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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1819

17 November 1995

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

CENTRAL INDUSTRIAL COUNCIL FOR THE
EXPLOSIVES AND ALLIED INDUSTRIES

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1364 of 1 September 1995 with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI,
Minister of Labour.

No. R. 1820

17 November 1995

LABOUR RELATIONS ACT, 1956

CENTRAL INDUSTRIAL COUNCIL FOR THE EXPLO-
SIVES AND ALLIED INDUSTRIES: AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking,

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1819

17 November 1995

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING

SENTRALE NYWERHEIDSRAAD VIR DIE SPRING-
STOF- EN VERWANTE NYWERHEDE

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 1364 van 1 September 1995 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 1820

17 November 1995

WET OP ARBEIDSVERHOUDINGE, 1956

SENTRALE NYWERHEIDSRAAD VIR DIE SPRING-
STOF- EN VERWANTE NYWERHEDE: OOREEN-
KOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywer-

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Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996, upon the employer and the trade unions which entered into the said Agreement and upon the employees who are members of the said unions; and

(b) in terms of section 48 (1) (b) of the Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1.1.1, 2 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1996, upon all employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

CENTRAL INDUSTRIAL COUNCIL FOR THE EXPLOSIVES AND ALLIED INDUSTRIES

AGREEMENT

entered into in accordance with the provisions of the Labour Relations Act, 1956, by and between

AECI Limited

(hereinafter referred to as the "employer"), of the one part, and the

National Employees' Trade Union

South African Boilermakers', Iron and Steel Workers', Shipbuilders', and Welders' Society

South African Electrical Workers' Association

Die Mynwerkersunie

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

being the parties to the Central Industrial Council for the Explosives and Allied Industries.

1. SCOPE OF APPLICATION

1.1 The terms of this Agreement shall —

1.1.1 be observed by the employer in respect of all his employees (excluding staff employees who are members of the trade unions which are party to this Agreement;

1.1.2 apply in the areas occupied by the following factories of the employer:

(a) The property held by African Explosives and Chemical Industries under the following deeds of transfer, in the Magisterial District of Kempton Park:

Deed of Transfer 11277/1924;
Deed of Transfer 14626/1935;
Deed of Transfer 4822/1937;
Deed of Transfer 9901/1937;
Deed of Transfer 17459/1937;
Deed of Transfer 18216/1937;
Deed of Transfer 19928/1937;
Deed of Transfer 8969/1938;
Deed of Transfer 3979/1945;
Deed of Transfer 4667/1949;
Deed of Transfer 11803/1953;
Deed of Transfer 26872/1960;
Deed of Transfer 26874/1960;
Deed of Transfer 5673/1962; and
Deed of Transfer 14167/1977,

heid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1996 eindig, bindend is vir die werkgewer en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1.1.1, 2 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1996 eindig, bindend is vir alle ander werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

SENTRALE NYWERHEIDSRaad VIR DIE SPRINGSTOF- EN VERWANTE NYWERHEDE

OOREENKOMS

ooreenkomstig die bepalings van die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen

AECI Limited

(hierna "die werkgewer" genoem), aan die een kant, en

National Employees' Trade Union

South African Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

South African Electrical Workers' Association

Die Mynwerkersunie

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

wat die partye is by die Sentrale Nywerheidsraad vir die Springstof- en Verwante Nywerhede.

1. TOEPASSINGSBESTEK

1.1 Hierdie Ooreenkoms —

1.1.1 moet deur die werkgewer nagekom word ten opsigte van al sy werknemers (uitgesonderd personeellede) wat lid is van die vakverenigings wat partye by hierdie Ooreenkoms is;

1.1.2 is van toepassing in die gebiede wat deur die volgende fabriek van die werkgewer beset word:

(a) Die eiendom gehou deur African Explosives and Chemical Industries kragtens die volgende transportaktes, in die landdrostdistrik Kempton Park:

Transportakte 11277/1924;
Transportakte 14626/1935;
Transportakte 4822/1937;
Transportakte 9901/1937;
Transportakte 17459/1937;
Transportakte 18216/1937;
Transportakte 19928/1937;
Transportakte 8969/1938;
Transportakte 3979/1945;
Transportakte 4667/1949;
Transportakte 11803/1953;
Transportakte 26872/1960;
Transportakte 26874/1960;
Transportakte 5673/1962; en
Transportakte 14167/1977,

but excluding the land leased or otherwise occupied by Triomf Fertilizer (Pty) Limited and Gypsum Industries Limited;

- (b) the property held by Cape Explosives Works Limited under the following deeds of transfer, in the Magisterial District of Somerset West:

Crown Grant, Stellenbosch Quitrents 24/10; and

Deed of Transfer 6330/1906,

but excluding the land leased or otherwise occupied by Triomf Fertilizer (Pty) Limited and Gypsum Industries Limited;

- (c) the property held by African Explosives and Chemical Industries under the following deeds of transfer, in the Magisterial District of Durban:

Deed of Grant 4635/1938;

Deed of Transfer 3138/1939;

Crown Grant 87/1955;

Deed of Grant 87/1959;

Deed of Grant 20/1964;

Deed of Transfer 11833/1965;

Certificate of Consolidated Title T13412/1977,

but excluding the land leased or otherwise occupied by Anikem (Pty) Limited, Resinkem (Pty) Limited, Triomf Fertilizer (Pty) Limited, Tioxide SA (Pty) Limited, Acrylic Products (Pty) Limited, Autoplasic (Pty) Limited and the partnership known as JV Chemicals; and

- (d) the property held by African Explosives and Chemical Industries in the Magisterial District of Johannesburg under Deed of Transfer 18558/1974.

1.2 Notwithstanding the provisions of clause 1.1, the following sections of this Agreement shall apply to apprentices, in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder:

Clauses 2 and 3;

clause 5.3 (as for class E, in so far as their personal basic salary is less than the salary of category E. Where the personal basic salary is higher than category E, then such salary shall apply;

clause 5.6;

clauses 6, 7, 8, 9 and 10;

clauses 14.1 and 14.3;

clauses 16 and 17;

clause 20 (as for "other employees").

1.3 The employer shall submit to the Council any proposals to amend the Factory Rules and Regulations as issued in the Factory Handbooks in so far as they affect conditions of employment and as currently provided for in Chapter 1 of the Factory Handbooks, and shall receive the approval of the Council prior to such amendments being put into operation: Provided, however, that the consent of the Council shall not be required in respect of any rule promulgated in pursuance of the requirements of the Basic Conditions of Employment Act, 1983, the Explosives Act, 1956, or any like legislation.

maar uitgesonderd die grond gehuur of andersins beset deur Triomf Kunsmis (Edms.) Beperk en Gypsum Industries Limited;

- (b) die eiendom gehou deur Cape Explosives Works Limited kragtens die volgende transportaktes, in die landdrosdistrik Somerset-Wes:

Staatsgrondbrief, Stellenbosch Erfpagte 24/10; en Transportakte 6330/1906,

maar uitgesonderd van die grond gehuur of andersins beset deur Triomf Kunsmis (Edms.) Beperk en Gypsum Industries Limited;

- (c) die eiendom gehou deur African Explosives and Chemical Industries kragtens die volgende transportaktes, in die landdrosdistrik Durban:

Toekenningsakte 4635/1938;

Transportakte 3138/1939;

Staatsgrondbrief 87/1955;

Toekenningsakte 87/1959;

Toekenningsakte 20/1964;

Transportakte 11833/1965; en

Sertifikaat van Verenigde Titel T13412/1977,

maar uitgesonderd die grond gehuur of andersins beset deur Anikem (Pty) Limited, Resinkem (Pty) Limited, Triomf Kunsmis (Edms.) Beperk, SA Tioxide (Pty) Limited, Acrylic Products (Pty) Limited, Acrylic Products (Pty) Limited, Autoplasic (Pty) Limited en die vennootskap bekend as JV Chemicals; en

- (d) die eiendom gehou deur African Explosives and Chemical Industries in die landdrosdistrik Johannesburg kragtens Transportakte 18558/1974.

1.2 Ondanks klousule 1.1 is die volgende klousules van hierdie Ooreenkoms van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens aangegaan of voorwaardes wat daarkragtens vasgestel is:

Klousules 2 en 3;

klousule 5.3 (soos vir klas E vir sover hulle persoonlike basiese salaris minder is as die salaris vir kategorie E. Waar die persoonlike basiese salaris hoër as vir kategorie E is, geld sodanige salaris);

klousule 5.6;

klousules 6, 7, 8, 9 en 10;

klousules 14.1 en 14.3;

klousules 16 en 17;

klousule 20 (soos vir "ander werknemers").

1.3 Die werkgewer moet alle voorstelle tot wysiging van die Fabrieksreëls en Regulasies, soos uitgereik in die Fabriekshandboeke, vir sover dit die diensvoorwaardes raak en waarvoor daar tans in Hoofstuk 1 van die Fabriekshandboeke voorsiensing gemaak word, aan die Raad voorlê en die goedkeuring van die Raad verkry alvorens sodanige wysigings in werking gestel word: Met dien verstande egter dat die toestemming van die Raad nie vereis word ten opsigte van 'n reël kragtens die vereistes van die Wet op Basiese Diensvoorwaardes, 1983, die Wet op Plofstowwe, 1956, of enige soortgelyke wetgewing nie.

2. PERIOD OF OPERATION

2.1 This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for a period as may be determined by him.

2.2 The parties may, by consent, vary the terms of this Agreement from time to time by supplementary agreements to operate concurrently with this Agreement for such period as may be decided.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and any references to an Act shall include any amendments thereto and any regulations made thereunder and, unless the contrary intention appears, words importing the masculine gender shall include the feminine; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"aggregate service" means the sum total of the periods of employment during which an employee's name has remained on the employer's register, including paid annual leave, but excluding unpaid leave (apart from unpaid sick leave) granted in excess of the equivalent of any one month in any one year of service;

"call out" means any occasion on which a stand-by employee is called to the factory outside his normal working time; and any occasion when such employee is required to perform an additional, unrelated job during the period he is at the factory;

"continuous services" means the period of employment during which an employee's name has remained continuously on the employer's register: Provided that if a break in service has been formally condoned by the employer, the register shall be adjusted to the extent of the period of employment immediately preceding the break so condoned;

"Council" means the Central Industrial Council for the Explosives and Allied Industries registered in terms of the Act;

"emergency" means circumstances beyond the employer's control;

"employee" means any payroll employee employed by or working in the employment of the employer and receiving or being entitled to receive remuneration in terms of this Agreement;

"engineering leading hand" means an engineering employee employed in a technical and/or mechanical capacity and designated as such by the factory manager;

"engineering operator" means an employee engaged in cold sawing, screwing on power driven machinery, tool polishing, case and/or tool hardening, heat treatment, repetition cutting off, delay element cutting, and operation of a radial drill with templates or without templates when the marking off is done by a journeyman;

"Explosives and Allied Industries" means, without in any way limiting the ordinary meaning of the expression, the industries in which the employer and his employees are associated for the purpose of manufacturing, together with all incidental processes, the products for which the Central Industrial Council is registered, being—

- (a) detonators, detonator tubes, explosives, fuses, igniter cord, primer clips and products manufactured from explosives;

2. GELDIGHEIDSDUUR

2.1 Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge Artikel 48 van die Wet vasstel en bly van krag vir sodanige tydperk as wat hy bepaal.

2.2 Die partye mag, met toestemming, van tyd tot tyd die bepalinge van hierdie Ooreenkoms wysig deur aanvullende ooreenkomste om gelyktydig saam met hierdie Ooreenkoms vir sodanige tydperk as wat bepaal word van krag te wees.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en waar daar na 'n Wet verwys word, omvat dit alle wysigings daarvan en alle regulasies wat daarkragtens uitgevaardig is en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook die vroulike; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"totale diens" die totaal van die dienstydperke waartydens 'n werknemer se naam op die werkgewer se register gebly het, met inbegrip van betaalde jaarlikse verlof, maar uitgesonderd onbetaalde verlof (behalwe onbetaalde siekteverlof) toegestaan bo en behalwe die ekwivalent van 'n bepaalde maand in enige bepaalde jaar diens;

"uitroep" enige geleentheid waar die bystandswerker buite sy normale werktijd na die fabriek uitgeroep word; en enige geleentheid waar sodanige werknemer gedurende die periode dat hy by die fabriek is, 'n addisionele, onverwante taak moet verrig.

