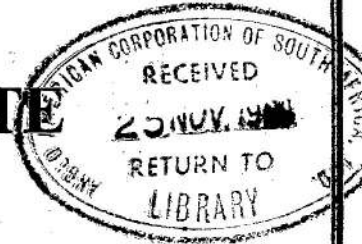




REPUBLIC OF SOUTH AFRICA
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21 NOVEMBER

[No. 2565

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 3785 21 November 1969
INDUSTRIAL CONCILIATION ACT, 1956

PULP AND PAPER MANUFACTURING INDUSTRY.—AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Pulp and Paper Manufacturing Industry, shall be binding from 1 December 1969 and for the period ending 30 November 1973 upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 18 and 20, shall be binding from 1 December 1969 and for the period ending 30 November 1973, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and from 1 December 1969 and for the period ending 30 November 1973, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 18 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—46697

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 3785 21 November 1969
WET OP NYWERHEIDSVERSOENING, 1956

PULP- EN PAPIERVERVAARDIGINGSNYWERHEID.—OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Pulp- en Papiervervaardigingsnywerheid betrekking het, vanaf 1 Desember 1969 en vir die tydperk wat op 30 November 1973 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 18 en 20, vanaf 1 Desember 1969 en vir die tydperk wat op 30 November 1973 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 18 en 20, vanaf 1 Desember 1969 en vir die tydperk wat op 30 November 1973 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1—2565

SCHEDULE

INDUSTRIAL COUNCIL FOR PULP AND PAPER
MANUFACTURING INDUSTRY

AGREEMENT

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

The Association of Pulp, Paper and Board Manufacturers of South Africa

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

Amalgamated Engineering Union of South Africa,
Amalgamated Society of Woodworkers of South Africa,
S.A. Boilermakers', Iron and Steel Workers' and Shipbuilders' and Welders' Society, and
S.A. Electrical Workers' Association

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

being parties to the Industrial Council for the Pulp and Paper Manufacturing Industry.

1. SCOPE OF APPLICATION

(a) The terms of this Agreement shall be observed throughout the Republic of South Africa by the employers who are members of the employers' organisation and who are engaged in the Pulp and Paper Manufacturing Industry, and by all employees who are members of the trade unions, and who are employed in that industry, but shall not apply to clerical employees other than factory clerks and tally clerks.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in this Agreement and to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 37 of 1944, as amended, or any contract entered into or deemed to be entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force until 30 November 1973, or for such period as may be determined by the Minister.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in the Act. A reference to an Act shall include any amendments of such Act and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"additive preparer" means an employee who prepares and/or mixes additives used in the production of paper, board, tissue or felt base paper;

"air compressor attendant" means an employee who attends to the operation of air compressors;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition skilled artisan means a person who is regarded as a qualified artisan in terms of the Apprenticeship Act, 1944, as amended from time to time, or who is in possession of a certificate under Act 38 of 1951, or who has qualified under the Walker Arbitration award of 1943, or who is in possession of a certificate issued by the Council;

"assistant foreman" means an employee who, under supervision of a foreman, performs the duties of a foreman and who may act for him in his absence;

"average" means for the purpose of the definitions of a paper machine, Class 1, Class 2 or Class 3, the total production of such paper machine for 3 successive months divided by the number of calendar days in such 3 months;

"baler" means an employee who bales materials by means of a power baling machine and who may also weigh and mark the bales;

"blacksmith's striker" means an employee who assists a blacksmith in the operation of a steam hammer;

"black liquor evaporator operator" means an employee who operates, controls and adjusts a black liquor evaporator;

"bleach liquor operator" means an employee who is responsible for and who operates plant for manufacturing bleach liquor;

BYLAE

NYWERHEIDSRAAD VIR DIE PULP- EN PAPIER-
NYWERHEID

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan deur

The Association of Pulp, Paper and Board Manufacturers of South Africa

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

Amalgamated Engineering Union of South Africa;

Amalgamated Society of Woodworkers of South Africa;

S.A. Boilermakers', Iron and Steel Workers', and Ship Builders' and Welders' Society, en

S.A. Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Pulp- en Papier-nywerheid.

1. TOEPASSINGSBESTEK

(a) Die bepalings van hierdie Ooreenkoms moet oor die hele Republiek van Suid-Afrika nagekom word deur werkgewers wat lede van die werkgewersorganisasie is en wat by die Pulp- en Papiernywerheid betrokke is, en deur alle werknemers wat lede van die vakverenigings is en in daardie nywerheid in diens is, maar is nie op klerke, uitgesonderd fabrieksklerke en kontroleklerke, van toepassing nie.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en op vakleerlinge vir sover dit nie strydig is nie met die bepalings van die Wet op Vakleerlinge, No. 37 van 1944, soos gewysig, of met 'n kontrak aangegaan of wat geag word aangegaan te wees, of voorwaardes wat ingevolge daarvan vasgestel is.

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet mag vasstel en bly van krag tot en met 30 November 1973 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in die Wet. Verwysings na 'n wet sluit alle wysigings van dié wet in en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

"bymiddelbereider" 'n werknemer wat bymiddels voorberei en/of meng wat gebruik word by die vervaardiging van papier, bord, sneespapier of viltbasispapier;

"lugkompressorbediener" 'n werknemer wat lugkompressors bedien;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordoms krywing beteken geskoolde ambagsman iemand wat kragtens die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, geag word 'n geskoolde ambagsman te wees of wat in besit is van 'n sertifikaat kragtens Wet 38 van 1951, of wat kragtens die Walker-arbitrasietoekenning van 1943 gekwalifiseer het, of wat in besit is van 'n sertifikaat wat deur die Raad uitgereik is;

"assistent-voorman" 'n werknemer wat onder toesig van 'n voorman die pligte van 'n voorman nakom en wat namens hom tydens sy afwesigheid mag optree;

"gemiddelde", vir die toepassing van die omskrywing van 'n papiermasjien, klas 1, 2 of 3, die totale produksie van so 'n papiermasjien vir drie agtereenvolgende maande, gedeel deur die getal kalenderdae in dié drie maande;

"baalmaker" 'n werknemer wat materiaal baal deur middel van 'n kragbaalmasjien en wat ook die bale mag weeg en merk;

"grofsmid se voorslaner" 'n werknemer wat 'n grofsmid help met die bediening van 'n stoomhamer;

"operateur van houtloogverdamer" 'n werknemer wat 'n houtloogverdamer bedien, beheer en stel;

"operateur van bleikloogmasjien" 'n werknemer wat verantwoordelik is vir 'n installasie vir die maak van bleikloog en dit bedien;

"board" for the purpose of the definitions of occupations included herein means all products of a vat or combination vat/fourdrinier machine including felt base paper made on a fourdrinier machine, but excluding tissue and fibre board;

"board cutterman" means an employee who operates and adjusts a board cutting machine which cuts board into sheets of a specified size;

"board dryerman" means an employee who operates the dry end of a board machine;

"board guillotineman" means an employee who operates and adjusts a guillotine which cuts and trims board into sheets of a specified size;

"board laminating machine operator" means an employee who is responsible for and who operates and controls a machine producing laminates of which at least one component is board;

"board machineman, Class 1," means an employee who is responsible for and who operates a continuous vat machine or a combination vat/fourdrinier machine, and who may supervise personnel other than those normally supervised by a board machineman;

"board machineman, Class 2," means an employee who is responsible for and who operates a continuous vat machine or a combination vat/fourdrinier machine or a fourdrinier machine producing mainly felt base paper;

"board off-machine coating plant operator, Class 1," means an employee who is responsible for and who operates and adjusts an off-machine plant for the coating of board;

"board off-machine coating plant operator, Class 2," means an employee who, under supervision, operates and adjusts an off-machine plant for the coating of board;

"board plant operator" means an employee who is responsible for the preparation of fibrous material and its conversion into board or fibre board on a machine producing a non-continuous sheet, and the supervision of the finishing processes;

"board reelerman" means an employee who operates and adjusts a board slitter-reeler machine;

"board stock preparation operator, Class 1," means an employee who is responsible for and who operates equipment for the preparation of stock for the manufacture of board and who is responsible for the preparation and dosing of additives;

"board stock preparation operator, Class 2," means an employee other than a repulper attendant who, under supervision, operates a section of the equipment falling under the responsibility of a board stock preparation operator, Class 1;

"board super calender operator, Class 1," means an employee who is responsible for and who operates a super calender for board;

"board super calender operator, Class 2," means an employee who, under supervision, operates a super calender for board;

"boiler attendant, Class 1," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of 100,000 lb of steam per hour or more and operating at a pressure of 400 lb per square inch or more and who may stoke, draw, rake or slice the fire(s) in such plant;

"boiler attendant, Class 2," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of 100,000 lb of steam per hour or more and operating at a pressure of less than 400 lb per square inch and who may stoke, draw rake or slice the fire(s) in such plant;

"boiler attendant, Class 3," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of 60,000 lb or more but less than 100,000 lb of steam per hour, and operating at a pressure of 400 lb per square inch or more and who may stoke, draw, rake or slice the fire(s) in such plant;

"boiler attendant, Class 4," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of 60,000 lb or more but less than 100,000 lb of steam per hour, and operating at a pressure of less than 400 lb per square inch and who may stoke, draw, rake or slice the fire(s) in such plant;

"boiler attendant, Class 5," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of less than 60,000 lb of steam per hour and operating at a pressure of 400 lb per square inch or more and who may stoke, draw, rake or slice the fire(s) in such plant;

"boiler attendant, Class 6," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of less than 60,000 lb of steam per hour and operating at a pressure of less than 400 lb per square inch and who may stoke, draw, rake or slice the fire(s) in such plant;

"bord", vir die toepassing van die omskrywing van beroepe hierin vervat, alle produkte van 'n kuip of 'n saamgestelde kuip/Fourdriniermasjien, met inbegrip van viltbasispapier wat op 'n Fourdriniermasjien gemaak is, maar uitgesonderd sneespapier en veselbord;

"bordsnyerbediener" 'n werknemer wat 'n bordsnyer, wat bord in velle van vasgestelde grootte sny, bedien en stel;

"borddroër" 'n werknemer wat die droogkant van 'n bordmasjien bedien;

"bordguillotinebediener" 'n werknemer wat 'n guillotine, wat bord in velle van vasgestelde grootte sny en regsnij, bedien en stel;

"operateur van bordlamelleermasjien" 'n werknemer wat verantwoordelik is vir 'n masjien wat lamelle lewer waarvan minstens een deel uit bord bestaan, en wat dié masjien bedien en beheer;

"bordmasjienbediener, klas 1" 'n werknemer wat verantwoordelik is vir 'n kontinue kuipmasjien of 'n saamgestelde kuip/Fourdriniermasjien en dit bedien, en wat toesig mag hou oor personeel, uitgesonderd dié wat gewoonlik onder toesig van 'n bordmasjienbediener staan;

"bordmasjienbediener, klas 2" 'n werknemer wat verantwoordelik is vir 'n kontinue kuipmasjien of 'n saamgestelde kuip/Fourdriniermasjien of 'n Fourdriniermasjien wat hoofsaaklik viltbasispapier maak, en dit bedien;

"operateur van nabestrykingsinstallasie vir bord, klas 1" 'n werknemer wat verantwoordelik is vir 'n nabestrykingsinstallasie vir die bestryking van bord, en wat dit bedien en stel;

"operateur van nabestrykingsinstallasie vir bord, klas 2" 'n werknemer wat onder toesig 'n nabestrykingsinstallasie vir die bestryking van bord bedien en stel;

"operateur van bordinstallasie" 'n werknemer wat verantwoordelik is vir die bereiding van veselagtige materiaal en die omsetting daarvan in bord of veselbord op 'n masjien wat 'n nie-deurlopende vel lewer, en vir die toesig oor die afwerkproses;

"bordoprollerbediener" 'n werknemer wat 'n bordsnyoproller bedien en stel;

"bordmengselbereider, klas 1" 'n werknemer wat verantwoordelik is vir uitrusting vir die bereiding van mengsel vir die vervaardiging van bord en wat dié uitrusting bedien, en wat verantwoordelik is vir die bereiding en meng van bymiddels;

"bordmengselbereider, klas 2" 'n werknemer, uitgesonderd 'n herverpulperbediener, wat onder toesig 'n deel van die uitrusting bedien waarvoor 'n bordmengselbereider, klas 1 verantwoordelik is;

"operateur van superbordkalender, klas 1" 'n werknemer wat verantwoordelik is vir 'n superbordkalender vir bord en dit bedien;

"operateur van superbordkalender, klas 2" 'n werknemer wat onder toesig 'n superbordkalender vir bord bedien;

"ketelbediener, klas 1" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingeskakelde vermoë van 100,000 lb stoom per uur of meer en wat teen 'n druk van 400 lb per vierkante duim of meer werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer;

"ketelbediener, klas 2" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingeskakelde vermoë van 100,000 lb stoom per uur of meer en wat teen 'n druk van minder as 400 lb per vierkante duim werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer;

"ketelbediener, klas 3" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingeskakelde vermoë van 60,000 lb of meer maar minder as 100,000 lb stoom per uur en wat teen 'n druk van 400 lb per vierkante duim of meer werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer;

"ketelbediener, klas 4" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingeskakelde vermoë van 60,000 lb of meer maar minder as 100,000 lb stoom per uur en wat teen 'n druk van minder as 400 lb per vierkante duim werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer;

"ketelbediener, klas 5" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingeskakelde vermoë van minder as 60,000 lb stoom per uur en wat teen 'n druk van 400 lb per vierkante duim of meer werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer;

"ketelbediener, klas 6" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingeskakelde vermoë van 60,000 lb stoom per uur en wat teen 'n druk van minder as 400 lb per vierkante duim werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer;

"boss boy/leading hand" means an employee who is in charge of a group of labourers;

"brine preparation operator" means an employee who is responsible for the preparation and testing of brine, soda and/or cathodic liquor;

"carton stitcher" means an employee engaged in folding and stitching standard sizes of cardboard or corrugated board sections on a mechanically operated stitching machine to form a carton for packing paper, etc., for despatch;

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

"cathodic liquor evaporator operator" means an employee who operates, controls and adjusts cathodic liquor evaporators and ancillary equipment;

"causticising plant operator" means an employee who operates plant for the conversion of green liquor to caustic soda and the clarification thereof;

"cell maintenance and graphite preparation operator" means an employee who is responsible for and who maintains electrolytic cells and who prepares and assembles the graphite anodes in such cells;

"chauffeur" means an employee who is engaged in driving a motor vehicle designed to carry passengers and used for the conveyance of his employer, personnel, clients or visitors and who may carry out errands;

"chemical technician" means an employee engaged in inaugurating, governing, supervising or carrying out tests of raw materials, manufactured products and effluents, and interpreting the data derived from such tests;

"chipper operator, Class 1," means an employee who is responsible for, and who operates and adjusts plant for the conversion of wood into chips;

"chipper operator, Class 2," means an employee who loads, starts and stops a machine for the conversion of wood into chips;

"chlorine cylinder filling operator" means an employee who is responsible for the cleaning, preparation for filling with liquid chlorine, filling, and the final inspection, when full, of cylinders or other containers;

"chlorine cylinder filling operator's helper" means an employee who helps a chlorine cylinder filling operator in the reconditioning of chlorine cylinder valves;

"chlorine dioxide generating plant operator" means an employee who is responsible for and who controls and adjusts the operation of electrolytic cells and plant for the production of chlorine dioxide;

"clay plant operator" means an employee who operates equipment for the refining of crude clay and the preparation of clay slurry;

"clay plant attendant" means an employee who operates equipment for the preparation of clay slurry from refined clay;

"cook" means an employee who prepares and cooks meals;

"core cutter" means an employee who cuts reel centre cores to predetermined lengths by hand or machine;

"core winding operator" means an employee who operates a core winding machine and who may varnish the finished cores;

"Council" means the Industrial Council for the Pulp and Paper Manufacturing Industry;

"crane driver" means an employee who drives a power-driven, cab operated, overhead crane in a wood stockyard;

"day" means the period of 24 hours from midnight to midnight, provided that in the case of shift workers, it shall mean the period of 24 hours, reckoned from the time an employee commences work;

"debarker attendant" means an employee who operates equipment for the final debarking and cleaning of logs;

"defibrator operator" means an employee who operates machinery for the conversion of wood chips into wood fibre used in the manufacture of felt base paper;

"digester operator, batch," means an employee who is responsible for the operation of and who operates batch digesters and ancillary equipment in the preparation of pulp, excluding semi-chemical pulp;

"digester operator, continuous," means an employee who is responsible for the operation of and who operates continuous digesters and ancillary equipment in the continuous preparation of pulp, excluding semi-chemical pulp;

"effluent disposal attendant" means an employee who attends to the disposal of effluent;

"electrolytic plant operator" means an employee who is responsible for and who controls and adjusts the operation of electrolytic cells and plant for the production of chlorine and caustic soda from salt and who tests cathodic liquor;

"emergency work" means any work which owing to unforeseen or unavoidable causes such as fire, storm, epidemic, act of violence or theft, machinery or electrical breakdowns or urgent

"baasjong/groepheier" 'n werknemer wat aan die hoof staan van 'n groep arbeiders;

"pekelerbereider" 'n werknemer wat verantwoordelik is vir die bereiding en toets van pekeler, soda en/of katodiese loog;

"kartonstikker" 'n werknemer wat karton of riefelbordstukke van standaardgroottes op 'n meganiese stikmasjien vou en stik om kartonne te maak vir die verpakking van papier, ens., vir versending;

"los werknemer" 'n werknemer wat hoogstens drie dae per week vir hoogstens drie agtereenvolgende weke by dieselfde werkgever in diens is;

"operateur van katodiese loogverdamer" 'n werknemer wat katodiese loogverdamers en hulpuitrusting bedien, beheer en stel;

"operateur van bytsoda-installasie" 'n werknemer wat 'n installasie bedien vir die omsetting van sodaloog in bytsoda en die verheldering daarvan;

"selversorger en grafietbereider" 'n werknemer wat verantwoordelik is vir elektrolitiese selle en wat dit versorg, en die grafietanodes in dié selle berei en monteert;

"chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat bedoel is om passasiers te vervoer en gebruik word vir die vervoer van sy werkgever, personeel, klante of besoekers, en wat boodskappe mag doen;

"chemiese tegnikus" 'n werknemer wat toetse op grondstowwe, vervaardigde produkte en afloopwater aan die gang sit, beheer, toetsig daarvoor hou of uitvoer en die gegewens vertolk wat uit dié toetse verkry is;

"kapperoperateur, klas 1" 'n werknemer wat installasies bedien vir die omsetting van hout in kerfies en wat dié installasies bedien en stel;

"kapperoperateur, klas 2" 'n werknemer wat 'n masjien vir die omsetting van hout in kerfies laai, aan die gang sit en stop;

"chloorsilindervuller" 'n werknemer wat daarvoor verantwoordelik is om silinders of ander houers skoon te maak, voor te berei vir volmaak met vloeibare chloor, te vul en finaal te inspekteer wanneer dit vol is;

"chloorsilindervuller se helper" 'n werknemer wat 'n chloorsilindervuller help met die vernuwing van chloorsilinderkleppe;

"operateur van chloordioksiedinstallasie" 'n werknemer wat verantwoordelik is vir die werking van elektrolitiese selle en installasies vir die produksie van chloordioksied en wat dit beheer en stel;

