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GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

R.328] [20 Februarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

CHEMIKALIEËNYWERHEID (KAAP)

HOOFOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragenbenutting, 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 Chemikalieënywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (7) (f), 16, 18 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

R.328] [20 February 1981

INDUSTRIAL CONCILIATION ACT, 1956

CHEMICAL INDUSTRY (CAPE)

MAIN AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, 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 Chemical Industry shall be binding, with effect from the second Monday after the date of the publication of this notice and for the period ending 30 June 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (f), 16, 18 and 19, shall be binding, with effect from the second Monday after the date of the publication of this notice and for the period ending 30 June 1982, 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

Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (7) (f), 16, 18 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA

Minister van Mannekragbenutting

BYLAE

NYWERHEIDSRAAD VIR DIE CHEMIKALIEËNYWERHEID (KAAP)

OOREENKOMS

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

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

Chemical and Allied Workers' Union (hierna die „werknemers” of die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Chemikalieënywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en alle werknemers wat lede van die vakvereniging is, wat betrokke is by of werkzaam is in die Nywerheid;
- (b) in die munisipale gebied van Kaapstad soos dit op 19 Oktober 1966 bestaan het en die landdrosdistrikte Goodwood (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskennisgewing 1882 van 3 Oktober 1975 vanaf die landdrosdistrik Die Kaap oorgeplaas is en uitgesonderd daardie gedeeltes wat ingevolge Goewermenskennisgewing 1611 van 3 September 1976 vanaf die landdrosdistrikte Die Kaap en Wynberg oorgeplaas is) en Bellville (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskennisgewings 2102 en 173 van onderskeidelik 2 November 1945 en 9 Februarie 1973 vanaf die landdrosdistrik Wynberg oorgeplaas is), in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermenskennisgewings 171 en 283 van 8 Februarie 1957 en 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermenskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het, maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het.

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet niks hierin vervat so uitgelê word dat dit senior bestuurs- of administratiewe werknemers raak of op hulle van toepassing is nie: Met dien verstande dat hierdie subklousule nie klousule 15 raak nie.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 30 Junie 1982 eindig of vir dié tydperk wat hy bepaal.

areas specified in clause 1 (1) (b) of the said Agreement; and

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of the publication of this notice and for the period ending 30 June 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (f), 16, 18 and 19, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA

Minister of Manpower Utilisation

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CHEMICAL INDUSTRY (CAPE)

AGREEMENT

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

Cape Manufacturing Chemists' and Druggists Association (hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part and the

Chemical and Allied Workers' Union (hereinafter referred to as the “employees” or the “trade union”), of the other part, being parties to the Industrial Council for the Chemical Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

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

(3) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, nothing herein contained shall be construed as affecting or having application to senior managerial or administrative employees: Provided that the provisions of this subclause shall not affect the provisions of clause 15.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act and shall remain in operation for the period ending 30 June 1982 or for such period as may be determined by him.

3. WOORDOMSKRIVING

Tensy die teenoorgestelde blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening (Wet 28 van 1956) omskryf word dieselfde betekenis as in daardie Wet en waar daar van 'n wet melding gemaak word, omvat dit ook alle wysigings daarvan; woorde wat die manlike geslag aadui, omvat ook die vroulike geslag; en vir die toepassing van hierdie Ooreenkoms word 'n werknemer in dié kategorie geag waarin hy uitsluitlik of hoofsaaklik werk-saam is; voorts, tensy onbestaande met die verband, beteken—

(1) „*werknemer kategorie I*” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) tee en/of dergelike drank maak en/of bedien, met inbegrip van warm of koue etes bedien;
- (b) artikels van dieselfde grootte en getal in houers verpak wat spesiaal ontwerp is om sulke artikels te bevat;
- (c) rubber- of ander stempels gebruik waar daar nie onderskei word nie;
- (d) persele, houers, meubels, masjinerie, gereedskap, werktuie, filtreerpersdoeke of ander artikels skoonmaak of was, en ook filtreerpers oop- en toemaak en filtreerdoeke verwyder en vervang;
- (e) klaargemaakte karton- of veselborddose of dergelike houers inmeekaarsit en vaskram of hulle weer uitmeekaarhaal vir hergebruik;
- (f) sierware vir dose, bottels of houers inmeekaarsit of insit of aanheg en/of afwerk en hulle gereed maak;
- (g) goedere of artikels met die hand of 'n nie-kragaangedrewe voertuig dra, optel, verskuif, uitpak of stapel;
- (h) kleppe of slotte onder toesig oop- of toemaak;
- (i) pompe aan- of afskakel;
- (j) tuinwerk;
- (k) 'n werknemer in 'n hoër kategorie behulpsaam wees deur artikels of gereedskap vas te hou of andersins met hom saam te werk maar nie gereedskap selfstandig gebruik nie;
- (l) doppies, buise of houers met die hand verseël of vasdraai;
- (m) bottels, blikke of ander houers met die hand vul of etiketteer;
- (n) gefatsoeneerde of uitgedrukte produkte, blikke of bottels toedraai;
- (o) skyfies met die hand bo-op room, poeier of ander klaar produkte plaas voordat dit toegemaak word;
- (p) sneespapier of watte in bottels of houers plaas;
- (q) sakke, bale, bottels, dose, konkas, blikke of ander houers met die hand oop- of toemaak;
- (r) doppies, kerns, proppe of dergelike deksels vir bottels of ander houers bymekaarmaak of sorteer;
- (s) goedere in eenderse lotte uittel of sorteer;
- (t) materiaal met die hand in hystoestelle, voerbakke, tenks, vate, dekpanne of ander houers voer of bedien;
- (u) bottels of ander houers op vervoerbande voer;
- (v) gemengde artikels in houers verpak;
- (w) herhalingswerksaamhede met die hand op 'n monteerbaan uitvoer maar nie dié werksaamhede wat elders in hierdie paragraaf gemeld word nie;

(2) „*werknemer kategorie II*” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) doppies, buise of houers met 'n halfoutomatiese masjien rif-fel of verseël of vasdraai;
- (b) bottels, blikke of ander houers met 'n halfoutomatiese masjien of etiketteer;
- (c) gefatsoeneerde of uitgedrukte produkte, blikke, bottels of ander houers met 'n halfoutomatiese masjien toedraai;
- (d) sakke, bottels of ander houers met hitte of 'n vlam verseël;
- (e) nie-steriele houers en/of die inhoud daarvan vir vreemde stof ondersoek;
- (f) 'n blaaswarmverseëlmasjien bedien;
- (g) gom met 'n halfoutomatiese masjien aan etikette smeer;
- (h) 'n vakuumpulmasjien bedien;
- (i) materiale of produkte in klaar gietvorms fatsoeneer;
- (j) bestellings van bestelbriefies af opmaak;
- (k) bestellings vir versending verpak;
- (l) etikette of adresse op houers skryf vir versending;
- (m) bestellings massameet wat vir versending verpak is;
- (n) 'n kapsulepoleermasjien bedien;
- (o) grondstowwe volgens 'n gestelde skaal massameet of volgens 'n voorag bepaalde maatstaf meet, maar nie dié in kategorie III (n) omskryf nie;
- (p) warm of koue etes gaarmaak of voorberei;
- (q) goedere in 'n magazyn of pakhuis ontvang, opberg, verpak of uitpak of goedere vanuit 'n magazyn of pakhuis aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending aflewer;
- (r) goedere of ander artikels met 'n outomatiese hystoestel of halfoutomatiese hysuitrusting ophys of verskuif;
- (s) lotkodering met gebruikmaking van 'n halfoutomatiese masjien;

