



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 3222

REGULASIEKOERANT No. 3222

PRICE (GST included) 30c PRYS (AVB ingesluit)

Registered at the Post Office as a Newspaper

ABROAD 40c BUITELANDS

As 'n Nuusblad by die Poskantoor Geregistreer

POST FREE · POSVRY

Vol. 192]

PRETORIA, 26 JUNE 1981
JUNIE

[No. 7641

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1336

26 June 1981

INDUSTRIAL CONCILIATION ACT, 1956

**TOBACCO MANUFACTURING INDUSTRY
(RUSTENBURG)**

I, Stephanus Petrus Botha, Minister of Manpower, 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 Tobacco Manufacturing Industry shall be binding, with effect from 1 July 1981 and for the period ending 30 June 1984, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(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) (a), 2, 5 (7) (a) (ii), 18 and 19, shall be binding, with effect from 1 July 1981 and for the period ending 30 June 1984, 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 municipal area of Rustenburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the municipal area of Rustenburg and with effect from 1 July 1981 and for the period ending 30 June 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (a) (ii), 18 and 19, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1336

26 Junie 1981

WET OP NYWERHEIDSVERSOENING, 1956

TABAKNYWERHEID (RUSTENBURG)

Ek, Stephanus Petrus Botha, Minister van Mannekrag, 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 Tabaknywerheid betrekking het, met ingang van 1 Julie 1981 en vir die tydperk wat op 30 Junie 1984 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (7) (a) (ii), 18 en 19, met ingang van 1 Julie 1981 en vir die tydperk wat op 30 Junie 1984 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 munisipale gebied van Rustenburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (7) (a) (ii), 18 en 19, met ingang van 1 Julie 1981 en vir die tydperk wat op 30 Junie 1984 eindig, in die munisipale gebied van Rustenburg *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekrag.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TOBACCO
MANUFACTURING INDUSTRY (RUSTENBURG)

AGREEMENT

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

United Tobacco Company Limited

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

Rustenburg Tabakwerkersvereniging

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

being the parties to the Industrial Council for the Tobacco Manufacturing Industry (Rustenburg).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Tobacco Manufacturing Industry (Rustenburg)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed respectively in the said Industry;

(b) within the Municipal Area of Rustenburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom wages are prescribed in the Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation for the period ending 30 June 1984 or for such period as may be determined by him.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments thereto; words importing the masculine gender shall include females; and for the purposes of this Agreement an employee shall be deemed to be in that category in which he is wholly or mainly engaged; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"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 under the Apprenticeship Act, 1944, or who 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;

"assistant foreman" means an employee who assists a foreman in the performance of his duties and who may act for him during his absence;

"boiler attendant" means an employee engaged in firing a boiler and maintaining correct water level and authorised steam pressure, and who also maintains and draws the fires and/or removes the ashes;

"canteen supervisor" means an employee responsible for the supervision of a canteen;

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

"chargehand" means an employee who, under the supervision of a foreman, assistant foreman, despatch clerk, storeman or supervisor is in charge of grade II and/or grade IIA and/or grade III and/or grade IV employees and/or labourers;

"despatch clerk" means an employee who is engaged in factory clerical duties and who is primarily responsible for the packing and/or checking of goods for transport or delivery and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

"despatch clerk, qualified," means a despatch clerk who has had not less than five years' experience;

"despatch clerk, unqualified," means a despatch clerk who has had less than five years' experience;

"establishment" means any premises registrable under the Factories, Machinery and Building Work Act, 1941, and any premises in which goods or materials are stored for the purpose of manufacture or packing, and offices concerned directly with factory control;

BYLAWE

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG)

OOREENKOMS

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

United Tabakmaatskappy Beperk

(hierna die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

Rustenburg Tabakwerkersvereniging

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

wat die partye is by die Nywerheidsraad vir die Tabaknywerheid (Rustenburg).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Tabaknywerheid (Rustenburg)—

(a) deur alle werkgevers wat lede is van die werkgeversorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik betrokke is by of werksaam is in genoemde Nywerheid;

(b) in die munisipale gebied van Rustenburg.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in die Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 30 Junie 1984 eindig, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; woorde wat die manlike geslag aandui, omvat ook vroue, en vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956;

"ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman gedoen word en by die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n aangewese bedryf ingevolge die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheid-sertifikaat aan hom uitgereik deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat aan hom uitgereik deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

"assistent-voorman" 'n werknemer wat 'n voorman by die uitvoering van sy pligte behulpsaam is en wat in sy afwesigheid namens hom mag optree;

"ketelbediener" 'n werknemer wat 'n stoomketel stook en die korrekte waterstand en goedgekeurde stoomdruk op peil hou, en wat ook vure in stand hou en uithaal en/of die as verwyder;

"eethuistoetsighouer" 'n werknemer wat verantwoordelik is vir die toesig oor 'n eethuis;

"los werknemer" 'n werknemer wat hoogstens vier dae in 'n week by dieselfde werkgegewer in diens is;

"onderbaas" 'n werknemer wat onder die toesig van 'n voorman, assistent-voorman, versendingsklerk, magasynman of toesighouer in beheer is van graad II- en/of graad IIA- en/of graad III- en/of graad IV-werknemers en/of arbeiders;

"versendingsklerk" 'n werknemer wat klerklike pligte in 'n fabriek verrig en wat in hoofsaak verantwoordelik is vir die verpakking en/of nagaan van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, massameet en/of bymekaarmaak van sodanige goedere, die nagaan van pakkies en die merk en adresseer daarvan;

"versendingsklerk, gekwalifiseer," 'n versendingsklerk met minstens vyf jaar ondervinding;

"versendingsklerk, ongekwalifiseer," 'n versendingsklerk met minder as vyf jaar ondervinding;

"bedryfsinrigting" 'n perseel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer moet word en enige perseel waarin goedere of materiale opgeberg word vir vervaardiging of verpakking, en kantore wat regstreeks met die bestuur van 'n fabriek in verband staan;

"examiner" means an employee who, under the supervision of a foreman, assistant foreman or supervisor, examines the work performed by grade I, grade II, tobacco packer, grade IIA, grade III, grade IV employees and/or labourers for faults or defects in such work and who is responsible for the quality and accuracy of the work performed, and who may distribute such work and may keep records relating to his/her duties;

"examiner, qualified," means an examiner who has had not less than six months' experience;

"examiner, unqualified," means an examiner who has had less than six months' experience;

"experience" means—

(a) in relation to an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk, or storeman, the total period or periods during which an employee has worked in the Industry as an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk or storeman respectively;

(b) in relation to a grade I employee, the total period or periods during which an employee has worked in the Industry as a grade I employee;

(c) in relation to a grade II employee and/or a tobacco packer, the total period or periods during which an employee has worked in the Industry as a grade II employee and/or a tobacco packer;

(d) in relation to a grade IIA, a grade III or a grade IV employee, the total period or periods during which an employee has worked in the Industry as a grade IIA, a grade III or a grade IV employee;

Provided that when an employee in grade II, a tobacco packer, grade IIA, grade III or grade IV is transferred to a higher grade, the total period that he has worked in the grade from which he is transferred shall count as experience in the grade to which he is transferred, six months after the date of such transfer;

"factory clerical employee" means an employee, not elsewhere specified, who by writing or typing in an establishment, orders, checks, makes calculations, records work done and duties performed, and/or does correspondence incidental thereto, and who may collect and handle cash;

