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GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

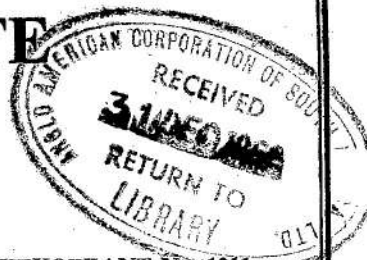
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[No. 2582.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.3908.]

[12th December, 1969.]

INDUSTRIAL CONCILIATION ACT, 1956

**CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA**

MAIN 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 Chemical Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday, upon the employers' organization and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organization or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 17 and 19, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Johannesburg [excluding Portion 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.3908.]

[12 Desember 1969.]

WET OP NYWERHEIDSVERSOENING, 1956

**CHEMIKALIEËNYWERHEID, WITWATERSRAND
EN PRETORIA**

HOOFOOREENKOMS

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 Chemikalieënywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 17 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag 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 landdrosdistrik Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8 wat kragtens Transportakte No.

African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen—vide Diagram S.G. No. A.39994/46], the Magisterial District of Germiston (excluding the farms Modderfontein No. 3, Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by African Explosives and Chemical Industries, Limited, measuring 74 morgen 568 square roods and 8 morgen 322 square roods—vide Diagrams S.G. Nos. A.4295/12 and A.2216/90—respectively, hereinafter referred to as “the said farms”), the Magisterial Districts of Boksburg (excluding that portion which prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Alberton, Springs and Pretoria (including that portion of the Magisterial District of Cullinan which prior to the publication of Government Notice 970 of 30 May 1968, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Kempton Park (excluding the said farms) which prior to the publication of Government Notice 556 of 29 March 1956 fell within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Pretoria; and

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (7) (g), 17 and 19, 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.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TRANSSVAAL CHEMICAL MANUFACTURING INDUSTRY

AGREEMENT

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

Transvaal Chemical Manufacturers' Association

(hereinafter called “employers” or the “employers’ organization”), of the one part, and the

Chemical Workers' Union

(hereinafter called the “employees” or the “trade union”), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial District of Johannesburg [excluding Portion 25 (of portion of that portion) of the farm Klipspruit No. 8 owned by African Explosives and Chemical Industries, Limited, under Deed of Transfer No. 18558/1947, measuring 7.0866 morgen, vide Diagram S.G. No. A.39994/46], the Magisterial District of Germiston excluding the farms Modderfontein No. 3, Klipfontein No. 19 and Portion A and portion of the farm Zuurfontein No. 18 owned by African Explosives and Chemical Industries, Limited, measuring 74 morgen 568 square roods and 8 morgen

18558/1947 die eiendom van African Explosives and Chemical Industries, Limited is en 7.0866 morg beslaan—kyk Kaart S.G. No. A.39994/46], die landdrosdistrik Germiston (uitgesonderd die plase Modderfontein No. 3, Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18 wat die eiendom van African Explosives and Chemical Industries, Limited, is en onderskeidelik 74 morg 568 vierkante roede en 8 morg 322 vierkante roede beslaan—kyk onderskeidelik Kaart S.G. No. A.4295/12 en Kaart S.G. No. A.2216/90, hieronder „genoemde plase” genoem), die landdrosdistrikte Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Alberton, Springs en Pretoria (met inbegrip van daardie gedeelte van die landdrosdistrik Cullinan wat voor die publikasie van Goewermentskennisgewing 970 van 30 Mei 1968 binne die landdrosdistrik Pretoria geval het) en in daardie gedeeltes van die landdrosdistrik Kempton Park (uitgesonderd genoemde plase) wat voor die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrikte Johannesburg, Germiston, Boksburg en Pretoria geval het; 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 (7) (g), 17 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene 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.

BYLAE

NYWERHEIDSRAAD VIR DIE TRANSSVAALSE CHEMIKALIEËNYWERHEID

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenning, 1956, gesluit en aangegaan deur en tussen die

Transvaal Chemical Manufacturers' Association

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

Chemical Workers' Union

(hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms word in die landdrosdistrik Johannesburg [uitgesonderd Gedeelte 25 (van gedeelte van daardie gedeelte) van die plaas Klipspruit No. 8, wat kragtens Transportakte No. 18558/1947 die eiendom van African Explosives and Chemical Industries, Limited, is en 7.0866 morg beslaan—kyk Kaart S.G. No. A.39994/46], die landdrosdistrik Germiston, uitgesonderd die plase Modderfontein No. 3, Klipfontein No. 19 en Gedeelte A en gedeelte van die plaas Zuurfontein No. 18, wat die eiendom van African Explosives and Chemical Industries, Limited, is en onderskeidelik 74 morg 568

322 square roods, vide Diagrams S.G. Nos. A.4295/12 and A.2216/90, respectively, hereinafter referred to as "the said farms", the Magisterial Districts of Boksburg (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Alberton, Springs and Pretoria (including that portion of the Magisterial District of Cullinan which prior to the publication of Government Notice No. 970 of 30th May 1968, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Kempton Park (with the exclusion of the said farms) which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Pretoria, by all employers who are members of the employers' organization and engaged in the Chemical Manufacturing Industry and by all employees who are members of the trade union and employed in that Industry.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4 but excluding employees whose wages exceed R250 per month.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall continue in force for a period of four years or for such period as may be determined by him.

3. DEFINITIONS

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

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

Grade I employees—

- (1) coding involving discretion;
- (2) crimping;
- (3) filling concentrates (cold lime);
- (4) filling propellants;
- (5) hand labelling (cosmetics);
- (6) operating machines;
- (7) preparing concentrates;
- (8) residue returning;
- (9) supplying propellant;

grade II employees—

- (1) coding not involving discretion;
- (2) cutting valves;
- (3) feeding cans to filling line;
- (4) filling gas (cold line);
- (5) hand labelling (insecticides);
- (6) inspecting water bath;
- (7) packing cans;
- (8) straightening labels;

grade III employees—

- (1) attaching fitments, shoulders or loose labels to valve cups;
- (2) buttoning;
- (3) capping;
- (4) carton labelling and sleeving;
- (5) carton making;
- (6) carton sealing and stencilling;
- (7) carton strapping;
- (8) check weighing;
- (9) feeding cans to labelling machines;
- (10) inserting valves;
- (11) purging cans (cold line);
- (12) unloading water baths;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act of 1944, or holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

vierkante roede en 8 morg 322 vierkante roede beslaan—kyk onderskeidelik Kaarte S.G. No. A.4295/12 en No. A.2216/90, en hieronder die „genoemde plase” genoem, die landdrosdistrikte Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Alberton, Springs en Pretoria (met inbegrip van daardie gedeelte van die landdrosdistrik Cullinan wat vóór die publikasie van Goewermenskennisgewing No. 970 van 30 Mei 1968 binne die landdrosdistrik Pretoria geval het) en in daardie gedeeltes van die landdrosdistrik Kempton Park (met uitsondering van genoemde plase) wat voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrikte Johannesburg, Germiston, Boksburg en Pretoria geval het, nagekom deur alle werkgewers wat lede van die werkgewersorganisasie en in die Chemikalieënywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word, maar uitgesonderd werknemers wie se lone meer as R250 per maand beloop.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir 'n tydperk van vier jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

„aërosollaai- en/of -pakwerk” die volgende werksaamhede wat onderneem word in 'n bedryfsinrigting in die Nywerheid wat aërosol laai en/of pak:

Werknemers graad I—

- (1) kodeerwerk doen wat diskresie vereis;
- (2) riffelwerk doen;
- (3) met konsentrate vul (koue soort);
- (4) met dryfmiddels vul;
- (5) met die hand etiketteer (skoonheidsmiddels);
- (6) masjiene bedien;
- (7) konsentrate berei;
- (8) residu terugneem;
- (9) dryfmiddels verskaf;

werknemers graad II—

- (1) kodeerwerk doen wat nie diskresie vereis nie;
- (2) kleppe sny;
- (3) blikke op 'n vulband voer;
- (4) met gas vul (koue soort);
- (5) met die hand etiketteer (insekdoders);
- (6) waterbad inspekteer;
- (7) blikke pak;
- (8) etikette reguit maak;

werknemers graad III—

- (1) toebehoorens, skouers of los etikette aan klepdoppe sit;
- (2) knoppies aansit;
- (3) sluitdoppe opsit;
- (4) kartonne etiketteer en hulse daarom plaas;
- (5) kartonne maak;
- (6) kartonne verseël en sjabloneer;
- (7) kartonne vasbind;
- (8) artikels weeg om gewig te kontroleer;
- (9) blikke op etiketteermasjiene voer;
- (10) kleppe insit;
- (11) kanne skoonmaak (koue soort);
- (12) waterbaddens leegmaak;

„ambagsman” 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken „geskoolde ambagsman” 'n persoon wat sy vakleerlingskap deurgemaak het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik het;

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

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

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

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

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

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

"Chemical Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of carrying on the preparation and/or manufacture and/or bottling and/or wrapping and/or packing of any one or more of the following commodities (irrespective of the groups in which they appear) in establishments which are registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, as amended, viz:—

Group A.—Writing ink, office paste.

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

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

"chemical technician" means an employee, other than a "chemist and druggist" or a "chemist" who is engaged in chemical work and who has had not less than six years' experience or who holds the National Diploma for Chemical Technicians, and for the purposes of this definition—

- "chemist and druggist" means a person registered as such under the Medical, Dental and Pharmacy Act, 1928 (Act No. 13 of 1928, as amended);
- "chemist" means an employee holding a university degree or equivalent qualification recognised by the Industrial Council or who is a corporate member of the South African Chemical Institute;

"chemical technician, unqualified", means a chemical technician who has had less than six years' experience;

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

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

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

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

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

"baasjong of ploegbaas" 'n werknemer wat aan die hoof staan van 'n groep werknemers graad III;

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

"inrigtingswinkelopsigter" 'n werknemer wat toesig hou oor die kook- en opdiswerk en ander pligte wat daarmee in verband staan in 'n inrigtingswinkel, verversingskamer, kafeteria of ander afdeling wat te doen het met die verskaffing van etes of ander verversings aan die personeel, maar uitgesonderd 'n private proviandier wat 'n kontrak met 'n werkgewer het om sodanige provianderingsdienste onafhanklik te lewer;

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

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

"Chemikalieënywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om een of meer van die volgende handelsartikels (afgesien van die groepe waarin dit voorkom) in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, geregistreer is of geregistreer moet word, te berei en/of te vervaardig en/of te bottel en/of toe te draai en/of te verpak, naamlik:

Groep A.—Ink vir skryfdoeleindes, kantoorlym.

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

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

"chemitegnikus" 'n werknemer, uitgesonderd 'n "apteker en drogis" of 'n "chemikus" wat chemiese werk verrig en wat minstens ses jaar ondervinding het of wat in besit is van die Nasionale Diploma vir Chemitegnici en by die toepassing van hierdie omskrywing beteken—

- "apteker en drogis" 'n persoon wat ingevolge die Wet op Geneesher, Tandartse en Aptekers, 1928 (Wet No. 13 van 1928, soos gewysig), as sodanig geregistreer is;
- "chemikus" 'n werknemer wat 'n universiteitsgraad of gelykwaardige kwalifikasie besit wat deur die Nywerheidsraad erken word en wat 'n korporaatlid van die Suid-Afrikaanse Chemiese Instituut is;

"chemitegnikus, ongekwalifiseer" 'n chemitegnikus met minder as ses jaar ondervinding;

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

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

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

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

"clerical employee" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier or a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work;

"clerical employee, female, qualified," means a female clerical employee who has had not less than four years' clerical experience in any industry, trade or occupation;

"clerical employee, female, unqualified," means a female clerical employee who has had less than four years' clerical experience in any industry, trade or occupation;

"clerical employee, male, qualified," means a male clerical employee who has had not less than five years' clerical experience in any industry, trade or occupation;

"clerical employee, male, unqualified," means a male clerical employee who has had less than five years' clerical experience in any industry, trade or occupation;

"clerical employee (part-time)" means a clerical worker who is engaged part-time in clerical work and who shall be paid not less than sixty per cent (60%) of the wage prescribed for an employee of the same class and sex and with the same experience, having due regard to the definition of "experience" and whose daily hours of work shall not exceed 5 hours;

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

"colour matcher and/or paint maker, qualified," means a colour matcher and/or paint maker who has had not less than three years' experience in such occupations;

"colour matcher and/or paint maker, unqualified," means a colour matcher and/or paint maker who has had less than three years' experience in such operations;

"Council" or "Industrial Council" means the Industrial Council for the Transvaal Chemical Manufacturing Industry;

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

"despatch clerk, qualified," means an employee who has had not less than five years' experience in any industry, trade or occupations, as a despatch clerk;

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

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

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

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

"establishment" means any premises in which the Chemical Manufacturing Industry as defined is carried on and which are liable for registration under the Factories, Machinery and Building Work Act, 1941;

"experience" means—

- in relation to a chemical technician, the total period or periods of employment which an employee has had in chemical work;
- in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee in any industry, trade or occupation;

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

„klerk” ’n werknemer wat skryf-, tik-, liasseer-, of enige ander vorm van klerklike werk verrig, en sluit dit ’n kassier of ’n telefonis in, maar sluit dit nie ’n ander klas werknemer wat elders in hierdie klousule omskryf word, in nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se werk mag uitmaak;

„klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar klerklike ondervinding in ’n nywerheid, bedryf of beroep;

„klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as vier jaar klerklike ondervinding in ’n nywerheid, bedryf of beroep;

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

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

„klerk (deelyds)” ’n klerk wat deelyds klerklike werk verrig en wat minstens sestig persent (60%) van die loon betaal moet word wat voorgeskryf is vir ’n werknemer van dieselfde klas en geslag en met dieselfde ondervinding, met die nodige inagneming van die omskrywing van „ondervinding”, en wie se daaglikse werkure hoogstens 5 uur beloop;

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

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

„kleurpasser en/of verfmaker, ongekwalifiseer,” ’n kleurpasser en/of verfmaker met minder as drie jaar ondervinding in sodanige werksaamhede;

