



# Buitengewone Staatskoerant Government Gazette Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. IX.]

PRYS 5c.

PRETORIA, 20 SEPTEMBER  
20 SEPTEMBER 1963.

PRICE 5c.

[No. 611.

## GOEWERMENTSKENNISGEWINGS.

## DEPARTEMENT VAN ARBEID.

No. 1458.] [20 September 1963.

WET OP NYWERHEIDSVERSOENING, 1956.

YSTER-, STAAL-, INGENIEURS- EN METALLURGIËSE NYWERHEID.

## AMCOROOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Mei 1965 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir African Metals Corporation, Limited, en Ferrometals, Limited, wat lede van genoemde organisasie is, en hul werknemers wat lede van genoemde vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 1 (1), 2, 6 (3) (c), 22 en 25 van Deel 1 van die Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Mei 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebied geokkupeer deur African Metals Corporation, Limited, te Kookfontein in die landdrostdistrik Vereeniging en in die gebied geokkupeer deur Ferrometals, Limited, in die landdrostdistrik Witbank; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 1 (1), 2, 6, 22 en 25 van Deel 1 van die Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Mei 1965 eindig, in die gebied geokkupeer deur African Metals Corporation, Limited, te Kookfontein in die Landdrostdistrik Vereeniging en in die gebied geokkupeer deur Ferrometals, Limited, in die landdrostdistrik Witbank *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werkgewers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,  
Minister van Arbeid.

## GOVERNMENT NOTICES.

## DEPARTMENT OF LABOUR.

No. 1458.] [20 September 1963.

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

## AMCOR AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, 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 the 19th May, 1965, upon the employers' organisation and the trade unions which entered into the said Agreement and upon African Metals Corporation, Limited, and Ferrometals Limited, who are members of the said organisation, and their employees who are members of the said unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in sections 1 (1), 2, 6 (3) (c), 22 and 25 of Part 1 of the Agreement, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 19th May, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area occupied by African Metals Corporation, Limited, at Kookfontein in the Magisterial District of Vereeniging and in the area occupied by Ferrometals, Limited, in the Magisterial District of Witbank; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the area occupied by African Metals Corporation, Limited, at Kookfontein in the Magisterial District of Vereeniging and in the area occupied by Ferrometals, Limited, in the Magisterial District of Witbank and from the second Monday after the date of publication of this notice and for the period ending the 19th May, 1965, the provisions of the said Agreement, excluding those contained in sections 1 (1), 2, 6, 22 and 25 of Part 1 of the Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the 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.

A. E. TROLLIP,  
Minister of Labour.

## BYLAE.

NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGISE 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, aan die een kant (hieronder die "werkewer" of die "werkewersorganisasie" genoem), en die

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

S.A. Electrical Workers' Association;

S.A. Yster- en Staalbedryfsvereniging;

aan die ander kant (hieronder die "werkemers" 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 OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die onderneming van African Metals Corporation, Limited, te Kookfontein en in die onderneming van sy filiaal, wat geheel en al sy eiendom is, naamlik Ferrometals, Limited, op Witbank, nagekom word deur die werkewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en deur die werkewers en werkemers wat lede van daardie organisasie of van daardie vakverenigings is.

(2) Ondanks die bepalings van subartikel (1), is die bepalings van hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover en dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie; en

(b) kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(3) By die toepassing van hierdie Ooreenkoms word die weekloon vir vakleerlinge soos voorgeskryf by die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig) en die lewenskostetoeleae betaalbaar ooreenkomsdig Oorlogsmaatreel No. 43 van 1942, soos voortgesit by die Wysigingswet op die Voortsetting van Oorlogsmaatreels (Wet No. 66 van 1962), geag die weekloon te wees en word die uurloon geag die weekloon soos hierbo bereken, gedeel deur die getal gewone ure in die bedryfsinrigting gewerk, die uurloon te wees.

## 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 vastel en bly van krag vir, en val saam met, die geldigheidsduur van die ooreenkomsste van die ander groeppe van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid sodat dit saam daarmee verval.

## 3. WOORDOMSKRYWING.

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

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "Amcor" die onderneming van African Metals Corporation, Limited, te Kookfontein en die onderneming van sy filiaal, wat geheel en al sy eiendom is, naamlik Ferrometals, Limited, te Witbank in die provinsie Transvaal;

"vakleerling" 'n werkemper wat ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word of 'n vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, werkzaam is, en ook 'n minderjarige wat ingevolge die Wet op Vakleerlinge op proef werkzaam is;

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

"werkemper" 'n werkemper wie se besoldiging in die Ooreenkoms voorgeskryf word of 'n werkemper wat in diens geneem is kragtens 'n vrystelling van hierdie Ooreenkoms of op voorwaardes gestel deur die Raad, of 'n vakleerling of 'n kwekeling;

"uurloon" (behoudens andersluidende bepalings in klousule 12 van Deel I van hierdie Ooreenkoms) die uurloon wat vir die betrokke klas werk in hierdie Ooreenkoms voorgeskryf word, waarmee die lewenskostetoeleae wat ingevolge Goewernementskennisgewing No. 849 van 13 Oktober 1961 betaalbaar is, gekonsolideer is, of, as dit groter is, die werklike uurloon van die werkemper;

## SCHEDULE.

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, 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, Shipbuilders' and Welders' Society;

S.A. 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 Industry.

## PART I.

## 1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the undertaking of African Metals Corporation, Limited, at Kookfontein and the undertaking of its wholly owned subsidiary, Ferrometals, Limited, at Witbank, 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.

(2) Notwithstanding the provisions of sub-section (1) the terms of this Agreement 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.

(3) For purposes of this Agreement the weekly wage rate of apprentices prescribed under the Apprenticeship Act (Act No. 37 of 1944, as amended) and 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. 66 of 1962), shall be taken to be the weekly wage, and the "hourly rate" shall be the weekly wage calculated as above divided by the number of ordinary hours worked in the establishment.

## 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 Industry, so as to expire simultaneously therewith.

## 3. DEFINITIONS.

Any expression 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, as amended;

"Amcor" means the undertaking of African Metals Corporation, Limited, at Kookfontein and the undertaking of its wholly owned subsidiary, Ferrometals, Limited, at Witbank, 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, as amended, and includes a minor employed under probation in terms of the Apprenticeship Act;

"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 the 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" means (except as otherwise provided in Section 12 of Part I of this Agreement) the rate per hour for the class of work scheduled in this Agreement into which is consolidated the cost of living allowance payable under Government Notice No. 849 of the 13th October, 1961, or whichever is the greater, the actual rate per hour of the employee;

"gewone uurloon" die uurloon vir gewone tyd;

"Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid" of "Nywerheid", behoudens die bepaling van die Afbakeningsvasselling gepubliseer by Goewernentskennisgewing No. R. 1971 van 30 November 1962, die nywerheid wat te doen het met die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metaal (uitgesonderd edelmetale) en/of legerings van metaalskuim en/-afval en/of -residu's; die onderhoud, vervaardiging, oprigting of montering, konstruksie, verandering, vervanging of herstel van 'n masjien, voertuig (uitgesonderd 'n motorvoertuig) of 'n artikel wat hoofsaaklik uit metaal (uitgesonderd edelmetale) bestaan of deel van samestellende dele daarvan en boumetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik van sodanige yster en/of staal en/of ander metaal (uitgesonderd edelmetale) 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 skraap, afbik- en/of afklopwerk aan die rompe van bote en/of skepe en algemene houtwerk wat onderneem word in verband met skeepsherstelwerk, en ook die Elektrotegniese Ingenieursnywerheid, die Hyser- en Roltrapnywerheid en die Plastieknywerheid, maar nie ook die Motornywerheid nie;

"vakman" 'n werknemer wat 'n vakleerlingkontrak ingevolge die Wet op Vakleerlinge of 'n vakleerlingkontrak wat deur die Raad erken word, voltooi het in enigeen van die klasse werk gespesifieer in Deel IV, klosule 1 (1) van hierdie Ooreenkoms van 'n werknemer wat ouer as 21 jaar en in besit is van 'n sertifikaat wat erken word of uitgereik is deur die Raad en wat hom die bevoegdheid verleen om as 'n vakman in diens geneem te word;

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

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

#### 4. WERKURE

Die gewone werkure vir alle werknemers is hoogstens 46 in 'n bepaalde week.

#### 5. OORTYDWERK EN BETALING VIR WERK OP SONDAE

(1) Alle tyd wat daar op 'n weekdag langer gwerk word as die gewone ure van die skof, word geag oortydwerk te wees en daarvoor moet betaal word teen 1·3 maal die uurloon vir die eerste agt uur gwerk en teen 1·5 maal die uurloon vir alle addisionele ure daarna gwerk tot die gewone begintyd van die werknemer se daaropvolgende skof; met dien verstande dat, in die geval van 'n werknemer wat vyf dae per week werk, daar vir tyd wat op 'n Saterdag gwerk word, betaal moet word teen 1·3 maal die uurloon vir die eerste agt uur gwerk en teen 1·5 maal die uurloon vir alle addisionele ure daarna gwerk tot die gewone begintyd van die Sondagogendskof.

(2) Behoudens die bepaling van subklousule (3) (i) hiervan, moet daar vir alle Sondagwerk betaal word teen 1·4 maal die uurloon vir die eerste agt uur gwerk en teen 1·6 maal die uurloon vir alle addisionele ure daarna gwerk; met dien verstande egter dat waar 'n Sondag 'n "vry dag" is ten opsigte van of 'n werknemer wat gereeld 'n dagskof werk of 'n werknemer wat volgens 'n rooster omruilskof werk en daarvan sodanige werknemer vereis word om op daardie Sondag te werk, hy teen 1·6 maal die uurloon vir alle tyd op daardie Sondag gwerk, betaal moet word.

(3) (i) Waar daar van 'n werknemer vereis word om op 'n Saterdag oortyd te werk en hy aanhou werk tot op die Sondag, moet hy teen 1·3 maal die uurloon betaal word vir die eerste agt uur van sodanige oortyd gwerk en teen 1·5 maal die uurloon vir die getal ure daarna gwerk tot die gewone begintyd van die werknemer se daaropvolgende skof.

(ii) Behoudens die bepaling van klosule 12 (1) (d), mag 'n werknemer hoogstens twintig uur per week oortyd werk. Waar daar langer as twintig uur per week oortyd gwerk word, moet die werkewer die Raad daarvan in kennis stel.

(4) Wanneer daar van 'n werknemer wat volgens 'n rooster werk, vereis word om op sy "vry dag" te werk wanneer sodanige dag, volgens die rooster, 'n weekdag is, moet hy teen 1·3 maal sy uurloon betaal word vir die eerste agt uur gwerk en teen 1·5 maal die uurloon vir alle addisionele ure daarna gwerk tot die gewone begintyd van die werknemer se daaropvolgende skof; met dien verstande egter dat as 'n werknemer agt-en-veertig uur vooraf kennis gegee is dat daar van hom vereis sal word om op sy "vry dag" te werk en hy binne 'n tydpérk van ses dae vanaf sy "vry dag", soos dit op sy rooster voorkom, 'n ander dag vry gegee word ter vervanging daarvan, die grondslag van besoldiging vir die gewone ure van daardie skof die gewone loon moet wees.

"ordinary hourly rate" means the hourly rate for ordinary time;

"Iron, Steel, Engineering and Metallurgical Industry" or "Industries" means (subject to the provisions of the Demarcation Determination published under Government Notice No. R. 1971 of the 30th November, 1962), the industry 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 reinforcement 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 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 specified in Part IV, section 1, class (1) 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;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

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

#### 4. HOURS OF WORK

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

#### 5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

(1) All time worked on any weekday in excess of the usual ordinary hours of the shift shall be regarded as overtime and shall be paid for at 1·3 times the hourly rate for the first eight hours worked and at 1·5 times the hourly rate for any additional hours worked thereafter until the usual starting time of the employee's next shift; provided that in the case of an employee working a five-day week, time worked on Saturday, shall be paid for at 1·3 times the hourly rate for the first eight hours worked and at 1·5 times the hourly rate for any additional hours worked thereafter until the usual starting time of the Sunday morning shift.

(2) Subject to sub-section (3) (i) hereof, all Sunday work shall be paid for at 1·4 times the hourly rate for the first eight hours worked and at 1·6 times the hourly rate for any additional hours worked thereafter; provided, however, that where Sunday is a "free day" 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 1·6 times the hourly rate for all time worked on that Sunday.

(3) (i) Where an employee is required to work overtime on a Saturday and continues on into the Sunday, he shall be paid at 1·3 times the hourly rate for the first eight hours of such overtime worked and at 1·5 times the hourly rate for the number of hours worked thereafter until the usual starting time of the morning shift on Sunday morning. Any additional hours worked thereafter shall be paid for at 1·6 times the hourly rate.

(ii) Subject to the provisions of section 12 (1) (d), the maximum overtime that may be worked by an employee shall not exceed twenty hours per week. Overtime worked in excess of twenty hours per week shall be notified to the Council by the employer.

(4) Whenever an employee working to a roster is required to work on his "free day" when such day according to the roster is a week-day, he shall be paid at 1·3 times his hourly rate for the first eight hours worked and at 1·5 times the hourly rate for any additional hours worked thereafter until the usual starting time of the employee's next shift; provided, however, that if an employee is given forty-eight hours' notice that he is required to work on his "free day" and is offered within a period of six days from his roster "free day" another day off in substitution, the basis of payment for the ordinary hours of that shift shall be at ordinary rates.

