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UNIE VAN SUID-AFRIKA

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1936.] [25 November 1960.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

PULP AND PAPER MANUFACTURING INDUSTRY,
UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, do
hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Pulp and Paper Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 31st May, 1963, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of clauses 1, 3 to 17 (inclusive), 19, 21 and 22 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 31st May, 1963, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Union of South Africa, and from the second Monday after the date of publication of this notice for the period ending 31st May, 1963, the provisions of clauses 1, 3 to 5 (6) (f) (inclusive), 6 to 17 (inclusive), 19, 21 and 22 of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1936.] [25 November 1960.
WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

PULP- EN PAPIERVERVAARDIGINGSNYWER-
HEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Pulp- en Papiervervaardigingsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1963 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 1, 3 tot en met 17, 19, 21 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1963 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van klousules 1, 3 tot en met 5 (6) (f), 6 tot en met 17, 19, 21 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1963 eindig, in die Unie van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

INDUSTRIAL COUNCIL FOR THE PULP AND PAPER MANUFACTURING INDUSTRY.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, by and between The Association of Pulp, Paper and Board Manufacturers of South Africa

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

Amalgamated Engineering Union,

Amalgamated Society of Woodworkers,

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

S.A. Electrical Workers' Association, and

The South African Typographical Union,

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

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

1. SCOPE OF APPLICATION.

(a) The terms of this agreement shall be observed throughout the Union of South Africa by the employers who are members of the employers' organisation and who are engaged in the Pulp and Paper Manufacturing Industry, and by all employees who are members of the Trade Unions, and who are employed in that industry, and for whom minimum wages are prescribed in this agreement, but shall not apply to clerical employees other than factory clerks.

(b) The terms of this agreement shall apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, No. 37 of 1944, as amended, or any contract entered into or deemed to be entered into, or any conditions fixed thereunder.

2. PERIOD OF OPERATION.

This agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force until the 31st May, 1963, or for such period as may be determined by the Minister.

3. DEFINITIONS.

Any expression used in this agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in the Act. A reference to an Act shall include any amendments of such Act and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"artisan" means an employee, who has served a recognised Apprenticeship, or who is in possession of a certificate under Act No. 38 of 1951, or who has qualified under the Walker Arbitration Award of 1943, or who is in possession of a certificate issued by the Council;

"assistant beaterman" means an employee who, under the supervision of a beaterman class I or a beaterman class II, is engaged in the preparation, by the beating process, of pulp for use in the manufacture of one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

"assistant foreman" means an employee who, under the supervision of a foreman, performs the duties of a foreman and who may act for him in his absence;

"baler" means an employee responsible for baling waste paper by means of a power baling machine;

"beaterman class I" means an employee who is in charge of and responsible for the final preparation, by the beating process, of pulp for use in the manufacture of one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

"beaterman class II" means an employee who is in charge of and responsible for the initial preparation, by the beating process, of pulp for use in the manufacture of one or more or all of the following products, namely, paper, cardboard, paperboard and strawboard;

"bleach liquor and hydrochloric acid operator" means an employee who is responsible for the preparation of bleach liquor and for the preparation of hydrochloric acid and who may operate a hydrochloric acid plant;

"board", for the purposes of the definitions of cutterman class II, digester operator class II, dryerman class II, guillotineman class II, machineman, reelerman class II, means cardboard, paperboard or strawboard consisting of more than one ply of paper formed on a cylinder machine, or paper or paperboard formed on a "Fourdrinier" machine, of a thickness of nine-thousandths of an inch or over, and/or paper intended for bag making or wrapping purposes, known in the Pulp and Paper Manufacturing Industry as "Kraft";

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

"boss boy" means an employee who is in charge of a group of labourers;

NYWERHEIDSRAAD VIR DIE PULP- EN PAPIERVERVAARDIGINGSNYWERHEID.

OOREENKOMS

aangegaan ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, deur en tussen die

Association of Pulp, Paper and Board Manufacturer of South Africa

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

Amalgamated Engineering Union;

Amalgamated Society of Woodworkers;

S.A. Boilermakers' Iron and Steel Workers' and Shipbuilders' Society;

S.A. Electrical Workers' Association;

en die

South African Typographical Union

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

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

1. BESTEK VAN TOEPASSING.

(a) Die bepalings van die Ooreenkoms moet dwarsdeur die Unie van Suid-Afrika nagekom word deur die werkgewers wat lede van die werkgewersorganisasie is en wat die Pulp- en Papier-nywerheid uitoefen, en deur alle werknemers wat lede van die vakverenigings is en wat in daardie nywerheid in diens is en vir wie minimum lone in die Ooreenkoms vasgestel is, maar is nie van toepassing op klerklike werknemers, uitgesonderd fabrieksklerke nie.

(b) Die bepalings van hierdie Ooreenkoms is van toepassing op vakleerlinge sver dit nie strydig is nie met die bepalings van die Wet op Vakleerlinge, No. 37 van 1944, soos gewysig, of enige kontrak aangegaan of wat geag word as aangegaan, of enige voorwaardes daaronder vasgestel.

2. GELDIGHEDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid vasgestel kan word ingevolge artikel agt-en-veertig van die Wet en bly van krag tot en met 31 Mei 1963, of vir 'n tydperk wat deur die Minister bepaal kan word.

3. WOORDOMSKEYWINGS.

Enige uitdrukking wat in die Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in die Wet. Verwysing na 'n Wet sluit alle wysigings van die Wet in en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy dit strydig met die verband is, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

„ambagsman" 'n werknemer wat 'n erkende vakleerlingskap uitgedien het, of wat in besit is van 'n sertifikaat kragtens Wet No. 38 van 1951, of wat gekwalifiseer het kragtens die Walker-arbitrasietoekenning van 1943, of wat in besit is van 'n sertifikaat deur die Raad uitgereik;

„assistent-maalbakbediener" 'n werknemer wat, onder toesig van 'n maalbakbediener klas I of 'n maalbakbediener klas II, werksaam is met die bereiding, deur middel van die maalproses, van pulp vir gebruik by die vervaardiging van een of meer of almal van die volgende produkte, naamlik papier, karton, bordpapier en strooibord;

„assistent-voorman" 'n werknemer wat onder toesig van 'n voorman die pligte van 'n voorman verrig en wat in die voorman se afwesigheid namens hom kan optree;

„baalmasjiënbediener" 'n werknemer wat verantwoordelik is vir die baal van afvalpapier met 'n kragbaalmasjiën;

„maalbakbediener klas I" 'n werknemer wat verantwoordelik is vir die finale bereiding, deur middel van die maalproses, van pulp vir gebruik by die vervaardiging van een of meer of almal van die volgende produkte, naamlik papier, karton, bordpapier en strooibord;

„maalbakbediener klas II" 'n werknemer wat verantwoordelik is vir die aanvangsvorbereiding, deur middel van die maalproses, van pulp vir gebruik by die vervaardiging van een of meer of almal van die volgende produkte, naamlik papier, karton, bordpapier en strooibord;

„bleikwater- en soutsuurbereider" 'n werknemer wat verantwoordelik is vir die bereiding van bleikwater en vir die bereiding van soutsuur en wat 'n soutsuurinstallasie kan bedien;

„bordpapier" vir die toepassing van die woordomskeywings van snymasjiënbediener klas II, kookketelbediener klas II, droogendbediener klas II, valmesbediener klas II, masjiënbediener, oprolmasjiënbediener klas II, karton, bordpapier of strooibord wat bestaan uit meer as een laag papier gevorm op 'n silindermasjiën, of papier of bordpapier gevorm op 'n „Fourdrinier"-masjiën, met 'n dikte van nege-duisendstes van 'n duim of meer en/of papier bedoel vir die maak van papiersakke of vir toedraai-doelendes, in pulp- en papier-vervaardiging bekend as „kraft";

„stoomketelbediener" 'n werknemer wat verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in 'n stoomketel en wat die vuur in so 'n stoomketel kan stook, uithaal, hark of roer;

„baasjong" 'n werknemer wat in bevel is van 'n groep arbeiders;

"breaker chargehand" means an employee who supervises the feeding of waste paper to a breaker machine and is responsible for maintaining records of materials fed into the breaker machine;

"brine preparation and cell liquor testing operator" means an employee who is responsible for the preparation and/or testing of the brine and cathodic liquor in an electrolytic cell room;

"broke beater operator" means an employee who operates and supervises beaters for the re-pulping of broke for re-use on the paper and/or board machines;

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

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

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

"chemical technician" means an employee engaged in inaugurating, governing, supervising or carrying out tests of raw materials or manufactured products and interpreting the data derived from such tests in connection with the preparation of products;

"chipper operator" means an employee who is responsible for, and operates and adjusts, a plant for the conversion of wood into chips;

"cutterman class I" means an employee who operates, controls and adjusts a paper cutting machine;

"cutterman class II" means an employee who operates, controls and adjusts a board cutting machine;

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

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

"crane driver" means an employee who operates a power driven crane;

"digester operator class I" means an employee who supervises the feeding of materials and chemicals into a digester in the process of preparing pulp for the making of paper and who is responsible for operating the digester;

"digester operator class II" means an employee who supervises the feeding of materials and chemicals into a digester in the process of preparing pulp for the making of board and who is responsible for operating the digester;

"dryer class I" means an employee who, under supervision of a machineman, operates, controls and adjusts the dry end of a paper making machine and who may operate, control and adjust a paper slitter-reeler machine;

"dryer class II" means an employee who, under the supervision of a machineman, operates, controls and adjusts the dry end of a board making machine and who may operate, control and adjust a board slitter-reeler machine;

"effluent disposal attendant" means an employee who supervises the disposal of effluent;

"electrolytic plant operator" means an employee who is responsible for and who controls and adjusts the operation of electrolytic cells for the production of chlorine and caustic soda from salt;

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

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

"evaporator operator class I" means an employee who controls, operates and adjusts a cathodic liquor evaporator;

"evaporator operator class II" means an employee who controls, operates and adjusts a black liquor evaporator;

"experience" means in relation to an employee for whom wages on a rising scale are prescribed, the total period or periods of employment which such employee has had in the Pulp and Paper Manufacturing Industry in the occupation in which he is employed;

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

- (a) Checking or counting articles;
- (b) checking, counting or recording particulars of railway trucks or other vehicles;
- (c) checking or recording times at which employees enter or leave the factory;
- (d) interpreting or translating languages;
- (e) recording particulars of requisitions for issuing of tools or equipment;

"skeurbak onderbaas" 'n werknemer wat toesig hou oor die voer van afvalpapier aan 'n skeurbak en wat verantwoordelik is vir die byhou van registers van materiaal wat aan die skeurbak gevoer is;

"pekelerbereider en selvloestoftoetsers" 'n werknemer wat verantwoordelik is vir die bereiding en/of toets van die pekeler en katodevloestof in 'n elektrolitiese selkamer;

"afmaalbakbediener" 'n werknemer wat toesig hou oor maalbakke en maalbakke bedien vir die herverspuiting van afvalpapier vir hergebruik op die papier- en/of bordpapiermasjiene;

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

"selversorger en grafietbereider" 'n werknemer wat verantwoordelik is vir, en wat elektrolitiese selle versorg en wat die grafietanodes in sulke selle berei en insit;

"chauffeur" 'n werknemer wat 'n motorvoertuig dryf wat bedoel is om passasiers te vervoer en wat gebruik word vir die vervoer van sy werkgever, personeel, kliënte en besoekers;

"skeikundige tegnikus" 'n werknemer wat toets op grondstowwe of vervaardigde produkte aan die gang sit, beheer, toesig hou daaroor en uitvoer en die gegewens afgelei van sodanige toets in verband met die bereiding van produkte vertolk;

"kapmasjiensbediener" 'n werknemer wat verantwoordelik is vir, en wat 'n installasie vir die omsetting van hout in spaanders bedien en stel;

"snymasjiensbediener klas I" 'n werknemer wat 'n papier-snymasjiens bedien, beheer en stel;

"snymasjiensbediener klas II" 'n werknemer wat 'n bordpapier-snymasjiens bedien, beheer en stel;

"chloorsilinderbediener" 'n werknemer wat verantwoordelik is vir die skoonmaak, voorbereiding vir die volmaak met vloei-bare chloor, en, wanneer vol, die finale ondersoek, van silinders of ander houers;