3. DEFINITIONS

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

(1) “*category I employee*” means any employee who is engaged in any one or more of the following activities:

- (a) Making and/or serving tea or similar beverages, including the serving of hot or cold meals;
- (b) packing articles of uniform size and number into containers specially designed to contain such articles;
- (c) using rubber or other stamps where no discretion is involved;
- (d) cleaning or washing premises or containers, furniture, machinery, tools, utensils, filter press cloths, or any other article and includes the opening and closing of filter presses and the removal and replacement of filter cloths;
- (e) assembling and/or stapling ready-made cardboard or fibre-board boxes or similar containers or dismantling such boxes or containers for re-use;
- (f) assembling or inserting or attaching and/or trimming fancy dressings for boxes, bottles or containers and the preparation thereof;
- (g) carrying, lifting, moving, unpacking or stacking goods or articles by hand or non-power driven vehicle;
- (h) opening or closing valves or locks, under supervision;
- (i) starting or stopping pumps;
- (j) gardening work;
- (k) assisting an employee in a higher category by holding articles or tools or otherwise working with him other than by the independent use of tools;
- (l) sealing or tightening caps, tubes or containers by hand;
- (m) filling or labelling bottles, tins or other containers by hand;
- (n) wrapping moulded or extruded products, tins or bottles;
- (o) placing discs on top of creams, powders or other finished products before closing, by hand;
- (p) inserting tissue paper or cotton wool into bottles or containers;
- (q) opening or closing bags, bales, bottles, boxes, drums, tins or any other container by hand;
- (r) assembling or sorting caps, cores, stoppers or similar closures for bottles or other containers;
- (s) counting or sorting goods into uniform lots;
- (t) feeding or serving materials by hand into elevators, hoppers, tanks, vats, coating pans or other vessels;
- (u) feeding bottles or other containers onto conveyor belts;
- (v) packing mixed articles into containers;
- (w) performing repetitive hand operations on an assembly line other than those operations mentioned elsewhere in this paragraph;

(2) “*category II employee*” means any employee who is engaged in any one or more of the following activities:

- (a) Crimping or sealing or tightening caps, tubes or containers by semi-automatic machine;
- (b) filling or labelling bottles, tins or other containers by semi-automatic machine;
- (c) wrapping moulded or extruded products, tins, bottles or other containers by semi-automatic machine;
- (d) heat or flame sealing of bags, bottles or other containers;
- (e) inspecting non-sterile containers and/or contents for foreign matter;
- (f) operation of a blister heat sealer machine;
- (g) applying gum to labels by semi-automatic machine;
- (h) operating a vacuum filling machine;
- (i) moulding materials or products in prepared moulds;
- (j) assembling orders from delivery notes;
- (k) packing orders for despatch;
- (l) writing labels or addresses on containers for despatch;
- (m) mass-measuring orders packed for despatch;
- (n) operating a capsule polishing machine;
- (o) mass-measuring to a set scale or measuring to a pre-determined measure raw materials other than those defined in category III (n);
- (p) cooking and preparing hot or cold meals;
- (q) receiving, storing, packing or unpacking of goods in a store or warehouse or delivering goods from a store or warehouse to the consumer departments in an establishment or for despatch;
- (r) lifting or moving goods or other articles by automatic lift or semi-automatic lifting equipment;
- (s) batch coding using semi-automatic machine;

