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[No. 96.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 849.] [13 October 1961.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

IRON, STEEL, ENGINEERING AND METALLUR-
GICAL INDUSTRY, REPUBLIC OF SOUTH
AFRICA.

AMCOR AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-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 appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 11th December, 1962, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the African Metals Corporation, Limited, a member of that organisation, and its employees who are members of those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in Parts I (excluding sections 2, 17 and 20), II, III and IV of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 11th December, 1962, 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 areas occupied by the African Metals Corporation, Limited, at Kookfontein in the Magisterial District of Vereeniging; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the areas occupied by the African Metals Corporation, Limited, at Kookfontein in the Magisterial District of Vereeniging and from the second Monday after the date of publication of this notice and for the period ending on the 11th December, 1962, the provisions contained in Parts I (excluding sections 2, 6, 17 and 20), II, III and IV 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.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 849.] [13 Oktober 1961.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

YSTER-, STAAL-, INGENIEURS- EN METAAL-
NYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.

AMCOROOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, 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 hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metaalnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Desember 1962 eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die African Metals Corporation, Limited, 'n lid van daardie organisasie, en sy werknemers wat lede van daardie vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van Dele I (uitgesonderd artikels 2, 17 en 20), II, III en IV van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Desember 1962 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 gebiede geokkupeer deur die African Metals Corporation, Limited, te Kookfontein in die landdrosdistrik Vereeniging; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van Dele I (uitgesonderd artikels 2, 6, 17 en 20), II, III en IV van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Desember 1962 eindig, in die gebiede geokkupeer deur die African Metals Corporation, Limited, te Kookfontein in die landdrosdistrik Vereeniging, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 850.]

[13 October 1961.]

WAR MEASURE ACT, 1940.

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

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY, REPUBLIC OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 21 of Part I of the Agreement for the Iron, Steel, Engineering and Metallurgical Industry, published under Government Notice No. 849 of the 13th October, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

AGREEMENT

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

Iron and Steel Producers' Association of South Africa (for and on behalf of African Metals Corporation, Limited),

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

Amalgamated Engineering Union of South Africa;
S.A. Boilermakers', Iron and Steel Workers' and Shipbuilders' Society;

South African Electrical Workers' Association;
S.A. Yster en Staalbedryfsvereniging;

of the other part (hereinafter referred to as "the employees" or "the trade unions");
being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries.

PART I.

1. SCOPE OF APPLICATION OF THIS AGREEMENT.

(1) The terms of this Agreement shall be observed in the undertakings of the African Metals Corporation, Limited, at Kookfontein by the employers' organisation and the trade unions which entered the said Agreement and by the employer and employees who are members of that organisation or of those trade unions; provided that they shall apply to—

- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder; and
- (b) trainees under the Training of Artisans Act, 1951, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF APPLICATION OF AGREEMENT.

The terms of 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 and run concurrently with the Agreements of the other Groups of the Iron, Steel, Engineering and Metallurgical Industries, so as to expire simultaneously therewith.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Amcor" means the undertaking of the African Metals Corporation, Limited, at Kookfontein in the Province of the Transvaal;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act, 1944;

No. 850.]

[13 Oktober 1961.]

WET OP OORLOGSMAATREËLS, 1940.

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

YSTER-, STAAL-, INGENIEURS- EN METAAL-NYWERHEID. REPUBLIEK VAN SUID-AFRIKA.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie vier van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers wat ingevolge klousule 21 van Deel I van die Ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid, gepubliseer by Goewermentskennisgewing No. 849 van 13 Oktober 1961, op 'n lewenskostetoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

NASIONALE NYWERHEIDSKRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.

OOREENKOMS

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

Iron and Steel Producers' Association of South Africa (vir en namens African Metals Corporation, Limited),

aan die een kant (hieronder die „werkgever" of die „werknemersorganisasie" genoem), en die

Amalgamated Engineering Union of South Africa;
S.A. Boilermakers', Iron and Steel Workers' and Shipbuilders' Society;
South African Electrical Workers' Association;
S.A. Yster en Staalbedryfsvereniging;

aan die ander kant (hieronder die „werknemers" of die „vakverenigings" genoem)
wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

DEEL I.

1. TOEPASSINGSBESTEK VAN HIERDIE OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die ondernemings van die African Metals Corporation, Ltd., te Kookfontein nagekom word deur die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en deur die werkgever en werknemers wat lede van daardie organisasie of van daardie vakverenigings is; met dien verstande dat—

- (a) sodanige bepalings op vakleerlinge van toepassing is slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens vasgestel is, onbestaanbaar is nie; en
- (b) sodanige bepalings op kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, 1951, van toepassing is slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens vasgestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag bepaal en het dieselfde geldigheidsduur as die ooreenkomste van die ander groepe van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede sodat hulle almal gelyktydig verval.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en wat in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar melding van 'n Wet gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet", die Wet op Nywerheidsversoening, 1956;

„Amcor", die onderneming van die African Metals Corporation, Limited, te Kookfontein in die provinsie Transvaal;

„vakleerling", 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word of ingevolge 'n vakleerlingkontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is;

"Council" means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

"employee" means an employee whose rate of pay is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council or an apprentice or a trainee;

"hourly rate" (where a basic rate, additional rate and consolidated rate is specified) means the consolidated rate per hour for the class of work scheduled in this Agreement, or whichever is the greater, the actual rate per hour of the employee plus the "additional rate per hour" for his class of work, except when otherwise provided for in this Agreement;

"Iron, Steel, Engineering and Metallurgical Industry"; or

"Industries" means the industries concerned with the production of iron, and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metal work, including steel re-inforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry but does not include the Motor Industry;

"journeyman" means an employee who has completed his training under a contract of apprenticeship under the Apprenticeship Act or a contract of apprenticeship recognised by the Council in any one of the classes of work enumerated in Section 1 of Part IV of this Agreement, or an employee who is over 21 years of age and in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

"juvenile" means an employee between the age of 16 and 19 years;

"military training" means a 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;

"repetition work" means work performed by an employee constantly engaged on one or more repetitive processes;

"trainee" means a person for whom training is provided in section two of the Training of Artisans Act, 1951.

4. HOURS OF WORK.

(1) The ordinary hours of work for all employees shall not exceed 46 hours in any one week.

(2) The maximum overtime that may be worked by an employee shall not exceed 20 hours per week. Overtime worked in excess of 20 hours per week shall be notified to the Council by the employer.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

(1) Save as is provided in sub-section (2) of this section all Sunday work shall be paid for at the rate of time and one-half for the first eight hours worked and double time thereafter.

(2) Where Sunday is a day off either in respect of an employee regularly employed on day shift or of an employee working to a roster on rotation shift work, and such employee is required to work on that Sunday, he shall be paid at double the hourly rate for all time worked on that Sunday.

(3) All time worked on any weekday in excess of the usual shifts shall be regarded as overtime and paid for at the rate of time and one-half for the first eight hours, and double time thereafter until the usual starting time of the employee's next shift.

(4) Provided, however, that where an employee is required to work overtime on a Saturday and continuing on into the Sunday, he shall be paid at double time for all overtime worked in excess of eight hours from the completion of his normal shift on Saturday until the usual starting time of his next normal shift.

(5) Whenever an employee working to a roster is required to work on his day off although such day, according to the roster may be a week-day, he shall be paid at the rate of time and one-half, provided, however, that if the employee is given 48 hours' notice that he is required to work on his day off and is offered, within a period of six days from his roster day, another day off in substitution, the basis of payment for that shift shall be at ordinary rates.

"Raad", die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

"werknemer", 'n werknemer wie se loon in hierdie Ooreenkoms voorgeskryf word of 'n werknemer wat kragtens 'n vrystelling van hierdie Ooreenkoms of op voorwaardes wat die Raad bepaal het, in diens geneem is of 'n vakleerling of 'n kwekeling;

"uurloon" (waar 'n basiese loon, addisionele loon en gekonsolideerde loon gespesifiseer word) die gekonsolideerde loon per uur vir die klas werk wat in die lys in hierdie Ooreenkoms gemeld word of, as dit groter is, die werklike uurloon van die werknemer plus die "addisionele uurloon" vir sy klas werk, behalwe waar hierdie Ooreenkoms anders bepaal;

"Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid", of "Nywerhede" die nywerhede betrokke by die produksie van yster en/of staal en/of legerings en/of die bewerking en/of die herwinning en/of raffinering van metale (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of -afval en/of -residues; die onderhoud, vervaardiging, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal (uitgesonderd edelmetaal) bestaan of dele of samestellende dele daarvan en boumetaalwerk, met inbegrip van staalbewapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik van sodanige yster en/of staal en/of ander metaal (uitgesonderd edelmetaal) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, afkap en/of afblik en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat onderneem word in verband met skeepsherstelwerk; en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en die Plastieknywerheid maar nie die Motornywerheid nie;

"ambagsman", 'n werknemer wat sy opleiding ingevolge 'n vakleerlingkontrak ooreenkomstig die Wet op Vakleerlinge of ingevolge 'n vakleerlingkontrak wat deur die Raad erken word, in engeen van die klasse werk genoem in Afdeling I van Deel IV van hierdie Ooreenkoms, voltooi het of 'n werknemer wat ouer is as 21 jaar en in besit is van 'n sertifikaat wat deur die Raad erken of uitgereik is en wat hom magtig om as 'n ambagsman werksaam te wees;

"jeugdige", 'n werknemer tussen die leeftyd van 16 en 19 jaar;

"militêre opleiding", die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat nie opleiding wat hy verkies om ingevolge artikel drie-en-twintig van genoemde Wet te ondergaan nie en ook nie ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"herhalingswerk", werk wat gedoen word deur 'n werknemer wat gedurig werksaam is met een of meer herhalende prosesse;

"kwekeling", 'n persoon vir wie se opleiding daar in artikel twee van die Wet op Opleiding van Ambagsmanne, 1951, voorsiening gemaak word.

4. WERKURE.

(1) Die gewone werkure vir alle werknemers mag nie meer as 46 in 'n bepaalde week wees nie.

(2) Die maksimum oortydwerk wat 'n werknemer mag verrig, mag nie meer as 20 uur per week wees nie. Wanneer daar langer as 20 uur per week oortyd gewerk word, moet die werkgever die Raad daarvan verwittig.

5. OORTYDWERK EN BETALING VIR WERK OP SONDAE.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet daar vir alle werk wat op Sondag verrig word, betaal word teen een en 'n half maal die uurloon vir die eerste agt uur aldus gewerk en teen dubbel die uurloon vir werk daarna verrig.

(2) Waar Sondag 'n vry dag is ten opsigte van 'n werknemer wat gereeld vir 'n dagskof gebruik word of ten opsigte van 'n werknemer wat volgens 'n rooster wisselskofwerk verrig en daar van so 'n werknemer vereis word om op daardie Sondag te werk, moet hy teen dubbel die uurloon betaal word vir alle tyd op daardie Sondag gewerk.

(3) Alle tyd wat daar op 'n weekdag langer gewerk word as die gewone skofte, word geag oortyd te wees en daarvoor moet betaal word teen een en 'n half maal die uurloon vir die eerste agt uur en teen dubbel die uurloon daarna totdat die gewone begintyd van die werknemer se volgende skof aanbreek.

(4) Waar daar van 'n werknemer vereis word om oortyd op 'n Saterdag te werk en daarmee aan te hou tot op Sondag, moet hy teen dubbel die uurloon betaal word vir alle oortyd wat langer is as agt uur vanaf die voltooiing van sy gewone skof op Saterdag tot die gewone begintyd van sy volgende gewone skof.

(5) Wanneer daar van 'n werknemer wat volgens 'n rooster werk, vereis word om op sy vry dag te werk hoewel sodanige dag, volgens die rooster, 'n weekdag mag wees, moet hy teen een en 'n half maal die uurloon betaal word; met dien verstande egter dat, as daar 48 uur vooraf kennis aan die werknemer gegee word dat daar van hom vereis sal word om op sy vry dag te werk en daar binne 'n tydperk van ses dae vanaf sy Vrydag, volgens daardie rooster, 'n ander vry dag in die plek daarvan aan hom gegee word, die gewone uurloon die grondslag van betaling vir daardie skof moet uitmaak.

(6) Whenever an employee working to a roster has a roster day off falling on a paid public holiday, his next normal shift following such holiday shall be deemed to be the paid public holiday, and payment for such day shall be made in accordance with Section 9 (1) or (3), as the case may be, of this Agreement.

(7) An employee who is called out from his home to work overtime shall be paid as follows:—

- (i) If called out within eight hours of completing his normal shift, at the rate of time and one-half for the unexpired portion of this period and from eight hours after the completion of his normal shift up to the starting of his next normal shift, at the rate of double time.
- (ii) If called out eight hours or more after completing his normal shift, at the rate of double time up to the starting time of his next normal shift.

(8) Whenever an employee is called out from his home to work overtime and is not required to work a normal shift, such employee shall be paid at overtime rates for the time he works, as provided for in this Section, with a minimum payment of four times his hourly rate, always provided such employee ceases work before the commencement of his next shift.

(9) The provisions of sub-sections (5) and (6) of this section shall not apply to artisans employed on regular day-shift and whose recognised day off is Sunday, although for the benefit of such employees a schedule is prepared showing which week-day they may take off, if so desired, in lieu of the Sunday worked.

6. PAYMENT OF EARNINGS.

(1) (a) Wages and overtime shall be paid weekly not later than Friday, at times to fit in with the various shifts or upon termination of employment, if this takes place before the ordinary payday.

(b) Each employee shall be given a statement on payment showing his total earnings, ordinary time and overtime payments, allowances and deductions. Such statement shall include details of the holiday leave and bonus made upon termination of employment.

(2) No premium for the training of an employee shall be charged or accepted by the employer.