"operateur van klei-installasie" 'n werknemer wat uitrusting bedien vir die raffinerings van ruklei en die bereiding van kleifloder;

"bediener van klei-installasie" 'n werknemer wat uitrusting bedien vir die bereiding van kleifloder uit geraffineerde klei;

"kok" 'n werknemer wat maaltye voorberei en kook;

"kernsnyer" 'n werknemer wat rolmiddelkerns met die hand of 'n masjien volgens vooraf bepaalde lengtes sny;

"kernoprolleroperateur" 'n werknemer wat 'n kernoproller bedien en die afgewerkte kerns mag vernis;

"Raad" die Nywerheidsraad vir die Pulp- en Papiernywerheid;

"kraandrywer" 'n werknemer wat 'n kragaangedrewe, kajuitbediende bokraan in 'n houtopslagplek dryf;

"dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van skofwerkers 'n tydperk van 24 uur beteken, bereken vanaf die tyd wat 'n werknemer begin werk;

"ontbasmasjienbediener" 'n werknemer wat uitrusting bedien wat stampe finaal ontbas en skoonmaak;

"ontveselmasjienoperateur" 'n werknemer wat masjinerie bedien vir die omsetting van houtkerfies in houtvesel wat gebruik word by die vervaardiging van viltbasispapier;

"verteederoperateur—onderbroke" 'n werknemer wat verantwoordelik is vir die bediening van lotverteeders en hulpuitrusting by die bereiding van pulp, uitgesonderd halfchemiese pulp en wat dit bedien;

"verteederoperateur—ononderbroke" 'n werknemer wat verantwoordelik is vir die bediening van kontinue verteederders en hulpuitrusting by die aanenlopende bereiding van pulp, uitgesonderd halfchemiese pulp, en wat dit bedien;

"afloopwaterverwyderaar" 'n werknemer wat toesien dat afloopwater verwyder word;

"operateur van elektrolitiese installasie" 'n werknemer wat verantwoordelik is vir die bediening van elektrolitiese selle en installasies vir die produksie van chloor en bytsoda uit sout, dit beheer en stel en wat katodiese loog toets;

"noodwerk" werk wat weens onvoorsiene of onvermydelike oorsake soos brande, storms, epidemies, geweldpleging of diefstal, onklaarraking van masjinerie of kragonderbreking of

maintenance to prevent breakdowns, must be done without delay and includes work connected with the loading or unloading of railway trucks or other vehicles of the South African Railways and Harbours or vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours and also includes "stand in" overtime work resulting from absence of employees due to illness or other unforeseen or unavoidable circumstances;

"establishment" means any premises or portion of premises in or in connection with which one or more employees are employed in the Pulp and Paper Manufacturing Industry;

"experience" means in relation to an employee for whom wages on a rising scale are prescribed, the total period or periods of employment which such employee has had in the Pulp and Paper Manufacturing Industry in the occupation in which he is employed, including periods deemed to be employment in terms of clause 7 (6), provided that any employment prior to a break in service in the Industry of four years or more shall not be taken into account in determining experience;

"extrusion plant operator" means an employee who is responsible for and who operates, controls and adjusts machines for extruding hot melt resins or similar substances for coating or laminating paper and/or board;

"factory clerk" means an employee who performs one or more of the following duties:—

- (a) Checking articles;
- (b) checking, counting or recording particulars of railway trucks or other vehicles;
- (c) checking or recording times at which employees enter or leave the factory;
- (d) interpreting or translating languages;
- (e) recording particulars of requisitions for issuing of tools or equipment;
- (f) recording quantities or results of routine tests;
- (g) weighing or measuring articles;
- (h) recording earnings and other conditions of employment of Scales G, H, J, K and L employees and labourers;
- (i) checking and recording weight, grade, number and size of goods despatched from or received into the factory;

"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;

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

"factory vehicle driver" means an employee engaged in driving and/or operating mechanical transporters and/or stackers and/or handling equipment not requiring a driver's licence;

"felt base paper" means paper composed of animal and/or vegetable fibre used as a bitumen carrier in the manufacture of roofing felts, dampproof courses, floor coverings and products of a similar nature;

"fibre board" means a multi-ply board made on a non-continuous fourdrinier or vat or combination fourdrinier/vat machine;

"first aid attendant" means an employee who holds a current certificate or competency in first aid issued by any of the following organisations:—

- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulpliga van Suid-Afrika;

and who renders first-aid in case of accidents and who may record particulars thereof;

"foreman" means an employee placed in charge of an establishment or department, or a section of a department, who gives out work to employees under his control and supervises its passage through the establishment or department or section of a department, and maintains discipline and generally is responsible to the employer or a departmental head for the efficiency of the establishment or department or section of a department;

"forewoman" means a female employee placed in charge of an establishment, or department, or a section of a department, who gives out work to employees under her control, and supervises its passage through the establishment or department, or section of a department and maintains discipline and generally is responsible to the employer or departmental head for the efficiency of the establishment or department or section of a department;

"goods lift or hoist operator" means an employee operating a power operated lift or hoist used for handling goods;

"handyman" means an employee engaged in making minor repairs or adjustments to machinery, plant or other equipment and who may effect minor repairs to buildings.

dringende instandhouding om onklaarraking te voorkom, sonder versuim verrig moet word en omvat werk in verband met die laai of aflaai van spoorwegtrekke of ander voertuie van die Suid-Afrikaanse Spoorweë en Hawens of voertuie wat deur 'n vervoerkontraakteur gebruik word ter uitvoering van sy kontrak in dié hoedanigheid met die Suid-Afrikaanse Spoorweë en Hawens en omvat ook "plaasvervangende" oortydwerk as gevolg van die afwesigheid van werknemers weens siekte of ander onvoorsiene of onvermydelike omstandighede;

"bedryfsinrigting" 'n perseel of deel van 'n perseel waarin of in verband waarmee een of meer werknemers in die Pulp- en Papiernywerheid in diens is;

"ondervinding" ten opsigte van 'n werknemer vir wie lone met 'n stygende skaal voorgeskryf word, so 'n werknemer se totale tydperk of tydperke diens in die Pulp- en Papiernywerheid in die beroep waarin hy in diens is, met inbegrip van tydperke wat geag word diens te wees kragtens klousule 7 (6); Met dien verstande dat diens in die Nywerheid voor 'n diens-onderbreking van vier jaar of langer nie in ag geneem word wanneer ondervinding bereken word nie;

"operateur van ekstrusie-installasie" 'n werknemer wat verantwoordelik is vir masjiene wat warm gesmelte harse of dergelike stowwe uitpers om papier en/of bord te bstryk of te lamelleer, en wat dié masjiene bedien, beheer en stel;

"fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte nakom:—

- (a) Artikels nagaan;
- (b) besonderhede oor spoorwegtrekke of ander voertuie nagaan, tel of opteken;
- (c) tye nagaan of opteken waarop werknemers die fabriek binnegaan of verlaat;
- (d) tale vertolk of vertaal;
- (e) besonderhede van rekwisities vir die uitreiking van gereedskap of uitrusting opteken;
- (f) hoeveelhede of resultate van roetine-toetse opteken;
- (g) artikels weeg of meet;
- (h) aantekening hou van die verdienste of ander diensvoorwaardes van skaal G-, H-, J-, K- en L-werknemers en arbeiders;
- (i) die gewig, graad, getal en grootte van goedere nagaan en opteken wat deur die fabriek uitgestuur of ontvang word;

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

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

"fabrieksvoertuigbestuurder" 'n werknemer wat meganiese voerders en/of stapelmasjiene en/of hanteeruitrusting, wat nie 'n rybewys vereis nie, bestuur en/of bedien;

"viltbasispapier" papier wat bestaan uit dierlike en/of plant-aardige vesel wat gebruik word as 'n bitumendraer by die vervaardiging van dakvilt, voglae, vloerbedekking en dergelike produkte;

"veselbord" 'n meerlaagbord wat op 'n nie-kontinue Fourdriniermasjien of kuip of saamgestelde Fourdrinier/kuipmasjien gemaak word;

"eerstehulpwerker" 'n werknemer in besit van 'n geldige sertifikaat van bevoegdheid in eerstehulp, uitgereik deur een van die volgende organisasies:—

- (a) S.A. Rooikruisvereniging;
- (b) St. John Ambulansvereniging;
- (c) Noodhulpliga van Suid-Afrika;

en wat eerstehulp verleen in geval van ongelukke en wat besonderhede daarvan kan aanteken;

"voorman" 'n werknemer wat aan die hoof van 'n bedryfsinrigting of afdeling of seksie van 'n afdeling geplaas is, wat werk aan werknemers onder sy beheer uitdeel en toesig hou oor die deurgang daarvan deur die bedryfsinrigting of departement of seksie van 'n departement, wat disipline handhaaf en oor die algemeen aan die werkgewer of departementshoof verantwoordelik is vir die doeltreffendheid van die bedryfsinrigting of afdeling of seksie van 'n afdeling;

"voorvrou" 'n vroulike werknemer wat aan die hoof van 'n bedryfsinrigting of departement of seksie van 'n departement geplaas is, wat werk aan werknemers onder haar beheer uitdeel en toesig hou oor die deurgang daarvan deur die bedryfsinrigting of departement of seksie van 'n departement, wat disipline handhaaf en oor die algemeen aan die werkgewer of departementshoof verantwoordelik is vir die doeltreffendheid van die bedryfsinrigting of departement of seksie van 'n departement;

"goederehyser- of hystoesteloperateur" 'n werknemer wat 'n kraghyser of hystoestel bedien wat gebruik word vir die hantering van goedere;

"faktotum" 'n werknemer wat minder belangrike herstelwerk en verstelwerk aan masjinerie, installasies of ander uitrusting doen en wat minder belangrike herstelwerk aan geboue mag doen;

"incentive bonus" means any system of extra payment over and above wages and other conditions provided for in this agreement in which the amount earned is specifically dependent on the measurable results obtained, thereby offering the employee an incentive to achieve better results. Subject to clause 11 (2) incentive bonus may be modified at the discretion of Management;

"induna" means an employee who maintains order or discipline in a compound;

"label preparer" means an employee who prepares labels for identification of products;

"laboratory assistant" means an employee who prepares samples, and who may make routine tests and record the results thereof;

"labourer" means an employee engaged in one or more of the following capacities, duties or operations:—

- (1) Anti-malarial oil spraying;
- (2) applying tar, grease, bitumen compounds, or other preservatives to pipes, drums, tangs or supporting structures or electrolytic cell frames, or any other container;
- (3) assembling and securing cores on core shafts;
- (4) assembling pre-formed lagging under the supervision of an artisan;
- (5) branding, marking, stencilling, rubber stamping and affixing labels to reams, boxes, bales, bags, drums or other packages;
- (6) breaking up metal scrap by hand and sorting scrap;
- (7) breaking up reels for repulping;
- (8) cleaning, peeling or cutting vegetables;
- (9) cleaning, polishing or washing premises, vehicles, plant, machinery, tools, implements, utensils, containers, cylinders, overalls, or other clothing;
- (10) collecting or delivering letters, messages, samples or other articles on foot or by means of a bicycle, tricycle or manually-propelled vehicle;
- (11) assisting on delivery vehicles;
- (12) cutting down or destroying trees or vegetation and cutting, sawing or chopping timber by hand;
- (13) cutting tails on paper or board machines;
- (14) cutting roundels and edge runners which are used in the packing of reels of paper or board;
- (15) demolishing buildings or other structures by hand;
- (16) emptying septic tanks and disposing of sewage;
- (17) strapping or wiring, boxes, bales or crates;
- (18) folding paper or board manually;
- (19) filling and/or emptying tins, bags, bottles, receptacles or other containers by hand or hand operated machine;
- (20) filling to a set volume or weighing to a set scale or measuring to a set measure;
- (21) filling motor vehicle tanks with petrol, fuel, oil or water;
- (22) feeding or loading a super calender machine, cutting machine, embosser machine or a reeler machine or feeding or taking off products from any machine;
- (23) feeding board into or removing board from drying, pressing, damping, glazing, lacquering, varnishing, coating or board machine;
- (24) gardening work (i.e. planting, digging, raking, mowing or watering or spreading or mixing gardening materials or trimming hedges or cleaning or sweeping roads or paths);
- (25) helping an operator in the changing of felts or wires;
- (26) helping an operator in removing rolls and stacks of paper from machines or in cleaning away paper from machines;
- (27) helping an operator splice reels of paper or board;
- (28) helping artisans and/or handymen—not involving the use of tools;
- (29) helping on delivery vehicles other than driving or effecting repairs;
- (30) lifting, carrying, packing, unpacking, moving, stacking or unstacking goods or any other articles and pushing or pulling a manually-propelled or power assisted vehicle;
- (31) lime-washing or disinfecting latrines, stables, outbuildings, or similar buildings structures;
- (32) loading or unloading;
- (33) loosening, taking out, breaking or spreading stone, soil, clay or sand or digging trenches, foundations or other excavations;
- (34) making, maintaining or drawing fires or removing refuse or ashes;
- (35) making tea or similar beverages for or serving meals, tea or similar beverages to employees or his employer or guests;
- (36) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (37) making bricks with hand operated brick making machine;
- (38) moving rail trucks by means of capstans;

"aansporingsbonus" 'n stelsel van ekstra betaling, benewens lone en ander voorwaardes waarvoor in hierdie Ooreenkoms voorsiening gemaak word; waarvolgens die bedrag verdien uitdruklik afhanklik is van die meetbare resultate wat verkry is, om sodoende die werknemer aan te spoor om beter resultate te verkry. Behoudens klousule 11 (2), mag 'n aansporingsbonus na goedvinde van die Bestuur gewysig word;

"indoeana" 'n werknemer wat orde of disipline in 'n kampong handhaaf;

"etiketbereider" 'n werknemer wat etikette vir die identifikasie van produkte voorberei;

"laboratoriumassistent" 'n werknemer wat monsters voorberei en wat roetine-toetse mag uitvoer en die resultate daarvan mag aanteken;

"arbeider" 'n werknemer in diens in een of meer van die volgende hoedanighede of wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Olie vir malariabestryding spuit;
- (2) teer, ghries, bitumensamestellings of ander preserveermiddels aan pype, dromme, tenks of steunstrukture of elektrolitiese selrame of enige ander houër aanbring;
- (3) kerns aan kernasse monteër en vassit;
- (4) voorafgevormde bekleding onder toesig van 'n ambagsman monteër;
- (5) rieme, kiste, bale, sakke, dromme of ander verpakkings brandmerk, merk, sjabloneer, met rubberstempels stempel en etikette daaraan heg;
- (6) metaalafval met die hand opbreek en afval sorteer;
- (7) rolle opbreek om weer verpulp te word;
- (8) groente skoonmaak, skil of sny;
- (9) persele, voertuie, installasies, masjinerie, gereedskap, implemente, gerei, houers, silinders, oorpakke of ander klerasie skoonmaak, poleer of was;
- (10) briewe, boodskappe, monsters of ander artikels te voet of met behulp van 'n fiets, driewiel of handvoertuig afhaal of aflewer;
- (11) help op afleweringsvoertuie;
- (12) met die hand bome of plantegroei afkap of vernietig en hout afkap, saag of stukkend kap;
- (13) sterte op papier- of bordmasjiene sny;
- (14) kerns en randskerns sny wat by die verpakking van rolle papier of bord gebruik word;
- (15) geboue of ander strukture met die hand sloop;
- (16) septiese tenks leegmaak en rioolwater verwyder;
- (17) kaste, bale of kratte vasbind of met draad vasmaak;
- (18) papier of bord met die hand vou;
- (19) blikke, sakke, bottels of ander houers met die hand of 'n handmasjiën vol- en/of leegmaak;
- (20) volgens 'n vasgestelde volume volmaak of volgens 'n gestelde skaal weeg of volgens 'n vasgestelde maat meet;
- (21) tenks van motorvoertuie met petrol, brandstof, olie of water vul;
- (22) 'n superkalander, snymasjiën, bosseleermasjiën of oprolmassjiën voer of laai of produkte in enige masjiën voer of daarvan afhaal;
- (23) bord in droog-, pers-, vog-, glasuur-, lakvernis-, vernis-, bstryk- of bordmasjiene voer of daarvan afhaal;
- (24) tuinwerk verrig (d.w.s. plant, spit, hark, gras sny, nat lei, tuinmateriaal strooi of meng, heinings knip of paadjies of paaie skoonmaak of vee);
- (25) 'n operateur help om vilt of drade om te ruil;
- (26) 'n operateur help om rolle en stapels papier van masjiene af te haal of om papier op masjiene op te ruim;
- (27) 'n operateur help om rolle papier of bord te las;
- (28) ambagsmanne en/of faktotums help—sonder die gebruik van gereedskap;
- (29) op afleweringsvoertuie help, maar nie bestuur of herstelwerk doen nie;
- (30) goedere of enige ander artikel optel, dra, verpak, uitpak, verskuif, stapel of afpak en 'n handvoertuig of kraghulpvoertuig stoot of trek;
- (31) latrines, stalle, buitegeboue of dergelike geboue witkalk of ontsmet;
- (32) op- of aflaa;
- (33) klip, grond, klei of sand losmaak, uithaal, breek of strooi, of slote, fondamente of ander uitgrawings grawe;
- (34) vuurmaak, vure aan die gang hou of uitkrap of afval of as verwyder;
- (35) tee of dergelike drankie maak vir en maaltye, tee of dergelike drankie bedien aan werknemers of sy werkgever of gaste;
- (36) dagha, beton, klip of bitumen met die hand meng of beton of bitumen met 'n graaf, hark, vork of kruiwa strooi;
- (37) stene met 'n handsteenmasjiën maak;
- (38) spoorwegtrokke deur middel van kaapstaanders beweeg;

- (39) nailing pre-cut strips of timber to form pallets, bale boards or crates;
- (40) opening, closing and securing digester lids;
- (41) opening or closing cocks or valves;
- (42) opening or closing doors, windows, fanlights, tanks, boxes, bales, bags, drums or packages or the sealing of these otherwise than by soldering, brazing or welding;
- (43) packing reels and previously sorted and counted reams of paper, board, tissue, felt base paper or fibre board into packages;
- (44) ramming or tamping concrete into moulds or ramming concrete into foundations;
- (45) removing or replacing electrolytic cells, anodes and cathodes not involving the use of tools under the supervision of a cell maintenance and graphite preparation operator;
- (46) sorting waste paper, rags and other waste materials;
- (47) spreading and moving material by hand and/or feeding material by hand into elevators, conveyors, balers, process vats, tanks, beaters, pulpers, wood grinders, or other vessels;
- (48) watching brine levels in brine bottles attached to electrolytic cells and reporting to the operator;
- (49) watching gauges and oil levels and reporting to the operator;

"learner" means a male employee under the age of 21 years engaged in learning and being instructed in any or all sections or activities of an establishment in the Pulp and Paper Manufacturing Industry other than in trades designated in terms of the Apprenticeship Act;

"lime kiln operator" means an employee who is responsible for and who operates and controls a lime kiln and ancillary equipment;

"liquid chlorine plant operator" means an employee who operates, controls and adjusts a plant for the drying and liquification of chlorine gas and/or the filling of this liquid into containers;

"locomotive driver" means an employee responsible for operating a locomotive, irrespective of motive power, on railway lines within the factory area;

"leg feeder operator" means an employee who operates equipment for feeding logs on to conveyors;

"log splitter" means an employee who operates equipment for reducing the diameter of oversize logs;