"factory clerical employee, qualified," means a factory clerical employee who had not less than five years' experience;

"factory clerical employee, unqualified," means a factory clerical employee who has had less than five years' experience;

"factory messenger" means an employee who is employed in receiving and/or delivering verbal, written or telephone messages within an establishment and who may record such messages in writing;

"foreman" means an employee who is in charge of the employees in an establishment or a department thereof, who exercises control and authority over such employees, who is responsible for the efficient performance by them of their duties, and who has the right to engage or dismiss employees, subject to confirmation by the employer;

"grade I employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:

- (1) Operating a fumigation chamber;
- (2) operating a power-driven leaf conditioning machine;
- (3) operating a tobacco drying machine (including a cooling machine);
- (4) operating a vacuum process conditioning plant;
- (5) wars-measuring and recording moisture tests;
- (6) registered nursing aid;

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

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

"grade II employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:

- (1) Operating an automatic soldering machine;
- (2) operating a casing machine;
- (3) operating a hydraulic tobacco press;
- (4) operating a leaf stripping or stemming machine;
- (5) operating a pouch packing machine;
- (6) operating a power-driven lift;
- (7) operating a power-driven saw;
- (8) operating a scrap cleaning machine;
- (9) operating a semi-automatic knife grinding machine;
- (10) operating a tobacco cutting machine;
- (11) operating a tobacco flavouring cylinder;
- (12) operating a tobacco packing machine;
- (13) operating a transparent material wrapping machine;

(14) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;

"ondersoeker" 'n werknemer wat onder die toesig van 'n voorman, assistent-voorman, of toesighouer die werk wat graad I- en graad II-werknemers, tabakverpakkers, graad IIA-, graad III-, graad IV-werknemers en/of arbeiders verrig, vir foute of gebreke in dié werk ondersoek en wat verantwoordelik is vir die gehalte en presiesheid van die werk wat gedoen word en wat dié werk kan uitdeel en rekords van sy/haar pligte mag byhou;

"ondersoeker, gekwalifiseer," 'n ondersoeker met minstens ses maande ondervinding;

"ondersoeker, ongekwalifiseer," 'n ondersoeker met minder as ses maande ondervinding;

"ondervinding" —

(a) met betrekking tot 'n ondersoeker, afdelingsman, fabrieksklerk, versendingsklerk, ontvangsklerk of magasynman, die totale tydperk of tydperke waarin 'n werknemer onderskeidelik as 'n ondersoeker, afdelingsman, fabrieksklerk, versendingsklerk, ontvangsklerk of magasynman in die Nywerheid gewerk het;

(b) met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke waarin 'n werknemer as 'n graad I-werknemer in die Nywerheid gewerk het;

(c) met betrekking tot 'n graad II-werknemer en/of tabakverpakker, die totale tydperk of tydperke waarin 'n werknemer as 'n graad II-werknemer en/of 'n tabakverpakker in die Nywerheid gewerk het;

(d) met betrekking tot 'n graad IIA-, 'n graad III- of 'n graad IV-werknemer, die totale tydperk of tydperke waarin 'n werknemer as 'n graad IIA-, 'n graad III- of 'n graad IV-werknemer in die Nywerheid gewerk het;

Met dien verstande dat as 'n werknemer in graad II, as 'n tabakverpakker in graad IIA, graad III, of graad IV na 'n hoër graad oorgeplaas word, die totale tydperk wat hy gewerk het in die graad waaruit hy oorgeplaas word, ses maande na die datum van sodanige oorplasing gereken moet word as ondervinding in die graad waarna hy oorgeplaas word.

"'n fabrieksklerk" 'n werknemer wat nie elders gespesifiseer word nie, wat in 'n bedryfsinrigting bestellings uitmaak, nagaan, berekenings maak, aantekening hou van werk wat gedoen en pligte wat uitgevoer is, en/of die korrespondensie wat daarmee gepaard gaan, doen deur te skryf of te tik, en wat kontant mag invorder en hanteer;

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

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

"fabrieksbood" 'n werknemer wat mondelinge, skriftelike of telefoonboodskappe in 'n bedryfsinrigting ontvang en/of aflewer en wat sodanige boodskappe skriftelik mag aanteken;

"voorman" 'n werknemer wat in beheer staan van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer en gesag uitoefen oor dié werknemers, wat verantwoordelik is daarvoor dat hulle hul werk doeltreffend verrig, en wat die reg het om, behoudens goedkeuring deur die werkgever, werknemers aan te stel of te ontslaan;

"graad I-werknemer" 'n werknemer wat in, of in verband met die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig;

- (1) 'n Fumigeerkamer bedien;
- (2) 'n kragaangedrewe blaarkondisioneringsmasjiën bedien;
- (3) 'n tabakdroogmasjiën bedien (met inbegrip van 'n verkoelmasjiën);
- (4) 'n vakuumproses-kondisioneringsinstallasie bedien;
- (5) morsameet en aantekening hou van vogtigheidsstoetse;
- (6) geregistreerde verpleeghulp;

"graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens twee jaar ondervinding;

"graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as twee jaar ondervinding;

"graad II-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:

- (1) 'n Outomatiese soldeermasjiën bedien;
- (2) 'n geurmengmasjiën bedien;
- (3) 'n hidrouliese tabakpers bedien;
- (4) 'n blaastroop- of stingelmasjiën bedien;
- (5) 'n tabaksakkieverpakkingsmasjiën bedien;
- (6) 'n kragaangedrewe hyser bedien;
- (7) 'n kragaangedrewe saag bedien;
- (8) 'n afvalskoonmaakmasjiën bedien;
- (9) 'n halfoutomatiese messlypmasjiën bedien;
- (10) 'n tabaksnymasjiën bedien;
- (11) 'n tabakgeursilinder bedien;
- (12) 'n tabakverpakkingsmasjiën bedien;
- (13) 'n masjiën wat deurskynende materiaal toedraai, bedien;

(14) met die ontvangs en/of uitreiking van materiale en/of vervaardigde goedere behulpzaam wees en daarvan aantekening hou;

(15) cooking meals;

(16) supervising the steaming of tobacco;

(17) operating a vacuum sealing unit;

"grade II employee, qualified," means a grade II employee who has had not less than two years' experience;

"grade II employee, unqualified," means a grade II employee who has had less than two years' experience;

"grade IIA employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:

Freezing, sorting, or taking off from "Quester" tobacco packing machines;

"grade IIA employee, qualified," means a grade IIA employee who has had not less than two years' experience;

"grade IIA employee, unqualified," means a grade IIA employee who has had less than two years' experience;

"grade III employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:

(1) Operating a bag stitching machine;

(2) operating a butting machine;

(3) operating a code dating machine;

(4) operating a crimping machine (tin);

(5) operating a hand-operated guillotine for cutting paper or board;

(6) operating a power-driven gumming machine;

(7) operating a power-driven stacking machine;

(8) operating a power press to form plugs for packing into pouches or packets;

(9) feeding and taking off packets and/or bags from transparent material wrapping machine;

(10) feeding, sorting and taking off from tobacco packing machines (not elsewhere specified) and/or tobacco packing machines;

(11) packing tobacco in bulk over 500 g up to and including 5 kg;

(12) operating a spraying machine for insecticide;

(13) operating a stem rolling machine;

(14) operating a tin heating machine;

(15) operating a tobacco dressing and/or dust extracting cylinder;

(16) affixing excise stamps by hand;

