



STAATSKOERANT

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 375

18 Maart 1977

WET OP NYWERHEIDSVERSOENING, 1956

CHEMIKALIEËNYWERHEID (KAAP).—HOOF-OOREENKOMS

Ek, Stephanus Petrus Botha, 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 Chemikalieënywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1978 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) 2, 5 (7) (g), 18, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1978 eindig, bindend is vir alle ander werkgewers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) 2, 5 (7) (g), 18, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms, *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.

S. P. BOTHA, Minister van Arbeid.

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 375

18 March 1977

INDUSTRIAL CONCILIATION ACT, 1956

CHEMICAL INDUSTRY (CAPE).—MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Chemical Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1978, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (g), 18, 20 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1978 upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of this Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (g), 18, 20 and 21, shall *mutatis mutandis* be binding upon all 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.

5441—1

BYLAE

**NYWERHEIDSRAAD VIR DIE CHEMIKALIEË-
NYWERHEID (KAAP)**

OOREENKOMS

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

Cape Manufacturing Chemists' and Druggists' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Chemical and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Chemikalieënywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Chemikalieënywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en alle werknemers wat lede van die vakvereniging is, wat betrokke is by of werksaam is in die Nywerheid;

(b) in die munisipale gebied van Kaapstad soos dit op 19 Oktober 1966 bestaan het en die landdrosdistrikte Goodwood (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskenningsgewing 1882 van 3 Oktober 1975 vanaf die landdrosdistrik Die Kaap oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermenskenningsgewing 1611 van 3 September 1976 vanaf die landdrosdistrikte Die Kaap en Wynberg oorgeplaas is) en Bellville (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskenningsgewings 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrosdistrik Wynberg oorgeplaas is), in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat onderskeidelik voor die publikasie van Goewermenskenningsgewings 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeeltes van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermenskenningsgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het, maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Oktober 1978 eindig of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening (Wet 28 van 1956) omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; met woorde wat die manlike geslag aandui, word ook vroue bedoel en, voorts, tensy onbestaanbaar met die samehang, beteken—

"assistent-voorman" 'n werknemer wat die voorman help met die uitvoering van sy pligte en wat in sy afwesigheid namens hom optree;

"ketelbediener" 'n werknemer wat die waterstand en stoomdruk in 'n ketel in stand hou en wat die vuur in sodanige ketel mag stook, uithaal, hark of met 'n vuuryster mag bewerk;

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

"gediplomeerde chemitegnikus" 'n werknemer, uitgesonderd 'n apteker en drogis of 'n chemikus, wat chemiese werk verrig en wat in besit is van 'n goedgekeurde diploma of sertifikaat in chemiese of laboratoriumtegnologie;

"onderbaas of spanopsigter" 'n werknemer wat onder toesig van 'n voorman of assistent-voorman aan die hoof staan van werknemers graad I en wat ook aan die hoof mag staan van algemene werkers;

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY
(CAPE)**

AGREEMENT

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

Cape Manufacturing Chemists' and Druggists' Association

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

Chemical and Allied Workers' Union

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

being parties to the Industrial Council for the Chemical Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the municipal area of Cape Town as it existed on 19 October 1966, and in the Magisterial Districts of Goodwood (excluding those portions which in terms of Government Notice 1882 of 3 October 1975 were transferred from the Magisterial District of The Cape and excluding those portions which in terms of Government Notice 1611 of 3 September 1976 were transferred from the Magisterial Districts of The Cape and Wynberg) and Bellville (excluding those portions which, in terms of Government Notices 2102 and 173 of 2 November 1945 and 9 February 1973, respectively, were transferred from the Magisterial District of Wynberg), in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 and 283 of 8 February 1957 and 2 March 1962 respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 661 of 19 April 1974 fell within the Magisterial District of Stellenbosch but which prior to 2 March 1962 fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act and shall remain in operation for the period ending 31 October 1978 or for such period as may be determined by him.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act (Act 28 of 1956), shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender shall include females; further, unless inconsistent with the context—

"assistant foreman" means an employee who assists the foreman in the performance of his duties and who acts for him during his absence;

"boiler attendant" means an employee engaged in maintaining the water level and steam pressure in a boiler and who may stoke, draw, rake or slice the fire in such boiler;

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

"certificated chemical technician" means an employee, other than a chemist and druggist or a chemist, who is engaged in chemical work and who is the holder of an approved diploma or certificate in Chemical or Laboratory Technology;

"charge hand or team supervisor" means an employee who under the supervision of a foreman or assistant foreman, is in charge of Grade I employees and who may also be in charge of general workers;

"Chemikalieënwyerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die bereiding, vervaardiging, bottel, toedraai en/of verpakking van ondergenoemde handelsartikels in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, naamlik:

Geneeskundige preparate wat vir menslike of dierlike gebruik bedoel is, toiletpreparate, parfuum of reukwater, antiseptiese middels, reukweermiddels, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of die bestandele daarvan, gis, gelatien, ekstrakte, geursels en kleurstowwe vir eetware;

"chemitegnikus" 'n werknemer, uitgesonderd 'n gediplomeerde chemitegnikus, apteker en drogis of chemikus wat chemiese werk verrig, en dit omvat ook 'n masjien- en/of installasiebediener, 'n proseswerker en 'n toetser;

"chemitegnikus, gekwalifiseer" 'n chemitegnikus wat minstens drie jaar ondervinding het of geag word dit te hê;

"chemiese werk" die uitvoering van chemiese behandelings, die opstel en aanpassing van die formules van stowwe en analitiese beheer oor die chemiese prosesse vir ru- of halfvervaardigde of afgewerkte produkte;

"chemikus" 'n werknemer, uitgesonderd 'n apteker en drogis, wat in besit is van 'n graad of 'n gelykwaardige diploma in Chemie en wat chemiese werk verrig;

"apteker en drogis" 'n werknemer wat ingevolge die Wet op Geneesher, Tandartse en Aptekers, 1928, as 'n apteker en 'n drogis geregistreer is en wat chemiese werk verrig;

"klerk" 'n werknemer wat uitsluitlik of hoofsaaklik skryf-, tik- of enige ander soort klerklike werk verrig, en ook 'n telefonis en 'n kassier;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens twee jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as twee jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens twee jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as twee jaar ondervinding;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere uit 'n magazyn of pakhuis of van afdelings vir versending, en wat toesig mag hou oor die verpakking en/of bymekaarmaak van sodanige goedere, die nagaan van pakkette en die massabepaling of adresseer daarvan;

"drywer van 'n motorvoertuig" 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig dryf en "motorvoertuie dryf" ook alle tydperke wat daar gedryf word en alle tyd deur die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te werk wanneer dit vereis word;

"noodwerk" enige werk wat weens onvoorsiene oorsake soos 'n brand, storm, ongeluk, gewelddaad of diefstal, sonder versuim gedoen moet word en ook die werk wat verbonde is aan of in verband staan met die laai of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë en Hawens behoort of van voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

"bydryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die Chemikalieënwyerheid betrokke is;

"ondervinding" met betrekking tot—

(a) 'n chemitegnikus en 'n leerling-chemitegnikus, die totale tydperk of tydperke wat sodanige werknemer chemiese werk verrig het of wat hy as 'n masjien- en/of installasiebediener, proseswerker of toetser werksaam was;

(b) 'n klerk en 'n handelsreisiger, die totale tydperk of tydperke wat sodanige werknemer onderskeidelik as 'n klerk en 'n handelsreisiger werksaam was;

(c) 'n werknemer graad I, die totale tydperk of tydperke wat sodanige werknemer in die Chemikalieënwyerheid werksaam was in ander beroepe as dié gespesifiseer in paragrawe (a) en (b) van hierdie woordskrywing;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor dié werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul werk doeltreffend doen;

"Chemical Industry" means the Industry in which employers and employees are associated for the preparation, manufacture, bottling, wrapping and/or packing of the following commodities in establishments which are liable to registration under the Factories, Machinery and Building Work Act, 1941, viz.:

Medical preparations intended for human or animal use, toilet preparations, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder and/or its constituents, yeast, gelatine, essences, flavourings and colouring matter for foodstuffs;

"chemical technician" means an employee, other than a certificated chemical technician, chemist and druggist or chemist, who is engaged in chemical work, and includes a machine and/or plant operator, a process worker and a tester;

"chemical technician, qualified," means a chemical technician who has had or is deemed to have had not less than three years' experience;

"chemical work" means the performance of chemical manipulations, the devising and adjusting of the formulae of substances and the analytical control of the chemical processing of raw or semi-manufactured or finished products;

"chemist" means an employee, other than a chemist and druggist, who is the holder of a degree or an equivalent diploma in Chemistry and is engaged in chemical work;

"chemist and druggist" means an employee who is registered as a chemist and druggist under the Medical, Dental and Pharmacy Act, 1928, and who is engaged in chemical work;

"clerical employee" means an employee who is wholly or mainly engaged in writing, typing, or any other form of clerical work, and includes a telephone operator and a cashier;

"clerical employee, female, qualified," means a female clerical employee who has had not less than two years' experience;

"clerical employee, female, unqualified," means a female clerical employee who has had less than two years' experience;

"clerical employee, male, qualified," means a male clerical employee who has had not less than two years' experience;

"clerical employee, male, unqualified," means a male clerical employee who has had less than two years' experience;

"despatch clerk" means an employee who is responsible for receiving goods from a store or warehouse or from departments for despatch, and who may supervise the packing and/or assembling of such goods, the checking of packages and the measuring of the mass or addressing thereof;

"driver of a motor vehicle" means an employee wholly or mainly engaged in motor vehicle driving and "motor vehicle driving" includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load, and all periods which he is obliged to remain at his post in readiness to work when required;

"emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, act of violence or theft, must be done without delay, and includes the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours or vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;

"establishment" means any premises in or in connection with which one or more employees are engaged in the Chemical Industry;

"experience" means in relation to—

(a) a chemical technician and a learner chemical technician, the total period or periods of employment which an employee has had in chemical work or as a machine and/or plant operator, a process worker or a tester;

(b) a clerical employee and a traveller, the total period or periods of employment, which an employee has had as a clerical employee and a traveller, respectively;

(c) a Grade I employee, the total period or periods of employment which an employee has had in the Chemical Industry in occupations other than those specified in paragraphs (a) and (b) of this definition;

"foreman" means an employee in charge of the employees in an establishment or a department of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Persele, installasie, masjinerie, gereedskap, gerei, houters, diere, meubels, filtreperse of ander artikels skoonmaak en/of was (en ook filtreperse oop- en toemaak en filtreerdoeke verwyder en vervang);
- (b) goedere of ander los ware van enige aard dra, versit of opstapel en ook 'n goederehyser af en toe bedien;
- (c) houtkissies, riffelvelselbord- of soortgelyke houters met die hand inmeekaarsit;
- (d) laai of aflaa;;
- (e) vure maak of aan die brand hou, afval of as verwyder;
- (f) kiste, bale of dromme oop- of toemaak (maar nie deur dit te soldeer nie);
- (g) materiaal met die hand in hystoestelle, prosesvate, tenks of ander houters voer en/of sif;
- (h) kranes of kleppe onder die toesig van 'n voorman, assistent-voorman, werktuigkundige of onderhoudsman oop- of toemaak; 'n handpomp bedien;
- (i) kiste, bale, dromme of ander pakkette vir vervoer of aflewering brandmerk, merk, sjabloneer of klaar geadresseerde etikette daarop plak;
- (j) tee of dergelyke drank maak;
- (k) op afleweringvoertuie help;
- (l) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handkar aflewer;
- (m) bestanddele in vate of panne roer, graan of ander ru- of halfvervaardigde materiaal omkeer;
- (n) tuinmaak;
- (o) houters wat vir grootmaathoeveelhede gebruik word, volmaak en/of by die groot maat massameet.