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

„versendingsklerk” ’n werknemer wat verantwoordelik is vir die ontvang van goedere uit ’n voorraadkamer of pakhuis of van afdelings vir versending, en wat toesig mag hou oor die verpakking en/of bymeekaarmaak van sodanige goedere, die nagaan van pakkette en die weeg, merk of adresseer daarvan, en sluit dit ’n pakhuisman of magasynman in;

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

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

„motorvoertuigbestuurder” ’n werknemer, uitgesonderd ’n bestuurder van ’n motorfiets, ’n bromponie, ’n motordriewieler en ’n gemotoriseerde fiets, wat ’n motorvoertuig bestuur, uitgesonderd bestuur soos bepaal in die woordomskrywing van „werknemer graad I”, en by die toepassing van hierdie omskrywing sluit „’n motorvoertuig bestuur” alle tydperke van bestuur in en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy op sy pos moet bly, gereed om te bestuur;

„motorfietsbestuurder” ’n werknemer wat ’n motorfiets, bromponie, motordriewieler of ’n gemotoriseerde fiets bestuur;

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

„bedryfsinrigting” persele waarin die Chemikalieënywerheid, soos omskryf, uitgeoefen word, wat nl. ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word;

„ondervinding”—

- met betrekking tot ’n chemitegnikus, die totale tydperk of tydperke wat ’n werknemer in chemiese werk werksaam was;
- met betrekking tot ’n klerk, die totale tydperk of tydperke wat ’n werknemer in enige nywerheid, bedryf of beroep as klerk werksaam was;

- (c) in relation to a grade I employee, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a grade I employee; provided that a grade I employee, who has not previously worked as a grade I employee in a Class C establishment and who became qualified in either a Class A or a Class B establishment, shall on entering employment in a Class C establishment be credited with 12 months' experience;
- (d) in relation to a despatch clerk, the total period or periods of employment which an employee has had as a despatch clerk irrespective of the industry, trade or occupation in which the experience was gained;
- (e) in relation to a traveller, the total period or periods of employment which an employee has had as a traveller irrespective of the industry, trade or occupation in which the experience was gained;
- (f) in relation to a tester, the total period or periods of employment which an employee has had in the Chemical Manufacturing Industry as a tester;
- (g) in relation to a tinter, the total period or periods of employment which an employee has had in any paint factory as a tinter;
- (h) in relation to a colour matcher or paint maker, the total period or periods of employment which an employee has had in a Class B establishment as a colour matcher and/or paint maker;

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

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

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

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

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

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

In classes A and B establishments—

- (1) attending automatic machines and packing products derived herefrom;
- (2) checking products;
- (3) counting goods into miscellaneous lots;
- (4) cutting cardboard or other materials by semi-automatic or automatic guillotine;
- (5) cutting stencils individually by hand or machine;
- (6) heat or flame sealing of bags, bottles or containers;
- (7) joining, measuring and cutting belting to prescribed measurements;
- (8) measuring liquids or powders by volume or weight, not to a set scale or measure;
- (9) metal spinning of spray containers;
- (10) mixing products to prescribed formulae;
- (11) operating pre-set lathes repetitively for turning spray container parts;
- (12) operating a duplicating machine;
- (13) operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment and includes the driver

- (c) met betrekking tot 'n werknemer graad I, die totale tydperk of tydperke wat 'n werknemer in die Chemikalieënwyerheid as 'n werknemer graad I, werkzaam was: Met dien verstande dat 'n werknemer graad I wat nie tevore as 'n werknemer graad I in 'n bedryfsinrigting klas C gewerk het nie en wat of in 'n bedryfsinrigting klas A of in 'n bedryfsinrigting klas B gekwalifiseer het, met 12 maande ondervinding gekrediteer moet word wanneer hy diens in 'n bedryfsinrigting klas C aanvaar;
- (d) met betrekking tot 'n versendingsklerk, die totale tydperk of tydperke wat 'n werknemer as versendingsklerk werkzaam was, afgesien van die nywerheid, bedryf of beroep waarin die ondervinding opgedoen is;
- (e) met betrekking tot 'n handelsreisiger, die totale tydperk of tydperke wat 'n werknemer as 'n reisiger werkzaam was, afgesien van die nywerheid, bedryf of beroep waarin sodanige ondervinding opgedoen is;
- (f) met betrekking tot 'n toetser, die totale tydperk of tydperke wat 'n werknemer in die Chemikalieënwyerheid as 'n toetser werkzaam was;
- (g) met betrekking tot 'n tinter, die totale tydperk of tydperke wat 'n werknemer in enige verf fabriek as 'n tinter werkzaam was;
- (h) met betrekking tot 'n kleurpasser of verfmaker, die totale tydperk of tydperke wat 'n werknemer in 'n bedryfsinrigting klas B as 'n kleurpasser en/of verfmaker werkzaam was;

„fabrieksklerk” 'n werknemer wat onder die toesig van 'n voorman of 'n gekwalifiseerde klerk of 'n pakhuisman of 'n versendingsklerk een of meer van die volgende werksaamhede verrig—

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

„fabrieksklerk, gekwalifiseer” 'n fabrieksklerk met minstens een jaar ondervinding;

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

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

„werknemer graad I,” 'n werknemer wat een of meer van die volgende werksaamhede verrig—

In bedryfsinrigtings klasse A en B—

- (1) outomatiese masjiene bedien en produkte wat daarvan afkomstig is, verpak;
- (2) produkte nagaan;
- (3) goedere in verskillende lotte aftel;
- (4) karton of ander materiaal met 'n halfoutomatiese of outomatiese guillotine sny;
- (5) sjablone afsonderlik met die hand of 'n masjien uitsny;
- (6) sakke, bottels of houters met hitte of 'n vlam verseël;
- (7) bandmateriaal volgens voorgeskrewe mate heg, meet en sny;
- (8) vloei-stowwe of poeiers volgens volume of gewig afmeet, maar nie volgens 'n gestelde skaal of maat nie;
- (9) metaaltolling van spuitstofhouters;
- (10) produkte volgens voorgeskrewe formules meng;
- (11) vooraf gestelde draaibanke by herhaling bedien om spuitstofhoueronderdele af te draai;
- (12) 'n afrolmasjiene bedien;
- (13) 'n mobiele krag-aangedrewe voertuig, wat gebruik word om goedere in 'n bedryfsinrigting te laai, af te laai, te verskuif of op te stapel, bedien, en omvat

of an industrial tractor towing one or more trailers within an establishment;

- (14) packing mixed articles into containers for despatch;
- (15) pasting colour specimens to colour charts;
- (16) preparing orders from delivery notes;
- (17) selecting and pasting labels on containers;
- (18) selecting or sorting stencils;
- (19) soldering or welding;
- (20) stitching boxes or cartons by machine;
- (21) varnish cooking;

and includes incidental recording and notekeeping.

In class C establishments—

- (1) assembling or inserting or attaching and/or trimming fancy dressings for boxes, bottles or containers and the preparation thereof;
- (2) attending automatic machines and packing products derived therefrom;
- (3) checking gauges or temperature charts and controlling pressure and/or vacuum;
- (4) checking products;
- (5) counting goods into miscellaneous lots;
- (6) crimping or sealing caps on containers by semi-automatic or automatic machine;
- (7) cutting cardboard or other materials by semi-automatic or automatic guillotine;
- (8) cutting stencils individually by hand or machine;
- (9) drawing vacuum from and sealing containers;
- (10) feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain medicinal preparations for human or animal use, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants, flavourings or colour matter for food-stuffs, and essences (excluding domestic essences, domestic deodorants, domestic disinfectants, industrial deodorants and industrial disinfectants);
- (11) feeding products into prepared moulds;
- (12) filling containers by hand and/or labelling by hand;
- (13) heat or flame sealing of bags, bottles or other containers;
- (14) inspection of containers and/or contents for foreign matter;
- (15) lipstick moulding, tube filling, flaming and shaping;
- (16) measuring liquids or powders by volume or weight;
- (17) mixing products to prescribed formulae;
- (18) moulding materials or products in prepared moulds;
- (19) operating a duplicating machine;
- (20) operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment and includes the driving of an industrial tractor towing one or more trailers within an establishment;
- (21) packing mixed articles into containers for despatch;
- (22) preparing orders from delivery notes;
- (23) printing labels or other printed matter;
- (24) printing on labels, bottles or other containers by hand-printing machine or by mechanically-operated machine;
- (25) selecting or sorting stencils;
- (26) setting perforating or coding machines;
- (27) soldering or welding;
- (28) sorting out bottles or glass tubes or rubber stoppers for the purpose of holding preparations intended for human or animal treatment or consumption;
- (29) stapling wicks and inserting supporting wires into wicks;
- (30) stitching boxes or cartons by machine;
- (31) trimming viscose rings;
- (32) type-setting of words or letters for rubber stamps, handprinting machines or power-driven printing machines;

and includes incidental recording and notekeeping;

“grade I employee, qualified,” means—

- (a) in classes A and B establishments, an employee who has had not less than 12 months' experience;

dit die bestuur van 'n nywerheidstrekkers wat een of meer sleepwaens binne 'n bedryfsinrigting trek;

- (14) verskillende artikels vir versending in houters pak;
 - (15) kleurmonsters op kleurkaarte plak;
 - (16) bestellings uit afleveringsbriewe opmaak;
 - (17) etikette uitsoek en op houters plak;
 - (18) sjablone uitsoek of sorteer;
 - (19) soldeer of sweis;
 - (20) dose of kartonne met 'n masjien stik;
 - (21) vernis kook;
- en omvat dit die hou van rekords en die maak van aantekeninge in verband met bostaande;

In bedryfsinrigtings klas C—

- (1) verfraaiings vir dose, bottels of houters bymekaar-maak of insit of aanheg en/of regsny en dit voorberei;
- (2) outomatiese masjiene bedien en produkte wat daarvan afkomstig is, verpak;
- (3) meters of temperatuurkaarte nagaan en druk en/of vakuüm kontroleer;
- (4) produkte nagaan;
- (5) goedere in verskillende lotte aftel;
- (6) doppe of houters met 'n halfoutomatiese of outomatiese masjien riffel of verseël;
- (7) karton of ander materiale met 'n halfoutomatiese of outomatiese guillotine sny;
- (8) sjablone afsonderlik met die hand of 'n masjien sny;
- (9) houters lugleeg maak en verseël;
- (10) houters in vul- of etiketteermasjiene voer, of houters vul of etiketteer waar sodanige houters medisinale preparate vir menslike of dierlike gebruik, toilet-preparate, skoonheidsmiddels, parfuum, reukwater, antiseptiese middels, reukweermiddels, geursels of kleurstowwe vir voedsel en ekstrakte (uitgesonderd huishoudelike ekstrakte, huishoudelike reukweermiddels, huishoudelike ontsmettingsmiddels, nywerheidsreukweermiddels en nywerheidsontsmettingsmiddels);
- (11) produkte in bereide vorms voer;
- (12) houters met die hand vul en/of met die hand etiketteer;
- (13) sakke, bottels of ander houters deur middel van hitte of 'n vlam verseël;
- (14) houters en/of dié inhoud daarvan nagaan om vas te stel of daar vreemde stowwe in is;
- (15) lipstifform, buisies vul en die vlam- en fatsoeneerwerk daaraan doen;
- (16) vloeistowwe of poeiers volgens volume of gewig afmeet;
- (17) produkte volgens voorgeskrewe formules meng;
- (18) materiaal of produkte vorm in bereide vorms;
- (19) 'n afrolmasjien bedien;
- (20) bediening van 'n mobiele, kragaangedrewe voertuig wat gebruik word in die laai, aflaai, verskuiwing of stapeling van goedere in 'n bedryfsinrigting en sluit dit in die bestuur van 'n nywerheidstrekkers wat een of meer sleepwaens binne 'n bedryfsinrigting trek;
- (21) verskillende artikels vir versending in houters pak;
- (22) bestellings volgens afleveringsbriewe opmaak;
- (23) etikette of ander drukwerk druk;
- (24) deur middel van 'n handdrukmasjien of 'n meganies-aangedrewe masjien op etikette, bottels of ander houters druk;
- (25) sjablone uitsoek of sorteer;
- (26) perforer- of kodeermasjiene stel;
- (27) soldeer of sweis;
- (28) bottels of glasbuisie wat bedoel is om preparate te bevat wat vir die behandeling of verbruik van mense of diere bedoel is en rubberproppe daarvoor sorteer;
- (29) pitte vaskram en steundrade in pitte steek;
- (30) dose of kartonne met 'n masjien vasstik;
- (31) viskoseringe regsny;
- (32) woorde of letters vir rubberstempels, handdrukmasjiene of meganies-aangedrewe drukmasjiene set; en sluit dit die hou van rekords en aantekeninge in verband met bostaande in;

„werknemer graad I, gekwalifiseer,”—

- (a) in bedryfsinrigtings klasse A en B, 'n werknemer met minstens 12 maande ondervinding;

(b) in class C establishments, an employee who has had not less than three years' experience;

"grade I employee, unqualified," means—

(a) in classes A and B establishments, an employee who has had less than 12 months' experience;

(b) in class C establishments, an employee who has had less than three years' experience;

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

In classes A and B establishments—

- (1) attending semi-automatic machines;
- (2) counting goods into uniform lots according to list specifying the number in each lot;
- (3) delivering goods or parcels on foot, by bicycle or tricycle or other hand or foot-propelled vehicle;
- (4) feeding containers into filling or labelling machines;
- (5) filling or labelling containers by hand or machine;
- (6) heat sealing of wrappings;
- (7) messenger;
- (8) opening or closing filter presses or removing or replacing filter cloths;
- (9) operating a power-driven but pedestrian-controlled vehicle used for lifting or moving goods and/or power-driven lifts where starting or stopping is not controlled automatically;
- (10) packing articles of uniform size and number, singly or collectively, into containers specially designed to contain such articles;
- (11) painting containers;
- (12) painting machinery;
- (13) pressing out block of material or products by hand press;
- (14) recording and incidental notekeeping;
- (15) spinning paints on to containers;
- (16) stitching boxes or cartons by hand.