(3) No deductions of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:—

- (a) Where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in section 7 of this Agreement, a pro rata amount for the period of such absence.
- (b) With the written consent of the employee, deductions for recognised sick benefit, insurance, pension funds or contributions to recognised recreation funds, or at the written request of the employee and with the concurrence of the employer, deductions in such terms and for such purposes as the employee shall prescribe in his request.
- (c) With the written consent of the employee, deductions in respect of subscriptions to a trade union which is a party to this Agreement.
- (d) Contributions to the funds of the Council in terms of section 16 of this Agreement.
- (e) Any amount paid by the employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee.
- (f) Where an employee is absent from work, resultant on the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent of his employees, a pro rata amount for the period of such absence.
- (g) Where an employer, due to clerical or accounting or administrative error, or miscalculations, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:—
 - (i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the wages or earnings from which it is deducted.
 - (ii) No such deduction shall be made from any holiday pay or holiday bonus payable either to the employee or to the Council.
 - (iii) No such deduction or deductions shall be made unless the employer, in writing, notifies the employee at the time of the first deduction, and the Council within seven days of the first deduction of the circumstances under which the overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions.

(6) Wanneer 'n werknemer wat volgens 'n rooster werk, volgens daardie rooster 'n vry dag het wat op 'n openbare vakansiedag met besoldiging val, word sy eersvolgende gewone skof wat volg op sodanige vakansiedag, geag die openbare vakansiedag met besoldiging te wees, en betaling vir sodanige dag moet geskied ooreenkomstig die bepalings van klousule 9 (1) of (3), na gelang van die geval, van hierdie Ooreenkoms.

(7) 'n Werknemer wat van sy huis af geroep word om oortydwerk te verrig, moet soos volg betaal word:—

- (i) Indien hy geroep word binne agt uur na die voltooiing van sy gewone skof, teen een en 'n half maal die uurloon vir die onverstreke gedeelte van hierdie tydperk en na verloop van agt uur vanaf die voltooiing van sy gewone skof tot by die begintyd van sy eersvolgende gewone skof, teen dubbel die uurloon.
- (ii) Indien hy geroep word na verloop van agt uur of langer vanaf die voltooiing van sy gewone skof, teen dubbel die uurloon tot by die begintyd van sy eersvolgende gewone skof.

(8) Wanneer 'n werknemer van sy huis af geroep word om oortydwerk te verrig en daar nie van hom vereis word om 'n gewone skof te werk nie, moet sodanige werknemer vir die tyd wat hy werk, besoldig word teen die oortydbesoldiging soos in hierdie klousule bepaal, met 'n minimum betaling van vier maal sy uurloon; altyd met dien verstande dat sodanige werknemer ophou werk voor die begin van sy eersvolgende skof.

(9) Die bepalings van subklousules (5) en (6) van hierdie klousule is nie van toepassing nie op ambagsmanne wat vir gereelde dagskofte gebruik word en wie se erkende vry dag Sondag is, hoewel daar vir die voordeel van sodanige werknemers 'n lys opgestel word wat die weekdag meld wat hulle as 'n vry dag mag neem, indien hulle dit verlang, in plaas van die Sondag wat hulle gewerk het.

6. BETALING VAN VERDIENSTE.

(1) (a) Lone en oortydbesoldiging moet wekliks betaal word en wel nie later nie as Vrydag en op tye wat inpas by die verskillende skofte, of by diensbeëindiging as dit voor die gewone betaal-dag plaasvind.

(b) Elke werknemer moet by betaling voorsien word van 'n staat waarop sy totale verdienste, sy betaling vir gewone tyd gewerk en vir oortydwerk, toelaes en aftrekkings aangetoon word. By diensbeëindiging moet sodanige staat ook besonderhede bevat omtrent die vakansiegelde en bonus wat betaal is.

(2) Die werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

(3) Uitgesonderd die aftrekkings hieronder genoem, mag daar hoegenaamd niks van die lone wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, afgetrek word nie:—

- (a) Waar 'n werknemer van sy werk afwesig is, en ook waar hy afwesig is gedurende enige vakansiedag sonder betaling wat toegestaan is ter verlenging van die vakansiedae met betaling waarvoor daar in klousule 7 van hierdie Ooreenkoms voorsiening gemaak word, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- (b) Met die skriftelike toestemming van die werknemer, aftrekkings vir 'n erkende siektebystands-, versekerings- of pensioenfonds of bydraes tot erkende ontspanningsfondse, of op die skriftelike versoek van die werknemer en met die toestemming van die werkgever, aftrekkings op dié voorwaardes en vir dié doeleindes wat die werknemer in sy versoek voorskryf.
- (c) Met die skriftelike toestemming van die werknemer, aftrekkings ten opsigte van ledegelde vir 'n vakvereniging wat 'n party by hierdie Ooreenkoms is.
- (d) Bydraes tot die fondse van die Raad ooreenkomstig die bepalings van klousule 16 van hierdie Ooreenkoms.
- (e) Enige bedrag wat 'n werkgever ingevolge 'n wet, ordonnanse of regsproses namens 'n werknemer betaal het.
- (f) Waar 'n werknemer van sy werk afwesig is as gevolg van die sluiting van 'n bedryfsinrigting volgens 'n onderlinge reëling tussen die werkgever en minstens 75 persent van sy werknemers, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.
- (g) Waar 'n werkgever, weens 'n klerklike of reken- of administratiewe fout of weens 'n verkeerde berekening, 'n werknemer 'n besoldiging betaal wat hoër is as die bedrag wat wetlik betaalbaar is, is die werkgever daarop geregtig om die bedrag wat te veel betaal is, te verhaal deur dit op onderstaande voorwaardes van latere lone of verdienste af te trek:—
 - (i) Die bedrag kan in een of meer paalemente van die loon of verdienste afgetrek word, maar geen aftrekking mag meer as 15 persent van die loon of verdienste waarvan dit afgetrek word, beloop nie.
 - (ii) Sodanige bedrag mag nie van die vakansiegelde of die vakansiebonus wat of aan die werknemer of aan die Raad betaalbaar is, afgetrek word nie.
 - (iii) Sodanige bedrag of bedrae mag nie afgetrek word nie tensy die werkgever die werknemer ten tyde van die eerste aftrekking en die Raad binne sewe dae vanaf die eerste aftrekking verwittig het van die omstandighede waaronder die bedrag te veel betaal is, van die grootte van die betrokke bedrag en van die grootte van die voorgestelde aftrekking of aftrekkings.

(4) Where in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

7. HOLIDAY AND UNEMPLOYMENT PAY.

(1) Holiday payment provided for in this section shall be computed at the hourly rate of pay of which the employee is in receipt at the date of qualification; provided, however, that where an employee relieves in a higher paid position, his rate of holiday pay shall be computed on his average earnings, excluding overtime, for the six months prior to the date of qualification for holiday leave.

(2) Each employee shall be entitled under this Agreement, to three consecutive weeks' paid holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 291 shifts, exclusive of overtime, actually worked on a six-day working basis; provided that—

(i) subject to sub-paragraph (ii) hereof, employment for less than 30 shifts with the employer shall not count for leave purposes; provided that an employee who is laid off, after working 18 shifts, shall be credited with the number of shifts actually worked for leave purposes;

(ii) where an employee's service with the employer is broken in terms of (i) hereof, and he resumes work for the employer, he shall be credited for holiday leave purposes with the total number of shifts worked with the employer; provided that he does not work for another employer in the interim;

(iii) any period of absence on account of sickness aggregating not more than 52 shifts in any one qualifying period for paid leave, shall count for holiday purposes; provided that the employer shall be entitled to call upon an employee for a medical certificate satisfactory to the employer in proof of cause of absence. Working days falling within any period of absence on account of an accident, arising out of and in the course of the employee's employment shall count for holiday purposes; provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, and the qualifying shifts counting for holiday purposes shall be the working days falling within any period of disablement admitted by the said Act;

(iv) periods of absence on the additional week's leave or accumulations thereof provided for in Section 8 of this Part of the Agreement shall count for purposes of the paid holiday to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned;

(v) any employee who absents himself from work without adequate reason satisfactory to the employer shall in respect of each shift or working day lost by him during such absence, forfeit five shifts worked towards his holiday qualifications, with a maximum penalty of 30 shifts in any one qualifying period for paid leave; provided that notification of such absence shall be made by the employer, in writing to the Council within fourteen days of such absence;

(vi) the working days falling within any period of military training, as defined in this Agreement, shall count for holiday purposes;

(vii) the working days falling within any period of unpaid leave granted by the employer to the employee to attend any direct business of the Industrial Council shall count for holiday purposes;

(viii) any period of absence for which an employee is granted paid special leave by the employer shall count for holiday purposes.

(b) The holiday shall include four week-ends and be for one unbroken period.

(c) Should either Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.

(d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.

(4) Waar die werk in enige bedryfsinrigting of plek verrig word deur werknemers wat in spanne of ploeg georganiseer is, moet die werkgever elke werknemer se verdienste aan betaal.

7. VAKANSIE- EN WERKLOOSHEIDSGELDE.

(1) Die vakansiegelde waarvoor daar in hierdie klousule voorsiening gemaak word, moet bereken word teen die uurloon wat die werknemer ontvang het toe hy op sodanige vakansiegelde geregtig geword het; met dien verstande egter dat, waar 'n werknemer afloswerk verrig in 'n posisie waarvoor daar 'n hoër besoldiging voorgeskryf word, sy vakansiegelde bereken moet word volgens sy gemiddelde verdienste, uitgesonderd oortydverdienste, vir die ses maande voor die datum waarop hy op vakansieverlof geregtig word.

(2) Elke werknemer is kragtens hierdie Ooreenkoms en op onderstaande voorwaardes geregtig op drie agtereenvolgende weke vakansieverlof met betaling:—

(a) 'n Werknemer word op sodanige vakansieverlof geregtig nadat hy, met uitsondering van oortydwerk, werklik 291 skofte op 'n werkweekgrondslag van ses dae gewerk het; met dien verstande dat—

(i) behoudens die bepalings van subparagraaf (ii) hiervan, diens van minder as 30 skofte by die werkgever nie vir verlofdoeleindes tel nie; met dien verstande dat 'n werknemer wat, nadat hy 18 skofte gewerk het, tydelik werkloos gestel word, vir verlofdoeleindes gekrediteer moet word met die getal skofte wat hy werklik gewerk het;

(ii) waar 'n werknemer se diens by die werkgever onderbreek word soos in (i) hiervan bepaal en hy weer werk by die werkgever aanneem, hy vir vakansieverlofdoeleindes gekrediteer moet word met die totale getal skofte wat hy by die werkgever gewerk het; met dien verstande dat hy nie in die tussentyd vir 'n ander werkgever gewerk het nie;

(iii) enige tydperk van afwesigheid weens siekte wat altesaam nie meer as 52 skofte in 'n bepaalde tydperk waarin 'n werknemer op verlof met besoldiging geregtig word, beloop nie, vir vakansiedoeleindes moet tel; met dien verstande dat die werkgever die reg het om van 'n werknemer 'n geneeskundige sertifikaat te vereis waarin daar tot tevredenheid van die werkgever bewys gelewer word van die oorsaak van sy afwesigheid. Werkdae binne enige tydperk van afwesigheid weens 'n ongeluk wat ontstaan het uit en voorgekom het in die loop van die werknemer se diens, moet vir vakansiedoeleindes tel; met dien verstande dat sodanige ongeluk erken moet word as 'n ongeluk waarop die bepalings van die Ongevalwet van toepassing is en dat die skofte wat 'n werknemer moet werk ten einde op vakansieverlof geregtig te word, die werkdae moet wees binne enige tydperk van ongeskiktheid wat ooreenkomstig die bepalings van genoemde Wet erken word;

(iv) tydperke van afwesigheid ten opsigte van die addisionele week verlof of ophopings daarvan, waarvoor daar in klousule 8 van hierdie Deel van die Ooreenkoms voorsiening gemaak word, vir doeleindes van verlof met betaling tel in dié mate dat die getal skofte wat die betrokke werknemer onder gewone omstandighede gedurende daardie tydperke sou gewerk het, in aanmerking geneem moet word;

(v) 'n werknemer wat van sy werk wegbly sonder 'n grondige rede waarmee die werkgever tevrede is, ten opsigte van elke skof of werkdag wat hy gedurende sodanige afwesigheid nie gewerk het nie, vyf skofte wat hy gewerk het, verbeur vir sover sodanige skofte hom geen reg op vakansie verleen nie; met dien verstande dat 30 skofte die maksimum getal skofte is wat in een tydperk waarin hy op verlof met betaling geregtig word, verbeur mag word; en voorts met dien verstande dat die werkgever binne veertien dae vanaf sodanige afwesigheid skriftelik kennis van sodanige afwesigheid aan die Raad moet gee;

(vi) die werkdae binne enige tydperk van militêre opleiding, soos in hierdie Ooreenkoms omskryf, vir vakansiedoeleindes tel;

(vii) die werkdae binne enige tydperk van verlof sonder betaling, wat die werkgever aan die werknemer toestaan ten einde regstreeks aandag te bestee aan sake van die Nywerheidsraad, vir vakansiedoeleindes tel;

(viii) enige tydperk van afwesigheid ten opsigte waarvan 'n werknemer spesiale verlof met betaling verleen, vir vakansiedoeleindes tel.

(b) Die vakansie moet vier naweke insluit en moet oor een ononderbroke tydperk loop.

(c) Indien Goeie Vrydag, Hemelvaartsdag, Gelofte dag, Kersdag of Nuwejaarsdag binne die vakansietydperk val, word die vakansietydperk ten opsigte van elke sodanige dag verleng met een dag teen volle besoldiging.

(d) 'n Werknemer moet binne een maand vanaf die datum waarop hy op verlof geregtig word, aansoek doen om sodanige verlof.

- (e) The holiday shall be granted by the employer so as to commence within a period of four months of due date.
- (f) An employee shall be entitled to, and shall take his holiday within a period of four months from due date unless exemption be granted by the Council.
- (g) No employee shall engage in any employment for gain during the period of his holiday.

(3) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him in cash by the employer on his ceasing work to go on holiday.

(4) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of sub-section (2) of this section, he shall be credited with the proportionate number of shifts. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled.

(5) (a) Where the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher to the Industrial Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than six days.

(b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-section shall, on obtaining further employment in the industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this section, the leave equivalent of such balance shall be credited to him.

(6) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself as the case may be.

(7) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced any person who has been furnished with a voucher in terms of sub-section (4) of this section and is no longer employed in the industry, shall be entitled, on presenting the voucher to the Council in the region of origin, to payment thereon of any unpaid balance standing to his credit in the books of the Council.

