

EXTRAORDINARY



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GOEWERMENTSKENNISGEWINGS.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1971

25 October 1968

INDUSTRIAL CONCILIATION ACT, 1956  
DISSOLVING PULP MANUFACTURING  
INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Dissolving Pulp Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 29 June 1970, upon the employer and the trade unions which entered into the said Agreement and upon the employees who are members of the said unions;

(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, 5 (2) (b) (i), 15 and 18, shall be binding from the second Monday after the date of publication of this notice and for the period ending 29 June 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Umzinto; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Umzinto and from the second Monday after the date of publication of this notice and for the period ending 29 June 1970, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2) (b) (i), 11, 15 and 18, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,  
Minister of Labour.

DEPARTEMENT VAN ARBEID

No. R. 1971

25 Oktober 1968

WET OP NYWERHEIDSVERSOENING, 1956  
OPLOSPULPNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Oplospulpnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat op 29 Junie 1970 eindig, bindend is vir die werkgewer en die verenigings wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (b) (i), 15 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat op 29 Junie 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgiving, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Umzinto; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (b) (i), 11, 15 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgiving en vir die tydperk wat op 29 Junie 1970 eindig, in die landdrosdistrik Umzinto *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,  
Minister van Arbeid.

**SCHEDULE  
INDUSTRIAL COUNCIL FOR THE DISSOLVING PULP  
MANUFACTURING INDUSTRY**

**AGREEMENT**

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

The South African Industrial Cellulose Corporation (Pty.), Limited

(hereinafter referred to as "the employer"), of the one part, and the

Amalgamated Engineering Union of South Africa; South African Electrical Workers' Association

(hereinafter referred to as "the employees" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Dissolving Pulp Manufacturing Industry.

**1. SCOPE OF APPLICATION**

(1) The terms of this Agreement shall be observed in the Dissolving Pulp Manufacturing Industry in the Magisterial District of Umzinto by the employer and by all the employees of the employer who are members of the trade unions.

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

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

(b) to apprentices to the extent that they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or conditions fixed thereunder; and

(c) to trainees under the Training of Artisans Act, 1951, in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour, in terms of section forty-eight of the Act, and shall remain in force until 29 June 1970, or for such other period as may be determined by him.

**3. DEFINITIONS**

(1) Any expressions used in this Agreement which are defined in the Act, shall have the same meanings as in that Act. A 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; and further, unless inconsistent with the text—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose 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 of 1944, or holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act, or who is regarded as such by the Council;

"call out" means any period of work required of an employee outside his normal hours of work in respect of which he has not received warning before completion of his normal work period requiring him to report for duty at a specified time, and in relation to a shift worker if he is required to report for duty with less than eight hours' notice;

"casual 12 hour shift" means in relation to an artisan a period of work between the hours of 1900 and 0700, commencing on any day, and for which the employee has received advance notice;

"casual labourer" means a labourer who is employed by the same employer on not more than four days in any calendar week from Sunday to Saturday inclusive;

"chargehand artisan" means an artisan who is responsible for co-ordinating the work of, and who is in charge of other artisans;

"chargehand operator" means an employee, so designated by the employer, who, in a section or portion of an establishment is in charge of other operators and employees, excluding artisans, engaged in that section or portion of the establishment;

**BYLAE**

**NYWERHEIDSRAAD VIR DIE OPLOSPULPNYWERHEID  
OOREENKOMS**

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

South African Industrial Cellulose Corporation (Pty), Limited (hieronder „die werkewer” genoem) aan die een kant, en die Amalgamated Engineering Union of South Africa, en die

South African Electrical Workers' Association

(hieronder „die werkemers” of „die vakverenigings” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Oplospulpnywerheid.

**1. TOEPASSINGSBESTEK**

(1) Die bepalings van hierdie Ooreenkoms moet in die Oplospulpnywerheid in die landdrosdistrik Umzinto nagekom word deur die werkewer en al sy werkemers wat lede van die vakvereniging is.

(2) Ongeag die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing—

(a) slegs op werkemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, en op die werkewers van sodanige werkemers;

(b) op vakleerlinge in dié mate dat dit nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of enige kontrak aangegaan of voorwaardes daarfragtens gestel; en

(c) op leerlinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, in soverre dit nie onbestaanbaar is nie met die bepalings van daardie Wet of enige voorwaardes daarfragtens gestel nie.

**2. GELDIGHEIDSDEUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag tot 29 Junie 1970 of vir dié ander tydperk wat hy mag bepaal.

**3. WOORDOMSKRYWINGS**

(1) Alle uitdrukings wat in die Wet omskryf en in hierdie Ooreenkoms gebesig word, het dieselfde betekenis as in daardie Wet. 'n Verwysing na 'n wet sluit enige wysiging van sodanige wet in en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; en voorts, tensy onbestaanbaar met die teks, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werkemmer wat ingevolge 'n geskrewe leerlingskontrak wat deur die Raad erken word, werk of 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, erken word;

"ambagsman" 'n werkemmer wat die werk doen wat gewoonlik deur 'n geskoold ambagsman gedoen word en vir die toevoering van hierdie woordomskrywing beteken „geskoold ambagsman” iemand wat sy vakleerlingskap uitgedien het in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of beskou word as aangewys te wees, of wat in besit is van 'n bekwaamheidsertifikaat wat aan hom deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is, of 'n sertifikaat wat aan hom deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet uitgereik is, of wat as sodanig deur die Raad beskou word;

"geredeestaantyd" enige tydperk waarin daar van 'n werkemmer verwag word om buite sy gewone werkure te werk, ten opsigte waarvan hy nie gewaarsku is voor die voltooiing van sy gewone werktydperk waarvoor hy hom vir diens op 'n spesifieke tyd moet aanmeld, en met betrekking tot 'n skofwerk, indien daar van hom verwag word om hom vir diens aan te meld met minder as agt uur kennisgewing;

"los 12-uur-skof", met betrekking tot 'n ambagsman, 'n tydperk van werk tussen 1900 uur en 0700 uur, wat op enige dag begin, en waarnaar die werkemmer vooruit in kennis gestel is;

"los arbeider" 'n arbeider wat by dieselfde werkewer hoogstens vier dae in 'n kalenderweek van Sondag tot en met Saterdag in diens is;

"opsiener-ambagsman", 'n ambagsman wat die werk van ander ambagsmanne koördineer, en oor hulle in bevel is;

"opsiener-operateur" 'n werkemmer as sodanig deur die werkewer aangewys, wat in 'n afdeling of gedeelte van 'n bedryfsinrigting verantwoordelik is vir ander operateurs en werkemers, uitgesonder ambagsmanne, wat in daardie afdeling of gedeelte van die bedryfsinrigting werk;

"Council" means the Industrial Council for the Dissolving Pulp Manufacturing Industry;

"day" means in relation to a shift worker, a period of 24 consecutive hours calculated from the time such an employee commences work, and in relation to any other employee, a period of 24 consecutive hours, commencing at midnight;

"Dissolving Pulp Manufacturing Industry" or "Industry" means the Industry in which the employers and employees are associated for the production of that type of bleached chemical pulp used primarily for the manufacture of viscose rayon and also for other chemically modified cellulose products as distinct from pulp used primarily for the paper and board making industries;

"emergency work" means any work occasioned by circumstances beyond the employer's control;

"establishment" means any premises, registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, in or in connection with which one or more employees are employed in the Dissolving Pulp Manufacturing Industry;

"grade I operator" means an employee who is responsible for the operation of a portion of the plant or machinery without direct supervision;

"grade IA operator" means an employee who is responsible without direct supervision for activities not directly related to production, or artisan's work;

"grade II operator" means an employee who, under direct supervision, is undergoing training as a grade I operator;

"grade IV employee" means an employee employed under supervision on work of responsibility or who when engaged in directing the work of grade V employees and labourers may be designated an induna;

"grade V employee" means an employee employed under supervision on work requiring particular training and experience;

"labourer" means an employee employed under supervision on work requiring no particular training or experience or generally of a repetitive nature;

"leading hand operator" means an employee, so designated by the employer, who, in a section or portion of an establishment is in charge of other operators or employees, excluding artisans, engaged in that section or portion of the establishment;

"shift worker" means an employee who is engaged in continuous process working in an establishment in which three consecutive shifts per day are worked;

"short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials, or a general breakdown of plant, machinery or buildings, caused by accident, unforeseen emergency or circumstances beyond the employer's control;

"statutory holiday" means any paid public holiday to which an employee is entitled in terms of the Factories, Machinery and Building Work Act, 1941;

"task worker" means a labourer who is employed for a specific set task, which shall be capable of completion within a period of nine and one-quarter hours, and on completion of which within a shorter period he shall be entitled to the full amount agreed for the task;

"trainee operator" means a male employee under 21 years of age who is undergoing training as a grade II operator;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6 provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 it means such higher amount.