"Raad" die Nywerheidsraad vir die Pulp- en Papiernywerheid;

"hyskraandrywer" 'n werknemer wat 'n kragkraan bedien;

"kookketelbediener klas I" 'n werknemer wat oor die voer van materiaal en chemikalieë aan 'n kookketel toesig hou in die proses van die bereiding van pulp vir die maak van papier, en wat verantwoordelik is vir die bediening van die kookketel;

"kookketelbediener klas II" 'n werknemer wat oor die voer van materiaal en chemikalieë aan 'n kookketel toesig hou in die proses van die bereiding van pulp vir die maak van bordpapier, en wat verantwoordelik is vir die bediening van 'n kookketel;

"droogendbediener klas I" 'n werknemer wat, onder toesig van 'n masjiensbediener, die droogend van 'n papiermasjiens bedien, beheer en stel en wat 'n papiersplits-oprolmasjiens kan bedien, beheer en stel;

"droogendbediener klas II" 'n werknemer wat, onder toesig van 'n masjiensbediener, die droogend van 'n bordpapiermasjiens bedien, beheer en stel en wat 'n bordpapiersplits-oprolmasjiens kan bedien, beheer en stel;

"afvalopruimer" 'n werknemer wat toesig hou oor die opruiming van afval;

"elektrolietinstallasiebediener" 'n werknemer wat verantwoordelik is vir, en wat die bediening van elektrolitiese selle vir die vervaardiging van chloor en bytsoda uit sout, beheer en stel;

"noodwerk" alle werk wat weens onvoorsiene of onvermydelike oorsake soos brand, storm, epidemie, geweldpleging of diefstal, onklaarraking van masjinerie of kragonderbreking, of dringende onderhoud om onklaarraking te voorkom, sonder versuim gedoen moet word en hierby is inbegrepe werk in verband met die laai of aflaai van spoorwegtrekke of ander voertuie wat gebruik word deur 'n vervoerkontraakteur ter uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens en hierby is ook inbegrepe "plaasvervangende" oortydwerk as gevolg van die afwesigheid van werknemers weens siekte of ander onvoorsiene of onvermydelike omstandighede;

"inrigting" enige perseel waarin of in verband waarmee een of meer werknemers in diens is in die Pulp- en Papiernywerheid;

"Verdampstoestelbediener klas I" 'n werknemer wat 'n toestel vir die verdamping van katodevloestof beheer, bedien en stel;

"verdampstoestelbediener klas II" 'n werknemer wat 'n swartloogverdampstoestel beheer, bedien en stel;

"ondervinding" met betrekking tot 'n werknemer vir wie lone op 'n stygende skaal voorgeskryf word, die totale tydperk of tydperke diens wat sodanige werknemer gehad het in die Pulp- en Papiernywerheid in die hoedanigheid waarin hy in diens is;

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

- (a) Kontroleer of tel van artikels;
- (b) kontroleer, tel of opteken van besonderhede van spoorwegtrekke of ander voertuie;
- (c) kontroleer of opteken van tye waarop werknemers die fabriek binnegaan of verlaat;
- (d) vertolk of vertaling van tale;
- (e) opteken van besonderhede van rekwisisies vir die uitgee van gereedskap en uitrusting;

- (f) recording quantities or results of routine tests;
- (g) weighing or measuring articles;
- (h) recording earnings and other conditions of employment of grade V and grade VI employees and labourers;
- (i) checking and recording weight, grade, number and size of goods despatched from or received into the factory;

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

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

"factory vehicle driver" means an employee engaged in driving a mobile powered vehicle within the factory area;

"felt checker" means an employee engaged in checking and adjusting the alignment of the felt on a board machine;

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

- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulpiga van Suid-Afrika;

and who renders first aid in case of accidents;

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

"forewoman" means a female employee placed in charge of an establishment, or department, or a section of a department, who gives out work to female and grade VI employees and labourers, under her control, and supervises its passage through the establishment or department, or section of a department, and maintains discipline and generally is responsible to the employer or a departmental head for the efficiency of the establishment or department, or a section of a department;

"goods lift operator" means an employee operating a lift used for conveying goods;

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

- (1) Beaterman class I;
- (2) cell maintenance and graphite preparation operator;
- (3) liquid chlorine and chloride of lime operator;
- (4) machineman;
- (5) pulp bleaching operator;
- (6) wood preparation plant operator;

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

- (1) Chipper operator;
- (2) cutterman class I;
- (3) digester operator class I;
- (4) dryerman class I;
- (5) electrolytic plant operator;
- (6) evaporator operator class I;
- (7) guillotineman class I;
- (8) liquid chlorine filling operator;
- (9) reelerman class I;
- (10) soda recovery operator;
- (11) super calender operator class I;

"grade III employee" means an employee engaged in one or more of the following capacities:—

- (1) beaterman class II;
- (2) bleach liquor and hydrochloric acid operator;
- (3) brine preparation and cell liquor testing operator;
- (4) chlorine cylinder operator;
- (5) locomotive driver;
- (6) millboard plant operator;
- (7) pulp handling operator class I;
- (8) pumpman class I;
- (9) size maker;
- (10) soda solution operator;
- (11) wash filter operator class I;
- (12) sodium hypochlorite operator;

"grade IV employee" means an employee engaged in one or more of the following capacities:—

- (1) assistant beaterman;
- (2) broke beater operator;
- (3) motor generator attendant;

"grade V employee" means an employee engaged in one or more of the following capacities:—

- (1) breaker chargehand;
- (2) cutterman class II;
- (3) digester operator class II;
- (4) dryerman class II;
- (5) effluent disposal attendant;
- (6) guillotineman class II;
- (7) laboratory assistant;
- (8) reelerman class II;
- (9) evaporator operator class II;
- (10) pulp handling operator class II;
- (11) super calender operator class II;
- (12) turbine attendant;
- (13) crane driver;

(f) opteken van hoeveelhede of van resultate van roetine-toetse;

(g) weeg of meet van artikels;

(h) opteken van verdienstes en ander diensvoorwaardes van graad V- en graad VI-werknemers en arbeiders;

(i) kontroleer en opteken van gewig, graad, getal en grootte van goedere deur die fabriek uitgestuur of ontvang;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ondervinding;

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

"fabriekvoertuigdrywer" 'n werknemer wat 'n mobiele krag-vaartuig binne die fabrieksterrein dryf;

"veltkontroleur" 'n werknemer wat die belyning van velt in 'n bordpapiermasjiën nagaan en regstel;

"eerstehulpman" 'n werknemer wat in besit is van 'n geldige sertifikaat van bevoegdheid in eerstehulp, uitgegee deur enige van die volgende organisasies:—

- (a) S.A. Rooikruisvereniging;
- (b) St. John Ambulansvereniging;
- (c) Noodhulpiga van Suid-Afrika;

en wat eerstehulp verleen in geval van ongelukke;

"voorman" 'n werknemer wat aan die hoof van 'n inrigting of afdeling of 'n seksie van 'n afdeling geplaas is, wat werk uitgee aan werknemers oor wie hy beheer voer en toesig hou oor die deurgang daarvan deur die inrigting of afdeling of seksie van 'n afdeling en wat dissipline handhaaf en oor die algemeen aan die werkgewer of 'n afdelingshoof verantwoordelik is vir die doeltreffendheid van die inrigting of afdeling, of seksie van 'n afdeling;

"voorrout" 'n vroulike werknemer wat aan die hoof van 'n inrigting of afdeling of 'n seksie van 'n afdeling geplaas is, wat werk uitgee aan vroulike- en graad VI-werknemers en arbeiders oor wie sy beheer voer, en wat toesig hou oor die deurgang daarvan deur die inrigting of afdeling of seksie van 'n afdeling en wat dissipline handhaaf en oor die algemeen aan die werkgewer of 'n afdelingshoof verantwoordelik is vir die doeltreffendheid van die inrigting of afdeling of seksie van 'n afdeling;

"goederehyserbediener" 'n werknemer wat 'n hyser bedien wat gebruik word vir die vervoer van goedere;

"graad I-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Maalbakbediener klas I;
- (2) selversorger en grafietbereider;
- (3) chloorvloeistof- en chloorkalkbediener;
- (4) masjiënbediener;
- (5) pulpbleikbediener;
- (6) houtbereider;

"graad II-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) kapmasjiënbediener;
- (2) snymasjiënbediener klas I;
- (3) kookketelbediener klas I;
- (4) droogendbediener klas I;
- (5) elektrolietinstallasiebediener;
- (6) verdampstoelebediener;
- (7) valmesbediener klas I;
- (8) chloorvloeistofbediener;
- (9) oplosmasjiënbediener klas I;
- (10) sodawinningbediener;
- (11) hoogkalanderbediener klas I;

"graad III-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Maalbakbediener klas II;
- (2) bleikwater- en soutsuurbereider;
- (3) pekelbereider en selvloeistof-toetser;
- (4) chloorsilinderbediener;
- (5) lokomotiefdrywer;
- (6) grysbordbediener;
- (7) pulpverwerkerbediener klas I;
- (8) pompmans klas I;
- (9) lymmaker;
- (10) soda-oplossingbereider;
- (11) wasfilterbediener;
- (12) natriumhipochlorietbediener;

"graad IV-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Assistent-maalbakbediener;
- (2) afvalmaalbakbediener;
- (3) motorgeneratorbediener;

"graad V-werknemer" 'n werknemer in een of meer van die volgende hoedanighede:—

- (1) Skeurbakonderbaas;
- (2) snymasjiënbediener klas II;
- (3) kookketelbediener klas II;
- (4) droogendbediener klas II;
- (5) afvalopruimer;
- (6) valmesbediener klas II;
- (7) laboratoriumassistent;
- (8) oplosmasjiënbediener klas II;
- (9) verdampstoelebediener klas II;
- (10) pulpverwerkerbediener klas II;
- (11) hoogkalanderbediener klas II;
- (12) turbinebediener;
- (13) hyskraandrywer;

"grade VI employee" means an employee engaged in one or more of the following capacities or duties:—

- (1) baler;
- (2) boiler attendant;
- (3) boss boy;
- (4) goods lift operator;
- (5) induna;
- (6) motor lift operator;
- (7) oiler and greaser;
- (8) packer-weigher;
- (9) sorter class II;
- (10) watchman;
- (11) pumpman class II;
- (12) size plant operator;
- (13) wash filter operator class II;
- (14) felt checker;
- (15) chauffeur;
- (16) factory vehicle driver;
- (17) first aid attendant;

and includes any employee not elsewhere specified;

"guillotineman class I" means an employee who controls, operates and adjusts a guillotine which cuts and trims paper into sheets of specified size;

"guillotineman class II" means an employee who controls, operates and adjusts a guillotine which cuts and trims board into sheets of specified size;

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

"incentive bonus work" means any system of extra payment over and above wages paid at the discretion of the management as a reward for measured effort in excess of a minimum standard;

"induna" means an employee who maintains order or discipline in a compound;

"laboratory assistant" means an employee who prepares samples and who may make initial or routine tests and record the results thereof;

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

- (1) Applying tar, grease, bitumen compounds or other preservatives to pipes, drums, tanks or supporting structures or electrolytic cell frames or any other containers;
- (2) assisting an operator in the changing of felts or wires;
- (3) assisting an operator in removing rolls and stacks of paper from machines or in cleaning away paper from machines;
- (4) assisting artisans and handymen not involving the use of tools;
- (5) assisting on delivery vehicles other than driving or effecting repairs;
- (6) branding, marking, stencilling, rubber stamping or affixing labels to reams, boxes, bales, bags, drums or other packages;
- (7) cleaning, peeling or cutting vegetables;
- (8) cleaning, polishing or washing premises, vehicles, plant, machinery, tools, implements, utensils or overalls or other clothing;
- (9) collecting or delivering letters, messages, samples or other articles on foot or by means of a bicycle, tricycle or manually-propelled vehicle;
- (10) cutting down or destroying trees or vegetation and cutting, sawing or chopping timber;
- (11) demolishing buildings or other structures;
- (12) feeding board into or removing board from dryer, press, damper, glazer or board machines;
- (13) feeding material by hand into elevators, conveyors, balers, process vats, tanks, beaters, pulpers or other vessels;
- (14) feeding or loading a super calender machine, cutting machine, embosser machine or a reeler machine or feeding or taking off products from any machine;
- (15) filling motor vehicle tanks with petrol, fuel oil or water;
- (16) filling or emptying tins, bags, bottles or other containers by hand or hand operated machine;
- (17) filling to a set volume or weighing to a set scale or measuring to a set measure;
- (18) gardening work (i.e. planting, digging, raking, mowing or watering or spreading or mixing gardening materials or trimming hedges or cleaning or sweeping roads or paths);
- (19) lifting, carrying, packing, unpacking, moving, stacking or unstacking goods or any other articles and pushing or pulling a manually-propelled vehicle;
- (20) lime-washing or disinfecting latrines, stables, out-buildings or similar buildings or structures;
- (21) loading or unloading;
- (22) loosening, taking out, breaking or spreading stone, soil, clay or sand or digging trenches, foundations or other excavations;
- (23) making, maintaining or drawing fires or removing refuse or ashes;
- (24) making tea or similar beverages for or serving meals, tea or similar beverages to employees or his employer or guests;

