



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

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#### GOEWERMENTSKENNISGEWING

##### DEPARTEMENT VAN ARBEID

No. R. 218 18 Februarie 1977

##### WET OP NYWERHEIDSVERSOENING, 1956

BEROEP VAN TANDWERKTUIGKUNDIGE, REPUBLIEK VAN SUID-AFRIKA.—HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beroep van Tandwerktuigkundige betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 Desember 1977 eindig, bindend is vir die werkgewers en werknemers wat in die Arbeidskomitee vir Tandwerktuigkundiges verteenwoordig is;

(b) kragtens artikel 48 (1) (b) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (2) (d) en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 Desember 1977 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 Beroep in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (2) (d) en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 Desember 1977 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Beroep 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.

S. P. BOTHA, Minister van Arbeid.

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#### GOVERNMENT NOTICE

##### DEPARTMENT OF LABOUR

No. R. 218 18 February 1977

##### INDUSTRIAL CONCILIATION ACT, 1956

DENTAL MECHANICIAN OCCUPATION, REPUBLIC OF SOUTH AFRICA.—MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Dental Mechanician Occupation, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 15 December 1977, upon the employers and employees who are represented on the Dental Mechanics Labour Committee;

(b) in terms of section 48 (1) (b) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (2) (d) and 19, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 15 December 1977, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Occupation in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending 15 December 1977, the provisions of the said agreement, excluding those contained in clauses 1, 2, 5 (2) (d) and 19, shall *mutatis mutandis* be binding upon all Bantu employed in the said Occupation 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.

S. P. BOTHA, Minister of Labour.

5408—1

## BYLAE

NYWERHEIDSRaad VIR DIE BEROEP VAN TANDWERK-  
TUIGKUNDIGE IN DIE REPUBLIEK VAN SUID-AFRIKA

## OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos toegepas deur die Wet op Tandwerktuigkundiges, 1945, en soos ooreengekom deur die Arbeidskomitee vir Tandwerktuigkundiges, wat 'n nywerheidsraad is wat geag word geregistreer te wees ingevolge eersgenoemde Wet en wat bestaan uit verteenwoordigers van—

- (1) tandartse wat werkgewers van tandwerktuigkundiges is; en
  - (2) tandwerktuigkundiges wat werkgewers van tandwerktuigkundiges is;
- aan die een kant (hieronder die "werkgewers" genoem), en
- (3) tandwerktuigkundiges wat werknemers van tandartse of van tandwerktuigkundiges is;
- aan die ander kant (hieronder die "werknemers" genoem).

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers wat die beroep van tandwerktuigkundige in die Republiek van Suid-Afrika uitoefen of daarin werksaam is.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

## 3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word en wat in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; waar melding van 'n Wet gemaak word, word ook alle wysigings van sodanige 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, No. 28 van 1956, soos toegepas by die Wet op Tandwerktuigkundiges, No. 30 van 1945;

"vakleerling" 'n werknemer wat 'n skriftelike leerlingskontrak uitdien wat ingevolge die Wet op Tandwerktuigkundiges, No. 30 van 1945, registreer is of geag word geregistreer te wees;

"Raad die Raad vir Tandwerktuigkundiges ingestel kragtens artikel 2 van die Wet op Tandwerktuigkundiges, 1945 (Wet 30 van 1945);"

"Komitee" die Arbeidskomitee vir Tandwerktuigkundiges ingestel kragtens artikel 25 (1) van die Wet op Tandwerktuigkundiges, No. 30 van 1945, en wat geag word geregistreer te wees as 'n nywerheidsraad ingevolge die Wet;

"kontraakteur" 'n persoon wat werk in die beroep van tandwerktuigkundige op kontraktariële aanvaar;

"tandwerktuigkundige" 'n persoon wat kragtens artikel 12 van Wet 30 van 1945 as sodanig geregistreer is en wat die laboratoriumdeel van die vervaardiging en bereiding van protetiese werk uitvoer ten opsigte waarvan die chirurgiese werk vooraf deur 'n geregistreerde tandarts verrig is;

"beroep van tandwerktuigkundige" die uitvoering van die laboratoriumdeel van die vervaardiging en bereiding van protetiese werk ten opsigte waarvan die chirurgiese werk vooraf deur 'n geregistreerde tandarts verrig is;

"werknemer" nie ook 'n vakleerling of 'n kontraakteur nie;

"bedryfsinrigting" 'n plek waar 'n werksaamheid in verband met die beroep van tandwerktuigkundige verrig word;

"uurloon" die weekloon gedeel deur 42;

"maand" 'n kalendermaand;

"weekloon" die maandloon verdeel deur vier en een-derde.

## 4. LONE

(1) (a) Elke werkgewer betaal en elke werknemer ontvang 'n minimum loon soos per die volgende loonskaal:

R3 600×240—R4 800×360—R6 600×480—R8 040, per jaar.

(b) Die aanvang van die loonskaal, soos uiteengesit in paragraaf (a), begin op die datum van registrasie van die werknemer as 'n tandwerktuigkundige, en elke werknemer is geregtig op die jaarlikse loon volgens sy jare van diens as tandwerktuigkundige na registrasie, as volg:

Gedurende die—

eerste jaar: R3 600;  
tweede jaar: R3 840;  
derde jaar: R4 080;  
vierde jaar: R4 320;  
vyfde jaar: R4 560;  
sesde jaar: R4 800;  
sewende jaar: R5 160;  
agste jaar: R5 520;

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE DENTAL MECHANICIAN  
OCCUPATION IN THE REPUBLIC OF SOUTH AFRICA

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as applied by the Dental Mechanics Act, 1945, and arrived at by the Dental Mechanics Labour Committee, being an Industrial Council deemed to be registered under the former Act and consisting of representatives of—

- (1) dentists who are employers of dental mechanics; and
  - (2) dental mechanics who are employers of dental mechanics;
- of the one part (hereinafter referred to as "the employers");
- (3) dental mechanics who are employees of dentists or of dental mechanics;
- of the other part (hereinafter referred to as "the employees").

## 1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed by all employers and employees engaged or employed in the Dental Mechanician Occupation in the Republic of South Africa.

## 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 48 of the Act, and shall remain in force for a period of one year or for such period as may be determined by him.