(5) (i) Behoudens die bepalings van subparagraaf (iii) hiervan, moet 'n werknemer, wanneer hy van sy huis af teruggeroep word om oortyd te werk binne agt uur nadat hy sy gewone werkure op 'n weekdag voltooi het, betaal word teen 1·3 maal sy uitlooon vir die ure gewerk gedurende die onverstreke gedeelte van hierdie tydperk, en vir alle tyd gewerk na verloop van agt uur vandat hy sy gewone werkure voltooi het tot op die gewone beginnyd van sy daaropvolgende skof, teen 1·5 maal die uurloon vir die ure gewerk gedurende sodanige tydperk; met dien verstande egter dat, waar hy op 'n Sondag teruggeroep word om te werk, hy vir alle ure aldus gewerk, betaal moet word teen 1·6 maal die uurloon.

(ii) Wanneer 'n werknemer van sy huis af teruggeroep word om oortyd te werk na verloop van agt uur of langer nadat hy sy gewone werkure op 'n weekdag voltooi het, moet hy teen 1·5 maal die uurloon betaal word vir die ure gewerk gedurende sodanige tydperk tot die beginnyd van sy daaropvolgende gewone skof; met dien verstande egter dat waar hy op 'n Sondag teruggeroep word om oortyd te werk, hy vir alle ure aldus gewerk, betaal moet word teen 1·6 maal die uurloon.

(iii) Wanneer 'n werknemer van sy huis af teruggeroep word om oortyd te werk en daar nie van hom vereis word om 'n gewone skof te werk nie, moet sodanige werknemer vir die tyd wat hy aldus werk, die oortydbesoldiging betaal word waaroor daar in hierdie klousule voorsiening gemaak word en moet hy 'n minimum betaling van drie maal sy uurloon hiervoor ontvang; altyd met dien verstande dat sodanige werknemer ophou werk voordat hy met sy daaropvolgende skof begin.

(iv) Wanneer 'n werknemer van sy huis af teruggeroep word om oortyd te werk, moet hy betaal word vanaf die tyd waarop hy geroep word.

(6) Wanneer die aard van die werksaamhede van 'n werknemer van hom vereis om, soos vooraf gereel, met sy gewone skof op 'n weekdag te begin voor die gewone beginnyd van die skof waarop hy werksaam is, moet hy teen die gewone loon besoldig word vanaf die vroeë beginnyd totdat hy die gewone ure van sy gewone skof gewerk het, en vir alle tyd wat hy daarna aanhou werk, moet hy betaal word ooreenkomsdig die bepalings van subklousule (1) van hierdie klousule.

(7) Wanneer 'n werknemer hom vir diens aanmeld op sy gewone skof en weens die behoeftes van die werkewer nie daardie skof voltooi nie en daar van hom vereis word om hom vir werk op 'n ander skof aan te meld, moet sodanige ander skof geag word sy gewone skof te wees en moet die werknemer teen 1·3 maal sy gewone uurloon betaal word vir die tydperk wat hy aanvanklik gewerk het en moet hy 'n minimum betaling van drie maal sy gewone uurloon hiervoor ontvang. Wanneer 'n werknemer hom vir werk op sy gewone skof aanmeld en daar weens die behoeftes van die werkewer nie van hom vereis word om op daardie skof te begin werk nie, moet hy 'n minimum betaling van drie maal sy gewone uurloon ontvang.

(8) Waar 'n dagskofwerknemer op sy eie versoek vroeë begin werk as die gewone beginnyd op 'n Saterdag, moet 'n werknemer wat vyf dae per week werk, teen 1·3 maal sy gewone uurloon betaal word vir die eerste agt uur gewerk, gerekken vanaf die vroeë beginnyd, en teen 1·5 maal sy gewone uurloon daarna. Insgelyks moet 'n dagskofwerker wat ses dae per week werk, teen sy gewone uurloon betaal word vir die gewone ure, soos op 'n Saterdag van toepassing, deur hom gewerk, en vir tyd daarna gewerk, moet hy betaal word ooreenkomsdig die bepalings van subklousule (1) of (3) (i), na gelang van die geval, van hierdie klousule; met dien verstande dat, as die werknemer meer as twee uur vroeë as die beginnyd met sy werk begin, daar vir alle werk tot en met twee uur vroeë verrig as die gewone beginnyd, betaal moet word teen 1·5 maal die gewone uurloon van die werknemer. By die toepassing van hierdie subklousule beteken "gewone beginnyd" die gewone beginnyd op 'n gewone werkdag.

**OPMERKING.**—By die toepassing van hierdie klousule word Sondag geag te begin op die gewone beginnyd van die oggendskof van sodanige dag en voort te duur tot dieselfde tyd op die daaropvolgende dag.

#### 6. BETALING VAN VERDIENSTE.

(1) (a) Behoudens andersluidende bepalings, moet 'n bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is weekliks aan hom betaal word en wel nie later nie as Vrydag en op dié tye wat pas by die verskillende skofte, of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind.

(b) By betaling, moet daar aan elke werkewer 'n staat, in duplo, gegee word waarop sy totale verdienste, sy verdienste vir gewone tyd en vir oortydwerk, toelaes en aftrekings gemeld word. Die duplikaatstaat moet deur die werknemer bewaar word.

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

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag hoegenaamd, uitgesonderd die volgende van die bedrae 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 'n vakansie sonder betaling wat ter verlenging van sy vakansie met betaling toegestaan is ooreenkomsdig die bepalings van hierdie Ooreenkoms, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir 'n erkende siektydstands-, versekerings- en pensioenfonds of bydraes tot erkende ontspanningsfondse of, op die skriftelike versoek van die werknemer en met die instemming van die werkewer, bedrae op dié voorwaardes en vir dié doeleindes wat die werknemer in sy versoek voorskryf;

(5) (i) Subject to sub-paragraph (iii) hereof, whenever an employee is called out from his home to work overtime within eight hours after completing his ordinary hours of work on any week-day, he shall be paid at 1·3 times his hourly rate for the hours worked during the unexpired portion of this period, and from eight hours after the completion of his ordinary hours of work up to the usual starting time of his next shift, at 1·5 times the hourly rate for the hours worked during such period; provided, however, that any hours worked on call-out on Sunday shall be paid at 1·6 times the hourly rate.

(ii) Whenever an employee is called out from his home to work overtime eight hours or more after completing his ordinary hours of work on any weekday, he shall be paid at 1·5 times the hourly rate for the hours worked during such period up to the starting time of his next normal shift; provided, however, that any hours worked on call-out on Sunday shall be paid at 1·6 times the hourly rate.

(iii) 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 three times his hourly rate, always provided such employee ceases work before the commencement of his next shift.

(iv) Whenever an employee is called out from his home to work overtime, he shall be paid from the time he is called.

(6) Whenever the nature of the duties of an employee requires him on a pre-arranged basis to commence his normal shift on a week-day prior to the usual starting time of the shift on which he is employed, he shall be remunerated at ordinary rates of pay from the earlier starting time until the ordinary hours of his normal shift have been worked and any time he continues to work thereafter shall be paid as provided for in sub-section (1) of this section.

(7) Whenever an employee reports for duty on his normal shift and due to the needs of the employer does not complete that shift and is required to report for duty on another shift, such other shift shall be considered his normal shift and the employee shall be paid at 1·3 times his ordinary hourly rate for the period initially worked with a minimum payment three times his ordinary hourly rate. Should an employee report for duty on his normal shift and, due to the needs of the employer, not be required to start on that shift, he shall receive a minimum payment of three times his ordinary hourly rate.

(8) In the event of a day shift employee starting work at his own request earlier than the usual starting time on Saturday, an employee working a five-day week shall be paid at 1·3 times his ordinary hourly rate for the first eight hours worked, reckoned from the earlier starting time, and at 1·5 times his ordinary hourly rate thereafter. Similarly, a day shift employee working a six-day week, shall be paid at his ordinary hourly rate for the ordinary hours worked applicable to a Saturday and for time worked thereafter as provided for in sub-section (1) or (3) (i), as the case may be, of this section; provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours earlier than the usual starting time, shall be paid for at 1·5 times the ordinary hourly rate of the employee. For the purposes of this sub-section "usual starting time" means the usual starting time on an ordinary working day.

**NOTE.**—For the purposes of this section, Sunday shall be deemed to commence at the usual starting time of the morning shift of such day and continue until the same time on the following day.

#### 6. PAYMENT OF EARNINGS.

(1) (a) Except as is otherwise provided, any amount due to an employee in terms of this Agreement 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 pay day.

(b) Each employee shall be given a statement, in duplicate, on payment, showing his total earnings, ordinary time and overtime payments, allowances and deductions. The duplicate statement will be retained by the employee.

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

(3) Except as otherwise provided in this Agreement, no deduction 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 terms 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) met die skriftelike toestemming van die werknemer, bedrae ten opsigte van ledegelede van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;
- (d) bydraes tot die fondse van die Raad ingevolge artikel 21 van hierdie Ooreenkoms;
- (e) 'n bedrag wat die werkewer ingevolge 'n regsbepaling, ordonnansie of regsproses ten behoeve van 'n werknemer betaal het;
- (f) waar die werkewer weens 'n klerklike of 'n boekhou- of 'n administratiewe fout of 'n verkeerde berekening 'n werknemer nie besoldiging betaal het wat hoer is as die bedrag wat wettigk betaalbaar is, is die werkewer daarop geregtig om die bedrag aldus te veel betaal, te verhaal deur dit van latere lone of verdienste af te trek op die volgende voorwaardes:—
- (i) Die bedrag kan in een of meer paaimeente van die loon of verdienste afgetrek word, maar geen aftrekking mag meer as 10 persent van die loon of verdienste waarvan dit afgetrek word, bedra nie tensy dit geskied op die versoek en met skriftelike toestemming van die werknemer;
  - (ii) geen bedrag mag van die vakansiebesoldiging of vakansiebonus wat ingevolge hierdie Ooreenkoms of aan die werknemer of aan die Raad betaalbaar is, of van siektelelofbesoldiging afgetrek word nie;
  - (iii) geen bedrag of bedrae mag afgetrek word nie tensy die werkewer die werknemer ten tyde van die eerste aftrekking en die Raad binne sewe dae vanaf die eerste aftrekking verwittig van die omstandighede waaronder die bedrag te veel betaal is en die bedrag meld wat te veel betaal is en wat die bedrag van die voorgestelde aftrekking of aftrekings sal wees.
- (4) Waar werk in 'n bedryfsinrigting of op 'n plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkewer aan elke werknemer sy verdienste betaal.

#### 7. VAKANSIEBESOLDIGING.

(1) Die vakansiebesoldiging waaroor daar in hierdie klousule voorsiening gemaak word, word bereken volgens die uurloon wat die werknemer ten opsigte van sy aangewese beroep ontvang op die datum waarop hy vir sy vakansie met besoldiging kwalifiseer; met dien verstande egter dat waar die werknemer gedurende seer, die tydperk waarin hy vir die vakansie met besoldiging kwalifiseer, die tydperk waarin hy vir die vakansie met besoldiging verbonde waargeneem het in beroep waaraan 'n hoer besoldiging verbond is, sy vakansiebesoldiging bereken word volgens sy gemiddelde uurloon, uitgesonder oortyd- en skoftoelaes, oor die ses-en-twintig weke voordat hy vir die vakansie met besoldiging kwalifiseer, naamlik die bedrag wat die hoogste is.

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

- (a) Die kwalifikasie vir die vakansie met besoldiging is 291 skofte, uitgesonder oortyd, werklik gewerk op 'n werkweekgrondslag van ses dae; met dien verstande dat:
- (i) behoudens die bepalings van subparagraph (ii) hiervan, diens by dieselfde werkewer vir minder as dertig skofte nie vir die vakansie met besoldiging tel nie; met dien verstande dat 'n werknemer wat tydelik buite werk gestel word nadat hy agter skofte gewerk het, vir die doeleindes van die vakansie met besoldiging gekrediteer moet word met die getal skofte wat hy werklik gewerk het;
  - (ii) waar 'n werknemer se diens by die werkewer onderbreek word soos in (i) hiervan bepaal en hy weer by dieselfde werkewer begin werk, hy vir die doeleindes van die vakansie met besoldiging gekrediteer moet word met die totale getal skofte wat hy by sodanige werkewer gewerk het mits hy intussen nie vir 'n ander werkewer gewerk het nie;
  - (iii) tydperke van afwesigheid weens siekte, wat altesaam hoogstens 52 skofte in 'n bepaalde kwalifiserende tydperk vir die vakansie met besoldiging beloop, vir sodanige vakansie met besoldiging moet tel; met dien verstande dat die werkewer daarop geregtig is om van 'n werknemer te vereis om 'n geneeskundige sertifikaat wat vir die werkewer aanneemlik is, voor te lê as bewys van die oorsaak van sy afwesigheid. Werkdae wat val binne 'n tydperk van afwesigheid weens 'n ongeluk wat ontstaan het uit en in die loop van die werknemer se werk, moet vir vakansiedoeleindes tel mits daar erken is dat sodanige ongeluk binne die bepalings van die Ongevallewet val, en die kwalifiserende skofte wat vir die doeleindes van die vakansie met besoldiging tel, is die werkdae binne enige tydperk van ongeskiktheid wat ooreenkomsdig die bepalings van genoemde Wet erken word;
  - (iv) tydperke van afwesigheid op die addisionele week vakansie met besoldiging, of ophopings daarvan, waarvoor daar in klousule 8 van hierdie Deel van die Ooreenkoms voorsiening gemaak word, vir die doeleindes van die vakansie met besoldiging tel vir sover dit die getal skofte betref wat die betrokke werknemer gewoonlik gedurende daardie tydperk sou gewerk het;