In class C establishments—

- (1) assembling caps, corks or stoppers for bottles or other containers;
- (2) crimping or sealing caps or containers by hand;
- (3) cutting adhesive plaster by machine;
- (4) cutting animal fats or flesh or herbs for packing;
- (5) cutting blocks or cubes of products to size;
- (6) cutting cardboard or other materials by hand;
- (7) delivering goods or parcels on foot, by bicycle or tricycle or other hand or foot-propelled vehicle;
- (8) detaching caps or containers from moulds;
- (9) dipping moulds into heated material for forming containers or caps;
- (10) feeding bottles or containers on to conveyor-belts;
- (11) feeding containers into filling or labelling machines or filling or labelling containers where such containers are being filled with or contain materials or products other than medicinal preparations for human or animal uses, toilet preparations, cosmetics, perfumes, scents, antiseptics, deodorants, or essences;
- (12) feeding labels into gumming machines or applying gum to labels by hand;
- (13) heat sealing of wrappings;
- (14) inserting metal spools into pre-cut plaster rolls;
- (15) inserting tissue paper or cotton wool into bottles or containers;
- (16) messenger;
- (17) mixing chemical materials by power-driven machines;
- (18) opening or closing filter presses or removing or replacing filter cloths;
- (19) operating perforating or coding machines;
- (20) operating a power-driven but pedestrian-controlled vehicle used for lifting or moving goods and/or power-driven lifts where starting or stopping is not controlled automatically;
- (21) painting containers;
- (22) placing disc on top of creams or other finished products;
- (23) recording and incidental notekeeping;
- (24) sorting out bottles or glass tubes or rubber stoppers for the purpose of holding preparations not intended for human or animal treatment or consumption;

(b) in bedryfsinrigtings klas C, 'n werknemer met minstens drie jaar ondervinding;

„werknemer graad I, ongekwalifiseer,”—

(a) in bedryfsinrigtings klasse A en B, 'n werknemer met minder as 12 maande ondervinding;

(b) in bedryfsinrigtings klas C, 'n werknemer met minder as drie jaar ondervinding;

„werknemer graad II,” 'n werknemer wat in een of meer van die volgende werksaamhede in diens is:

In bedryfsinrigtings klasse A en B—

- (1) halfoutomatiese masjiene bedien;
- (2) goedere in eenvormige lotte aftel ooreenkomstig 'n lys wat die getal in elke lot spesifiseer;
- (3) goedere of pakkette te voet, per fiets of driewieler of hand- of voettoetuig aflewer;
- (4) houters op vul- of etiketteermasjiene voer;
- (5) houters met die hand of 'n masjien vul of etiketteer;
- (6) omhulsels met hitte verseël;
- (7) bodewerksaamhede verrig;
- (8) filterperse oop- en toemaak of filtreerdoeke verwyder of vervang;
- (9) bediening van 'n kragaangedrewe maar voetgangerbeheerde voertuig wat gebruik word om goedere op te lig of te verskuif en/of kragaangedrewe hystoestelle waar die aansit of afskakeling nie outomaties beheer word nie;
- (10) artikels van dieselfde grootte of getal, afsonderlik of gesamentlik in houters pak wat spesiaal ontwerp is om sodanige artikels te bevat;
- (11) houters verf;
- (12) masjinerie verf;
- (13) blokke materiaal of produkte met 'n handpers uitpers;
- (14) optekenwerk, en aantekeninge in verband daarmee hou;
- (15) verf deur middel van tolling op houters aanbring;
- (16) dose of kartonne met die hand vassit;

in bedryfsinrigtings klas C—

- (1) doppe, kurkproppe of proppe vir bottels of ander houters bymekaarmaak;
- (2) doppe of houters met die hand riffel of verseël;
- (3) kleefpleister met 'n masjien sny;
- (4) dierlike vette of vleis of kruie vir verpakking sny;
- (5) blokke of blokkies produkte na grootte sny;
- (6) karton of ander materiale met die hand sny;
- (7) goedere of pakkette te voet, per fiets of driewieler of ander hand- of voettoetuig aflewer;
- (8) doppe of houters van vorms afhaal;
- (9) vorms in verhitte materiaal doop om houters of doppe te vorm;
- (10) bottels of houters op vervoerbande voer;
- (11) houters op vul- of etiketteermasjiene voer of houters vul of etiketteer, waar sodanige houters gevul word met, of waar dit ander materiale of produkte as medisinale preparate vir gebruik deur mense of diere, toiletpreparate, skoonheidsmiddels, parfuum, reukwater, ontsmettingsmiddels, reukweermiddels of eks-trakte bevat;
- (12) etikette aan vasgommasjiene voer of gom met die hand aan etikette smeer;
- (13) omhulsels deur middel van hitte verseël;
- (14) metaaltolle in vooraf gesnyde pleisterrolle sit;
- (15) sneespapier of watte in bottels of houters sit;
- (16) bodewerksaamhede verrig;
- (17) chemiese stowwe met kragaangedrewe masjiene meng;
- (18) filterperse oop- of toemaak of filtreerdoeke verwyder of vervang;
- (19) perforeer- of kodeermasjiene bedien;
- (20) bediening van 'n kragaangedrewe maar voetgangerbeheerde voertuig wat gebruik word om goedere op te lig of te verskuif en/of kragaangedrewe hystoestelle waar die aansit of afskakeling nie outomaties beheer word nie;
- (21) houters verf;
- (22) skyfie bo-op roomsoorte of ander voltooide produkte plaas;
- (23) optekenwerk, en aantekeninge in verband daarmee hou;
- (24) bottels of glasbuis wat bedoel is om preparate te bevat wat nie vir die behandeling of verbruik van mense of diere bedoel is nie, en rubberproppe daarvoor sorteer;

- (25) stapling samples to advertising matter;
- (26) stitching boxes or cartons by hand;
- (27) stringing cards for holding goods for display and/or sale;

or an employee not elsewhere specified in this Agreement; "grade III employee" means an employee engaged in one or more of the following operations:—

In classes A, B and C establishments—

- (1) assembling wooden boxes and corrugated or fibre board of similar containers by hand;
- (2) assisting on delivery vans;
- (3) branding, stamping or stencilling or affixing labels to bales, boxes, drums or other packages or containers for transport or delivery, all where no discretion is involved;
- (4) carrying, moving or stacking goods, or other movable property of any description;
- (5) cleaning or washing animals, containers, filter presses, furniture, machinery, plant, premises, tools, utensils or other articles;
- (6) charging bulk materials into filling machines;
- (7) cutting cardboard or other materials by hand;
- (8) cutting stencils repetitively by hand or machine;
- (9) dismantling containers for re-use;
- (10) distributing advertising matter by hand;
- (11) feeding or sieving by hand into elevators or hoppers or into tanks, vats, coating pans or other vessels or into grinding, mixing, filling, refining or tablet machines;
- (12) filling containers used for bulk quantities and/or weighing on set scales in bulk (note—"bulk" means any quantity exceeding 25 lb. in weight in the case of solids or four gallons in volume in the case of liquids);
- (13) folding printed matter by hand or machine, or enveloping mail;
- (14) gardening;
- (15) greasing or oiling machinery and/or motor vehicles;
- (16) loading or unloading;
- (17) making or maintaining fires, removing refuse or ashes;
- (18) making tea or other similar beverages, and/or serving tea and/or other beverages;
- (19) mixing chemical materials by hand;
- (20) opening or closing bales, bottles, boxes, drums or tins by hand (other than by soldering);
- (21) opening closing cocks and/or valves and/or sterilizers under the supervision of a foreman, assistant foreman, mechanic or maintenance man;
- (22) operating a hand-pump;
- (23) operating power-driven lifts where starting or stopping is controlled automatically;
- (24) packing articles singly or collectively into containers, which are part of the get-up of the article or articles;
- (25) stirring ingredients in vats or pans and/or turning over grain or other raw or semi-manufactured materials by hand;
- (26) tending and/or feeding animals, or birds, minding vehicles, harnessing animals;
- (27) weighing to a set scale materials or products, other than medical preparations for human or animal uses, toilet preparations, cosmetics, scents, antiseptics, deodorants or essences, flavouring or colouring matter for foodstuffs;

"hourly wage" means—

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

"Induna" means an employee who is in charge of a group of Grade III employees;

- (25) monsters aan advertensiemateriaal heg;
- (26) dose of kartonne met die hand vasnaai;
- (27) kaarte inryg om goedere vir vertoon en/of verkoop te bevat;

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

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

In bedryfsinrigtings klasse A, B en C—

- (1) houtkissies en riffel- of veselbord- of soortgelyke houers met die hand inmeekaarsit;
- (2) op bestelwaens behulpsaam wees;
- (3) etikette op bale, dose, dromme of ander pakkette of houers brandmerk, stempel of sjabloneer of dit daaraan heg vir vervoer of aflewering, waar geen diskresie nodig is nie;
- (4) goedere of ander roerende goed van welke aard ook al, dra, verskuif of opstapel;
- (5) diere, houers, filterperse, meubels, masjinerie, installasies, persele, gereedskap, gerei of ander artikels skoonmaak of was;
- (6) vulmasjiene met stortmateriale laai;
- (7) karton of ander materiale met die hand sny;
- (8) sjablone by herhaling met die hand of 'n masjien sny;
- (9) houers vir hergebruik uitmeekaarhaal;
- (10) advertensiemateriaal met die hand versprei;
- (11) met die hand in hystoestelle of geutbakke of in tenks, vate, laagaanbringpanne of ander houers of in maal-, meng-, vul-, raffineer- of tabletmasjiene voer of sit;
- (12) houers wat vir grootmaathoeveelhede gebruik word vul, en/of by die groot maat op gestelde skale afweeg (opmerking—"groot maat" beteken 'n hoeveelheid van swaarder as 25 lb in die geval van vaste stowwe of met 'n volume van meer as vier gelling in die geval van vloeistowwe);
- (13) gedrukte materiaal met die hand of 'n masjien vou, of posstukke in koeverte plaas;
- (14) tuinmaak;
- (15) masjinerie en/of motorvoertuie smeer of olie;
- (16) op- of aflai;
- (17) vure maak of in stand hou, afval of as verwyder;
- (18) tee of ander dergelyke drankte maak, en/of teen en/of ander drankte bedien;
- (19) chemiese stowwe met die hand meng;
- (20) bale, bottels, dose, dromme of blikke met die hand oop- of toemaak (uitgesonderd deur dit te soldeer);
- (21) krane en/of kleppe en/of steriliseerders onder die toesig van 'n voorman, assistent-voorman, werktuigkundige of onderhoudsman oop- of toemaak;
- (22) 'n handpomp bedien;
- (23) kragaangetrewe hystoestelle bedien waar die aansit of afskakeling outomaties beheer word;
- (24) artikels afsonderlik of saam in houers, wat deel van die samestelling van die artikel of artikels vorm, verpak;
- (25) bestanddele in vate of panne roer en/of graan of ander grondstowwe of halfvervaardigde stowwe met die hand omdraai;
- (26) diere of voëls versorg en/of voer; voertuie versorg en diere inspan;
- (27) stowwe of produkte, uitgesonderd medisinale preparate vir menslike of dierlike gebruik, toiletpreparate, skoonheidsmiddels, reukwater, ontsmettingsmiddels, reukweermiddels of ekstrakte, geurmiddels of kleurstowwe vir voedselware op 'n gestelde skaal weeg;

„uurloon”—

- (a) ten opsigte van 'n los werknemer, die dagloon gedeel deur agt;
- (b) ten opsigte van 'n ander werknemer as 'n los werknemer, die weekloon wat ooreenkomstig sy dienskontrak aan hom betaalbaar is, gedeel deur die getal werke vir die week waarop in genoemde kontrak ooreengekom is;
- (c) ten opsigte van 'n werknemer wat maandeliks besoldig word, die maandloon wat aan hom ingevolge sy dienskontrak betaalbaar is, gedeel deur die getal werke vir die maand wat in genoemde kontrak gestipuleer word;

„indoena” 'n werknemer wat aan die hoof staan van 'n groep werknemers graad III;

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

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

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

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

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

"punch-card operator" means an employee who under the supervision of a qualified clerical employee is engaged in operating a punch-card machine;

"punch-card operator, qualified," means a punch-card operator who has had not less than two years' experience;

"punch-card operator, unqualified," means a punch-card operator who has had less than two years' experience;

"short-time" means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have, in pursuance of clause 6 (11) been temporarily reduced to less than such usual number;

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

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

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

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

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

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

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

"tinter" means an employee who is engaged in the adding of colours to mixed paint to obtain pre-determined shades, using the colours in the ratios prescribed by the colour matcher and/or paintmaker who supervises him;

"tinter, qualified," means a tinter who has had not less than four years' experience in any paint factory;

"tinter, unqualified," means a tinter who has had less than four years' experience in any paint factory;

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

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

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

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

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

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

"varnish cooker" means an employee who, under the supervision of a varnish maker, is engaged on attending to the weighing of materials and controlling temperatures;

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

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

„stukwerk" enige stelsel waarvolgens die werknemer se besoldiging op die hoeveelheid of omvang van die werk wat hy verrig, gegrond word;

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

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

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

„ponskaartmasjienbediener" 'n werknemer wat onder die toesig van 'n gekwalifiseerde klerk 'n ponskaartmasjien bedien;

„ponskaartmasjienbediener, gekwalifiseer," 'n ponskaartmasjienbediener met minstens twee jaar ondervinding;

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

„korttyd" die gewone werkure wat 'n werknemer in 'n bedryfsinrigting werk wanneer sy gebruiklike getal gewone werkure in daardie bedryfsinrigting ingevolge klousule 6 (11) tydelik verminder is tot minder as sodanige gebruiklike getal;

„pakhuisman of magasynman" 'n werknemer wat toesig hou oor voorrade of klaarvervaardigde produkte en wat daarvoor verantwoordelik is om goedere in 'n pakhuis of magasyn te ontvang, te hou, bymekaar te maak, te verpak of uit te pak en om goedere uit 'n pakhuis of magasyn aan die verbruiksafdelings of vir versending te lewer;

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

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

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

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

„toetser, gekwalifiseer," 'n toetser met meer as drie jaar ondervinding;

„toetser, ongekwalifiseer," 'n toetser met minder as drie jaar ondervinding;

„tinter" 'n werknemer wat kleure by gemengde verf voeg om voorafbepaalde skakerings te verkry, met gebruikmaking van kleure in die verhoudings voorgeskryf deur die kleurpasser en/of verfmaker wat oor hom toesig hou;

„tinter, gekwalifiseer" 'n tinter met minstens vier jaar ondervinding in enige verf fabriek;

„tinter, ongekwalifiseer" 'n tinter met minder as vier jaar ondervinding in enige verf fabriek;

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

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

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

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

„uniform" 'n kledingstuk of kledingstukke met onderskeiende ontwerp of kleur;

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

„verniskoker" 'n werknemer wat onder die toesig van 'n vernismaker aandag moet gee aan stowwe weeg en temperature beheer;

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

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

4. REMUNERATION.

The Council is the body entrusted with the administration of the Agreement.

be in that class in which he is wholly or mainly engaged.

provided that in classifying an employee he shall be deemed to be in that class in which he is wholly or mainly engaged.

