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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 425

10 Maart 1978

WET OP NYWERHEIDSVERSOENING, 1956

**PULP- EN PAPIERVERVAARDIGINGS-
NYWERHEID**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Pulp- en Papiervervaardigingsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1978 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (g), 18 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1978 eindig, bindend is vir die ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (g), 18 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1978 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 425

10 March 1978

INDUSTRIAL CONCILIATION ACT, 1956

**PULP AND PAPER MANUFACTURING
INDUSTRY**

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

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (g), 18 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1978, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (g), 18 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

BYLAE

NYWERHEIDSRAAD VIR DIE PULP- EN PAPIER-
NYWERHEID

OOREENKOMS

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

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

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

S.A. Boilermakers', Iron and Steel Workers' and Shipbuilders' and Welders' Society

en

S.A. Electrical Workers' Association

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

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

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika nagekom word deur werkgewers wat lede van die werkgewersorganisasie is en wat by die Pulp- en Papiernywerheid betrokke is, en deur alle werknemers wat lede van die vakverenigings is en in daardie Nywerheid in diens is, maar is nie op klerke, uitgesonderd fabrieksklerke, van toepassing nie.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en op vakleerlinge vir sover dit nie strydig is nie met die Wet op Vakleerlinge, Wet 37 van 1944, of met 'n kontrak aangegaan of wat geag word aangegaan te wees, of voorwaardes wat daarkragtens vasgestel is.

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet mag vaststel en bly van krag tot en met 31 Desember 1978 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING EN INDELING VAN
BEROEPE(1) *Woordomskrywing*

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in die Wet. Verwysings na 'n wet sluit alle wysigings van dié wet in en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue.

(a) *Algemene woordomskrywings*

Tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

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

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

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

"Raad" die Nywerheidsraad vir die Pulp- en Papiernywerheid;
"dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van skofwerkers 'n tydperk van 24 uur beteken, bereken vanaf die tyd wanneer 'n werknemer begin werk;

"noodwerk" werk wat weens onvoorsiene of onvermydelike oorsake soos brande, storms, epidemies, geweldpleging of diefstal, onklaarraking van masjinerie of kragonderbreking of dringende instandhouding om onklaarraking te voorkom, sonder versuim verrig moet word en omvat dit werk in verband met die laai of aflaaï van spoorwegtrokke of ander voertuie van die Suid-Afrikaanse Spoorweë en Hawens of voertuie wat deur 'n vervoerkontraakteur gebruik word ter uitvoering van sy kontrak in dié hoedanigheid met die Suid-Afrikaanse Spoorweë en Hawens en omvat dit ook "plaasvervangende" oortydwerk as gevolg van die afwesigheid van werknemers weens siekte of ander onvoorsiene of onvermydelike omstandighede;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE PULP AND PAPER
MANUFACTURING INDUSTRY

AGREEMENT

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

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

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

S.A. Boilermakers', Iron and Steel Workers' and Shipbuilders' and Welders' Society

and

S.A. Electrical Workers' Association

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

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

1. SCOPE OF APPLICATION

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

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in this Agreement and to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, Act 37 of 1944, or any contract entered into or deemed to be entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in operation until 31 December 1978, or for such period as may be determined by the Minister.

3. DEFINITIONS AND CLASSIFICATION OF
OCCUPATIONS(1) *Definitions*

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

(a) *General definitions*

Unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

"emergency work" means any work which, owing to unforeseen or unavoidable causes such as fire, storm, epidemic, act of violence or theft, machinery or electrical breakdowns or urgent maintenance to prevent breakdowns, must be done without delay and includes work connected with the loading or unloading of railway trucks or other vehicles of the South African Railways and Harbours or vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours and also includes "stand in" overtime work resulting from absence of employees due to illness or other unforeseen or unavoidable circumstances;

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

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

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

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

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

"papier", vir die toepassing van die omskrywing van beroepe hierin alle produkte van 'n Fourdriniermasjien, uitgesonderd sneespapier, viltbasispapier en veselbord;

"papiermasjien, klas 1," 'n Fourdrinier-papiermasjien wat gewoonlik teen 'n spoed van meer as 60 meter per minuut loop of gemiddeld meer as 10 metrieke ton per dag produseer;

"papiermasjien, klas 2," 'n Fourdrinier-papiermasjien wat gewoonlik teen 'n spoed van minder as 60 meter per minuut loop of gemiddeld minder as 10 metrieke ton per dag produseer;

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

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

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

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

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

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

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

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

"sneespapier" alle kreukelpapier, met inbegrip van sakdoek, toilet- en handdoekpapier en alle ongekreukelde, gebleikte en halfgebleikte MV-papier van minder as 40 g.v.m., maar uitgesonderd gekreukelde kraft;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee op 'n lisensie of sertifikaat wat ten opsigte van so 'n voertuig of sleepwa uitgereik is deur 'n owerheid wat kragtens wet die bevoegdheid besit om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie, kragfiets of fiets met 'n hulpenjin, die onbelaste massa minder as 450 kg geag word;

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

(b) Omskrywing van beroepe

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

"lugkompressorversorger" 'n werknemer wat lugkompressors versorg; (Skaal F)

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordomskrywing beteken "geskoolde ambagsman" iemand wat kragtens die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, geag word 'n geskoolde ambagsman te wees of wat in besit is van 'n sertifikaat wat ingevolge artikel 2 (7) of 7 (3) van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge uitgereik is, of wat in besit is van 'n sertifikaat wat deur die Raad uitgereik is;

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

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

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

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

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

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

"paper machine, Class 1," means a Fourdrinier paper machine normally operating at a speed in excess of 60 metres per minute or producing in excess of an average of 10 metric tons per day;

"paper machine, Class 2," means a Fourdrinier paper machine normally operating at a speed of less than 60 metres per minute or producing an average less than 10 metric tons per day;

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

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

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

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

and includes all activities incidental thereto or consequent thereon;

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

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

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

"tissue" means all crépé papers, including facial and toilet tissue and towelling and all uncrépé bleached and semi-bleached M.G. papers of a substance less than 40 g.s.m., but excludes crépé kraft;

"unladen mass" means the mass of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter, auto-cycle or cycle fitted with an auxillary engine the unladen mass shall be deemed to be under 450 kg;

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

(b) Definition of occupations

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

"air compressor attendant" means an employee who attends to the operation of air compressors; (Scale F)

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition "skilled artisan" means a person who is regarded as a qualified artisan in terms of the Apprenticeship Act, 1944, as amended from time to time, or who is in possession of a certificate issued by the Registrar of Apprenticeship in terms of section 2 (7) or 7 (3) of the Training of Artisans Act, 1951, or who is in possession of a certificate issued by the Council;

"ambagsman se helper" 'n werknemer wat nie 'n ambagsman is nie wat sekere soorte ambagswerk mag verrig soos dit afsonderlik tussen elkeen van die vakverenigings en elke werkgewer wat 'n party by die Ooreenkoms is ten opsigte van elke bedryfsinrigting beding is. Die lys van hierdie soorte werk moet by die Raad ingedien word as deel van 'n Huishoudelike Ooreenkoms. (Die eerste ses maande ondervinding—Skaal F; die volgende 12 maande ondervinding—Skaal E; daarna Skaal D);

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

"baalmaker" 'n werknemer wat materiaal baal deur middel van 'n kragbaalmasjien en wat ook die bale mag massameet en merk; (Skaal F)

"grofsmid se voorslaner" 'n werknemer wat 'n grofsmid help met die bediening van 'n stoomhamer; (Skaal F)

"bediener van houtloogverdamer" 'n werknemer wat 'n houtloogverdamer bedien, beheer en stel; (Skaal C)

"bediener van bleikloogmasjien" 'n werknemer wat verantwoordelik is vir 'n installasie vir die maak van bleikloog en dit bedien; (Skaal C)

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

"borddroër" 'n werknemer wat die droogkant van 'n bordmasjien bedien; (Skaal D)

"bordguillotinebediener" 'n werknemer wat 'n guillotine wat bord in velle van vasgestelde grootte sny en regsny, bedien en stel; (Skaal F)

"bediener van bordlamelleermasjien" 'n werknemer wat verantwoordelik is vir 'n masjien wat lamelle lewer waarvan minstens een komponent uit bord bestaan, en wat dié masjien bedien en beheer; (Skaal D)

"bordmasjienbediener, klas 1," 'n werknemer wat verantwoordelik is vir 'n kontinue kuipmasjien of 'n saamgestelde kuip/Fourdriniemasjien en dit bedien, en wat toesig mag hou oor personeel; (Skaal A)

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

"bediener van nabestrykingsinstallasie vir bord, klas 1," 'n werknemer wat verantwoordelik is vir 'n installasie vir die nabestryking van bord, en wat dit bedien en stel; (Skaal B)

"bediener van nabestrykingsinstallasie vir bord, klas 2," 'n werknemer wat onder toesig 'n installasie vir die nabestryking van bord bedien en stel; (Skaal D)

"bediener van bordinstallasie" 'n werknemer wat verantwoordelik is vir die bereiding van veselagtige materiaal en die omsetting daarvan in bord of veselbord op 'n masjien wat 'n nie-deurlopende vel lewer en vir die toesig oor die afwerkprosesse; (Skaal C)

"bordoprollerbediener" 'n werknemer wat 'n bordsnyoproller bedien en stel; (Skaal E)

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

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

"bediener van superkalander vir bord, klas 1," 'n werknemer wat verantwoordelik is vir 'n superkalander vir bord en dit bedien; (Skaal E)

"bediener van superkalander vir bord, klas 2," 'n werknemer wat onder toesig 'n superkalander vir bord bedien; (Skaal F)

"ketelbediener, klas 1," 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingesakelde vermoë van 45 300 kg of meer stoom per uur en wat teen 'n druk van 2 800 kPa of meer werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer; (Skaal B)

"ketelbediener, klas 2," 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingesakelde vermoë van 27 200 kg of meer, maar minder as 45 300 kg stoom per uur en wat teen 'n druk van 1 000 kPa of meer maar minder as 2 800 kPa werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer; (Skaal C)

"ketelbediener, klas 3," 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingesakelde vermoë van minder as 27 200 kg stoom per uur en wat teen 'n druk van 700 kPa of meer maar minder as 2 800 kPa werk en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer; (Skaal E)

"artisan aide" means an employee who is not an artisan who may perform certain aspects of artisan's work as negotiated separately between each of the trade unions and each employer being a party to the Agreement in respect of each establishment, the list of such aspects of work being lodged with the Council as part of a House Agreement. (First six months' experience—Scale F; following 12 months' experience—Scale E; thereafter Scale D);

"assistant foreman" means an employee who assists a foreman in the performance of his duties and who may act for him in his absence;

"baler" means an employee who bales materials by means of a power baling machine and who may also mass-measure and mark the bales; (Scale F)

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

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

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

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

"board dryerman" means an employee who operates the dry end of a board machine; (Scale D)

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

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

"board machineman, Class 1," means an employee who is responsible for and who operates a continuous vat machine or a combination vat/Fourdrinier machine, and who may supervise personnel; (Scale A)

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

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

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

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

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

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

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

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

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

"boiler attendant, Class 1," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of 45 300 kg of steam per hour or more and operating at a pressure of 2 800 kPa or more and who may stoke, draw, rake or slice the fire(s) in such plant; (Scale B)

"boiler attendant, Class 2," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of 27 200 kg of steam per hour or more but less than 45 300 kg of steam per hour and operating at a pressure of 1 000 kPa or more but less than 2 800 kPa and who may stoke, draw, rake or slice the fire(s) in such plant; (Scale C)