"graad VI-werknemer" 'n werknemer werksaam in een of meer van die volgende hoedanighede:—

- (1) Baalmasjiëbediener;
- (2) stoomketelbediener;
- (3) baasjong;
- (4) goederehyserbediener;
- (5) indoea;
- (6) motorhyserbediener;
- (7) smeerder;
- (8) verpakker-weër;
- (9) sorteerder klas II;
- (10) wag;
- (11) pompman klas II;
- (12) lyminstallasiebediener;
- (13) wasfilterbediener klas II;
- (14) veltkontroleur;
- (15) chauffeur;
- (16) fabrieksvoertuigdrywer;
- (17) eerstehulpman;

en omvat enige werknemer nie elders gespesifiseer nie;

"valmesbediener klas I" 'n werknemer wat 'n valmes wat papier in blaie van vasgestelde groottes sny en knip, bedien, beheer en stel;

"valmesbediener klas II" 'n werknemer wat 'n valmes wat bordpapier in blaie van vasgestelde groottes sny en knip, bedien, beheer en stel;

"algemene werksman" 'n werknemer wat kleiner herstelwerk aan masjinerie, installasie of ander uitrusting verrig en wat kleiner herstelwerk aan geboue kan doen;

"aansporingsbonuswerk" 'n stelsel van ekstra betaling bo en behalwe lone, wat betaal word na goeddunke van die bestuur as 'n beloning vir gemete werkverrigting wat meer as die minimum vereistes is;

"indoea" 'n werknemer wat, orde en dissipline in 'n kampong handhaaf;

"laboratoriumassistent" 'n werknemer wat monsters voorberei en wat aanvangs- of roetine-toetse kan doen en die uitslae daarvan aanteken;

"arbeider" 'n werknemer in een of meer van die volgende hoedanighede, pligte of werksaamhede:—

- (1) teer, ghries, bitumensamestellings of ander preserveermiddels aanwend aan pype, dromme, tenks of steunbouwerk of rakke van elektrolitiese selle of enige ander houers;
- (2) 'n bediener bystaan om velt of draad om te ruil;
- (3) 'n bediener bystaan om rolle en stapels papier van die masjiene af te neem of om papier van masjiene te verwyder;
- (4) ambagsmanne en algemene werksmanne bystaan, maar nie gereedskap gebruik nie;
- (5) bystand verleen op afleweringvoertuie; maar dit nie bestuur of herstel nie;
- (6) rieme papier, kaste, bale, sakke, dromme en ander pakkies brandmerk, merk, sjabloneer, rubberstempel of etikette daaraan heg;
- (7) groente skoonmaak, skil of opsny;
- (8) persele, voertuie, installasies, masjinerie, gereedskap, werktuie, gerei of oorpakke of ander kledingstukke skoonmaak, politoer of was;
- (9) briewe, boodskappe, monsters of ander artikels te voet of met 'n fiets, driewiel of 'n handvoertuig bymekaarmaak of aflewer;
- (10) bome of plantegroei afkap of vernietig en timmerhout sny, saag of kap;
- (11) geboue of ander bouwerk afbreek;
- (12) bord voer aan of verwyder van droog-, pers-, bevochtigings-, kalanders- of bordmasjiene;
- (13) materiaal met die hand aan elevators, vervoerbande, baalmasjiene, proseskuipie, tenks, kapmasjiene, verpulpers en ander vate voer;
- (14) 'n hoogkalandersmasjiene, snymasjiene, reliëfmasjiene of 'n oprolmassjiene voer of laai of produkte aan enige masjiene voer of dit daarvan afneem;
- (15) motorvoertuigtenks met petrol, brandstofolie of water vul;
- (16) blikke, sakke, bottels of ander houers met die hand of met 'n handmasjiene volmaak of leegmaak;
- (17) volgens 'n vasgestelde volume volmaak of volgens 'n gestelde skaal weeg of volgens 'n vasgestelde maat meet;
- (18) tuinmaak, d.w.s. plant, spit, hark, gras sny, of natmaak of tuinmateriale strooi of meng of heinings knip of paadjies of paaie skoonmaak of vee;
- (19) goedere of enige ander artikels oplig, dra, verpak, uitpak, verskuif, opstapel of afpak en 'n handvoertuig stoot of trek;
- (20) latrines, stalle, buitegeboue of soortgelyke geboue of bouwerk uitkalk of ontsmet;
- (21) op- of afaai;
- (22) klip, grond, klei, of sand losmaak, uithaal, breek of strooi, of slote, fondamente of ander uitgrawings grawe;
- (23) vuurmaak, vure aan die gang hou of uithaal of afval of as verwyder;
- (24) tee of soortgelyke drankie maak vir, of maaltye, tee of soortgelyke drankie aan werknemers of sy werkgewer of gaste bedien;

- (25) mixing mortar, concrete, stone or bitumen by hand or spreading concrete or bitumen by shovel, rake, fork or barrow;
 - (26) opening or closing cocks or valves;
 - (27) opening or closing doors, windows, fanlights, tanks, boxes, bales, bags, drums or packages or the sealing of these otherwise than by soldering;
 - (28) packing reels and previously sorted and counted reams of paper, cardboard, paperboard or strawboard into packages;
 - (29) ramming or tamping concrete into moulds or ramming concrete into foundations;
 - (30) removing or replacing electrolytic cell doors or graphite not involving the use of tools;
 - (31) breaking up metal scrap and sorting scrap;
 - (32) sorting waste paper;
 - (33) watching brine levels in brine bottles attached to electrolytic cells and reporting to an operator;
 - (34) anti-malarial oil spraying;
 - (35) changing paints in mill yard;
 - (36) emptying septic tanks and disposing of sewage;
 - (37) making bricks with hand operated brick making machine;
 - (38) flagging at rail crossings;
- "law" includes the common law;
- "learner" means a male employee under the age of twenty-one years engaged in learning and being instructed in any or all sections or activities of an establishment in the Pulp and Paper Manufacturing Industry;
- "liquid chlorine and chloride of lime operator" means an employee who controls, operates and adjusts a plant for the drying and liquification of chlorine gas and the filling of this liquid into containers and who operates a plant for the production of chloride of lime;
- "liquid chlorine filling operator" means an employee engaged in transferring liquid chlorine and filling containers with liquid chlorine and who closes and seals such containers;
- "locomotive driver" means an employee responsible for operating a locomotive, irrespective of motive power, on railway lines within the factory area;
- "machineman" means an employee who is in charge of and is responsible for the operation, control and adjustment of a paper or board machine making one or more or all of the following products, namely paper, cardboard, paperboard and strawboard;
- "military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act, nor any other training or service for which he volunteers or which he elects to undergo;
- "millboard plant operator" means an employee who is responsible for the preparation of fibrous material and its conversion into finished millboard;
- "motor generator attendant" means an employee who supervises, operates and controls motor generator sets by a variable voltage rheostat or similar regulator;
- "motor lift operator" means an employee engaged in driving and operating a motor lift truck on factory premises;
- "motor vehicle driver" means an employee, other than a factory vehicle driver or chauffeur, locomotive driver or motor lift operator, engaged in driving a motor vehicle and, for the purpose of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- "oiler and greaser" means an employee engaged in oiling or greasing machinery, equipment or vehicles, other than motor vehicles;
- "packer-weigher" means an employee engaged in packing, wrapping and weighing board in sheets or reels and labelling the packages and who may record particulars of the contents of such packages;
- "paper" means, for the purpose of the definitions of cutterman class I, digester operator class I, dryerman class I, guillotineman class I, machineman, reelerman class I and sorter class I, paper intended for use as writing or printing paper, known in the Pulp and Paper Manufacturing Industry as "writings" and "printings" respectively, and includes all paper other than paper or paperboard formed on a Fourdrinier machine of a thickness of nine-thousandths of an inch or over and other than paper intended for bag making or wrapping purposes, known in the Pulp and Paper Manufacturing Industry as "Kraft";
- "Pulp and Paper Manufacturing Industry" means the industry in which employers and employees are associated for the carrying on of one or more of the following activities:—
- (a) The manufacture of paper and/or cardboard and/or paperboard and/or strawboard;
 - (b) the manufacture of pulp for the purpose of manufacturing the articles referred to in (a);

- (25) dagha, beton, klip of bitumen met die hand mēng of beton of bitumen met skopgraaf, hark, vork of kruiwa spreij;
 - (26) krane of kleppe oop- of toemaak;
 - (27) deure, vensters, boligte, tenks, kaste, bale, sakke, dromme of pakke oop- of toemaak of verseel, maar nie deur dit te soldeer nie;
 - (28) rolle en vooraf gesorteerde en getelde rieme papier, karton, bordpapier en strooibord in pakke verpak;
 - (29) beton in vorms vasstamp of instamp of beton in fondamente vasstamp;
 - (30) elektroliet seldeure of grafiet verwyder of vervang, maar nie met behulp van gereedschap nie;
 - (31) afvalmetaal opbreek en afvalyster sorteer;
 - (32) afvalpapier sorteer;
 - (33) pekelvlakke in pekelbottels wat aan elektrolietselle verbind is, dophou en aan 'n bediener rapporteer;
 - (34) olie vir malariebestryding spuit;
 - (35) wissels in fabriekswerf verander;
 - (36) rottingtenks leegmaak en rioolvuil verwyder;
 - (37) stene met 'n handsteenmasjiën maak;
 - (38) by spoorwegkruisings met 'n vlag sein;
- "Wet" ook die gemenerereg;
- "leerling" 'n manlike werknemer onder een-en-twintig wat leer en onderrig ontvang in enige of alle afdelings of aktiwiteite van 'n inrigting in die Pulp- en Papiernywerheid;
- "vloervloestof- en chloorkalkbediener" 'n werknemer wat 'n installasie vir die droogmaak en vloeiëarmaking van chloorgas bedien en stel en houers met hierdie vloestof volmaak, en wat 'n installasie vir die produksie van chloorkalk bedien;
- "vloervloestofbediener" 'n werknemer wat vloervloestof van een houer na die ander oorgooi en houers met vloervloestof volmaak en wat sodanige houers toemaak en verseel;
- "lokomotiefdrywer" 'n werknemer verantwoordelik vir die dryf van 'n lokomotief, op watter wyse ook al aangedryf, op spore binne die fabrieksterrein;
- "masjiënbediener" 'n werknemer wat in beheer is van en verantwoordelik is vir die bediening, beheer en stel van 'n papier- of bordpapiermasjiën wat een of meer van of al die volgende produkte vervaardig, naamlik papier, karton, bordpapier en strooibord;
- "militêre opleiding" ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1) gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, meemaak, maar waarby nie inbegrepe is opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet kan verkies om mee te maak of enige ander opleiding of diens waarvoor hy hom vrywilliglik aanmeld of wat hy verkies om mee te maak nie;
- "grysbordmasjiënbediener" 'n werknemer wat verantwoordelik is vir die bereiding van veselmateriaal en die verwerking daarvan in afgewerkte grysbord;
- "motorgeneratorbediener" 'n werknemer wat toesig hou oor motorgeneratorstelle, hulle bedien en beheer deur middel van 'n wisselspanningreostaat of soortgelyke reëlaar;
- "motorhyserbediener" 'n werknemer wat 'n motorvurkwa op fabriekspersoneel bestuur en bedien;
- "motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n fabrieksvoertuigdrywer of chauffeur, lokomotiefdrywer of motorhyserbediener wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordomskrifing omvat, 'n motorvoertuig dryf "alle tydperke waarin gedryf word en alle tyd wat die drywer aan die voertuig of die wag bestee en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te dryf;
- "smeerder" 'n werknemer wat masjinerie, toerusting of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- "verpakker-weër" 'n werknemer wat bordpapier in velle of rolle verpak, toedraai en weeg, en etikette aan sulke pakke sit, en wat besonderhede oor die inhoud van sulke pakke kan aanteken;
- "papier" vir die toepassing van die woordomskrifings van snymasjiënbediener klas I, kookketelbediener klas I, droogendbediener klas I, valmesbediener klas I, masjiënbediener, oprolmasjiënbediener klas I en sorteerder klas I, papier wat bestem is vir gebruik vir skryf- of drukdoeleindes, en in die Pulp- en Papiernywerheid onderskeidelik as skryfpapier en drukpapier bekend staan, en dit omvat alle papier, uitgesonderd papier of bordpapier gemaak op 'n Fourdriniermasjiën en negdeuisendste van 'n duim of meer dik is, en uitgesonderd papier wat bestem is vir die maak van sakke of vir toedraaidoeleindes en in die Pulp- en Papiernywerheid as "kraft" bekend staan;
- "Pulp- en Papiervervaardigingsnywerheid" die nywerheid waarin werkgewers en werknemers geassosieer is om een of meer van die volgende werksaamhede te verrig:—
- (a) Die vervaardiging van papier en/of karton en/of bordpapier en/of strooibord;
 - (b) die vervaardiging van pulp met die doel om die artikels te vervaardig wat in (a) genoem word;