"ononderbroke diens" die dienstydperk waartydens 'n werknemer se naam deurlopend op die werkgewer se register gebly het: Met dien verstande dat indien 'n onderbreking in diens formeel deur die werkgewer gekondoneer is, die register aangepas moet word tot die omvang van die dienstydperk wat die gekondoneerde tydperk onmiddellik voorafgegaan het;

"raad" die Sentrale Nywerheidsraad vir die Springstof- en Verwante Nywerhede, geregistreer kragtens die Wet;

"nood" omstandighede buite die werkgewer se beheer;

"werknemer" 'n betaalstaatswerknemer wat deur die werkgewer in diens geneem word of vir die werkgewer werk en wat ingevolge hierdie Ooreenkoms besoldiging ontvang of daarop geregtig is om besoldiging te ontvang;

"ingenieurspanleier" 'n ingenieurswerknemer in diens in 'n tegniese en/of meganiese hoedanigheid wat as sodanig deur die fabrieksbestuurder aangewys word;

"ingenieursoperateur" 'n werknemer wat werksaam is met 'n kousaag, die aanskroef van kragaangedrewe masjinerie, die poleer van gereedskap, dop- en/of gereedskapverharding, hittebehandeling, herhalingsafsny, vertraagelementsnyding en die bediening van 'n straalboor met of sonder patroonplate wat die afmerkwerk deur 'n vakman gedoen word;

"Plofstof- en Verwante Nywerhede", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerhede waarin die werkgewer en sy werknemers met mekaar geassosieer is vir die vervaardiging, asook vir alle prosesse wat daarmee gepaard gaan, van die produkte waarvoor die Sentrale Nywerheidsraad geregistreer is, synde:

- (a) Slagdoppies, slagbuis, plofstowwe, lonte, aansteekkoord, doppietoonknippe en produkte wat uit plofstowwe vervaardig is;

(b) fertilizers;

(c) acids, ammonia, animal feeds, chemicals or chemical compounds, cyanide and cyanogen products, detergents, disinfectants, fungicides, glycerine, insecticides, medical preparations, stock branding fluids and veterinary remedies;

"factory manager" means the official designated as such by the employer and shall include a deputy acting in the absence of such official;

"hours of work" means the time an employee is required to be available to be actively engaged in the work of the employer and which is recorded either by time-recording mechanisms or attendance register; but excludes meal breaks of 30 minutes or more, shift hand-over and changing/washing time, except for those employees who are required to change/wash by legislation or as determined by the employer;

"JA-employees" means employees who are subject to the AECI Job Appraisal System;

"journeyman" means an employee who has completed a contract of apprenticeship under the Manpower Training Act, 1981, or a contract of apprenticeship recognized by the Central Industrial Council, or an employee who is over 21 years of age and is in possession of a certificate recognized by the Central Industrial Council enabling him to be employed as a journeyman;

"machinist" means an employee who has served a recognized learnership or who has been accepted as a machinist by the appropriate trade union as competent to perform, and is employed on all or any of, the following classes of work:

Machining on capstan lathes, including the setting up of his own work, grinding and setting his own tools, and working to and with precision measuring instruments such as rules, callipers and the like; and

any other work from time to time agreed upon by the parties to this Agreement;

"night shift" means a shift in which not less than four hours' normal work is performed within one eight-hour period commencing before and finishing after 1 a.m., as determined at each factory: Provided that on continuous shift work, or regular two-shift work "normal work" shall include overtime;

"personal basic salary" means—

(a) basic salary as stipulated in clause 4.1 of the Agreement;

(b) any personal salary rates as a result of historical merit increases, geographical variations, etc.;

(c) market rate allowance;

"salary" means the basic salary, service increment and shift allowances referred to in clauses 4.1, 4.2 and 4.3; and in computing salary values for a portion of a month—

"one day's salary" shall, in the case of an employee working a five-day week, be $\frac{1}{5}$ th and, in the case of other employees, be $\frac{1}{26}$ th of the monthly salary;

"one week's salary" shall be the monthly salary divided by $4\frac{1}{2}$;

(b) misstowwe;

(c) sure, ammoniak, veevoere, chemikalieë of chemiese verbindings, sianied- en sianogeenprodukte, reinigingsmiddels, ontsmettingsmiddels, swamdoders, gliserien, insektedoders; mediese preparate, veemarkstowwe en veeartsenymiddels;

"fabrieksbestuurder" die beamppte wat as sodanig deur die werkgewer aangewys is; dit omvat ook 'n plaasvervanger wat in die afwesigheid van sodanige beamppte waarneem;

"werkure" die tyd dat 'n werknemer beskikbaar moet wees om aktief met die werk van die werkgewer besig te wees en wat opgeteken word hetsy deur tydoptekeninge of 'n bywoningsregister; maar uitgesonderd eetverposings van 30 minute of langer, skooftoerhandiging- en verkleewastyd, uitgesonderd werknemers van wie deur wetgewing of soos deur bestuur bepaal, vereis word om te verkleewas;

"WW-werknemers" werknemers wat onderworpe is aan die AECI-werkwaarderingstelsel;

"vakman" 'n werknemer wat 'n vakleerlingkontrak ingevolge die Wet op Mannekragopleiding, 1981, of 'n vakleerlingkontrak wat deur die Sentrale Nywerheidsraad erken word, voltooi het, of 'n werknemer ouer as 21 jaar wat in besit is van 'n sertifikaat wat deur die Sentrale Nywerheidsraad erken word en wat hom in staat stel om as vakman werksaam te wees;

"masjienwerker" 'n werknemer wat 'n erkende leerlingkap uitgedien het of wat deur die betrokke vakvereniging aanvaar is as masjienwerker wat bevoeg is om die volgende klasse werk te verrig en wat die volgende klasse werk of enige daarvan verrig:

Masjinerie op rewolwerdraaibanke, met inbegrip van die opstel van sy eie werk, die slyp en opstel van sy eie gereedskap, en werk volgens en met presisie-meetinstrumente soos liniale, meetpassers en so meer; en

enige ander werk waarvoor die partye by hierdie Ooreenkoms van tyd tot tyd ooreenkom;

"nagskof" 'n skof waartydens minstens vier ure se gewone werk binne een agt-uur-tydperk verrig word, beginnende voor en eindigende na 1 vm., soos deur elke fabriek bepaal: Met dien verstande dat in die geval van deurlopende skofwerk of gereelde tweeskofwerk, "gewone werk" oortyd insluit;

"persoonlike basiese salaris"—

(a) basiese salaris soos in klousule 4.1 van die Ooreenkoms bepaal;

(b) enige persoonlike salarisaanpassings as gevolg van vroeëre merieteverhogings, geografiese wisselings, ens.;

(c) markloontoelae;

"salaris" die basiese salaris, diensverhoging en skoftoelae in klousules 4.1, 4.2 en 4.3 bedoel; en, by die berekening van salariswaardes vir 'n gedeelte van 'n maand, is—

"een dag se salaris", in die geval van 'n werknemer wat 'n vyf-dag-week werk, $\frac{1}{5}$ ste en, in die geval van ander werknemers, $\frac{1}{26}$ ste van die maandelikse salaris;

"een week se salaris" die maandelikse salaris gedeel deur $4\frac{1}{2}$;

"shift work" means work involving, during any period of the day or night, the employment of two or more relays of workmen, and **"continuous shift work"** means shift work regularly involving three relays of workmen, extending over 24 hours a day in a sequence of morning, afternoon and night, followed by a non-productive shift until the commencement of the employee's next normal shift;

"staff employee" means an employee who is subject to the Staff Conditions of Employment.

4. REMUNERATION

4.1 Basic salaries:

4.1.1 *Engineering employees:* For those occupations in receipt of a market rate allowance prior to 31 December 1990:

Engineering employees	Minimum monthly basic salary
Leading hands	R4 440,49
Journeyman	R4 218,07
Machinists	R3 975,43
Engineering operators	R3 908,83

The employer may, at his discretion, remunerate certain trades, groups of engineering employees or individual engineering employees in excess of the prescribed minima.

4.1.2 Employees subject to job appraisal

(a)

Job class	Minimum monthly basic salary
B	R1 588,55
C	R1 688,14
D	R1 839,95
E	R2 048,07
F	R2 281,20
G	R2 555,95
H	R2 839,00
I	R3 167,86
J	R3 513,36
K	R3 908,83

The employer may, at his discretion, grant salary increases to certain employees in excess of the prescribed minima.

All monthly starting rates shall be no less than the minimum monthly basic salary of the appropriate job class to which the employee is appointed.

(a) The sum of the weighted points for the determination of category B will be up to 124 points as determined by the Job Appraisal System in the Agreement on working procedures.

(b) Each employee shall be appointed to the appropriate job class. The number of employees appointed at any time to a particular job class in each department or section shall be determined by the employer.

(c) On promotion to a higher job class an employee who is already in receipt of a basic salary less than the minimum salary applicable to the higher class shall move to the minimum basic salary applicable to the higher class or be granted a promotional increment.

4.1.3 The employer may, at his discretion, by way of monetary allowances, recognize certain qualifications and/or skills attained by employees.

"skofwerk" werk wat, gedurende enige periode van die dag of nag, die aanwending van twee of meer aflosspanne werkmense behels, en beteken "ononderbroke skofwerk" skofwerk wat gereeld drie aflosspanne werkmense behels, wat oor 24 uur per dag strek in 'n volgorde van oggend, middag en nag, gevolg deur 'n nie-produktiewe skof tot die aanvang van die werknemer se volgende normale skof;

"personeelwerknemer" 'n werknemer wat onderworpe is aan die Personeeldiensvoorwaardes.

4. BESOLDIGING

4.1 Basiese salarisse:

4.1.1 *Ingenieurswerknemers:* Vir daardie beroepe in besit van 'n markloontoelae voor 31 Desember 1990:

Ingenieurswerknemers	Minimum maandelikse basiese salaris
Spanleierwerknemers	R4 440,49
Vakmanne	R4 218,07
Masjienwerkers	R3 975,43
Ingenieursoperateurs	R3 908,83

Die werkgewer kan, na goeëdunke, sekere bedrywe, groepe ingenieurswerknemers of individuele ingenieurswerknemers, hoër salarisse betaal as die voorgeskrewe minima.

4.1.2 Werknemers onderworpe aan werkwaardering

(a)

Werkklas	Minimum maandelikse basiese salaris
B	R1 588,55
C	R1 688,14
D	R1 839,95
E	R2 048,07
F	R2 281,20
G	R2 555,95
H	R2 839,00
I	R3 167,86
J	R3 513,36
K	R3 908,83

Die werkgewer kan, na goeëdunke, salarisverhogings wat die voorgeskrewe minima oorskry, aan sekere werknemers toestaan.

Maandelikse aanvangslone moet nie minder wees nie as die minimum maandelikse basiese salaris van die toepaslike werkklas waarin die werknemer aangestel is.

(a) Die som van die aangepaste punte vir die bepaling van werkklas B is tot en met 124 punte, soos bepaal deur die Werkwaarderingstelsel in die Ooreenkoms oor werkprosedures.

(b) Elke werknemer moet in die toepaslike klas aangestel word. Die getal werknemers wat op 'n bepaalde tyd in 'n bepaalde werkklas in elke afdeling of seksie aangestel word, moet deur die werkgewer bepaal word.