- (t) 'n drywer met sy aflewings behulpsaam wees;
- (u) beveiligingswerkzaamhede verrig maar nie dié in kategorie III (l) omskryf nie;
- (3) „*werknemer kategorie III*” ’n werknemer wat een of meer van die volgende werkzaamhede verrig:
- (a) 'n kragkraan of -hystoestel bedien of 'n vorkheftrucks dryf;
- (b) klaar produkte, houers en ander artikels of goedere vir foute ondersoek;
- (c) beskadigde of defekte klaar produkte, houers en ander artikels of goedere herstel en/of opknop;
- (d) kleiner herstelwerkies of verstellings aan masjinerie of uitrusting doen wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, maar nie die werk wat gewoonlik deur 'n werknemer kategorie IV (g) of V (b) verrig word nie;
- (e) kulture of kultuurmediaoplossings en/of gisadditiesuspensies vervaardig;
- (f) geboue en dakke aan die binne- en buitekant verf;
- (g) poeierstowwe met meganiese mengers of freemasjiene vermeng;
- (h) halfoutomatiese uitrusting bedien wat kapsules vul, tablette saampers en pille bedek of vervaardig;
- (i) klerklike pligte op die fabrieksvloer, met inbegrip van—
- (i) presensielyste nagaan of besonderhede aantekene van werknemers wat werk of afwesig is of van hoe lank hulle met verskillende take besig bly;
- (ii) besonderhede wat ontvang of uitgereik word, nagaan of aantekene of voorraadregisters byhou;
- (iii) fabrieksdokumente lisseer, sorteer of andersins hanteer;
- (iv) Bantoe- of Asiërtale tolk of vertaal;
- (v) gereedskap of ingenieursvoorrade of -uitrusting uitreik volgens 'n rekvisisielys of sodanige gereedskap of voorrade of uitrusting weer in ontvangs neem en rekvisies wat ontvang is onttrek.
- (vi) vragbriewe of aflewingsbriewe uitskryf maar nie faktuur, verpakking- en monsterstrookies nie;
- (vii) goedere massameet en besonderhede daarvan aantekene;
- (viii) 'n optelmasjien bedien;
- (ix) loon of itemkaarte gereed maak of stukwerkverdiens aantekene vir latere gebruik deur 'n klerk;
- (x) goedere in ontvangs neem of nagaan, met inbegrip van besonderhede daarvan aantekene;
- (xi) die lotnommers, inhoud of verwysingsnommers aantekene van houers wat gevul of versend word;
- (xii) besonderhede van jaarlikse of siekteverlof aantekene;
- (xiii) die indiensneming, ontslag of bedanking van werknemers aantekene en die nodige inskrywings in werknemers se persoonlike lêers of dokumente maak; dienssertifikate gereed maak of passe uitreik;
- (xiv) produksiesyfers tabelleer;
- (xv) toesig hou oor die aflaai van goedere;
- (xvi) die inhoud of onderskeidingsnommers van kartonne, houers of pakkies opskryf of aantekene;
- (j) roetine-fisiese toetse van nie-chemiese aard uitvoer op die inhoud van inkomende besendings na vergelyking met standaardinhoud;
- (k) 'n halfoutomatiese of outomatiese kragmasjien bedien wat nie spesiaal hierbo of hierna genoem word nie;
- (l) die fabriekspersoneel patroleer met die oog op veiligheid, voertuie deursoek en/of die in- en uitbewegings van voertuie en/of persone in 'n logboek aantekene;
- (m) 'n motorvoertuig dryf waarvan die onbelaste massa, saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word, hoogstens 453,6 kg is;
- (n) grondstowwe volgens 'n gestelde skaal massameet of volgens 'n vooraf bepaalde maatstaf meet vir farmaseutiese preparate;
- (4) „*werknemer kategorie IV*” ’n werknemer wat een of meer van die volgende werkzaamhede verrig:
- (a) Drukmasjinerie onder toesig bedien;
- (b) toesig hou oor die werking van 'n kombuis of eethuis;
- (c) aan die hoof staan van 'n groep of span werknemers, onder toesig van 'n werknemer kategorie V (f);
- (d) die verrigting van chemiese werk deur 'n ander werknemer as 'n chemikus of 'n apteker waar die woorde „chemiese werk” beteken—
- (i) die verrigting van chemiese of farmaseutiese manipulasies onder toesig met inbegrip van granulering;
- (ii) die aansuiwering van die formules van stowwe;
- (iii) die analitiese kontrolering van die chemiese verwerking van grondstowwe of verwerkte of deels verwerkte produkte;
- (e) klerklike werk, met inbegrip van skryf-, tik- en lisseerwerk of ander vorm van sodanige werk, mits die werk onder reg-
- (t) assisting a driver on deliveries;
- (u) performing security operations other than those defined under category III (l);
- (3) “*category III employee*” means any employee who is engaged in any one or more of the following activities:
- (a) Operating a power-driven crane, hoist or driving a fork-lift truck;
- (b) examining finished products, containers, and any other articles or goods for defects;
- (c) repairing and/or renovating damaged or defective finished products, containers, and any other articles or goods;
- (d) making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment, but who does not do work normally performed by a category IV (g) or a category V (b) employee;
- (e) making cultures or culture media solutions and/or yeast additive suspensions;
- (f) painting the inside and/or outside of buildings and roofs;
- (g) blending powders by means of mechanical mixers or millers;
- (h) operating semi-automatic capsule filling, tablet compression and coating or pill making equipment;
- (i) performing duties as a clerical employee on the factory floor, including—
- (i) checking attendance records or recording particulars of employees at work or absent or of the time spent by employees on different tasks;
- (ii) checking or recording particulars received or issued, or keeping stock records;
- (iii) filing, sorting or otherwise attending to factory documents;
- (iv) interpreting or translating Black or Asian languages;
- (v) issuing tools or engineering stock or equipment against a requisition or receiving tools or such stock or equipment and retiring requisitions held;
- (vi) making out consignment or delivery notes other than invoices, packing slips and sample slips;
- (vii) mass-measuring goods and recording particulars thereof;
- (viii) operating an adding machine;
- (ix) preparing wage or item cards or recording piece-work earnings for subsequent use by a clerk;
- (x) receiving or checking goods, including the recordings of particulars thereof;
- (xi) recording batch numbers, contents or reference numbers of containers filled or despatched;
- (xii) recording particulars of annual or sick leave;
- (xiii) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents; preparing certificates of service or issuing passes;
- (xiv) scheduling production figures;
- (xv) supervising the off-loading of goods;
- (xvi) writing or recording particulars of the contents or the distinctive numbers of cartons, containers or packages;
- (j) making routine physical tests of a non-chemical nature of the contents of incoming consignments against standard;
- (k) operating any power-driven semi-automatic or automatic machine which is not specifically mentioned above or below;
- (l) patrolling factory premises for security purposes, searching vehicles and/or logging the movements of vehicles and/or persons in and out;
- (m) driving a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle, does not exceed 453,6 kg;
- (n) mass-measuring to a set scale or measuring to a pre-determined measure raw materials for pharmaceutical preparations;
- (4) “*category IV employee*” means any employee who is engaged in any one or more of the following activities:
- (a) Operating printing machinery under supervision;
- (b) supervising the operation of a kitchen or canteen;
- (c) taking charge of a group or team of employees under the supervision of a category V (f) employee;
- (d) the performance of chemical work by an employee, other than a chemist or pharmacist, where the words “chemical work” mean:
- (i) the performance of chemical or pharmaceutical manipulations, including granulating, under supervision;
- (ii) the *adjusting* of the formulae of substances;
- (iii) the analytical control of the chemical processing of raw materials or finished or partly finished products;
- (e) the performance of clerical work, including writing, typing, filing or any other form of such work, provided the perform-

streekse toesig geskied en nie gemoeid is met die oorspronklike voortbeweging van gewens nie, maar nie werk in kategorie III (i) omskryf nie;

- (f) 'n roterende gisfilter- en/of 'n droëgisfluïedbeddroogmasjien bedien;
 - (g) groter herstel- of stelwerk aan masjinerie of uitrusting verrig;
 - (h) 'n motorvoertuig dryf waarvan die onbelaste massa, saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word, meer as 453,6 kg maar hoogstens 2 721,6 kg is;
 - (i) stoomoutoklawe bedien en monitor;
 - (j) toevalmonsters van produkte wat van produksiebande af gekies is met standaardprodukte vergelyk of met die oog op aanvaarbare produksiemetodes nagaan, met gebruikmaking van ondervinding massameetuitrusting of visuele ondersoekmetodes;
- (5) „*werknemer kategorie V*” ’n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Toesig hou oor die ontvangs, opberging, verpakking of uitpak van goedere in 'n magazyn of pakhuis of oor die aflewering van goedere vanuit 'n magazyn of pakhuis aan die verbruikersafdelings in 'n bedryfsinrigting of vir versending;
 - (b) werk wat gewoonlik deur iemand verrig word wat sy leerlingkap uitgedien het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat wat ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge aan hom uitgereik is of van 'n sertifikaat wat ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet 6 deur genoemde Registrateur aan hom uitgereik is;
 - (c) 'n motorvoertuig dryf waarvan die onbelaste massa, saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word, meer as 2 721,6 kg is; vir die doel van hierdie omskrywing beteken die uitdrukking „'n motorvoertuig dryf” alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;
 - (d) 'n outomatiese kapsulevulmasjien bedien;
 - (e) kosmetiekmassas uit grondstowwe vervaardig volgens gedrukte voorskrifte;
 - (f) toesig hou oor een of meer werknemers kategorie IV (c);
 - (g) toesig hou oor die bediening van drukmasjinerie, of drukmasjinerie sonder toesig bedien;
 - (h) bereide of vloeibare medisyn, mengsels, salf, pastas of preparate uit grondstowwe vervaardig volgens gedrukte voorskrifte;
 - (i) 'n outomatiese flesvulmasjien bedien;
- (6) „*werknemer kategorie VI*” ’n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) die gehalte van die produkte wat geproduseer word, kontroleer en/of monitor en verbeter;
 - (b) in beheer wees van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan en kontrole oor sodanige werknemers uitoefen met die verantwoordelikheid om toe te sien dat hulle hul pligte doeltreffend uitvoer;
 - (c) werk wat deur 'n werknemer verrig word wat sy leerlingkap uitgedien het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat wat ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge aan hom uitgereik is of van 'n sertifikaat wat ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet deur genoemde Registrateur aan hom uitgereik is;
 - (d) werk wat deur 'n ander werknemer as 'n apteker verrig word en wat vereis dat sodanige werknemer in besit moet wees van 'n graad in die chemie of 'n gelykwaardige diploma;
 - (e) werk wat deur 'n werknemer verrig word wat vereis dat sodanige werknemer ingevolge die Wet op Aptekers, 1974, as apteker geregistreer moet wees;
- (7) „*werknemer kategorie VII*” ’n senior werknemer soos omskryf in subklousule (15) van hierdie klousule;
- (8) „*los werknemer*” ’n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;
- (9) „*Chemikalieënwyerheid*” die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir die bereiding, vervaardiging, bottel, toedraai en/of verpakking van ondergenoemde handelsartikels in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is, naamlik:

ance of the work is done under direct supervision and is not concerned with the original generation of data, but excluding work described in category III (i);