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

#### 4. REMUNERATION

(1) The minimum wage which shall be paid by an employer to each of his employees shall be as set out hereunder:

	Rate per hour c
Chargehand artisan.....	95
Artisan.....	85
Chargehand operator.....	90
Leading hand operator.....	90
Grade I operator.....	80
Grade IA operator.....	75
Grade II operator.....	60
Trainee operator.....	27
Grade IV employee.....	21
Grade V employee.....	17
Labourer.....	15

"Raad" die Nywerheidsraad vir die Oplospulpnywerheid;

"dag", met betrekking tot 'n skofwerker, 'n tydperk van 24 agtereenvolgende uur bereken vanaf die tyd wat die werknemer begin werk het, en met betrekking tot enige ander werknemer 'n tydperk van 24 agtereenvolgende uur wat om middernag begin.

"Oplospulpnywerheid" of "Nywerheid" die Nywerheid waarin die werkgewers en werknemers met mekaar geassosieer is om daardie tipe gebleekte chemiese pulp te produseer wat hoofsaaklik gebruik word by die vervaardiging van viscose-rayon, asook vir ander gemodifiseerde sellulose-produkte, maar nie pulp nie, wat hoofsaaklik gebruik word in die papier- en bordnywerhede;

"noodwerk" alle werk wat deur omstandighede buite die werkewer se beheer veroorsaak word;

"bedryfsinrigting" alle persele, geregistreer of regstreerbaar ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, waarin of in verband waarmee een of meer werknemers in die Oplospulpnywerheid in diens is;

"graad I-operateur" 'n werknemer wat verantwoordelik is vir die bediening van 'n gedeelte van die installasie of masjinerie, waar nie onder direkte toesig nie;

"graad IA-operateur" 'n werknemer wat verantwoordelik is vir werkzaamhede wat nie direk betrekking het op produksie of die werk van 'n ambagsman, maar nie onder direkte toesig nie;

"graad II-operateur" 'n werknemer wat, onder direkte toesig, opleiding as 'n graad I-operateur onderraan;

"graad IV-werknemer" 'n werknemer wat verantwoordelike werk onder toesig doen of wat, wanneer hy die werk van graad V-werknemers en arbeiders reël, amptelik „indoena" genoem kan word;

"graad V-werknemer" 'n werknemer wat onder toesig werk doen wat speiale opleiding en ondervinding vereis;

"arbeider" 'n werknemer wat onder toesig werk doen wat geen spesiale opleiding of ondervinding vereis nie en oor die algemeen herhalend van aard is;

"leier-operateur" 'n werknemer as sodanig deur die werkewer aangewys, wat verantwoordelik is in 'n afdeling of gedeelte van 'n bedryfsinrigting vir ander operateurs of werknemers, uitgesonderd ambagsmanne, wat in daardie afdeling of gedeelte van die bedryfsinrigting werk;

"skofwerker" 'n werknemer wat aan eenlopende proseswerk in 'n bedryfsinrigting doen waar daar drie agtereenvolgende skofte per dag gewerk word;

"korttyd" 'n tydelike vermindering van die getal gewone werke toe te skryf aan slapte in die bedryf, tekort aan grondstowwe of 'n algemene onklaarraking van installasie, masjinerie of geboue, veroorsaak deur 'n ongeluk, onvoorsiene noodgeval of omstandighede buite die werkewer se beheer;

"statutêre verlof" enige openbare vakansiedag met besoldiging waarop 'n werknemer geregtig is ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941;

"taakwerk" 'n arbeider wat vir 'n spesifieke taak in diens geneem word, wat binne 'n tydperk van nege en 'n kwart uur voltooi moet kan word, en indien dit binne 'n korter tydperk voltooi word, is hy neg geregtig op die volle bedrag waaroor daar vir die taak ooreengekom is;

"kwekeling-operateur" 'n manlike werknemer onder die leeftyd van 21 jaar wat as 'n graad II-operateur opgelei word;

#### 4. BESOLDIGING

(1) Die minimum loon wat 'n werkewer aan elkeen van sy werknemers moet betaal, is soos volg:

	Loon per uur c
Opsiener-ambagsman.....	95
Ambagsman.....	85
Opsiener-operateur.....	90
Leier-operateur.....	90
Graad I-operateur.....	80
Graad IA-operateur.....	75
Graad II-operateur.....	60
Kwekelingoperateur.....	27
Graad IV-werknemer.....	21
Graad V-werknemer.....	17
Arbeider.....	15

(2) *Casual labourer.*—A casual labourer shall receive for each day or shift or part of a day or shift of employment not less than a day's or a shift's pay at the rate of 15 cents per hour equivalent to the normal number of ordinary hours worked in that day or shift in the portion of the establishment in which he is employed, and who shall be paid his remuneration in cash on termination of his employment.

(3) *Task worker.*—A task worker shall receive for each completed task not less than R1.20 and shall be paid in cash on completion of his task.

(4) *Service allowance.*—Chargehand artisans, chargehand operators, leading hand operators, artisans and Grade I, IA and II operators who have had continuous employment with the same employer (whether before or after the coming into operation of this Agreement) shall be paid by the employer, in addition to the wage prescribed for such employee in sub-clause (1) a service allowance at the rate of 2 cents per hour after two years and an additional 1 cent per hour for each completed year thereafter up to a maximum of 10 cents per hour after 10 years continuous employment in respect of all hours worked and including paid annual leave and statutory public holidays. The service allowance shall be added to the consolidated rate for purposes of all wage calculations and shall be paid with effect from the commencement of the first pay week in which such employee completes the years of employment concerned. Apprenticeship or trainee operator service shall not count for service allowance.

(5) *Shift allowance.*—Artisans required to work on an eight hour shift basis shall receive an allowance of 5 cents per hour in addition to the wages prescribed in subclause (1), in respect of all hours so worked.

(6) *Differential rates.*—In the following cases only the additional rates stated hereunder shall be payable to an employee of the class stated in the first column when he has acted for an employee of the class stated in the second column for not less than one shift or one day in the aggregate in any week and in respect of the total period during which he so acted, namely:

Ordinary Class	Rate per hour acting for		
	Chargehand Operator Chargehand Artisan	Grade IV Employee	Grade V Employee
Artisan.....	c 10	c —	c —
Grade I operator.....	10	5	—
Grade V employee.....	—	8	3
Labourer.....	—	—	—

Such differential rates shall qualify for overtime payments, when applicable.

(7) *Calculation of wages.*—(a) The daily wage of an employee shall be his hourly wage multiplied by the number of ordinary hours normally worked by him on that day.

(b) The weekly wage of an employee shall be his hourly wage multiplied by 46.

(c) The monthly wage of an employee shall be his weekly wage multiplied by four and one-third.

(d) Except where otherwise specifically provided in this Agreement, all computations of wages producing any fraction of a cent in the resultant calculation shall be adjusted to the cent above.

(8) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the Industry who, at the date of commencement of this Agreement was receiving wages at a rate higher than the minimum rate provided in this Agreement for the class of work on which he was employed.

## 5. PAYMENT OF EARNINGS

(1) Any amount due to an employee shall be paid in cash weekly 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. Such amount shall be contained in an envelope and accompanied by a statement showing:

- (a) The employer's name;
- (b) the employee's name or his number on the pay roll and his occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;

(2) *Los arbeider.*—'n Los arbeider moet vir elke dag of skof of deel van 'n dag of skof wat hy gewerk het, minstens 'n dag of 'n skof se besoldiging teen 15 sent per uur ontvang, en sodanige besoldiging moet gelyk wees aan die besoldiging vir die gewone getal gewone ure op daardie dag of in daardie skof gewerk in dié gedeelte van die bedryfsinrigting waarin hy werkzaam is, en sy besoldiging moet by sy diensbeëindiging in kontant aan hom betaal word.

(3) *Taakwerker.*—'n Taakwerker moet vir elke voltooide taak minstens R1.20 ontvang en moet by voltooiing van sy taak in kontant betaal word.

(4) *Dienstoelae.*—'n Werkgewer moet aan opsiener-ambagsmanne, opsiener-operateurs, leier-operateurs, ambagsmannen en graad I, IA- en II-operateurs wat ononderbroke diens was (hetso voor of na die inwerkingtreding van hierdie Ooreenkoms), benewens die loon vir sodanige werknemers voorgeskryf in subklousule (1), 'n dienstoelae teen 2 sent per uur na twee jaar en 'n addisionele 1 sent per uur vir elke voltoode jaar daarna, tot 'n maksimum van 10 sent per uur na 10 jaar ononderbroke diens, betaal ten opsigte van alle ure gewerk, met inbegrip van jaarlikse verlof met besoldiging en wetteregtelike openbare vakansiedae. Die dienstoelae moet by die gekonsolideerde loon gevoeg word vir alle loonberekeningsdoelendes en moet met ingang van die begin van die eerste betaalweek waarin sodanige werknemer die betrokke getal diensjare voltooi, betaal word. Diens as vakleerling of kwekelingoperateur tel nie vir die diens-toelae nie.