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

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

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

provided that in classifying an employee he shall be deemed to be in that class in which he is wholly or mainly engaged.

Monthly-paid Employees.	Class A	Class B	Class C
Chemical technician, qualified.....	180.00	180.00	180.00
Chemical technician, unqualified.....	110.00	110.00	110.00
During 1st year of experience.....	120.00	120.00	120.00
During 2nd year of experience.....	130.00	130.00	130.00
During 3rd year of experience.....	140.00	140.00	140.00
During 4th year of experience.....	150.00	150.00	150.00
During 5th year of experience.....	160.00	160.00	160.00
During 6th year of experience.....	160.00	160.00	160.00
Clerical employee (male) or despatch clerk or storeman, qualified.....	140.00	140.00	140.00
Clerical employee (male) or despatch clerk or storeman, unqualified.....	90.00	90.00	90.00
During 1st year of experience.....	100.00	100.00	100.00
During 2nd year of experience.....	110.00	110.00	110.00
During 3rd year of experience.....	120.00	120.00	120.00
During 4th year of experience.....	130.00	130.00	130.00
During 5th year of experience.....	140.00	140.00	140.00
Clerical employee (female), qualified.....	120.00	120.00	120.00
During 1st year of experience.....	75.00	75.00	75.00
During 2nd year of experience.....	85.00	85.00	85.00
During 3rd year of experience.....	95.00	95.00	95.00
During 4th year of experience.....	105.00	105.00	105.00
Colour matcher and/or paintmaker, qualified.....	140.00	140.00	140.00
Colour matcher and/or paintmaker, unqualified.....	100.00	100.00	100.00
During 1st year of experience.....	110.00	110.00	110.00
During 2nd year of experience.....	120.00	120.00	120.00
During 3rd year of experience.....	130.00	130.00	130.00
Pill or tablet maker, qualified.....	175.00	175.00	175.00
During 1st year of experience.....	110.00	110.00	110.00
During 2nd year of experience.....	120.00	120.00	120.00
During 3rd year of experience.....	130.00	130.00	130.00
During 4th year of experience.....	140.00	140.00	140.00
During 5th year of experience.....	150.00	150.00	150.00
During 6th year of experience.....	160.00	160.00	160.00
Traveler, qualified (including sub-sistence allowance for periods not extending overnight).....	220.00	220.00	220.00
Traveler, unqualified (including sub-sistence allowance for periods not extending overnight).....	220.00	220.00	220.00
During 1st year of experience.....	130.00	130.00	130.00
During 2nd year of experience.....	140.00	140.00	140.00
During 3rd year of experience.....	150.00	150.00	150.00
During 4th year of experience.....	160.00	160.00	160.00
During 5th year of experience.....	170.00	170.00	170.00
During 6th year of experience.....	180.00	180.00	180.00

Werkenemers wat maandeliks besoldig word.	Be-tyg-ting-klas C	Be-tyg-ting-klas B	Be-tyg-ting-klas A
Chemiegnikus, gekwalifiseer.....	180.00	180.00	180.00
During 1st year of experience.....	110.00	110.00	110.00
During 2nd year of experience.....	120.00	120.00	120.00
During 3rd year of experience.....	130.00	130.00	130.00
During 4th year of experience.....	140.00	140.00	140.00
During 5th year of experience.....	150.00	150.00	150.00
During 6th year of experience.....	160.00	160.00	160.00
Klerk (man) of versendingsklerk of pakhuismans, gekwalifiseer.....	140.00	140.00	140.00
Klerk (man) of versendingsklerk of pakhuismans, ongekwalifiseer.....	90.00	90.00	90.00
During 1st year of experience.....	100.00	100.00	100.00
During 2nd year of experience.....	110.00	110.00	110.00
During 3rd year of experience.....	120.00	120.00	120.00
During 4th year of experience.....	130.00	130.00	130.00
During 5th year of experience.....	140.00	140.00	140.00
Klerk (vrou), gekwalifiseer.....	120.00	120.00	120.00
During 1st year of experience.....	75.00	75.00	75.00
During 2nd year of experience.....	85.00	85.00	85.00
During 3rd year of experience.....	95.00	95.00	95.00
During 4th year of experience.....	105.00	105.00	105.00
Kleurpasser en/of verfmaker, gekwalifiseer.....	140.00	140.00	140.00
During 1st year of experience.....	100.00	100.00	100.00
During 2nd year of experience.....	110.00	110.00	110.00
During 3rd year of experience.....	120.00	120.00	120.00
Pil- of tabletmaker, gekwalifiseer.....	175.00	175.00	175.00
During 1st year of experience.....	100.00	100.00	100.00
During 2nd year of experience.....	110.00	110.00	110.00
During 3rd year of experience.....	120.00	120.00	120.00
Handelsreisiger, gekwalifiseer (met inbegrip van verblyfloeelae vir tydperke wat nie oornag strek nie).....	220.00	220.00	220.00
Handelsreisiger, ongekwalifiseer (met inbegrip van verblyfloeelae vir tydperke wat nie oornag strek nie).....	130.00	130.00	130.00
During 1st year of experience.....	140.00	140.00	140.00
During 2nd year of experience.....	150.00	150.00	150.00
During 3rd year of experience.....	160.00	160.00	160.00
During 4th year of experience.....	170.00	170.00	170.00
During 5th year of experience.....	180.00	180.00	180.00

4. BESOLDIGING.

"loon" die gedeelte van die besoldiging wat ten opsigte van die gewone werkte wat in klousule 6 voorgeskryf word in geld aan 'n werknemer betaalbaar is: Met dien verstande dat as 'n werknemer gereeld 'n werknemer ten opsigte van sodanige gewone werkte 'n hoër bedrag betaal as die wat by klousule 4 voorgeskryf word, dit so- danige hoër bedrag beteken;

"wag" 'n werknemer wat persone, geboue, hekke, voertuie of ander eiendom oppas;

met dien verstande dat wanneer 'n werknemer geklassifiseer word, hy gegas sal word in daardie klas te wees waarin hy uit- stuitlik of hoofsaaklik in diens is.

Die Raad is die liggaam aan wie die administrasie van die Ooreenkoms toevertrou is.

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

Monthly-paid Employees.	Class A Estab- lishment.	Class B Estab- lishment.	Class C Estab- lishment.
	R	R	R
During 7th six months' experience.	190.00	190.00	190.00
During 8th six months' experience.	200.00	200.00	200.00
Traveller, qualified (in Bantu areas) (including subsistence allowance for periods not extending overnight)...	140.00	140.00	140.00
Traveller, unqualified (in Bantu areas) (including subsistence allowance for periods not extending overnight)—			
During 1st six months' experience..	90.00	90.00	90.00
During 2nd six months' experience..	95.00	95.00	95.00
During 3rd six months' experience..	100.00	100.00	100.00
During 4th six months' experience..	105.00	105.00	105.00
During 5th six months' experience..	110.00	110.00	110.00
During 6th six months' experience..	115.00	115.00	115.00
During 7th six months' experience..	120.00	120.00	120.00
During 8th six months' experience..	130.00	130.00	130.00

Weekly-paid Employees.	Class A Estab- lishment.	Class B Estab- lishment.	Class C Estab- lishment.
	R	R	R
Artisan	38.00	38.00	38.00
Boiler Attendant	12.50	12.50	12.50
Canteen Supervisor	18.00	18.00	18.00
Canteen Cook	13.25	13.25	13.25
Chargehand	18.00	18.00	18.00
Driver of a motor vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 3,000 lbs.	16.50	16.50	16.50
(ii) exceeds 3,000 lbs, but does not exceed 6,000 lbs.	17.50	17.50	17.50
(iii) exceeds 6,000 lbs, but does not exceed 10,000 lbs.	20.50	20.50	20.50
(iv) exceeds 10,000 lbs.	25.00	25.00	25.00
Driver of a motor cycle, motor scooter, motor tricycle, motorised bicycle...	14.00	14.00	14.00
Factory clerk, qualified	19.00	19.00	19.00
Factory clerk, unqualified—			
During 1st six months' experience..	17.00	17.00	17.00
During 2nd six months' experience..	18.00	18.00	18.00
Foreman	40.00	40.00	40.00
Assistant Foreman	30.00	30.00	30.00
Grade I employee, qualified	13.25	13.25	16.50
Grade I employee, unqualified—			
During 1st six months' experience..	12.25	12.25	13.50
During 2nd six months' experience..	12.75	12.75	14.00
During 3rd six months' experience..	—	—	14.50
During 4th six months' experience..	—	—	15.00

Werknemers wat maandeliks besoldig word.	Be- dryfs- inrig- ting klas A	Be- dryfs- inrig- ting klas B	Be- dryfs- inrig- ting klas C
	R	R	R
Gedurende 7de ses maande onder- vinding	190.00	190.00	190.00
Gedurende 8ste ses maande onder- vinding	200.00	200.00	200.00
Handelsreisiger, gekwalifiseer (in Ban- toegebiede) (met inbegrip van ver- blyftoelae vir tydperke wat nie oor- nag strek nie)	140.00	140.00	140.00
Handelsreisiger, ongekwalifiseer (in Bantoegebiede) met inbegrip van verblyftoelae vir tydperke wat nie oornag strek nie)—			
Gedurende 1ste ses maande onder- vinding	90.00	90.00	90.00
Gedurende 2de ses maande onder- vinding	95.00	95.00	95.00
Gedurende 3de ses maande onder- vinding	100.00	100.00	100.00
Gedurende 4de ses maande onder- vinding	105.00	105.00	105.00
Gedurende 5de ses maande onder- vinding	110.00	110.00	110.00
Gedurende 6de ses maande onder- vinding	115.00	115.00	115.00
Gedurende 7de ses maande onder- vinding	120.00	120.00	120.00
Gedurende 8ste ses maande onder- vinding	130.00	130.00	130.00

Werknemers wat weekliks besoldig word.	Be- dryfs- inrig- ting klas A	Be- dryfs- inrig- ting klas B	Be- dryfs- inrig- ting klas C
	R	R	R
Ambagsman	38.00	38.00	38.00
Ketelbediener	12.50	12.50	12.50
Inrigtingswinkelopsigter	18.00	18.00	18.00
Inrigtingswinkelkok	13.25	13.25	13.25
Onderbaas	18.00	18.00	18.00
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(i) hoogstens 3,000 lb is.	16.50	16.50	16.50
(ii) meer as 3,000 lb maar hoog- stens 6,000 lb is.	17.50	17.50	17.50
(iii) meer as 6,000 lb maar hoog- stens 10,000 lb is.	20.50	20.50	20.50
(iv) meer as 10,000 lb is.	25.00	25.00	25.00
Bestuurder van 'n motorvoertuig, bromponie, motor-driewieler, ge- motoriseerde fiets	14.00	14.00	14.00
Fabrieksklerk, gekwalifiseer	19.00	19.00	19.00
Fabrieksklerk, ongekwalifiseer—			
Gedurende 1ste ses maande onder- vinding	17.00	17.00	17.00
Gedurende 2de ses maande onder- vinding	18.00	18.00	18.00
Voorman	40.00	40.00	40.00
Assistent-voorman	30.00	30.00	30.00
Werknemer graad I, gekwalifiseer...	13.25	13.25	16.50
Werknemer graad I, ongekwalifiseer—			
Gedurende 1ste ses maande onder- vinding	12.25	12.25	13.50
Gedurende 2de ses maande onder- vinding	12.75	12.75	14.00
Gedurende 3de ses maande onder- vinding	—	—	14.50
Gedurende 4de ses maande onder- vinding	—	—	15.00

Weekly-paid Employees.	Class A Establishment.	Class B Establishment.	Class C Establishment.
	R	R	R
During 5th six months' experience.	—	—	15.50
During 6th six months' experience.	—	—	16.00
Grade II employee.	12.00	12.00	12.00
Grade III employee.	11.00	11.00	11.00
Induna.	13.25	13.25	13.25
Maintenance or handyman.	22.00	22.00	22.00
Punch card operator, qualified.	20.00	20.00	20.00
Punch card operator, unqualified—			
During 1st six months' experience.	18.00	18.00	18.00
During 2nd six months' experience.	18.50	18.50	18.50
During 3rd six months' experience.	19.00	19.00	19.00
During 4th six months' experience.	19.50	19.50	19.50
Supervisor.	24.00	24.00	24.00
Traveller's assistant, who does not drive a motor vehicle (inclusive of subsistence allowance for periods not extending overnight).	11.00	11.00	11.00
Traveller's assistant, who drives a motor vehicle (inclusive of subsistence allowance for periods not extending overnight).	17.00	17.00	17.00
Tester, qualified.	18.00	18.00	18.00
Tester, unqualified—			
During 1st year of experience.	15.00	15.00	15.00
During 2nd year of experience.	16.00	16.00	16.00
During 3rd year of experience.	17.00	17.00	17.00
Tinter, qualified.	—	22.00	—
Tinter, unqualified—			
During 1st year of experience.	—	14.00	—
During 2nd year of experience.	—	16.00	—
During 3rd year of experience.	—	18.00	—
During 4th year of experience.	—	20.00	—
Varnishmaker.	—	31.00	—
Watchman.	12.00	12.00	12.00

