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No. 9561

DEPARTMENT OF MANPOWER

No. R. 76

18 January 1985

LABOUR RELATIONS ACT, 1956

CHEMICAL MANUFACTURING INDUSTRY, WITWATERSRAND AND PRETORIA.—MAIN AGREEMENT

I, Hendrik Schoeman, acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1986, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(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, 19 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

H. SCHOEMAN, Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TRANSSVAAL CHEMICAL MANUFACTURING INDUSTRY

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Chemical Manufacturers' Association

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

DEPARTEMENT VAN MANNEKRAG

No. R. 76

18 Januarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

CHEMIKALIEËNYWERHEID, WITWATERSRAND EN PRETORIA.—HOOFDOORENKOMS

Ek, Hendrik Schoeman, waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1986 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd die vervat in klousules 1 (1) (a), 2, 5 (7) (g), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1986 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

H. SCHOEMAN, Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE TRANSSVAALSE CHEMIKALIEËNYWERHEID

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangaan tussen die

Transvaal Chemical Manufacturers' Association

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

Chemical Workers' Union

and the

South African Chemical Workers' Union

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

being the parties to the Industrial Council for the Transvaal Chemical Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Chemical Manufacturing Industry of the Witwatersrand and Pretoria—

(a) by all employers who are members of the employers' organisation and all employees who are members of the trade unions, who are engaged or employed therein respectively.

(b) in the Magisterial Districts of Johannesburg [excluding that portion which, prior to 3 December 1954, 18 March 1955, 11 September 1964 and 1 November 1970 (Government Notices 2448 of 3 December 1954, 521 of 18 March 1955, 1383 of 11 September 1964 and 1618 of 2 October 1970), fell within the Magisterial District of Roodepoort and Portion 25 (a portion of that Portion) of the farm Klipspruit 8 owned by African Explosives and Chemical Industries Limited, under Deed of Transfer 18558/1947, measuring 6,0699 hectares—vide Diagram SG A39994/46—but including that portion of the Magisterial District of Randburg which, prior to the publication of Government Notice 2152 of 22 November 1974, fell within the Magisterial District of Johannesburg], Germiston (excluding the farms Modderfontein 3, Klipfontein 19 and Portion A and portion of the farm Zuurfontein 18 owned by African Explosives and Chemical Industries Limited, measuring 64,1943 hectares and 7,3120 hectares respectively—vide Diagram SG A4295/12 and Diagram SG A2216/90—hereinafter referred to as "the said farms"), Boksburg [excluding those portions which, prior to 6 November 1964 and 1 July 1972, respectively (Government Notices 1779 of 6 November 1964 and 871 of 26 May 1972), fell within the Magisterial Districts of Heidelberg and Benoni, respectively], Alberton, Springs [excluding that portion which, prior to 1 July 1972, fell within the Magisterial Districts of Brakpan and Benoni, but including those portions of the Magisterial Districts of Benoni and Brakpan which, prior to 1 July 1972, fell within the Magisterial District of Springs (Government Notice 871 of 26 May 1972)], Pretoria [including those portions of the Magisterial Districts of Cullinan, Brits and Randburg which, prior to 30 May 1968, 1 June 1972, and 1 January 1975, respectively (Government Notices 970 of 30 May 1968, 872 of 26 May 1972 and 2152 of 22 November 1974), fell within the Magisterial District of Pretoria, Kempton Park (excluding the said farms and that portion which, prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial District of Benoni but including that portion of the Magisterial District of Randburg which, prior to the publication of Government Notice 2152 of 22 November 1974, fell within the Magisterial District of Kempton Park) and Wonderboom.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages/salaries are prescribed in clause 4, but excluding employees whose wages/salaries exceed R840 per month.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in operation for a period of one year or for such period as may be determined by him.

3. DEFINITIONS

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

"aerosol loading and/or packing operations" shall mean the following operations undertaken in an aerosol loading and/or packing establishment engaged in the Industry:

Grade I employees—

(1) Coding involving discretion;

(2) crimping;

(3) filling concentrates by hand and/or machine, where such containers are being filled with or contain toilet preparations, cosmetics, perfumes, scents, antiseptics and deodorants (excluding domestic deodorants, domestic disinfectants, industrial deodorants and industrial disinfectants);

(4) filling propellants;

(5) hand labelling containers where such containers have been filled with or contain toilet preparations, cosmetics, perfumes, scents, antiseptics and deodorants (excluding domestic deodorants, domestic disinfectants, industrial deodorants and industrial disinfectants);

Chemical Workers' Union

en die

South African Chemical Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Transvaalse Chemikalieënywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Chemikalieënywerheid, Witwatersrand en Pretoria, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrosdistrikte Johannesburg [uitgesonderd daardie gedeelte wat voor 3 Desember 1954, 18 Maart 1955, 11 September 1964, en 1 November 1970 (Goewermmentskenningsgewings 2448 van 3 Desember 1954, 521 van 18 Maart 1955, 1383 van 11 September 1964 en 1618 van 2 Oktober 1970) binne die landdrosdistrik Roodepoort geval het en Gedeelte 25 ('n gedeelte van daardie Gedeelte) van die plaas Klipspruit 8 wat kragtens Transportakte 18558/1947 die eiendom is van African Explosives and Chemical Industries Limited en 6,0699 hektaar beslaan—kyk Kaart SG A39994/46—maar met inbegrip van daardie gedeelte van die landdrosdistrik Randburg wat voor die Publikasie van Goewermmentskenningsgewing 2152 van 22 November 1974 binne die landdrosdistrik Johannesburg geval het], Germiston (uitgesonderd die plaas Modderfontein 3, Klipfontein 19 en Gedeelte A en gedeelte van die plaas Zuurfontein 18 wat die eiendom is van African Explosives and Chemical Industries Limited en onderskeidelik 64,1943 hektaar en 7,3120 hektaar beslaan—kyk Kaart SG A4295/12 en Kaart SG A2216/90—hierna "genoemde plaas" genoem), Boksburg [uitgesonderd daardie gedeeltes wat voor onderskeidelik 6 November 1964 en 1 Julie 1972 (Goewermmentskenningsgewings 1779 van 6 November 1964 en 871 van 26 Mei 1972) binne onderskeidelik die landdrosdistrikte Heidelberg en Benoni geval het], Alberton, Springs [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 binne die landdrosdistrikte Brakpan en Benoni geval het maar met inbegrip van daardie gedeeltes van die landdrosdistrikte Benoni en Brakpan wat voor 1 Julie 1972 binne die landdrosdistrik Springs geval het (Goewermmentskenningsgewing 871 van 26 Mei 1972)], Pretoria [met inbegrip van daardie gedeeltes van die landdrosdistrikte Cullinan, Brits en Randburg wat voor onderskeidelik 30 Mei 1968, 1 Junie 1972 en 1 Januarie 1975 (Goewermmentskenningsgewings 970 van 30 Mei 1968, 872 van 26 Mei 1972 en 2152 van 22 November 1974) binne die landdrosdistrik Pretoria geval het, Kempton Park (uitgesonderd genoemde plaas en daardie gedeelte wat voor die publikasie van Goewermmentskenningsgewing 556 van 29 Maart 1956 binne die landdrosdistrik Benoni geval het maar met inbegrip van daardie gedeelte van die landdrosdistrik Randburg wat voor die publikasie van Goewermmentskenningsgewing 2152 van 22 November 1974 binne die landdrosdistrik Kempton Park geval het) en Wonderboom.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone/salarisse in klousule 4 voorgeskryf word, maar uitgesonderd werknemers wie se lone/salarisse meer as R840 per maand beloop.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

(A) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebring en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van die Wet melding gemaak word, word ook alle wysigings daarvan bedoel; met woorde wat die manlike geslag aandui, word ook vroue bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"aërosol-laaï- en/of-verpakkingswerk" die volgende werksaamhede wat onderneem word in 'n bedryfsinrigting in die Nywerheid wat aërosol laai en/of verpak:

Werknemers graad I—

(1) kodeerwerk doen wat diskresie vereis;

(2) riffelwerk doen;

(3) houters met die hand en/of masjien met konsentrate vul, waar sodanige houters met toiletpreparate, skoonheidsmiddels, parfuum, reukwater, antiseptiese middels en reukweermiddels (uitgesonderd huishoudelike reukweermiddels, huishoudelike ontsmettingsmiddels, nywerheidsreukweermiddels en nywerheidsontsmettingsmiddels) gevul word of dit bevat;

(4) met dryfmiddels vul;

(5) houters met die hand etiketteer, waar sodanige houters met toiletpreparate, skoonheidsmiddels, parfuum, reukwater, antiseptiese middels en reukweermiddels (uitgesonderd huishoudelike reukweermiddels, huishoudelike ontsmettingsmiddels, nywerheidsreukweermiddels en nywerheidsontsmettingsmiddels) gevul is of dit bevat;

- (6) operating aerosol loading machines;
 - (7) preparing concentrates;
 - (8) residue returning;
 - (9) supplying propellants;
- Grade II employees—

- (1) coding not involving discretion;
- (2) cutting valves;
- (3) feeding cans to filling line;
- (4) filling gas (cold line);

(5) hand labelling containers where such containers have been filled with or contain insecticides, domestic deodorants, domestic disinfectants, industrial deodorants, industrial disinfectants, paint and polish;

- (6) inspecting water bath or leaking containers;
- (7) straightening labels;
- (8) crimp checking for depth and diameter and/or checking products;
- (9) dropping marbles into containers;
- (10) issuing labels from store on requisition;
- (11) printing colour description on labels by hand printing machine;
- (12) operating a case sealing machine;
- (13) operating a carton stapling machine;
- (14) operating a shrink-wrap machine;

Grade III employees—

- (1) attaching fitments, shoulders or loose labels to valve cups;
- (2) buttoning;
- (3) capping;
- (4) carton labelling and sleeving;
- (5) carton making;
- (6) carton sealing and stencilling;
- (7) carton strapping;
- (8) check mass-measuring;
- (9) feeding aerosol cans to labelling machines;
- (10) inserting valves;
- (11) purging cans;
- (12) unloading water baths;
- (13) packing articles of uniform size and number, singly or collectively, into containers specially designed to contain such articles;

“artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition, the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the Registrar of Manpower Training in terms of section 27 or section 28 or section 30 of the said Act;

“assistant foreman” means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for him during his temporary absence: Provided that no assistant foreman shall be employed by an employer unless he has in his employ a foreman;

“boiler attendant” means an employee, who under supervision, is responsible for maintaining the water level and steam pressure in a boiler and who make stoke, draw, rake or slice the fire in such boiler;

“canteen cook” means an employee engaged in cooking, serving and other duties incidental thereto in a canteen or refreshment room, cafeteria or other department concerned with the provision of meals or other refreshments to staff and includes the supervision of Grade III employees in the performance of their duties in a canteen;

“canteen supervisor” means an employee engaged in supervising the cooking, serving and other duties incidental thereto, in a canteen, refreshment room, cafeteria or other department concerned with the provision of meals or other refreshments to staff, but excludes any private caterer contracting with an employer to supply such catering services independently;

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

“chargehand” means an employee responsible for the supervision of the work of Grade I and/or Grade II employees, and who in addition may be required to supervise Grade II employees: Provided that he shall not be required to supervise more than 15 employees, irrespective of whether they are all of the same class or collectively of all three classes;

“Chemical Manufacturing Industry” or “Industry” means the Industry in which employers and employees are associated for the purpose of carrying on the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of any one or more of the following commodities (irrespective of the groups in which they appear) in factories as defined in the Factories, Machinery and Building Work Act, 1941, namely:

Group A.—Writing ink, office paste.

- (6) aërosol-laaimasjiene bedien;
 - (7) konsentrate berei;
 - (8) residu terugneem;
 - (9) dryfmiddels verskaf;
- werknemers graad II—

- (1) kodeerwerk doen wat nie diskresie vereis nie;
- (2) kleppe sny;
- (3) blikke op 'n vulband voer;
- (4) met gas vul (koue soort);

(5) houters met die hand etiketteer waar sodanige houters met insekdoders, huishoudelike reukweermiddels, huishoudelike ontsmettingsmiddels, nywerheidsreukweermiddels, nywerheidsontsmetingsmiddels, verf en politoer gevul is of dit bevat;

- (6) waterbad of houters wat lek, inspekteer;
- (7) etikette reguit maak;
- (8) riffelwerk vir diepte en diameter nagaan en/of produkte nagaan;
- (9) albasters in houters gooi;
- (10) etikette op aanvraag uit magasyn uitreik;
- (11) kleurbeskrywing met handbediende drukmasjien op etikette druk;
- (12) 'n kisverseëlmasjien bedien;
- (13) 'n kartonkrammasjien bedien;
- (14) 'n krimpomhulmasjien bedien;

werknemers graad III—

- (1) toebehore, skouers of los etikette aan klepdoppe sit;
- (2) knoppies aansit;
- (3) sluitdoppe opsit;
- (4) kartonne etiketteer en hulse daarom plaas;
- (5) kartonne maak;
- (6) kartonne verseël en sjabloneer;
- (7) kartonne vasbind;
- (8) artikels massameet om massa te kontroleer;
- (9) aërosolblikies op etiketteermasjiene voer;
- (10) kleppe insit;
- (11) blikke skoonmaak;
- (12) waterbaddens leegmaak;
- (13) artikels van dieselfde grootte en getal afsonderlik of gesamentlik verpak in houters wat spesiaal ontwerp is om sodanige artikels te bevat;

“ambagsman” ’n werknemer wat werk doen wat gewoonlik deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking “geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat ingevolge die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat wat die Registrateur van Mannekragopleiding ingevolge artikel 27 of artikel 28 of artikel 30 van genoemde Wet aan hom uitgereik het;

“assistent-voorman” ’n werknemer wat, onder die algemene toesig van ’n voorman, enige van die pligte van ’n voorman verrig en wat in die tydelike afwesigheid van ’n voorman namens hom mag optree: Met dien verstande dat ’n werkgewer nie ’n assistent-voorman in sy diens mag hê nie tensy hy ’n voorman in sy diens het;

“ketelbediener” ’n werknemer wat, onder toesig, verantwoordelik daarvoor is om die waterstand en stoomdruk in ’n stoomketel op peil te hou en wat die vuur in sodanige stoomketel mag stook, uithaal, hark of met ’n vuuryster mag bewerk;

“eethuiskok” ’n werknemer wat kook, kos opdis en ander pligte wat daarmee in verband staan, verrig in ’n eethuis of verversingskamer, kafeteria of ander afdeling wat te doen het met die verskaffing van etes of ander verversings aan die personeel en wat ook oor werknemers graad III toesig hou wanneer hulle hul pligte in ’n eethuis verrig;

“eethuistoeshouer” ’n werknemer wat toesig hou oor die kook- en opdiswerk en ander pligte wat daarmee in verband staan in ’n eethuis, verversingskamer, kafeteria of ander afdeling wat te doen het met die verskaffing van etes of ander verversings aan die personeel, maar uitgesonderd ’n private spysenier wat ’n kontrak met ’n werkgewer het om sodanige spyseniersdienste onafhanklik te lewer;

“los werknemer” ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

“onderbaas” ’n werknemer wat verantwoordelik is vir die toesig-houding oor die werk van werknemers graad I en/of graad II en van wie daar verder vereis mag word om toesig oor werknemers graad III te hou: Met dien verstande dat daar nie van hom vereis mag word om oor meer as 15 werknemers toesig te hou nie, afgesien daarvan of hulle almal van dieselfde klas of gesamentlik van al drie die klasse is;

“Chemikalieënywerheid” of “Nywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende handelsartikels (afgesien van die groepe waarin dit voorkom) in fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk 1941, voor te berei en/of te vervaardig en/of te bottel en/of toe te draai en/of te verpak, naamlik:

Groep A.—Ink vir skryfdoeleindes, kantoorlym.

Group B.—Brake fluid, bleaching agents, dubbin, enamels, lacquers, paints, paint thinners, polishes, washing blue, washing soda, ammonia, benzene, caustic soda, but excluding the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of ammonia and/or benzene and/or caustic soda by the manufacturer thereof.

Group C.—Antiseptics, cosmetics, deodorants, disinfectants, flavouring essence, insecticides, medicinal products, perfumes and scents, pharmaceutical preparations, toilet preparations;

“chemical technician” means an employee, other than a “chemist and druggist” or a “chemist” who is engaged in chemical work, and for the purposes of this definition—

(a) “chemist and druggist” means a person registered as a pharmacist under the Pharmacy Act, 1974 (Act 53 of 1974);

(b) “chemist” means an employee holding a university degree or equivalent qualification recognised by the Industrial Council or who is a corporate member of the South African Chemical Institute;

“chemical technician, qualified,” means a chemical technician who has had not less than six years’ experience or who holds the National Diploma for Chemical Technicians;

“chemical technician, unqualified,” means a chemical technician who has had less than six years’ experience and who does not hold the National Diploma for Chemical Technicians;

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

“Class A establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group A of the definition of “Chemical Manufacturing Industry”;

“Class B establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group B of the definition of “Chemical Manufacturing Industry”;

“Class C establishment” means an establishment in which are prepared and/or manufactured and/or bottled and/or wrapped and/or packed any one or more of the commodities included in Group C of the definition of “Chemical Manufacturing Industry”. Provided that in the case of an establishment in which are manufactured commodities falling under more than one of the above classes of establishments, that establishment shall be deemed to be in the class for which the more or most favourable wage rates are prescribed;

“clerical employee” means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine, or in any other form of clerical work, and includes a cashier or a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee’s work;

“clerical employee, qualified,” means a clerical employee who has had not less than five years’ clerical experience in any industry, trade or occupation;

“clerical employee, unqualified,” means a clerical employee who has had less than five years’ clerical experience in any industry, trade or occupation;

“clerical employee (part-time)” means a clerical worker who is engaged part-time in clerical work and who shall be paid not less than 60 per cent of the wage prescribed for an employee of the same class and with the same experience, having due regard to the definition of “experience”, and whose daily hours of work shall not exceed five hours;

“Colour matcher and/or paint maker” means an employee who is responsible for the mixing, grinding and/or tinting of paint materials to set standards, and who undertakes the recording relative thereto, but who does not perform chemical manipulations, the devising or adjusting of the formulae of substances or the analytical control of the chemical processing of the raw or semi-manufactured or the finished product;

“colour matcher and/or paint maker, qualified,” means a colour matcher and/or paint maker who has had not less than two years’ experience in such occupations;

“colour matcher and/or paint maker, unqualified,” means a colour matcher and/or paint maker who has had less than two years’ experience in such occupations;

“Council” or “Industrial Council” means the Industrial Council for the Transvaal Chemical Manufacturing Industry;

“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 the assembling of such goods, the checking of packages and the mass-measuring, marking or addressing thereof, and includes a storeman or warehouseman;

“despatch clerk, qualified,” means an employee who has had not less than five years’ experience in any industry, trade or occupation as a despatch clerk;

“despatch clerk, unqualified,” means an employee who has had less than five years’ experience in any industry, trade or occupation as a despatch clerk;

Groep B.—Remvloeistof, bleikmiddels, leersmeer, emaljes, lakvernissoorte, verfsoorte, verfverduunners, politoer, blousel, wassoda, ammoniak, bensien, bytsoda, maar nie die bereiding en/of vervaardiging en/of bottel en/of toedraai en/of verpakking van ammoniak en/of bensien en/of bytsoda deur die vervaardiger daarvan nie.