"boiler attendant, Class 3," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of less than 27 200 kg of steam per hour and operating at a pressure of 700 kPa or more but less than 2 800 kPa and who may stoke, draw, rake or slice the fire(s) in such plant; (Scale E)

"ketelbediener, klas 4," 'n werknemer wat verantwoordelik is vir die instandhouding van die waterhoogte en stoomdruk in 'n stoomopwekinstallasie met 'n ingesakelde vermoë van minder as 27 200 kg stoom per uur en wat teen 'n druk van minder as 700 kPa werk, en wat die vuur/vure in so 'n installasie mag stook, uitkrap, hark of roer; (Skaal F)

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

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

"bediener van katodiese loogverdamer" 'n werknemer wat katodiese loogverdampers en hulpuitrustings bedien, beheer en stel; (Skaal B)

"bediener van bytsoda-installasie" 'n werknemer wat 'n installasie bedien vir die omsetting van sodaloog in bytsoda en die verheldering daarvan; (Skaal D)

"selversorger en grafietherbereider" 'n werknemer wat verantwoordelik is vir elektrolitiese selle en wat dit versorg, en die grafietheranodes in dié selle berei en monteër; (Skaal B)

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

"chemi-tegnikus" 'n werknemer wat toetse op grondstowwe, vervaardigde produkte en afloopwater aan die gang sit, beheer, toesig daarvoor hou of uitvoer en die gegewens vertolk wat uit dié toetse verkry word; (Skaal C)

"kerwerbediener, klas 1," 'n werknemer wat verantwoordelik is vir installasies vir die omsetting van hout in kerfies en wat dié installasies bedien en stel; (Skaal C)

"kerwerbediener, klas 2," 'n werknemer wat 'n masjien vir die omsetting van hout in kerfies laai, aan die gang sit en stop; (Skaal F)

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

"chloorsilindervuller se helper" 'n werknemer wat 'n chloorsilindervuller help met die vernuwing van chloorsilinderkleppe; (Skaal F)

"bediener van chloordioksiedinstallasie" 'n werknemer wat verantwoordelik is vir die werking van elektrolitiese selle en installasies vir die produksie van chloordioksied en wat dit beheer en stel; (Skaal A)

"bediener van klei-installasie" 'n werknemer wat uitrustings bedien vir die raffinerings van ruklei en die bereiding van kleifloder; (Skaal E)

"versorger van klei-installasie" 'n werknemer wat uitrustings bedien vir die bereiding van kleifloder uit geraffineerde klei; (Skaal F)

"kok" 'n werknemer wat maaltye berei en gaarmaak; (Skaal F)

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

"kernoprollerbediener" 'n werknemer wat 'n kernoproller bedien en die afgewerkte kerns mag vernis; (Skaal F)

"kraandrywer" 'n werknemer wat 'n kragaangedrewe, kajuitbediende bokraan in 'n houtopslagplek dryf; (Skaal E)

"ontbasmasjierversorger" 'n werknemer wat uitrustings bedien wat stompe finaal ontbas en skoonmaak; (Skaal F)

"ontveselmasjiensbediener" 'n werknemer wat masjinerie bedien vir die omsetting van houtkerfies in houtvesel wat gebruik word by die vervaardiging van viltbasispapier; (Skaal E)

"verteederbediener" 'n werknemer wat verantwoordelik is vir die bediening van verteëders en hulpuitrustings by die bereiding van pulp en wat dit bedien; (Skaal A)

"verteederversorger" 'n werknemer wat onder toesig verteëders en hulpuitrustings by die bereiding van pulp bedien; (Skaal C)

"afloopwaterverwyderaar" 'n werknemer wat toesien dat afloopwater verwyder word; (Skaal F)

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

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

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

- (a) Artikels nagaan;
- (b) besonderhede oor spoorwegtrokke of ander voertuie nagaan, tel of opteken;

"boiler attendant, Class 4," means an employee who is responsible for maintaining the water level and steam pressure in steam-raising plant having an on-range capacity of less than 27 200 kg of steam per hour and operating at a pressure of less than 700 kPa and who may stoke, draw, rake or slice the fire(s) in such plant; (Scale F)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"cook" means an employee who prepares and cooks meals; (Scale F)

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

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

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

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

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

"digester operator" means an employee who is responsible for the operation of and who operates digesters and ancillary equipment in the preparation of pulp; (Scale A)

"digester attendant" means an employee who, under supervision, operates digesters and ancillary equipment in the preparation of pulp; (Scale C)

"effluent disposal attendant" means an employee who attends to the disposal of effluent; (Scale F)

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

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

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

- (a) Checking articles;
- (b) checking, counting or recording particulars of railway trucks or other vehicles;

(c) tye nagaan of opteken waarop werknemers die fabriek binnegaan of verlaat;
 (d) tale tolk of vertaal;
 (e) besonderhede van rekisies vir die uitreiking van gereedskap of uitrustings opteken;
 (f) hoeveelhede of resultate van roetine-toetse opteken;
 (g) artikels massameet of meet;
 (h) aantekening hou van die verdienste en ander diensvoorwaardes van Skaal D-, E-, F- en G-werknemers;
 (i) die massa, graad, getal en grootte van goedere nagaan en opteken wat deur die fabriek uitgestuur of ontvang word; (Skaal F)

(j) hoeveelhede tel en opteken;

"fabrieksvoertuigdrywer" 'n werknemer wat meganiese vervoerders en/of stapelmasjiene en/of hanteeruitrusting, wat nie 'n rybewys vereis nie, dryf en/of bedien; (Skaal F)

"eerstehulpbediener" 'n werknemer in besit is van 'n geldige bekwaamheidsertifikaat in eerstehulp, uitgereik deur een van die volgende organisasies:

- (a) Die S.A. Rooikruisvereniging;
- (b) die St John Ambulance Association;
- (c) Die Suid-Afrikaanse Noodhulppliga;

en wat eerstehulp verleen in geval van ongelukke en wat besonderhede daarvan kan aanteken; (Skaal F)

"voorman" 'n werknemer wat aan die hoof van 'n bedryfsinrigting of afdeling of seksie van 'n afdeling geplaas is, wat werk aan assistent-voormanne, toesighouers, ambagsmanne en Skaal A- en B-werknemers onder sy beheer uitdeel en toesig hou oor die deurgang daarvan deur die bedryfsinrigting of afdeling of seksie van 'n afdeling, wat dissipline handhaaf en oor die algemeen aan die werkgewer of afdelingshoof verantwoordelik is vir die doeltreffendheid van die bedryfsinrigting of afdeling of seksie van 'n afdeling;

"ploegbaas" 'n werknemer wat in bevel is van 'n groep Skaal F-werknemers; (Skaal F)

"goederhyser- of hystoestelbediener" 'n werknemer wat 'n kraghyser of hystoestel bedien wat gebruik word vir die hantering van goedere; (Skaal F)

"faktotum" 'n werknemer wat kleinere herstelwerk of verstelwerk aan masjinerie, installasies of ander uitrusting doen en wat kleinere herstelwerk aan geboue mag doen; (Skaal D)

"indoena" 'n werknemer wat orde of dissipline in 'n kampong handhaaf; (Skaal F)

"etiketbereider" 'n werknemer wat etikette vir die identifikasie van produkte maak; (Skaal F)

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

"kalkoondbediener" 'n werknemer wat verantwoordelik is vir 'n kalkoond en hulpuitrusting en wat dit bedien en beheer; (Skaal A)

"bediener van vloei-bare chloorinstallasie" 'n werknemer wat 'n installasie bedien, beheer en stel vir die droogmaak en vloei-baarmaking van chloorgas en/of die gooi van hierdie vloeistof in houe; (Skaal A)

"lokomotiefdrywer" 'n werknemer wat verantwoordelik is vir die bediening van 'n lokomotief, ongeag die beweegkrag, op spoorlyne binne die fabrieksterrein; (Staatsgediplomeerd—Skaal A; nie-Staatsgediplomeerd—Skaal B)

"stompvoerderbediener" 'n werknemer wat uitrusting bedien wat stomp op vervoerbande laai; (Skaal F)

"stompklower" 'n werknemer wat uitrusting bedien wat die diameter van bomaatstomp verminder; (Skaal F)

"bode" 'n werknemer wat briewe, boodskappe, monsters of ander artikels te voet of met 'n fiets, driewiel of handvoertuig of motorfiets van 50 cm³ of minder gaan haal of aflewer; (Skaal F)

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

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n fabrieksvoertuigdrywer of chauffeur of lokomotiefdrywer of boodskapper, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat "motorvoertuig dryf" alle tydperke waarin gedryf word en alle tyd wat 'n drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf en word dit ooreenkomstig die onbelaste massa van die voertuig saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word, soos volg ingedeel:

"klas 1" meer as 4 500 kg; (Skaal C)

"klas 2" meer as 2 700 kg maar hoogstens 4 500 kg; (Skaal D)

"klas 3" hoogstens 2 700 kg; (Skaal E)

"smeerder" 'n werknemer wat masjinerie, uitrusting of voertuie olie of smeer; (Skaal F)

"verpakkermassameter" 'n werknemer wat papier en/of bord in velle of rolle verpak, toedraai en massameet, pakette etiketteer en besonderhede in verband met die inhoud van dié pakette mag aanteken; (Skaal F)

(c) checking or recording times at which employees enter or leave the factory;

(d) interpreting or translating languages;

(e) recording particulars of requisitions for issuing of tools or equipment;

(f) recording quantities or results of routine tests;

(g) mass-measuring or measuring articles;

(h) recording earnings and other conditions of employment of Scales D, E, F and G employees;

(i) checking and recording mass, grade, number and size of goods despatched from or received into the factory; (Scale F)

(j) counts and records quantities;

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

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

(a) The South African Red Cross Society;

(b) St John Ambulance Association;

(c) Die Suid-Afrikaanse Noodhulppliga;

and who renders first aid in case of accidents and who may record particulars thereof; (Scale F)

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

"ganger" means an employee who is in charge of a group of Scale G employees; (Scale F)

"goods lift or hoist operator" means an employee operating a power-operated lift or hoist used for handling goods; (Scale F)

"handyman" means an employee engaged in making minor repairs or adjustments to machinery, plant or other equipment and who may effect minor repairs to buildings; (Scale D)

"induna" means an employee who maintains order or discipline in a compound; (Scale F)

"label preparer" means an employee who prepares labels for identification of products; (Scale F)

"laboratory assistant" means an employee who prepares samples, and who may make routine tests and recording the results thereof; (Scale E)

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

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

"locomotive driver" means an employee responsible for operating a locomotive, irrespective of motive power, on railway lines within the factory area; (Government certificated—Scale A; not Government certificated—Scale B)

"log feeder operator" means an employee who operates equipment for feeding logs onto conveyors; (Scale F)

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

"messenger" means an employee collecting or delivering letters, messages, samples or other articles on foot or by means of a bicycle, tricycle or manually-propelled vehicle or motor-propelled cycle of 50 m³ or less; (Scale F)

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

"motor vehicle driver" means an employee, other than a factory vehicle driver or chauffeur or locomotive driver or messenger engaged in driving a motor vehicle, and for the purposes of this definition, "driving a motor vehicle" includes all periods of driving and anytime 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 and shall be classified according to the unladen mass of the vehicle together with the unladen mass of any trailer or trailers drawn by such vehicle as follows:

"Class 1" exceeds 4 500 kg; (Scale C)

"Class 2" exceeds 2 700 kg but does not exceed 4 500 kg; (Scale D)

"Class 3" does not exceed 2 700 kg; (Scale E)

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

"packer mass-measurer" means an employee engaged in packing, wrapping and mass-measuring paper and/or board in sheets or reels and labelling the packages and who may record particulars of the contents of such packages; (Scale F)

"paletmaker" 'n werknemer wat stroke hout volgens vereiste lengtes saag deur middel van 'n sirkel- of ander soort saag, en wat hulle aanmekeer mag spyker om palette, baalplanke of kratte te maak; (Skaal F)

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

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

"papierdroër, klas 1," 'n werknemer wat onder toesig van 'n papiermasjienebediener, klas 1 of klas 2, die droogkant van 'n klas 1-papiermasjiene bedien, beheer en stel en wat 'n papiersnyoproller kan bedien, beheer en stel; (Skaal B)

"papierdroër, klas 2," 'n werknemer wat onder toesig van 'n papiermasjienebediener, klas 1 of klas 2, die droogkant van 'n klas 2-papiermasjiene bedien, beheer en stel en wat 'n papiersnyoproller kan bedien, beheer en stel; (Skaal E)

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

"papierguillotinebediener, klas 2," 'n werknemer wat onder toesig 'n guillotine wat papier in velle van vasgestelde grootte sny en regsny, bedien en stel; (Skaal E)

"papierlamelleermasjienebediener" 'n werknemer wat verantwoordelik is vir masjiene wat velle papier lamelleer en wat hulle bedien en beheer; (Skaal D)

"papiermasjienebediener, klas 1," 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n klas 1-papiermasjiene; (Skaal A)

"papiermasjienebediener, klas 2," 'n werknemer wat toesig hou oor en verantwoordelik is vir die bediening, beheer en stel van 'n klas 2-papiermasjiene; (Skaal B)

"bediener van nabestrykingsinstallasie vir papier" 'n werknemer wat verantwoordelik is vir 'n installasie vir die nabestryking van papier en dit bedien en stel; (Skaal D)

"papier- of bordafwerker se helper" 'n werknemer, uitgesonderd 'n Skaal G-werknemer of 'n werknemer wat elders omskryf is, wat help met die bediening van afwerkuitrusting en met ander werk in die afwerkafdelings; (Skaal F)

"papier- of bordmasjienebediener se helper" 'n werknemer, uitgesonderd 'n Skaal G-werknemer of 'n werknemer wat elders omskryf is, wat help met die bediening van 'n papier- of bordmasjiene; (Skaal F)

"papieroprollerbediener, klas 1," 'n werknemer wat verantwoordelik is vir papiersnyoprollers en wat hulle bedien, beheer en stel; (Skaal C)

"papieroprollerbediener, klas 2," 'n werknemer wat onder toesig 'n papiersnyoproller bedien en stel; (Skaal E)

"papieroprollerbediener, klas 3," 'n werknemer wat onder toesig 'n voorafgestelde papiersnyoproller bedien; (Skaal F)

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

"papiermengselbereider, klas 2," 'n werknemer, uitgesonderd 'n herverpulperbediener, wat onder toesig 'n deel van die mengselbereidingsuitrusting bedien waarvoor 'n papiermengselbereider, klas 1, papiermasjienebediener, klas 1 of klas 2, of houtmalersbediener verantwoordelik is; (Skaal D)

"bediener van superkalander vir papier" 'n werknemer wat verantwoordelik is vir bevoetters en superkalanders vir papier en wat dit bedien, beheer en stel; (Skaal B)

"heelmaker van beskermende klere" 'n werknemer wat beskermende klere heelmaak; (Skaal F)

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

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

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

"pompbediener, klas 1," 'n werknemer wat verantwoordelik is vir pompe, filters, sinkdamme of afgieters, en hulle bedien en stel; (Skaal C)

"pompbediener, klas 2," 'n werknemer wat onder toesig 'n installasie bedien vir die pomp en verheldering van water en/of die pomp van houtloog; (Skaal F)

"riemtoedraaimasjienebediener" 'n werknemer wat 'n masjiene bedien vir die toedraai van rieme papier; (Skaal F)

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

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

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

"paper dryerman, Class 1," means an employee who, under supervision of a paper machineman, Class 1 or Class 2, operates, controls and adjusts the dry end of a Class 1 paper machine and who may operate, control and adjust a paper slitter-reeler machine; (Scale B)

"paper dryerman, Class 2," means an employee who, under supervision of a paper machineman, Class 1 or Class 2, operates, controls and adjusts the dry end of a Class 2 paper machine and who may operate, control and adjust a paper slitter-reeler machine; (Scale E)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"protective clothing repairer" means an employee who repairs protective clothing; (Scale F)

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

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

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

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

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

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

"oprollerbediener se helper" 'n werknemer, uitgesonderd 'n Skaal G-werknemer of 'n werknemer wat elders omskryf word, wat die bediener van 'n papier- of bordoproller bystaan; (Skaal F)

"koelinstallasieversorger" 'n werknemer wat 'n koelinstallasie versorg vir die verkilling van water, ander vloeistowwe en/of gasse; (Skaal F)

"herverpulperbediener" 'n werknemer wat uitrusting bedien vir die herverpulping van veselagtige stowwe; (Skaal F)

"versorger van veiligheidsuitrusting" 'n werknemer wat die gebruik van veiligheidsuitrusting aan werknemers demonstreer en defekte in veiligheidsuitrusting aanmeld; (Skaal F)

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

"veltteller" 'n werknemer wat velle papier meganies in vasgestelde hoeveelhede tel; (Skaal E)

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

"bediener van planeerselinstallasie" 'n werknemer wat 'n installasie bedien wat planeersel maak; (Skaal F)

"voorsagbediener" 'n werknemer wat uitrusting hanteer om stompe volgens vooraf bepaalde lengtes met 'n voorsag te saag; (Skaal F)

"sodaverdampbediener" 'n werknemer wat 'n sodaverdampbedien; (Skaal F)

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

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

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

"bediener van natriumhipochloriet- en soutsuurinstallasie" 'n werknemer wat verantwoordelik is vir die vervaardiging en toets van natriumhipochloriet en soutsuur en wat 'n natriumhipochloriet- en soutsuurinstallasie kan bedien; (Skaal C)

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

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

"mengselbereider se helper" 'n werknemer, uitgesonderd 'n Skaal G-werknemer of 'n werknemer wat elders omskryf word, wat help met die bediening van mengselbereidingsuitrusting; (Skaal F)

"toesighouer" 'n werknemer wat in bevel van 'n seksie van 'n afdeling geplaas is, wat werk uitdeel aan Skaal C-werknemers en laer skale onder sy beheer en toesig hou oor die deurgang daarvan deur die seksie en wat dissipline handhaaf en oor die algemeen aan sy onmiddellike hoof verantwoordelik is vir die doeltreffendheid van die seksie; (Skaal B)

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

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

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

"bediener van sneespapieroproller, klas 1," 'n werknemer wat halfverwerkte sneespapier verwerk deur dit op 'n sneespapieroproller weer op te rol, te kalandeer en te sny en wat vir dié werk verantwoordelik is; (Skaal B)

"bediener van sneespapieroproller, klas 2," 'n werknemer wat masjinerie bedien wat volledig verwerkte sneespapier weer oprol en sny; (Skaal C)

"versorger van gereedskap- of pakmateriaalkamer" 'n werknemer wat die uitreiking van gereedskap, pakmateriaal of smeermiddels beheer; (Skaal F)

"kwekeling" 'n manlike werknemer wat opgelei word in eenige van alle afdelings of werksaamhede van 'n bedryfsinrigting in die Pulp- en Papiernywerheid, uitgesonderd in aangewese bedrywe ingevolge die Wet op Vakleerlinge; (Skaal E)

"turbineversorger" 'n werknemer wat 'n stoomturbine of dieselfgeneratorstel bedien en beheer, maar dit nie aanskakel of belas nie; (Skaal D)

"wasfilterbediener, klas 1," 'n werknemer wat verantwoordelik is vir die bediening van vakuumfilters en siwwe vir die was en sif van pulp, uitgesonderd halfchemiese pulp, en wat dit bedien, beheer en stel; (Skaal C)

"reelman's helper" means an employee, other than a Scale G employee or an employee elsewhere defined, who helps a paper or board reelman; (Scale F)

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

"repulper attendant" means an employee who operates equipment for repulping fibrous material; (Scale F)

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

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

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

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

"size plant operator" means an employee who operates a size making plant; (Scale F)

"slash saw attendant" means an employee who operates equipment for slashing logs to predetermined lengths; (Scale F)

"soda evaporator attendant" means an employee who operates a soda evaporator; (Scale F)

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

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

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

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

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

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

"stock preparation helper" means an employee, other than a Scale G employee or an employee elsewhere defined, who helps in the operation of stock preparation equipment; (Scale F)

"supervisor" means an employee placed in charge of a section of a department, who gives out work to Scale C employees and below under his control and supervises its passage through the section, and maintains discipline and is generally responsible to his immediate superior for the efficiency of the section; (Scale B)

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

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

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

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

"tissue winderman, Class 2," means an employee who operates machinery for rewinding and slitting fully processed tissue; (Scale C)

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

"trainee" means a male employee being trained in any or all sections or activities of an establishment in the Pulp and Paper Manufacturing Industry, other than in trades designated in terms of the Apprenticeship Act; (Scale E)

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

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

"wasfilterbediener, klas 2," 'n werknemer wat onder toesig vakuumsiflers en siwwe bedien vir die was en sif van pulp; (Skaal F)

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

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

"bediener van waterversagtingsinstallasie" 'n werknemer wat 'n waterversagtingsinstallasie bedien; (Skaal F)

"houtmalerbediener" 'n werknemer wat verantwoordelik is vir die bediening van masjinerie vir die maak van maalhout, met inbegrip van sif-, verfyn-, verdik-, en menguitrusting, en dit bedien, beheer en stel; (Skaal B)

"bediener van houtbereidingsinstallasie, klas 1," 'n werknemer wat toesig hou oor 'n houtopslagplek en wat verantwoordelik is vir installasies vir die aflaai van hout en die omsetting daarvan in kerfies vir die vervaardiging van pulp, en wat dié installasies bedien, beheer en stel; (Skaal B)

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

"houtwerfversorger" 'n werknemer wat 'n houtopslagplek versorg, en wat ook laai, aflaai en uitrusting vervoer. (Skaal F)

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

(2) Indeling van beroepe

"Skaal A-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

Bordmasjienbediener, klas 1;
bediener van chloordioksiedinstallasie;
verteerderbediener;
kalkoondbediener;
bediener van vloei-barechloorinstallasie;
lokomotiefdrywer, Staatsgediplomeerd;
papiermasjienbediener, klas 1;
soda-herwiner, klas 1;
sneepapiermasjienbediener, klas 1;

"Skaal B-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

Bordmasjienbediener, klas 2;
bediener van nabestrykingsinstallasie vir bord, klas 1;
ketelbediener, klas 1;
bediener van katodiese loogverdamer;
selversorger en grafiëtbereider;
bediener van ekstrusie-installasie;
lokomotiefdrywer, nie-Staatsgediplomeerd;
papiersnyerbediener, klas 1;
papierdroër, klas 1;
papiermasjienbediener, klas 2;
bediener van superkalander vir papier;
pulpbleiker;
toesighouer;
sneepapiermasjienbediener, klas 2;
bediener van sneepapieroproller, klas 1;
houtmalerbediener;
bediener van houtbereidingsinstallasie; klas 1;