(Opmerking.—Onder "groot maat" word verstaan 'n hoeveelheid met 'n massa van meer as 11,33 kg in die geval van vaste stowwe of met 'n volume van 18,18 liter in die geval van vloeistowwe.);

- (p) bedags persele of goedere bewaak;
- (q) diere of voëls versorg, voertuie oppas, diere inspan;

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

- (a) Houters wat met die volgende handelsartikels gevul word of dit bevat, met die hand of deur middel van 'n halfoutomatiese masjien vul en/of etiketteer: Geneeskundige preparate wat vir menslike of dierlike gebruik bedoel is, toiletpreparate, parfuum of reukwater, antiseptiese middels, reukweermiddels, chemiese produkte vir fotografiese doeleindes, bakpoeier en/of die bestanddele daarvan, gis, gelatien, ekstrakte, geursels en kleurstowwe vir eetware;
 - (b) 'n outomatiese pakmasjien bedien;
 - (c) doppe of houters deur middel van 'n halfoutomatiese masjien riffel of verseël of dig toemaak;
 - (d) sakke, bottels of ander houters deur middel van hitte of vlamme verseël;
 - (e) houters en/of die inhoud daarvan inspekteer ten einde vas te stel of geen vreemde materiaal daarin is nie;
 - (f) materiaal of produkte in voorafgemaakte vorms vorm, vlam- en fatsoenerwerk;
 - (g) gevormde produkte en/of dié houters in (a) hierbo gespesifiseer, met die hand of deur middel van 'n halfoutomatiese masjien toedraai;
 - (h) 'n kragaangedrewe halfoutomatiese masjien bedien wat nie spesifiek hierbo genoem word nie en wat gebruik word vir die verpakking van daardie handelsartikels wat onder "Chemikalieë-nywerheid" genoem word;
 - (i) verfraaiings vir dose, bottels of houters bymeekaarmaak of invoeg of aanheg en/of wegsny of maak;
 - (j) dose of kartonhouters met 'n masjien stik;
 - (k) houters lugleeg maak en verseël en/of onder druk verseël;
 - (l) meters of temperatuurkaarte nagaan en druk en/of die vakuum kontroleer;
 - (m) deur middel van handdrukwerk of 'n meganiese masjien op etikette, bottels of ander houters druk;
 - (n) etikette of ander drukwerk druk;
 - (o) woorde of letters set vir rubberstempels, handdrukwerk of kragaangedrewe drukmasjien;
 - (p) perforeer- of kodemasjiene stel;
 - (q) karton of ander materiaal deur middel van halfoutomatiese of outomatiese guillotine sny;
 - (r) sjablone een vir een met die hand of 'n masjien sny en/of sjablone uitsoek of sorteer;
 - (s) bestellings met behulp van verpakkingstate of afleweringsbriewe opmaak;
 - (t) bestellings vir versending verpak;
- "werknemer graad I, oëkwalifiseer," 'n werknemer graad I met minstens twee jaar ondervinding;
- "werknemer graad I, ongekwalifiseer," 'n werknemer graad I met minder as twee jaar ondervinding;

"general worker" means an employee engaged in one or more of the following operations:

- (a) Cleaning and/or washing premises, plant, machinery, tools, utensils, containers, animals, furniture, filter presses or other articles (including the opening and closing of filter presses and the removal and replacement of filter cloths);
- (b) carrying, moving or stacking goods or other movable property of any description including the occasional operation of a goods lift;
- (c) assembling wooden boxes, corrugated fibre-board or similar containers by hand;
- (d) loading or unloading;
- (e) making or maintaining fires, removing refuse or ashes;
- (f) opening or closing boxes, bales or drums (other than by soldering);
- (g) feeding and/or sieving materials by hand into elevators, process vats, tanks or other vessels;
- (h) opening or closing cocks or valves under the supervision of a foreman, assistant foreman, mechanic or maintenance man; operating a hand pump;
- (i) branding, marking, stencilling or affixing ready addressed labels to boxes, bales, drums or other packages for transport or delivery;
- (j) making tea or similar beverages;
- (k) assisting on delivery vans;
- (l) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- (m) stirring ingredients in vats or pans, turning over grain or other raw or semi-manufactured materials;
- (n) gardening;
- (o) filling containers used for bulk quantities and/or mass-measuring in bulk;

(Note.—By "bulk" is meant any quantity exceeding 11,33 kg in mass in the case of solids or 18,18 litres in volume in the case of liquids.);

- (p) guarding premises or goods by day;
- (q) tending animals or birds, minding vehicles, harnessing animals;

"Grade I employee" means an employee engaged in one or more of the following:

- (a) Filling and/or labelling by hand or by semi-automatic machine such containers as are being filled with or contain medicinal preparations intended for human or animal use, toilet preparations, perfumes or scents, antiseptics, deodorants, chemical products for photographic purposes, baking powder and/or its constituents, yeast, gelatine, essences, flavourings and colouring for foodstuffs;
 - (b) attending an automatic packaging machine;
 - (c) crimping or sealing or tightening caps or containers by semi-automatic machine;
 - (d) heat or flame sealing of bags, bottles or other containers;
 - (e) inspecting containers and/or contents for foreign matter;
 - (f) moulding materials or products in prepared moulds; flaming and shaping;
 - (g) wrapping moulded products and/or such containers specified in (a) above by hand or by semi-automatic machine;
 - (h) operating any power-driven semi-automatic machine which is not specifically mentioned above and which is used in the packaging of those commodities listed under "Chemical Industry";
 - (i) assembling or inserting or attaching and/or trimming fancy dressings for boxes, bottles or containers and the preparation thereof;
 - (j) stitching boxes or cartons by machine;
 - (k) drawing the vacuum from and/or pressuring and sealing containers;
 - (l) checking gauges or temperature charts and controlling pressure and/or the vacuum;
 - (m) printing on labels, bottles or other containers by hand-printing or mechanically operated machine;
 - (n) printing labels or other printed matter;
 - (o) type-setting of words or letters for rubber stamps, hand-printing or power-driven printing machine;
 - (p) setting, perforating or coding machine;
 - (q) cutting cardboard or other materials by semi-automatic or automatic guillotine;
 - (r) cutting stencils individually by hand or by machine and/or selecting or sorting stencils;
 - (s) preparing orders from packing sheets or delivery notes;
 - (t) packing orders for despatch;
- "Grade I employee, qualified," means a Grade I employee who has had not less than two years' experience;
- "Grade I employee, unqualified," means a Grade I employee who has had less than two years' experience;

"leerling-chemitegnikus" 'n chemitegnikus wat minder as drie jaar ondervinding het of geag word dit te hê;

"onderhoudsman of faktotum" 'n werknemer, uitgesonderd 'n werktuigkundige of 'n masjien- en/of installasiebediener, wat installasie of masjinerie onderhou en/of herstel;

"masjien- en/of installasiebediener" 'n werknemer wat enige een van die volgende kragangedrewe masjiene bedien (en ook opstel, regstel en laat loop):

- (a) Pil- of tabletmasjiene;
- (b) homogenisators;
- (c) granoleerders;
- (d) disintegrators;
- (e) sentrifugale afskeiers en filtreerperse;
- (f) kapsulemasjiene;

"werktuigkundige" 'n geskoolde werknemer wat masjinerie opstel, opknop, defekte daarin opspoor en dit herstel, of wat toesig hou oor hierdie werksaamhede;

"motorvoertuig" 'n voertuig wat ontwerp of bedoel is vir 'n ander metode van aandrywing as deur die krag van mens of dier en wat gebruik word vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monsters, en omvat dit ook 'n voorhaker en 'n trekker;

"nagwag" 'n werknemer wat snags persele en/of goedere bewaak en vir die toepassing van hierdie woordskrywing kan "nag" beskou word as die tydperk tussen die sluitings- en die openingstyd van die werkgewer se onderneming;

"stukwerk" 'n stelsel waarvolgens die werknemer se besoldiging gegrond word op die hoeveelheid of omvang van die werk deur hom verrig;

"proseswerker" 'n werknemer, uitgesonderd 'n chemikus, apteker en drogis of 'n gediplomeerde chemitegnikus, wat hoofsaaklik te doen het met die vervaardiging van die handelsartikels onder "Chemikalieënnywerheid" omskryf;

"Tweede Nuwejaarsdag" die dag wat onmiddellik volg op die dag waarop Nuwejaarsdag val ingevolge die Wet op Openbare Feesdae: Met dien verstande dat indien Nuwejaarsdag die vorige jaar op 'n Saterdag val, Tweede Nuwejaarsdag op die daaropvolgende Maandag gevier moet word;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die handel, 'n tekort aan grondstowwe of 'n algemene onklaarraking van installasie of masjinerie wat veroorsaak is deur 'n ongeluk of 'n ander onvoorsiene noodgeval;

"magasynmeester of pakhuisman" 'n werknemer wat algemene toesig het oor voorraad of vervaardigde produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, te bewaar, bymekaar te maak, te verpak of uit te pak en/of goedere uit 'n magasyn of pakhuis aan die bedryfsafdeling vir versending te lewer;

