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GOEWERMENKennisGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

R.336]

[20 Februarie 1981

WET OP NYWERHEIDSVersoening, 1956

**Buiteband- en Rubbernywerheid,
Oostelike Provinsie**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragebenutting, 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 Buiteband- en Rubbernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 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 en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 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 Nywerheid in die

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

R.336]

[20 February 1981

INDUSTRIAL CONCILIATION ACT, 1956

**TYRE AND RUBBER MANUFACTURING
INDUSTRY, EASTERN PROVINCE**

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 Tyre and Rubber Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 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 and 17, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in

- 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 (4) (b), 16 (1) en (2) en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 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 werkgevers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA,
Minister van Mannekragbenutting

BYLAE

NYWERHEIDSRAAD VIR DIE BUITEBAND- EN RUBBERNYWERHEID, OOSTELIKE PROVINSIE

OOREENKOMS

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

The Port Elizabeth and Uitenhage Tyre and Rubber Manufacturers Employers' Association

(hierna die „werkgevers” of die „werkgeversorganisasie” genoem), aan die een kant, en die

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hierna die „werknemers” of die „vakvereniging” genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Buiteband- en Rubbernywerheid, Oostelike Provinsie.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Buiteband- en Rubbernywerheid nagekom word—

- (a) deur alle werkgevers en werknemers wat onderskeidelik lede van die werkgeversorganisasie en die vakvereniging is;
- (b) in die landdrostdistrikte Port Elizabeth en Uitenhage.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms—
- (a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die bepalings van of voorwaardes gestel ingevolge die Wet op Vakleerlinge (Wet 37 van 1944) nie;
- (b) nie van toepassing op 'n onderbaas, klerk, versendingsklerk, fabrieksklerk, eerstehulpbediener, voorman, magasynman of toesighouer/skofvoorman wat op 'n maandelikse grondslag besoldig word en op alle personeelvoorregte geregtig is.

(3) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge wat ingevolge die Wet op Vakleerlinge (Wet 37 van 1944) voorgeskryf word, geag die weekloon te wees en word die uurloon geag die weekloon gedeel deur 45 te wees.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking met ingang van 'n datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk eindigende 31 Mei 1982 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

Tensy onbestaanbaar met die samehang, het alle uitdrukings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van so 'n wet; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;

„middagskof” 'n werktydperk waarvan die grootste gedeelte tussen 15h00 en 23h00 val;

„vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat geregistreer is of geag word geregistreer te

- the said Industry in the 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 publication of this notice and for the period ending 31 May 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (b), 16 (1) and (2) and 17, 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 TYRE AND RUBBER MANUFACTURING INDUSTRY, EASTERN PROVINCE

AGREEMENT

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

The Port Elizabeth and Uitenhage Tyre and Rubber Manufacturers Employers' Association

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

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hereinafter referred to as the “employees” or the “trade union”), of the other part,

being the parties to the Industrial Council for the Tyre and Rubber Manufacturing Industry, Eastern Province.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Tyre and Rubber Manufacturing Industry—

- (a) by all employers and employees who are members of the employers' organisation and the trade union, respectively;
- (b) in the Magisterial Districts of Port Elizabeth and Uitenhage.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Apprenticeship Act (Act 37 of 1944);
- (b) not apply to a chargehand, clerk, despatch clerk, factory clerk, first-aid attendant, foreman, storeman or supervisor/shift foreman, who is remunerated on a monthly basis and who enjoys all staff privileges.

(3) For the purposes of this Agreement the weekly wage rate of apprentices prescribed under the Apprenticeship Act (Act 37 of 1944), shall be taken to be the weekly wage, and the hourly rate shall be the weekly wage divided by 45.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be determined by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for the period ending 31 May 1982 or for such period or periods as may be determined by him.

3. DEFINITIONS

Unless the context otherwise indicates, any expression used in this Agreement and which is defined in the Act, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the text—

“Act” means the Industrial Conciliation Act, 1956;

“afternoon shift” means any period of work, the major portion of which falls between the hours of 15h00 and 23h00;

“apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered

wees ingevolge die Wet op Vakleerlinge (Wet 37 van 1944), en omvat dit 'n minderjarige wat kragtens daardie Wet op proef aangestel is;

„ambagsman” iemand wat sy leerlingkap uitgedien het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Vakleerlinge, 1944, of 'n vaardigheidsertifikaat besit wat deur die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is, of 'n sertifikaat wat genoemde Registrateur kragtens artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik het, of 'n persoon wat deur die Nywerheidsraad as ambagsman erken word;

„gemiddelde verdienste”, in die geval van 'n werknemer wat besoldig word op 'n ander grondslag as ooreenkomstig tyd wat werklik deur hom gewerk is, die totale loon aan hom betaal gedurende die tydperk van 13 weke onmiddellik voor enige datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, gedeel deur die getal gewone ure deur hom gewerk gedurende genoemde tydperk;

„ketel-/kragentralebediener” 'n werknemer wat die waterstand en stoomdruk in 'n ketel handhaaf en wat die vuur in sodanige ketel kan maak, aan die gang hou of uitkrap en wat die stoom en ander krag kan distribueer na gelang van die behoeftes van die bedryfsinrigting;

„los werknemer” 'n werknemer wat op hoogstens vyf dae in twee agtereenvolgende weke by dieselfde werkgewer in diens is;

„onderbaas” 'n werknemer in die ingenieurs- of onderhoudsafdeling wat onder toesig van 'n voorman of toesighouer aan die hoof staan van 'n groep werknemers;

„klerk” 'n werknemer wat skryf-, tik-, liasseer of ander vorm van klerklike werk verrig en omvat dit 'n kassier, magasynman, versendingsklerk en telefonis, maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, al vorm klerklike werk ook deel van sodanige werknemer se werk;

„Raad” of „Nywerheidsraad” die Nywerheidsraad vir die Buiteband- en Rubbernywerheid, Oostelike Provinsie, geregistreer ingevolge artikel 19 van die Wet;

„dag”, met betrekking tot 'n skofwerker, die tydperk van 24 uur bereken vanaf die tyd wanneer die werknemer begin werk;

„versendingsklerk” 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat oor die bymeakaarmaak, nagaan, massabepaling, verpakking, merk, adressering of versending van sodanige goedere of pakkette toesig kan hou;

„motorvoertuigdrywer” 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat die uitdrukking „'n motorvoertuig dryf” alle tye wat die drywer dryf en alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

„trommelvervanger” 'n werknemer wat trommels stel, monteer, vervang, verwyder en herstel;

„noodwerk”—

(1) werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van uitrusting of masjinerie sonder versuim gedoen moet word;

(2) werk in verband met die laai of aflaai van—

(a) trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of

(b) voertuie wat deur 'n karweier gebruik word by die uitvoering van sy kontrak as sodang met die Suid-Afrikaanse Spoorweë en Hawens; of

(3) werk in verband met die skoonmaak, opknapping of herstel van uitrusting of masjinerie wat nie gedurende gewone werkure verrig kan word nie;

„noodsaaklike werk” wat gedurende die jaarlikse verloftydperk in klousule 7 (1) bedoel, gedoen moet word deur veiligheidswagte, wagte en werknemers wat onderhoudswerk verrig, in die magasyn werk, die werk van portiers doen en in die eethuis werk;

„bedryfsinrigting” 'n perseel waarin of in verband waarmee een of meer werknemers in die Buiteband- en Rubbernywerheid in diens is;

„fabrieksklerk” 'n werknemer wat onder toesig van 'n voorman of manlike klerk een of meer van die volgende werksaamhede verrig:

(1) die tye kontroleer of aanteken waarop werknemers 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting binnegaan of verlaat;

(2) die verspreiding of ontvangs van materiaal of uitgaande produkte kontroleer of aanteken;

(3) tye of produksie aanteken;

(4) die massa van artikels bepaal en die massa aanteken;

(5) vragbriewe of verpakkingstrookies uitskryf;

under the Apprenticeship Act (Act 37 of 1944), and includes a minor employed on probation in terms of that Act;

“artisan” means 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 or a person recognised by the Industrial Council as an artisan;

“average earnings” means, in the case of an employee who is remunerated on a basis other than in accordance with time actually worked by him, the total wages paid to him during the period of 13 weeks immediately preceding any date or during the total period of his employment with the employer concerned, whichever is the shorter, divided by the number of ordinary hours worked by him during the said period;

“boiler/power-house attendant” means an employee who maintains the water levels and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler and who may distribute steam and other power to the requirements of the establishment;

“casual employee” means an employee who is employed by the same employer on not more than five days in any two consecutive weeks;

“chargehand” means an employee in the engineering or maintenance division who, under the supervision of a foreman or supervisor, is in charge of a group of employees;

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

“Council” or “Industrial Council” means the Industrial Council for the Tyre and Rubber Manufacturing Industry, Eastern Province, registered in terms of section 19 of the Act;

“day”, in relation to a shift worker, means the period of 24 hours calculated from the time the employee commences work;

“despatch clerk” means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of such goods or packages;

“driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purposes 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;

“drumchanger” means an employee who is engaged in setting, assembling, replacing, removing and repairing drums;

“emergency work” means—

(1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;

(2) any work connected with the loading or unloading of—

(a) trucks or vehicles of the South African Railways and Harbours; or

(b) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

(3) any work in connection with the cleaning, overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

“essential work” means work which is required to be performed during the annual leave period referred to in clause 7 (1) by security guards, watchmen and employees engaged on maintenance work, in the stores, on janitor services and in the canteen;

“establishment” means any premises in or in connection with which one or more employees are employed in the Tyre and Rubber Manufacturing Industry;

“factory clerk” means an employee who, under the supervision of a foreman or a male clerk, is engaged in any one or more of the following activities:

(1) Checking or recording times at which employees enter or leave an establishment or any part of an establishment;

(2) checking or recording the distribution or receipt of materials or outgoing products;

(3) recording times or output;

(4) mass-measuring and recording masses;

(5) writing out consignment notes or packing slips;

„stoker” ’n werknemer wat die vuur in ’n ketel stook, hark, doodmaak of uitkrap;
 „eerstehulpbediener” ’n werknemer wat ’n geldige bevoegdheidsertifikaat in eerstehulp het wat deur een van die volgende organisasies uitgereik is;

- (1) Die Suid-Afrikaanse Rooikruisvereniging;
- (2) Die St. John Ambulance Association;
- (3) Die Suid-Afrikaanse Noodhulpliga;

en wat eerstehulp toedien in ’n bedryfsinrigting en aantekeninge kan hou van hoeveel werknemers behandel word;

„voorman” ’n werknemer wat aan die hoof staan van werknemers in ’n bedryfsinrigting, beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom;