"Skaal C-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

Bediener van houtloogverdamer;
bediener van bleikloogmasjien;
bediener van bordinstallasie;
bordmengselbereider, klas 1;
ketelbediener, klas 2;
pekeltbereider;
chemi-tegnikus;
kerwerbediener, klas 1;
chloorsilindervuller;
verteerderversorger;
bediener van elektrolitiese installasie;
motorvoertuigdrywer, klas 1;
papierguillotinebediener, klas 1;
papieroprollerbediener, klas 1;
papiermengselbereider, klas 1;
pulpanteerder, klas 1;
pompebediener, klas 1;
bediener van natriumhipochloriet- en soutsuurinstallasie;
bediener van sneepapieroproller, klas 2;
wasfilterbediener, klas 1;
bediener van houtbereidingsinstallasie, klas 2;

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

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

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

"water softening plant operator" means an employee who operates a water softening plant; (Scale F)

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

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

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

"wood yard attendant" means an employee who attends to a wood stock yard, including loading, off-loading and conveying equipment. (Scale F)

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

(2) Classification of occupations

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

Board machineman, Class 1;
chlorine dioxide generating plant operator;
digester operator;
lime kiln operator;
liquid chlorine plant operator;
locomotive driver, Government certificated;
paper machineman, Class 1;
soda recovery operator, Class 1;
tissue machineman, Class 1;

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

Board machineman, Class 2;
board off-machine coating plant operator, Class 1;
boiler attendant, Class 1;
cathodic liquor evaporator operator;
cell maintenance and graphite preparation operator;
extrusion plant operator;
locomotive driver—not Government certificated;
paper cutterman, Class 1;
paper dryerman, Class 1;
paper machineman, Class 2;
paper super calender operator;
pulp bleaching operator;
supervisor;
tissue machineman, Class 2;
tissue winderman, Class 1;
wood grinderman;
wood preparation plant operator, Class 1;

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

Black liquor evaporator operator;
bleach liquor operator;
board plant operator;
board stock preparation operator, Class 1;
boiler attendant, Class 2;
brine preparation operator;
chemical technician;
chipper operator, Class 1;
chlorine cylinder filling operator;
digester attendant;
electrolytic plant operator;
motor vehicle driver, Class 1;
paper guillotineman, Class 1;
paper reelerman, Class 1;
paper stock preparation operator, Class 1;
pulp handling operator, Class 1;
pumpman, Class 1;
sodium hypochlorite and hydrochloric acid plant operator;
tissue winderman, Class 2;
wash filter operator, Class 1;
wood preparation plant operator, Class 2;

"Skaal D-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

Ambagsman se helper met 18 maande of langer ondervinding;
borddroër;
bediener van bordlamelleermasjiën;
bediener van nabestrykingsinstallasie vir bord, klas 2;
bediener van bytsoda-installasie;
faktotum;
bediener van motorgenerator;
motorvoertuigdrywer, klas 2;
papierlamelleermasjiënbediener;
bediener van nabestrykingsinstallasie vir papier;
papiermengselbereider, klas 2;
bediener van sneespapierherverpulper;
turbineversorger;

"Skaal E-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

Ambagsman se helper met ses maande of langer maar minder as 18 maande ondervinding;
bordsnyerbediener;
bordoprollerbediener;
bordmengselbereider, klas 2;
bediener van superkalander vir bord, klas 1;
ketelbediener, klas 3;
chauffeur;
bediener van klei-installasie;
kraandrywer;
ontveselmasjiënbediener;
laboratoriumassistent;
motorvoertuigdrywer, klas 3;
papiersnyerbediener, klas 2;
papierdroër, klas 2;
papierguillotinebediener, klas 2;
papieroprollerbediener, klas 2;
pulphanteerder, klas 2;
velteller;
sodaherwiner, klas 2;
sorteerder, klas 1;
kwekeling;

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

Bymiddelbereider;
lugkompressorversorger;
ambagsman se helper met minder as ses maande ondervinding;
baalmaker;
grofsmid se voorslaner;
bordguillotinebediener;
bediener van superkalander vir bord, klas 2;
ketelbediener, klas 4;
kartonstikker;
kerwerbediener, klas 2;
chloorsilindervuller se helper;
versorger van klei-installasie;
kok;
kernsnyer;
kernoprollerbediener;
ontbasmasjiënversorger;
afloopwaterverwyderaar;
fabrieksklerk;
fabrieksvoertuigdrywer;
eerstehulpbediener;
ploegbaas;
goederehyser of -hystoestelbediener;
indoena;
etiketbereider;
stompvoerderbediener;
stompklower;
bode;
smeerder;
verpakker-massameter;
paletmaker;
papier- of bordafwerker se helper;
papier- of bordmasjiënbediener se helper;
papieroprollerbediener, klas 3;
heelmaker van beskermende klere;
pompbediener, klas 2;
riemtoedraaimasjiënbediener;
oprollerbediener se helper;
koelinstallasieversorger;
herverpulperbediener;
versorger van veiligheidsuitrusting;
bediener van rioolinstallasie;
rangeerder;
bediener van planeerselinstallasie;
voorsaagbediener;
sodaverdampbediener;

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

Artisan aide with 18 months' experience or more;
board dryerman;
board laminating machine operator;
board off-machine coating plant operator, Class 2;
causticising plant operator;
handyman;
motor generator attendant;
motor vehicle driver, Class 2;
paper laminating machine operator;
paper off-machine coating plant operator;
paper stock preparation operator, Class 2;
tissue repulper operator;
turbine attendant;

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

Artisan aide with six months' or more but less than 18 months' experience;
board cutterman;
board reelerman;
board stock preparation operator, Class 2;
board super calender operator, Class 1;
boiler attendant, Class 3;
chauffeur;
clay plant operator;
crane driver;
defibrator operator;
laboratory assistant;
motor vehicle driver, Class 3;
paper cutterman, Class 2;
paper dryerman, Class 2;
paper guillotineman, Class 2;
paper reelerman, Class 2;
pulp handling operator, Class 2;
sheet counter;
soda recovery operator, Class 2;
sorter, Class 1;
trainee;

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

Additive preparer;
air compressor attendant;
artisan aide with less than six months' experience;
baler;
blacksmith's striker;
board guillotineman;
board super calender operator, Class 2;
boiler attendant, Class 4;
carton stitcher;
chipper operator, Class 2;
chlorine cylinder filling operator's helper;
clay plant attendant;
cook;
core cutter;
core winding machine operator;
debarker attendant;
effluent disposal attendant;
factory clerk;
factory vehicle driver;
first aid attendant;
ganger;
goods lift or hoist operator;
induna;
label preparer;
log feeder operator;
log splitter;
messenger;
oiler and greaser;
packer mass-measurer;
pallet maker;
paper or board finishing helper;
paper or board machineman's helper;
paper reelerman, Class 3;
protective clothing repairer;
pumpman, Class 2;
ream wrapping machine operator;
reelerman's helper;
refrigeration plant attendant;
repulper attendant;
safety equipment attendant;
sewage plant attendant;
shunter;
size plant operator;
slash saw attendant;
soda evaporator attendant;

soda-oplossingbereider;
sorteerder, klas 2;
mengselbereider se helper;
versorger van gereedskap- of pakmateriaalkamer;
wasfilterbediener, klas 2;
wag;
bediener van waterverhelderingsinstallasie;
bediener van waterversagtingsinstallasie;
houtwerfversorger;

en omvat dit alle werknemers wat nie elders in hierdie subklousule gespesifiseer word nie;

"Skaal G-werknemers" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Olie vir malariabestryding spuit;
- (2) teer, ghries, bitumensamestellings of ander preserveermiddels aan pype, dromme, tenks of steunstrukture of elektrolitiese selrame of enige ander houer aanbring;
- (3) kerns aan kermasse monteer en vassit;
- (4) vooraf gevormde bekleding onder toesig van 'n ambagsman monteer;
- (5) rieme, kiste, bale, sakke, dromme of ander verpakkings brandmerk, merk, sjabloneer, met rubberstempels stempel en etikette daaraan heg;
- (6) metaalafval met die hand opbreek en afval sorteer;
- (7) rolle opbreek om weer verpulp te word;
- (8) groente skoonmaak, skil of sny;
- (9) persele, voertuie, installasies, masjinerie, gereedskap, implemente, gerei, houers, silinders, oorpakke of ander klere skoonmaak, poleer of was;
- (10) met die hand bome of plantegroei afkap of vernietig en hout afkap, saag of stukkend kap;
- (11) sterpe op papier- of bordmasjiene sny;
- (12) kerns en randskermes sny wat by die verpakking van rolle papier of bord gebruik word;
- (13) geboue of ander strukture met die hand sloop;
- (14) septiese tenks leegmaak en rioolwater verwyder;
- (15) kiste, bale of kratte vasbind of met draad vasmaak;
- (16) papier of bord met die hand vou;
- (17) blikke, sakke, bottels of ander houers met die hand of 'n handmasjien vol- en/of leegmaak;
- (18) volgens 'n vasgestelde volume volmaak of met 'n gestelde massameter die massa bepaal of volgens 'n vasgestelde maat meet;
- (19) tenks van motorvoertuie met petrol, brandstof, olie of water vul;
- (20) 'n superkalander, snymasjiene, bosselleermasjiene op oprolmasjiene voer of laai of produkte in enige masjiene voer of daarvan afhaal;
- (21) bord in droog-, pers-, vog-, glasuur-, lakvernis-, vernis-, bestryk- of bordmasjiene voer of daarvan afhaal;
- (22) tuinwerk verrig (d.w.s. plant, spit, hark, gras sny, nat lei, tuinmateriaal strooi of meng, heinings knip of paadjies of paaie skoonmaak of vee);
- (23) 'n bediener help om vilt of drade om te ruil;
- (24) 'n bediener help om rolle en stapels papier van masjiene af te haal of om papier op masjiene op te ruim;
- (25) 'n bediener help om rolle papier of bord te las;
- (26) ambagsmanne en/of faktotums help deur artikels of gereedskap vas te hou of andersins saam met hulle te werk uitgesonderd deur die onafhanklike gebruik van gereedskap;
- (27) op afleweringsvoertuie help, maar nie sodanige voertuie dryf of herstelwerk daaraan doen nie;
- (28) goedere of enige ander artikel optel, dra, verpak, uitpak, verskuif, stapel of afpak en 'n handvoertuig of kragvoertuig stoot of trek;
- (29) latrines, stalle, buitegeboue of dergelike geboue of strukture afwit of ontsmet;
- (30) op- of aflaa;
- (31) klip, grond, klei of sand losmaak, uithaal, breek of strooi, of sloe, fondamente of ander uitgrawings grawe;
- (32) vuurmaak, vure aan die gang hou of uitkrap of afval of as verwyder;
- (33) tee of dergelike drank maak vir of maaltje, tee of dergelike drank bedien aan werknemers of sy werkgewer of gaste;
- (34) dagha, beton, klip of bitumen met die hand meng of beton of bitumen met 'n graaf, hark, vork of kruiwa strooi;
- (35) stene met 'n handsteenmasjiene maak;
- (36) spoorwegtrokke deur middel van kaapstaanders beweeg;
- (37) vooraf gesaagde houtstroke aanmekaar spyker om palette, baalplanke of kratte te maak;
- (38) krane of kleppe oop- of toemaak;
- (39) deure, vensters, boligte, tenks, kiste, bale, sakke, dromme of pakke oop- of toemaak of dit verseël, maar nie deur te soldeer, sweissoldeer of te sweis nie;
- (40) rolle en vooraf gesorteerde en getelde rieme papier, bord, sneepsapier, viltbassisapier of veselbord in pakke verpak;

soda solution preparer;
sorter, Class 2;
stock preparation helper;
tool or packing material room attendant;
wash filter operator, Class 2;
watchman;
water clarification plant attendant;
water softening plant operator;
wood yard attendant;

and includes any employee not elsewhere specified in this sub-clause;