8. ADDITIONAL HOLIDAY PAY.

(1) Subject to sub-section (3) hereof, an employee qualifying after the date of coming into operation of this Agreement for his 10th or subsequent consecutive paid holiday deriving from continuous employment with the same employer as provided for in terms of section 7 (2) of this Agreement shall at that date and each year thereafter, whilst in the employ of the same employer, be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

- (a) the paid holiday referred to in section 7 (2) of this part of the Agreement may be extended by an extra week; or
- (b) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra week's paid holiday.

(2) Whenever the employer and employee come to the arrangement provided for in sub-section 1 (b) and the employee has qualified for three such extra week's paid holiday (hereinafter referred to as "the accumulated leave") the employer shall grant and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in section 7 (2) of this part of the Agreement, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for a paid holiday; and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(e) Die werkgewer moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop die werknemer daarop geregtig geword het.

(f) Tensy die Raad vrystelling verleen het, is 'n werknemer daarop geregtig om sy verlof binne 'n tydperk van vier maande vanaf die datum waarop hy daarop geregtig geword het, te neem en moet hy dit binne hierdie tydperk neem.

(g) Geen werknemer mag gedurende sy verlof werk teen vergoeding onderneem nie.

(3) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die gelde wat aan hom betaalbaar is vir die doel van sodanige verlof, deur die werkgewer in kontant aan hom betaal word wanneer hy ophou werk met die doel om met verlof te gaan.

(4) Wanneer die diens van 'n werknemer ten einde loop voordat hy kragtens die bepalings van subklousule (2) van hierdie klousule geregtig geword het op verlof met betaling, moet hy gekrediteer word met die proporsionele getal skofte. Wanneer die werknemer die diens van sy werkgewer verlaat, moet die werkgewer aan sodanige werknemer 'n bewys uitreik waarin die getal skofte wat vir verlofdoeleindes tel, gemeid word en moet hy die geldewivalent van die verlof waarop die werknemer aldus geregtig is, onmiddellik aan die Sekretaris van die Raad stuur.

(5) (a) Wanneer die tydperk van werkloosheid tussen een diens en 'n ander meer as ses dae is, is 'n werknemer daarop geregtig om, by aanbidding van sy bewys by die Nywerheidsraad, gedurende elke week van sy werkloosheid uit die bedrag wat in sy krediet staan, 'n bedrag van minstens R4 of die bedrag wat in sy krediet staan, naamlik die kleinste bedrag, maar hoogstens die helfte van die loon wat hy ontvang het toe hy werkloos geword het, naamlik die grootste bedrag, te ontvang totdat die krediet soos gemeid in die bewys of bewyse, uitgeput is. Indien die werknemer weer werk kry voordat sodanige krediet uitgeput is, moet hy in die boeke van die Raad met die onbetaalde bedrag gekrediteer word, en hierdie bedrag is ooreenkomstig die voorgaande bepalings vir hom beskikbaar wanneer hy of weer op verlof geregtig word of vir 'n langer tydperk as ses dae werkloos word.

(b) 'n Werknemer wat betaling kragtens paragraaf (a) van hierdie subklousule eis of ontvang, begin weer vir verlof te kwalifiseer vanaf die datum waarop hy weer werk in die nywerheid kry; met dien verstande dat as daar enige onopgeëiste saldo is waarop hy ooreenkomstig die bepalings van hierdie klousule geregtig is, hy gekrediteer moet word met die verloftekswivalent van sodanige saldo.

(6) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om met sy ambag aan te gaan, is die bedrag wat ten opsigte van verlofgelde verskuldig is, aan sy boedel of aan hom, na gelang van die geval, betaalbaar.

(7) Nadat minstens 49 weke verloop het vanaf die datum waarop die tydperk van indiensneming wat deur die bewys gedek word, begin het, is enigeen wat ingevolge subklousule (4) van hierdie klousule van 'n bewys voorsien is en wat nie meer in die nywerheid werksaam is nie, by aanbidding van die bewys aan die Raad in die streek van herkoms, geregtig op betaling van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

8. ADDISIONELE VAKANSIEGELDE.

(1) Behoudens die bepalings van subklousule (3) hiervan, is 'n werknemer wat na die datum van inwerkingtreding van hierdie Ooreenkoms op sy tiende of daaropvolgende betaalde vakansie geregtig word as gevolg van sy onafgebroke diens by dieselfde werkgewer, soos bepaal in klousule 7 (2) van hierdie Ooreenkoms, op daardie datum en elke jaar daarna terwyl hy by dieselfde werkgewer in diens is, geregtig op 'n ekstra week verlof met besoldiging, wat deur die werkgewer toegestaan moet word soos dit hom pas, of op die ekwivalente waarde daarvan; met dien verstande dat, ooreenkomstig 'n onderlinge reëling tussen die werkgewer en die werknemer—

- (a) die verlof met betaling, soos bedoel in klousule 7 (2) van hierdie Deel van die Ooreenkoms, met 'n ekstra week verleng kan word; of
- (b) die ekstra week verlof uitgestel kan word vanaf die jaar waarop hy daarop geregtig word en deur die werknemer opgehoop kan word totdat hy geregtig is op drie sodanige ekstra weke verlof met besoldiging.

(2) Wanneer die werkgewer en die werknemer tot 'n ooreenkoms geraak het soos in subklousule 1 (b) hiervan bepaal en die werknemer op drie sodanige ekstra weke verlof met betaling (hieronder die „opgehoopde verlof” genoem) geregtig geword het, moet die werkgewer die opgehoopde verlof verleen en moet die werknemer dit neem wanneer die verlof met betaling soos in klousule 7 (2) van hierdie Deel van die Ooreenkoms bepaal, aan hom toegestaan word en hy dit neem, tensy die werkgewer en die werknemer, soos miskien mag gebeur, ooreenkom dat die opgehoopde verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer in elk geval die werknemer in staat moet stel om die opgehoopde verlof te neem voordat hy weer op verlof met betaling geregtig word; en as die werknemer versuim om die opgehoopde verlof binne sodanige tydperk te neem, vervel sy aanspraak daarop.

(3) Where an employee qualifying for his tenth paid holiday in terms of sub-section (1) was in the employ of the employer concerned for part only of the qualifying period for the first paid holiday, he shall be entitled to a proportion of the extra week's leave or the equivalent value thereof pro rata to the holiday qualification completed with that employer in respect of the first paid holiday. On qualification for any subsequent consecutive paid holiday, the provisions of sub-section (1) and (2) of this section shall *mutatis mutandis* apply.

(4) Whenever the employment terminates of an employee who has become entitled to but has not yet received the equivalent value of the additional paid leave provided for in this section, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

9. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day he shall be paid at his ordinary hourly rate for the ordinary working hours for that day of the week.

(2) The provisions of sub-section (1) shall not apply to an employee who is on paid holiday provided for in this part of the Agreement.

(3) Whenever an employee works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, he shall be paid for the number of hours payable in terms of sub-section (1) hereof to an employee who does not work on such day, and shall be paid in addition at one and one-half times the hourly rate for time worked up to the said number of hours; thereafter he shall be paid at treble the hourly rate until the usual starting time next day.

(4) For the purposes of this section Good Friday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be deemed to commence at the usual starting time of the morning shift of such days and continue until the same time the following day.

10. TRAVELLING AND SUBSISTENCE ALLOWANCES.

(1) Where work is done away from the employer's establishment or the employee's usual working place necessitating travelling, the employee sent to do such work shall be provided with second class rail accommodation except over suburban lines, when the accommodation shall be first class, or suitable transport to and from the job.

(2) When an employee is required to travel in terms of sub-section (1) hereof, he shall be paid at ordinary rates during ordinary hours of work, and at half rates outside of ordinary hours of work, pay in any circumstances not to exceed twelve hours' pay per cycle of 24 hours or part thereof reckoned from the time the journey commences; provided that if an employee has been working on the day on which the journey commences, he shall be entitled to receive only up to a maximum of 12 hours' full pay which shall include the wages earned by him in respect of such day.

(3) An employee shall be paid for meals and bed on the train.

(4) Where an employee by reason of his employment away from his usual working place, is required by his employer to live away from his usual domicile, board and lodging shall be paid or provided on the job.

(5) For the purposes of this section Sunday shall be considered to be an ordinary working day.

11. TERMINATION OF EMPLOYMENT.

(1) Not less than one clear working day's notice shall be given by the employer or employee to terminate a contract of service; provided that this shall not affect—

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

(b) any agreement between an employer and employee providing for a longer period of notice than one clear working day; and further provided that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(2) Whenever the contract of service is terminable by one clear working day's notice and the employee fails to give the notice or work such notice period, the employer may deduct pay and cost of living allowance for the hours of an ordinary shift in the establishment.

(3) For the purpose of this section, Saturday shall not be considered as a clear working day. Notice to terminate a contract of service at finishing time on Saturday shall be given prior to midday on Friday.

(3) Waar 'n werknemer wat besig is om ooreenkomstig subklousule (1) vir sy tiende verlof met besoldiging te kwalifiseer, vir slegs 'n deel van die kwalifiserende tydperk vir die eerste verlof met besoldiging in die diens van die betrokke werkgewer was, is hy geregtig op 'n gedeelte van die ekstra week verlof of die ekwivalente waarde daarvan bereken volgens die *pro rata* gedeelte van die kwalifiserende diens wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgewer voltooi het. Wanneer 'n werknemer op 'n daaropvolgende verloftydperk met betaling geregtig word, is die bepalings van subklousule (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) Wanneer die diens van 'n werknemer wat op die ekwivalente waarde van die addisionele verlof met besoldiging, waarvoor daar in hierdie klousule voorsiening gemaak word, geregtig geword het maar dit nog nie ontvang het nie, beëindig word, moet hy by sodanige diensbeëindiging vir sodanige ekstra verlof met besoldiging betaal word asof hy daarop geregtig is en dit nie ontvang het nie.

9. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet hy teen sy gewone uurloon vir die gewone werkure vir daardie dag van die week besoldig word.

(2) Die bepalings van subklousule (1) is nie op 'n werknemer wat met verlof met besoldiging is soos bepaal in hierdie Deel van die Ooreenkoms van toepassing nie.

(3) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy betaal word vir die getal ure waarvoor 'n werknemer wat nie op sodanige dag werk nie, ingevolge subklousule (1) hiervan betaal moet word, en daarenboven moet hy een en 'n half maal die uurloon ontvang vir hoogstens genoemde getal ure gewerk; daarna moet hy teen drie maal die uurloon betaal word totdat die gewone begintyd die daaropvolgende dag aanbreek.

(4) Vir die toepassing van hierdie klousule word Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag geag te begin op die gewone begintyd van die oggendskof van sodanige dae en deur te loop tot op dieselfde tyd die volgende dag.

10. REIS- EN VERBLYFTOELAE.

(1) Wanneer werk weg van die werkgewer se bedryfsinrigting of die werknemer se gewone werkplek verrig word wat meebring dat daar gereis moet word, moet die werknemer wat gestuur word om sodanige werk te verrig, voorsien word van 'n spoorwegkaartjie, klas II, behalwe oor voorstedelike lyne, wanneer hy in die eerste klas moet reis; so nie, moet geskikte vervoer na en van die werkplek verskaf word.

(2) Wanneer daar van 'n werknemer vereis word om ingevolge subklousule (1) hiervan te reis, moet hy teen die gewone loon vir die gewone werkure besoldig word en teen die helfte van die loon vir ure buite die gewone werkure, maar die besoldiging mag onder geen omstandighede meer as 12 uur se loon in 'n kringloop van 24 uur of 'n gedeelte daarvan, gereken vanaf die tyd waarop die reis begin, beloop nie; met dien verstande dat, indien 'n werknemer gewerk het op die dag waarop die reis begin, hy daarop geregtig is om slegs 'n maksimum van 12 uur se volle loon te ontvang, wat die loon moet insluit wat hy ten opsigte van sodanige dag verdien het.

(3) 'n Werknemer moet betaal word vir maaltye en 'n bed op die trein.

(4) Wanneer 'n werkgewer van 'n werknemer vereis om, as gevolg van die feit dat hy elders as op sy gewone werkplek moet werk, weg van sy gewone woonplek af te woon, moet daar vir sy losies en huisvesting betaal word of moet dit op die werkplek aan hom verskaf word.

(5) Vir die toepassing van hierdie klousule, word Sondag geag 'n gewone werkdag te wees.

11. DIENSBEËINDIGING.

(1) Die werkgewer of die werknemer moet minstens een volle werkdag vooraf kennis gee van die beëindiging van 'n dienskontrak met dien verstande dat hierdie bepaling—

(a) nie die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig, raak nie;

(b) nie 'n ooreenkoms tussen 'n werkgewer en 'n werknemer waarin daar voorsiening gemaak word vir 'n langer tydperk van kennisgewing as een volle werkdag, raak nie; en voorts met dien verstande dat 'n werkgewer aan 'n werknemer loon kan betaal vir en in plaas van die voorgeskrewe of ooreengekome tydperk van kennisgewing.

(2) Wanneer die dienskontrak beëindig kan word deur een volle werkdag kennis te gee en die werknemer versuim om dié kennis te gee of om vir sodanige tydperk te werk, kan die werkgewer die loon en lewenskostetoelae vir die ure van 'n gewone skof in die bedryfsinrigting aftrek.

(3) Vir die toepassing van hierdie klousule, word Saterdag nie geag 'n volle werkdag te wees nie. Kennis van die beëindiging van 'n dienskontrak op die sluitingstyd op Saterdag moet voor 12-uur middag op Vrydag gegee word.

12. OUTWORK.

(1) No employee shall solicit or take orders for or undertake general, mechanical, electrical or marine engineering work, including repairing or assembling, on his own account for sale and/or for gain and/or on behalf of any other persons or firm whilst in the service of the employer.