(17) boiler attendant;

(18) cloakroom attendant;

(19) cutting paper, transparent material and/or foil by hand-operated cutting device (machine);

(20) factory messenger;

(21) feeding tobacco cutting machine;

(22) labelling by hand;

(23) making bags, packets, or pouches by hand;

(24) making paste;

(25) making up inner paper linings for bulk containers of tobacco;

(26) placing lids or taggers on to empty or filled box bodies or tins by hand;

(27) pricking tins preparatory to soldering;

(28) soldering tins by hand;

(29) testing tins after being soldered;

(30) transparent wrapping by hand;

(31) mass-measuring and recording mass—not elsewhere specified;

(32) wrapping packed tobacco into outers by hand;

(33) placing rubber bands around pouches and/or sealing pouches;

(34) placing tins, bags or packets on funnels;

(35) rubber stamping (not elsewhere specified);

(36) operating a tobacco filling machine;

(37) operating a power press;

(38) operating a power-driven lawn mower;

(39) carrying, handling and selecting artisans tools;

(40) operating a shrinkwrap unit;

(41) operating a netlon bundling unit;

"grade III employee, qualified," means a grade III employee who has had not less than one year's experience;

"grade III employee, unqualified," means a grade III employee who has had less than one year's experience;

"grade IV employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:

(1) Operating a hoist;

(2) operating a tobacco plug trimming machine;

(3) closing of packets by heat sealing machine and/or stapling machine;

(15) etes kook;

(16) oor die stoom van tabak toesig hou;

(17) 'n vakuumsëleenheid bedien;

"graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens twee jaar ondervinding;

"graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer met minder as twee jaar ondervinding;

"graad IIA-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:

"Quester"-tabakverpakkingsmasjiene voer, daaruit sorteer of daarvan afneem;

"graad IIA-werknemer, gekwalifiseer," 'n graad IIA-werknemer met minstens twee jaar ondervinding;

"graad IIA-werknemer, ongekwalifiseer," 'n graad IIA-werknemer met minder as twee jaar ondervinding;

"Graad III-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:

(1) 'n sakstikmasjiene bedien;

(2) 'n stingelmasjiene bedien;

(3) 'n kodedateermasjiene bedien;

(4) 'n riffelmasjiene (tin) bedien;

(5) 'n handguillotine vir die sny van papier of bord bedien;

(6) 'n kragaangedrewe lynmasjiene bedien;

(7) 'n kragaangedrewe opstelmasjiene bedien;

(8) 'n kragpers wat pruimpies vir verpakking in sakkies of pakkies vorm, bedien;

(9) pakkies en/of sakkies voer aan en afneem van masjiene wat dit met deurskynende materiaal toedraai;

(10) tabakverpakkingsmasjiene (wat nie elders gespesifiseer word nie) en/of tabakpakkemasjiene voer, daaruit sorteer of daarvan afneem;

(11) tabak in grootmaat van meer as 500 g tot en met 5 kg verpak;

(12) 'n insekdoerspremasjiene bedien;

(13) 'n stingelwalsmasjiene bedien;

(14) 'n tinverhittingsmasjiene bedien;

(15) 'n tabakbereidings- en/of stofverwyderingsilinder bedien;

(16) aksynseels met die hand opplak;

(17) ketelbediener;

(18) kleedkamerbediende;

(19) papier, deurskynende materiaal en/of foelie met 'n handsnytoestel (masjiene) sny;

(20) fabrieksode;

(21) 'n tabaksnymasjiene voer;

(22) met die hand etiketteer;

(23) sakke, pakkette of sakkies met die hand maak;

(24) pasta maak;

(25) papierbinnevoerings vir grootmaattabakhouers maak;

(26) deksels of blikkenplaatjies met die hand op leë of vol doosrompe of blikke plaas;

(27) blikke wat gesoldeer moet word, prik;

(28) blikke met die hand soldeer;

(29) blikke toets nadat hulle gesoldeer is;

(30) met die hand met deurskynende materiaal toedraai;

(31) massameet en massas aanteken—nie elders gespesifiseer nie;

(32) verpakte tabak met die hand in buithouers toedraai;

(33) rubberbandjies om tabaksakkies plaas en/of tabaksakkies verseël;

(34) blikke, sakkies of pakkies aan tregeters sit;

(35) rubberstempelwerk (nie elders gespesifiseer nie);

(36) 'n tabakvulmasjiene bedien;

(37) 'n kragpers bedien;

(38) 'n kragaangedrewe grassnyer bedien;

(39) 'n ambagsman se gereedskap dra, hanteer en uitsoek;

(40) 'n krimptoedraai-eenheid bedien;

(41) 'n netlon-bondeleenheid bedien;

"graad III-werknemer, gekwalifiseer," 'n graad III-werknemer met minstens een jaar ondervinding;

"graad III-werknemer, ongekwalifiseer," 'n graad III-werknemer met minder as een jaar ondervinding;

"graad IV-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:

(1) 'n Hystoestel bedien;

(2) 'n tabakpruimpie-afwerkmasjiene bedien;

(3) pakkies met 'n hittesëelmasjiene en/of krammasjiene toemaak;

- (4) placing container on carrier of Kobie tobacco filling machine;
- (5) strip wrapping packets or pouches into bundles;
- (6) mass-measuring to a set scale;

"grade IV employee, qualified," means a grade IV employee who has had not less than six months' experience;

"grade IV employee, unqualified," means a grade IV employee who has had less than six months' experience;

"handyman" means an employee, other than an artisan, engaged in making or effecting repairs and/or adjustments to machinery, plant, buildings or other equipment: Provided that an employee effecting repairs and/or adjustment to machinery in motion should be a competent person as defined in Regulation 30 of the Regulations framed under the Factories, Machinery and Building Work Act, 1941;

"labourer" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:

- (1) Operating a hand ratchet tobacco press;
- (2) operating a tobacco scrap sieving machine;
- (3) applying flavour, casing or colouring material to tobacco by hand;
- (4) assembling shooks or making wooden cases, boxes or crates by hand;
- (5) assistants on delivery vans or vehicles;
- (6) baling leaf tobacco;
- (7) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (8) cleaning tobacco or leaf by hand;
- (9) closing and sealing tins, packets or other containers;
- (10) collecting, sorting and/or bundling used baling materials;
- (11) cutting paper from reels by hand;
- (12) damping tobacco or dipping it into liquid;
- (13) delivering messages, letters or goods on foot or by means of a manually propelled vehicle or a bicycle, other than a motor cycle;
- (14) drying tobacco on steam or gas pans;
- (15) feeding, catching, sorting and taking off from machines by employees grades I, II, III and IV not elsewhere specified;
- (16) filling and/or emptying a tobacco press;
- (17) folding and filling "silent salesmen";
- (18) gardening;
- (19) inserting paper linings;
- (20) loading or unloading;
- (21) making, maintaining or drawing fires and/or removing refuse or ashes;
- (22) mixing leaf and/or cut tobacco into blends by hand;
- (23) moving bales or packages by means of a pallette truck;
- (24) moving, stacking or carrying articles;
- (25) oiling and greasing;
- (26) opening or closing boxes or bales, packages or other containers;
- (27) packing into open and standardized containers;
- (28) packing tobacco in bulk (over 5 kg);
- (29) picking out stems;
- (30) placing and/or turning over cut tobacco on conveyor belts;
- (31) preparing and/or serving food and/or beverages, other than cooking meals;
- (32) pushing or pulling a manually propelled vehicle;
- (33) removing tie leaves by hand;
- (34) repetitive rubber stamping or serial numbering, where no discretion is involved;
- (35) sealing containers and/or strapping cases and/or bales;
- (36) sorting wrapping material;
- (37) stacking, bulking or binning tobacco;
- (38) stemming or stripping tobacco leaves by hand;
- (39) stencilling;
- (40) stirring flavouring or casing or colouring materials and/or ingredients, other than compounding;
- (41) straightlaying tobacco leaves from tangled form;
- (42) taking off and/or packing tobacco leaves from conveyor belt or table;
- (43) turning over (drying) tobacco by hand;