## 3. DEFINITIONS

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

"Act" shall mean the Industrial Conciliation Act, No. 28 of 1956, as applied by the Dental Mechanics Act, No. 30 of 1945;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Dental Mechanics Act, No. 30 of 1945;

"Board" means the Dental Mechanics Board established in terms of section 2 of the Dental Mechanics Act, 1945 (Act 30 of 1945);

"Committee" means the Dental Mechanics' Labour Committee established in terms of section 25 (1) of the Dental Mechanics Act, No. 30 of 1945, and deemed to be registered as an Industrial Council under the Act;

"contractor" shall mean any person who accepts work in the dental mechanician occupation on contract rates;

"dental mechanician" means any person registered as such in terms of section 12 of Act 30 of 1945, who carries out the laboratory side of the manufacture and preparation of prosthetic work, the surgery work having previously been carried out by a registered dental practitioner;

"dental mechanician occupation" means the carrying out of the laboratory side of the manufacture and preparation of prosthetic work, the surgery work having previously been carried out by a registered dental practitioner;

"employee" shall not include an apprentice nor a contractor;

"establishment" means any place in which any operation in connection with the dental mechanician occupation is carried on;

"hourly wage" means the weekly wage divided by 42;

"month" means a calendar month;

"weekly wage" means the monthly wage divided by four and one-third.

## 4. WAGES

(1) (a) Every employer shall pay and every employee shall receive a minimum wage at the rate of the following scale:

R3 600×240—R4 800×360—R6 600×480—R8 040, per annum.

(b) The commencement of the scale of wages, as set out in paragraph (a), shall be the date of registration of the employee as a dental mechanician and every employee shall be entitled to the annual wage according to his years of service as a dental mechanician after registration, as follows:

During the—

first year: R3 600;  
second year: R3 840;  
third year: R4 080;  
fourth year: R4 320;  
fifth year: R4 560;  
sixth year: R4 800;  
seventh year: R5 160;  
eighth year: R5 520;

negende jaar: R5 880;  
 tiende jaar: R6 240;  
 elfde jaar: R6 600;  
 twaalfde jaar: R7 080;  
 dertiende jaar: R7 560;  
 veertiende jaar en daarna: R8 040:

Met dien verstande dat in die geval van 'n werknemer wat vóór die datum van sy registrasie as 'n tandwerktuigkundige buite die Republiek van Suid-Afrika as 'n tandwerktuigkundige gedien het, dié tydperk, soos deur die Raad vir Tandwerktuigkundiges aanvaar, in aanmerking geneem moet word by die bepaling van die minimum loon van sodanige werknemer en nie die datum van registrasie as 'n tandwerktuigkundige in die Republiek van Suid-Afrika nie.

(2) Elke werkgever betaal en elke werknemer, wat sy leertyd voltooi het maar nog nie as 'n tandwerktuigkundige geregistreer is nie en terwyl hy in diens is kragtens 'n dienskontrak ingevolge artikel 15 van Wet 30 van 1945, ontvang 'n minimum loon gelyk aan dié van 'n vakleerling in sy vyfde jaar.

(3) As 'n werknemer in diens geneem word om 'n gereelde werknemer of 'n kontrakteur af te los oor 'n tydperk waartydens 'n gereelde werknemer of kontrakteur afwesig is met siekte- of ander verlof, moet die besoldiging aan hom betaalbaar op 'n uurgroondslag bereken word en nie op totale besoldiging wat minder is as dié waarvoor in hierdie klousule voorsiening gemaak word nie.

(4) Niks in hierdie Ooreenkoms mag die loon verminder nie van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms, 'n hoër loon ontvang as die minimum loon waarvoor daar in hierdie klousule voorsiening gemaak word, en solank sodanige werknemer in diens van dieselfde werkgever bly, moet daar steeds aan hom 'n loon betaal word wat nie laer is nie as sodanige hoër loon en is hy daarop geregtig asof dit die minimum loon vir daardie werknemer is.

#### 5. BETALING VAN LONE EN GEMAGTIGDE AFTREKKINGS

(1) Lone en ander bedrae wat aan 'n werknemer verskuldig is, moet maandeliks in kontant of per tjek betaal word, en wel nie later nie as 12h00 op die laaste werkdag van die maand waarvoor die betaling verskuldig is, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag soos voorgeskryf. Wettige kwitansies moet verkry word vir elke betaling van loon of ander verskuldigde bedrae aan die werknemer.

(2) Daar mag niks hoegenaamde van bedrae wat aan 'n werknemer verskuldig is, afgetrek word nie: Met dien verstande dat—

(a) behalwe waar anders bepaal word, indien 'n werknemer van sy werk afwesig was buite die toedoen van die werkgever, 'n pro rata-bedrag vir verlore tyd afgetrek mag word;

(b) met die skriftelike toestemming van die werknemer, die werkgever bedrae vir versekerings- of pensioenfondse mag aftrek;

(c) 'n bedrag wat 'n werkgever ingevolge 'n Wet, ordonnansie of 'n bevel van 'n hof met regsbevoegdheid verplig is om namens 'n werknemer te betaal en wat hy wel betaal het, afgetrek mag word;

(d) met die skriftelike toestemming van die werknemer, die werkgever bedrae as bydraes tot die fondse van 'n geregistreerde vakvereniging mag aftrek.

(3) Die werkgever moet besonderhede van alle betalings en bedrae wat afgetrek is, inskryf in 'n loonregister wat deur die werknemer geteken moet word.

#### 6. GEWONE WERKURE

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer vereis of hom toelaat om—

(a) langer as 42 uur, uitgesonderd etenstye, in 'n week te werk nie; of

(b) meer as vyf dae in 'n week—Maandag tot Vrydag—te werk nie; of

(c) op 'n Saterdag te werk nie; of

(d) vir meer as agt en een halwe uur per dag van Maandag tot Donderdag en agt uur op Vrydag te werk nie; of

(e) tussen die ure 18h00 en 08h00 of, in die geval van vroue, na 13h00 op meer as vyf dae per week te werk nie; of

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

(2) Behoudens andersluidende bepalings in hierdie Ooreenkoms, word 'n werknemer, benewens enige tydperk waarin hy werklik werk, geag aan die werk te wees—

(a) gedurende die hele pouse in sy werk as—

(i) dit hom nie vry staan om die perseel van sy werkgever vir dié hele pouse te verlaat nie; of

ninth year: R5 880;  
 tenth year: R6 240;  
 eleventh year: R6 600;  
 twelfth year: R7 080;  
 thirteenth year: R7 560;  
 fourteenth year and thereafter: R8 040:

Provided that in the case of an employee who served as a dental mechanic outside the Republic of South Africa prior to the date of his registration as a dental mechanic, such period as accepted by the Dental Mechanics Board, shall be taken into consideration in establishing the minimum wage of such an employee and not the date of registration as a dental mechanic in the Republic of South Africa.

(2) Every employer shall pay and every employee, who having completed his period of apprenticeship but who is not yet registered as a dental mechanic and whilst being employed under a contract of employment in terms of section 15 of Act 30 of 1945, shall receive a minimum wage equal to that of a fifth year apprentice.

(3) The remuneration payable to an employee who is employed to relieve a regular employee or a contractor for any period during which a regular employee or contractor is absent on sick or other leave, shall be on an hourly basis and shall not be based on total remuneration which is less than that provided for in this clause.