- (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 21 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 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, unless at the request, and with the written consent, of the employee;
  - (ii) no such deduction shall be made from any holiday pay or holiday bonus payable under this Agreement either to the employee or to the Council, nor from any sick pay;
  - (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.
- (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 PAY.
- (1) Holiday payments provided for in this section shall be computed at the hourly rate of pay of which the employee is in receipt in respect of his designated occupation at the date of qualification for his paid holiday; provided, however, that where the employee has relieved in higher paid occupations during his qualifying period for the paid holiday, his holiday payments shall be computed at his average hourly earnings, excluding overtime and shift allowances, calculated over the twenty-six weeks prior to his qualifying for the paid holiday, whichever is the higher.
- (2) Each employee shall be entitled under this Agreement to three consecutive weeks' paid holiday subject to the following conditions:—
- (a) The qualification for the paid holiday shall be 291 shifts, exclusive of overtime, actually worked on a six-day working week basis; provided that:
  - (i) subject to subparagraph (ii) hereof employment with the same employer for less than 30 shifts shall not count for the paid holiday; provided that an employee who is laid off after working 18 shifts shall be credited with the number of shifts actually worked for paid holiday purposes;
  - (ii) where an employee's service with the employer is broken in terms of (i) hereof, and he resumes work for the same employer he shall be credited for purposes of the paid holiday with the total number of shifts worked with such employer, provided that he does not work for another employer in the interim;
  - (iii) periods of absence on account of sickness aggregating not more than 52 shifts in any one qualifying period for the paid holiday, shall count for the paid holiday, 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 purposes of the paid holiday 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 paid holiday 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) 'n werknemer wat sonder 'n rede wat vir die werkewer aanneemlik is, van sy werk af wegby, ten opsigte van elke skof of werkdag wat hy gedurende sodanige afwesigheid verloor, vyf skofte verbeur wat hy as kwalifikasie vir sy vakansie met besoldiging gwerk het, maar dat die maksimum straf in 'n bepaalde kwalifiserende tydperk vir die verlof met besoldiging, 30 skofte is; met dien verstande dat die werkewer binne veertien dae vanaf sodanige afwesigheid skriftelik kennis daarvan aan die werknemer en die Raad moet gee;
  - (vi) die werkdae binne 'n tydperk van militêre opleiding soos in hierdie Ooreenkoms omskryf, vir vakansiedoeleindes tel;
  - (vii) die werkdae binne 'n tydperk van verlof sonder betaling, wat die werkewer aan die werknemer verleen om sake van die Raad te behartig, vir vakansiedoeleindes tel;
  - (viii) 'n tydperk van afwesigheid waarvoor die werkewer spesiale verlof met besoldiging aan 'n werknemer verleen, vir vakansiedoeleindes tel.
- (b) Behoudens die bepalings van subklousule (4) hiervan, moet die vakansie met besoldiging oor 'n ononderbroke tydperk strek en vier naweke insluit, behalwe in daardie gevalle waar die wisselskofwerker se vry dag nie op die Sondag onmiddellik voordat sy vakansie met besoldiging begin, val nie. Waar die Sondag onmiddellik voor die begin van 'n werknemer se vakansie met besoldiging, 'n gewone werkdag volgens die rooster is, mag die werknemer egter verlof sonder betaling vir sodanige Sondag vra.
- (c) Indien Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag binne die tydperk van die vakansie val, moet die vakansietydperk ten opsigte van elke sodanige dag verleng word met een dag met volle besoldiging.
- (d) 'n Werknemer moet minstens vier weke voordat hy sy vakansie met besoldiging neem, aansoek daarom doen.
- (e) Die werkewer moet die vakansie so verleen dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het.
- (f) Tensy die Raad vrystelling verleen het, is 'n werknemer daarop geregtig en moet hy sy vakansie met besoldiging neem binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het.
- (g) 'n Werknemer mag nie lonende werk gedurende die tydperk van sy vakansie met besoldiging verrig nie.

(3) Wanneer 'n werknemer op die punt staan om sy vakansie met besoldiging te neem, moet die gelde wat vir die doeleindest daarvan aan hom betaalbaar is, deur die werkewer in kontant aan hom betaal word sodra hy ophou werk om sy vakansie te neem.

(4) (i) By elke geleentheid wanneer 'n werknemer, uitgesonderd in 'n vakleerling, kragtens subartikel (2) hiervan kwalifiseer vir drie weke vakansie met besoldiging, mag hy een week van sodanige vakansie met besoldiging laat oploop; met dien verstande dat die vakansie met besoldiging wat aldus opgeloop het en waarmee hy gekrediteer is, nooit meer as twee weke mag wees nie.

(ii) Die opgehoorte vakansie met besoldiging mag nie saam met 'n gewone vakansie met besoldiging geneem word nie behalwe met die uitdruklike toestemming van die werkewer.

(iii) Aansoek om sodanige opgehoorte vakansie met besoldiging of 'n gedeelte daarvan moet betyds ingedien word, en die toestaan van sodanige aansoek geskied uitsluitlik na goedvinde van die werkewer en hang daarvan af of geskikte reëlings getref kan word vir die verrigting van die applikant se werkzaamhede gedurende sy afwesigheid; met dien verstande dat sodanige opgehoorte verlof met besoldiging nie verbeur mag word nie.

(iv) Opgehoorte vakansie met besoldiging mag nie vir 'n gedeelte van 'n werkdag verleen word nie.

(v) Betaling vir die opgehoorte vakansie met besoldiging geskied op dié grondslag dat een week se opgehoorte vakansie met besoldiging gelyk is aan 46 gewone ure of, as 'n kleiner getal gewone ure gewoonlik per week gwerk word, op grondslag van daardie kleiner getal ure. Betaling vir tydperke van opgehoorte vakansie met besoldiging vir minder as een week geskied volgens die getal gewone ure wat gewoonlik op die dag van dae waarop die verlof verleen word, gwerk word. 'n Werknemer mag egter nooit meer as die ekwivalent van die gewone ure vir een week ten opsigte van een week se opgehoorte vakansie met besoldiging ontvang nie, afgesien daarvan of sodanige vakansie met besoldiging vir een ononderbroke tydperk of vir tydperke van minder as een week geneem word.

(vi) Betaling vir opgehoorte vakansie met besoldiging moet geskied volgens die besoldiging wat die werknemer op die datum waarop hy vir sodanige vakansie met besoldiging kwalifiseer, ontvang het.

(vii) Tydperke van afwesigheid as gevolg van opgehoorte vakansie met besoldiging wat ooreenkoms hierdie bepalings toegestaan word, tel nie as kwalifiserende tydperke vir die vakansie met besoldiging waarvoor daar in subklousule (2) hiervan voorseening gemaak word nie.

(viii) Geen vakansiesbonus wat ingevolge klausule 9 van Deel I van hierdie Ooreenkoms betaalbaar is, mag opgehoop en saam met die opgehoorte vakansie met betaling oorgedra word nie maar moet aan die werknemer betaal word wanneer hy kwalifiseer vir, en op die gewone vakansie met besoldiging gaan vir die jaar waarin hy daarvoor gekwalifiseer het.

(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 paid holiday qualification, with a maximum penalty of 30 shifts in any one qualifying period for the paid holiday; provided that notification of such absence is given by the employer in writing to the employee and 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 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) Subject to the provisions of sub-section (4) hereof, the paid holiday shall be for one unbroken period and includes four week-ends except in those cases where the rotation shift worker's free day does not fall on the Sunday immediately prior to proceeding on the paid holiday. The employee may, however, request leave without pay for the Sunday, which is a normal rostered working day, immediately prior to proceeding on the paid holiday.

(c) Should either Good Friday, Ascension Day, the 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 the holiday shall be made by an employee at least four weeks before proceeding on the paid holiday.

(e) The holiday shall be granted by the employer so as to commence within a period of four months after due date.

(f) An employee shall be entitled to, and shall take his paid holiday within a period of four months after due date, unless exemption be granted by the Council.

(g) No employee shall engage in any employment for gain during the period of his paid holiday.

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

(4) (i) On each occasion that an employee, other than an apprentice, qualifies for three weeks' paid holiday in terms of sub-section (2) hereof, he may accumulate one week of such paid holiday, provided that the amount of such accumulated paid holiday standing to his credit shall at no time exceed two weeks.

(ii) The accumulated paid holiday shall not be taken in conjunction with any normal paid holiday except with the express agreement of the employer.

(iii) Applications for such accumulated paid holiday or portions thereof shall be submitted in good time, and the granting of such applications shall be at the complete discretion of the employer, depending on whether suitable arrangements can be made for the performance of the applicant's duties during his absence, provided that such accumulated paid holiday shall not become forfeit.

(iv) Accumulated paid holiday shall not be granted for a portion of any working day.

(v) Payment of the accumulated paid holiday shall be made on the basis that one week's accumulated paid holiday is equivalent to 46 ordinary hours, or if a lesser number of ordinary hours are normally worked per week, on the basis of those lesser number of hours. Payment for periods of accumulated paid holiday of less than one week shall be made according to the number of ordinary hours normally worked on the day or days on which leave is granted. In no event, however, shall an employee receive more than the equivalent of the normal ordinary hours for one week for any one week's accumulated paid holiday no matter whether such paid holiday be taken in one unbroken period or in periods of less than one week.

(vi) The rate of pay at which accumulated paid holiday shall be paid shall be that of which the employee was in receipt at date of qualification for such paid holiday.

(vii) Periods of absence on accumulated paid holiday granted in terms hereof shall not count as qualifying shifts for the paid holiday provided for in sub-section (2) hereof.

(viii) Any holiday bonus payable in terms of section 9 of Part I of this Agreement, shall not be accumulated and carried forward with any accumulated paid holiday, but shall be paid to the employee when he qualifies for and proceeds on the normal paid holiday for the year of qualification.

(5) Wanneer die diens van 'n werknemer beëindig word voordat hy kragtens subklousule (2) van hierdie klousule geregtig geword het op 'n vakansie met besoldiging, moet hy gekrediteer word met die proporsionele getal skofte wat hy gewerk het. Die werkgever moet, wanneer die werknemer sy diens verlaat, sodanige werknemer voorsien van 'n bewysstuk wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en waarin die getal skofte gemeld word wat vir vakansiedeleindes tel, en sodanige werkgever moet die geldekwivalent van die vakansie waarop die werknemer aldus geregtig is, bereken volgens die bepalings van subklousule (1) van hierdie klousule, min aftrekings ingevolge die Inkomstebelastingwet, onmiddellik aan die Sekretaris van die Streekaar stuur.

(6) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongesik raak om sy beroep voort te sit, is die bedrag wat ten opsigte van vakansiebesoldiging verskuldig is, aan sy boedel of aan homself, na gelang van die geval, betaalbaar.

(7) (a) Na verloop van minstens 49 weke gereken vanaf die aanvangsdatum van die dienstydperk wat deur die bewysstuk gedek word, is 'n werknemer wat ooreenkomsdig subklousule (5) van hierdie klousule van 'n bewysstuk voorsien is en wat nie meer in die Nywerheid werkzaam is nie, behoudens die bepalings van paraagraaf (b) van hierdie subklousule geregtig om, by aanbieding van die bewysstuk by die Raad in die streek van herkoms, betaling daarop te ontvang van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) 'n Bewysstuk wat ingevoegde subklousule (5) van hierdie klousule aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar vanaf die datum waarop sodanige werknemer sy laaste skof gewerk het; en die bedrae waarmee 'n werknemer in die boeke van die Raad gekrediteer is, val by verstryking van sodanige tydperk die fondse van die Raad toe; met dien verstande egter dat die Raad 'n eis wat sodanige werknemer na verstryking van genoemde tydperk mag indien, moet oorweeg en na sy goedvindie 'n *ex gratia* betaling uit die fondse van die Raad aan die werknemer soos hierin bedoel, mag doen.

(8) Behoudens andersluidende bepalings hierin vervat, word diens vir die toepassing van hierdie klousule geag te begin vanaf die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op vakansie met besoldiging geregtig geword het, naamlik die jongste datum.

(9) Die Raad mag wedersydse reellings met 'n ander nywerheid tref vir die uitrulling van vakansiebetaalorders ten gunste van die werknemers wat die Nywerheid verlaat.

#### 8. ADDISIONELE VAKANSIEBESOLDIGING.

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

- (i) die vakansie met besoldiging, soos bedoel in subklousule 7 (2) van Deel I van hierdie Ooreenkoms, met 'n ekstra week verleng mag word; of
- (ii) die ekstra week vakansie met besoldiging vanaf die jaar waarin die werknemer daarvoor kwalifiseer, uitgestel mag word en deur die werknemer opgehoop mag word tot 'n maksimum van drie sodanige ekstra weke vakansie met besoldiging.

(2) Wanneer die werkgever en die werknemer tot die ooreenkoms geraak soos in subklousule (1) (ii) bepaal en die werknemer gekwalifiseer het vir een, twee of drie sodanige ekstra weke vakansie met besoldiging (hieronder die "opgehopte langdiensvakansie met besoldiging" genoem), moet die werkgever die opgehopte langdiensvakansie met besoldiging toestaan en moet die werknemer dit neem wanneer die vakansie met besoldiging waarvoor daar in subklousule 7 (2) van hierdie deel van die Ooreenkoms voorsiening gemaak word, aan hom gegee word en hy dit neem, tensy soos wel mag gebeur, die werkgever en die werknemer daarmee instem dat die opgehopte langdiensvakansie met besoldiging op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgehopte langdiensvakansie met besoldiging te neem gedurende die tydperk voor hy vir sy daaropvolgende vakansie met besoldiging kwalifiseer, en as die werknemer versuim om die opgehopte langdiensvakansie met besoldiging te neem binne sodanige tydperk, verval sy reg daarop.

(3) Waar 'n werknemer wat vir sy tiende vakansie met besoldiging kragtens subklousule (1) kwalifiseer, vir slegs 'n gedeelte vir die kwalifiserende tydperk vir die eerste vakansie met besoldiging in die diens van die ekstra week vakansie met besoldiging, of op die ekwivalente waarde daarvan, geregtig wat in verhouding staan tot die vakansiekwalifikasietydperk wat hy ten opsigte van die eerste vakansie met besoldiging by daardie werkgever voltooi het. By kwalifisering vir 'n daaropvolgende vakansie met besoldiging, is die bepalings van subklousule (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) By die beëindiging van die diens van 'n werknemer wat geregtig geword het op die ekwivalente waarde van die addisionele vakansie met besoldiging waarvoor daar in hierdie klousule voorseening gemaak word maar wat nie ontvang het nie, moet hy, wanneer sy dienste aldus beëindig word, vir die ekstra vakansie met besoldiging betaal word waarvoor hy gekwalifiseer het maar wat hy nog nie ontvang het nie.