"motor generator attendant" means an employee who supervises, operates and controls motor generator sets by a variable voltage rheostat or similar regulator;

"motor vehicle driver" means an employee, other than a factory vehicle driver or chauffeur or locomotive driver, engaged in driving a motor vehicle, 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;

"oiler and greaser" means an employee engaged in oiling or greasing machinery, equipment or vehicles;

"packer weigher" means an employee engaged in packing, wrapping and weighing paper and/or board in sheets or reels and labelling the packages and who may record particulars of the contents of such packages;

"pallet maker" means an employee who cuts strips of timber to requisite lengths by means of a circular or other type of saw, and who may nail these together to form pallets, bale boards or crates;

"paper" for the purpose of the definitions of occupations included herein means all products of a fourdrinier machine excluding tissue, felt base paper and fibre board;

"paper cutterman, Class 1," means an employee who is responsible for and who operates, controls and adjusts paper cutting machines which cut paper into sheets of a specified size;

"paper cutterman, Class 2," means an employee who, under supervision, operates and adjusts a paper cutting machine which cuts paper into sheets of a specified size;

"paper dryerman, Class 1," means an employee who, under supervision of a paper machineman, operates, controls and adjusts the dry end of a Class 1 paper machine and who may operate, control and adjusts a paper slitter-reeler machine;

"paper dryerman, Class 2," means an employee who, under supervision of a paper machineman, operates, controls and adjusts the dry end of a Class 2 paper machine and who may operate, control and adjusts a paper slitter-reeler machine;

"paper dryerman, Class 3," means an employee who, under supervision of a paper machineman or paper dryerman, Class 1 or 2, operates and adjusts the dry end of a paper machine;

"paper quillotinemán, Class 1," means an employee who is responsible for and who operates, controls and adjusts guillotines which cut and trim paper into sheets of a specified size;

(39) vooraf gesaagde houtstroke aanmekaar spyker om stapelplatforms, baalplanke of kratte te maak;

(40) verteederdeksels oopmaak, toemaak en vasmaak;

(41) krane of kleppe oop- of toemaak;

(42) deure, vensters, boligte, tenks, kaste, bale, sakke, dromme of pakke oop- of toemaak of dit verseel, maar nie deur te soldeer, sweissoldeer of te sweis nie;

(43) rolle en vooraf gesorteerde en getelde rieme papier, bord, sneespapier, viltbaspapier of veselbord in pakke verpak;

(44) beton in vorms vasstamp of instamp of beton in fondamente vasstamp;

(45) elektrolitiese selle, anodes en katodes verwyder of verwag sonder om gereedskap te gebruik, onder toesig van 'n selversorger en grafiëtbereider;

(46) afvalpapier, lappe of ander afvalmateriaal sorteer;

(47) materiaal met die hand strooi of verskuif en/of materiaal met die hand in hysers, vervoertoestelle, baalmasjiene, verwerkingskuipe, tenks, stampers, verpulpers, houtmalers of ander houers voer;

(48) die hoogte van pekel dophou in pekelflesse wat met elektrolitiese selle verbind is, en aan die operateur verslag doen;

(49) meters en oliestande dophou en aan die operateur verslag doen;

"leerling" 'n manlike werknemer onder die ouderdom van 21 jaar wat leer en onderrig word in enigeen of alle afdelings of werksaamhede van 'n bedryfsinrigting in die Pulp- en Papiernywerheid, uitgesonderd in aangewese bedrywe kragtens die Wet op Vakleerlinge;

"kalkoondoperateur" 'n werknemer wat verantwoordelik is vir 'n kalkoond en hulpuitrusting en wat dit bedien en beheer;

"operateur van vloeibare chloorinstallasie" 'n werknemer wat 'n installasie bedien, beheer en stel vir die droogmaak en vloeibaarmaking van chloorgas en/of die gooi van hierdie vloeistof in houers;

"lokomotiefdrywer" 'n werknemer wat verantwoordelik is vir die bediening van 'n lokomotief, ongeag die beweegkrag, op spoorlyne binne die fabrieksterrein;

"stompvoerderoperateur" 'n werknemer wat uitrusting bedien wat stompe op vervoerbande laai;

"stompklower" 'n werknemer wat uitrusting bedien wat die deursnee van bomaatstompe verminder;

"bediener van motorgenerator" 'n werknemer wat deur middel van 'n reostaat met spanningsreëling of 'n dergelike reëlaar toesig hou oor generatorstelle en dit bedien en beheer;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n fabrieksvoertuigbestuurder of chauffeur of lokomotiefdrywer, wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing, omvat "motorvoertuig bestuur" alle tydperke waarin bestuur word en alle tyd wat 'n bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waaarin hy op sy pos moet bly, gereed om te bestuur;

"smeerder" 'n werknemer wat masjinerie, uitrusting of voertuie olie of smeer;

"verpakker-weër" 'n werknemer wat papier en/of bord in velle of rolle verpak, toedraai en weeg, pakkette etiketteer en besonderhede in verband met die inhoud van dié pakkette mag aantekene;

"stapelplatformmaker" 'n werknemer wat stroke hout volgens die vereiste lengtes saag deur middel van 'n sirkel- of ander soort saag, en wat dit aanmekaar mag spyker om stapelplatforms, baalplanke of kratte te maak;

"papier", vir die toepassing van die omskrywing van beroepe in dié Ooreenkoms, alle produkte van 'n Fourdrinier-masjien, uitgesonderd sneespapier, viltbaspapier en veselbord;

"papiersnyerbediener, klas 1" 'n werknemer wat verantwoordelik is vir papiersnyers wat papier in velle van vasgestelde grootte sny en dié masjiene bedien, beheer en stel;

"papiersnyerbediener, klas 2" 'n werknemer wat 'n papiersnyer wat papier in velle van vasgestelde grootte sny, onder toesig bedien en stel;

"papierdroër, klas 1" 'n werknemer wat onder die toesig van 'n papiermasjiensbediener die droogkant van 'n klas 1-papiermasjiens bedien, beheer en stel en wat 'n papiersnyoproller mag bedien, beheer en stel;

"papierdroër, klas 2" 'n werknemer wat onder die toesig van 'n papiermasjiensbediener die droogkant van 'n klas 2-papiermasjiens bedien, beheer en stel en wat 'n papiersnyoproller mag bedien, beheer en stel;

"papierdroër, klas 3" 'n werknemer wat onder die toesig van 'n papiermasjiensbediener of papierdroër, klas 1 of 2, die droogkant van 'n papiermasjiens bedien en stel;

"papierguillotinebediener, klas 1" 'n werknemer wat verantwoordelik is vir guillotines wat papier in velle van vasgestelde grootte sny en regsny, en wat dit bedien, beheer en stel;

"paper guillotineman, Class 2," means an employee who, under supervision, operates and adjusts a guillotine which cuts and trims paper into sheets of a specified size;

"paper laminating machine operator" means an employee who is responsible for and who operates and controls machines which laminate sheets of paper;

"paper machine, Class 1," means a fourdrinier paper machine normally operating at a speed in excess of 1,500 feet per minute or producing in excess of an average of 160 tons per day;

"paper machine, Class 2," means a fourdrinier paper machine normally operating at a speed from 200 feet per minute up to and including 1,500 feet per minute or producing on average 10 tons per day up to and including 160 tons per day;

"paper machine, Class 3," means a fourdrinier paper machine normally operating at a speed below 200 feet per minute or producing, on average under 10 tons per day;

"paper machineman, Class 1," means an employee who is in charge of and responsible for the operation, control and adjustment of a Class 1 paper machine;

"paper machineman, Class 2," means an employee who is in charge of and responsible for the operation, control and adjustment of a Class 2 paper machine;

"paper machineman, Class 3," means an employee who is in charge of and responsible for the operation, control and adjustment of a Class 3 paper machine;

"paper off-machine coating plant operator" means an employee who is responsible for and who operates and adjusts an off-machine plant for the coating of paper;

"paper reelerman, Class 1," means an employee who is responsible for and who operates, controls and adjusts paper slitter-reeler machines;

"paper reelerman, Class 2," means an employee who, under supervision, operates and adjusts a paper slitter-reeler machine;

"paper reelerman, Class 3," means an employee who, under supervision, operates a pre-set paper slitter-reeler machine;

"paper stock preparation operator, Class 1," means an employee who is responsible for and who operates equipment for the overall preparation of stock for the manufacture of paper and who is responsible for the addition of additives;

"paper stock preparation operator, Class 2," means an employee other than a repulper attendant who, under supervision, operates a section of the stock preparation equipment falling under the responsibility of a paper stock preparation operator, Class 1, or a paper machineman or a wood grinderman;

"paper super calender operator" means an employee who is responsible for and who operates, controls and adjusts dampers and super calenders for paper;

"paper or board finishing helper" means an employee other than a labourer or an employee elsewhere defined, who helps in the operation of finishing equipment and in other work in the finishing departments;

"paper or board machineman's helper" means an employee, other than a labourer or an employee elsewhere defined, who helps in the operation of a paper or board machine;

"protective clothing repairer" means an employee who repairs protective clothing;

"Pulp and Paper Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated for the carrying on of one or more of the following activities:—

(a) The manufacture of paper and/or cardboard and/or paper-board and/or strawboard;

(b) the manufacture of pulp for the purpose of manufacturing the articles referred to in (a);

(c) the manufacture of any by-products by employers engaged in the activities referred to in (a) and (b);

and includes all activities incidental thereto or consequent thereon;

"pulp bleaching operator" means an employee who is responsible for the operation of and who operates, controls and adjusts plant for the full bleaching of wood pulp;

"pulp handling operator, Class 1," means an employee who is responsible for the operation of and who operates, controls and adjusts machinery for the screening and conversion of pulp into sheets, laps or bales;

"pulp handling operator, Class 2," means an employee who, under supervision, operates machinery for the screening and conversion of pulp into sheets, laps or bales;

"pumpman, Class 1," means an employee who is responsible for and who operates and adjusts pumps, filters, settling dams or decanters;

"pumpman, Class 2," means an employee who, under supervision, operates a plant for the pumping and clarification of water and/or for the pumping of black liquor;

"ream wrapping machine operator" means an employee who operates a machine for wrapping reams of paper;

"papierguillotinebediener, klas 2" 'n werknemer wat onder toesig 'n guillotine wat papier in velle van vasgestelde groottes sny en regsny, bedien en stel;

"opérateur van papierlamelleermasjien" 'n werknemer wat verantwoordelik is vir masjiene wat velle papier lamelleer en wat dit bedien en beheer;

"papiermasjien, klas 1" 'n Fourdrinier-papiermasjien wat gewoonlik teen 'n spoed van meer as 1,500 voet per minuut loop of gemiddeld meer as 160 ton per dag produseer;

"papiermasjien, klas 2" 'n Fourdrinier-papiermasjien wat gewoonlik teen 'n spoed van 200 voet per minuut tot en met 1,500 voet per minuut loop of gemiddeld 10 ton per dag tot en met 160 ton per dag produseer;

"papiermasjien, klas 3" 'n Fourdrinier-papiermasjien wat gewoonlik teen 'n spoed van minder as 200 voet per minuut loop of gemiddeld minder as 10 ton per dag produseer;

"papiermasjienbediener, klas 1" 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n klas 1-papiermasjien;

"papiermasjienbediener, klas 2" 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n klas 2-papiermasjien;

"papiermasjienbediener, klas 3" 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n klas 3-papiermasjien;

"opérateur van nabestrykingsinstallasie vir papier" 'n werknemer wat verantwoordelik is vir 'n installasie vir die nabestryking van papier, en dit bedien en stel;

"papieroprollerbediener, klas 1" 'n werknemer wat verantwoordelik is vir papiersnyprollers en wat dit bedien, beheer en stel;

"papieroprollerbediener, klas 2" 'n werknemer wat onder toesig 'n papiersnyproller bedien en stel;

"papieroprollerbediener, klas 3" 'n werknemer wat onder toesig 'n vooraf gestelde papiersnyproller bedien;

"papiermengselbereider, klas 1" 'n werknemer wat verantwoordelik is vir uitrusting vir die algehele bereiding van mengsel vir die vervaardiging van papier en dit bedien, en wat verantwoordelik is vir die byvoeging van bymiddels;

"papiermengselbereider, klas 2" 'n werknemer, uitgesonderd 'n herverpulperbediener, wat onder toesig 'n deel van die mengselbereidinguitrusting bedien waarvoor 'n papiermengselbereider, klas 1, papiermasjienbediener of houtmalerbediener verantwoordelik is;

"opérateur van superkalander vir papier" 'n werknemer wat verantwoordelik is vir bevogtigers en superkalanders vir papier en wat dit bedien, beheer en stel;

"papier- of bordafwerker" 'n werknemer, uitgesonderd 'n arbeider of 'n werknemer wat elders omskryf is, wat help met die bediening van afwerkuitrusting en met ander werk in die afwerkafdelings;

"papier- of bordmasjienbediener se helper" 'n werknemer, uitgesonderd 'n arbeider of 'n werknemer wat elders omskryf is, wat help met die bediening van 'n papier- of bordmasjien;

"heelmaker van beskermende klere" 'n werknemer wat beskermende klere heelmaak;

"Pulp- en Papiernywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om een of meer van die volgende werksaamhede te verrig:—

(a) Die vervaardiging van papier en/of karton en/of karton-papier en/of strooibord;

(b) die vervaardiging van pulp ten einde die artikels bedoel in (a) te vervaardig;

(c) die vervaardiging van alle nuwe produkte deur werkgewers wat die werksaamhede bedoel in (a) en (b), verrig;

en omvat alle werksaamhede wat daarmee gepaard gaan of daaruit voortvloei;

"pulpbleiker" 'n werknemer wat verantwoordelik is vir die bediening van installasie vir die volledige bleiking van houtpulp, wat dit bedien, beheer en stel;

"pulphanteerder, klas 1" 'n werknemer wat verantwoordelik is vir die bediening van masjinerie vir die sif en omsetting van pulp in velle, pulpvelle of bale, en wat dié masjinerie bedien, beheer en stel;

"pulphanteerder, klas 2" 'n werknemer wat onder toesig masjinerie bedien vir die sif en omsetting van pulp in velle, pulpvelle of bale;

"pompebediener, klas 1" 'n werknemer wat verantwoordelik is vir pompe, filters, sinkdamme of afgieters, en dit bedien en stel;

"pompebediener, klas 2" 'n werknemer wat onder toesig 'n installasie bedien vir die pomp en verheldering van water en/of die pomp van houtloog;

"opérateur van riemtoedraaimasjien" 'n werknemer wat 'n masjien bedien vir die toedraai van rieme papier;

"reelerman's helper" means an employee, other than a labourer or an employee elsewhere defined, who helps a paper or board reelerman;

"refrigeration plant attendant" means an employee who attends to a refrigeration plant for the chilling of water, other liquids and/or gases;

"repulper attendant" means an employee who operates equipment for repulping fibrous material;

"safety equipment attendant" means an employee who demonstrates the use of safety equipment to employees and who reports defects in safety equipment;

"Scale A employee" means an employee engaged in one or more of the following capacities:—

Board machineman, Class 1;
digester operator—continuous;
paper machineman, Class 1;

"Scale B employee" means an employee engaged in one or more of the following capacities:—

Digester operator—batch;
lime kiln operator;
locomotive driver, Government certificated;
paper machineman, Class 2;
soda recovery operator, Class 1;
tissue machineman, Class 1;

"Scale C employee" means an employee engaged in one or more of the following capacities:—

Board machineman, Class 2;
boiler attendant, Class 1;
cell maintenance and graphite preparation operator;
chlorine dioxide generating plant operator;
liquid chlorine plant operator;
paper dryerman, Class 1;
paper machineman, Class 3;
paper stock preparation operator, Class 1;
pulp bleaching operator;
tissue machineman, Class 2;
tissue winderman, Class 1;
wood grinderman;

"Scale D employee" means an employee engaged in one or more of the following capacities:—

Board off-machine coating plant operator, Class 1;
boiler attendant, Class 2;
cathodic liquor evaporator operator;
electrolytic plant operator;
extrusion plant operator;
locomotive driver, not Government certificated;
paper cutterman, Class 1;
paper dryerman, Class 2;
paper guillotineman, Class 1;
paper reelerman, Class 1;
paper super calender operator;
wood preparation plant operator, Class 1;

"Scale E employee" means an employee engaged in one or more of the following capacities:—

Board plant operator;
boiler attendant, Class 3;
chipper operator, Class 1;
chlorine cylinder filling operator;
pulp handling operator, Class 1;
sodium hypochlorite and hydrochloric acid plant operator;
wash filter operator, Class 1;
wood preparation plant operator, Class 2;

"Scale F employee" means an employee engaged in one or more of the following capacities:—

Black liquor evaporator operator;
bleach liquor operator;
board stock preparation operator, Class 1;
boiler attendant, Class 4;
brine preparation operator;
pumpman, Class 1;
semi-bleached pulp plant operator;
semi-chemical pulp plant operator;
tissue winderman, Class 2;

"Scale G employee" means an employee engaged in one or more of the following capacities:—

Board off-machine coating plant operator, Class 2;
boiler attendant, Class 5;
tissue repulper operator;

"Scale H employee" means an employee engaged in one or more of the following capacities:—

Board dryerman;
board laminating machine operator;
causticising plant operator;
motor generator attendant;

"oprollerbediener se helper" 'n werknemer, uitgesonderd 'n arbeider of 'n werknemer wat elders omskryf word, wat die bediener van 'n papier- of bordoproller bystaan;

"bediener van koelinstallasie" 'n werknemer wat 'n koelinstallasie bedien vir die verkillig van water, ander vloeistowwe en/of gasse;

"bediener van herverpulper" 'n werknemer wat uitrusting bedien vir die herverpulping van veselagtige stowwe;

"bediener van veiligheidsuitrusting" 'n werknemer wat die gebruik van veiligheidsuitrusting aan werknemers demonstreer en defekte in veiligheidsuitrusting aanmeld;

"skaal A-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Bordmasjiëbediener, klas 1;
Verteederoperateur—ononderbroke;
papiermasjiëbediener, klas 1;

"skaal B-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Verteederoperateur—onderbroke;
kalkoondoperateur;
lokomotiefdrywer met 'n Regeringsdiploma;
papiermasjiëbediener, klas 2;
sodaheerwinner, klas 1;
sneespapiermasjiëbediener, klas 1;

"skaal C-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Bordmasjiëbediener, klas 2;
ketelbediener, klas 1;
selversorger en grafiëtbereider;
operateur van chloordioksiedinstallasie;
operateur van vloeibare chloorinstallasie;
papierdroër, klas 1;
papiermasjiëbediener, klas 3;
papiermengselbereider, klas 1;
pulpbleiker;
sneespapiermasjiëbediener, klas 2;
bediener van sneespapieroproller, klas 1;
houtmalerbediener;

"skaal D-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Operateur van nabestrykingsinstallasie vir bord, klas 1;
ketelbediener, klas 2;
operateur van katodiese loogverdamer;
operateur van elektrolitiese installasie;
operateur van ekstrusie-installasie;
lokomotiefdrywer sonder Regeringsertifikaat;
papiersnyerbediener, klas 1;
papierdroër, klas 2;
papierguillotinebediener, klas 1;
papieroprollerbediener, klas 1;
operateur van superpapierkalender vir papier;
operateur van houtvoorbereidingsinstallasie, klas 1;