(4) Nothing in this Agreement shall operate to reduce the wage rate of an employee, who at the date on which this Agreement comes into operation, was being paid wages at a higher rate than the minimum rate provided for in this clause, and such employee shall, while he remains in the employ of the same employer, continue to be paid and be entitled to receive wages at a rate not lower than such higher rate as if that were the minimum rate in respect of that employee.

#### 5. PAYMENT OF WAGES AND AUTHORISED DEDUCTIONS

(1) Wages and other amounts due to an employee shall be paid in cash or by cheque monthly, and not later than 12h00 on the last working day of the month in respect of which payment is due, or on termination of employment if this takes place before the usual pay-day as prescribed. Legal receipts shall be obtained for every payment made to the employee on account of wages or other amounts due.

(2) No deductions of any description shall be made from amounts due to an employee, provided that—

(a) except where otherwise provided, if any employee has been absent from work through no fault of the employer, a pro rata amount for time lost may be deducted;

(b) with the written consent of the employee, deductions may be made by an employer for insurance or pension funds;

(c) any amount paid by an employer, compelled by any law, ordinance, or order of a competent court to make payment on behalf of an employee, may be deducted;

(d) with the written consent of an employee deductions may be made by an employer for contributions to the funds of a registered trade union.

(3) Particulars of all payments and deductions made shall be entered by the employer in a wage register, which shall be signed by the employee.

#### 6. ORDINARY HOURS OF WORK

(1) Save as otherwise provided in this Agreement no employer shall require or permit an employee to work and no such employee shall work—

(a) for more than 42 hours, excluding meal times, in any one week; or

(b) for more than five days in any one week—Monday to Friday; or

(c) on a Saturday; or

(d) for more than eight and a half hours per day from Monday to Thursday and eight hours on Fridays; or

(e) between the hours of 18h00 and 08h00 or females to work after 13h00 on more than five days per week; or

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

(2) Save as otherwise provided in this Agreement an employee shall be deemed to be working in addition to any period during which he is actually working—

(a) during the whole of any interval in his work if—

(i) he is not free to leave the premises of his employer for the whole of such interval; or

(ii) die duur van sodanige pouse nie in die registers aangetoon word nie wat ingevolge hierdie Ooreenkoms gehou moet word; en

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

Met dien verstande dat indien daar bewys word dat sodanige werknemer nie gewerk het nie en dat dit hom vry gestaan het om die perseel te verlaat gedurende enige gedeelte van 'n tydperk in paragraaf (a) van hierdie subklousule bedoel, die moontlikheid waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van sodanige werknemer in verband met daardie gedeelte van sodanige tydperk van toepassing is nie.

(3) Ondanks die bepalinge van subklousule (1) van hierdie klousule, kan die Komitee na die gesamentlike aansoek van 'n werkgever en 'n werknemer, en in ooreenstemming met die bepalinge van klousule 17 toelaat dat die werkgever op Saterdag werk, in welke geval die werkgever gedurende die week wat onmiddellik op sodanige Saterdag volg, aan die werknemer vry tyd sal toestaan gelyk aan dieselfde getal aanneulopende ure wat hy op sodanige Saterdag gewerk het: Met dien verstande dat waar die Komitee sy goedkeuring gegee het aan 'n aansoek dat 'n werknemer op Saterdag werk, sodanige werknemer nie toegelaat of daar nie van hom vereis mag word om meer as 42 uur gedurende 'n week te werk nie: Voorts met dien verstande dat die Komitee in so 'n geval die getal ure kan neerlê wat van sodanige werknemer vereis of wat hy toegelaat mag word om op enige dag van die week te werk.

(4) Vir die toepassing van subklousule 1 (a) hiervan, word 'n werknemer wat nie op 'n vakansiedag bedoel in klousule 8 (6) werk nie of wat op so 'n dag vir 'n korter tydperk werk as sy gewone werkure vir dié dag van die week waarop so 'n dag val, geag sy gemiddelde gewone ure op daardie dag te gewerk het.

(5) (a) Elke werkgever moet 'n register byhou in die vorm in Aanhangsel A hiervan voorgeskryf, ten opsigte van elkeen van sy werknemers, en waarin sodanige werknemers—

(i) daagliks die besonderhede van gewone en oortyd deur hom gewerk moet aanteken en dié besonderhede deur middel van sy handtekening moet bevestig; en

(ii) besonderhede moet aanteken van die tydperke wat hy van die werk afwesig was weens vakansieverlof, siekteverlof of om 'n ander rede.

(b) Aan die einde van elke maand diens van 'n werknemer, moet elke werkgever in die register in paragraaf (a) van hierdie subklousule bedoel, skriftelik sertifiseer dat die besonderhede gedurende daardie maand deur die werknemer aangeteken, waar en juis is.

## 7. OORTYDWERK

(1) Oortyd, dit wil sê die tyd gewerk buite die ure in klousule 6 van hierdie Ooreenkoms gespesifiseer, mag gewerk word volgens ooreenkoms tussen die werkgever en die werknemer.

(2) Daar mag van geen werknemer vereis word om sonder sy toestemming of vir meer as 10 uur in 'n week oortyd te werk nie: Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om soos volg oortyd te werk nie:

(a) Vir meer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

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

(d) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure tensy hy—

(i) voor middag sodanige werknemer daarvan kennis gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortyd werk moet begin; of

(iii) sodanige werknemer 'n voorgeskryfde toelae betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

(3) Geen werknemer mag ontslaan of in sy diens benadeel word nie omdat hy weier om oortyd te werk.

(4) Die minimum besoldiging wat vir oortydwerk betaal moet word, is soos volg:

(a) Dubbel die uurloon vir elke uur of gedeelte van 'n uur op statutêre openbare vakansiedae gewerk, benewens die besoldiging wat aan die werknemer verskuldig sou gewees het as hy nie aldus gewerk het nie.

(b) Een en een-derde maal die uurloon vir elke uur of gedeelte van 'n uur aldus op weekdae gewerk, en behalwe soos anders bepaal in klousule 6 (3), op Saterdag: Met dien verstande dat indien oortyd op 'n daaglikse grondslag bereken, verskil van dié op 'n weeklikse grondslag bereken, die grondslag wat die gunstigste vir die werknemer is, gebruik moet word.

(c) Wanneer 'n werknemer op 'n Sondag gewerk, moet sy werkgever hom—

(i) of minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of dubbel sy gewone loon ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk, naamlik die grootste bedrag;

(ii) the duration of such interval is not shown in the records required to be kept in terms of this Agreement; and

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

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

(3) Notwithstanding the provisions of subclause (1) of this clause, the Committee may upon the joint application of an employer and employee, and in accordance with the provisions of clause 17, allow that employee to work on Saturdays in which event the employer shall allow the employee time off of the same number of continuous hours that he worked on such Saturday during the week immediately following such Saturday; provided that where the Committee has approved of an application for an employee to work on Saturdays such employee shall not be permitted or required to work for more than 42 hours during any week; provided further that the Committee may in such event stipulate the number of hours during which such employee shall be required or permitted to work on any day of the week.