(5) 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 worked. The employer shall furnish the employee at the time he leaves his service with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes, and immediately forward to the Secretary of the Regional Council the money equivalent of the holiday to which the employee is so entitled, computed as provided for in sub-section (1) of this section, less any deduction compelled by law for Income Tax.

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

(7) (a) After not less than 49 weeks have elapsed reckoned from the date on which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of sub-section (5) of this section and is no longer employed in the industry shall be entitled, subject to paragraph (b) of this sub-section, 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.

(b) Any voucher issued to an employee in terms of sub-section (5) of this section shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period and may in its discretion make *ex gratia* payment from the funds of the Council to such employees as are referred to herein.

(8) Except as otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service or, whichever is the later, the date on which he last became entitled to a paid holiday.

(9) The Council may make reciprocal arrangements with any other industry for the interchange of holiday pay vouchers to the benefit of the employees leaving the industry.

#### 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 tenth or subsequent consecutive paid holiday deriving from continuous employment with the same employer as provided for in terms of section 7 (2) of Part I 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 holiday at the employer's convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in section 7 (2) of Part I of this Agreement may be extended by an extra week; or
- (ii) the extra week's paid holiday may be deferred from the year of qualification and accumulated by the employee up to a maximum of three such extra weeks' paid holiday.

(2) Whenever the employer and employee come to the arrangement provided for in sub-section (1) (ii) and the employee has qualified for one, two or three such extra weeks' paid holiday (hereinafter referred to as "the long service accumulated paid holiday") the employer shall grant and the employee shall take the long service accumulated paid holiday 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 long service accumulated paid holiday being taken at a different time; provided that the employer shall in any case enable the employee to take the long service accumulated paid holiday in the period before he next qualifies for a paid holiday, and if the employee fails to take the long service accumulated paid holiday within such period his title thereto shall cease.

(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 paid holiday 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 holiday provided for in this section, he shall be paid upon his employment so terminating for such extra paid holiday as he has qualified for and not received.

## 9. VAKANSIEBONUS.

Vir die toepassing van hierdie klousule, beteken "vakansiekwalifikasie" die kwalifikasie vir die vakansie met besoldiging, soos voorgeskryf in klousule 7 van hierdie deel van die Ooreenkoms:—

(1) Wanneer 'n werknemer kwalificeer en op vakansie met betaling gaan; moet hy 'n vakansiebonus van minstens R65 ontvang.

(2) Wanneer die diens van 'n werknemer beëindig word voordat hy geregtig geword het op 'n vakansie met besoldiging, moet sodanige werknemer gekrediteer word met 'n deel van die bonus wat eweredig is aan die getal skofte waarmee hy vir vakansiedoeleindes gekrediteer is. Die werkewer moet die bedrag daarvan inskryf op die bewys wat aan die werknemer oorhandig moet word en wat die getal skofte meld wat vir vakansiedoeleindes tel, en die werkewer moet die geldekwivalent van die bonus onmiddellik aan die Sekretaris van die Streekraad stuur tesse met die geldekwivalent van die vakansie met besoldiging waarop die werknemer geregtig is.

(3) Wanneer die geldekwivalent van die vakansiebonus ooreenkomsdig die bepalings van subklousule (2) aan die Raad gestuur word, is die bepalings van subklousule (6) en (7) van klousule 7 en klousule 10 van hierdie deel van die Ooreenkoms, wat op die geldekwivalent van die vakansie met betaling waarop die werknemer geregtig is, betrekking het, *mutatis mutandis* van toepassing.

(4) Hierdie klousule is nie van toepassing nie op vakleringe en werknemers wat werkzaam is in beroepe wat onder klasse 2, 3, 4 en 5 van klousule 1 van Deel IV van hierdie Ooreenkoms ingedeel is, en hulle is nie daarop geregtig om hierdie vakansiebonus te ontvang of daarvoor te kwalificeer nie.

(5) Geen werknemer word vir tydperke diens wat ingevolge klousule 7 (2) (a) (i) van hierdie Deel van die Ooreenkoms nie vir vakansie met besoldiging tel nie, gekrediteer nie.

## 10. BETALING GEDURENDE WERKLOOSHEID.

(1) Wanneer 'n werknemer werkloos is en die tydperk van werkloosheid tussen die een werk en 'n ander langer as ses dae is, is sodanige werknemer by aanbieding van sy bewys of bewyse aan die Raad gedurende elke week waarin hy werkloos is, geregtig op betaling, uit die bedrag waarmee hy gekrediteer is, van dié bedrag wat die Raad van tyd tot tyd mag bepaal, of van die volle bedrag waarmee hy gekrediteer is, naamlik die bedrag wat die kleinste is; met dien verstande dat, tensy die bedrag waarmee hy gekrediteer is, kleiner is, die bedrag waarop 'n werknemer kragtens hierdie klousule geregtig is, nie minder mag wees nie as die helfte van die gewone weekloon wat hy ontvang het toe hy werkloos geword het. Indien dié werknemer weer werk kry voordat die bedrag waarmee hy gekrediteer is, uitgeput is, bly die onbetaalde bedrag in sy krediet staan in die boeke van die Raad en is dit vir hom beskikbaar of wanneer hy weer vir die vakansie met betaling kwalificeer of wanneer hy vir 'n langer tydperk as ses dae werkloos word.

(2) 'n Werknemer wat betaling kragtens subklousule (1) eis en dit ontvang, begin sodra hy weer werk in die Nywerheid verkry, om vir die vakansie met besoldiging te kwalificeer vanaf die datum van sodanige indienstreding; met dien verstande dat, indien daar ooreenkomsdig die bepalings van subklousule (1) 'n onopgeëiste saldo in sy krediet bly staan, hy gekrediteer moet word met die vakansie-ekwivalent van sodanige saldo.

## 11. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van subklousule (5) hiervan, is Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag vakansiedae met besoldiging.

(2) Behoudens die bepalings van subklousule (5) hiervan, moet 'n werknemer wat nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, sy gewone uurloon betaal word vir die gewone werkure vir daardie dag van die week; met dien verstande dat, wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op so 'n dag werk nie, betaal moet word teen sy gewone uurloon vir die getal ure waarvoor hy betaal sou gewees het as die vakansiedag binne die tydperk van Maandag tot en met Vrydag gevall het.

(3) Die bepalings van subklousule (2) is nie van toepassing nie op 'n werknemer wat op vakansie met betaling is soos in hierdie deel van die Ooreenkoms bepaal.

(4) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy teen sy gewone uurloon betaal word vir die getal ure wat ooreenkomsdig subklousule (2) hiervan betaalbaar is aan 'n werknemer wat nie op so 'n dag werk nie, en daarbenewens moet daar aan hom 1·3 maal die uurloon betaal word vir die tyd tot en met genoemde getal ure gewerk; daarna moet hy teen 2·5 maal die uurloon betaal word tot op die gewone begintyd die daaropvolgende dag.

(5) 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 eerste gewone skof wat op sodanige vakansiedag volg, geag die openbare vakansiedag met besoldiging te wees, en betaling vir sodanige dag moet geskied ooreenkomsdig die bepalings van subklousule (2) of (4) van hierdie klousule, na gelang van die geval.

**OPMERKING.—**By 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 dag en voort te duur tot dieselfde tyd op die daaropvolgende dag.

## 9. HOLIDAY BONUS.

For the purposes of this section "holiday qualification" shall be the qualification for the paid holiday prescribed in section 7 of this Part of the Agreement:—

(1) Whenever an employee qualifies for and proceeds on paid holiday he shall receive a holiday 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 Regional Council together with the money equivalent of the paid holiday entitlement.

(3) Whenever the money equivalent of the holiday bonus is remitted to the Council in terms of sub-section (2), the provisions of sub-sections (6) and (7) of section 7 and of section 10 of this Part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(4) This section shall not apply to apprentices and employees employed in the occupations scheduled under classes (2), (3), (4) and (5) of section 1 of Part IV of this Agreement and they shall not be entitled to qualify for or receive this holiday bonus.

(5) No bonus shall be credited for periods of employment which in terms of section 7 (2) (a) (i) of this Part of the Agreement do not count towards the paid holiday.

## 10. PAYMENT DURING UNEMPLOYMENT.

(1) Whenever an employee is unemployed and the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers to the Council shall be entitled during each week of unemployment to payment from the amount standing to his credit of such sum as may be determined by the Council from time to time or, whichever is the lesser, the amount standing to his credit; provided that unless the amount standing to his credit is a lesser amount, the sum an employee shall be entitled to receive under this section shall not be less than half of the ordinary weekly remuneration he was receiving when unemployment started. Should the employee obtain employment before the amount standing to his credit is exhausted, the unpaid amount shall remain to his credit in the books of the Council and shall be available to him either when he next qualifies for the paid holiday or becomes unemployed for a longer period than six days.

(2) An employee claiming and receiving payment in terms of sub-section (1) shall on obtaining further employment in the industry, commence to qualify for the paid holiday as from the date of such employment; provided that if there is any unclaimed balance standing to his credit in terms of sub-section (1), the paid holiday equivalent of such balance shall be credited to him.

## 11. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) Subject to sub-section (5) hereof, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays.

(2) Subject to the provisions of sub-section (5) hereof, if an employee does not work on Good Friday, Ascension Day, the 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; provided that whenever the Day of the Covenant, Christmas Day or New Year's Day falls on a Saturday, an employee who does not work on such day shall be paid at his ordinary hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday inclusive.

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

(4) Whenever an employee works on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, he shall be paid at his ordinary rate for the number of hours payable in terms of sub-section (2) hereof to an employee who does not work on such day, and shall be paid in addition at 1·3 times the hourly rate for time worked up to the said number of hours; thereafter, he shall be paid at 2·5 times the hourly rate until the usual starting time next day.

(5) Whenever an employee working to a roster has a roster free day falling on a paid public holiday, his next normal shift following such holiday shall be deemed to be the paid holiday, and payment for such day shall be made in accordance with sub-section (2) or (4) of this section, as the case may be.

**NOTE.—**For the purposes of this section, Good Friday, Ascension Day, the 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 on the following day.

**12. SKOFWERKTOELAES VIR NAMIDDAG- EN NAGSKOFTE.**

(1) Werknemers wat wisselskofwerk verrig moet 'n skofwerktoelae ooreenkomsing die volgende bepalings betaal word:

(a) *Namiddagskof.*—Vir werk wat gewoonlik op die gewone namiddagskof van die betrokke werknemer verrig word, moet daar 'n skofwerktoelae betaal word wat soos volg bereken moet word:

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 wat soos volg bereken moet word:

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

(c) Wanneer 'n werknemer wat wisselskofwerk verrig, 'n dubbel-skof of 'n gedeelte daarvan werk wat of in die gewone namiddag- of in die nagskof val, of wanneer hy die namiddagskof of die nagskof op sy gewone vry dag werk, moet die skofwerktoelae vir sodanige addisionele ure bereken word teen die persentasie wat op die bepaalde skof of op 'n gedeelte daarvan, soos hierbo uiteengesit, van toepassing is.

(d) Wanneer dit nodig bevind word om die gewone wisselskofstelsel te verander in twee skofte van 12 uur elk per werkdag, moet die betaling van 'n skofwerktoelae gedurende sodanige tydperk soos volg geskied:

Gedurende die eerste twaalfuurskof op 'n dag, moet daar vir die laaste vier uur van sodanige skof 'n skofwerktoelae betaal word wat bereken word soos voorgeskryf in subklousule (1) (a).

Gedurende die tweede twaalfuurskof op 'n dag moet daar vir die eerste vier uur van sodanige skof 'n skofwerktoelae betaal word wat bereken word soos voorgeskryf in subklousule (1) (a) en moet daar vir die laaste 8 uur van sodanige skof 'n skofwerktoelae betaal word wat bereken word soos voorgeskryf in subklousule (1) (b).

(2) Geen skofwerktoelae word aan 'n werknemer betaal nie solank hy om enige rede, van watter aard ook al, van sy werk afwesig is.

(3) In Skofwerktoelae is aan werknemers betaalbaar alleenlik wanneer hulle hul weeklikse wisselskofwerk op of die namiddag- of die nagskof verrig.

**13. REIS- EN VERBLYFTOELAE.**

(1) Wanneer werk elders as in die werkgever se bedryfsinrichting of by die werknemer se gewone werkplek verrig moet word en sodanige werk meebring dat daar gereis moet word moet die werknemer wat gestuur moet word om sodanige werk te verrig, voorseen word van 'n spoorwegreiskaartjie, klas 2 (uitgesonderd vir reise oor voorstedelike lyne, waar daar in die eersteklas gereis moet word) of van geskikte vervoer na en van die werk; met dien verstande dat 'n spoorwegreiskaartjie, klas 3, verskaf mag word in die geval van werknemers vir wie diensvoorraades in Deel II van hierdie Ooreenkoms voorgeskryf word.

(2) Wanneer daar van 'n werknemer vereis word om ingevolge subklousule (1) hiervan te reis, moet hy teen die gewone loon betaal word vir reistyd gedurende die gewone werkure en teen die helfte van die gewone loon vir reistyd buite die gewone werkure, maar die betaling mag onder geen omstandighede meer beloop nie as 12 uur se gewone besoldiging per kringloop van 24 uur of 'n gedeelte daarvan, gereken vanaf die tyd waarop die reis begin; met dien verstande dat 'n werknemer wat aan die werk was op die dag waarop die reis begin, daarop geregfig is om slegs vir hoogstens 12 uur volle betaling te ontvang, wat die loon moet insluit wat hy ten opsigte van sodanige dag verdien het; en vir die doelendes van verdere betaling ingevolge hierdie subklousule, word elke kringloop van 24 uur bereken vanaf die tyd waarop die werknemer op sy gewone skof begin werk het.