"skaal E-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Operateur van bordinstallasie;
ketelbediener, klas 3;
kapperoperateur, klas 1;
chloorsilindervuller;
pulphanteerder, klas 1;
operateur van natriumhipochloriet- en soutsuurinstallasie;
wasfilteroperateur, klas 1;
operateur van houtvoorbereidingsinstallasie, klas 2;

"skaal F-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Operateur van houtloogverdamer;
operateur van bleikloogmasjië;
bordmengselbereider, klas 1;
ketelbediener, klas 4;
pekelbereider;
pompebediener, klas 1;
operateur van halfbleikpulpinstallasie;
operateur van halfchemiese pulpinstallasie;
bediener van sneespapieroproller, klas 2;

"skaal G-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Operateur van nabestrykingsinstallasie vir bord, klas 2;
ketelbediener, klas 5;
operateur van sneespapierherverpulper;

"skaal H-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Borddroër;
operateur van bordlamelleermasjië;
operateur van bytsoda-installasie;
bediener van motorgenerator;

paper laminating machine operator;
paper off-machine coating plant operator;
paper stock preparation operator, Class 2;
turbine attendant;

"Scale J employee" means an employee engaged in one or more of the following capacities:—

Board cutterman;
board reelman;
board stock preparation operator, Class 2;

"Scale K employee" means an employee engaged in one or more of the following capacities:—

Board super calender operator, Class 1;
clay plant operator;
crane driver;
defibrator operator;
laboratory assistant;
paper cutterman, Class 2;
paper dryerman, Class 3;
paper guillotineman, Class 2;
paper reelman, Class 2;
pulp handling operator, Class 2;
sheet counter;
soda recovery operator, Class 2;

"Scale L employee" means an employee engaged in one or more of the following capacities:—

Additive preparer;
air compressor attendant;
baler;
blacksmith's striker;
board guillotineman;
board super calendar operator, Class 2;
boiler attendant, Class 6;
boss boy/leading hand;
carton stitcher;
chauffeur;
chipper operator, Class 2;
chlorine cylinder filling operator's helper;
clay plant attendant;
cook;
core cutter;
core winding operator;
debarker attendant;
effluent disposal attendant;
factory vehicle driver;
first aid attendant;
goods lift or hoist operator;
induna;
label preparer;
log feeder operator;
log splitter;
oiler and greaser;
packer weigher;
pallet maker;
paper reelman, Class 3;
paper or board finishing helper;
paper or board machineman's helper;
protective clothing repairer;
pumpman, Class 2;
ream wrapping machine operator;
reelman's helper;
refrigeration plant attendant;
repulper attendant;
safety equipment attendant;
semi-chemical pulp plant operator's helper;
sewage plant attendant;
shunter;
size plant operator;
slasher saw attendant;
soda evaporator attendant;
soda solution preparer;
sorter, Class 2;
stock preparation helper;
tally clerk;
tool or packing material room attendant;
wash filter operator, Class 2;
watchman;
water clarification plant attendant;
water softening plant operator;
wood yard attendant;

and includes any employee not elsewhere specified;

"semi-bleached pulp plant operator" means an employee who is responsible for the operation of and who controls and adjusts plant for the semi-bleaching of woodpulp;

operateur van papierlamelleermasjien;
operateur van nabestrykingsinstallasie vir papier;
papiermengselbereider, klas 2;
turbinebediener;

"skaal J-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Bordsnyerbediener;
bordoprollerbediener;
bordmengselbereider, klas 2;
"skaal K-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Operateur van superbordkalander, klas 1;
operateur van klei-installasie;
kraandrywer;
ontveselmasjienoperateur;
laboratoriumassistent;
papiersnyerbediener, klas 2;
papierdroër, klas 3;
papierguillotinebediener, klas 2;
papieroprollerbediener, klas 2;
pulphanteerder, klas 2;
velteller;
sodaherwinner, klas 2;
"skaal L-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Bymiddelbereider;
lugkompressorbediener;
baalmaker;
grofsmid se voorplaner;
bordguillotinebediener;
operateur van superbordkalander, klas 2;
ketelbediener, klas 6;
baasjong/groepelier;
kartonstikker;
chauffeur;
kapperoperateur, klas 2;
chloorsilindervuller se helper;
bediener van klei-installasie;
kok;
kernsnyer;
kernoprolleroperateur;
ontbasmasjienbediener;
afloopwaterverwyderaar;
fabrieksvuurtuigbestuurder;
eerstehulpwerker;
goederehyser of -hystoesteloperateur;
indoena;
etiketbereider;
stompvoerderoperateur;
stompklower;
smeerder;
verpakker-weër;
stapelplatformmaker;
papieroprollerbediener, klas 3;
papier- of bordafwerker se helper;
papier- of bordmasjienbediener se helper;
heelmaker van beskermende klere;
pompbediener, klas 2;
operateur van riemtoedraaimasjien;
oprollerbediener se helper;
bediener van koelinstallasie;
bediener van herverpulper;
bediener van veiligheidsuitrusting;
operateur van halfchemiese pulpinstallasie se helper;
bediener van rioolinstallasie;
rangeerder;
operateur van planeerselininstallasie;
voorsaagbediener;
sodaverdamperbediener;
sodaoplossingbereider;
sorteerder, klas 2;
mengselbereider se helper;
kontroleklerk;
bediener van gereedskap- of pakmateriaalkamer;
wasfilteroperateur, klas 2;
wag;
bediener van waterverhelderingsinstallasie;
operateur van waterversagtingsinstallasie;
houtwerfbediener;

en omvat dit alle werknemers wat nie elders gespesifiseer word nie;

"operateur van halfbleikpulpinstallasie" 'n werknemer wat verantwoordelik is vir die bediening van 'n installasie vir die halfbleiking van houtpulp, en wat dit beheer en stel;

"semi-chemical pulp" means a high yield cellulose pulp, including chemi-groundwood, obtained by giving a mild chemical cook to the raw material followed by fiberization in attrition mills and/or refiners;

"semi-chemical pulp plant operator" means an employee who is responsible for any or all of the processes involved in the preparation of semi-chemical pulp;

"semi-chemical pulp plant operator's helper" means an employee, other than a labourer or an employee elsewhere defined, who helps in the operation of semi-chemical pulp plant equipment;

"sewage plant attendant" means an employee who operates a plant for the pumping and clarification of sewage;

"sheet counter" means an employee who mechanically counts sheets of paper into specified quantities;

"shift worker" means an employee who is employed in an occupation in which three shifts working per 24 hours is normal practice;

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

"shunter" means an employee who changes points in a mill yard and/or flags at rail crossings;

"size plant operator" means an employee who operates a size making plant;

"slasher saw attendant" means an employee who operates equipment for slashing logs to pre-determined lengths;

"soda evaporator attendant" means an employee who operates a soda evaporator;

"soda recovery operator, Class 1," means an employee who is responsible for the operation of all equipment used for the recovery of chemicals from liquors resulting from the digestion of wood;

"soda recovery operator Class 2," means an employee who, under supervision, operates equipment used for the recovery of chemicals from liquors resulting from the digestion of wood;

"soda solution preparer" means an employee who adds water to caustic soda to obtain a solution of the required strength;

"sodium hypochlorite and hydrochloric acid plant operator" means an employee who is responsible for the manufacture and testing of sodium hypochlorite and hydrochloric acid and who may operate a sodium hypochlorite and hydrochloric acid plant;

"sorter Class 1," means an employee engaged in checking fully bleached papers generally known in the Pulp and Paper Manufacturing Industry as "writings and printings", for flaws, faults or defects, and who may account sheets of such paper;

"sorter, Class 1, qualified," means a sorter, Class 1, who has had not less than two years' experience;

"sorter, Class 1, unqualified," means a sorter, Class 1, who has had less than two years' experience;

"sorter, Class 2," means an employee engaged in checking board or paper other than fully bleached paper generally known in the Pulp and Paper Manufacturing Industry as "writings and printings" for flaws, faults or defects, and who may count sheets of board or such paper;

"stock preparation helper" means an employee, other than a labourer or an employee elsewhere defined, who helps in the operation of stock preparation equipment;

"tally clerk" means an employee who counts and records quantities;

"tissue" for the purpose of the definitions of the occupations included herein means all creped papers, including facial and toilet tissue and towelling and all uncreped bleached and semi-bleached M.G. papers of a substance less than 40 g.s.m., but excludes creped kraft;

"tissue machineman, Class 1," means an employee who is in charge of and responsible for the operation, control and adjustment of a fourdrinier tissue machine;

"tissue machineman, Class 2," means an employee who is in charge of and responsible for the operation, control and adjustment of a vat tissue machine;

"tissue repulper operator" means an employee who is responsible for and operates machinery for slushing and blending of stock for use on a tissue machine and for the preparation and addition of additives;

"tissue winderman, Class 1," means an employee, who is responsible for and who processes semi-processed tissue by re-winding, calendaring and slitting on a tissue winder;

"tissue winderman, Class 2," means an employee who operates machinery for re-winding and slitting fully processed tissue;

"tool or packing material room attendant" means an employee who controls the issue of tools, packing materials or lubricants;

"halfchemiese pulp" 'n pulp met 'n hoë sellulose-opbrengs, met inbegrip van chemiese houtpulp, wat verkry word deur die grondstof matig saam met chemikalieë te kook en dan te ontvesel in skuurmalers en/of raffineerders;

"operateur van halfchemiese pulpinstallasie" 'n werknemer wat verantwoordelik is vir enigeen van of al die prosesse wat deur die bereiding van halfchemiese pulp meegebring word;

"operateur van halfchemiese pulpinstallasie se helper" 'n werknemer, uitgesonderd 'n arbeider of 'n werknemer wat elders omskryf word, wat help met die bediening van halfchemiese pulpinstallasieuitrusting;

"bediener van rioolinstallasie" 'n werknemer wat 'n installasie bedien vir die pomp en verheldering van rioolwater;

"velteller" 'n werknemer wat velle papier meganies in vasgestelde hoeveelhede tel;

"skofwerker" 'n werknemer in diens in 'n beroep waar daar gewoonlik drie skofte per 24 uur gewerk word;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n handelslapte, 'n tekort aan grondstowwe of 'n algemene onklaarmaking van installasie of masjinerie veroorsaak deur 'n ongeluk of ander noodgeval;

"rangeerder" 'n werknemer wat wissels in 'n meulwerf en/of vlae by spooroorgange verander;

"operateur van planeerselinstallasie" 'n werknemer wat 'n installasie bedien wat planeersel maak;

"voorsaagbediener" 'n werknemer wat uitrusting hanteer om stompe volgens voorafbepaalde lengtes met 'n voorsaag te saag;

"sodaverdamerbediener" 'n werknemer wat 'n sodaverdamer bedien;

"sodaherwinner, klas 1" 'n werknemer wat verantwoordelik is vir die bediening van alle uitrusting gebruik by die herwinning van chemikalieë uit loog wat verkry word uit die vertering van hout;

"sodaherwinner, klas 2" 'n werknemer wat onder toesig uitrusting bedien wat gebruik word by die herwinning van chemikalieë uit loog verkry uit die vertering van hout;

"sodaoplossingbereider" 'n werknemer wat water by bytsoda voeg om 'n oplossing van die vereiste konsentrasie te verkry;

"operateur van natriumhipochloriet- en soutsuurinstallasie" 'n werknemer wat verantwoordelik is vir die vervaardiging en toets van natriumhipochloriet en soutsuur en wat 'n natriumhipochloriet- en soutsuurinstallasie mag bedien;

"sorteerder, klas 1" 'n werknemer wat volledig gebleekte papier, wat in die Pulp- en Papiernywerheid algemeen as "skryf- en drukpapier" bekend staan, nagaan vir gebreke, foute of defekte, en wat velle van dié papier mag tel;

"sorteerder, klas 1, gekwalifiseer" 'n sorteerder, klas 1 met minstens twee jaar ondervinding;

"sorteerder, klas 1, ongekwalifiseer" 'n sorteerder, klas 1 met minder as twee jaar ondervinding;

"sorteerder, klas 2" 'n werknemer wat bord of papier, uitgesonderd volledig gebleekte papier wat in die Pulp- en Papiernywerheid algemeen as "skryf- en drukpapier" bekend staan, nagaan vir gebreke, foute of defekte, en wat velle van dié bord of papier mag tel;

"mengselbereider se helper" 'n werknemer, uitgesonderd 'n arbeider of 'n werknemer wat elders omskryf word, wat help met die bediening van mengselbereidingsuitrusting;

"kontroleklerk" 'n werknemer wat hoeveelhede tel en aanteken;

"sneespapier", vir die toepassing van die omskrywing van die beroepe wat hierin ingesluit is, alle kreukelpapier, met inbegrip van sakdoek-, toilet- en handdoekpapier en alle ongekreukelde, gebleekte en halfgebleekte MV-papier van minder as 40 g.v.m., maar uitgesonderd gekreukelde kraft;

"sneespapiermasjienbediener, klas 1" 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n Fourdrinier-sneespapiermasjien;

"sneespapiermasjienbediener, klas 2" 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n kuipsneespapiermasjien;

"operateur van sneespapierherverpulper" 'n werknemer wat verantwoordelik is vir masjinerie wat die mengsel flodder en meng vir gebruik op 'n sneespapiermasjien en vir die bereiding en byvoeging van bymiddels, en wat dié masjien bedien;

"bediener van sneespapieroproller, klas 1" 'n werknemer wat halfverwerkte sneespapier verwerk deur dit op 'n sneespapieroproller weer op te rol, te kalender en te sny en wat daarvoor verantwoordelik is;

"bediener van sneespapieroproller, klas 2" 'n werknemer wat masjinerie bedien wat volledig verwerkte sneespapier weer oprol en sny en daarvoor verantwoordelik is;

"bediener van gereedskap- of pakmateriaalkamer" 'n werknemer wat die uitreiking van gereedskap, pakmateriaal of smeermiddels beheer;

"trainee" means a male employee over the age of twenty-one years being trained in any or all sections or activities of an establishment in the Pulp and Paper Manufacturing Industry, other than in trades designated in terms of the Apprenticeship Act;

"turbine attendant" means an employee who operates and controls a steam turbine or diesel generator set, excluding the starting up and placing on load of such set;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; provided that in the case of a 2 or 3 wheeled motor cycle, motor scooter, auto-cycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed to be under 1,000 lb;

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

"wash filter operator, Class 1," means an employee who is responsible for the operation of and who operates, controls and adjusts vacuum filters and screens for the washing and screening of pulp other than semi-chemical pulp;

"wash filter operator, Class 2," means an employee who, under supervision, operates vacuum filters and screens for the washing and screening of pulp;

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

"water clarification plant attendant" means an employee who attends to the filling of chemical hoppers, cleaning of filters, opening and closing valves and stopping and starting pumps used in the clarification of water;

"water softening plant operator" means an employee who operates a water softening plant;

"wood grinderman" means an employee who is responsible for the operation of and who operates, controls and adjusts machinery for making groundwood, including screening, refining, thickening and blending equipment;

"wood preparation plant operator, Class 1," means an employee who is in charge of a wood stock yard and who is responsible for and operates, controls and adjusts plant for the offloading of wood and its conversion into chips for the manufacture of pulp;

"wood preparation plant operator, Class 2," means an employee who is in charge of a wood stock yard and who is responsible for and who operates, controls and adjusts plant for the offloading, cleaning and cutting of logs for the manufacture of groundwood or semi-chemical pulp;

"wood yard attendant" means an employee who attends to a wood stock yard, including loading, offloading and conveying equipment.

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that scale in which he is wholly or mainly engaged.

4. WAGES

(1) (a) The minimum wage as at 1 December 1969, which shall be paid by an employer to each of his employees shall be as set out in paragraph (b) hereunder provided that the wages as set out in that paragraph shall be adjusted at six monthly intervals, by 1% (per cent) for each 1% (per cent) variation in the Consumer Price Index, the final figure being rounded up to the next $\frac{1}{2}$ (half) cent. The first adjustment shall be made in 1 June 1970, whilst the final adjustment shall be made on 1 June 1973.

For the purpose of this clause "Consumer Price Index Figure" shall mean the weighted average in the nine principal areas for all items as published by the Director of Census and Statistics in the *Government Gazette*. The expression "variation in the Consumer Price Index" shall mean in the case of adjustments to be made on 1 June of a year, the variation in the Consumer Price Index figures for the months of September and March preceeding June of that year, and in the case of adjustments to be

"kwekeling" 'n manlike werknemer, ouer as 21 jaar, wat opgelei word in enigeen van of alle afdelings of werksaamhede van 'n bedryfsinrigting in die Pulp- en Papiernywerheid, uitgesonderd in aangewese bedrywe ingevolge die Wet op Vakleerlinge;

"turbinebediener" 'n werknemer wat 'n stoomturbine of diesel-generatorstel bedien en beheer, maar dit nie aanskakel of belas nie;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee op 'n lisensie of sertifikaat wat ten opsigte van so 'n voertuig of sleepwa uitgereik is deur 'n owerheid wat kragtens wet die bevoegdheid besit om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie, kragfiets of fiets met 'n hulpenjin, die onbelaste gewig minder as 1,000 lb geag word;

"loon" die bedrag geld wat kragtens klousule 4 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 6: Met dien verstande dat waar 'n werkgever 'n werknemer gereeld 'n hoër bedrag betaal ten opsigte van sodanige gewone werkure as dié voorgeskryf in klousule 4, dit dié groter bedrag beteken;

"wasfilteroperateur, klas 1," 'n werknemer wat verantwoordelik is vir die bediening van vakuumsfilters en siwwe vir die was en sif van pulp, uitgesonderd halfchemiese pulp, en wat dit bedien, beheer en stel;

"wasfilteroperateur, klas 2," 'n werknemer wat onder toesig vakuumsfilters en siwwe bedien vir die was en sif van pulp;

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

"bediener van waterverhelderingsinstallasie" 'n werknemer wat chemiese vultregters volmaak, filters skoonmaak, kleppe oop- en toemaak en pompe aan- en afskakel wat by die verheldering van water gebruik word;

"operateur van waterversagtingsinstallasie" 'n werknemer wat 'n waterversagtingsinstallasie bedien;

"houtmalerbiedener" 'n werknemer wat verantwoordelik is vir die bediening van masjinerie vir die maak van houtpulp, met inbegrip van sif-, raffineer-, verdik- en menguitrusting, en dit bedien, beheer en stel;

"operateur van houtbereidingsinstallasie, klas 1" 'n werknemer wat toesig hou oor 'n houtopslagplek en wat verantwoordelik is vir installasies vir die aflaai, skoonmaak en saag van stompe vir die vervaardiging van houtpulp of halfchemiese pulp, en wat dié installasies bedien, beheer en stel;

"operateur van houtbereidingsinstallasie, klas 2" 'n werknemer wat toesig hou oor 'n houtopslagplek en wat verantwoordelik is vir installasies vir die aflaai, skoonmaak en saag van stompe vir die vervaardiging van houtpulp of halfchemiese pulp, en wat dié installasies bedien, beheer en stel;

"houtwerfbiedener" 'n werknemer wat in 'n houtopslagplek werk, en wat ook laai, aflaai en uitrusting vervoer.