"toetser" 'n werknemer wat onder die toesig van 'n chemikus, 'n gediplomeerde chemitegnikus of 'n apteker en drogis uitsluitlik of hoofsaaklik chemiese roetine-toetse uitvoer;

"handelsreisiger" 'n werknemer wat as die reisende verteenwoordiger van 'n bedryfsinrigting bestellings namens dié bedryfsinrigting van persone vra, werf of opneem vir die verkoop en/of verskaffing aan hulle van goedere vir herverkoop of vir hul gebruik of verbruik;

"uniform" 'n kledingstuk of kledingstukke van onderskeidende ontwerp en kleur;

"onbelaste massa" die massa van 'n motorvoertuig soos aangedui op 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van twee- of driewiel-motorvoertuie (uitgesonderd 'n voorhaker) die onbelaste massa geag moet word onder 453,6 kg te wees;

"loon" die bedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié by klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

"learner chemical technician" means a chemical technician who has had or is deemed to have had less than three years' experience;

"maintenance man or handyman" means an employee, other than a mechanic or a machine and/or plant operator, who is engaged in the maintenance and/or repair of plant or machinery;

"machine and/or plant operator" means an employee who is engaged in operating (including setting-up, adjustment and running) of any of the following power-driven machines:

- (a) Pill or tablet making machines;
- (b) homogenisers;
- (c) granulators;
- (d) disintegrators;
- (e) centrifugal separators and filter presses;
- (f) capsule machines;

"mechanic" means a skilled employee who erects, overhauls, traces faults in and repairs machinery or who supervises these operations;

"motor vehicle" means any vehicle designed or intended for propulsion by other than human or animal power and used for the conveyance of goods other than travellers' samples and includes a mechanical horse and a tractor;

"night watchman" means an employee who guards premises and/or goods by night and, for the purpose of this definition, "night" may be regarded as the period between the closing and opening hours of the business of the employer;

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

"process worker" means an employee, other than a chemist, chemist and druggist or a certificated chemical technician, who is primarily engaged in the manufacture of the commodities defined under "Chemical Industry";

"Second New Year's Day" means the day immediately following the day on which New Year's Day falls in terms of the Public Holidays Act: Provided that where in any year New Year's Day falls on a Saturday, Second New Year's Day shall be observed on the subsequent Monday;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

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

"tester" means an employee who, under the supervision of a chemist, or a certificated chemical technician or a chemist and druggist is wholly or mainly engaged in routine chemical tests;

"traveller" means an employee who, as the travelling representative of an establishment and on behalf of such establishment invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods for resale or for their use or consumption;

"uniform" means any article or articles of wearing apparel distinctive in design and colour;

"unladen mass" means the mass of any motor vehicle as expressed in a licence or certificate issued in respect of such a vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor vehicle (other than a mechanical horse) the unladen mass shall be deemed to be under 453,6 kg;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount.

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

4. LONE

(1) Behoudens subklousule (10) van hierdie klousule, is die minimum weekloon wat aan ondergenoemde klasse werknemers betaal en deur hulle ontvang moet word, soos volg:

(a) *Werknemers, uitgesonderd los werknemers:*

	Vanaf die datum van inwerk-trede van hierdie Oor-eenkoms tot 31/10/77	Daarna
	Loon per week	Loon per week
	R	R
Assistent-voorman.....	40,00	44,00
Ketelbediener.....	23,50	26,00
Gediplomeerde chemitegnikus (d.w.s. iemand in besit van 'n erkende diploma).....	55,00	60,00
Onderbaas of spanopsigter.....	29,00	32,00
Chemitegnikus.....	31,00	34,00
Leerling-chemitegnikus—		
gedurende eerste jaar ondervinding.....	18,50	20,50
gedurende tweede jaar ondervinding.....	23,50	26,00
gedurende derde jaar ondervinding.....	27,00	30,00
Klerk, vrou, gekwalifiseer.....	27,50	30,50
Klerk, vrou, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	19,00	21,00
gedurende tweede jaar ondervinding.....	22,00	24,00
Klerk, man, gekwalifiseer.....	33,50	37,00
Klerk, man, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	20,00	22,00
gedurende tweede jaar ondervinding.....	26,00	29,00
Versendingsklerk.....	33,50	37,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwa of -waens wat deur so 'n voertuig getrek word hoogstens 453,6 kg is.....	24,00	26,50
meer as 453,6 kg maar hoogstens 2 721,6 kg is.....	30,00	33,00
meer as 2 721,6 kg maar hoogstens 4 536 kg is.....	36,00	39,50
meer as 4 536 kg is.....	43,00	47,00
Voorman.....	45,00	49,00
Algemene werker—		
onder 18 jaar.....	18,50	20,50
18 jaar en ouer.....	23,50	26,00
Werknemer graad I, gekwalifiseer.....	25,00	27,50
Werknemer graad I, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	18,50	20,50
gedurende tweede jaar ondervinding.....	21,00	23,00
Onderhoudsman of faktotum.....	28,00	31,00
Werktuigkundige.....	45,00	49,00
Nagwag.....	25,00	27,50
Magasynmeester.....	33,50	37,00
Handelsreisiger.....	46,00	50,00
	Loon per maand	Loon per maand
	R	R
Chemikus.....	360,00	400,00
Apteker of drogis.....	360,00	400,00

(b) *Los werknemers.*—(i) In die geval van dié werknemers vir wie 'n stygende loonskaal voorgeskrif word: Vir elke dag of gedeelte van 'n dag gewerk, een-vierde van die hoogste weekloon voorgeskrif vir 'n werknemer wat dieselfde soort werk verrig as wat die los werknemer moet verrig;

(ii) in die geval van alle ander werknemers: Vir elke dag of gedeelte van 'n dag gewerk, een-vierde van die weekloon voorgeskrif vir 'n werknemer wat dieselfde soort werk verrig as wat die los werknemer moet verrig.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in klousule 7 bedoel, moet aan 'n werknemer betaal word voordat dié verlof begin.

(3) *Differensiële loon.*—'n Werknemer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om benewens sy eie werk of in plaas daarvan langer as een uur werk van 'n ander klas te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskrif word, moet dié werknemer teen die hoër loon besoldig ten opsigte van die hele dag waarop hy die werk verrig het: Met dien verstande dat as die enigste verskil in klasse ingevolge subklousule (1) op ondervinding of geslag berus, hierdie klousule nie van toepassing is nie.

4. WAGES

(1) Subject to the provisions of subclause (10) of this clause, the minimum weekly wages that shall be paid to and accepted by the under-mentioned classes of employees shall be as follows:

(a) *Employees other than casual employees:*

	From the date of coming into operation of this agreement until 31/10/77	Thereafter
	Rate per week	Rate per week
	R	R
Assistant foreman.....	40,00	44,00
Boiler attendant.....	23,50	26,00
Certificated chemical technician (i.e. in possession of a recognised diploma).....	55,00	60,00
Chargehand or team supervisor.....	29,00	32,00
Chemical technician.....	31,00	34,00
Learner chemical technician—		
during the first year of experience.....	18,50	20,50
during the second year of experience.....	23,50	26,00
during the third year of experience.....	27,00	30,00
Clerical employee, female, qualified.....	27,50	30,50
Clerical employee, female, unqualified—		
during the first year of experience.....	19,00	21,00
during the second year of experience.....	22,00	24,00
Clerical employee, male, qualified.....	33,50	37,00
Clerical employee, male, unqualified—		
during the first year of experience.....	20,00	22,00
during the second year of experience.....	26,00	29,00
Despatch clerk.....	33,50	37,00
Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
does not exceed 453,6 kg.....	24,00	26,50
exceeds 453,6 kg but not 2 721,6 kg... ..	30,00	33,00
exceeds 2 721,6 kg but not 4 536 kg... ..	36,00	39,50
exceeds 4 536 kg.....	43,00	47,00
Foreman.....	45,00	49,00
General worker—		
under 18 years.....	18,50	20,50
18 years and over.....	23,50	26,00
Grade 1 employee, qualified.....	25,00	27,50
Grade 1 employee unqualified—		
first year.....	18,50	20,50
second year.....	21,00	23,00
Maintenance man or handyman.....	28,00	31,00
Mechanic.....	45,00	49,00
Night watchman.....	25,00	27,50
Storeman.....	33,50	37,00
Traveller.....	46,00	50,00
	Rate per month	Rate per month
Chemist.....	360,00	400,00
Chemist or Druggist.....	360,00	400,00

(b) *Casual employee.*—(i) In the case of those employees for whom a rising scale of wages is prescribed, one-fourth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment;

(ii) in the case of all other employees, one-fourth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

(2) *Leave remuneration.*—The remuneration in respect of the annual leave referred to in clause 7 shall be paid to an employee before the commencement of such leave.

(3) *Differential rates of wages.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefor, work of another class for which a higher rate of wages is prescribed in subclause (1) shall pay such employee at the higher rate of wages in respect of the whole day on which he performs such work: Provided that where the sole difference between classes is in terms of subclause (1) based on experience or sex, the provisions of this subclause shall not apply.

(4) *Berekening van dagloon.*—Vir die toepassing van subklousule (3), moet die loon wat ten opsigte van een dag betaalbaar is, minstens een-vyfde wees van die weekloon wat in subklousule (1) voorgeskryf word vir die werk wat teen die hoër besoldiging verrig word.

(5) *Kontrakgrondslag.*—'n Werknemer word geag 'n weeklikse werknemer te wees tensy hy binne die omskrywing van "los werknemer" ressorteer en, behoudens klousule 5 (7), moet minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, aan hom betaal word ongeag of hy die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf word of minder gewerk het, en is hy onderworpe aan die ander voorwaardes (vir sover hulle van toepassing is) wat vir sodanige werknemer voorgeskryf word.

(6) *Stukwerk.*—(a) 'n Werknemer wat vir enige tydperk stukwerk verrig, moet besoldig word teen die skale waaroor die werkgever en sy werknemer ooreengekom het, maar sodanige werknemer moet minstens die besoldiging ontvang wat aan hom betaalbaar sou gewees het indien hy vir daardie tydperk teen tydloon gewerk het, plus 10 persent.

(b) 'n Lys van die stukwerkskale wat in paragraaf (a) bedoel word, moet op 'n opvallende plek in die bedryfsinrigting opgeplak word en mag nie verander word nie tensy een week vooraf kennis gegee is.