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

- (1) Anti-malarial oil spraying;
- (2) applying tar, grease, bitumen compounds, or other preservatives to pipes, drums, tanks or supporting structures or electrolytic cell frames, or any other container;
- (3) assembling and securing cores on core shafts;
- (4) assembling pre-formed lagging under the supervision of an artisan;
- (5) branding, marking, stencilling, rubber stamping and affixing labels to reams, boxes, bales, bags, drums or other packages;
- (6) breaking up metal scrap by hand and sorting scrap;
- (7) breaking up reels for repulping;
- (8) cleaning, peeling or cutting vegetables;
- (9) cleaning, polishing or washing premises, vehicles, plant, machinery, tools, implements, utensils, containers, cylinders, overalls, or other clothing;
- (10) cutting down or destroying trees or vegetation and cutting, sawing or chopping timber by hand;
- (11) cutting tails on paper or board machines;
- (12) cutting roundels and edge runners which are used in the packing of reels of paper or board;
- (13) demolishing buildings or other structures by hand;
- (14) emptying septic tanks and disposing of sewage;
- (15) strapping or wiring boxes, bales or crates;
- (16) folding paper or board manually;
- (17) filling and/or emptying tins, bags, bottles, receptacles or other containers by hand or hand operated machine;
- (18) filling to a set volume or mass-measuring to a set mass meter or measuring to a set measure;
- (19) filling motor vehicle tanks with petrol, fuel, oil or water;
- (20) feeding or loading a super calender machine, cutting machine, embosser machine or a reeler machine or feeding or taking off products from any machine;
- (21) feeding board into or removing board from drying, pressing, damping, glazing, lacquering, varnishing, coating or board-machine;
- (22) gardening work (i.e. planting, digging, raking, mowing or watering or spreading or mixing gardening materials or trimming hedges or cleaning or sweeping roads or paths);
- (23) helping an operator in the changing of felts or wires;
- (24) helping an operator in removing rolls and stacks of paper from machines or in cleaning away paper from machines;
- (25) helping an operator splice reels of paper or board;
- (26) helping artisans and/or handymen by holding articles or tools or otherwise working with them other than by the independent use of tools;
- (27) helping on delivery vehicles other than driving or effecting repairs to such vehicles;
- (28) lifting, carrying, packing, unpacking, moving, stacking or unstacking goods or any other articles and pushing or pulling a manually-propelled or power-assisted vehicle;
- (29) lime-washing or disinfecting latrines, stables, outbuildings or similar buildings or structures;
- (30) loading or unloading;
- (31) loosening, taking out, breaking or spreading stone, soil, clay or sand or digging trenches, foundations or other excavations;
- (32) making, maintaining or drawing fires or removing refuse or ashes;
- (33) making tea or similar beverages for or serving meals, tea or similar beverages to employees or his employer or guests;
- (34) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
- (35) making bricks with hand-operated brick-making machine;
- (36) moving rail trucks by means of capstans;
- (37) nailing pre-cut strips of timber to form pallets, bale boards or crates;
- (38) opening or closing cocks or valves;
- (39) opening or closing doors, windows, fanlights, tanks, boxes, bales, bags, drums or packages or sealing these otherwise than by soldering, brazing or welding;
- (40) packing reels and previously sorted and counted reams of paper, board, tissue, felt base paper or fibre board into packages;

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

(42) elektrolitiese selle, anodes en katodes verwyder of vervang sonder om gereedskap te gebruik, onder toesig van 'n selversorger en grafietbereider;

(43) afvalpapier, lappe en ander afvalmateriaal sorteer;

(44) materiaal met die hand strooi en verskuif en/of materiaal met die hand in hysers, vervoertoestelle, baalmasjiene, verwerkingskuipe, tenks, stampers, verpulpers, houtmalers of ander houters vervoer;

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

(46) meters en oliestande dophou en aan die bediener verslag doen.

4. LONE

(1) (a) Die minimum uurloon wat 'n werkgewer aan elkeen van sy werknemers, uitgesonderd 'n los werknemer, moet betaal, is soos hieronder uiteengesit.

	Alle gebiede	
	Per uur	
	R	
Assistent-voorman.....	2,73½	
Ambagsman.....	2,45½	
Skaal A-werknemers:		
Gedurende eerste 1½ jaar ondervinding.....	1,65½	
Daarna.....	1,96½	
Skaal B-werknemers:		
Gedurende eerste 1½ jaar ondervinding.....	1,40½	
Daarna.....	1,65½	
Skaal C-werknemers:		
Gedurende eerste een jaar ondervinding.....	1,16	
Daarna.....	1,42	
Skaal D-werknemers:		
Gedurende eerste een jaar ondervinding.....	0,92	
Daarna.....	1,16	
Skaal E-werknemers:		
Gedurende eerste ses maande ondervinding.....	0,76	
Daarna.....	0,92	

	Gebied A	Gebied B
	Per uur	Per uur
	R	R
Skaal F-werknemer.....	0,70	0,61
Skaal G-werknemer (man 18 jaar oud en ouer).....	0,59	0,50
Skaal G-werknemer (vrou).....	0,46	0,37
Skaal G-werknemer (man onder 18 jaar).....	0,46	0,37

(b) Die individuele persoonlike uurlone van alle werknemers wat op 31 Desember 1977 in die diens van 'n werkgewer was, moet vanaf die begin van die betaalweek naaste aan die datum van inwerkingtreding van hierdie Ooreenkoms met die volgende bedrae verhoog word:

	Alle gebiede	
	Per uur	
	c	
Assistent-voorman.....	8	
Ambagsman.....	8	
Skaal A-werknemers.....	7	
Skaal B-werknemers.....	6	
Skaal C-werknemers.....	4	
Skaal D-werknemers.....	3	
Skaal E-werknemers.....	3	
Skaal F-werknemers.....	3	
Skaal G-werknemers.....	3	

Vir die toepassing van hierdie klousule beteken die uitdrukking "Gebied A" die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vereeniging en Wynberg, en die uitdrukking "Gebied B" alle ander gebiede.

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

(41) ramming or tamping concrete into moulds or ramming concrete into foundations;

(42) removing or replacing electrolytic cells, anodes and cathodes not involving the use of tools, under the supervision of a cell maintenance and graphite preparation operator;

(43) sorting waste paper, rags and other waste materials;

(44) spreading and moving material by hand and/or feeding material by hand into elevators, conveyors, balers, process vats, tanks, beaters, pulpers, wood grinders, or other vessels;

(45) watching brine levels in brine bottles attached to electrolytic cells and reporting to the operator;

(46) watching gauges and oil levels and reporting to the operator.

4. WAGES

(1) (a) The minimum hourly wage which shall be paid by an employer to each of his employees, other than casual employees, shall be as set out hereunder;

	All areas	
	Per hour	
	R	
Assistant foreman.....	2,73½	
Artisan.....	2,45½	
Scale A employees:		
During first 1½ years' experience.....	1,65½	
Thereafter.....	1,96½	
Scale B employees:		
During first 1½ years' experience.....	1,40½	
Thereafter.....	1,65½	
Scale C employees:		
During first one year's experience.....	1,16	
Thereafter.....	1,42	
Scale D employees:		
During first one year's experience.....	0,92	
Thereafter.....	1,16	
Scale E employees:		
During first six months' experience.....	0,76	
Thereafter.....	0,92	

	Area A	Area B
	Per hour	Per hour
	R	R
Scale F employee.....	0,70	0,61
Scale G employee (male 18 years old and over).....	0,59	0,50
Scale G employee (female).....	0,46	0,37
Scale G employee (male under 18 years age).....	0,46	0,37

(b) The individual personal hourly rates of all employees who were in the service of an employer on 31 December 1977, shall be increased as from the beginning of the pay-week nearest to the date of coming into operation of this Agreement by the following amounts:

	All areas	
	Per hour	
	c	
Assistant foreman.....	8	
Artisan.....	8	
Scale A employees.....	7	
Scale B employees.....	6	
Scale C employees.....	4	
Scale D employees.....	3	
Scale E employees.....	3	
Scale F employees.....	3	
Scale G employees.....	3	

For the purposes of this clause, the expression "Area A" shall mean the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, The Cape, Durban, Germiston, Goodwood, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Port Elizabeth, Pretoria, Randfontein, Roodepoort, Springs, Vereeniging, and Wynberg, and the expression "Area B" shall mean all other areas.

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

(d) *Diensttoelae*.—Werknemers wat tydperke van ononderbroke diens soos hieronder uiteengesit by een werkgewer voltooi het, moet deur daardie werkgewer, benewens die loon vir sodanige werknemer in paragrawe (a) en (b) voorgeskryf, 'n diensttoelae van minstens die volgende betaal word:

	Na 5 jaar	Na 10 jaar	Na 15 jaar	Na 20 jaar	Na 25 jaar
	Per uur	Per uur	Per uur	Per uur	Per uur
Ten opsigte van 'n assistent-voorman, 'n ambagsman, en Skaal A-en Skaal B-werknemers.....	2½	5	7½	7½	7½
Ten opsigte van Skaal C-, Skaal D-en Skaal E-werknemers.....	2	3	4	4	4
Ten opsigte van Skaal F- en Skaal G-werknemers.....	1	2	3	4	5

(e) *Skoftoelae*.—'n Ambagsman wat middag- nagskof werk moet 'n bykomende toelae van R1 ontvang vir elke volle skof wat hy aldus werk. Alle ander werknemers wat gewoonlik dag-skof werk maar van wie vereis mag word om 'n middag- of nagskof te werk, moet 'n bykomende toelae van 50c per skof ontvang. Indien daar van 'n werknemer wat gewoonlik 'n dag-skof werk, vereis word om 'n middag- of nagskof te werk, moet hy minstens sewe dae kennis daarvan gegee word, behalwe in die geval van onvoorsiene of onvermydelike omstandighede.

(f) Geen bepaling van hierdie Ooreenkoms mag die uitwerking hê dat enige loon of enige voordele wat 'n werknemer ontvang het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms terwyl hy by dieselfde werkgewer in diens is, verminder word nie.

(2) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag of gedurende 'n skof, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

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

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

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

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

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

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

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

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

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

5. BETALING VAN BESOLDIGING

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

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

(d) *Service allowance*.—Employees who have completed periods of continuous service with one employer, as set out below, shall be paid by that employer, in addition to the wage prescribed for such employee in paragraphs (a) and (b), a service allowance of not less than—

	After 5 years	After 10 years	After 15 years	After 20 years	After 25 years
	Per hour	Per hour	Per hour	Per hour	Per hour
In respect of assistant foreman, artisan, Scale A and Scale B employees.....	2½	5	7½	7½	7½
In respect of Scale C, Scale D and Scale E employees.....	2	3	4	4	4
In respect of Scale F and Scale G employees.....	1	2	3	4	5

(e) *Shift allowance*.—An artisan who works on afternoon or night shift shall receive an additional allowance of R1 for each full shift so worked. All other employees who normally work on day shift, but who may be required to work on an afternoon or night shift shall receive an additional allowance of 50c per shift: Should any employee who normally works a day shift be required to work an afternoon or night shift, he shall be given at least seven days notice thereof, excepting in a case of unforeseen or unavoidable circumstances.