(4) For the purpose of subclause 1 (a) hereof an employee who does not work on any holiday referred to in clause 8 (6), or who on such day works less than his ordinary working hours for the day of the week on which such day falls, shall be deemed to have worked his average ordinary hours on that day.

(5) (a) Every employer shall keep a register in the form prescribed in Annexure A hereto, in respect of each of his employees, in which such employees shall—

(i) enter daily the particulars of time and overtime worked by him and shall verify such particulars by his signature, and

(ii) enter particulars of the periods during which he was absent from work due to holiday leave, sick leave or for any other reason.

(b) Every employer shall at the end of each month of employment of an employee certify in writing in the register referred to in paragraph (a) that the particulars entered by the employee during that month, is true and correct.

## 7. OVERTIME

(1) Overtime, that is time worked outside the hours specified in clause 6 of this Agreement, may be worked by agreement between the employer and employee.

(2) No employee shall be required to work overtime without his consent, or for more than 10 hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

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

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

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

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

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

(iii) paid such employee a prescribed allowance in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(4) Payment for overtime shall be made at the following minimum rates:

(a) At double the hourly wage for each hour or part of an hour worked on statutory public holidays, in addition to the remuneration which would have been due to him had he not so worked.

(b) At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked on weekdays, and save as is provided in clause 6 (3) on Saturdays: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

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

(i) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a weekday, or double his ordinary rate of pay in respect of the total period worked by him on such Sunday, whichever is the greater; or

(ii) of minstens een en een-halwe maal sy gewone besoldiging betaal ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk en om binne sewe dae van sodanige Sondag af een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) Ondanks die bepalings van hierdie klousule, kan 'n werkgewer, ten einde tyd in te haal wat verloor is omdat daar nie op 'n dag (uitgesonderd dié openbare vakansiedae in klousule 8 (6) van hierdie Ooreenkoms bedoel) gewerk is of gewerk sal word nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor of na so 'n dag teen die gewone lone te werk: Met dien verstande dat die toestemming van die Komitee vooraf verkry is.

(6) Wanneer 'n werkgewer van sy werknemer vereis om hom te vergesel op reise weg van sy gewone woonplek af, moet daar aan die werknemer, benewens sy gewone loon en oortydbesoldiging ten opsigte van oortydwerk wat werklik verrig is, 'n verblyfstoelae van 25c per uur of gedeelte daarvan betaal word vir die totale tydperk van sy afwesigheid van sy gewone woonplek af.

#### 8. VERLOF MET BETALING

(1) Elke werkgewer moet aan elke werknemer wat by hom in diens is, ten opsigte van elke tydperk van 12 maande diens by hom, afwesigheidsverlof met volle betaling soos volg toestaan:

(a) Een-en-twintig dae indien sodanige werknemer nie vir 'n tydperk van 10 of meer as 10 jaar onafgebroke in die diens van enige werkgewer was nie; en

(b) agt-en-twintig dae indien sodanige werknemer vir 'n onafgebroke tydperk van 10 of meer as 10 jaar in die diens van enige werkgewer was: Met dien verstande dat—

(i) sodra 'n werknemer, ingevolge paragraaf (b) van hierdie subklousule, daarop geregtig geword het om 28 dae verlof met betaling per jaar te ontvang, sodanige reg deur hom in die toekoms behou word ongeag 'n verandering van werkgewer en dienstydperk by latere werkgewers;

(ii) 'n werknemer, op sy versoek, toegelaat mag word om sy verlof te verdeel en dit in korter tydperke te neem as dié wat in paragrafe (a) en (b) van hierdie subklousule bedoel word: Voorts met dien verstande dat een van die tydperke minstens twee agtereenvolgende weke moet wees;

(iii) 'n verloftydperk nie mag saamval nie met 'n kennisgewingstydperk van diensbeëindiging van 'n werknemer of 'n tydperk waarin hy militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957; en

(iv) indien 'n openbare vakansiedag in subklousule (6) hiervan bedoel of 'n Sondag, binne die tydperk van sodanige verlof val, sodanige vakansiedag of Sondag by genoemde tydperk bygetel moet word as 'n verdere tydperk van afwesigheidsverlof met volle betaling.

(v) indien die laaste werkdag voordat 'n werknemer met verlof gaan op 'n Vrydag val, is die eerste aangetekende dag van sy verlof die Maandag wat op sodanige Vrydag volg; en

(vi) in die geval van 'n werknemer wat vir 'n aaneenlopende tydperk van 10 of meer as 10 jaar by dieselfde werkgewer as 'n tandwerktuigkundige buite dié Republiek van Suid-Afrika in diens was, word sodanige tydperk soos deur die Raad aanvaar, in aanmerking geneem wanneer daar bepaal word of sodanige werknemer op 28 dae verlof met betaling geregtig is.

(2) Dié verlof soos in subklousule (1) van hierdie klousule uiteengesit, moet aan die werknemer toegestaan word op 'n datum wat deur die werkgewer vasgestel word, maar nie later nie as vier maande na die verstryking van 12 maande diens: Met dien verstande dat indien 'n werknemer voor die verstryking van genoemde tydperk van vier maande, skriftelik daartoe instem, sy werkgewer sodanige verlof aan hom kan toestaan met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande.

(3) Die werkgewer moet 'n werknemer aan wie verlof ingevolge subklousule (1) toegestaan is, sy loon ten opsigte van die verloftydperk betaal nie later nie as die laaste werkdag van die werknemer onmiddellik voor sodanige verloftydperk.

(4) By diensbeëindiging moet die werkgewer aan 'n werknemer die volgende betaal—

(a) Sy volle loon ten opsigte van verlof wat hom toekom maar wat nie voor die datum van diensbeëindiging aan hom toegestaan is nie;

(b) in die geval van 'n werknemer wat op 21 dae verlof geregtig is, 10½ uur se loon vir elke voltooide maand diens na die datum waarop hy laas op verlof geregtig geword het of, in die geval van 'n werknemer wat vir 'n tydperk van minder as 12 maande in diens was, vir elke voltooide maand wat hy aldus in diens was; en

(c) in die geval van 'n werknemer wat op 28 dae verlof geregtig is, 14 uur se loon vir elke voltooide maand diens na die datum waarop hy laas op verlof geregtig geword het of, in die geval van 'n werknemer wat vir 'n tydperk van minder as 12 maande in diens was, vir elke voltooide maand wat hy aldus in diens was.