13. ISSUE OF CERTIFICATES.

The employer shall not, after one month from the date of coming into operation of this Agreement, employ any person on journeyman's work scheduled in this Agreement, other than an employee who has completed his apprenticeship under a contract in terms of the Apprenticeship Act, or any other contract recognised by the Council, in any one of the classes of work scheduled as journeyman's work in this Agreement, unless such employee is in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work; provided that the employee shall be entitled to apply to the Council for a certificate enabling him to be employed on journeyman's work, and he may, if granted such certificate, be employed thereafter on the work scheduled as journeyman's work appearing in his certificate.

14. EMPLOYMENT OF PERSONS UNDER 16 YEARS OF AGE.

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

15. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to the employer or employee. Applications for exemption shall be made to the Secretary of the Transvaal Regional Council.

(2) The Council shall fix the conditions subject to which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice has been given in writing to the person concerned, withdraw any licence of exemption even if the period for which such exemption was granted has not expired.

(3) The Council shall cause to be issued to every person to whom exemption has been granted a licence, duly signed, setting out—

- (a) the full name of the exempted person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted;
 - (d) the period during which the exemption shall operate.
- (4) The Council shall cause—
- (a) all licences issued to be numbered consecutively;
 - (b) a copy of each licence issued to be retained and a copy of each licence issued to be forwarded to the Divisional Inspector of Labour of the area in respect of which the licence is issued;
 - (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

16. EXPENSES OF THE COUNCIL.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:—

- (1) The employer shall deduct from the wages of each of his employees affected by this Agreement (other than employees for whom provision is made in Part II of this Agreement, apprentices or minors during the period such minors may be employed without a contract of apprenticeship under the Apprenticeship Act, 1944), an amount of 2½ cents per week including weeks on which an employee is absent on paid leave.
- (2) To the amount thus deducted the employer shall add an equal amount and forward the total sum for each month to the Council not later than the 15th day of each month as follows:—

To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg.

17. EMPLOYMENT OF TRADE UNION LABOUR.

(1) Save as is provided for in sub-section (2) and (3) hereof, no employee who is not a member of one of the trade unions shall be employed by the employer who is a member of the employers' organisation and no employee who is a member of one of the trade unions shall work for the employer who is not a member of one of the employers' organisation; provided that this sub-section shall be limited in its application to—

- (a) employees performing work scheduled in this Agreement at Rate 1; and
- (b) employees for whom a basic rate of 21·70c per hour and more is specified in this Agreement, if such employees have been employed in the Industry, for a period of not less than six months and are eligible for membership of one of the trade unions in accordance with their respective constitutions.

12. BUITEWERK.

(1) Gee werknemer mag, terwyl hy in die diens van die werkgever is, bestellings vir algemene, werktuigkundige, elektrotegniese of seevaartingenieurswerk, met inbegrip van herstel- of monterwerk, vir eie rekening, vir verkoop en/of vir wins en/of namens 'n ander persoon of firma vra of neem of sodanige werk onderneem nie.

13. UITREIKING VAN SERTIFIKATE.

Na verloop van een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, mag die werkgever vir die ambagswerk wat in hierdie Ooreenkoms genoem word, niemand anders as 'n werknemer wat sy vakleerlingskap ingevolge 'n kontrak ooreenkomstig die bepalings van die Wet op Vakleerlinge of ingevolge 'n ander kontrak wat deur die Raad erken word, voltooi het in enigeen van die klasse werk wat in hierdie Ooreenkoms as 'n ambagsman se werk ingedeel is, in diens neem nie tensy sodanige werknemer in besit is van 'n sertifikaat wat deur die Raad erken of uitgereik is en wat hom magtig om sodanige ambagswerk te verrig; met dien verstande dat die werknemer daarop geregtig is om by die Raad aansoek te doen om 'n sertifikaat wat hom magtig om ambagswerk te verrig, en indien sodanige sertifikaat uitgereik word, kan hy daarna in diens geneem word vir dié ambagswerk wat in sy sertifikaat genoem word.

14. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 16 JAAR.

Die werkgever mag niemand onder die leeftyd van 16 jaar in diens neem nie.

15. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan die werkgever of die werknemer verleen. Aansoek om vrystelling moet gerig word aan die Sekretaris van die Transvaalse Streeksraad.

(2) Die Raad stel die voorwaardes waarop sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingssertifikaat mag intrek selfs as die tydperk waarvoor sodanige vrystelling verleen is, nie verstryk het nie.

(3) Die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat behoorlik onderteken is en onderstaande inligting bevat:—

- (a) Die volle naam van die betrokke persoon wat vrygestel is;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word;
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens laat nummer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, laat bewaar en 'n kopie van elke sertifikaat wat uitgereik word, stuur aan die Afdelingsinspekteur van Arbeid in die gebied ten opsigte waarvan die sertifikaat uitgereik word;
 - (c) 'n kopie van die sertifikaat laat stuur aan die betrokke werkgever, wanneer die vrystelling aan 'n werknemer verleen word.

16. UITGAWES VAN DIE RAAD.

Die fondse van die Raad, wat deur die Raad geadminestreer moet word en waarvan die eiendomsreg by die Raad berus, word op die volgende manier verskaf:—

- (1) Die werkgever moet van die loon van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word (uitgesonderd werknemers vir wie daar in Deel II van hierdie Ooreenkoms voorsiening gemaak word, vakleerlinge of minderjarige gedurende die tydperk waarin sodanige minderjarige kragtens die Wet op Vakleerlinge, 1944, sonder 'n vakleerlingkontrak in diens geneem mag word), 'n bedrag van 2½c per week, met inbegrip van die weke waarin 'n werknemer met verlof met betaling afwesig is, aftrek.
- (2) By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag vir elke maand voor of op die 15de dag van elke maand soos volg aan die Raad stuur:—

Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streeksraad), Posbus 3998, Johannesburg.

17. INDIENSNEMING VAN VAKVERENIGINGARBEID.

(1) Behoudens die bepalings van subklousule (2) en (3) hiervan, mag geen werknemer wat nie lid van een van die vakverenigings is nie, deur 'n werkgever wat lid van die werkgewersorganisasie is, in diens geneem word nie en mag geen werknemer wat lid van een van die vakverenigings is, vir 'n werkgever werk wat nie lid van een van die werkgewersorganisasies is nie; met dien verstande dat die toepassing van hierdie subklousule beperk is tot—

- (a) werknemers wat dié werk verrig wat in hierdie Ooreenkoms onder Loon I ingedeel is; en
- (b) werknemers vir wie 'n basiese loon van 21·70c per uur en meer in hierdie Ooreenkoms voorgeskryf word, indien sodanige werknemers vir 'n tydperk van minstens ses maande in die nywerheid in diens was en volgens die konstitusie van een van die vakverenigings lid van sodanige vakvereniging kan word.

(2) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of his employment in the Industry refused any invitation from the trade union concerned to apply for membership thereof, the provisions of this section shall immediately come into operation.

(3) Apart from any person's rights in terms of section fifty-one (10) of the Act, the Council may grant exemption from the provisions of sub-sections (1) and (2) hereof for any good and sufficient reason, and further, the said sub-sections shall not apply to persons who in the opinion of the Council are refused membership of a party to this Agreement without reasonable cause, and the applicant has reported such refusal to the Council.

18. EXHIBITION OF AGREEMENT.

The employer shall affix, and keep affixed in or at the place where his employees are working, a legible copy of this Agreement.

19. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement.

20. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An Agent shall be entitled to enter the establishment of the employer and may question the employer or any employees and inspect the records of wages paid, time worked and payment made for overtime, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

21. COST OF LIVING ALLOWANCES.

(1) (i) The consolidated rates scheduled in this Agreement shall be deemed to include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942 as continued by the War Measures Continuation Amendment Act (Act No. 39 of 1959) and amended, in addition to which and to any other remuneration to which the employee is entitled, every employer shall pay to each of his employees (other than apprentices serving under contracts registered under the Apprenticeship Act of 1944, as amended, and employee for whom special provisions have been made in Part II of this Agreement) a cost of living allowance as follows:—

Class.	Wage Group.	Allowance per week when Index = 92.9.	Adjustments.
I	Exceeding R14.60 per week.....	R7.5083	‡ 5.83c for each completed .226 of a point variation in index above or below 92.9.
II	Exceeding R10.8333 per week but not exceeding R14.60 per week	R6.5666	‡ 5c for each completed .226 of a point variation in index above or below 92.9.
III	Exceeding R6.30 per week but not exceeding R10.8333 per week	R3.35	‡ 2.5c for each completed .226 of a point variation in index above or below 92.9.
IV	R6.30 per week and under.....	R3.25	‡ 2.5c for each completed .226 of a variation in index above or below 92.9.

(2) Die bepalinge van hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om aansoek te doen om lidmaatskap, geweier het, die bepalinge van hierdie klousule onmiddellik in werking tree.

(3) Afsien van enigeen se regte kragtens artikel een-en-veertig (10) van die Wet, mag die Raad om grondige en afdoende redes vrystelling van die bepalinge van subklousule (1) en (2) hiervan verleen, en genoemde subklousule is ook nie van toepassing nie op persone wat, na die mening van die Raad, sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en wat sodanige weiering aan die Raad gerapporteer het.

18. VERTONING VAN OOREENKOMS.

Die werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms opplak en opgeplak hou in of op die plek waar sy werknemers werk.

19. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

20. AGENTE.

Die Raad moet een of meer gespesifiseerde persone aanstel as agente om behulpsaam te wees met die uitvoering van die bepalinge van hierdie Ooreenkoms. 'n Agent is daarop geregtig om die bedryfsinrigting van die werkgewer binne te gaan, vrae aan die werkgewer en alle werknemers te stel, die registers van die lone wat betaal is, die tyd wat gewerk is en die bedrag wat vir oortydwerk betaal is, te inspekteer met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word al dan nie.

21. LEWENSKOSTETOELAE.

(1) (i) Die gekonsolideerde lone wat in hierdie Ooreenkoms voorgeskryf word, word geag die lewenskostetoelae in te sluit wat ooreenkomstig die bepalinge van Oorlogsmaatreël No. 43 van 1942, soos voortgesit by die Wysigingswet op die Voortsetting van Oorlogsmaatreëls (Wet No. 39 van 1959), soos gewysig, betaalbaar is en daarbenewens en benewens enige ander besoldiging waarop die werknemer geregtig is, moet elke werkgewer aan elkeen van sy werknemers (uitgesonderd vakleerlinge wat diens doen ingevolge 'n kontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is en werknemers vir wie daar spesiaal voorsiening gemaak word in Deel II van hierdie Ooreenkoms) 'n lewenskostetoelae soos volg betaal:—

Klas.	Loongroep.	Toelae per week wanneer = 92.9. R7.5083	Aanpassing.
I	Meer as R14.60 per week.....		‡ 5.83c vir elke voltooië .226 van 'n punt verskil in die indeks bo- of onderkant 92.9.
II	Meer as R10.8333 per week maar hoogstens R14.60 per week	R6.5666	‡ 5c vir elke voltooië .226 van 'n punt verskil in die indeks bo- of onderkant 92.9.
III	Meer as R6.30 per week maar hoogstens R10.8333 per week	R3.35	‡ 2.5c vir elke voltooië .226 van 'n punt verskil in die indeks bo- of onderkant 92.9.
IV	R6.30 per week en minder.....	R3.25	‡ 2.5c vir elke voltooië .226 van 'n punt verskil in die indeks bo- of onderkant 92.9.

(ii) The weekly allowance payable to an employee under this Section may be reduced pro rata according to any period of absence from work.

(iii) Cost of living allowance shall be payable—

(a) during any period of paid annual leave, each employer during the qualifying period paying a pro rata proportion thereof; and

(b) for Good Friday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day pro rata to the ordinary hours of work of the establishment for that day of the week.

(iv) When an employee leaves the employer any holiday leave credit of that employee shall include a credit of the cost of living allowance payable in respect of that portion of the period of annual leave covered by the holiday leave credit, calculated at the rate payable at the date when the employment terminates.

(2) Any adjustment in the rate of the cost of living consequent upon a variation of the index shall be effected on the first pay day in the month after publication in the *Government Gazette* of the Notice reflecting such variation.

(3) The allowance referred to in sub-section (1) (i) shall be paid at the same time as the employee ordinarily receives his other remuneration.

(4) "Index" means the weighted average Consumer Price Index number of the nine areas for all items as assessed and published from time to time by the Director of Census and Statistics in the *Government Gazette*.

(5) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the consolidated rate scheduled for the class of work of that employee multiplied by 46 shall be his wage.

22. SHORT TIME.

(1) The employer may work his employees a lesser number of hours than are laid down in this Agreement, due to—

(a) shortage of work and/or materials, in which case the employer shall give his employees two clear working days' notice of his intention to work short time, and shall, as far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend;

(b) unforeseen contingencies and/or circumstances beyond the control of the employer. In the event of the foregoing circumstances arising, the employer shall not be required to pay wages to his employees, except for the periods actually worked; provided that where the employer believes that resumption of work can be affected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.

(2) Subject to notification thereof being given by the employer to the Council not less than 48 hours before going on to short time under sub-section (1) (a) or within 24 hours after short time has been worked under sub-section (1) (b), the cost of living allowance payable in terms of section 21 of this Part of the Agreement may be reduced pro rata to the number of hours worked or payable under this section.

(3) Short shifts worked while working short time shall count as shifts actually worked for purposes of the qualification for the paid holiday referred to in section 7 of this Part of the Agreement, provided that at least half a shift is worked on each day.

23. HOLIDAY LEAVE BONUS.

(1) When an employee qualifies for and proceeds on holiday leave he shall receive a holiday leave bonus of not less than R65.

(2) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday, the employee shall be credited with a share of the bonus proportionate to the number of shifts credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts which count for holiday purposes and immediately forward the money equivalent of the bonus to the Secretary of the Council together with the money equivalent of the paid holiday entitlement.

(3) Whenever the money equivalent of the holiday leave bonus is remitted to the Council in terms of sub-section (2), the provisions of sub-sections (5), (6) and (7) of section 7 relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(ii) Die weeklikse toelae wat ingevolge hierdie klousule aan 'n werknemer betaalbaar is, mag *pro rata* verminder word volgens enige tydperk van afwesigheid van die werk.