(c) the manufacture of any by-products by employers engaged in the activities referred to in (a) and (b); and includes all activities incidental thereto or consequent thereon;

"pulp bleaching operator" means an employee who operates, controls, and adjusts a plant for the bleaching of wood pulp;

"pulp handling operator class I" means an employee who operates, controls and adjusts machines for the screening and conversion of pulp into sheets or laps;

"pulp handling operator class II" means an employee who operates a machine producing Kraft or semi-chemical pulp in sheet form;

"pumpman class I" means an employee who supervises, operates and adjusts pumps, filters, settling dams or decanters;

"pumpman class II" means an employee who, under general supervision, operates a plant for the pumping and clarification of water;

"reelerman class I" means an employee who operates, controls and adjusts a paper slitter-reeler machine;

"reelerman class II" means an employee who operates, controls and adjusts a board slitter-reeler machine;

"shift worker" means an employee who works for the same number of hours on all normal shifts in an industry which has been declared an activity in which continuous working by means of three shifts per day is necessary;

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

"size-maker" means an employee who is responsible for the manufacture of papermaker's size;

"size plant operator" means an employee operating a size making plant;

"soda recovery operator" means an employee who is responsible for the operation of all equipment used for the recovery of chemicals from liquors resulting from the digestion of wood;

"soda solution operator" means an employee responsible for adding caustic soda to water to obtain a solution of the required strength;

"sodium hypochlorite operator" means an employee who is responsible for the preparation of sodium hypochlorite and who may operate a sodium hypochlorite plant;

"sorter class I" means an employee engaged in checking paper for flaws, faults or defects and who may count sheets of paper;

"sorter class I, qualified," means a sorter who has had not less than two years' experience;

"sorter class I, unqualified," means a sorter who has had less than two years' experience;

"sorter class II" means an employee engaged in checking board for flaws, faults or defects and who may count sheets of board;

"super calender operator class I" means an employee who is responsible for and who controls, operates and adjusts dampers or super calender machines;

"super calender operator class II" means an employee who operates a super calender on board;

"turbine attendant" means an employee who operates and controls, excluding the starting up and placing on load, a steam Turbine or Diesel Generator Set;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; provided that in the case of a two or three wheeled motor cycle, motor scooter, auto-cycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed to be under 1,000 lbs.;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6; provided that in the case of Grade VI employees and labourers the wage shall not include cost of living allowance; provided further that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 it means such higher amount;

"wash filter operator class I" means an employee who operates, controls and adjusts vacuum filters, and screens for the washing and screening of pulp prior to bleaching;

"wash filter operator class II" means an employee who operates, controls, and adjusts vacuum filters and screens for washing and screening pulp;

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

"wood preparation plant operator" means an employee who is in charge of a wood stock yard and who is responsible for and operates and adjusts a plant for the conversion of wood into chips.

In classifying an employee for the purpose of this agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

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

en omvat alle werksaamhede wat daarby hoort en daaruit voortvloei;

"pulpbleikmasjienbediener" 'n werknemer wat 'n installasie vir die bleik van houtpulp bedien, beheer en stel;

"pulpverwerkbediener klas I" 'n werknemer wat masjinerie bedien, beheer en stel wat ontwerp is om pulp te sif en pulp in velle of lae te verwerk;

"pulpverwerkbediener klas II" 'n werknemer wat 'n masjien bedien wat kraft of halfchemiese pulp in velvorm produseer;

"pompmans klas I" 'n werknemer wat toesig hou op pompe, filters, besinkdamme of dekantertoestelle, hulle bedien en stel;

"pompmans klas II" 'n werknemer wat, onder algemene toesig, 'n installasie vir die pomp en verheldering van water bedien;

"oprolmasjienbediener klas I" 'n werknemer wat 'n papier-splits- en oprolmasjien bedien, beheer en stel;

"oprolmasjienbediener klas II" 'n werknemer wat 'n bord-splits/oprolmasjien bedien, beheer en stel;

"skofwerker" 'n werknemer wat dieselfde getal ure op alle gewone skofte in 'n nywerheid werk wat as 'n werksaamheid waarin ononderbroke werk deur middel van drie skofte per dag nodig is, verklaar is;

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

"lymmaker" 'n werknemer wat verantwoordelik is vir die vervaardiging van papierfabrieklym;

"lyminstallasiebediener" 'n werknemer wat 'n installasie vir die vervaardiging van papierfabrieklym bedien;

"sodawinningbediener" 'n werknemer wat verantwoordelik is vir die bediening van alle toerusting wat gebruik word vir die winning van chemikalieë uit vloeistowwe wat uit die houtkookproses ontstaan;

"sodaoplossingbereider" 'n werknemer verantwoordelik vir die byvoeging van bytsoda by water om 'n oplossing van die vereiste gehalte te kry;

"natriumhipochlorietbereider" 'n werknemer wat verantwoordelik is vir die bereiding van natriumhipochloriet en wat 'n natriumhipochlorietinstallasie kan bedien;

"sorteerder klas I" 'n werknemer wat papier nagaan vir skeure, foute of defekte, en wat velle papier kan tel;

"sorteerder klas I, gekwalifiseer," 'n sorteerder met minstens twee jaar ondervinding;

"sorteerder klas I, ongekwalifiseer," 'n sorteerder met minder as twee jaar ondervinding;

"sorteerder klas II" 'n werknemer wat bordpapier nagaan vir skeure, foute of defekte en wat velle bordpapier kan tel;

"hoogkalandermasjienbediener klas I" 'n werknemer wat verantwoordelik is vir bevoigtigers en hoogkalandermasjiene en wat sodanige toestelle en masjiene beheer, bedien en stel;

"hoogkalandermasjienbediener klas II" 'n werknemer wat, 'n hoogkalandermasjiene vir bordpapier bedien;

"turbinebediener" 'n werknemer wat 'n stoomturbine of dieselgeneratorstel bedien en beheer maar uitgesonderd om sodanige stoomturbine of dieselgeneratorstelsel aan te sit en in werking te stel;

"onbelastegewig" die gewig van enige motorvoertuig of sleepwa, soos aangegee op 'n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa, deur enige owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie, kragfiets of fiets toegerus met 'n hulpenjin, die onbelaste gewig minder as 1,000 lb. geag word;

"loon" die bedrag wat ingevolge klousule 4-ten opsigte van sy gewone werkeure soos voorgeskryf in klousule 6 aan 'n werknemer betaalbaar is; met dien verstande dat in die geval van graad VI-werknemers en arbeiders lewenskostetoelae nie by die loon inbegrepe is nie; voorts met dien verstande dat as 'n werkgewer 'n werknemer gereedkê ten opsigte van die gewone werkeure 'n hoër bedrag betaal as die wat in klousule 4 voorgeskryf is dit die hoër bedrag beteken;

"was-filtreertoestelbediener klas I" 'n werknemer wat vakuu-filtreertoestelle en -siwwe vir die was en sif van pulp vóór die bleikproses, bedien, kontroleer en stel;

"was-filtreertoestelbediener klas II" 'n werknemer wat vakuu-filtreertoestelle en -siwwe bedien, beheer en stel wat ontwerp is om pulp te was en te sif;

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

"houtbereider" 'n werknemer wat in bevel van 'n houtvoorraadskuur is en wat 'n installasie vir die verwerking van hout tot spaanders bedien en stel, en wat vir so 'n installasie verantwoordelik is.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit geag dat hy aan die klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. WAGES.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

(a) Employees other than casual employees.

	Per Week In all Areas. £ s. d.	
Chemical technician—		
during first year of experience.....	6	9 0
during second year of experience.....	7	3 0
during third year of experience.....	8	2 0
during fourth year of experience.....	9	6 0
thereafter.....	10	8 0
Foreman.....	11	13 0
Assistant Foreman.....	11	8 0
Forewoman.....	7	8 0
Handyman.....	7	8 0
Factory clerk, qualified.....	4	5 0
Factory Clerk, unqualified—		
during first six months of experience.....	3	8 3
during second six months of experience.....	3	16 6
Sorter class I, qualified.....	4	7 6
Sorter class I, unqualified—		
during first six months of experience.....	2	3 9
during second six months of experience.....	2	15 9
during third six months of experience.....	3	5 9
during fourth six months of experience.....	3	17 3
Motor vehicle driver of a motor vehicle the unladen weight of which together with any trailer or trailers drawn by such vehicle—		
(i) does not exceed 6,000 lb.....	6	9 0
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	7	17 0
(iii) exceeds 10,000 lb.....	10	8 0
Steam wagon driver.....	10	8 0

In the Witwatersrand Area, the Cape Peninsula and All Other Districts of Durban and Port Elizabeth.

	Pay Rate Per Hour. s. d.	Pay Rate Per Hour. s. d.
Artisan.....	5 7½	5 4½
Grade I employee—		
during first two months of employment	3 5½	3 0½
after first two months of employment	3 9½	3 4½
after four months of employment....	4 4½	3 9½
after one year of employment.....	4 6½	4 1
after one-and-a-half years of employment	4 8½	4 4½
after two years of employment.....	4 9½	4 5½
after two-and-a-half years of employment	4 10½	4 7½
after three years of employment.....	5 0½	4 10½
after four years of employment.....	5 2½	5 0½
Grade II employee—		
during first two months of employment	3 4½	3 0½
after first two months of employment	3 8½	3 4½
after four months of employment....	4 3½	3 9½
after one year of employment.....	4 5½	4 1
after one-and-a-half years of employment	4 7½	4 4½
after two years of employment.....	4 8½	4 5½
after two-and-a-half years of employment	4 9½	4 7½
after three years of employment.....	4 10½	4 8½
Grade III employee—		
during first two months of employment	3 2½	3 0½
after first two months of employment	3 7½	3 4½
after four months of employment....	4 1	3 9½
after one year of employment.....	4 4½	4 1
after one-and-a-half years of employment	4 6½	4 4½
after two years of employment.....	4 7½	4 5½
after two-and-a-half years' employment	4 9½	4 7½
Grade IV employee—		
during first six months of employment.	2 10½	2 8½
during second six months of employment	3 2½	3 0½
during third six months of employment	3 5½	3 2½
during fourth six months of employment	3 8½	3 5½
thereafter.....	4 0	3 8½

4. LONE.

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, moet wees soos hieronder uiteengesit:—

(a) Werknemers, uitgesonderd los werknemers.