Wanneer 'n werknemer vir die toepassing van hierdie Ooreenkoms geklassifiseer word, word hy geag onder dié skaal te ressorteer waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE

(1) (a) Die minimum loon soos op 1 Desember 1969, wat 'n werkgever aan elk van sy werknemers moet betaal, is soos in paragraaf (b) hieronder uiteengesit: Met dien verstande dat die lone soos in dié paragraaf uiteengesit, elke ses maande aangepas moet word met een persent vir elke een persent verandering in die verbruikerprysindeks. Die finale syfer moet tot die naaste $\frac{1}{2}$ (halwe) sent benader word. Die eerste aanpassing moet op 1 Junie 1970 geskied, terwyl die finale aanpassing op 1 Junie 1973 moet geskied.

Vir die toepassing van hierdie klousule beteken "verbruikerprysindeks" die beswaarde gemiddelde in die nege hoofgebiede vir alle items soos deur die Direkteur van Sensus en Statistiek in die *Staatskoerant* gepubliseer. "Verandering in die verbruikerprysindeks" beteken, in die geval van aanpassings wat op 1 Junie van 'n jaar geskied, die verandering in die verbruikerprysindekssyfers vir die maande September en Maart wat Junie van daardie jaar voorafgaan, en in die geval van

made on 1 December of a year, the variation in the Consumer Price Index Figures for the months of March and September preceeding December of that year.

(b) Employees other than casual employees:—

	Pay rate per week in all areas R
Chemical technician:	
During first year of experience.....	20.90
During second year of experience.....	22.70
During third year of experience.....	25.30
During fourth year of experience.....	28.40
Thereafter.....	31.40
Foreman.....	32.50
Assistant foreman.....	29.10
Forewoman.....	20.90
Handyman.....	19.10
Factory clerk, qualified.....	11.50
Factory clerk, unqualified:—	
During first six months of experience.....	9.20
During second six months of experience.....	10.40
Sorter, class 1, qualified.....	11.20
Sorter, class 1, unqualified:—	
During first six months of experience.....	6.50
During second six months of experience.....	7.70
During third six months of experience.....	8.80
During fourth six months of experience.....	10.00
Motor vehicle driver of a motor vehicle the unladen weight of which together with any trailer or trailers drawn by such vehicle—	
(i) does not exceed 6,000 lb.....	15.70
(ii) exceeds 6,000 lb but does not exceed 10,000 lb.....	19.30
(iii) exceeds 10,000 lb.....	25.60
Artisan.....	1.00
Scale A employee:—	
During first six months of experience.....	0.57
After first six months of experience.....	0.65
After one year of experience.....	0.69
After one and a half years of experience.....	0.73
After two years of experience.....	0.77
After two and a half years of experience.....	0.79
After three years of experience.....	0.82
After four years of experience.....	0.86
After five years of experience.....	0.89½
Scale B employee:—	
During first six months of experience.....	0.56
After first six months of experience.....	0.63
After one year of experience.....	0.66
After one and a half years of experience.....	0.71
After two years of experience.....	0.74
After two and a half years of experience.....	0.77
After three years of experience.....	0.79
After four years of experience.....	0.81
After five years of experience.....	0.84½
Scale C employee:—	
During first six months of experience.....	0.53
After first six months of experience.....	0.60
After one year of experience.....	0.64
After one and a half years of experience.....	0.69
After two years of experience.....	0.72
After two and a half years of experience.....	0.74
After three years of experience.....	0.75
After four years of experience.....	0.78
Scale D employee:—	
During first six months of experience.....	0.51
After first six months of experience.....	0.57
After one year of experience.....	0.61
After one and a half years of experience.....	0.64
After two years of experience.....	0.68
After two and a half years of experience.....	0.70
After three years of experience.....	0.73½

aanpassings wat op 1 Desember geskied, die verandering in die verbruikerprysindekssyfers vir die maande Maart en September wat Desember van daardie jaar voorafgaan.

(b) Werknemers, uitgesonderd los werknemers:—

	Loon per week in alle ge- biede R c
Chemiese tegnikus:	
Gedurende eerste jaar ondervinding.....	20.90
Gedurende tweede jaar ondervinding.....	22.70
Gedurende derde jaar ondervinding.....	25.30
Gedurende vierde jaar ondervinding.....	28.40
Daarna.....	31.40
Voorman.....	32.50
Assistent-voorman.....	29.10
Voorvrou.....	20.90
Faktotum.....	19.10
Fabrieksklerk, gekwalifiseer.....	11.50
Fabrieksklerk, ongekwalifiseer:	
Gedurende eerste ses maande ondervinding.....	9.20
Gedurende tweede ses maande ondervinding.....	10.40
Sorteerder, klas 1, gekwalifiseer.....	11.20
Sorteerder, klas 1, ongekwalifiseer:	
Gedurende eerste ses maande ondervinding.....	6.50
Gedurende tweede ses maande ondervinding.....	7.70
Gedurende derde ses maande ondervinding.....	8.80
Gedurende vierde ses maande ondervinding.....	10.00
Motorvoertuigbestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met dié van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—	
(i) hoogstens 6,000 lb is.....	15.70
(ii) meer as 6,000 lb maar hoogstens 10,000 lb is.....	19.30
(iii) meer as 10,000 lb is.....	25.60
Ambagsman.....	1.00
Skaal A-werknemer:	
Gedurende eerste ses maande ondervinding.....	0.57
Na eerste ses maande ondervinding.....	0.65
Na een jaar ondervinding.....	0.69
Na een en 'n half jaar ondervinding.....	0.73
Na twee jaar ondervinding.....	0.77
Na twee en 'n half jaar ondervinding.....	0.79
Na drie jaar ondervinding.....	0.82
Na vier jaar ondervinding.....	0.86
Na vyf jaar ondervinding.....	0.89½
Skaal B-werknemer:	
Gedurende eerste ses maande ondervinding.....	0.56
Na eerste ses maande ondervinding.....	0.63
Na een jaar ondervinding.....	0.66
Na een en 'n half jaar ondervinding.....	0.71
Na twee jaar ondervinding.....	0.74
Na twee en 'n half jaar ondervinding.....	0.77
Na drie jaar ondervinding.....	0.79
Na vier jaar ondervinding.....	0.81
Na vyf jaar ondervinding.....	0.84½
Skaal C-werknemer:	
Gedurende eerste ses maande ondervinding.....	0.53
Na eerste ses maande ondervinding.....	0.60
Na een jaar ondervinding.....	0.64
Na een en 'n half jaar ondervinding.....	0.69
Na twee jaar ondervinding.....	0.72
Na twee en 'n half jaar ondervinding.....	0.74
Na drie jaar ondervinding.....	0.75
Na vier jaar ondervinding.....	0.78
Skaal D-werknemer:	
Gedurende eerste ses maande ondervinding.....	0.51
Na eerste ses maande ondervinding.....	0.57
Na een jaar ondervinding.....	0.61
Na een en 'n half jaar ondervinding.....	0.64
Na twee jaar ondervinding.....	0.68
Na twee en 'n half jaar ondervinding.....	0.70
Na drie jaar ondervinding.....	0.73½

	<i>In the Witwatersrand Area, the Cape Peninsula and the Magisterial Districts of Durban and Port Elizabeth (Pay rate per hour)</i>	<i>All other areas (Pay rate per hour)</i>
Scale E employee:—	c	c
During first six months of experience.....	48	45
After first six months of experience.....	53	51
After one year of experience.....	57	55
After one and a half years of experience..	59	57
After two years of experience.....	63	60
After two and a half years of experience..	65	63
After three years of experience.....	68	65
Scale F employee:—		
During first six months of experience.....	43	41
After first six months of experience.....	46	44
After one year of experience.....	50	48
After one and a half years of experience..	52	50
After two years of experience.....	56	53
After two and a half years of experience..	59	57
Scale G employee:—		
During first six months of experience.....	41	38
After first six months of experience.....	43	41
After one year of experience.....	46	43
After one and a half years of experience..	50	48
After two years of experience.....	52½	50½
Scale H employee:—		
During first six months of experience.....	36	38
After first six months of experience.....	39	41
After one year of experience.....	42	43
After one and a half years of experience..	44	48
After two years of experience.....	46	50½
Scale J employee:—		
During first six months of experience.....	34	34
After first six months of experience.....	36	36
After one year of experience.....	38	38
After one and a half years of experience..	42	41
Scale K employee:—		
During first six months of experience.....	31	31
After first six months of experience.....	34	34
After one year of experience.....	36	36
After one and a half years of experience..	38	38
Trainee:—		
During first three months of experience...	27	27
After first three months of experience.....	31	31
After one year of experience.....	35	35
After one and a half years of experience..	38	38
Learner:—		
During first three months of experience...	20	20
After first three months of experience.....	23	23
After one year of experience.....	28	28
After one and a half years of experience..	32	32
	Pay rate per week R	
Scale L employee:—		
(i) In the Cape Peninsula.....	11.00	
(ii) In the Magisterial District of Johannesburg.....	10.10	
(iii) In the Magisterial District of Durban.....	9.60	
(iv) In the Magisterial District of Port Elizabeth and in the Witwatersrand area excluding the Magisterial District of Johannesburg.....	9.90	
(v) All other areas.....	7.10	
Male labourers over the age of 18 years:—		
(i) In the Cape Peninsula.....	9.90	
(ii) In the Magisterial District of Johannesburg.....	9.00	
(iii) In the Magisterial District of Durban.....	8.50	
(iv) In the Magisterial District of Port Elizabeth and in the Witwatersrand area excluding the Magisterial District of Johannesburg.....	8.80	
(v) All other areas.....	6.00	

	<i>In die Witwatersrand-gebied, die Kaapse Skiereiland en die landdrosdistrikte Durban en Port Elizabeth (loon per uur)</i>	<i>Alle ander gebiede (loon per uur)</i>
Skaal E-werknemer: c	c	
Gedurende eerste ses maande ondervinding...	48	45
Na eerste ses maande ondervinding.....	53	51
Na een jaar ondervinding.....	57	55
Na een en 'n half jaar ondervinding.....	59	57
Na twee jaar ondervinding.....	63	60
Na twee en 'n half jaar ondervinding.....	65	63
Na drie jaar ondervinding.....	68	65
Skaal F-werknemer: c	c	
Gedurende eerste ses maande ondervinding..	43	41
Na eerste ses maande ondervinding.....	46	44
Na een jaar ondervinding.....	50	48
Na een en 'n half jaar ondervinding.....	52	50
Na twee jaar ondervinding.....	56	53
Na twee en 'n half jaar ondervinding.....	59	57
Skaal G-werknemer: c	c	
Gedurende eerste ses maande ondervinding..	41	38
Na eerste ses maande ondervinding.....	43	41
Na een jaar ondervinding.....	46	43
Na een en 'n half jaar ondervinding.....	50	48
Na twee jaar ondervinding.....	52½	50½
Skaal H-werknemer: c	c	
Gedurende eerste ses maande ondervinding..	36	38
Na eerste ses maande ondervinding.....	39	41
Na een jaar ondervinding.....	42	43
Na een en 'n half jaar ondervinding.....	44	48
Na twee jaar ondervinding.....	46	50½
Skaal J-werknemer: c	c	
Gedurende eerste ses maande ondervinding..	34	34
Na eerste ses maande ondervinding.....	36	36
Na een jaar ondervinding.....	38	38
Na een en 'n half jaar ondervinding.....	42	41
Skaal K-werknemer: c	c	
Gedurende eerste ses maande ondervinding..	31	31
Na eerste ses maande ondervinding.....	34	34
Na een jaar ondervinding.....	36	36
Na een en 'n half jaar ondervinding.....	38	38
Kwekeling: c	c	
Gedurende eerste drie maande ondervinding	27	27
Na eerste drie maande ondervinding.....	31	31
Na een jaar ondervinding.....	35	35
Na een en 'n half jaar ondervinding.....	38	38
Leerling: c	c	
Gedurende eerste drie maande ondervinding	20	20
Na eerste drie maande ondervinding.....	23	23
Na een jaar ondervinding.....	28	28
Na een en 'n half jaar ondervinding.....	32	32
	Loon per week R	
Skaal L-werknemer: c	c	
(i) In die Kaapse Skiereiland.....	11.00	
(ii) In die landdrosdistrik Johannesburg.....	10.10	
(iii) In die landdrosdistrik Durban.....	9.60	
(iv) In die landdrosdistrik Port Elizabeth en in die Witwatersrandgebied, uitgesonderd die landdrosdistrik Johannesburg.....	9.90	
(v) Alle ander gebiede.....	7.10	
Manlike arbeiders ouer as 18 jaar: c	c	
(i) In die Kaapse Skiereiland.....	9.90	
(ii) In die landdrosdistrik Johannesburg.....	9.00	
(iii) In die landdrosdistrik Durban.....	8.50	
(iv) In die landdrosdistrik Port Elizabeth en in die Witwatersrandgebied, uitgesonderd die landdrosdistrik Johannesburg.....	8.80	
(v) Alle ander gebiede.....	6.00	

	Pay rate per week R
Male labourers under the age of 18 years:—	
(i) In the Cape Peninsula.....	7.60
(ii) In the Magisterial District of Johannesburg.....	6.90
(iii) In the Magisterial District of Durban.....	6.50
(iv) In the Magisterial District of Port Elizabeth and in the Witwatersrand area excluding the Magisterial District of Johannesburg.....	6.70
(v) All other areas.....	4.90
Female labourers:—	
(i) In the Cape Peninsula.....	8.00
(ii) In the Magisterial District of Johannesburg.....	7.30
(iii) In the Magisterial District of Durban.....	6.90
(iv) In the Magisterial District of Port Elizabeth and in the Witwatersrand area excluding the Magisterial District of Johannesburg.....	7.10
(v) All other areas.....	5.10

Provided that an amount equal to 2% (per cent) rounded off to the nearest $\frac{1}{2}$ (half) cent, of the above minimum wages as at 1 December 1969, shall be added to minimum wages as may be adjusted in terms of paragraph (a) above, on 1 December 1970, 1 December 1971 and 1 December 1972, respectively. Provided further that these 2% (per cent) increases shall not be taken into account when making adjustments in accordance with Consumer Price Index variations in terms of paragraph (a) of this subclause.

For the purpose of this clause the expression "Witwatersrand area" shall mean the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Pretoria and Vereeniging, and the expression "Cape Peninsula" shall mean the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

(c) *Casual employees.*—A casual employee shall receive for each day or part of a day of employment not less than one-fifth of the weekly wage (or in the case of a rising scale, one-fifth of the weekly wage for a qualified employee) prescribed for an employee in the same area and of the same sex performing the same class of work as the casual employee is required to perform.

(d) *Service allowance.*—Artisans, scales A, B, C, D and E employees and sorters, Class 1, who have had 5 years' continuous employment with the same employer (whether before or after the coming into operation of this Agreement), shall be paid by that employer, in addition to the wage prescribed for such employee in paragraphs (a) and (b), a service allowance calculated by reference to all further continuous employment with such employer (whether before or after the coming into operation of this Agreement), of not less than 2½ cents per hour, increasing to 3 cents per hour after 10 years continuous employment and further increasing to 4 cents per hour after 15 years employment.

(e) *Shift allowance.*—An artisan who works on afternoon or night shift shall receive an additional allowance of 50 cents for each full shift so worked.

(f) Nothing contained in this Agreement shall operate to reduce any wage or any benefit prescribed in the Agreement for the Pulp and Paper Manufacturing Industry published in *Government Gazette* 1511 of 12 August 1966 which an employee was receiving at the date of coming into operation of this present Agreement whilst he is employed by the same employer.

(2) An employee, other than a casual employee, save as provided in clause 5 (6) shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) or determined in accordance with subclause (5) for an employee of his classification and area whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 or less.

(3) *Differential wage.*—An employer who requires or permits a member of one classification of his employees to perform for longer than one hour in the aggregate on any day or during any shift, either in addition to his own work or in substitution therefore, work of another classification for which either—

- (a) a wage higher than that of his own classification, or
 - (b) a rising scale of wages terminating in a wage higher than that of his own classification,
- is prescribed in subclause (1), shall pay to such employee in respect of that day or that shift—

- (i) in the case referred to in paragraph (a), not less than one-sixth of the higher weekly wage prescribed in subclause (1), and

	Loon per week R
Manlike arbeiders onder die ouderdom van 18 jaar:	
(i) In die Kaapse Skiereiland.....	7.60
(ii) In die landdrosdistrik Johannesburg.....	6.90
(iii) In die landdrosdistrik Durban.....	6.50
(iv) In die landdrosdistrik Port Elizabeth en in die Witwatersrandgebied; uitgesonderd die landdrosdistrik Johannesburg.....	6.70
(v) Alle ander gebiede.....	4.90
Vroulike arbeiders:	
(i) In die Kaapse Skiereiland.....	8.00
(ii) In die landdrosdistrik Johannesburg.....	7.30
(iii) In die landdrosdistrik Durban.....	6.90
(iv) In die landdrosdistrik Port Elizabeth en in die Witwatersrandgebied; uitgesonderd die landdrosdistrik Johannesburg.....	7.10
(v) Alle ander gebiede.....	5.10

Met dien verstande dat 'n bedrag gelyk aan twee persent, tot die naaste $\frac{1}{2}$ (half) sent benader, van bogenoemde minimum lone soos op 1 Desember 1969 gevoeg moet word by minimum lone wat kragtens paragraaf (a) hierbo op onderskeidelik 1 Desember 1970, 1 Desember 1971 en 1 Desember 1972 aangepas mag word. Voorts met dien verstande dat hierdie verhogings van twee persent nie in aanmerking geneem mag word wanneer aanpassings ooreenkomstig die verbruikerprysindeksverandering kragtens paragraaf (a) van hierdie subklousule geskied nie.

Vir die toepassing van hierdie klousule beteken die uitdrukking "Witwatersrandgebied" die landdrosdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Pretoria en Vereeniging, en beteken die uitdrukking "Kaapse Skiereiland" die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad.

(c) *Los werknemers.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een vyfde van die weekloon (of in die geval van 'n stygende skaal, een vyfde van die weekloon vir 'n gekwalifiseerde werknemer) ontvang wat voorgeskryf word vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat die los werknemer moet verrig.

(d) *Dienstoeleae.*—Ambagsmanne, skaal A-, B-, C-, D- en E-werknemers en sorteers, klas 1, met vyf jaar ononderbroke diens by dieselfde werkgever (hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms), moet, benewens die loon voorgeskryf vir so 'n werknemer in subklousule (a), 'n diens-toelae deur so 'n werkgever betaal word wat bereken is met verwysing na alle verdere ononderbroke diens by so 'n werkgever (hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms), van minstens 2½ sent per uur wat vermeerder tot drie sent per uur na 10 jaar ononderbroke diens en verder vermeerder tot vier sent per uur na 15 jaar diens.

(e) *Skoftoeleae.*—'n Ambagsman wat middag- of nagskof werk, moet 'n bykomende toelae van vyftig sent ontvang vir elke volle skof wat hy aldus werk.

(f) Geen bepaling in hierdie Ooreenkoms mag 'n loon of voordeel verminder wat voorgeskryf is in die Ooreenkoms vir die Pulp- en Papiernywerheid wat in *Staatskoerant* 1511 van 12 Augustus 1966 gepubliseer is nie, wat 'n werkgever ontvang het op die datum van inwerkingtreding van dié huidige Ooreenkoms terwyl hy by dieselfde werkgever in dien is nie.