„faktotum” ’n werknemer wat geringe herstelwerk of verstelwerk aan masjinerie of uitrusting doen, uitgesonderd aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van ’n bedryfsinrigting gebruik word, en wat geringe herstelwerk of opknappingswerk aan geboue kan doen;

„uurloon” die loon in klousule 4 (1) vir ’n werknemer voorgeskryf: Met dien verstande dat indien ’n werkgewer ’n werknemer, uitgesonderd ’n werknemer wat volgens ’n aansporingswerkstelsel werk, ten opsigte van die gewone werkure ’n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

„aansporingsbonus” die bykomende besoldiging wat ’n werknemer kragtens klousule 11 verdien;

„aansporingswerkstelsel” ’n stelsel waarvolgens ’n werknemer se besoldiging gebaseer word op die hoeveelheid werk verrig;

„laboratoriumhelpster” ’n werknemer wat onder toesig van ’n laboratoriumtegnikus met die roetineverksaamhede van die laboratorium help;

„laboratoriumtegnikus” ’n werknemer met gespesialiseerde opleiding in en/of kennis van werk van tegniese of tegnologiese aard;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (1) Blikke inmekaarsit;
- (2) op afleweringsoortuie help, maar nie dryf of herstelwerk doen nie;
- (3) goedere baal of in gooiing toedraai vir vervoer;
- (4) bale, kiste of ander houers met die hand toebind of vasbind;
- (5) skoonmaak of was, maar nie voerings met ’n masjien skoonmaak nie;
- (6) gevormde goedere met die hand skoonmaak, afspoon of poleer;
- (7) rubber of rubbersamestellings uit die baal met die hand op sny;
- (8) boodskappe, briewe of dokumente slegs binne ’n bedryfsinrigting aflewer of afhaal;
- (9) tenks of houers met die hand leeg maak;
- (10) ’n masjien voer of daarvan afneem vir die inoep, droog of vulkanisering van ingedoopte Lateksgoedere;
- (11) vorms vul, gelykmaak, toemaak, afstroop of spuitverf of vorms in vulkaniseeroonde sit of dit daaruit haal tydens die vervaardiging van Lateksskuimprodukte;
- (12) tuinwerk, dit wil sê plant, spit, hark, gras sny, onkruid uittrek, natmaak, heinings snoei of materiaal strooi of meng;
- (13) goedere of artikels met die hand of nie-kragaangedrewe voertuie oplaag, dra, verskuif, uitpak of opstapel;
- (14) laai of aflaai, uitgesonderd perse laai of aflaai;
- (15) vure maak of aan die gang hou (uitgesonderd in ’n stoomketel) of afval of beskadigde materiaal verbrand;
- (16) tee of dergelike drankie vir werknemers maak;
- (17) deure of kiste, trolle, bale of ander pakkette oop- of toemaak;
- (18) ’n nie-kragaangedrewe hystoel bedien;
- (19) artikels van dieselfde grootte en getal in houers plaas wat spesiaal gemaak is om dit te bevat;
- (20) skuim in drooggoonde plaas of daaruit neem;
- (21) afval of as verwyder;
- (22) klaargemaakte karton- of veselborddose of dergelike houers met die hand opstel;
- (23) Lateks sif;
- (24) afval sorteer of baal;
- (25) ingedoopte Lateksgoedere uit vormers of vorms stroop of sodanige goedere omdop;
- (26) Lateksskuim van rypingstenk na voertuie oorplaas;
- (27) skuimoorloop of vorms vir skuim met die hand regsny;
- (28) rubber- of ander stempels gebruik waar oordeel nie nodig is nie;

„onderhoudswerker” ’n werknemer, uitgesonderd ’n ambagsman, wat geringe herstelwerk of verstelwerk doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van ’n bedryfsinrigting gebruik word;

„fireman” means an employee who is engaged in stoking, raking, slicing or drawing a fire of a boiler;

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

- (1) The South African Red Cross Society;
- (2) The St John Ambulance Association;
- (3) Die Suid-Afrikaanse Noodhulpliga;

and who is engaged in rendering first-aid in an establishment and who may record employee attendances for treatment;

„foreman” means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

„handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings;

„hourly rate” means the wage prescribed for an employee in clause 4 (1): Provided that if an employer in respect of the ordinary hours of work regularly pays an employee, other than an employee employed on an incentive work system, an amount higher than that prescribed in clause 4 (1), it means such higher amount;

„incentive bonus” means the additional remuneration earned by an employee in terms of clause 11;

„incentive system” means any system under which an employee’s remuneration is based on the quantity of work done;

„laboratory helper” means an employee who assists in the routine operations of the laboratory under the supervision of a laboratory technician;

„laboratory technician” means an employee who has specialised training in and/or knowledge of work of a technical or technological nature;

„labourer” means an employee who is engaged in any one or more of the following activities:

- (1) Assembling tins;
- (2) assisting on delivery vehicles, other than driving or effecting repairs;
- (3) baling or wrapping in hessian for transport;
- (4) binding or strapping bales, boxes or other containers by hand;
- (5) cleaning or washing, other than cleaning liners by machine;
- (6) cleaning, sponging or polishing moulded goods by hand;
- (7) cutting up rubber or rubber compounds from the bale by hand;
- (8) delivering or collecting messages, letters or documents solely within an establishment;
- (9) emptying tanks or containers by hand;
- (10) feeding or taking off from a machine for the dipping, drying or curing of dipped Latex goods;
- (11) filling, levelling off, closing, stripping or spraying moulds or putting moulds into or removing them from curing ovens all in the production of Latex foam products;
- (12) gardening work, i.e. planting, digging, raking, mowing, weeding, watering, trimming hedges or spreading or mixing materials;
- (13) lifting, carrying, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;
- (14) loading or unloading, other than loading or unloading presses;
- (15) making or maintaining fires (other than in a boiler) or burning waste or damaged materials;
- (16) making tea or similar beverages for employees;
- (17) opening or closing doors or boxes, drums, bales or other packages;
- (18) operating a non-power-driven hoist;
- (19) placing articles of uniform size and number into containers specially made to contain them;
- (20) placing foam into drying ovens or removing foam therefrom;
- (21) removing refuse or ashes;
- (22) setting up by hand ready-made cardboard or fibreboard boxes or similar containers;
- (23) sieving Latex;
- (24) sorting or baling scrap;
- (25) stripping dipped Latex goods from formers or moulds or turning such goods inside out;
- (26) transferring Latex foam from maturing tank to feeding tank;
- (27) trimming foam flash or moulds for foam by hand;
- (28) using rubber or other stamps where no discretion is involved;

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

- „meulkamerversorger” ’n werknemer wat monsters neem en voorberei en ’n laboratoriummeul bedien om monsters voor te berei, en ook aantekening hou van sodanige monsters;
- „bediener van mobiele hystoestel” ’n werknemer wat ’n mobiele kragvoertuig bedien wat gebruik word vir die laai, aflaai, verskuiving of opstapel van goedere in ’n bedryfsinrigting en omvat dit die drywer van ’n industriële trekker wat een of meer sleepwaens in ’n bedryfsinrigting trek;
- „motorvoertuig” ’n kragvoertuig wat gebruik word vir die vervoer van goedere, uitgesonderd handelsreisigers se monsters en omvat dit ’n voorhaker en trekker, maar nie ’n voertuig wat uitsluitlik in ’n bedryfsinrigting gebruik word nie;
- „vormvervanger” ’n werknemer wat vorms met mobiele kragvoertuie en ander meganiese toestelle opstapel, verwyder en vervang en stoom- en pypkeke herstel;
- „nagskof” ’n werkydperk waarvan die grootste gedeelte tussen 19h00 en 05h00 val;
- „deeltydse motorvoertuigdrywer” ’n werknemer wat gewoonlik ander pligte verrig as om ’n motorvoertuig te dryf maar wat op meer as twee dae per week ’n motorvoertuig altesaam hoogstens drie uur op sodanige dag dryf, en vir die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig dryf” alle tye wat die drywer dryf en alle tyd wat hy, terwyl hy vir die voertuig verantwoordelik is, aan werk in verband met die voertuig of die vraag bestee;
- „Loon A-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is:
- (1) Ambagsman;
 - (2) onderbaas;
 - (3) voorman;
- „Loon B-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:
- (1) Vervoer- en/of plat transmissiebande bou en/of nagaan;
 - (2) buitebande, tipe A2 met ’n dwarsdeursnee van 21,00 cm groter bou;
 - (3) ketel-/kragentralebediener;
 - (4) versendingsklerk;
 - (5) trommelvervanger;
 - (6) uitdrukstempels maak;
 - (7) eerstehulpbediener;
 - (8) laboratoriumtegnikus;
 - (9) onderhoudswerker;
 - (10) vormvervanger;
 - (11) ’n gomindoomasjien bedien;
 - (12) ’n kalandar bedien;
 - (13) ’n dubbeluitdrukmasjien bedien;
 - (14) gehalte- of statistiesebeheer-inspekteur;
 - (15) tabelleerklerk;
 - (16) senior veiligheidswag;
 - (17) magasynman;
 - (18) toesighouer/skofvoorman;
- „Loon C-Werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:
- (1) Fabrieksklerk;
 - (2) faktotum;
 - (3) V-Bande nagaan;
 - (4) ongevulkaniseerde en/of gevulkaniseerde bande nagaan;
 - (5) loopvlakrubber nagaan, indien aangestel om dit te doen;
 - (6) binnebande nagaan;
 - (7) instrumentversorger;
 - (8) ’n sementmengmasjien bedien;
 - (9) ’n vervoer- en/of plattransmissiebandvulkaniseerpers bedien;
 - (10) ’n uitdrukmasjien bedien (n.e.v.);
 - (11) veiligheidswag;
 - (12) toetsmotordrywer;
- „Loon D-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:
- (1) Gereedskaphokversorger;
 - (2) eerste helper by kalandar masjien;
 - (3) eerste helper by uitdrukmasjien;
 - (4) ’n Cameron-masjien bedien (nywerheidsprodukte);
 - (5) ’n spanrandisoleermasjien en/of windwerktuig bedien;
 - (6) ’n skuinsny- en/of splitslasmasjien bedien;
 - (7) buitebande modelleer en/of vulkaniseer, uitgesonderd nywerheids- en/of fietsbande (n.e.v.);
 - (8) buitebande bou (n.e.v.);
- „Loon E-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:
- (1) Vormbinnebande bou en/of ’n beskermklaag daarop aanbring en/of vormbinnebande nagaan;