(iii) Die lewenskostetoelae is betaalbaar—

(a) gedurende enige tydperk van jaarlikse verlof met besoldiging, en elke werkgewer moet gedurende die kwalifiserende tydperk 'n *pro rata* gedeelte daarvan betaal; en

(b) vir Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag, *pro rata* volgens die gewone werkkure van die bedryfsinrigting vir daardie dag van die week.

(iv) Wanneer 'n werknemer die diens van 'n werkgewer verlaat, moet enige vakansieverlofkrediet van daardie werknemer 'n krediet van die lewenskostetoelae insluit wat betaalbaar is ten opsigte van daardie gedeelte van die tydperk van jaarlikse verlof wat deur die vakansieverlofkrediet gedek word, bereken teen die toelae betaalbaar op die datum waarop die diens eindig.

(2) Enige aanpassing van die lewenskostetoelae as gevolg van 'n verandering in die indeks, moet aangebring word op die eerste betaaldag in die maand wat volg op die publikasie, in die *Staatskoerant*, van die kennisgewing waarby sodanige verandering aangemeld word.

(3) Die toelae genoem in subklousule (1) (i), moet op dieselfde tyd betaal word as dié waarop die werknemer gewoonlik sy ander besoldiging ontvang.

(4) „Indeks” beteken die beswaarde gemiddelde Verbruikers-prysindeksyfer van die nege gebiede vir alle items soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek vasgestel en in die *Staatskoerant* gepubliseer.

(5) Ten einde vas te stel in watter loongroep 'n werknemer geag word te val, word die gekonsolideerde loon wat vir die klas werk van daardie werknemer voorgeskryf word, vermenigvuldig met 46, geag sy loon te wees.

22. KORTTYD.

(1) Die werkgewer mag sy werknemers 'n kleiner getal ure as dié in hierdie Ooreenkoms voorgeskryf, laat werk weens—

(a) 'n tekort aan werk en/of materiaal, en in so 'n geval moet die werkgewer sy werknemers twee volle werkdade vooraf kennis gee van sy voorneme om korttyd te werk en moet hy, sover doenlik, die beskikbare werk verdeel onder die werknemers wat daardeur geraak word. Wanneer die werkgewer uitdruklik van die werknemer vereis om op 'n bepaalde dag by die bedryfsinrigting te kom verneem of daar werk beskikbaar is, moet hy toegelaat word om ten opsigte van sodanige dag minstens vier uur te werk; so nie, moet hy betaling vir vier uur in plaas daarvan ontvang. Indien daar nie van die werknemer vereis word om die bedryfsinrigting te besoek nie, moet die werkgewer die werknemer op die werkdag onmiddellik voor die dag waarop daar nie van hom vereis sal word om te werk nie, daarvan in kennis stel;

(b) onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgewer. Wanneer sodanige omstandighede ontstaan, word daar nie van die werkgewer vereis om lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat hulle werklik gewerk het; met dien verstande dat waar die werkgewer van mening is dat die werk hervat kan word en sy werknemers uitdruklik gelas om hulle op 'n bepaalde dag vir diens aan te meld, hulle toegelaat moet word om ten opsigte van sodanige dag minstens vier uur te werk; so nie, moet hulle betaling vir vier uur in plaas daarvan ontvang.

(2) Mits die werkgewer minstens 48 uur voordat hy kragtens subklousule (1) (a) met korttyd begin of binne 24 uur nadat daar ooreenkomstig die bepalings van subklousule (1) (b) korttyd gewerk is, die Raad daarvan in kennis stel, kan die lewenskostetoelae wat ingevolge klousule 21 van hierdie Deel van die Ooreenkoms betaalbaar is, *pro rata* verminder word volgens die getal ure gewerk of volgens die bedrag betaalbaar ingevolge hierdie klousule.

(3) Kort skofte wat gewerk word terwyl daar korttyd gewerk word, tel as skofte wat werklik gewerk is vir die doeleindes van die kwalifikasie vir verlof met betaling soos gemeld in klousule 7 van hierdie Deel van die Ooreenkoms, met dien verstande dat minstens 'n halwe skof elke dag gewerk word.

23. VAKANSIEVERLOFBONUS.

(1) Wanneer 'n werknemer kwalifiseer vir en met vakansieverlof gaan, moet hy 'n vakansieverlofbonus van minstens R65 ontvang.

(2) Wanneer die diens van 'n werknemer eindig voordat hy op verlof met besoldiging geregtig word, moet sodanige werknemer gekrediteer word met dié deel van die bonus wat in verhouding staan tot die getal skofte waarmee hy vir vakansiedoeleindes gekrediteer is. Die werkgewer moet die bedrag daarvan inskryf op die bewys wat aan die werknemer gegee moet word en waarin die getal skofte wat vir vakansiedoeleindes tel, gemeld word, en hy moet die geldekwivalent van die bonus onmiddellik aan die Sekretaris van die Raad stuur, tesame met die geldekwivalent van die vakansiegeld waarop die werknemer geregtig is.

(3) Wanneer die geldekwivalent van die vakansieverlofbonus ooreenkomstig die bepalings van subklousule (2) aan die Raad gestuur word, is die bepalings van subklousule (5), (6) en (7) van klousule 7 in verband met die geldekwivalent van die vakansiegeld waarop die werknemer geregtig is, *mutatis mutandis* van toepassing.

(4) Apprentices, and employees employed under sub-sections (a), (b), (c) and (d) of section 2 of Part IV of this Agreement shall not be entitled to qualify for or receive this holiday leave bonus.

24. INSURANCE OF TOOLS.

The employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of his journeyman or apprentice against damage or destruction on the employer's premises by fire. The maximum cover under this section for insurance of tools shall be R50 per employee stated above.

25. SHIFT WORK ALLOWANCE FOR AFTERNOON AND NIGHT SHIFTS.

(1) Employees working rotation shift work shall be paid a shift allowance in accordance with the following—

(a) *Afternoon Shift.*—For work ordinarily performed on the usual afternoon shift of the employee concerned, payment of shift work allowance shall be made at the rate of 4 per cent on ordinary rates for the total number of hours worked. In order to calculate this allowance the formula shall be:—

Total number of hours worked multiplied by hourly rate (excluding personal allowance and bonus allowance) multiplied by 4 per cent.

(b) *Night Shift.*—For work ordinarily performed on the usual night shift of the employee concerned, payment of a shift work allowance shall be made at the rate of 8 per cent on ordinary rates for the total number of hours worked. In order to calculate this allowance the formula shall be:—

Total number of hours worked multiplied by hourly rate (excluding personal allowance and bonus allowance) multiplied by 8 per cent.

(c) When an employee working rotation shift work, works a double shift or portion thereof which falls on either the usual afternoon or night shifts or works afternoon or night shift on his normal free day, the shift work allowance for such additional hours worked shall be calculated in the same manner, as outlined above, but at the percentage rate applicable to the particular shift or portion thereof actually worked, i.e. 4 per cent on ordinary rates those hours worked on afternoon shift and 8 per cent on ordinary rates for those hours worked on night shift.

(d) When it is found necessary to change the usual system of rotation shifts to a basis of two 12 hour shifts per working day, payment of a shift work allowance during such period shall be made as follows:—

During the first 12 hour shift on any day, payment of a shift work allowance at the rate of 4 per cent on ordinary rates for the last four hours of such shift, which shall be calculated in the same manner as outlined under sub-section (1) (a).

During the second 12 hour shift on any day, payment of a shift work allowance at the rate of 4 per cent on ordinary rates for the first four hours of such shift, which shall be calculated in the same manner as outlined under sub-section (1) (a), and payment of a shift work allowance at the rate of 8 per cent on ordinary rates for the last eight hours of such shift, which shall be calculated in the same manner as outlined under sub-section (1) (b).

(2) No shift work allowance shall be paid to an employee during any period he is away from duty for any reason whatsoever.

(3) Shift work allowance shall only be payable to daily paid employees when working rotation shift work. Shift work allowance shall not apply to day shift workers.

PART II.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained, the provisions relating to "Hours of Work" (section 4), "Overtime and Payment for Work on Sundays" (section 5), "Holiday and Unemployment Pay" (section 7), "Additional Holiday Pay" (section 8), "Payment for certain Public Holidays" (section 9), "Cost of Living Allowances" (section 21), "Holiday Leave Bonus" (section 23), "Shift Work Allowance" (section 25) of Part I of this Agreement shall not apply to employees employed in the occupations scheduled under sub-sections (a), (b), (c) and (d) of section 2 of Part IV of this Agreement to whom except as is otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

(4) Vakleerlinge en werknemers wat ingevolge subklousule (a), (b), (c) en (d) van klousule 2 van Deel IV van hierdie Ooreenkoms werksaam is, is nie daarop geregtig om vir hierdie vakansieverlofbonus te kwalifiseer of dit te ontvang nie.

24. VERSEKERING VAN GEREEDSKAP.

Die werkgever moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem waarby die gereedskap wat die private eiendom van sy ambagsman of vakleerling is, verseker word teen beskadiging of vernietiging weens brand op die perseel van die werkgever. Die maksimum gereedskapversekeringsdekking ingevolge hierdie klousule is R50 per werknemer hierbo genoem.

25. SKOFWERKTOELAE VIR NAMIDDAG- EN NAGSKOFTE.

(1) Werknemers wat wisselskifte werk, moet 'n skoftoelae ooreenkomstig onderstaande bepalinge betaal word:—

(a) *Namiddagskof.*—Vir werk wat gewoonlik op die gewone namiddagskof van die betrokke werknemer verrig word, moet daar 'n skofwerktoelae betaal word van 4 persent van die gewone loon vir die totale getal ure gewerk. Ten einde hierdie toelae te bereken, moet onderstaande formule gevolg word:—

Totale getal ure gewerk, vermenigvuldig met die uurloon (uitgesonderd persoonlike toelae en bonustoelae) vermenigvuldig met 4 persent.

(b) *Nagskof.*—Vir werk wat gewoonlik op die gewone nagskof van die betrokke werknemer verrig word, moet daar 'n skofwerktoelae betaal word van 8 persent van die gewone loon vir die totale getal ure gewerk. Ten einde hierdie toelae te bereken, moet onderstaande formule gevolg word:—

Totale getal ure gewerk, vermenigvuldig met die uurloon (uitgesonderd persoonlike toelae en bonustoelae) vermenigvuldig met 8 persent.

(c) Wanneer 'n werknemer wat wisselskifte werk, 'n dubbel-skof of 'n gedeelte daarvan werk wat binne die gewone namiddag- of nagskof val of wanneer hy 'n namiddag- of nagskof op sy gewone vry dag werk, moet die skofwerktoelae vir sodanige addisionele ure op dieselfde manier bereken word soos hierbo uiteengesit, maar teen die persentasie wat op die bepaalde skof of 'n gedeelte daarvan wat werklik gewerk is, van toepassing is, dit wil sê 4 persent van die gewone loon vir daardie ure wat op 'n namiddagskof gewerk word en 8 persent van die gewone loon vir daardie ure wat op 'n nagskof gewerk word.

(d) Wanneer dit nodig bevind word om die gewone wisselskifstelsel te verander in twee skofte van 12 uur per werkdag, moet die skofwerktoelae gedurende sodanige tydperk soos volg betaal word:—

Gedurende die eerste skof van 12 uur op 'n bepaalde dag, 'n skofwerktoelae van 4 persent van die gewone loon vir die laaste vier uur van sodanige skof, wat bereken moet word op dieselfde manier soos uiteengesit in subklousule (1) (a).

Gedurende die tweede skof van 12 uur op 'n bepaalde dag, 'n skofwerktoelae van 4 persent van die gewone loon vir die eerste vier uur van sodanige skof, wat bereken moet word op dieselfde manier soos uiteengesit in subklousule (1) (a), en 'n skofwerktoelae van 8 persent van die gewone loon vir die laaste agt uur van sodanige skof, wat bereken moet word op dieselfde manier soos uiteengesit in subklousule (1) (b).

(2) Geen skofwerktoelae word aan 'n werknemer betaal wanneer hy om enige rede van sy werk afwesig is nie.

(3) 'n Skofwerktoelae is slegs aan daaglikse betaalde werknemers betaalbaar wanneer hulle wisselskifwerk verrig. 'n Skofwerktoelae word nie aan dagskofwerkers betaal nie.

DEEL II.

SPESIALE VOORWAARDES BETREFFENDE SEKERE KLASSE WERKNEMERS HIERIN GESPEFISEER.

Ondanks die bepalinge hierin vervat, is die bepalinge betreffende „Werkure” (klousule 4), „Oortydwerk en betaling vir werk op Sondag” (klousule 5), „Vakansie- en werkloosheidsgeelde” (klousule 7), „Addisionele vakansiegeelde” (klousule 8), „Betaling vir sekere openbare vakansiedae” (klousule 9), „Lewenskostetoelae” (klousule 21), „Vakansieverlofbonus” (klousule 23) en „Skofwerktoelae” (klousule 25) van Deel I van hierdie Ooreenkoms, nie van toepassing nie op werknemers wat diens doen in die beroepe wat in subklousule (a), (b), (c) en (d) van klousule 2 van Deel IV van hierdie Ooreenkoms gespesifiseer word, op wie, tensy anders hierin bepaal word, die ander bepalinge van Deel I en die volgende spesiale bepalinge van toepassing is. (Die spesiale bepalinge gee die deurslag, wanneer hulle strydig met genoemde ander bepalinge van Deel I is.)

1. Hours of Work.

The ordinary hours of work for all employees shall not exceed 46 hours in any one week.

2. Overtime and Payment for Work on Certain Public Holidays.

(1) All time worked in excess of the usual shift shall be regarded as overtime and shall be paid for at one and one third times the hourly rate.

(2) Good Friday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays.

(3) If an employee does not work on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, the employer shall pay him in respect of such remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(4) Whenever an employee works on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter the overtime prescribed in subsection (1) hereof shall apply.

3. Payment of Earnings.

(1) (a) Wages and overtime shall be paid weekly not later than Friday at times to fit in with the various shifts or upon termination of employment if this takes place before the ordinary payday. The aforesaid remuneration shall include all payments due to the employee calculated up to and including the shift completed on the preceding Monday.

(b) Each employee shall be handed a statement showing his total earnings, ordinary time and overtime payments, allowances and deductions.