(2) 'n Werknemer, uitgesonderd 'n los werknemer, moet, behoudens die bepalings van klousule 5 (6), ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) voorgeskryf word of ooreenkomstig subklousule (5) bereken word vir 'n werknemer van sy klas en gebied, afgesien daarvan of hy in daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag of gedurende 'n skof, hetsy 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 eindig op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet aan dié werknemer ten opsigte van daardie dag of daardie skof—

- (i) in die geval bedoel in paragraaf (a), minstens een-sesde van die hoër weekloon voorgeskryf in subklousule (1) betaal; en

- (ii) in the case referred to in paragraph (b), not less than one-sixth of the highest weekly wage prescribed in subclause (1) for the higher classification:

Provided that where the sole difference between classifications is, in terms of subclause (1), based on experience, length of employment, sex or age, the provisions of this subclause shall not apply.

(4) An employee may be required to perform work of an equal or lower classification than that in which he is mainly engaged.

(5) When an employee has for a continuous period of six months acted in an occupation in a higher scale than that in which he is normally occupied, the occupation in the higher scale shall become his normal occupation.

(6) *Calculation of wage.*—(a) The weekly wage of an employee for whom an hourly wage is prescribed in subclause (1) shall be his hourly wage multiplied by the number of ordinary hours of work per week prescribed in clause 6 for an employee of his classification.

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

(7) For the purpose of this clause, the expression "employment" means continuous employment with the same employer.

5. PAYMENT OF REMUNERATION

(1) *Employee other than a casual employee.*—Save as provided in clause 7 (3) any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, monthly, during the hours of work or within 15 minutes of ceasing work for the day on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day. Any remuneration due to an employee in terms of this Agreement shall be handed to him in a sealed envelope or container on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name, or number and occupation, the number of ordinary hours, overtime hours, or additional overtime hours worked, hours worked on a Sunday, the remuneration due and the period in respect of which the payment is made, details of any deductions made, and such envelope or container on which these particulars are reflected, or such statement shall become the property of the employee.

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

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

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

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

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

(a) With the written consent of his employee a deduction for a holiday, sick benefit, insurance, savings, provident or pension fund; provided that in the case of a deduction for a sick benefit or provident fund referred to in the fifth proviso to clause 9 (1) the written consent of the employee need not be obtained;

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

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

- (ii) in die geval bedoel in paragraaf (b), minstens een sesde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word, betaal:

Met dien verstande dat waar die enigste verskil tussen klasse ooreenkomstig subklousule (1) op ondervinding, dienstydperk, geslag of ouderdom berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) Daar mag van 'n werknemer vereis word om werk te verrig van dieselfde of 'n laer klas as dié wat hy hoofsaaklik verrig.

(5) Wanneer 'n werknemer vir 'n ononderbroke tydperk van ses maande diens gedoen het in 'n beroep met 'n hoër skaal as dié waarin hy gewoonlik diens doen, word die beroep met die hoër skaal sy gewone beroep.

(6) *Berekening van loon.*—(a) Die weekloon van 'n werknemer vir wie 'n uurloon in subklousule (1) voorgeskryf word, is sy uurloon vermenigvuldig met die getal gewone werkure per week voorgeskryf in klousule 6 vir 'n werknemer van sy klas.

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

(7) Vir die toepassing van hierdie klousule beteken die uitdrukking "diens" ononderbroke diens by dieselfde werkgever.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepaling van klousule 7 (3), moet 'n bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, wekeliks of, indien die werkgever en werknemer daarvoor ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of binne 15 minute na hy vir die dag ophou werk het op die gewone betaaldag van die bedryfsinrigting of by beëindiging van diens indien dit voor die gewone betaaldag geskied. Besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet aan hom oorhandig word in 'n verseëelde koevert of houer waarop die volgende weergegee moet word of wat vergesel moet gaan van 'n staat wat die volgende toon: Die werkgever se naam, die werknemer se naam of nommer en beroep, die getal gewone werkure, oortydure of bykomende oortydure wat gewerk is, die getal ure wat op 'n Sondag gewerk is, die besoldiging wat verskuldig is en die tydperk ten opsigte waarvan die betaling geskied en besonderhede van aftrekkings. So 'n koevert of houer waarop dié besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

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

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom ontvang word ten opsigte van die indiensneming of opleiding van 'n werknemer nie; Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe 'n werkgever volgens wet moet bydra nie.

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

(5) *Etes en huisvesting.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, soos gewysig, mag 'n werkgever nie van sy werknemer vereis om by hom of by 'n persoon of plek aangewys deur hom, te eet en gehuisves te word of te eet of gehuisves te word nie.

(6) *Boetes en aftrekkings.*—'n Werkgever mag nie sy werknemer boetes opleë nie en hy mag ook geen bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

(a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse: Met dien verstande dat dit in die geval van 'n aftrekking vir 'n siektebystands- of voorsorgfondse bedoel in die vyfde voorbehoudsbepaling van klousule 9 (1) nie nodig is om die skriftelike toestemming van die werknemer te verkry nie;

(b) behoudens ander bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk af wegbly, uitgesonderd op las of versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die weekloon wat so 'n werknemer op dié tydstip ontvang het ten opsigte van sy gewone werkure;

(c) die aftrekking van 'n bedrag wat regtens of op las van 'n bevoegde hof van 'n werkgever vereis word of wat hy toegelaat word om af te trek;

(d) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Republic Day 1971, Kruger Day, Day of the Covenant or Christmas Day on which an employee is permitted not to work, of the wage which he would have received had he worked on such day;

(e) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, as amended, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder or such revised amount as may be promulgated by competent Government authority:—

<i>In the Cape Peninsula, Witwatersrand Area and the Magisterial Districts of Port Elizabeth and Durban</i>		
	<i>Per week</i>	<i>Per month</i>
	<i>R</i>	<i>R</i>
Board.....	0.80	3.47
Lodging.....	0.40	1.73
Board and lodging.....	1.20	5.20
<i>All other areas</i>		
	<i>Per week</i>	<i>Per month</i>
	<i>R</i>	<i>R</i>
Board.....	0.50	2.16½
Lodging.....	0.30	1.30
Board and lodging.....	0.80	3.46½

(f) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by 46: Provided that no deduction shall be made—

(i) in the case of short-time arising out of such circumstances as temporary slackness of trade, shortage of raw materials, shortage of railway trucks or adverse weather conditions unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time arising out of a general breakdown of plant or machinery caused by accident or other unforeseen emergency, in respect of the first shift not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(g) with the written consent of the employee deductions shall be made by his employer for contributions to the funds of the trade unions.

For the purpose of this clause the expression "Witwatersrand Area" shall mean the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Pretoria, Springs, Nigel, Heidelberg and Vereeniging, and the expression "Cape Peninsula" shall mean the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

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

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

(a) in the case of an employee who works a six-day week, other than a shift worker—

(i) forty-six hours in any week from Monday to Saturday;

(ii) eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day but so that the maximum shall not exceed 46 hours in any week;

(b) in the case of an employee who works a five-day week, other than a shift worker—

(i) forty-six hours in any one week from Monday to Friday;

(ii) nine and one-fifth hours on any day;

(c) in the case of a shift worker—

(i) forty-six hours in any week;

(ii) eight hours on any day but the maximum ordinary hours per week shall not exceed 46.

(d) ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag 1971, Krugerdag, Geloftedag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang het as hy op so 'n dag gewerk het;

(e) waar 'n werknemer instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, soos gewysig, van hom vereis word om etes of huisvesting of etes en huisvesting by sy werkgever te aanvaar, 'n aftrekking wat nie die bedrae te bowe gaan nie wat hieronder verskyn of dié hersiene bedrag wat deur 'n bevoegde Regeringsowerheid gepromulgeer word:—

<i>In die Kaapse Skiereiland, Witwatersrandgebied en die landdrosdistrikte Port Elizabeth en Durban</i>		
	<i>Per week</i>	<i>Per maand</i>
	<i>R</i>	<i>R</i>
Etes.....	0.80	3.47
Huisvesting.....	0.40	1.73
Etes en huisvesting.....	1.20	5.20
<i>Alle ander gebiede</i>		
	<i>Per week</i>	<i>Per maand</i>
	<i>R</i>	<i>R</i>
Etes.....	0.50	2.16½
Huisvesting.....	0.30	1.30
Etes en huisvesting.....	0.80	3.46½

(f) Wanneer die gewone werkure voorgeskryf in klousule 6 verminder word weens korttyd, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur 46: Met dien verstande dat geen bedrae afgetrek mag word nie—

(i) in die geval van korttyd wat voortspruit uit omstandighede soos 'n tydelike handelslapte, 'n tekort aan grondstowwe, 'n tekort aan spoorwegtrokke of gure weerstoestande, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat voortspruit uit 'n algemene onklaarraking van installasie of masjinerie wat veroorsaak is deur 'n ongeluk of 'n ander onvoorsiene noodtoestand, ten opsigte van die eerste skof wat nie gewerk is nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie;

(g) met die skriftelike toestemming van die werknemer, bedrae afgetrek deur die werkgever vir bydraes tot die fondse van die vakverenigings.

Vir die toepassing van hierdie klousule beteken die uitdrukking "Witwatersrandgebied" die landdrosdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Pretoria, Springs, Nigel, Heidelberg en Vereeniging, die uitdrukking "Kaapse Skiereiland" die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad.

6. GEWONE WERKURE, OORTYDWERK EN OORTYD-BETALING

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer as die volgende wees nie:—

(a) In die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat 'n sesdagweek werk—

(i) ses-en-veertig uur in 'n week van Maandag tot Saterdag;

(ii) agt uur per dag, tensy die ure op een dag nie vyf te bowe gaan nie, in welke geval die ure op die ander dae nie meer as agt en 'n half op 'n bepaalde dag mag wees nie, maar sodat die maksimum nie meer as 46 uur in 'n week is nie;

(b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat 'n vyfdagweek werk—

(i) ses-en-veertig uur in een bepaalde week van Maandag tot Vrydag;

(ii) nege en een-vyfde uur op 'n bepaalde dag;

(c) in die geval van 'n skofwerker—

(i) ses-en-veertig uur in 'n bepaalde week;

(ii) agt uur op 'n bepaalde dag, maar die maksimum gewone werkure per week mag nie meer as 46 wees nie.

(2) *Casual employee.*—The ordinary hours of work of a casual employee shall not exceed eight and a half on any day.

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

(i) if such interval be longer than one hour any period in excess of an hour and one-quarter shall be deemed to be ordinary hours of work;

(ii) periods of work interrupted by less than one hour shall be deemed to be continuous.

(4) *Rest interval.*—An employer shall grant to each of his employees, other than a shift worker, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period during which such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(5) The application of the provisions of subclause (1) may be modified within the limits specified in the said subclause by giving not less than seven days notice.

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

(7) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours of work prescribed in subclauses (1) and (2) shall be deemed to be overtime.

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

(9) *Female employees.*—Notwithstanding anything to the contrary in subclauses (1) to (8) inclusive, an employer shall not require or permit a female employee to work—

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 p.m. or more than five days in any week;

(c) overtime for more than two hours on any day;

(d) overtime on more than three consecutive days;

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

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

(i) given notice thereof to such employee before the meal interval of that day; or

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

(iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and partake of a meal before the overtime is due to commence.

(10) *Payment of overtime.*—An employer shall pay to his employee in respect of all overtime worked by the employee at a rate not less than one and one-third times the employee's wage paid;

(11) *Call-out.*—Employees who are called out on any day other than Sunday or public holiday shall be paid overtime rates for the period so worked or for four hours at overtime rates whichever is the greater. Provided that if a second or subsequent call-out is within four hours of the time of commencement of the original call-out no additional pay shall be granted, unless the period worked on a second or subsequent call-out extends beyond the four hours of the time of commencement of the original call-out in which event the additional period worked qualifies for overtime rates. If after four hours of commencement of the original call-out a further call-out be necessary, then the employee shall be paid on the same basis as the original call-out. An employee called out on a Sunday or public holiday shall be paid in accordance with clause 10.

"Call-out" means where an employee whether on standby or not, has left the establishment in which he is employed and is asked to return to work.

"Standby" means where an employee is required to hold himself in readiness to work outside his ordinary working hours for a period not in excess of seven consecutive days. Such employee shall, in addition to his ordinary remuneration, be paid an allowance of not less than one day's wage for every completed seven consecutive days period.

"Leaving establishment" means when the employee has clocked out or signed off on completion of his ordinary working hours or any overtime period he is detailed to perform.

(2) *Los werknemers.*—Die gewone werkure van 'n los werknemer mag nie meer as agt en 'n half op 'n bepaalde dag wees nie.

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n skofwerker, vereis of hom toelaat om meer as vyf ure ononderbroke te werk nie sonder 'n etenspouse van minstens een uur waarin daar nie van so 'n werknemer vereis mag word of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word nie geag deel uit te maak van die gewone werkure of oortyd nie: Met dien verstande dat—

(i) as die pouse langer as een uur is, alle tydperke wat langer as 'n uur en 'n kwart is, geag word gewone werkure te wees;

(ii) werktydperke wat deur minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Ruspouse.*—'n Werkgever moet aan elk van sy werknemers, uitgesonderd 'n skofwerker, 'n ruspouse toestaan van minstens 10 minute so na as moontlik aan die middel van elke oggend- en namiddagwerktydperk en gedurende dié pouse mag daar nie van so 'n werknemer vereis word of hy mag nie toegelaat word om werk te verrig nie, en so 'n pouse word geag deel uit te maak van die gewone werkure.

(5) Die toepassing van die bepalings van subklousule (1) mag gewysig word binne die perke wat in genoemde subklousule gespesifiseer word, deur minstens sewe dae kennis te gee.

(6) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousules (3) en (4), is alle werkure aaneenlopend.

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

(8) *Beperking van oortydwerk.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om meer as 10 uur per week oortyd te werk nie.

(9) *Vroulike werknemers.*—Ondanks andersluidende bepalings in subklousules (1) tot en met (8), mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om die volgende tye te werk nie—

(a) Tussen 6 nm. en 6 vm.;

(b) na 1 nm. op meer as vyf dae in 'n bepaalde week;

(c) oortyd vir meer as twee uur op 'n bepaalde dag;

(d) oortyd op meer as drie agtereenvolgende dae;

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

(f) oortyd na voltooiing van haar gewone werkure vir meer as een uur op 'n bepaalde dag, tensy—

(i) hy aan so 'n werknemer voor die etenspouse van daardie dag kennis daarvan gegee het; of

(ii) hy 'n toereikende ete aan so 'n werknemer verskaf het voor sy met oortyd begin het; of

(iii) hy so 'n werknemer minstens 25 sent betyds betaal het om haar in staat te stel om 'n ete te bekom en te nuttig voor die oortyd moet begin.

(10) *Betaling vir oortydwerk.*—'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat deur die werknemer gewerk is, betaal teen 'n skaal van minstens een en 'n derde maal die werknemer se loon wat aan hom betaal word.

(11) *Oproep.*—Werknemers wat opgeroep word op enige dag behalwe 'n Sondag of openbare vakansiedag, moet teen oortydskale betaal word vir die tydperk aldus gewerk of vir vier uur teen oortydskale, naamlik die grootste bedrag: Met dien verstande dat as daar binne vier uur vanaf die begintyd van die oorspronklike oproep 'n tweede of agtereenvolgende oproep is, geen bykomende bedrag betaal word nie, tensy die tydperk gewerk tydens 'n tweede of agtereenvolgende oproep verder strek as vier uur vanaf die begintyd van die oorspronklike oproep, in welke geval die betrokke werknemer vir oortydloon vir die bykomende tydperk wat gewerk is, kwalifiseer. As 'n verdere oproep na verloop van vier uur na die begin van die oorspronklike oproep nodig is, moet die werknemer op dieselfde grondslag as dié van die oorspronklike oproep betaal word. 'n Werknemer wat op 'n Sondag of openbare vakansiedag opgeroep word, moet ooreenkomstig klousule 10 betaal word.

"Oproep" beteken dat 'n werknemer, hetsy op 'n gereedheidsgrondslag of nie, die bedryfsinrigting waarin hy in diens is, verlaat het en versoek word om terug te keer na die werk.

"Op 'n gereedheidsgrondslag" beteken dat daar van 'n werknemer vereis word om hom gereed te hou vir werk buite sy gewone werkure vir 'n tydperk van hoogstens sewe agtereenvolgende dae. So 'n werknemer moet, benewens sy gewone besoldiging, 'n toelae betaal word van minstens een dag se loon vir elke voltooide tydperk van sewe agtereenvolgende dae.

"Bedryfsinrigting verlaat" beteken dat 'n werknemer uitgeklok of afgeteken het na voltooiing van sy gewone werkure of oortydwerk wat hy aangesê is om te verrig.

(12) *Day of rest*.—An employer shall grant his watchman, other than a casual employee, not less than four days of rest in every four consecutive weeks of employment; provided—

(i) that he shall make no deduction from the watchman's wage in respect thereof;

(ii) that an employer may, in lieu of granting his watchman any such day of rest, request him to work on such day, and pay him a wage of not less than double his ordinary daily rate of pay;

(iii) that, where a watchman's contract of employment terminates before he has been granted all the days of rest to which he has become entitled by virtue of this subclause, his employer shall pay him in respect of each such day of rest not granted an amount of not less than his daily wage;

(iv) that for the purpose of this subclause the expression "day" means a period of 24 consecutive hours calculated from the time the watchman normally commences duty.

(13) *Savings*.—(a) The provisions of this clause shall not apply to managers, submanagers, senior managerial, professional and administrative personnel and foremen if the employees of the said classes are in receipt of wages at rates not less than those prescribed in Government Notice 564 of 28 April 1967, for the area concerned.

(b) The provisions of subclause (3), (4), (5), (6) and (8) of this clause shall not apply to employees doing emergency work.

(c) Save as provided in subclause (12), the provisions of this clause shall not apply to a watchman.

7. ANNUAL LEAVE

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

(a) in the case of chemical technicians, foremen, assistant foremen, forewomen, motor vehicle drivers, artisans, Scale A, B, C, D and E employees and watchmen, three consecutive weeks' leave plus one additional day's leave in respect of the eleventh and each succeeding completed period of 12 months of employment up to a maximum of six days' additional leave. Any such additional leave shall be taken consecutively with the three weeks' leave provided for in this paragraph;

(b) in the case of sorters, Class 1—

(i) two weeks' leave in respect of the first completed 12 months' employment;

(ii) three weeks' leave in respect of each succeeding completed 12 months' employment;

(c) in the case of every other employee, two consecutive weeks' leave; 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) if such leave has not been granted earlier it shall be granted within two months of the completion of the 12 months of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo military training in pursuance of the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day 1971, Kruger Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the 12 months of employment to which the period of annual leave relates;

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

(3) *Leave remuneration*.—The remuneration in respect of annual leave referred to in subclause (1) together with any holiday leave bonus due in terms of clause 8, shall be paid not later than the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent 12 months of employment with the same employer before the period of leave referred to in subclause (1) has accrued shall, save as provided in the fourth proviso

(12) *Rusdag*.—'n Werkgewer moet sy wag, uitgesonderd 'n los werknemer, minstens vier rusdae in elke tydperk van vier agtereenvolgende weke diens toestaan: Met dien verstande dat—

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

(ii) 'n werkgewer, in plaas daarvan om sy wag so 'n rusdag toe te staan, hom mag versoek om op so 'n dag te werk en hom 'n loon betaal wat minstens gelyk is aan dubbel sy gewone dagloon;

(iii) waar 'n wag se dienskontrak beëindig word voordat hy al die rusdae toegetaan is waarop hy geregtig geword het kragtens hierdie subklousule, sy werkgewer hom ten opsigte van elke sodanige rusdag wat nie toegestaan is nie, 'n bedrag moet betaal wat minstens aan sy dagloon gelyk is;

(iv) vir die toepassing van hierdie subklousule, die uitdrukking "dag" 'n tydperk van 24 agtereenvolgende uur beteken, bereken vanaf die tyd wat die nagwag gewoonlik begin werk.