- (f) operating a rotary yeast filter and/or a dry yeast fluid bed drier;
 - (g) making major repairs or adjustments to machinery or equipment;
 - (h) driving a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle, exceeds 453,6 kg but not exceeding 2 721,6 kg;
 - (i) operating and monitoring steam autoclaves;
 - (j) checking random samples of products selected from production lines against standard and for acceptable production methods, using experience, mass-measuring equipment or visual examination;
- (5) “*category V employee*” means any employee who is engaged in any one or more of the following activities:
- (a) Supervising the receiving, storing, packing or unpacking of goods in a store or warehouse or the delivery of goods from a store or warehouse to the consumer departments in an establishment or for despatch;
 - (b) the performance of work normally performed by a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;
 - (c) driving a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle, exceeds 2 721,6 kg; for the purpose of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
 - (d) operating an automatic capsule filling machine;
 - (e) making cosmetic masses from raw materials, following printed instructions;
 - (f) supervising one or more category IV (c) employees;
 - (g) supervising the operating of printing machinery, or operating printing machinery without supervision;
 - (h) making galenical or liquid medicines, mixtures, ointments, pastes or preparations from raw materials, following printed instructions;
 - (i) operating an automatic vial filling machine;
- (6) “*category VI employee*” means any employee who is engaged in any one or more of the following activities:
- (a) Controlling and/or monitoring, and improving the quality of products produced;
 - (b) being in charge of the employees in an establishment or a department of an establishment, and exercising control over such employees with responsibility for the efficient performance by them of their duties;
 - (c) the performance of work by an employee who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;
 - (d) the performance of work by an employee other than a pharmacist, which work requires such employee to be the holder of a degree in chemistry or an equivalent diploma;
 - (e) the performance of work by an employee, which work requires such employee to be registered as a pharmacist under the Pharmacy Act, 1974;
- (7) “*category VII employee*” means a senior employee as defined in sub-clause (15) of this clause.
- (8) “*casual employee*” means an employee who is employed by the same employer on not more than three days in one week;
- (9) “*Chemical Industry*” means the Industry in which employers and employees are associated for the preparation, manufacture, bottling, wrapping and/or packing of the following commodities in establishments which are liable to registration under the Factories, Machinery and Building Work Act, 1941, namely:

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

- (10) „noodwerk” —
- werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, 'n onklaaraking van installasie of masjinerie of 'n ineenstorting of dreigende ineenstorting van geboue, sonder versuim gedoen moet word;
 - werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie;
 - werk in verband met die laai of aflaai van—
 - skepe;
 - trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;
 - voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;
- (11) „bedryfsinrigting” 'n perseel of gedeelte daarvan waarin of in verband waarmee een of meer werknemers in die Chemikalieënywerheid werksaam is;
- (12) „wet” ook die gemene reg;
- (13) „oortyd” daardie gedeelte van 'n tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat meer is as die gewone werkure wat elders in hierdie Ooreenkoms vir so 'n werknemer voorgeskryf word;
- (14) „stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat hy verrig;
- (15) „senior werknemer” 'n werknemer wat werk verrig anders as dié omskryf in subklousules (1) tot (6) van hierdie klousule en/of in opdrag werk moet verrig wat verantwoordelikheid meebring vir besluitneming van 'n administratiewe aard ten opsigte van die werksaamhede van 'n bedryfsinrigting. Niks in hierdie subklousule vervat moet so uitgelê word dat dit in sy bestek werknemers wat in die algemeen in die Chemikalieënywerheid as handelsreisigers bekend staan, in te sluit nie.
- (16) „Tweede Nuwejaarsdag” die dag wat onmiddellik volg op die dag waarop Nuwejaarsdag val ingevolge die Wet op Openbare Feesdae: Met dien verstande dat indien Nuwejaarsdag in 'n bepaalde jaar op 'n Saterdag val, Tweede Nuwejaarsdag op die daaropvolgende Maandag gevier moet word;
- (17) „korttyd” 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die handel, 'n tekort aan grondstowwe, 'n onklaaraking van installasie of masjinerie of 'n ineenstorting of dreigende ineenstorting van geboue;
- (18) „uniform” 'n kledingstuk of kledingstukke van onderskeidende ontwerp en kleur;
- (19) „onbelaste massa” die massa van 'n motorvoertuig of sleepwa soos aangedui op 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van voertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of outofiets of 'n fiets met 'n hulpenjin, die onbelaste massa geag moet word hoogstens 453,6 kg te wees;
- (20) „loon” die bedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken.

4. LONE

(1) Behoudens subklousule (9) van hierdie klousule, is die minimum weekloon wat aan ondergenoemde klasse werknemers betaal en deur hulle ontvang moet word, soos volg:

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

- (10) “emergency work” means
- any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, a breakdown of plant or machinery, or a breakdown or threatened breakdown of buildings, must be done without delay;
 - any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;
 - any work in connection with the loading or unloading of—
 - ships;
 - trucks or vehicles of the South African Railways and Harbours;
 - vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;
- (11) “establishment” means any premises or part thereof in or in connection with which one or more employees are employed in the Chemical Industry;
- (12) “law” includes the common law;
- (13) “overtime” means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the ordinary hours of work prescribed for such employee in this Agreement;
- (14) “piece-work” means any system under which an employee's remuneration is based on the quantity of work done;
- (15) “senior employee” means an employee who performs work other than that as defined in subclauses (1)–(6) of this clause and/or is charged with the taking of decisions of a managerial character in the conducting of the activities of an establishment. Nothing in this subclause shall be construed so as to include within its ambit workers commonly known within the chemical industry as travelling salesmen.
- (16) “Second New Year's Day” means the day immediately following the day on which New Year's Day falls in terms of the Public Holidays Act: Provided that where in any year New Year's Day falls on a Saturday, Second New Year's Day shall be observed on the subsequent Monday;
- (17) “short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;
- (18) “uniform” means any article or articles of wearing apparel distinctive in design and colour;
- (19) “unladen mass” means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 453,6 kg;
- (20) “wage” means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount.