(2) Casual employees—

- in the case of those employees for whom a rising scale of remuneration is prescribed, one-fifth of the highest weekly remuneration prescribed for an employee performing the same class of work as the casual employee, is required to perform for each day or part of a day of employment;
- in the case of all other employees, one-fifth of the weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

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

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

- a higher wage than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1), shall pay to such employee—

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

Werknemers wat weekliks besoldig word.	Bedryfs-inrigting klas A	Bedryfs-inrigting klas B	Bedryfs-inrigting klas C
	R	R	R
Gedurende 5de ses maande onder-vinding.	—	—	15.50
Gedurende 6de ses maande onder-vinding.	—	—	16.00
Werknemer graad II.	12.00	12.00	12.00
Werknemer graad III.	11.00	11.00	11.00
Indoena.	13.25	13.25	13.25
Onderhoudsman of faktotum.	22.00	22.00	22.00
Ponskaartmasjienbediener, gekwalifiseer.	20.00	20.00	20.00
Poskaartmasjienbediener, ongekwali-fiseer—			
Gedurende 1ste ses maande onder-vinding.	18.00	18.00	18.00
Gedurende 2de ses maande onder-vinding.	18.50	18.50	18.50
Gedurende 3de ses maande onder-vinding.	19.00	19.00	19.00
Gedurende 4de ses maande onder-vinding.	19.50	19.50	19.50
Toesighouer.	24.00	24.00	24.00
Handelsreisiger se assistent, wat nie 'n motorvoertuig bestuur nie (met inbegrip van verblyftoelae vir tydperke wat nie oornag strek nie).	11.00	11.00	11.00
Handelsreisiger se assistent, wat 'n motorvoertuig bestuur (met inbegrip van verblyftoelae vir tydperke wat nie oornag strek nie).	17.00	17.00	17.00
Toetser, gekwalifiseer.	18.00	18.00	18.00
Toetser, ongekwali-fiseer—			
Gedurende 1ste jaar ondervinding.	15.00	15.00	15.00
Gedurende 2de jaar ondervinding.	16.00	16.00	16.00
Gedurende 3de jaar ondervinding.	17.00	17.00	17.00
Tinter, gekwalifiseer.	—	22.00	—
Tinter, ongekwali-fiseer—			
Gedurende 1ste jaar ondervinding.	—	14.00	—
Gedurende 2de jaar ondervinding.	—	16.00	—
Gedurende 3de jaar ondervinding.	—	18.00	—
Gedurende 4de jaar ondervinding.	—	20.00	—
Vernismaker.	—	31.00	—
Wag.	12.00	12.00	12.00

(2) Los werknemers—

- in die geval van dié werknemers vir wie 'n stygende loon-skaal voorgeskryf is, een vyfde van die hoogste weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat 'n los werknemer moet doen, vir elke dag of deel van 'n dag diens;
 - in die geval van alle ander werknemers, een vyfde van die weeklikse besoldiging voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat 'n los werknemer moet doen, vir elke dag of deel van 'n dag diens.
- (3) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die lone wat op dié stadium waarop hierdie Ooreenkoms in werking tree, aan 'n werknemer betaal word, verminder nie.

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

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas;

by subklousule (1) voorgeskryf word, moet sodanige werknemer—

- indien daar van die werknemer vereis word om vir 'n tydperk van tot een uur op 'n bepaalde dag werk te verrig waarvoor 'n hoër skaal voorgeskryf word, minstens die uurloon wat vir sodanige hoër besoldigde werksaamheid voorgeskryf word; of
- indien daar van die werknemer vereis word om vir 'n tydperk van langer as 'n uur op 'n bepaalde dag werk te verrig waarvoor 'n hoër skaal voorgeskryf word, minstens die dagloon wat vir sodanige hoër besoldigde werksaamheid voorgeskryf word;

betaal word.

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

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

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

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

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

(8) *Subsistence Allowance.*—In addition to the wage prescribed in sub-clause (1)—

- (a) a traveller who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment overnight, shall be paid a subsistence allowance of not less than three rand (R3) for each night where such absence extends over one or more nights;
- (b) a traveller's assistant who, accompanying a traveller on any journey undertaken by the traveller in the performance of his duties, is absent from his place of residence and his employer's establishment overnight, shall be paid a subsistence allowance of not less than seventy-five cents (75c) for each night where such absence extends over one or more nights;

provided that, for the purposes of this sub-clause, the term "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

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

(b) A traveller who is required to provide a motor vehicle for the performance of his duties shall be paid by his employer an inclusive transport allowance of not less than seven cents (7c) for each mile travelled in the performance of his duty.

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

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

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

5. PAYMENT OF REMUNERATION

(1) *Employees other than Casual Employees.*—Save as provided in clauses 9 (2) and 16 an employer shall pay the remuneration due to each of his employees, other than his casual employees, in cash, monthly or weekly as the case may be, on the usual pay-day of the establishment or on termination of employment

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

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

- (a) of 'n weekliks besoldigde werknemer, en moet hy behoudens die bepalings van klousule 5 (7), minstens die volle weekloon voorgeskryf in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas, betaal word; of
- (b) of 'n maandeliks besoldigde werknemer, en, moet hy behoudens die bepalings van klousule 5 (7), minstens die volle maandloon voorgeskryf in subklousule (1), gelees met subklousule (7) van hierdie klousule, vir 'n werknemer van sy klas, betaal word.

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

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

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

- (a) moet 'n handelsreisiger wat op 'n reis, onderneem in die uitvoering van sy pligte, oornag van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, 'n verblyftoelae van minstens drie rand (R3) betaal word vir elke nag waar sodanige afwesigheid oor een of meer nagte strek;
- (b) moet 'n handelsreisiger se assistent wat 'n handelsreisiger vergesel op reis wat hy in die uitvoering van sy pligte onderneem, en wat oornag van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, 'n verblyftoelae van minstens vyf-en-sewentig sent (75c) betaal word vir elke nag waar sodanige afwesigheid oor een of meer nagte strek;

Met dien verstande dat, by die toepassing van hierdie klousule, die woord „nag” die tydperk tussen 11-uur nm. en 4-uur vm. beteken.

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

(b) Die werkgewer moet sy handelsreisiger van wie vereis word om 'n motorvoertuig te verskaf vir die uitvoering van sy pligte, 'n omvattende vervoertoelae van minstens sewe sent (7c) vir elke myl wat hy in die uitvoering van sy pligte afgelê het, betaal.

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

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

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

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousules 9 (2) en 16, moet 'n werkgewer die besoldiging wat aan elkeen van sy werknemers, uitgesonderd sy los werknemers, verskuldig is, maandeliks of weekliks, na gelang van die geval, op die gewone betaaldag van die bedryfsinrigting

if this takes place before the usual pay-day; provided that, where the employer and his employee agree, remuneration may be paid monthly.

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

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

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

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

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

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

- With the written consent of his employee, deductions for sick, insurance, provident or pension funds.
- Save as provided in clause 8 when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence.
- A deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make.
- When an employee agrees to accept board and/or lodging from his employer, a deduction (which may be made) not exceeding the amounts specified hereunder:—

	Per week. R	Per month. R
(i) Board	0.40	1.73
(ii) Lodging	0.20	0.87
(iii) Board and Lodging	0.60	2.60

(e) Whenever in pursuance of clause 6 (11) short time is introduced in an establishment a deduction in respect of each hour of the reduction in the ordinary hours of work of an amount equivalent to his hourly wage, provided that—

- no deduction shall be made in respect of the first hour or the reduction in the ordinary hours of work caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
- in the case of short time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than 24 hours' notice of his intention to introduce short time.

- Deduction for Council funds in terms of the provisions of clause 14.
- With the written consent of the employee deductions shall be made for contributions to the funds of a registered trade union by his employer.

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

(1) *Ordinary Hours of Work*.—The ordinary hours of work for an employee, other than a casual employee or watchman, in Classes A, B and C establishments shall not exceed—

- 45 hours in any week from Monday to Friday inclusive;
- nine hours in any day.

In the case of a casual employee, the ordinary hours of work shall not exceed eight hours in any day.

(2) An employer shall not require or permit his employee to work for more than five hours continuously without an interrupted interval of at least one hour; provided that—

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

of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal: Met dien verstande dat, as die werkgewer en sy werknemer aldus ooreenkom, sodanige besoldiging maandeliks betaal kan word.

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

(3) 'n Werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is gedurende werkure betaal en moet sodanige besoldiging plaas in 'n verseëlde koevert met 'n staat, in die vorm van Aanhangsels A van hierdie Ooreenkom, beoorlik ingevul, buite-op.

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

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

(6) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat hy aanwys, etes en/of huisvesting aan te neem nie.

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

- Met die skriftelike toestemming van sy werknemer, bedrae ten opsigte van 'n siekte-, versekerings-, voorsorgs-, of pensioenfonds;
- behoudens die bepalings van klousule 8, wanneer 'n werknemer van sy werk af wegbly of afwesig is weens 'n ongeluk of siekte, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- enige bedrag wat 'n werkgewer regtens of 'n bevel van 'n bevoegde hof moet of mag aftrek;
- wanneer 'n werknemer instem om etes en/of huisvesting van sy werknemer aan te neem, 'n bedrag (wat afgetrek mag word) van hoogstens die bedrae hieronder gespesifiseer:

	Per week R	Per maand R
(i) Etes	0.40	1.73
(ii) Huisvesting	0.20	0.87
(iii) Etes en huisvesting	0.60	2.60

(e) wanneer korttyd ingevolge klousule 6 (11) in 'n bedryfsinrigting ingevoer word, 'n bedrag ten opsigte van elke uur van die vermindering van die gewone werkure van 'n bedrag gelyk aan sy uurloon: Met dien verstande dat—

- geen bedrag afgetrek mag word nie ten opsigte van die eerste uur van die vermindering in die gewone werkure wat deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van ongeluk of ander onvoorsiene noodgeval veroorsaak word;
- geen bedrag in die geval van korttyd wat deur 'n slapte in die bedryf veroorsaak word, afgetrek mag word nie, tensy die werkgewer sy werknemer minstens 24 uur vooraf kennis gegee het van sy voorneme om korttyd in te stel;

- bedrae vir Raadsfondse ingevolge die bepalings van klousule 14;
- met die skriftelike toestemming van die werknemer, moet 'n werkgewer bedrae vir bydraes tot die fonds van 'n geregistreerde vakvereniging aftrek.

6. WERKURE: GEWONE EN OORTYDURE EN BESOLDIGING VIR OORTYD

(1) *Gewone werkure*.—Die gewone werkure vir 'n werknemer, uitgesonderd 'n los werknemer of wag, in bedryfsinrigtings klasse A, B en C is hoogstens—

- 45 uur in 'n week van Maandag tot en met Vrydag;
- nege uur op 'n dag.

In die geval van 'n los werknemer is die gewone werkure hoogstens agt uur op 'n dag.

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

- as sodanige pouse langer as een uur duur, alle tyd langer as een uur geag moet word gewone werkure te wees;

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

(3) An employer shall not require or permit a female employee to work between 6 o'clock p.m. and 6 o'clock a.m.

(4) *Rest Intervals.*—An employer shall grant to each of his employees other than an employee engaged in delivering messages or goods or guarding premises or goods by day, a rest of not less than 10 minutes as near as practicable to the middle of each morning and each afternoon work period during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (2) and (4), all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of ordinary daily or weekly hours of work in an establishment shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not, except in an emergency, require his employees to work overtime unless he has given at least four hours' notice of such intention, and, except in cases of emergency, employees so working shall not be required or permitted to work overtime, for more than eight hours in any week; provided that no employer shall require or permit a female employee to work overtime—

- (a) on more than three consecutive days;
- (b) on more than 60 days in any year;
- (c) in excess of two hours per day;
- (d) after completion of her ordinary working hours for more than one hour on any day, unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid to such employee an allowance of not less than twenty-five cents (25c) in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

(9) Time worked on Sunday or on any public holiday referred to in clause 7 (6) shall not be deemed to be part of the ordinary hours of work or overtime and shall be paid for as follows:—

- (a) In the case of an employee, other than a casual employee, at either—
 - (i) double his daily wage for time worked up to nine hours and in addition double his hourly wage for time worked in excess of nine hours, in the case of employees in classes A, B and C establishments; or
 - (ii) one and one-third times his hourly wage for each hour or part of an hour so worked and in addition grant to him, within seven days of such Sunday or public holiday, one day's leave or absence, and pay to him in respect thereof not less than his hourly wage multiplied by nine in the case of employees in classes A, B and C establishments.
- (b) In the case of a casual employee, at double his daily wage for time worked up to eight hours and in addition double his hourly wage for time worked in excess of eight hours, the hourly wage to be calculated at one-eighth of the daily wage.

(10) *Watchman.*—The hours of work for a watchman shall not exceed 72 in any week and he shall be entitled to and be granted a continuous period of 36 hours off duty during each week of employment.

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

(b) werktidperke wat onderbreek word deur pouses van minder as een uur geag word aaneenlopend te wees.

(3) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om tussen 6 nm. en 6 vm. te werk nie.

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

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalinge van subklousules (2) en (4), moet alle werkure aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat in 'n bedryfsinrigting langer gewerk word as die getal gewone daaglikse of weeklikse werkure, word geag oortyd te wees.

(7) *Beperking van oortydwerk.*—'n Werkgewer mag nie, uitgesonderd in 'n noodgeval, van sy werknemers vereis om oortyd te werk nie, tensy hy hulle minstens vier uur kennis van sodanige voorneme gegee het, en, uitgesonderd in noodgevalle, mag daar nie van werknemers wat aldus werk, vereis of hulle nie toegelaat word om vir langer as agt uur in 'n week oortyd te werk nie: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk nie—

- (a) op meer as drie agtereenvolgende dae;
- (b) op meer as 60 dae in 'n jaar;
- (c) langer as twee uur per dag;
- (d) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag, tensy hy—
 - (i) sodanige werknemer voor die middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer 'n toereikende ete verskaf het voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer 'n toelae van minstens vyf-en-twintig sent (25c) betyds betaal het om haar in staat te stel om 'n ete te bekom voordat sy met die oortydwerk moet begin.

