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**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 1237

15 June 1979

**INDUSTRIAL CONCILIATION ACT, 1956  
DISSOLVING PULP MANUFACTURING  
INDUSTRY**

I, Stephanus Petrus Botha, Minister of Labour,  
hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Dissolving Pulp Manufacturing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1980, upon the employer and the trade unions which entered into the said Agreement and upon the employees who are members of the said unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2) (b) (i), 16 and 19, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1980, 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 Magisterial District of Umzinto; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Umzinto and with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2) (b) (i), 11, 16 and 19, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

11400—A

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 1237

15 Junie 1979

**WET OP NYWERHEIDSVERSOENING, 1956**

**OPLOSPULPNYWERHEID**

Ek, Stephanus Petrus Botha, Minister van Arbeid,  
verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Oplospulpnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1980 eindig, bindend is vir die werkgewer en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (b) (i), 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1980 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 landdrosdistrik Umzinto; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2) (b) (i), 11, 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1980 eindig, in die landdrosdistrik Umzinto *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6494—1

# INDUSTRIAL COUNCIL FOR THE DISSOLVING PULP MANUFACTURING INDUSTRY

## AGREEMENT

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

Saiccor (Pty) Ltd

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

Amalgamated Engineering Union of South Africa  
and the

South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Dissolving Pulp Manufacturing Industry.

## 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Dissolving Pulp Manufacturing Industry in the Magisterial District of Umzinto by the employer and by all the employees of the employer who are members of the trade unions.

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

(a) only to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;

(b) to apprentices to the extent that they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or conditions fixed thereunder; and

(c) to trainees under the Training of Artisans Act, 1951, in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour, in terms of section 48 of the Act, and shall remain in force until 1 July 1980 or for such other period as may be determined by him.

## 3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Act, shall have the same meaning as in that Act; any reference to an Act shall include any amendments of such Act and, unless the contrary intention appears, words importing the masculine gender shall include females; and further, unless inconsistent with the text—

"Act" means the Industrial Conciliation Act, 1956;

"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;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act of 1944, or holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act, or who is certified as such by the Council;

"call out" means any period of work required of an employee outside his normal hours of work in respect of which he has not received warning before completion of his normal work period requiring him to report for duty at a specified time, and in relation to a shift worker if he is required to report for duty with less than eight hours' notice;

"casual 12-hour shift" means, in relation to an artisan, a period of work between the hours of 19h00 and 07h00 commencing on any day, and for which the employee has received advance notice;

"casual labourer" means a labourer who is employed by the same employer on not more than four days in any calendar week from Sunday to Saturday inclusive;

"chargehand artisan" means an artisan who is responsible for co-ordinating the work of, and who is in charge of other artisans;

# NYWERHEIDSRAAD VIR DIE OPLOSPULPNYWERHEID OOREENKOMS

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

Saiccor (Pty) Limited

(hierna die "werkgever" genoem), aan die een kant, en die  
Amalgamated Engineering Union of South Africa  
en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Oplospulpnywerheid.

## 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Oplospulpnywerheid in die landdrosdistrik Umzinto nagekom word deur die werkgever en deur al sy werknemers wat lede van die vakverenigings is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing—

(a) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, en op die werkgevers van sodanige werknemers;

(b) op vakleerlinge in dié mate waarin dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of enige kontrak aangeaan of voorwaardes daarkragtens gestel nie; en

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

## 2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag tot 1 Julie 1980 of vir sodanige ander tydperk as wat hy bepaal.

## 3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in die Wet omskryf en in hierdie Ooreenkoms gebesig word, het dieselfde betekenis as in daardie Wet; alle vermeldings van 'n Wet omvat alle wysigings van sodanige Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; en voorts, tensy onbestaanbaar met die teks, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat 'n skriftelike leerkontrak uitdien wat deur die Raad erken word, of 'n leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

"ambagsman" 'n werknemer wat die werk verrig wat in die reël deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is, of wat as sodanig deur die Raad gesertifiseer word;

"gereedstaantyd" enige tydperk waarin daar van 'n werknemer vereis word om buite sy gewone werktu te werk, ten opsigte waarvan hy nie gewaarsku is vóór die voltooiing van sy gewone werktu tydperk waarvoor hy hom op 'n spesifieke tyd vir diens moet aanmeld nie, en met betrekking tot 'n skofwerker, indien daar van hom vereis word om hom met minder as agt uur kennisgewing vir diens aan te meld;

"los 12-uur-skof", met betrekking tot 'n ambagsman, 'n werktu tydperk tussen 19h00 en 07h00, wat op enige dag begin, en waarvan die werknemer vooruit in kennis gestel is;

"los arbeider" 'n arbeider wat hoogstens vier dae in 'n kalenderweek van Sondag tot en met Saterdag by dieselfde werkgever in diens is;

"onderbaas-ambagsman" 'n ambagsman wat daarvoor verantwoordelik is om die werk van ander ambagsmanne te koördineer en wat oor hulle toesig het;



"chargehand operator" means an employee, so designated by the employer, who, in a section or part of an establishment is in charge of other operators and employees, excluding artisans, engaged in that section or part of the establishment;

"Council" means the Industrial Council for the Dissolving Pulp Manufacturing Industry;

"day" means, in relation to a shift worker, a period of 24 consecutive hours calculated from the time such an employee commences work, and in relation to any other employee, a period of 24 consecutive hours, commencing at midnight;

"Dissolving Pulp Manufacturing Industry" or "Industry" means the industry in which the employers and employees are associated for the production of that type of bleached chemical pulp used primarily for the manufacture of viscose rayon and also for other chemically modified cellulose products as distinct from pulp used primarily for the paper and board making industries;

"emergency work" means any work occasioned by circumstances beyond the employer's control;

"establishment" means any premises, registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, in or in connection with which one or more employees are employed in the Dissolving Pulp Manufacturing Industry;

"Grade I operator" means an employee who is responsible for the operation of part of the plant or machinery without direct supervision;

"Grade II employee" means an employee who is not an artisan or a Grade I operator but who has had not less than three years' experience as a Grade IIIA employee or equivalent experience and who may be employed under the supervision of a chargehand artisan or a chargehand operator on certain aspects of artisan's work or Grade I operator's work;

"Grade IIIA employee" means an employee who, under direct supervision of a chargehand artisan, a leading hand artisan or an artisan, or a chargehand operator, leading hand operator or a Grade I operator, is undergoing training as a Grade II employee;

"Grade III employee" means an employee who is not an artisan or a Grade I operator, but who may be employed on the less skilled work of a Grade I operator and an artisan, under the supervision of a chargehand artisan, a leading hand artisan or an artisan, or a chargehand operator, a leading hand operator or a Grade I operator;

"Grade IV employee" means an employee who, having undergone some particular training and had some experience, is employed under supervision on work of responsibility or who when engaged in directing the work of Grade V employees may be designated an induna;

"Grade V employee" means an employee employed under supervision on work requiring particular training and experience, or a labourer;

"leading hand artisan" means an artisan who, in a section or part of an establishment, is normally in charge of other artisans or Grade III employees in that section or part of the establishment;

"leading hand operator" means an employee, so designated by the employer, who, in a section or part of an establishment is in charge of other operators or employees, excluding artisans, engaged in that section or part of the establishment;

"shift worker" means an employee who is engaged in continuous process working in an establishment in which three consecutive shifts per day are worked;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials, or a general breakdown of plant, machinery or buildings, caused by accident, unforeseen emergency or circumstances beyond the employer's control;

"statutory holiday" means New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and Boxing Day;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount.

(2) For the purposes of this Agreement, an employee shall be deemed to fall within that class in which he is wholly or mainly engaged.

"onderbaas-operateur" 'n werknemer, as sodanig deur die werkgewer aangewys, wat in 'n seksie of gedeelte van 'n bedryfsinrigting toesig het oor ander operateurs en werknemers, uitgesonderd ambagsmanne, wat in daardie seksie of gedeelte van die bedryfsinrigting werk;

"Raad" die Nywerheidsraad vir die Oplospulpnywerheid;

"dag", met betrekking tot 'n skofwerker, 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tyd waarop die werknemer begin werk, en met betrekking tot enige ander werknemer, 'n tydperk van 24 agtereenvolgende ure wat om middernag begin;

"Oplospulpnywerheid" of "Nywerheid" die Nywerheid waarin die werkgewers en werknemers met mekaar geassosieer is om daardie tipe gebleikte chemiese pulp te produseer wat hoofsaaklik vir die vervaardiging van viskoserayon gebruik word, asook vir ander chemies gemodifiseerde selluloseprodukte, in teenstelling met pulp, wat hoofsaaklik in die papier- en bordnywerhede gebruik word;

"noodwerk" alle werk wat deur omstandighede buite die werknemer se beheer veroorsaak word;

"bedryfsinrigting" alle persele, geregistreer of wat geregi-streer moet word ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, waarin of in verband waarmee een of meer werknemers in die Oplospulpnywerheid in diens is;

"operateur graad I" 'n werknemer wat verantwoordelik is vir die bediening van 'n gedeelte van die installasie of masjinerie, maar nie onder regstreekse toesig nie;

"werknemer graad II" 'n werknemer wat nie 'n ambagsman of 'n operateur graad I is nie maar met minstens drie jaar ondervinding as werknemer graad IIIA of gelykwaardige ondervinding en wat werksaam kan wees onder toesig van 'n onderbaas-ambagsman of 'n onderbaas-operateur in verband met sekere aspekte van die werk van 'n ambagsman of operateur graad I;

"werknemer graad IIIA" 'n werknemer wat onder regstreekse toesig van 'n onderbaas-ambagsman, leier-ambagsman of 'n ambagsman of 'n onderbaas-operateur, leier-operateur of 'n operateur graad I opleiding as werknemer graad II ondergaan.