	Per week. In alle gebiede. £ s. d.	
Skeikundige tegnikus, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	6	9 0
gedurende tweede jaar ondervinding.....	7	3 0
gedurende derde jaar ondervinding.....	8	2 0
gedurende vierde jaar ondervinding.....	9	6 0
daarna.....	10	8 0
Voorman.....	11	13 0
Assistent-voorman.....	11	8 0
Voorvrou.....	7	8 0
Algemene werksman.....	7	8 0
Fabrieksklerk, gekwalifiseer.....	4	5 0
Fabrieksklerk, ongekwalifiseer—		
gedurende eerste ses maande ondervinding....	3	8 3
gedurende tweede ses maande ondervinding....	3	16 6
Sorteerder klas I, gekwalifiseer.....	4	7 6
Sorteerder klas I, ongekwalifiseer—		
gedurende eerste ses maande ondervinding....	2	3 9
gedurende tweede ses maande ondervinding....	2	15 9
gedurende derde ses maande ondervinding....	3	5 9
gedurende vierde ses maande ondervinding....	3	17 3
Motorvoertuigdrywer van 'n motorvoertuig waarvan die onbelaste gewig saam met die van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—		
(i) nie 6,000 lb. oorskry nie.....	6	9 0
(ii) 6,000 lb. oorskry, maar nie 10,000 lb. nie.	7	17 0
(iii) 10,000 lb. oorskry.....	10	8 0
Stoomwagdrywer.....	10	8 0

In die Witwatersrandgebied, die Kaapse Skiereiland en die Landdrosdistrikte Durban en Port Elizabeth.

	Loonskaal per uur. s. d.	Loonskaal per uur. s. d.
Ambagsman.....	5 7½	5 4½
Graad I-werknemer—		
gedurende eerste twee maande diens.	3 5½	3 0½
na eerste twee maande diens.....	3 9½	3 4½
na vier maande diens.....	4 4½	3 9½
na een jaar diens.....	4 6½	4 1
na een en 'n halfjaar diens.....	4 8½	4 4½
na twee jaar diens.....	4 9½	4 5½
na twee en 'n halfjaar diens.....	4 10½	4 7½
na drie jaar diens.....	5 0½	4 10½
na vier jaar diens.....	5 2½	5 0½
Graad II-werknemer—		
gedurende eerste twee maande diens..	3 4½	3 0½
na eerste twee maande diens.....	3 8½	3 4½
na vier maande diens.....	4 3½	3 9½
na een jaar diens.....	4 5½	4 1
na een en 'n halfjaar diens.....	4 7½	4 4½
na twee jaar diens.....	4 8½	4 5½
na twee en 'n halfjaar diens.....	4 9½	4 7½
na drie jaar diens.....	4 10½	4 8½
Graad III-werknemer—		
gedurende eerste twee maande diens..	3 2½	3 0½
na eerste twee maande diens.....	3 7½	3 4½
na vier maande diens.....	4 1	3 9½
na een jaar diens.....	4 4½	4 1
na een en 'n halfjaar diens.....	4 6½	4 4½
na twee jaar diens.....	4 7½	4 5½
na twee en 'n halfjaar diens.....	4 9½	4 7½
Graad IV-werknemer—		
gedurende eerste ses maande diens...	2 10½	2 8½
gedurende tweede ses maande diens...	3 2½	3 0½
gedurende derde ses maande diens...	3 5½	3 2½
gedurende vierde ses maande diens...	3 8½	3 5½
daarna.....	4 0	3 8½

	In the Witwatersrand Area, the Cape Peninsula and the Magisterial Districts of Durban and Port Elizabeth.		All Other Areas.	
	Pay Rate Per Hour.	s. d.	Pay Rate Per Hour.	s. d.
Grade V employee—				
during first six months of employment.	2 2½		2 2½	
during second six months of employment	2 4½		2 4½	
during third six months of employment	2 6½		2 6½	
thereafter.....	2 8½		2 8½	
Learner—				
during first three months of employment	1 3		1 3	
after three months of employment....	1 6		1 6	
after one year of employment.....	1 10½		1 10½	
after one-and-a-half years of employment	2 2½		2 2½	
	Pay Rate Per Week.	£ s. d.	Pay Rate Per Week.	£ s. d.
Grade VI employee.....	2 5 6		1 13 6	
Labourer, over the age of 18 years.....	2 0 6		1 7 0	
Labourer, under the age of 18 years....	1 10 6		1 0 0	

Provided that a labourer engaged in removing, emptying, cleaning or replacing sanitary pails shall be paid the sum of two shillings and sixpence per week in addition to the weekly wage prescribed for a labourer.

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

- (b) **Casual Employees.**—A casual employee shall receive for each day or part of a day of employment not less than one-fifth of the weekly wage (or in the case of a rising scale, one-fifth of the weekly wage for a qualified employee) prescribed for an employee in the same area and of the same sex performing the same class of work as the casual employee is required to perform.
- (c) **Service Allowance.**—Artisans, Grade I, II and III employees and sorters class I who have had 5 years continuous employment with the same employer (whether before or after the coming into operation of this Agreement), shall be paid by that employer, in addition to the wage prescribed for such employee in sub-clause (a), a service allowance calculated by reference to all further continuous employment with such employer (whether before or after the coming into operation of this agreement), of not less than 2d. per hour, increasing to 3d. per hour after 10 years continuous employment and further increasing to 4d. per hour after 15 years employment.
- (d) **Shift Allowance.**—An artisan who works on afternoon or night shift shall receive an additional allowance of 5s. for each full shift so worked.
- (e) **Cost of Living Allowance.**—(i) A cost of living allowance as prescribed by War Measure No. 43 of 1942, as amended from time to time shall be paid by an employer to each of his grade VI employees and labourers in addition to the wage prescribed in this clause.
- (ii) If the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased the remuneration of employees shall be increased accordingly; provided that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost of living allowance.
- (f) An employee who at the date of coming into operation of this agreement was in receipt of a higher wage prescribed and enjoying benefits in excess of those contained in the Agreement, shall continue to receive such wage and benefits whilst employed by the same employer; provided that an employer may vary the basis of bonuses paid, subject to the provisions of Clause 11 of this agreement.

(2) **Basic of Contract.**—For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 or less.

	In die Witwatersrandgebied, die Kaapse Skiereiland en die Landdrosdistrikte Durban en Port Elizabeth.		In alle ander gebiede.	
	Loonskaal per uur.	s. d.	Loonskaal per uur.	s. d.
Graad V-werknemer—				
gedurende eerste ses maande diens...	2 2½		2 2½	
gedurende tweede ses maande diens...	2 4½		2 4½	
gedurende derde ses maande diens...	2 6½		2 6½	
daarna.....	2 8½		2 8½	
Leerling—				
gedurende eerste drie maande diens...	1 3		1 3	
na drie maande diens.....	1 6		1 6	
na een jaar diens.....	1 10½		1 10½	
na een en 'n halfjaar diens.....	2 2½		2 2½	
	Loonskaal per week.	£ s. d.	Loonskaal per week.	£ s. d.
Graad VI-werknemer.....	2 5 6		1 13 6	
Arbeider, ouer as 18 jaar.....	2 0 6		1 7 0	
Arbeider, onder 18 jaar.....	1 10 6		1 0 0	

Met dien verstande dat 'n arbeider wat sanitêre emmers verwyder, leegmaak, skoonmaak en terugplaas, die som van twee shillings en ses pennies per week moet ontvang, benewens die weeklikse loon wat vir 'n arbeider voorgeskryf is.

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

- (b) **Loswerknemers.**—'n Loswerknemer moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde ontvang van die weekloon (of in die geval van 'n stygende skaal, een-vyfde van die weekloon vir 'n gekwalifiseerde werknemer) voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat van 'n los werknemer vereis word om te verrig.
- (c) **Dienstoelae.**—Ambagsmanne, graad I, II- en III-werknemers en sorteerders klas I met 5 jaar ononderbroke diens by dieselfde werkgever (hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms) moet deur die werkgever, benewens die loon wat in subklousule (a) vir die werknemer voorgeskryf word, 'n dienstoelae betaal word, wat bereken word met inagneming van alle verdere ononderbroke diens by die werkgever (hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms), van minstens 2d. per uur, en wat verhoog word tot 3d. per uur na 10 jaar ononderbroke diens en wat voorts verhoog word tot 4d. per uur na 15 jaar diens.
- (d) **Skoftoelae.**—'n Ambagsman wat middag- of nagskof werk, moet 'n addisionele toelae van 5s. ontvang vir elke volledige skof wat aldus gewerk is.
- (e) **Lewenskostoelae.**—(i) 'n Lewenskostoelae soos voorgeskryf ingevolge Oorlogsmaatreef No. 43 van 1942, soos van tyd tot tyd gewysig, moet deur 'n werkgever aan elkeen van sy graad VI-werknemers en arbeiders betaal word benewens die loon wat in hierdie klousule voorgeskryf word.
- (ii) As die lewenskostoelae ingevolge Oorlogsmaatreef No. 43 van 1942, soos gewysig, of enige wetgewing wat dit vervang, verhoog word, moet die besoldiging van werknemers diensooreenkomstig verhoog word; met dien verstande dat die bedrag wat gekonsolideer is vir die toepassing van genoemde Oorlogsmaatreef of enige wetgewing wat dit vervang, as lewenskostoelae sal tel.
- (f) 'n Werknemer wat op die datum van die inwerkingtreding van hierdie Ooreenkoms reeds 'n hoër loon ontvang en beter voordele geniet as dié wat in hierdie Ooreenkoms vervat is, moet steeds dié loon en voordele ontvang solank as wat hy by dieselfde werkgever in diens bly; met dien verstande dat 'n werkgever die basis van bonusse wat betaal word, behoudens die bepalings van klousule 11 van die Ooreenkoms kan verander;

(2) **Kontrakkasie.**—Vir die toepassing van hierdie klousule is die basis van 'n werknemer se dienskontrak, uitgesonderd 'n los werknemer, weekliks, en behoudens soos bepaal in subklousule (3) en in klousule 5 (6) moet aan 'n werknemer per week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, hetsy hy in dié week die maksimum getal ure, voorgeskryf in klousule 6, of minder gewerk het.

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

(a) a wage higher than that of his own class, or

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

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

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

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

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

(4) *Calculation of Monthly Wage*.—Whenever the wage due to an employee is, in terms of clause 5 (1), paid monthly, the amount of such wage shall be calculated at the rate of four-and-one-third times the weekly wage prescribed in sub-clause (1) for an employee of his class and area.

(5) For the purposes of this clause, excluding sub-clause (2), the expression "employment" means continuous employment with the same employer.

5. PAYMENT OF REMUNERATION.

(1) *Employee other than a Casual Employee*.—Save as provided in clause 7 (3) any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, monthly, during the hours of work or within 15 minutes of ceasing work for the day on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day.

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

(3) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

(5) *Board and Lodging*.—Save as provided in the Native (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, as amended, an employer shall not require his employee to board and lodge or board or lodge with him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee a deduction for a holiday, sick benefit, insurance, savings, provident or pension fund; provided that in the case of a deduction for a sick benefit or provident fund referred to in the second proviso to clause 9 (1) the written consent of the employee need not be obtained;
- (b) except where otherwise provided in this agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage, which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Kruger Day, Day of the Covenant or Christmas Day on which an employee is permitted not to work, of the wage which he would have received had he worked on such day;
- (e) when an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, as amended, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder or such revised amount as may be promulgated by competent Government authority:—

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

	Per Week.	Per Month.
	s. d.	£ s. d.
Board.....	7 6	1 12 6
Lodging.....	3 0	13 0
Board and Lodging.....	10 6	2 5 6

(3) *Differensiële lone*.—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers altesaam langer as een uur op 'n dag of gedurende enige skof, benewens sy eie werk of in plaas daarvan, werk van 'n ander klas verrig waarvoor—

(a) of 'n hoër loon as dié vir sy eie klas, of

(b) 'n stygende skaal wat eindig op 'n hoër loon as dié vir sy eie klas,

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

(i) in die geval in paragraaf (a) genoem, minstens een-sesde van die hoër weekloon voorgeskryf in subklousule (1), betaal, en

(ii) in die geval in paragraaf (b) genoem, minstens een-sesde van die hoogste weekloon in subklousule (1) vir die hoër klas voorgeskryf, betaal;

met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, dienslengte, geslag of ouderdom berus, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, kragtens klousule 5 (1) maandeliks betaal word, moet dié loon bereken word teen 4½ maal die weekloon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) Vir die toepassing van hierdie klousule, uitgesonderd subklousule (2), beteken die uitdrukking „diens”, ononderbroke diens by dieselfde werkgewer.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer*.—Behoudens soos bepaal in klousule 7 (3), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, wekeliks, of as die werkgewer of werknemer aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of binne 15 minute nadat opgehou is met werk vir die dag op die gewone betaaldag van die inrigting of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind.