(7) (a) *Onderhoudstoelae.*—Benewens die loon wat in subklousule (1) voorgeskryf word moet 'n handelsreisiger wat 'n reis onderneem by die uitvoering van sy pligte en wat langer as ses agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, 'n onderhoudstoelae van minstens die volgende betaal word:

(i) 50c vir elke tydperk van afwesigheid wat nie oor 'n nag strek nie;

(ii) R2,25 vir elke nag waar so 'n tydperk van afwesigheid oor een of meer nagte strek;

Met dien verstande dat vir die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 23h00 en 04h00 beteken.

(b) *Vervoertoelae en -uitgawes.*—(i) 'n Werkgever moet 'n handelsreisiger wat sy werkgever se motorvoertuig gebruik of van wie vereis word om per trein of met enige ander vervoermiddel, uitgesonderd sy eie, te reis, vergoed vir alle redelike uitgawes wat hy in verband met dié vervoer by die uitvoering van sy pligte aangaan, en vir die toepassing van hierdie subklousule word die stalling van 'n motorvoertuig oornag geag vervoeruitgawe te wees.

(ii) 'n Werkgever moet sy handelsreisiger van wie vereis word om 'n motorvoertuig te verskaf vir die uitvoering van sy pligte, 'n insluitende vervoertoelae betaal van minstens 64c vir elke 1,6 kilometer wat in die uitvoering van sy pligte afgelê word.

(c) 'n Werkgever moet alle toelae of uitgawes wat ingevolge hierdie subklousule aan 'n werknemer betaalbaar is, binne sewe dae na die werknemer se skriftelike eis daarom betaal: Met dien verstande dat 'n werknemer nie meer as een eis vir sodanige toelae en uitgawes in een week mag indien nie.

(8) *Nagskof.*—Benewens die loon wat in subklousule (1) hiervan voorgeskryf word, moet 'n werkgever aan elke werknemer wie se werktyd in 'n week uitsluitlik of hoofsaaklik tussen die ure 18h00 en 06h00 val, 'n ekstra 10 persent van sodanige loon betaal.

(9) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur vyf en sy uurloon is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.

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

(10) *Voorbehoudsbepalings.*—Geen bepaling van hierdie Ooreenkoms mag die uitwerking hê dat die loon van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie klousule vir hom voorgeskryf word, verminder word nie, en sodanige werknemer moet steeds 'n loon betaal word wat nie laer as sodanige hoër loon is nie en is steeds daarop geregtig, asof sodanige hoër loon die minimum loon is wat in hierdie artikel vir hom voorgeskryf word.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 13 moet 'n werkgever die besoldiging wat aan elkeen van sy werknemers, uitgesonderd sy los werknemers, verskuldig is, weekliks op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal: Met dien verstande dat as die werkgever en sy werknemer aldus ooreenkom, besoldiging maandeliks betaal kan word.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging wat aan elkeen van sy los werknemers verskuldig is, by die beëindiging van sy dienskontrak in kontant betaal.

(3) *Wyse van betaling.*—'n Werkgever moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende die werkure betaal, en sodanige besoldiging moet in 'n verseëlde kovert wees waarop die werkgever en die werknemer se naam,

(4) *Calculation of daily wages.*—For the purposes of subclause (3), the wage payable in respect of any one day shall be not less than one-fifth of the weekly wage prescribed in subclause (1) for the higher-rated work performed.

(5) *Basis of contract.*—An employee shall be deemed to be a weekly employee unless he falls within the definition "casual employee" and, save as provided in clause 5 (7), shall be paid not less than the full weekly wage prescribed in subclause (1) for an employee of his class whether he has worked the maximum number of ordinary hours prescribed in clause 6 (1) or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(6) *Piece-work.*—(a) An employee employed on piece-work for any period shall be paid at the rates agreed upon between the employer and his employee, but such employee paid shall be not less than the remuneration that would have been payable to him had he been employed on time-work for that period, plus 10 per cent.

(b) A schedule of the piece-work rates referred to in paragraph (a) shall be kept posted up in a conspicuous place in the establishment and shall not be altered except after one week's notice.

(7) (a) *Subsistence allowance.*—In addition to the wage prescribed in subclause (1) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and employer's establishment for any period in excess of six consecutive hours, shall be paid a subsistence allowance of not less than—

(i) 50c for each such period of absence not extending over a night;

(ii) R2,25 for each night where such period of absence extends over one or more nights;

Provided that, for the purposes of this subclause, the expression "night" means the period between 23h00 and 04h00.

(b) *Transport allowance and expenses.*—(i) A traveller who uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer all the reasonable expenses incurred by him in connection with such transport in the performance of his duties and, for the purposes of this subclause, the overnight garaging of a motor vehicle shall be deemed to be a transport expense.

(ii) A traveller who is required to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than 64c for each 1,6 kilometres travelled in the performance of his duties.

(c) Any allowance or expenses payable to an employee in terms of this subclause shall be paid by his employer within seven days of the employee's written claim therefor: Provided that an employee shall not submit more than one claim for any such allowance and expenses in any one week.

(8) *Night shift.*—In addition to the wages prescribed in subclause (1) hereof, an employer shall pay an extra 10 per cent on such wages to each employee whose working time in any week falls wholly or mainly between the hours of 18h00 and 06h00.

(9) *Calculation of wages.*—(a) The daily wage of an employee other than a casual employee, shall be his weekly wage divided by five and his hourly wage shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

(b) The monthly wage of an employee shall be four and a third times his weekly wage.

(10) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this clause, and such employee shall continue to be paid and be entitled to a wage not lower than such higher wage as if such higher wage was the minimum wage prescribed for him in this clause.

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 13, an employer shall pay the remuneration due to each of his employees, other than his casual employees, in cash weekly on the usual pay-day of the establishment, or on termination of employment if this takes place before the usual pay-day of the establishment: Provided that where the employer and his employee agree, remuneration may be paid monthly.

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

(3) *Method of payment.*—An employer shall pay the remuneration due to each of his employees during the hours of work and such remuneration shall be enclosed in a sealed envelope, showing on the outside the employer's and the employee's name,

die werknemer se beroep, die getal gewone en oortydure wat gewerk is, die tydperk waarvoor die bedrag betaal word en die bedrag daarin, aan die buitekant vermeld word. *Die besoldiging wat op 'n Sondag verdien word, moet afsonderlik aangetoon word.*

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

(5) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n winkel of 'n persoon wat hy aanwys, te koop nie.

(6) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Bantoe-arbeid, 1964, mag 'n werkgewer nie van 'n werknemer vereis om van hom of van 'n persoon of op 'n plek wat hy aanwys, kos en/of inwoning aan te neem nie.

(7) *Boetes en aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes ople of bedrae van sy loon aftrek nie, uitgesonderd die volgende:

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

(b) behoudens klousule 8 (1), wanneer 'n werknemer van sy werk af wegbly om 'n ander rede as op las of op versoek van sy werkgewer of afwesig is weens 'n ongeluk of siekte, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(c) enige bedrag wat 'n werkgewer regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) bydraes ingevolge klousule 17 van hierdie Ooreenkoms;

(e) wanneer 'n werknemer instem om kos en/of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens—

	Per week c	Per maand R
(i) Kos.....	30	1,30
(ii) Inwoning.....	20	0,86½
(iii) Kos en inwoning.....	50	2,16½

(f) wanneer korttyd in 'n bedryfsinrigting ingevoer word, 'n bedrag vir elke uur van sodanige korttyd, van die weekloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, gedeel deur 42½: Met dien verstande dat—

(i) geen bedrag afgetrek mag word nie ten opsigte van die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

(ii) geen bedrag in die geval van korttyd wat deur 'n slapte in die bedryf veroorsaak word, afgetrek mag word nie tensy die werkgewer sy werknemer minstens 24 uur vooraf kennis gegee het van sy voorneme om korttyd in te voer;

(g) met die skriftelike toestemming van sy werknemer, bydraes as ledegeld aan die fondse van die vakvereniging.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer is hoogstens die volgende:

(a) In die geval van 'n werknemer uitgesonderd 'n los werknemer—

(i) 42½ in 'n week van Maandag tot en met Vrydag;

(ii) agt en 'n half op 'n dag: Met dien verstande dat die weeklikse ure hoogstens 42½ mag wees;

(b) in die geval van 'n los werknemer, agt en 'n half uur op 'n dag.

(2) 'n Werkgewer mag nie van sy werknemer vereis om langer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie: Met dien verstande dat—

(i) as sodanige pouse langer as een uur duur, die tydperk langer as een uur geag word gewone werkure te wees;

(ii) 'n werknemer van wie vereis word of wat toegelaat word om vir twee of meer tydperke wat deur 'n pouse van minder as een uur onderbreek is, te werk, uitgesonderd 'n pouse wat in subklousule (3) bedoel word, en genoemde werktydperke altesaam meer as vyf uur beloop, geag moet word langer as vyf uur aaneen gewerk het;

(3) *Ruspouses.*—'n Werkgewer moet 'n ruspouse van minstens 10 minute aan elkeen van sy werknemers, uitgesonderd 'n nag-, 'n motorvoertuigdrywer, 'n werknemer wat boodskappe doen of goedere aflewer of persele of goedere gedurende die dag bewaak, toestaan so na as doenlik aan—

(a) die middel van elke oggendskof;

(b) die middel van elke namiddagskof as dié tydperk langer as drie uur is;

the employee's occupation, the number of ordinary and overtime hours worked, the period in respect of which payment is made and the amount contained therein. *Remuneration earned on a Sunday shall be shown separately.*

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

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

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

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

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

(b) save as provided in clause 8 (1), when his employee absents himself from work other than on the instructions or at the request of his employer or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;

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

(d) contributions in terms of clause 17 of this Agreement;

(e) when an employee agrees to accept board and/or lodging from his employer a deduction not exceeding the amounts specified hereunder:

	Per week c	Per month R
(i) Board.....	30	1,30
(ii) Lodging.....	20	0,86½
(iii) Board and lodging.....	50	2,16½

(f) whenever short-time is introduced in an establishment, in respect of each hour of such short-time, an amount equal to the weekly wage prescribed in clause 4 for an employee of his class divided by 42½: Provided that—

(i) no deduction shall be made in respect of the first hour of short-time caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;

(ii) in the case of short-time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than 24 hours' notice of his intention to introduce short-time;

(g) with the written consent of his employee subscriptions to the funds of the trade union.

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

(1) *Ordinary hours of work.*—The ordinary hours of work of and employee shall not exceed—

(a) in the case of an employee other than a casual employee—

(i) 42½ in any week from Monday to Friday, inclusive;

(ii) eight and a half in any day: Provided that the weekly hours do not exceed 42½;

(b) in the case of a casual employee eight and a half in any day.