4. WAGES

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

(a) *Werknemers, uitgesonderd los werknemers:*

	Vanaf die datum van inwerking-treding van hierdie Ooreenkoms tot 30 Junie 1981	Daarna
	R	R
KATEGORIE I		
Gedurende 1ste 6 maande	35,00	38,50
Daarna	38,00	42,00
KATEGORIE II		
Gedurende 1ste 6 maande	38,00	42,00
Daarna	42,00	46,50
KATEGORIE III		
Gedurende 1ste 6 maande	42,00	46,50
Daarna	45,00	49,50
KATEGORIE IV		
Gedurende 1ste 6 maande	45,00	49,50
Daarna	50,00	55,00
KATEGORIE V		
Gedurende 1ste 6 maande	55,00	62,50
Daarna	60,00	68,00
KATEGORIE VI		
Gedurende 1ste 6 maande	90,00	100,00
Daarna	95,00	110,00
KATEGORIE VII	100,00	120,00

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag gewerk, een vierde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat die los werknemer moet verrig.

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

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om benewens sy eie werk of in plaas daarvan langer as een uur werk van 'n ander klas te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskryf word, moet dié werknemer teen die hoër loon besoldig ten opsigte van die hele dag waarop hy die werk verrig het.

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

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

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

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

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

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

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

(a) *Employees other than casual employees:*

	From the date of coming into operation of this agreement to 30 June 1981	Thereafter
	R	R
CATEGORY I		
During 1st 6 months	35,00	38,50
Thereafter	38,00	42,00
CATEGORY II		
During 1st 6 months	38,00	42,00
Thereafter	42,00	46,50
CATEGORY III		
During 1st 6 months	42,00	46,50
Thereafter	45,00	49,50
CATEGORY IV		
During 1st 6 months	45,00	49,50
Thereafter	50,00	55,00
CATEGORY V		
During 1st 6 months	55,00	62,50
Thereafter	60,00	68,00
CATEGORY VI		
During 1st 6 months	90,00	100,00
Thereafter	95,00	110,00
CATEGORY VII	100,00	120,00

(b) *Casual employees.*—One fourth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

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

(3) *Differential rates of wages.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour, either in addition to his own work or in substitution therefor, work of another class for which a higher rate of wages is prescribed in subclause (1) shall pay such employee at the higher rate of wages in respect of the whole day on which he performs such work.

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

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

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

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

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

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

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

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

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 12 moet 'n werkgewer die besoldiging wat aan elkeen van sy werknemers, uitgesonderd sy los werknemers, verskuldig is, weekliks op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind, in kontant betaal: Met dien verstande dat as die werkgewer en sy werknemer aldus ooreenkom, besoldiging maandeliks betaal kan word.

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

(3) *Wyse van betaling.*—'n Werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende die werkure betaal, en sodanige besoldiging moet in 'n verseëlde kovert wees waarop die werkgewer en die werknemer se naam, die werknemer se beroep, die getal gewone en oortydure wat gewerk is, die tydperk waarvoor die bedrag betaal word en die bedrag daarin, aan die buitekant vermeld word. *Die besoldiging wat op 'n Sondag verdien word, moet afsonderlik aangetoon word.*

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

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

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, versekerings-, voorsorg- of pensioenfonds;
- (b) behoudens klousule 8 (1), wanneer 'n werknemer van sy werk af wegbly om 'n ander rede as op las of op versoek van sy werkgewer of afwesig is weens 'n ongeluk of siekte, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- (c) enige bedrag wat 'n werkgewer regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (d) bydraes ingevolge klousule 15 van hierdie Ooreenkoms;
- (e) wanneer korttyd in 'n bedryfsinrigting ingevoer word, vir elke uur van sodanige korttyd, 'n bedrag gelyk aan die weekloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, gedeel deur 42½: Met dien verstande dat—
 - (i) geen bedrag afgetrek mag word ten opsigte van die eerste uur korttyd wat veroorsaak word deur 'n algemene onklaar-raking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand nie;
 - (ii) in die geval van korttyd wat deur 'n slappe in die bedryf veroorsaak word, geen bedrag afgetrek mag word nie tensy die werkgewer sy werknemer minstens 24 uur vooraf kennis gee het van sy voorneme om korttyd in te voer;
- (f) met die skriftelike toestemming van sy werknemer, bydraes as ledegeld aan die fondse van die vakvereniging.

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

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

- (a) In die geval van 'n werknemer uitgesonderd 'n los werknemer—
 - (i) 42½ in 'n week van Maandag tot en met Vrydag;
 - (ii) agt en 'n half op 'n dag: Met dien verstande dat die weeklikse ure hoogstens 42½ mag wees;
 - (b) in die geval van 'n los werknemer, agt en 'n half uur op 'n dag.
- (2) 'n Werkgewer mag nie van sy werknemer vereis om langer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie: Met dien verstande dat—
- (i) as sodanige pouse langer as een uur duur, die tydperk langer as een uur geag word gewone werkure te wees;
 - (ii) 'n werknemer van wie vereis word of wat toegelaat word om te werk vir twee of meer tydperke wat deur 'n pouse van minder as een uur onderbreek word, uitgesonderd 'n pouse wat in subklousule (3) bedoel word, en indien genoemde werktydperke

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

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 12 an employer shall pay the remuneration due to each of his employees, other than his casual employees, in cash weekly on the usual pay-day of the establishment, or on termination of employment if this takes place before the usual pay-day of the establishment: Provided that where the employer and his employee agree, remuneration may be paid monthly.

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

(3) *Method of payment.*—An employer shall pay the remuneration due to each of his employees during the hours of work and such remuneration shall be enclosed in a sealed envelope, showing on the outside the employer's and the employee's name, the employee's occupation, the number of ordinary and overtime hours worked, the period in respect of which payment is made and the amount contained therein. *Remuneration earned on a Sunday shall be shown separately.*

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

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

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

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

- (a) With the written consent of his employee, deductions for holiday, insurance, provident or pension funds;
- (b) save as provided in clause 8 (1), when his employee absents himself from work other than on the instructions or at the request of his employer or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make;
- (d) contributions in terms of clause 15 of this Agreement;
- (e) whenever short-time is introduced in an establishment, in respect of each hour of such short-time, an amount equal to the weekly wage prescribed in clause 4 for an employee of his class divided by 42½: Provided that—
 - (i) no deduction shall be made in respect of the first hour of short-time caused by a general breakdown of plant or machinery due to accident or other unforeseen emergency;
 - (ii) in the case of short-time due to slackness of trade, no deduction shall be made unless the employer has given his employee not less than 24 hours' notice of his intention to introduce short-time;
- (f) with the written consent of his employee subscriptions to the funds of the trade union.

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

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

- (a) in the case of an employee other than a casual employee—
 - (i) 42½ in any week from Monday to Friday, inclusive;
 - (ii) eight and a half in any day: Provided that the weekly hours do not exceed 42½;
- (b) in the case of a casual employee, eight and a half in any day.

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

- (i) if such interval be for longer than one hour, any period in excess of one hour shall be deemed to be ordinary hours of work;
- (ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than one hour, other than an interval referred to in subclause (3), the said periods of

altesaam meer as vyf uur beloop, geag moet word langer as vyf uur aaneen te gewerk het;

(3) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd werknemers soos omskryf in klousules 3 (3) (m), 3 (4) (h) en 3 (5) (c), 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan—

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

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

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

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

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

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

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

- (i) vir langer as twee uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as 60 dae in 'n jaar.