(f) Nothing contained in this Agreement shall operate to reduce any wage or any benefits which an employee was receiving immediately prior to the date of coming into operation of this Agreement whilst he is employed by the same employer.

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

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

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

is prescribed in subclause (1), shall pay to such employee in respect of that day or that shift—

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

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

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

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

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

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

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

(6) For the purposes of this clause the expression "employment" means continuous employment with the same employer.

5. PAYMENT OF REMUNERATION

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

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

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

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

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, mag 'n werkgever nie van sy werknemer vereis om kos en inwoning of kos of inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds: Met dien verstande dat dit in die geval van 'n aftrekking vir siektebystands- of voorsorgfonds bedoel in die sesde voorbehoedsbepaling van klousule 9 (1) nie nodig is om die skriftelike toestemming van die werknemer te verkry nie;

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

(c) enige bedrag wat 'n werkgever regtens of op las van 'n bevoegde hof mag of moet aftrek;

(d) ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag of Gesinsdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n bedrag van die loon wat hy sou ontvang het as hy op so 'n dag gewerk het;

(e) waar 'n werknemer instem om daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, van hom vereis word om kos of inwoning of kos en inwoning by sy werkgever te aanvaar, 'n bedrag gelyk aan hoogstens dié wat hieronder verskyn of dié hersiene bedrag wat deur 'n bevoegde Regeringsowerheid gepromulgeer word:

In die Kaapse Skiereiland, Witwatersrandgebied en die landdrosdistrikte Port Elizabeth en Durban

	Per week	Per maand
	R	R
Kos.....	1,60	6,88
Inwoning.....	0,80	3,44
Kos en inwoning.....	2,40	10,32

Alle ander gebiede

	Per week	Per maand
	R	R
Kos.....	1,00	4,30
Inwoning.....	0,60	2,58
Kos en inwoning.....	1,60	6,88

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the Cape Peninsula, Witwatersrand Area and the Magisterial Districts of Port Elizabeth and Durban

	Per week	Per month
	R	R
Board.....	1,60	6,88
Lodging.....	0,80	3,44
Boarding and lodging.....	2,40	10,32

All other areas

	Per week	Per month
	R	R
Board.....	1,00	4,30
Lodging.....	0,60	2,58
Board and lodging.....	1,60	6,88

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

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

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

(g) with the written consent of the employee, deductions for contributions to the funds of the trade unions.

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

6. GEWONE WERKURE, OORTYDWERK EN BETALING VIR OORTYDWERK

(1) (a) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag hoogstens soos volg wees:

(i) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, wat ses dae per week werk—

(aa) 46 uur in 'n week van Maandag tot Saterdag;

(ab) agt uur op 'n bepaalde dag tensy die ure op eendag hoogstens vyf is, in welke geval die ure op die ander dae hoogstens agt en 'n half op 'n bepaalde dag mag wees, maar dan so dat die maksimum hoogstens 46 uur in 'n week is;

(ii) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, wat vyf dae per week werk—

(aa) 46 uur in 'n bepaalde week van Maandag tot Vrydag;

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

(iii) in die geval van 'n skofwerker—

(aa) 46 uur in 'n bepaalde week;

(ab) agt uur per skof.

(b) Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om meer as ses skofte per week te werk nie: Met dien verstande dat 'n werkgever van sy werknemer kan vereis of hom kan toelaat om gedurende 'n tydperk van drie agtereenvolgende weke hoogstens sewe skofte in een week te werk op voorwaarde dat skofte deur 'n werknemer gewerk gewoonlik deur minstens agt ure onderbreek moet word: Voorts met dien verstande dat die gewone werkure van 'n werknemer hoogstens 144 uur gedurende enige sodanige tydperk van drie agtereenvolgende weke mag wees.

(c) Behoudens paragraaf (b), moet 'n werkgever aan elkeen van sy werknemers 'n weeklikse vry periode van minstens 24 agtereenvolgende ure toestaan, en indien sodanige vry periode aan die einde van die week val en dadelik deur 'n verdere weeklikse vry periode ten opsigte van die volgende week gevolg word, moet sodanige twee vry periodes gesamentlik minstens 48 agtereenvolgende ure wees: Met dien verstande dat die hele tweede vry periode van 24 uur geag moet word toegestaan te wees ten opsigte van die volgende week.

(d) Indien daar 48 uur in 'n week gewerk word, moet daar vir twee ure betaal word teen minstens een en 'n derde maal die werknemer se gewone tarief van besoldiging: Met dien verstande dat, indien die gewone werkure gedurende 'n skofsiklus van hoogstens vier weke hoogstens 40 uur per week gedurende drie weke in daardie siklus en hoogstens 48 uur gedurende een week is, geen bykomende betaling vir die twee ure gemaak hoef te word nie.

(e) Indien van 'n werknemer verwag of hy toegelaat word om gedurende sy weeklikse vry periode te werk, moet hy minstens twee maal sy gewone besoldiging betaal word vir die tyd wat gedurende sodanige periode gewerk is: Met dien verstande dat hy minstens twee maal die gewone besoldiging betaal moet word wat betaalbaar is ten opsigte van 'n skof wat gewoonlik deur hom op 'n weksdag gewerk word.

(f) Vir die toepassing van hierdie klousule word daar nie vir werk wat gedurende 'n werknemer se weeklikse vry periode verrig word bo en behalwe die spesiale besoldiging wat in paragraaf (e) voorgeskryf word, oortyd betaal nie.

(g) 'n Werkgever moet voor die aanvang van elke skofsiklus prominent op sy perseel 'n kennisgewing of 'n rooster vertoon waarin die skofte wat elke werknemer gedurende die volgende skofsiklus sal moet werk en die vry periode van elke werknemer aangedui word. Indien sodanige kennisgewing of rooster nie vertoon word nie, word die vry periode van 'n werknemer geag te begin om middernag op Saterdag. Die rooster of kennisgewing hierbo bedoel, moet deur die werkgever bewaar word vir 'n tydperk van drie jaar na die datum wat op sodanige rekord verskyn en moet op aanvraag deur 'n inspekteur te eniger tyd vir inspeksie beskikbaar gestel word.

(h) Werknemers moet toegelaat word om maaltye of verversings te nuttig gedurende werkure tensy hulle ooreenkomstig 'n kennisgewing gepubliseer ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk verbied word om dit te doen.

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

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

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

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

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

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

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

(aa) 46 hours in any week from Monday to Saturday;

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

(ii) in the case of an employee, other than a casual employee, who works a five-day week—

(aa) 46 hours in any one week from Monday to Friday;

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

(iii) in the case of a shift worker—

(aa) 46 hours in any week;

(ab) eight hours per shift.

(b) An employee shall not be required or permitted to work more than six shifts per week: Provided that an employer may require or permit his employee to work not more than seven shifts in any one week during any period of three consecutive weeks on condition that shifts worked by any employee shall normally be interrupted by not less than eight hours: Provided further that the ordinary hours of work of an employee shall not exceed 144 hours during any such period of three consecutive weeks.

(c) Save as is provided in paragraph (b), an employer shall grant to each of his employees a weekly free period of not less than 24 consecutive hours, and where such free period falls at the end of a week and is followed immediately by a further weekly free period in respect of the following week, such two periods shall together be not less than 48 consecutive hours: Provided that the whole of the second free period of 24 hours shall be deemed to have been granted in respect of the ensuing week.

(d) Should 48 hours be worked in any week, two hours shall be paid for at the rate of not less than one and one-third times the employee's ordinary rate of remuneration: Provided that if the ordinary hours of work during a shift cycle of not more than four weeks do not exceed 40 hours per week during three weeks in that cycle and 48 hours during one week, no additional payment for the two hours need be made.

(e) Should an employee be required or permitted to work during his weekly free period, he shall be paid not less than double his ordinary remuneration in respect of the time worked during such period: Provided that he shall be paid not less than double the ordinary remuneration payable in respect of a shift ordinarily worked by him on a week-day.

(f) For the purposes of this clause, work performed during an employee's weekly free period shall not attract payment for overtime over and above the special remuneration prescribed in paragraph (e).

(g) An employer shall, prior to the commencement of each shift cycle, display prominently on his premises a notice or time-table indicating the shifts which each employee will be required to work during the ensuing shift cycle and the free period of each employee. If no such notice or time-table is displayed, the free period of an employee shall be deemed to commence at midnight on Saturday. The time-table or notice referred to above shall be retained by the employer for a period of three years subsequent to the date appearing on such record and shall on demand by an inspector be made available for inspection at any time.

(h) Employees shall be permitted to partake of meals or refreshments during working hours unless prohibited from doing so by virtue of any notice published in terms of section 27 of the Factory, Machinery and Building Work Act.

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

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

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

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

(4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkdag in die voor- en namiddag, aan elkeen van sy werknemers, uitgesonderd 'n skofwerker, 'n rus-pouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werke van so 'n werknemer uitmaak.

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

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

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

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

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

- (a) Tussen 18h00 en 06h00;
- (b) na 13h00 op meer as vyf dae in 'n bepaalde week;
- (c) oortyd vir meer as twee uur op 'n bepaalde dag;
- (d) oortyd op meer as drie agtereenvolgende dae;
- (e) oortyd op meer as 60 dae in 'n bepaalde jaar;
- (f) oortyd na voltooiing van haar gewone werkure vir meer as een uur op 'n bepaalde dag, tensy hy—

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

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

(iii) so 'n werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n ete te bekom en te nuttig voordat die oortydwerk moet begin.

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

(b) Indien 'n werknemer gedurende 'n bepaalde betaal week van die betrokke bedryfsinrigting van die werk afwesig is gedurende enige van of al die gewone ure van 'n skof of skofte wat gewerk word, kan sodanige gewone ure wat nie deur die werknemer gewerk is nie, afgetrek word van die ure oortyd gewerk, en vir die ure wat aldus afgetrek word, kan teen die werknemer se gewone skaal betaal word: Met dien verstande dat enige sodanige ure afgetrek geag word diens te wees ingevolge klousule 7.

(c) Indien 'n werknemer van werk afwesig is met die toestemming van sy werkgewer of afwesig is weens siekte of omstandighede buite sy beheer, is bostaande bepalings nie van toepassing nie, en moet daar vir oortyd gewerk teen die toepaslike skaal vir oortydwerk betaal word.

(d) 'n Werknemer wat gegrief voel oor die toepassing op hom van die bepalings hierbo uiteengesit, kan by die Nywerheidsraad appél aanteken teen die beslissing wat op hom van toepassing gemaak is, en die Raad kan, na oorweging van enige redes wat vir sodanige beslissing voorgelê mag word, sodanige beslissing bekrachtig of sodanige ander beslissing vel as wat na sy mening gevel behoort te word.