(c) 'n Werknemer wat alreeds 'n basiese salaris ontvang wat minder is as die minimum salaris van toepassing op die hoër klas, moet by bevordering na 'n hoër klas, opskuif na die minimum basiese salaris van toepassing op die hoër klas, of daar moet 'n bevorderingsverhoging aan hom toegestaan word.

4.1.3 Die werkgewer kan, na goeëdunke, by wyse van geldelike toelae, sekere kwalifikasies en/of vaardighede wat deur werknemers verwerf word, erken.

4.2 Service increments: In addition to the basic salaries prescribed in clause 4.1, the following monthly service increments shall be paid based on aggregate service:

Aggregate service	Engineering employees and JA-employees in job classes B to K
After 2 years	R15,75
After 3 years	R22,05
After 4 years	R27,30
After 5 years	R32,55
After 6 years	R34,65
After 7 years	R36,75
After 8 years	R38,85
After 9 years	R40,95
After 10 years	R43,05
After 11 years	R45,15
After 12 years	R47,25
After 13 years	R49,35
After 14 years	R51,45
After 15 years	R53,55
After 16 years	R55,65
After 17 years	R57,75
After 18 years	R59,85
After 19 years	R61,95
After 20 years	R64,05

4.2.1 The provision of clause 4.2 shall not apply to an apprentice: Provided that, from the date an apprentice qualifies as and becomes a journeyman employee, he shall be paid a service increment appropriate to his total service with the employer, including his period of service as an apprentice.

4.3 Shift allowance: All employees whom the employer anticipates will be required to perform any of the types of shift work under clauses 4.3.1, 4.3.2, 4.3.3, 4.3.4 and 4.3.5 during any pay-month, shall, before commencement of such month, be designated as such by the employer. All such employees shall, in addition to the salaries payable in terms of clauses 4.1 and 4.2, be paid shift allowances as follows:

4.3.1 Continuous shift work: (Work covering 24 hours a day, 7 days a week)

Job class	Monthly shift allowances
B	R120,68
C	R131,79
D	R144,88
E	R160,97
F	R178,87
G	R200,37
H	R222,35
I	R247,88
J	R274,67
K	R305,32
Engineering employees	R316,70

4.3.2 Three-shift work: 48 hours a week — Monday to Saturday

Job class	Monthly shift allowances
B	R 59,12
C	R 66,85
D	R 75,52
E	R 85,17
F	R 96,02
G	R108,10
H	R121,54
I	R136,51
J	R153,13
K	R171,57
Engineering employees	R178,88

4.2 Diensverhogings: Benewens die basiese salarisse wat in klousule 4.1 voorgeskrif word, moet die volgende maandelikse diensverhogings, bereken volgens totale diens, betaal word:

Totale diens	Ingenieurswerknemers en JA-werknemers in klasse B tot K
Na 2 jaar	R15,75
Na 3 jaar	R22,05
Na 4 jaar	R27,30
Na 5 jaar	R32,55
Na 6 jaar	R34,65
Na 7 jaar	R36,75
Na 8 jaar	R38,85
Na 9 jaar	R40,95
Na 10 jaar	R43,05
Na 11 jaar	R45,15
Na 12 jaar	R47,25
Na 13 jaar	R49,35
Na 14 jaar	R51,45
Na 15 jaar	R53,55
Na 16 jaar	R55,65
Na 17 jaar	R57,75
Na 18 jaar	R59,85
Na 19 jaar	R61,95
Na 20 jaar	R64,05

4.2.1 Klousule 4.2 is nie op 'n vakleerling van toepassing nie: Met dien verstande dat, vanaf die datum waarop 'n vakleerling kwalifiseer en 'n vakman-werknemer word, daar 'n diensverhoging aan hom betaal moet word in ooreenstemming met sy totale diens by die werkgewer, met inbegrip van sy tydperk van diens as 'n vakleerling.

4.3 Skofoelaes: Alle werknemers van wie daar, na die werkgewer verwag, vereis sal word om enige van die tipes skofwerk ingevolge klousules 4.3.1, 4.3.2, 4.3.3, 4.3.4 en 4.3.5 gedurende enige betaalmaand te verrig, moet voor die aanvang van sodanige maand deur die werkgewer as sodanig aangewys word. Alle sodanige werknemers moet, benewens die salarisse betaalbaar ingevolge klousule 4.1 en 4.2, die volgende skofoelaes betaal word:

4.3.1 Ononderbroke skofwerk: (Werk wat 24 uur per dag, 7 dae per week duur)

Werkklas	Maandelikse skofoelaes
B	R120,68
C	R131,79
D	R144,88
E	R160,97
F	R178,87
G	R200,37
H	R222,35
I	R247,88
J	R274,67
K	R305,32
Ingenieurswerknemers	R316,70

4.3.2 Driesskofwerk: 48 uur per week — Maandag tot Saterdag

Werkklas	Maandelikse skofoelaes
B	R 59,12
C	R 66,85
D	R 75,52
E	R 85,17
F	R 96,02
G	R108,10
H	R121,54
I	R136,51
J	R153,13
K	R171,57
Ingenieurswerknemers	R178,88

4.3.3 Two-shift work: 48 hours a week

Job class	Monthly shift allowances
B	R32,83
C	R37,14
D	R41,95
E	R47,35
F	R53,34
G	R60,06
H	R67,52
I	R75,83
J	R85,07
K	R95,32
Engineering employees	R99,37

4.3.4 Three-shift work: 43 hours a week

Job class	Monthly shift allowances
B	R28,11
C	R31,78
D	R35,92
E	R40,51
F	R45,65
G	R51,41
H	R57,80
I	R64,93
J	R72,81
K	R81,59
Engineering employees	R85,07

4.3.5 Two-shift work: 43 hours a week

Job class	Monthly shift allowances
B	R12,73
C	R14,44
D	R16,30
E	R18,38
F	R20,70
G	R23,32
H	R26,22
I	R29,43
J	R33,02
K	R36,99
Engineering employees	R38,59

4.3.6 In the case of employees required to work regular shifts other than those specified in clauses 4.3.1, 4.3.2, 4.3.3, 4.3.4 and 4.3.5, they shall be paid such shift allowances as are agreed between the employer and the employees concerned, with due regard to the working pattern involved and the shift allowances prescribed in clause 4.3.

5. ADDITIONAL COMPENSATION

5.1 **Acting allowance:** An employee who acts in any position higher than that to which he is permanently appointed shall be paid an allowance for each full shift by the formula—

$$\frac{A-B}{22} \times C$$

where—

- A = minimum monthly basic salary of the job class acted in
 B = minimum monthly basic salary of the employee's job class (present)
 C = number of shifts acted in for the month.

4.3.3 Tweeskofwerk: 48 uur per week

Werkklas	Maandelikse skoftoeleas
B	R32,83
C	R37,14
D	R41,95
E	R47,35
F	R53,34
G	R60,06
H	R67,52
I	R75,83
J	R85,07
K	R95,32
Ingenieurswerknemers	R99,37

4.3.4 Driesskofwerk: 43 uur per week

Werkklas	Maandelikse skoftoeleas
B	R28,11
C	R31,78
D	R35,92
E	R40,51
F	R45,65
G	R51,41
H	R57,80
I	R64,93
J	R72,81
K	R81,59
Ingenieurswerknemers	R85,07

4.3.5 Tweeskofwerk: 43 uur per week

Werkklas	Maandelikse skoftoeleas
B	R12,73
C	R14,44
D	R16,30
E	R18,38
F	R20,70
G	R23,32
H	R26,22
I	R29,43
J	R33,02
K	R36,99
Ingenieurswerknemers	R38,59

4.3.6 In die geval van werknemers van wie daar vereis word om gereelde skofte, uitgesonderd dié in klousule 4.3.1, 4.3.2, 4.3.3, 4.3.4 en 4.3.5 gespesifiseer, te werk, moet daar aan hulle sodanige skoftoeleas betaal word as waaroor die werkgewer en die betrokke werknemers ooreengekom het, met inagneming van die betrokke werkpatroon en die skoftoeleas voorgeskryf in klousule 4.3.

5. ADDISIONELE VERGOEDING

5.1 **Toelae vir waarnemers:** 'n Werknemer wat waarnem in enige pos hoër as dié waarin hy permanent aangestel is, moet 'n toelae vir elke volle skof ontvang, bereken volgens die formule—

$$\frac{A-B}{22} \times C$$

waar—

- A = die minimum maandelikse basiese salaris van die werkklas waarin hy waarnem
 B = die minimum maandelikse basiese salaris van die werknemer se werkklas (die huidige)
 C = die aantal skofte waarin hy gedurende die maand waargeneem het.

The above formula will also apply to employees permanently appointed to job class J or K, journeymen or leading hands who acts in the position of foreman and above. The minimum monthly basic salary for a foreman specified as "A" in this formula will be equal to R4 770,00.

Any payroll employee who acts in a staff position below foreman level shall be paid a daily acting allowance for each full day he acts. The allowance shall be determined in relation to the salary applicable to the staff grade in which he is acting.

Permanent vacancies in a job class will be filled as soon as the most suitable employee has been found and the suitability of all candidates has been determined. The employer accepts that, in general, it should not take more than six months' total time to fill any particular vacancy.

5.2 Stand-by:

5.2.1 The employer may require certain employees to be on stand-by for emergency duty outside the normal working times for the employee concerned. When called out for duty an employee shall proceed by the shortest possible route and without delay to attend to the duties that he was called out for.

Upon completion of this duties the employee must return directly to his home in order that he will be available for further callouts. The employee shall be compensated for travelling time in terms of clause 5.2.4. If an employee is on stand-by on a Sunday he shall not be required for regular work on that day.

5.2.2 The following conditions shall apply to an employee on stand-by:

(a) Job class	Rate for each day employee is on stand-by from Monday to Saturday	Rate for each Sunday employee is on stand-by
B.....	R 7,61	R10,11
C.....	R 8,46	R11,33
D.....	R 9,14	R12,37
E.....	R10,00	R13,67
F.....	R10,69	R14,76
G.....	R11,53	R16,08
H.....	R12,39	R17,45
I.....	R13,10	R18,65
J.....	R13,94	R20,04
K.....	R14,67	R21,32
Engineering employees.....	R15,23	R22,36

- (b) An employee on stand-by on a paid public holiday, whether or not he is called out, shall have a day added to his annual leave.
- (c) Overtime worked on call out shall be paid for in terms of clause 5.3.1.
- (d) If local circumstances merit it, stand-by conditions may be discussed at factory level. Such discussions shall take into account the rates prescribed in clause 5.2.2.

5.2.3 Notwithstanding the provisions of clause 5.2.2, if it is considered that the provisions of clause 5.2.2 are inequitable for a specific section of employees because of extraordinary circumstances pertaining to their stand-by and call out, the employer may at any time, and from time to time, agree with the employees concerned on such conditions as would be more suited to the circumstances.

Bostaande formule is ook van toepassing op werknemers wat permanent aangestel is in werkklass J of K, vakmanne of spanleiers wat waarneem in die posisie van voorman en hoër. Die minimum maandelikse basiese salaris vir 'n voorman gespesifiseer as "A" in hierdie formule is gelyk aan R4 770,00.

'n Loonlys-werknemer wat in 'n personeelposisie laer as voormanvlak waarneem, moet 'n daaglikse waarnemerstoelae ontvang vir elke volle dag waarop hy waarneem. Die toelae word bepaal in verhouding tot die salaris wat van toepassing is op die personeelgradering waarin hy waarneem.

Permanente vakatures in 'n werkklass moet gevul word sodra die mees geskikte werknemer gevind is en die geskiktheid van alle kandidate bepaal is. Die werkgewer aanvaar dat dit oor die algemeen nie langer as altesaam ses maande neem om 'n bepaalde vakature te vul nie.

5.2 Gereedheid:

5.2.1 Die werkgewer kan van sekere werknemers vereis om "op gereedheid" te wees vir nooddiens buite die gewone werktipe vir die betrokke werknemer. Wanneer 'n werknemer uitgeroep word, moet hy sonder versuim die kortste moontlike roete volg om die pligte waarvoor hy uitgeroep is, af te handel.