(7) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om, na voltooiing van sy gewone werkure, op enige dag langer as een uur oortyd te werk nie, tensy hy—

- (a) sodanige werknemer die vorige dag daarvan in kennis gestel het;
- (b) aan sodanige werknemer 'n toereikende ete verskaf het voordat hy met die oortydwerk moet begin; of
- (c) sodanige werknemer betyds R1,00 betaal het om hom in staat te stel om 'n ete te nuttig voordat hy met die oortydwerk moet begin.

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

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal die werknemer se gewone loon;
- (b) in die geval van 'n los werknemer, een en 'n derde maal die besoldiging wat in klousule 4 (1) (b) voorgeskryf word, gedeel deur agt en 'n half;
- (c) in die geval van oortyd op 'n Saterdag gewerk, een en 'n half maal die werknemer se gewone loon.

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

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

- (i) Minstens twee maal die loon wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of minstens twee maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, naamlik die grootste bedrag; of
- (ii) een en 'n half maal sy weekloon, gedeel deur 4 $\frac{1}{2}$, vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het, en hom binne sewe dae vanaf sodanige Sondag 'n dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

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

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

(10) Hierdie klousule is nie van toepassing op kategorie III (l) werknemers wie se werkgewers hulle 'n diensvrye dag van 24 agtereenvolgende uur ten opsigte van elke week diens toestaan nie: Met dien verstande dat—

- (i) die werkgewer geen bedrag ten opsigte daarvan van hulle loon mag aftrek nie;
- (ii) die werkgewer, in plaas daarvan dat hy so 'n diensvrye dag aan

work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously.

(3) *Rest intervals*.—An employer shall grant to each of his employees other than employees defined in clauses 3 (3) (m), 3 (4) (h) and 3 (5) (c) a rest interval of not less than 10 minutes as nearly as practicable—

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

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

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

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

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year.

(7) An employer shall not require or permit any employee after completion of his ordinary working hours to work overtime for more than one hour on any day unless he has—

- (a) given notice thereof to such employee the previous day;
- (b) provided such employee with an adequate meal before he has to commence overtime; or
- (c) paid such employee R1 in sufficient time to enable the employee to obtain a meal before overtime is due to commence.

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

- (a) in the case of an employee other than a casual employee, one and a third times the employee's ordinary wage;
- (b) in the case of a casual employee, one and a third times the wage prescribed in clause 4 (1) (b), divided by eight and a half;
- (c) in the case of any overtime worked on a Saturday, one and a half times the employee's ordinary wage.

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

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

- (i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, or a wage not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or
- (ii) pay to him one and a half times his weekly wage divided by 4 $\frac{1}{2}$ for each hour or part of an hour worked by him on such day and grant him one day's leave within seven days of such Sunday and pay him in respect thereof not less than his daily wage.

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

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

(10) The provisions of this clause shall not apply to a category III (l) employees whose employer grants them a day of rest of 24 consecutive hours in respect of every week of employment: Provided that—

- (i) the employer makes no deduction from the said employees' wage in respect thereof;
- (ii) the employer, in lieu of granting his category III (l) employees a

sodanige werknemers toestaan, hulle die loon kan betaal wat hulle sou ontvang het as hulle nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens hul dagloon ten opsigte van sodanige dag wat nie aan hulle toegestaan is nie.

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

7. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

- (a) in die geval van 'n werknemer met minder as vyf jaar ononderbroke diens by sy werkgever, minstens 12 agtereenvolgende werkdag;
- (b) in die geval van 'n werknemer met van vyf tot nege jaar ononderbroke diens by sy werkgever, minstens 16 agtereenvolgende werkdag;
- (c) in die geval van 'n werknemer met 10 jaar of langer ononderbroke diens by sy werkgever, minstens 20 agtereenvolgende werkdag;

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

(2) 'n kategorie III (l) werknemer wat een jaar ononderbroke diens by sy werkgever voltooi het, moet verlof soos volg toegestaan word:

- (a) in die geval van 'n kategorie III (l) werknemer met minder as vyf jaar ononderbroke diens by sy werkgever, minstens 23 agtereenvolgende dae;
- (b) in die geval van 'n kategorie III (l) werknemer met van vyf tot nege ononderbroke jaar diens by sy werkgever, minstens 26 agtereenvolgende dae;
- (c) in die geval van 'n kategorie III (l) werknemer met 10 jaar of langer ononderbroke diens by sy werkgever, minstens 31 agtereenvolgende dae;

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

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

- (i) 'n werkgever van sy werknemer kan vereis om sy jaarlikse verlof te neem voor die einde van die diensjaar waarop dit betrekking het;
- (ii) indien sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne vier maande na die einde van die jaar waarop dit betrekking het: Met dien verstande dat, indien 'n werknemer skriftelik daartoe ingestem het voordat genoemde tydperk van vier maande verstryk het, sy werkgever sodanige verlof aan hom kan toestaan met ingang van 'n datum hoogstens twee maande na verstryking van genoemde tydperk van vier maande;
- (iii) indien 'n statutêre openbare vakansiedag of Tweede Nuwejaarsdag binne die tydperk van sodanige verlof val, nog 'n dag verlof met volle besoldiging vir elke sodanige openbare vakansiedag of Tweede Nuwejaarsdag by die jaarlikse verlof gevoeg moet word.
- (4) 'n Werknemer wie se dienskontrak eindig—
 - (a) in die eerste diensjaar by dieselfde werkgever voor die voltooiing van sodanige jaar;
 - (b) in enige daaropvolgende diensjaar by dieselfde werkgever voor die voltooiing van sodanige jaar;
 moet by diensbeëindiging soos volg betaal word;
 - (i) in die geval van 'n werknemer in subklousule (1) (a) van hierdie klousule bedoel, vir elke voltooide maand diens, minstens die dagloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;
 - (ii) in die geval van 'n werknemer in subklousule (1) (b) bedoel, vir elke voltooide maand diens minstens vier vyftiendes van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;
 - (iii) in die geval van 'n werknemer in subklousule (1) (c) van hierdie klousule bedoel, vir elke voltooide maand diens minstens een derde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;
 - (iv) in die geval van 'n werknemer in subklousule (2) (a) van hierdie klousule bedoel, vir elke voltooide week diens, minstens sy weekloon vermenigvuldig met drie en twee sewendes en gedeel deur 52;
 - (v) in die geval van 'n werknemer in subklousule (2) (b) van hierdie klousule bedoel, vir elke voltooide week diens, minstens sy weekloon vermenigvuldig met drie en vyf sewendes en gedeel deur 52;
 - (vi) in die geval van 'n werknemer in subklousule (2) (c) van hierdie klousule bedoel, vir elke voltooide week diens, minstens sy weekloon vermenigvuldig met vier en drie sewendes en gedeel deur 52.

day of rest, may pay the said employees the wage which they would have received if they had not worked on such day, plus an amount of not less than their daily wage in respect of such day not granted.

(11) The provisions of subclauses (3), (4) (6) and (7) of this clause shall not apply to male employees engaged in emergency work.