(5) *Skofstoelae.*—Ambagsmannen wat volgens 'n agtuur-skofbasis moet werk, moet benewens die loon voorgeskryf in subklousule (1), 'n toelae van 5 sent per uur ontvang ten opsigte van alle ure aldus gewerk.

(6) *Differensiële lone.*—In die volgende gevalle is slegs die bykomende lone hieronder gemeld, betaalbaar aan 'n werknemer van die klas gemeld in die eerste kolom, indien hy as 'n werknemer van die klas gemeld in die tweede kolom minstens een skof of een dag altesaam in 'n week diens gedoen het en ten opsigte van die totale tydperk waarin hy aldus diens gedoen het, naamlik:

Gewone klas	Loon per uur vir diens as		
	Onderbaas-operateur Onderbaas-ambagsman	Graad IV-werknemer	Graad V-werknemer
Ambagsman.....	c 10	c —	c —
Graad I-operateur.....	10	—	—
Graad V-werknemer....	—	5	—
Arbeider.....	—	8	3

Sodanige differensiële lone kwalificeer vir oortydbesoldiging wanneer dit van toepassing is.

(7) *Loonberekening.*—(a) Die daaglikske loon van 'n werknemer is sy uurloon vermenigvuldig met die getal gewone ure wat hy normaalweg op daardie dag werk.

(b) Die weekloon van 'n werknemer is sy uurloon vermenigvuldig met 46.

(c) Die maandloon van 'n werknemer is sy weekloon vermenigvuldig met vier en 'n derde.

(d) Behalwe waar anders spesifiek in hierdie Ooreenkoms bepaal, moet alle loonberekenings wat 'n breuk van 'n sent insluit, in die daaropvolgende berekening na die volgende sent aangepas word.

(8) Niks in hierdie Ooreenkoms mag die loonskaal verminder nie van 'n werknemer in die Nywerheid wat by die aanvang van hierdie Ooreenkoms 'n loon ontvang het teen 'n hoër skaal as die minimum skaal wat in hierdie Ooreenkoms bepaal word vir die klas werk waarvoor hy in diens geneem is.

## 5. BETALING VAN VERDIENSTE

(1) Enige bedrag wat aan 'n werknemer verskuldig is, moet weekliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging indien dit vóór die gewone betaaldag plaasvind. Dié bedrag moet in 'n koevert gesit word en vergesel gaan van 'n staat met daarop—

- (a) die naam van die werkgewer;
- (b) die naam van die werknemer of sy betaalstaatnommer en sy beroep;
- (c) die getal gewone werkure deur die werknemer gewerk;
- (d) die getal oortydure deur die werknemer gewerk;
- (e) die werknemer se loon;

(f) the details of any other remuneration arising out of the employee's employment;  
 (g) the details of any deductions made;  
 (h) the actual amount paid to the employee; and  
 (i) the period in respect of which payment is made;

and such envelope and statement shall become the property of the employee.

(2) An employee shall be paid in respect of a week not less than the full weekly wage for an employee of his class and no deductions other than the following may be made:

(a) Premiums in respect of pension and medical benefit funds as provided for in clauses 9 and 11 of this Agreement;  
 (b) with the written consent of the employee, deductions for:  
 (i) subscriptions to the trade unions;  
 (ii) repayment of loans advanced by the employer, insurance, savings funds or rentals payable to the employer or any government, municipal or other authority.

(c) Any amount which the employer is legally or by order of any competent Court, required or permitted to make.

(d) An amount proportionate to any period when the employee is not at work otherwise than on the instructions or at the request of his employer; provided that—

(i) an employee may be put on short time after he has been given—

(a) in the case of slackness of trade or shortage of raw materials not less than 24 hours' notice;

(b) in all other cases one hour's notice;

provided further that such deductions shall not exceed one-third of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced.

(e) A deduction of an amount equal to his daily wage in respect of any public holiday other than a statutory holiday on which the employee, at his own request, is permitted not to work.

(f) On termination of service a deduction equivalent to any amounts advanced to an employee in respect of annual or public holiday pay the entitlement to which pay has not accrued before such date of termination.

## 6. HOURS OF WORK, ORDINARY AND OVERTIME, SPECIAL WORK AND PAYMENT THEREFOR

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual labourer, to work more ordinary hours of work than—

(a) in the case of a shift worker—

(i) forty-eight in any week from 0001 hours on Sunday to 2400 hours on Saturday, provided that two hours shall be paid at the rate of time and one-third; and

(ii) subject to subparagraph (1) hereof, eight on any day;

(b) in the case of any other employee—

(i) forty-six in any week from Monday to Friday, inclusive; and

(ii) nine and one quarter on any day, Monday to Thursday, inclusive, and nine hours on Friday.

(c) in the case of a casual labourer, nine and one quarter on any day.

(2) *Meal intervals.*—An employer shall not require or permit an employee, other than a shift worker, to work for more than five hours continuously without a meal interval of not less than three quarters of an 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 three quarters of an hour, except when proviso (iv) applies, shall be deemed to be continuous;

(ii) if such interval be longer than three quarters of an hour, any period in excess of one hour shall be deemed to be time worked;

(iii) not more than one such interval during the ordinary hours of work on any day shall be deemed not to form part of the ordinary hours of work;

(iv) when on any day by reason of overtime work the total period worked by an employee after the first meal interval of the day will exceed seven hours, an employer shall, before

(f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;  
 (g) besonderhede van enige aftrekings gemaak;  
 (h) die werklike bedrag aan die werknemer betaal; en  
 (i) die tydperk ten opsigte waarvan betaling gedoen word; en die koevert en staat word die eiendom van die werknemer.  
 (2) 'n Werknemer moet ten opsigte van 'n week minstens die volle weekloon vir 'n werknemer van sy klas betaal word en geen ander aftrekings as die volgende mag gemaak word nie:—

(a) Premies ten opsigte van pensioen- en mediese bystandfondse soos in klousule 9 en 11 van hierdie Ooreenkoms bepaal word;

(b) met die skriftelike toestemming van die werknemer, aftrekings vir—

(i) ledegeld aan die vakverenigings;

(ii) terugbetaling van lenings wat deur die werkewer voor geskiet is, assuransie, spaarfondse of huur wat aan die werkewer of enige regerings-, munisipale of ander instansie betaalbaar is.

(c) Enige bedrag wat regtens of kragtens 'n bevel van 'n bevoegde hof van 'n werkewer vereis word, of wat hy toegelaat word, om af te trek.

(d) 'n Bedrag in verhouding tot enige tydperk waarin die werknemer van sy werk af wegby, uitgesonderd op las of op versoek van sy werkewer; met dien verstande dat—

(i) 'n werknemer op korttyd geplaas kan word nadat hy—

(a) in die geval van 'n slappe in die bedryf of 'n tekort aan grondstowwe, minstens 24 uur kennis daarvan gegee is;

(b) in alle ander gevalle een uur kennis daarvan gegee is; voorts met dien verstande dat dié aftrekings hoogstens een derde van 'n werknemer se weekloon mag bedra, ongeag die getal ure waarmee die gewone werkure aldus verminder word.

(e) 'n Afrekking van 'n bedrag gelyk aan sy dagloon ten opsigte van 'n openbare vakansiedag, uitgesonderd 'n statutêre vakansiedag, waarop die werknemer, op eie versoek, toegelaat word om nie te werk nie.

(f) By diensbeëindiging, 'n afrekking gelyk aan enige bedrag wat 'n werknemer toegestaan is ten opsigte van jaarlikse of openbare vakansiebesoldiging, op welke besoldiging hy nie vóór sodanige datum van beëindiging geregtig geword het nie.

## 6. WERKURE, GEWONE EN OORTYD, SPESIALE WERK EN BESOLDIGING DAARVOOR

(1) *Gewone werkure.*—'n Werkewer mag nie van 'n werknemer, uitgesonderd 'n los arbeider, vereis of hom toelaat om meer gewone werkure as—

(a) in die geval van 'n skofwerker—

(i) agt-en-veertig in 'n week van 0001 uur op Sondag tot 2400 uur op Saterdag te werk nie, met dien verstande dat vir twee uur teen een en 'n derde maal die tydskaal betaal moet word; en

(ii) behoudens subparagraph (1) hiervan, agt op enige dag te werk nie,

(b) in die geval van enige ander werknemer—

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) nege en 'n kwart op 'n dag, Maandag tot en met Donderdag, en nege uur op Vrydag,

(c) maar in die geval van 'n los arbeider, nege en 'n kwart op enige dag te werk nie.