Wanneer sy pligte afgehandel is, moet die werknemer direk na sy tuiste terugkeer ten einde beskikbaar te wees vir verdere uitroep. Die werknemer word ingevolge klousule 5.2.4 vir reistyd vergoed. Indien 'n werknemer op 'n Sondag "op gereedheid" moet wees, word daar nie van hom vereis om gewone werk op daardie dag te verrig nie.

5.2.2 Die volgende voorwaardes is van toepassing op 'n werknemer wat "op gereedheid" moet wees:

(a) Werkklass	Loon vir elke dag van Maandag tot Saterdag wat die werknemer "op gereedheid" is	Loon vir elke Sondag wat die werknemer "op gereedheid" is
B.....	R 7,61	R10,11
C.....	R 8,46	R11,33
D.....	R 9,14	R12,37
E.....	R10,00	R13,67
F.....	R10,69	R14,76
G.....	R11,53	R16,08
H.....	R12,39	R17,45
I.....	R13,10	R18,65
J.....	R13,94	R20,04
K.....	R14,67	R21,32
Ingenieurswerknemers.....	R15,23	R22,36

- (b) 'n Werknemer wat op 'n betaalde openbare vakansiedag "op gereedheid" moet wees, afgesien daarvan of hy uitgeroep word al dan nie, moet 'n dag by sy jaarlikse verlof bygevoeg kry.
- (c) Vir oortyd wat gewerk word wanneer hy uitgeroep word, moet ingevolge klousule 5.3.1 betaal word.
- (d) Indien die plaaslike omstandighede dit regverdig, kan gereedheidvoorwaardes op fabrieksvlak bespreek word. Sodanige besprekings moet die lone wat in klousule 5.2.2 voorgeskryf word, in ag neem.

5.2.3 Indien klousule 5.2.2. geag word onbillik teenoor 'n bepaalde seksie van die werknemers te wees as gevolg van buitengewone omstandighede wat op hul "gereedheid" en uitroeping betrekking het, kan die werkgewer ondanks klousule 5.2.2 te eniger tyd, en van tyd tot tyd, met die betrokke werknemers ooreenkom oor voorwaardes wat meer by die omstandighede pas.

5.2.4 Any employee living off the factory property who has to travel to his place of work on call out shall be paid the equivalent of half the ruling hourly overtime rate for each such call out. (In cases of inequity the provisions of clause 5.2.3 shall apply.)

5.3 *Payment of overtime:*

5.3.1 *Overtime as defined in clause 7.1 shall be paid as follows:*

Normal overtime: For each hour of overtime worked other than premium overtime, the employee concerned shall be paid according to the formula:

$$\frac{\text{Personal basic salary} \times 1,5}{186,3}$$

Premium overtime: Subject to the provisions of clause 5.6.1, for each hour worked on a Sunday or, in the case of a continuous shift worker on his recognized day off, the employee concerned shall be paid according to the formula:

$$\frac{\text{Personal basic salary} \times 2}{186,3}$$

5.3.2 Recall to work of any employee not on stand-by: An employee not on stand-by who on any day is recalled one hour or later after his normal finishing time to work overtime shall be deemed to have been on stand-by for such day and shall receive all payments as if on stand-by, unless such overtime worked had been arranged with him at least during his preceding ordinary shift.

5.3.3 *Work on a paid public holiday:*

(a) Subject to the provisions of clauses 8.1, 8.3 and 8.4, an employee who works on a paid public holiday shall have a day added to his annual holiday leave in respect of each such day worked and shall receive normal overtime payment according to the formula:

$$\frac{\text{Personal basic salary} \times 1,5}{186,3}$$

(b) Subject to the provisions of clauses 8.1, 8.3 and 8.4, an employee who works on a paid public holiday which falls on a Sunday shall have a day added to his annual leave in respect of such day worked and shall receive premium overtime payment according to the formula:

$$\frac{\text{Personal basic salary} \times 2}{186,3}$$

(c) An employee may elect to be paid in lieu of leave granted in terms of this clause at a rate which shall be agreed between the employer and the employee concerned.

(d) Subject to the provisions of clause 10, any outstanding accumulation of leave in terms of this clause shall be taken or sold when the employee proceeds on annual leave and qualifies for holiday bonus.

5.3.4 *Recall to work overtime—no work available:* In the event of an employee being recalled to work overtime, but such work being cancelled when he presents himself for work, he shall be paid a minimum amount equal to two hours at the normal hourly rate, in addition to the amount specified in clause 5.3.2.

5.4 *Subsistence allowance:* An employee who is required to be away from home overnight shall be refunded by the employer such reasonable expenses as are incurred by him in respect of board and accommodation: Provided that the provisions of clause 5.3 and clause 7 shall be held not to apply to a driver after he has ceased driving for the day.

5.2.4 'n Werknemer wat nie op die fabriekseiendom bly nie en wat, wanneer hy uitgeroep word, na sy werkplek moet reis, moet die ekwivalent van die helfte van die geldende uurlikse oortydtarief vir elke sodanige uitroep betaal word. (In gevalle van onbillikheid is klousule 5.2.3 van toepassing).

5.3 *Oortydbesoldiging:*

5.3.1 *Daar moet vir oortyd soos in klousule 7.1 omskryf, soos volg betaal word:*

Gewone oortyd vir elke uur oortyd, uitgesonderd premiumoortyd, wat gewerk word, moet die betrokke werknemer ooreenkomstig die volgende formule betaal word:

$$\frac{\text{Persoonlike basiese salaris} \times 1,5}{186,3}$$

Premium-oortyd: Vir elke uur wat daar op 'n Sondag gewerk word of, in die geval van 'n werknemer wat 'n ononderbroke skof op sy erkende vry dag werk, moet die betrokke werknemer behoudens klousule 5.6.1 ooreenkomstig die volgende formule betaal word:

$$\frac{\text{Persoonlike basiese salaris} \times 2}{186,3}$$

5.3.2 *Werknemer wat na sy werk teruggeroep word wanneer hy nie "op gereedheid" is nie:* 'n Werknemer wat nie "op gereedheid" is nie en op 'n bepaalde dag een uur of langer na sy gewone uitskeityd teruggeroep word om oortyd te werk, moet geag word "op gereedheid" te gewees het vir sodanige dag en moet alle besoldiging ontvang asof hy "op gereedheid" was, tensy sodanige oortydwerk minstens gedurende sy voorafgaande gewone skof met hom gereël was.

5.3.3 *Werk op 'n betaalde openbare vakansiedag:*

(a) Behoudens klousules 8.1, 8.3 en 8.4 moet 'n dag by die jaarlikse vakansieverlof van 'n werknemer wat op 'n betaalde openbare vakansiedag werk, gevoeg word ten opsigte van elke sodanige dag gewerk en moet hy gewone oortydbetaling ooreenkomstig die volgende formule ontvang:

$$\frac{\text{Persoonlike basiese salaris} \times 1,5}{186,3}$$

(b) Behoudens klousules 8.1, 8.3 en 8.4 moet 'n dag by die jaarlikse vakansieverlof van 'n werknemer gevoeg word wat werk op 'n betaalde openbare vakansiedag wat op 'n Sondag val ten opsigte van sodanige dag gewerk en moet hy premie-oortydbetaling ooreenkomstig die volgende formule ontvang:

$$\frac{\text{Persoonlike basiese salaris} \times 2}{186,3}$$

(c) 'n Werknemer kan verkies om in stede van die verlof wat ingevolge hierdie artikel toegestaan word, betaal te word teen 'n tarief waarop tussen die bestuur en die betrokke werknemer ooreengekom moet word.

(d) Behoudens klousule 10, moet enige uitstaande opgehoopde verlof ingevolge hierdie klousule geneem of verkoop word wanneer die werknemer sy jaarlikse verlof neem en vir 'n verlofbonus kwalifiseer.

5.3.4 *Terugroep vir oortydwerk—geen werk beskikbaar:* Indien 'n werknemer teruggeroep word om oortyd te werk, maar sodanige werk gekanselleer word wanneer hy vir werk aanmeld, word die bedrag wat in 5.3.2 gespesifiseer word, benewens bogenoemde bedrag betaal.

5.4 *Onderhoudstoelae:* 'n Werknemer van wie vereis word om oornag van sy huis weg te wees, moet deur die werkgever vergoed word vir redelike uitgawes wat hy ten opsigte van etes en verblyf aangegaan het: Met dien verstande dat klousule 5.3 en klousule 7 geag moet word nie van toepassing te wees nie op 'n drywer nadat hy ophou dryf het vir die dag.

5.5 Night shift working:

5.5.1 An employee who works night shifts as defined, shall be granted an additional day's leave on full pay for every 14 night shifts worked: Provided that an employee, other than an employee designated as a continuous shift worker in terms of clause 4.3.1 and employed on a four-week shift cycle, may elect to be paid in lieu of such leave.

5.5.2 An employee working a continuous shift covering 24 hours a day 7 days a week who becomes entitled to additional leave as provided for in 5.5.1 may elect to be paid in lieu of such leave.

5.6 Continuous shift working days:

5.6.1 The employer shall grant a long weekend at the end of the four-week cycle to an employee working a four-week shift cycle, involving regular continuous shift work covering 24 hours a day 7 days a week: Provided that the conditions for granting such a long weekend shall be as follows:

- (a) The fourth Friday of the four-week cycle shall be given off for night shift working.
- (b) The fourth Thursday of the four-week cycle shall be given off in lieu of the 12 paid public holidays which will accrue during the year. Continuous shift workers who are required to work on the Thursday of their long weekend shall be paid at premium overtime rate and have a day added to their annual leave. The employer shall endeavour to ensure that such employees are not recalled to perform work over the remainder of the long weekend where such employee had not been recalled on the Thursday of that long weekend.
- (c) An employee shall be required to work on a day-shift basis a total of four hours on the fourth Wednesday of four-week cycle or on such other day(s) as determined at local level.
- (d) None of the days specified in paragraph (a) and (b) above shall be taken as annual leave or be sold.
- (e) The shift allowance in clause 4.3.1 shall apply.

5.6.2 Employees working a continuous shift covering 24 hours a day, 7 days a week, and where such shift system does not afford a long weekend of four consecutive days at the end of the four-week cycle, shall be granted the following:

Four days off (for Sundays worked).

One day off (in lieu of night shifts worked).

One day off (1993 reduction of working hours to 43 hours per week).

Four hours off from the remaining spare shift (1993 reduction to 43-hour week).

Such employees who work on the paid public holidays may elect to be paid in lieu of the paid public holidays or have such number of days, paid leave added to their annual holiday leave.

5.7 Holiday bonus:

5.7.1 An employee shall be paid a holiday bonus equivalent to the employee's personal basic salary; and the holiday bonus from an apprentice shall be the apprentice's basic monthly salary.

Payment of the holiday bonus shall be subject to the following conditions:

An employee—

- (a) shall be paid the holiday bonus only after the completion of one or two years, continuous service provided for in paragraph (d) hereunder;

5.5 Nagskofwerk:

5.5.1 Daar moet aan 'n werknemer wat nagskof, soos omskryf, werk, 'n ekstra dag verlof met volle besoldiging toegestaan word vir elke 14 nagskofte gewerk: Met dien verstande dat 'n werknemer, uitgesonderd 'n werknemer wat ingevolge klousule 4.3.1 aangewys is as 'n werknemer wat 'n ononderbroke skof werk en wat op 'n skofsiklus van vier weke in diens is, die keuse kan uitoefen om, in plaas van sodanige verlof, betaal te word.

5.5.2 'n Werknemer wat 'n deurlopende skof werk wat 24 uur per dag 7 dae per week dek en wat geregtig word op addisionale verlof soos in 5.5.1 bepaal, kan verkies om betaal te word in plaas van sodanige verlof.