(2) An employer shall not require his employee to work more than five hours continuously without an interval of at least one hour: Provided that—

(i) if such interval be for longer than one hour, any period in excess of one hour shall be deemed to be ordinary hours of work;

(ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than one hour, other than an interval referred to in subclause (3), the said periods of work totalling more than five hours shall be deemed to have been employed for more than five hours continuously.

(3) *Rest intervals.*—An employer shall grant to each of his employees other than a night watchman, a driver of a motor vehicle, an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest interval of not less than 10 minutes as nearly as practicable—

(a) the middle of each morning work period;

(b) the middle of each afternoon work period where such period is longer than three hours;

waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige ruspouse moet geag word deel van die gewone werkure te wees.

(4) *Werkure moet aaneenlopend wees.*—Behoudens subklousules (2) en (3), moet alle werkure aaneenlopend wees.

(5) *Oortydwerk.*—Alle tyd wat daar langer as die maksimum getal gewone daaglikse werkure soos in subklousule (1) voorgeskryf, gewerk word, en alle tyd wat op 'n Saterdag gewerk word, word geag oortydwerk te wees.

(6) (a) *Beperking van oortyd.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer oortyd te werk nie as—

- (i) 10 uur in 'n week;
- (ii) twee uur op 'n dag, van Maandag tot en met Vrydag;
- (iii) behoudens subparagraaf (i), vyf uur op 'n Saterdag.

(b) *Vroulike werknemers.*—Ondanks andersluidende bepalings van hierdie klousule, mag geen werkgewer vereis of toelaat dat 'n vroulike werknemer, tussen 18h00 en 06h00 werk nie nóg mag hy van sodanige werknemer vereis of haar toelaat om oortyd te werk nie—

- (i) vir langer as twee uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as 60 dae in 'n jaar;
- (iv) vir langer as een uur na voltooiing van haar gewone werkure op 'n dag, tensy hy—

(aa) sodanige werknemer voor 12h00 daarvan in kennis gestel het; of

(ab) 'n toereikende ete aan sodanige werknemer verskaf het voordat sy met die oortydwerk moet begin; of

(ac) sodanige werknemer betyds 50c betaal het om haar in staat te stel om 'n ete te nuttig voordat sy met die oortydwerk moet begin.

(7) *Besoldiging vir oortydwerk.*—'n Werkgewer moet aan elkeen van sy werknemers vir elke uur of gedeelte van 'n uur oortydwerk, minstens onderstaande lone betaal:

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal die werknemer se gewone loon;

(b) in die geval van 'n los werknemer, een en 'n derde maal die besoldiging wat in klousule 4 (1) (b) voorgeskryf word, gedeel deur agt en 'n half:

Met dien verstande dat oortyd op 'n daaglike grondslag bereken moet word, en wanneer daar minder as 30 minute oortyd op 'n dag gewerk is, dit as 'n halfuur beskou moet word vir die berekening van oortydbesoldiging.

(8) *Sondae en alle statutêre openbare vakansiedae en Tweede Nuwejaarsdag:* (a) *Sondae.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom die volgende betaal:

(i) Minstens twee maal die loon wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of minstens twee maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, naamlik die grootste bedrag; of

(ii) een en 'n half maal sy weekloon gedeel deur 4 $\frac{1}{2}$, vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het, en hom binne sewe dae vanaf sodanige Sondag 'n dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

(b) *Statutêre openbare vakansiedae en Tweede Nuwejaarsdag.*—Vir tyd wat daar op enigeen van die openbare vakansiedae, ingestel ingevolge die Wet op Openbare Feesdae, of op Tweede Nuwejaarsdag gewerk word, moet daar soos volg betaal word:

(i) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen sy gewone besoldiging vir elke uur of gedeelte van 'n uur wat gewerk is, benewens een dag se loon ingevolge klousule 4 (1) (a);

(ii) in die geval van 'n los werknemer, dubbel die besoldiging voorgeskryf in klousule 4 (1) (b) vir elke dag of gedeelte daarvan wat gewerk is: Met dien verstande dat dit nie van toepassing is ten opsigte van 'n statutêre openbare vakansiedag of Tweede Nuwejaarsdag wat op 'n Saterdag val nie, in welke geval die verskuldigde besoldiging ooreenkomstig subklousule (7) van hierdie klousule betaal moet word.

(9) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing nie op—

(a) handelsreisigers;

(b) nagwagte wie se werkgewers hulle 'n vry dag van 24 agtereenvolgende uur toestaan ten opsigte van elke week diens: Met dien verstande dat—

(i) die werkgewer geen bedrag ten opsigte daarvan van die loon van sy wag mag aftrek nie;

(ii) die werkgewer, in plaas daarvan dat hy sodanige vry dag aan sy wag toestaan, die wag die loon mag betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie aan hom toegestaan is nie;

during which the 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.

(4) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (3), all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the maximum number of ordinary daily hours of work prescribed in subclause (1) and any time worked on any Saturday shall be deemed to be overtime.

(6) (a) *Limitation of overtime.*—An employer shall not require or permit his employee to work overtime for more than—

- (i) 10 hours in any week;
- (ii) two hours in any day, from Monday to Friday inclusive;
- (iii) five hours on any Saturday, subject to the provisions of subparagraph (i).

(b) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work between 18h00 and 06h00, nor shall he require or permit such an employee to work overtime—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year;
- (iv) after completion of her ordinary working hours for more than one hour on any day unless he has—

(aa) given notice thereof to such employee before 12h00; or

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

(ac) paid such employee 50c in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

(7) *Payment of overtime.*—An employer shall pay to each of his employees in respect of each hour or part of an hour of overtime worked not less than—

(a) in the case of an employee other than a casual employee, one and a third times the employee's ordinary wage;

(b) in the case of a casual employee one and a third times the wage prescribed in clause 4 (1) (b) divided by eight and a half:

Provided that overtime shall be computed on a daily basis and where overtime of less than 30 minutes is worked on any day, it shall be paid for as half-an-hour.

(8) *Sundays and all statutory public holidays and Second New Year's Day:* (a) *Sundays.*—Whenever an employee works on a Sunday, his employer shall—

(i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, or a wage not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or

(ii) pay to him one and a half times his weekly wage divided by 4 $\frac{1}{2}$ for each hour or part of an hour worked by him on such day and grant him one day's leave within seven days of such Sunday and pay him in respect thereof not less than his daily wage.

(b) *Statutory public holidays and Second New Year's Day.*—Time worked on any of the public holidays proclaimed in terms of the Public Holidays Act, or on Second New Year's Day, shall be paid for at the following rates:

(i) In the case of an employee, other than a casual employee, at his ordinary rate of wages in respect of each hour or part of an hour worked, in addition to one day's pay in terms of clause 4 (1) (a);

(ii) in the case of a casual employee, double the wage prescribed in clause 4 (1) (b) for each day or part thereof worked: Provided that this shall not apply in respect of any statutory public holiday or Second New Year's Day falling on a Saturday, in which case the payment due shall be in accordance with the provisions of subclause (7) of this clause.

(9) *Savings.*—The provisions of this clause shall not apply to—

(a) travellers;

(b) night watchmen whose employer grants them a day of rest of 24 consecutive hours in respect of every week of employment: Provided that—

(i) the employer makes no deduction from his watchmen's wage in respect thereof;

(ii) the employer, in lieu of granting his watchmen such day of rest, may pay the watchmen the wage which they would have received if they had not worked on such day, plus an amount of not less than their daily wage in respect of such day not granted;

(c) voormanne, wat gereeld besoldiging van minstens R3 600 per jaar ontvang.

(10) Subklousules (3), (4) en (6) van hierdie klousule is nie op manlike werknemers wat noodwerk verrig van toepassing nie.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Elke werknemer, uitgesonderd 'n nagwag of 'n handelsreisiger, wat een jaar ononderbroke diens by sy werkgever voltooi het, moet verlof soos volg toegestaan word:

(a) In die geval van 'n werknemer met minder as vyf jaar ononderbroke diens by sy werkgever, minstens 12 agtereenvolgende werkdag;

(b) in die geval van 'n werknemer met van vyf tot nege jaar ononderbroke diens by sy werkgever, minstens 15 agtereenvolgende werkdag;

(c) in die geval van 'n werknemer met 10 jaar of langer ononderbroke diens by sy werkgever, minstens 20 agtereenvolgende werkdag;

en hy moet ten opsigte van elke dag van sodanige verlof minstens die dagloon betaal word wat hy onmiddellik vóór die aanvang van sodanige verlof ontvang het.

(2) 'n Nagwag of 'n handelsreisiger wat een jaar ononderbroke diens by sy werkgever voltooi het, moet verlof soos volg toegestaan word:

(a) In die geval van 'n nagwag of 'n handelsreisiger met minder as vyf jaar ononderbroke diens by sy werkgever, minstens 23 agtereenvolgende dae;

(b) in die geval van 'n nagwag of 'n handelsreisiger met van vyf tot nege ononderbroke jaar diens by sy werkgever, minstens 26 agtereenvolgende dae;

(c) in die geval van 'n nagwag of 'n handelsreisiger met 10 jaar of langer ononderbroke diens by sy werkgever, minstens 31 agtereenvolgende dae;

en hy moet ten opsigte van elke dag van sodanige verlof minstens die dagloon betaal word wat hy onmiddellik vóór die aanvang van sodanige verlof ontvang het.

(3) Die verlof moet toegestaan word op 'n tydstop wat die werkgever vasstel: Met dien verstande dat—

(i) 'n werkgever van sy werknemer kan vereis om sy jaarlikse verlof te neem voor die einde van die diensjaar waarop dit betrekking het;

(ii) indien sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne vier maande na die einde van die jaar waarop dit betrekking het: Met dien verstande dat, indien 'n werknemer skriftelik daartoe ingestem het voordat genoemde tydperk van vier maande verstryk het, sy werkgever sodanige verlof aan hom kan toestaan met ingang van 'n datum hoogstens twee maande na verstryking van genoemde tydperk van vier maande;

(iii) indien 'n statutêre openbare vakansiedag of Tweede Nuwejaarsdag binne die tydperk van sodanige verlof val, nog 'n dag verlof met volle besoldiging vir elke sodanige openbare vakansiedag of Tweede Nuwejaarsdag by die jaarlikse verlof gevoeg moet word: Met dien verstande dat as enige sodanige statutêre openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, hierdie paragraaf nie op dié dag van toepassing is nie.