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

(5) Notwithstanding the provisions of this clause an employer may, in order to make up time lost through not working on any day (other than those public holidays referred to in clause 8 (6) of this Agreement), permit his employees to work on any day except on a Sunday, prior or subsequent to such day at ordinary rates of pay; provided that permission has previously been obtained from the Committee.

(6) Whenever an employee is required by his employer to accompany him on trips away from his usual place of residence, the employee shall, in addition to his ordinary rates of pay and overtime in respect of overtime actually worked, be paid a subsistence allowance of 25c per hour or part thereof for the total period of absence from his usual place of residence.

#### 8. PAID LEAVE

(1) Every employer shall grant to every employee employed by him in respect of each period of 12 months' employment with him, leave of absence on full pay as follows:

(a) Twenty-one days if such employee has not been in the continuous employ of any employer for a period of 10 or more than 10 years; and

(b) twenty-eight days if such employee has been in the employ of any employer for a continuous period of 10 or more than 10 years; provided that—

(i) once an employee has, in terms of paragraph (b) of this subclause, qualified for the right to get 28 days paid leave per annum, such right shall be retained by him in future irrespective of change of employer and length of service with subsequent employers;

(ii) an employee may, at his request, be permitted to split and take his leave in shorter periods than those referred to in paragraphs (a) and (b) of this subclause; provided that at least one period shall not be shorter than two consecutive weeks;

(iii) any period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military training in terms of the Defence Act, 1957; and

(iv) if any public holiday referred to in subclause (6) hereof or a Sunday falls within any period of such leave, such holiday or Sunday shall be added to the said period as a further period of leave of absence on full pay.

(v) if the last working day before an employee goes on leave is a Friday, the first recorded day of his leave shall be the Monday following such Friday; and

(vi) in the case of an employee who served for a continuous period of 10 or more than 10 years with the same employer as a dental mechanician outside the Republic of South Africa, such period, as accepted by the Board, shall be taken into consideration in establishing whether such employee is entitled to 28 days paid leave.

(2) Such leave as set out under subclause (1) of this clause shall be granted to the employee on a date to be fixed by the employer but not later than four months after the termination of 12 months of employment: Provided that if an employee has agreed thereto, in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(3) The employer shall pay to an employee to whom leave has been granted under subclause (1), his pay in respect of the period of leave, not later than the last working day of the employee immediately preceding such period of leave.

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

(a) his full pay in respect of any leave that has accrued to him but was not granted before the date of termination of employment;

(b) in the case of an employee who is entitled to 21 days leave, 10½ hours' pay for every completed month of employment after the date on which he last became entitled to leave or, in the case of an employee who has been employed for a period of less than 12 months, for every completed month for which he was so employed; and

(c) in the case of an employer who is entitled to 28 days leave, 14 hours' pay for every completed month of employment after the date on which he last became entitled to leave or, in the case of an employee who has been employed for a period of less than 12 months, for every completed month for which he was so employed.

Vir die toepassing van hierdie subklousule, word "loon" geag die loon te wees wat die werknemer ontvang het gedurende die week voor die waarin sy diens beëindig is.

(5) Alle tydperke waarin 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1); of  
(b) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957; of

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

(d) afwesig is met siekteverlof soos voorgeskryf in klousule 12 van hierdie Ooreenkoms, of afwesig is ooreenkomstig die bepalings van klousule 11 (2) van hierdie Ooreenkoms, word geag diens te wees vir die toepassing van subklousules (1) en (4).

(6) Werknemers is geregtig op verlof met volle betaling op alle statutêre openbare vakansiedae.

(7) Vir die toepassing van hierdie klousule, word diens gereken met ingang van die datum waarop die werknemer laas op jaarlikse verlof met volle betaling geregtig geword het of die datum van indiensneming, naamlik die jongste datum, maar nie van 'n vroeër datum af as een jaar voor die inwerkingtreding van hierdie Ooreenkoms nie.

#### 9. VERLOFBONUS

(1) Elke werkgever betaal en elke werknemer ontvang jaarliks 'n minimum verlofbonus as volg:

Getroude werknemers: R260;  
ongetroude werknemers: R130:

Met dien verstande dat vir doeleindes van hierdie klousule 'n getroude vrou en 'n wenaar, weduwee of geskeide persoon sonder afhanklikes, as 'n ongetroude werknemer beskou word.

(2) Die verlofbonus gemeld in subklousule (1) moet aan 'n werknemer betaal word op die dag voordat hy met vakansieverlof gaan en mits sodanige vakansieverlof minstens 14 aaneenlopende dae is.

#### 10. LANGDIENSBONUS

(1) Elke keer wanneer 'n werknemer, na inwerkingtreding van hierdie Ooreenkoms, 10 jaar of 'n veelvoud daarvan, aaneenlopende diens voltooi het by dieselfde werkgever is hy geregtig op 'n langdiensbonus van 30 dae aaneenlopende verlof of 'n uitbetaling in plaas van sodanige verlof: Met dien verstande dat die werkgever van sodanige werknemer die reg sal hê om te besluit of sodanige werknemer die verlof moet neem of dat hy hom sal uitbetaal vir sodanige verlof: Met dien verstande verder dat die neem van gemelde verlof of die uitbetaling daarvan moet plaasvind binne drie maande vanaf die datum waarop 'n werknemer geregtig geword het op sodanige verlof.

(2) Verlof waartoe 'n werknemer geregtig is ingevolge die bepalings van hierdie klousule sal bykomstig wees tot enige ander verlof waartoe 'n werknemer geregtig is ingevolge die bepalings van hierdie Ooreenkoms.

#### 11. DIENSBEEÏNDIGING

(1) Behoudens die bepalings van paragraaf (d) van hierdie subklousule, moet 'n werkgever of 'n werknemer minstens een maand vooraf skriftelike kennis gee van die beëindiging van 'n dienskontrak, en sodanige kennisgewingstermyn loop vanaf die gewone betaaldag van die werknemer; of 'n werkgever of 'n werknemer mag die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing die loon ten opsigte van die kennisgewingstermyn aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval: Met dien verstande dat die volgende nie hierdeur geraak word nie:

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

(b) 'n ooreenkoms tussen dié werkgever en werknemer, waarin voorsiening gemaak word vir 'n langer kennisgewingstermyn as een maand, wat vir albei partye ewe lank is; en voorts met dien verstande dat—

(c) waar daar 'n Ooreenkoms ooreenkomstig paragraaf (b) van hierdie subklousule bestaan, die betaling of verbeuring in plaas van kennisgewing moet ooreenstem met die kennisgewingstermyn waaroor daar ooreengekom is;

(d) ondanks andersluidende bepalings in hierdie Ooreenkoms, die eerste maand diens as 'n proeftydperk beskou word, en die werkgever of die werknemer, na gelang van die geval, gedurende daardie tydperk minstens een week vooraf skriftelik kennis van diensbeëindiging kan gee;

(e) die indiensneming van 'n werknemer in die plek van 'n werknemer wat ooreenkomstig die voorbehoudsbepaling van klousule 14 met verlof is, geag moet word op 'n daaglikse grondslag te wees, en 'n werkgever die dienste van sodanige werknemer kan beëindig deur 24 uur vooraf kennis te gee.