5.6 Ononderbroke skofwerksdae:

5.6.1 Die werkgewer moet 'n langnaweek aan die einde van die siklus van vier weke toestaan aan 'n werknemer wat 'n skofsiklus van vier weke werk wat gereelde ononderbroke skofwerk wat 24 uur per dag 7 dae per week dek: Met dien verstande dat die voorwaardes vir die toestaan van sodanige langnaweek soos volg is:

- (a) Nagskofwerkers moet die vierde Vrydag van die vierweksiklus afgegee word.
- (b) Die vierde Donderdag van die vierweksiklus moet afgegee word in plaas van die 12 betaalde openbare vakansiedae wat gedurende die jaar toeval. Deurlopende skofwerkers wat op die Donderdag van hulle lang naweek moet werk, moet teen premie-oortyd-tarief betaal word en 'n dag moet by hulle jaarlikse verlof gevoeg word. Die werkgewer moet poog om te verseker dat sodanige werknemers nie teruggeroep word om werk oor die res van die lang naweek te verrig waar sodanige werknemer nie op die Donderdag van daardie langnaweek teruggeroep is nie.
- (c) Daar word van 'n werknemer verwag om op 'n dagskofbasis altesaam vier uur te werk op die vierde Woensdag van die vierweksiklus of op sodanige ander dag of dae as waarop op plaaslike vlak besluit word.
- (d) Geeneen van die dae wat in (a) en (b) hierbo gespesifiseer word, mag as jaarlikse verlof geneem word of verkoop word nie.
- (e) Die skoftoelae in klousule 4.3.1 is van toepassing.

5.6.2 Werknemers wat 'n deurlopende skof werk wat 24 uur per dag 7 dae per week dek, en waar sodanige skofstelsel nie 'n lang naweek van vier agtereenvolgende dae aan die einde van die vierweksiklus bied nie, moet die volgende toegestaan word:

Vier dae af (vir Sondae gewerk).

Een dag af (in plaas van nagskofte gewerk).

Een dag af (1993-vermindering van werksure tot 43 ure per week).

Vier uur af van die oorblywende orige skof (1993-vermindering tot 43 uur per week).

Sodanige werknemers wat op die betaalde openbare vakansiedae werk, kan die keuse uitoefen om in plaas van betaalde openbare vakansiedae betaal te word, of sodanige aantal dae betaalde verlof by hul jaarlikse vakansieverlof bygevoeg te kry.

5.7 Vakansiebonus:

5.7.1 'n Werknemer moet 'n vakansiebonus gelykstaande aan die werknemer se persoonlike basiese salaris betaal word, en die vakansiebonus vir 'n vakleerling is die vakleerling se basiese maandelikse salaris. Betaling van die vakansiebonus is onderworpe aan die volgende voorwaardes:

'n Werknemer moet—

- (a) die vakansiebonus betaal word slegs na voltooiing van een of twee jaar ononderbroke diens in subparagraaf (d) hieronder bedoel;

- (b) shall not receive any payment of the holiday bonus in respect of any portion of a year worked during his first five years of continuous service if his service terminates for any reason other than those stated in paragraph (c);
- (c) shall, during his first five years of continuous service be paid $\frac{1}{12}$ th of the holiday bonus in respect of each completed month of continuous service for which he has not previously been paid holiday bonus only if he is retrenched or retired or leaves for other circumstances beyond his control and acceptable to the employer;
- (d) shall be paid the holiday bonus at the time of taking leave in terms of clause 10.3 (b): Provided that an employee with less than two years, continuous service who proceeds on leave at his own request before the anniversary date of his engagement or re-engagement shall receive the bonus on such anniversary date; however, if an employee proceeds on leave before his anniversary date at the employer's request then he shall be paid the holiday bonus immediately prior to proceedings on leave;
- (e) shall, if he has received the holiday bonus in advance and subsequently resigns or is discharged from service before completing a full cycle of 12 months' service, refund to the employer such portion of the bonus as he is not entitled to;
- (f) shall after five years of continuous service be paid $\frac{1}{12}$ th of the holiday bonus in respect of each completed month of continuous service for which he has not previously been paid holiday bonus, if such an employee voluntarily terminates his service or is discharged;
- (g) shall receive the holiday bonus not more than once in any leave cycle.

5.8 Special conditions: From time to time, occasions arise in a department or section necessitating a temporary departure from normal working routine. In such cases, the employer in consultation with employees concerned, shall with due regard to the circumstances, determine what reasonable special conditions, if any, shall apply.

6. HOURS OF WORK

6.1 The normal hours of work of an employee shall be 43 hours per week, except for an employee designated in terms of clauses 4.3.1, 4.3.2 and 4.3.3. An employee designated in terms of the above-mentioned clauses and who works in excess of 43 hours per week or in excess of the 43-hour weekly average per cycle shall be paid at overtime rates for the additional hours of work.

6.2 The normal hours of work per day of an employee on day-shift work shall be determined at local level: Provided that hours worked on a Friday prior to 1 January 1993 shall remain unchanged.

6.3 The normal hours of work per shift for an employee on shift work shall be determined at local level: Provided that in the case where continuous processes are involved, shifts of eight hours each shall be worked, unless otherwise agreed.

6.4 Where the implementation of the working hours involves positional changes to time-keeping mechanisms, such changes shall not be effected until negotiation has taken place at FCIC level.

6.5 (a) The normal starting and stopping times for the hours of work shall be determined by the employer: Provided that the employer shall, by notice displayed on his premises, notify employees of such times.

- (b) geen vakansiebonus betaal word vir 'n gedeelte van 'n jaar wat hy gedurende sy eerste vyf jaar ononderbroke diens gewerk het nie, indien sy diens beëindig word om 'n ander rede as die in (c) genoem;
- (c) gedurende sy eerste vyf jaar ononderbroke diens, $\frac{1}{12}$ de van die vakansiebonus betaal word vir elke voltooide maand ononderbroke diens waarvoor hy nie voorheen vakansiebonus betaal is nie, slegs indien hy afbetaal word of aftree of weggaan vanweë ander omstandighede buite sy beheer en wat vir die werkgever aanvaarbaar is;
- (d) die vakansiebonus betaal word ten tyde wanneer hy verlof ingevolge klousule 10.3 (b) neem: Met dien verstande dat 'n werknemer met minder as twee jaar ononderbroke diens wat op eie versoek met verlof gaan voor die herdenkingsdatum van sy indiensneming of herindiensneming die bonus op sodanige herdenkingsdatum moet ontvang; indien 'n werknemer egter op versoek van die werkgever voor sy herdenkingsdatum met verlof gaan, moet sy vakansiebonus onmiddellik voordat hy op verlof gaan, aan hom betaal word;
- (e) indien hy die vakansiebonus vooruit ontvang het en daarna bedank of uit sy diens ontslaan word voordat hy 'n volle siklus van 12 maande diens voltooi het, daardie gedeelte van die bonus waarop hy nie geregtig is nie, aan die werkgever terugbetaal;
- (f) na vyf jaar ononderbroke diens $\frac{1}{12}$ de van die vakansiebonus betaal word vir elke voltooide maand ononderbroke diens waarvoor hy nie voorheen vakansiebonus betaal is nie, indien sodanige werknemer vrywillig sy diens beëindig of ontslaan word;
- (g) die vakansiebonus hoogstens een maal in 'n verlossiklus ontvang.

5.8 Spesiale voorwaardes: Van tyd tot tyd ontstaan daar geleenthede in 'n afdeling of seksie wat 'n tydelike afwyking van die gewone werkroetine noodsaak. In sodanige gevalle moet die werkgever, in oorleg met die betrokke werknemers en met deeglike inagneming van die omstandighede, bepaal watter spesiale voorwaardes, indien enige, redelikerwys van toepassing moet wees.

6. WERKURE

6.1 Die gewone werkure van 'n werknemer is 43 uur per week behalwe vir 'n werknemer aangewys ingevolge subklousule 4.3.1, 4.3.2 en 4.3.3. 'n Werknemer wat ingevolge die bovermelde subklousules aangewys is en wat meer as 43 uur per week werk of meer as die 43 uur weeklikse gemiddelde per siklus moet teen oortydтарыe betaal word.

6.2 Die gewone werkure per dag van 'n werknemer op dagskofwerk word op plaaslike vlak bepaal: Met dien verstande dat ure wat voor Januarie 1993 op 'n Vrydag gewerk is, onveranderd bly.

6.3 Die gewone werkure per skof van 'n werknemer op skofwerk word op plaaslike vlak bepaal: Met dien verstande dat in die geval waar deurlopende prosesse betrokke is, skofte van agt uur elk gewerk word, tensy anders ooreengekom.

6.4 Waar die implementering van die werkure posisionele veranderings aan tydoptekenmeganismes behels, word sodanige veranderings nie aangebring voordat raadpleging op FCIC-vlak plaasgevind het nie.

6.5 (a) Die gewone aanvangs- en uitskeitye vir die werkure word deur die werkgever bepaal: Met dien verstande dat die werkgever, by wyse van kennisgewing op sy perseel vertoon, werknemers van sodanige tye verwittig.

(b) The employer may in consultation with the employee(s) change the times referred to in clause 6.5 (a): Provided that the hours of work shall be in accordance with clauses 6.2 and 6.3.

6.6 The employer shall, at least 24 hours before the commencement of each working week or cycle, notify employees by notice displayed on his premises of any changes to the starting and stopping times as determined in terms of clause 6.5 applicable to each employee during the ensuing week or cycle and such times shall then by the normal working times for the employee concerned until otherwise notified: Provided that, if no such notice is given, the normal working times of the employee concerned shall be those normally applicable to him in terms of clause 6.5.

6.7 The employer shall, at least 48 hours before the commencement of the working week, display on his premises a notice indicating, in respect of continuous shift employees, each employee's recognised day off for the ensuing week.

6.8 All time booked shall be to the nearest 0,1 of an hour.

6.9 If, for economic reasons, the hours of work referred to in clause 6.1 have to be changed, negotiations will take place with the employees and trade unions involved.

7. OVERTIME

7.1 Time worked outside normal working times as specified in clause 7.2 shall be deemed to be overtime for the employee concerned: Provided that work performed outside normal working times shall be regarded as overtime only if the employee has been instructed to perform such work. An employee may, at any time, be required to work overtime whether or not such overtime is continuous with his normal working time.

7.2 Overtime shall be divided into the following two categories, viz. normal and premium, and shall be paid at the following rates:

7.2.1 Normal overtime:

- (a) A Saturday for an employee whose normal working hours are worked from Monday to Friday;
- (b) recall of an employee after completion of his normal shift;
- (c) time worked outside normal working times as prescribed in clause 6;
- (d) a paid public holiday (subject to the provisions of paragraph (a) of clause 5.3.3, clause 8.1 and 8.3).

7.2.2 Premium overtime:

- (a) The Thursday and Friday for those employees referred to in clause 5.6.1 who work on those days of their long weekend;
- (b) a recognized day off by an employee designated in terms of clause 4.3.1;
- (c) a Sunday by an employee other than one designated in terms of clause 4.3.1.

7.3 All overtime booked shall be to the nearest 0,1 of an hour.

(b) Die werkgewer kan in oorlegpleging met die werknemer(s) die tye wat in artikel 6.5 (a) vermeld word, verander: Met dien verstande dat die werkure ooreenkomstig klousules 6.2 en 6.3 is.

6.6 Die werkgewer moet, minstens 24 uur voor die aanvang van elke werkswaek of siklus, werknemers deur middel van 'n kennisgewing wat op sy perseel vertoon word, in kennis stel van enige veranderings aan die aanvangs- en uitskeitye soos ingevolge subklousule 6.5 bepaal, wat op elke werknemer gedurende die volgende week of siklus van toepassing is, en sodanige tye is dan die gewone werktye vir die betrokke werknemer totdat hy anders verwittig word. Met dien verstande dat, indien geen sodanige kennisgewing gegee word nie, die gewone werktye van die betrokke werknemer tye is wat normaalweg op hom van toepassing is ingevolge subklousule 6.5.