Groep C.—Antiseptiese middels, skoonheidsmiddels, reukweermiddels, ontsmettingsmiddels, geurmiddels, insektdoders, medisinale produkte, parfüm en reukwater, farmaseutiese preparate en toiletpreparate;

“chemitegnikus” ’n werknemer, uitgesonderd ’n “apteker en drogis” of ’n “chemikus” wat chemiese werk verrig, en by die toepassing van hierdie omskrywing beteken—

(a) “apteker en drogis” ’n persoon wat ingevolge die Wet op Aptekers, 1974 (Wet 53 van 1974), as ’n apteker geregistreer is;

(b) “chemikus” ’n werknemer wat ’n universiteitsgraad of gelykwaardige kwalifikasie besit wat deur die Nywerheidsraad erken word en wat ’n korporaatlid van die Suid-Afrikaanse Chemiese Instituut is;

“chemitegnikus, gekwalifiseer,” ’n chemitegnikus met minstens ses jaar ondervinding of wat in besit is van die Nasionale Diploma vir Chemitegnici;

“chemitegnikus, ongekwalifiseer,” ’n chemitegnikus met minder as ses jaar ondervinding en wat nie in besit is van die Nasionale Diploma vir Chemitegnici nie;

“chemiese werk” die uitvoer van chemiese bewerkings, die opstel of aanpassing van die formules van stowwe of die analitiese kontrole oor die chemiese verwerking van grondstowwe of halfvervaardigde of voltooide produkte;

“bedryfsinrigting klas A,” ’n bedryfsinrigting waarin een of meer van die handelsartikels wat by Groep A van die omskrywing van “Chemikalieënywerheid” ingesluit is, berei en/of vervaardig en/of gebottel en/of toegedraai en/of verpak word;

“bedryfsinrigting klas B,” ’n bedryfsinrigting waarin een of meer van die handelsartikels wat by Groep B van die omskrywing van “Chemikalieënywerheid” ingesluit is, berei en/of vervaardig en/of gebottel en/of toegedraai en/of verpak word;

“bedryfsinrigting klas C,” ’n bedryfsinrigting waarin een of meer van die handelsartikels wat by Groep C van die omskrywing van “Chemikalieënywerheid” ingesluit is, berei en/of vervaardig en/of gebottel en/of toegedraai en/of verpak word: Met dien verstande dat in die geval van ’n bedryfsinrigting waarin handelsartikels vervaardig word wat by een of meer van bogenoemde klasse bedryfsinrigtings tuis behoort, dié bedryfsinrigting geag word in die klas te wees waarvoor gunstiger of die gunstigste loonskale voorgeskryf word;

“klerk” ’n werknemer wat skryf-, tik- en liasseerwerk verrig, ’n reken- of ponskaartmasjien bedien of ander soort klerklike werk verrig, en omvat dit ook ’n kassier of ’n telefonis maar nie ’n ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so ’n werknemer se werk;

“klerk, gekwalifiseer,” ’n klerk met minstens vyf jaar klerklike ondervinding in ’n nywerheid, bedryf of beroep;

“klerk, ongekwalifiseer,” ’n klerk met minder as vyf jaar klerklike ondervinding in ’n nywerheid, bedryf of beroep;

“klerk (deelyds)” ’n klerk wat deelyds klerklike werk verrig en wat minstens 60 persent van die loon betaal moet word wat voorgeskryf is vir ’n werknemer van dieselfde klas en met dieselfde ondervinding, met die nodige inagneming van die omskrywing van “ondervinding”, en wie se daaglikse werkure hoogstens vyf uur beloop;

“kleurpasser en/of verfmaker,” ’n werknemer wat daarvoor verantwoordelik is om verfmateriale volgens vasgestelde standaarde te meng, te maal en/of te tint, en wat besonderhede in verband daarmee aantekent, maar wat nie chemiese bewerkings uitvoer, formules van stowwe opstel of aanpas of die chemiese verwerking van die grondstof of halfvervaardigde of voltooide produkte analities beheer nie;

“kleurpasser en/of verfmaker, gekwalifiseer,” ’n kleurpasser en/of verfmaker met minstens twee jaar ondervinding in sodanige beroep;

“kleurpasser en/of verfmaker, ongekwalifiseer,” ’n kleurpasser en/of verfmaker met minder as twee jaar ondervinding in sodanige beroep;

“Raad” of “Nywerheidsraad” die Nywerheidsraad vir die Transvaalse Chemikalieënywerheid;

“versendingsklerk” ’n werknemer wat verantwoordelik is vir die ontvang van goedere uit ’n magazyn of pakhuis of van afdelings vir versending, en wat toesig mag hou oor die verpakking en/of bymeekaarmaak van sodanige goedere, die nagaan van pakette en die massameet, merk of adresseer daarvan en dit sluit ’n magazynman of pakhuisman in;

“versendingsklerk, gekwalifiseer,” ’n werknemer met minstens vyf jaar ondervinding as ’n versendingsklerk in ’n nywerheid, bedryf of beroep;

“versendingsklerk, ongekwalifiseer,” ’n werknemer met minder as vyf jaar ondervinding as versendingsklerk in ’n nywerheid, bedryf of beroep;

"driver of a motor vehicle" means an employee, other than a driver of a motorcycle, motor scooter, motor tricycle or motorised bicycle, who is engaged in driving a motor vehicle other than driving as provided for in the definition of "Grade I employee", and for the purposes of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"driver of motor cycle" means an employee who is engaged in driving a motor cycle, motor scooter, motor tricycle or a motorised bicycle;

"emergency work" means any work which owing to causes such as fire, storm, accident, epidemic act of violence, theft, or breakdown of machinery, must be done without delay;

"establishment" means any premises in which the Chemical Manufacturing Industry, as defined, is carried on;

"experience" means—

(a) in relation to a chemical technician, the total period or periods of employment which an employee has had in chemical work;

(b) in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee in any industry, trade or occupation;

(c) in relation to a Grade 1 employee, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a Grade I employee;

(d) in relation to a despatch clerk, the total period or periods of employment which an employee has had as a despatch clerk, irrespective of the industry, trade or occupation in which the experience was gained;

(e) in relation to a traveller, the total period or periods of employment which an employee has had as a traveller, irrespective of the industry, trade or occupation in which the experience was gained;

(f) in relation to a tester, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a tester;

(g) in relation to a colour matcher and/or paint maker, the total period or periods of employment which an employee has had in a Class B establishment as a colour matcher and/or paint maker;

"factory clerk" means an employee who under the supervision of a foreman or a qualified clerical employee or a storeman or a despatch clerk is engaged in any one or more of the following operations:

- (1) Checking records;
- (2) copying batch cards, job cards, production cards, or other factory documents by hand;
- (3) entering names or numbers on time or wage cards;
- (4) sorting in numerical or alphabetical order invoices, consignments or delivery notes, requisitions or wage cards, plus any other similar written documents for recording;
- (5) scheduling production figures;
- (6) stamping or writing tickets;
- (7) writing addresses and/or recording particulars of the contents or the distinctive numbers on cartons, containers or packages;
- (8) writing up stock cards;
- (9) writing out consignment or delivery notes or packing slips by hand;
- (10) notekeeping incidental to the above operations;

"factory clerk, qualified," means a factory clerk who has had not less than one year's experience;

"factory clerk, unqualified," means a factory clerk who has had less than one year's experience;

"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 is responsible for the efficient performance of their duties;

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

- (a) In Classes A and B establishments—
 - (1) attending automatic machines and packing products derived therefrom;
 - (2) checking products;
 - (3) counting goods into miscellaneous lots;
 - (4) cutting cardboard or other materials by semi-automatic or automatic guillotine;
 - (5) cutting stencils individually by hand or machine;
 - (6) heat or flame sealing of bags, bottles or containers;
 - (7) joining, measuring and cutting belting to prescribed measurements;
 - (8) measuring liquids or powders by volume or mass not to a set scale or measure;
 - (9) metal spinning of spray containers;
 - (10) mixing products to prescribed formulae;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n drywer van 'n motorfiets, 'n bromponie, 'n motordriewiel en 'n gemotofiseerde fiets, wat 'n motorvoertuig dryf uitgesonderd "dryf" soos bepaal in die omskrywing van "werknemer graad I", en by die toepassing van hierdie omskrywing sluit "n motorvoertuig dryf" in alle tydperke van dryf en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

"motorfietsdrywer" 'n werknemer wat 'n motorfiets, bromponie, motordriewiel of 'n gemotofiseerde fiets dryf;

"noodwerk" alle werk wat as gevolg van 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van masjinerie sonder versuim gedoen moet word;

"bedryfsinrigting" persele waarin die Chemikalieënywerheid, soos omskryf, uitgeoefen word;

"ondervinding"—

(a) met betrekking tot 'n chemitegnikus, die totale tydperk of tydperke wat 'n werknemer chemiese werk verrig het;

(b) met betrekking tot 'n klerk, die totale tydperk of tydperke wat 'n werknemer in 'n nywerheid, bedryf of beroep as klerk werksaam was;

(c) met betrekking tot 'n werknemer graad I, die totale tydperk of tydperke wat 'n werknemer in die Chemikalieënywerheid as 'n werknemer graad I werksaam was;

(d) met betrekking tot 'n versendingsklerk, die totale tydperk of tydperke wat 'n werknemer as versendingsklerk werksaam was, afgesien van die nywerheid, bedryf of beroep waarin die ondervinding opgedoen is;

(e) met betrekking tot 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as 'n reisiger werksaam was, afgesien van die nywerheid, bedryf of beroep waarin sodanige ondervinding opgedoen is;

(f) met betrekking tot 'n toetser, die totale tydperk of tydperke wat 'n werknemer in die Chemikalieënywerheid as 'n toetser werksaam was;

(g) met betrekking tot 'n kleurpasser of verfmaker, die totale tydperk of tydperke wat 'n werknemer in 'n bedryfsinrigting klas B as 'n kleurpasser en/of verfmaker werksaam was;

"fabrieksklerk" 'n werknemer wat onder die toesig van 'n voorman of 'n gekwalifiseerde klerk of 'n magasynman of 'n versendingsklerk een of meer van die volgende werksaamhede verrig:

- (1) Rekords nagaan;
- (2) lotkaarte, werkkaarte, produksiekaarte of ander fabriekstukke met die hand kopieër;
- (3) name of nommers op tyd- of loonkaarte inskryf;
- (4) fakture, vragbriewe of afleweringsbriewe, rekvisisies of loonkaarte, plus ander soortgelyke skriftelike stukke in numerieke of alfabetiese volgorde sorteer sodat dit aangeteken kan word;
- (5) 'n lys van produksiesyfers maak;
- (6) kaartjies stempel of uitskryf;
- (7) adresse uitskryf en/of besonderhede van die inhoud of die onderskeidingsnommers op kartonne, houers of pakkette aanteken;
- (8) voorraadkaarte invul;
- (9) vragbriewe of afleweringsbriewe of verpakkingstrookies met die hand uitskryf;
- (10) aantekeninge in verband met bostaande werksaamhede maak;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as een jaar ondervinding;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en verantwoordelik is vir die doeltreffende uitvoering van hul pligte;

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

- (a) In bedryfsinrigtings klasse A en B—
 - (1) outomatiese masjiene bedien en produkte wat daarvan afkomstig is, verpak;
 - (2) produkte nagaan;
 - (3) goedere in verskillende lotte aftel;
 - (4) karton of ander materiaal met 'n halfoutomatiese of outomatiese guillotine sny;
 - (5) sjablone afsonderlik met die hand of 'n masjien uitsny;
 - (6) sakke, bottels of houers met hitte of 'n vlam verseël;
 - (7) bandmateriaal volgens voorgeskrewe mate las, meet en sny;
 - (8) vloeiستowe of poeiers volgens volume of massa afmeet, maar nie volgens 'n gestelde skaal of maat nie;
 - (9) metaaltolling van spuitstofhouers;
 - (10) produkte volgens voorgeskrewe formules meng;

(11) operating pre-set lathes repetitively for turning spray container parts;

(12) operating a duplicating machine;

(13) operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment and includes the driving of an industrial tractor towing one or more trailers within an establishment;

(14) packing mixed articles into containers for despatch;

(15) pasting colour specimens to colour charts;

(16) preparing orders from delivery notes;

(17) selecting and pasting labels on containers;

(18) selecting or sorting stencils;

(19) soldering or welding;

(20) stitching boxes or cartons by machine;

(21) varnish cooking;

and includes incidental recording and notekeeping;

(b) in Class C establishments—

(1) assembling or inserting or attaching and/or trimming fancy dressings for boxes, bottles or containers and the preparation thereof;

(2) attending automatic machines and packing products derived therefrom;

(3) checking gauges or temperature charts and controlling pressure and/or vacuum;

(4) checking products;

(5) counting goods into miscellaneous lots;

(6) crimping or sealing caps or containers by semi-automatic or automatic machine;

(7) cutting cardboard or other materials by semi-automatic or automatic guillotine;

(8) cutting stencils individually by hand or machine;

(9) drawing vacuum from and sealing containers;

(10) feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain medicinal preparations for human or animal use, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants, flavourings or colour matter for foodstuffs, and essences (excluding domestic essences, domestic deodorants, domestic disinfectants, industrial deodorants and industrial disinfectants);

(11) feeding products into prepared moulds;

(12) filling containers by hand and/or labelling by hand;

(13) heat or flame sealing of bags, bottles or other containers;

(14) inspection of containers and/or contents for foreign matter;

(15) lipstick moulding, tube filling, flaming and shaping;

(16) measuring liquids or powders by volume or mass;

(17) mixing products to prescribed formulae;

(18) moulding materials or products in prepared moulds;

(19) operating a duplicating machine;

(20) operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment and includes the driving of an industrial tractor towing one or more trailers within an establishment;

(21) packing mixed articles into containers for despatch;

(22) preparing orders from delivery notes;

(23) printing labels or other printed matter;

(24) printing on labels, bottles or other containers by handprinting machine or by mechanically-operated machine;

(25) selecting or sorting stencils;

(26) setting perforating or coding machines;

(27) soldering or welding;

(28) sorting out bottles or glass tubes or rubber stoppers for the purpose of holding preparations intended for human or animal treatment or consumption;

(29) stapling wicks and inserting supporting wires into wicks;

(30) stitching boxes or cartons by machine;

(31) trimming viscose rings;

(32) type-setting of words or letters for rubber stamps, handprinting machines or power-driven printing machines;

and includes incidental recording and notekeeping;

(11) vooraf gestelde draaibanke by herhaling bedien om spuitstof-houeronderdele af te draai;

(12) 'n afrolmasjiene bedien;

(13) 'n mobiele kragvoertuig bedien wat gebruik word om goedere in 'n bedryfsinrigting te laai, af te laai, te verskuif of op te stapel, en omvat dit die drywer van 'n nywerheidstrekkers wat een of meer sleepwaens binne 'n bedryfsinrigting trek;

(14) verskillende artikels vir versending in houers pak;

(15) kleurmonsters op kleurkaarte plak;

(16) bestellings uit aflewingsbriewe opmaak;

(17) etikette uitsoek en op houers plak;

(18) sjablone uitsoek of sorteer;

(19) soldeer of sweis;

(20) dose of kartonne met 'n masjiene stik;

(21) vernis kook;

en omvat dit die hou van rekords en die maak van aantekeninge in verband met bostaande;

(b) In bedryfsinrigtings klas C—

(1) verfraaiings vir dose, bottels of houers bymekaarmaak of insit of washeg of regsny en dit voorberei;

(2) outomatiese masjiene bedien en produkte wat daarvan afkomstig is, verpak;

(3) meters of temperatuurkaarte nagaan en druk en/of vakuum kontroleer;

(4) produkte nagaan;

(5) goedere in verskillende lotte aftel;

(6) doppe of houers met 'n halfoutomatiese of outomatiese masjiene riffel of verseël;

(7) karton of ander materiale met 'n halfoutomatiese of outomatiese guillotine sny;

(8) sjablone afsonderlik met die hand of 'n masjiene sny;

(9) houers lugleeg maak en verseël;

(10) houers in vul- of etiketteermasjiene voer, of houers vul of etiketter waar sodanige houers met medisinale preparate vir menslike of dierlike gebruik, toiletpreparate, skoonheidsmiddels, parfuum, reukwater, antiseptiese middels, reukweermiddels, geursels of kleurstowwe vir voedsel, en ekstrakte (uitgesonderd huishoudelike ekstrakte, huishoudelike reukweermiddels, huishoudelike ontsmettingsmiddels, nywerheidsreukweermiddels, en nywerheidsontsmettingsmiddels), gevul word of dit bevat;