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

(9) Tyd gewerk op Sondag of op 'n openbare vakansiedag in klousule 7 (6) bedoel, mag nie geag word deel van die gewone werkure of oortyd uit te maak nie, en werknemers word op die volgende wyse daarvoor besoldig:

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen of—
 - (i) dubbel sy dagloon vir tyd gewerk, tot nege uur, en daarbenewens dubbel sy uurloon vir tyd langer as nege uur gewerk, in die geval van werknemers in bedryfsinrigtings klasse A, B en C; of
 - (ii) een en een derde maal sy uurloon vir elke uur of deel van 'n uur aldus gewerk, en hom daarbenewens binne sewe dae na sodanige Sondag of openbare vakansiedag, een dag afwesigheidsverlof toestaan, en hom ten opsigte daarvan minstens sy uurloon vermenigvuldig met nege betaal in die geval van werknemers in bedryfsinrigtings klasse A, B en C.
- (b) In die geval van 'n los werknemer, teen dubbel sy dagloon vir tyd gewerk tot agt uur en daarbenewens dubbel sy uurloon vir tyd langer as agt uur gewerk, en die uurloon moet bereken word teen een agtste van die dagloon.

(10) *Wag.*—Die werkure vir 'n wag is hoogstens 72 uur in 'n week en hy is geregtig op en moet 'n aaneenlopende tydperk van 36 diensvry ure gedurende elke week diens toegestaan word.

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

(12) *Exemptions.*—The provisions of this clause shall not apply to a traveller and/or a traveller's assistant and shall not apply to any other employee whose salary or wage exceeds R200 per month, sub-clauses (1) to (9), both inclusive, and sub-clause (11) shall not apply to a watchman; and sub-clauses (4), (5) and (7) shall not apply to a male employee engaged on emergency work.

(13) *Clocking-in and Clocking-out.*—In establishments in which employees are required to clock-in at the commencement of work period and to clock-out at the expiration thereof, employees shall clock-in in employees' time and shall clock-out in employers' time; provided that for the purpose of rest intervals as prescribed by sub-clause (4) all clocking shall be done in employers' time.

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

DAILY LOG

Name of Employer
 Name of Driver
 Date
 Registration number of the vehicle
 Time of starting work a.m./p.m. a.m./p.m.
 Time of finishing work a.m./p.m. a.m./p.m.
 Number of hours worked
 Meal hours a.m./p.m. to a.m./p.m.
 Particulars of accident or delays
 Date 19..... Signature of Driver.

(b) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log book referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates, deliver a copy thereof to his employer and for the purpose of this clause the expression "Work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(c) Every employer shall retain the copy of the daily log, which in terms of sub-clause (2) has been delivered to him, for a period of three years subsequent to such delivery.

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

- (i) that the employer keeps a record showing, with full continuity, the names of the drivers or part-time drivers of such vehicles and the times during which each driver or part-time driver was in charge of the vehicle;
- (ii) that the said record shows the registration number of the vehicle; and
- (iii) that the said record is signed by each driver or part-time driver, confirming the time when he takes charge of the vehicle and the time he ceases to be in charge of the vehicle.

(e) An employer shall retain every record referred to in sub-clause (4) for a period of not less than three years after the date of the last entry therein or thereon.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) An employer shall grant to his employees in respect of each completed year of employment with him [subject to the provisions of sub-clause (9)] of the following annual holiday leave on full pay at the rate of remuneration the employee was receiving immediately before the commencement of such leave:—

- (a) In the case of a traveller, traveller's assistant or a watchman, three consecutive weeks;
- (b) in the case of every other employee, 12 consecutive working days;

provided that—

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

(12) *Vrystellings.*—Die bepalinge van hierdie klousule is nie van toepassing op 'n handelsreisiger en/of 'n handelsreisiger se assistent en/of alle ander werknemers wie se salaris of loon R200 per maand te bowe gaan nie; subklousules (1) tot en met (9) en subklousule (11) is nie op 'n wag van toepassing nie; en subklousules (4), (5) en (7) is nie op 'n manlike werknemer wat noodwerk verrig van toepassing nie.

(13) *Inklok en uitklok.*—In bedryfsinrigtings waarin daar van werknemers vereis word om in te klok by die aanvang van die werkdag en uit te klok by die beëindiging daarvan, moet werknemers in werknemers se tyd inklok en in werkgewers se tyd uitklok: Met dien verstande dat vir die doel van rusperiodes soos voorgeskryf by subklousule (4) daar in die werkgewer se tyd in- en uitgeklok moet word.

(14) *Byhou van logboek.*—(a) 'n Werkgewer moet sy motorvoertuigbestuurder of sy deeltydse motorvoertuigbestuurder voorsien van 'n logboek met duplikaatfolio's so na as doenlik aan die volgende vorm:

DAAGLIKSE LOG

Naam van werkgewer.....
 Naam van bestuurder.....
 Datum
 Registrasienuommer van die voertuig.....
 Aanvangstyd van werk..... vm./nm. vm./nm.
 Aflooptyd van werk..... vm./nm. vm./nm.
 Getal ure gewerk.....
 Etensure..... vm./nm. tot..... vm./nm.
 Besonderhede in verband met ongeluk of oponthoude.....

Datum.....19..... Handtekening van bestuurder.

(b) Elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder moet, in die logboek wat in subklousule (1) bedoel word, 'n daaglikse log in tweevoud byhou ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien, en by die toepassing van hierdie klousule beteken die uitdrukking „werk” in verband met 'n deeltydse motorvoertuigbestuurder slegs die „bestuur van 'n motorvoertuig” soos in die woordskrywing van hierdie klas werknemer omskryf.

(c) Elke werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, vir 'n tydperk van drie jaar na sodanige indiening behou.

(d) Die bepalinge van paragrawe (a), (b) en (c) is nie van toepassing nie in 'n bedryfsinrigting waar in- en uitklokfasieliete vir vier-en-twintig uur per dag bestaan ten opsigte van 'n motorvoertuig wat toegerus is met 'n meganiese toestel wat die aanvangs- en aflooptye vir die hele tydperk waarin die motorvoertuig bestuur word en die mylafstande wat afgelê word, outomaties registreer: Met dien verstande—

- (i) dat die werkgewer 'n rekord byhou, met volle kontinuïteit, wat die name van die bestuurders en deeltydse bestuurders van sodanige voertuie en die tye waarin elke bestuurder of deeltydse bestuurder in beheer van die voertuig was, aantoon;
- (ii) dat genoemde rekord die registrasienuommer van die voertuig aantoon; en
- (iii) dat genoemde rekord deur elke bestuurder of deeltydse bestuurder geteken word om die tyd wanneer hy beheer van die voertuig oorneem en die tyd wanneer hy ophou om in beheer van die voertuig te wees, te bevestig.

(e) 'n Werkgewer moet elke rekord wat in subklousule (4) genoem word vir 'n tydperk van minstens drie jaar na die datum waarop die laaste inskrywing daarin of daarop gemaak is, behou.

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) 'n Werkgewer moet sy werknemers ten opsigte van elke voltooide jaar diens by hom [behoudens die bepalinge van subklousule (9)] die volgende jaarlikse verlof met volle besoldiging toestaan teen die besoldigingskaal wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het:

- (a) In die geval van 'n handelsreisiger, handelsreisiger se assistent of 'n wag, drie agtereenvolgende weke;
- (b) in die geval van elke ander werknemer, 12 agtereenvolgende werkdade: Met dien verstande dat—

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

- (ii) if any public holiday referred to in sub-clause (6) falls within the period of leave prescribed in this clause such holiday shall be added to the said period as a further period of leave of absence on full pay.
- (2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—
- (a) an employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;
- (b) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates.
- (3) The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid on the last working day before the date of the commencement of such leave.
- (4) Upon termination of employment, the employer shall pay to an employee, other than a traveller, a traveller's assistant, a watchman or a casual employee—
- (a) his full pay in respect of any period of leave which has accrued to him in terms of sub-clause (1) but was not granted before the date of termination of the employment;
- (b) one-fifth of the weekly remuneration which he was receiving immediately prior to the date of such termination in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1), or in the case of an employee who has been employed for less than twelve (12) months, after the date of commencement of his employment;
- (c) and, in addition, one-quarter of a day's pay for every week or part of a week of any uncompleted month of employment.

For the purposes of this sub-clause, an employee's "full pay" shall be calculated at the rate of remuneration he was receiving immediately prior to the termination of his employment or the rate of remuneration he was receiving at the date he became entitled to leave in terms of sub-clause (1).

(5) In the case of a traveller, a traveller's assistant or a watchman, the employer shall, upon termination of employment, pay to the employee—

- (a) his full pay in respect of any period of leave which has accrued to him in terms of sub-clause (1) but was not granted before the date of termination of the employment;
- (b) one and one-quarter day's pay (based on the weekly remuneration which he was receiving immediately prior to the date of such termination) in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1), or in the case of such an employee who has been employed for less than twelve (12) months, after the date of commencement of his employment;
- (c) and, in addition, five-sixteenths of a day's pay for every week or part of a week of any uncompleted month of employment.

For the purpose of this sub-clause, a traveller's assistant's or a watchman's "full pay" shall be calculated at the rate of remuneration he was receiving immediately prior to the termination of his employment or at the rate of remuneration he was receiving at the date he became entitled to leave in terms of sub-clause (1).

For the purposes of this sub-clause, and notwithstanding anything to the contrary contained in this Agreement, a traveller's remuneration shall include commission and shall be calculated by dividing the total remuneration payable to him by virtue of his agreement in accordance with clause 9, in respect of the twelve (12) months immediately preceding the date of the accrual of his leave, by fifty-two, or if he has had less than twelve (12) months of such employment, by dividing the total remuneration so payable to him during the period of his employment by the number of completed weeks in such period.

(6) **Public Holidays.**—In addition to the leave prescribed in sub-clause (1), if an employee, other than a watchman, does not work on any of the following public holidays, he shall be paid in respect of such day not less than one day's remuneration at the rate of remuneration he was receiving immediately prior to such day:

New Year's Day, Good Friday, Easter Monday, Ascension Day, Kruger Day, The Day of the Covenant, Christmas Day, Boxing Day, Republic Day in 1971;

(ii) as enige openbare vakansiedag wat in subklousule (6) bedoel word, binne die verloftydperk voorgeskryf in hierdie klousule, val, sodanige vakansie by genoemde tydperk as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging gevoeg moet word.

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

- (a) 'n werkgewer van sy werknemer mag vereis of hom mag toelaat om sy jaarlikse verlof voor die voltooiing van die diensjaar waarop dit betrekking het, te neem;
- (b) indien sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word.

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

(4) By diensbeëindiging moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n handelsreisiger, 'n handelsreisiger se assistent, 'n wag of 'n los werknemer—

- (a) sy volle besoldiging betaal ten opsigte van 'n verloftydperk wat hom ingevolge subklousule (1) toegeval het, maar wat nie aan hom toegestaan is voor die datum van diensbeëindiging nie;
- (b) een vyfde van die weeklikse besoldiging betaal wat hy ontvang het onmiddellik voor die datum van sodanige diensbeëindiging ten opsigte van elke voltooiide maand diens by die werkgewer na die datum waarop hy die vorige keer ingevolge subklousule (1) op verlof geregtig geword het, of in die geval van 'n werknemer wat vir minder as twaalf (12) maande in diens was, ná die aanvangsdatum van sy diens;
- (c) en, daarbenewens, een kwart van 'n dag se besoldiging betaal vir elke week of deel van 'n week van enige onvoltooiide maand diens.

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

(5) In die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, moet die werkgewer by diensbeëindiging die werknemer die volgende betaal:

- (a) Sy volle besoldiging ten opsigte van enige verloftydperk wat hom ingevolge subklousule (1) toegeval het, maar wat nie voor die datum van diensbeëindiging toegestaan is nie;
- (b) een en 'n kwart dag se besoldiging (gebaseer op die weeklikse besoldiging wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het) ten opsigte van elke voltooiide maand diens by die werkgewer na die datum waarop hy laaste ingevolge subklousule (1) op verlof geregtig geword het, of in die geval van sodanige werknemer wat vir minder as twaalf (12) maande na die aanvangsdatum van sy diens in diens was;
- (c) en, daarbenewens, vyf sestiendes van 'n dag se besoldiging vir elke week of deel van 'n week van enige onvoltooiide maand diens.

By die toepassing van hierdie subklousule, word 'n handelsreisiger se assistent of 'n wag se „volle besoldiging” bereken teen die besoldigingskaal wat hy onmiddellik voor sy diensbeëindiging ontvang het of die besoldigingskaal wat hy ontvang het op die datum waarop hy ingevolge subklousule (1) op verlof geregtig geword het.

By die toepassing van hierdie subklousule, en ondanks andersluidende bepalings in hierdie Ooreenkoms, sluit 'n handelsreisiger se besoldiging kommissie in en word dit bereken deur die totale besoldiging wat ingevolge hierdie Ooreenkoms ooreenkomstig klousule 9 aan hom betaalbaar is ten opsigte van die twaalf (12) maande onmiddellik voor die toevaldatum van sy verlof, deur twee-en-vyftig te deel, of indien hy minder as twaalf (12) sodanige maande diens gedoen het, deur die totale besoldiging wat aldus gedurende sy dienstydperk aan hom betaalbaar is deur die getal voltooiide weke in sodanige tydperk te verdeel.