(2) *Etensposes.*—'n Werkewer mag nie van 'n werknemer, uitgesonderd 'n skofwerker, vereis of hom toelaat om meer as vyf uur ononderbroke te werk sonder 'n etenspose van minstens 'n drie kwartier waartydens daar nie van dié werknemer vereis mag word of hy nie toegelaat mag word om enige werk te doen nie, en dié pouse word geag nie deel te wees van die gewone werkure of oortydwerk nie: Met dien verstande dat—

(i) tydperke van werk wat deur pouses van hoogstens 'n drie kwartier onderbreek word, uitgesonderd waar voorbehoudsbeplaging (iv) van toepassing is, geag word ononderbroke te wees;

(ii) indien dié pouse langer as 'n drie kwartier sou duur, enige tydperk van meer as een uur geag word tyd gewerk te wees;

(iii) hoogstens een sodanige pouse gedurende die gewone werkure op 'n dag nie deel van die gewone werkure geag word nie;

(iv) wanneer die totale tydperk gewerk deur 'n werknemer ná die eerste etenspose van die dag sewe uur op 'n dag as gevolg van oortydwerk oorskry, moet 'n werkewer vóór die

the expiry of such seven hour period, give such employee a free meal in a second meal interval of 20 minutes, which shall be deemed to be part of the overtime hours of work.

Provided that a shift worker shall be permitted to partake of meals or refreshments during working hours unless prohibited from doing so by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable in the middle of each morning and afternoon work period and during such 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 of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in subclause (1) shall be deemed to be overtime provided that no overtime may be worked without the authority of the employer.

(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than 10 hours in any week.

(7) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 1800 hours and 0600 hours;

(b) after 1300 hours on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;

(d) overtime on more than three consecutive days in any week;

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

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

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

or  
(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime.

(8) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than one and one-third times his ordinary rate.

(9) *24-Hour free period.*—Notwithstanding the working days herein provided for, an employer shall grant to each of his shift workers a weekly free period of not less than 24 consecutive hours, which if followed immediately by the 24-hour free period in respect of the next succeeding week shall be 48 consecutive hours; provided that—

(i) an employer shall prior to the commencement of each shift cycle display prominently on his premises a notice or time-table specifying the shifts to be worked and the 24 and 48 hour free periods of each employee during the ensuing shift cycle;

(ii) if an employer requires or permits such an employee to work in his 24 or 48 hour free period, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in subclause (1), and the payment therefor shall be in accordance with clause 8 (6) hereof.

(10) *Casual 12-hour shift.*—An employee, other than a shift worker, required or permitted to work a casual 12-hour shift shall be paid at ordinary rates for the first  $9\frac{1}{2}$  hours of any shift commencing on Monday to Thursday, inclusive, and for the first five hours of a shift commencing on a Friday, and shall be paid overtime at the rate of one and one-third times his ordinary rate for the balance of such shift and for the first five hours of a shift commencing on a Saturday, provided that any portion of such shifts worked between 0001 hours and midnight on a Sunday shall be paid for at Sunday rates in accordance with clause 8 (4): Provided that—

(i) a casual 12-hour shift may not commence on a day in which the employee has worked any ordinary daily working hours;

(ii) payment for a casual 12-hour shift shall in no way be governed by any other hours worked during that week, but shall be made only as herein provided;

(iii) if the work required of the employee is completed before the expiry of the casual 12-hour shift concerned he may go off duty forthwith returning to take up his normal daily work not less than six hours after ceasing such duty, and he shall nevertheless be paid for such casual 12-hour shift in full as herein provided;

verstryking van dié sewe-uur-tydperk, aan sodanige werkner 'n gratis maaltyd in 'n tweede etenspouse van 20 minute moet verskaf, wat as deel van die oortydwerkure beskou moet word:

Met dien verstande dat 'n skofwerker toegelaat moet word om maaltye of verversings gedurende werkure te nuttig tensy dit kragtens enige kennisgewing, gepubliseer ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verbied word.

(3) *Ruspouses.*—'n Werkewer moet aan elkeen van sy werkner 'n ruspose van minstens 10 minute toestaan so na as moontlik aan die middel van elkeoggend- en namiddagwerktydperk, en gedurende hierdie pose mag nie vereis of toegelaat word dat dié werkner enige werk verrig nie, en sodanige pose word geag deel van die gewone werkure van die werkner uit te maak.

(4) *Werkure moet aaneenlopend wees.*—Behalwe soos bepaal in subklousule (2), moet alle werkure van 'n werkner op enige dag aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat bo die getal gewone werkure, voorgeskryf in subklousule (1), gwerk word, word as oortyd beskou, met dien verstande dat geen oortyd sonder die toestemming van die werkewer gwerk mag word nie.

(6) *Beperking van oortyd.*—'n Werkewer mag nie vereis of toelaat dat sy werkner langer as 10 uur oortyd in 'n week werk nie.

(7) *Vroulike werkner.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkewer nie vereis of toelaat dat 'n vroulike werkner soos volg werk nie:—

(a) tussen 1800 uur en 0600 uur;

(b) ná 1300 uur op meer as vyf dae in 'n week;

(c) langer as twee uur oortyd op enige dag, behalwe dat 'n werkner wat 'n vyfdaagse werk, tot vier uur oortyd op 'n Saterdag mag werk;

(d) oortyd op meer as drie agtereenvolgende dae;

(e) oortyd op meer as 60 dae in 'n jaar;

(f) ná voltooiing van haar gewone werkure, langer as een uur oortyd op 'n dag, tensy hy—

(i) die werkner vóór middag daarvan in kennis gestel het; of

(ii) die werkner van 'n voldoende ete voorsien het en haar genoeg tyd toegelaat het om dit te nuttig voordat sy met oortydwerk moet begin.

(8) *Oortydbesoldiging.*—'n Werkewer moet 'n werkner wat oortyd werk, teen 'n skaal van minstens een en een derde maal sy gewone loon betaal.

(9) *Die 24-uur-vrytydperk.*—Ondanks die werkdae wat hierin bepaal word, moet 'n werkewer elk van sy skofwerkers 'n vrytydperk van minstens 24 agtereenvolgende uur toestaan, wat indien dit onmiddellik volg op die 24-uur-vrytydperk ten opsigte van die volgende week, 48 agtereenvolgende uur moet wees: Met dien verstande dat—

(i) 'n werkewer vóór die aanvang van elke skofkringloop prominent op sy personele 'n kennisgewing of rooster vertoon wat die skofte wat gwerk moet word en die 24- en 48-uur-vrytydperke van elke werkner gedurende die daaropvolgende skofkringloop bepaal;

(ii) indien 'n werkewer vereis of toelaat dat 'n werkner gedurende sy 24- of 48-uur-vrytydperk werk, word die ure aldus gwerk, geag nie deel uit te maak van die gewone werkure voorgeskryf in subklousule (1) nie, en die besoldiging daarvoor is ooreenkomsdig klousule 8 (6) hiervan.

(10) *Los 12-uur-skof.*—'n Werkner, uitgesonderd 'n skofwerker, van wie vereis of wat toegelaat word om 'n los 12-uur-skof te werk, moet besoldig word teen die gewone skaal vir die eerste  $9\frac{1}{2}$  uur van enige skof wat op Maandag tot en met Donderdag begin, asook vir die eerste vyf uur van 'n skof wat op 'n Vrydag begin, en moet oortydbesoldiging betaal word teen 'n skaal van een en een derde maal sy gewone skaal vir die res van sodanige skof en vir die eerste vyf uur van 'n skof wat op 'n Saterdag begin, met dien verstande dat vir enige gedeelte van sodanige skofte tussen 0001 uur en middernag op 'n Sondag gwerk, teen die Sondagskaal, ingevolge klousule 8 (4), besoldig moet word: Met dien verstande dat—

(i) 'n los 12-uur-skof nie op 'n dag mag begin waarop die werkner reeds enige gewone daagliks werkure gwerk het nie;

(ii) besoldiging vir 'n los 12-uur-skof geensins deur enige ander ure wat gedurende daardie week gwerk is, geraak mag word nie, maar moet slegs soos hierin bepaal, betaal word;

(iii) indien die werk wat die werkner moes doen, voltooi word voordat die betrokke los 12-uur-skof verstryk is, hy van diens mag gaan om direk sy normale daagliks werk minstens ses uur ná sodanige diens te hervat, en moet hy nogtans ten volle vir sodanige los 12-uur-skof betaal word soos hierin bepaal word;

(iv) an employee reporting back to his normal daily work six hours after completion of work on a casual 12-hour shift shall be deemed to have commenced his ordinary hours of work for that day at his normal starting time and shall be so paid;

(v) an artisan on a casual 12-hour shift shall, irrespective of the number of hours actually worked on such shift, be entitled to receive in respect of each such shift, shift allowances, in terms of clause 4 (5), for 12 hours.

(11) *Casual 8-hour shift.*—An employee, other than a shift worker who is required to work on an 8-hour shift basis, for a period of less than a full week, shall be paid at his ordinary hourly rates, plus in the case of an artisan the shift allowance prescribed in clause 4 (5), for the period so worked, provided that work on such basis may not commence on a day in which the employee has worked any ordinary daily working hours.