(11) produkte in voorbereide vorms voer;

(12) houers met die hand vul en/of met die hand etiketter;

(13) sakke, bottels of ander houers deur middel van hitte of 'n vlam verseël;

(14) houers en/of die inhoud daarvan nagaan om vas te stel of daar vreemde stowwe in is;

(15) lipstiffies vorm, buisies vul en die vlam- en fatsoeneerwerk daaraan doen;

(16) vloeistowwe of poeiers volgens volume of massa afmeet;

(17) produkte volgens voorgeskrewe formules meng;

(18) materiaal of produkte vorm in voorbereide vorms;

(19) 'n afrolmasjiene bedien;

(20) 'n mobiele kragvoertuig bedien wat gebruik word om goedere in 'n bedryfsinrigting te laai, af te laai, te verskuif of op te stapel en omvat dit die dryf van 'n nywerheidstrekkers wat een of meer sleepwaens binne 'n bedryfsinrigting trek;

(21) 'n verskeidenheid artikels vir versending in houers pak;

(22) bestellings volgens aflewingsbriewe opmaak;

(23) etikette of ander drukwerk druk;

(24) deur middel van 'n handdrukmasjiene of 'n meganiese aangedrewe masjiene op etikette, bottels of ander houers druk;

(25) sjablone uitsoek of sorteer;

(26) perforer- of kodeermasjiene stel;

(27) soldeer of sweis;

(28) bottels of glasbuis wat bedoel is om preparate te bevat wat vir die behandeling of gebruik van mense of diere bedoel is en rubberproppe daarvoor sorteer;

(29) pitte vaskram en steundrade in pitte steek;

(30) dose of kartonne met 'n masjiene vasstik;

(31) viskoserings regsny;

(32) woorde of letters vir rubberstempels, handdrukmasjiene of aangedrewe drukmasjiene set;

en omvat dit die hou van rekords en aantekeninge in verband met bostaande;

(c) in Classes B and C establishments, the operations listed under Grade I employee in the definition of "aerosol loading and/or packing operations";

"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;

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

- (a) In classes A and B establishments—
 - (1) attending semi-automatic machines;
 - (2) counting goods into uniform lots according to list specifying the number in each lot;
 - (3) delivering goods or parcels on foot, by bicycle or tricycle or other hand or foot-propelled vehicle;
 - (4) feeding containers into filling or labelling machines;
 - (5) filling or labelling containers by hand or machine;
 - (6) heat sealing of wrappings;
 - (7) messenger;
 - (8) opening or closing filter presses or removing or replacing filter cloths;
 - (9) operating a power-driven but pedestrian-controlled vehicle used for lifting or moving goods and/or power-driven lifts where starting or stopping is not controlled automatically;
 - (10) packing articles of uniform size and number, singly or collectively, into containers specially designed to contain such articles;
 - (11) painting containers;
 - (12) painting machinery;
 - (13) pressing out blocks of material or products by hand press;
 - (14) recording and incidental notekeeping;
 - (15) spinning paints on to containers;
 - (16) stitching boxes or cartons by hand;
- (b) in Class C establishments—
 - (1) assembling caps, corks or stoppers for bottles or other containers;
 - (2) crimping or sealing caps or containers by hand;
 - (3) cutting adhesive plaster by machine;
 - (4) cutting animal fats or flesh or herbs for packing;
 - (5) cutting blocks or cubes of products to size;
 - (6) cutting cardboard or other materials by hand;
 - (7) delivering goods or parcels on foot, by bicycle or tricycle or other hand or foot-propelled vehicle;
 - (8) detaching caps or containers from moulds;
 - (9) dipping moulds into heated material for forming containers or caps;
 - (10) feeding bottles or containers on to conveyor belts;
 - (11) feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain materials or products other than medicinal preparations for human or animal use, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants, or essences;
 - (12) feeding labels into gumming machines or applying gum to labels by hand;
 - (13) heat sealing of wrappings;
 - (14) inserting metal spools into pre-cut plaster rolls;
 - (15) inserting tissue paper or cotton wool into bottles or containers;
 - (16) messenger;
 - (17) mixing chemical materials by power-driven machines;
 - (18) opening or closing filter presses or removing or replacing filter cloths;
 - (19) operating perforating or coding machines;
 - (20) operating a power-driven but pedestrian-controlled vehicle used for lifting or moving goods and/or power-driven lifts where starting or stopping is not controlled automatically;
 - (21) painting containers;
 - (22) placing disc on top of creams or other finished products;
 - (23) recording and incidental notekeeping;
 - (24) sorting out bottles or glass tubes or rubber stoppers for the purpose of holding preparations not intended for human or animal treatment or consumption;
 - (25) stapling samples to advertising matter;
 - (26) stitching boxes or cartons by hand;

(c) in bedryfsinrigtings klasse B en C, die werksaamhede opgenoem onder werknemer graad I in die omskrywing van "aerosol-laai- en/of-verpakkingswerk";

"werknemer graad I gekwalifiseer," 'n werknemer graad I met minstens twee jaar ondervinding;

"werknemer graad I ongekwalifiseer," 'n werknemer graad I met minder as twee jaar ondervinding;

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

- (a) In bedryfsinrigtings klasse A en B—
 - (1) halfoutomatiese masjiene bedien;
 - (2) goedere in eenvormige lotte aftel ooreenkomstig 'n lys wat die getal in elke lot spesifiseer;
 - (3) goedere of pakkette te voet, per fiets of driewiel of ander hand- of voervoertuig aflewer;
 - (4) houers op vul- of etiketteermasjiene voer;
 - (5) houers met die hand of 'n masjiën vul of etiketteer;
 - (6) omhulsels met hitte verseël;
 - (7) bodewerksaamhede verrig;
 - (8) filterperse oop- of toemaak of filtreerdoeke verwyder of vervang;
 - (9) 'n kragaangedrewe maar voetgangerbeheerde voertuig bedien wat gebruik word om goedere op te lig of te verskuif en/of kragaangedrewe hystoestelle waar die aanskakel of afskakel nie outomaties beheer word nie;
 - (10) artikels van dieselfde grootte en getal afsonderlik of gesamentlik verpak in houers wat spesiaal ontwerp is om sodanige artikels te bevat;
 - (11) houers verf;
 - (12) masjinerie verf;
 - (13) blokke materiaal of produkte met 'n handpers uitpers;
 - (14) optekenwerk, en aantekeninge in verband daarmee hou;
 - (15) verf deur middel van tolling op houers aanbring;
 - (16) dose of kartonne met die hand vasstik;
- (b) in bedryfsinrigtings klas C—
 - (1) doppe, kurkproppe of proppe vir bottels of ander houers bymekaarmaak;
 - (2) doppe of houers met die hand riffel of verseël;
 - (3) kleefpleister met 'n masjiën sny;
 - (4) dierlike vette of vleis of kruid vir verpakking sny;
 - (5) blokke of blokkies produkte na grootte sny;
 - (6) karton of ander materiale met die hand sny;
 - (7) goedere of pakkette te voet, per fiets of driewiel of ander hand- of voervoertuig aflewer;
 - (8) doppe of houers van vorms afhaal;
 - (9) vorms in verhitte materiaal doop om houers of doppe te vorm;
 - (10) bottels of houers op vervoerbande voer;
 - (11) houers in vul- of etiketteermasjiene voer of houers vul of etiketteer, waar sodanige houers met ander materiale of produkte as medisinale preparate vir gebruik deur mense of diere, toiletpreparate, skoonheidsmiddels, parfuum, reukwater, ontsmettingsmiddels, reukweermiddels of ekstrakte gevul word of dit bevat;
 - (12) etikette aan vasgommasjiene voer of gom met die hand aan etikette smeer;
 - (13) omhulsels deur middel van hitte verseël;
 - (14) metaaltolle in vooraf gesnyde pleisterrolle sit;
 - (15) sneespapier of watte in bottels of houers sit;
 - (16) bodewerksaamhede verrig;
 - (17) chemiese stowwe met kragmasjiene meng;
 - (18) filterperse oop- of toemaak of filtreerdoeke verwyder of vervang;
 - (19) perforeer- of kodeermasjiene bedien;
 - (20) 'n kragaangedrewe maar voetgangerbeheerde voertuig bedien wat gebruik word om goedere op te lig of te verskuif en/of kragaangedrewe hystoestelle waar die aanskakel of afskakel nie outomaties beheer word nie;
 - (21) houers verf;
 - (22) skyfies bo-op roomsoorte of ander voltooide produkte plaas;
 - (23) optekenwerk, en aantekeninge in verband daarmee hou;
 - (24) bottels of glasbuise wat bedoel is om preparate te bevat wat nie vir die behandeling of verbruik van mense of diere bedoel is nie en rubberproppe daarvoor sorteer;
 - (25) monsters aan advertensiemateriaal vaskram;
 - (26) dose of kartonne met die hand vasstik;
 - (27) kaarte inryg om goedere vir vertoon en/of verkoop te bevat;

(27) stringing cards for holding goods for display and/or sale;

(c) in Classes B and C establishments, the operations listed under Grade II employee in the definition of "aerosol loading and/or packing operations";

or an employee not elsewhere specified in this Agreement;

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

In Classes A, B and C establishments—

(1) assembling wooden boxes and corrugated or fibre board of similar containers by hand;

(2) assisting on delivery vans;

(3) branding, stamping or stencilling or affixing labels to bales, boxes, drums or other packages or containers for transport or delivery, where no discretion is involved;

(4) carrying, moving or stacking goods or other movable property of any description;

(5) cleaning or washing animals, containers, filter presses, furniture, machinery, plant, premises, tools, utensils or other articles;

(6) charging bulk materials into filling machines;

(7) cutting cardboard or other materials by hand;

(8) cutting stencils repetitively by hand or machine;

(9) dismantling containers for re-use;

(10) distributing advertising matter by hand;

(11) feeding or sieving by hand into elevators or hoppers or into tanks, vats, coating pans or other vessels or into grinding, mixing, filling, refining or tablet machines;

(12) filling containers used for bulk quantities and/or mass-measuring on set scales in bulk. (Note.—"Bulk" means any quantity exceeding 10 kg in mass in the case of solids or 20 litres in volume in the case of liquids.);

(13) folding printed matter by hand or machine, or enveloping mail;

(14) gardening;

(15) greasing or oiling machinery and/or motor vehicles;

(16) loading or unloading;

(17) making or maintaining fires, removing refuse or ashes;

(18) making tea or other similar beverages and/or serving tea and/or other beverages;

(19) mixing chemical materials by hand;

(20) opening or closing bales, bottles, boxes, drums or tins by hand (other than by soldering);

(21) opening or closing cocks and/or valves and/or sterilisers under the supervision of a foreman, assistant foreman, mechanic or maintenance man;

(22) operating a hand-pump;

(23) operating power-driven lifts where starting or stopping is controlled automatically;

(24) packing articles singly or collectively into containers which are part of the set-up of the article or articles;

(25) stirring ingredients in vats or pans and/or turning over grain or other raw or semi-manufactured materials by hand;

(26) tending and/or feeding animals or birds, minding vehicles, harnessing animals;

(27) mass-measuring to a set scale materials or products, other than medical preparations for human or animal use, toilet preparations, cosmetics, scents, deodorants or essences, flavouring or colouring matter for foodstuffs;

(28) the operations listed under Grade III employee in the definition of "aerosol loading and/or packing operations";

"hourly wage" means—

(a) in respect of a casual employee, the daily wage divided by eight;

(b) in respect of an employee other than a casual employee, the weekly wage payable to him in pursuance of his contract of employment divided by the number of working hours for the week agreed upon in the said contract;

(c) in respect of a monthly-paid employee, the monthly wage payable to him in pursuance of his contract of employment divided by the number of working hours for the month agreed upon in the said contract;

"maintenance man or handyman" means an employee, other than an artisan, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of products of an establishment and/or minor repairs to buildings;

(c) in bedryfsinrigtings klasse B en C, die werksaamhede opgenoem onder werknemer graad II in die omskrywing van "aërosol-laai- en/of-verpakkingswerk";

of 'n werknemer wat nie elders in hierdie Ooreenkoms vermeld word nie;

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

In bedryfsinrigtings klasse A, B en C—

(1) houtkissies en riffel- of veselbord- of soortgelyke houers met die hand inmeakaarsit;

(2) op bestelwaens behulpsaam wees;

(3) bale, dose, dromme of ander pakkette of houers brandmerk, stempel of sjabloner of etikette daaraan vasmaak vir vervoer of aflewering, waar geen diskresie nodig is nie;

(4) goedere of ander roerende goed van watter aard ook al dra, verskuif of opstapel;

(5) diere, houers, filterperse, meubels, masjinerie, installasies, persele, gereedskap, gerei of ander artikels skoonmaak of was;

(6) vulmasjiene met stortmateriale laai;

(7) karton of ander materiale met die hand sny;

(8) sjablonne by herhaling met die hand of 'n masjiën sny;

(9) houers vir hergebruik uitmekaarhaal;

(10) advertensiemateriaal met die hand versprei;

(11) met die hand in hystoestelle of geutbakke of in tenks, vate, laagpanne of ander houers of in maal-, meng-, vul-, raffineer- of tablet-masjiene voer of sif;

(12) houers wat vir grootmaathoeveelhede gebruik word vul, en/of by die grootmaat op gestelde skale massameet. (Opmerking.—"Grootmaat" beteken 'n hoeveelheid van meer as 10 kg in die geval van vaste stowwe of met 'n volume van meer as 20 liter in die geval van vloeistowwe.);

(13) gedrukte materiaal met die hand of 'n masjiën vou, of posstukke in koevert plaas;

(14) tuinmaak;

(15) masjinerie en/of motorvoertuie smeer of olie;

(16) op- of aflaa;

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

(18) tee of ander dergelyke verversingsdranke maak, en/of tee en/of ander verversingsdranke bedien;

(19) chemiese stowwe met die hand meng;

(20) bale, bottels, dose, dromme of blikke met die hand oop- of toemaak (uitgesonderd deur dit te soldeer);

(21) krane en/of kleppe en/of steriliseerders onder die toesig van 'n voorman, assistent-voorman, werktuigkundige of onderhoudsman oop- of toemaak;

(22) 'n handpomp bedien;

(23) kragaangedrewe hystoestelle bedien waar die aanskakeling of afskakeling outomaties beheer word;

(24) artikels afsonderlik of saam verpak in houers wat deel van die samestelling van die artikel of artikels uitmaak;

(25) bestanddele in vate of panne roer en/of graan of ander grondstowwe of halfvervaardigde stowwe met die hand omdraai;

(26) diere of voëls versorg en/of voer; voertuie oppas en diere inspan;

(27) stowwe of produkte, uitgesonderd medisinale preparate vir menslike of dierlike gebruik, toiletpreparate, skoonheidsmiddels, reukwater, ontsmettingsmiddels, reukweermiddels of ekstrakte, geurmiddels of kleurstowwe vir voedselware volgens 'n gestelde skaal massameet;

(28) die werksaamhede opgenoem onder werknemer graad III in die omskrywing van "aërosol-laai- en/of-verpakkingswerk";

"uurloon"—

(a) ten opsigte van 'n los werknemer, die dagloon gedeel deur agt;

(b) ten opsigte van 'n ander werknemer as 'n los werknemer, die weekloon wat ooreenkomstig sy dienskontrak aan hom betaalbaar is, gedeel deur die getal werkure vir die week waarvoor daar in genoemde kontrak ooreengekom is;

(c) ten opsigte van 'n werknemer wat maandeliks besoldig word, die maandloon wat aan hom ooreenkomstig sy dienskontrak betaalbaar is, gedeel deur die getal werkure vir die maand waarvoor daar in genoemde kontrak ooreengekom is;

"onderhoudsman of faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat klein herstelwerk verrig of verstellings aanbring aan masjinerie of uitrusting wat regstreeks by die vervaardiging van produkte van 'n bedryfsinrigting gebruik word, en/of klein herstelwerk aan geboue verrig;

"overtime" means that portion of any period which an employee works for his employer during any week or on any day or on any shift, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in terms of clause 7 (1) or the ordinary daily or weekly hours of work of the establishment, whichever is the lesser, but does not include any period during which an employee—

(a) works for his employer on a Sunday or on any public holiday referred to in clause 8 (5);

(b) who is employed on a three-shift system, works for his employer during his free period as prescribed in clause 7 (14);

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

"pill or tablet maker" means an employee who is responsible for the entire process of production, other than the prescription of the chemical formulae, of pills or tablets in an establishment;

"pill or tablet maker, qualified," means a pill or tablet maker who has had not less than six years' experience;

"pill or tablet maker, unqualified," means a pill or tablet maker who has had less than six years' experience;

"shift-worker" means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day are worked;

"short-time" means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have, in pursuance of clause 7 (9), been temporarily reduced to less than such usual number;

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

"storeman or warehouseman, qualified," means a storeman or warehouseman who has had not less than five years' experience;

"storeman or warehouseman, unqualified," means a storeman or warehouseman who has had less than five years' experience;

"supervisor" means an employee responsible for the supervision of the work of chargehands and employees working under their direction: Provided that he shall not be required to supervise more than 40 employees collectively;

"temporary employee" means an employee as referred to in clause 9 (2);

"tester" means an employee who, under the supervision of a chemist or a chemical technician, or a chemist and druggist, is engaged in routine control methods for checking raw materials, packaging, preparations in process and finished products;

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

"tester, unqualified," means a tester who has had less than two years' experience;

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

"traveller, qualified," means a traveller who has had more than four years' experience;

"traveller, unqualified," means a traveller who has had less than four years' experience;