- „mill room control attendant” means an employee who is engaged in taking and preparing samples and operating a laboratory mill to prepare samples, including the recording of such samples;
- „mobile hoist operator” means an employee who is engaged in operating a mobile power-driven vehicle used in the loading unloading, moving or stacking of goods in an establishment and includes the driver of an industrial tractor towing one or more trailers within an establishment;
- „motor vehicle” means any power-driven vehicle used for conveying goods, other than travellers’ samples, and includes a mechanical horse and a tractor but does not include any vehicle used exclusively within an establishment;
- „mould changer” means an employee who is engaged in stacking, removing and replacing moulds with mobile power-driven vehicles and other mechanical devices and repairing steam and pipe leaks;
- „night shift” means any period of work the major part of which falls between the hours of 19h00 and 05h00;
- „part-time driver of a motor vehicle” means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;
- „Rate A employee” means an employee who is engaged in any one or more of the following capacities:
- (1) Artisan;
 - (2) chargehand;
 - (3) foreman;
- „Rate B employee” means an employee who is engaged in any one or more of the following capacities or operations:
- (1) Building and/or inspecting conveyor and/or flat transmission belts;
 - (2) building tyres, A2 type with a cross section of 21,00 and larger;
 - (3) boiler/power-house attendant;
 - (4) despatch clerk;
 - (5) drum changer;
 - (6) extruder die-making;
 - (7) first-aid attendant;
 - (8) laboratory technician;
 - (9) maintenance man;
 - (10) mould changer;
 - (11) operating a gum dip machine;
 - (12) operating a calender;
 - (13) operating a dual extruding machine;
 - (14) quality or statistical control inspector;
 - (15) scheduling clerk;
 - (16) senior security guard;
 - (17) storeman;
 - (18) supervisor/shift foreman;
- „Rate C employee” means an employee who is engaged in any one or more of the following capacities or operations:
- (1) Factory clerk;
 - (2) handyman;
 - (3) inspecting V-belts;
 - (4) inspecting green and/or cured tyres;
 - (5) inspecting tread rubber when so appointed;
 - (6) inspecting tubes;
 - (7) instrument attendant;
 - (8) operating cement mixing machine;
 - (9) operating conveyor and/or flat transmission belt curing press;
 - (10) operating extruding machines (n.e.s.);
 - (11) security guard;
 - (12) test car driver;
- „Rate D employee” means an employee who is engaged in any one or more of the following capacities or operations:
- (1) Attendant in the tool crib;
 - (2) first helper on calender machine;
 - (3) first helper on extruding machine;
 - (4) operating a Cameron machine (industrial products);
 - (5) operating bead insulating and/or winding machine;
 - (6) operating bias cutting and/or splicing machine;
 - (7) tyre bagging and/or curing, excluding industrial and/or cycle tyres (n.e.s.);
 - (8) tyre building (n.e.s.);
- „Rate E employee” means an employee who is engaged in any one or more of the following capacities or operations:
- (1) Air bag building and/or doping and/or checking;

- (2) vormbinnebandhandlanger;
- (3) lotte meng en/of bymekaarmaak;
- (4) batterydeksels afwerk;
- (5) spanrande bou;
- (6) buitebande van die nywerheids- en/of kruiwa- en/of fietstipes bou;
- (7) binnebande vulkaniseer;
- (8) bouer en/of vulkaniseerder van trommelbande;
- (9) masjienlaaiers vulkaniseer;
- (10) tweede helper by kalandermasjien;
- (11) tweede helper by uitdrukmasjien;
- (12) 'n Banbury-menger bedien;
- (13) 'n Cameron-masjien bedien (nie nywerheidsprodukte nie);
- (14) 'n binnebandsplitslasmasjien bedien;
- (15) ongevulkaniseerde en/of gevulkaniseerde buitebande herstel;
- (16) buitebande en enkelspanrandbande vir passasiersvoertuie en/of bakkies en/of nywerheidsenkelspanrandbande modelleer en/of vulkaniseer;

„Loon F-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Vormbinnebandbouer se helper;
- (2) straallaagbandkarkasse monter;
- (3) bandbouer;
- (4) bandbouershelper;
- (5) skuinssnymasjienoproller;
- (6) vormbinnebande en/of binnebande poleer en/of herstel;
- (7) buitebande poleer en/of die ribbe daarvan skuur;
- (8) V-bande van meer as 2 600 mm bou;
- (9) V-bande vulkaniseer;
- (10) kragvariasiemasjienbediener;
- (11) helper, Banburymengerbediening;
- (12) helper, Cameron-masjien;
- (13) helper, vervoerband- en/of plattransmissiebandvulkaniseerersbediener;
- (14) helper, vervoerband- en/of plattransmissiebandbouer;
- (15) laboratoriumhelper;
- (16) meulwerker;
- (17) bediener van mobiele hystoestel;
- (18) 'n breek- en/of slyp- en/of was- en/of raffineermeul bedien;
- (19) binnebande met die hand splitslas;
- (20) vormbinnebande uit bande haal;
- (21) buitebandboumengsel-werker;
- (22) V-bandklassifiseerder;
- (23) wag;

„Loon G-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Gom op laagstowwe aanbring;
- (2) bandbouer se assistent;
- (3) blaasmonterder;
- (4) loopvlaklae of skokstroke vervaardig;
- (5) wile omruil of buitebande aan die werkgewer se motors sit;
- (6) water uit vormbinnebande laat;
- (7) pasta aanwend;
- (8) buiteband-, vormbinneband- of binnebandvorms met kalk blaas;
- (9) bediening van 'n kragmasjien wat nie uitdruklik in hierdie klousule vermeld word nie;
- (10) 'n rubberbaalsplitsmasjien bedien;
- (11) 'n vaste balanseermasjien bedien;
- (12) buitebande met 'n masjien verf, afwerk of afspons;
- (13) deelydse motorvoertuigdrywer;
- (14) kruiwa- en/of fietstipe buitebande voorberei en/of vulkaniseer;
- (15) klappe voorberei of vulkaniseer;
- (16) binnebande voorberei vir vulkanisering;
- (17) voerings oorrol en/of herstel;
- (18) skaafstrook, versterker of spanrandkernhulsel splitslas of optol;
- (19) buitebandseksiesnyer;
- (20) V-bandbouers (minder as 2 600 mm);
- (21) V-bandwerker;
- (22) V-bandddrukker;
- (23) V-bandmengsel splits en koorde behandel;

„Loon H-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Bestellings bymekaarmaak volgens skriftelike opdragte of bestelvorms;
- (2) herstel materiaal bymekaarsit of verpak;

- (2) air bag utility man;
- (3) batch compounding and/or assembling;
- (4) battery cover finishing;
- (5) bead building;
- (6) building of tyres of the industrial and/or wheelbarrow and/or cycle types;
- (7) curing of tubes;
- (8) drum belt builder and/or cureman;
- (9) machine loader curing;
- (10) second helper on calender machine;
- (11) second helper on extruding machine;
- (12) operating Banbury mixer;
- (13) operating Cameron machine (other than industrial products);
- (14) operating tube splicing machine;
- (15) repairing of green and/or cured tyres;
- (16) bagging and/or curing tyres, passenger and/or light truck single bead tyres and/or industrial single bead tyres;

„Rate F employee” means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Air bag building helper;
- (2) assembling radial carcasses;
- (3) band builder;
- (4) band builder's helper;
- (5) bias cutter roll up;
- (6) buffing and/or repairing of air bags and/or tubes;
- (7) buffing and/or rib-grinding of tyres;
- (8) building of V-belts of more than 2 600 mm;
- (9) curing of V-belts;
- (10) force variation machine operator;
- (11) helper, Banbury mixer operating;
- (12) helper, Cameron machine;
- (13) helper, conveyor belt and/or flat transmission belt curing press operator;
- (14) helper, conveyor belt and/or flat transmission belt builder;
- (15) laboratory helper;
- (16) mill man;
- (17) mobile hoist operator;
- (18) operating cracker and/or grinder and/or wash and/or re-finer mill;
- (19) splicing of tubes by hand;
- (20) stripping air bags from tyres;
- (21) tyre building stock serviceman;
- (22) V-belt classifier;
- (23) watchman;

„Rate G employee” means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Applying gum to ply fabrics;
- (2) belt builder's assistant;
- (3) bladder assembler;
- (4) building tread plies or breakers;
- (5) changing wheels or fitting tyres to his employer's cars;
- (6) de-watering air bags;
- (7) dough application;
- (8) lime blasting tyre, air bags or tube moulds;
- (9) operating any power-driven machine not specifically mentioned in this clause;
- (10) operating a rubber bale splitting machine;
- (11) operating static balancing machine;
- (12) painting, trimming or sponging tyres by machine;
- (13) part-time driver of a motor vehicle;
- (14) preparing and/or curing wheelbarrow and/or cycle type tyres;
- (15) preparing or curing flaps;
- (16) preparing tubes for curing;
- (17) re-rolling and/or repairing liners;
- (18) splicing or spooling chafer, reinforcer or flipper;
- (19) tyre section cutter;
- (20) V-belt builders (under 2 600 mm);
- (21) V-belt flappers;
- (22) V-belt printer;
- (23) V-belt stock slitting and cord treating operator;

„Rate H employee” means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Assembling orders from written instructions or order forms;
- (2) assembling or packing repair materials;

- (3) gedeeltes van reuse-loopvlakke aanmeekaarsit;
- (4) 'n bandvormer help met klampbandvorms of sodanige vorms oop- of toemaak;
- (5) vormbinnebande brand;
- (6) vormbinnebande vir binnebande of buitebandvorms skoonmaak;
- (7) breek-, slyp-, was of raffineermeulhelpers;
- (8) miniatuurbuitebande vulkaniseer;
- (9) kleppe insit en sorteer;
- (10) instrumentkaartvervanger of inkaanvuller;
- (11) loopvlakspitslaser wat met persmasjiene werk;
- (12) vormvervanger se helper;
- (13) buitebande van vervoertoestel aflaai en hulle by 'n gepaste bergplek besorg;
- (14) binnebande verpak en poleer;
- (15) binnebandkleppe herwin of voorberei;
- (16) afvalweefsel sorteer, sny of bymeekaarmaak;
- (17) buitebandboumengsel-werker se helper;

„Loon I-werknemer” 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Oplosmiddels of rubberlym met die hand op artikels aanbring;
- (2) 'n ambagsman bystaan maar nie deur die gereedskap selfstandig te gebruik nie;
- (3) 'n buitebandmodelleerder bystaan;
- (4) Banbury-mengsel neersit of afhaal;
- (5) binnebandkleppe buig of dele van binnebandkleppe inmeekaarsit;
- (6) uitgebrande gloeilampe of fluoresseerbuisse vervang;
- (7) boodskappe, briewe of goedere te voet of per fiets of met 'n ander nie-kragaangetrewe voertuig aflewer of afhaal, anders as net binne 'n bedryfsinrigting;
- (8) laagmaker en/of sementeerder vir uitdrukmasjiene;
- (9) ander masjiene of vervoerbande as meulens of Banbury-menger voer of daarvan afneem;
- (10) gevulkaniseerde binnebande met gliserien vul;
- (11) binnebande met vloeibare rubberlym vul of binnebande sluit;
- (12) stoker;
- (13) arbeider;
- (14) goedere oplaag, dra, verskuif of opstapel deur middel van 'n voetgangerbeheerde kragvoertuig;
- (15) voerings aan ongevulkaniseerde buitebande aanbring of sodanige buitebande skroei of spuitverf;
- (16) helper vir masjienebediener (n.e.v.);
- (17) 'n hyser vir die vervoer van goedere bedien;
- (18) kiste, bale of ander pakkette sjabloneer, etiketteer of merk;
- (19) ruwe rande van gevormde goedere met die hand regsny;
- (20) met 'n gestelde massameter massa bepaal of volgens 'n gestelde maat meet;