"motor vehicle" means any vehicle designed or intended for propulsion by power, other than human or animal power, and used for the conveyance of persons employed in an establishment and/or goods;

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is required to remain at his post in readiness to drive;

"operating a machine" means the work performed by an employee who is responsible for starting and stopping a machine (but excludes any other member of a machine crew who may stop the machine) and includes making minor running adjustments to a machine and being responsible for the scrutinising and checking of the quality of the work done by such machine;

"overseer" means a male employee who, under the supervision of a foreman or assistant foreman, is in charge of male employees and who is responsible for the efficient performance by them of their duties and who may keep records relating to his duties;

- (4) houër aan vervoerder van Kobie-tabakvulmasjien sit;
- (5) pakkies of tabaksakkies met stroke in bondels toedraai;
- (6) met 'n gestelde skaal massameet;

"graad IV-werknemer, gekwalifiseer," 'n graad IV-werknemer met minstens ses maande ondervinding;

"graad IV-werknemer, ongekwalifiseer," 'n graad IV-werknemer met minder as ses maande ondervinding;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat herstel en/of verstelwerk aan masjinerie, installasie, geboue of ander uitrusting doen: Met dien verstande dat 'n werknemer wat herstel en/of verstelwerk aan bewegende masjinerie doen 'n bevoegde persoon moet wees soos omskryf in Regulasie 30 van die Regulasies wat kragties die Wet op Fabriek, Masjinerie en Bouwerk, 1941, opgestel is;

"arbeider" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:

- (1) 'n Handrateltabakpers bedien;
- (2) 'n tabakafvalsifmasjien bedien;
- (3) geursel, bevochtigings- of kleurstof met die hand by tabak voeg;
- (4) duie inmekaarsit of houtkiste, kaste of kratte met die hand maak;
- (5) assistente op afleweringswaens of -voertuie;
- (6) blaartabak baal;
- (7) persele, installasie, masjinerie, implemente, gereedskap, werktuie of voertuie skoonmaak;
- (8) tabak of blare met die hand skoonmaak;
- (9) blikke, pakkies of ander houers toemaak en verseël;
- (10) gebruikte baalmateriale bymekaarmaak, sorteer en/of in bondels bind;
- (11) papier met die hand van rolle afsny;
- (12) tabak bevochtig of in vloeistof doop;
- (13) boodskappe, briewe of goedere te voet of met 'n handvoertuig of 'n fiets, uitgesonderd 'n motorfiets, aflewer;
- (14) tabak op stoom- of gaspanne droogmaak;
- (15) masjiene deur werknemers graad I, II, III en IV wat nie elders gespesifiseer word nie, voer, daaruit opvang en sorteer en daarvan afneem;
- (16) 'n tabakpers vul en/of leegmaak;
- (17) vouwerk doen vir verkoopsoutomate en hulle vul;
- (18) tuinwerk;
- (19) papiervoerings insit;
- (20) laai of aflaa;
- (21) vure maak, in stand hou of uithaal en/of vullis of as verwyder;
- (22) blaar- en/of kerftabak met die hand tot mengsels vermeng;
- (23) bale of pakkies met 'n palethysers verskuif;
- (24) artikels verskuif, opstapel of dra;
- (25) olie en smeer;
- (26) kiste, dose of bale, pakkies of ander houers oop- of toemaak;
- (27) in oop en gestandaardiseerde houers inpak;
- (28) tabak in grootmaat verpak (meer as 5 kg);
- (29) stingels uitsoek;
- (30) kerftabak op vervoerbande plaas en/of omdraai;
- (31) kos en/of drankie voorberei en/of bedien, maar nie etes kook nie;
- (32) 'n handvoertuig stoot of trek;
- (33) bindblare met die hand verwyder;
- (34) herhalende rubberstempelwerk of in volgorde nommer, waar geen oordeelsvermoë nodig is nie;
- (35) houers verseël en/of kaste en/of bale vasbind;
- (36) toedraaimateriaal sorteer;
- (37) tabak opstapel, in bondels pak of in blikke pak;
- (38) stingels met die hand uit tabakblare verwyder of tabakblare met die hand strop;
- (39) sjabloneer;
- (40) geursel of bevochtigings- of kleurstowwe en/of bestanddele roer, uitgesonderd die samestelling daarvan;
- (41) verkrekelde tabakblare plat uitlê;
- (42) tabakblare van 'n vervoerband of tafel afneem of afpak;
- (43) tabak (wat gedroog word) met die hand omdraai;

"motorvoertuig" 'n voertuig wat ontwerp of bedoel is om met krag, uitgesonderd mense- of dierekrag, aangedryf te word, en wat vir die vervoer van persone wat in 'n bedryfsinrigting werksaam is, en/of goedere, gebruik word;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordomskrif omvat " 'n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer aan ander werk in verband met die voertuig of die vraag bestee en alle tydperke waarin daar van hom vereis word om op sy pos te bly, gereed om te dryf;

" 'n masjien bedien" die werk wat 'n werknemer verrig wat verantwoordelik is vir die aan- en stopsit van 'n masjien (uitgesonderd 'n ander lid van 'n masjienwerkspan wat die masjien mag stopsit) en omvat dit klein lopende verstellers aan 'n masjien en die verantwoordelikheid om die gehalte van die werk wat sodanige masjien lewer, deeglik te ondersoek en na te gaan;

"opsiener" 'n manlike werknemer wat onder die toesig van 'n voorman of assistent-voorman, in beheer staan van manlike werknemers en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig en wat rekords betreffende sy pligte mag byhou;

"piece-work" means any system under which an employee's wage is based upon the quantity or output of work done;

"production trainee" means an employee who is undergoing training in various departments;

"receiving clerk" means a factory clerical employee who is primarily responsible for the receiving, checking, recording and/or distribution of goods or materials received into an establishment;

"receiving clerk, qualified," means a receiving clerk who has had not less than five years' experience;

"receiving clerk, unqualified," means a receiving clerk who has had less than five years' experience;

"registered nursing aid" means an employee who is registered with the S.A. Nursing Council as such and who assists the certificated nursing sister in the performance of her duties;

"sectionman" means an employee, other than an artisan who is in charge of a group of machines and is responsible for the efficient working of such machines, and who may make adjustments and/or any repairs thereto, not of a major nature;

"sectionman, qualified," means a sectionman who has had not less than three years' experience;

"sectionman, unqualified," means a sectionman who has had less than three years' experience;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of material, a general breakdown of plant or machinery caused by accident or other unforeseen emergency, stocktaking or stoppage of work granted at the request of a majority of the employees in a department or section thereof;

"storeman" means an employee who is engaged in factory clerical duties, and who is in general charge of stores or finished products and who is primarily responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

"storeman, qualified," means a storeman who has had not less than five years' experience;

"storemen, unqualified," means a storeman who has had less than five years' experience;

"supervisor" means an employee who, under the supervision of a foreman or an assistant foreman, is in charge of the employees in a department of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"Tobacco Manufacturing Industry" or "Industry" means the industry in which employers and employees are associated in establishments for the manufacture or packing of cigarette tobacco and/or pipe tobacco, including all operations incidental to or consequent on such manufacture or packing, carried on by the employees of such employers in or in connection with an establishment;

"tobacco packer" means an employee engaged in the mass-measuring and/or packing by hand of cut tobacco and/or navy cut and/or plug tobacco into packets, pouches, bags or tins containing not more than 500 g net mass;

"tobacco packer, qualified," means a tobacco packer who has had not less than two years' experience;

"tobacco packer, unqualified," means a tobacco packer who has had less than two years' experience;

"wage" means the amount of money, inclusive of cost of living allowance, payable in terms of clause 4 (1) to an employee in respect of his ordinary hours of work;

"watchman" means an employee who patrols premises, guards goods, and may search male employees and inspect parcels.