(4) 'n Werknemer wie se dienskontrak beëindig word—

(i) in die eerste diensjaar by dieselfde werkgever voor die voltooiing van sodanige jaar;

(ii) in enige daaropvolgende diensjaar by dieselfde werkgever voor die voltooiing van sodanige jaar;

moet by diensbeëindiging soos volg betaal word:

(a) In die geval van 'n werknemer in subklousule (1) (a) van hierdie klousule bedoel, vir elke voltooide maand diens, minstens die dagloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;

(b) in die geval van 'n werknemer in subklousule (1) (b) van hierdie klousule bedoel, vir elke voltooide maand diens, minstens een vierde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;

(c) in die geval van 'n werknemer in subklousule (1) (c) van hierdie klousule bedoel, vir elke voltooide maand diens, minstens een derde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;

(d) in die geval van 'n werknemer in subklousule (2) (a) van hierdie klousule bedoel, vir elke voltooide week diens, minstens sy weekloon vermenigvuldig met drie en twee sewendes en gedeel deur 52;

(e) in die geval van 'n werknemer in subklousule (2) (b) van hierdie klousule bedoel, vir elke voltooide week diens, minstens sy weekloon vermenigvuldig met drie en vyf sewendes en gedeel deur 52;

(c) foremen, who are in receipt of a regular wage of not less than R3 600 per annum.

(10) The provisions of subclauses (3), (4) and (6) of this clause shall not apply to male employees engaged in emergency work.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Every employee, other than a night watchman or a traveller, who has completed one year's continuous employment with his employer shall be granted leave as follows:

(a) In the case of an employee with less than five years' continuous employment with his employer, not less than 12 consecutive working days;

(b) in the case of an employee with from five to nine years' continuous employment with his employer, not less than 15 consecutive working days;

(c) in the case of an employee with 10 or more years' continuous employment with his employer, not less than 20 consecutive working days;

and shall be paid in respect of each day thereof not less than the daily wage which he was receiving immediately before the commencement of such leave.

(2) A night watchman or a traveller who has completed one year's continuous employment with his employer shall be granted leave as follows:

(a) In the case of a night watchman or traveller with less than five years' continuous employment with his employer, not less than 23 consecutive days;

(b) in the case of a night watchman or traveller with from five to nine years' continuous employment with his employer, not less than 26 consecutive days;

(c) in the case of a night watchman or traveller with 10 or more years' continuous employment with his employer, not less than 31 consecutive days' leave;

and shall be paid in respect of each day thereof, not less than the daily wage which he was receiving immediately before the commencement of such leave.

(3) The leave shall be granted at a time to be fixed by the employer: Provided that—

(i) an employer may require his employee to take his annual leave before the completion of the year of employment to which it relates;

(ii) if such leave has not been granted earlier, it shall be granted within four months of the completion of the year to which it relates: 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;

(iii) if any statutory public holiday or Second New Year's Day falls within the period of such leave, a further day's leave on full pay shall be added to the annual leave in respect of each such public holiday or Second New Year's Day: Provided that if any such statutory public holiday or Second New Year's Day falls on a Saturday, the provisions of this paragraph shall not apply in respect of such day.

(4) An employee whose contract of employment terminates—

(i) in the first year of employment with the same employer before the completion of such year;

(ii) in any subsequent year of employment with the same employer before the completion of such year;

shall, upon termination, be paid—

(a) in the case of an employee referred to in subclause (1) (a) of this clause, for each completed month of employment, not less than the daily wage he was receiving immediately before the date of such termination;

(b) in the case of an employee referred to in subclause (1) (b) of this clause, for each completed month of employment, not less than one fourth of the weekly wage he was receiving immediately before the date of such termination;

(c) in the case of an employee referred to in subclause (1) (c) of this clause, for each completed month of employment, not less than one-third of the weekly wage he was receiving immediately before the date of such termination;

(d) in the case of an employee referred to in subclause (2) (a) of this clause, for each completed week of employment, not less than his weekly wage multiplied by three and two-sevenths and divided by 52;

(e) in the case of an employee referred to in subclause (2) (b) of this clause, for each completed week of employment, not less than his weekly wage multiplied by three and five-sevenths and divided by 52;

(f) in die geval van 'n werknemer in subklousule (2) (c) van hierdie klousule bedoel, vir elke voltooid week diens, minstens sy weekloon vermenigvuldig met vier en drie sewendes en gedeel deur 52.

(5) 'n Werknemer wat ingevolge hierdie klousule op verlof geregtig geword het en wie se diens eindig voordat sodanige verlof toegestaan is, moet by diensbeëindiging vir elke dag daarvan betaal word teen minstens die dagloon wat hy onmiddellik voor dié datum van diensbeëindiging ontvang het.

(6) *Alle statutêre openbare vakansiedae en Tweede Nuwejaarsdag.*—Benewens die jaarlikse verlof soos in hierdie klousule voorgeskryf, is 'n werknemer, uitgesonderd 'n los werknemer of 'n nagwag, geregtig op en moet verlof aan hom toegestaan word op alle statutêre openbare vakansiedae soos omskryf in die Wet op Openbare Feesdae en Tweede Nuwejaarsdag en moet 'n bedrag van minstens een vyfde van die weekloon wat hy onmiddellik voor dié dag ontvang het, ten opsigte van elke sodanige dag aan hom betaal word: Met dien verstande dat as dringende omstandighede in die bedryf dit vereis, daar, behoudens klousule 6 (8), van 'n werknemer vereis mag word om op sodanige dae te werk: Voorts met dien verstande dat as een van dié vakansiedae of Tweede Nuwejaarsdag op 'n Saterdag val, hierdie subklousule nie op dié dag van toepassing is nie.

(7) Vir die toepassing van hierdie klousule—

(a) omvat die uitdrukking "dieselfde werkgewer" in die geval waar die sakeonderneming, uitgesonderd 'n insolvente sakeonderneming, verkoop word, ook die nuwe eienaar van die sakeonderneming vir die tydperk wat dié nuwe eienaar die sakeonderneming waarin die betrokke werknemer in diens is, voortsit; en

(b) word "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer—

(i) kragtens subklousules (1) en (2) met verlof afwesig is;

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

(iii) op las of op versoek van sy werkgewer van sy werk afwesig is;

(iv) kragtens klousule 8 met siekteverlof afwesig is;

wat ten opsigte van subparagrafe (i), (iii) en (iv) altesaam hoogstens 10 weke en ten opsigte van subparagraaf (ii) altesaam hoogstens vier maande in 'n jaar beloop; en "diens" word geag te begin—

(aa) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens 'n vorige gepubliseerde ooreenkoms van die Raad of kragtens enige vrystelling van die bepalings van sodanige ooreenkoms wat deur die Raad verleen is—met ingang van die datum waarop so 'n werknemer kragtens sodanige ooreenkoms of vrystelling op verlof geregtig geword het;

(ab) in die geval van 'n werknemer wat voor die datum van inwerking-treding van 'n ooreenkoms in bogenoemde (aa) bedoel, in diens was en op wie sodanige ooreenkoms van toepassing was, maar wat geregtig geword het op verlof kragtens die bepalings daarvan of kragtens 'n vrystelling van die bepalings van sodanige ooreenkoms wat deur die Raad verleen is—met ingang van die datum waarop sodanige diens 'n aanvang geneem het;

(ac) in die geval van enige ander werknemer—met ingang van die datum waarop dié werknemer by sy werkgewer in diens getree het of met ingang van die datum van inwerking-treding van hierdie Ooreenkoms, naamlik die jongste datum.

(8) Die tydperk van jaarlikse verlof wat in hierdie klousule voorgeskryf word, mag nie saamval nie met 'n tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

(9) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlikse verlof sy bedryfs-inrigting te eniger tyd maar hoogstens een keer in enige tydperk van 12 maande sluit vir 12 agtereenvolgende werkdade plus enige addisionele dae wat bygevoeg moet word uit hoofde van die bepalings van subklousule (6): Met dien verstande dat 'n werknemer wat geregtig is op addisionele dae verlof uit hoofde van die bepalings van subklousule (1) (b) en (c) of subklousule (4) (b) en (c) van hierdie klousule geregtig is op sodanige ekstra verlof met besoldiging wanneer dit vir die werkgewer geleë is of op die ekwivalente geldelike waarde daarvan: Voorts met dien verstande dat 'n nagwag en 'n handelsreisiger, behoudens die betrokke bepalings van subklousule (4), hul volle jaarlikse verlof toegestaan moet word met ingang van die datum waarop die werkgewer sy bedryfsinrigting sluit.

'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge paragraaf (a) nie geregtig is op die volle tydperk van jaarlikse verlof in subklousule (1) voorgeskryf nie, moet ten opsigte van enige verlof aan hom verskuldig besoldig word op die grondslag in subklousule (4) uiteengesit.

(f) in the case of an employee referred to in subclause (2) (c) of this clause, for each completed week of employment, not less than his weekly wage multiplied by four and three-sevenths and divided by 52.

(5) An employee who has become entitled to a period of leave in terms of this clause, and whose employment terminates before such leave has been granted, shall, upon termination, be paid in respect of each day thereof not less than the daily wage which he was receiving immediately before the date of such termination.

(6) *All statutory public holidays and Second New Year's Day.*—In addition to the annual leave prescribed in this clause, an employee other than a casual employee or a night watchman shall be entitled to and be granted leave on all statutory public holidays as defined in the Public Holidays Act and Second New Year's Day and shall be paid in respect of each day not less than one-fifth of the weekly wage which he was receiving immediately before such day: Provided that if the exigencies of the trade so require, an employee may, subject to clause 6 (8), be required to work on such days: Provided further that, if any such public holiday or Second New Year's Day falls on a Saturday, the provisions of this subclause shall not apply in respect of such day.