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

(3) *Premies*.—Vir werkverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgewer gedoen of deur hom aangeneem word nie.

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

(5) *Losies en inwoning*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of in die Naturelle-arbeid Regelingswet, 1911, soos gewysig mag geen werkgewer van sy werknemer vereis om by hom of by enige persoon of op enige plek deur hom aangewys, te loseer en in te woon of te loseer of in te woon nie.

(6) *Boetes en afrekkings*.—'n Werkgewer mag sy werknemer geen boetes oplê nie, en ook nie bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- (a) met die skriftelike toestemming van sy werknemer, 'n afrekkings vir verlof-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfondse; met dien verstande dat in die geval van 'n afrekkings vir siektebystand- of voorsorgs-fondse genoem in die tweede voorbehoudsbepaling van klousule 9 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry;
- (b) behoudens soos andersins in hierdie Ooreenkoms bepaal, as 'n werknemer van sy werk af wegbly, uitgesonderd op las of versoek van sy werkgewer, 'n afrekkings in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die werknemer se weekloon wat hy op dié tyd-stip ten opsigte van sy gewone werkure ontvang;
- (c) 'n afrekkings van enige bedrag wat by wet of kragtens 'n bevel van 'n bevoegde hof, van 'n werkgewer vereis of wat hy toegelaat word om af te trek;
- (d) ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëe Vrydag, Hemelvaartdag, Krugerdag, Geloftedag of Kersdag, waarop 'n werknemer toegelaat word om nie te werk nie, 'n afrekkings van die loon wat hy sou ontvang het as hy op daardie dag gewerk het;
- (e) as 'n werknemer toestem, of as daar kragtens die Naturelle (Stadsgebiede) Konsolidasiewet 1945, of die Naturelle-arbeid Regelingswet, 1911, soos gewysig, van hom vereis word om van sy werkgewer losies of inwoning of losies en inwoning aan te neem, 'n afrekkings van hoogstens die ondergenoemde bedrae of sodanige hersiene bedrag wat deur enige bevoegde Regeringsowerheid gepromulgeer kan word:—

In die Witwatersrand-gebied, die Kaapse Skiereiland en die Landdrostdistrikte Durban en Port Elizabeth.

	Per week.	Per maand.
	s. d.	£ s. d.
Losies.....	7 6	1 12 6
Inwoning.....	3 0	0 13 0
Losies en inwoning.....	10 6	2 5 6

	In All Other Areas.			
	Per Week.		Per Month.	
	s. d.	£	s. d.	£
Board.....	5 0	1 1	8	
Lodging.....	3 0	13	0	
Board and Lodging.....	8 0	1 14	8	

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

- (i) in the case of short-time arising out of such circumstances as temporary slackness of trade, shortage of raw materials, shortage of railway trucks or adverse weather conditions unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short-time arising out of a general breakdown of plant or machinery caused by accident or other unforeseen emergency, in respect of the first shift not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(g) with the written consent of the employee deductions shall be made by his employer for contributions to the funds of the trade unions.

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

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

(a) in the case of an employee who works a sixday week, other than a shift-worker—

- (i) forty-six hours in any week from Monday to Saturday;
- (ii) eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight-and-a-half on any day but so that the maximum shall not exceed forty-six hours in any week;

(b) in the case of an employee who works a five-day week, other than a shift worker—

- (i) forty-six hours in any one week from Monday to Friday;
- (ii) nine-and-one-fifth hours on any day;

(c) in the case of a shift worker—

- (i) forty-six hours in any week;
- (ii) eight hours on any day but the maximum ordinary hours per week shall not exceed forty-six.

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

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

- (i) if such interval be longer than one hour any period in excess of an hour-and-one-quarter shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by less than one hour shall be deemed to be continuous.

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

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work shall be consecutive.

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

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

(8) *Female Employees.*—Notwithstanding anything to the contrary in sub-clauses (1) to (7) inclusive, an employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 p.m. on more than five days in any week;
- (c) overtime for more than two hours on any day;

	In alle ander gebiede.			
	Per week.		Per maand.	
	s. d.	£	s. d.	£
Losies.....	5 0	1 1	8	
Inwoning.....	3 0	0 13	0	
Losies en inwoning.....	8 0	1 14	8	

(f) as die gewone werkure, in klousule 6 voorgeskryf, weens korttyd verminder word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering, van die werknemer se weekloon gedeel deur ses-en-veertig; met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd weens omstandighede soos 'n tydelike handelslapse, tekort aan grondstowwe, spoorwegtrokke of weens ongunstige weerstoestande, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus in te kort;

(ii) in die geval van korttyd veroorsaak deur 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of onvoorsiene noodgeval, ten opsigte van die eerste skof wat nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag in kennis gestel het dat geen werk beskikbaar sou wees nie.

(g) Met die skriftelike toestemming van die werknemer word aftrekkings deur sy werkgever gemaak vir bydraes tot die fondse van die vakverenigings;

Vir die toepassing van hierdie klousule beteken die uitdrukking „Witwatersrandgebiede" die landdrosdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg en Vereeniging, en die uitdrukking „Kaapse Skiereiland" die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad.

6. GEWONE WERKURE EN OORTYD EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag hoogstens die volgende wees:—

(a) In die geval van 'n werknemer wat 'n sesdaagse week werk, uitgesonderd 'n skofwerker—

- (i) ses-en-veertig uur in enige week van Maandag tot Saterdag;
- (ii) agt uur op enige dag, tensy die ure op een dag nie meer as vyf is nie; in dié geval mag die ure op die ander dae nie meer as agt en 'n half op enige dag wees nie, maar sodat die maksimum nie meer as ses-en-veertig in enige week is nie;

(b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, uitgesonderd 'n skofwerker—

- (i) ses-en-veertig in enige week van Maandag tot Vrydag;
- (ii) nege en een-vyfde uur op enige dag;

(c) in die geval van 'n skofwerker—

- (i) ses-en-veertig in enige week;
- (ii) agt uur op enige dag, maar die maksimum gewone ure per week mag nie meer as ses-en-veertig wees nie.

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

(3) *Etenspouses.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n skofwerker, langer as vyf uur aanmekeer werk sonder 'n etenspouse van minstens een uur nie waarin nie vereis of toegelaat kan word dat 'n werknemer enige werk doen nie, en dit word geag dat sodanige pouse nie deel van die gewone werkure of oortyd is nie: Met dien verstande dat—

- (i) indien sodanige pouse langer as 'n uur duur, enige tydperk langer as een en 'n kwart uur as gewone werkure beskou word;
- (ii) werktidperke wat onderbreek word deur pouses van korter as 'n uur as aaneenlopend beskou moet word.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n skofwerker 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan die middel van elke oggend- en namiddagwerktidperk, en gedurende hierdie pouse mag nie vereis of toegelaat word dat die werknemer enige werk verrig nie, en daar word geag dat sodanige pouse deel van die gewone werkure uitmaak.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousules (3) en (4), moet alle werkure aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer bo die getal ure, voorgeskryf in subklousules (1) en (2), gewerk het, moet as oortyd beskou word.

(7) *Beperking van oortyd.*—'n Werkgever mag nie vereis of toelaat dat sy werknemer langer as tien uur in 'n week oortyd werk nie.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in subklousules (1) tot en met (7), mag 'n werkgever nie vereis of toelaat dat 'n vroulike werknemer—

- (a) tussen 6 namiddag en 6 voormiddag werk nie;
- (b) na 1 namiddag werk op meer as vyf dae in 'n week nie;
- (c) langer as twee uur oortyd op enige dag werk nie;

- (d) overtime on more than three consecutive days;
- (e) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- given notice thereof to such employee before the meal interval of that day; or
 - provided such employee with an adequate meal before she has to commence overtime; or
 - paid such employee not less than two shillings and six pennies in sufficient time to enable her to obtain and partake of, a meal before the overtime is due to commence.

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

(10) *Savings.*—The provisions of this clause shall not apply to watchmen, and to managers, sub-managers, senior managerial, professional and administrative personnel and foremen if the employees of the said classes are in receipt of wages at a rate of not less than £780 per annum.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee in respect of each completed twelve months of employment with him—

- in the case of artisans, grades I, II and III employees, watchmen, three consecutive weeks' leave;
- in the case of sorters class I—
 - two weeks' leave in respect of the first completed twelve month's employment;
 - three weeks leave in respect of each succeeding completed twelve month's employment;
- in the case of every other employee, two consecutive weeks' leave; on full pay.

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

- if such leave has not been granted earlier it shall be granted within two months of the completion of the twelve months of employment to which it relates;
- the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo military training;
- if New Year's Day, Good Friday, Ascension Day, Kruger Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay;
- an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the twelve months of employment to which the period of annual leave relates;
- no employee shall engage in any employment for gain during the period of his leave.

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

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

- in the case of an employee referred to in paragraph (a) and (b) (ii) of sub-clause (1), one-fourth of the weekly wage;
- in the case of an employee referred to in paragraph (b) (1) and (c) of sub-clause (1), one-sixth of the weekly wage

he was receiving immediately before the date of such termination; provided that for the purpose of this sub-clause the expression wage means in the case of grade VI employees and labourers, the employee's wage plus his cost of living allowance.

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

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

- absent on leave in terms of sub-clause (1);
- absent from work on the instructions or at the request of his employer;

- op meer as drie agtereenvolgende dae oortyd werk nie;
- na voltooiing van haar gewone werkure langer as een uur oortyd op enige dag werk nie, tensy hy—
 - sodanige werknemer voor die etenspouse van daardie dag daarvan in kennis gestel het; of
 - sodanige werknemer van 'n geskikte ete voorsien het voordat sy oortyd begin werk; of
 - sodanige werknemer minstens twee sjielings en ses pennies betyds betaal het om haar in staat te stel om 'n ete te bekom en dit te nuttig voordat oortyd begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet aan sy werknemer vir alle oortyd deur hom gewerk, besoldiging betaal teen 'n skaal van minstens een en 'n derde maal die werknemer se betaalde loon.

(10) *Voorbehoude.*—Die bepalings van hierdie klousule is nie van toepassing nie op wagte en op bestuurders, onderbestuurders, senior bestuurs-, professionele en administratiewe personeel en voormanne, as die werknemers van genoemde klasse lone van minstens £780 per jaar ontvang.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide twaalf maande diens by hom, die volgende toestaan:—

- in die geval van ambagsmanne, graad I-, II- en graad III-werknemers en wagte, drie opeenvolgende weke verlof;
- in die geval van klas I-sorteerders—
 - twee weke verlof ten opsigte van die eerste voltooide tydperk van twaalf maande diens;
 - drie weke verlof ten opsigte van elke daaropvolgende voltooide tydperk van twaalf maande diens;
- in die geval van alle ander werknemers, twee opeenvolgende weke verlof met volle besoldiging;

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

- as sulke verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het;
- die tydperk van verlof nie met siekteverlof, toegestaan ingevolge klousule 9, of met enige tydperk waarin die werknemer militêre opleiding moet meemaak, mag saamval nie;
- as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Krugerdag, Geloftedag of Kersdag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elke sodanige dag as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;
- 'n werkgewer enige dag geleentheidsverlof met volle betaling wat op die skriftelike versoek van sy werknemer gedurende die twaalf maande diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftydperk kan aftrek.
- geen werknemer mag gedurende sy verloftydperk vir vergoeding werk nie.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof genoem in subklousule (1) tesame met enige vakansie-verlofbonus wat ingevolge klousule 8 verskuldig is, moet voor of op die laaste werkdag voor die aanvang van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende twaalf maande diens by dieselfde werkgewer eindig voor die tydperk van verlof wat in subklousule (1) voorgeskryf word, opgeloopt het, moet, behoudens soos bepaal in die vierde voorbehoudebepaling van subklousule (2), by dié beëindiging in plaas van verlof en ten opsigte van elke volle maand diens van die tydperk van minder as twaalf maande, minstens die volgende betaal word:—

- In die geval van 'n werknemer genoem in paragraaf (a) en (b) (ii) van subklousule (1), 'n kwart van sy weekloon;
- in die geval van 'n werknemer genoem in paragraaf (b) (i) en (c) van subklousule (1), een sesde van die weekloon

wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat vir die toepassing van hierdie subklousule die uitdrukking loon in die geval van graad VI-werknemers en arbeiders die werknemer se loon plus sy lewenskostoelae beteken.