7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

- (a) in the case of an employee with less than five years' continuous employment with his employer, not less than 12 consecutive working days;
- (b) in the case of an employee with from five to nine years' continuous employment with his employer, not less than 16 consecutive working days;
- (c) in the case of an employee with 10 or more years' continuous employment with his employer, not less than 20 consecutive working days;

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

(2) A category III (l) employee who has completed one year's continuous employment with his employer shall be granted leave as follows:

- (a) in the case of a category III (l) employee with less than five years' continuous employment with his employer, not less than 23 consecutive days;
- (b) in the case of a category III (l) employee with from five to nine years' continuous employment with his employer, not less than 26 consecutive days;
- (c) in the case of a category III (l) employee, with 10 or more years' continuous employment with his employer, not less than 31 consecutive days' leave;

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

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

- (i) an employer may require his employee to take his annual leave before the completion of the year of employment to which it relates;
- (ii) if such leave has not been granted earlier, it shall be granted within four months of the completion of the year to which it relates: Provided that if an employee has agreed thereto, in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months;
- (iii) if any statutory public holiday or Second New Year's Day falls within the period of such leave, a further day's leave on full pay shall be added to the annual leave in respect of each such public holiday or Second New Year's Day.
- (4) An employee whose contract of employment terminates—
 - (a) in the first year of employment with the same employer before the completion of such year;
 - (b) in any subsequent year of employment with the same employer before the completion of such year;
 shall, upon termination, be paid—
 - (i) in the case of an employee referred to in subclause (1) (a) of this clause, for each completed month of employment, not less than the daily wage he was receiving immediately before the date of such termination;
 - (ii) in the case of an employee referred to in subclause (1) (b), for each completed month of employment, not less than four fifteenths of the weekly wage he was receiving immediately before the date of such termination;
 - (iii) in the case of an employee referred to in subclause (1) (c) of this clause, for each completed month of employment, not less than one third of the weekly wage he was receiving immediately before the date of such termination;
 - (iv) in the case of an employee referred to in subclause (2) (a) of this clause, for each completed week of employment, not less than his weekly wage multiplied by three and two sevenths and divided by 52;
 - (v) in the case of an employee referred to in subclause (2) (b) of this clause, for each completed week of employment, not less than his weekly wage multiplied by three and five sevenths and divided by 52;
 - (vi) in the case of an employee referred to in subclause (2) (c) of this clause, for each completed week of employment, not less than his weekly wage multiplied by four and three sevenths and divided by 52.

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

(6) *Alle statutêre openbare vakansiedae en Tweede Nuwejaarsdag.*—Benewens die jaarlikse verlof soos in hierdie klousule voorgeskryf, is 'n werknemer, uitgesonderd 'n los werknemer of 'n kategorie III (l) werknemer geregtig op verlof en moet verlof aan hom toegestaan word op alle statutêre openbare vakansiedae, soos omskryf in die Wet op Openbare Feesdae, en Tweede Nuwejaarsdag en moet 'n bedrag van minstens een vyfde van die weekloon wat hy onmiddellik voor dié dag ontvang het, ten opsigte van elke sodanige dag aan hom betaal word: Met dien verstande dat as dringende omstandighede in die bedryf dit vereis, daar, behoudens klousule 6 (9), van 'n werknemer vereis kan word om op sodanige dae te werk: Voorts met dien verstande dat indien enige statutêre openbare vakansiedag of Tweede Nuwejaarsdag op 'n Saterdag val, die werkgever sy werknemers wat gewoonlik nie op 'n Saterdag werk nie een dag se loon moet betaal benewens die besoldiging wat aan sodanige werknemers verskuldig is.

(7) Vir die toepassing van hierdie klousule—

- (a) omvat die uitdrukking „dieselfde werkgever” in die geval waar die sakeonderneming, uitgesonderd 'n insolvente sakeonderneming, verkoop word, ook die nuwe eienaar van die sakeonderneming vir die tydperk wat dié nuwe eienaar die sakeonderneming waarin die betrokke werknemer in diens is, voortsit; en
- (b) word „diens” geag enige tydperk of tydperke in te sluit wat 'n werknemer—

- (i) kragtens subklousules (1) en (2) met verlof afwesig is;
- (ii) militêre diens ingevolge die Verdedigingswet, 1957, ondergaan;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is;
- (iv) kragtens klousule 8 met siekteverlof afwesig is; wat ten opsigte van subparagrafe (i), (iii) en (iv) altesaam hoogstens 10 weke en ten opsigte van subparagraaf (ii) altesaam hoogstens vier maande in 'n jaar behoort; en „diens” word geag te begin—

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

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

(ac) in die geval van alle ander werknemers, met ingang van die datum waarop dié werknemer by sy werkgever in diens getree het of met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

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

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

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

8. SIEKTERVERLOF

(1) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van sy werk afwesig is, minstens altesaam 20 werkdade siekteverlof gedurende elke siklus van 24 agtereenvolgende werkdade.

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

(6) *All statutory public holidays and Second New Year's Day.*—In addition to the annual leave prescribed in this clause, an employee, other than a casual employee or a category III (l) employee, shall be entitled to and be granted leave on all statutory public holidays, as defined in the Public Holidays Act, and Second New Year's Day and shall be paid in respect of each such day not less than one fifth of the weekly wage which he was receiving immediately before such day: Provided that if the exigencies of the trade so require, an employee may, subject to clause 6 (9), be required to work on such days: Provided further that if any statutory public holiday or Second New Year's Day falls on a Saturday, the employer shall pay his employees who normally do not work on a Saturday, one day's pay in addition to the remuneration which is due to such employees.

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

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

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

- (i) absent on leave in terms of subclauses (1) and (2);
- (ii) undergoing military service in pursuance of the Defence Act, 1957;

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

(iv) absent on sick leave in terms of clause 8; amounting in the aggregate to not more than 10 weeks in respect of subparagraphs (i), (iii) and (iv), and not more than four months in the aggregate in any year in respect of subparagraph (ii); and “employment” shall be deemed to commence—

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

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

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

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

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

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

8. SICK LEAVE

(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than 20 work-days' sick leave in the aggregate during each cycle of 24 consecutive work-days.

volgende maande diens by hom toestaan en dié werknemer vir 'n tydperk van afwesigheid ingevolge hierdie klousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer in die eerste 24 agtereenvolgende maande diens nie geregtig is op siekteverlof met volle besoldiging van meer as een werkdag ten opsigte van elke voltooide maand diens nie, behoudens 'n maksimum van 10 werkdag gedurende die eerste tydperk van 12 maande diens en 'n verdere 10 werkdag gedurende die tweede tydperk van 12 maande diens;
- (ii) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis vir 'n tydperk van afwesigheid van langer as twee werkdag weens ongeskiktheid, kan vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig;
- (iii) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer wanneer en so lank as wat sy werkgewer ooreenkomstig 'n skriftelike versoek van die werknemer, bydraes doen aan enige fonds of organisasie deur die werknemer aangewys, welke fonds of organisasie aan die werknemer, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van minstens sy loon vir 20 werkdag in elke siklus van 24 maande diens, behoudens, gedurende die eerste 24 maande diens, die aanwaskaal wat in die eerste voorbehoudsbepaling van hierdie subklousule genoem word;
- (iv) as 'n werkgewer regtens verplig is om gelde te betaal vir die hospitaal- of geneeskundige behandeling van 'n werknemer en hy sodanige gelde wel betaal, die bedrag aldus betaal, afgetrek kan word van die besoldiging verskuldig vir ongesteldheid ingevolge hierdie klousule;
- (v) as 'n werkgewer vir 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, verplig is om 'n werknemer kragtens 'n ander wet sy volle loon te betaal, en hy die loon aldus betaal, hierdie klousule nie van toepassing is nie;
- (vi) die loon betaalbaar aan 'n werknemer wat stukwerk verrig, vir 'n tydperk van afwesigheid met siekteverlof, kragtens hierdie klousule, bereken moet word op 'n *pro rata*-grondslag in verhouding tot die besoldiging wat aan dié werknemer betaalbaar is op sy laaste betaaldag wat dié afwesigheid onmiddellik voorafgaan.