(7) For the purposes of this clause, the expression—

(a) "the same employer" includes in the case of the sale of a business other than an insolvent business, the new owner of the business, for the period during which such new owner continues to carry on the business in which the employee concerned is employed; and

(b) "employment" shall be deemed to include any period or periods during which an employee is—

(i) absent on leave in terms of subclauses (1) and (2);

(ii) undergoing military training in pursuance of the Defence Act, 1957;

(iii) absent from work on the instructions or at the request of his employer;

(iv) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than 10 weeks in respect of subparagraphs (i), (iii) and (iv), and not more than four months in the aggregate in any year in respect of subparagraph (ii), and "employment" shall be deemed to commence—

(aa) in the case of an employee who had before the coming into operation of this Agreement become entitled to leave in terms of a previous published agreement of the Council or in terms of any exemption granted by the Council from the provisions of such agreement, from the date on which such employee became entitled to such leave under such agreement or exemption;

(ab) in the case of an employee who was in employment before the date of commencement of an agreement referred to in (aa) above and to whom such agreement applied but who had become entitled to leave in terms thereof or in terms of any exemption granted by the Council from the provisions of such agreement, from the date on which such employment commenced;

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

(8) The period of annual leave prescribed in this clause shall not be concurrent with any period during which the employee is undergoing military training in pursuance of the Defence Act, 1957.

(9) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave at any time but not more than once in any period of 12 months close his establishment for 12 consecutive working days plus any additional days that may have to be added by virtue of the provisions of subclause (6): Provided that an employee who is entitled to additional days' leave by virtue of the provisions of subclause (1) (b) and (c) or subclause (4) (b) and (c) of this clause shall be entitled to such extra paid leave at the employer's convenience or to the equivalent monetary value thereof: Provided further that a night watchman and a traveller shall be granted their full annual leave, subject to the relevant provisions of subclause (4), from the date on which the employer closes his establishment.

(b) An employee who, at the date of the closing of an establishment in terms of paragraph (a), is not entitled to the full period of annual leave prescribed in subclause (1) shall in respect of any leave due to him be paid on the basis set out in subclause (4).

8. SIEKTEVERLOF

(1) 'n Werkgewer moet aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, minstens altesaam 20 werkdade siekteverlof gedurende elke tydkring van 24 agtereenvolgende maande diens by hom toestaan en dié werknemer vir 'n tydperk van afwesigheid ingevolge hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(a) 'n werknemer in die eerste 24 agtereenvolgende maande diens nie geregtig is nie op siekteverlof tot volle besoldiging van meer as een werkdag ten opsigte van elke voltooide maand diens, behoudens 'n maksimum van 10 werkdade gedurende die eerste tydperk van 12 maande diens en 'n verdere 10 werkdade gedurende die tweede tydperk van 12 maande diens;

(b) 'n werkgever, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis vir 'n tydperk van afwesigheid van langer as twee werkdade weens ongeskiktheid, kan vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig;

(c) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer wanneer en so lank as wat sy werkgever ooreenkomstig 'n skriftelike versoek van die werknemer, bydraes doen aan enige fonds of organisasie deur die werknemer aangewys, welke fonds of organisasie aan die werknemer, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van minstens sy loon vir 20 werkdade in elke tydkring van 24 maande diens, behoudens, gedurende die eerste 24 maande diens, die ophopingskaal wat in die eerste voorbehoudsbepaling van hierdie subklousule genoem word;

(d) as 'n werkgever regtens verplig is om gelde te betaal vir die hospitaal- of geneeskundige behandeling van 'n werknemer en hy sodanige gelde wel betaal, die bedrag aldus betaal, afgetrek mag word van die besoldiging verskuldig vir ongesteldheid ingevolge hierdie klousule;

(e) as 'n werkgever vir 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, verplig is om 'n werknemer kragtens enige ander wet sy volle loon te betaal, en hy die loon aldus betaal, hierdie klousule nie van toepassing is nie;

(f) die loon betaalbaar aan 'n werknemer wat stukwerk verrig, vir enige tydperk van afwesigheid met siekteverlof kragtens hierdie klousule, bereken moet word op 'n pro rata grondslag in verhouding tot die besoldiging wat aan dié werknemer betaalbaar is op sy laaste betaaldag wat dié afwesigheid onmiddellik voorafgaan.

(2) Wanneer 'n werknemer weens ongeskiktheid afwesig is vir enige tydperk wat langer is as die siekteverlof wat ten tyde van sodanige ongeskiktheid opgehoop het, is hy geregtig op besoldiging slegs ten opsigte van die siekteverlof wat aldus opgehoop het, maar indien dit gebeur gedurende die eerste tydkring van 24 maande diens, is hy daarop geregtig, by verstryking van die 24 maande diens of by diensbeëindiging vóór sodanige verstryking, dat sy werkgever hom besoldig vir sodanige langer tydperk van afwesigheid weens ongeskiktheid in die mate waarin siekteverlof opgehoop het wat, ten tyde van sodanige verstryking of diensbeëindiging, nie geneem is nie.

(3) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (5).

(4) Siekteverlof en jaarlikse verlof mag nie saamval nie.

(5) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte, uitgesonderd siekte veroorsaak deur 'n werknemer se eie wangedrag of 'n besering opgedoen in 'n ongeluk waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevallewet, 1941, soos gewysig.

9. UNIFORMS

'n Werkgewer wat van sy werknemers vereis om 'n uniform, oorpak of voorskoot te dra, moet dit kosteloos verskaf, en dit bly die eiendom van die werkgever. Die werkgever moet die koste in verband met die was en stryk van die uniforms dra.

10. BESTAANDE KONTRAKTE

Enige dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree of wat ná sodanige datum aangegaan word, is onderworpe aan hierdie Ooreenkoms.

11. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

8. SICK LEAVE

(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than 20 work-days sick leave in the aggregate during each cycle of 24 consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof, not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first 24 consecutive months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment, subject to a maximum of 10 work-days during the first period of 12 months of employment and a further 10 work-days during the second period of 12 months of employment;

(b) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence in excess of two work-days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;

(c) this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for 20 work-days in each cycle of 24 months of employment, subject during the first 24 months of employment to the rate of accrual set out in the first proviso to this subclause;

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

(e) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, and he so pays such wages, the provisions of this clause shall not apply;

(f) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on a pro rata basis in relation to the remuneration paid to such employee on his last pay-day immediately preceding such absence.

(2) Where an employee is absent due to incapacity for a period in excess of the sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but should this occur during the first cycle of 24 months of employment he shall, at the expiry of the 24 months of employment or on termination of employment before such expiry, be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

(3) For the purposes of this clause the expression "employment" shall have the same meaning as in clause 7 (5).

(4) Sick leave and annual leave shall not run concurrently.

(5) For the purposes of this clause, the expression "incapacity" means inability to work owing to sickness other than that caused by an employee's own misconduct or any injury sustained in an accident compensable under the Workmen's Compensation Act, 1941, as amended.

9. UNIFORMS

An employer who requires his employees to wear a uniform, overall or apron shall provide it free of charge, and it shall remain the property of the employer. The expense of laundering uniforms shall be borne by the employer.

10. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequently to such date shall be subject to the provisions of this Agreement.

11. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

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

12. GETALSVIRHOUDING

(1) *Chemitegnikus*.—'n Werkgewer mag nie 'n leerling-chemitegnikus in diens hê nie tensy hy 'n gekwalifiseerde chemitegnikus in sy diens het, en vir elke gekwalifiseerde chemitegnikus in sy diens mag hy hoogstens een leerling-chemitegnikus in sy diens hê: Met dien verstande dat vir die toepassing van hierdie subklousule 'n chemikus of apteker en drogis geag word 'n gekwalifiseerde chemitegnikus te wees.

(2) *Versendingsklerk*.—'n Werkgewer moet 'n gekwalifiseerde versendingsklerk in diens hê voordat hy 'n ongekwalifiseerde versendingsklerk in diens mag neem, en vir elke gekwalifiseerde versendingsklerk in sy diens mag hy hoogstens drie ongekwalifiseerde versendingsklerke in diens hê.

(3) *Vroulike klerk*.—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike klerk in diens hê nie tensy hy 'n gekwalifiseerde vroulike of manlike klerk in sy diens het, en vir elke gekwalifiseerde vroulike klerk in sy diens mag hy hoogstens een ongekwalifiseerde vroulike klerk in sy diens hê.

(4) *Manlike klerk*.—'n Werkgewer mag nie 'n ongekwalifiseerde manlike klerk in diens hê nie tensy hy 'n gekwalifiseerde manlike klerk in sy diens het, en vir elke gekwalifiseerde manlike klerk in sy diens mag hy hoogstens een ongekwalifiseerde vroulike klerk of manlike klerk in sy diens hê.

(5) *Werknemer graad I*.—'n Werkgewer mag nie 'n ongekwalifiseerde werknemer graad I in diens hê nie tensy hy 'n gekwalifiseerde werknemer graad I in sy diens het, en vir elke addisionele twee gekwalifiseerde werknemers graad I in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad I in sy diens hê.

(6) Vir die toepassing van hierdie klousule kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas werknemer doen, geag word 'n gekwalifiseerde werknemer in dié klas te wees, en 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, kan geag word 'n gekwalifiseerde werknemer te wees.

13. BEËINDIGING VAN DIENSKONTRAK

(1) *Opseggingstermyn*.—Behoudens—

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

(b) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as een week of twee weke, na gelang van die geval;

(c) subklousule (8) van hierdie klousule;

moet 'n werkgewer en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week kennis gee en in die geval van 'n maandeliks besoldigde werknemer, minstens twee weke kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring in plaas van kennisgewing*.—Ingeval 'n werkgewer of 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan voorgeskryf, moet hy onderskeidelik die volgende betaal of verbeur:

(a) In die geval van 'n weekliks besoldigde werknemer, een week se loon;

(b) in die geval van 'n maandeliks besoldigde werknemer, twee weke se loon;

teen die besoldiging wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms het 'n werkgewer die reg om, indien die loon wat 'n werkgewer aan 'n werknemer verskuldig is, kleiner is as die bedrag wat ingevolge subklousule (2) van hierdie klousule verbeur word, die bedrag wat kort kom af te trek van ander bedrae (as daar is) wat ten tyde van die beëindiging van sy dienskontrak in die werknemer se naam opgeloop het.

Vir die toepassing van hierdie subklousule moet bedrae wat 'n werknemer ingevolge klousule 7 (1), (4) en (5) van hierdie Ooreenkoms toekom, ook geag word bedrae te wees wat opgeloop het.

(4) As 'n ooreenkoms kragtens subklousule (1) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die opseggingstermyn waarvoor daar ooreengekom is.

(5) *Datum van inwerkingtreding van kennisgewing*:

(i) *Weekliks besoldigde werknemers*.—Die kennis in subklousule (1) van hierdie klousule bedoel, moet gegee word voor of op, en word van krag met ingang van die gewone betaaldag van die bedryfsinrigting.