(11) *Oproep.*—Werknemers wat opgeroep word op enige dag behalwe 'n Sondag of openbare vakansiedag moet teen oortyd-skaal betaal word vir die tydperk aldus gewerk of vir vier uur teen oortydskale, naamlik die grootste bedrag: Met dien verstande dat as daar binne vier uur vanaf die aanvangstyd van die oorspronklike oproep 'n tweede of agtereenvolgende oproep is, geen bykomende bedrag betaal word nie, tensy die tydperk gewerk tydens 'n tweede of daaropvolgende oproep verder strek as vier uur vanaf die aanvangstyd van die oorspronklike oproep, in welke geval die betrokke werknemer kwalifiseer vir oortydloon vir die bykomende tydperk wat gewerk is. As 'n verdere oproep na verloop van vier uur na die begin van die oorspronklike oproep nodig is, moet die werknemer op dieselfde grondslag as dié van die oorspronklike oproep betaal word. 'n Werknemer wat op 'n Sondag of openbare vakansiedag opgeroep word, moet ooreenkomstig klousule 10 betaal word: Voorts met dien verstande dat, ondanks die omskrywing van "dag" in klousule 3 van hierdie Ooreenkoms, indien 'n werknemer wat opgeroep word om te werk vir 'n aaneenlopende tydperk wat deels op 'n Sondag of openbare vakansiedag soos omskryf, en deels op 'n ander dag val, hy betaal moet word teen die skaal wat van toepassing is op die dag waarop die grootste gedeelte van sodanige oproep val. Waar gelyke tydperke op 'n openbare vakansiedag of Sondag en op 'n ander dag gewerk word, moet die oproep geag op die openbare vakansiedag of Sondag te geval het.

"Oproep" beteken dat 'n werknemer, hetsy op 'n gereedheidsgrondslag of nie, die bedryfsinrigting waarin hy in diens is, verlaat het en versoek word om terug te keer na die werk om slegs noodsaaklike herstelwerk te verrig in verband met die teenspoed waarvoor hy opgeroep is.

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

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

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

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

(8) *Limitation of overtime.*—An employer shall not require or permit his employee to work overtime for more than 10 hours in any week.

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

- (a) between 18h00 and 06h00;
- (b) after 13h00 on more than five days in any week;
- (c) overtime for more than two hours on any day;
- (d) overtime on more than three consecutive days;
- (e) overtime on more than 60 days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

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

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

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and partake of a meal before the overtime is due to commence.

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

(b) Where in any one pay-week of the establishment concerned an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked, and the hours so deducted may be paid for at the employee's ordinary rate: Provided that any such hours deducted shall be deemed to be employment in terms of clause 7.

(c) Where an employee is absent from work with the permission of his employer or absent on account of illness or circumstances beyond his control, the provisions of the above shall not apply, and the overtime worked shall be paid at the overtime rate applicable.

(d) Any employee who is aggrieved by the application to him of the provisions as set out above, may appeal to the Industrial Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm such decision, or give such other decision as in its opinion ought to be made.

(11) *Call-out.*—Employees who are called out on any day other than a Sunday or public holiday shall be paid overtime rates for the period so worked or for four hours at overtime rates, whichever is the greater: Provided that if a second or subsequent call-out is within four hours of the time of commencement of the original call-out no additional pay shall be granted, unless the period worked on a second or subsequent call-out extends beyond the four hours of the time of commencement of the original call-out in which event the additional period worked qualifies for overtime rates. If after four hours of commencement of the original call-out a further call-out be necessary, then the employee shall be paid on the same basis as for the original call-out. An employee called out on a Sunday or public holiday shall be paid in accordance with clause 10: Provided further that, notwithstanding the definition of "day" in clause 3 of this Agreement, if an employee who is called out to work for any continuous period falling partly on a Sunday or public holiday as defined, and partly on any other day, he shall be paid at the rate applicable to the day on which the major portion of such call-out falls. Where equal periods are worked on a public holiday or Sunday and on any other day the call-out shall be deemed to have fallen on the public holiday or Sunday.

"Call-out" means that an employee, whether on standby or not, having left the establishment in which he is employed, is asked to return to work to carry out only the necessary repairs in connection with the breakdown for which he was called out.

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

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

(12) *Aflosskoffwerker*.—Wanneer 'n skoffwerker benewens sy gewone skof 'n bykomende skof werk, moet hy vir sodanige bykomende skof minstens die loon betaal word wat hy vir sy gewone skof ontvang.

(13) *Kennisgewing van werkure*.—Alle werknemers moet by indiensneming meegedeel word of hulle vyf of ses dae per week moet werk en hulle moet minstens sewe dae kennis gegee word van die werkgever se voorneme om daardie advies te wysig.

(14) *Voorbehoudsbepaling*.—Subklousules (3), (4), (5), (6) en (8) van hierdie klousule is nie van toepassing op werknemers wat noodwerk doen nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan elke een van sy werknemers die volgende tydperke van verlof, met volle besoldiging, toestaan ten opsigte van elke voltooië 12 maande diens by hom:

(a) Gedurende die eerste nege jaar ononderbroke diens: Drie agtereenvolgende weke;

(b) gedurende die 10de jaar en elke daaropvolgende jaar ononderbroke diens: Vier agtereenvolgende weke.

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

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

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

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

(iv) 'n werkgever al die dae geleentheidsverlof wat met volle besoldiging aan sy werknemer toegestaan is op sy werknemer se skriftelike versoek gedurende die 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek;

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

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

(4) 'n Werknemer wie se dienskontrak beëindig word in die eerste of enige daaropvolgende 12 maande diens by dieselfde werkgever voordat die verloftydperk bedoel in subklousule (1) opgeloop het, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging in plaas van verlof en ten opsigte van elke voltooië maand van dié tydperk van minder as 12 maande, minstens die volgende betaal word:

(a) In die geval van 'n werknemer in subklousule (1) (a) bedoel: Een vierde van sy weekloon;

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel: Een derde van sy weekloon;

Met dien verstande dat 'n werkgever nie ingevolge hierdie subklousule verplig is om dié besoldiging te betaal aan 'n werknemer wat sy diens verlaat sonder om die nodige kennis van diensbeëindiging te gee of gedurende dié tydperk te werk nie, tensy hy binne sy wetlike regte gehandel het toe hy versuim het om dié kennis te gee of dié tydperk te werk.

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

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

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

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

(c) kragtens klousule 9 met siekteverlof afwesig is;

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

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

(12) *Relieving shiftworker*.—Whenever a shiftworker works a shift in addition to his normal shift, he shall, for such additional shift, be paid not less than the rate he received for his normal shift.

(13) *Notification of hours of work*.—All employees shall, at the time of engagement, be advised as to whether they will work a five- or six-day week and at least seven days' notice shall be given of the employer's intention of altering that advice.

(14) *Saving*.—The provisions of subclauses (3), (4), (5), (6) and (8) of this clause shall not apply to employees doing emergency work.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to each of his employees the following periods of leave, on full pay, in respect of each completed 12 months of employment with him:

(a) During the first nine years of continuous employment: Three consecutive weeks;

(b) during the 10th year and each succeeding year of continuous employment: Four consecutive weeks.

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

(i) if such leave has not been granted earlier it shall be granted within two months of the completion of the 12 months of employment to which it relates;

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

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

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

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

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

(4) An employee whose contract of employment terminates in the first or any subsequent 12 months of employment with the same employer before the period of leave referred to in subclause (1) has accrued shall, save as provided in the fourth proviso to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than 12 months, not less than—

(a) in the case of an employee referred to in subclause (1) (a): One-fourth of his weekly wage;

(b) in the case of an employee referred to in subclause (1) (b): One-third of his weekly wage;

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

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

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

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

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

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

(d) ingevolge die Verdedigingswet, 1957, militêre diens doen;
(e) afwesig is as gevolg van 'n besering wat hy opgedoen het terwyl hy op diens was;

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

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

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

(iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgever in diens getree het of op die datum waarop hierdie Ooreenkoms in werking tree, naamlik die jongste datum.

8. VAKANSIEVERLOFBONUS

(1) Benewens verlobbesoldiging wat ingevolge klousule 7 betaalbaar is, moet 'n werkgever aan 'n werknemer 'n vakansieverlofbonus betaal wat soos volg bereken word:

Assistent-voorman, ambagsman en Skaal A-werknemers	R 230
Skaal B-werknemers	190
Skaal C-werknemers	130
Skaal D-werknemers	80
Skaal E-werknemers	60
Skaal F- en Skaal G-werknemers	40

Met dien verstande dat geen bepaling van hierdie Ooreenkoms die uitwerking mag hê dat 'n voordeel van 'n werknemer voor die inwerking-treding van hierdie Ooreenkoms geniet het, vermindert word nie.

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

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

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

9. SIEKTEVERLOF

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

(i) die maksimum getal dae siekteverlof wat vir 'n assistent-voorman, 'n ambagsman, 'n Skaal A- of Skaal B-werknemer, ingevolge hierdie subklousule ooploop, 48 werkdade is;

(ii) die maksimum getal dae siekteverlof wat vir enige ander werknemer ingevolge hierdie subklousule ooploop, 36 werkdade is.

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

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

(d) doing any military service in pursuance of the Defence Act, 1957;

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

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

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

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

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

8. HOLIDAY LEAVE BONUS.

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

Assistant foreman, artisan and Scale A employees....	R 230
Scale B employees.....	190
Scale C employees.....	130
Scale D employees.....	80
Scale E employees.....	60
Scale F and Scale G employees.....	40

Provided that nothing contained in this Agreement shall operate to reduce any benefit enjoyed by any employee prior to the coming into operation of this Agreement.

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

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

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

9. SICK LEAVE

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

(i) the maximum entitlement that shall accrue to an assistant foreman, artisan, Scale A or Scale B employee in terms of this subclause shall be 48 working days' sick leave;

(ii) the maximum entitlement that shall accrue to any other employee in terms of this subclause shall be 36 working days' sick leave;

(iii) in the case of an employee to whom the maximum entitlement has accrued, but has not been taken, further periods of employment shall be deemed not to be employment for purposes of this clause;

(iv) where an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued, but his employer shall, if he has not previously done so, when any further entitlement of the employee in terms of this clause equals such excess period

'n verdere tydperk siekteverlof geregtig word, die werknemer ten opsigte van so 'n verdere tydperk van afwesigheid weens ongeskiktheid betaal in dié mate waarin hy nog nie betaal is nie vir die siekteverlof wat opgeloop het wanneer hy aldus op 'n verdere tydperk van siekteverlof geregtig word of by diensbeëindiging;

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

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

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

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

(vi) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, 'n bedrag aan hom betaal sal word wat altesaam minstens gelyk is aan die besoldiging waarop hy kragtens hierdie subklousule geregtig sou wees indien hierdie voorbehoudsbepaling nie van toepassing was nie;

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

(viii) indien daar ingevolge 'n ander wet van 'n werkgewer vereis word om 'n werknemer sy volle besoldiging te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor in hierdie klousule voorsiening gemaak word, hierdie subklousule nie van toepassing is nie;

(ix) indien enige tydperk van siekteverlof op 'n dag val waarvoor meer as die gewone skale van besoldiging in hierdie Ooreenkoms voorgeskryf word, siektebesoldiging ten opsigte van sodanige dag of dae bereken moet word teen die gewone skale van besoldiging.

(2) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking “diens” geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

- (i) kragtens klousule 7, met verlof afwesig is;
- (ii) op las of versoek van sy werkgewer van sy werk afwesig is;
- (iii) kragtens subklousule (1) met siekteverlof afwesig is;
- (iv) ingevolge die Verdedigingswet, 1957, militêre diens doen;

wat in 'n tydperk van 12 maande altesaam hoogstens 10 weke beloop ten opsigte van subparagrafe (i), (ii) en (iii), plus hoogstens vier maande opleiding wat ingevolge subparagraaf (iv) in daardie siklus van 12 maande ondergaan is, en word enige diens tydperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum van inwerktrading van hierdie Ooreenkoms vir die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en word alle siekteverlof met volle besoldiging wat gedurende so 'n tydperk aan so 'n werknemer toegestaan is, geag ingevolge hierdie Ooreenkoms toegestaan te wees;

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is of 'n besering wat opgedoen is in 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is.