(6) **Openbare vakansiedae.**—Benewens die verlof in subklousule (1) voorgeskryf, moet 'n werknemer, uitgesonderd 'n wag, indien hy nie op enige van die volgende openbare vakansiedae werk nie, ten opsigte van sodanige dag minstens die besoldiging vir een dag betaal word teen die besoldigingskaal wat hy onmiddellik voor sodanige dag ontvang het:

Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Krugerdag, Gelofte dag, Kersdag, Tweede Kersdag; Republiek-dag in 1971;

provided that, if any such day falls on a Saturday, no remuneration shall be paid therefore, but that one day shall be added to the employee's annual paid holiday, prescribed in sub-clause (1).

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

- (a) absent on leave in terms of sub-clause (1);
 - (b) undergoing military training in pursuance of the Defence Act, 1957;
 - (c) absent from work on the instructions or at the request of his employer;
 - (d) absent from work owing to sickness;
- amounting in the aggregate to not more than eight weeks in any year in respect of items (a), (c) and (d) plus up to four months in respect of item (b) and shall be deemed to commence—

- (i) in the case of an employee who was employed prior to the date of commencement of this Agreement from the date when such employee last became entitled to leave under the industrial agreement of the said Industrial Council published in Government Notice No. R.1235 of 20 August, 1965, or the date of engagement whichever date is the later;
- (ii) in the case of an employee engaged on or after the date of coming into operation of this Agreement from the date of such engagement;

(8) An employee—

- (a) whose contract of employment is terminated in December of any year; and
 - (b) whose contract of employment has not been terminated by the employer for any cause which would be recognized by law as sufficient for the employer to terminate the contract without notice; and
 - (c) whose contract of employment has not been terminated of his own accord, except for any cause which would be recognized by law as sufficient for the employee to terminate the contract without notice,
- shall upon such termination in December—

- (i) if he has been employed by the same employer continuously throughout the period from any date in January of the same calendar year up to the date of such termination, be deemed to have completed a year of employment in terms of sub-clause (1), and shall be paid in respect thereof the full annual leave pay prescribed by that sub-clause, together with one day's pay for each of the public holidays, the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day in respect of which payment has not already been made to him; provided that if annual leave has been granted to him in terms of sub-clause (1) during the said period, a deduction shall be made proportionate to the months of service within the said period in respect of which leave has already been granted to him;
- (ii) if he has already been employed by the same employer for a total period of five months, either continuously or in the aggregate in the same calendar year, calculated up to the 30th day of November in such year, be paid in addition to any leave payable to him in terms of sub-clauses (4) and (5), one day's pay for each of the public holidays, the Day of the Covenant, Christmas Day, Boxing Day and New Year's Day, in respect of which payment has not already been made to him.

(9) An employee—

- (a) whose employment is terminated in December in any year, and
- (b) whose employment with the same employer commence prior to the first day of July in the same calendar year; and
- (c) who, having been discharged, was re-employed by the same employer within one week from the date of such discharge; and
- (d) whose employment has been otherwise continuous with that same employer up to the 30th day of November of the same year;

shall be deemed to have been employed for a total period of five months in terms of paragraph (ii) of sub-clause (8).

Notwithstanding anything to the contrary contained in this clause any employer may elect to close his factory for a period of 12 consecutive working days during December and/or January for annual leave, when all employees referred to in clause 7 (1) (b) shall be paid—

- (a) if twelve months of continuous employment have been completed since the commencement of their last annual leave, the equivalent of 12 days' pay at the rate of remuneration the employee was receiving immediately before the commencement of such leave, plus a day's pay and cost of living allowance for each public holiday referred to in sub-clause (6) which may occur within the period of annual leave;

Met dien verstande dat indien sodanige dag op 'n Saterdag val, geen besoldiging daarvoor betaal word nie, maar dat een dag by die werknemer se jaarlikse verlof met besoldiging, voorgeskryf in subklousule (1), gevoeg moet word.

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk of tydperke in te sluit wat 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) militêre opleiding kragtens die Verdedigingswet, 1957, ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) as gevolg van siekte van sy werk afwesig is;

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

- (i) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was geag te begin op die datum waarop sodanige werknemer laaste op verlof geregtig geword het ingevolge die Nywerheidsooreenkoms van genoemde Nywerheidsraad, gepubliseer by Goewermenskennisgewing No. R.1235 van 20 Augustus 1965, of die datum van indiensneming, nl. die jongste datum;
- (ii) in die geval van 'n werknemer wat op of na die inwerking-tredingsdatum van hierdie Ooreenkoms in diens geneem is, geag te begin op die datum van sodanige indiensneming.

(8) 'n Werknemer—

- (a) wie se dienskontrak in Desember in enige jaar beëindig word; en
 - (b) wie se dienskontrak nie om 'n regsgeldige rede vir diensbeëindiging sonder kennisgewing, deur die werkgever beëindig is nie; en
 - (c) wie se dienskontrak nie uit eie beweging beëindig is nie, uitgesonderd beëindiging om 'n regsgeldige rede vir diensbeëindiging sonder kennisgewing,
- moet by sodanige beëindiging in Desember—

- (i) as hy ononderbroke gedurende 'n tydperk van 'n datum in Januarie van dieselfde kalenderjaar af tot die datum van sodanige diensbeëindiging by dieselfde werkgever in diens was, geag word 'n jaar diens ingevolge subklousule (1) te voltooi het, en moet ten opsigte daarvan die volle jaarlikse verlofbesoldiging by daardie subklousule voorgeskryf, betaal word, tesame met een dag se besoldiging vir elk van die openbare vakansiedae Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag ten opsigte waarvan hy nog nie besoldig is nie: Met dien verstande dat indien jaarlikse verlof ingevolge subklousule (1) gedurende genoemde tydperk aan hom toegestaan is, 'n bedrag eweredig aan die maande diens binne genoemde tydperk waarin verlof reeds aan hom toegestaan is, afgetrek moet word;
- (ii) as hy alreeds vir 'n totale tydperk van vyf maande, of ononderbroke of altesaam in dieselfde kalenderjaar, bereken tot die 30ste dag van November van sodanige jaar, by dieselfde werkgever in diens was, benewens enige verlofbesoldiging wat ingevolge subklousules (4) en (5) aan hom betaalbaar is, een dag se besoldiging vir elk van die openbare vakansiedae Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag, ten opsigte waarvan hy nog nie besoldig is nie, betaal moet word.

(9) 'n Werknemer—

- (a) wie se diens in Desember in enige jaar beëindig word; en
- (b) wie se diens by dieselfde werkgever voor die eerste dag van Julie in dieselfde kalenderjaar begin het; en
- (c) wat, nadat hy ontslaan is, binne een week na die datum van sodanige ontslag weer deur daardie selfde werkgever in diens geneem is; en
- (d) wie se diens andersins tot die 30ste November van dieselfde jaar by daardie selfde werkgever aaneenlopend was;

word ingevolge paragraaf (ii) van subklousule (8) geag vir 'n totale tydperk van vyf maande in diens te gewees het. Ondanks andersluidende bepalinge in hierdie klousule, mag enige werkgever verkies om sy fabriek vir 'n tydperk van 12 agtereenvolgende werkdade gedurende Desember en/of Januarie vir jaarlikse verlof te sluit, wanneer aan alle werknemers wat in klousule 7 (1) (b) bedoel word, die volgende betaal moet word—

- (a) as twaalf maande aaneenlopende diens sedert die aanvang van hul vorige verlof voltooi is, 'n bedrag gelyk aan 12 dae se besoldiging teen die besoldigingskaal wat die werknemers onmiddellik voor die aanvang van sodanige verlof ontvang het, plus 'n dag se besoldiging en lewenskostetoelae vir elke openbare vakansiedag wat in subklousule (6) bedoel word en wat binne die jaarlikse verloftydperk mag voorkom;

- (b) if less than twelve months of employment have been completed when the factory closes, the equivalent of one day's pay for each completed month of employment at the rate of remuneration the employee was receiving immediately before the commencement of such leave and any public holidays such as referred to in sub-clause (6) which may occur during the period the factory is closed in terms of this sub-clause shall be remunerated as provided in paragraph (a) of this sub-clause.

8. SICK LEAVE

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

- (a) sickness or incapacity caused by the employee's own negligence or misconduct;
- (b) an accident falling within the provision of the Workmen's Compensation Act, 1941;

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

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

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

(4) For the purpose of this clause the term "employment" shall have the same meaning as in clause 7 (7).

9. TRAVELLERS AND COMMISSION WORK

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

- (a) the rate or rates of the commission and the conditions of entitlement;
- (b) the day of the week or month when commission earned is due and payable;
- (c) the area in which the traveller is required or permitted to work;
- (d) the minimum and maximum orders, individual, weekly or monthly, if any, which the employer is prepared to accept; and
- (e) the day of lodgment of commission in respect of orders accepted by the employer before termination of the contract of employment; provided that such day of payment shall not be later than the 15th day of the calendar month succeeding the month during which employment was terminated.

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

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

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

10. UNIFORMS OR OVERALLS

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

- (b) as minder as 12 maande diens voltooi is wanneer die fabriek sluit, 'n bedrag gelyk aan een dag se besoldiging vir elke voltooië maand diens teen die besoldigingskaal wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het en vir alle openbare vakansiedae soos in subklousule (6) bedoel, wat gedurende die tydperk voorkom wat die fabriek ingevolge hierdie subklousule gesluit is, moet werknemers besoldig word soos in paragraaf (a) van hierdie subklousule bepaal word.

8. SIEKTEVERLOF

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

- (a) siekte of ongeskiktheid wat deur die werknemer se eie agtelosigheid of wangedrag veroorsaak is;
- (b) 'n ongeluk wat in die bepalings van die Ongevallewet, 1941, ingesluit is;

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

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

(3) Die bepalings van subklousule (1) van hierdie klousule geld nie vir werknemers wat lede is van die Siektebystandfonds van die Chemiekaliënywerheid vir die duur daarvan nie.

(4) By die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (7).

9. HANDELSREISIGERS EN KOMMISSIEWERK

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

- (a) Die kommissieskaal of -skale en die voorwaardes waarop hy daarop geregtig word;
- (b) die dag van die week of maand waarop kommissie wat verdien is, verskuldig en betaalbaar is;
- (c) die gebied waarin die handelsreisiger moet of mag werk;
- (d) die minimum en maksimum bestellings, afsonderlik, weekliks of maandeliks, indien daar is, wat die werkgever bereid is om aan te neem; en
- (e) die dag van ophoping van kommissie ten opsigte van bestellings wat voor die beëindiging van die dienskontrak deur die werkgever aanvaar is: Met dien verstande dat sodanige betaaldag nie later as die 15e dag van die kalendermaand wat volg op die maand waarin diens beëindig is mag wees nie.

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

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

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

10. UNIFORMS OF OORPAKKE

(1) 'n Werkgever moet uniforms en oorpakke gratis verskaf en dit in 'n skoon en behoorlike toestand hou en dit bly die eiendom van die werkgever.

(2) In order to maintain such uniforms or overalls in clean condition, the employer may launder them or may enter into a mutual arrangement with his employees whereby the employees launder their uniforms or overalls in their own time upon payment to them of the respective amounts following in respect of each:

Laundering a dust coat or a white coat: 7½ cents.
Laundering a boiler suit: 15 cents.

11. CERTIFICATE OF SERVICE

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

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

12. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS

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

13. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason; provided that no exemption shall be granted from the provisions of clause 6 (7) of this Agreement to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

- (a) which is necessitated by an emergency, or
- (b) which is necessary to prevent loss of raw materials in the course of treatment which are subject to rapid deterioration.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of this Agreement from which such exemption is granted; and
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemptions shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

14. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council each employer shall deduct on each pay-day—

- (1) in respect of employees paid weekly—
 - (a) three cents from the earnings of each of his employees who is in receipt of a wage of up to and including R14.80 per week;

(2) Om sodanige uniforms of oorpakke in 'n skoon toestand te hou, mag die werkgever die uniforms of oorpakke laat was en stryk of mag hy 'n onderlinge ooreenkoms met sy werknemers aangaan waarvolgens die werknemers hulle uniforms of oorpakke in hul eie tyd was en stryk en hy aan hulle die onderskeie bedrae ten opsigte van elk van die volgende betaal:

Was en stryk van 'n stofjas of 'n wit oorjas: 7½ sent.
Was en stryk van ketelpak: 15 sent.

11. DIENSSERTIFIKAAT

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

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

12. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR

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

13. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede aan of ten opsigte van enige persoon vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat geen vrystelling van die bepalings van klousule 6 (7) van hierdie Ooreenkoms aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig, verleen mag word nie, uitgesonderd om werk te doen—

- (a) wat deur 'n noodtoestand veroorsaak word, of
- (b) wat nodig is om die verlies van grondstowwe wat verwerking ondergaan en wat gou bederf, te voorkom.

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

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van hierdie Ooreenkoms waarvan sodanige vrystelling verleen is;
- (c) die voorwaardes waarop sodanige vrystelling verleen is; en
- (d) die tydperk wat sodanige vrystelling van krag sal wees.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie van alle sertifikate wat uitgereik word, hou; en
- (c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

14. KOSTE VAN DIE RAAD

Om die koste van die Raad te bestry, moet elke werkgever op elke betaaldag die volgende aftrek—

- (1) Ten opsigte van werknemers wat weekliks besoldig word—
 - (a) drie sent van die verdienste van elkeen van sy werknemers wat tot en met R14.80 per week aan loon ontvang;

- (b) six cents from the earnings of each of his employees who is in receipt of a wage of over R14.80 per week;
- (2) in respect of employees paid by the month—
- (a) 13 cents from the earnings of each of his employees who is in receipt of a wage of up to and including R64.13 per month;
- (b) 26 cents from the earnings of each of his employees who is in receipt of over R64.13 per month.
- (3) To the aggregate of the amounts so deducted the employer shall add an equal amount, and shall forward, under cover of a form prescribed by the Council from time to time, by not later than the 15th day of the month following the month in respect of which the deductions were made, the total sum to the Secretary of the Industrial Council at the address P.O. Box 4581, Johannesburg, or at any such other address as the Council may notify the employers in writing.