"werknemer graad III" 'n werknemer wat nie 'n ambagsman of operateur graad I is nie maar wat in verband met die minder geskoolde werk van 'n operateur graad I en 'n ambagsman in diens geneem kan word onder toesig van 'n onderbaas-ambagsman, leier-ambagsman, of 'n ambagsman, of 'n onderbaas-operateur, leier-operateur of operateur graad I;

"werknemer graad IV" 'n werknemer wat, nadat hy opleiding van 'n besondere aard ondergaan en 'n mate van ervaring opgedoen het, onder toesig verantwoordelike werk verrig of wat, as hy die werk van werknemers graad V reël, as indoea aangewys kan word;

"werknemer graad V" 'n werknemer wat onder toesig werk doen wat spesiale opleiding en ondervinding vereis, of 'n arbeider;

"leier-ambagsman" 'n ambagsman wat in 'n seksie of gedeelte van 'n bedryfsinrigting normaalweg aan die hoof staan van ander ambagsmanne of werknemers graad III in daardie seksie of gedeelte van die bedryfsinrigting;

"leier-operateur" 'n werknemer, as sodanig deur die werkgewer aangewys, wat in 'n seksie of gedeelte van 'n bedryfsinrigting aan die hoof staan van ander operateurs of werknemers, uitgesonderd ambagsmanne, wat in daardie seksie of gedeelte van die bedryfsinrigting werk;

"skofwerker" 'n werknemer wat aaneenlopende proseswerk in 'n bedryfsinrigting doen waar daar drie agtereenvolgende skofte per dag gewerk word;

"korttyd" 'n tydelike vermindering van die getal gewone werkure, toe te skryf aan slappe in die bedryf, tekort aan grondstowwe of 'n algemene onklaarraking van installasie, masjinerie of geboue, veroorsaak deur 'n ongeluk, onvoor-siene noodgeval of omstandighede buite die werkgewer se beheer;

"statutêre vakansiedag" Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Gesinsdag;

"loon" die bedrag wat ingevolge klousule 4 aan 'n werknemer betaal moet word ten opsigte van sy gewone werkure soos in klousule 6 voorgeskryf: Met dien verstande dat waar 'n werkgewer gereeld aan 'n werknemer vir sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 voorgeskryf, dit dié hoër bedrag beteken.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas te val waarin hy uitsluitlik of hoofsaaklik in diens is.

## 4. REMUNERATION

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

	Cents per hour
Chargehand artisan.....	314
Leading hand artisan.....	301
Artisan.....	250
Chargehand operator.....	301
Leading hand operator.....	289
Grade I operator.....	238
Grade II employee.....	228
Grade IIIA employee.....	200
Grade III employee.....	170
Grade IV employee:	
During the first 12 months of experience.....	104
During the second 12 months of experience.....	108
Thereafter.....	116
Grade V employee:	
During the first 12 months of experience.....	97
Thereafter.....	100

(2) *Casual labourer*.—A casual labourer shall receive for each day or shift or part of a day or shift of employment not less than a day's or a shift's pay at the rate of 97c per hour for the normal number of ordinary hours worked on that day or in that shift in the part of the establishment in which he is employed, and he shall be paid his remuneration in cash on termination of his employment.

(3) *Service allowance*.—Chargehand artisans, chargehand operators, leading hand artisans, leading hand operators, artisans and Grade I operators who have had continuous employment with the same employer (whether before or after the coming into operation of this Agreement shall be paid by the employer, in addition to the wage prescribed for such employees in subclause (1), a service allowance at the rate of two cents per hour for each completed year up to a maximum of 20c per hour after 10 years' continuous employment in respect of all hours worked and including paid annual leave and statutory public holidays. The service allowance shall be added to the consolidated rate for purposes of all wage calculations and shall be paid with effect from the commencement of the first pay-week in which such employee completes the years of employment concerned.

(4) *Shift allowance*.—Artisans required to work on shift basis shall receive an allowance of 10c per hour in addition to the wages prescribed in subclause (1), in respect of all hours so worked.

(5) *Differential rates*.—An employee who acts in a higher grade for another weekly-paid employee shall, in addition to his own rate, be paid the difference between his own rate and the rate for the job in which he has acted for the total period in which he has so acted: Provided that he has acted in the higher grade for not less than one day or one shift in any week. Such differential rates shall qualify for overtime payments where applicable.

(6) *Calculation of wages*.—(a) The daily wage of an employee shall be his hourly wage multiplied by the number of ordinary hours normally worked by him on that day.

(b) The weekly wage of an employee shall be his hourly wage multiplied by 46.

(c) The monthly wage of an employee shall be his weekly wage multiplied by four and one-third.

(d) Except where otherwise specifically provided in this Agreement, all computations of wages producing any fraction of a cent in the resultant calculation shall be adjusted to the cent above.

(7) *Wage review*.—The Council shall meet and review wage rates when the Consumer Price Index, All Items, published by the Department of Statistics, for the Durban area increases by 10 per cent over the June 1978 figure, and shall meet thereafter during the currency of the Agreement each time the said Index increases by a further 10 per cent over the said June 1978 figure.

(8) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the Industry who, at the date of commencement of this Agreement was receiving wages at a rate higher than the minimum rate provided in this Agreement for the class of work on which he was employed.

## 5. PAYMENT OF EARNINGS

(1) Any amount due to an employee shall be paid in cash weekly during the hours of work on the usual pay-day of the establishment or on termination of employment if this

## 4. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elkeen van sy werknemers moet betaal, is soos volg:

	Sent per uur
Onderbaas-ambagsman.....	314
Leier-ambagsman.....	301
Ambagsman.....	250
Onderbaas-operateur.....	301
Leier-operateur.....	289
Operateur graad I.....	238
Werknemer graad II.....	228
Werknemer graad IIIA.....	200
Werknemer graad III.....	170
Werknemer graad IV:	
Gedurende die eerste 12 maande ondervinding.....	104
Gedurende die tweede 12 maande ondervinding.....	108
Daarna.....	116
Werknemer graad V:	
Gedurende die eerste 12 maande ondervinding.....	97
Daarna.....	100

(2) *Los arbeider*.—'n Los arbeider moet vir elke dag of skof of gedeelte van 'n dag of skof wat hy gewerk het minstens 'n dag of 'n skof se besoldiging teen 97c per uur ontvang vir die normale getal gewone ure op daardie dag of in daardie skof gewerk in die gedeelte van die bedryfsinrigting waarin hy werksaam is, en sy besoldiging moet by sy diensbeëindiging in kontant aan hom betaal word.

(3) *Dienstoelae*.—'n Werkgewer moet aan onderbaas-ambagsmanne, onderbaas-operateurs, leier-ambagsmanne, leier-operateurs, ambagsmanne en operateurs graad I wat—het sy voor of na die inwerkingtreding van hierdie Ooreenkoms—ononderbroke in sy diens was, benewens die loon vir sodanige werknemers in subklousule (1) voorgeskryf, 'n dienstoelae betaal teen twee sent per uur vir elke voltooidde jaar tot 'n maksimum van 20c per uur na 10 jaar ononderbroke diens, ten opsigte van alle ure gewerk, met inbegrip van jaarlikse verlof met besoldiging en satutere openbare vaksiedae. Die dienstoelae moet by die gekonsolideerde loon gevoeg word vir alle loonberekeningsdoeleindes en moet betaal word met ingang van die begin van die eerste betaal-week waarin sodanige werknemer die betrokke getal diensjare voltooi.

(4) *Skoftoelae*.—Ambagsmanne wat volgens 'n skofbasis moet werk, moet, benewens die loon in subklousule (1) voorgeskryf, 'n toelae van 10c per uur ontvang ten opsigte van alle ure aldus gewerk.