10. OPENBARE VAKANSIEDAE EN SONDAE

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

of absence or on termination of employment before such further entitlement, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such further entitlement or termination, had not been paid for;

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

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

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

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

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

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

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

(ix) where any period of sick leave falls on a day for which more than ordinary rates of pay are prescribed in this Agreement, sick pay in respect of such day or days shall be calculated at ordinary rates of pay.

(2) For the purposes of this clause—

(a) the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (i) absent on leave in terms of clause 7;
- (ii) absent from work on the instructions or at the request of his employer;
- (iii) absent on sick leave in terms of subclause (1);
- (iv) doing military service in pursuance of the Defence Act, 1957;

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

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

10. PUBLIC HOLIDAYS AND SUNDAYS

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

(2) *Betaling vir werk op openbare vakansiedae.*—(a) 'n Werknemer van wie daar vereis of wat toegelaat word om op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Gesinsdag werk, moet vir 'n volle skof betaal word benewens die gelyke betaling wat hy ontvang vir 'n volle skof vir die vakansiedag.

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

(c) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag werk, moet sy werkgever hom vir elke sodanige dag minstens een agste van sy dagloon betaal vir elke uur of deel van 'n uur wat hy werk, plus die dagloon voorgeskryf in klousule 4 (1) (c).

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

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

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

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

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

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

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

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

(6) (a) Indien enige openbare vakansiedag, soos in subklousule (1) uiteengesit, op 'n Sondag val, moet die daaropvolgende Maandag as 'n openbare vakansiedag geneem word;

(b) Indien Gesinsdag op 'n Maandag val, moet die daaropvolgende Dinsdag as 'n openbare vakansiedag in ag geneem word.

11. AANSPORINGSBONUSWERK

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) (a) Should any public holiday, as set out in subclause (1), fall on a Sunday, the following Monday shall be observed as a public holiday;

(b) should Boxing Day fall on a Monday, the following Tuesday shall be observed as a public holiday.

11. INCENTIVE BONUS WORK

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

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

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

(3) Geen vakleerling mag aansporingsbonuswerk doen nie.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

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

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

14. DIENSSERTIFIKAAT

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

15. BEËINDIGING VAN DIENSKONTRAK

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

(a) In die geval van 'n werknemer met 'n werkweek van vyf dae, een vyfde van die weekloon wat die werknemer onmiddellik voor die beëindigingsdatum ontvang het;

(b) in die geval van 'n werknemer met 'n werkweek van ses dae, een sesde van die weekloon wat die werknemer onmiddellik voor die beëindigingsdatum ontvang het; of

(c) in die geval van 'n werknemer met 'n werkweek van sewe dae, een sewende van die weekloon wat die werknemer onmiddellik voor die beëindigingsdatum ontvang het:

Met dien verstande dat dit nie die volgende raak nie:

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

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

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

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

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

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

(a) met jaarlikse verlof kragtens klousule 7;

(b) met siekteverlof kragtens klousule 9;

(c) terwyl militêre diens ingevolge die Verdedigingswet, 1957, gedoen word.

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

16. KWEKELINGE

'n Werkgewer mag iemand slegs op die volgende voorwaardes as kwekeling in diens neem:

(a) Die maksimum dienstdynerk as kwekeling mag hoogstens 'n tydperk van twee jaar na die datum van aanstelling wees; en

(b) die maksimum dienstdynerk in 'n bepaalde beroep mag hoogstens ses maande wees.

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

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

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

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

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

14. CERTIFICATE OF SERVICE

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

15. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice of his intention to terminate the contract of employment or an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

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

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

(c) in the case of an employee who works a seven-day week one-seventh of the weekly wage the employee was receiving immediately before the date of termination:

Provided that this shall not affect—

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

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

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

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

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

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

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

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

(c) on military service in pursuance of the Defence Act, 1957.

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

16. TRAINEES

The employment by an employer of a person as a trainee shall be subject to the following conditions:

(a) The maximum period of employment as a trainee shall not exceed a period of two years from the date of appointment; and

(b) the maximum period of employment in any one occupation shall not exceed six months.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad stel die voorwaardes vas waarop vrystelling verleen word asook die tydperk waarin so 'n vrystelling van krag is: Met dien verstande dat die Raad, nadat sewe dae skriftelike kennis aan die betrokke persoon gegee is, 'n vrystelling kan intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:

- (i) Die volle naam van die betrokke persoon;
- (ii) die bepalings van die Ooreenkoms waarvan hy vrygestel word;
- (iii) die voorwaardes waarop hy daarvan vrygestel word;
- (iv) die tydperk waarvoor die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (i) alle sertifikate wat uitgereik word, in volgorde nommer;
- (ii) 'n kopie behou van elke sertifikaat wat uitgereik word;
- (iii) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
- (iv) 'n kopie van die vrystelling aan die Afdelingsinspekteur van Arbeid stuur in wie se gebied die vrystelling van toepassing is.

18. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Dit is die plig van die werkgewers en werknemers om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente in te dien en dié persone te ondervra wat nodig mag wees vir hierdie doel.

19. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 'n bedrag aftrek van die inkomste van elk van sy werknemers vir wie lone in klousule 4 (1) (a) van hierdie Ooreenkoms voorgeskryf word. Die bedrag van hierdie aftrekking is 2c per week ten opsigte van assistent-voormanne, ambagsmanne, Skaal A- tot Skaal E-werknemers en 1c per week ten opsigte van Skaal F- en Skaal G-werknemers. Die werkgewer moet 'n gelyke bedrag voeg by die totaal van die bedrae wat afgetrek word en voor of op die 15de dag van die volgende maand die totale bedrag vir die betrokke maand aan die Sekretaris van die Raad stuur, vergesel van 'n staat wat die totale getal werknemers toon wat daarby betrokke is.

20. VAKVERENIGINGS

(1) Die werkgewers moet slegs die vakverenigings erken wat partye by die Raad is en wat partye by die Raad mag word en moet met hulle alle onderhandelings voer oor diensvoorwaardes soos deur hierdie Ooreenkoms gedek, solank hierdie Ooreenkoms van krag is.

(2) Behoudens klousule 5 (6) (g), moet die werkgewers van die besoldiging van elke werknemer die ledegeld aftrek wat aan sy vakverenigingparty by hierdie Ooreenkoms betaalbaar is, en moet elke maand per tjek die bedrae wat aldus ingevorder is, tesame met 'n staat wat elke werknemer se betalings toon, aan die onderskeie vakverenigings stuur.

(3) Die werkgewers moet behoorlik gemagtigde verteenwoordigers van die vakverenigings wat partye is alle redelike fasiliteite verleen om hul vakverenigingspligte in hul onderskeie bedryfsinrigtings na te kom.

(4) Die werkgewers moet aan enigeen van hul werknemers wat lede van die Raad is, alle fasiliteite verleen om hul pligte in verband met die Raad na te kom.

21. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nog nie ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Pulp- en Papier-nywerheid toetree, moet binne een maand na die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (a) Sy volle naam en adres;
- (b) sy besigheidsadres.

22. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(1) Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting opgeplak hou op 'n plek wat gereedlik vir sy werknemers toeganklik is.

(2) Elke werkgewer moet 'n kennisgewing opgeplak hou op 'n plek in sy bedryfsinrigting wat gereedlik vir sy werknemers toeganklik is, wat die aanvangs- en uitskeite van werk vir elke skof of skofte van die week, asook die etensure, vermeld.

(3) Subklousule (2) hiervan is nie van toepassing op wagte se werk nie.

17. EXEMPTIONS

(1) the Council may subject to the proviso to section 51 (3) of Act, grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate: Provided that the Council may, after seven days' notice has been given, in writing, to the person concerned, withdraw any exemption whether or not the period for which the exemption has been granted, has expired.

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

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted;
- (iii) the conditions subject to which such exemption is granted;
- (iv) the period during which such exemption shall operate.

(4) The Secretary to the Council shall—

- (i) number consecutively all licences issued;
- (ii) retain a copy of each licence issued;
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (iv) forward a copy of the exemption to the Divisional Inspector of Labour in whose area the exemption is applicable.

18. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be duty of the employers and employees to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

19. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, each employer shall deduct an amount from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) of this Agreement. The amount of this deduction shall be 2c per week in respect of Assistant Foremen, Artisans, Scale A to Scale E employees and 1c per week in respect of Scale F and Scale G employees. To the aggregate of the amounts to be deducted the employer shall add an equal amount and forward not later than the 15th day of the following month the total sum for the month in question to the Secretary to the Council, accompanied by a statement showing the total number of employees concerned.

20. TRADE UNIONS

(1) The employers shall recognise exclusively the trade unions who are parties who may become parties to the Council and shall conduct with them all negotiations on working conditions as covered by this Agreement during the currency of this Agreement.

(2) The employers shall, subject to clause 5 (6) (g), deduct from the remuneration of each employee the amount of the subscriptions payable to his trade union party to this Agreement and shall each month transmit by cheque to the respective trade unions the amounts so collected, together with a statement showing each employee's payments.

(3) The employers shall give to duly accredited representatives of the party trade unions every reasonable facility to attend to their trade union duties in their respective establishments.

(4) The employers shall give to any of their employees who are members of the Council every facility to attend to their duties in connection with the Council.

21. REGISTRATION OF EMPLOYERS

(1) Every employer who has not done so pursuant to any previous agreement of the Council shall, within one month from the date on which the Agreement comes into operation and every employer entering the Pulp and Paper Manufacturing Industry after that date shall, within one month from the date of commencement of operation by him forward to the Secretary of the Council the following particulars:

- (a) His full name and address;
- (b) his business address.

22. EXHIBITION OF AGREEMENT AND NOTICES

(1) Every employer shall keep affixed in his establishment a legible copy of this Agreement in both official languages in a place readily accessible to his employees.

(2) Every employer shall keep affixed in his establishment in a place readily accessible to his employees a notice stating the starting and finishing times of work for each shift or shifts of the week and the meal hours.

(3) The provisions of subclause (2) hereof shall not apply to employees employed on watchman's work.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en hy kan menings wat nie strydig met die bepalings daarvan is nie, uitspreek vir die leiding van werkgewers en werknemers.

Namens die partye op hede die 30ste dag van November 1977 te Johannesburg onderteken.

J. W. MacKENZIE, Voorsitter van die Raad.

B. NICHOLSON, Ondervoorsitter van die Raad.

T. B. BARRIE, Sekretaris van die Raad.

No. R. 426

10 Maart 1978

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

PULP- EN PAPIERVERVAARDIGINGS-
NYWERHEID

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Pulp- en Papiervervaardigingsnywerheid, gepubliseer by Goewermentskennisgewing R. 425 van 10 Maart 1978, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd werk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

23. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

Signed on behalf of the parties at Johannesburg this 30th day of November 1977.

J. W. MacKENZIE, Chairman of the Council.

B. NICHOLSON, Vice-Chairman of the Council.

T. B. BARRIE, Secretary of the Council.

No. R. 426

10 March 1978

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

PULP AND PAPER MANUFACTURING
INDUSTRY

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Pulp and Paper Manufacturing Industry, published under Government Notice R. 425 of 10 March 1978 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.

S. P. BOTHA, Minister of Labour.

INHOUD

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