(12) *Call out.*—On call out an employee shall be paid—

(a) in addition to the hours worked, for one hour, at the rate applicable to him for ordinary time, overtime, Sunday or 24-hour free period time, as the case may be; provided that this additional hour may not be added to the hours actually worked on a Sunday or 24-hour free period for payment purposes; and

(b) in relation to employees, other than shift workers, at the following rates for all hours worked between—

(i) clocking out and 2200 hours on Monday to Friday, inclusive, or 0700 to 2200 on Saturday not less than one and one-half times his ordinary wage;

(ii) 2200 and 0700 hours on Monday to Saturday, inclusive, not less than double his ordinary wage;

(iii) 0001 to 2400 on Sunday at the rates prescribed in clause 8 (4);

provided that an employee required to report for duty between midnight and 0400 hours on any day shall be paid for a minimum of two hours at the rate applicable, irrespective of the time actually worked, in addition to the provisions of paragraph (a) hereof.

(13) *Savings.*—(a) The provisions of subclause (3) shall not apply to a shift worker.

(b) The provisions of subclauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work, provided that, wherever possible, the following conditions shall be observed:—

(i) After 18 hours, or at the maximum 25 hours (including hand-over period) of continuous working the employee shall be given a rest period of not less than six hours, provided that an employee, other than a shift worker, called out on emergency work before 0100 hours shall for the purpose of this subparagraph be deemed to have been working continuously since he last commenced his day's work.

(ii) Ordinary working hours lost in observing a compulsory rest period of six hours shall be deemed to have been worked and shall be so paid.

## 7. ANNUAL LEAVE

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

(a) in the case of grade IV and V employees and labourers, two consecutive weeks' leave on full pay; and

(b) in the case of all other employees, three consecutive weeks' leave which shall include four week-ends, on full pay.

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

(a) if such leave has not been granted earlier, it shall 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 employer and employee have 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;

(b) the period of leave shall not be concurrent with sick leave nor, unless the employee so requests and the employer agrees, in writing, with any period of military training;

(c) if any of the statutory holidays falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave on full pay;

(iv) 'n werknemer wat hom vir sy gewone daagliks werk aanmeld ses uur ná voltooiing van werk op 'n los 12-uur-skof, geag word sy gewone werkure vir daardie dag op die gewone aanvangstyd te begin het en moet aldus besoldig word;

(v) 'n ambagsman op 'n los 12-uur-skof, ongeag die getal ure wat daar inderdaad op sodanige skof gwerk word, vir elke sodanige skof die skofoelaes betaalbaar ingevolge klousule 4 (5), vir 12 uur moet ontvang.

(11) *Los 8-uur-skof.*—'n Werknemer, uitgesonderd 'n skofwerker, wat op 'n 8-uur-skofbasis vir 'n tydperk van minder as 'n volle week moet werk, moet teen sy gewone uurloon besoldig word plus, in die geval van 'n ambagsman, die skofoelaes wat in klousule 4 (5) voorgeskryf word, vir die tydperk aidus gwerk, met dien verstande dat werk op sodanige basis nie op 'n dag mag begin waarop die werknemer enige gewone werkure gwerk het nie.

(12) *Gereedstaantyd.*—Wanneer werknemers gereed moet staan moet hulle—

(a) benewens die ure gwerk, vir een uur betaal word teen die skaal op hulle van toepassing vir gewone tyd, oortyd, Sondag of die 24-uur-vrytydperk, na gelang van die geval; met dien verstande dat hierdie ekstra uur nie by die ure wat werklik op 'n Sondag of in die 24-uur-vrytydperk gwerk is, vir doeleinades van besoldiging gevoeg mag word nie; en

(b) met betrekking tot werknemers, uitgesonderd skofwerskers, teen die volgende skale betaal word vir alle ure gwerk tussen—

(i) uitkloktyd en 2200 uur op Maandag tot en met Vrydag, of 0700 tot 2200 op Saterdag, teen minstens een en 'n half maal sy gewone loon;

(ii) 2200 en 0700 uur op Maandag tot en met Saterdag, minstens dubbel sy gewone loon;

(iii) 0001 tot 2400 op Sondag teen die skale in klousule 8 (4) voorgeskryf;

met dien verstande dat 'n werknemer wat hom vir diens tussen middernag en 0400 uur op enige dag moet aanmeld vir minstens twee uur teen die toepaslike skaal vergoed moet word, ongeag die tyd wat hy werklik werk, benewens die besoldiging wat in paragraaf (a) hiervan bepaal word.

(13) *Voorbeholdsbepalings.*—(a) Die bepalings van subklousule (3) is nie op 'n skofwerker van toepassing nie.

(b) Die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie, met dien verstande dat die volgende voorwaardes sover moontlik nagekom moet word:—

(i) Ná 18, of hoogstens 25 uur (met inbegrip van die oorgeeltyd) ononderbroke werk, moet die werknemer 'n rustydperk van minstens ses uur toegestaan word, met dien verstande dat 'n werknemer, uitgesonderd 'n skofwerker, wat vir noodwerk vóór 0100 uur uitgeroep word, vir die toepassing van hierdie subparagraaf geag word ononderbroke te gwerk het sedert hy laas sy dag se werk begin het.

(ii) Verlies van gewone werkure by die inagneming van 'n verpligte rustydperk van ses uur word geag gwerk te gewees het en daarvoor word aldus betaal.

## 7. JAARLIKSE VERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkewer aan sy werknemer, uitgesonderd 'n los arbeider of 'n taakwerker, ten opsigte van elke voltooide 12 maande diens by hom, verlof soos volg toestaan—

(a) In die geval van graad IV- en V-werknemers en arbeiders, twee agtereenvolgende weke verlof met volle besoldiging; en

(b) in die geval van alle ander werknemers, drie agtereenvolgende weke verlof, wat vier naweke moet insluit, met volle besoldiging.

(2) Die verlof bedoel in subklousule (1) moet toegestaan word op die tyd wat die werkewer mag vasstel; met die verstande dat—

(a) indien dié verlof nie eerder toegestaan is nie, dit toegestaan moet word binne vier maande ná voltooiing van die 12 maande diens waarop dit betrekking het of, indien die werkewer en werknemer skriftelik daartoe ooreengekomm het voor die verstryking van genoemde tydperk van vier maande, die werkewer sodanige verlof aan die werknemer moet toestaan vanaf uiteris twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die tydperk van verlof nie mag saamval met siekteverlof of, tensy die werknemer dit skriftelik versoek en die werkewer daartoe toestem, met 'n tydperk van militêre opleiding nie;

(c) indien enigeen van die statutêre vakansiedae binne die tydperk van die verlof val, nog 'n dag ter vervanging van elke sodanige dag, as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;

(d) an employer may set off against such period of leave days 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 leave relates, provided that the period offset does not reduce the balance to less than two weeks;

(e) no employee shall engage in any employment for gain during the period of his leave;

(f) if the employee so requests, and the employer agrees, in writing, one week of the leave referred to in subclause (1), (b) may be accumulated up to a maximum of four weeks, provided that the two consecutive weeks' leave then taken by the employee shall include three week-ends.

(3) *Leave remuneration.*—The remuneration in respect of annual leave referred to in subclause (1), together with leave bonus, if any, shall be paid on the last pay day before the date of the commencement of such leave.

(4) *Pro rata leave.*—An employee whose contract of employment is terminated during any period of 12 months shall, upon such termination, and in addition to any other remuneration that may be due to him, be paid—

(a) his full leave pay and leave bonus, if any, for any leave accrued in terms of subclause (1) hereof and which has not been taken;

(b) the pro rata amount, including leave bonus, and, subject to the provisions of clause 5 (2) (f), any entitlement under clause 8 (3), if any, due for any leave from the employee's leave anniversary or date of engagement to the date of termination, provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 13, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this subparagraph.

(5) *Leave bonus.*—After completion of one year's employment with the same employer, chargehand operators, leading hand operators, artisans, chargehand artisans and grade I, IA and II operators shall, together with their leave pay, be paid a leave bonus at the rate of R110 per year, provided that this shall be reduced pro rata for any breaks in employment, other than those provided in subclause (6) thereof. Leave bonus shall not be accumulated and shall be paid in full not later than the last pay day before an employee commences the major portion of his leave in any year.

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

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

(b) absent from work on the instruction or with the permission of his employer;

(c) absent on sick leave in terms of clause 10 or the fund referred to in clause 11 as the case may be;

(d) undergoing any military training in pursuance of the Defence Act of 1957;

amounting in the aggregate in any year to not more than 16 weeks in respect of items (a), (b) and (c) plus not more than four months of training undergone in terms of item (d) in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force 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 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 from the date of coming into force of this Agreement, whichever is the later.