„rubber” ook sintetiese rubber, geregenereerde rubber, afvalrubber, of saamgestelde rubber en ook eboniet, vulkaniet of 'n ander dergelike soort harde rubber;

„tabelleerklert” 'n werknemer wat onder toesig van 'n voorman of manlike klerk produksiesyfers tabelleer;

„veiligheidswag” 'n werknemer wat persele of ander eiendom bewaak en 'n ingangshek te eniger tyd kan oorneem en die reg het om te deursoek;

„senior veiligheidsag” 'n werknemer wat aan die hoof staan van veiligheidswagte en beheer oor sodanige werknemers uitoefen, en wat moet toesien dat hulle hul pligte op behoorlike wyse nakom;

„korttyd” 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapte, tekort aan grondstowwe, algemene onklaarraking van uitrusting of masjinerie of omdat die geboue onbruikbaar is of dreig om dit te word;

„magasynman” 'n werknemer wat beheer uitoefen oor voorrade inkomende goedere of klaar of halfklaar produkte en verantwoordelik is vir die ontvangs, berg, verpakking of uitpak van goedere in 'n magasyn of pakhuis, of die aflewering van goedere uit 'n magasyn of pakhuis aan verbruikersafdelings in 'n bedryfsinrigting of vir versending;

„toesighouer/skofvoorman:” 'n werknemer wat onder algemene toesig van 'n voorman beheer het oor 'n groep produksiewerknemers;

„sleepwa” 'n vervoermiddel wat deur 'n motorvoertuig getrek word;

„Buiteband- en Rubbernwyerheid” of „Nywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet of Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of moet word, met die doel om een of meer van die volgende werksaamhede te verrig:

- (1) Die vervaardiging en/of regenerering van rubber;

- (3) assembling sections of giant treads;
- (4) assisting tyre layer with clamp tyre moulds or opening or closing such moulds;
- (5) burning air bags;
- (6) cleaning tube air bags or tyre moulds;
- (7) cracker, grinder, wash or refiner mill helper;
- (8) curing miniature tyres;
- (9) inserting and sorting valves;
- (10) instrument chart changer or ink replenisher.
- (11) machine pressing tread spicer;
- (12) mould changer's helper;
- (13) off-loading tyres from conveyor into appropriate storage;
- (14) packing and polishing tubes;
- (15) reclaiming or preparing tube valves;
- (16) sorting, cutting or assembling scrap fabric;
- (17) tyre building stock-serviceman's helper;

„Rate I employee” means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Applying solvents or rubber cements to articles by hand;
- (2) assisting an artisan, other than by the independent use of tools;
- (3) assisting tyre bagger;
- (4) Banbury stock laydown or batching of;
- (5) bending tube valves or assembling tube valve parts;
- (6) changing fused bulbs or fluorescent tubes;
- (7) delivering or collecting messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle, other than solely within an establishment;
- (8) extruder machine booker and/or cementer;
- (9) feeding or taking off from machines or conveyor belts, other than feeding or taking off from mills or Banbury mixer;
- (10) filling cured tubes with glycerine;
- (11) filling tubes with liquid rubber cement or closing tubes;
- (12) fireman;
- (13) labourer;
- (14) lifting, carrying, moving or stacking goods by means of a power-driven but pedestrian controlled vehicle;
- (15) lining, searing or spray-painting uncured tyres;
- (16) machine operator, helper (n.e.s.);
- (17) operating an elevator for the conveyance of goods;
- (18) stencilling, labelling or marking boxes, bales or other packages;
- (19) trimming rough edges of moulded goods by hand;
- (20) mass-measuring to set scale or measuring to set measure;

„rubber” includes synthetic rubber, reclaimed rubber, scrap rubber or compounded rubber and includes ebonite, vulcanite or any other similar form of hard rubber;

„scheduling clerk” means an employee who, under supervision of a foreman or male clerk, is engaged in scheduling production figures;

„security guard” means an employee who is engaged in guarding premises or other property and who may take charge of an entrance gate at any time and have the right to search;

„senior security guard” means an employee who is in charge of security guards and who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

„short-time” means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

„storeman” means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to consuming departments in an establishment or for despatch;

„supervisor/shift foreman” means an employee who, under the general supervision of a foreman, is in charge of a group of production employees;

„trailer” means any conveyance drawn by a motor vehicle;

„Tyre and Rubber Manufacturing Industry” or „Industry” means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely:

- (1) The manufacture and/or reclaiming of rubber;

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—'n Bedrag wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer, moet weekliks in kontant of per tjek betaal word gedurende die werkure of binne 20 minute na uitsteektyd op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgever ooreenkom, wat gedurende die gewone kantoorure van die bedryfsinrigting maar hoogstens 24 uur na die gewone betaaldag moet wees) of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet vervat wees in 'n koevert of houer waarop die volgende getoon word, of wat vergesel moet gaan van 'n staat wat die volgende toon:

- (a) Die werkgever se naam;
 - (b) die werknemer se naam of sy betaalstaatsnommer en beroep;
 - (c) die getal gewone ure wat die werknemer gewerk het;
 - (d) die getal oortydure wat die werknemer gewerk het;
 - (e) die getal ure op 'n Sondag gewerk en die besoldiging wat daarvoor betaal is;
 - (f) die werknemer se loon;
 - (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (h) besonderhede van alle bedrae afgetrek;
 - (i) die werklike bedrag wat aan die werknemer betaal is; en
 - (j) die tydperk waarvoor betaling geskied;
- en sodanige koevert, houer of staat waarop sodanige besonderhede verskyn, word die werknemer se eiendom.

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

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

(4) *Aftrappings.*—'n Werkgever mag sy werknemers geen boetes opleë nie en hy mag geen bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir goedere gekoop;
- (b) met die skriftelike toestemming van 'n werknemer, 'n bedrag vir bydraes tot die vakvereniging;
- (c) bydraes tot die uitgawes van die Raad ingevolge klousule 16;
- (d) bedrae wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (e) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het vir die huur van 'n huis of huisvesting onder beheer van sodanige raad of ander plaaslike bestuur.

6. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

- (a) in die geval van 'n werknemer wat ses dae per week werk—
 - (i) 45 in 'n bepaalde week van Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, sewe en 'n half uur op ses dae of agt uur op 'n bepaalde dag, tensy die ure op een dag hoogstens vyf is;
- (b) in die geval van 'n werknemer wat vyf dae per week werk—
 - (i) 45 in 'n bepaalde week van Maandag tot en met Vrydag; en
 - (ii) behoudens subparagraaf (i) hiervan, nege uur op 'n bepaalde dag;

Met dien verstande dat die gewone werkure van 'n werknemer wat volgens 'n drieskiftstelsel werk en wat vyf dae per week werk, hoogstens 37½ uur in 'n bepaalde week, Maandag tot en met Vrydag, mag wees.

(2) 'n Werkgever mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as nege op 'n bepaalde dag te werk nie.

(3) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen te werk nie, sonder 'n etenspouse van minstens 'n uur waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortyd uit te maak nie:

Met dien verstande dat—

- (i) 'n werkgever met sy werknemer kan ooreenkom om die duur van sodanige etenspouse te verkort tot minstens 'n halfuur;
- (ii) waar 'n werkgever op 'n bepaalde dag weens oortydwerk 'n tweede etenspouse aan 'n werknemer moet toestaan, sodanige pouse tot 15 minute verkort kan word, mits die totale tydperk deur die werknemer na die eerste etenspouse van die dag gewerk, hoogstens sewe uur is;

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Any amount due to an employee, other than a casual employee, shall be paid weekly in cash or by cheque during the hours of work or within 20 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his occupation;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked on a Sunday and remuneration paid in respect thereof;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

and such envelope, container or statement on which these particulars are recorded shall become the property of the employee.

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

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

(4) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, insurance, savings, provident or pension funds, or goods purchased;
- (b) with the written consent of an employee, a deduction in respect of subscriptions to the trade union;
- (c) contributions to the expenses of the Council in terms of clause 16;
- (d) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (e) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation under the control of such council or other local authority.

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

- (a) in the case of an employee who works a six-day week—
 - (i) 45 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, seven and a half hours on six days or eight on any day, unless the hours on one day do not exceed five;
- (b) in the case of an employee who works a five-day week—
 - (i) 45 in any week from Monday to Friday, inclusive; and
 - (ii) subject to subparagraph (i) hereof, nine on any day:

Provided that the ordinary hours of work of an employee engaged on a three-shift system and who works a five-day week shall not exceed 37½ hours in any week. Monday to Friday, inclusive.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than nine on any day.