"traveller's assistant" means an employee who accompanies a traveller on his rounds and/or assists him with the packing, unpacking and/or display of samples, and who may in addition drive a motor vehicle;

"two-shift and/or three-shift system" means the methods of operation in establishments or in sections of establishments working two or three shifts in any period of 24 hours;

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

"unladen mass" means the mass of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"varnish cooker" means an employee who, under the supervision of a varnish maker, is engaged in attending to the mass-measuring of materials and controlling temperatures;

"varnish maker" means an employee who is in charge of a varnish plant and who is responsible for all processes carried on therein, other than performance of chemical manipulations, the devising and adjustment of formulae or the analysis of raw or semi-manufactured or finished products;

"oortyd" daardie gedeelte van 'n periode wat 'n werknemer gedurende 'n week of op 'n dag of gedurende 'n skof, na gelang van die geval, vir sy werkgever werk wat langer is as onderskeidelik die gewone werkure wat ingevolge klousule 7 (1) vir so 'n werknemer voorgeskryf word of die gewone daaglikse of weeklikse werkure van die bedryfsinrigting, naamlik die kortste van die twee, maar nie 'n periode waartydens 'n werknemer—

(a) op 'n Sondag of 'n openbare vakansiedag in klousule 8 (5) bedoel, vir sy werkgever werk nie;

(b) wat volgens 'n drieskofstelsel werk, gedurende sy vry periode soos in klousule 7 (14) voorgeskryf vir sy werkgever werk nie;

"stukwerk" 'n stelsel waarvolgens die werknemer se besoldiging gegronde word op die hoeveelheid of opbrengs van die werk wat hy verrig;

"pil- of tabletmaker" 'n werknemer wat vir die hele produksieproses van pille of tablette in 'n bedryfsinrigting verantwoordelik is, uitgesonderd die voorskryf van die chemiese formules daarvoor;

"pil- of tabletmaker, gekwalifiseer," 'n pil- of tabletmaker met minstens ses jaar ondervinding;

"pil- of tabletmaker, ongekwalifiseer," 'n pil- of tabletmaker met minder as ses jaar ondervinding;

"skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin daar twee of drie agtereenvolgende skofte per dag gewerk word;

"korttyd" die gewone werkure wat 'n werknemer in 'n bedryfsinrigting werk wanneer sy gebruikelike getal gewone werkure in daardie bedryfsinrigting ingevolge klousule 7 (9) tydelik tot minder as sodanige gebruikelike getal verminder is;

"magasynman of pakhuisman" 'n werknemer wat beheer het oor voorrade of afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, bymekaar te maak, te verpak of uit te pak en om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings of vir versending te lewer;

"magasynman of pakhuisman, gekwalifiseer," 'n magasynman of pakhuisman met minstens vyf jaar ondervinding;

"magasynman of pakhuisman, ongekwalifiseer," 'n magasynman of pakhuisman met minder as vyf jaar ondervinding;

"toesighouer" 'n werknemer wat verantwoordelik is vir die toesig-houding oor die werk van onderbase en werknemers wat onder die leiding van onderbase werk: Met dien verstande dat daar nie van hom vereis mag word om oor meer as 40 werknemers gesamentlik toesig te hou nie;

"tydelike werknemer" 'n werknemer soos in klousule 9 (2) bedoel;

"toetsers" 'n werknemer wat onder die toesig van 'n chemikus of 'n chemietegnikus of 'n apteker en drogis werksaam is in verband met die toepassing van roetinebeheermaatreëls vir die kontrole van grondstowwe, verpakking, preparate in die proses van vervaardiging en die eindprodukte;

"toetsers, gekwalifiseer," 'n toetsers met minstens twee jaar ondervinding;

"toetsers, ongekwalifiseer," 'n toetsers met minder as twee jaar ondervinding;

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

"handelsreisiger, gekwalifiseer," 'n handelsreisiger met meer as vier jaar ondervinding;

"handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;

"handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger op sy rondes vergesel en/of hom help met die inpak, uitpak en/of uitstalling van monsters en wat daarbenewens 'n motorvoertuig mag dryf;

"twee- en/of drieskofstelsel" die werkmethode in bedryfsinrigtings of in seksies van bedryfsinrigtings wat twee of drie skofte in 'n tydperk van 24 uur werk;

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos gemeld in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

"verniskoker" 'n werknemer wat onder die toesig van 'n vernismaker aandaag moet gee aan die massameet van stowwe en die beheer van temperatuur;

"vernismaker" 'n werknemer wat aan die hoof staan van 'n vernisinstallasie en wat verantwoordelik is vir alle prosesse wat daarin uitgevoer word, uitgesonderd die uitvoer van chemiese bewerkings, die opstel en wysiging van formules of die ontleding van onbewerkte stowwe of halfvervaardigde of klaarvervaardigde produkte;

"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 7: Provided that—

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

(ii) it shall not include shift or other allowances or bonuses or overtime;

"watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles or other property.

(B) In classifying an employee, he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION

(1) Subject to the provisions of subclauses (3) and (4) of this clause and clause 5 (7), the following minimum wages or salaries shall be paid to the undermentioned classes of employees:

"loon" die bedrag geld wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 7 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as wat in klousule 4 (1) voorgeskryf word, dit dié hoër bedrag beteken;

(ii) dit nie skof- of ander toelaes of bonusse of besoldigings vir oortydwerk insluit nie;

"wag" 'n werknemer wat persele, geboue, hekke, voertuie of ander eiendom bewaak.

(B) Wanneer 'n werknemer geklassifiseer word, moet hy geag word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING

(1) Behoudens subklousules (3) en (4) van hierdie klousule en klousule 5 (7), moet die volgende minimum loon/salarisse aan ondergenoemde klasse werknemers betaal word:

Class of employee	Monthly rate (salary)	Weekly rate (wage)
	R	R
Artisan.....	692,80	160,00
Assistant foreman.....	584,10	134,90
Boiler attendant.....	371,80	85,87
Canteen supervisor.....	480,00	110,85
Canteen cook.....	400,10	92,40
Chargehand.....	463,40	107,02
Chemical technician, qualified.....	791,80	182,87
Chemical technician, unqualified—		
during first year of experience.....	552,80	127,67
during second year of experience.....	579,30	133,79
during third year of experience.....	606,30	140,02
during fourth year of experience.....	635,10	146,67
during fifth year of experience.....	659,40	152,29
during sixth year of experience.....	691,80	159,77
Clerical employee, qualified, despatch clerk, qualified, or storeman or warehouseman, qualified.....	610,70	141,04
Clerical employee, unqualified, despatch clerk, unqualified or storeman or warehouseman, unqualified—		
during first year of experience.....	452,20	104,43
during second year of experience.....	483,40	111,64
during third year of experience.....	516,20	119,21
during fourth year of experience.....	557,40	128,73
during fifth year of experience.....	585,60	135,24
Colour matcher and/or paint maker, qualified.....	610,70	141,04
Colour matcher and/or paint maker, unqualified—		
during first year of experience.....	483,20	111,59
during second year of experience.....	516,20	119,21
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1 358 kg.....	445,00	102,77
(ii) exceeds 1 358 kg but does not exceed 2 715 kg.....	456,70	105,47
(iii) exceeds 2 715 kg but does not exceed 4 525 kg.....	503,80	116,35
(iv) exceeds 4 525 kg.....	553,40	127,81
Driver of a motor cycle, motor scooter, motor tricycle, motorised bicycle.....	387,80	89,56
Factory clerk, qualified.....	463,40	107,02
Factory clerk, unqualified—		
during first six months of experience.....	431,90	99,75
during second six months of experience.....	449,00	103,70
Foreman.....	672,60	155,33
Grade I employee, qualified.....	416,90	96,28
Grade I employee, unqualified—		
during first six months of experience.....	363,60	83,97
during second six months of experience.....	371,80	85,87
during third six months of experience.....	387,80	89,56
during fourth six months of experience.....	400,10	92,40
Grade II employee.....	363,60	83,97
Grade III employee.....	355,10	82,00
Maintenance man or handyman.....	503,80	116,35
Pill or tablet maker, qualified.....	791,80	182,87
Pill or tablet maker, unqualified—		
during first year of experience.....	471,90	108,98
during second year of experience.....	516,20	119,21
during third year of experience.....	579,30	133,79
during fourth year of experience.....	606,30	140,02
during fifth year of experience.....	668,80	154,46
during sixth year of experience.....	719,00	166,05
Supervisor.....	516,20	119,21
Traveller, qualified (including subsistence allowance for periods not extending overnight).....	840,00	193,99
Traveller, unqualified (including subsistence allowance for periods not extending overnight)—		
during first six months of experience.....	557,40	128,73
during second six months of experience.....	596,30	137,71
during third six months of experience.....	613,20	141,62
during fourth six months of experience.....	651,90	150,55

Class of employee	Monthly rate (salary)	Weekly rate (wage)
	R	R
during fifth six months of experience	680,00	157,04
during sixth six months of experience	716,00	165,36
during seventh six months of experience	745,70	172,22
during eighth six months of experience	788,10	182,01
Traveller's assistant, who drives a motor vehicle (inclusive of subsistence allowance for periods not extending overnight)	445,00	102,77
Traveller's assistant, who does not drive a motor vehicle (inclusive of subsistence allowance for periods not extending overnight)	355,10	82,00
Tester, qualified	463,40	107,02
Tester, unqualified—		
during first year of experience	416,90	96,28
during second year of experience	434,60	100,37
Varnish maker	584,40	134,97
Watchman	363,60	83,97

Klasse werknemers	Maandelikse besoldiging (salaris)	Weeklikse besoldiging (loon)
	R	R
Ambagsman	692,80	160,00
Assistent-voorman	584,10	134,90
Chemitegnikus, gekwalifiseer	791,80	182,87
Chemitegnikus, ongekwalifiseer—		
gedurende eerste jaar ondervinding	552,80	127,67
gedurende tweede jaar ondervinding	579,30	133,79
gedurende derde jaar ondervinding	606,30	140,02
gedurende vierde jaar ondervinding	635,10	146,67
gedurende vyfde jaar ondervinding	659,40	152,29
gedurende sesde jaar ondervinding	691,80	159,77
Drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 1 358 kg is	445,00	102,77
(ii) meer as 1 358 kg maar hoogstens 2 715 kg is	456,70	105,47
(iii) meer as 2 715 kg maar hoogstens 4 525 kg is	503,80	116,35
(iv) meer as 4 525 kg is	553,40	127,81
Drywer van 'n motorfiets, bromponie, motordriewiel, gemotoriseerde fiets	387,80	89,56
Eethuistoehouder	480,00	110,85
Eethuiskok	400,10	92,40
Fabrieksklerk, gekwalifiseer	463,40	107,02
Fabrieksklerk, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	431,90	99,75
gedurende tweede ses maande ondervinding	449,00	103,70
Handelsreisiger, gekwalifiseer (met inbegrip van verblyfstoelae vir tydperke wat nie oornag strek nie)	840,00	193,99
Handelsreisiger, ongekwalifiseer (met inbegrip van verblyfstoelae vir tydperke wat nie oornag strek nie)—		
gedurende eerste ses maande ondervinding	557,40	128,73
gedurende tweede ses maande ondervinding	596,30	137,71
gedurende derde ses maande ondervinding	613,20	141,62
gedurende vierde ses maande ondervinding	651,90	150,55
gedurende vyfde ses maande ondervinding	680,00	157,04
gedurende sesde ses maande ondervinding	716,00	165,36
gedurende sewende ses maande ondervinding	745,70	172,22
gedurende agtste ses maande ondervinding	788,10	182,01
Handelsreisiger se assistent, wat 'n motorvoertuig dryf (met inbegrip van verblyfstoelae vir tydperke wat nie oornag strek nie)	445,00	102,77
Handelsreisiger se assistent, wat nie 'n motorvoertuig dryf nie (met inbegrip van verblyfstoelae vir tydperke wat nie oornag strek nie)	355,10	82,00
Ketelbediener	371,80	85,87
Klerk, gekwalifiseer, versendingsklerk, gekwalifiseer, of magasynman of pakhuisman, gekwalifiseer	610,70	141,04
Klerk, ongekwalifiseer, versendingsklerk, ongekwalifiseer, of magasynman of pakhuisman ongekwalifiseer—		
gedurende eerste jaar ondervinding	452,20	104,43
gedurende tweede jaar ondervinding	483,40	111,64
gedurende derde jaar ondervinding	516,20	119,21
gedurende vierde jaar ondervinding	557,40	128,73
gedurende vyfde jaar ondervinding	585,60	135,24
Kleurpasser en/of verfmaker, gekwalifiseer	610,70	141,04
Kleurpasser en/of verfmaker, ongekwalifiseer—		
gedurende eerste jaar ondervinding	483,20	111,59
gedurende tweede jaar ondervinding	516,20	119,21
Onderbaas	463,40	107,02
Onderhoudsman of faktotum	503,80	116,35
Pil- of tabletmaker, gekwalifiseer	791,80	182,87
Pil- of tabletmaker, ongekwalifiseer—		
gedurende eerste jaar ondervinding	471,90	108,98
gedurende tweede jaar ondervinding	516,20	119,21
gedurende derde jaar ondervinding	579,30	133,79
gedurende vierde jaar ondervinding	606,30	140,02
gedurende vyfde jaar ondervinding	668,80	154,46
gedurende sesde jaar ondervinding	719,00	166,05
Toetsighouer	516,20	119,21
Toetser, gekwalifiseer	463,40	107,02
Toetser, ongekwalifiseer—		

Klasse werknemers	Maandelikse besoldiging (salaris)	Weeklikse besoldiging (loon)
	R	R
gedurende eerste jaar ondervinding	416,90	96,28
gedurende tweede jaar ondervinding	434,60	100,37
Vernismaker	584,40	134,97
Voorman	672,60	155,33
Wag	363,60	83,97
Werknemer graad I, gekwalifiseer	416,90	96,28
Werknemer graad I, ongekwalifiseer—		
gedurende eerste ses maande ondervinding	363,60	83,97
gedurende tweede ses maande ondervinding	371,80	85,87
gedurende derde ses maande ondervinding	387,80	89,56
gedurende vierde ses maande ondervinding	400,10	92,40
Werknemer graad II	363,60	83,97
Werknemer graad III	355,10	82,00

(2) Casual employees shall be paid not less than—

(a) in the case of those employees for whom a rising scale of remuneration is prescribed in subclause (1), one fifth of the highest weekly remuneration 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 employment;

(b) in the case of all other employees, one fifth of the weekly remuneration prescribed in subclause (1), 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.

(3) Nothing in this Agreement shall operate to reduce the wages being paid to an employee on the date on which this Agreement comes into operation.

(4) *Differential rates of remuneration.*—An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a higher wage than that of his own class; or

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

is prescribed in subclause (1), shall pay such employee—

(i) if the employee is required to perform work for which a higher rate is prescribed for a period of up to one hour in any one day, not less than the hourly remuneration prescribed for such higher operation; or

(ii) if the employee is required to perform work for which a higher rate is prescribed for a period in excess of one hour in any one day, not less than the daily remuneration prescribed for such higher operation.

The employer shall provide every employee to whom this subclause applies with a differential wages book in a form shown in Annexure D to this Agreement, in which the employer shall enter the operation performed and the times of beginning and finishing each operation.

(5) *Basis of contract.*—An employee, other than a casual employee, shall be deemed to be either—

(a) a weekly-paid employee, and, subject to the provisions of clause 5 (7), shall be paid not less than the full weekly remuneration prescribed in subclause (1) of this clause for an employee of his class; or

(b) a monthly-paid employee, and, subject to the provisions of clause 5 (7), be paid not less than the full monthly remuneration prescribed in subclause (1), read with subclause (7) of this clause for an employee of his class.

(6) *Calculation of daily wage.*—The daily wage of an employee, other than a casual employee, shall be determined by dividing the weekly wage by five. The weekly wage in respect of a monthly-paid employee shall be calculated by dividing the monthly wage by four and one third.

(7) *Calculation of monthly wage.*—Whenever the wage due to an employee is, in terms of the proviso to clause 5 (1), paid monthly, the amount of the minimum monthly wage shall be calculated at the rate of four and one third times the minimum weekly wage prescribed in subclause (1) for an employee of his class: Provided that if an employer regularly pays an employee an amount higher than so prescribed the basis of calculation shall be made on such higher amount.

(8) *Subsistence allowance.*—In addition to the wage prescribed in subclause (1)—

(a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment overnight, shall be paid a subsistence allowance of not less than R8 for each night where such absence extends over one or more nights;

(2) Los werknemers moet minstens die volgende besoldiging ontvang:

(a) In die geval van dié werknemer vir wie 'n stygende loonskaal by subklousule (1) voorgeskryf word, een vyfde van die hoogste weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat 'n los werknemer moet doen, vir elke dag of deel van 'n dag diens;

(b) in die geval van alle ander werknemers, een vyfde van die weeklikse besoldiging by subklousule (1) voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat 'n los werknemer moet doen, vir elke dag of deel van 'n dag diens.

(3) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die lone wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie.

(4) *Differensiële besoldigingskale.*—'n Werkgewer wat van 'n lid van 'n bepaalde klas van sy werknemer vereis of hom toelaat om of benewens sy eie werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

by subklousule (1) voorgeskryf word, moet sodanige werknemer soos volg betaal:

(i) Indien daar van die werknemer vereis word om vir 'n tydperk van tot een uur op 'n bepaalde dag werk te verrig waarvoor 'n hoër loonskaal voorgeskryf word, minstens die uurloon wat vir sodanige hoër besoldigde werksaamheid voorgeskryf word; of

(ii) indien daar van die werknemer vereis word om vir 'n tydperk van langer as 'n uur op 'n bepaalde dag werk te verrig waarvoor 'n hoër loonskaal voorgeskryf word, minstens die dagloon wat vir sodanige hoër besoldiging werksaamheid voorgeskryf word.