15. RATIO OR PROPORTION

(1) *Chemical Technician*.—An employer shall not employ a chemical technician, unqualified, unless he has in his employ a chemical technician, and for each chemical technician employed not more than one chemical technician, unqualified, may be employed by him; provided that for the purpose of this sub-clause a chemist or chemist and druggist may be deemed to be a chemical technician.

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

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

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

(5) *Grade I Employee*.—An employer shall employ a qualified Grade I employee before he may employ an unqualified grade I employee, and he shall not employ more than one unqualified grade I employee for each qualified grade I employee employed by him.

(6) *Tinter*.—An employer shall employ a qualified colour matcher before he may employ a tinter, and he shall not employ more than five tinters for each qualified colour matcher employed by him.

(7) For the purposes of this clause, an unqualified employee referred to in sub-clauses (1) to (6), who is receiving not less than the wage prescribed for a qualified employee referred to in the same sub-clauses, may be deemed to be a qualified employee.

16. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

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

an employer or his employee shall give notice, in writing, of his intention to terminate a contract of service of not less than one (1) week in the case of a weekly-paid employee, and two (2) weeks in the case of a monthly-paid employee.

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

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

- (b) ses sent van die verdienste van elkeen van sy werknemers wat meer as R14.80 per week aan loon ontvang;
- (2) ten opsigte van werknemers wat maandeliks besoldig word—
- (a) 13 sent van die verdienste van elkeen van sy werknemers wat tot en met R64.13 per maand aan loon ontvang;
- (b) 26 sent van die verdienste van elkeen van sy werknemers wat meer as R64.13 per maand aan loon ontvang.
- (3) By die totaal van die bedrae aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg, en die totale bedrag, vergesels van 'n vorm wat die Raad van tyd tot tyd voorskryf, voor of op die 15de dag van die maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is, stuur aan die Sekretaris van die Nywerheidsraad by Posbus 4581, Johannesburg, of by dié ander adres waarvan die Raad die werkgewers skriftelik in kennis stel.

15. GETALSVERRHOUDING

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

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

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

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

(5) *Werknemer graad I*.—'n Werkgever moet 'n gekwalifiseerde werknemer graad I in diens neem voordat hy 'n ongekwalifiseerde werknemer graad I in diens mag neem, en hy mag nie meer as een ongekwalifiseerde werknemer graad I vir elke gekwalifiseerde werknemer graad I in sy diens, in diens neem nie.

(6) *Tinter*.—'n Werknemer moet 'n gekwalifiseerde kleurpasser in diens hê voordat hy 'n tinter in diens mag neem, en hy mag nie meer as vyf tinters vir elke gekwalifiseerde kleurpasser in sy diens, in diens neem nie.

(7) By die toepassing van hierdie klousule mag 'n ongekwalifiseerde werknemer wat in subklousules (1) tot (6) bedoel word en wat minstens die loon ontvang wat in dieselfde subklousule vir 'n gekwalifiseerde werknemer voorgeskryf word, geag word 'n gekwalifiseerde werknemer te wees.

16. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens—

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

moet 'n werkgever of sy werknemer, in die geval van 'n werknemer wat weekliks besoldig word minstens een (1) week en in die geval van 'n werknemer wat maandeliks besoldig word twee (2) weke skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig.

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

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

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clause (2), the employer shall be entitled to recover such amount from other benefits, if any, which were in the process of accrual to such employee at the time of his desertion; and for the purpose of this sub-clause any payment which may be due to an employee in terms of clause 7 (4) and (5) of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) The notice referred to in sub-clause (1) shall not run concurrently with—

- (a) annual leave granted in terms of clause 7;
- (b) any period of absence during which an employee is undergoing military training in pursuance of the Defence Act, 1957.

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

(5) The notice referred to in sub-clause (1) shall be given—

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

17. ORGANIZATION OF EMPLOYEES

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

19. AGENTS

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

(2) It shall be the duty of every employer to permit such agents to enter his establishment and to institute such inquiries and examine such documents, books, wage sheets, pay envelopes and pay tickets, and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

20. NOTICES TO BE EXHIBITED

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

- (a) the *Government Gazette* in which this Agreement is published by the Minister of Labour; and
- (b) a schedule of the hours of work in his establishment, setting out the particulars specified in Annexure "C" to this Agreement.

21. INSURANCE OF EMPLOYEES' PERSONAL EFFECTS

Every employer shall insure and keep insured with a well-established and reputable fire insurance company each and every one of his employees for whom wages and conditions of employment are prescribed in this Agreement against the loss or damage to his clothing and personal effects caused by fire upon the premises of the employer, such loss or damage arising out of each such fire for the purpose of such insurance to be limited to twenty rand (R20) in respect of each employee.

22. ULTRA VIRE

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgever die reg om, indien enige geld wat deur die werkgever aan 'n werknemer in die vorm van loon verskuldig is, minder is as die volle verbeurde bedrag wat in subklousule (2) genoem word, sodanige bedrag uit ander voordele (as daar is), wat by diensverlating vir dié werknemer aan die oploop was, af te trek; en by die toepassing van hierdie subklousule word enige betaling wat 'n werknemer ingevolge klousule 7 (4) en (5) van hierdie Ooreenkoms toekom, ook geag 'n voordeel te wees wat aan die oploop is.

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

- (a) jaarlikse verlof ingevolge die bepalings van klousule 7 toegestaan;
- (b) enige tydperk van afwesigheid waarin 'n werknemer militêre opleiding kragtens die Verdedigingswet, 1957, ondergaan.

'n Werkgever mag nie die diens van 'n werknemer gedurende die eerste twee maande van sodanige werknemer se ongeskiktheid om te werk beëindig nie as sodanige ongeskiktheid nie te wyte is aan opsetlikheid of wangedrag nie: Met dien verstande dat die werkgever sodanige werknemer se dienste sonder kennisgewing mag beëindig nadat twee maande se ongeskiktheid om te werk, verloop het.

(5) Die kennisgewing wat in subklousule (1) genoem word, moet soos volg geskied—

- (a) in die geval van 'n werknemer wat weekliks besoldig word, op enige werkdag van die week; en
- (b) in die geval van 'n werknemer wat maandeliks besoldig word, op enige werkdag van die maand.

17. WERKNEMERSORGANISASIE

'n Werkgever moet vakverenigingbeamptes toelaat om die fabriekperseel en/of ruskamers te betree, of, waar geen sodanige perseel of ruskamers beskikbaar is nie, toegang tot sy bedryfsinrigting verleen om vakverenigingsorganisasiewerk te doen.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

19. AGENTE

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

(2) Dit is die plig van elke werkgever om sodanige agente toe te laat om sy bedryfsinrigting te betree en om sodanige navrae te doen en sodanige stukke boeke, loonstate, loonkoeferte en loonkaartjies te ondersoek, en om dié persone te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

20. KENNISGEWING WAT TEN TOON GESTEL MOET WORD

Elke werkgever moet die volgende in 'n opvallende plek in sy bedryfsinrigting opplak en opgeplak hou waar dit gereedlik vir sy werknemers toeganklik is—

- (a) die *Staatskoerant* waarin hierdie Ooreenkoms deur die Minister van Arbeid gepubliseer is; en
- (b) 'n rooster van die werkure in sy bedryfsinrigting, wat die besonderhede gespesifiseer in Aanhangsel „C" van hierdie Ooreenkoms, vermeld.

21. VERSEKERING VAN WERKNEMERS SE PERSOONLIKE BESITTINGS

Elke werkgever moet elkeen van sy werknemers vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word, by 'n gevestigde en betroubare brandversekeringsmaatskappy verseker en verseker hou teen die verlies van of skade aan sy klere en persoonlike besittings wat deur brand op die perseel van die werkgever veroorsaak word, en vir die doel van sodanige versekering word verlies of skade as gevolg van elke sodanige brand tot twintig rand (R20) ten opsigte van elke werknemer beperk.

22. ULTRA VIRE

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

23. SOUTH AFRICAN CHEMICAL FOUNDATION

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

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

(a) In respect of employees paid weekly—

- (i) 2c for each of his employees who is in receipt of a wage of up to and including R14.80 per week;
- (ii) 4c for each of his employees who is in receipt of a wage of over R14.80 per week;

(b) In respect of employees paid by the month:

- (i) 9c for each of his employees who is in receipt of a wage of and up to and including R64.13 per month;
- (ii) 18c for each of his employees who is in receipt of a wage of over R64.13 per month.

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

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

(5) Copies of the Constitution and all audited Annual Accounts and Balance Sheets of the Chemical Foundation shall be lodged with the Council and with the Secretary for Labour. For the purposes of this sub-clause the term "constitution" shall include any amendments to the Constitution adopted from time to time.
Signed on behalf of the parties on this 15th day of July, 1969.

A. RIMER,
Chairman.

S. BAKER,
Member.

C. A. PAPPAS,
Secretary.

23. SUID-AFRIKAANSE CHEMIESE STIGTING

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

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

(a) Ten opsigte van werknemers wat weekliks besoldig word—

- (i) 2c vir elkeen van sy werknemers wat tot en met R14.80 per week aan loon ontvang;
- (ii) 4c vir elkeen van sy werknemers wat meer as R14.80 per week aan loon ontvang.

(b) Ten opsigte van werknemers wat maandeliks besoldig word:

- (i) 9c vir elkeen van sy werknemers wat tot en met R64.13 per maand aan loon ontvang;
- (ii) 18c vir elkeen van sy werknemers wat meer as R64.13 per maand aan loon ontvang.

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

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

(5) Kopieë van die konstitusie en alle geouditeerde jaarrekenings en balansstate wat die Chemiese Stigting moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule omvat die uitdrukking „konstitusie” ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

Op Hede die 15de dag van Julie 1969 namens die partye onderteken.

A. RIMER,
Voorsitter.

S. BAKER,
Lid.

C. A. PAPPAS,
Sekretaris.

ANNEXURE A.
[Clause 5 (3).]INDUSTRIAL COUNCIL FOR THE TRANSVAAL CHEMICAL
MANUFACTURING INDUSTRY.Name of employer.....
Name of Employee..... Occupation..... No.....
Date of Pay Day.....Ordinary hours (.....hours)..... R c
Overtime:.....hours @.....per hour.....
.....hours @.....per hour.....Annual Holiday Leave.....
Payment in lieu of Notice.....Less: Authorised Deductions: R c
P.A.Y.E.....
Industrial Council Levies.....
Sick Benefit Fund Contributions.....
Unemployment Insurance.....
Union Fees.....
Other.....

Net Amount of Pay enclosed.....

ANNEXURE B.
[Clause 11 (2).]Surname..... First Name..... Reg. No.....
Address..... New Address.....
New Address.....

RECORD OF EXPERIENCE.

as at.....196.....Years.....Months..... Minimum wage.....

Name of Factory.	Date Engage- ment.	Occupation.	Wage.	Date of Leaving.	Wage.	Period.

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

Signature of Employee.....

AANHANGSEL A.
[Klousule 5 (3).]NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID,
TRANSVAAL.Naam van werkgewer.....
Naam van werknemer..... Beroep..... No.....
Betaaldagdatum.....Gewone ure (.....uur)..... R c
Oortyd:.....uur @.....per uur.....
.....uur @.....per uur.....Jaarlikse vakansieverlof.....
Besoldiging in plaas van kennisgewing.....Min: Gemagtigde aftrekkings— R c
L.B.S.....
Nywerheidsraadheffings.....
Bydraes tot siektebystandsfonds.....
Werkloosheidversekering.....
Vakvereniginggelde.....
Ander.....

Netto bedrag van besoldiging ingesluit.....

AANHANGSEL B.
[Klousule 11 (2).]Familienaam..... Voornaam..... Reg. No.....
Adres..... Nuwe adres.....
Nuwe adres.....

VERSLAG VAN ONDERVINDING.

Soos op.....196.....Jaar.....maande..... Minimum loon.....

Naam van Fabriek.	Datum van Indiens- neming.	Beroep.	Loon.	Datum van Uitdiens- treding.	Loon.	Tyd- perk.

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

Handtekening van werknemer.....

ANNEXURE C.

HOURS OF WORK.

Day.	Commence Work	Interval. (10 minutes.)		Lunch Interval.		Interval. (10 minutes.)		Cease Work.	Total Daily Hours.
		From.	To.	From.	To.	From.	To.		
Monday	(a.m.)	(a.m.)	(a.m.)			(p.m.)	(p.m.)	(p.m.)	
Tuesday									
Wednesday									
Thursday									
Friday									

TOTAL WEEKLY HOURS.....

AANHANGSEL C.

WERKURE.

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

TOTAAL WEEKLIKSE URE.....

ANNEXURE D.

[Clause 4 (4).]

DIFFERENTIAL WAGES BOOK.

Week ending..... Name.....

Operation.	Time. Started.		Time. Finished.		Time. Total.		Rate.	Wages Payable.		Initials.		Day.	Remarks.
	Hrs.	Mins.	Hrs.	Mins.	Hrs.	Mins.		R	c	Foreman.	Operator.		

TOTAL WAGES EARNED..... R.....

This book must be entered in indelible pencil.

Foreman and operator must sign for actual time worked on each operation.

AANHANGSEL D.

[Klousule 4 (4).]

BOEK VIR DIFFERENSIËLE LONE.

Week geëindig..... Naam.....

Werk.	Tyd begin.		Tyd voltooi.		Totaal tyd.		Loon.	Loon betaalbaar.		Paraaf.		Dag.	Opmerkings.
	Uur.	Min.	Uur.	Min.	Uur.	Min.		R	c	Voorman.	Werk- nemer.		

TOTALE LOON VERDIEN..... R.....

Hierdie boek moet in inktlood ingevul word.

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

No. R.3909.]

[12th December, 1969.]

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941****CHEMICAL MANUFACTURING INDUSTRY,
WITWATERSRAND AND PRETORIA**

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Chemical Manufacturing Industry, published under Government Notice R.3908 of 12th December, 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.

No. R.3909.]

[12 Desember 1969.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****CHEMIKALIEËNYWERHEID, WITWATERSRAND
EN PRETORIA**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid, Witwatersrand en Pretoria, gepubliseer by Goewermenskennisgewing R.3908 van 12 Desember 1969, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag 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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