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

Provided that—

- (i) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour;
- (ii) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to 15 minutes, provided the total period worked by the employee after the first meal interval of the day does not exceed seven hours;

- (iii) sodanige pouse nie aan 'n ketelbediener, stoker, wag, veiligheidswag of 'n lid van die onderhoudspersoneel gedurende sy gewone werkure toegestaan hoef te word nie as hy gedurende sodanige werkure die geleentheid gegun word om 'n maaltyd te nuttig terwyl hy werk.
- (4) *Ruspouses.*—(a) 'n Werkgever moet aan elk van sy werknemers 'n ruspouse van 10 minute so na moontlik aan die middel van die eerste en tweede werktydperk van elke dag toestaan: Met dien verstande dat as die totale werktydperk hoogstens nege uur is, een ruspouse van 20 minute gedurende die eerste werktydperk toegestaan kan word.
- (b) Daar mag nie van 'n werknemer vereis of hy mag nie toegelaat word om enige werk gedurende 'n rustydperk in paragraaf (a) vermeld, te verrig nie, en sodanige tydperk word geag deel van die werknemer se gewone werkure uit te maak.
- (5) *Werkure moet agtereenvolgend wees.*—Alle werkure van 'n werknemer op 'n bepaalde dag moet agtereenvolgend wees.
- (6) *Beperking op oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—
- (a) in die geval van 'n los werknemer, twee uur op 'n bepaalde dag;
- (b) in die geval van alle ander werknemers, 10 uur in 'n bepaalde week.
- (7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werknemer nie van 'n vroulike werknemer vereis of haar toelaat om—
- (a) tussen 18h00 en 06h00 te werk nie;
- (b) na 13h00 op meer as vyf dae per week te werk nie;
- (c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat vyf dae in 'n week werk, tot hoogstens vier uur oortyd op 'n Saterdag kan werk;
- (d) oortyd op meer as drie agtereenvolgende dae in 'n bepaalde week oortyd te werk nie.
- (e) oortyd op meer as 60 dae in 'n jaar te werk nie;
- (f) na voltooiing van haar gewone werkure, meer as een uur oortyd op 'n bepaalde dag te werk nie, tensy hy—
- (i) sodanige werknemer voor middag daarvan kennis gegee het; of
- (ii) sodanige werknemer voorsien het van 'n genoegsame maaltyd en haar voldoende tyd gegun het om dit te geniet voordat sy met oortydwerk begin; of
- (iii) sodanige werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom en te geniet voordat die oortydwerk begin.
- (8) *Betaling vir oortydwerk.*—Tyd gewerk deur 'n werknemer na voltooiing van sy gewone werkure op 'n bepaalde dag word as oortyd beskou en hy moet soos volg daarvoor betaal word:
- (a) In die geval van 'n los werknemer, een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur deur hom gewerk; en
- (b) in die geval van alle ander werknemers, een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur deur hom gewerk: Met dien verstande dat as oortyd hoogstens twee en 'n half uur per dag of 10 uur per week is, die oortydbetaling vir daardie dag of week verminder kan word tot een en 'n derde maal die uurloon vir elke uur of gedeelte van 'n uur aldus deur sodanige werknemer gewerk.
- (9) *Die uitroep van werknemers.*—Ondanks subklousule (8) moet 'n werknemer wat sy gewone werkure voltooi het en die bedryfsinrigting verlaat het en dan teruggeroep word om oortyd te werk een en 'n half maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur deur hom gewerk: Met dien verstande dat 'n werknemer wat minder as vier uur op 'n bepaalde dag aldus moet werk, betaal moet word asof hy op daardie dag vier uur gewerk het.
- (10) *Gereedheidstoelae.*—Wanneer daar van 'n werknemer wat na voltooiing van sy gewone werkure die bedryfsinrigting verlaat het, vereis word om in gereedheid te wees, moet hy 'n gereedheidstoelae van R4 per skof betaal word: Met dien verstande dat—
- (i) die totale gereedheidstoelae wat deur 'n werknemer ontvang word, hoogstens R60 per maand mag wees; en
- (ii) 'n werknemer wat gedurende 'n gereedheidstydperk uitgeroep word, benewens die gereedheidstoelae, oortydbetaling betaal moet word ooreenkomstig subklousule (8).
- (11) Ondanks subklousule (8), waar 'n werknemer in 'n bepaalde week gedurende enigeen van al die gewone werkure van 'n dag of dae afwesig is, kan sodanige gewone werkure wat die werknemer nie gewerk het nie, afgetrek word van die oortydure gewerk en daar moet vir die ure aldus afgetrek, teen die werknemer se uurloon betaal word: Met dien verstande dat—
- (i) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, daar vir alle sodanige oortydure teen die werknemer se uurloon betaal word; en
- (ii) waar 'n werknemer met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van die werk afwesig is, hierdie subklousule nie van toepassing is nie en dat

- (iii) such interval need not be granted to a boiler attendant, a fireman, a watchman, a security guard or a member of the maintenance staff during his ordinary hours of work if he is given the opportunity during such hours of work of having a meal while at his work.
- (4) *Rest intervals.*—(a) An employer shall grant to each of his employees a rest interval of 10 minutes as near as practicable in the middle of the first and second work period of each day: Provided that if the total work period does not exceed nine hours, one rest interval of 20 minutes may be granted during the first work period.
- (b) An employee shall not be required or permitted to perform any work during a rest period referred to in paragraph (a) and such period shall be deemed to be part of the employee's ordinary hours of work.
- (5) *Hours of work to be consecutive.*—All hours of work of an employee on any day shall be consecutive.
- (6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—
- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee, 10 hours in any week.
- (7) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—
- (a) between 18h00 and 06h00;
- (b) after 13h00 on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than 60 days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
- (iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.
- (8) *Payment for overtime.*—Time worked by an employee after the completion of his ordinary hours of work on any day shall be regarded as overtime and shall be paid for as follows:
- (a) In the case of a casual employee, one and one third times his hourly rate in respect of each hour or part of an hour worked by him; and
- (b) in the case of any other employee, one and a half times his hourly rate in respect of each hour or part of an hour worked by him: Provided that if the overtime does not exceed two and a half hours on any one day or 10 hours in any one week the overtime payment in respect of that day or that week may be reduced to one and one-third times the hourly rate for each hour or part of an hour so worked by such employee.
- (9) *Call-out.*—Notwithstanding the provisions of subclause (8), an employee who has completed his ordinary hours of work and who has left the establishment and who is then recalled to work overtime, shall be paid one and a half times his hourly rate for each hour or part of an hour worked by him: Provided that an employee who is required so to work for less than four hours on any day shall be paid as if he had, on that day, worked four hours.
- (10) *Stand-by allowance.*—Whenever an employee who has left the establishment after completion of his ordinary hours of work is required to be on stand-by, he shall be paid a stand-by allowance of R4 per shift: Provided that—
- (i) the total stand-by allowance received by any employee shall not exceed R60 in any month; and
- (ii) any employee called out during a stand-by period shall, in addition to the stand-by allowance, be paid overtime according to subclause (8).
- (11) Notwithstanding the provisions of subclause (8), where in any one week an employee absents himself from work during any or all of the ordinary hours of a day or days, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's hourly rate: Provided that—
- (i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's hourly rate; and
- (ii) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not ap-

daar vir die oortydure in so 'n geval gewerk, die oortydloon betaal moet word wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgewer 'n doktersertifikaat van 'n werknemer kan vereis as bewys van die oorsaak van sy afwesigheid.

(12) 'n Werknemer wat meen dat hy veronreg is deur die toepassing op hom van enigeen van die bepalings van subklousule (11), kan by die Raad appél aanteken teen die beslissing en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bevestig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

(13) *Voorbehoude*.—(a) Hierdie klousule is nie op 'n wag van toepassing nie.

(b) Subklousules (3), (4), (5) en (6) is nie van toepassing op 'n werknemer wat noodwerk doen nie.

(c) Subklousule (4) is nie op 'n ketel-/kragentralebediener, stoker, eerstehulpbediener, motorvoertuigdrywer of arbeider wat op 'n afleweringvoertuig help, van toepassing nie.

(14) In die geval van 'n wag mag die gewone werkure hoogstens 72 uur per week wees, wat, wanneer nodig, 'n Sondag moet insluit, en sodanige werknemer moet vir elke week diens 'n vry periode van minstens 24 agtereenvolgende uur toegestaan word: Met dien verstande dat sy werkgewer—

(i) niks van sy wag se loon daarvoor mag aftrek nie;

(ii) in plaas daarvan om aan sy werknemer so 'n vry periode toe te staan, aan die wag die loon kan betaal wat hy sou ontvang het as hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon vir sodanige periode wat nie toegestaan is nie.

(15) 'n Werkgewer moet, voor die dag waarop en met ingang waarvan hy korttyd wil laat werk, die betrokke werknemers daarvan in kennis stel deur 'n kennisgewing of kennisgewings met dié strekking op te plak op 'n opvallende plek of plekke wat maklik vir hulle bekombaar is: Met dien verstande dat hierdie subklousule nie van toepassing is waar geen werk weens 'n onklaarraking van masjinerie of 'n ander rede buite die werkgewer se beheer aan die werknemers beskikbaar is nie, en in daardie geval moet die betrokke werknemers minstens een uur se besoldiging betaal word vanaf die tyd van die onklaarraking of ander sodanige rede.

(16) „*Diensopskorting*”—beteken die optrede wanneer die werknemer se werkure in opdrag van die werkgewer verminder word weens die staking of vermindering van uitrusting of werksaamhede: Met dien verstande dat sodanige „opskorting” nie die gevolg is van die volgende faktore nie:

(a) dissiplinêre optrede teen 'n werknemer om 'n regsgeldige rede;

(b) deelname aan 'n staking of uitsluiting en/of 'n sloerstaking, werkstopsetting of gesamentlike optrede van watter aard ook al by 'n bedryfsinrigting of bedryfsinrigtings of 'n geskil van watter aard ook al in die Republiek van Suid-Afrika;

(c) nie-produksie deur 'n bedryfsinrigting of bedryfsinrigtings weens 'n hoë syfer van delinkwente absenteïsme;

(d) 'n oorlogsdaad of vyandige optrede van 'n vreemde moondheid, organisasie of liggaam;

(e) sabotasie, onluste, opstand, rebellie, sedisie of burgerlike oproer;

(f) onklaarraking of nie-beskikbaarheid van uitrusting, masjinerie of materiaal wat lei tot 'n „diensopskorting” van hoogstens een dag, behoudens subklousule (15) hiervan;

(g) 'n natuurmag, *vis major* of *casus fortuitus*;

(h) 'n klokkeel of verbodsbepalings deur die Sentrale Regering of 'n ander plaaslike owerheid;

(i) sluiting van die bedryfsinrigting vir hoogstens een dag met die oog op die jaarlikse voorraadopname.

As die werkgewers die werknemers se diens opskort moet hulle aan dié werknemers in 'n kalenderjaar die maksimum bedrag op die volgende grondslag betaal:

(i) Alle werknemers met nie meer as vyf kalenderjare ononderbroke diens by dieselfde werkgewer: Drie dae se basiese besoldiging;

(ii) alle werknemers met meer as vyf kalenderjare ononderbroke diens maar minder as 10 kalenderjare ononderbroke diens by dieselfde werkgewer: Vier dae se basiese besoldiging;

(iii) alle werknemers met 10 of meer kalenderjare ononderbroke diens by dieselfde werkgewer: Ses dae se basiese besoldiging.

In dié verband beteken „basiese besoldiging” die geld wat aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure en moet dit die bedrag wees in klousule 4 (1) hiervan voorgeskryf.

7. JAARLIKSE VERLOF

(1) 'n Werkgewer moet verlof met besoldiging van minstens drie weke aan 'n werknemer toestaan, waarvan minstens twee weke toegestaan moet word gedurende 'n tydperk wat voor of op 24 Desember begin.

(2) Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof, vir elke voltooide maand diens by dieselfde werkgewer verlofbesoldiging betaal word wat een twaalfde van die loon

ply and the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

(12) Any employee who is aggrieved by the application to him of any of the provisions of subclause (11) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(13) *Savings*.—(a) The provisions of this clause shall not apply to a watchman.

(b) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee engaged on emergency work.

(c) The provisions of subclause (4) shall not apply to a boiler/power-house attendant, fireman, first-aid attendant, driver of a motor vehicle or a labourer assisting on a delivery vehicle.