Die werkgewer moet elke werknemer op wie hierdie subklousule van toepassing is, voorsien van 'n boek vir differensiële lone in die vorm aangetoon in Aanhangsel D van hierdie Ooreenkoms, waarin die werkgewer die werksaamheid wat verrig is en die tye waarop elke werksaamheid begin en geëindig het, moet aanteken.

(5) *Kontrakbasis.*—'n Werknemer, uitgesonderd 'n los werknemer, word geag een van die volgende te wees:

(a) Of 'n weekliks besoldigde werknemer, en hy moet, behoudens klousule 5 (7), minstens die volle weekloon betaal word wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word;

(b) Of 'n maandeliks besoldigde werknemer, en hy moet, behoudens klousule 5 (7), minstens die volle maandloon betaal word wat in subklousule (1), gelees met subklousule (7) van hierdie klousule, vir 'n werknemer van sy klas voorgeskryf word.

(6) *Berekening van dagloon.*—Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bepaal deur die weekloon deur vyf te deel. Die weekloon ten opsigte van 'n werknemer wat maandeliks besoldig word, word bereken deur die maandloon deur vier en een derde te deel.

(7) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge die voorbehoudsbepaling van klousule 5 (1), maandeliks betaal word, moet die bedrag van die minimum maandloon bereken word teen die skaal van vier en een derde maal die minimum weekloon in subklousule (1) vir die werknemer van sy klas voorgeskryf. Met dien verstande dat as 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as wat aldus voorgeskryf is, die berekening op grondslag van sodanige hoër bedrag moet geskied.

(8) *Onderhoudstoelae.*—Benewens die loon wat in subklousule (1) voorgeskryf word—

(a) moet 'n handelsreisiger wat 'n reis onderneem in die uitvoering van sy pligte en oornag van sy woonplek en sy werkgewer se bedryfsin-
 rivang afwesig is, 'n onderhoudstoelae betaal word van minstens R8 vir elke nag waar sodanige afwesigheid oor een of meer nagte strek;

(b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment overnight, shall be paid a subsistence allowance of not less than R3,50 for each night where such absence extends over one or more nights:

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

(9) *Transport allowance and expenses.*—(a) 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 for 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.

(b) A traveller who is required to provide a motor vehicle for the performance of his duties shall be paid by his employer for each kilometre travelled in the performance of his duties an inclusive transport allowance of not less than—

(i) 5c where the engine capacity of the vehicle in which the employee travelled does not exceed 1 250 cc;

(ii) 5,5c where the engine capacity of such vehicle exceeds 1 250 cc but does not exceed 2 500 cc;

(iii) 7c where the engine capacity of such vehicle exceeds 2 500 cc;

(10) Any allowance or expense payable to an employee in terms of subclauses (8) and (9) shall be paid by the employer within seven days of the employee's written claim therefor: Provided that an employee shall not submit more than one claim for any allowances and expenses in any one week.

(11) *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's remuneration shall not be 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.

(12) *Shift allowance.*—An employee employed on a two-shift or three-shift system shall be paid a shift allowance of 10 per cent of his normal wage.

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clauses 11 (2) and 17, an employer shall pay the remuneration due to each of his employees, other than his casual employees, in cash, monthly or weekly, as the case may be, on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day: Provided that, where the employer and his employee agree, remuneration may be paid monthly.

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

(3) An employer shall pay the remuneration due to each of his employees during working hours and shall enclose such remuneration in a sealed envelope showing on the outside a statement duly completed in the form of Annexure A to this Agreement.

(4) *Premiums.*—No payment shall be made to or 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 Blacks (Urban Areas) Consolidation Act, 1945, 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 employees, nor shall he make any deductions from his employees' remuneration other than the following:

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

(b) save as provided in clause 10, when his employee absents himself from work 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;

(b) moet 'n handelsreisiger se assistent wat 'n handelsreisiger vergesel op 'n reis wat die handelsreisiger onderneem in die uitvoering van sy pligte en wat oornag van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, 'n onderhoudstoelae betaal word van minstens R3,50 vir elke nag waar sodanige afwesigheid oor een of meer nagte strek:

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

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

(b) 'n Werkgever moet aan 'n handelsreisiger van wie vereis word om 'n motorvoertuig te verskaf vir die uitvoering van sy pligte 'n alomvattende vervoertoelae betaal vir elke kilometer wat hy by die uitvoering van sy pligte reis van minstens—

(i) 5c, waar die enjinkapasiteit van die voertuig waarmee die werknemer gereis het hoogstens 1 250 cc is;

(ii) 5,5c, waar die enjinkapasiteit van sodanige voertuig meer as 1 250 cc maar hoogstens 2 500 cc is;

(iii) 7c, waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cc is.

(10) Die werkgever moet alle toelae of uitgawes wat ingevolge subklousules (8) en (9) aan 'n werknemer betaalbaar is, binne sewe dae na die werknemer se skriftelike eis daarom, betaal: Met dien verstande dat 'n werknemer hoogstens een eis vir sodanige toelae of kostes in 'n bepaalde week mag indien.

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

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

(12) *Skoftoelae.*—'n Werknemer wat volgens 'n twee- of driekofstelsel in diens is, moet 'n skoftoelae van 10 persent van sy gewone loon betaal word.

5. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousules 11 (2) en 17, moet 'n werkgever die besoldiging wat aan elkeen van sy werknemers, uitgesonderd sy los werknemers, verskuldig is, maandeliks of wekeliks, na gelang van die geval, 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, sodanige besoldiging maandeliks betaal kan word.

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

(3) 'n Werkgever moet die besoldiging wat aan elkeen van sy werknemers verskuldig is gedurende werkure betaal en moet sodanige besoldiging plaas in 'n verseëld koevert met 'n staat, in die vorm van Aanhangsel A van hierdie Ooreenkoms, behoorlik ingevul, buite-op.

(4) *Premies.*—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema waartoe van die werkgever volgens wet vereis word om by te dra nie.

(5) *Koop van goedere.*—'n Werkgever 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 Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos en/of inwoning van hom of van 'n persoon of by 'n plek wat hy aanwys, aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, bedrae ten opsigte van 'n siekte-, versekerings-, voorsorgs- of pensioenfonds;

(b) behoudens klousule 10, wanneer 'n werknemer van sy werk af weghy of afwesig is weens 'n ongeluk of siekte, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

(d) when an employee agrees to accept board and/or lodging from his employer, a deduction (which may be made) not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
(i) Board	1,30	5,63
(ii) Lodging	0,70	3,04
(iii) Board and lodging	2,00	8,67

(e) Whenever in pursuance of clause 7 (9) short-time is introduced in an establishment, a deduction in respect of each hour of the reduction in the ordinary hours of work of an amount equivalent to his hourly wage: Provided that—

(i) no deduction shall be made in respect of the first hour of the reduction in the ordinary hours of work caused by a general breakdown of plant or machinery owing to accident or other unforeseen emergency;

(ii) in the case of short-time owing 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;

(f) deduction for Council funds in terms of the provisions of clause 16;

(g) with the written consent of the employee, deductions shall be made for contributions to the funds of a registered trade union by his employer;

(h) deductions for any fund established by the Council in terms of section 24 (1) (r) of the Act.

6. ANNUAL BONUS

An employer shall pay in December of each year a bonus to all employees in his service: Provided that an employee who has been in his employment for less than four weeks shall not be entitled to a bonus. The bonus shall amount to at least one week's remuneration at the rate of remuneration payable at the time that the bonus is paid: Provided that an employee who has been in the employer's service for less than one year at the time that the bonus is paid shall only be entitled to a pro rata bonus calculated at the rate of one twelfth of a week's remuneration for each completed month of service.

7. HOURS OF WORK—ORDINARY AND OVERTIME—AND PAYMENT FOR OVERTIME

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work than the following:

(a) Shiftworkers employed on a two-shifts system—

(i) 45 hours in any week from Monday to Saturday inclusive;

(ii) in the case of an employee who works a six-day week, eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on the other days may be extended to eight and one half;

(iii) in the case of an employee who works a five-day week, nine hours on any day;

(b) shiftworkers employed on a three-shift system—

(i) 45 hours in any week from Monday to Saturday;

(ii) eight hours in any shift;

(c) casual employees—

eight hours on any day;

(d) watchmen—

72 hours in any week;

(e) all other categories of employees—

(i) 45 hours in any week from Monday to Friday, inclusive;

(ii) nine hours on any day.

(2) *Meal intervals.*—An employer shall not require or permit his employee to work for more than five hours continuously without an uninterrupted 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) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(iii) such interval need not be given to a shift worker engaged on a two-shift or three-shift system during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by virtue of any requirement in terms of occupation safety legislation;

(iv) such interval may be reduced to not less than half an hour by agreement between the employer and his employees after the employer has, in writing, informed the Council of such agreement;

(v) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes.

(d) wanneer 'n werknemer instem om kos en/of inwoning van sy werkgever aan te neem, 'n bedrag (wat afgetrek mag word) van hoogstens die bedrae hieronder gespesifiseer:

	Per week	Per maand
	R	R
(i) Kos	1,30	5,63
(ii) Inwoning	0,70	3,04
(iii) Kos en inwoning	2,00	8,67

(e) wanneer korttyd ingevolge klousule 7 (9) in 'n bedryfsinrigting ingevoer word, vir elke uur waarmee die gewone werkure verminder word 'n bedrag gelyk aan sy uurloon: Met dien verstande dat—

(i) geen bedrag afgetrek mag word vir die eerste uur van die vermindering van die gewone werkure wat deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval veroorsaak word nie;

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

(f) bedrae vir Raadsfondse ingevolge klousule 16;

(g) met die skriftelike toestemming van die werknemer, bedrae vir bydraes tot die fondse van 'n geregistreerde vakvereniging;

(h) bedrae vir 'n fonds deur die Raad gestig ingevolge artikel 24 (1) (r) van die Wet.

6. JAARLIKSE BONUS

'n Werkgever moet elke jaar in Desember aan al die werknemers in sy diens 'n bonus betaal: Met dien verstande dat 'n werknemer wat minder as vier weke in sy diens is nie op 'n bonus geregtig is nie. Die bonus moet gelykstaande wees met een week se besoldiging op die skaal van besoldiging wat betaalbaar is wanneer die bonus betaal word: Met dien verstande dat 'n werknemer wat minder as 'n jaar in die diens van die werkgever is wanneer die bonus betaal word net geregtig is op 'n pro rata-bonus bereken op die basis van een twaalfde van 'n week se besoldiging vir elke voltooide maand diens.

7. WERKURE—GEWONE EN OORTYDURE—EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om meer gewone werkure as die volgende te werk nie:

(a) Skofwerkers wat volgens 'n tweeskofstelsel werk—

(i) 45 uur in 'n week van Maandag tot en met Saterdag;

(ii) in die geval van 'n werknemer wat ses dae per week werk, agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op die ander dae tot agt en 'n half verleng kan word;

(iii) in die geval van 'n werknemer wat vyf dae per week werk, nege uur op 'n dag;

(b) skofwerkers wat volgens 'n drieskofstelsel werk—

(i) 45 uur in 'n week van Maandag tot Saterdag;

(ii) agt uur in 'n skof;

(c) los werknemers—

agt uur op 'n dag;

(d) wagte—

72 uur in 'n week;

(e) alle ander klasse werknemers—

(i) 45 uur in 'n week van Maandag tot en met Vrydag;

(ii) nege uur op 'n dag.

(2) *Etenspouse.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur nie: Met dien verstande dat—

(i) as so 'n pouse langer as een uur is, enige periode wat langer as een uur is, geag word gewone werkure te wees;

(ii) werktidperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(iii) 'n pouse nie aan 'n skofwerker wat volgens 'n twee- of drieskofstelsel werk gedurende sy gewone werkure op 'n bepaalde skof gegee hoef te word nie indien aan hom die geleentheid gegee word om gedurende dié ure 'n maaltyd te nuttig terwyl hy op sy pos is, tensy dit kragtens beroepsveiligheidwetgewing verbied word;

(iv) so 'n pouse verkort kan word tot minstens 'n halfuur deur 'n ooreenkoms tussen die werkgever en sy werknemers nadat die werkgever die Raad skriftelik van sodanige ooreenkoms in kennis gestel het;

(v) as daar vanweë oortydwerk van 'n werkgever vereis word om op 'n bepaalde dag aan 'n werknemer 'n tweede etenspouse te gee, sodanige pouse op versoek van die werknemer tot 15 minute verkort kan word.

(3) *Rest intervals.*—An employer shall grant to each of his employees, other than shift-workers employed on a two-shift or three-shift system and employees engaged in delivering messages or goods or guarding premises or goods by day, a rest interval of not less than 10 minutes as near as practicable to the middle of each morning and each afternoon work period 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 subclause (2) and (3), all hours of work shall be consecutive.

(5) *Limitation of overtime.*—An employer shall not, except in the case of emergency work, require his employees to work overtime unless he has given at least four hours' notice of such intention, and employees so working shall not be required or permitted to work overtime for more than 10 hours in any week: Provided that if an employee is required or permitted to work overtime for more than one hour on any day after completion of the ordinary working hours, the employer shall—

(i) provide such employee with an adequate meal prior to the commencement of overtime; or

(ii) pay such employee an allowance of not less than R1,50 in sufficient time to enable the employee to obtain a meal before the overtime is due to commence:

Provided further that in the case of an employee employed on a three-shift system a notice or time-table displayed in terms of the provisions of subclause (13) shall be regarded as sufficient notice of the overtime listed on such notice or time-table and that the first proviso to this subclause shall not apply in respect of such listed overtime.

(6) *Payment of overtime.*—In respect of overtime worked by the employee, the employer shall remunerate the employee for the first five hours worked in any one week, at the rate of not less than one and one third times his normal hourly wage for each hour so worked and thereafter at the rate of not less than one and a half times his normal hourly wage for each hour so worked:

Provided that in the case of an employee employed on a three-shift system the employer shall remunerate the employee for all hours worked in excess of 45 from Monday to Saturday at the rate of one and one half times his normal hourly wage for each hour so worked.

(7) Time worked on Sunday or on any public holiday referred to in clause 8 (5) shall not be deemed to be part of the ordinary hours of work or overtime and shall be paid for as follows:

(a) In the case of an employee, other than a casual employee, at either—

(i) double his daily wage for time worked up to nine hours and in addition double his hourly wage for time worked in excess of nine hours; or

(ii) one and one third times his hourly wage for each hour or part of an hour so worked and in addition grant him, within seven days of such Sunday or public holiday, one day's leave of absence, and pay him in respect thereof not less than his hourly wage multiplied by nine;

(b) in the case of a casual employee, at double his daily wage for time worked up to eight hours and in addition double his hourly wage for time worked in excess of eight hours, the hourly wage to be calculated at one eighth of the daily wage.

(8) *Watchman.*—A watchman shall be entitled to and be granted a continuous period of 36 hours off-duty during each week of employment.

(9) *Short-time.*—(a) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant and machinery caused by accident or other unforeseen circumstances, an employer is unable to keep his employees employed for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of clause 5 (7) (e), employ his employees on short-time, but not exceeding the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

(b) The employer shall give his employees and the Council reasonable written notice of his intention to employ them on short-time.

(10) *Exemptions.*—The provisions of this clause shall not apply to a traveller and/or a traveller's assistant; subclauses (1) to (7), both inclusive, and subclause (9) shall not apply to a watchman; and subclauses (3), (4) and (5) shall not apply to an employee engaged on emergency work.

(11) *Clocking-in and clocking-out.*—In establishments in which employees are required to clock-in at the commencement of the work period and to clock-out at the expiration thereof, employees shall clock-in in employees' time and shall clock-out in employers' time: Provided that for the purpose of rest intervals as prescribed by subclause (3) all clocking shall be done in employers' time.

(12) *Maintenance of log-book.*—(a) An employer shall provide his driver of a motor vehicle or his part-time driver of a motor vehicle with a log-book with duplicate folios as nearly as practicable in the following form:

(3) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd skofwerkers wat volgens 'n twee- of drieskofstelsel werk en werknemers wat boodskappe of goedere aflewer of wat bedags persele of goedere bewaak, 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan die middel van elke oggend- en elke namiddagwerktydperk, waarin daar nie van die werknemer vereis mag word of hy nie toegelaat mag word om werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure te wees.

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

(5) *Beperking van oortydwerk.*—'n Werkgever mag nie, uitgesonderd in 'n noodgeval, van sy werknemers vereis om oortyd te werk nie, tensy hy hulle minstens vier uur kennis van sodanige voorneme gegee het, en werknemers wat aldus werk, mag nie verplig of toegelaat word om langer as 10 uur in 'n week oortyd te werk nie: Met dien verstande dat, indien daar van 'n werknemer vereis of hy toegelaat word om na voltooiing van die gewone werkure meer as een uur op 'n dag oortyd te werk, die werkgever—

(i) sodanige werknemer van 'n toereikende ete moet voorsien voordat hy met die oortydwerk moet begin;

(ii) sodanige werknemer 'n toelae van minstens R1,50 betyds moet betaal om hom in staat te stel om 'n ete te verkry en te nuttig voordat hy met die oortydwerk moet begin:

Voorts met dien verstande dat in die geval van 'n werknemer wat volgens 'n drieskofstelsel werk 'n kennisgewing of rooster wat ingevolge subklousule (13) vertoon word, beskou moet word as voldoende kennis van die oortydwerk wat op sodanige kennisgewing of rooster aangedui word en dat die eerste voorbehoudsbepaling van hierdie subklousule nie van toepassing is ten opsigte van sodanige aangeduide oortydwerk nie.

(6) *Besoldiging vir oortydwerk.*—Ten opsigte van oortyd wat deur die werknemer gewerk word, moet die werkgever die werknemer vir die eerste vyf uur in 'n week gewerk besoldig teen minstens een en een-derde maal sy gewone uurloon vir elke uur aldus gewerk, en daarna teen minstens een en 'n half maal sy gewone uurloon vir elke uur aldus gewerk:

Met dien verstande dat in die geval van 'n werknemer wat volgens 'n drieskofstelsel werk die werkgever die werknemer moet besoldig vir alle ure wat hy langer as 45 gewerk het van Maandag tot Saterdag teen een en 'n half maal sy gewone uurloon vir elke uur wat hy aldus gewerk het.