(2) Words importing individuals only shall include companies and firms except where expressly stated to the contrary.

4. WAGES

(1) Subject to the provisions of subclauses (2) and (4) of this clause, the minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that in classifying an employee, he shall be deemed to be in the class in which he is wholly or mainly employed:

	Per week
	R
Foreman	107,00
Assistant Foreman	75,50
Artisan	103,50
Supervisor	53,00
Canteen Supervisor	45,25
Production Trainee	51,50
Examiner, unqualified—	
during the first three months of experience	44,00
during the second three months of experience	45,25
Qualified	46,50

"stukwerk" 'n stelsel waarvolgens die loon van 'n werknemer gegrond word op die hoeveelheid of die omvang van die werk wat verrig is;

"produksiekwekeling" 'n werknemer wat opleiding in verskillende afdelings ondergaan;

"ontvangsklerk," 'n fabrieksklerk wat hoofsaaklik verantwoordelik is vir die ontvang, nagaan, aanteken en/of verspreiding van goedere of materiale wat in 'n bedryfsinrigting ontvang word;

"ontvangsklerk, gekwalifiseer," 'n ontvangsklerk met minstens vyf jaar ondervinding;

"ontvangsklerk, ongekwalifiseer," 'n ontvangsklerk met minder as vyf jaar ondervinding;

"geregisteerde verpleeghulp" 'n werknemer wat as sodanig by die S.A. Verpleegstersraad geregistreer is en wat die gediplomeerde verpleegsuster by die uitvoering van haar pligte bystaan;

"afdelingsman" 'n werknemer, uitgesonderd 'n ambagsman, wat in beheer staan van 'n groep masjiene en wat vir die doeltreffende werkverrigting van sodanige masjiene verantwoordelik is, en wat kleinere verstel-en/of herstelwerk daaraan kan doen;

"afdelingsman, gekwalifiseer," 'n afdelingsman met minstens drie jaar ondervinding;

"afdelingsman, ongekwalifiseer," 'n afdelingsman met minder as drie jaar ondervinding;

"korttyd" 'n tydelike vermindering van die getal gewone werkure as gevolg van 'n slapte in die bedryf, tekort aan materiaal, 'n algemene onklaarmaking van installasie of masjinerie veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval, voorraadopname of stopsetting van werk wat op versoek van 'n meerderheid van die werknemers in 'n afdeling of onderafdeling daarvan, toegestaan is;

"magasynman" 'n werknemer wat die pligte van 'n fabrieksklerk verrig en wat algemene beheer het oor voorraad van afgewerkte produkte en wat hoofsaaklik verantwoordelik is vir die ontvangs, opberging, verpakking of uitpakk van goedere in 'n magasyn of opbergplek en/of die aflewering van goedere uit 'n magasyn of opbergplek aan die verbruiksafdelings in 'n bedryfsinrigting, of vir versending;

"magasynman, gekwalifiseer," 'n magasynman met minstens vyf jaar ondervinding;

"magasynman, ongekwalifiseer," 'n magasynman met minder as vyf jaar ondervinding;

"toesighouer" 'n werknemer wat, onder die toesig van 'n voorman, of assistent-voorman in beheer staan van die werknemers in 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig;

"Tabaknywerheid" of "Nywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings vir die vervaardiging of verpakking van sigarettabak en/of pyptabak, met inbegrip van alle werksaamhede wat met dié vervaardiging of verpakking in verband staan of daaruit voortvloei, wat die werknemers van sodanige werkgevers in of in verband met 'n bedryfsinrigting verrig;

"tabakverpakker" 'n werknemer wat kerftabak en/of "navycut" en/of pruimtabak in pakkies, tabaksakke, sakke of blikke wat hoogstens 500 g netto massa kan neem, massameet en/of met die hand inpak;

"tabakverpakker, gekwalifiseer," 'n tabakverpakker met minstens twee jaar ondervinding;

"tabakverpakker, ongekwalifiseer," 'n tabakverpakker met minder as twee jaar ondervinding;

"loon" die bedrag geld, met inbegrip van lewenskostetoelae, wat ingevolge klousule 4 (1) aan 'n werknemer ten opsigte van sy gewone werkure betaalbaar is;

"wag" 'n werknemer wat persele patrolleer, goedere bewaak en manlike werknemers mag visiteer en pakkette mag ondersoek.

(2) Woore wat slegs individue aandui, omvat maatskappye en firmas tensy die teenoorgestelde uitdruklik gemeld word.

4. LONE

(1) Behoudens Subklousules (2) en (4) van hierdie klousule, is die minimum weekloon wat 'n werkgever aan elke lid van sy werknemers in onderstaande klasse moet betaal, soos hieronder gemeld: Met dien verstande dat 'n werknemer, wanneer hy geklassifiseer word, geag word in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is:

	Per week
	R
Voorman	107,00
Assistent-voorman	75,50
Ambagsman	103,50
Toesighouer	53,00
Eethuistoetsighouer	45,25
Produksiekwekeling	51,50
Ondersoeker, ongekwalifiseer—	
gedurende die eerste drie maande ondervinding	44,00
gedurende die tweede drie maande ondervinding	45,25
gekwalifiseer	46,50