6.7 Die werkgewer moet, minstens 48 uur voor die aanvang van die werkswaek, 'n kennisgewing op sy perseel vertoon wat, ten opsigte van werknemers wat ononderbroke skofte werk, elke werknemer se erkende vrye dag vir die volgende week aantoon.

6.8 Alle geboekte tye moet tot die naaste 0,1 van 'n uur wees.

6.9 Indien die werkure waarna daar in klousule 6.1 verwys word, om ekonomiese redes verander moet word, moet daar met die betrokke werknemers en vakverenigings onderhandel word.

7. OORTYD

7.1 Tyd wat gewerk word buite die gewone werkure in klousule 7.2 gespesifiseer, moet geag word oortyd vir die betrokke werknemer te wees: Met dien verstande dat werk wat buite die gewone werkure verrig word, geag moet word oortyd te wees slegs indien die werknemer opdrag gegee is om sodanige werk te doen. Daar kan te eniger tyd van 'n werknemer vereis word om oortyd te werk, ongeag of sodanige oortyd aaneenlopend met sy gewone werkure is, al dan nie.

7.2 Oortyd word in die volgende twee kategorieë verdeel, nl. normaal en premium, en word teen die volgende lone betaal:

7.2.1 Normale oortyd:

- (a) 'n Saterdag vir 'n werknemer wie se normale werkure van Maandag tot Vrydag gewerk word;
- (b) terugroeping van 'n werknemer na voltooiing van sy normale skof;
- (c) tyd wat buite normale werktye soos in klousule 6 voorgeskryf, gewerk word;
- (d) 'n betaalde openbare vakansiedag (onderheg aan die bepalings van paragraaf (a) van klousule 5.3.3, klousule 8.1 en 8.3).

7.2.2 Premie oortyd:

- (a) Die Donderdag en Vrydag vir daardie werknemers in klousule 5.5.2 bedoel wat op daardie dae van hul langnaweek werk;
- (b) 'n erkende vry dag deur 'n werknemer, aangewys ingevolge klousule 4.3.1;
- (c) 'n Sondag deur 'n werknemer behalwe dié aangewys ingevolge klousule 4.3.1.

7.3 Alle geboekte oortyd moet tot die naaste 0,1 van 'n uur wees.

7.4 The maximum period of overtime that may be worked by an employee in any one week shall not exceed 10 hours. This provision shall, however, not apply to an employee engaged on work necessitated by a breakdown of plant or machinery or other emergency, or in connection with the overhauling or repairing of plant or machinery that cannot be performed during ordinary working hours, nor in respect of overtime worked on a paid public holiday during hours that would have been normal working hours for the employee concerned had such day not been a paid public holiday.

8. PAID PUBLIC HOLIDAYS

8.1 Subject to the provisions of the Public Holidays Act, 1994, New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill shall be regarded as paid public holidays for employees other than those designated continuous shift workers. Subject to the provisions of clause 8.2 below the public holidays shall be celebrated on the dates on which they fall, whatever the day of the week may be.

8.2 Notwithstanding the provisions in clause 8.1, where a paid public holiday falls on a Sunday the following Monday will be regarded as a paid public holiday and the provisions in clause 5.3.3 (a) shall apply in respect of such a Monday.

8.3 All employees, other than those referred to in clause 5.6.1, who work on a paid public holiday shall have such paid public holidays added to their annual leave, and these will be taken as agreed between the employer and the employee.

8.4 Should a paid public holiday fall on a day other than a Saturday, within an annual holiday leave period of an employee, an additional day of paid leave in respect of each paid public holiday shall be granted. This shall not apply to employees referred to in clause 5.6.1.

9. SICK LEAVE

9.1 Subject to the production of medical certificates in terms of the Factory Rules and Regulations in force at any time, an employee shall be entitled to payment of his full salary in respect of any absences from work due to sickness to the extent of three weeks, which shall be accumulative, in respect of each completed year of continuous employment.

9.2 Notwithstanding the provisions of clause 9.1, an employee shall not be entitled to any payment in respect of any absence due to sickness during his first three months of employment: Provided that, in the case of an employee who has been paid for absence due to sickness after the completion of three months' continuous service and whose services terminate for any reason before the completion of 12 months' continuous service, the employer may recover from such employee payment made in excess of an amount equivalent to that for a period of sick leave *pro rata* to his period of continuous service.

9.3 Notwithstanding the provisions of clauses 9.1 and 9.2, the employer may at his discretion, in the light of the employee's record, and if he considers that the employee would otherwise suffer hardship, pay him for absence due to sickness in excess of such employee's entitlement.

7.4 Die maksimum tydperk van oortyd wat 'n werknemer gedurende enige week mag werk, mag hoogstens 10 uur wees. Hierdie bepaling is egter nie van toepassing nie op 'n werknemer wat werk verrig wat noodsaak word deur die onklaarraking van uitrusting of masjinerie of ander noodgeval, of werk in verband met die opknap of herstel van die uitrusting of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie, ook nie ten opsigte van oortyd wat op 'n openbare vakansiedag gewerk word gedurende ure wat gewone werkure vir die betrokke werknemer sou gewees het indien sodanige dag nie 'n betaalde openbare vakansiedag was nie.

8. BETAALDE OPENBARE VAKANSIEDAE

8.1 Onderhewig aan die bepalings van die Wet op Openbare Vakansiedae, 1994, moet Nuwejaarsdag, Menseregte-dag, Goeie Vrydag, Gesinsdag, Vryheidsdag, Werkersdag, Jeugdag, Nasionale Vrouedag, Erfenisdag, Dag van Versoening, Kersdag en Welwillendheidsdag as openbare vakansiedae beskou word. Behoudens die bepalings van klousule 8.2 hieronder, word die openbare vakansiedae gevier op die datums waarop hulle val, watter dag van die week dit ook al mag wees.

8.2 Ondanks die bepalings in klousule 8.1, waar 'n betaalde openbare vakansiedag op 'n Sondag val, moet die volgende Maandag as 'n betaalde openbare vakansiedag beskou word en is die bepalings in subklousule 5.3.3 (a) ten opsigte van sodanige Maandag van toepassing.

8.3 Alle werknemers, behalwe dié na wie in klousule 5.6.1 verwys word wat op 'n betaalde openbare vakansiedag werk, moet sulke betaalde openbare vakansiedae by hulle jaarlikse verlof bygevoeg kry, en hierdie dae moet geneem word soos ooreengekom tussen werkgever en die werknemer.

8.4 Indien 'n betaalde openbare vakansiedag op 'n ander dag as 'n Saterdag val binne die jaarlikse vakansieverlofperiode van 'n werknemer, moet 'n addisionele dag van betaalde verlof ten opsigte van elke betaalde openbare vakansiedag toegestaan word. Dit geld nie vir werknemers na wie in klousule 5.6.1 verwys word nie.

9. SIEKTEVERLOF

9.1 Onderworpe aan die voorlegging van 'n mediese sertifikaat ingevolge die Fabrieksreëls en -regulasies wat op daardie tydstip van krag is, is 'n werknemer geregtig op die betaling van sy volle salaris tot 'n tydperk van drie weke ten opsigte van enige afwesigheid van die werk as gevolg van siekte, oplopend ten opsigte van elke voltooide jaar van ononderbroke diens.

9.2 Ondanks klousule 9.1 is 'n werknemer nie geregtig op enige betaling ten opsigte van enige afwesigheid van die werk as gevolg van siekte gedurende sy eerste drie maande diens nie: Met dien verstande dat, in die geval van 'n werknemer wat betaal is vir afwesigheid weens siekte na die voltooiing van drie maande ononderbroke diens en wie se diens om watter rede ook al voor die voltooiing van 12 maande ononderbroke diens eindig, die werkgever betaling wat gemaak is en wat meer is as die bedrag gelykstaande aan 'n tydperk van siekteverlof in verhouding met sy tydperk van ononderbroke diens, van sodanige werknemer kan verhaal.

9.3 Ondanks klousule 9.1 en 9.2, kan die werkgever na goeë dunks, met die oog op die werknemer se rekord, en indien hy van mening is dat die werknemer sal swaarkry as gevolg daarvan, hom vir afwesigheid weens siekte méér betaal as dit waarop sodanige werknemer geregtig is.

10. ANNUAL HOLIDAY LEAVE

10.1 Annual holiday leave shall be granted to an employee as follows:

Category	With less than five years' aggregate service	With five years' or more aggregate service
All JA-employees and engineering employees	Three weeks	Four weeks

10.2 In addition to the leave granted to an employee in terms of clause 10.1, this annual holiday leave for any year shall be increased by the number of days' leave which has accrued to him in terms of clauses 5.2.2 (b), 5.3.3, 5.6.1, 5.6.2, 8.3 or 8.4 during that year.

10.3 Leave to which an employee is entitled in terms of clauses 10.1 and 10.2 shall be granted at a time or times agreed to by his employer and at the salary applicable to the employee at the time of his going on leave. All such leave shall be granted and taken so as to commence not later than four months after the completion of the relevant year of continuous service of an employee or, in the case of an employee who has agreed thereto in writing beforehand, a further two months: Provided that—

- in the case of an employee with five or more years' aggregate service who qualifies for four weeks' leave, one week or less of such leave per annum may be accumulated indefinitely;
- during any one year of service, an employee shall be granted and take at least one unbroken period of leave of two weeks or longer. The remaining leave entitlement may be taken in such period or periods as may be agreed to by his employer.

10.4 Notwithstanding the terms of clause 10.1, an employee whose service terminates for reasons other than desertion before he has completed 12 months' continuous service, shall be paid out $\frac{1}{12}$ th of his annual holiday leave entitlement for every completed month of service, plus one day's salary for every day's leave accrued in terms of clauses 5.2.2(b), 5.3.3, 5.6.2, 8.3 or 8.4, less one day's salary for every day of paid leave previously taken.

10.5 An employee whose service terminates for reasons other than desertion after he has completed 12 or more months, continuous service shall be paid out *pro rata* to his monthly salary in respect of all leave granted and not taken. Annual leave for the current year of service shall be computed on the basis of $\frac{1}{12}$ th of the leave in terms of clause 10.1 for a full year of service, in respect of every completed month of continuous service in that year. If an employee had taken leave in excess of his leave entitlement as at the termination of his service, the employer may deduct the value of such excess leave from any monies due to such employee.

11. COMPASSIONATE LEAVE

11.1 Up to five days, paid compassionate leave per occasion may be granted to an employee when a close member of his family has died, depending on the merit of each case.

11.2 A close member of the family shall mean—

- father or mother of employee or spouse of employee;
- spouse or children;
- brothers or sisters of employee.

11.3 If more than five days, compassionate leave is required then the employee may apply for annual or unpaid leave.

10. JAARLIKSE VAKANSIEVERLOF

10.1 Jaarlikse vakansieverlof moet soos volg aan 'n werknemer toegestaan word:

Kategorie	Met minder as vyf jaar totale diens	Met vyf of meer jaar totale diens
Alle WW-werknemers en ingenieurswerknemers	Drie weke	Vier weke

10.2 Benewens die verlof wat ingevolge klousule 10.1 aan 'n werknemer toegestaan word, moet hierdie jaarlikse vakansieverlof vir enige jaar vermeerder word met die aantal dae verlof wat ingevolge klousule 5.2.2 (b), 5.3.3, 5.6.1, 5.6.2, 8.3 of 8.4 gedurende daardie jaar opgehoop het.