(7) Tyd wat op 'n Sondag of op 'n openbare vakansiedag in klousule 8 (5) bedoel gewerk word, word nie as deel van die gewone werkure of oortydwerk geag nie, en moet soos volg betaal word:

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

(i) dubbel sy dagloon vir tyd gewerk tot nege uur, en daarbenewens dubbel sy uurloon vir tyd langer as nege uur gewerk; ðf

(ii) een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur aldus gewerk, en hom daarbenewens binne sewe dae na sodanige Sondag of openbare vakansiedag, een dag afwesigheidsverlof toestaan, en hom ten opsigte daarvan minstens sy uurloon vermenigvuldig met nege betaal;

(b) in die geval van 'n los werknemer, dubbel sy dagloon vir tyd gewerk tot agt uur en daarbenewens dubbel sy uurloon vir tyd langer as agt uur gewerk, en die uurloon moet bereken word teen 'n agste van die dagloon.

(8) *Wag.*—'n Wag is geregtig op 'n aaneenlopende tydperk van 36 diensvry ure gedurende elke week wat hy in diens is, en dit moet aan hom toegestaan word.

(9) *Korttyd.*—(a) Wanneer 'n werkgever as gevolg van bedryfslapte, 'n tekort aan grondstowwe, of 'n algemene onklaarraking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene omstandighede veroorsaak word, nie in staat is om sy werknemers in diens te hou vir die getal gewone werkure wat gewoonlik per week in sy bedryfsinrigting gewerk word nie, kan die werkgever, behoudens klousule 5 (7) (e), sy werknemers op korttyd in diens hou maar hoogstens vir die duur van sodanige bedryfslapte, tekort aan grondstowwe of algemene onklaarraking van installasie of masjinerie.

(b) Die werkgever moet sy werknemers en die Raad redelike skriftelike kennis gee van sy voorneme om sy werknemers op korttyd in diens te hou.

(10) *Vrystellings.*—Hierdie klousule is nie op 'n handelsreisiger en/of 'n handelsreisiger se assistent van toepassing nie; subklousules (1) tot en met (7) en subklousule (9) is nie op 'n wag van toepassing nie; en subklousules (3), (4) en (5) is nie op 'n werknemer wat noodwerk verrig van toepassing nie.

(11) *Inklok en uitklok.*—In bedryfsinrigtings waarin daar van werknemers vereis word om in te klok by die aanvang van die werktydperk en uit te klok by die beëindiging daarvan, moet werknemers in werknemers se tyd inklok en in werkgever se tyd uitklok: Met dien verstande dat vir die doel van ruspouses soos voorgeskryf in subklousule (3) daar in die werkgever se tyd in- en uitgeklok moet word.

(12) *Byhou van logboek.*—(a) 'n Werkgever moet sy drywer van 'n motorvoertuig of sy deeltydse drywer van 'n motorvoertuig voorsien van 'n logboek met duplikaatfolio's so na as doenlik in die volgende vorm:

DAILY LOG

Name of employer
 Name of driver
 Date
 Registration number of vehicle
 Time of starting workh.....h.....
 Time of finishing workh.....h.....
 Number of hours worked
 Meal hoursh..... toh.....
 Particulars of accident or delays
 Date 19

Signature of driver

(b) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log-book referred to in paragraph (a), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates, deliver a copy thereof to his employer, and for the purposes of this clause, the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(c) Every employer shall retain the copy of the daily log, which in terms of paragraph (b) has been delivered to him, or a micro film copy thereof, for a period of three years subsequent to such delivery.

(d) The provisions of paragraphs (a), (b) and (c) shall not apply in an establishment where clocking-in and clocking-out facilities are provided for 24 hours per day or in respect of a motor vehicle which is fitted with a mechanical device which automatically records the starting and stopping times for the whole period during which the vehicle is being driven and the kilometres performed: Provided that—

(i) the employer keeps a record showing, with full continuity, the names of the drivers or part-time drivers of such vehicles and the times during which each driver or part-time driver was in charge of the vehicle;

(ii) the said record shows the registration number of the vehicle; and

(iii) the said record is signed by each driver or part-time driver, confirming the time when he takes charge of the vehicle and the time he ceases to be in charge of the vehicle.

(e) An employer shall retain every record referred to in paragraph (d), or a micro film copy thereof, for a period of not less than three years after the date of the last entry therein or thereon.

(13) *Time-tables.*—(a) Every employer who employs workers on a two-shift or three-shift system shall, prior to the commencement of each shift cycle, display prominently in a conspicuous place upon his premises to be determined by him and accessible to his workers, a notice or time-table indicating the shifts which each such worker will be required to work during the ensuing shift cycle and the free periods of each such worker.

(b) The employer shall retain such notice or time-table for a period of not less than three years subsequent to the date thereof.

(c) If no such notice or time-table is displayed the free period of each such worker shall be deemed to commence at midnight on Saturday.

(d) No employee employed on a two-shift or three-shift system may be required or permitted by his employer to work—

(i) more than six shifts in any week;

(ii) a shift which is not normally separated by at least eight hours from the previous shift worked by such employee.

(14) *Free periods.*—(a) An employer shall grant to each of his employees employed on a three-shift system one free period of not less than 24 consecutive hours in every week.

(b) Should an employer require or permit an employee employed on a three-shift system to work during his free period provided for in this paragraph, the provisions of subclause (7) shall apply *mutatis mutandis* as if such free period were a Sunday.

8. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) An employer shall grant to his employees in respect of each completed year of employment with him [subject to the provisions of subclause (8)] the following annual holiday leave on full pay at the rate of remuneration the employee was receiving immediately before the commencement of such leave:

(a) In the case of a traveller, traveller's assistant or a watchman, three consecutive weeks;

DAAGLIKSE LOG

Naam van werkgever
 Naam van drywer
 Datum
 Registrasienommer van die voertuig
 Aanvangstyd van werkh.....h.....
 Aflooptyd van werkh.....h.....
 Getal ure gewerk
 Etensureh.....tot.....h.....
 Besonderhede in verband met ongeluk of oponthoude
 Datum 19

Handtekening van drywer

(b) Elke drywer van 'n motorvoertuig of deeltydse drywer van 'n motorvoertuig moet, in die logboek in paragraaf (a) bedoel, 'n daaglikse log in tweevoud byhou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien, en by die toepassing van hierdie klousule beteken die uitdrukking "werk" in verband met 'n deeltydse drywer van 'n motorvoertuig slegs " 'n motorvoertuig dryf" soos in die omskrywing van hierdie klas werknemer omskryf.

(c) Elke werkgever moet die kopie van die daaglikse log wat ingevolge paragraaf (b) by hom ingedien is, of 'n mikrofilmafdruk daarvan, vir 'n tydperk van drie jaar na sodanige indiening bewaar.

(d) Paragrafe (a), (b) en (c) is nie van toepassing nie in 'n bedryfsinrigting waar in- en uitklofasiliteite vir 24 uur per dag bestaan of ten opsigte van 'n motorvoertuig wat toegerus is met 'n meganiese toestel wat die aanvangs- en aflooptye vir die hele tydperk waarin die motorvoertuig gedryf word en die kilometerafstande wat afgelê word, outomaties registreer. Met dien verstande dat—

(i) die werkgever 'n rekord byhou wat met volle kontinuïteit die name van die drywers of deeltydse drywers van sodanige voertuie en die tyd waarin elke drywer of deeltydse drywer in beheer van die voertuig was, aantoon;

(ii) genoemde rekord die registrasienommer van die voertuig aantoon;

(iii) genoemde rekord deur elke drywer of deeltydse drywer geteken word om die tyd wanneer hy beheer van die voertuig oorneem en die tyd wanneer hy ophou om in beheer van die voertuig te wees, te bevestig.

(e) 'n Werkgever moet elke rekord wat in paragraaf (d) bedoel word, of 'n mikrofilmafdruk daarvan, vir 'n tydperk van minstens drie jaar na die datum waarop die laaste inskrywing daarin of daarop gemaak is, bewaar.

(13) *Roosters.*—(a) Elke werkgever wat werkers volgens 'n twee- of drieskofstelsel in diens neem, moet, voor die aanvang van elke skofsiklus, op 'n opvallende plek op sy perseel wat hy moet bepaal en wat vir sy werkers toeganklik moet wees, 'n kennisgewing of rooster op prominente wyse opplak wat die skofte aantoon wat elke sodanige werker gedurende die daaropvolgende skofsiklus moet werk, asook die vry periodes van elke sodanige werker.

(b) Die werkgever moet sodanige kennisgewing of rooster vir 'n tydperk van minstens drie jaar ná die datum daarvan bewaar.

(c) Indien daar geen sodanige kennisgewing of rooster opgeplak is nie, word daar geag dat die vry periode van elke sodanige werker op Saterdag om middernag begin.

(d) 'n Werkgever mag nie van sy werknemer wat volgens 'n twee- of drieskofstelsel werk, vereis of hom toelaat om—

(i) meer as ses skofte in 'n week te werk nie;

(ii) 'n skof te werk wat nie normaalweg deur minstens agt uur geskei word van die vorige skof wat sodanige werknemer gewerk het nie.

(14) *Vry periodes.*—(a) 'n Werkgever moet aan elkeen van sy werknemers wat volgens 'n drieskofstelsel werk een vry periode van minstens 24 aaneenlopende ure in elke week toestaan.

(b) Indien 'n werkgever van 'n werknemer wat volgens 'n drieskofstelsel werk, vereis of hom toelaat om gedurende sy vry periode te werk soos in hierdie paragraaf gemeld, is subklousule (7) *mutatis mutandis* van toepassing asof dié vry periode 'n Sondag was.

8. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) 'n Werkgever moet sy werknemers ten opsigte van elke voltooië jaar diens by hom [behoudens subklousule (8)] die volgende jaarlikse verlof met volle besoldiging toestaan teen die besoldigingskaal wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het:

(a) In die geval van 'n handelsreisiger, handelsreisiger se assistent of 'n wag, drie agtereenvolgende weke;

(b) in the case of any other employee, 15 working days, of which 12 working days shall be consecutive and the remainder to be taken as agreed between employer and employee:

Provided that—

(i) the period of such leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is rendering military service in pursuance of the Defence Act, 1957;

(ii) if any public holiday referred to in subclause (5) falls within the period of leave prescribed in this clause such holiday shall be added to the said period as a further period of leave of absence on full pay.

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

(i) an employer may require or permit 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 two months of the completion of the year of employment to which it relates.

(3) The remuneration in respect of annual leave referred to in subclause (1) shall be paid on the last working day before the date of the commencement of such leave.

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

(i) his full pay in respect of any period of leave which has accrued to him in terms of subclause (1) but was not granted before the date of termination of the employment;

(ii) one and one quarter day's pay (based on the weekly remuneration which he was receiving immediately prior to the date of such termination) in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1), or in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment;

(iii) and, in addition, five sixteenths of a day's pay for every week or part of a week of an uncompleted month of employment.

(b) For the purposes of this subclause, "full pay" shall be calculated at the rate of remuneration received immediately prior to the termination of employment or at the rate of remuneration received at the date of becoming entitled to leave in terms of subclause (1).

(c) For the purposes of this subclause and notwithstanding anything to the contrary contained in this Agreement, a traveller's remuneration shall include commission and shall be calculated by dividing the total remuneration payable to him by virtue of this Agreement in accordance with clause 11 in respect of the 12 months immediately preceding the date of the accrual of his leave, by 52, or if he has had less than 12 months of employment, by dividing the total remuneration so payable to him during the period of his employment by the number of completed weeks in such period.

(5) *Public holidays.*—In addition to the leave prescribed in subclause (1), if an employee, other than a watchman, does not work on any of the public holidays prescribed in the Public Holidays Act (No. 5 of 1952, as amended), he shall be paid in respect of such day not less than one day's remuneration at the rate of remuneration he was receiving immediately prior to such day: Provided that if any public holiday falls on a Saturday or on a Sunday he shall not be entitled to remuneration for that day.

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

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

(b) rendering military service in pursuance of the Defence Act, 1957;

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

(d) absent from work owing to sickness;

amounting in the aggregate to not more than eight weeks in any year in respect of items (a), (c) and (d), plus up to four months in respect of item (b) and shall be deemed to commence—

(i) in the case of an employee who was employed prior to the date of commencement of this Agreement, from the date when such employee last became entitled to leave under a published agreement of the Council, or the date of engagement, whichever date is the later;

(ii) in the case of an employee engaged on or after the date of coming into operation of this Agreement, from the date of such engagement.

(7) An employee—

(a) whose contract of employment is terminated in December of any year; and

(b) whose contract of employment has not been terminated by the employer for any cause which would be recognised by law as sufficient for the employer to terminate the contract without notice; and

(b) in die geval van elke ander werknemer, 15 werkdag, waarvan 12 werkdag agtereenvolgend moet wees, en die res geneem moet word soos deur die werkgewer en die werknemer ooreengekom:

Met dien verstande dat—

(i) die tydperk van sodanige verlof nie mag saamval met siekteverlof met besoldiging of met kennisgewing van diensbeëindiging of met 'n tydperk waarin 'n werknemer militêre diens, kragtens die Verdedigingswet, 1957, verrig nie;

(ii) as 'n openbare vakansiedag in subklousule (5) bedoel, binne die verloftydperk val wat in hierdie klousule voorgeskryf word, sodanige vakansiedag by genoemde tydperk as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging gevoeg moet word.

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

(i) 'n werkgewer van sy werknemer kan vereis of hom kan toelaat om sy jaarlikse verlof te neem voor die voltooiing van die diensjaar waarop dit betrekking het;

(ii) indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word.

(3) Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) bedoel word, moet op die laaste werkdag voor die datum van die aanvang van sodanige verlof betaal word.

(4) (a) By diensbeëindiging moet 'n werkgewer 'n werknemer die volgende betaal:

(i) Sy volle besoldiging ten opsigte van 'n verloftydperk wat ingevolge subklousule (1) aan hom toegeval het maar wat nie voor die datum van diensbeëindiging toegestaan is nie;

(ii) een en 'n kwart dag se besoldiging (gebaseer op die weeklikse besoldiging wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het) ten opsigte van elke voltooië maand diens by die werkgewer na die datum waarop hy laas ingevolge subklousule (1) op verlof geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, ná die aanvangsdatum van sy diens;

(iii) en, daarbenewens, vyf sestiendes van 'n dag se besoldiging vir elke week of deel van 'n week van 'n onvoltooië maand diens.

(b) By die toepassing van hierdie subklousule moet "volle besoldiging" bereken word teen die besoldigingskaal wat 'n werknemer onmiddellik voor sy diensbeëindiging ontvang het of die besoldigingskaal wat hy ontvang het op die datum waarop hy ingevolge subklousule (1) op verlof geregtig geword het.

(c) By die toepassing van hierdie subklousule en ondanks andersluidende bepalinge in hierdie Ooreenkoms, sluit 'n handelsreisiger se besoldiging kommissie in en word dit bereken deur die totale besoldiging wat ingevolge hierdie Ooreenkoms ooreenkomstig klousule 11 aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop sy verlof aan hom toeval, deur 52 te deel, of indien hy minder as 12 maande diens gedoen het, deur die totale besoldiging wat aldus gedurende sy dienstydperk aan hom betaalbaar is deur die getal voltooië weke in sodanige tydperk te deel.

(5) *Openbare vakansiedae.*—Benewens die verlof in subklousule (1) voorgeskryf, moet 'n werknemer, uitgesonderd 'n wag, indien hy nie op een van die openbare vakansiedae voorgeskryf in die Wet op Openbare Feesdae (Wet 5 van 1952, soos gewysig) werk nie, ten opsigte van sodanige dag minstens die besoldiging vir een dag betaal word teen die besoldigingskaal wat hy onmiddellik voor sodanige dag ontvang het: Met dien verstande dat indien eenige van die openbare vakansiedae of op 'n Saterdag of op 'n Sondag val, hy op geen besoldiging vir sodanige dag geregtig is nie.

(6) By die toepassing van hierdie klousule moet die uitdrukking "diens" geag word, 'n tydperk of tydperke in te sluit wat 'n werknemer—

(a) ingevolge subklousule (1) met verlof afwesig is;

(b) militêre diens kragtens die Verdedigingswet, 1957, verrig;

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

(d) as gevolg van siekte van sy werk afwesig is;

en wat altesaam in 'n bepaalde jaar hoogstens agt weke ten opsigte van items (a), (c) en (d) beloop, plus tot vier maande ten opsigte van item (b), en word dit geag te begin—

(i) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was, op die datum waarop sodanige werknemer laas op verlof geregtig geword het ingevolge 'n gepubliseerde ooreenkoms van die Raad of die datum van indiensneming, n.l. die jongste datum;

(ii) in die geval van 'n werknemer wat op of na die inwerkingtreddsdatum van hierdie Ooreenkoms in diens geneem is, op die datum van sodanige indiensneming.

(7) 'n Werknemer—

(a) wie se dienskontrak in Desember in 'n jaar beëindig word; en

(b) wie se dienskontrak nie om 'n regsgeldige rede vir diensbeëindiging sonder kennisgewing deur die werkgewer beëindig is nie; en

(c) whose contract of employment has not been terminated of his own accord, except for any cause which would be recognised by law as sufficient for the employee to terminate the contract without notice;

shall upon such termination in December—

(i) if he has been employed by the same employer continuously throughout the period from any date in January of the same calendar year up to the date of such termination, be deemed to have completed a year of employment in terms of subclause (1), and shall be paid in respect thereof the full annual leave pay prescribed by that subclause, together with one day's pay for each of the public holidays Day of the Vow, Christmas Day, Day of Goodwill and New Year's Day, in respect of which payment has not already been made to him: Provided that if annual leave has been granted to him in terms of subclause (1) during the said period, a deduction shall be made proportionate to the months of service within the said period in respect of which leave has already been granted to him;

(ii) if he has already been employed by the same employer for a total period of five months, either continuously or in the aggregate in the same calendar year, calculated up to the 30th day of November in such year, be paid in addition to any leave payable to him in terms of subclause (4), one day's pay for each of the public holidays Day of the Vow, Christmas Day, Day of Goodwill and New Year's Day, in respect of which payment has not already been made to him.