(5) *Differensiële lone*.—Aan 'n werknemer wat in 'n hoër graad waarmee vir 'n ander werknemer wat weekliks betaal word, moet, benewens sy eie loon, die verskil betaal word tussen sy eie loon en die loon vir die werk waarin hy waargeneem het en wel vir die totale tydperk wat hy aldus waargeneem het: Met dien verstande dat hy minstens een dag of een skof in 'n bepaalde week in die hoër graad waargeneem het. Sodanige differensiële lone kom in aanmerking vir oortydbetaling waar dit van toepassing is.

(6) *Loonberekening*.—(a) Die dagloon van 'n werknemer is sy uurloon vermenigvuldig met die getal gewone ure wat hy gewoonlik op daardie dag werk.

(b) Die weekloon van 'n werknemer is sy uurloon vermenigvuldig met 46.

(c) Die maandloon van 'n werknemer is sy weekloon vermenigvuldig met vier en 'n derde.

(d) Uitgesonderd waar uitdruklik anders in hierdie Ooreenkoms bepaal, moet alle loonberekenings wat in die eindberekening 'n breuk van 'n sent insluit, na die volgende hoër sent aangepas word.

(7) *Hersiening van lone*.—Die Raad moet byeenkom en die loonskaal hersien sodra die verbruikersprysindeks, alle items, soos deur die Departement van Statistiek gepubliseer, 'n verhoging van 10 persent in die syfer vir die Durbanse gebied, vir Junie 1978 toon, en hy moet daarna vir die duur van die Ooreenkoms elke keer byeenkom as die genoemde prysindeks 'n verdere verhoging van 10 persent in die genoemde syfer vir Junie 1978 toon.

(8) Niks in hierdie Ooreenkoms mag die uitwerking hê nie dat dit die loonskaal verminder van 'n werknemer in die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n loon ontvang teen 'n hoër skaal as die minimum skaal wat in hierdie Ooreenkoms bepaal word vir die klas werk waarvoor hy in diens is.

## 5. BETALING VAN BESOLDIGING

(1) Alle bedrae wat aan 'n werknemer verskuldig is, moet weekliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindi-



takes place before the usual pay-day. Such amount shall be contained in an envelope and accompanied by a statement showing—

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

and such envelope and statement shall become the property of the employee.

(2) An employee shall be paid in respect of a week not less than the full weekly wage for an employee of his class and no deductions other than the following may be made:

(a) Premiums in respect of pension, sick pay funds and medical aid schemes as provided for in clauses 9, 10 (3) and 11 of this Agreement;

(b) with the written consent of the employee, deductions for—

- (i) subscriptions to the trade unions;
- (ii) repayment of loans advanced by the employer, insurance, savings funds or rentals payable to the employer or any government, municipal or other authority;
- (c) any amount which the employer is legally or by order of any competent court required or permitted to make;

(d) an amount proportionate to any period when the employee is not at work otherwise than on the instructions or at the request of his employer: Provided that an employee may be put on shorttime after he has been given—

- (i) in the case of slackness of trade or shortage of raw materials, not less than 24 hours' notice;
- (ii) in all other cases, one hour's notice:

Provided further that such deductions shall not exceed one-third of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(e) a deduction of an amount equal to his daily wage in respect of any public holiday, other than a statutory holiday, on which the employee, at his own request, is permitted not to work;

(f) on termination of service, a deduction equivalent to any amounts advanced to an employee in respect of annual or public holiday pay, the entitlement to which pay has not accrued before such date of termination.

#### 6. HOURS OF WORK, ORDINARY AND OVERTIME, SPECIAL WORK AND PAYMENT THEREFOR

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

- (a) in the case of a shift worker—
  - (i) 48 in any week from 00h01 on Sunday to 24h00 on Saturday: Provided that two hours shall be paid for at the rate of time and one third; and
  - (ii) subject to subparagraph (i) hereof, eight on any day;
- (b) in the case of any other employee—
  - (i) 46 in any week from Monday to Friday, inclusive; and
  - (ii) nine and a quarter on any day, Monday to Thursday, inclusive, and nine hours on Friday;

(c) in the case of a casual labourer, nine and a quarter on any day.

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

- (i) periods of work interrupted by intervals of less than three quarters of an hour, except when proviso (iv) applies, shall be deemed to be continuous;

ging indien dit vóór die gewone betaaldag plaasvind. Dié bedrag moet in 'n koevert gesit word en vergesel gaan van 'n staat waarop die volgende voorkom:

- (a) Die naam van die werkgewer;
- (b) die naam van die werknemer of sy betaalstaatsnommer en sy beroep;
- (c) die getal gewone werkure deur die werknemer gewerk;
- (d) die getal ure wat die werknemer oortydwerk verrig het;
- (e) die werknemer se loon;
- (f) besonderhede van ander besoldiging wat uit die werknemer se diens voortspuit;
- (g) besonderhede van bedrae wat afgetrek is;
- (h) die werklike bedrag aan die werknemer betaal; en
- (i) die tydperk ten opsigte waarvan betaling gedoen word;

en dié koevert en staat word die eiendom van die werknemer.

(2) 'n Werknemer moet vir 'n week minstens die volle weekloon vir 'n werknemer van sy klas betaal word en geen bedrae, uitgesonderd die volgende, mag afgetrek word nie:

(a) Premies vir pensioen- en siektebesoldigingsfondse en mediese hulpskemas, soos in klousules 9, 10 (3) en 11 van hierdie Ooreenkoms bepaal word;

(b) met die skriftelike toestemming van die werknemer, bedrae vir—

- (i) ledegeld van die vakverenigings;

(ii) terugbetaling van lenings wat deur die werkgewer voorgesket is, assuransie, spaarfondse of huur wat aan die werkgewer of 'n regerings-, munisipale of ander owerheid betaalbaar is;

(c) alle bedrae wat 'n werkgewer regtens of kragtens 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) 'n bedrag in verhouding tot 'n tydperk waarin die werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer: Met dien verstande dat 'n werknemer op korttyd geplaas kan word nadat hy—

- (i) in die geval van 'n slapte in die bedryf of 'n tekort aan grondstowwe, minstens 24 uur kennis daarvan gegee is;
- (ii) in alle ander gevalle, een uur kennis daarvan gegee is:

Voorts met dien verstande dat dié bedrae afgetrek hoogstens een derde van 'n werknemer se weekloon mag wees, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(e) 'n bedrag gelyk aan sy dagloon ten opsigte van 'n openbare vakansiedag, uitgesonderd 'n statutêre vakansiedag, waarop die werknemer, op sy eie versoek, toegelaat word om nie te werk nie;

(f) by diensbeëindiging, 'n bedrag gelyk aan alle bedrae wat aan 'n werknemer vooruit betaal is ten opsigte van besoldiging vir die jaarlikse vakansie of openbare vakansiedae, op welke besoldiging hy op sodanige datum van beëindiging nog nie geregtig geword het nie.

#### 6. WERKURE, GEWONE EN OORTYD, SPESIALE WERK EN BESOLDIGING DAARVOOR

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

- (a) in die geval van 'n skofwerker—

(i) 48 in 'n week van 00h01 op Sondag tot 24h00 uur op Saterdag: Met dien verstande dat vir twee uur teen een en 'n derde maal die tydskaal betaal moet word; en

- (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag;

- (b) in die geval van 'n ander werknemer—

- (i) 46 in 'n week van Maandag tot en met Vrydag; en

(ii) nege en 'n kwart op 'n dag, Maandag tot en met Donderdag, en nege uur op Vrydag;

- (c) in die geval van 'n los arbeider, nege en 'n kwart op 'n dag.

(2) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n skofwerker, vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 'n drie-kwartier te werk nie, en gedurende sodanige pouse mag daar nie van dié werknemer vereis of hy nie toegelaat mag word om enige werk te doen nie en dié pouse word geag nie deel te wees van die gewone werkure of oortydwerk nie: Met dien verstande dat—

- (i) werktydperke wat deur pouses van minder as 'n drie-kwartier onderbreek word, uitgesonderd waar voorbehoudsbepaling (iv) van toepassing is, geag word ononderbroke te wees;

(ii) if such interval be longer than three quarters of an hour, any period in excess of one hour shall be deemed to be time worked;

(iii) not more than one such interval during the ordinary hours of work on any day shall be deemed not to form part of the ordinary hours of work;

(iv) when on any day by reason of overtime work the total period worked by an employee after the first meal interval of the day shall exceed seven hours, an employer shall, before the expiry of such seven hours period, give such employee a free meal in a second meal interval of 20 minutes, which shall be deemed to be part of the overtime hours of work:

Provided further that a shift worker shall be permitted to partake of meals or refreshments during working hours unless prohibited from doing so by virtue of any notice published in terms of section 27 of the Factories, Machinery and Building Work Act, 1941.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable in the middle of each morning and afternoon work period and during such interval such employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in subclause (1) shall be deemed to be overtime: Provided that no overtime may be worked without the authority of the employer.

(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than 10 hours in any week.