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

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

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

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

(6) Niks in hierdie klousule vervat, mag die uitwerking hê dat dit verhoed dat 'n werknemer se siekteverlof tot hoogstens 120 dae ooploop nie: Met dien verstande dat sodanige oploping slegs kan geskied waar die werknemer by dieselfde werkgewer in diens bly gedurende die tydperk van oploping.

9. UNIFORMS EN BESKERMENDE KLERE

'n Werkgewer wat vereis dat sy werknemers uniforms, oorpakke, voorskote of 'n ander soort beskermende klere dra, moet dit kosteloos verskaf: Met dien verstande dat dit die eiendom van die werkgewer bly. Die werkgewer moet die uitgawes dra van die was en stryk van die uniforms.

10. BESTAANDE KONTRAKTE

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

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

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

five months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first 24 consecutive months of employment, an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment, subject to a maximum of 10 work-days during the first period of 12 months of employment and a further 10 work-days during the second period of 12 months of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence in excess of two work-days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
- (iii) this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for 20 work-days in each cycle of 24 months of employment, subject during the first 24 months of employment to the rate of accrual set out in the first proviso to this subclause;
- (iv) where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of incapacity in terms of this clause;
- (v) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, and he so pays such wages, the provisions of this clause shall not apply;
- (vi) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on a *pro rata* basis in relation to the remuneration paid to such employee on his last pay-day immediately preceding such absence.

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

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

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

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

(6) Nothing appearing in this clause shall act so as to preclude an employee's sick leave from accumulating to a maximum of 120 days: Provided that such accumulation may only take place where an employee remains employed by the same employer during the period of accumulation.

9. UNIFORMS AND PROTECTIVE CLOTHING

An employer who requires his employees to wear a uniform, overall, apron, or some form of protective clothing, shall provide it free of charge: Provided that it shall remain the property of the employer. The expense of laundering uniforms shall be borne by the employer.

10. EXISTING CONTRACTS

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

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

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

12. BEËINDIGING VAN DIENSKONTRAK

- (1) *Opseggingstermyn.*—Behoudens—
 (a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
 (b) 'n skriftelike ooreenkoms tussen die werkgever en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as een week of twee weke, na gelang van die geval;
 (c) subklousule (8) van hierdie klousule;
 moet 'n werkgever en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week kennis gee en in die geval van 'n maandeliks besoldigde werknemer, minstens twee weke kennis gee van sy voorneme om die dienskontrak te beëindig.

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

- (a) In die geval van 'n weekliks besoldigde werknemer, een week se loon;
 (b) in die geval van 'n maandeliks besoldigde werknemer, twee weke se loon;

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

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

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

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

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

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

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

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

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

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

13. DIENSSERTIFIKATE

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

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

14. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voor-

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) *Period of notice.*—Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;
 (b) the provisions of any written agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or two weeks, as the case may be;

(c) the provisions of subclause (8) of this clause;
 an employer and his employee shall, in the case of a weekly-paid employee, give not less than one week's notice and in the case of a monthly-paid employee, not less than two weeks' notice of his intention to terminate the contract of employment.

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

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

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

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

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

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

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

(b) *Monthly-paid employees.*—Notice referred to in subclause (1) of this clause shall be given not later than, and shall take effect from the first or the 15th day of a calendar month.

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

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

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

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

13. CERTIFICATES OF SERVICE

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

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

14. EXEMPTIONS

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

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) of this clause the conditions sub-

waardes vasstel waarop vrystelling verleen word en die tydperk waarvoor daardie vrystelling van krag is: Met dien verstande dat die Raad na goeë dunde en met een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat kan intrek.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule vasgestel is en waarop dié vrystelling verleen word; en
 - (d) die tydperk wat die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) 'n kopie hou van elke sertifikaat wat uitgereik word; en
 - (b) as vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings nakom van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik is.

15. FONDSE VAN DIE RAAD

(1) Daar word soos volg voorsiening gemaak vir die fondse van die Raad, waaroor die Raad beskik en wat deur hom geadminestreer word:

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

- (a) Die naam en adres van die werkgewer;
- (b) die tydperk waarop die bedrag betrekking het;
- (c) die getal werknemers wat gedurende die betrokke tydperk in diens was;
- (d) die totale bedrag wat vir die betrokke tydperk van die loon van die werknemers afgetrek is;
- (e) die werkgewer se bydrae ingevolge hierdie bepaling;
- (f) die totale bedrag.

(2) Hierdie klousule is van toepassing op almal in diens van die Chemikalieënnywerheid soos in klousule 3 (8) van hierdie Ooreenkoms omskryf.

16. AGENTE

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

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

17. VERTONING VAN OOREENKOMS

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

18. VAKVERENIGINGWERK

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

19. VAKVERENIGINGLEDEGELD

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

Op hede die 30ste dag van Junie 1980 te Kaapstad onderteken.

S. G. PENNEY,
Voorsitter

J. HEEGER,
Ondervoorsitter

R. W. CARTER,
Sekretaris

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

(3) The Secretary of the council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

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

15. COUNCIL FUNDS

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

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

- (a) the name and address of the employer;
- (b) the period in respect of which the amount relates;
- (c) the number of employees employed during the period concerned;
- (d) the total amount deducted from the employees for the period concerned;
- (e) the employer's contribution in terms thereof;
- (f) the total amount.

(2) The provisions of this clause shall apply to all persons employed in the Chemical Industry as defined in clause 3 (8) of this Agreement.

16. AGENTS

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

It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

17. EXHIBITION OF AGREEMENT

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

18. TRADE UNION FACILITIES

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

19. TRADE UNION SUBSCRIPTIONS

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

Signed at Cape Town this 30th day of June 1980.

S. G. PENNEY,
Chairman

J. HEEGER,
Vice-Chairman

R. W. CARTER,
Secretary

R.329]

[20 Februarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

CHEMIKALIEËNYWERHEID (KAAP)

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Chemikalieënywerheid (Kaap) gepubliseer by Goewermentskennisgewing R.328 van 20 Februarie 1981, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA
Minister van Mannekragbenutting

R.329]

[20 February 1981

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

CHEMICAL INDUSTRY (CAPE)

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Chemical Industry (Cape) published under Government Notice R.328 of 20 February 1981, 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 Manpower Utilisation

INHOUD

Departement van Mannekragbenutting

GOEWERMENSKENNISGEWINGS

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