10.3 Verlof waarop 'n werknemer ingevolge klousule 10.1 en 10.2 geregtig is, moet toegestaan word op 'n tyd of tye waarop hy en sy werkgever ooreengekom het en teen die salaris van toepassing op die werknemer ten tyde wanneer hy met verlof gaan. Alle sodanige verlof moet toegestaan en geneem word sodat dit 'n aanvang neem nie later nie as vier maande na die voltooiing van die betrokke jaar ononderbroke diens van 'n werknemer, of in die geval van 'n werknemer wat voor die tyd skriftelik daartoe ingestem het, 'n verdere twee maande daarna: Met dien verstande dat—

- in die geval van 'n werknemer wat vyf of meer jaar totale diens het en wat vir vier weke verlof kwalifiseer, kan een week of minder van sodanige verlof per jaar opgehoop word vir 'n onbepaalde tydperk;
- gedurende enige enkele jaar diens 'n werknemer minstens een ononderbroke tydperk van twee weke of meer verlof toegestaan moet word en dit moet neem. Die oorblywende verlof waarop 'n werknemer geregtig is, kan gedurende sodanige tydperk of tydperke as waartoe die werkgever ingestem het, geneem word.

10.4 Ondanks klousule 10.1 moet daar aan 'n werknemer wie se diens om 'n ander rede as drosing beëindig word voordat hy 12 maande ononderbroke diens voltooi het, $\frac{1}{12}$ de van die jaarlikse vakansieverlof waarop hy geregtig is, betaal word vir elke voltooiende maand diens, plus een dag se salaris vir elke dag verlof wat ingevolge klousules 5.2.2(b), 5.3.3, 5.6.2, 8.3 of 8.4 opgehoop het, min een dag se salaris vir elke dag verlof wat hy voorheen geneem het.

10.5 'n Werknemer wie se diens om 'n ander rede as drosing eindig nadat hy 12 of meer maande diens voltooi het, moet eweredig aan sy maandelikse salaris betaal word ten opsigte van alle verlof wat toegestaan maar nie geneem is nie. Jaarlikse verlof vir die huidige diensjaar moet bereken word op die grondslag van $\frac{1}{12}$ de van die verlof ingevolge klousule 10.1 vir elke volle jaar diens, vir elke voltooiende maand ononderbroke diens gedurende daardie jaar. Indien 'n werknemer meer verlof geneem het as waarop hy ten tyde van die beëindiging van sy diens geregtig was, kan die werkgever die geldwaarde van sodanige ongeoorloofde verlof aftrek van enige geld wat aan sodanige werknemer verskuldig is.

11. DEERNISVERLOF

11.1 Tot en met 5 dae van betaalde deernisverlof kan per geleentheid aan 'n werknemer toegestaan word, wanneer een van sy naasbestaendes gesterf het, afhangende van die meriete van elke geval.

11.2 'n Naasbestaende beteken—

- vader of moeder van werknemer (eggenoot of eggenote van werknemer se vader of moeder);
- eggenoot of eggenote, of kinders;
- broers of susters van werknemer.

11.3 Indien meer as 5 dae deernisverlof verlang word, kan die werknemer om jaarlikse of onbetaalde verlof aansoek doen.

12. MATERNITY LEAVE

12.1 A female employee shall be entitled to three months, maternity leave and shall be paid at 30% of her current monthly minimum basic salary during such period.

12.2 (a) A female employee who proceeds on maternity leave shall be guaranteed re-employment in the same or similar position after three months, absence: Provided that the employee has notified the employer two weeks before the end of the maternity leave period of her intention to return to work.

(b) The employer shall assist an employee with the payment of medical aid and pension contributions while she is on maternity leave. Only contributions that were made on behalf of the employee shall be reclaimed over a reasonable period by the employer on the employee's return to work.

12.3 Maternity leave shall be granted only to employees who have more than 12 months, continuous service with the employer.

13. STUDY LEAVE

An employee participating in the Company Educational Assistance Scheme shall be entitled to the paid study leave as provided for in the Scheme.

14. PAYMENT OF REMUNERATION

14.1 Salaries and other remuneration shall be paid at the times, which may be different for different classes and categories of employees, publicly notified by the employer from time to time, which shall be as soon after closing of the pay period as is reasonably possible: Provided that an employee whose employment terminates before the customary pay-day shall be paid his remuneration as soon as possible after termination of employment.

14.2 Payment of remuneration shall be made on behalf of each employee into a bank or building society of his choice.

14.3 No deductions of any description other than the following shall be made from the remuneration due to an employee:

14.3.1 Contributions payable by an employee in terms of clause 21.3 of this Agreement;

14.3.2 where an employee is absent from work and is not entitled to payment, a *pro rata* amount for the period of such absence;

14.3.3 with the written consent of an employee, deductions for trade union subscriptions and insurance funds;

14.3.4 amounts due to the employer in respect of rent, water, lights or in terms of the provisions of this Agreement, or other deductions authorized in writing by an employee;

14.3.5 any amount paid by the employer which he is compelled to pay by any law, ordinance or legal process on behalf of an employee.

15. TERMINATION OF EMPLOYMENT

15.1 (a) Subject to the provisions of clause 15.1 (b), the employer or an employee shall give not less than 12 working days' notice in the case of an employee working a six-day week and 10 working days' notice in the case of an employee working a five-day week, to terminate the contract of service: Provided that during the period of probation of any such employee, the period of notice shall be one shift: Provided further that if an employee is absent from work for any reason, including illness, during his notice period, the employer

12. KRAAMVERLOF

12.1 'n Vroulike werknemer is geregtig op drie maande kraamverlof, en 30% van haar huidige maandelikse minimum basiese salaris moet gedurende sodanige tydperk aan haar betaal word.

12.2 (a) Daar word gewaarborg dat 'n vroulike werknemer wat kraamverlof neem na drie maande van afwesigheid weer in dieselfde of 'n soortgelyke posisie in diens geneem sal word: Met dien verstande dat die werknemer die werkgever twee weke voor die einde van die kraamverloftydperk van haar voorneme om terug te keer, verwittig het.

(b) Die werkgever moet 'n werknemer met die betaling van mediese-fonds- en pensioenbydraes help terwyl sy op kraamverlof is. Slegs bydraes wat namens die werknemer gemaak is, mag oor 'n redelike tydperk verhaal word, nadat die werknemer teruggekeer het werk toe.

12.3 Kraamverlof word toegestaan slegs aan werknemers wat meer as 12 maande lank ononderbroke diens by die werkgever het.

13. STUDIEVERLOF

Indien 'n werknemer aan die Maatskappy se Opvoedkundige Bystandskema deelneem, is hy geregtig op die betaalde studieverlof waarvoor daar in die Skema voorsiening gemaak word.

14. BETALING VAN BESOLDIGING

14.1 Salarisse en ander besoldiging moet betaal word op die tye, wat kan verskil vir verskillende klasse en kategorieë werknemers, soos van tyd tot tyd deur die werkgever bekend gemaak en dit moet so spoedig moontlik na die sluiting van die betaalperiode wees as wat redelik moontlik is: Met dien verstande dat 'n werknemer wie se diens voor die gewone betaaldag eindig, so spoedig moontlik na diensbeëindiging sy betaling moet ontvang.

14.2 Betaling van besoldiging moet namens elke werknemer in 'n bank of bouvereniging van sy keuse gedoen word.

14.3 Geen aftrekking van watter aard ook al mag van die besoldiging van 'n werknemer gemaak word nie, uitgesonderd die volgende:

14.3.1 Bydraes betaalbaar deur 'n werknemer ingevolge klousule 21.3 van hierdie Ooreenkoms;

14.3.2 wanneer 'n werknemer van sy werk afwesig is sonder dat hy op besoldiging geregtig is, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid;

14.3.3 met die skriftelike toestemming van die werknemer, bedrae vir ledegeld van die vakverenigings en versekeringsfondse;

14.3.4 bedrae verskuldig aan die werkgever vir huur, water, ligte of ingevolge die bepalings van hierdie Ooreenkoms, of ander aftrekkings wat skriftelik deur die werknemer gemagtig is;

14.3.5 enige bedrag wat deur die werkgever betaal is en wat hy deur 'n wet, ordonnansie of regsproses verplig is om namens 'n werknemer te betaal.

15. DIENSBEËINDIGING

15.1 (a) Onderhewig aan die bepalings van klousules 15.1 (b) moet die werkgever of 'n werknemer minstens 12 werkdag kennis gee, in die geval van 'n werknemer met 'n werkweek van ses dae, en 10 werkdag kennis, in die geval van 'n werknemer met 'n werkweek van vyf dae, om die dienskontrak te beëindig: Met dien verstande dat gedurende die proeftydperk van enige sodanige werknemer, die kennis-tydperk een skof moet wees: Voorts met dien verstande dat indien 'n werknemer om enige rede, met inbegrip van siekte,

may require such employee to serve an additional day for every working day so absent. Should such an employee terminate his service without serving the required notice, he shall forfeit to the employer the equivalent of two weeks' salary.

(b) An employee in job classes B to F, or the employer, shall give not less than six working days' notice in the case of an employee working a six-day week and five working days' notice in the case of an employee working a five-day week, to terminate the contract of service: Provided that, during the probation period, notice shall be one shift: Provided further that if an employee is absent from work for any reason, including illness, during his notice period, the employer may require such employee to serve an additional day for every working day so absent. Should such an employee in job classes B to F terminate his service without serving the required notice, he shall forfeit to the employer the equivalent of one week's salary.

15.2 The employer shall be deemed to have given the required notice to terminate the contract of service if he pays an employee in lieu thereof.

15.3 The provisions of this clause shall not affect the employer's or employee's right to terminate the contract without notice for any cause recognized by law as sufficient.

16. MEDICAL SERVICES AND HOSPITAL TREATMENT

The benefits provided for certain classes of employees in respect of medical treatment and hospitalization shall be in accordance with the rules of the medical aid societies applicable from time to time.

17. CONTRIBUTORY FUNDS

The employer has established pension funds, a provident fund and medical aid societies for the benefit of certain classes of employees and all such employees are required to become and remain members of such funds and societies in accordance with the rules and regulations of such funds and societies, but such rules and regulations shall receive no validating force in terms of this Agreement or the Labour Relations Act.

18. FLEXIBLE USE OF EMPLOYEES

In order to effect a more efficient and flexible use of employees' potential for the mutual benefit of the employer and employees, the parties agree to enter into further negotiations on this matter.

19. EXEMPTIONS

19.1 The Counsel may grant exemption from any of the provisions of this Agreement to or in respect of any employer or employee.

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

20. SPECIAL EXEMPTION

Where conditions in certain businesses are such that unless special arrangements are agreed, operations at these businesses might have to be radically curtailed altered or even closed down, then the employer and the head office of the trade union shall meet to discuss and agree on local arrangements that may deviate from the provisions of the substantive Agreement.

gedurende sy kennistydperk van sy werk afwesig is, die werkgever van sodanige werknemer kan vereis om 'n addisionele dag te werk vir elke werkdag wat hy aldus afwesig is. Indien sodanige werknemer sy diens beëindig sonder dat hy die vereiste kennis uitgedien het, moet hy die ekwivalent van twee weke se salaris aan die werkgever verbeur.

(b) 'n Werknemer in werkklasse B tot F, of die werkgever, moet minstens ses werkdae kennis gee, in die geval van 'n werknemer met 'n werkweek van ses dae, en vyf werkdae kennis, in die geval van 'n werknemer met 'n werkweek van vyf dae, om die dienskontrak te beëindig: Met dien verstande dat, gedurende die proeftydperk, die kennistydperk een skof moet wees: Voorts met dien verstande dat indien 'n werknemer gedurende sy kennistydperk om enige rede van sy werk afwesig is, siekte ingesluit, die werkgever van sodanige werknemer kan vereis om 'n addisionele dag te werk vir elke werkdag wat hy aldus afwesig is. Indien 'n werknemer in werkklasse B tot F sy diens beëindig sonder dat hy die vereiste kennis uitgedien het, moet hy die ekwivalent van een week se salaris aan die werkgever verbeur.

15.2 Die werkgever moet geag word die vereiste kennis te gegee het om die dienskontrak te beëindig indien hy die werknemer in plaas daarvan betaal.