(7) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Sunday;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime.

(8) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than one and one third times his ordinary rate: Provided that payment for overtime in any week shall only be in respect of those hours worked which in the aggregate in any week exceed the number of ordinary hours prescribed in subclause (1), or such number of ordinary hours reduced by an authorised absence from work—

(a) on leave in terms of clause 7;

(b) on the instruction or with the permission of the employer; or

(c) on sick leave in terms of clause 10.

(9) *Free period of 24 hours.*—Notwithstanding the working days herein provided for, an employer shall grant to each of his shift workers a weekly free period of not less than 24 consecutive hours, which, if followed immediately by the 24-hour free period in respect of the next succeeding week, shall be 48 consecutive hours: Provided that—

(i) an employer shall, prior to the commencement of each shift cycle, display prominently on his premises a notice or time-table specifying the shifts to be worked and the 24- and 48-hour free periods of each employee during the ensuing shift cycle:

(ii) if an employer requires or permits such an employee to work in his 24- or 48-hour free period, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in subclause (1), and the payment therefor shall be in accordance with clause 8 (7) hereof.

(ii) indien dié pouse langer as 'n driekwartier sou duur, 'n tydperk van langer as een uur geag word tyd gewerk te wees;

(iii) hoogstens een sodanige pouse gedurende die gewone werkure op 'n dag geag word nie deel van die gewone werkure te wees nie;

(iv) wanneer, as gevolg van oortydwerk, die totale tydperk deur 'n werknemer ná die eerste etenspouse van 'n dag gewerk, langer as sewe uur is, 'n werkgever, voordat dié tydperk van sewe uur om is, aan so 'n werknemer 'n gratis ete in 'n tweede etenspouse van 20 minute moet verskaf, welke etenspouse as deel van die oortydwerkure geag moet word:

Voorts met dien verstande dat 'n skofwerker toegelaat moet word om etes of verversings gedurende werkure te nuttig tensy dit kragtens 'n kennisgewing, gepubliseer ingevolge artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verbied word.

(3) *Ruspouses.*—'n Werkgever moet so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan, en gedurende hierdie pouse mag daar nie van die werknemer vereis of hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van die werknemer uit ge maak.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (2), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(5) *Oortydwerk.*—Alle tyd wat gewerk word bo en behalwe die getal gewone werkure in subklousule (1) voorgeskryf, word geag oortydwerk te wees: Met dien verstande dat geen oortydwerk sonder die toestemming van die werkgever verrig mag word nie.

(6) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as 10 uur in 'n week oortydwerk te verrig nie.

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in hierdie klousule, mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:

(a) tussen 18h00 en 06h00;

(b) ná 13h00 op meer as vyf dae in 'n week;

(c) langer as twee uur oortyd op enige dag, behalwe dat 'n werknemer wat vyf dae per week werk, tot vier uur oortyd op 'n Saterdag kan werk;

(d) oortyd op meer as drie agtereenvolgende dae in 'n week;

(e) oortyd op meer as 60 dae in 'n jaar;

(f) na voltooiing van haar gewone werkure, langer as een uur oortyd op 'n dag, tensy hy—

(i) vóór middag die werknemer daarvan in kennis gestel het; of

(ii) die werknemer van 'n toereikende ete voorsien het en haar genoeg tyd toegelaat het om dit te nuttig voordat sy met oortydwerk moet begin.

(8) *Betaling vir oortydwerk.*—'n Werkgever moet 'n werknemer wat oortydwerk verrig, teen 'n skaal van minstens een en een derde maal sy gewone loon betaal: Met dien verstande dat betaling vir oortydwerk in 'n week slegs moet wees vir dié ure gewerk wat altesaam in 'n week meer is as die getal gewone werkure in subklousule (1) voorgeskryf, of dié getal gewone ure, verminder deur gemagtigde afwesigheid van die werk—

(a) met verlof kragtens klousule 7;

(b) in opdrag of met die toestemming van die werkgever; of

(c) met siekteverlof kragtens klousule 10.

(9) *Diensvrye periode van 24 uur.*—Ondanks die werkdae wat hierin bepaal word, moet 'n werkgever elk van sy skofwerkers 'n weeklikse diensvrye periode van minstens 24 agtereenvolgende ure toestaan, wat, indien dit onmiddellik gevolg word deur die diensvrye periode van 24 uur vir die volgende week, 48 agtereenvolgende ure moet wees: Met dien verstande dat—

(i) 'n werkgever vóór die aanvang van elke skofsiklus op opvallende wyse op sy perseel 'n kennisgewing of rooster moet vertoon waarin die skofte wat gewerk moet word en die diensvrye periodes van 24 en 48 uur van elke werknemer gedurende die daaropvolgende skofsiklus aangedui moet word;

(ii) indien 'n werkgever van so 'n werknemer vereis of hom toelaat om gedurende sy diensvrye periodes van 24 of 48 uur te werk, die ure aldus gewerk, geag word nie deel uit te maak van die gewone werkure in subklousule (1) voorgeskryf nie, en dat die besoldiging daarvoor ooreenkomstig klousule 8 (7) hiervan moet wees.



(10) *Casual 12-hour shift.*—An employee, other than a shift worker, required or permitted to work a casual 12-hour shift shall be paid at ordinary rates for the first nine and a quarter hours of any shift commencing on Monday to Thursday, inclusive, and for the first five hours of a shift commencing on a Friday, and shall be paid overtime at the rate of one and one third times his ordinary rate for the balance of such shift and for the first five hours of a shift commencing on a Saturday: Provided that any portion of such shifts worked between 00h01 and 24h00 on a Sunday shall be paid for at Sunday rates in accordance with clause 8 (5): Provided further that—

(i) a casual 12-hour shift may not commence on a day in which the employee has worked any ordinary daily working hours;

(ii) payment for a casual 12-hour shift shall in no way be governed by any other hours worked during that week, but shall be made only as herein provided;

(iii) if the work required of the employee is completed before the expiry of the casual 12-hour shift concerned he may go off duty forthwith returning to take up his normal daily work not less than six hours after ceasing such duty, and he shall nevertheless be paid for such casual 12-hour shift in full as herein provided;

(iv) an employee reporting back to his normal daily work six hours after completion of work on a casual 12-hour shift shall be deemed to have commenced his ordinary hours of work for that day at his normal starting time and shall be so paid;

(v) an artisan on a casual 12-hour shift shall, irrespective of the number of hours actually worked on such shift, be entitled to receive in respect of each such shift, shift allowances, in terms of clause 4 (5), for 12 hours.

(11) *Casual 8-hour shift.*—An employee, other than a shift worker, who is required to work on an 8-hour shift basis for a period of less than a full week, shall be paid at his ordinary hourly rates, plus, in the case of an artisan, the shift allowance prescribed in clause 4 (5), for the period so worked: Provided that work on such basis may not commence on a day in which the employee has worked any ordinary daily working hours.

(12) *Call out.*—On call out an employee shall be paid for not less than four hours and—

(a) in addition to the hours worked, for one hour at the rate applicable to him for ordinary time, overtime, Sunday or 24-hour free period time, as the case may be: Provided that this additional hour may not be added to the hours actually worked on a Sunday or 24-hour free period for payment purposes; and

(b) in relation to employees, other than shift workers, at the following rates for all hours worked between—

(i) clocking out and 22h00 on Monday to Friday, inclusive, or 07h00 to 22h00 on Saturday, not less than one and a half times his ordinary wage;

(ii) 22h00 and 07h00 on Monday to Saturday, inclusive, not less than double his ordinary wage;

(iii) 00h01 to 24h00 on Sunday, at the rates prescribed in clause 8 (5).

(13) *Savings.*—(a) The provisions of subclause (3) shall not apply to a shift worker.

(b) The provisions of subclauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work: Provided that, wherever possible, the following conditions shall be observed:

(i) After 18 hours, or at the maximum 25 hours (including hand-over period) of continuous working the employee shall be given a rest period of not less than eight hours: Provided that an employee, other than a shift worker, called out on emergency work before 01h00, shall for the purposes of this subparagraph be deemed to have been working continuously since he last commenced his day's work;

(ii) ordinary working hours lost in observing a compulsory rest period of eight hours shall be deemed to have been worked and shall be so paid.