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

(4) Wanneer die werkgever van 'n werknemer vereis dat hy, vanweë die feit dat hy op 'n ander plek as sy gewone werkplek moet werk, op 'n ander plek moet woon as sy gewone woonplek, moet losies en inwoning by die werk aan hom verskaf word of moet hy daarvoor betaal word.

(5) By die toepassing van hierdie klousule, word Saterdag en Sondag geag gewone werkdae te wees.

**14. DIENSBEEINDIGING.**

(1) Die werkgever of die werknemer moet minstens een volle werkdag vooraf kennis gee van die beëindiging van 'n dienskontrak; met dien verstande dat die volgende nie hierdeur geraak word nie:

(a) Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

(b) 'n ooreenkoms tussen die werkgever en die werknemer waarin voorsiening gemaak word vir 'n langer tydperk van kennisgewing as een volle werkdag; en voorts met dien verstande dat die werkgever die werknemer loon vir en in plaas van die voorgeskrewe of die ooreengekome kennisgewingtydperk mag betaal.

**12. SHIFT WORK ALLOWANCES FOR AFTERNOON AND NIGHT SHIFTS.**

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

(a) *Afternoon Shift.*—For the work ordinarily performed on the usual afternoon shift of the employee concerned, payment of a shift work allowance shall be made calculated as follows:

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 calculated as follows:

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

(c) When an employee on 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 shall be calculated at the percentage rate applicable to the particular shift or portion thereof as outlined above.

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

During the first twelve-hour shift on any day, payment of a shift work allowance shall be made for the last 4 hours of such shift calculated in the same manner as prescribed in sub-section (1) (a).

During the second twelve-hour shift on any day payment of a shift work allowance shall be made for the first 4 hours of such shift calculated as prescribed in sub-section (1) (a), and payment of a shift work allowance for the last 8 hours of such shift calculated as prescribed in 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 employees when working weekly rotation shift work on either the afternoon or night shift.

**13. TRAVELLING AND SUBSISTENCE ALLOWANCE.**

(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 where the accommodation shall be first class, or suitable transport to and from the job; provided that third class rail accommodation may be provided in the case of employees for whom conditions of employment are set out in Part II of this Agreement.

(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 ordinary pay per cycle of twenty-four hours or part thereof reckoned from the time the journey commences; provided that an employee who has been working on the day on which the journey commences shall be entitled to receive only up to a maximum of twelve hours full pay which shall include the wages earned by him in respect of such day, and for purposes of any further payment in terms of this sub-section each cycle of twenty-four hours shall be reckoned from the time at which the employee started work on his normal shift.

(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 the 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, Saturday and Sunday shall be treated as ordinary working days.

**14. 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 effect—

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

(2) Wanneer die kontrak beëindig kan word deur een volle werkdag vooraf kennis te gee en die werkneemster versuim om aldus kennis te gee of om vir die termyn van sodanige kennisgewing te werk, mag die werkgever die loon vir die ure van 'n gewone skof in die bedryfsinrigting aftrek.

(3) By die toepassing van hierdie klousule word Saterdag nie 'n volle werkdag te wees nie; waar daar kennis gegee word dat 'n dienskontrak by die sluitingstyd op 'n Saterdag beëindig sal word, moet daar voor 12-uur middag op Vrydag kennis gegee word.

#### 15. KORTTYD.

(1) Die werkgever mag sy werkneemsters vir 'n korter getal ure as die gewone werkure van sy bedryfsinrigting laat werk weens—

- (a) 'n tekort aan werk en/of materiaal, en in so 'n geval moet die werkgever sy werkneemsters twee voile werkdae vooraf kennis gee van sy voornemens om korte tyd te laat werk en moet hy, sover doenlik, die beskikbare werk verdeel onder die werkneemsters wat daardeur geraak word. Wanneer die werkgever uitdruklik van die werkneemster vereis dat hy hom op 'n bepaalde dag by die bedryfsinrigting moet aameld met die doel om vas te stel of daar werk beskikbaar sal wees, moet sodanige werkneemster minstens vier uur se werk gegee of vier uur se loon in plaas daarvan ten opsigte van sodanige dag aan hom betaal word. As daar nie van die werkneemster vereis word om hom by die bedryfsinrigting aan te meld nie, moet die werkgever die werkneemster op die werkdag onmiddellik voor die dag waarop daar nie van hom vereis word om te werk nie, daarvan verwittig; of
- (b) onvoorsien gebeurtenisse en/of omstandighede buite die beheer van die werkgever. Ingeval voornoemde omstandighede ontstaan, word daar nie van die werkgever vereis om lone aan sy werkneemsters te betaal nie behalwe vir die tydperke werklik gewerk; met dien verstande dat waar die werkgever van mening is dat die werk hervat sal kan word en sy werkneemsters uitdruklik opdrag gee om hulle vir werk op 'n bepaalde dag aan te meld, daar minstens vier uur se werk of betaling in plaas daarvan ten opsigte van sodanige dag aan hulle gegee moet word.

(2) Kort skofte wat gewerk word terwyl daar korte tyd gewerk word, tel as skofte werklik gewerk vir die kwalifisering vir vakansie met besoldiging soos in klousule 7 van hierdie Deel van die Ooreenkoms bedoel; met dien verstande dat minstens 'n halwe skof elke dag gewerk word.

#### 16. SLUITING VAN BEDRYFSINRIGTING OP 'N GEWONE WERKDAG.

(1) Ondanks die bepalings van hierdie Ooreenkoms, mag 'n afdeling of afdelings van die bedryfsinrigting gedurende enige werktydperk soos vir die bedryfsinrigting gespesifieer ooreenkomstig die bepalings van klousule 4 van hierdie Deel van die Ooreenkoms, gesluit word by wedersydse ooreenkoms tussen die werkgever en minstens 75 persent van die werkneemsters wat deur so 'n sluiting geraak word.

(2) Wanneer daar as gevolg van die sluiting van 'n afdeling of afdelings van die bedryfsinrigting by wyse van 'n wedersydse ooreenkoms soos in subklousule (1) bepaal, nie van 'n werkneemster vereis word om te werk nie, mag 'n bedrag wat eweredig is aan die ure wat daar nie gewerk is nie, afgetrek word van die bedrae wat ingevolge hierdie Ooreenkoms betaalbaar is, en skofte wat aldus verloor word, tel nie as kwalifisering vir die vakansie met betaling soos in klousule 7 van hierdie Deel van die Ooreenkoms bedoel nie.

(3) Weens die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, is die bepalings van hierdie klousule nie op vakleerlinge van toepassing nie.

#### 17. BUIEWERK.

Geen werkneemster mag, terwyl hy in die diens van die werkgever is, enige klas werk wat deur hierdie Ooreenkoms gedek word, vir verkoop en/of vir wins vir sy eie rekening of ten behoeve van 'n ander persoon of firma onderneem of bestellings daarvoor vra of neem nie.

#### 18. UITREIKING VAN SERTIFIKAATE.

Na verloop van een maand vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, mag die werkgever geen ander persoon as 'n werkneemster wat sy vakleerlingskap ingevolge 'n kontrak ooreenkombig die bepalings van die Wet op Vakleerlinge of 'n ander kontrak wat deur die Raad erken word, voltooi het, vir vakmanswerk in enigeen van die klasse werk wat in hierdie Ooreenkoms as vakmanswerk ingedeel is, in diens neem nie tensy sodanige werkneemster in besit is van 'n sertifikaat wat erken word of uitgereik is deur die Raad en wat hom in staat stel om vir vakmanswerk in diens geneem te word; met dien verstande dat die werkneemster daarop geregtig sal wees om by die Raad aansoek te doen om 'n sertifikaat wat hom in staat stel om vir vakmanswerk in diens geneem te word, en as sodanige sertifikaat aan hom uitgereik word, mag hy daarna vir die werk wat as vakmanswerk ingedeel is en op sy sertifikaat gemeld word, in diens geneem word.

#### 19. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 16 JAAR.

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

#### 20. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan die werkgever of die werkneemster verleen. Aansoek om vrystelling moet aan die Sekretaris van die Streekraad vir die betrokke gebied gerig word.

(2) Whenever the contract 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 the pay for the hours of an ordinary shift in the establishment.

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

#### 15. SHORT TIME.

(1) The employer may work his employees for a lesser number of hours than the ordinary hours of work of his establishment due to—

(a) 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; or

(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 effected 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) 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.

#### 16. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY.

(1) Notwithstanding anything contained in this Agreement, any section or sections of the establishment may be closed during any period of work specified for the establishment in terms of section 4 of this Part of the Agreement by mutual arrangement between the employer and not less than 75 per cent of the employees affected by such closing.

(2) Whenever an employee is not required to work resultant on the closing of any section or sections of the establishment by mutual arrangement in terms of sub-section (1) a deduction pro rata for the hours not worked may be made from the amounts payable in terms of this Agreement and shifts so lost shall not count for purposes of qualification for the paid holiday referred to in section 7 of this Part of the Agreement.

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

#### 17. OUTWORK.

No employee shall solicit or take orders for or undertake any class of work covered by this Agreement for sale and/or for gain either on his own account or on behalf of any other persons or firm whilst he is in the service of the employer.

#### 18. 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 on his certificate.

#### 19. EMPLOYMENT OF PERSONS UNDER 16 YEARS OF AGE.

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

#### 20. EXEMPTIONS.

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

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

(3) Die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitgereik wat behoorlik onderteken is en die volgende meld:

- (a) Die volle naam van dié betrokke persoon;
  - (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 nommer;
  - (b) 'n kopie van elke sertifikaat wat uitgereik word, laat bewaar en 'n kopie van elke sertifikaat wat uitgereik word, laat stuur aan die Afdelingsinspekteur van Arbeid van 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.

#### 21. UITGAWES VAN DIE RAAD.

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word op die volgende wyse verskaf:

- (1) Die werkgever moet van die loon van elkeen van sy werkgewers op wie hierdie Ooreenkoms van toepassing is (uitgesonderde werknemers vir wie daar in Deel II van hierdie Ooreenkoms voorsiening gemaak word, vak leerlinge of minderjariges gedurende die tydperk waarin sodanige minderjariges sonder 'n vak leerling kontrak ingevolge die Wet op Vak leerlinge, 1944, in diens geneem mag word), 'n bedrag van 2·5c per week, met inbegrip van die weke waarin 'n werknemer afwesig is op vakansie met besoldiging, af trek.
- (2) By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daarvan gelyk is en die totale bedrag vir elke maand voor of op die vyfste dag van elke maand soos volg aan die Raad stuur:

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

#### 22. INDIENSNEMING VAN VAKVERENIGINGARBEID.

(1) Behoudens die bepalings van subklousules (2) en (3) hiervan, mag geen werknemer wat nie lid van een van die vakverenigingsparty by hierdie Ooreenkoms is nie, deur die werkgever 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 die werkgeversorganisasie is nie; met dien verstande dat hierdie subklousule van toepassing is slegs op—

- (a) werknemers wat werk verrig wat in hierdie Ooreenkoms as vakmanswerk ingedeel is; en
- (b) ander werknemers vir wie 'n loon van 32·5c per uur of meer in die Ooreenkoms voorgeskryf word, as sodanige werknemers vir 'n tydperk van minstens ses maande in die Nywerheid werkzaam was en ooreenkomstig die betrokke konstitusie van een van die vakverenigings in aanmerking vir lidmaatskap van sodanige vakvereniging kom.

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

(3) Afgesien van die regte van enige kragtens klousule 51 (10) van die Wet, mag die Raad vrystelling van die bepalings van subklousule (1) hiervan om 'n afdoende rede verleen, en genoemde subklousule is voorts nie van toepassing nie op persone wat, na die mening van die Raad, lidmaatskap van 'n party by hierdie Ooreenkoms sonder redelike grond geweier is en wat sodanige weierung aan die Raad gerapporteer het.

#### 23. VERTONING VAN OOREENKOMS.

Die werkgever moet 'n leesbare kopie van hierdie Ooreenkoms op 'n plek waar sy werknemers werk, oppak en opgeplak hou.

#### 24. ADMINISTRASIE VAN OOREENKOMS.

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

#### 25. AGENTE.

Die Raad moet een of meer spesifieke persone as agente aantel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om die bedryfsinrigting van 'n werkgever te betree en mag die werkgever en enige werknemer ondervra en die register van betaalde lone, tyd gewerk en bedrae vir oortyd betaal, inspekteer met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

(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 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.

#### 21. 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 to whom this Agreement applies (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 2·5c per week including weeks on which an employee is absent on paid holiday.
- (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.

#### 22. EMPLOYMENT OF TRADE UNION LABOUR.

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

- (a) employees performing work scheduled in this Agreement as journeyman's work; and
- (b) other employees for whom a wage rate of 32·5c per hour and more is prescribed for in the 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.

(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-section (1) hereof for any good and sufficient reason, and further, the said sub-section 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.

#### 23. 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.

#### 24. ADMINISTRATION OF AGREEMENT.

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

#### 25. 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 purposes of ascertaining whether or not the terms of this Agreement are being observed.

## 26. VERSEKERING VAN GEREEDSKAP.

Die werkewer moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem waarby die gereedskap wat die private eiendom van sy vakmanne, vakleerlinge en masjienwerkers is, teen beschadiging of vernietiging weens brand op die perseel van die werkewer verseker word. Die maksimum dekking, ooreenkomsdig hierdie klousule, vir gereedskap is R50 (vyftig rand) per werknemer hierbo genoem.