(d) 'n werkewer van dié verloftydperk enige dag geleentheidsverlof mag afstrek wat met volle besoldiging op die skriftelike versoek van sy werkewer toegestaan is gedurende die 12 maande diens waarop die tydperk van verlof betrekking het, met dien verstande dat die tydperk aldus afgetrek nie die balans op minder as twee weke te staan laat kom nie;

(e) geen werkewer gedurende sy verloftydperk vir vergoeding mag werk nie;

(f) indien die werkewer dit versoek en die werkewer skriftelik daarmee instem, een week van die verlof bedoel in subklousule (1) (b), opgehoop kan word tot hoogstens vier weke mits die twee aaneenvolgende weke verlof wat die werkewer dan neem, drie naweke insluit.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlike verlof genoem in subklousule (1), tesame met enige verlofbonus, as daar is, moet vóór of op die laaste werkdag vóór die aanvang van dié verlof betaal word.

(4) *Pro rata-verlof.*—'n Werkewer wie se dienskontrak gedurende enige tydperk van 12 maande beëindig word, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees—

(a) sy volle verlofbesoldiging en verlofbonus as daar is, betaal word vir enige verlof wat ingevolge subklousule (1) hiervan opgeloop het en nie geneem was nie;

(b) die pro rata bedrag, met inbegrip van die verlofbonus, en, behoudens die bepalings van klosule 5 (2) (f), enige aanspraak op grond van klosule 8 (3), as daar is, wat verskuldig is vir enige verlof, van die werkewer se verlofverjaardig van diensnemingsdatum tot die beëindigingsdatum; met dien verstande dat 'n werkewer 'n eweredige aftrekking mag maak ten opsigte van enige tydperk van verlof wat aan 'n werkewer ingevolge die vierde voorbehoudbepaling van subklousule (2) toegestaan is, en voorts met dien verstande dat 'n werkewer—

(i) wat sy diens verlaat sonder kennisgewing en sonder om die kennisgewingtydperk voorgeskryf in klosule 13, uit te dien, tensy die werkewer die kennisgewing kwytgeskeld het of die werkewer die werkewer in plaas van kennisgewing betaal het; of

(ii) wat sy diens verlaat sonder 'n rede wat regtens by wet as voldoende geag word; of

(iii) wat deur sy werkewer sonder kennisgewing vir 'n rede wat regtens as voldoende vir sodanige ontslag sonder kennisgewing geag word,  
geen besoldiging kragtens hierdie subparagraaf mag ontvang nie.

(5) *Verlofbonus.*—Na voltooiing van een jaar diens by die selfde werkewer, moet opsiener-operateurs, leier-operateurs, ambagsmanne, opsiener-ambagsmanne en graad I-IA- en II-operateurs saam met hul verlofbesoldiging 'n verlofbonus van R110 per jaar betaal word; met dien verstande dat die bonus pro rata verminder word vir diensonderbrekings, uitgesonderd dié waarvoor daar in subklousule (6) hiervan voorsiening gemaak word. Die verlofbonus mag nie opgehoop word nie en moet voor of op die laaste betaaldag voordat die grootste gedeelte van 'n werkewer se verlof elke jaar begin, ten volle betaal word.

(6) Vir die toepassing van hierdie klosule word die uitdrukking „diens“ geag enige tydperk of tydperke in te sluit waarin die werkewer—

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

(b) op las of op versoek van sy werkewer van sy werk afwesig is;

(c) kragtens klosule 10 of die fondse bedoel in klosule 11, na gelang van die geval, met siekteverlof afwesig is;

(d) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

wat altesaam in 'n jaar hoogstens 16 weke beloop ten opsigte van punte (a), (b) en (c) plus hoogstens vier maande opleiding wat ingevolge punt (d) in daardie jaar ondergaan is, en diens word geag te begin—

(i) in die geval van 'n werkewer wat vóór die inwerkingtreding van hierdie Ooreenkoms op verlof kragtens enige wet geregtig geword het, vanaf die datum waarop sodanige werkewer laas op sodanige verlof kragtens so 'n wet geregtig geword het;

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

(iii) in die geval van enige ander werkewer, vanaf die datum waarop dié werkewer by sy werkewer in diens getree het, of vanaf die aanvangsdatum van hierdie Ooreenkoms, naamlik die jongste datum.

(7) *Savings.*—The provisions of subclause (2) (c) shall not apply to a shift-worker.

### 8. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employee, other than a shift-worker, shall be entitled to and be granted paid leave on all statutory holidays when they fall on a normal work day and payment therefor shall be made at the same rate as the employee would have received had he worked on such day; provided that an employee may be required to work on such day.

(2) An employee, other than a shift-worker, required to work on any of the said public holidays shall be paid not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(3) Shift-workers shall, in substitution for the statutory holidays as they fall due, be granted in each year an additional day's paid leave on full pay for each such statutory holiday, provided that such additional leave may not be accumulated.

(4) Whenever an employee, other than a shift-worker, works on a Sunday the employer shall pay to such employee—

(a) in the case of an artisan, and any employees working with him, if he so works for a period not exceeding two hours, four hours normal pay; and

(b) if he so works for a period not exceeding four hours, 9½ hours normal pay;

(c) if he so works for a period exceeding four hours but not exceeding 9½ hours, 18½ hours normal pay;

(d) if he so works for a period exceeding 9½ hours, double his ordinary hourly rate of pay for the total period worked on such Sunday.

(5) Whenever a shift-worker works on a Sunday, his employer shall pay him not less than one and one-half times his hourly wage for the total period worked by him on such Sunday.

(6) Whenever a shift-worker works in his 24-hour or 48-hour free period, his employer shall pay him at a rate not less than double his ordinary rate of remuneration in respect of the total period worked, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater.

### 9. PENSION BENEFITS

All employees who are eligible for membership of the Natal Chamber of Industries Group Pension and Life Assurance Plan shall become members and shall pay the required premiums and be subject to the rules governing that Plan.

### 10. SICK LEAVE

(1) An employer shall grant to his employee other than a casual labourer or a task worker, who is absent from work through incapacity, sick leave on the following basis and pay such employee in respect of any period of absence in terms of this subclause not less than the remuneration herein provided for:

<i>Length of employment</i>	<i>Maximum entitlement in any one year of service</i>
Up to 24 months...	Up to 4 weeks...
After 24 months...	Up to 6 weeks...
After 30 months...	Up to 8 weeks...
After 36 months....	Up to 13 weeks

at 50 per cent of his normal pay.

Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on half pay at a rate of more than, in the case of an employee who works a five day week, two working days in respect of each completed period of five weeks of employment and, in the case of every other employee, two working days in respect of each completed month of employment;

(ii) no such leave may be accumulated;

(iii) the employer may require the production of a certificate signed by the Company Medical Officer showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed.

(2) For the purpose of this clause, the expression—

(a) "employment" shall have the same meaning as in clause 7 (6);

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by—

(i) an employee's own misconduct; or

(ii) assault, whether provoked or not; or

(iii) an accident within the meaning of the Workmen's Compensation Act, 1941.

(7) *Voorbeholdsbeplings.*—Die beplings van subklousule (2) (c) is nie op 'n skofwerker van toepassing nie.

### 8. OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werknemer, uitgesonderd 'n skofwerker, is geregtig op verlof en dit moet met volle besoldiging aan hom toegestaan word op alle statutêre vakansiedae wanneer hulle op 'n gewone werkdag val en besoldiging daarvoor moet teen dieselfde skaal betaal word wat die werknemer sou ontvang het indien hy op dié dag gewerk het; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(2) 'n Werknemer, uitgesonderd 'n skofwerker, van wie vereis word om op enige van genoemde openbare vakansiedae te werk moet minstens een en een derde maal sy gewone loon vir die totale tydperk op so 'n dag gewerk, betaal word, benewens die besoldiging wat hy sou gekry het al het hy nie gewerk nie.

(3) Skofwers moet, ter vervanging van die statutêre vakansiedae soos hulle voorkom, elke jaar 'n ekstra dag verlof met volle besoldiging vir elke sodanige statutêre vakansiedag toegestaan word, met dien verstande dat sodanige ekstra verlof nie mag oploop nie.

(4) Wanneer 'n werknemer, uitgesonderd 'n skofwerker, op 'n Sondag werk, moet die werkewer sodanige werknemer—

(a) in die geval van 'n ambagsman, en enige werknemers wat saam met hom werk, indien hy aldus vir 'n tydperk van hoogstens twee uur werk, vir vier uur sy gewone besoldiging betaal; en

(b) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, vir 9½ uur sy gewone besoldiging betaal;

(c) indien hy aldus vir 'n tydperk van meer as vier uur maar hoogstens 9½ uur werk, vir 18½ uur sy gewone besoldiging betaal;

(d) indien hy aldus vir 'n tydperk van meer as 9½ uur werk, dubbel sy gewone uurloon vir die hele tydperk op sodanige Sondag gewerk.

(5) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkewer hom minstens een en 'n half maal sy uurloon betaal vir die hele tydperk wat hy op so 'n Sondag werk.