(10) *Los 12-uur-skof.*—'n Werknemer, uitgesonderd 'n skofwerker, van wie vereis of wat toegelaat word om 'n los 12-uur-skof te werk, moet besoldig word teen die gewone skaal vir die eerste nege en 'n kwart uur van enige skof wat op Maandag tot en met Donderdag begin, asook vir die eerste vyf uur van 'n skof wat op 'n Vrydag begin, en moet oortyd-besoldiging betaal word teen 'n skaal van een en een derde maal sy gewone skaal vir die res van sodanige skof en vir die eerste vyf uur van 'n skof wat op 'n Saterdag begin: Met dien verstande dat daar ingevolge klousule 8 (5) vir enige gedeelte van sodanige skofte tussen 00h01 en 24h00 op 'n Sondag gewerk, teen die Sondagskaal betaal moet word: Voorts met dien verstande dat—

(i) 'n los 12-uur-skof nie mag begin op 'n dag waarop die werknemer reeds gewone daaglikse werkure gewerk het nie;

(ii) besoldiging vir 'n los 12-uur-skof geensins deur enige ander ure wat gedurende daardie week gewerk is, geraak mag word nie, maar slegs soos hierin bepaal, betaal moet word;

(iii) indien die werk wat die werknemer moet doen, voltooi word voordat die betrokke los 12-uur-skof verstryk het, hy dadelik van diens kan gaan om sy normale daaglikse werk minstens ses uur ná beëindiging van sodanige diens te hervat, en dat hy nogtans ten volle vir sodanige los 12-uur-skof betaal moet word soos hierin bepaal word;

(iv) 'n werknemer wat hom vir sy gewone daaglikse werk aanmeld ses uur ná voltooiing van werk op 'n los 12-uur-skof, geag moet word sy gewone werkure vir daardie dag op die gewone aanvangstyd te begin het en aldus besoldig moet word;

(v) 'n ambagsman op 'n los 12-uur-skof geregtig is om vir elke sodanige skof skoftoeleas ingevolge klousule 4 (5) vir 12 uur te ontvang, ongeag die getal ure wat daar inderdaad op sodanige skof gewerk is.

(11) *Los 8-uur-skof.*—'n Werknemer, uitgesonderd 'n skofwerker, wat vir 'n tydperk van minder as 'n volle week op 'n 8-uur-skofbasis moet werk, moet vir die tydperk aldus gewerk teen sy gewone uurloon besoldig word plus, in die geval van 'n ambagsman, die skoftoeleas wat in klousule 4 (5) voorgeskryf word: Met dien verstande dat werk op sodanige grondslag nie op 'n dag mag begin waarop die werknemer enige gewone daaglikse werkure gewerk het nie.

(12) *Gereedstaantyd.*—Wanneer 'n werknemer gereed moet staan, moet hy vir minstens vier ure betaal word en—

(a) benewens die ure gewerk, vir een uur betaal word teen die skaal op hom van toepassing vir gewone tyd, oortyd, Sondag of die diensvrye periode van 24 uur, na gelang van die geval: Met dien verstande dat hierdie ekstra uur vir doeleindes van besoldiging nie by die ure wat werklik op 'n Sondag of in die diensvrye periode van 24 uur gewerk is, gevoeg mag word nie; en

(b) met betrekking tot 'n werknemer, uitgesonderd 'n skofwerker, teen die volgende skale betaal word vir alle ure gewerk tussen—

(i) uitkloktid en 22h00 op Maandag tot en met Vrydag, of 07h00 tot 22h00 op Saterdag, teen minstens een en 'n half maal sy gewone loon;

(ii) 22h00 en 07h00 op Maandag tot en met Saterdag, teen minstens dubbel sy gewone loon;

(iii) 00h01 tot 24h00 op Sondag, teen die skale in klousule 8 (5) voorgeskryf.

(13) *Voorbehoudsbepalings.*—(a) Subklousule (3) is nie op 'n skofwerker van toepassing nie.

(b) Subklousules (3), (4) en (6) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie: Met dien verstande dat die volgende voorwaardes sover moontlik nagekom moet word:

(i) Ná 18 uur, of hoogstens 25 uur (met inbegrip van die oorgetyd) ononderbroke werk, moet die werknemer 'n rustydperk van minstens agt uur toegestaan word: Met dien verstande dat 'n werknemer, uitgesonderd 'n skofwerker, wat voor 01h00 uur vir noodwerk uitgeroep word, vir die toepassing van hierdie subparagraaf geag word ononderbroke te gewerk het sedert hy laas sy dag se werk begin het;

(ii) verlies van gewone werkure by die nakoming van 'n verpligte rustydperk van agt uur geag moet word gewerk te gewees het, en daarvoor moet aldus betaal word.

## 7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual labourer, in respect of each completed period of 12 months of employment with him—

(a) with regard to employees who have completed less than eight years' service with the employer—

(i) in the case of Grade V employees, two weeks' and one working day's leave on full pay;

(ii) in the case of Grade IV employees, two weeks' and two working days' leave on full pay;

(iii) in the case of Grade III and Grade IIIA employees, two weeks' and three working days' leave on full pay;

(iv) in the case of Grade II employees, three weeks' leave on full pay;

(v) in the case of all other employees, three weeks' and one working day's leave on full pay;

(b) with regard to employees who have completed eight years' service or more with the employer—

(i) in the case of Grade V employees, three weeks' leave on full pay;

(ii) in the case of Grade IV employees, three weeks' and one working day's leave on full pay;

(iii) in the case of Grade III and Grade IIIA employees, three weeks' and two working days' leave on full pay;

(iv) in the case of Grade II employees, three weeks' and four working days' leave on full pay;

(v) in the case of all other employees, four weeks' leave on full pay.

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

(i) if such leave has not been granted earlier, it shall be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiry of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiry of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave nor, unless the employee so requests and the employer agrees, in writing, with any period of military service;

(iii) if any of the statutory holidays falls within the period of such leave, another work-day shall, for each holiday, be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates: Provided that the period offset does not reduce the balance to less than two weeks;

(v) no employee shall engage in any employment for gain during the period of his leave;

(vi) if the employee so requests, and the employer agrees, in writing, one week of the leave referred to in subclause (1) (a) and (b) may be accumulated up to a maximum of four weeks: Provided further than the two consecutive weeks' leave then taken by the employee shall include three week-ends.

(3) *Leave remuneration.*—The remuneration in respect of annual leave referred to in subclause (1), together with leave bonus, if any, shall be paid on the last pay-day before the date of the commencement of such leave.

(4) *Pro rata leave.*—An employee whose contract of employment is terminated during any period of 12 months shall, upon such termination, and in addition to any other remuneration that may be due to him, be paid—

(a) his full leave pay and leave bonus, if any, for any leave accrued in terms of subclause (1) hereof and which has not been taken;

(b) the pro rata amount, including leave bonus and, subject to the provisions of clause 5 (2) (f), any entitlement under clause 8 (3), if any, due for any leave from the employee's leave anniversary or date of engagement to the date of termination: Provided that an employer may make a proportionate deduction in respect of any period of leave

## 7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los arbeider, ten opsigte van elke voltooide tydperk van 12 maande diens by hom, verlof soos volg toestaan:

(a) Aan werknemers wat minder as agt jaar diens by die werkgewer voltooi het—

(i) in die geval van werknemers graad V, twee weke en een werkdag verlof met volle besoldiging;

(ii) in die geval van werknemers graad IV, twee weke en twee werkdag verlof met volle besoldiging;

(iii) in die geval van werknemers graad III en graad IIIA, twee weke en drie werkdag verlof met volle besoldiging;

(iv) in die geval van werknemers graad II, drie weke verlof met volle besoldiging;

(v) in die geval van alle ander werknemers, drie weke en een werkdag verlof met volle besoldiging;

(b) aan werknemers wat agt jaar diens of langer by die werkgewer voltooi het—

(i) in die geval van werknemers graad V, drie weke verlof met volle besoldiging;

(ii) in die geval van werknemers graad IV, drie weke en een werkdag verlof met volle besoldiging;

(iii) in die geval van werknemers graad III en graad IIIA, drie weke en twee werkdag verlof met volle besoldiging;

(iv) in die geval van werknemers graad II, drie weke en vier werkdag verlof met volle besoldiging;

(v) in die geval van alle ander werknemers, vier weke verlof met volle besoldiging.

(2) Die verlof in subklousule (1) bedoel, moet toegestaan word op die tyd wat die werkgewer vasstel: Met dien verstande dat—

(i) indien dié verlof nie eerder toegestaan is nie, dit toegestaan moet word om te begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, indien die werkgewer en werknemer skriftelik daartoe ooreengekom het voor die verstryking van genoemde tydperk van vier maande, die werkgewer sodanige verlof aan die werknemer moet toestaan met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie mag saamval met siekteverlof of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 'n tydperk van militêre diens nie;

(iii) indien enigeen van die statutêre vakansiedae binne die tydperk van dié verlof val, nog 'n werkdag ter vervanging van elke sodanige vakansiedag as bykomende verlof met volle besoldiging by genoemde tydperk gevoeg moet word;

(iv) 'n werkgewer van dié verloftydperk enige dag geleentheidsverlof mag aftrek wat met volle besoldiging op die skriftelike versoek van sy werknemer toegestaan is gedurende die 12 maande diens waarop die tydperk van verlof betrekking het: Met dien verstande dat die tydperk aldus afgetrek nie die oorblywende verlof op minder as twee weke te staan laat kom nie;

(v) geen werknemer gedurende sy verloftydperk vir vergoeding mag werk nie;

(vi) indien die werknemer dit versoek en die werkgewer skriftelik daarmee instem, een week van die verlof in subklousule (1) (a) en (b) bedoel, kan oploep tot hoogstens vier weke: Voorts met dien verstande dat die twee agtereenvolgende weke verlof wat die werknemer dan neem, drie naweke insluit.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) bedoel, tesame met enige verlofbonus, as daar is, moet op die laaste betaaldag vóór die aanvang van dié verlof betaal word.