## DEEL II.

## SPESIALE VOORWAARDES BETREFFENDE SEKERE KLASSE WERKERS HIERIN GENOEM.

Ondanks enigets in hierdie bepalings vervat, is die bepalings betreffende „Werkure” (klousule 4), „Oortydwerk en betaling vir werk op Sondae” (klousule 5), „Betaling van verdienste” (klousule 6), „Vakansiebesoldiging” (klousule 7), „Addisionele vakansiebesoldiging” (klousule 8), „Vakansiebonus” (klousule 9), „Betaling gedurende werkloosheid” (klousule 10), „Betaling vir sekere openbare vakansiedae” (klousule 11) en „Skofwerktoelaes vir namiddag- en nagskoftie” (klousule 12) van Deel I van hierdie Ooreenkoms, nie van toepassing nie op werknemers wat werkzaam is in beroepe wat onder klas (2), (3), (4) en (5) van klousule 1 van Deel IV van hierdie Ooreenkoms ingedeel is, op wie, behoudens andersluidende bepalings hiern vervat, die res van die bepalings van Deel I en die volgende spesiale bepalings van toepassing is. Waar die spesiale bepalingsstrydig is met genoemde res van die bepalings van Deel I, is die spesiale bepalings van toepassing en moet voorkeur daaraan gegee word.

## 1. WERKURE.

Die gewone werkure vir alle werknemers is hoogstens 46 in 'n bepaalde week.

## 2. OORTYDWERK EN BETALING VIR WERK OP SONDAE.

(1) Alle tyd wat daar op 'n weekdag langer as die gewone ure van die skof gewerk word, word geag oortyd te wees en daarvoor moet betaal word teen 1·1 maal die uurloon; met dien verstande dat in die geval van 'n werknemer wat vyf dae per week werk, daar vir tyd wat op 'n Saterdag gewerk word, teen 1·1 maal die uurloon betaal moet word.

(2) Vir alle tyd gewerk op 'n Sondag, moet daar teen 1·1 maal die uurloon betaal word.

(3) Wanneer 'n werknemer van sy woning af teruggeroep word om oortyd te werk en daar nie van hom vereis word om 'n gewone skof te werk nie, moet sodanige werknemer teen 1·1 maal sy uurloon betaal word vir die tyd wat hy gewerk het en moet hy 'n minimum betaling van drie maal sy uurloon vir gewone tyd ontvang; altyd met dien verstande dat sodanige werknemer ophou werk voordat hy met sy volgende skof begin.

**OPMERKING.**—By die toepassing van hierdie klousule word Sondag geag te begin op die gewone begintyd van die oggend-skof van sodanige dag en voort te duur tot dieselfde tyd op die daaropvolgende dag.

## 3. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

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

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

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

(4) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarbenewens vir die tyd wat hy werkelik gewerk het tot aan die einde van die skof, teen sy gewone loon besoldig word; daarna moet hy oortydbesoldiging ontvang soos voorgeskryf in klousule 2 (1) van hierdie Deel van die Ooreenkoms.

**OPMERKING.**—By die toepassing van hierdie klousule word Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag geag te begin op die gewone begintyd van die oggend-skof van sodanige dae en voort te duur tot dieselfde tyd op die daaropvolgende dag.

## 4. BETALING VAN VERDIENSTE.

(1) (a) Behoudens andersluidende bepalings, moet 'n bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, weekliks betaal word en wel nie later nie as Vrydag en op die tye wat pas by die verskillende skofte of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind.

(b) Daar moet aan elke werknemer 'n staat oorhandig word wat sy verdienste, gewone werktyd, oortydbesoldiging en aftrekings toon.

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

## 26. 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, apprentice and machinist employees, against damage or destruction on the employer's premises by fire. The maximum cover under this section for insurance of tools shall be R50 (fifty rand) per employee stated above.

## 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), "Payment of Earnings" (section 6), "Holiday Pay" (section 7), "Additional Holiday Pay" (section 8), "Holiday Bonus" (section 9), "Payment during Unemployment" (section 10), "Payment for certain Public Holidays" (section 11), "Shift Work Allowances for Afternoon and Night Shifts" (section 12), of Part I of this Agreement, shall not apply to employees employed in the occupations scheduled under classes (2), (3), (4) and (5) of section 1 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.)

## 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 SUNDAYS.

(1) All time worked on any weekday in excess of the usual ordinary hours of the shift shall be regarded as overtime and shall be paid for at 1·1 times the hourly rate, provided that in the case of an employee working a five-day week, time worked on Saturday shall be paid for at 1·1 times the hourly rate.

(2) All time worked on a Sunday, shall be paid for at 1·1 times the hourly rate.

(3) Whenever an employee is called out from his place of residence to work overtime and is not required to work a normal shift, such employee shall be paid at 1·1 times his hourly rate for the time he works, with a minimum payment of three times his hourly rate at straight time, always provided such employee ceases work before the commencement of his next shift.

**NOTE.**—For the purposes of this section, Sunday shall be deemed to commence at the usual starting time of the morning shift of such day and continue until the same time on the following day.

## 3. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

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

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

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

(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 rate prescribed in section 2 (1) of this Part of the Agreement shall apply.

**NOTE.**—For the purpose of this section, Good Friday, Ascension Day, the 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 on the following day.

## 4. PAYMENT OF EARNINGS.

(1) (a) Except as is otherwise provided, any amount due to an employee in terms of this Agreement 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 pay day.

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

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

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag van watter aard ook al, uitgesonderd die volgende, van die bedrae wat ingevolge hierdie Ooreenkoms aan 'n werkneemster betaalbaar is, afgetrek word nie:

- (a) Bedraes vir etes of huisvesting of beide, ooreenkomstig hierdie Ooreenkoms.
- (b) Waar 'n werkneemster van sy werk afwesig is, ook in gevalle waar hy afwesig is op vakansie sonder besoldiging wat ooreenkomstig klosule 5, Deel II, van hierdie Ooreenkoms ter verlenging van sy verlof met besoldiging toegestaan is, 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid.
- (c) Op die skriftelike versoek van die werkneemster en met die toestemming van die werkgever, bedrae op dié voorwaardes en vir dié doeleindes wat die werkneemster in sy versoek moet voorskryf, uitgesonderd bydraes tot 'n ongeregistreerde organisasie van werkneemsters wat die aard van 'n vakvereniging het.
- (d) 'n Bedrag wat 'n werkgever ingevolge 'n regsbepaling, ordonnansie of resposnes namens 'n werkneemster betaal het.
- (e) Waar die werkgever weens 'n klerklike of boekhou- of administratiewe fout of 'n verkeerde berekening 'n werkneemster 'n besoldiging betaal wat hoer is as die bedrag wat wettiglik betaalbaar is, het die werkgever die reg om die bedrag wat te veel betaal is, te verhaal deur dit van latere lone of verdienste af te trek op die volgende voorwaardes:

  - (i) Die bedrae mag van een of meer loon- of verdienstebetallings afgetrek word, maar geen aftrekking mag meer as tien persent van die loon of verdienste waarvan dit afgetrek word, beloop nie;
  - (ii) geen bedrag mag aldus van die vakansiebesoldiging wat ingevolge hierdie Ooreenkoms aan die werkneemster betaalbaar is, afgetrek word nie;
  - (iii) geen bedrag of bedrae mag afgetrek word nie tensy die werkgever die werkneemster ten tyde van die eerste aftrekking in kennis gestel het.

- (f) Waar daar as gevolg van die sluiting van 'n afdeling of afdelings van die bedryfsinrigting by wyse van 'n onderlinge reëeling tussen die werkgever en minstens 75 persent van die werkneemsters wat deur sodanige sluiting geraak word, nie van 'n werkneemster vereis word om te werk nie, 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid, en skofte wat aldus verloor word, tel nie vir die kwalifisering vir verlof met betaling soos in klosule 5 van hierdie deel van die Ooreenkoms bedoel nie.
- (4) Waar die werk in 'n bedryfsinrigting of op 'n plek verrig word deur werkneemsters wat in spanne of ploeë georganiseer is, moet die werkgever aan elke werkneemster sy loon betaal.

#### 5. VERLOF MET BETALING.

- (1) Die werkgever moet aan elke werkneemster afwesigheidsverlof met volle betaling vir minstens drie agtereenvolgende weke verleen of, as alternatief, minstens twee agtereenvolgende weke verlof met volle betaling verleen en hom een week se loon in plaas van die derde week afwesigheid betaal op onderstaande voorwaardes:
- (a) Die kwalifikasie vir sodanige verlof met betaling is 297 skofte, oortydwerk uitgesonderd, wat werklik gewerk is op 'n werkweekgrondslag van ses dae; met dien verstande dat—
  - (i) 'n tydperk van minder as 26 skofte gewerk, uitgesonderd oortydwerk, nie vir verlofdoeleindes tel nie;
  - (ii) die verloftydperk nie mag saamval nie met enige tydperk waarin 'n werkneemster kennis van diensbeëindiging gegee is;
  - (iii) as 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 betaling;
  - (iv) enige tydperk van afwesigheid van die werk op las of op versoek van die werkgever (uitgesonderd skorsing van werk weens 'n oortreding of pligsversuum) vir verlofdoeleindes tel;
  - (v) enige tydperk van afwesigheid weens siekte en/of 'n werksongeluk wat altesaam hoogstens dertig skofte in een kwalifiserende tydperk vir verlof met betaling beloop, vir verlofdoeleindes tel; met dien verstande dat die werkgever daarop geregtig is om van 'n werkneemster 'n mediese sertifikaat, wat vir die werkgever aanneemlik is, te eis as bewys van die oorsaak van sy afwesigheid; en voorts met dien verstande dat in gevalle van afwesigheid weens 'n werksongeluk, sodanige ongeluk erken is as 'n ongeluk wat binne die bepalings van die Ongevallewet val; met dien verstande dat, as die werkgever regtens verplig is om voorsiening te maak vir die versorging en behandeling van sy werkneemsters terwyl hulle siek is, daar nie van sodanige werkneemsters vereis mag word om 'n geneeskundige sertifikaat in te dien nie;
  - (vi) 'n werkneemster wat van sy werk af wegblie sonder 'n afdoende rede wat vir sy werkgever aanneemlik is, ten opsigte van elke skof of werkdag wat hy gedurende sodanige afwesigheid verloor, vyf skofte wat hy gewerk het, verbeer as kwalifikasie vir sy verlof met betaling, maar dat die maksimum straf in een kwalifiserende tydperk vir verlof met betaling dertig skofte is;

(3) Except as otherwise provided in this Agreement, no deduction 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 unpaid holiday granted in extension of the paid leave provided for in Part II, section 5, 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 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 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 paid leave 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.
- (f) Where an employee is not required to work resultant on the closing of any section or sections of the establishment by mutual arrangement between the employer and not less than 75 per cent of the employees affected by such closing, a pro rata amount for the period of such absence and shifts so lost shall not count for purposes of qualification for the paid leave referred to in section 5 of this part of the Agreement.
- (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.

#### 5. PAID LEAVE.

- (1) The employer shall grant to every employee leave of absence on full pay of not less than three consecutive weeks or alternatively grant not less than two consecutive week's leave of absence on full pay plus one week's pay in lieu of the third week of absence 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 leave shall not be concurrent with any period during which an employee is under notice of termination of employment;
    - (iii) if Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day falls within the period of 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 instruction or at the request of the employer (excluding suspension from duty due to any misdemeanour or neglect of duty) shall count for paid leave purposes;
    - (v) any period of absence on account of sickness and/or works 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 periods of absence due to works 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 worked towards his paid leave qualification, with a maximum penalty of 30 shifts in any one qualifying period for paid leave;

- (vii) die werkdae wat binne die derde week verlof val en wat werklik as verlof met betaling geneem is soos in subklousule (1) hiervan bepaal, as kwalifiserende skofte vir die doeleindes van verlof met betaling moet tel.
- (b) Die vakansie moet deur die werkgever so toegestaan word dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het.
- (c) Die werknemer is daarop geregtig en moet sy vakansie neem binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het, tensy die Raad vrystelling verleen het.
- (d) Geen werknemer mag gedurende die tydperk van sy vakansie enige lonende werk verrig nie.
- (2) Elke werknemer aan wie verlof ingevolge subklousule (1) verleen word, moet voor of op die laaste werkdag voor die begin van voorname verloftydperk betaling van sy werkgever ten opsigte van sodanige verlof ontvang.
- (3) By diensbeëindiging, moet die werkgever aan die werknemer sy volle loon betaal—
- (a) ten opsigte van enige tydperk van verlof wat hom toekom maar wat nie voor die diensbeëindiging aan hom verleen is nie; en
  - (b) ten opsigte van die proporsionele getal kwalifiserende skofte waarmee hy gekrediteer is na die datum waarop hy laas op verlof kragtens subklousule (1) geregtig geword het of, in die geval van 'n werknemer wat vir minder as twaalf maande in diens was, nadat hy in diens getree het.
  - (4) Enige bedrag wat ingevolge subklousule (1) of subklousule (3) hiervan aan 'n werknemer betaal word, moet bereken word teen die loon wat die werknemer ontvang het op die dag waarvoor hy vir verlof met betaling gekwalfiseer het of op die dag waarop sy diens beëindig word, na gelang van die geval.

Vir die berekening van die verlof wat ingevolge hierdie klousule verskuldig is, word diens geag te begin op die datum waarop 'n werknemer by die werkgever in diens tree of op die datum waarop hy laas op verlof met betaling geregtig geword het, naamlik die jongste datum.

#### 6. ETES EN HUISVESTING.

Daar mag van geen werknemer vereis word om as deel van sy dienskontrak etes of huisvesting of albei van die werkgever aan te neem of om goedere van sy werknemer te koop of eiendom van hom te huur nie, maar waar 'n werknemer daarmee instem om etes of huisvesting of albei van die werkgever aan te neem, mag die werkgever hoogstens R1.25 per week aftrek wanneer etes en huisvesting verskaf word of hoogstens 85c per week vir slegs etes of 40c per week vir slegs huisvesting.