(2) No premium for the training of an employee shall be charged or accepted by the employer.

(3) No deductions of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:—

(a) For board and lodging or both in accordance with this Agreement.

(b) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in Part II, section 4 of this Agreement, a pro rata amount for the period of such absence.

(c) At the written request of the employee, and with the concurrence of the employer, deductions in such terms and for such purposes as the employee shall prescribe in his request, other than contributions to any unregistered organisation of employees of the nature of a trade union.

(d) Any amount paid by the employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee.

(e) Where an employee is absent from work, resultant on the closing of the establishment by mutual arrangement between the employer and not less than 75 per cent of the employees, a pro rata amount for the period of such absence.

(f) Where the employer, due to clerical or accounting or administrative error, or miscalculations, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:—

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 10 per cent of the wages or earnings from which it is deducted;

(ii) no such deduction shall be made from any holiday pay payable under this Agreement to the employee;

(iii) no such deduction or deductions shall be made unless the employer notifies the employee at the time of the first deduction.

(4) Where in the establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

4. Paid Leave.

(1) The employer shall grant to every employee leave of absence on full pay of not less than two consecutive weeks subject to the following conditions:—

(a) The qualification for such paid leave shall be 297 shifts, exclusive of overtime, actually worked on a six-day working week basis; provided that—

(i) a period of less than 26 shifts worked, exclusive of overtime, shall not count for leave purposes;

(ii) the period of such leave shall not be concurrent with any period during which an employee is under notice of termination of employment;

1. Werkure.

Die gewone werkure vir alle werknemers mag nie meer as 48 uur in 'n bepaalde week beloop nie.

2. Oortydperk en betaling vir werk op sekere openbare vakansiedae.

(1) Alle tyd wat daar langer gewerk word as die gewone skof, word geag oortyd te wees, en daarvoor moet betaal word teen een en een derde maal die uurloon.

(2) Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met betaling.

(3) As 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet die werkgewer hom ten opsigte van sodanige dag 'n besoldiging betaal van minstens sy gewone besoldiging asof hy op sodanige dag sy gewone gemiddelde ure vir daardie dag van die week gewerk het.

(4) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie bepaalde dag van die week ontvang en daarbenewens teen die gewone loon betaal word vir die tyd werklik gewerk tot aan die einde van die skof, en daarna is die oortydbesoldiging voorgeskryf in subklousule (1) hiervan, van toepassing.

3. Betaling van verdienste.

(1) (a) Lone en oortydbesoldiging moet weekliks betaal word en wel nie later nie as Vrydag en op dié tyd wat inpas by die verskillende skofte, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Voornoemde besoldiging moet alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en met dié skof wat op die vorige Maandag voltooi is.

(b) Daar moet aan elke werknemer 'n staat oorhandig word wat sy totale verdienste, sy besoldiging vir gewone tyd en oortyd, toelaes en aftrekkings toon.

(2) Die werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

(3) Met uitsondering van die aftrekkings hieronder genoem, mag daar hoegenaamd niks van die bedrae wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, afgetrek word nie:—

(a) Aftrekkings vir kos en huisvesting of beide ooreenkomstig die bepalinge van hierdie Ooreenkoms.

(b) Waar 'n werknemer van sy werk afwesig is, met inbegrip van afwesigheid gedurende enige vakansiedag wat toegestaan word ter verlenging van die vakansie waarvoor daar in Deel II, klousule 4, van hierdie Ooreenkoms voorsiening gemaak word, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.

(c) Op die skriftelike versoek van die werknemer en met die instemming van die werkgewer, aftrekkings op dié voorwaardes en vir dié doeleindes wat die werknemer in sy versoek mag voorskryf, maar nie bydraes vir 'n ongeregisteerde organisasie van werknemers van die aard van 'n vakvereniging nie.

(d) Enige bedrag wat die werkgewer ingevolge 'n wet, ordonansie of regsproses namens 'n werknemer betaal het.

(e) Waar 'n werknemer van sy werk afwesig is as gevolg van die sluiting van die bedryfsinrigting volgens 'n onderlinge reëling tussen die werkgewer en minstens 75 persent van die werknemers, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid.

(f) Waar die werkgewer, weens 'n klerklike of reken- of administratiewe fout of weens 'n verkeerde berekening, 'n werknemer 'n besoldiging betaal wat hoër is as die bedrag wat wetlik betaalbaar is, is die werkgewer daarop geregtig om die bedrag wat te veel betaal is, te verhaal deur dit, behoudens onderstaande bepalinge, van latere lone of verdienste af te trek:—

(i) Die bedrag kan in een of meer paaiemente van die loon of verdienste afgetrek word, maar geen aftrekking mag meer as 10 persent van die loon of verdienste waarvan dit afgetrek word, beloop nie;

(ii) sodanige bedrag mag nie van die vakansiegeld wat ingevolge hierdie Ooreenkoms aan die werknemer betaalbaar is, afgetrek word nie;

(iii) sodanige bedrag of bedrae mag nie afgetrek word nie tensy die werkgewer die werknemer ten tyde van die eerste aftrekking daarvan in kennis stel.

(4) Waar die werk in die bedryfsinrigting of plek verrig word deur werknemers wat in spanne of ploë g'organiseer is, moet die werkgewer aan elke werknemer sy verdienste betaal.

4. VERLOF MET BESOLDIGING.

(1) Die werkgewer moet, behoudens onderstaande voorwaardes, aan elke werknemer afwesigheidsverlof met volle betaling verleen vir minstens twee agtereenvolgende weke:—

(a) Die kwalifikasie vir sodanige verlof met besoldiging is 297 skofte, oortyd uitgesonderd, wat werklik gewerk is op 'n werkweekgrondslag van ses dae; met dien verstande dat—

(i) 'n tydperk van minder as 26 skofte gewerk, oortyd uitgesonderd, nie vir verlofdoeleindes tel nie;

(ii) die tydperk van sodanige verlof nie mag saamval nie met enige tydperk waarin 'n werknemer kennis gekry het dat sy diens beëindig gaan word;

- (iii) if Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of such leave, such days shall be added to the said period as a further period of leave on full pay;
 - (iv) any period of absence from work on the instructions or at the request of the employer (excluding suspension from duty to any misdemeanour or neglect of duty) shall count for paid leave purposes;
 - (v) any period of absence on account of sickness and/or accident aggregating not more than 30 shifts in any one qualifying period for paid leave, shall count for leave purposes; provided that the employer shall be entitled to call upon an employee for a medical certificate, satisfactory to the employer, in proof of cause of absence, and further provided that in the case of period of absence due to accident, such accident has been admitted as falling within the provisions of the Workmen's Compensation Act; provided that if the employer is by any law required to provide for the care and treatment of his employees while sick, such employees shall not be required to submit a medical certificate;
 - (vi) any employee who absents himself from work without adequate reason satisfactory to the employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts towards his leave qualification, with a maximum penalty of 30 shifts in any one qualifying period for paid leave.
- (b) The holiday shall be granted by the employer so as to commence within a period of four months of due date.
 - (c) The employee shall be entitled to, and shall take his holiday within a period of four months from due date, unless exemption be granted by the Council.
 - (d) No employee shall engage in any employment for gain during the period of his holiday.

(2) Every employee to whom leave is granted under sub-section (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(3) Upon the termination of employment, the employer shall pay to the employee his full pay—

- (a) in respect of any period of leave which has accrued to him but was not granted before the termination of the employment; and
- (b) in respect of the proportionate number of qualifying shifts standing to his credit after the date on which he last became entitled to leave in terms of sub-section (1), or in the case of an employee who has been employed for less than 12 months, after the commencement of his employment.

(4) Any amount paid to an employee in terms of sub-section (2) or sub-section (3) shall be calculated at the rate of pay of which the employee was in receipt on the day his paid leave became due, or his employment terminated, as the case may be. He shall also be paid a cost of living allowance in terms of section 5 of this Part of this Agreement at the rate ruling at the time paid leave is taken, or his employment terminates, as the case may be.

For purposes of calculating leave due under this section, employment shall be deemed to commence from the date upon which an employee enters the employer's service, or from the date on which he last became entitled to paid leave, whichever date is the later.

5. Cost of Living Allowance.

The employer shall pay to each of his employees, in addition to any other remuneration to which the employee is entitled, and at the same time the employee ordinarily receives his other remuneration, a cost of living allowance proclaimed as payable from time to time under War Measure No. 43 of 1942, as continued by War Measure Continuation Amendment Act (Act No. 39 of 1959), and amended.

6. Board and Lodging.

No employee shall be required as part of his contract of service to accept board or lodging or both from his employer or to purchase any goods or hire any property from his employer but where any employee agrees to accept board or lodging or both from his employer, the employer may deduct not more than 90 cents per week when board and lodging is provided or not more than 60c per week for board only or 30c per week for lodging only.

- (iii) indien Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag binne die tydperk van sodanige verlof val, sodanige dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
 - (iv) enige tydperk van afwesigheid van werk op las of op versoek van die werkgever (uitgesonderd skorsing in diens weens wangedrag of pligsversuim) vir verlofdoeleindes tel;
 - (v) enige tydperk van afwesigheid weens siekte en/of ongeluk wat altesaam nie meer as 30 skofte in enige kwalifiserende tydperk vir verlof met betaling beloop nie, vir verlofdoeleindes moet tel; met dien verstande dat die werkgever daarop geregtig is om van die werknemer 'n geneeskundige sertifikaat te vereis, waarmee die werkgever tevrede is, as bewys van die oorsaak van sy afwesigheid; en voorts met dien verstande dat in die geval van 'n tydperk van afwesigheid weens 'n ongeluk, sodanige ongeluk erken is as 'n ongeluk wat binne die bepalings van die Ongevallewet val; met dien verstande dat as die werkgever ingevolge enige wet voorsiening moet maak vir die versorging en behandeling van sy werknemers terwyl hulle siek is, daar nie van sodanige werknemers vereis mag word om 'n geneeskundige sertifikaat in te dien nie;
 - (vi) elke werknemer wat van sy werk afwesig is sonder 'n grondige rede waarmee die werkgever tevrede is, ten opsigte van elke skof of werkdag wat hy gedurende sodanige afwesigheid nie gewerk het nie, vyf skofte verbeur ten opsigte van sy kwalifisering vir verlof met besoldiging, met 'n maksimum verbeuring van 30 skofte in 'n bepaalde kwalifiserende tydperk vir verlof met betaling.
- (b) Die werkgever moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop die werknemer daarop geregtig word.
 - (c) Tensy die Raad vrystelling verleen het, moet die werknemer sy verlof neem en is hy daarop geregtig om dit te neem binne vier maande vanaf die datum waarop hy daarop geregtig geword het.
 - (d) Geen werknemer mag gedurende sy verloftydperk werk teen besoldiging verrig nie.

(2) Elke werknemer aan wie verlof ingevolge subklousule (1) verleen is, moet ten opsigte van sodanige verlof betaling van die werkgever ontvang en wel voor of op die laaste werkdag voor die begin van genoemde tydperk.

(3) By diensbeëindiging moet die werkgever aan die werknemer sy volle loon betaal—

- (a) ten opsigte van enige verloftydperk wat hom toekom maar wat nie voor die diensbeëindiging toegestaan is nie; en
- (b) ten opsigte van die proporsionele getal kwalifiserende skofte waarmee hy gekrediteer is na die datum waarop hy laas kragtens subklousule (1) op verlof geregtig geword het of, in die geval van 'n werknemer wat vir minder as 12 maande in diens was, na die begin van sy dienstyd.

(4) Enige bedrag wat ingevolge subklousule (2) of subklousule (3) aan 'n werknemer betaal word, moet bereken word teen die loon wat die werknemer ontvang het op die dag waarop hy op verlof met besoldiging geregtig geword het of die dag waarop sy diens beëindig is, na gelang van die geval. Daar moet ook ooreenkomstig die bepalings van klousule 5 van hierdie Deel van hierdie Ooreenkoms aan hom 'n lewenskostoelae betaal word teen die skaal wat van krag is op die datum waarop die verlof met betaling geneem of sy diens beëindig is, na gelang van die geval. Vir die berekening van die verlof wat ingevolge hierdie klousule verleen moet word, word diens geag te begin vanaf die datum waarop 'n werknemer tot die diens van die werkgever toetree of vanaf die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum.

5. Lewenskostoelae.

Benewens enige ander besoldiging waarop 'n werknemer geregtig is, moet 'n werkgever aan elkeen van sy werknemers en op dieselfde tyd as dié waarop die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostoelae betaal wat van tyd tot tyd as betaalbaar geproklameer is kragtens Oorlogsmaatreël No. 43 van 1942 soos voortgesit by die Voortsetting van Oorlogsmaatreëls (Wet No. 39 van 1959), soos gewysig.

6. Kos en huisvesting.

Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of huisvesting of albei van sy werkgever aan te neem of om van sy werkgever goedere te koop of eiendom te huur nie, maar waar 'n werknemer instem om kos of huisvesting of albei van sy werkgever aan te neem, mag die werknemer hoogstens 90c per week vir kos en inwoning of hoogstens 60c per week vir slegs kos of 30c per week vir slegs huisvesting aftrek.

7. Certificate of Service.

The employer shall, when required by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of his employment, the dates of commencement and termination of the contract, provided that where, in this Agreement, the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to the employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

8. Additional Remuneration Payable to Employees Employed on Work in the Occupation Scheduled under Sub-sections (a), (b) and (c) of Section 2 of Part IV of this Agreement.

The employer shall, in addition to any other remuneration payable in terms of this Agreement to employees employed in the occupations scheduled under sub-sections (a), (b) and (c) excluding juveniles employed in terms of sub-section (d) of section 2 of Part IV of this Agreement, pay a service increment to such employees on the following basis:—

After completion of 12 months continuous and unbroken service with the employer, the service increment shall equal 4c per hour.

PART III.

INCREMENTS AND QUALIFYING PERIODS.