(14) In the case of a watchman the ordinary hours of work shall not exceed 72 hours per week which shall include a Sunday when required and such employee shall be granted a free period of at least 24 consecutive hours in respect of every week of employment: Provided that his employer—

(i) makes no deduction from his watchman's wage in respect thereof;

(ii) may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

(15) An employer shall, prior to the day on and from which he intends to work short-time, notify the employees concerned by posting up a notice or notices to this effect in a prominent place or places easily accessible to them: Provided that this subclause shall not apply where no work is available to an employee on account of a breakdown of machinery or other cause beyond the control of the employer, in which event the employees concerned shall be given not less than one hour's pay from the time of the breakdown or other such cause.

(16) „*Lay-off*”—means the action when at the instance of the employer, the employee's working hours are reduced by reason of the discontinuation or reduction of plant or operation: Provided that such „lay-off” is not the consequence of—

(a) disciplinary action against an employee for any good and sufficient reason recognised by law;

(b) participation in a strike or lock-out and/or any slow-down, work stoppage or concerted action of any kind at any plant or plants, or any dispute of any kind in the Republic of South Africa;

(c) non-production by a plant or plants by reason of a high rate of delinquent absenteeism;

(d) any warlike or hostile act of a foreign power, organisation or body;

(e) any act of sabotage, riot, insurrection, revolt, sedition or civil commotion;

(f) any breakdown or unavailability of plant, machinery or material, resulting in a „lay-off” of one day or less, subject to subclause (15) hereof;

(g) any act of God; *vis major* or *casus fortuitus*;

(h) any curfew or prohibition measures by the Central Government or any other locally constituted authority;

(i) shut-down of plant for one day or less for the purpose of annual inventory.

If the employees are laid off work by the employers, the employers shall pay such employees in any one calendar year the maximum amount on the following basis:

(i) All employees with not more than five calendar years' continuous service with the same employer: Three days' basic pay;

(ii) all employees with more than five calendar years' continuous service, but less than 10 calendar years' continuous service with the same employer: Four days' basic pay;

(iii) all employees with 10 calendar years' continuous service or more with the same employer: Six days' basic pay.

In this regard, „basic pay” shall mean the money payable to an employee in respect of the ordinary hours of work and shall be the amount prescribed in clause 4 (1) hereof.

7. ANNUAL LEAVE

(1) An employer shall grant to an employee paid leave of not less than three weeks, of which not less than two weeks shall be granted during a period commencing not later than 24 December.

(2) Every employee shall be paid not later than the last working day before the commencement of such leave, leave pay amounting to one twelfth of the wage he would earn during the period of leave being

beloop wat hy sou verdien gedurende die verloftydperk wat toegestaan is. Indien 'n werknemer minder as drie aaneenlopende weke lank gedurende Desember met verlof gaan, moet die res van sy verlof na goeëddunke van die werkgewer gedurende 'n ander tyd van die jaar, maar voor 30 November van die daaropvolgende jaar, toegestaan word, en is bogenoemde voorwaardes met betrekking tot verlofbesoldiging *mutatis mutandis* van toepassing: Met dien verstande dat die werkgewer die reg het om 'n werknemer wat nie sy volle verlof geneem het of toegestaan is nie in plaas daarvan te betaal.

(3) Sodanige verlof mag nie met die diensopseggingstermyn van 'n werknemer of 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, verrig of met 'n tydperk van siekteverlof kragtens klousule 9 van hierdie Ooreenkoms saamval nie.

(4) As 'n openbare vakansiedag in klousule 10 (1) vermeld binne die jaarlikse verloftydperk val, moet sodanige openbare vakansiedag by genoemde tydperk gevoeg word as 'n verdere verloftydperk en die werknemer moet terselfdertyd vir sodanige openbare vakansiedag 'n bedrag betaal word in ooreenstemming met klousule 10 (1).

(5) As die dienskontrak van 'n werknemer voor die begin van die jaarlikse verloftydperk beëindig word, moet die werkgewer 'n bedrag, bereken op die grondslag in subklousule (2), bepaal, aan sodanige werknemer betaal ten opsigte van die verlofbesoldiging wat op die datum van sodanige beëindiging aan hom verskuldig is:

Met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om kennis, soos in klousule 13 voorgeskryf, te gee of uit te dien, tensy die werkgewer afgesien het van sodanige kennisgewing of die werknemer die werkgewer betaal het in plaas van die kennisgewing; of

(ii) wat sy diens sonder kennisgewing en sonder 'n regsgeldige rede verlaat; of

(iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n regsgeldige rede vir sodanige ontslag sonder kennisgewing; nie op betaling kragtens hierdie subklousule geregtig is nie.

(6) Die verlofbesoldiging betaalbaar ingevolge subklousules (2) en (4) moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof toegestaan is of waarop sy diens beëindig word, na gelang van die geval: Met dien verstande dat waar 'n werknemer besoldig word op 'n ander grondslag as volgens die tyd werklik deur hom gewerk, sy besoldiging vir die berekening van die verlofbesoldiging wat aan hom verskuldig is, bereken moet word asof hy per uur betaal is en op 'n bepaalde datum bepaal moet word deur die totale loon wat gedurende die 13 weke onmiddellik voor daardie datum of gedurende sy totale dienstydperk by die betrokke werknemer, naamlik die kortste tydperk, aan hom betaal is, te deel deur die getal gewone werke wat hy gewerk het gedurende die tydperk waarvoor sodanige loon betaal is.

(7) 'n Tydperk waarin 'n werknemer—

(a) kragtens hierdie klousule met verlof is; of

(b) militêre diens ingevolge die Verdedigingswet, 1957, verrig, vir 'n tydperk van hoogstens vier maande; of

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

(d) kragtens klousule 9 met siekteverlof afwesig is;

word vir die toepassing van hierdie klousule geag diens te wees.

(8) Vir die toepassing van hierdie klousule word diens geag te begin met ingang van—

(a) die datum waarop die werknemer by die werkgewer in diens tree; of

(b) die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het;

naamlik die jongste datum.

(9) Die verlof in subklousule (1) voorgeskryf, moet aan 'n werknemer wat noodsaaklike werk verrig toegestaan word op 'n tyd deur die werkgewer vasgestel: Met dien verstande dat indien sodanige verlof nog nie voorheen toegestaan is nie, dit so toegestaan moet word dat die verlof 'n aanvang neem binne vier maande na afloop van die 12 maande diens waarop dit betrekking het, en die orige bepalings van hierdie klousule is *mutatis mutandis* van toepassing op 'n werknemer wat noodsaaklike werk verrig.

8. JAARLIKSE BONUS

(1) Behoudens subklousule (2), moet elke werkgewer in Desember elke jaar aan elke werknemer 'n jaarlikse bonus betaal wat soos hieronder bereken is en vir die toepassing van hierdie klousule word „diens” geag te begin op die datum waarop die werknemer laas by die werkgewer in diens getree het:

<i>Jare ononderbroke diens by dieselfde werkgewer</i>	<i>Jaarlikse bonus</i>
Minder as een jaar diens	Minstens 4 persent van verdienste.
Een jaar diens of langer maar minder as vyf jaar diens	Minstens 6 persent van verdienste.
Vyf jaar diens of langer maar minder as 10 jaar diens	Minstens 7 persent van verdienste.
Tien jaar diens en langer	Minstens 8½ persent van verdienste.

given, for each completed month of employment with the same employer. In the event of an employee proceeding on less than three consecutive weeks' leave during December, the balance of his leave shall be granted at the employer's discretion during any other time of the year but prior to 30 November of the following year, and the above conditions relating to leave payment shall *mutatis mutandis* apply: Provided that the employer shall have the right to pay an employee who has not taken or been given his full leave in lieu thereof.

(3) The period of such leave shall not be concurrent with any period during which an employee is under notice of termination of employment or is doing military service in pursuance of the Defence Act, 1957, nor with any period of sick leave granted in terms of clause 9 of this Agreement.

(4) If any public holiday referred to in clause 10 (1) falls within the period of annual leave, such public holiday shall be added to the said period as a further period of leave and the employee shall, at the same time, be paid in respect of such public holiday, in accordance with the provisions of clause 10 (1).

(5) Should the contract of employment of an employee be terminated before the commencement of annual leave, the employer shall pay to such employee, in respect of leave pay due to him as at the date of such termination, an amount calculated on the basis provided for in sub-clause (2):

Provided that an employee—

(i) who leaves his employment without having given or served the period of notice prescribed in clause 13, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without notice and without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice; shall not be entitled to any payment by virtue of this subclause.

(6) The amount of leave pay payable in terms of subclauses (2) and (4) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment terminates, as the case may be: Provided that whenever an employee is remunerated on a basis other than in accordance with time actually worked by him, his rate of pay shall, for the purpose of calculating the leave pay due to him, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing the total wages paid to him during the period of 13 weeks immediately preceding that date or during the total period of his employment with the employer concerned, whichever is the shorter, by the number of ordinary hours worked by him during the period in respect of which such wages were paid.

(7) Any period during which an employee—

(a) is on leave in terms of this clause; or

(b) does military service in pursuance of the Defence Act, 1957, up to a maximum of four months; or

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

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

shall be deemed to be employment for the purposes of this clause.

(8) For the purposes of this clause employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to annual leave;

whichever is the later.

(9) The leave prescribed in subclause (1) shall be granted to an employee on essential work at a time to be fixed by the employer: Provided that if such leave has not been granted earlier, it shall be granted so as to commence within four months of the completion of the 12 months of employment to which it relates; and the remaining provisions of this clause shall *mutatis mutandis* apply in respect of an employee on essential work.

8. ANNUAL BONUS

(1) Every employer shall, subject to the provisions of subclause (2) and in December of each year, pay to each employee an annual bonus calculated as follows, and for the purposes of this clause "service" shall be deemed to commence on the date on which the employee last entered the employer's service:

<i>Years of continuous service with the same employer</i>	<i>Annual bonus</i>
Less than one year's service	Not less than 4 per cent of earnings.
One year's service or more but less than five years' service	Not less than 6 per cent of earnings.
Five years' service or more but less than 10 years' service	Not less than 7 per cent of earnings.
Ten years' service and over	Not less than 8½ per cent of earnings.