For the purpose of this subclause "pay" shall be deemed to be at the rate at which the employee was being paid during the week preceding that during which the employment was terminated.

(5) Any period during which an employee—

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

(b) undergoes military training in terms of the Defence Act, 1957; or

(c) is absent from work on the instruction or at the request of the employer; or

(d) is absent on sick-leave as prescribed in clause 12 of this Agreement, or absent in terms of the provisions contained in clause 11 (2) of this Agreement;

shall be deemed to be employment for the purpose of sub-clauses (1) and (4).

(6) Employees shall be entitled to leave on full pay on all statutory public holidays.

(7) For the purpose of this clause employment shall be calculated from the date on which the employee last became entitled to annual leave on full pay, or the date of engagement whichever is the later, but not earlier than a date one year prior to the coming into operation of this Agreement.

#### 9. LEAVE BONUS

(1) Every employer shall pay and every employee shall receive a minimum annual leave bonus as set out below:

Married employees: R260;  
unmarried employees: R130:

Provided that for the purposes of this clause a married woman and a widower, widow or divorced person without dependants shall be regarded as an unmarried employee.

(2) The leave bonus referred to in subclause (1) shall be paid to an employee on the day before he goes on annual holiday leave and provided that such leave is not less than 14 consecutive days.

#### 10. LONG SERVICE BONUS

(1) Every time when an employee, after the coming into operation of this Agreement, completes 10 years or a multiple thereof, continuous employment with the same employer, he shall be entitled to a long service bonus of 30 consecutive days leave or payment in lieu of such leave: Provided that the employer of such employee shall have the right to determine whether the employee shall be allowed to take such leave or whether he shall pay the employee out in lieu of such leave: Provided further that the taking of such leave or payment in lieu of such leave shall take place within three months from the date on which an employee became entitled to such leave.

(2) Leave to which an employee becomes entitled in terms of this clause shall be in addition to any other leave which an employee is entitled to in terms of this Agreement.

#### 11. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of paragraph (d) of this subclause not less than one month's notice, in writing, to take effect from the usual pay-day of the employee, shall be given by an employer or employee to terminate a contract of service or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, the wage in respect of the period of notice in lieu of such notice; provided that this shall not affect—

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

(b) any agreement between the employer and employee, providing for a longer period of notice than one month, of equal duration on either side; and provided further that—

(c) where there is an agreement in terms of paragraph (b) the payment of forfeiture in lieu of notice shall correspond to the period of notice agreed upon;

(d) notwithstanding anything to the contrary contained in this Agreement, the first month of employment will be regarded as a trial period, and the employer or employee, as the case may be, may during that period, give notice in writing of not less than one week of the termination of employment;

(e) the employment of an employee in the place of an employee who is on leave in terms of the proviso to clause 14, shall be deemed to be on a daily basis and any employer may terminate the services of such employee on 24 hours' notice.

(2) Geen werkgewer mag 'n werknemer ontslaan nie omdat sodanige werknemer van sy werk afwesig is—

(a) weens siekte: Met dien verstande dat—

(i) die werkgewer binne drie dae van die begin van sodanige siekte daarvan in kennis gestel word;

(ii) 'n doktersertifikaat ter staving van sodanige siekte binne drie dae ingedien moet word, indien die werkgewer dit verlang;

(iii) die afwesigheids tydperk nie langer as 30 dae of, in die geval van 'n bevalling, langer as 12 weke mag wees nie;

(b) met verlof, waarvoor die toestemming van die werkgewer verkry is.

(3) Indien 'n werknemer vir 'n tydperk van drie agtereenvolgende dae van sy werk afwesig is sonder om sy werkgewer daarvan in kennis te stel, kan die werkgewer sy diens beëindig sonder die kennisgewing soos by subklousule (1) vereis.

#### 12. SIEKTEVERLOF

Elke werknemer is op altesaam 30 dae siekteverlof met volle besoldiging per jaar geregtig: Met dien verstande dat 'n werknemer na 'n ononderbroke dienstydperk van minstens 12 maande by een werkgewer geregtig is op altesaam 'n verdere 15 dae siekteverlof per jaar teen die helfte van sy loon. 'n Werkgewer het die reg om van 'n werknemer wat weens siekte vir 'n tydperk van meer as drie dae van sy werk afwesig is, te vereis om 'n doktersertifikaat in te dien, en die werkgewer is nie verplig om die loon ten opsigte van sodanige afwesigheid te betaal nie tensy so 'n sertifikaat ingedien word.

#### 13. WERKBEPERKING

(1) Geen werknemer mag werk vra, bestellings daarvoor neem of dit vir wins of andersins in die beroep van tandwerktuigkundige onderneem nie, behalwe vir sy werkgewer.

(2) Geen werkgewer mag in die diens wees van twee of meer werkgewers nie, behalwe wanneer die werkgewers 'n volledige bona fide-vennootskap aangegaan het.

#### 14. LOS WERK

Die indiensneming van 'n werknemer op 'n loswerkgrondslag word verbied: Met dien verstande dat die indiensneming van 'n werknemer om 'n vaste werknemer of 'n kontrakteur af te los vir 'n tydperk waarin sodanige vaste werknemer of kontrakteur afwesig is met siekteverlof of ander verlof, toegelaat word mits kennis van sodanige indiensneming binne drie dae aan die Sekretaris van die Komitee gegee word.

#### 15. REGISTRASIE VAN BEDRIEFSINRICHTING EN WERKNEMERS

(1) (a) Elke werkgewer moet binne een maand van die datum waarop hierdie Ooreenkoms in werking tree, op die vorm in Aanhangsel B hiervan voorgeskrif, aansoek om die registrasie van sy werknemers doen: Met dien verstande dat indien 'n werkgewer alreeds beskik oor 'n geldige sertifikaat wat kragtens die vorige Ooreenkoms uitgereik is, so 'n sertifikaat geag word ingevolge hierdie Ooreenkoms uitgereik te wees.

(b) Elke werkgewer moet, sodra hy 'n werkgewer word nadat hierdie Ooreenkoms in werking getree het, op die vorm in Aanhangsel B hiervan voorgeskrif, aansoek om die registrasie van sy werknemers doen.

(2) By ontvangs van die aansoek in subklousule (1) bedoel, moet die Sekretaris van die Komitee 'n sertifikaat in die vorm van Aanhangsel C hiervan uitreik indien hy daarvan oortuig is dat 'n dienskontrak aangegaan is en dat die bepaling van enige wet of regulasie betreffende tandheelkundige laboratoria's nagekom is.