(4) *Pro rata-verlof.*—'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande beëindig word, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees die volgende betaal word:

(a) Sy volle verlofbesoldiging en verlofbonus, as daar is, vir enige verlof wat ingevolge subklousule (1) hiervan opgeloopt het en nie geneem is nie;

(b) die pro rata-bedrag, met inbegrip van die verlofbonus en, behoudens klousule 5 (2) (f), enige aanspraak op grond van klousule 8 (3), as daar is, wat verskuldig is vir enige verlof, vanaf die werknemer se verlofverjaarsdag of datum van indiensneming tot die datum van diensbeëindiging: Met dien verstande dat 'n werkgewer 'n eweredige aftrekking mag maak ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge die vierde voorbehoudsbepaling van sub-



granted to an employee in terms of the fourth proviso to subclause (2): Provided further that an employee—

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

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

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this paragraph.

(5) *Leave bonus.*—Leave bonus shall be paid by the employer as follows:

(a) With regard to employees who have completed less than five years' service, 3,70 per cent of the annual salary;

(b) with regard to employees who have completed five years' service or more but less than eight years' service, 4,17 per cent of the annual salary;

(c) with regard to employees who have completed eight years' service or more, 4,63 per cent of the annual salary:

Provided that this shall be reduced pro rata for any breaks in employment, other than those provided for in subclause (6) hereof. Leave bonus shall not be accumulated and shall be paid in full not later than the last pay-day before an employee commences the major portion of his leave in any year.

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

(a) absent on leave in terms of subclause (1) hereof;

(b) absent from work on the instructions or with the permission of his employer;

(c) absent on sick leave in terms of clause 10 or the scheme referred to in clause 11 as the case may be;

(d) undergoing any military service in pursuance of the Defence Act of 1957;

amounting in the aggregate in any year to not more than 16 weeks in respect of items (a), (b) and (c), plus not more than four months of service undergone in terms of item (d) in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

(7) *Savings.*—The provisions of the third proviso to subclause (2) (c) shall not apply to a shift worker.

## 8. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employee, other than a shift worker, shall, subject to subclause (4), be entitled to and be granted paid leave on all statutory holidays when they fall on a normal work-day and payment therefor shall be made at the same rate as the employee would have received had he worked on such day: Provided that an employee may be required to work on such day.

(2) An employee, other than a shift worker, required to work on any of the said public holidays shall be paid not less than one and a half times his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(3) Shift workers shall, in substitution for the statutory holidays as they fall due, be granted, subject to subclause (4), in each year an additional day's leave on full pay for each such statutory holiday: Provided that such additional leave may not be accumulated.

(4) An employee shall only be entitled to payment for any statutory holiday or to an additional day's paid leave in sub-

clause (2) toegestaan is: Voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder kennisgewing en sonder om die kennisgewingstydperk in klousule 13 voorgeskryf, uit te dien, tensy die werkgever die kennisgewing kwytgeskeld het of die werknemer die werkgever in plaas van kennisgewing betaal het; of

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

(iii) wat deur sy werkgever sonder kennisgewing om 'n regsgeldige rede vir sodanige ontslag sonder kennisgewing ontslaan word;

geen aanspraak op betaling kragtens hierdie paragraaf het nie.

(5) *Verlofbonus.*—Verlofbonus moet deur die werkgever soos volg betaal word:

(a) Aan werknemers wat minder as vyf jaar diens voltooi het, 3,70 persent van die jaarlikse salaris;

(b) aan werknemers wat vyf jaar diens of langer maar minder as agt jaar diens voltooi het, 4,17 persent van die jaarlikse salaris;

(c) aan werknemers wat agt jaar diens of langer voltooi het, 4,63 persent van die jaarlikse salaris:

Met dien verstande dat dit pro rata verminder moet word vir diensonderbrekings, uitgesonderd dié in subklousule (6) hiervan bepaal. Verlofbonus mag nie ooploop nie en moet ten volle betaal word voor of op die laaste betaaldag voordat die grootste gedeelte van 'n werknemer se verlof in die jaar begin.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin die werknemer—

(a) met verlof ooreenkomstig subklousule (1) hiervan afwesig is;

(b) op las of met die toestemming van sy werkgever van sy werk afwesig is;

(c) ooreenkomstig klousule 10 of die skema in klousule 11 bedoel, na gelang van die geval, met siekteverlof afwesig is;

(d) militêre diens, ingevolge die Verdedigingswet, 1957, ondergaan;

wat altesaam in 'n jaar hoogstens 16 weke beloop ten opsigte van items (a), (b) en (c), plus hoogstens vier maande diens wat ingevolge item (d) in daardie jaar ondergaan is, en diens word geag te begin—

(i) in die geval van 'n werknemer wat vóór die inwerkingtreding van hierdie Ooreenkoms op verlof kragtens enige wet geregtig geword het, met ingang van die datum waarop sodanige werknemer laas op sodanige verlof kragtens so 'n wet geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was vóór die aanvangsdatum van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie op verlof daarkragtens geregtig geword het nie, met ingang van die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, met ingang van die datum waarop dié werknemer by sy werkgever in diens getree het, of met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

(7) *Voorbehoudsbepaling.*—Die derde voorbehoudsbepaling van subklousule (2) (c) is nie op 'n skofwerker van toepassing nie.

## 8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens subklousule (4), is 'n werknemer, uitgesonderd 'n skofwerker, geregtig op verlof met volle besoldiging, (en dit moet aan hom toegestaan word) op alle statutêre vakansiedae wanneer hulle op 'n gewone werkdag val en besoldiging daarvoor moet teen dieselfde skaal betaal word wat die werknemer sou ontvang het indien hy op dié dag gewerk het: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(2) 'n Werknemer, uitgesonderd 'n skofwerker, van wie vereis word om op enigen van genoemde openbare vakansiedae te werk, moet minstens een en 'n half maal sy gewone besoldiging betaal word vir die totale tydperk op so 'n dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(3) Behoudens subklousule (4), moet skofwerkers, in die plek van die statutêre vakansiedae soos hulle voorkom, elke jaar 'n bykomende dag verlof met volle besoldiging vir elke sodanige statutêre vakansiedag toegestaan word: Met dien verstande dat sodanige bykomende verlof nie mag ooploop nie.

(4) 'n Werknemer is geregtig op betaling vir 'n statutêre vakansiedag of op 'n bykomende dag verlof met volle besol-

stitution therefor, as the case may be, if he has worked both his work-days immediately preceding and immediately following such public holiday unless he was absent on either or both of such days—

- (a) on leave in terms of clause 7;
- (b) on the instructions or with the permission of the employer; or
- (c) on sick leave in terms of clause 10.

(5) Whenever an employee, other than a shift worker, works on a Sunday, the employer shall pay to such employee—

- (a) in the case of an artisan and any employees working with him, if he so works for a period not exceeding two hours, four hours' normal pay; and
- (b) if he so works for a period not exceeding four hours, nine and a quarter hours' normal pay;
- (c) if he so works for a period exceeding four hours but not exceeding nine and a quarter hours, 18½ hours' normal pay;
- (d) if he so works for a period exceeding nine and a quarter hours, double his ordinary hourly rate of pay for the total period worked on such Sunday.

(6) Whenever a shift worker works on a Sunday, his employer shall pay him not less than one and a half time his hourly wage for the total period worked by him on such Sunday.

(7) Whenever a shift worker works in his 24-hour or 48-hour free period, his employer shall pay him at a rate not less than double his ordinary rate of remuneration in respect of the total period worked, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater.

#### 9. PENSION BENEFITS

All employees who are eligible for membership of the pension fund to which the employer subscribes shall become members and shall pay the required premiums and be subject to the rules, from time to time, governing such fund.

#### 10. SICK LEAVE

(1) An employer shall grant to his employee, other than a casual labourer or a task worker, who is absent from work through incapacity, sick leave on the following basis and pay such employee in respect of any period of absence in terms of this subclause not less than the remuneration herein provided for:

<i>Length of employment</i>	<i>Maximum entitlement in any one year of service</i>
Up to 24 months .....	Up to 4 weeks .....
After 24 months .....	Up to 6 weeks .....
After 30 months .....	Up to 8 weeks .....
After 36 months .....	Up to 13 weeks .....