	Per week R		Per week R
Chargehand	45,25	Onderbaas	45,25
Handyman	45,25	Faktotum	45,25
Overseer	47,75	Opsiener	47,75
Watchman	45,25	Wag	45,25
Factory clerical employee, despatch clerk, receiving clerk and storeman, unqualified—		Fabrieksklerk, versendingsklerk, ontvangsklerk en magazynman, ongekwalifiseer	
during the first year of experience	42,00	gedurende die eerste jaar ondervinding	42,00
during the second year of experience	44,00	gedurende die tweede jaar ondervinding	44,00
during the third year of experience	46,00	gedurende die derde jaar ondervinding	46,00
during the fourth year of experience	48,00	gedurende die vierde jaar ondervinding	48,00
during the fifth year of experience	50,00	gedurende die vyfde jaar ondervinding	50,00
Qualified	53,00	gekwalifiseer	53,00
Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		Drywer van motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(a) does not exceed 500 kg	42,00	hoogstens 500 kg is	42,00
(b) exceeds 500 kg but does not exceed 3 000 kg	44,00	meer as 500 kg maar hoogstens 3 000 kg is	44,00
(c) exceeds 3 000 kg but does not exceed 5 000 kg	47,75	meer as 3 000 kg maar hoogstens 5 000 kg is	47,75
(d) exceeds 5 000 kg	55,50	meer as 5 000 kg is	55,50
Sectionman, unqualified—		Afdelingsman, ongekwalifiseer—	
during the first year of experience	42,00	gedurende die eerste jaar ondervinding	42,00
during the second year of experience	44,50	gedurende die tweede jaar ondervinding	44,50
during the third year of experience	47,00	gedurende die derde jaar ondervinding	47,00
Qualified	51,50	gekwalifiseer	51,50
Tobacco packer, unqualified—		Tabakverpakker, ongekwalifiseer—	
during the first six months of experience	39,00	gedurende die eerste ses maande ondervinding	39,00
during the second six months of experience	40,00	gedurende die tweede ses maande ondervinding	40,00
during the third six months of experience	41,50	gedurende die derde ses maande ondervinding	41,50
during the fourth six months of experience	43,00	gedurende die vierde ses maande ondervinding	43,00
Qualified	45,25	gekwalifiseer	45,25
Grade I employee, unqualified—		Graad I-werknemer, ongekwalifiseer—	
during the first six months of experience	39,00	gedurende die eerste ses maande ondervinding	39,00
during the second six months of experience	40,25	gedurende die tweede ses maande ondervinding	40,25
during the third six months of experience	42,00	gedurende die derde ses maande ondervinding	42,00
during the fourth six months of experience	44,00	gedurende die vierde ses maande ondervinding	44,00
Qualified	46,50	gekwalifiseer	46,50
Grade II employee, unqualified—		Graad II-werknemer, ongekwalifiseer—	
during the first six months of experience	39,00	gedurende die eerste ses maande ondervinding	39,00
during the second six months of experience	40,00	gedurende die tweede ses maande ondervinding	40,00
during the third six months of experience	41,00	gedurende die derde ses maande ondervinding	41,00
during the fourth six months of experience	42,00	gedurende die vierde ses maande ondervinding	42,00
Qualified	44,00	gekwalifiseer	44,00
Grade IIA employee, unqualified—		Graad IIA-werknemer, ongekwalifiseer—	
during the first three months of experience	39,00	gedurende die eerste drie maande ondervinding	39,00
during the second three months of experience	39,50	gedurende die tweede drie maande ondervinding	39,50
during the third three months of experience	40,00	gedurende die derde drie maande ondervinding	40,00
during the fourth three months of experience	41,00	gedurende die vierde drie maande ondervinding	41,00
during the next 12 months of experience	42,00	gedurende die volgende 12 maande ondervinding	42,00
Qualified	44,00	gekwalifiseer	44,00
Grade III employee, unqualified—		Graad III-werknemer, ongekwalifiseer—	
during the first three months of experience	39,00	gedurende die eerste drie maande ondervinding	39,00
during the second three months of experience	39,50	gedurende die tweede drie maande ondervinding	39,50
during the third three months of experience	40,00	gedurende die derde drie maande ondervinding	40,00
during the fourth three months of experience	41,00	gedurende die vierde drie maande ondervinding	41,00
Qualified	42,00	gekwalifiseer	42,00
Grade IV employee, unqualified—		Graad IV-werknemer, ongekwalifiseer—	
during the first three months of experience	39,00	gedurende die eerste drie maande ondervinding	39,00
during the second three months of experience	39,25	gedurende die tweede drie maande ondervinding	39,25
Qualified	39,50	gekwalifiseer	39,50
Labourer	39,00	Arbeider	39,00

(2) *Due date for increases.*—An employer shall pay increases due to his employees during each calendar year on the following basis:

(a) All employees who qualify for an increase during the period 1 January to 31 March of each calendar year shall be granted such increase on 15 February which falls within the period and such increase shall be applicable to the whole of the pay-week in which 15 February falls;

(b) likewise and in the same manner all increases which become due during the periods 1 April to 30 June, 1 July to 30 September and 1 October to 31 December of each calendar year shall accrue to employees on 15 May, 15 August and 15 November which fall within the respective periods.

(3) *Casual employees.*—One fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

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

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

(b) a rising scale of wages terminating in a wage higher than that of his own class; is prescribed in subclause (1), shall pay such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest wage in the rising scale.

(2) *Verhogingsdatum.*—'n Werkgewer moet verhogings wat aan sy werknemers verschuldig is, gedurende elke kalenderjaar op die volgende grondslag betaal:

(a) Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van elke kalenderjaar vir 'n verhoging kwalifiseer, moet sodanige verhoging toegestaan word op 15 Februarie wat in die tydperk val, en dié verhoging is van toepassing op die hele betaalweek waarin 15 Februarie val;

(b) op dieselfde wyse moet alle verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verschuldig word, aan die werknemers toeval op 15 Mei, 15 Augustus en 15 November wat in die onderskeie tydperke val.

(3) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag gewerk, een vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde soort werk verrig as wat die los werknemer moet verrig.

(4) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers veréis of hom toelaat om langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as die van sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg besoldig:

(i) In die geval in paragraaf (a) bedoel, minstens die dagloon, bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon, bereken teen die hoogste loon in die stygende loonskaal.

The provisions of this subclause shall not apply to an assistant foreman when acting for a foreman unless he so acts for a continuous period of not less than four weeks at any one time, when it shall apply to the period in excess of such four weeks.

(5) *Basis of contract.*—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in subclause (4) of this clause and in clause 5 (7), an employee shall be paid in respect of any week not less than the full weekly wage prescribed in subclause (1) of this clause for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(6) Save as otherwise provided in this Agreement, wages shall be calculated as follows:

(a) *Calculation of monthly wage.*—For the purpose of calculating the monthly wage of an employee for whom a weekly wage is prescribed, the weekly wage shall be multiplied by $4\frac{1}{2}$.

(b) *Calculation of weekly wage.*—For the purpose of calculating the weekly wage of an employee who is paid monthly, the monthly wage shall be divided by $4\frac{1}{2}$.

(c) *Calculation of hourly wage.*—The hourly wage of an employee shall be calculated as follows:

- (i) In the case of a casual employee, by dividing the daily wage by 9;
- (ii) in the case of a watchman, by dividing the weekly wage by 48;
- (iii) in the case of all other employees, by dividing the weekly wage by 44.

(7) *Promotion.*—Where a vacancy occurs in any establishment in a grade or class of work for which a higher wage or, in the case of a rising scale of wages, a higher qualified wage is prescribed than that payable to other employees in such establishment, the employer shall fill such vacancy by one of his employees of a lower grade: Provided that where special reasons exist the employer may fill the vacancy by engaging a new employee: Provided further that when an experienced employee of such grade or class is required and such employee is available elsewhere this provision shall not apply: Provided that the employer may transfer an employee from any other factory under the control of the employer.

(8) *Transfer to higher grade.*—An employee transferred to a higher grade shall be paid wages to which he would have been entitled had he remained in the lower grade until the wages payable to him at the higher grade rate exceed the wages payable at the lower grade rate.