The minimum and maximum rates of pay, the rate of increment and the qualifying shifts to be worked in each job are set out in section 3 of Part IV of this Agreement and shall apply to the classes of employees enumerated herein provided that:—

- (i) A newcomer learner to Amcor, excluding juveniles, employed on the operations set out in section 3 of Part IV of this Agreement, shall commence as a Relief Operative at the rate of 21.7c per hour basic rate, and shall receive in respect of every 75 shifts worked an increment of 1.25c per hour until the scheduled maximum basic rate of 26.7c per hour for this job has been attained. The 300 shifts thus worked and any shifts subsequently worked in the job of Relief Operative as such shall not count as qualifying shifts in any designated job. No variation shall be made in the above rates until the newcomer learnership period has been completed, notwithstanding the class of work upon which the newcomer learner may be employed.
- (ii) Save as provided under paragraph (i) hereof an employee appointed to a higher-paid job shall be paid on appointment not less than the scheduled minimum rate for such job, provided, however, that if the employee, in accordance with the provisions of paragraph (iii) hereof, has already qualified for a higher rate in such job, he shall, upon appointment to such job, be paid that higher rate of pay. Further increments shall be granted on the basis of 1.25c per hour for every 75 qualifying shifts worked in such job until the scheduled maximum rate of pay for such job has been attained.
- (iii) An employee relieving in a higher-paid job shall be paid not less than the scheduled minimum consolidated rate for such job and further increments shall be granted on the basis of 1.25c per hour for every 75 shifts worked in such job until the scheduled maximum consolidated rate of pay for such job has been attained; provided however, that in all cases where an employee relieves in a higher-paid job, the shifts so worked shall firstly be credited to the lower paid jobs in the direct line of promotion until the qualifying periods for the lower-paid jobs are completed. Thereafter shifts worked in the higher-paid job shall count as qualifying shifts for such higher-paid job, and further increments shall be granted on the basis of 1.25c per hour for every 75 shifts worked in such job until the scheduled maximum consolidated rate of pay for such job has been attained.
- (iv) An employee relieving in a higher-paid job for a continuous period of one hour or more on any shift shall be credited with a full qualifying shift for such period and if qualified for a higher rate of pay shall be paid at the higher rate for the number of hours worked on that shift.
- (v) The working days lost by reason of an accident admitted as falling within the provisions of the Workmen's Compensation Act shall be credited as qualifying shifts to the job in which the employee has been appointed until the scheduled maximum consolidated rate for such job has been attained, whereafter any further shifts so lost shall be disregarded.

7. Dienssertifikaat.

Wanneer 'n werknemer by die beëindiging van sy diens dit vereis, moet die werkgever sodanige werknemer voorsien van 'n dienssertifikaat waarin gemeld word die volle name van die werkgever en die werknemer, die aard van sy werk, die aanvangs- en beëindigingsdatum van die kontrak; met dien verstande dat waar die loon van 'n werknemer in hierdie Ooreenkoms bepaal word volgens die lengte van sy diens, die werknemer, wanneer hy van werk verander, 'n dienssertifikaat aan die werkgever moet verskaf ten einde geregtig te word op die besoldiging wat vir sodanige lengte van diens voorgeskryf word.

8. Addisionele besoldiging betaalbaar aan werknemers wat gebruik word vir werk in die beroep gespesifiseer in subklousule (a), (b) en (c) van klousule 2 van Deel IV van hierdie Ooreenkoms.

Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is aan werknemers wat gebruik word vir die beroepe gespesifiseer in subklousule (a), (b) en (c), uitgesonderd jeugdiges wat ingevolge subklousule (d) van klousule 2 van Deel IV van hierdie Ooreenkoms in diens geneem is, moet die werkgever aan sodanige werknemers 'n loonverhoging, op lengte van diens gegrond, op die volgende grondslag betaal:—

Na voltooiing van 12 maande aaneenlopende en ononderbroke diens by die werkgever, is die loonverhoging gelyk aan 4c per uur.

DEEL III.

VERHOGINGS EN KWALIFISERENDE TYDPERKE.

Die minimum en die maksimum loon, die loonverhoging en die kwalifiserende skofte wat in elke beroep gewerk moet word, word in klousule 3 van Deel IV van hierdie Ooreenkoms gespesifiseer en is van toepassing op die klasse werknemers hierin genoem; met dien verstande dat—

- (i) 'n nuwe leerling by Amcor, uitgesonderd 'n jeugdige, wat gebruik word vir die werksaamhede gemeld in klousule 3 van Deel IV van hierdie Ooreenkoms, moet begin as 'n afloswerker teen 'n basiese loon van 21.7c per uur en ten opsigte van elke 75 skofte gewerk, 'n verhoging moet ontvang van 1.25c per uur totdat die gespesifiseerde maksimum basiese loon van 26.7c per uur vir hierdie soort werk bereik is. Die 300 skofte aldus gewerk en alle skofte daarna gewerk as afloswerker, tel nie as kwalifiserende skofte in enige aangewese werk nie. Ondanks die klas werk waarvoor die nuwe leerling gebruik mag word, mag daar nie van bostaande lone afgewyk word nie totdat die nuweling se leertyd voltooi is.
- (ii) Behoudens die bepalings van paragraaf (i) hiervan, moet 'n werknemer wat aangestel word in 'n werk waarvoor 'n hoër besoldiging betaal word, by aanstelling minstens die minimum loon wat vir sodanige werk voorgeskryf is, betaal word; met dien verstande egter dat, indien die werknemer ooreenkomstig die bepalings van paragraaf (iii) hiervan alreeds gekwalifiseer het vir 'n hoër loon in sodanige werk, hy by aanstelling in sodanige werk die hoër loon moet ontvang. Verdere verhogings moet toegestaan word op grondslag van 1.25c per uur vir elke 75 kwalifiserende skofte gewerk in sodanige beroep totdat die voorgeskrewe maksimum loon vir sodanige beroep bereik is.
- (iii) 'n Werknemer wat aflos in 'n beroep waarvoor daar 'n hoër besoldiging betaal word, moet minstens die voorgeskrewe minimum gekonsolideerde loon vir sodanige beroep betaal word, en verdere verhogings moet toegestaan word op grondslag van 1.25c per uur vir elke 75 skofte gewerk in sodanige beroep totdat die voorgeskrewe maksimum gekonsolideerde loon vir sodanige beroep bereik is; met dien verstande egter dat, in alle gevalle waar 'n werknemer aflos in 'n beroep waarvoor 'n hoër loon betaal word, die skofte aldus gewerk, eers ten opsigte van die laer besoldigde beroepe wat regstreeks met bevordering in verband staan, gekrediteer moet word totdat die gekwalifiserende tydperke vir die laer besoldigde beroepe voltooi is. Daarna moet skofte gewerk in die hoër besoldigde beroep, tel as kwalifiserende skofte vir sodanige hoër besoldigde beroep en moet verdere verhogings toegestaan word op die grondslag van 1.25c per uur vir elke 75 skofte gewerk in sodanige beroep totdat die voorgeskrewe maksimum gekonsolideerde loon vir sodanige beroep bereik is.
- (iv) 'n Werknemer wat in 'n hoër besoldigde beroep aflos vir 'n aaneenlopende tydperk van een uur of meer op enige skof, moet ten opsigte van sodanige tydperk gekrediteer word met 'n volle kwalifiserende skof, en indien hy gekwalifiseer het vir 'n hoër besoldiging, moet hy dié hoër besoldiging ontvang vir die getal ure op daardie skof gewerk.
- (v) Die werkdae wat verloor word vanweë 'n ongeluk wat erken is as 'n ongeluk wat binne die bepalings van die Ongevallewet val, moet tel as kwalifiserende skofte vir die beroep waarin die werknemer aangestel is totdat die voorgeskrewe maksimum gekonsolideerde loon vir sodanige beroep bereik is, en daarna moet alle verdere skofte wat aldus verloor word, buite rekening gelaat word.

- (vi) The working days lost by reason of military training as defined in this Agreement shall be credited as qualifying shifts to the job in which the employee has been appointed until the scheduled maximum consolidated rate for such job has been attained, whereafter any further shifts so lost shall be disregarded.
- (vii) The working days falling within any period during which the employee is subpoenaed to attend Court as a witness or juror shall be credited as qualifying shifts to the job in which the employee has been appointed, until the scheduled maximum consolidated rate for such job has been attained, whereafter any further shifts so lost shall be disregarded.

PART IV.

WAGE SCHEDULES APPLICABLE TO CLASSES OF LABOUR HEREIN- AFTER ENUMERATED.

The employer shall not pay to any employee (other than an apprentice or trainee) engaged on any of the classes of work specified in this Agreement, wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

Section 1.

Rate 1.

*Cost of living allowance consolidated at the index figure of 92.9.

Journeyman's Work.—No person other than a journeyman or apprentice or trainee may be employed on work classified hereunder without the prior permission of the Industrial Council:—

Blacksmithing.....
Boilermaking.....
Bricklaying and/or refractory bricklaying and/or masonry work.....
Carpentry.....
Constructional steel working.....
Cropping and/or punching and/or shearing and/or guillotine shearing.....
Die and/or jig and/or tool and/or gauge making.....
Electrical maintenance work and/or installation.....
Fitting and/or turning and/or machining.....
Instrument making and/or repairing.....
Machine tool setting up and/or toolsetting.....
Motor mechanic's work.....
Millwrighting.....
Rigging.....
Roll Turning.....
Sheetmetal working.....
Templet making.....
Welding and/or brazing.....

Grofsmidswerk.....
Ketelmakerswerk.....
Messelwerk en/of messelwerk met vuurvaste stene en/of klipmesselwerk...
Timmerwerk.....
Boustaalwerk.....
Afsnywerk en/of ponswerk en/of knipwerk en/of guillotinewerk.....
Stempel- en/of setmaat- en/of gereedskap- en/of maatmakery.....
Elektrotegniese instandhoudingswerk en/of installeringswerk.....
Monteur- en/of draai- en/of masjienerwerk.....
Instrumentmakery en/of -herstelwerk.....
Die opstel van masjiengereedskap en/of die set van gereedskap.....
Motorwerktuigkundige se werk.....
Masjiemonteurwerk.....
Touwerk.....
Roldraaiwerk.....
Plaatmetaalwerk.....
Patroonmakery.....
Sweis- en/of sweissoldeerwerk.....

- (vi) Die werkdade wat verloor word vanweë militêre opleiding soos in hierdie Ooreenkoms omskryf, moet as kwalifiserende skofte in die beroep waarin die werknemer aangestel is, tel totdat die voorgeskrewe maksimum gekonsolideerde loon vir sodanige beroep bereik is, en daarna moet alle verdere skofte wat aldus verloor word, buite rekening gelaat word.
- (vii) Die werkdade binne enige tydperk waarin die werknemer gedagvaar word om 'n hof as 'n getuie of jurielid by te woon, moet as kwalifiserende skofte vir die beroep waarin die werknemer aangestel is, tel totdat die voorgeskrewe maksimum gekonsolideerde loon vir sodanige beroep bereik is, en daarna moet verdere skofte wat aldus verloor word, buite rekening gelaat word.

DEEL IV.

LOONSKALE VAN TOEPASSING OP DIE KLASSE WERKNEMERS HIERONDER GENOEM.

Die werkgever mag nie aan 'n werknemer (uitgesonderd 'n vakleerling of kwekeling) wat vir enigeen van die klasse werk soos in hierdie Ooreenkoms gespesifiseer, in diens geneem is, 'n loon en/of verdienste betaal wat laer is as dié gemeld teenoor sodanige klasse werk nie, en 'n werknemer mag nie 'n loon en/of verdienste aanneem wat laer is as dié gemeld teenoor sodanige klasse nie.

Klousule 1.

Loon 1:

*Lewenskostetoelae gekonsolideer teen die indekssyfer 92.9.

Werk van ambagsman.—Niemand anders as 'n ambagsman of 'n vakleerling of 'n kwekeling mag vir die werk hieronder gemeld, gebruik word nie sonder dat die toestemming van die Nywerheidsraad vooraf verkry is:—

Basic Rate.	*Additional Rate per hour.	Consolidated Rate per hour.
Cents.	Cents.	Cents.
42.9	10	52.9

Basiese loon.	*Addisionele loon per uur.	Gekonsolideerde loon per uur.
Sent.	Sent.	Sent.
42.9	10	52.9

Section 2.

(a) Bossing employees employed on work scheduled under sub-sections (b) (1), (b) (2) and (c) of this section, when appointed as Boss Boys:—

	Rate per Hour. Cents.
Boss Boy (Grade 1)—	
First six months of experience.....	12·9
Thereafter.....	14·2
Boss Boy (Grade 2)—	
First six months of experience.....	12·1
Thereafter.....	12·9
Boss Boy (Grade 3)—	
First six months of experience.....	11·7
Thereafter.....	12·1
(b) (1) Power Hammer driver.....	First six months of experience..... 10·8 Thereafter..... 11·7
Blacksmith's Striker boy.....	
Boiler Stoker.....	First six months of experience..... 10·0 Thereafter..... 10·8
Rivet Heater and/or Striker.....	
(2) Application of anti-corrosive coatings.....	First six months of experience..... 10·0 Thereafter..... 10·8
Scrap cutting.....	
Fettling by hand and/or portable power tools.....	First six months of experience..... 10·0 Thereafter..... 10·8
Holding up.....	
Metal buffing and/or polishing.....	First six months of experience..... 10·0 Thereafter..... 10·8
Oiling and/or greasing of machinery, where so employed in a full-time capacity	
Screwing on repetition work with die heads and/or taps.....	First six months of experience..... 10·0 Thereafter..... 10·8
Sand and/or shot blasting machines.....	
Spraying of enamel and/or paint.....	