(13) *Voorbehoudsbepalings*.—(a) Die bepaling van hierdie klousule is nie van toepassing op bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personeel en voormanne nie, indien genoemde klasse werknemers minstens die lone ontvang voorgeskryf in Goewermentskennisgewing 564 van 28 April 1967, vir die betrokke gebied.

(b) Die bepaling van subklousules (3), (4), (5), (6) en (8) van hierdie klousule is nie van toepassing op werknemers wat noodwerk doen nie.

(c) Behoudens die bepaling van subklousule (12), is die bepaling van hierdie klousule nie op 'n wag van toepassing nie.

7. JAARLIKSE VERLOF

(1) Behoudens die bepaling van subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide 12 maande diens by hom verlof soos volg toestaan—

(a) in die geval van chemiese tegnisi, voormanne, assistent-voormanne, voorvroue, motorvoertuigbestuurders, ambagsmanne, skaal A-, B-, C-, D- en E-werknemers en wagte, drie agtereenvolgende weke verlof plus een bykomende dag verlof ten opsigte van die elfde en elke daaropvolgende voltooide tydperk van 12 maande diens tot 'n maksimum van ses dae bykomende verlof. Sodanige bykomende verlof moet agtereenvolgend met die drie weke verlof geneem word waarvoor hierdie paragraaf voorsiening maak;

(b) in die geval van sorteerdere, klas 1—

(i) twee weke verlof ten opsigte van die eerste voltooide 12 maande diens;

(ii) drie weke verlof ten opsigte van elke daaropvolgende voltooide 12 maande diens;

(c) in die geval van elke ander werknemer, twee agtereenvolgende weke verlof; met volle besoldiging.

(2) Die verlof bedoel in subklousule (1) word toegestaan op 'n tydstop wat die werkgewer vasstel: Met dien verstande dat—

(i) indien dié verlof nie vroeër toegestaan is nie, dit binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het, toegestaan moet word;

(ii) die verloftydperk nie mag saamval nie met siekteverlof toegestaan kragtens klousule 9 of met 'n tydperk waarin die werknemer militêre opleiding moet ondergaan ingevolge die Verdedigingswet, 1957;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag 1971, Krugerdag, Geloftedag of Kersdag binne dié verloftydperk val, nog 'n dag, in die plek van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk met volle besoldiging;

(iv) 'n werkgewer van dié verloftydperk alle dae geleentheidsverlof mag aftrek wat met volle besoldiging aan sy werknemer toegestaan is op sy werknemer se skriftelike versoek gedurende die 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het;

(v) geen werknemer gedurende sy verloftydperk vir vergoeding mag werk nie.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof bedoel in subklousule (1), tesame met 'n vakansieverlofbonus wat ingevolge klousule 8 verskuldig is, moet voor of op die laaste werkdag voor die datum waarop dié verlof begin, betaal word.

(4) 'n werknemer wie se dienskontrak beëindig word in die eerste of enige daaropvolgende 12 maande diens by dieselfde werkgewer voor die verloftydperk bedoel in subklousule (1) opgeloopt het, moet, behoudens die vierde voorbehoudsbepaling

to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than 12 months, not less than—

(a) in the case of an employee referred to in paragraph (a) of subclause (1), one-fourth of his weekly wage plus, in respect of each additional day of leave he is qualified for in terms of subclause (1) (a)—

(i) one-sixtieth of the weekly wage in the case of an employee working a five-day week;

(ii) one-seventy-second of the weekly wage in the case of an employee working a six-day week;

(b) in the case of an employee referred to in paragraph (b) of subclause (1), one-fourth of the weekly wage;

(c) in the case of an employee referred to in paragraph (b) of subclause (1), one-sixth of the weekly wage

he was receiving immediately before the date of such termination; provided that an employer shall not be obliged to pay, in terms of this subclause, such pay to an employee who leaves his employment without having given, or worked during the period of the appropriate notice of termination of employment, unless in failing to give such notice or to work such period he was acting within his legal rights.

(5) An employee who was become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been taken, shall forthwith upon such termination be paid the amount he would have received as full pay in respect of the leave had the leave been granted to him.

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

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

(b) absent from work on the instructions, permission or at the request of his employer;

(c) absent on sick leave in terms of clause 9;

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

(e) absent as a result of injury on duty;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c) plus not more than four months of training undergone in terms of item (d) in that year and not more than 26 weeks in respect of item (e), and employment shall be deemed to commence—

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

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

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

8. HOLIDAY LEAVE BONUS

In addition to any leave money payable in terms of clause 7 an employer shall pay to an employee a holiday leave bonus calculated as follows:—

(1) In the case of foremen, artisans, Scales A, B, C, D and E employees who have completed 12 months' continuous employment with the same employer in respect of each completed period of 12 months employment—

for the period 1 December 1969 to 30 November 1970—
R110 per annum;

for the period 1 December 1970 to 30 November 1971—
R110 per annum;

for the period 1 December 1971 to 30 November 1972—
R115 per annum;

for the period 1 December 1972 to 30 November 1973—
R120 per annum;

van subklousule (2), by sodanige beëindiging betaal word in plaas van verlof en ten opsigte van elke voltooide maand van dié tydperk van minder as 12 maande, minstens die volgende betaal word—

(a) in die geval van 'n werknemer bedoel in paragraaf (a) van subklousule (1), een vierde van sy weekloon plus, ten opsigte van elke bykomende dag verlof waarvoor hy kragtens subklousule (1) (a) gekwalifiseer het,—

(i) een sestigste van die weekloon ten opsigte van 'n werknemer wat 'n vyfdagweek werk;

(ii) een twee-en-sewentigste van die weekloon ten opsigte van 'n werknemer wat 'n sesdagweek werk;

(b) in die geval van 'n werknemer bedoel in paragraaf (b) (ii) van subklousule (1), een vierde van die weekloon;

(c) in die geval van 'n werknemer bedoel in paragraaf (b) (i) en (c) van subklousule (1), een sesde van die weekloon;

wat hy ontvang het onmiddellik voor die datum van dié beëindiging: Met dien verstande dat 'n werkgewer nie ingevolge hierdie subklousule verplig is om dié besoldiging te betaal aan 'n werknemer wat sy diens verlaat sonder om die nodige kennis van diensbeëindiging te gee of gedurende dié tydperk te werk nie, tensy hy binne sy wetlike regte handel wanneer hy verstuim om dié kennis te gee of dié tydperk te werk.

(5) 'n Werknemer wat kragtens subklousule (1) op 'n verloftydperk geregtig geword het en wie se dienskontrak beëindig word voor dié verlof geneem word, moet onmiddellik na dié beëindiging die bedrag betaal word wat hy as volle besoldiging sou ontvang het ten opsigte van die verlof indien die verlof aan hom toegestaan sou gewees het.

(6) Vir die toepassing van hierdie klousule, word "diens" geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

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

(b) van die werk af wegbly op las of op versoek van sy werkgewer of met sy werkgewer se toestemming;

(c) kragtens klousule 9 met siekteverlof afwesig is;

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

(e) afwesig is as gevolg van 'n besering wat hy opgedoen het terwyl hy aan diens was;

wat altesaam in 'n bepaalde jaar nie meer as 10 weke ten opsigte van items (a), (b) en (c) beloop nie, plus hoogstens vier maande opleiding ondergaan ingevolge item (d) in daardie jaar en hoogstens 26 weke ten opsigte van item (e). Diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms, kragtens 'n wet op verlof geregtig geword het, vanaf die datum waarop so 'n werknemer laas kragtens dié wet op dié verlof geregtig geword het;

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

(iii) in die geval van enige ander werknemer, vanaf die datum waarop so 'n werknemer by sy werkgewer in diens tree of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

8. VAKANSIEVERLOFBONUS

Benewens verlofbesoldiging wat ingevolge klousule 7 betaalbaar is, moet 'n werkgewer 'n vakansieverlofbonus aan 'n werknemer betaal wat soos volg bereken is:—

(1) In die geval van voormanne, ambagsmanne en skaal A-, B-, C-, D- en E-werknemers wat 12 maande ononderbroke diens by dieselfde werkgewer voltooi het, ten opsigte van elke voltooide tydperk van 12 maande diens—

Vir die tydperk 1 Desember 1969 tot 30 November 1970—
R110 per jaar;

vir die tydperk 1 Desember 1970 tot 30 November 1971—
R110 per jaar;

vir die tydperk 1 Desember 1971 tot 30 November 1972—
R115 per jaar;

vir die tydperk 1 Desember 1972 tot 30 November 1973—
R120 per jaar.

(2) In the case of Scales F, G, H, J, K employees, sorters, Class 1 handymen and miscellaneous employees (excluding factory clerks) who have completed 12 months' continuous employment with the same employer in respect of each completed period of 12 months employment—

for the period 1 December 1969 to 30 November 1970—
R30 per annum;

for the period 1 December 1970 to 30 November 1971—
R31 per annum;

for the period 1 December 1971 to 30 November 1972—
R32 per annum;

for the period 1 December 1972 to 30 November 1973—
R33 per annum;

(3) In the case of factory clerks, Scale L employees and labourers who have completed five years' continuous employment with the same employer in respect of each period of 12 months employment—

for the period 1 December 1969 to 30 November 1970—
R15 per annum;

for the period 1 December 1970 to 30 November 1971—
R16 per annum;

for the period 1 December 1971 to 30 November 1972—
R17 per annum;

for the period 1 December 1972 to 30 November 1973—
R18 per annum.

The holiday bonus shall be payable when the employee proceeds on annual leave; provided that if an employee, after his first 12 months of continuous employment with the same employer is sent on leave before the completion of the 12 months of employment to which the leave bonus relates, he shall be entitled to a pro rata amount calculated on the basis of completed months of employment only; provided further that should such employee, after his return from leave, complete the 12 months of employment to which the leave bonus relates, he shall be paid by his employer the difference between the amount he was paid when he proceeded on leave and the amount to which he would have been entitled had he completed 12 months of continuous employment and then proceeded on leave.

An employee whose contract of employment is terminated due to retrenchment shall be paid one-twelfth of the holiday leave bonus which would be due to him in terms of this clause in respect of each completed month in an employer's service for which he has not previously been paid a holiday leave bonus.

For the purpose of this clause the expression "continuous employment" and "employment" shall have the same meaning as that assigned to "employment" in clause 7 (6) and employment shall be deemed to commence from the date on which an employee last entered his employer's service.

9. SICK LEAVE

(1) An employer shall grant to his employees, other than a casual employee, who, after one month's employment with him is absent from work through incapacity, not less than one work day's sick leave in respect of each completed month of employment and pay such employee in respect of any period of absence in terms of this subclause not less than the remuneration he would have received had he worked during such period; provided—

(i) that the maximum entitlement that shall accrue to an employee in terms of this subclause shall be 36 work days sick leave;

(ii) that in the case of an employee to whom the maximum entitlement of 36 work days sick leave has accrued, but has not been taken, further periods of employment shall be deemed not to be employment for purposes of this clause;

(iii) that where an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued, but his employer shall, if he has not previously done so, when any further entitlement of the employee in terms of this clause equals such excess period of absence or on termination of employment before such further entitlement, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such further entitlement or termination, had not been paid for;

(2) In die geval van skaal F-, G-, H-, J- en K-werknemers, sorteerders, faktotums, klas 1, en diverse werknemers (uitgesonderd fabrieksklerke) wat 12 maande ononderbroke diens by dieselfde werkgever voltooi het, ten opsigte van elke voltooide tydperk van 12 maande diens—

vir die tydperk 1 Desember 1969 tot 30 November 1970—
R30 per jaar;

vir die tydperk 1 Desember 1970 tot 30 November 1971—
R31 per jaar;

vir die tydperk 1 Desember 1971 tot 30 November 1972—
R32 per jaar;

vir die tydperk 1 Desember 1972 tot 30 November 1973—
R33 per jaar.

(3) In die geval van fabrieksklerke, skaal L-werknemers en arbeiders wat vyf jaar ononderbroke diens by dieselfde werkgever voltooi het, ten opsigte van elke tydperk van 12 maande diens—

vir die tydperk 1 Desember 1969 tot 30 November 1970—
R15 per jaar;

vir die tydperk 1 Desember 1970 tot 30 November 1971—
R16 per jaar;

vir die tydperk 1 Desember 1971 tot 30 November 1972—
R17 per jaar;

vir die tydperk 1 Desember 1972 tot 30 November 1973—
R18 per jaar.

Die vakansiebonus is betaalbaar wanneer die werknemer sy jaarlikse verlof neem: Met dien verstande dat as 'n werknemer, na sy eerste 12 maande ononderbroke diens by dieselfde werkgever, met verlof gestuur word voor die voltooiing van die 12 maande diens waarop die verlofbonus betrekking het, hy geregtig is op 'n pro rata-bedrag, bereken op die grondslag van slegs voltooide maande diens: Voorts met dien verstande dat as so 'n werknemer, na hy van verlof terugkeer, die 12 maande diens voltooi waarop die verlofbonus betrekking het, hy deur sy werkgever die verskil betaal moet word tussen die bedrag wat hy betaal is toe hy op verlof gegaan het en die bedrag waarop hy geregtig sou gewees het indien hy 12 maande ononderbroke diens voltooi het en dat met verlof gegaan het.

'n Werknemer wie se dienskontrak beëindig word weens personeelvermindering, moet een twaalfde van die vakansieverlofbonus betaal word wat aan hom verskuldig sou gewees het kragtens hierdie klousule ten opsigte van elke voltooide maand in die werkgever se diens waarvoor hy nie voorheen 'n vakansieverlofbonus betaal is nie.

Vir die toepassing van hierdie klousule, beteken "ononderbroke diens" en "diens" dieselfde as "diens" in klousule 7 (6) en diens word geag te begin vanaf die datum waarop 'n werknemer laas by sy werkgever in diens getree het.

9. SIEKTEVERLOF

(1) 'n Werkgever moet aan sy werknemers, uitgesonderd los werknemers, wat na een maand diens by hom weens ongeskiktheid van die werk af bly, minstens een werkdag siekteverlof toestaan ten opsigte van elke voltooide maand diens en so 'n werknemer ten opsigte van alle tydperke van afwesigheid kragtens hierdie subklousule minstens die besoldiging betaal wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(i) 36 werkdag siekteverlof die maksimum is waarop 'n werknemer kragtens hierdie subklousule geregtig is;

(ii) in die geval van 'n werknemer ten opsigte van wie die maksimum getal dae siekteverlof waarop hy geregtig is, nl. 36 dae, opgeloopt het, maar wat dit nie geneem het nie, verdere dienstyperke nie geag word diens te wees vir die toepassing van hierdie klousule nie;

(iii) waar 'n werknemer weens ongeskiktheid afwesig is vir 'n tydperk wat langer is as die siekteverlof wat ten tyde van dié ongeskiktheid opgeloopt het, hy slegs aanspraak mag maak op betaling ten opsigte van dié verlof wat aldus opgeloopt het, maar sy werkgever moet, indien hy dit nie voorheen gedoen het nie, wanneer 'n werknemer kragtens hierdie klousule op 'n verdere tydperk van siekteverlof geregtig word wat gelyk is aan die tydperk van afwesigheid ten opsigte waarvan hy nie betaal is nie, of by beëindiging van diens voor hy op so 'n verdere tydperk siekteverlof geregtig word, die werknemer ten opsigte van so 'n verdere tydperk siekteverlof weens ongeskiktheid betaal in dié mate waarin hy nog nie betaal is nie vir die siekteverlof wat opgeloopt het wanneer hy aldus op 'n verdere tydperk van siekteverlof geregtig word of by diensbeëindiging;

(iv) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for a period covering more than two consecutive calendar days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or public holiday as defined in clause 10;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to 8 consecutive weeks received payment in terms of this clause on 2 or more occasions without producing such a certificate, his employer may during the period of 8 consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(v) this clause shall not apply to an employee at whose written request an employer makes contributions at least equal to those made by the employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than, in the aggregate, the equivalent of the remuneration to which he would have been entitled in terms of this subclause if this proviso did not apply;

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

(vii) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full remuneration the provisions of this clause shall not apply.

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

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

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

(c) absent on sick leave in terms of subclause (1);

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

amounting in the aggregate in any period of 12 months to not more than 10 weeks in respect of items (a), (b) and (c) plus not more than four months of training in terms of item (d), undergone in that cycle of 12 months and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purposes of this clause be deemed to be employed under this Agreement, and any sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this Agreement—

"incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct or an injury sustained in an accident compensable under the Workmen's Compensation Act, 1941.

10. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays*.—An employee other than a casual employee or watchman, shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day 1971, Kruger Day, Day of the Covenant and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, if an employee is absent from work (other than through illness, leave of absence with permission or circumstances beyond his control) on the workday immediately preceding or the workday immediately succeeding any public holiday mentioned above, he shall not be entitled to payment in respect of such public holiday.

(2) *Payment for work on public holidays*.—(a) An employee, other than a watchman, who is required or permitted to work on New Year's Day, Good Friday, Ascension Day, Republic Day 1971, Kruger Day or Day of the Covenant shall be paid a full shift in addition to receiving the equivalent pay for a full shift for the holiday.

(iv) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van werk—

(a) vir 'n tydperk van meer as twee agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik voor of na 'n Sondag of openbare vakansiedag soos omskryf in klousule 10;

van 'n werknemer mag vereis om 'n sertifikaat te toon wat deur 'n geregistreerde mediese praktisyn geteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld: Met dien verstande dat waar 'n werknemer gedurende 'n tydperk van tot agt agtereenvolgende weke op twee of meer geleenthede betaling kragtens hierdie klousule ontvang het sonder om so 'n sertifikaat te toon, sy werkgewer gedurende die tydperk van agt agtereenvolgende weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom mag vereis om so 'n sertifikaat te toon ten opsigte van alle tydperke van afwesigheid;

(v) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié van die werknemer, doen tot 'n fonds of organisasie deur die werknemer aangewys. Dié fonds of organisasie moet aan die werknemer, indien hy ongeskik raak in die omstandighede uiteengesit in hierdie klousule, die betaling waarborg van 'n bedrag wat altesaam minstens gelyk is aan die besoldiging waarop hy geregtig sou wees kragtens hierdie subklousule indien hierdie voorbehoudsbepaling nie van toepassing was nie;

(vi) waar daar regtens van 'n werkgewer vereis word om gelde te betaal vir hospitaal- of mediese behandeling van 'n werknemer, en hy wel dié gelde betaal, die bedrag wat aldus betaal is, afgetrek mag word van die betaling wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(vii) indien daar van 'n werkgewer ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, ingevolge 'n ander wet vereis word om 'n werknemer sy volle besoldiging te betaal, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule word "diens" geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

(a) kragtens klousule 7, met verlof afwesig is;

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

(c) kragtens subklousule (1) met siekverlof afwesig is;

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

wat altesaam in 'n tydperk van 12 maande hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) plus hoogstens vier maande opleiding wat ingevolge item (d) in daardie siklus van 12 maande ondergaan is. 'n Dienstrydperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms, word vir die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en siekteverlof met volle besoldiging wat gedurende so 'n tydperk aan so 'n werknemer toegestaan is, word geag kragtens hierdie Ooreenkoms toegestaan te wees.