5. PAYMENT OF WAGES

(1) *An employee other than a casual employee.*—Save as provided in clause 7 (2), any amount due to an employee shall be paid in cash weekly, or monthly if the employer and employee have agreed thereto in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in a sealed envelope showing on the outside the employer's and employee's name, the employee's factory number, occupation, classification and rate of wages, the number of ordinary hours, overtime hours and hours worked on a Sunday or public holiday, the wages paid in respect of each, the amount of bonus, adjustments, or any other payment made, the total wages paid, and the closing date of the period in respect of which payment is made and the amount deducted for trade union fees, Council fees, income tax, contributions prescribed under the Unemployment Insurance Act, 1966, and contributions to pensions, provident and benevolent funds: Provided that where an Agreement has been entered into for a period of notice of longer than one week, wages may be paid at the end of each such longer period.

(2) *Usual pay-day.*—Where employees are paid weekly, the usual pay-day shall mean Friday and wages paid on that day shall be for work done up to and including the preceding Tuesday.

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

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

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

(6) *Boarding and lodging.*—Save as provided in any law, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

Hierdie subklousule is nie op 'n assistent-voorman wat vir 'n voorman waarnaem van toepassing nie tensy hy aldus vir 'n ononderbroke tydperk van minstens vier weke op 'n bepaalde tyd waarnaem, en dan is dit van toepassing op die tydperk wat langer as dié vier weke is.

(5) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens subklousule (4) van hierdie klousule en klousule 5 (7), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, en wel ongeag die vraag of hy in dié week die maksimum getal gewone werkure wat in klousule 6 (1) voorgeskryf word, of minder, gewerk het.

(6) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet lone soos volg bereken word:

(a) *Berekening van maandloon.*—Om die maandloon te bereken van 'n werknemer vir wie 'n weekloon voorgeskryf word, moet die weekloon met $4\frac{1}{2}$ vermenigvuldig word.

(b) *Berekening van weekloon.*—Om die weekloon te bereken van 'n werknemer wat maandeliks betaal word, moet die maandloon deur $4\frac{1}{2}$ gedeel word.

(c) *Berekening van uurloon.*—Die uurloon van 'n werknemer moet soos volg bereken word:

- (i) In die geval van 'n los werknemer, deur die dagloon deur 9 te deel;
- (ii) in die geval van 'n wag, deur die weekloon deur 48 te deel;
- (iii) in die geval van alle ander werknemers, deur die weekloon deur 44 te deel.

(7) *Bevordering.*—Indien daar 'n vakature ontstaan in 'n bedryfsinrigting in 'n graad of klas werk waarvoor 'n hoër loon of, in die geval van 'n stygende loonskaal, 'n hoër loon vir gekwalifiseerdes voorgeskryf word as dié wat aan ander werknemers in dié bedryfsinrigting betaalbaar is, moet die werkgewer dié vakature vul deur een van sy werknemers van 'n laer graad: Met dien verstande dat wanneer daar spesiale redes daarvoor is, die werkgewer die vakature mag vul deur 'n nuwe werknemer in diens te neem: Voorts met dien verstande dat wanneer daar 'n ervare werknemer van dié graad of klas nodig is en so 'n werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie: Met dien verstande dat die werkgewer 'n werknemer vanaf enige ander fabriek wat onder die beheer van die werkgewer is, mag oorplaas.

(8) *Oorplasing na 'n hoër graad.*—'n Werknemer wat na 'n hoër graad oorgeplaas word, moet die loon betaal word waarop hy geregtig sou gewees het indien hy in die laer graad gebly het totdat die loon wat teen die hoër graadskaal aan hom betaalbaar is, meer is as die loon wat teen die laer graadskaal betaalbaar is.

5. BETALING VAN LONE

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens klousule 7 (2), moet iedere bedrag verskuldig aan 'n werknemer weekliks in kontant, of maandeliks indien die werkgewer en werknemer skriftelik daartoe ooreengekom het, betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag geskied, en moet dit in 'n verseëlde koevert wees wat op die buitekant die volgende aangee: Die werkgewer en die werknemer se naam, die werknemer se fabrieksnummer, beroep, klassifikasie en loonskaal, die getal gewone ure, oortydure en ure gewerk op 'n Sondag of openbare vakansiedag, die loon wat ten opsigte van elkeen betaal word, die bedrag aan bonusse, aanpassings, of enige ander betaling wat gedoen word, die totale loon wat betaal word, die sluitingsdatum van die tydperk ten opsigte waarvan die betaling gedoen word en die bedrag wat afgetrek word vir vakvereniginggelde, Raadsgelde, inkomstebelasting, bydraes wat by die Werkloosheidsversekeringswet, 1966, voorgeskryf word, en bydraes tot pensioen-, voorsorg- en bystandsfondse: Met dien verstande dat waar 'n ooreenkoms aangegaan is vir 'n diensopseggingstermyn van langer as 'n week, lone aan die einde van elke sodanige langer tydperk betaal mag word.

(2) *Gewone betaaldag.*—Indien werknemers weekliks betaal word, word daar met gewone betaaldag Vrydag bedoel en lone wat op dié dag betaal word, is vir die werk wat tot en met die vorige Dinsdag gedoen is.

(3) *Los werknemer.*—'n Werknemer moet die loon wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens aan hom in kontant betaal.

(4) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

(5) *Koop van goedere.*—'n Werknemer mag nie vereis dat 'n werknemer goedere koop van hom of van enige winkel of persoon deur hom aangewys nie.

(6) *Kos en inwoning.*—Behoudens die bepalings van enige wet, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enige persoon of plek deur hom aangewys, eet en/of inwoon nie.

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

(a) (i) A deduction for Council funds, sick benefit fund, pension and provident funds; and

(ii) with the consent of the employee, fees due to the Rustenburg Tabakwerkersvereniging;

(b) save as provided in clause 8 when his employee absents himself from work, or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;

(c) a deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make;

(d) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time, a deduction of one forty-fourth of the weekly wage prescribed in clause 4 (1) in respect of each hour of such reduction: Provided that such deduction shall not exceed six forty-fourths of the weekly wage of such employee irrespective of the number of hours by which the ordinary hours of work are reduced: Provided further that no deduction shall be made—

(i) in the case of short-time arising out of temporary slackness of trade or shortage of materials or stock-taking, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time arising out of a general breakdown of plant or machinery due to accident, wet weather, or other unforeseen emergency in respect of the first hour not worked;

(e) whenever protective clothing owned by the employer is not returned or is lost by an employee, a deduction not exceeding R4 in respect of each set of protective clothing, in accordance with clause 14 (4);

(f) any other deductions authorised in writing by the employee.

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

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

(a) in the case of an employee other than a watchman—

(i) 44 in any week from Wednesday to Tuesday inclusive;

(ii) nine in any day;

(iii) a week shall consist of five days only; save as provided in sub-clause (10) (c) of this clause no work shall be performed on a Saturday;

(b) in the case of a watchman—

(i) 48 in any week from Wednesday to Tuesday inclusive;

(ii) eight per shift;

(iii) a week may consist of six shifts.

(2) An employer shall not require or permit a female employee to work between 18h00 and 06h00.

(3) The ordinary hours of work of a casual employee shall not exceed nine in any day.

(4) *Meal intervals.*—An employer shall not require or permit his employee to work for more than five hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(a) if such interval be for longer than one hour any period in excess of an hour shall be deemed to be ordinary hours of work;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(5) *Rest intervals.*—An employer shall grant to each of his employees, other than a night watchman, employed in or about his establishment a rest interval of not less than 10 minutes at as nearly as practicable—

(a) the middle of each first work period in a day;

(b) the middle of each second work period in a day where such period is longer than three hours;

during which the 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.

(6) *Hours of work to be consecutive.*—Save as provided in subclauses (4) and (5) of this clause, all hours of work shall be consecutive.