(8) An employee—

(a) whose employment is terminated in December in any year;

(b) whose employment with the same employer commenced prior to the first day of July in the same calendar year;

(c) who, having been discharged, was re-employed by the same employer within one week from the date of such discharge; and

(d) whose employment has been otherwise continuous with that same employer up to the 30th day of November of the same year;

shall be deemed to have been employed for a total period of five months in terms of subclause (7) (ii).

(9) Notwithstanding anything to the contrary contained in this clause, any employer may elect to close his factory for a period of 12 consecutive working days during December and/or January for annual leave, when all employees referred to in clause 8 (1) (b) shall be paid—

(a) if 12 months of continuous employment have been completed since the commencement of their last annual leave, the equivalent of 12 days' pay at the rate of remuneration the employee was receiving immediately before the commencement of such leave, plus a day's pay for each public holiday referred to in subclause (5) which may occur within the period of annual leave;

(b) if less than 12 months of employment have been completed when the factory closes, the equivalent of one day's pay for each completed month of employment at the rate of remuneration the employee was receiving immediately before the commencement of such leave, and for any public holidays as referred to in subclause (5) which may occur during the period the factory is closed in terms of this subclause the employee shall be remunerated as provided in paragraph (a) of this subclause.

(10) For the purposes of this clause, the term "continuous service" shall mean employment with the same employer.

(11) Notwithstanding the provisions of subclause (5), an employee who is required by his employer to work the day immediately preceding and/or following any of the public holidays referred to in this subclause and who absents himself from work on such day or days shall not be paid for such public holiday unless absent with the permission of his employer or owing to sickness for which a medical certificate is produced.

9. MATERNITY LEAVE

(1) An employer shall guarantee continued employment to an employee in his service who is required in terms of section 17 of the Basic Conditions of Employment Act, 1983, to relinquish work for reason of impending confinement: Provided that such employee shall have been in his service for at least nine months immediately prior to such absence and shall have had at least 12 months' continuous service in the industry immediately prior to such absence: Provided further that the guarantee of continued employment shall only be valid for a period of three months from the date on which such absence commenced.

(2) An employer may, where necessary, employ a temporary employee to fill the position left vacant by an employee who is absent for reason of impending confinement. The period for which such temporary employee is employed may include a period of induction and a reasonable hand-over period once the absent employee returns to work.

10. SICK LEAVE

(1) An employee who has completed two months' employment with the same employer and who is absent from work owing to sickness or incapacity other than—

(a) sickness or incapacity caused by the employee's own negligence or misconduct;

(c) wie se dienskontrak nie uit eie beweging beëindig is nie, uitgesonderd beëindiging om 'n regsgeldige rede vir diensbeëindiging sonder kennisgewing;

moet by sodanige beëindiging in Desember—

(i) as hy ononderbroke gedurende 'n tydperk vanaf 'n datum in Januarie van dieselfde kalenderjaar tot die datum van sodanige diensbeëindiging by dieselfde werkgever in diens was, geag word 'n jaar diens ingevolge subklousule (1) te voltooi het, en moet ten opsigte daarvan die volle jaarlikse verlofbesoldiging by daardie subklousule voorgeskryf, betaal word, tesame met een dag se besoldiging vir elk van die openbare vakansiedae Geloftedag, Kersdag, Welwillendheidsdag en Nuwejaarsdag ten opsigte waarvan hy nog nie besoldig is nie: Met dien verstande dat, indien jaarlikse verlof ingevolge subklousule (1) gedurende genoemde tydperk aan hom toegestaan is, 'n bedrag eweredig aan die maande diens binne genoemde tydperk waarin verlof reeds aan hom toegestaan is, afgetrek moet word;

(ii) as hy alreeds vir 'n totale tydperk van vyf maande, of ononderbroke of altesaam in dieselfde kalenderjaar, bereken tot die 30ste dag van November van sodanige jaar, by dieselfde werkgever in diens was, benewens enige verlofbesoldiging wat ingevolge subklousule (4) aan hom betaalbaar is, een dag se besoldiging vir elk van die openbare vakansiedae Geloftedag, Kersdag, Welwillendheidsdag en Nuwejaarsdag ten opsigte waarvan hy nog nie besoldig is nie, betaal word.

(8) 'n Werknemer—

(a) wie se diens in Desember in 'n jaar beëindig word;

(b) wie se diens by dieselfde werkgever voor die eerste dag van Julie in dieselfde kalenderjaar begin het;

(c) wat, nadat hy ontslaan is, binne een week na die datum van sodanige ontslag weer deur daardie selfde werkgever in diens geneem is; en

(d) wie se diens andersins tot die 30ste dag van November van dieselfde jaar by daardie selfde werkgever ononderbroke was;

moet ingevolge subklousule (7) (ii) geag word vir 'n totale tydperk van vyf maande in diens te gewees het.

(9) Ondanks andersluidende bepalinge in hierdie klousule, kan 'n werkgever verkies om sy fabriek vir 'n tydperk van 12 agtereenvolgende werkdade gedurende Desember en/of Januarie vir jaarlikse verlof te sluit, wanneer aan alle werknemers wat in klousule 8 (1) (b) bedoel word, die volgende betaal moet word:

(a) As 12 maande ononderbroke diens sedert die aanvang van hul vorige jaarlikse verlof voltooi is, 'n bedrag gelyk aan 12 dae se besoldiging teen die besoldigingskaal wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het, plus 'n dag se besoldiging vir elke openbare vakansiedag wat in subklousule (5) bedoel word en wat binne die jaarlikse verloftydperk voorkom;

(b) as minder as 12 maande diens voltooi is wanneer die fabriek sluit, 'n bedrag gelyk aan een dag se besoldiging vir elke voltooide maand diens teen die besoldigingskaal wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het, en vir alle openbare vakansiedae soos in subklousule (5) bedoel, wat voorkom gedurende die tydperk wat die fabriek ingevolge hierdie subklousule gesluit is, moet werknemers besoldig word soos in paragraaf (a) van hierdie subklousule bepaal word.

(10) By die toepassing van hierdie klousule moet die uitdrukking "ononderbroke diens" geag word diens by dieselfde werkgever te wees.

(11) Ondanks subklousule (5) kan 'n werknemer wie se werkgever van hom vereis om te werk op die dag onmiddellik voor en/of na enigeen van die openbare vakansiedae in hierdie subklousule bedoel, en wat op dié dag of dae van sy werk afwesig is, nie vir sodanige openbare vakansiedag betaal word nie tensy hy afwesig was met die verlof van sy werkgever of as gevolg van siekte waarvoor 'n dokterseertifikaat voorgeleë word.

9. KRAAMVERLOF

(1) 'n Werkgever moet aanhoudende werkgewing verseker aan 'n werknemer wat ingevolge artikel 17 van die Wet op Basiese Diensvoorwaardes, 1983, verplig is om werk te staak omrede 'n bevalling op hande is: Met dien verstande dat so 'n werknemer vir minstens nege maande in sy diens was net voor so 'n afwesigheid en dat sy minstens 12 maande diens in die Nywerheid gehad het net voor so 'n afwesigheid: Voorts met dien verstande dat so 'n aanhoudende werkgewing alleenlik verseker sal word vir 'n periode van drie maande bereken vanaf die datum wanneer sodanige afwesigheid begin het.

(2) 'n Werkgever kan, waar nodig, 'n tydelike werknemer aanstel om die pos te vul wat vakant gelaat word deur die werknemer wat afwesig is omrede van 'n bevalling wat op hande is. Die periode van so 'n tydelike aanstelling kan 'n periode van induksie bevat en 'n redelike periode van oorhandiging wanneer die afwesige werknemer na die werk terugkeer.

10. SIEKTEVERLOF

(1) 'n Werknemer wat twee maande diens by dieselfde werkgever voltooi het en wat weens siekte of ongeskiktheid, uitgesonderd—

(a) siekte of ongeskiktheid wat deur die werknemer se eie nalatigheid of wangedrag veroorsaak is;

(b) an accident falling within the provisions of the Workmen's Compensation Act, 1941;

shall be entitled to and granted sick leave not exceeding 10 working days in the aggregate in any one year of employment, which may be accumulated up to a maximum of 30 days over three years, and shall be paid in respect of each working day thereof not less than one fifth of the weekly remuneration which he was receiving immediately before the date of such leave: Provided that an employer may require his employee to produce a medical certificate in proof of incapacity for work, signed by a registered medical practitioner, in respect of any absence in excess of two days.

(2) Paid sick leave and annual leave shall not run concurrently.

(3) The provisions of subclause (1) of this clause shall not apply to employees who are members of the Chemical Manufacturing Industry Sick Benefit Fund during its tenure.

(4) For the purposes of this clause, the term "employment" shall have the same meaning as in clause 8 (6).

11. TRAVELLERS AND COMMISSION WORK

(1) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of such agreement, or a statement setting out the terms of such agreement which shall include—

(a) the rate or rates of the commission and the conditions of entitlement;

(b) the day of the week or month when commission earned is due and payable;

(c) the area in which the traveller is required or permitted to work;

(d) the minimum and maximum orders, individual, weekly or monthly, if any, which the employer is prepared to accept; and

(e) the day of lodgment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall not be later than the 15th day of the calendar month succeeding the month during which employment was terminated.

(2) The terms of the agreement referred to in subclause (1) shall be not less favourable to the traveller than the terms of this Agreement: Provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the agreement referred to subclause (1) and that the provisions of clause 5 (1) of this Agreement shall not apply to such payment.

(3) Save as provided in clause 5 (7), an employer shall pay his traveller on commission work for any period remuneration at the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, he shall pay such traveller not less than the monthly wage prescribed in clause 4 for a traveller of his experience in respect of each month in which commission work is performed.

(4) An employer or an employee who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work shall give not less than one week's written notice of such intention.

12. UNIFORMS AND OVERALLS

An employer shall provide free of charge and maintain in clean and proper condition, uniforms and overalls, and they shall remain the property of the employee.

13. CERTIFICATE OF SERVICE

(1) An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name and address of the employer and the employee, the nature of the employment, the date of commencement of the contract of employment, the date of termination thereof, and the remuneration paid at the date of such commencement and termination. A copy of such certificate shall be transmitted on the day it is issued to the Secretary of the Council.

(2) An employer shall, before engaging an applicant for employment as a Grade I employee, require such applicant to produce a Service Card issued by the Council which shall be in the form of Annexure B to this Agreement: Provided that in the case of persons who have not previously been employed in the Industry in the Transvaal, a period of seven days may elapse before production of the card shall be required. The employer shall, immediately upon receipt of such card, enter in the service card the name of his factory, the occupation of the employee, the date of engagement and the wage on engagement. When employment is terminated, the employer shall enter in the card the date of termination of employment, the wage payable on termination of employment and the total period the employee was in his employ, and return the card to the employee, at the same time furnishing the Council with a copy of the Certificate of Service.

(b) 'n ongeluk wat in die bepalings van die Ongevallewet 1941, ingesluit is;

van sy werk afwesig is, is geregtig op siekteverlof van altesaam hoogstens 10 werkdade in 'n bepaalde jaar diens wat aan hom toegestaan moet word en wat kan ooploop tot hoogstens 30 dae oor drie jaar, en hy moet ten opsigte van elke werkdag daarvan minstens een vyfde van die weeklikse besoldiging wat hy onmiddellik voor die datum van sodanige verlof ontvang het, betaal word: Met dien verstande dat 'n werkgewer van sy werknemer kan vereis om as bewys van sy ongeskiktheid om te werk 'n doktersertifikaat, wat deur 'n geregistreerde mediese praktisyn onderteken is, voor te lê ten opsigte van afwesigheid van langer as twee dae.

(2) Siekteverlof met besoldiging en jaarlikse verlof mag nie saamval nie.

(3) Subklousule (1) van hierdie klousule geld nie vir werknemers wat lede is van die Siektebystandsfonds van die Chemikalieënywerheid vir die duur daarvan nie.

(4) By die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 8 (6).

11. HANDELSREISIGERS EN KOMMISSIEWERK

(1) 'n Handelsreisiger wat volgens ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat daar met sodanige werk 'n aanvang gemaak word, deur sy werkgewer voorsien word van 'n ware afskrif van sodanige ooreenkoms of 'n staat waarin die bepalings van sodanige ooreenkoms vermeld word, wat die volgende moet insluit:

(a) die kommissieskaal of -skale en die voorwaardes waarop hy daarop geregtig word;

(b) die dag van die week of maand waarop kommissie wat verdien is, verskuldig en betaalbaar is;

(c) die gebied waarin die handelsreisiger moet of mag werk;

(d) die minimum en maksimum bestellings, afsonderlik, weekliks of maandeliks, indien daar is, wat die werkgewer bereid is om aan te neem; en

(e) die dag waarop eise ingedien word vir kommissie ten opsigte van bestellings wat voor die beëindiging van die dienskontrak deur die werkgewer aanvaar is: Met dien verstande dat sodanige betaaldag moet plaasvind voor of op die 15de dag van die kalendermaand wat volg op die maand waarin diens beëindig is.

(2) Die bepalings van die ooreenkoms wat in subklousule (1) bedoel word, mag vir die handelsreisiger nie minder gunstig wees as die bepalings van hierdie Ooreenkoms nie: Met dien verstande dat die datum van betaling van die besoldiging van 'n handelsreisiger wat kommissiewerk verrig in ooreenstemming moet wees met die ooreenkoms wat in subklousule (1) bedoel word en dat die bepalings van klousule 5 (1) van hierdie Ooreenkoms nie op sodanige betaling van toepassing is nie.

(3) Behoudens klousule 5 (7), moet 'n werkgewer sy handelsreisiger wat vir 'n tydperk kommissiewerk verrig, besoldig teen die skaal waarop hulle gesamentlik ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat deur die werkgewer aanvaar is, hy sodanige handelsreisiger minstens die maandeloon moet betaal wat in klousule 4 vir 'n handelsreisiger met sy ondervinding voorgeskryf is ten opsigte van elke maand waarin kommissiewerk verrig word.

(4) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk te kanselleer of in verband met 'n wysiging daarvan te onderhandel, moet minstens een week voor die tyd skriftelik daarvan kennis gee.

12. UNIFORMS EN OORPAKKE

'n Werkgewer moet uniforms en oorpakke gratis verskaf en dit in 'n skoon en behoorlike toestand hou en dit bly die eiendom van die werkgewer.

13. DIENSSERTIFIKAAT

(1) 'n Werkgewer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, sodanige werknemer van 'n dienssertifikaat voorsien waarin die volle naam en adres van die werkgewer en die werknemer, die aard van die diens, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan, en die besoldiging wat by sodanige aanvang en beëindiging betaal is, vermeld word. 'n Kopie van sodanige sertifikaat moet op die dag wanneer dit uitgereik word, aan die Sekretaris van die Raad gestuur word.

(2) 'n Werkgewer moet, voordat hy 'n aansoeker as 'n werknemer graad I in diens neem, van sodanige aansoeker vereis om 'n dienskaart uitgereik deur die Raad in die vorm van Aanhangsel B van hierdie Ooreenkoms, voor te lê: Met dien verstande dat in die geval van persone wat nog nie tevore in die Nywerheid in Transvaal in diens was nie, 'n tydperk van sewe dae mag verloop voordat daar van die werknemer vereis word om die kaart voor te lê. Die werkgewer moet, onmiddellik nadat hy sodanige kaart ontvang het, die naam van sy fabriek, die beroep van die werknemer, die datum van indiensneming en die loon by indiensneming daarop invul. Wanneer diens beëindig word, moet die werkgewer die datum van diensbeëindiging, die loon betaalbaar by diensbeëindiging en die totale tydperk wat die werknemer in sy diens was, daarop invul. Die kaart aan die werknemer terugbesorg en die Raad terselfdertyd van 'n kopie van die dienssertifikaat voorsien.

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

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

15. EXEMPTIONS

(1) The Council may, in terms of section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

(2) The Council shall fix in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

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

- (a) the full name of the person concerned;
 - (b) the provisions of this Agreement from which such exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemptions shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of every licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct the amounts which are set out hereunder from the wages of each of his employees:

- (a) Weekly-paid employees, 0,15c per week;
- (b) monthly-paid employees, 0,65c per month.

(2) To the aggregate amounts so deducted the employer shall add an equal amount, and shall forward, under cover of a form prescribed by the Council from time to time, by not later than the 15th day of the month following the month in respect of which the deductions were made, the total sum to the Secretary of the Industrial Council at the address P.O. Box 4581, Johannesburg, 2000, or any such other address as the Council may notify the employer in writing.

17. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between employer and employee, stipulating for a period of notice in excess of that provided for herein;

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

(2) In the event of an employer or an employee failing to give notice as prescribed in subclause (1) hereof, the employer shall pay or the employee shall forfeit—

- (a) in the case of a weekly-paid employee, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination; and
- (b) in the case of a monthly-paid employee, an amount equal to double the weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in subclause (2) the employer shall be entitled to recover such amount from other benefits, if any, which were in the process of accrual to such employee at the time of his desertion; and for the purposes of this subclause, any payment which may be due to an employee in terms of clause 8 (4) of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) (a) The notice referred to in subclause (1) shall not run concurrently with—

- (i) annual leave granted in terms of clause 8;
- (ii) any period of absence during which an employee is rendering military service in pursuance of the Defence Act, 1957.