"Ongeskiktheid" beteken die onvermoë om te werk weens siekte of 'n besering, uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is of 'n besering wat opgedoen is in 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is.

10. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae*.—'n Werknemer, uitgesonderd 'n los werknemer of wag, is geregtig op en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag 1971, Krugerdag, Gelofte-dag en Kersdag: Met dien verstande dat daar van 'n werknemer vereis mag word om op so 'n dag te werk: Voorts met dien verstande dat indien 'n werknemer van sy werk afwesig is (uitgesonderd weens siekte, verlof met toestemming of omstandighede buite sy beheer) op die werkdag onmiddellik voor of na 'n openbare vakansiedag wat hierbo genoem is, hy nie op betaling ten opsigte van so 'n openbare vakansiedag geregtig is nie.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) 'n Werknemer, uitgesonderd 'n wag, van wie daar vereis word of wat toegelaat word om op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag 1971, Krugerdag of Gelofte-dag te werk, moet vir 'n volle skof betaal word benewens die gelyke betaling wat hy ontvang vir 'n volle skof vir die vakansiedag.

(b) An employee, other than a watchman, who is required or permitted to work on Christmas Day shall be paid for a full shift in addition to receiving the equivalent pay for a full shift for the holiday and in addition be granted a paid day's leave. If this additional day's leave is not granted the employee concerned shall be paid an additional paid shift in lieu thereof.

(c) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, Republic Day 1971, Kruger Day, Day of the Covenant or Christmas Day, his employer shall pay him for each such day not less than one-eighth of his daily wage for each hour or part of an hour worked by him plus the daily wage prescribed in clause 4 (1) (b).

(d) An employee shall be paid at double rates for all time worked in excess of a normal shift on any of the days mentioned.

(3) *Payment for work on Sundays.*—(a) Whenever an employee other than a shift worker, or watchman works on a Sunday his employer shall either—

(i) pay to the employee if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week-day; or

(ii) pay to the employee if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(iii) pay to the employee for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and shall grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he on such holiday worked his average ordinary working hours for that day of the week; provided that if an employee works more than his normal hours on a Sunday he shall be paid at the rate of not less than double his ordinary wage in respect of such excess hours worked.

(b) Whenever a shift worker works on a Sunday his employer shall pay him at a rate of not less than one and one-half times his ordinary wage for the hours worked on such Sunday: Provided that if a shift worker works on a Sunday which is his recognised day off his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked on such day; provided further that he shall not be paid less than double his ordinary wage payable in respect of the period ordinarily worked by him on a week-day.

(4) Notwithstanding the provisions of sub-clause (3) hereof, where the employer provides work to occupy the employee for the hours of normal shift and such employee fails or refuses to work the full period required of him, such employee shall only receive payment at the rates prescribed in sub-clause (3) for the period actually worked.

(5) *Definition of public holiday and Sunday.*—Whenever a shift-worker works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

11. INCENTIVE BONUS WORK

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

(2) An employer who wishes to introduce an incentive bonus scheme shall notify such intention to the trade union parties to this Agreement whose members are involved, and shall publish details of the scheme in the workplace of the employees concerned, filing a copy with the Secretary and all members of the Council.

Should the scheme or any subsequent amendment thereof not meet with the approval of the trade union parties, the matter shall be debated forthwith between the employer and the trade union concerned and if no mutual agreement is reached, shall be abandoned.

(3) No apprentice shall be employed on incentive bonus work.

(b) 'n Werknemer, uitgesonderd 'n wag, van wie daar vereis word of wat toegelaat word om op Kersdag te werk, moet vir 'n volle skof betaal word en moet daarbenewens ook gelyke betaling vir 'n volle skof vir die vakansiedag ontvang. Verder moet hy 'n dag verlof met betaling toegestaan word. As hierdie bykomende dag verlof nie aan die betrokke werknemer toegestaan word nie, moet hy in plaas daarvan vir nog 'n skof betaal word.

(c) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag 1971, Krugerdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens een agtste van sy dagloon betaal vir elke uur of deel van 'n uur wat hy werk, plus die dagloon voorgeskryf in klousule 4 (1) (b).

(d) 'n Werknemer moet dubbel sy loon betaal word vir alle tyd wat benewens die gewone skof op enigen van genoemde dae gewerk word.

(3) *Betaling vir werk op Sondae.*—Wanneer 'n werknemer, uitgesonderd 'n skofwerker of wag, op 'n Sondag werk, moet sy werknemer of—

(i) aan die werknemer, indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone loon betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) aan die werknemer, indien hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal wat minstens dubbel soveel is as sy gewone loon ten opsigte van die totale tydperk wat op so 'n Sondag gewerk is, of besoldiging wat minstens dubbel soveel is as die gewone loon wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, nl. die grootste bedrag; of

(iii) aan die werknemer vir elke uur of deel van 'n uur wat aldus gewerk is, minstens een en een-derde keer sy gewone loon betaal ten opsigte van die totale tydperk op so 'n Sondag gewerk, en binne sewe dae na so 'n Sondag een dag verlof aan hom toestaan en hom ten opsigte daarvan 'n loon betaal wat minstens gelyk is aan sy gewone loon, asof hy op so 'n vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het: Met dien verstande dat indien 'n werknemer meer as sy gewone getal ure op 'n Sondag werk, hy 'n loon betaal moet word wat minstens dubbel soveel is as sy gewone loon ten opsigte van die ekstra ure gewerk.

(b) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkgewer hom 'n loon betaal wat minstens een en 'n half keer soveel is as sy gewone loon vir die ure gewerk op so 'n Sondag: Met dien verstande dat indien 'n skofwerker op 'n Sondag werk wat sy erkende vry dag is, sy werkgewer hom 'n loon moet betaal wat minstens dubbel soveel is as sy gewone loon ten opsigte van die totale tydperk op so 'n dag gewerk: Voorts met dien verstande dat hy 'n loon betaal moet word wat minstens dubbel soveel is as sy gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk.

(4) Ondanks die bepalings van subklousule (3) hiervan, waar 'n werkgewer werk verskaf om die werknemer gedurende die ure van 'n gewone skof besig te hou, en so 'n werknemer versuim of weier om gedurende die volle tydperk te werk soos van hom vereis word, so 'n werknemer slegs vir die tydperk wat hy werklik gewerk het, betaal word teen die loon voorgeskryf in subklousule (3).

(5) *Omksyrywing van openbare vakansiedag en Sondag.*—Waar 'n skofwerker 'n skof werk wat deels op 'n openbare vakansiedag bedoel in subklousule (1) of op 'n Sondag, en deels op enige ander kalenderdag val, word die hele skof geag gewerk te wees op die kalenderdag waarop die grootste gedeelte van so 'n skof val.

11. AANSPORINGSBONUSWERK

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms, uitgesonderd hierdie klousule, geregtig sou wees nie, mag 'n werkgewer aan 'n werknemer bykomende besoldiging betaal in die vorm van 'n aansporingsbonus.

(2) 'n Werkgewer wat met 'n aansporingsbonusskema wil begin, moet die vakverenigingspartye by hierdie Ooreenkoms wie se lede daarby betrokke is, van sy voorneme in kennis stel en besonderhede van die skema in die werkplek van die betrokke werknemers opklak. Hy moet ook 'n kopie daarvan aan die Sekretaris en alle lede van die Raad stuur.

Indien die skema of 'n daaropvolgende wysiging daarvan nie deur die vakverenigingspartye goedgekeur word nie, moet die aangeleentheid onmiddellik deur die werkgewer en die betrokke vakvereniging bespreek word, en indien geen onderlinge ooreenkoms bereik word nie, moet dit laat vaar word.

(3) Geen vakleerling mag aansporingsbonuswerk doen nie.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

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

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

14. CERTIFICATE OF SERVICE

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing the full names of the employer and his employee, the nature of his employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee shall give not less than twenty-four hours' notice of his intention to terminate the contract of employment or an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(a) in the case of an employee who works a five-day week, one-fifth of the weekly wage the employee was receiving immediately before the date of termination;

(b) in the case of an employee who works a six-day week, one-sixth of the weekly wage the employee was receiving immediately before the date of termination; or

(c) in the case of an employee who works a seven-day week, one-seventh of the weekly wage the employee was receiving immediately before the date of termination; provided that this shall not affect—

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

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

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

(2) Notwithstanding anything to the contrary in subclause (1) the period of notice which an employer or an employee shall give to terminate the contract of employment of an employee who is provided by his employer with free board and lodging shall be not less than one week, and, subject to this period of notice, the provisions of subclause (1) shall apply *mutatis mutandis* to the termination of the contract of employment of such an employee.

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

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

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

(b) on sick leave in terms of clause 9;

(c) whilst undergoing military training in pursuance of the Defence Act of 1957.

(5) The notice referred to in sub-clause (1) shall take effect from the date on which it is given and, save as provided in sub-clause (4) may be given at any time.

16. LEARNERS AND TRAINEES

The employment by an employer of a person as a learner or trainee is prohibited except on or under the following conditions:—

An employer shall not employ any person as a learner for more than three years or after such person has reached the age of twenty-one years, whichever period of employment is the shorter.

An employer shall not employ any person as a trainee for more than three years.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet uniforms, oorpakke of beskermende klere wat hy van sy werknemer mag vereis om te dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemers te verskaf, kosteloos verskaf en in 'n goeie toestand hou, en dié uniforms, oorpakke en beskermende klere bly die eiendom van die werkgewer.

13. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN 15 JAAR

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

14. DIENSSERTIFIKAAT

'n Werkgewer moet, op versoek van 'n werknemer, uitgesonderd 'n los werknemer, by beëindiging van die dienskontrak van so 'n werknemer 'n dienssertifikaat aan hom verskaf wat die volle name van die werkgewer en sy werknemer toon, asook die aard van sy diens, die datums waarop die kontrak gesluit en beëindig is en die loonskaal op die datum van sodanige beëindiging.

15. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens 24 uur kennis gee van sy voorneme om die dienskontrak te beëindig of 'n werkgewer of werknemer mag die dienskontrak sonder kennisgewing beëindig, deur in plaas van dié kennis te gee, die werknemer die volgende te betaal of die volgende bedrag aan die werkgewer te betaal of te verbeur, na gelang van die geval:—

(a) In die geval van 'n werknemer wat 'n vyfdagweek werk, een vyfde van die weekloon wat die werknemer ontvang het onmiddellik voor die beëindigingsdatum;

(b) in die geval van 'n werknemer wat 'n sesdagweek werk, een sesde van die weekloon wat die werknemer onmiddellik voor die beëindigingsdatum ontvang het; of

(c) in die geval van 'n werknemer wat 'n sewedagweek werk, een sewende van die weekloon wat die werknemer onmiddellik voor die beëindigingsdatum ontvang het: Met dien verstande dat dit nie die volgende mag raak nie:—

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye en vir langer as die tydperk voorgeskryf in hierdie klousule;

(iii) die geldigheid van verbeurings of boetes wat regtens van toepassing mag wees indien 'n werknemer dros.

(2) Ondanks andersluidende bepalings in subklousule (1), moet 'n werkgewer of werknemer minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig van 'n werknemer wie se werkgewer hom vry etes en huisvesting verskaf en, behoudens hierdie kennisgewingtydperk, is die bepalings van subklousule (1) *mutatis mutandis* van toepassing op die beëindiging van die dienskontrak van so 'n werknemer.

(3) Waar 'n ooreenkoms aangegaan word ooreenkomstig die tweede voorbehoudsbepaling van subklousule (1), moet betaling in plaas van kennisgewing in verhouding wees tot die kennisgewingtydperk waarop besluit is.

(4) Die kennisgewing bedoel in subklousule (1) mag nie gegee word nie gedurende, en geen tydperk daarvan mag saamval nie met 'n werknemer se afwesigheid—

(a) met jaarlikse verlof kragtens klousule 7;

(b) met siekteverlof kragtens klousule 9;

(c) terwyl militêre opleiding ingevolge die Verdedigingswet van 1957 ondergaan word.

(5) Die kennisgewing bedoel in subklousule (1) word van krag vanaf die datum waarop dit gegee word en mag, behoudens die bepalings van subklousule (4), te eniger tyd gegee word.

16. LEERLINGE EN KWEKELINGE

'n Werkgewer mag niemand as 'n leerling of kwekeling in diens neem nie, behalwe op die volgende voorwaardes:

'n Werkgewer mag niemand as 'n leerling vir meer as drie jaar of na so 'n persoon die ouderdom van een-en-twintig jaar bereik het, nl. die kortste dienstdytpak, in diens hê nie.

'n Werkgewer mag niemand vir meer as drie jaar as 'n kwekeling in diens hê nie.

17. EXEMPTIONS

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

(b) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate, provided that the Council may, after seven days' notice has been given, in writing, to the person concerned, withdraw any exemption whether or not the period for which the exemption has been granted, has expired.

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

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted;
- (iv) the period during which exemption shall operate;

(d) The Secretary to the Council shall—

- (i) number consecutively all licences issued;
- (ii) retain a copy of each licence issued;
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (iv) forward a copy of the exemption to the Divisional Inspector of Labour in whose area the exemption is applicable.

18. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of the employers and employees to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct on amount of 2 cents per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) of this Agreement other than scale 1 employees and male and female labourers. To the aggregate of the amounts to be deducted the employer shall add an equal amount and forward not later than the fifteenth day of the following month the total sum for the month in question to the Secretary of the Council, accompanied by a statement showing the total number of employees concerned.

20. TRADE UNIONS

(a) The employers shall recognise exclusively the trade unions who are parties and who may become parties to the Council and shall conduct with them all negotiations on working conditions as covered by this Agreement during the currency of this Agreement.

(b) The employers shall, subject to clause 5 (6) (g), deduct from the remuneration of each employee the amount of the subscriptions payable to his trade union party to this Agreement and shall each month transmit by cheque to the respective trade unions the amounts so collected together with a statement showing each employee's payments.

(c) The employers shall give to duly accredited representatives of the party trade unions every reasonable facility to attend to their trade union duties in their respective establishments.

(d) The employers shall give to any of their employees who are members of the Council every facility to attend to their duties in connection with the Council.

21. REGISTRATION OF EMPLOYERS

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

- (a) His full name and address;
- (b) his business address.

22. EXHIBITION OF AGREEMENT AND NOTICES

(i) Every employer shall keep affixed in his establishment a legible copy of this Agreement in both official languages in a place readily accessible to his employees.

(ii) Every employer shall keep affixed in his establishment in a place readily accessible to his employees a notice stating the starting and finishing times of work for each shift or shifts of the week and the meal hours.

17. VRYSTELLINGS

(a) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(b) Die Raad stel die voorwaardes vas waarop vrystelling verleen word asook die tydperk waarin so 'n vrystelling van krag is. Met dien verstande dat die Raad, na sewe dae skriftelike kennis aan die betrokke persoon gegee is, 'n vrystelling mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(c) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:—

- (i) Die volle naam van die betrokke persoon;
 - (ii) die bepalings van die Ooreenkoms waarvan hy vrygestel word;
 - (iii) die voorwaardes waarop hy daarvan vrygestel word;
 - (iv) die tydperk waarvoor die vrystelling verleen word.
- (d) Die Sekretaris van die Raad moet—
- (i) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (ii) 'n kopie behou van elke sertifikaat wat uitgereik word;
 - (iii) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
 - (iv) 'n kopie van die vrystelling aan die Afdelingsinspekteur van Arbeid stuur in wic se gebied die vrystelling van toepassing is.

18. AGENTE

Die Raad mag een of meer aangewese persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Dit is die plig van die werkgewers en werknemers om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat nodig mag wees vir hierdie doel.

19. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 'n bedrag van 2 sent per week aftrek van die inkomste van elk van sy werknemers, uitgesonderd skaal 1-werknemers en manlike en vroulike arbeiders, vir wie lone in klousule 4 (1) (a) van hierdie Ooreenkoms voorgeskryf word. Die werkgewer moet 'n gelyke bedrag voeg by die totaal van die bedrae wat afgetrek word en voor of op die 15de dag van die volgende maand die totale bedrag vir die betrokke maand aan die Sekretaris van die Raad stuur, vergesel van 'n staat wat die totale getal werknemers toon wat daarby betrokke is.

20. VAKVERENIGINGS

(a) Die werkgewers erken slegs die vakverenigings wat partye by die Raad is en wat partye by die Raad mag word en moet met hulle alle onderhandelings voer oor diensvoorwaardes soos gedek deur hierdie Ooreenkoms, solank hierdie Ooreenkoms van krag is.

(b) Behoudens die bepalings van klousule 5 (6) (g), moet die werkgewers van die besoldiging van elke werknemer die ledesgeld aftrek wat aan sy vakverenigingparty by hierdie Ooreenkoms betaalbaar is, en moet elke maand per tjek die bedrae wat aldus ingevorder is, tesame met 'n staat wat elke werknemer se betalings toon, aan die onderskeie vakverenigings stuur.

(c) Die werkgewers moet behoorlik gemagtigde verteenwoordigers van die vakverenigings wat partye is, alle redelike fasiliteite verleen om hulle vakverenigingspligte in hul onderskeie bedryfsinrigtings na te kom.

(d) Die werkgewers moet aan enigeen van hul werknemers wat lede van die Raad is, alle fasiliteite verleen om hul pligte in verband met die Raad na te kom.

21. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nog nie ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Pulp- en Papiernywerheid toetree, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- (a) Sy volle naam en adres;
- (b) sy besigheidsadres.

22. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(i) Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting opgeplak hou op 'n plek wat gereedlik vir sy werknemers toeganklik is.

(ii) Elke werkgewer moet 'n kennisgewing opgeplak hou op 'n plek in sy bedryfsinrigting wat gereedlik vir sy werknemers toeganklik is, wat die begin- en ophoutye van werk vir elke skof of skofte van die week asook die etensure vermeld.

(iii) The provisions of subclause (ii) hereof shall not apply to employees employed on watchman's work.

23. ADMINISTRATION OF AGREEMENT

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

Signed on behalf of the parties at Johannesburg on this 15th day of September 1969.

M. W. RICHARDS, Chairman of the Council.

R. F. BUDD, Vice-Chairman of the Council.

J. STANLEY H. REED, Secretary of the Council.

No. R. 3786 21 November 1969
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

PULP AND PAPER MANUFACTURING INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Pulp and Paper Manufacturing Industry, published under Government Notice R. 3785 of 21 November 1969, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

(iii) Die bepalings van subklousule (ii) hiervan is nie van toepassing op wagte se werk nie.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en hy mag menings wat nie strydig met die bepalings daarvan is nie, uitspreek vir die leiding van werkgewers en werknemers.

Namens die partye op hede die 15de dag van September 1969 te Johannesburg onderteken.

M. W. RICHARDS, Voorsitter van die Raad.

R. F. BUDD, Ondervoorsitter van die Raad.

J. STANLEY H. REED, Sekretaris van die Raad.

No. R. 3786 21 November 1969
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

PULP- EN PAPIERVERVAARDIGINGSNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Pulp- en Papiervervaardigingsnywerheid, gepubliseer by Goewermmentskennisgewing R. 3785 van 21 November 1969, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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VOLUMES I, II, III, IV and V

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