15.3 Hierdie klousule raak nie die reg van 'n werkgever of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie.

16. MEDIESE DIENSTE EN HOSPITAALBEHANDELING

Die voordele waarvoor daar vir sekere klasse werknemers ten opsigte van mediese behandeling en hospitalisasie voorsiening gemaak word, moet voldoen aan die reëls van die mediese hulpverenigings soos van tyd tot tyd van toepassing.

17. BYDRAENDE FONDSE

Die werkgever het pensioenfonds, 'n voorsorgfonds en mediesehulpverenigings tot voordeel van sekere klasse werknemers ingestel, en daar word van alle sodanige werknemers vereis om lede van sodanige fondse en verenigings te word en te bly ooreenkomstig die reëls en regulasies van sodanige fondse en vereenigings, maar sodanige reëls en regulasies word nie ingevolge hierdie Ooreenkoms of die Wet op Arbeidsverhouding bekrachtig nie.

18. BUIGSAME BENUTTING VAN WERKNEMERS

Ten einde die meer doeltreffende en buigsame benutting van werknemers se potensiaal tot wedersydse voordeel van die werkgever en werknemers te bewerkstellig, kom die partye hiermee ooreen om aan verdere onderhandelings rakende hierdie aangeleentheid deel te neem.

19. VRYSTELLINGS

19.1 Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige werkgever of werknemer verleen.

19.2 Die Raad moet die voorwaardes vasstel waarop vrystelling verleen word en die tydperk waartydens sodanige vrystelling geldig sal wees: Met dien verstande dat die Raad, nadat sewe dae kennis aan die betrokke persoon gegee is, enige vrystellings kan intrek, ongeag of die tydperk waarvoor vrystelling verleen is, verval het al dan nie.

20. SPESIALE VRYSTELLING

Waar toestande in sekere besighede sodanig is dat tensy daar op spesiale reëlins ooreengekom word, werksaamhede moontlik by hierdie besighede drasties ingekort, verander of selfs gesluit sal moet word, moet die plaaslike bestuur en die hoofkantoor van die vakvereniging vergader om plaaslike reëlins te bespreek en ooreen te kom oor sodanige reëlins wat kan afwyk van die bepalings van die essensiële Ooreenkoms.

21. EXPENSES OF THE COUNCIL

21.1 The funds of the Council shall be vested in and administered by the Council.

21.2 The employer shall pay to the Council in respect of his payroll employee members of the trade unions which are parties to this Agreement. The sum of R7,00 per month in respect of each engineering employee and each JA-employee in classes G to K; and R3,75 per month in respect of every other employee.

21.3 The employer shall be entitled to recover, by deduction from the remuneration of each employee concerned, half of any of the amounts paid in terms of clause 21.2.

22. REVIEW OF THE AGREEMENT

The Agreement shall be negotiable annually.

23. ADMINISTRATION OF AGREEMENT

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

The employer and the trade unions having arrived at the Agreement set forth herein, the undersigned authorized officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signature hereto.

Dated at Johannesburg this 27th day of January 1995.

J. W. BOTHA,
Chairman.

W. COETZEE,
Vice-Chairman.

M. C. GOCH,
Secretary.

21. UITGAWES VAN DIE RAAD

21.1 Die fondse van die Raad berus by en word geadmistreer deur die Raad.

21.2 Die werkgever moet ten opsigte van sy loonlyslede van die vakverenigings wat partye by hierdie Ooreenkoms is, die volgende aan die Raad betaal: 'n Bedrag van R7,00 per maand ten opsigte van elke ingenieurswerknemer en elke JA-werknemer in klasse G tot K; en R3,75 per maand ten opsigte van elke ander werknemer.

21.3 Die werkgever is geregtig daarop om die helfte van enige bedrae wat hy ingevolge klousule 21.2 betaal het, deur aftrekking van die besoldiging van elke betrokke werknemer te verhaal.

22. HERSIENING VAN DIE OOREENKOMS

Die Ooreenkoms is jaarliks onderhandelbaar.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan, as riglyn vir die werkgever en die werknemers, menings uitspreek wat nie onbestaanbaar is met sy bepalings nie.

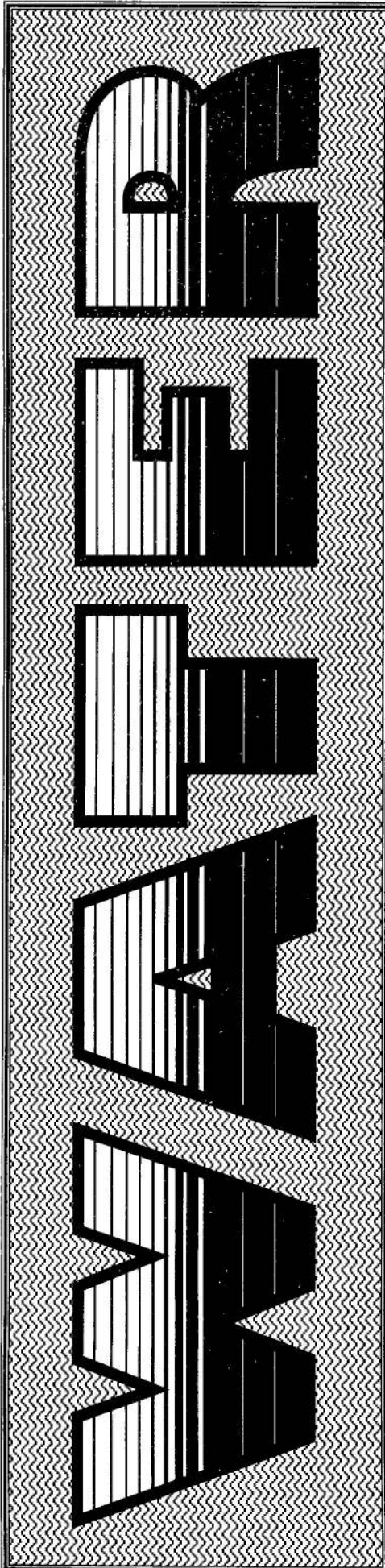
Nademaal die werkgever en die Vakverenigings tot die Ooreenkoms geraak het soos hierin uiteengesit, verklaar die ondergetekende gemagtigde beamptes van die Raad hierby dat bostaande die Ooreenkoms is waartoe daar geraak is en heg hulle hul handtekening hierby aan.

Gedateer te Johannesburg op hede die 21ste dag van Januarie 1995.

J. W. BOTHA,
Voorsitter.

W. COETZEE,
Ondervoorsitter.

M. C. GOCH,
Sekretaris.



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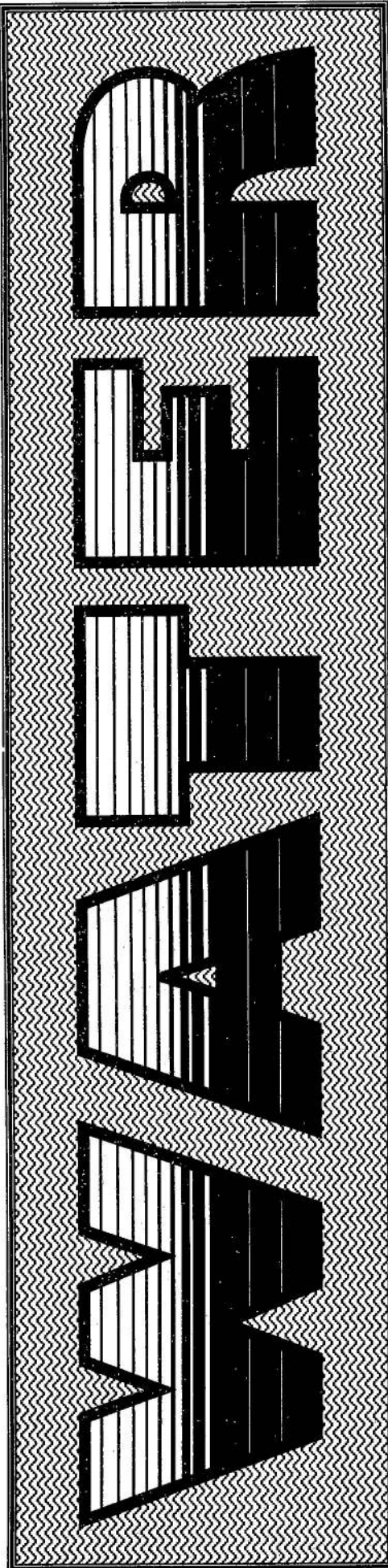
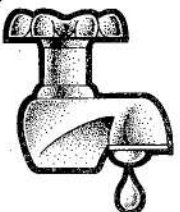




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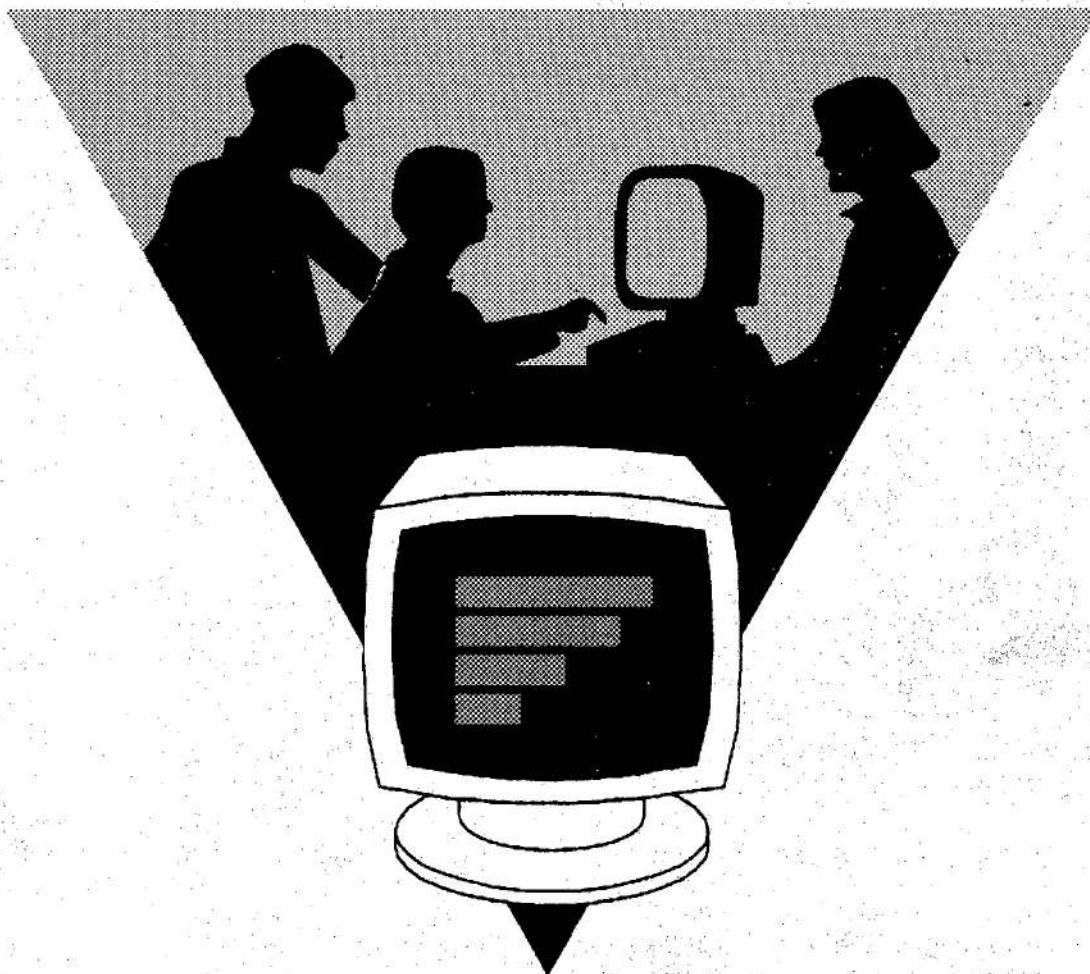
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