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

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

15. VRYSTELLINGS

(1) Die Raad kan ingevolge artikel 51 (3) van die Wet om 'n afdoende rede aan of ten opsigte van enige persoon vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling geldig is, ten opsigte van enige persoon aan wie vrystelling verleen word, vasstel: Met dien verstande dat die Raad, na goeëdunke, nadat hy een week skriftelik kennis aan die betrokke persoon gegee het, 'n vrystellingsertifikaat kan intrek.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van hierdie Ooreenkoms waarvan sodanige vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word; en
 - (d) die tydperk wat sodanige vrystelling van krag sal wees.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, hou; en
 - (c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

16. UITGAWES VAN DIE RAAD

(1) Om die uitgawes van die Raad te bestry, moet elke werkgewer die bedrae soos hieronder uiteengesit van die lône van elkeen van sy werknemers aftrek:

- (a) Weeklikse besoldigde werknemers, 0,15c per week;
- (b) maandeliks besoldigde werknemers, 0,65c per maand.

(2) By die totaal van die bedrae aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag, vergesel van 'n vorm wat die Raad van tyd tot tyd voorskryf, voor of op die 15de dag van die maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is, stuur aan die Sekretaris van die Nywerheidsraad by Posbus 4581, Johannesburg, 2000, of by dié ander adres waarvan die Raad die werkgewers skriftelik in kennis stel.

17. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regsgeldige rede te beëindig; of
- (b) die bepalings van 'n skriftelike ooreenkoms tussen werkgewer en werknemer, waarin 'n diensopseggingstydperk langer as dié waarvoor hierin voorsiening gemaak word, bepaal word;

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

(2) Ingeval 'n werkgewer of 'n werknemer in gebreke bly om kennis te gee soos in subklousule (1) hiervan voorgeskryf, moet die werkgewer die volgende betaal of moet die werknemer die volgende verbeur:

- (a) In die geval van 'n werknemer wat weekliks besoldig word, 'n bedrag gelyk aan die volle weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; en
- (b) in die geval van 'n werknemer wat maandeliks besoldig word, 'n bedrag gelyk aan dubbel die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien geld wat deur die werkgewer aan 'n werknemer in die vorm van loon verskuldig is, minder is as die volle verbeurde bedrag wat in subklousule (2) bedoel word, sodanige bedrag af te trek van ander voordele (as daar is), wat by diensverlating vir dié werknemer aan die oploop was; en by die toepassing van hierdie subklousule moet betaling wat 'n werknemer inevolke klousule 8 (4) van hierdie Ooreenkoms toekom, ook geag word 'n voordeel te wees wat aan die oploop is.

(4) (a) Die kennisgewing wat in subklousule (1) bedoel word, mag nie saamval nie met—

- (i) jaarlikse verlof ingevolge klousule 8 toegestaan;
- (ii) 'n tydperk van afwesigheid waarin 'n werknemer militêre diens kragtens die Verdedigingswet, 1957, verrig.

(b) An employer shall not terminate the employment of an employee during the first two months of such employee's incapacitation for work, if such incapacitation is not owing to wilfulness or misconduct: Provided that, after the expiration of two months of incapacity for work, the employer may terminate such employee's services without notice.

(5) The notice referred to in subclause (1) shall be given—

(a) in the case of a weekly-paid employee, on any working day of the week; and

(b) in the case of a monthly-paid employee, on any working day of the month.

18. ORGANISATION OF EMPLOYEES

(1) An employer shall permit trade union officials admission to factory grounds and/or rest rooms, or, where no such grounds or rest rooms are available, entrance to his establishment, for the purpose of carrying on trade union organisation.

(2) Provided the trade unions have a minimum of four members in an establishment, they shall be entitled to appoint one shopsteward to represent every 50 members (or part thereof). Every accredited shopsteward shall be granted four days' paid leave of absence in every period of 12 months for the purpose of attending trade union courses or seminars designated to improve his effectiveness as trade union representative: Provided that the necessary arrangements have been made with and accepted by the employer at least 14 days prior to the commencement of such courses or seminars.

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

20. AGENTS

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement.

(2) It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and examine such documents, books, wage sheets, pay envelopes and pay tickets, and to interview alone without intimidation such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

21. NOTICES TO BE EXHIBITED

Every employer shall affix and keep affixed in his establishment and in a conspicuous place where they are readily accessible to his employees—

(a) the *Government Gazette* in which this Agreement is published; and

(b) a schedule of the hours of work in his establishment, setting out the particulars specified in Annexure C to this Agreement.

22. INSURANCE OF EMPLOYEES' PERSONAL EFFECTS

Every employer shall insure and keep insured with a well-established and reputable fire insurance company each and every one of his employees for whom wages and conditions of employment are prescribed in this Agreement against the loss of or damage to his clothing and personal effects caused by fire upon the premises of the employer, such loss or damage arising out of each such fire for the purpose of such insurance to be limited to R50 in respect of each employee.

23. ULTRA VIRE

In the event of a portion of this Agreement being found inoperative or *ultra vires*, the remainder of the Agreement shall not be affected and shall constitute the Agreement.

24. SOUTH AFRICAN CHEMICAL FOUNDATION

(1) The Council having been advised of the establishment of the South African Chemical Foundation (inaugurated by the Transvaal Chemical Manufacturers' Association and hereinafter referred to as the "Chemical Foundation"), hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Chemical Foundation, the collection of contributions in accordance with the procedure detailed in this clause.

(2) Subject to the provisions of subclause (3), every employer shall not later than the 15th day of each month forward to the Secretary of the Council, together with a statement in the form prescribed by the Council, a contribution to the Chemical Foundation in respect of each of his employees to whom this Agreement applies, other than casual employees, calculated as follows:

(a) In respect of employees paid weekly—

4c for each of his employees;

(b) in respect of employees paid monthly—

18c for each of his employees.

(b) 'n Werkgewer mag nie die diens van 'n werknemer gedurende die eerste twee maande van sodanige werknemer se ongeskiktheid om te werk beëindig as sodanige ongeskiktheid nie te wyte is aan opsetlikheid of wangedrag nie: Met dien verstande dat die werkgewer sodanige werknemer se dienste sonder kennisgewing kan beëindig na verloop van twee maande se ongeskiktheid om te werk.

(5) Die kennisgewing wat in subklousule (1) bedoel word, moet soos volg geskied:

(a) In die geval van 'n werknemer wat weekliks besoldig word, op enige werkdag van die week; en

(b) in die geval van 'n werknemer wat maandeliks besoldig word, op enige werkdag van die maand.

18. WERKNEMERSORGANISASIE

(1) 'n Werkgewer moet vakverenigingsbeamptes toelaat om die fabrieksterrein en/of ruskamers te betree, of, waar geen sodanige terrein of ruskamers beskikbaar is nie, toegang tot sy bedryfsinrigting verleen om vakverenigingsorganisasiewerk te doen.

(2) Mits die vakverenigings minstens vier lede in 'n bedryfsinrigting het, is hulle geregtig om een werkwinkelverteenvoordiger aan te stel om elke 50 lede (of 'n gedeelte daarvan) te verteenwoordig. Elke erkende werkwinkelverteenvoordiger moet vier dae verlof met besoldiging in elke 12 maande toegestaan word om kursusse of seminare van die vakvereniging by te woon met die doel om sy doeltreffendheid as vakverenigingverteenvoordiger te verbeter: Met dien verstande dat die nodige reëlings getref word met en aanvaar word deur die werkgewer minstens 14 dae voor die aanvang van sodanige kursusse of seminare.

19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet hul werknemers wat verteenwoordigers in die Raad is, alle fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

20. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom by te staan by die uitvoering van hierdie Ooreenkoms.

(2) Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting te betree en om sodanige navrae te doen en sodanige stukke, boeke, loonstate, loonkoevertes en loonkaartjies te ondersoek, en om 'n onderhoud alleen en sonder intimidasie te voer met sodanige persone as wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word.

21. KENNISGEWING WAT VERTOON MOET WORD

Elke werkgewer moet die volgende in 'n opvallende plek in sy bedryfsinrigting opklap en opgeklap hou waar dit gereedlik vir sy werknemers toeganklik is:

(a) Die *Staatskoerant* waarin hierdie Ooreenkoms gepubliseer is; en

(b) 'n rooster van die werkure in sy bedryfsinrigting, wat die besonderhede gespesifiseer in Aanhangsel C van hierdie Ooreenkoms vermeld.

22. VERSEKERING VAN WERKNEMERS SE PERSOONLIKE BESITTINGS

Elke werkgewer moet elkeen van sy werknemers vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word, by 'n gevestigde en betroubare brandversekeringsmaatskappy verseker en verseker hou teen die verlies van of skade aan sy klere en persoonlike besittings wat deur brand op die perseel van die werkgewer veroorsaak word, en vir die doel van sodanige versekering moet verlies of skade as gevolg van elke sodanige brand tot R50 ten opsigte van elke werknemer beperk word.

23. ULTRA VIRE

Ingeval daar bevind word dat 'n gedeelte van hierdie Ooreenkoms nie van krag is nie of *ultra vires* is, word die res van die Ooreenkoms nie daardeur geraak nie en maak dit die Ooreenkoms uit.

24. SUID-AFRIKAANSE CHEMIESE STIGTING

(1) Nademaal die Raad verwittig is van die instelling van die Suid-Afrikaanse Chemiese Stigting (in die lewe geroep deur die Transvaal Chemical Manufacturers' Association en hierna die "Chemiese Stigting" genoem), verleen hy hierby magtiging vir die invordering van bydraes ooreenkomstig die prosedure in hierdie klousule voorgeskryf, ten einde uitvoering te gee aan die oogmerke uiteengesit in die konstitusie van genoemde Chemiese Stigting.

(2) Behoudens subklousule (3), moet elke werkgewer voor of op die 15de dag van elke maand, ten opsigte van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, uitgesonderd los werknemers, 'n bydrae tot die Chemiese Stigting, bereken soos hieronder vermeld, saam met 'n opgawe in die vorm voorgeskryf deur die Raad, aan die Sekretaris van die Raad stuur:

(a) Ten opsigte van werknemers wat weekliks besoldig word—4c vir elkeen van sy werknemers;

(b) ten opsigte van werknemers wat maandeliks besoldig word—18c vir elkeen van sy werknemers.

(3) No payment shall be made in respect of a weekly-paid employee for any week in which he is employed for less than eight hours. The normal monthly contribution payable in respect of a monthly-paid employee shall be reduced by 4c in the case of an employee referred to in subclause (2) (b), for any week in that month during which the employee is employed for less than eight hours.

(4) The total amount of contributions collected by the Council in accordance with the provisions of subclause (2), less such a collection fee as may be determined by the Transvaal Chemical Manufacturers' Association and the Council, shall be paid to the Transvaal Chemical Manufacturers' Association not later than the 15th day of the month following that during which the contributions are received. The collection fee shall accrue to the general funds of the Council.

(5) Copies of the constitution and of all audited annual accounts and balance sheets of the Chemical Foundation shall be lodged with the Council and with the Director-General, Department of Manpower. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

25. ADMINISTRATION OF THE AGREEMENT

(1) The Council shall be the body entrusted with the administration of the Agreement and may appoint such subcommittees as it may deem necessary or desirable.

(2) In particular, the Council shall appoint a Disputes Subcommittee comprising one representative from each party.

(3) The Council shall clearly define the duties and responsibilities of all subcommittees appointed in terms of this clause.

This Agreement signed at Johannesburg, on behalf of the parties, this 22nd day of October 1984.

H. SCHUBERT, Chairman of the Council.

D. TAU, Vice-Chairman of the Council.

M. B. SPOWART, Secretary of the Council.

ANNEXURE A

[Clause 5 (3)]

INDUSTRIAL COUNCIL FOR THE TRANSSVAAL CHEMICAL MANUFACTURING INDUSTRY

Name of employer

Name of employee Occupation No.

Date of pay-day R

Ordinary hours (..... hours)

Overtime hours @ per hour.....

Overtime hours @ per hour.....

Annual holiday leave

Payment in lieu of notice

Less: Authorised deductions: R

P.A.Y.E.

Industrial Council Levies

Sick Benefit Fund contributions

Unemployment Insurance

Trade union fees

Other

Net amount of pay enclosed

ANNEXURE B

[Clause 13 (2)]

Surname First name Reg. No.

Address

New address

(3) In die geval van 'n werknemer wat weekliks besoldig word, moet niks betaal word te opsigte van 'n week waarin hy minder as agt uur gewerk het nie. Die gewone maandelikse bydrae betaalbaar ten opsigte van 'n werknemer wat maandeliks besoldig word, moet in die geval van 'n werknemer in subklousule (2) (b) bedoel met 4c verminder word ten opsigte van 'n week wat hy gedurende daardie maand minder as agt uur in diens was.

(4) Die totale bedrag van die bydraes deur die Raad ingevorder ooreenkomstig subklousule (2), min dié invorderingsgeld wat die Transvaal Chemical Manufacturers' Association en die Raad bepaal, moet voor of op die 15de dag van die maand wat volg op die maand waarin die bydraes ontvang is, aan die Transvaal Chemical Manufacturers' Association betaal word. Die invorderingsgeld kom die algemene fondse van die Raad toe.

(5) Kopieë van die konstitusie en van alle geouditeerde jaarrekenings en balansstate van die Chemiese Stigting moet by die Raad en die Direkteur-generaal, Departement van Mannekrag, ingedien word. Vir die toepassing van hierdie subklousule omvat die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

25. ADMINISTRASIE VAN OOREENKOMS

(1) Die Raad is die liggaam aan wie die administrasie van die Ooreenkoms toevertrou is en kan sodanige subkomitees aanstel as wat hy goed-dink of wenslik ag.

(2) Die Raad moet veral 'n Dispuut-subkomitee aanstel bestaande uit een verteenwoordiger van elke party.

(3) Die Raad moet die pligte en verantwoordelikhede van alle subkomitees wat ooreenkomstig hierdie klousule aangestel is, duidelik omskryf.

Hierdie Ooreenkoms is namens die partye op hede die 22ste dag van Oktober 1984 te Johannesburg onderteken.

H. SCHUBERT, Voorsitter van die Raad.

D. TAU, Ondervoorsitter van die Raad.

M. B. SPOWART, Sekretaris van die Raad.

AANHANGSEL A

[Klousule 5 (3)]

NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID, TRANSSVAAL

Naam van werkgewer

Naam van werknemer Beroep No.

Betaaldagdatum

R

Gewone ure (.....uur)

Oortyduur @..... per uur

.....uur @..... per uur

Jaarlikse vakansieverlof

Besoldiging in plaas van kennisgewing

Min: Gemagtigde aftrekkings: R

L.B.S.

Nywerheidsraadheffings

Bydraes tot Siektebystandsfonds

Werkloosheidsversekering

Vakvereniginggelde

Ander

Netto bedrag van besoldiging ingesluit

AANHANGSEL B

[Klousule 13 (2)]

Familiennaam Voornaam Reg. No.

Adres

Nuwe adres

ANNEXURE C
HOURS OF WORK

Day	Commence work	Interval (10 minutes)		Meal interval		Interval (10 minutes)		Cease work	Total daily hours
		From	To	From	To	From	To		
Monday.....	h	h	h	h	h	h	h	h	
Tuesday									
Wednesday.....									
Thursday									
Friday									

TOTAL WEEKLY HOURS.....

AANHANGSEL C
WERKURE

Dag	Begin werk	Pouse (10 minute)		Etenspouse		Pouse (10 minute)		Hou op werk	Totaal daaglikse ure
		Van	Tot	Van	Tot	Van	Tot		
Maandag	h	h	h	h	h	h	h	h	
Dinsdag.....									
Woensdag.....									
Donderdag.....									
Vrydag.....									

TOTAAL WEEKLIKSE URE.....

ANNEXURE D

[Clause 4 (4)]

DIFFERENTIAL WAGES BOOK

Week ending..... Name

Operation	Time started		Time finished		Time total		Rate	Wages payable		Initials		Day	Remarks
	Hrs.	Mins.	Hrs.	Mins.	Hrs.	Mins.		R	c	Foreman	Employee		

TOTAL WAGES EARNED..... R

This book must be entered in indelible pencil.
Foreman and employee must sign for actual time worked on each operation.

RECORD OF EXPERIENCE

As at 19..... Years..... Months..... Minimum wage.....

Name of factory	Date of engagement	Occupation	Wage	Date of leaving	Wage	Period

On engagement, this card must be handed to the employer, who must fill in the first four columns. When employment is terminated, the employer must fill in the last three columns and return the card to the employee, at the same time furnishing the Council with a copy of the certificate of service.

Signature of employee.....

VERSLAG VAN ONDERVINDING

Soos op 19..... Jaar Maande Minimum loon

Naam van fabriek	Datum van indiens-neming	Beroep	Loon	Datum van uitdiens-treding	Loon	Tydperk

Wanneer 'n werknemer in diens geneem word, moet hierdie kaart oorhandig word aan die werkgewer wat die eerste vier kolomme moet invul. Wanneer diens beëindig word, moet die werkgewer die laaste drie kolomme invul en die kaart aan die werknemer teruggee, en terselfdertyd 'n afskrif van die dienssertifikaat aan die Raad verskaf.

Handtekening van werknemer.....

AANHANGSEL D

[Klousule 4 (4)]

BOEK VIR DIFFERENSIËLE LONE

Week eindigende..... Naam

Werkzaamheid	Tyd begin		Tyd voltooi		Totale tyd		Loon- skaal	Loon betaalbaar		Paraaf		Dag	Opmerkings
	Uur	Min.	Uur	Min.	Uur	Min.	Per uur	R	c	Voorman	Werknemer		

TOTALE LOON VERDIEN R

Hierdie boek moet in inkpotlood ingevul word.

Voorman en werknemer moet teken vir die werklike tyd wat aan elke werkzaamheid bestee is.

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