The first four weeks shall be paid at 75 per cent of the employee's normal pay and the remainder, if applicable, at 50 per cent of his normal pay: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave at a rate of more than, in the case of an employee who works a five-day week, two working days in respect of each completed period of five weeks of employment and, in the case of every other employee, two working days in respect of each completed month of employment;

(ii) no such leave may be accumulated;

(iii) the employer may require the production of a certificate signed by the company medical officer showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed.

(2) For the purposes of this clause, the expression—

(a) "employment" shall have the same meaning as in clause 7 (6);

(b) "incapacity" means inability to work owing to any sickness or injury, other than that caused by—

(i) an employee's own misconduct; or

(ii) assault, whether provoked or not; or

(iii) an accident within the meaning of the Workmen's Compensation Act, 1941.

(3) *Savings.*—The provisions of this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to that made by the employee, to any fund or organisation which guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less, in the aggregate in any one year, than the benefits set out in subclause (1) hereof.

diging in die plek daarvan, na gelang van die geval, slegs indien hy op albei sy werkdae onmiddellik voor en onmiddellik na sodanige openbare vakansiedag gewerk het, behalwe wanneer hy op een of albei sodanige dae afwesig was—

(a) met verlof kragtens klousule 7;

(b) in opdrag of met die toestemming van die werkgever; of

(c) met siekteverlof kragtens klousule 10.

(5) Wanneer 'n werknemer, uitgesonderd 'n skofwerker, op 'n Sondag werk, moet die werkgever sodanige werknemer die volgende betaal:

(a) In die geval van 'n ambagsman en werknemers wat saam met hom werk, indien hy aldus vir 'n tydperk van hoogstens twee uur werk, vier uur se gewone besoldiging; en

(b) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, nege en 'n kwart uur se gewone besoldiging;

(c) indien hy aldus vir 'n tydperk van meer as vier uur maar hoogstens nege en 'n kwart uur werk, 18½ uur se gewone besoldiging;

(d) indien hy aldus vir 'n tydperk van meer as nege en 'n kwart uur werk, dubbel sy gewone uurloon vir die hele tydperk op sodanige Sondag gewerk.

(6) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkgever hom minstens een en 'n half maal sy uurloon betaal vir die hele tydperk wat hy op so 'n Sondag werk.

(7) Wanneer 'n skofwerker in sy diensvrye periode van 24 uur of 48 uur werk, moet sy werkgever hom betaal teen 'n skaal van minstens dubbel sy gewone loon vir die hele tydperk gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat gewoonlik deur hom op 'n weeksdag gewerk word, naamlik die grootste bedrag.

#### 9. PENSIOENVOORDELE

Alle werknemers wat in aanmerking kom vir lidmaatskap van die pensioenfonds waarin die werkgever deelneem, moet lede daarvan word en die vereiste premies betaal en is onderworpe aan sodanige fonds se reëls soos dit van tyd tot tyd bestaan.

#### 10. SIEKTEVERLOF

(1) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n los arbeider of 'n taakwerker, wat weens ongeskiktheid van sy werk afwesig is, siekteverlof op onderstaande grondslag toestaan, en sodanige werknemer ten opsigte van 'n tydperk van afwesigheid ooreenkomstig hierdie subklousule minstens die besoldiging betaal soos hieronder bepaal:

<i>Dienstermyn</i>	<i>Maksimum waarop geregtig in een jaar diens</i>
Tot 24 maande .....	Tot 4 weke .....
Na 24 maande .....	Tot 6 weke .....
Na 30 maande .....	Tot 8 weke .....
Na 36 maande .....	Tot 13 weke .....

Die bedrag wat vir die eerste vier weke betaal word, is 75 persent van die werknemer se gewone loon en dié vir die oorblywende tydperk, indien van toepassing, 50 persent van sy gewone loon: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, twee werkdae ten opsigte van elke voltooië tydperk van vyf weke diens en, in die geval van alle ander werknemers, twee werkdae ten opsigte van elke voltooië maand diens;

(ii) geen sodanige verlof mag ooploop nie;

(iii) die werkgever kan vereis dat 'n sertifikaat wat deur die mediese beampte van die maatskappy onderteken is en wat die aard en duur van die werknemer se siekte meld, ingedien word ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word.

(2) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) "diens" dieselfde as in klousule 7 (6);

(b) "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

(ii) aanranding, hetsy dit uitgelok is of nie; of

(iii) 'n ongeluk binne die bestek van die Ongevallewet, 1941.

(3) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing nie op 'n werknemer op wie se skriftelike versoek die werkgever 'n bedrag, wat minstens gelyk is aan die werknemer se bydrae, bydra tot 'n fonds of organisasie wat aan die werknemer, ingeval hy ongeskik sou raak onder die omstandighede in hierdie klousule uiteengesit, in enige bepaalde jaar betaling waarborg van altesaam minstens die voordele in subklousule (1) hiervan uiteengesit.



### 11. MEDICAL AID SCHEME

All employees who are acceptable to, and eligible for membership of, the medical aid scheme to which the employer subscribes, shall be come members and shall pay the required premiums and be subject to the rules, from time to time, governing such scheme.

### 12. PRODUCTION BONUS

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of this Agreement, other than this clause, an employer may pay an employee additional remuneration in the form of a production bonus.

(2) An employer who introduces or amends a production bonus scheme shall notify the trade union parties to this Agreement whose members are involved, and shall publish details of the scheme or amendment in the workplace of the employees concerned, filing a copy with the Secretaries.

Should the scheme or amendment not meet with the approval of the trade union parties, the matter shall be debated forthwith between the employer and the trade union concerned.

### 13. TERMINATION OF CONTRACT OF SERVICE

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

In the case of all employees—

(a) during the first three months of employment, not less than 24 hours;

(b) thereafter, not less than two calendar weeks;

notice of termination, or an employer or his employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than the equivalent wage which the employee is receiving at the date of such termination in respect of the requisite period of notice: Provided that this shall not effect—

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

(ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for longer than the notice prescribed in this clause;

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

(2) When an agreement is entered into in terms of the second proviso to subclause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

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

(a) on annual leave in terms of clause 7;

(b) on sick leave in terms of clause 10 or the scheme referred to in clause 11, as the case may be;

(c) whilst undergoing military service in pursuance of the Defence Act, 1957.

(4) The notice referred to in subclause (1) shall take effect from the time it is given and, save as provided in subclause (3), may be given at any time: Provided that such notice shall always be deemed to expire at the end of the shift or day's work following the day on which it is given.

### 14. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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

### 15. ISSUE OF CERTIFICATES

No employer shall, after one month from the date of coming into operation of this Agreement, employ any person on artisan's work 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 unless such employee is in possession of a certificate recognised or issued by the Council enabling him to be employed as an artisan: Provided that an employee shall be entitled to apply to the Council for a certificate enabling him to be employed as an artisan, and he may, if granted such certificate, be employed thereafter on the work of an artisan.

### 11. MEDIESE HULPSKEMA

Alle werknemers wat aanneemlik is en in aanmerking kom vir lidmaatskap van die mediese hulpskema waaraan die werkgewer deelneem, moet lede daarvan word en die vereiste premies betaal en is onderworpe aan die skema se reëls soos dit van tyd tot tyd bestaan.

### 12. PRODUKSIEBONUS

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy kragtens hierdie Ooreenkoms, uitgesonderd hierdie klousule, geregtig is nie, kan 'n werkgewer aan 'n werknemer bykomende besoldiging betaal in die vorm van 'n produksiebonus.

(2) 'n Werkgewer wat 'n produksiebonusskema invoer of wysig, moet die vakverenigings wat partye by hierdie Ooreenkoms is en wie se lede daarby betrokke is, daarvan verwittig en hy moet besonderhede van die skema of 'n wysiging daarvan in die werkplek van die betrokke werknemers opklap, en 'n kopie daarvan by die sekretaris indien.

Ingeval die skema of wysiging nie die goedkeuring van die vakverenigingsparty wegdra nie, moet die werkgewer en die betrokke vakvereniging die saak onmiddellik met mekaar bespreek.

### 13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los arbeider, wat van voorneme is om die dienskontrak te beëindig, moet die volgende kennis van diensbeëindiging gee:

In die geval van alle werknemers—

(a) gedurende die eerste drie maande diens, minstens 24 uur;

(b) daarna, minstens twee kalenderweke;

of 'n werkgewer of sy werknemer kan die kontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing minstens 'n bedrag gelyk aan die loon wat die werknemer op die datum van sodanige diensbeëindiging vir die vereiste kennisgewingstydperk ontvang, aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval: Met dien verstande dat dit nie inbreuk maak nie op—

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(iii) die werking van enige verbeurings of strafbepalings wat regtens toegepas kan word ingeval 'n werknemer dros.