(5) 'n Werknemer wat op 'n tydperk van verlof kragtens subklousule (1) reregig geword het en wie se dienskontrak voor die toestaan van die verlof eindig, moet onmiddellik by sodanige beëindiging die bedrag ontvang wat hy as volle betaling ten opsigte van die verlof sou ontvang het as die verlof aan hom toegestaan was.

(6) Vir die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens" enige tydperk of tydperke omvat waarin die werknemer—

- met verlof afwesig is kragtens subklousule (1);
- op las of op versoek van sy werkgewer van sy werk afwesig is;

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

(d) undergoing any military training;

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

- (i) in the case of an employee who had before the coming into force of this agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. HOLIDAY LEAVE BONUS.

In addition to any leave money payable in terms of clause 7 an employer shall pay to an employee who has completed 12 months continuous employment with the same employer in respect of each completed period of 12 months employment with him a holiday bonus calculated as follows:—

- (i) In the case of artisans, grade I, grade II and grade III employees £30 during the first 5 years of continuous employment and £35 thereafter;
- (ii) in the case of grade IV and grade V employees, sorters class I and handymen, £10.

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

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

9. SICK LEAVE.

(1) An employer shall grant to his employee other than a casual employee, who after one month's employment with him is absent from work through incapacity, not less than twenty-four days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the remuneration he would have received had he worked during such period; provided that—

- (i) in the first twenty-four consecutive months' employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;
- (iii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his remuneration for twenty-four work days in each cycle of twenty-four months' employment, except that during the first twenty-four months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iv) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (v) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full remuneration the provisions of this clause shall not apply.

(c) kragtens klousule 9 met siekteverlof afwesig is;

(d) enige militêre opleiding meemaak;

wat altesaam in enige jaar hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) plus enige opleiding meegemaak kragtens item (d), en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof kragtens enige wet geregtig geword het, vanaf die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar nog nie op verlof daarkragtens geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het, of vanaf die datum van inwerking-treding van hierdie Ooreenkoms, na gelang van die jongste datum.

8. VAKANSIEVERLOFBONUS.

Benewens enige verlofbesoldiging betaalbaar kragtens klousule 7, moet 'n werkgever aan 'n werknemer wat twaalf maande ononderbroke diens by dieselfde werkgever voltooi het ten opsigte van elke voltooiende tydperk van twaalf maande diens by hom 'n vakansiebonus betaal wat soos volg bereken word:—

- (i) In die geval van ambagsmanne, graad I-, graad II- en graad III-werknemers, £30 gedurende die eerste 5 jaar ononderbroke diens en £35 daarna;
- (ii) in die geval van graad IV- en graad V-werknemers, sorteersders klas I en algemene werksmanne, £10.

Die vakansiebonus is betaalbaar wanneer die werknemer met jaarlikse verlof gaan; met dien verstande dat as 'n werknemer na sy eerste twaalf maande ononderbroke diens by dieselfde werkgever aangese word om met verlof te gaan voor voltooiing van die twaalf maande diens waarop die verlofbonus betrekking het, by geregtig is op 'n pro rata bedrag bereken slegs op die basis van voltooiende maande diens; voorts met dien verstande dat as die werknemer nadat hy van verlof teruggekeer het, die twaalf maande diens sou voltooi waarop die verlofbonus betrekking het hy deur sy werkgever die verskil betaal moet word tussen die bedrag wat hy betaal is toe hy met verlof gegaan het en die bedrag waarop hy geregtig sou gewees het as hy twaalf maande ononderbroke diens voltooi het en toe met verlof gegaan het.

Vir die toepassing van hierdie klousule het die uitdrukking „ononderbroke diens" en „diens" dieselfde betekenis as dié wat in klousule 7 (6) aan „diens" toegeken is, en diens word geag te begin van die datum waarop 'n werknemer laas by sy werkgever in diens getree het.

9. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n los werknemer wat na 'n maand diens by hom weens ongeskiktheid van die werk afwesig is minstens vier-en-twintig dae siekteverlof altesaam toestaan gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom en aan die werknemer ten opsigte van 'n tydperk van afwesigheid ingevolge hiervan minstens die besoldiging betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het, met dien verstande dat—

- (i) 'n werknemer in die eerste vier-en-twintig opeenvolgende maande diens nie geregtig is op siekteverlof met volle betaling van meer as een werkdag ten opsigte van elke voltooiende maand diens nie;
- (ii) 'n werkgever as voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer ingevolge hierdie klousule ten opsigte van afwesigheid van werk eis, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig;
- (iii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes doen wat minstens gelyk is aan dié wat die werkgever doen, tot 'n fonds of organisasie aangewys deur die werknemer as hierdie fonds of organisasie aan die werknemer in geval van sy ongeskiktheid in omstandighede soos uiteengesit in hierdie klousule die betaling aan hom waarborg van minstens sy totale besoldiging vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens uitgesonderd dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes betaal die gewaarborgde skaal nie die skaal waarvolgens die bedrag ooploop en wat in die eerste voorbehoudsbepaling by hierdie subklousule uiteengesit is, hoef te oorskry nie;
- (iv) as van 'n werkgever by wet vereis word om gelde te betaal vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer en hy die gelde wel betaal, die bedrag wat aldus betaal is van die betaling afgetrek kan word wat verskuldig is ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule;
- (v) as van 'n werkgever ingevolge 'n ander wet vereis word om aan sy werknemer ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word sy volle besoldiging te betaal, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued, but his employer shall, unless he has previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(3) For the purpose of this clause the expression—
“employment” shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of clause 7;
- (b) absent from work on the instructions or at the request of his employer;
- (c) absent on sick leave in terms of sub-clause (1);
- (d) undergoing any military training;

amounting in the aggregate in any period of twelve months to not more than ten weeks in respect of items (a), (b) and (c), plus the period of any military training undergone in that cycle of 12 months and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this agreement shall for the purposes of this clause be deemed to be employment under this agreement, and any sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this agreement;

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

10. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee other than a casual employee or watchman, shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Kruger Day, Day of the Covenant and Christmas Day: Provided that an employee may be required to work on any such day: Provided further that, in the case of an employee who works a five-day week, when such holiday falls on a Saturday, the provisions of this sub-clause shall not apply.

(2) *Payment for Work on Public Holidays.*—(a) An employee, other than a watchman, who is required or permitted to work on New Year's Day, Good Friday, Ascension Day, Kruger Day or Day of the Covenant shall be paid a full shift in addition to receiving the equivalent pay for a full shift for the holiday.

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

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

For all time worked in excess of a normal shift on any of the days mentioned, an employee shall be paid at double rates.

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

- (i) pay to the employee if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week-day; or
- (ii) pay to the employee if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of pay, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (iii) pay to the employee for each hour or part of an hour so worked not less than one-and-one-third times his ordinary wage in respect of the total period worked on such Sunday and shall grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary wage as if he on such holiday worked his average ordinary working hours for that day of the week.

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

(2) As 'n werknemer gedurende die eerste tydkring van vier-entwintig maande diens by dieselfde werkgever, weens ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat ten tye van sodanige ongeskiktheid vir hom opgeloopt het, is hy slegs geregtig op betaling ten opsigte van die siekteverlof wat aldus opgeloopt het; dog sy werkgever moet, tensy hy dit tevore gedoen het, by die verstryking van genoemde dienstydkring of by diensbeëindiging voor die verstryking, hom ten opsigte van die langer tydperk van afwesigheid weens ongeskiktheid in dié mate betaal wat siekteverlof wat by die verstryking of beëindiging opgeloopt het, nie geneem is nie.

(3) Vir die toepassing van hierdie klousule word dit geag dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer—

- (a) met verlof afwesig is kragtens klousule 7;
- (b) op las of op versoek van sy werkgever van sy werk afwesig is;
- (c) met siekteverlof afwesig is kragtens subklousule (1);
- (d) militêre opleiding meemaak;

wat altesaam in enige tydperk van twaalf maande hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) plus die tydperk van militêre opleiding meegemaak in dié tydkring van 12 maande en die tydperk wat 'n werknemer onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgever in diens was, word vir die toepassing van hierdie klousule as diens onder hierdie Ooreenkoms geag en alle siekteverlof met volle betaling wat gedurende dié tydperk aan so 'n werknemer toegestaan is, word geag as toegestaan ingevolge hierdie Ooreenkoms.

„Ongeskiktheid” onvermoë om te werk vanweë siekte of besering uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is of 'n besering opgedoen in 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is.

10 OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer uitgesonderd 'n los werknemer of wag, is geregtig op verlof en dit moet met volle besoldiging aan hom toegestaan word op Nuwejaarsdag, Goeie Vrydag Hemelvaartsdag, Krugerdag, Geloftedag en Kersdag: Met dien verstande dat daar van 'n werknemer vereis kan word om op enige sodanige dag te werk: Voorts met dien verstande dat, in die geval van 'n werknemer wat 'n vyfdaagse week werk, die bepalings van hierdie subklousule nie van toepassing is nie as sodanige vakansiedag op 'n Saterdag val.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Aan 'n werknemer, uitgesonderd 'n wag, van wie vereis of wat toegelaat word om op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Krugerdag of Geloftedag te werk, moet daar, behalwe die ekwivalente betaling vir 'n volle skof vir die vakansiedag, vir 'n volle skof betaal word.

(b) 'n Werknemer, uitgesonderd 'n wag, van wie vereis of wat toegelaat word om op Kersdag te werk, moet, behalwe die ekwivalente betaling vir 'n volle skof vir die vakansiedag, ook vir 'n volle skof betaal word en boonop moet een dag verlof aan hom toegestaan word.

As hierdie addisionele dag verlof nie toegestaan word nie moet daar aan die betrokke werknemer 'n addisionele skof in plaas daarvan betaal word.

(c) Wanneer 'n los werknemer ook al op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Krugerdag, Geloftedag of Kersdag werk, moet sy werkgever aan hom vir elke sodanige dag minstens een-agste van sy dagloon betaal vir elke uur of gedeelte van 'n uur deur hom gewerk plus die dagloon voorgeskryf in klousule 4 (1) (b);

Vir alle tyd wat daar op enige van die genoemde dae langer as die gewone skof gewerk word, moet 'n werknemer twee maal die gewone loon betaal word.

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

- (i) aan die werknemer as hy 'n tydperk van hoogstens vier uur aldus werk, minstens die bewone loon betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (ii) aan die werknemer as hy 'n tydperk van langer as vier uur aldus werk besoldiging betaal teen minstens twee keer sy gewone loonskaal ten opsigte van die totale tydperk wat op die Sondag gewerk is, of besoldiging teen minstens twee keer die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, watter ook al die grootste is; of
- (iii) aan die werknemer vir elke uur of gedeelte van 'n uur aldus gewerk minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk op dié Sondag gewerk, en hom binne sewe dae na dié Sondag een dag vakansie toestaan en aan hom ten opsigte daarvan besoldiging betaal teen minstens sy gewone loon asof hy op die vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Wanneer 'n skofwerker ook al op Sondag werk, moet sy werkgever hom minstens een en 'n half keer sy gewone loon betaal vir die ure wat hy op die Sondag gewerk het; met dien verstande dat as 'n skofwerker op 'n Sondag werk wat sykerende diensvrydag is, sy werkgever aan hom minstens dubbel sy gewone loon moet betaal ten opsigte van die totale tydperk wat hy op dié dag gewerk het; voorts met dien verstande dat hy minstens dubbel sy gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal moet word.

11. INCENTIVE BONUS WORK.

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement other than this section, an employer may pay an employee additional bonus remuneration for work in excess of basic standards determined by the employer.