(6) Wanneer 'n skofwerker in sy 24-uur- of 48-uur-vrytydperk werk, moet sy werkewer hom betaal teen 'n skaal van minstens dubbel sy gewone loon vir die hele tydperk gewerk, of minstens dubbel die gewone besoldiging wat vir 'n tydperk wat gewoonweg deur hom op 'n weekdag gewerk word, betaalbaar is, naamlik die grootste bedrag.

### 9. PENSIOENVOORDELE

Alle werknemers wat vir lidmaatskap van die Natalse Kamer van Nywerhede se Groeps pensioen- en Lewensversekeringskema in aanmerking kom, is lede en moet die vereiste premies betaal en is onderhewig aan die reëls van daardie skema.

### 10. SIEKTEVERLOF

(1) 'n Werkewer moet aan sy werknemer, uitgesonderd 'n los arbeider of 'n taakwerker, wat weens werkvermoë van sy werk afwesig is, siekteverlof op onderstaande grondslag verleen en sodanige werknemer ten opsigte van 'n tydperk van afwesigheid ooreenkomsdig hierdie subklousule minstens die besoldiging betaal soos hieronder bepaal:—

*Lengte van diens Maksimum waarop geregtig in een jaar diens*

Tot 24 maande... Tot 4 weke...

Na 24 maande... Tot 6 weke... teen 50 persent van sy ge-

Na 30 maande... Tot 8 weke... wone besoldiging.

Na 36 maande... Tot 13 weke...

Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agterenvolgende maande diens nie op meer siekteverlof met halfbesoldiging geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, twee werkdae ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, twee werkdae ten opsigte van elke voltoode maand diens;

(ii) geen sodanige verlof opgehoop mag word nie;

(iii) die werkewer kan eis dat 'n sertifikaat wat deur die mediese beampete van die Maatskappy onderteken is en wat die aard en duur van die werknemer se siekte meld, ingedien word ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word.

(2) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) „diens“ dieselfde as in klousule 7 (6);

(b) „ongeskiktheid“ onvermoë om te werk weens enige siekte of bescering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

(ii) 'n aanval, hetso dit uitgelok is of nie; of

(iii) 'n ongeluk binne die bestek van die Ongevallewet, 1941.

(3) *Savings.*—The provisions of this clause shall not apply to employees who are members of the SAICCOR Medical and Sick Benefit Fund referred to in clause 11.

#### 11. MEDICAL AND SICK BENEFIT FUND

All employees who are acceptable to the SAICCOR Medical and Sick Benefit Fund shall become members and shall pay the required premiums and be subject to the rules governing the Fund.

#### 12. PRODUCTION BONUS

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, other than this clause, an employer may pay an employee additional remuneration in the form of a production bonus.

(2) An employer who introduces or amends a production bonus scheme shall notify the trade union parties to this agreement whose members are involved, and shall publish details of the scheme or amendment in the workplace of the employees concerned, filing a copy with the Secretaries.

Should the scheme or amendment not meet with the approval of the trade union parties, the matter shall be debated forthwith between the employer and the trade union concerned.

(3) No apprentice or trainee operator shall qualify for a production bonus.

#### 13. TERMINATION OF CONTRACT OF SERVICE

(1) An employer or his employee, other than a casual labourer or a task worker, shall give not less than 24 hours' notice of his intention to terminate the contract of employment, or may terminate the contract without notice of paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice not more than one day's pay; provided that this shall not affect—

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

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

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

(2) When an Agreement is entered into in terms of the second proviso to subclause (1) the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in subclause (1) shall not be given during, nor shall any period thereof run concurrently with, an employee's absence—

(a) on annual leave in terms of clause 7;

(b) on sick leave in terms of clause 10 or the fund referred to in clause 11, as the case may be;

(c) whilst undergoing military training in pursuance of the Defence Act of 1957, as amended;

(4) The notice referred to in subclause (1) shall take effect from the time it is given and, save as provided in subclause (3), may be given at any time, provided that such notice shall always be deemed to expire at the end of the shift or day's work following the day on which it is given.

#### 14. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in good condition, free of charge, any uniforms, overalls or protective clothing which he may require his employee to wear, or which by any law or regulation he may be compelled to provide for his employee and such uniforms, overalls and protective clothing shall remain the property of the employer.

#### 15. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of the employers and employees 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.

#### 16. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct the following amount from the earnings of each of his employees to whom this Agreement applies.

(3) *Voorbeholdsbeplings.*—Die beplings van hierdie klousule is nie van toepassing nie op werknekmers wat lede is van die SAICCOR Mediese- en Siektebystandsfonds wat in klousule 11 bedoel word.

#### 11. MEDIESE- EN SIEKTEBYSTANDSFONDS

Alle werknekmers wat aanneemlik is vir die SAICCOR Mediese- en Siektebystandsfonds sal lede word en moet die vereiste premies betaal en die reëls van die Fonds nakom.

#### 12. PRODUKSIEBONUS

(1) Behoudens die voorwaarde dat geen werknekmer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms, uitgesondert hierdie klousule, geregtig is nie, kan 'n werkewer aan 'n werknekmer bykomende besoldiging betaal in die vorm van 'n produksiebonus.

(2) 'n Werkewer wat 'n produksiebonusskema invoer of wysig, moet die vakverenigings wat partye by hierdie Ooreenkoms is en wie se lede daarby betrokke is, daarvan verwittig en hy moet besonderhede van die skema of wysiging in die werkplek van die betrokke werknekmers opplak, en 'n afskrif daarvan by die Sekretaris indien.

Ingeval die skema of wysiging nie die goedkeuring van die vakverenigingspartye wedra nie, moet die werkewer en die betrokke vakvereniging die saak onmiddellik met mekaar bespreek.

(3) Geen vakleerling of kwekelingoperateur kom vir 'n produksiebonus in aanmerking nie.

#### 13. BEEINDIGING VAN DIENSKONTRAK

(1) 'n Werkewer of sy werknekmer, uitgesondert 'n los arbeider of 'n taakwerker, moet minstens 24 uur kennis gee van sy voorneme om die dienskontrak te beeindig, of 'n werkewer of 'n werknekmer kan die dienskontrak sonder kennisgiving beeindig deur, in plaas van sodanige kennisgiving, hoogstens een dag se loon aan die werknekmer te betaal of dit aan die werkewer te betaal of te verbeur, na gelang van die geval; met dien verstande dat dit nie inbreuk maak nie op—

(a) die reg van 'n werkewer of 'n werknekmer om die dienskontrak sonder kennisgiving te beeindig om enige rede wat regtens as voldoende erken word;

(b) enige skriftelike ooreenkoms tussen 'n werkewer en 'n werknekmer wat voorsiening maak vir 'n diensopseggingsyndrome van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(c) die werking van enige verbeurings of strafbepalings wat regtens toegepas kan word ingeval 'n werknekmer dros.

(2) As 'n Ooreenkoms aangegaan word kragtens die tweede voorbeholdsbeplings van subklousule (1), moet die betaling in plaas van die diensopseggings in verhouding wees tot die diensopseggingsyndrome waaraop daar ooreengekom is.

(3) Die kennisgiving bedoel in subklousule (1) moet nie gegee word nie gedurende, en geen tydperk daarvan moet saamval nie met 'n werknekmer se afwesigheid—

(a) met jaarlikse verlof kragtens klousule 7;

(b) met siekterverlof kragtens klousule 10 of die fonds bedoel in klousule 11, na gelang van die geval;

(c) terwyl hy militêre opleiding kragtens die Verdedigingswet, 1957, soos wysig, ondergaan.

(4) Die kennisgiving bedoel in subklousule (1), word van krag vanaf die tyd wat dit gegee word en kan, behoudens soos in subklousule (3) bepaal, te eniger tyd gegee word, met dien verstande dat sodanige kennisgiving altyd geag word te verstryk aan die einde van die skof of dag se werk wat volg op die dag waarop dit gegee word.

#### 14. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkewer moet alle uniforms, oorpakke of beskermende klerke wat hy van sy werknekmer kan vereis om te dra, of wat hy kragtens 'n wet of regulasie verplig is om aan sy werknekmer te verskaf, kosteloos verskaf en in 'n goeie toestand hou, en sodanige uniforms, oorpakke en beskermende klerke bly die werkewer se eiendom.

#### 15. AGENTE

Die Raad kan een of meer aangewese persone aanstel as agente om met die uitvoering van die beplings van hierdie Ooreenkoms behulpsaam te wees. Die werkewers en werknekmers is verplig om dié agente toe te laat om die ondersoek in te stel en die boeke en/of geskrifte te ondersoek en die persone te ondervra wat vir hierdie doel nodig mag wees.

#### 16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkewer die volgende bedrae van die verdienste van elkeen van sy werknekmers op wie hierdie Ooreenkoms van toepassing is, aftrek.