	Loon per uur. Sent.
Baasjong (graad 1)—	
Eerste ses maande ondervinding.....	12·9
Daarna.....	14·2
Baasjong (graad 2)—	
Eerste ses maande ondervinding.....	12·1
Daarna.....	12·9
Baasjong (graad 3)—	
Eerste ses maande ondervinding.....	11·7
Daarna.....	12·1
(b) (1) Kraghamerbediener.....	Eerste ses maande ondervinding.... 10·8 Daarna..... 11·7
Hammerslaner van grofsmid.....	
Stoomketelstoker.....	Eerste ses maande ondervinding.... 10·0 Daarna..... 10·8
Klinknaelverhitter en/of -slaner.....	
(2) Aanbring van roeswerende lae.....	Eerste ses maande ondervinding.... 10·0 Daarna..... 10·8
Afvalopsnywerk.....	
Gietstukpoetswerk met die hand en/of draagbare kraggereedskap.....	Eerste ses maande ondervinding.... 10·0 Daarna..... 10·8
Vashouwerk.....	
Metaalskuur- en/of -poleerwerk.....	Eerste ses maande ondervinding.... 10·0 Daarna..... 10·8
Olie en/of smeer van masjinerie, indien voltyds in sodanige hoedanigheid in diens geneem.....	
Herhalingswerk vasskroef met draadsnykoppe en/of tappe.....	Eerste ses maande ondervinding.... 10·0 Daarna..... 10·8
Sand- en/of haelblaasmasjiene.....	
Aanspuit van emalje en/of verf.....	

(c) General labourers: 9·6c per hour.

(d) Notwithstanding the wages prescribed for employees employed on work scheduled under sub-section (c) of this section of this Agreement, the employer shall be permitted to employ persons under 18 years of age on work so scheduled at wages for the class of work concerned, as follows:—

While of the apparent age of 16 years: 6·3c per hour.
While of the apparent age of 17 years: 7·9c per hour.
On attaining the apparent age of 18 years: 9·6c per hour.

Persons employed by the employer in terms of this sub-section shall at no time exceed 15 per cent of the total number of other employees employed by the employer on work scheduled under sub-section (c) of this section of this Agreement.

(c) Algemene arbeiders: 9·6c per uur.

(d) Ondanks die lone voorgeskryf vir werknemers wat gebruik word vir die werk genoem in subklousule (c) van hierdie klousule van hierdie Ooreenkoms, moet die werkgever toegelaat word om persone onder die leeftyd van 18 jaar vir sodanige werk in diens te neem teen ondergenoemde lone vir die klas werk wat verrig word:—

Terwyl hy blykbaar 16 jaar oud is: 6·3c per uur.
Terwyl hy blykbaar 17 jaar oud is: 7·9c per uur.
by bereiking van 'n leeftyd van blykbaar 18 jaar: 9·6c per uur.

Die getal persone wat die werkgever kragtens hierdie subklousule in diens neem, mag nooit meer as 15 per sent van die totale getal ander werknemers wat by die werk-nemer in diens is vir die werk genoem in subklousule (c) van hierdie klousule van die Ooreenkoms, wees nie.

Section 3.

* Cost of Living Allowance consolidated at index figure of 92.9.

OTHER OCCUPATIONS.

Klousule 3.

* Lewenskostetoelae gekonsolideer teen die indekssyfer 92.9.

ANDER BEROEPE.

Designation.	Minimum Basic Rate per hour.	*Additional Rate per hour.	Consolidated Minimum Rate per hour.	Maximum Basic Rate per hour.	*Additional Rate per hour.	Consolidated Maximum Rate per hour.	Number of Increments.
<i>Ferro-alloy Division.</i>	c	c	c	c	c	c	c
Senior Operator.....	46.3	10.0	56.3	50.0	10.0	60.0	3
Tank Furnaceman.....	38.8	10.0	48.8	45.0	10.0	55.0	5
First Hand Refining Furnaces.....	37.9	10.0	47.9	45.0	10.0	55.0	5
Second Hand Refining Furnaces.....	35.4	10.0	45.4	36.7	10.0	46.7	1
Ladleman.....	32.9	10.0	42.9	35.4	10.0	45.4	2
Electrode Pastemaker.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Despatch Packer.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Calciner Furnaceman.....	37.9	10.0	47.9	44.2	10.0	54.2	5
Merrick Scaleman.....	37.9	10.0	47.9	44.2	10.0	54.2	5
Load Control Operator.....	32.9	10.0	42.9	36.7	10.0	46.7	3
Raw Materials Attendant.....	31.3	10.0	41.3	33.8	10.0	43.8	2
General Operator.....	27.5	10.0	37.5	30.0	10.0	40.0	2
Lubricator.....	34.2	10.0	44.2	37.9	10.0	47.9	3
Diesel Loco-driver.....	31.7	10.0	41.7	39.2	10.0	49.2	6
Finished Products Attendant.....	31.3	10.0	41.3	35.0	10.0	45.0	3
Lorry Drivers (over 5 tons).....	32.5	10.0	42.5	35.0	10.0	45.0	2
Crane Drivers—Production.....	36.7	10.0	46.7	37.9	10.0	47.9	1
Crane Drivers—Workshop.....	32.9	10.0	42.9	36.7	10.0	46.7	3
Milling Plant Attendant.....	33.8	10.0	43.8	40.0	10.0	50.0	5
Ganger.....	32.5	10.0	42.5	32.5	10.0	42.5	—
Relief Operative.....	21.7	8.3	30.0	26.7	10.0	36.7	4
<i>Phosphate Division.</i>							
Tank Furnaceman.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Milling Plant Attendant.....	33.8	10.0	43.8	40.0	10.0	50.0	5
Crane Driver/Operator.....	32.9	10.0	42.9	36.7	10.0	46.7	3
Relief operative.....	21.7	8.3	30.0	26.7	10.0	36.7	4

Beroep.	Minimum basiese loon per uur.	*Addisionele loon per uur.	Gekonsolideerde minimum loon per uur.	Maksimum basiese loon per uur.	*Addisionele loon per uur.	Gekonsolideerde maksimum loon per uur.	Getal loon-verhogings.
<i>Ferrolegeringsafdeling.</i>	c	c	c	c	c	c	c
Senior operateur.....	46.3	10.0	56.3	50.0	10.0	60.0	3
Tenksmeltoondman.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Eerste hulp by raffineersmeltoond.....	37.9	10.0	47.9	45.0	10.0	55.0	5
Tweede hulp by raffineersmeltoond.....	35.4	10.0	45.4	36.7	10.0	46.7	1
Laaiskopman.....	32.9	10.0	42.9	35.4	10.0	45.4	2
Elektrodepastamaker.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Versendingsverpakker.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Glocioondman.....	37.9	10.0	47.9	44.2	10.0	54.2	5
Merrick-skaalman.....	37.9	10.0	47.9	44.2	10.0	54.2	5
Ladingsbeheeroperateur.....	32.9	10.0	42.9	36.7	10.0	46.7	3
Grondstofoppasser.....	31.3	10.0	41.3	33.8	10.0	43.8	2
Algemene operateur.....	27.5	10.0	37.5	30.0	10.0	40.0	2
Smeerder.....	34.2	10.0	44.2	37.9	10.0	47.9	3
Diesellokomotiefbestuurder.....	31.7	10.0	41.7	39.2	10.0	49.2	6
Oppasser van afgewerkte produkte.....	31.3	10.0	41.3	35.0	10.0	45.0	3
Vragmotorbestuurders (meer as 5 ton)...	32.5	10.0	42.5	35.0	10.0	45.0	2
Hyskraanbestuurders—Produksie.....	36.7	10.0	46.7	37.9	10.0	47.9	1
Hyskraanbestuurders—Werkwinkel.....	32.9	10.0	42.9	36.7	10.0	46.7	3
Freesinstallasiebediener.....	33.8	10.0	43.8	40.0	10.0	50.0	5
Ploegbaas.....	32.5	10.0	42.5	32.5	10.0	42.5	—
Afloswerker.....	21.7	8.3	30.0	26.7	10.0	36.7	4
<i>Fosfaatafdeling.</i>							
Tenksmeltoondman.....	38.8	10.0	48.8	45.0	10.0	55.0	5
Freesinstallasiebediener.....	33.8	10.0	43.8	40.0	10.0	50.0	5
Hyskraanbestuurder/-operateur.....	32.9	10.0	42.9	36.7	10.0	46.7	3
Afloswerker.....	21.7	8.3	30.0	26.7	10.0	36.7	4

LEARNERSHIP INCREMENTS FOR RELIEF OPERATORS.

After first 75 shifts worked: 2.9 cents per hour.
After second 75 shifts worked: 1.3 cents per hour.
After third 75 shifts worked: 1.2 cents per hour.
After fourth 75 shifts worked: 1.3 cents per hour.

Signed at Johannesburg as authorised for and on behalf of the parties on this 7th day of June, 1961.

C. H. CROMPTON, (Chairman).
A. GARNER WILLIAMS, (Representative).
W. R. GLASTONBURY, (Secretary).

LEERLINGSKAPVERHOOGINGS VIR AFLOSWERKERS.

Na eerste 75 skofte gewerk: 2.9 sent per uur.
Na tweede 75 skofte gewerk: 1.3 sent per uur.
Na derde 75 skofte gewerk: 1.2 sent per uur.
Na vierde 75 skofte gewerk: 1.3 sent per uur.

Op hede die 7de dag van Junie 1961 te Johannesburg vir en namens die partye onderteken soos gemagtig.

C. H. CROMPTON, Voorsitter.
A. GARNER WILLIAMS, Verteenwoordiger.
W. R. GLASTONBURY, Sekretaris.

Rates of Postage from South Africa to other Countries by—

Surface Mail.

	Commonwealth Countries and British Possessions.	Other Countries.
Letters.....	3½c for first oz.; 1½c for each additional oz.	5c for first oz.; 3½c for each additional oz.
Postcards.....	2½c each.....	3½c each.
Newspapers.....	1½c per 2 oz.....	1½c per 2 oz.
Printed Papers...	1½c per 2 oz.....	1½c per 2 oz.
Commercial Papers	1½c per 2 oz.; (minimum 5c)....	1½c per 2 oz.; (minimum 5c).
Samples.....	1½c per 2 oz.; (minimum 2½c)....	1½c per 2 oz.; (minimum 2½c).
Reply Coupons..	10c each.....	10c each

Air Mail.

Country of Destination.	Letters per ½ ounce.	Post-cards each.	Aerogrammes each.	Second-class mail, per ½ oz.
AFRICA.—(Excluding countries of the African Postal Union)	10c	5c	5c	4c
EUROPE.—				
(a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta	12½c	7c	5c	5c
(b) All other countries, including the Union of Soviet Socialist Republics and islands in the in the Mediterranean Sea except Cyprus and Malta	15c	7½c	5c	6c
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15c	7½c	5c	6c
NEAR EAST.—				
Bahrein Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharja, Syria, Turkey	12½c	7c	5c	5c
AMERICA.—				
Canada, United States of America, Central and South America	22½c	12c	10c	10c
AUSTRALASIA.—				
Australia, New Zealand.....	25c	12½c	10c	10c
PACIFIC.—				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25c	12½c	10c	10c
EASTERN COUNTRIES.—				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Portuguese India, Thailand, Tibet	17½c	9c	5c	7½c
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaya (Federation of), Manchuria, North Borneo, Philippines, Sarawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(A detailed list, pamphlet PB7, is obtainable free of charge from all post offices.)

Ordinary parcels to South West Africa, Basutoland, Swaziland and Mozambique.

Up to 8 ounces.....	5c.
Above 8 ounces up to 1 lb.....	7c.
For every additional lb. or fraction thereof....	7c.

PARCEL POST RATES FROM SOUTH AFRICA TO OTHER COUNTRIES CAN BE ASCERTAINED AT ALL POST OFFICES.

Postariewe van Suid-Afrika na ander lande per—

See- of Landpos.

	Statebondslende en Britse Besittings.	Ander Lande.
Briewe.....	3½c vir eerste ons; 1½c vir elke bykomende ons	5c vir eerste ons; 3½c vir elke bykomende ons.
Poskaarte.....	2½c elk.....	3½c elk.
Nuusblaai.....	1½c per 2 onse.....	1½c per 2 onse.
Drukwerk.....	1½c per 2 onse.....	1½c per 2 onse.
Handelstukke....	1½c per 2 onse (minimum 5c)....	1½c per 2 onse (minimum 5c).
Monsters.....	1½c per 2 onse (minimum 2½c)....	1½c per 2 onse (minimum 2½c).
Antwoordkoepons	10c elk.....	10c elk.

Lugpos.

Land van Bestemming.	Briewe per ½ ons.	Poskaarte elk.	Lugbriewe elk.	Tweede klasposstukke per ½ ons.
AFRIKA.—(Behalwe lande van die Posunie van Afrika)	10c	5c	5c	4c
EUROPA.—				
(a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta	12½c	7c	5c	5c
(b) Alle ander lande, met inbegrip van die Unie van die Sosialisitiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta	15c	7½c	5c	6c
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15c	7½c	5c	6c
NABYE OOSTE.—				
Bahreineilande, Debai, Iran, Irak, Israel, Jordanië (Hasjimitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½c	7c	5c	5c
AMERIKA.—				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½c	12c	10c	10c
AUSTRALASIE.—				
Australië, Nieu-Seeland.....	25c	12½c	10c	10c
STILLE OSEAAN.—				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25c	12½c	10c	10c
OOSTERSE LANDE.—				
(a) Afganistan, Birma, Ceylon, Indië, Pakistan, Portugees-Indië, Thailand, Tibet	17½c	9c	5c	7½c
(b) Broensi, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleise Federasie, Mantsjoerye, Noord-Borneo, Filippyne, Serawak, Timor	22½c	12c	10c	10c
(c) Japan.....	25c	12½c	10c	10c

(Nadere besonderhede word vervat in die pamflet PB7 wat by alle poskantore verkrygbaar is.)

Gewone pakkette na Suidwes-Afrika, Basoetoland, Swaziland en Mosambiek.

To: 8 onse.....	5c.
Bo 8 onse tot 1 lb.....	7c.
Vir elke bykomende lb. of gedeelte daarvan....	7c.

PAKKETTARIEWE VAN SUID-AFRIKA NA ANDER LANDE KAN BY ALLE POSKANTORE VERNEEM WORD.

Publications

issued by the GOVERNMENT PRINTER deal with various subjects of great interest to Businessmen, Industrialists, Farmers, Attorneys, Teachers and the Public in General

These publications include the following:—

- ★ Official Year Book of South Africa
- ★ Mineral Resources of South Africa
- ★ Die Afrikaanse Woordeboek
- ★ Flowering Plants of Africa
- ★ Archives Year Book for South African History
- ★ Commerce and Industry (Monthly)

Also

- Geological Publications
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