(2) Die betaling van die jaarlikse bonus is aan die volgende voorwaardes onderworpe:

- (a) Die werknemer moet op die datum van betaling van sodanige bonus by sy werkgever in diens wees;
- (b) die bonus moet weekliks oploep teen die skaal wat dan van toepassing is in ooreenstemming met die tabel in subklousule (1);
- (c) indien 'n werknemer sonder sy werkgever se toestemming van die werk wegbly, val aan hom geen bonus toe vir die volgende tydperke nie:
 - (i) Een week ten opsigte van die eerste dag van afwesigheid;
 - (ii) twee weke ten opsigte van die tweede dag van afwesigheid;
 - (iii) vier weke ten opsigte van die derde dag van afwesigheid;
 - (iv) agt weke ten opsigte van die vierde dag van afwesigheid;
 - (v) 16 weke ten opsigte van die vyfde dag van afwesigheid;
 - (vi) 32 weke ten opsigte van die sesde dag van afwesigheid;
 - (vii) 52 weke ten opsigte van die sewende dag van afwesigheid:

Met dien verstande dat hierdie paragraaf nie van toepassing is nie—

- (i) op afwesigheid weens siekte wat hoogstens 26 weke in 'n bepaalde jaar beloop: Voorts met dien verstande dat die werkgever die reg het om van die werknemer te vereis om 'n doktersertifikaat te toon waarin die rede vir sy afwesigheid vermeld word; of
 - (ii) indien die werkgever in gebreke gebly het om die werknemer binne 14 dae na die laaste dag van sodanige afwesigheid mee te deel dat geen bonus aan hom toegeval het nie;
- (d) 'n werknemer wat van die werk afwesig is weens siekte wat hoogstens 26 weke in 'n bepaalde jaar beloop, word by berekening van die bonus geag die loon te ontvang het wat in klousule 4 (1) voorgeskryf word vir die klas werk wat hy op daardie stadium verrig.
- (3) Vir die toepassing van hierdie klousule beteken „verdienste” die besoldiging, uitgesonderd oortydbesoldiging en skoftoeleas, wat gedurende 'n tydperk van 12 maande eindigende nie vroeër nie as 1 Oktober elke jaar, aan 'n werknemer betaal is.
- (4) Ondanks subklousule (2) (a), moet die bonus wat 'n werknemer toekom, ook betaal word—
- (a) aan 'n werknemer wat afgetree het in ooreenstemming met 'n aftreeplan wat deur die werkgever in stand gehou word; en
 - (b) aan die boedel van 'n werknemer wat gesterf het sedert die betaling van die vorige bonus.
- (5) Geen werknemer wat ingevolge subklousule (2) (c) hiervan gekors is, moet verdere verlies van die jaarlikse bonus verbeur nie.

9. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan 'n werknemer wat weens ongeskiktheid van die werk afwesig is, siekteverlof met volle besoldiging toestaan wat altesaam 10 werkdag gedurende 'n bepaalde jaar diens beloop: Met dien verstande dat die werkgever van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur toon van elke, afwesigheidstydperk wat langer as twee agtereenvolgende dae duur en waarvoor betaling geëis word.

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

(3) Vir die toepassing van hierdie klousule beteken „ongeskiktheid” onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs geag word ongeskiktheid te wees gedurende 'n tydperk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(4) Hierdie klousule is nie van toepassing nie waar die werkgever 'n sieke- of ander fonds in stand hou waarkragtens 'n werknemer geregtig is om siekebesoldiging te ontvang wat altesaam minstens gelyk is aan dié waarvoor in subklousule (1) voorsiening gemaak word.

10. OPENBARE VAKANSIEDAE EN SONDAG

(1) As 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk nie, moet hy sy uurloon betaal word vir die gewone werkure vir daardie dag van die week: Met dien verstande dat waar Geloftedag, Kersdag, Nuwejaarsdag of Republiekdag op 'n Saterdag val, 'n werknemer wat nie op 'n dag werk nie, sy uurloon betaal moet word vir die getal ure waarvoor hy betaal sou geword het as die vakansiedag binne die tydperk van Maandag tot en met Vrydag geval het.

(2) Ondanks subklousule (1), word 'n werknemer van wie daar deur sy werkgever vereis word om die bepaalde skof te werk onmiddellik voor en/of na enigeen van die openbare vakansiedae in hierdie klousule vermeld, en wat tydens sodanige skof of skofte van die werk afwesig is,

(2) The payment of the annual bonus shall be subject to the following conditions:

- (a) The employee shall be in the employ of his employer at the date of payment of such bonus;
- (b) the bonus shall accrue weekly at the rate then applicable in accordance with the table contained in subclause (1);
- (c) where an employee absents himself from work without his employer's permission no bonus shall accrue to him for a period of—
 - (i) one week in respect of the first day of absence;
 - (ii) two weeks in respect of the second day of absence;
 - (iii) four weeks in respect of the third day of absence;
 - (iv) eight weeks in respect of the fourth day of absence;
 - (v) 16 weeks in respect of the fifth day of absence;
 - (vi) 32 weeks in respect of the sixth day of absence;
 - (vii) 52 weeks in respect of the seventh day of absence:

Provided that this paragraph shall not apply—

- (i) to any absence on account of illness, amounting to not more than 26 weeks in any one year: Provided further that the employer shall be entitled to call upon the employee to produce a medical certificate in proof of cause of absence; or
 - (ii) where the employer failed to notify the employee within 14 days of the last day of such absence, that no bonus has accrued to him;
- (d) an employee who is absent from work on account of illness amounting to not more than 26 weeks in any one year shall be deemed, for the purpose of the calculation of the bonus, to have been paid the wage prescribed in clause 4 (1) for the class of work on which he is then employed.
- (3) For the purposes of this clause the term “earnings” means the remuneration, excluding overtime and shift allowances, paid to an employee during a 12-month period ending not earlier than 1 October of each year.
- (4) Notwithstanding the provisions of subclause (2) (a), the amount of bonus accrued by an employee shall also be paid—
- (a) to an employee who has retired in accordance with the provisions of a retirement plan operated by the employer; and
 - (b) to the estate of an employee who has died since the payment of the previous bonus.
- (5) No employee who is suspended in terms of subclause (2) (c) hereof shall forfeit any further loss of annual bonus.

9. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to an employee who is absent from work through incapacity, sick leave on full pay amounting to 10 working days in the aggregate during any one year of employment: Provided that the employer may require the employee to provide him with a certificate signed by a registered medical practitioner showing the nature and duration of each period of absence covering more than two consecutive days for which payment is claimed.

(2) For the purposes of this clause the term “employment” shall have the same meaning as in clause 7 (7).

(3) For the purposes of this clause the term “incapacity” means inability to work owing to any sickness or injury other than sickness or injury caused by the employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of the Act.

(4) The provisions of this clause shall not apply where the employer operates a sick or other fund which entitles an employee to receive sick pay amounting, in the aggregate, to not less than that provided for in subclause (1).

10. PUBLIC HOLIDAYS AND SUNDAYS

(1) If an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Vow, Christmas Day or Republic Day he shall be paid at his hourly rate for the ordinary working hours for that day of the week: Provided that whenever the Day of the Vow, Christmas Day, New Year's Day or Republic Day falls on a Saturday an employee who does not work on such day shall be paid at his hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday, inclusive.

(2) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work on the scheduled shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or

nie betaal vir sodanige vakansiedag waarop hy nie gewerk het nie, tensy hy met die toestemming van die werkgewer of weens siekte of omstandighede buite sy beheer afwesig was.

(3) As 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet hy betaal word vir die getal ure ingevolge subklousule (1) betaalbaar aan 'n werknemer wat nie op sodanige dag werk nie en daarbenewens moet hy betaal word teen een en 'n half maal die uurloon vir tyd gewerk tot die getal ure ingevolge subklousule (1) betaalbaar en daarna teen twee maal die uurloon tot die gewone aanvangstyd van die volgende dag: Met dien verstande dat waar van sodanige werknemer vereis word om minder as vier uur op sodanige dag te werk hy geag word vier uur te gewerk het: Voorts met dien verstande dat in die geval van 'n werknemer van wie daar deur sy werkgewer vereis word om die skof te werk onmiddellik voor en/of na enigeen van die openbare vakansiedae in hierdie klousule vermeld en wat tydens sodanige skof van die werk afwesig is, die betaling vir werk op sodanige vakansiedag verrig, verminder kan word tot een en 'n half maal sy uurloon vir die totale tydperk wat hy op daardie dag gewerk het, tensy hy met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer afwesig was.

(4) 'n Werknemer wat meen dat hy veronreg is deur die toepassing op hom van enigeen van die bepalings van subklousules (2) en (3), kan by die Raad appél aantekene teen die beslissing en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bevestig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

(5) Waar 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet sy werkgewer of—

- (a) die werknemer—
 - (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
 - (ii) as hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone loon betaal vir die totale tydperk wat hy op sodanige Sondag gewerk het of minstens dubbel sy dagloon, naamlik die grootste bedrag; of
- (b) die werknemer minstens een en 'n derde maal sy loon betaal vir die totale tydperk wat hy op sodanige Sondag werk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy dagloon betaal: Met dien verstande dat waar so 'n werknemer minder as vier uur op so 'n Sondag moet werk, of toegelaat word om te werk, hy geag word vier uur te gewerk het.
- (6) Waar 'n werknemer 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) vermeld of op 'n Sondag val, en gedeeltelik op 'n ander kalenderdag, moet die hele skof geag word gewerk te gewees het op die kalenderdag waarop die grootste gedeelte van sodanige skof val.

11. AANSPORINGSWERK

(1) 'n Werkgewer kan, na minstens een week kennisgewing aan sy werknemer, 'n aansporingswerkstelsel invoer en die werkgewer moet sodanige werknemer wat volgens sodanige aansporingswerkstelsel werk, besoldig teen die skale wat ingevolge sodanige stelsel toepaslik is: Met dien verstande dat sodanige besoldiging minstens gelyk moet wees aan die bedrag in klousule 4 (1) voorgeskryf.

(2) Die aansporingswerkloosboek moet vir alle werknemers ter insae beskikbaar wees op die kantoor van die voorman van die betrokke afdeling.

(3) Aansporingswerkklone of basistye mag nie verander word as hulle eers vasgestel is nie, behalwe om die volgende redes:

- (a) 'n Fout in die berekening van enigeen van die partye; of
 - (b) 'n verandering in materiaal, manier of metode van produksie of die hoeveelhede; of
 - (c) 'n onderlinge ooreenkoms tussen die werkgewer en die werknemer op dieselfde wyse as dié waarvolgens 'n bonuswerkskaal gereël word.
- (4) Ten opsigte van wagtyd, moet 'n werknemer 80 persent van sy gemiddelde verdienste betaal word: Met dien verstande dat indien redelike alternatiewe werk gedurende hierdie tydperk aangebied en geweier word, betaling ten opsigte van wagtyd teen die minimum loon in klousule 4 voorgeskryf, moet geskied.
- (5) Ondanks andersluidende bepalings hierin vervat, mag 'n werkgewer nie van 'n vakleerling vereis of hom toelaat om aansporingswerk te verrig nie.
- (6) Die voorwaardes in hierdie Ooreenkoms vervat met betrekking tot oortydwerk, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is op aansporingswerknemers van toepassing.
- (7) Geen aansporingstarief waarop ooreengekom is, moet bevreëdigend geag word nie tensy sodanige tarief 'n gemiddelde werknemer wat teen die besondere aansporingswerkstarief in dien is in staat stel om minstens 10 persent meer te verdien as die tarief wat vir die klas werk in klousule 4 (1) (n) gelys is.
- (8) In die geval van 'n geskil betreffende die aansporingsbonustarief en indien daar nie tot 'n vergelyk geraak kan word nie en na oorleg-

shifts shall not be paid for such holiday not worked unless he was absent with the permission of the employer or on account of sickness or circumstances beyond his control.