<i>Class of employee</i>	<i>Deduction per week</i>
Grade V employee.....	1 cent
Grade IV employees and	
Grade IA and II operators.....	2 cents
All other employees (excluding labourers).....	4 cents

To the aggregate of the amounts deducted the employer shall add an equal amount and forward, not later than the 15th day of the following month, the total sum for the month in question to the Secretary of the Council, accompanied by a statement showing the total number of employees concerned.

## 17. REGISTRATION OF EMPLOYERS

(1) Every employer who has not done so pursuant to any previous agreement of the Council shall, within one month from the date on which the Agreement comes into operation and every employer entering the Dissolving Pulp Manufacturing Industry after the date shall, within one month from the date of commencement of operation by him forward to the Secretary of the Council the following particulars:

- (a) His full name and address;
- (b) his business address;
- (c) the date of commencement of operation;
- (d) the number of employees falling under the jurisdiction of the Council.

(2) Where the employer is a partnership or a company, information in accordance with subclause (1) of this clause, as well as the title under which the partnership operates, shall be furnished in respect of each partner or the directors of the company.

(3) The Secretary of the Council shall maintain a register of employers (including partnerships and companies).

## 18. TRADE UNIONS

(1) The employer shall recognise and conduct all negotiations on working conditions as covered by this Agreement with the undermentioned Trade Unions during the operation of this Agreement:

Amalgamated Engineering Union of South Africa.  
South African Electrical Workers' Association.

(2) On receipt of the appropriate form, duly completed, by an employee, requesting deduction of Trade Union membership subscriptions, the employer shall deduct, with effect from the commencement of the first pay week thereafter, weekly subscriptions and shall pay over by cheque to the authorised banking account of the relevant Union the amounts so collected each month; provided always that there shall be a payment due to each such employee from which such deduction can be made, and that after the expiry of three months from the date of such first deduction an employee may revoke such authority on giving not less than four complete pay weeks notice, in writing, to the employer.

(3) While the employer will not permit within the factory premises any trade union organisational work or activity during normal working hours, the employer shall give to any of his employees who are on the Council every facility to attend to their duties in connection with the Council.

## 19. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

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

## 20. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may after one week's notice, in writing, to the person concerned, withdraw such exemption, whether or not the period for which it was granted, has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause, 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) 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; and
  - (b) retain a copy of each licence issued.

<i>Klas werknemer</i>	<i>Aftrekking per week</i>
Graad V-werknemer.....	1 sent
Graad IV-werknemer en	
Graad IA- en II-operateur.....	2 sent
Alle ander werknemers (uitgesonderd arbeiders).....	4 sent

By die totaal van die bedrae afgetrek moet die werkewer 'n gelyke bedrag voeg en die totale som vir die betrokke maand voor of op die 15de dag van die volgende maand aan die Sekretaris van die Raad stuur, tesame met 'n staat wat die totale getal betrokke werknemers aantoon.

## 17. REGISTRASIE VAN WERKGEWERS

(1) Elke werkewer wat dit nie ingevolge enige vorige Ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf die datum waarop die Ooreenkoms in werking tree, en elke werkewer wat na daardie datum tot die Oplospulpnywerheid toetree, moet binne een maand vanaf die datum waarop hy met werkzaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad stuur:—

- (a) Sy volle naam en adres;
- (b) sy besigheidsadres;
- (c) die datum van aanvang van werkzaamhede;
- (d) die getal werknemers wat onder die jurisdiksie van die Raad val.

(2) As die werkewer 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig subklousule (1) van hierdie klousule, asook die titel waaronder die vennootskap optree, ten opsigte van elke vennoot of die direkteure van die maatskappy verstrekk word.

(3) Die Sekretaris van die Raad moet 'n register van werkewers (met inbegrip van vennootskappe en maatskappye) byhou.

## 18. VAKVERENIGINGS

(1) Die werkewer moet ondergenoemde vakverenigings erken, en alle onderhandelings oor diensvoorraades, soos deur hierdie Ooreenkoms gedek, met hulle voer solank hierdie Ooreenkoms van krag bly:—

Amalgamated Engineering Union of South Africa.  
South African Electrical Workers' Association.

(2) By ontvangs van die betrokke vorm, behoorlik ingevul, deur 'n werknemer wat die aftrekking van vakvereniginglede-geld versoek, moet die werkewer met ingang van die eerste betaalweek daarna, weekliks ledeleg af trek en die bedrae aldus elke maand ingesamel, per tjal in die goedgekeurde bankrekening van die betrokke vereniging inbetaal, altyd met dien verstande dat daar 'n betaling aan elke sodanige werknemer ver-skuldig is; waarvan dié aftrekking gemaak kan word, en dat na die verstrekking van drie maande vanaf die datum van die eerste aftrekking, 'n werknemer dié magtiging kan herroep deur die werkewer minstens vier volle betaalweke skriftelik kennis daarvan te gee.

(3) Terwyl die werkewer geen vakverenigingsorganisasiewerk op of in die fabriekspersone gedurende gewone werkure sal toelaat nie, moet hy aan enigeen van sy werknemers wat lede van die Raad is, alle faciliteite verleen om hulle pligte in verband met die Raad na te kom.

## 19. VERBOD OP INDIENSNEMING VAN ENIGIEMAND ONDER DIE LEEFTYD VAN 15 JAAR

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

## 20. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaarde stel ingevolge waarvan die vrystellings verleen word en die tydperk waarin dit van krag is, en hy kan na een week se skriftelike kennisgewing aan die betrokke persoon dié vrystelling intrek, hetsy die tydperk waarvoor dit toegestaan is verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van hierdie klousule toegestaan is, 'n sertifikaat uitrek wat deur hom onderteken is en waarin onderstaande vermeld word—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaarde waarop vrystelling verleen word; en
- (d) die tydperk waarvoor vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer; en
- (b) 'n afskrif bewaar van elke sertifikaat wat uitgereik word.

(5) Where any exemption is applied for affecting the conditions of employment of any employee, such application for exemption must be submitted, in writing, to the Secretary of the Council, duly signed by the employer and employee affected.

(6) The employer shall observe the provisions of any licence of exemption issued in terms of this clause.

## 21. ADMINISTRATION OF AGREEMENT

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

The employer and the trade unions having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at, and affix their signatures hereto.

Signed on behalf of the parties at Umkomaas this 19th day of June 1968.

J. WHARTON,  
Chairman of the Council.  
A. BRITZ,  
Vice-Chairman of the Council.  
L. D. THORNE,  
Secretary of the Council.

No. R. 1972 25 October 1968  
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941  
DISSOLVING PULP MANUFACTURING INDUSTRY

I, Marais Viljoen, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Dissolving Pulp Manufacturing Industry, published under Government Notice No. R. 1971 of 25 October 1968 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated hereby, than the relative provisions of the said Act; and

(b) in terms of section 54 (1) of the said Act, and with effect from the second Monday after the date of publication of this notice and for the period ending 29 June 1970, hereby exempt all employers who are subject to the provisions of the said Agreement, from the requirements of section 21A of the said Act in respect of employees who are entitled to sick leave in terms of clause 10 of the said Agreement and in respect of employees who are members of the SAICCOR Medical and Sick Benefit Fund referred to in clause 11 of the said Agreement.

M. VILJOEN,  
Minister of Labour.

(5) Indien daar om 'n vrystelling aansoek gedoen word wat die diensvoorraarde van enige werknemer raak, moet sodanige aansoek om vrystelling, behoorlik deur die werkgever en die betrokke werknemer onderteken, skriftelik aan die Sekretaris van die Raad voorgelê word.

(6) Die werkgever moet die bepalings van enige vrystelling-sertifikaat, uitgereik ingevolge hierdie klousule, nakom.

## 21. TOEPASSING VAN OOREENKOMS

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

Nademaal die Werkgever en die Vakverenigings die Ooreenkoms hierin uiteengesit, opgestel het, verklaar die ondergetekende gemagtigde beampies van die Raad hiermee dat die voorafgaande die Ooreenkoms is en heg hulle handtekenings hieraan.

Namens die partye op hede die 19de dag van Junie 1968 te Umkomaas onderteken.

J. WHARTON,  
Voorsitter van die Raad.  
A. BRITZ,  
Ondervorsitter van die Raad.  
L. D. THORNE,  
Sekretaris van die Raad.

No. R. 1972 25 Oktober 1968

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

## OPLOSPULPNYWERHEID

EK, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Oplospulpnywerheid, gepubliseer by Goewermentskennisgewing No. R. 1971 van 25 Oktober 1968, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Junie 1970 eindig, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van genoemde Wet ten opsigte van werknemers wat op siekterlof kragtens klousule 10 van genoemde Ooreenkoms geregtig is en ten opsigte van werknemers wat lede is van die SAICCOR Mediese-en Siektebystandsfonds vermeld in klousule 11 van genoemde Ooreenkoms.

M. VILJOEN,  
Minister van Arbeid.

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