(2) As 'n ooreenkoms aangegaan word kragtens die tweede voorbehoudsbepaling van subklousule (1), moet die betaling in plaas van die kennisgewing in verhouding wees tot die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) bedoel, moet nie gegee word gedurende, en geen tydperk daarvan moet saamval met 'n werknemer se afwesigheid—

(a) met jaarlikse verlof kragtens klousule 7 nie;

(b) met siekteverlof kragtens klousule 10 of die skema in klousule 11 bedoel nie, na gelang van die geval;

(c) terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(4) Die kennisgewing in subklousule (1) bedoel, word van krag vanaf die tyd wat dit gegee word en kan, behoudens subklousule (3), te eniger tyd gegee word: Met dien verstande dat sodanige kennisgewing altyd geag word te verstryk aan die einde van die skof of dag se werk wat volg op die dag waarop dit gegee word.

### 14. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

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

### 15. UITREIKING VAN SERTIFIKATE

Ná 'n maand vanaf die datum van inwerkingtreding van hierdie Ooreenkoms mag geen werkgewer iemand as ambagsman in diens neem nie behalwe 'n werknemer wat sy leerkontrak voltooi het ingevolge die Wet op Vakleerlinge of 'n ander kontrak wat deur die Raad erken word, tensy sodanige werknemer in besit is van 'n sertifikaat wat deur die Raad

## 16. AGENTS

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

## 17. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, every employer shall deduct the following amount from the earnings of each of his employees to whom this Agreement applies:

<i>Class of employee</i>	<i>Deduction per week Cents</i>
Grade V employee.....	2
Grade III and Grade IV employees.....	4
Grade IIIA and Grade II employees.....	6
All other employees.....	8

To the aggregate of the amounts deducted the employer shall add an equal amount and forward, not later than the 15th day of the following month, the total sum for the month in question to the Secretary of the Council, accompanied by a statement showing the total number of employees concerned.

## 18. REGISTRATION OF EMPLOYERS

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

- His full name and address;
- his business address;
- the date of commencement of operation;
- the number of employees falling under the jurisdiction of the Council.

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

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

## 19. TRADE UNIONS

(1) The employer shall recognise and conduct all negotiations on working conditions as covered by this Agreement with the undermentioned trade unions during the operation of this Agreement:

Amalgamated Engineering Union of South Africa; and the South African Electrical Workers' Association.

(2) On receipt of the appropriate form, duly completed by an employee, requesting deduction of trade union membership subscriptions, the employer shall deduct, with effect from the commencement of the first pay-week thereafter, weekly subscriptions and shall pay over by cheque to the authorised banking account of the relevant union the amounts so collected each month: Provided always that there shall be a payment due to each such employee from which such deduction can be made, and that after the expiry of three months from the date of such first deduction an employee may revoke such authority on giving not less than four complete pay-weeks notice, in writing, to the employer.

(3) While the employer will not permit within the factory premises any trade union organisational work or activity during normal working hours, the employer shall give to any of his employees who are on the Council every facility to attend to their duties in connection with the Council.

## 20. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

The employer shall not employ any person under the age of 15 years.

erken of uitgereik word en wat hom in staat stel om as ambagsman in diens geneem te word: Met dien verstande dat 'n werknemer daarop geregtig is om by die Raad aansoek te doen om 'n sertifikaat wat hom in staat stel om as ambagsman in diens geneem te word, en indien so 'n sertifikaat aan hom uitgereik word, kan hy daarna as ambagsman in diens geneem word.

## 16. AGENTE

Die Raad kan een of meer aangewese persone aanstel as agente om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Die werkgewers en werknemers is verplig om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te onder-  
vra wat vir hierdie doel nodig mag wees.

## 17. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer die volgende bedrae aftrek van die verdienste van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is:

<i>Klas werknemer</i>	<i>Aftrekking per week Sent</i>
Werknemer Graad V.....	2
Werknemer Graad III en Graad IV.....	4
Werknemer Graad IIIA en Graad II.....	6
Alle ander werknemers.....	8

By die totaal van die bedrae afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale som vir die betrokke maand vóór of op die 15de dag van die volgende maand aan die Sekretaris van die Raad stuur, tesame met 'n staat wat die totale getal betrokke werknemers aantoon.

## 18. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nie reeds ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf die datum waarop die Ooreenkoms in werking tree, en elke werkgewer wat ná daardie datum tot die Oplospulpnywerheid toetree, moet binne een maand vanaf die datum waarop hy met werksaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad stuur:

- Sy volle naam en adres;
- sy besigheidsadres;
- die aanvangsdatum van werksaamhede;
- die getal werknemers wat onder die jurisdiksie van die Raad val.

(2) As die werkgewer 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig subklousule (1) van hierdie klousule ten opsigte van elke vennoot of die direkteure van die maatskappy verstrek word, asook die naam waaronder die vennootskap sake doen.

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

## 19. VAKVERENIGINGS

(1) Die werkgewer moet ondergenoemde vakverenigings erken, en alle onderhandelings oor diensvoorwaardes, soos deur hierdie Ooreenkoms gedek, met hulle voer solank hierdie Ooreenkoms van krag bly:

Amalgamated Engineering Union of South Africa;  
South African Electrical Workers' Association.

(2) By ontvangs van die betrokke vorm, behoorlik ingevul deur 'n werknemer, waarin die aftrekking van vakverenigings-  
ledesgeld versoek word, moet die werkgewer met ingang van die eerste betaalweek daarna, weekliks ledegeld aftrek en die bedrae aldus elke maand ingevorder, per tjek in die goedgekeurde bankrekening van die betrokke vereniging stort: Met dien verstande altyd dat daar 'n betaling aan elke sodanige werknemer verskuldig is waarvan dié aftrekking gemaak kan word, en dat ná die verstryking van drie maande met ingang van die datum van die eerste aftrekking, 'n werknemer dié magtiging kan herroep deur die werkgewer minstens vier volle betaalweke skriftelik daarvan kennis te gee.

(3) Hoewel die werkgewer geen vakverenigingsorganisasie-  
werk of -bedrywighede op of in die fabriekspersone gedurende gewone werke sal toelaat nie, moet hy aan enigiemand van sy werknemers wat lede van die Raad is, alle fasiliteite verleen om hul pligte in verband met die Raad na te kom.

## 20. VERBOD OP INDIENSNEMING VAN ENIGIEMAND ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.



## 21. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may after one week's notice, in writing, to the person concerned, withdraw such exemption, whether or not the period for which it was granted, has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause, a licence signed by him 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; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences; and
- (b) retain a copy of each licence issued.

(5) Where any exemption is applied for affecting the conditions of employment of any employee, such application for exemption must be submitted, in writing, to the Secretary of the Council, duly signed by the employer and employee affected.

(6) The employer shall observe the provisions of any licence of exemption issued in terms of this clause.

## 22. ADMINISTRATION OF AGREEMENT

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

This Agreement signed in Durban on behalf of the parties this 8th day of November 1978.

O. W. TANTON, Chairman of the Council.

A. BRITZ, Vice-Chairman of the Council.

N. M. W. VERMEULEN, Secretary of the Council.

No. R. 1238

15 June 1979

### Factories, Machinery and Building Work Act, 1941

#### Dissolving Pulp Manufacturing Industry

I, Stephanus Petrus Botha, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Dissolving Pulp Manufacturing Industry, published under Government Notice R. 1237 of 15 June 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Labour.

## 21. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes stel waarop die vrystellings verleen word en die tydperk waarin dit van krag is, en hy kan na een week se skriftelike kennisgewing aan die betrokke persoon dié vrystelling intrek, hetsy die tydperk waarvoor dit toegestaan is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge hierdie klousule toegestaan is, 'n sertifikaat uitreik wat deur hom onderteken is en waarin onderstaande vermeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer; en
- (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word.

(5) Indien daar om vrystelling aansoek gedoen word wat die diensvoorwaardes van enige werknemer raak, moet sodanige aansoek om vrystelling, behoorlik deur die werkgewer en die betrokke werknemer onderteken, skriftelik aan die Sekretaris van die Raad voorgelê word.

(6) Die werkgewer moet die bepalings van enige vrystelling-sertifikaat, uitgereik ingevolge hierdie klousule, nakom.

## 22. ADMINISTRASIE VAN OOREENKOMS

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

Namens die partye op hede die 8ste dag van November 1978 te Durban onderteken.

O. W. TANTON, Voorsitter van die Raad.

A. BRITZ, Ondervoorsitter van die Raad.

N. M. W. VERMEULEN, Sekretaris van die Raad.

No. R. 1238

15 Junie 1979

### Wet op Fabriek, Masjinerie en Bouwerk, 1941

#### Oplospulpnywerheid

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Oplospulpnywerheid, gepubliseer by Goewermentskennisgewing R. 1237 van 15 Junie 1979, oor die algemeen vir werknemers wie se werkuur en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

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