#### 7. DIENSSERTIFIKAAT.

Die werkgever moet, wanneer 'n werknemer by sy diensbeëindiging hom daartoe versoek, sodanige werknemer voorsien van 'n dienssertifikaat wat die volgende meld: Die volle naam van die werkgever en dié van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die dienstydperke in die verskillende beroepe; met dien verstande dat waar die loon vir die klas werk van 'n werknemer bepaal word volgens die lengte van sy diens, die verpligting op die werknemer rus om, wanneer hy van werkgever verander, 'n dienssertifikaat aan die werkgever voor te lê ten einde hom geregtig te maak op sodanige loon vir dieselfde klas werk.

#### 8. ADDISIONELE BESOLDIGING BETAALBAAR AAN WERKNEMERS WAT WERK VERRIG IN DIE BEROEPE WAT INGEDEEL IS ONDER KLASSE (2), (3), (4) EN (5) IN KLOUSULE 1 VAN DEEL IV VAN HIERDIE OOREENKOMS.

Die werkgever moet, benewens die ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is aan werknemers wat werkzaam is in die beroepe wat onder klasse (2), (3), (4) en (5) ingedeel is, uitgesonderd jeugdiges wat in klas 5 werkzaam is soos in Deel IV van hierdie Ooreenkoms bepaal, 'n diensverhoging aan sodanige werknemers op onderstaande grondslag betaal:

- (i) Na voltooiing van twaalf maande aaneenlopende en ononderbroke diens by die werkgever, is die diensverhoging 0·4c per uur.
- (ii) Na voltooiing van 24 maande aaneenlopende en ononderbroke diens by die werkgever, moet die diensverhoging tot 1·0c per uur verhoog word.

#### DEEL III.

##### VERHOGINGS EN KWALIFISEERTYDPERKE.

(a) Die minimum en die maksimum loon, die verhogings en die kwalifiserende skofte wat in elke werk gewerk moet word, word in klousule 2 van Deel IV van hierdie Ooreenkoms voorgeskryf en is van toepassing op die klasse werknemers daarin genoem; met dien verstande dat—

- (i) 'n nuweling wat in Amcor in diens geneem word as 'n leerling wat die werkzaamhede moet verrig wat in klousule 2 van Deel IV van hierdie Ooreenkoms gemeld word, as 'n afloswerker moet begin teen 52·0c per uur en verhogings op die volgende grondslag moet ontvang:—

Na die eerste 75 skofte gewerk: 5·9c per uur.

Na die tweede 75 skofte gewerk: 1·3c per uur.

(vii) the working days falling within the third week's leave, if actually taken as paid leave, as provided for in sub-section (1) hereof, shall count as qualifying shifts for paid leave purposes.

- (b) The paid leave shall be granted by the employer so as to commence within a period of four months after due date.
- (c) The employee shall be entitled to, and shall take his paid leave within a period of four months after due date, unless exemption be granted by the Council.
- (d) No employee shall engage in any employment for gain during the period of his paid leave.

(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 paid leave which had accrued to him but was not granted before the termination of 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 paid leave in terms of sub-section (1) or in the case of an employee who has been employed for less than twelve months, after the commencement of his employment.

(4) Any amount paid to an employee in terms of sub-section (1) or sub-section (3) hereof shall be calculated at the rate of pay of which the employee was in receipt on the day he qualified for paid leave or his employment terminated, as the case may be.

For the purpose of calculating paid 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.

#### 6. BOARD AND LODGING.

No employee shall be required as part of his contract of service to accept board or lodging or both from the employer, or to purchase any goods or hire any property from his employer, but where an employee agrees to accept board or lodging or both from the employer, the employer may deduct not more than R1.25 per week when board and lodging is provided or not more than 85c per week for board only or 40c per week for lodging only.

#### 7. CERTIFICATE OF SERVICE.

The employer shall, when requested 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 date of commencement and termination of the contract and the periods of employment in the various occupations; provided that where the rate for the class of work of any employee is determined by length of service it shall be incumbent upon the employee to produce a certificate of service to the employer on change of employment, in order to become entitled to such rate for the same class of work.

#### 8. ADDITIONAL REMUNERATION PAYABLE TO EMPLOYERS EMPLOYED ON WORK IN THE OCCUPATIONS SCHEDULED UNDER CLASSES (2), (3), (4) AND (5) IN SECTION 1 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 classes (2), (3), (4) and (5), excluding juveniles employed in class (5) as provided in Part IV of this Agreement, pay a service increment to such employees on the following basis:—

- (i) After completion of 12 months' continuous and unbroken service with the employer, the service increment shall equal 0·4c per hour.
- (ii) After completion of 24 months' continuous unbroken service with the employer, the service increment shall be increased to 1·0c per hour.

#### PART III.

##### INCREMENTS AND QUALIFYING PERIODS.

(a) 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 2 of Part IV of this Agreement, and shall apply to the classes of employees enumerated therein, provided that—

- (i) a newcomer learner to Amcor employed on the operations set out in Section 2 of Part IV of this Agreement, shall commence as a relief operative at 52·0c per hour and shall receive increments on the following basis:—

After first 75 shifts worked: 5·9c per hour.

After second 75 shifts worked: 1·3c per hour.

Na die derde 75 skofte gewerk: 1·2c per uur.  
Na die vierde 75 skofte gewerk: 1·3c per uur.

Wanneer die ingelyste maksimum basiese loon van 61·7c per uur bereik is, tel die 300 skofte wat aldus gewerk is en alle skofte wat daarna gewerk word in die werkzaamheid as afloswerker as sodanig, nie as kwalifiserende skofte in 'n aangewese werk nie. Ondanks die klas werk waarvoor die nuwe leerling gebruik word, mag daar nie van bestaande lone afgewyk word nie, totdat die nuweling se leertyd voltooi is;

- (ii) behoudens die bepalings van (i) hiervan, 'n werknemer wat aangestel word vir 'n werk waaraan daar 'n hoër loon verbonde is, by aanstelling minstens die ingelyste minimum loon vir sodanige werk betaal moet word; met dien verstande egter, dat, as die werknemer, ooreenkomsdig die bepalings van (iii) hiervan, alreeds vir 'n hoër loon in sodanige werk gekwalifiseer het, hy by aanstelling in sodanige werk die hoër loon betaal moet word. Verdere verhogings moet op die grondslag van of 1·2c of 1·3c per uur toegestaan word soos in (i) hiervan bepaal, totdat die ingelyste maksimum loon vir sodanige werk bereik is;
- (iii) 'n werknemer wat aflos in 'n werk waarvoor daar 'n hoër loon betaal word, minstens die ingelyste minimum loon vir sodanige werk betaal moet word en dat verdere verhogings op grondslag van of 1·2c of 1·3c per uur toegestaan moet word soos in (i) hiervan bepaal, totdat die ingelyste maksimum loon vir sodanige werk bereik is; met dien verstande egter dat, in alle gevalle waar 'n werknemer aflos in 'n werk waaraan daar 'n hoër loon verbonde is, hy ten opsigte van die skofte wat aldus gewerk is, eers in die werke waarvoor 'n laer loon betaal word, maar wat regstreeks tot die bevordering lei, gekrediteer moet word totdat die kwalifiserende tydperke vir die laer besoldigde werke voltooi is. Daarna tel skofte wat in die hoër besoldigde werk gewerk is, as kwalifiserende skofte vir sodanige hoër besoldigde werk en moet verdere verhogings toegestaan word op grondslag van of 1·2c of 1·3c per uur soos hierbo bepaal, vir elke 75 skofte in sodanige werk gewerk, totdat die maksimum loon vir sodanige werk bereik is;
- (iv) 'n werknemer wat in 'n hoër besoldigde werk aflos vir 'n aaneenlopende tydperk van een uur of meer op enige skof, met 'n volle kwalifiserende skof gekrediteer moet word ten opsigte van sodanige tydperk, en indien hy gekwalifiseer het vir 'n hoër loon, moet hy teen die hoër loon betaal word vir die getal ure op daardie skof gewerk;
- (v) werkdae wat verloor word vanweë 'n ongeluk wat erken is as 'n ongeluk wat binne die bepalings van die Ongevallewet, 1941, val, as kwalifiserende skofte gekrediteer moet word ten opsigte van die werk waarin die werknemer aangestel is, totdat die ingelyste maksimum loon vir sodanige werk bereik is, en daarna moet verdere skofte wat aldus verloor word, buite rekening gelaat word;
- (vi) die werkewer met die werkdae wat verloor word weens militêre opleiding soos in hierdie Ooreenkoms omskryf, gekrediteer moet word as kwalifiserende skofte in die werk waarvoor hy aangestel is, totdat die ingelyste maksimum loon bereik is en daarna moet alle verdere skofte wat aldus verloor word, buite rekening gelaat word; met dien verstande egter dat waar 'n werknemer nege maande ononderbroke militêre opleiding ontyng, slegs die werkdae wat binne die eerste vier maande van sodanige militêre opleiding val of dié korter tydperk wat nodig mag wees om die maksimum vir die pos waarin hy aangestel is, te bereik, as kwalifiserende skofte gekrediteer moet word;
- (vii) die werkdae wat binne 'n tydperk val waarin die werknemer gedagvaar is om 'n hofsitting by te woon as 'n getuie of juried, as kwalifiserende skofte gekrediteer moet word ten opsigte van die werk waarin die werknemer aangestel is, totdat die ingelyste maksimum loon vir sodanige werk bereik is, en daarna moet verdere skofte wat aldus verloor word, buite rekening gelaat word.

#### DEEL IV.

##### LOONLYSTE VAN TOEPASSING OP DIE KLASSE WERKNEMERS HIERONDER GENOEM.

Die werkewer mag nie aan 'n werknemer (uitgesondert 'n vakleerling) wat werkzaam is in enigeen van die klasse werk wat in hierdie Ooreenkoms gespesifieer word, 'n loon en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse gemeld word nie, en geen werknemer mag 'n loon en/of verdienste wat laer is as dié teenoor sodanige klasse genoem, aanneem nie.

##### KLOUSULE 1.

**Klas (1). Vakmanswerk.**—Niemand anders as 'n vakman of 'n vakleerling mag vir die werk wat hieronder ingedeel word, in diens geneem word nie sonder dat die Nywerheidsraad vooraf goedkeuring daartoe verleen het.

###### (a) Kookfonteinse werke—

Grofsmidswerk.....	76·5 sent per uur.
Ketelmakery.....	
Messelwerk en/of klipmesselwerk.....	
Timmerwerk.....	
Elektriënswerk.....	
Monteur en/of draai- en/of masjienvwerk.....	
Masjiemonteurswerk.....	
Motorwerktuigkundige se werk.....	
Touwerk.....	
Sweis- en/of sveissoldeerwerk.....	

After third 75 shifts worked: 1·2c per hour.  
After fourth 75 shifts worked: 1·3c per hour.

When the scheduled maximum basic rate of 61·7c per hour 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 (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 (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 either 1·2c or 1·3c per hour as provided under (i) hereof 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 rate for such job, and further increments shall be granted on the basis of either 1·2c or 1·3c per hour, as provided under (i) hereof, until the scheduled maximum 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 either 1·2c or 1·3c per hour, as provided above for every 75 shifts worked in such job until the scheduled maximum 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, 1941, shall be credited as qualifying shifts to the job in which the employee has been appointed until the scheduled maximum rate for such job has been attained, whereafter any further shifts so lost shall be disregarded;
- (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 rate has been attained, whereafter any further shifts so lost shall be disregarded; provided, however, that where an employee proceeds on nine months' continuous military training only the working days falling within the first four months of such military training, or such shorter period as is necessary to reach the maximum for the post in which he has been appointed, shall be credited as qualifying shifts;
- (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 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 HEREINAFTER 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 I.

**Class (1). Journey'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:

###### (a) Kookfontein Works—

Blacksmithing.....	Rate per hour. 76·5 cents.
Boilermaking.....	
Bricklaying and/or Stone Masonry.....	
Carpentry.....	
Electrician's Work.....	
Fitting and/or Turning and/or Machining.....	
Millwrighting.....	
Motor Mechanic's Work.....	
Rigging.....	
Welding and/or Brazing.....	

## (b) Witbankse werke (Ferrometals, Ltd.):

Grofsmidswerk.....	
Ketelmakery.....	
Messelwerk en klipmesselwerk.....	
Elektrisienswerk.....	
Monteur- en/of draai- en/of masjienwerk.....	
Sweiwerk.....	

76.5 sent per uur.

**Klas (2).**—Spanleiers in diens geneem vir werk wat onder klas (3), (4) en (5) van hierdie klousule ingedeel is, wanneer hulle as baasjongens ingestel is:—

Baasjongens (Graad 1)—		Sent per uur.
Eerste ses maande ondervinding.....		19.5
Daarna.....		22.0
<b>Baasjong (Graad 2)—</b>		
Eerste ses maande ondervinding.....		18.5
Daarna.....		19.5
<b>Baasjong (Graad 3)—</b>		
Eerste ses maande ondervinding.....		18.0
Daarna.....		18.5

**Klas (3)—**

Kraghamerbediener.....	Eerste ses maande
Grofsmid se hamerslaner.....	ondervinding.....
Ketelstoker.....	Daarna.....