(3) Indien 'n werkgewer 'n addisionele persoon in diens neem of die dienste van enigeen van sy geregistreerde werknemers beëindig nadat 'n registrasiesertifikaat aan hom uitgereik is, moet sodanige werkgewer binne sewe dae van die datum daarvan volledige besonderhede aan die Sekretaris van die Komitee verstrek. By ontvangs van so 'n kennisgewing moet die Sekretaris of die sertifikaat intrek of dit wysig soos vereis mag word.

(4) 'n Werkgewer wat deur die Sekretaris versoek is om die sertifikaat wat aan hom uitgereik is, terug te besorg, moet dit binne 14 dae van die datum van sodanige versoek doen.

(5) Geen werkgewer mag 'n tandheelkundige laboratorium bestuur nie as hy nie beskik oor die sertifikaat wat in subklousule (2) bedoel word nie.

(6) Waar die Sekretaris geweier het om 'n sertifikaat aan 'n werkgewer uit te reik, moet die Sekretaris die aansoek na die Komitee verwys.

(7) Alle registrasiesertifikate wat uitgereik is, moet in die laboratorium vertoon word.

#### 16. DIENSSERTIFIKATE

Elke werkgewer moet gratis en ten tyde van die kennisgewing van diensbeëindiging deur 'n werkgewer of 'n werknemer, aan elkeen van sy werknemers wat sy diens verlaat 'n sertifikaat in die vorm van Aanhangsel D van hierdie Ooreenkoms uitreik. Die

(2) No employer shall dismiss any employee by reason of such employee's absence from work—

(a) through illness provided that—

(i) the employer is notified within three days of the commencement of such illness;

(ii) a medical certificate confirming such illness be produced within three days if required by the employer;

(iii) the period of absence does not exceed 30 days, or in the case of confinement, 12 weeks;

(b) on leave, the permission of the employer having been obtained.

(3) The employment of an employee who absents himself from work for a period of three consecutive days without notifying his employer, may be terminated by the employer without the notice required in subclause (1).

#### 12. SICK LEAVE

Every employee shall be entitled in the aggregate to 30 days' sick leave per annum on full pay, provided that after a continuous period of employment of not less than 12 months with one employer an employee shall be entitled to an aggregate of a further 15 days sick leave per annum on half-pay. Any employer shall have the right to demand the production of a doctor's certificate from the employee who is absent from work on account of sickness for a period of more than three days and shall not be obliged to pay the wage in respect of such absence unless such a certificate is produced.

#### 13. LIMITATION OF EMPLOYMENT

(1) No employee shall solicit or take orders for or undertake work for gain or otherwise in the Dental Mechanicians Occupation, other than for his employer.

(2) No employee shall be employed by two or more employers who are not in a complete bona fide partnership.

#### 14. CASUAL EMPLOYMENT

The employment of an employee on a casual basis is prohibited; provided that the employment of an employee to relieve a regular employee or a contractor for any period during which such regular employee or contractor is absent on sick or other leave is permitted subject to the notification within three days of such employment to the Secretary of the Committee.

#### 15. REGISTRATION OF ESTABLISHMENT AND EMPLOYEES

(1) (a) Every employer shall within one month from the date on which this Agreement comes into operation, apply for the registration of his employees on the form prescribed in Annexure B hereto; provided that if any employer is already in possession of a current certificate issued in terms of the previous Agreement, such certificate shall be deemed to have been issued under this Agreement.

(b) Every employer, shall on becoming an employer after the commencement of this Agreement, apply for the registration of his employees on the form prescribed in Annexure B hereto.

(2) On receipt of the application referred to in subclause (1) the Secretary of the Committee shall issue a certificate in the form of Annexure C hereto, if he is satisfied that a contract of employment has been entered into and that the provisions of any Act or regulations relating to dental laboratories have been complied with.

(3) If after a registration certificate has been issued to an employer, an employer employs any additional person or terminates the services of any of his registered employees, such employer shall furnish the Secretary of the Committee with full particulars within seven days from the date hereof. On receipt of such notification the Secretary shall either withdraw or amend any certificate as may be required.

(4) Any employer who has been requested by the Secretary to return the certificate issued to him, shall do so within 14 days from the date of such request.

(5) No employer shall conduct a dental laboratory, where he is not in possession of the certificate referred to in subclause (2).

(6) Where the Secretary, has refused to issue any certificate to an employer, the application shall be referred to the Committee by the Secretary.

(7) All registration certificates issued shall be displayed in the laboratory.

#### 16. CERTIFICATES OF SERVICE

Every employer shall, free of charge and at the time notice of termination of employment is given by an employer, or employee, issue to each of his employees who leaves his service a certificate in the form of Annexure D of this Agreement. The employer or



## ANNEXURE A

## THE DENTAL MECHANICIANS LABOUR COMMITTEE

## ATTENDANCE REGISTER

Name of Employee..... Occupation..... Month.....

| Date and day of week                                        |             | Entries to be made by employees |                         |                   |    |     |    |                        |               |     |                        | Remarks   |             |                                            |              |  |
|-------------------------------------------------------------|-------------|---------------------------------|-------------------------|-------------------|----|-----|----|------------------------|---------------|-----|------------------------|-----------|-------------|--------------------------------------------|--------------|--|
| Date                                                        | Day of week | Signature                       | Time of commencing work | Interval off work |    |     |    | Time of finishing work | Overtime work |     | Total No. hours worked |           | By employee | By employer                                | By inspector |  |
|                                                             |             |                                 |                         | Off               | On | Off | On |                        | On            | Off | Each day               | Each week |             |                                            |              |  |
|                                                             |             |                                 |                         |                   |    |     |    |                        |               |     |                        |           |             |                                            |              |  |
|                                                             |             |                                 |                         |                   |    |     |    |                        |               |     |                        |           |             |                                            |              |  |
|                                                             |             |                                 |                         |                   |    |     |    |                        |               |     |                        |           |             |                                            |              |  |
| Total number of hours overtime worked during the month..... |             |                                 |                         |                   |    |     |    |                        |               |     |                        |           |             | Amount paid in lieu of overtime:<br>R..... |              |  |

## AANHANGSEL B

## DIE ARBEIDSKOMITEE VIR TANDWERKTUIGKUNDIGES

(Registrasie van bedryfsinrigting en werknemers)

## KENNISGEWING

1. Naam waaronder besigheid gedryf word.....
2. Adres waar laboratorium geleë is.....
3. Is u 'n tandarts of tandwerktuigkundige wat vir die beroep werk?
4. Indien dit 'n vennootskap is, meld die name van die vennote:

| Naam    | Beroep (Tandarts, ens.) |
|---------|-------------------------|
| 1. .... |                         |
| 2. .... |                         |
| 3. .... |                         |
| 4. .... |                         |

5. Waar 'n vennoot nie 'n geregistreerde tandarts of 'n geregistreerde tandwerktuigkundige is nie, meld omvang van sy belang in die besigheid.....