(ii) *Maandeliks besoldigde werknemers*.—Die kennis in subklousule (1) van hierdie klousule bedoel, moet gegee word voor of op, en word van krag met ingang van, die eerste of die 15de dag van 'n kalendermaand.

12. PROPORTION OR RATIO

(1) *Chemical technician*.—An employer shall not employ a learner chemical technician unless he has in his employ a qualified chemical technician, and for each qualified chemical technician employed not more than one learner chemical technician may be employed by him: Provided that for the purposes of this subclause a chemist or chemist and druggist may be deemed to be a qualified chemical technician.

(2) *Despatch clerk*.—An employer shall employ a qualified despatch clerk before he may employ an unqualified despatch clerk, and for each qualified despatch clerk employed not more than three unqualified despatch clerks may be employed by him.

(3) *Clerical employee, female*.—An employer shall not employ a clerical employee, female, unqualified, unless he has in his employ a qualified female or male clerical employee and for each clerical employee female, qualified, not more than one clerical employee, female, unqualified, may be employed by him.

(4) *Clerical employee, male*.—An employer shall not employ a clerical employee, male, unqualified, unless he has in his employ a clerical employee, male, qualified, and for each clerical employee, male, qualified, employed not more than one unqualified female or male clerical employee may be employed by him.

(5) *Grade I employee*.—An employer shall not employ an unqualified Grade I employee unless he has in his employ a qualified Grade I employee, and for each additional two qualified Grade I employees employed not more than one unqualified Grade I employee may be employed by him.

(6) For the purposes of this clause an employee, who is wholly or mainly engaged in performing work of any particular class of employee, may be deemed to be a qualified employee in such class and an unqualified employee who is receiving not less than the wage for a qualified employee of his class may be deemed to be a qualified employee.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) *Period of notice*.—Subject to—

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

(b) the provisions of any written agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or two weeks, as the case may be;

(c) the provisions of subclause (8) of this clause;

an employer and his employee shall, in the case of a weekly-paid employee, give not less than one week's notice and in the case of a monthly-paid employee, not less than two weeks' notice of his intention to terminate the contract of employment.

(2) *Payment of forfeiture in lieu of notice*.—In the event of an employer or an employee failing to give notice as provided in subclause (1) hereof, he shall pay or forfeit respectively—

(a) in the case of a weekly-paid employee, one week's pay;

(b) in the case of monthly-paid employee, two weeks' pay;

at the wage which such employee was receiving immediately before the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this subclause, any payment which may be due to an employee in terms of clause 7 (1), (4) and (5) of this Agreement, shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of subclause (1) of this clause, the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of operation of notice*:

(i) *Weekly-paid employees*.—Notice referred to in subclause (1) of this clause shall be given not later than and shall take effect from the usual pay-day of the establishment.

(ii) *Monthly-paid employees*.—Notice referred to in subclause (1) of this clause shall be given on or before, and shall take effect from the first or the 15th day of a calendar month.

(6) Vir die toepassing van hierdie klousule, beteken 'n week kennisgewing 'n werkweek van 42½ uur, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoudsbepaling geld vir die opseggingstermyn wat voorgeskryf word of waarvoor daar onderling ooreengekom is, soos in subklousule (3) bepaal.

(7) Die kennis in subklousule (1) van hierdie klousule bedoel, mag nie saamval nie met jaarlikse verlof, siekteverlof of 'n tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

(8) *Proeftydperke.*—Hierdie klousule is nie gedurende die eerste twee weke diens van toepassing nie. Sodanige twee weke word as 'n proeftydperk beskou waarin diens deur die werkgever of die werknemer, na gelang van die geval, beëindig kan word met—

- (a) vier uur kennisgewing in die geval van weekliks besoldigde werknemers;
- (b) 24 uur kennisgewing in die geval van maandeliks besoldigde werknemers.

14. PREMIES

'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet bydra.

15. DIENSSERTIFIKATE

'n Werkgever moet by die beëindiging van die dienskontrak van 'n lid van enige klas van sy werknemers, uitgesonderd 'n los werknemer, 'n dienssertifikaat aan die werknemer uitreik waarop die volgende verskyn:

- (a) Die volle naam en adres van die werkgever;
- (b) die volle naam van die werknemer;
- (c) die beroep van die werknemer;
- (d) die aanvangsdatum van die dienskontrak;
- (e) die datum van beëindiging van die dienskontrak;
- (f) die skaal van besoldiging op die datum van die beëindiging.

16. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad weens die ouderdom of swaakteit van 'n werknemer of om enige afdoende rede, vrystelling van enigen van die bepaling van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop vrystelling verleen word en die tydperk waarvoor daardie vrystelling van krag is, vasstel: Met dien verstande dat die Raad na goedvinde en met een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingssertifikaat mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik wat deur hom onderteken is, en waarop die volgende verskyn:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule vasgestel is en waarop dié vrystelling verleen word; en
- (d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) 'n kopie hou van elke sertifikaat wat uitgereik word; en
 - (b) as vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingssertifikaat aan die betrokke werkgever stuur.
- (5) Elke werkgever en werknemer moet die bepalinge nakom van 'n vrystellingssertifikaat wat kragtens hierdie klousule uitgereik is.

17. RAADSFONDSE

Daar word soos volg voorsiening gemaak vir die fondse van die Raad, waarvoor die Raad beskik en wat deur hom geadministreer word:

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke daaropvolgende betaaldag, moet elke werkgever 5c aftrek van die weekloon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat waar 'n werknemer maandeliks besoldig word, 'n bedrag van 22c van die werknemer se maandeloon afgetrek moet word. Die totale bedrag wat aldus afgetrek word, tesame met 'n bedrag wat daaraan gelyk is en deur die werkgever bygedra moet word, moet deur laasgenoemde maandeliks en wel voor of op die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word, tesame met 'n staat waarop die volgende verskyn:

- (a) Die naam en adres van die werkgever;
- (b) die tydperk waarop die bedrag betrekking het;

(6) For the purposes of this clause, a week's notice shall mean a working week of 42½ hours, or a full week's wages in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon in terms of subclause (3).

(7) The notice referred to in subclause (1) of this clause, shall not run concurrently with annual leave, sick leave, or whilst an employee is absent on military training in pursuance of the Defence Act, 1957.

(8) *Trial periods.*—The provisions of this clause shall not apply in respect of the first two weeks of employment. Such two weeks shall be deemed to be a period of trial during which employment may be terminated by the employer or the employee, as the case may be, at—

- (a) four hours' notice in the case of weekly-paid employees;
- (b) 24 hours' notice in the case of monthly-paid employees.

14. PREMIUMS

No premium shall be charged or accepted by an employer for the training of any employee: Provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

15. CERTIFICATES OF SERVICE

An employer shall, upon termination of the contract of employment of any member of any class of his employees, other than a casual employee, furnish such employee with a certificate of service showing—

- (a) the full name and address of the employer;
- (b) the full name of the employee;
- (c) the occupation in which the employee was engaged;
- (d) the date of commencement of contract of employment;
- (e) the date of termination of contract of employment;
- (f) the rate of remuneration at the date of such termination.

16. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted, has expired.

(3) The Secretary of the Council shall issue to every person granted exemption 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 fixed in accordance with the provisions of subclause (2) of this clause 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) retain a copy of each licence issued; and
- (b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this clause.

17. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, 5c shall be deducted by each employer from the weekly wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that where an employee is paid monthly, an amount of 22c shall be deducted from the employee's monthly wage. The total amount so deducted together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council month by month and not later than the 15th day of each month together with a statement showing—

- (a) the name and address of the employer;
- (b) the period in respect of which the amount relates;

- (c) die getal werknemers wat gedurende die betrokke tydperk in diens was;
 (d) die totale bedrag wat vir die betrokke tydperk van die loon van die werknemers afgetrek is;
 (e) die werkgever se bydrae ingevolge hierdie bepaling;
 (f) die totale bedrag.

18. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om uitvoering te gee aan hierdie Ooreenkoms.

Dit is die plig van elke werkgever en elke werknemer om sodanige agente toe te laat om dié navrae te doen, dié boeke en/of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

19. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat voorgeskryf word in die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

20. VAKVERENIGINGWERK

Werkgevers moet beamptes van die vakvereniging toelaat om hul bedryfsinrigtings by tye, soos met etenspouses, wat vir die werkgever gerieflik is, binne te gaan met die doel om organisasiewerk onder werknemers te doen. Met dien verstande dat sodanige beamptes die werkgever vooruit in kennis moet stel van hul voornemens om dit te doen.

21. VAKVERENIGINGLEDEGELD

Op die skriftelike versoek van sy werknemer, moet 'n werkgever weekliks 'n bedrag van sy werknemer se besoldiging aftrek wat in so 'n skriftelike versoek genoem word en wat aan die fondse van die vakvereniging betaal moet word, en die werkgever moet die bedrag of bedrae wat aldus afgetrek word voor of op die 15de dag van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is, aan die sekretaris van genoemde vakvereniging stuur.

Op hede die 17de dag van Desember 1976 te Kaapstad onderteken.

B. SPITZGLASS, Voorsitter.

J. HEEGER, Ondervoorsitter.

A. A. DAVIS, Sekretaris.

No. R. 376

18 Maart 1977

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

CHEMIKALIEËNYWERHEID, KAAP

Ek Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid, gepubliseer by Goewermentskennisgewing R. 375 van 18 Maart 1977, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die betreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

- (c) the number of employees employed during the period concerned;
 (d) the total amount deducted from the employees for the period concerned;
 (e) the employer's contribution in terms thereof;
 (f) the total amount.

18. AGENTS

The Council shall 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 every employer and every employee 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.

19. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

20. TRADE UNION FACILITIES

Employers shall permit trade union officials to enter their establishments at times, such as lunch-breaks, convenient to the employer for the purpose of organising employees: Provided such officials give prior notice of their intention to do so to the employer.

21. TRADE UNION SUBSCRIPTIONS

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount of subscriptions specified in such request, to the funds of the trade union and shall forward the amount or amounts deducted to the secretary of the said trade union not later than the 15th day of each month immediately succeeding that during which such deductions were made.

Signed at Cape Town this 17th day of December 1976.

B. SPITZGLASS, Chairman.

J. HEEGER, Vice-Chairman.

A. A. DAVIS, Secretary.

No. R. 376

18 March 1977

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

CHEMICAL INDUSTRY, CAPE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Chemical Industry, published under Government Notice R. 375 of 18 March 1977, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relevant provisions of the said Act.

S. P. BOTHA, Minister of Labour.

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