16.5

18.0

**Klas (4)—**

Aanbring van roeswerende lae	
Opsny van afval.....	
Skoonmaak met die hand en/of by wyse van skuur en/of deur middel van draagbare gereedskap.....	
Vashouwerk.....	
Die poets en/of poleer van metaal.....	
Die olie en/of smeer van masjinerie wanneer in 'n voltydse hoedanighed in diens geneem.....	
Herhalende skroefwerk metset-koppe en/of tappe.....	
Sand- en/of skrootstraalmasjiene.....	
Spuitwerk met emalje en/of verf	

Eerste ses maande	
ondervinding.....	15.5
Daarna.....	16.5

**Klas (5)—**

Algemene arbeiders.....	15.0
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**OPMERKING.**

(i) Ondanks die lone wat voorgeskryf is vir werknemers wat werk verrig wat onder Klas (5) van klousule 1 van Deel IV van hierdie Ooreenkoms ingedeel is, moet die werkewer toegelaat word om persone onder die leeftyd van 18 jaar vir werk wat aldus ingedeel is, soos volg in diens te neem teen lone vir die betrokke klas werk:—

Terwyl hy blybaar 16 jaar oud is..... 10c per uur.  
Terwyl hy blybaar 17 jaar oud is..... 12c per uur.  
By bereiking van die skynbare leeftyd van 18 jaar..... 15c per uur.

(ii) Die getal persone wat ooreenkomsdig hierdie bepaling deur die werkewer in diens geneem word, mag te gener tyd meer as 15 persent wees nie van die totale getal ander werknemers wat die werkewer in diens geneem het vir werk wat onder klas (5) van klousule 1 van Deel IV van hierdie Ooreenkoms ingedeel is.

**KLOUSULE 2.****YSTERLEGERINGSAFDELING, KOOKFONTEIN.**

Ampstiel.	Minim- um loon per uur.	Maksi- mum loon per uur.	Getal verho- gings.
Senior operateur.....	Sent. 82.2	Sent. 85.9	3
Tenkoondman.....	74.5	80.7	5
Eerste helper, raffineeroonde.....	74.5	80.7	5
Twede helper, raffineeroonde.....	70.8	72.1	1
Gietpanman.....	68.3	70.8	2
Elektrodepastamaker.....	74.5	80.7	5
Versendingsverpakker.....	74.5	80.7	5
Kalsineeroondman.....	73.6	79.9	5
Merrick-skaalman.....	73.6	79.9	5
Vragbeheeroperateur.....	68.3	72.1	3
Grondstofwerker.....	66.6	69.1	2
Algemene werker.....	62.6	65.1	2
Smeerdeur.....	69.7	73.4	3
Diesellokomotiefbestuurder.....	67.2	74.7	6
Eindprodukwerker.....	66.6	70.3	3
Vragmotorbestuurder (meer as 5 ton).....	67.8	70.3	2
Hyskraanbediener (Produksie).....	74.8	76.1	1
Hyskraanbediener (Eertsbrug).....	73.4	74.7	1
Hyskraanbediener (Mobiele).....	73.4	74.7	1
Hyskraanbediener (Werkwinkel).....	68.3	69.6	1
Walswerker.....	69.3	75.5	5
Ploegbaas.....	67.7	67.7	—
Afloswerker.....	52.0	61.7	4

## (b) Witbank Works (Ferrometals, Ltd.):—

Blacksmithing.....		Rate per hour.
Boilermaking.....		
Bricklaying and Stone Masonry.....		
Electrician's Work.....		
Fitting and/or Turning and/or Machining.....		76.5 cents.
Welding.....		

**Class (2).**—Bossing employees employed on work scheduled under Classes (3), (4) and (5) of this Section, when appointed as Boss Boys.

		Rate per Hour. cents.
Boss Boy (Grade I)—		
First six months of experience.....		19.5
Thereafter.....		22.0
Boss Boy (Grade 2)—		
First six months of experience.....		18.5
Thereafter.....		19.5
Boss Boy (Grade 3)—		
First six months of experience.....		18.0
Thereafter.....		18.5

**Class (3)—**

Power hammer driver.....		First six months of experience.....
Blacksmith's striker boy.....		
Boiler stoker.....		

**Class (4)—**

Application of anti-corrosive coatings.....		First six months of experience.....
Scrap cutting.....		
Fettling by hand and/or by grinding and/or by portable tools.....		
Holding up.....		
Metal buffing and/or polishing.....		
Oiling and/or greasing of machinery where employed in a full time capacity.....		
Screwing on repetition work with die heads and/or taps.....		
Sand and/or shot blasting machines.....		
Spraying of enamel and/or paint.....		

**Class (5)—**

General labourers.....	15.0
------------------------	------

**NOTE.**

(i) Notwithstanding the wages prescribed for employees employed on work scheduled under Class (5), of Section 1 of Part IV 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..... 10c per hour.  
While of the apparent age of 17 years..... 12c per hour.  
On attaining the apparent age of 18 years..... 15c per hour.

(ii) Persons employed by the employer in terms of this provision shall at no time exceed 15 per cent of the total number of other employees employed by the employer on work scheduled under Class (5) of Section 1 of Part IV of this Agreement.

**SECTION 2.****FERRO-ALLOY DIVISION, KOOKFONTEIN.**

Designation.	Minim- um Rate per Hour.	Maxi- mum Rate per Hour.	Number of Incre- ments.
Senior Operator.....	Cents. 82.2	Cents. 85.9	3
Tank Furnaceman.....	74.5	80.7	5
First Hand, Refining Furnaces.....	74.5	80.7	5
Second Hand, Refining Furnaces.....	70.8	72.1	1
Ladleman.....	68.3	70.8	2
Electrode Pastermaker.....	74.5	80.7	5
Despatch Packer.....	74.5	80.7	5
Calciner Furnaceman.....	73.6	79.9	5
Merrick Scaleman.....	73.6	79.9	5
Load Control Operator.....	68.3	72.1	3
Raw Materials Attendant.....	66.6	69.1	2
General Operator.....	62.6	65.1	2
Lubricator.....	69.7	73.4	3
Diesel Loco Driver.....	67.2	74.7	6
Finished Products Attendant.....	66.6	70.3	3
Lorry Driver (over 5 tons).....	67.8	70.3	2
Crane Driver (Production).....	74.8	76.1	1
Crane Driver (Ore Bridge).....	73.4	74.7	1
Crane Driver (Mobile).....	73.4	74.7	1
Crane Driver (N.E.S.).....	68.3	72.1	3
Milling Plant Attendant.....	69.3	75.5	5
Ganger.....	67.7	67.7	—
Relief Operative.....	52.0	61.7	4

## FOSFAATAFDELING, KOOKFONTEIN.

Ampstiel.	Minim- um loon per uur.	Maksi- mum loon per uur.	Getal ver- hogings.
Tenkoondman.....	Sent. 74·5	Sent. 80·7	5
Walswerker.....	69·3	75·5	5
Hyskraanbediener/-werker.....	68·3	72·1	3

## FERROMETALS, LIMITED, WITBANK.

Ampstiel.	Minim- um loon per uur.	Maksi- mum loon per uur.	Getal ver- hogings.
Tenkoondman.....	Sent. 74·5	Sent. 80·7	5
Tapper.....	66·9	68·2	1
Eindprodukterwerker.....	66·6	70·3	3
Dieselokomotiefbestuurder.....	67·2	74·7	6
Hyskraanbediener.....	72·2	73·4	1
Afloswerker.....	52·0	61·7	4
Ploegbaas.....	67·7	67·7	—
Faktotum.....	63·3	72·1	7

Leerlingverhogings vir Afloswerkers, Kookfontein en Witbank:

Na die eerste 75 skofte gwerk, 5·9 sent per uur.

Na die tweede 75 skofte gwerk, 1·3 sent per uur.

Na die derde 75 skofte gwerk, 1·2 sent per uur.

Na die vierde 75 skofte gwerk, 1·3 sent per uur.

Namens die partye te Johannesburg onderteken op hede die 25ste dag van Junie 1963.

R. F. BUDD, Voorsitter.  
J. D. GREENHORN, Verteenwoordiger.  
W. R. GLASTONBURY, Algemene Sekretaris.

No. 1459.]

[20 September 1963.

## WET OP OOLOGSMAATREELS, 1940.

## OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GE PUBLISEER BY OORLOGS-MAATREEL No. 43 VAN 1942, SOOS GEWYSIG.

## YSTER-, STAAL-, INGENIEURS- EN METALLURGIESTE NYWERHEID.

## AMCOROOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subrekulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreel No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werkemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat by Goewermentskennisgiving No. 1458 van 20 September 1963, gepubliseer is.

A. E. TROLLIP,  
Minister van Arbeid.

## PHOSPHATE DIVISION, KOOKFONTEIN.

Designation.	Minim- um Rate per Hour.	Maxi- mum Rate per Hour.	Num- ber of Incre- ments.
Tank Furnaceman.....	Cents. 74·5	Cents. 80·7	5
Milling Plant Attendant.....	69·3	75·5	5
Crane Driver/Operator.....	68·3	72·1	3

## FERROMETALS, LIMITED, WITBANK.

Designation.	Minim- um Rate per Hour.	Maxi- mum Rate per Hour.	Num- ber of Incre- ments.
Tank Furnaceman.....	Cents. 74·5	Cents. 80·7	5
Tapper.....	66·9	68·2	1
Finished Products Attendant.....	66·6	70·3	3
Diesel Loco Driver.....	67·2	74·7	6
Crane Driver.....	72·2	73·4	1
Relief Operative.....	52·0	61·7	4
Ganger.....	67·7	67·7	—
Handyman.....	63·3	72·1	7

Learnership increments for Relief Operatives, Kookfontein and Witbank:-

After first 75 shifts worked, 5·9 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 for and on behalf of the parties on the 25th day of June, 1963.

R. F. BUDD, Chairman.  
J. D. GREENHORN, Representative.  
W. R. GLASTONBURY, General Secretary.

No. 1459.]

[20 September 1963.

## WAR MEASURES ACT, 1940.

## SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.

## IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

## AMCOR AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for Iron, Steel, Engineering and Metallurgical Industry published under Government Notice No. 1458 of the 20th September, 1963,

A. E. TROLLIP,  
Minister of Labour.

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**BINNELANDSE TELEGRAMME**—(Suid-Afrika, Basoetoland, Swaziland en Suidwes-Afrika):—

**Gewone:**—

Vir eerste 14 woorde of minder.....	20c
Vir elke bykomende woorde.....	2c

**INTERTERRITORIALE TELEGRAMME:**—

**Gewone na:**—

Federasie van Rhodesië en Njassaland.—

Vir eerste 12 woorde of minder.....	36c
Vir elke bykomende woorde.....	3c

**Mosambiek:**—

Vir eerste 12 woorde of minder.....	30c
Vir elke bykomende woorde.....	2½c

## TELEGRAPH TARIFFS

**INLAND TELEGRAMS** — (South Africa, Basutoland, Swaziland and South West Africa):—

**Ordinary:**—

For first 14 words or less.....	20c
For each additional word.....	2c

**INTERTERRITORIAL TELEGRAMS:**—

**Ordinary to:**—

Federation of Rhodesia and Nyasaland:—

For first 12 words or less.....	36c
For each additional word.....	3c

**Mozambique:**—

For first 12 words or less.....	30c
For each additional word.....	2½c

# POSTARIEWE

Van Suid-Afrika na ander lande, behalwe lande van die Posunie van Afrika.

## See- of Landpes.

Briewe.....	5c vir die eerste ons, 3½c vir elke bykomende ons.
Poskaarte.....	3½c elk.
Nuusblaais.....	1½c per 2 onse.
Drukwerk.....	1½c per 2 onse.
Handelstukke.....	1½c per 2 onse, met 'n minimum van 5c.
Monsters.....	1½c per 2 onse, met 'n minimum van 2½c.

## Lugpos.

Land van Bestemming.	Briewe per ½ ons.	Pos- kaarte elk.	Lug- briewe elk.	Tweede- klaspos- stukke per ½ ons.
AFRIKA.—(Behalwe lande van die Posunie van Afrika)	10	5	5	4
Mauritius, Reunion, Seychelle, Zanzibar	10	5	5	4
EUROPA.—				
(a) Verenigde Koninkryk, Noord- Ierland, Republiek Ierland, Ciprus en Malta	12½	7	5	5
(b) Alle ander lande, met inbegrip van die Unie van die Sosialisti- sche Sowjetrepublieke en ei- lande in die Middellandse See, behalwe Ciprus en Malta	15	7½	5	6
(c) Asore, Kanariese Eilande, Kaap-Verdiense Eilande, Ys- land, Madeira	15	7½	5	6
Nabye Ooste.—				
Bahreineilande, Debai, Iran, Irak, Israel, Jordanië (Hasjimitiese Koninkryk), Koeweit, Libanon, Makrat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½	7	5	5
AMERIKA.—				
Kanada, Verenigde State van Amerika, Sentral- en Suid- Amerika	22½	12	10	10
AUSTRALASIE.—				
Australië, Nieu-Seeland.....	25	12½	10	10
STILLE OSEAAN.—				
Eilande in die Noordelike en Suide- like Stille Oseaan nie elders genoem nie	25	12½	10	10
OOSTERSE LANDE.—				
(a) Afganistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Broenei, Sjina, Kokoseilandje, Formosa, Hongkong, Indo- nesië, Korea, Macao, Maleise Federasie, Mantsjoerje, Noord- Borneo, Filippyne, Serawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

(Nadere besonderhede word vervat in die pamphlet PB. 7 wat by alle postkontore verkrybaar is.)

# POSTAGE RATES

From South Africa to other Countries, excluding Countries of the African Postal Union.

## Surface Mail.

Letters.....	5c for the first oz., 3½c for each additional oz.
Postcards.....	3½c each.
Newspapers.....	1½c per 2 oz.
Printed Papers.....	1½c per 2 oz.
Commercial Papers.....	1½c per 2 oz. with a minimum of 5c.
Samples.....	1½c per 2 oz. with a minimum of 2½c.

## Air Mail.

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

(A detailed list, pamphlet PB. 7, is obtainable free of charge from all post offices.)

# Koop Nasionale Spaarsertifikate

# Buy National Savings Certificates