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

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

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

14. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, an employer shall upon termination of the contract of employment of such employee furnish him with a certificate of service showing the full names of the employer and his employee, the nature of his employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination: Provided that in the case of an employee whose wage is on a rising scale on the basis of period of employment or experience the employer shall furnish such employee with a certificate of service.

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than the notice prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

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

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

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

- (a) on annual leave in terms of clause 7;
- (b) on sick leave in terms of clause 9;
- (c) whilst undergoing military training.

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

(6) For the purpose of this clause the expression "wage" means in the case of grade VI employees and labourers the employee's wage plus his cost of living allowance.

11. AANSPOORINGSBONUSWERK.

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms, uitgesonderd hierdie artikel, geregtig sou wees nie, kan 'n werkgewer aan 'n werknemer bykomende bonusbesoldiging betaal vir werk bo die basiese standaarde deur die werkgewer vasgestel.

(2) 'n Werkgewer wat met 'n aansporingsbonuskema wil begin, moet dié voorneme bekend maak aan die vakverenigings wat partye is by hierdie Ooreenkoms en wie se lede daarby betrokke is, en hy moet besonderhede van die skema bekend maak in die werkplek van die betrokke werknemers, en 'n afskrif daarvan vir bewaring by die Sekretaris en alle lede van die Nywerheidsraad indien.

Ingeval die skema of enige wysiging daarvan nie, die goedkeuring wegdra van die vakverenigingspartye nie, moet die saak onmiddellik deur die werkgewer en die betrokke vakvereniging bespreek word, en indien daar nie tot onderlinge ooreenkoms geraak word nie, moet dit laat vaar word.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet enige uniform, oorpak of beskermende klere wat hy van sy werknemer kan vereis om te dra, of wat hy kragtens enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in goeie toestand hou, en sulke uniforms, oorpakke en beskermende klere bly die werkgewer se eiendom.

13. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN FYFTIEN JAAR.

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

14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werkgewer by beëindiging van die dienskontrak van sodanige werknemer, hom van 'n dienssertifikaat voorsien wat die volle name van die werkgewer en sy werknemer, die aard van sy werk, die datums waarop werk begin en die kontrak beëindig is en die besoldigingskaal ten tye van sodanige beëindiging, aantoon: Met dien verstande dat in die geval van 'n werknemer wie se loon op 'n stygende skaal is op grondslag van die tydperk van diens of ondervinding, die werkgewer sodanige werknemer van 'n dienssertifikaat moet voorsien.

15. BEËINDIGING VAN KONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens vier-en-twintig uur kennis gee van sy voorneme om die dienskontrak te beëindig of 'n werkgewer of werknemer kan die dienskontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing minstens die volgende aan die werknemer te betaal, of aan die werkgewer te betaal of te verkeer, na gelang van die geval—

- (a) In die geval van 'n werknemer wat 'n vyfdaagse week werk, een-vyfde van die weekloon wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging;
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, een-sesde van die weekloon wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging; of
- (c) in die geval van 'n werknemer wat 'n sewedaagse week werk, een-sewende van die weekloon wat die werknemer ontvang het onmiddellik voor die datum van diensbeëindiging;

Met dien verstande dat dit nie inbreuk maak nie op—

- (i) die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing te beëindig om enige rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf is;
- (iii) die toepassing van enige verbodings of boetes wat by wet toegepas kan word ingeval 'n werknemer dros.

(2) Ondanks andersluidende bepalings in subklousule (1) moet die tydperk van kennis wat 'n werkgewer of 'n werknemer moet gee om die dienskontrak van 'n werknemer wat deur sy werkgewer van losies en inwoning voorsien word, te beëindig, minstens een week wees, en, behoudens hierdie diensopseggingstermyn is, die bepalings van subklousule (1) *mutatis mutandis* van toepassing op die beëindiging van die dienskontrak van sodanige werknemer.

(3) As 'n ooreenkoms aangegaan is kragtens die tweede voorbehoudsbepaling van subklousule (1), moet die betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waaroor daar ooreengekom is.

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

- (a) met jaarlikse verlof kragtens klousule 7;
- (b) met siekteverlof kragtens klousule 9;
- (c) terwyl hy militêre opleiding meemaak.

(5) Die kennis genoem in subklousule (1) word van krag op die datum waarop dit gegee word, en kan behoudens soos bepaal in subklousule (4), te eniger tyd gegee word.

(6) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon" in die geval van graad VI-werknemers en arbeiders die werknemer se loon plus sy lewenskostetoelae.

16. LEARNERS.

The employment by an employer of a person as a learner is prohibited except on or under the following condition:—

An employer shall not employ any person as a learner for more than three years or after such person has reached the age of twenty-one years, whichever period of employment is the shorter.

17. EXEMPTIONS.

(a) The Council may grant exemption from any of the provisions of this Agreement.

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

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

- (i) the full name of the person concerned;
 - (ii) the provisions of the Agreement from which exemption is granted;
 - (iii) the conditions subject to which such exemption is granted;
 - (iv) the period during which exemption shall operate.
- (d) The Secretary to the Council shall—
- (i) number consecutively all licences issued;
 - (ii) retain a copy of each licence issued;
 - (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
 - (iv) forward a copy of the exemption to the Divisional Inspector of Labour in whose area the exemption is applicable.

18. AGENTS.

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

19. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct an amount of 3d. per week from the earnings of each of his employees for whom an hourly wage of 2s. 8½d. and more or a weekly wage of more than £4. 7s. 6d. is prescribed in clause 4 (1) (a) of this agreement.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the fifteenth day of the following month the total sum for the month in question to the Secretary of the Council, accompanied by a statement showing the total number of employees concerned.

20. TRADE UNIONS.

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

(B) The employers shall deduct in terms of clause 5 (6) (g) from the remuneration of each employee the amount of the subscriptions payable to his Trade Union party to this agreement and shall each month transmit by cheque to the respective Trade Unions the amounts so collected together with a statement showing each employee's payments.

(C) The employers shall give to duly accredited representatives of the party Trade Unions every reasonable facility to attend to their Trade Union duties in their respective establishments.

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

21. REGISTRATION OF EMPLOYERS.

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

- (a) Full name and address;
- (b) business address.

(2) Where the employer is a partnership or a Company, information in accordance with sub-section (1) of this section as well as the title under which the partnership operates shall be furnished in respect of each partner or the directors of the company.

(3) The Secretary of the Council shall maintain a register of employers (including partnerships and companies).

16. LEERLINGE.

Geen werkgever mag 'n werknemer as leerling in diens neem nie behalwe op die onderstaande voorwaarde:—

'n Werkgever mag 'n persoon nie as leerling in dien hê vir langer as drie jaar of nadat so 'n persoon een-en-twintig jaar oud geword het nie na gelang van die kortste dienstyderk.

17. VRYSTELLINGS.

(a) Die Raad kan vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(b) Die Raad moet die voorwaardes waarop vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag is, vasstel, met dien verstande dat nadat die Raad sewe dae skriftelik kennis aan die betrokke persoon gegee het, hy 'n vrystellingsertifikaat kan intrek, of die tydperk waarvoor dit verleen is, verstryk het of nie.

(c) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—

- (i) die volle naam van die betrokke persoon;
 - (ii) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (iii) die voorwaardes waarop vrystelling verleen word;
 - (iv) die tydperk waarvoor vrystelling verleen word.
- (d) Die Sekretaris van die Raad moet—
- (i) alle sertifikate wat uitgereik word, in volgorde nummer;
 - (ii) van elke sertifikaat wat uitgereik word, 'n afskrif hou;
 - (iii) wanneer vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur;
 - (iv) 'n afskrif van die vrystellingsertifikaat stuur aan die Afdelingsinspekteur van Arbeid in wie se gebied die vrystelling van krag is.

18. AGENTE.

Die Raad kan een of meer aangewese persone aanstel as agente om by die uitvoering van die bepalings van hierdie Ooreenkoms te help. Die werkgevers en werknemers is verplig om die agente toe te laat om die ondersoek in te stel en dié boeke en/of geskrifte te ondersoek en die persone te ondervra wat vir hierdie doel nodig kan wees.

19. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgever die bedrag van 3d. per week aftrek van die verdienste van elk van sy werknemers vir wie 'n uurloon van 2s. 8½d. en meer of 'n weekloon van meer as £4. 7s. 6d. in klousule 4 (1) (a) van die Ooreenkoms voorgeskryf word.

By die totaal van die bedrae aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale som vir die betrokke maand voor of op die vyftiende dag van die volgende maand aan die Sekretaris van die Raad stuur, tesame met 'n staat wat die totale getal betrokke werknemers aantoon.

20. VAKVERENIGINGS.

(a) Die werkgevers erken uitsluitlik die vakverenigings wat partye is of kan word by die Raad en moet alle onderhandelings aangaande diensvoorwaardes soos gedek deur hierdie Ooreenkoms, solank hierdie Ooreenkoms van krag bly, met hulle voer.

(b) Die werkgevers moet die bedrag van die ledegelde betaalbaar aan sy vakverenigingsparty by hierdie Ooreenkoms ingevolge klousule 5 (6) (g) van die besoldiging van elke werknemer aftrek en moet die bedrae wat aldus ingevorder is, elke maand per tjek aan die onderskeie vakverenigings stuur, vergesel van 'n staat waarop elke werknemer se betalings aangetoon word.

(c) Die werkgevers moet aan behoorlik geakkrediteerde verteenwoordigers van die partyvakverenigings alle redelike fasiliteite verleen om hul vakverenigingspligte in hul onderskeie inrigtings na te kom.

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

21. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever wat dit nie ingevolge enige vorige Ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf die datum waarop die Ooreenkoms in werking tree en elke werkgever wat na daardie datum tot die Pulp- en Papiernywerheid toetree, moet binne een maand vanaf die datum waarop hy met werksaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad stuur—

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

(2) As die werkgever 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig subartikel (1) van hierdie artikel asook die titel waaronder die vennootskap optree, ten opsigte van elke vennoot of die direkteure van die maatskappy verstrek word.

(3) Die Sekretaris van die Raad moet 'n register van werkgevers (met inbegrip van vennootskappe en maatskappy) byhou.

22. ADMINISTRATION OF AGREEMENT.

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

Signed on behalf of the parties at Johannesburg this 4th day of October, 1960.

M. W. RICHARDS,
Chairman of the Council.
R. F. BUDD,
Vice-Chairman of the Council.
J. STANLEY H. REED,
Secretary of the Council.

No. 1937.] [25 November 1960.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

PULP AND PAPER MANUFACTURING INDUSTRY,
UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Pulp and Paper Manufacturing Industry, Union of South Africa, published under Government Notice No. 1936, dated 25th November, 1960, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

J. DE KLERK,
Minister of Labour.

No. 1938.] [25 November 1960.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE UNDER WAR
MEASURE No. 43 of 1942, AS AMENDED.

PULP AND PAPER MANUFACTURING INDUSTRY,
UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulation in respect of all employees, except grade VI employees and labourers, for whom wages are prescribed in the Agreement for the Pulp and Paper Manufacturing Industry, Union of South Africa, published under Government Notice No. 1936 of 25th November, 1960.

J. DE KLERK,
Minister of Labour.

22. TOEPASSING VAN OOREENKOMS.

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

Namens die partye geteken in Johannesburg, op hede die vierde dag van Oktober 1960.

M. W. RICHARDS,
Voorsitter van die Raad.
R. F. BUDD,
Ondervoorsitter van die Raad.
J. STANLEY H. REED,
Sekretaris van die Raad.

No. 1937.] [25 November 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

PULP- EN PAPIERVERVAARDIGINGSNYWER-
HEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar krachtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Pulp- en Papiervervaardigingsnywerheid, Unie van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. 1936 van 25 November 1960, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

J. DE KLERK,
Minister van Arbeid.

No. 1938.] [25 November 1960.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

PULP- EN PAPIERVERVAARDIGINGSNYWER-
HEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, skort, krachtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatregel No. 43 van 1942, soos gewysig, gepubliseer is, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers, uitgesonderd graad VI-werknemers en arbeiders vir wie lone voorgeskryf word in die Ooreenkoms vir die Pulp- en Papiervervaardigingsnywerheid, Unie van Suid-Afrika, wat by Goewermentskennisgewing No. 1936 van 25 November 1960 gepubliseer is.

J. DE KLERK,
Minister van Arbeid.

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