*Opmerking:* Ingevolge artikel 18 (1) van Wet No. 30 van 1945, is dit 'n misdryf vir 'n tandarts en 'n tandwerktuigkundige om in vennootskap te wees.

6. In die geval van 'n maatskappy, meld die name van die direkteure en aandeelhouders:

| Naam    | Beskrywing (Direkteur, ens.) | Beroep (Tandarts, ens.) |
|---------|------------------------------|-------------------------|
| 1. .... |                              |                         |
| 2. .... |                              |                         |
| 3. .... |                              |                         |
| 4. .... |                              |                         |
| 5. .... |                              |                         |

## ANNEXURE B

## THE DENTAL MECHANICIANS' LABOUR COMMITTEE

(Registration of establishments and Employees)

## NOTIFICATION

1. Name under which business is carried on.....
2. Address at which Laboratory is situated.....
3. Are you a dentist or dental mechanic working to the profession?.....
4. If a partnership, give names of partners:

| Name    | Occupation (Dentist, etc.) |
|---------|----------------------------|
| 1. .... |                            |
| 2. .... |                            |
| 3. .... |                            |
| 4. .... |                            |

5. Where any partner is not either a registered Dentist or Registered Dental Mechanician, state extent of interest in business.....

*Note:* In terms of Section 18 (1) of Act No. 30 of 1945, it is an offence for any Dentist and Dental Mechanician to be in partnership.

6. In the case of a Company give names of Directors and shareholders:

| Name    | Description (Director, etc.) | Occupation (Dentist, etc.) |
|---------|------------------------------|----------------------------|
| 1. .... |                              |                            |
| 2. .... |                              |                            |
| 3. .... |                              |                            |
| 4. .... |                              |                            |
| 5. .... |                              |                            |

7. Besonderhede van werknemers (alle persone wat in die laboratorium werksaam is).

| Naam    | Maandelikse salaris (Slegs basiese loon) | Geslag | Beroepsbenaming (Tandwerktuigkundige, ens.) |
|---------|------------------------------------------|--------|---------------------------------------------|
| 1. .... |                                          |        |                                             |
| 2. .... |                                          |        |                                             |
| 3. .... |                                          |        |                                             |
| 4. .... |                                          |        |                                             |
| 5. .... |                                          |        |                                             |
| 6. .... |                                          |        |                                             |
| 7. .... |                                          |        |                                             |
| 8. .... |                                          |        |                                             |

(Skryf asseblief name in blokletters)

Hierby sertifiseer ek dat bostaande besonderhede korrek is en dat geen ander persone by my in die laboratorium in diens is of 'n belang in die besigheid het nie.

Op hede die ..... dag van ..... 19.....  
in ..... gedateer.

Handtekening van werkgever of  
persoon deur hom gemagtig

AANHANGSEL C

DIE ARBEIDSKOMITEE VIR  
TANDWERKTUIGKUNDIGES

(Geag 'n nywerheidsraad te wees ooreenkomstig  
artikel 25 (1) van Wet No. 30 van 1945.)

REGISTRASIE VAN BEDRYFSINRIGTINGS EN  
WERKNEMERS

SERTIFIKAAT

Hierby word gesertifiseer dat .....  
gemagtig is om 'n tandheelkundige laboratorium te bestuur te  
en dat ondergenoemde persone daarin werksaam mag wees:

| Naam    | Beroep |
|---------|--------|
| 1. .... |        |
| 2. .... |        |
| 3. .... |        |
| 4. .... |        |
| 5. .... |        |
| 6. .... |        |

Op hede die ..... dag van ..... 19.....  
in Pretoria gedateer.

Sekretaris van die Komitee

Opmerking: Hierdie sertifikaat moet in die werkwinkel opgeplak  
wees en getoon word wanneer 'n inspekteur dit vereis.

AANHANGSEL D

DIE ARBEIDSKOMITEE VIR TANDWERKTUIGKUNDIGES

(Klousule 16 van die Nywerheidsraadooreenkoms)

DIENSSERTIFIKAAT

Sertifikaat No. ....

Aan die Sekretaris,  
Die Arbeidskomitee vir  
Tandwerktuigkundiges  
Posbus 995  
PRETORIA.

Naam van werkgever .....  
Adres van werkgever .....

7. Particulars of employees (all persons employed in the laboratory)

| Name    | Monthly salary (Basic wage only) | Sex | Designation (Dental Mechanician, etc.) |
|---------|----------------------------------|-----|----------------------------------------|
| 1. .... |                                  |     |                                        |
| 2. .... |                                  |     |                                        |
| 3. .... |                                  |     |                                        |
| 4. .... |                                  |     |                                        |
| 5. .... |                                  |     |                                        |
| 6. .... |                                  |     |                                        |
| 7. .... |                                  |     |                                        |
| 8. .... |                                  |     |                                        |

(Please write name in block letters).

I hereby certify that the above particulars are correct and that no other persons are employed by me in the laboratory or have an interest in the business.

Dated at ..... this ..... day of ..... 19.....

Signature of employer or  
person authorized by him

ANNEXURE C

THE DENTAL MECHANICIANS' LABOUR COMMITTEE

(Deemed to be an Industrial Council in terms of  
Section 25 (1) of Act No. 30 of 1945.)

REGISTRATION OF ESTABLISHMENTS AND EMPLOYEES  
CERTIFICATE

This is to certify that .....  
has been authorised to conduct a dental laboratory at .....  
and that the following persons may be employed therein:

| Name    | Occupation |
|---------|------------|
| 1. .... |            |
| 2. .... |            |
| 3. .... |            |
| 4. .... |            |
| 5. .... |            |
| 6. .... |            |

Dated at Pretoria this ..... day of ..... 19.....

Secretary of the Committee

Note: This certificate must be posted up in the workshop and produced when required by an inspector.

ANNEXURE D

THE DENTAL MECHANICIANS' LABOUR COMMITTEE  
(Clause 16 of the Industrial Council Agreement)

CERTIFICATE OF SERVICE

Certificate No. ....

To the Secretary  
The Dental Mechanicians'  
Labour Committee  
P.O. Box 995  
PRETORIA.

Name of employer .....  
address of employer .....

Naam van werknemer.....  
 Adres van werknemer.....  
 Datum van diensbeëindiging.....  
 Redes vir diensbeëindiging.....  
 Besoldiging betaal.....  
 Datum.....

Handtekening van werkgever

Name of employee.....  
 Address of employee.....  
 Date of termination of employment.....  
 Reasons for termination of employment.....  
 Remuneration paid.....  
 Date.....

Signature of employer

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