(3) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Vow, Christmas Day or Republic Day, he shall be paid for the number of hours payable in terms of subclause (1) to an employee who does not work on such day and shall be paid in addition at one and one half times the hourly rate for time worked up to the number of hours payable in terms of subclause (1) and thereafter at double the hourly rate until the usual starting time of the next day: Provided that where such employee is required to work for less than four hours on such day he shall be deemed to have worked for four hours: Provided further, that in the case of an employee who is required by his employer to work on the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift, the payment for work performed on the public holiday may be reduced to one and one half times his hourly rate in respect of the total period worked by him on that day unless he was absent with the permission of his employer or on account of sickness or circumstances beyond his control.

(4) Any employee who is aggrieved by the application to him of any of the provisions of subclauses (2) and (3) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(5) Whenever an employee, other than a watchman, works on a Sunday, his employer shall either—

- (a) pay the employee—
 - (i) if he so works for a period not exceeding four hours, not less than his daily wage;
 - (ii) if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
- (b) pay him at a rate of not less than one and one third times his wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.
- (6) Whenever an employee works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major part of such shift falls.

11. INCENTIVE WORK

(1) An employer may, after giving at least one week's notice to his employee, introduce an incentive work system and the employer shall pay such employee who is employed on such incentive work system remuneration at the rates applicable under such system: Provided that such remuneration shall not be less than the amount prescribed in clause 4 (1).

(2) The incentive work rate book shall be available for inspection by all employees in the office of the foreman of the department concerned.

(3) The incentive work rates or basis times once established may not be altered except for the following reasons:

- (a) A mistake in the calculation of either side; or
- (b) a change in the material, means or methods of production or the quantities; or
- (c) a mutual arrangement between the employer and the employee in the same way as a bonus work rate is arranged.

(4) An employee shall, in respect of waiting time, be paid 80 per cent or his average earnings: Provided that if reasonable alternative employment during this period is offered and refused, payment in respect of waiting time shall be at the minimum wage prescribed in clause 4.

(5) Notwithstanding anything to the contrary contained herein, an employer shall not require or permit an apprentice to be employed on incentive work.

(6) The conditions contained in this Agreement relating to overtime, night shift work and work on Sundays and certain public holidays shall apply to incentive workers.

(7) No incentive rate agreed upon shall be considered satisfactory if such rate does not enable an average employee engaged at the particular incentive work rate to earn not less than 10 per cent above the rate for the class of work scheduled in clause 4 (1) (n).

(8) In the event of a disagreement concerning the incentive bonus work rate and failing an arrangement being arrived at and after con-

pleging met die werkwinkelvertegenwoordiger en voltydse vakvereniging-beamptes, moet die saak onverwyld na die Nywerheidsraad verwys word.

(9) Die aanpassing wat voortspruit uit die Nywerheidsraad se beslissing is van toepassing vanaf die datum deur die Nywerheidsraad bepaal.

12. UNIFORMS OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer wat van 'n werknemer vereis om oorpakke te dra of wat ingevolge 'n wet of regulasie verplig is om oorpakke aan 'n werknemer te verskaf, moet sodanige werknemer elke jaar kosteloos van twee oorpakke voorsien en sodanige oorpakke bly die eiendom van die werkgewer.

(2) Ondanks subklousule (1), moet 'n werkgewer iedere buitebandbouer en alle werknemers in diens in die vulkaniseerkamer, elke jaar kosteloos van twee oorpakke voorsien en sodanige oorpakke bly die eiendom van die werkgewer.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste vier weke diens, minstens een werkdag;

(b) na die eerste vier weke diens, minstens een week;

kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, minstens die volgende bedrag aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval:

(i) In die geval van een werkdag kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstand dat—

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

(ii) die inwerktrading van enige verbeuring of boete wat regens van toepassing is op 'n werknemer wat dros;

nie hierdeur geraak word nie.

(2) Die kennisgewing in subklousule (1) voorgeskryf, kan op enige werkdag gegee word: Met dien verstande dat—

(i) die kennisgewingtydperk nie mag saamval met of kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 7 of 'n tydperk van militêre diens nie;

(ii) kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof nie.

14. DIENSSERTIFIKAAT

By beëindiging van die dienskontrak, uitgesonderd waar 'n werknemer dros, moet 'n werkgewer sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat wat die volgende toon: Die volle name van die werkgewer en sy werknemer, die beroep van die werknemer, die datum waarop die kontrak gesluit en beëindig is en die werknemer se weekloon ten tyde van sodanige beëindiging.

15. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die ouderdom van 16 jaar in diens neem nie.

16. BYDRAES TOT DIE UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer op elke betaaldag bydraes soos in subklousule (2) van hierdie klousule gespesifiseer, aftrek van die verdienste van elk van sy werknemers, uitgesonderd vakleerlinge. By die bydraes aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maand na maand maar voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, aan die Sekretaris van die Raad (Posbus 2221, Port Elizabeth) stuur.

(2) Die bydraes ingevolge subklousule (1) is 1c per week.

(3) Benewens die bydraes in subklousules (1) en (2) bedoel, moet die werkgewer elke week 'n bedrag van 1c bydra ten opsigte van elke persoon in sy diens wat nie vir lidmaatskap van 'n geregistreerde vakvereniging kwalifiseer nie; en die orige bepalinge van subklousule (1) is *mutatis mutandis* op sodanige bydraes van toepassing.

17. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die toepassing van hierdie Ooreenkoms en dit is die plig van elke werkgewer en werknemer om sodanige persone toe te laat om dié bedryfsinrigtings binne te gaan, dié navrae te doen en te voltooi en dié dokument, boeke, loonstate, tydstate en betaalstate te ondersoek,

sultation with the shop steward and full time trade union officials, the matter shall forthwith be referred to the Industrial Council.

(9) Any adjustment resulting from the Industrial Council decision shall be applicable as from a date decided on by the Industrial Council.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer who requires an employee to wear overalls or who is required by any law or regulation to provide overalls to an employee shall, each year, provide such employee, free of charge, with two overalls and such overalls shall remain the property of the employer.

(2) Notwithstanding the provisions of subclause (1), an employer shall each year provide each tyre builder and all employees employed in the curing room, free of charge, with two overalls and such overalls shall remain the property of the employer.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than one working day's;

(b) after the first four weeks of employment, not less than one week's;

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one working day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

(ii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(2) The notice prescribed in subclause (1) may be given on any working day: Provided that—

(i) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military service;

(ii) notice shall not be given during an employee's absence on sick leave.

14. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

15. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 16 years.

16. CONTRIBUTIONS TO THE EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, contributions as specified in subclause (2) of this clause. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Secretary of the Council (P.O. Box 2221, Port Elizabeth).

(2) The contributions in terms of subclause (1) shall be 1c per week.

(3) In addition to the contributions referred to in subclauses (1) and (2) the employer shall each week contribute an amount of 1c in respect of each person in his employ who does not qualify for membership of a registered trade union and the remaining provisions of subclause (1) shall *mutatis mutandis* apply to such contributions.

17. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay

dié individue te ondervra en alles te doen wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

18. VRYSTELLINGS

(1) Die Raad kan, onderworpe aan die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling verleen van engeen van die bepalinge van hierdie Ooreenkoms op dié voorwaardes wat hy stel.

(2) Daar moet by die Sekretaris van die Raad om vrystelling aansoek gedoen word.

19. SLUITING VAN BEDRYFSINRICHTING OP 'N GEWONE WERKDAG

(1) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, kan 'n bedryfsinrigting, deur onderlinge ooreenkoms tussen die werkgewer en minstens 75 persent van sy werknemers, gesluit word gedurende enige werkdag wat vir daardie bedryfsinrigting kragtens klousule 3, gelees met klousule 6, gespesifiseer word en waar daar so vir elke bepaalde sluiting van die bedryfsinrigting ooreengekom word.

(2) Wanneer daar as gevolg van die sluiting van die bedryfsinrigting deur onderlinge ooreenkoms ingevolge subklousule (1) nie van 'n werknemer vereis word om te werk nie, kan 'n pro rata-bedrag vir die ure wat nie gewerk is nie, afgetrek word van die bedrae wat kragtens hierdie Ooreenkoms betaalbaar is.

(3) Met inagneming van die Wet op Vakleerlinge, 1944, is hierdie klousule nie op vakleerlinge van toepassing nie.

Hierdie Ooreenkoms is namens die partye op hede die 20ste dag van Oktober 1980 onderteken.

H. FERREIRA,
Voorsitter van die Raad.

R. A. MARSH,
Ondervoorsitter van die Raad.

L. E. A. CALLAGHAN,
Sekretaris van die Raad.

R.337] [20 Februarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

BUITEBAND- EN RUBBERNYWERHEID,
OOSTELIKE PROVINSIE

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Buiteband- en Rubbernywerheid, gepubliseer by Goewermentskennisgewing R.336 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 bepalinge van genoemde Wet.

S. P. BOTHA,
Minister van Mannekragbenutting

statements, interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

18. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, exemption from any of the provisions of this Agreement may be granted by the Council, subject to such conditions as it may impose.

(2) Application for exemption shall be made to the Secretary of the Council.

19. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

(1) Notwithstanding anything to the contrary contained in this Agreement, an establishment may be closed during any period of work specified for that establishment in terms of clause 3, read with clause 6, by mutual agreement between the employer and not less than 75 per cent of his employees, where such an agreement is come to for each specific closing of the establishment.

(2) Whenever an employee is not required to work as a result of the closing of the establishment by mutual agreement in terms of subclause (1), a deduction pro rata for the hours not worked may be made from the amounts payable in terms of this Agreement.

(3) Having regard to the provisions of the Apprenticeship Act, 1944, the provisions of this clause shall not apply to apprentices.

This Agreement Signed on Behalf of the Parties This 20th day of October 1980.

H. FERREIRA,
Chairman of the Council

R. A. MARSH,
Vice-Chairman of the Council

L. E. A. CALLAGHAN,
Secretary of the Council

R337] [20 February 1981

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

TYRE AND RUBBER MANUFACTURING
INDUSTRY, EASTERN PROVINCE

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 Tyre and Rubber Manufacturing Industry, published under Government Notice R336 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

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