(7) An employee shall be deemed to be working in addition to any period during which he is actually working—

(a) during the whole of any interval in his work if—

(i) he is not free to leave the premises of his employer for the whole of such interval; or

(ii) the duration of such interval is not shown in the records required to be kept in terms of section nine of the Factories, Machinery and Building Work Act, 1941; and

(7) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes ople of bedrae van sy werknemer se loon aftrek nie, uitgesonderd die volgende:

(a) (i) 'n Bedrag vir Raadsfondse, 'n siektetystandfonds, pensioen- en voorsorgfondse; en

(ii) met die toestemming van die werknemer, gelde wat aan die Rustenburg Tabakwerkersvereniging verskuldig is;

(b) behoudens klousule 8, wanneer sy werknemer van sy werk afwesig is, of weens 'n ongeluk of swak gesondheid afwesig is, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid;

(c) enige bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) wanneer die gewone werkure in klousule 6 (1) voorgeskryf, weens korttyd verminder word, 'n bedrag van een vier-en-veertigste van die weekloon in klousule 4 (1) voorgeskryf, ten opsigte van elke uur van dié vermindering: Met dien verstande dat dié vermindering hoogstens ses vier-en-veertigstes van die weekloon van sodanige werknemer mag wees, afgesien van die getal ure waarmee die gewone werkure verminder word; voorts met dien verstande dat geen bedrag afgetrek mag word nie—

(i) ten opsigte van korttyd wat deur 'n tydelike slapte in die bedryf, of tekort aan materiaal of voorraadopname ontstaan, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat uit 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeluk, nat weer, of onvoorsiene noodgeval, ontstaan, ten opsigte van die eerste uur waarin daar nie gewerk word nie;

(e) wanneer 'n werknemer beskermende klere wat aan die werkgever behoort, nie teruggegee nie, of dit verloor, 'n bedrag van hoogstens R4 ten opsigte van elke uitrusting beskermende klere, ooreenkomstig klousule 14 (4);

(f) alle ander bedrae waartoe die werknemer skriftelik magtiging verleen.

6. WERKURE, GEWONE EN OORTYDURE, EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer wees nie as—

(a) in die geval van 'n ander werknemer as 'n wag—

(i) 44 in 'n week van Woensdag tot en met Dinsdag;

(ii) nege op 'n dag;

(iii) daar mag slegs vyf dae in 'n week gewerk word; behoudens subklousule (10) (c) van hierdie klousule mag geen werk op 'n Saterdag verrig word nie;

(b) in die geval van 'n wag—

(i) 48 in 'n week van Woensdag tot en met Dinsdag;

(ii) agt per skof;

(iii) daar mag ses skofte in 'n week gewerk word.

(2) 'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om tussen 18h00 en 06h00 te werk nie.

(3) 'n Los werknemer mag hoogstens nege gewone werkure op 'n dag werk.

(4) *Eienspouses.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om meer as vyf uur aaneen op 'n dag sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar geen werk verrig word nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

(a) as sodanige pouse langer as een uur duur, enige tydperk van langer as een uur geag word gewone werkure te wees;

(b) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(5) *Ruspouses.*—'n Werkgever moet aan elke van sy werknemers, uitgesonderd 'n nagwag wat in of om sy bedryfsinrigting werksaam is, 'n ruspose van minstens 10 minute toestaan so na as moontlik—

(a) aan die middel van elke eerste werktydperk op 'n dag;

(b) aan die middel van elke tweede werktydperk op 'n dag indien dié tydperk langer as drie uur is;

waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure uit te maak.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (4) en (5) van hierdie klousule, moet alle werkure agtereenvolgend wees.

(7) Benewens enige tydperk waarin 'n werknemer werklik werk, word hy ook geag te werk—

(a) gedurende die hele tydperk van 'n pouse in sy werk indien—

(i) hy nie vry is om sy werkgever se perseel vir die hele duur van sodanige pouse te verlaat nie; of

(ii) die duur van sodanige pouse nie aangegee word in die aantekeninge wat ingevolge artikel 9 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gehou moet word nie; en

(b) during any other period which he is on the premises of his employer:

Provided that if it is proved that any such employee was not working and was free to leave the premises during any part of any period referred to in paragraph (b), the presumption provided for in this subclause shall not apply in respect of such employee with reference to that part of such period.

(8) *Limitation of hours of work on public holidays and Sundays.*—For the purposes of subclause (1), whenever an employee is required to work on a public holiday mentioned in clause 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday) and if a public holiday falls on a Saturday, shall not exceed five hours.

(9) *Overtime.*—All time worked in excess of the maximum number of hours prescribed in subclauses (1) and (3) in respect of the day or the week, shall be deemed to be overtime.

(10) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime—

- (a) in the case of a male employee—
 - (i) save as provided in paragraph (c), for more than two hours in any day;
 - (ii) for more than 10 hours in any week;
- (b) in the case of a female employee—
 - (i) for more than two hours in any day;
 - (ii) on more than three consecutive days;
 - (iii) for more than 10 hours in any week;
 - (iv) on more than 60 days in any year;
 - (v) after completion of her working hours for more than one hour in any day unless he has—
 - (aa) given notice thereof to such employee before 12h00;
 - (ab) provided such employee with an adequate meal before she has to commence overtime; or
 - (ac) paid such employee an allowance of 50c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- (c) in the case of a male employee not ordinarily working on a Saturday for more than five hours on such a day.

(11) *Payment of overtime.*—An employer shall pay each of his employees at a rate of not less than one and one-half times his ordinary wage in respect of all overtime worked by such employee, such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.

(12) No employee shall be required to work overtime without his consent.

(13) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

Savings.—The provisions of subclauses (4), (6) and (10) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work and the provisions of subclauses (4), (5), (7) and (10) of this clause shall not apply to a watchman.

(14) *Turning of tobacco whilst in the process of fermentation.*—An employee engaged on this operation shall not be permitted to perform such work for a longer period than three months during any six consecutive months.

7. ANNUAL LEAVE

(1) Save as provided in paragraphs (c) and (d) of this subclause, an employer shall grant to his employees in respect of each calendar year of service, annual leave commencing during the latter half of December in such year, as follows:

(a) In the case of an employee who has been in his employ since 15 January of the calendar year to which the leave relates, three consecutive weeks on full pay;

(b) in the case of an employee who commenced work after 15 January of the calendar year to which such leave relates, 11 working hours on full pay in respect of an employee who works a five-day week, and 12 working hours on full pay in respect of an employee who works a six-day week, in respect of each completed month of service: Provided that an employer may require such employee to take additional leave without pay up to a total period not exceeding three consecutive weeks;

(c) notwithstanding the provisions of paragraphs (a) and (b) and in substitution therefor, an employer shall have the right to grant the number of days' leave on full pay in terms of the said subclause to not more than five percent of his employees at such other time during December and/or January immediately following as may be necessary for the efficient conduct of his business;

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgever is:

Met dien verstande dat indien bewys word dat enige sodanige werknemer nie gewerk het nie en vry was om die perseel te verlaat gedurende enige gedeelte van enige tydperk wat in paragraaf (b) gemeld word, die veronderstelling waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van sodanige werknemer met betrekking tot daardie gedeelte van sodanige tydperk toepassing is nie.

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—By die toepassing van subklousule (1) mag die werkure, wanneer daar van 'n werknemer vereis word om op 'n openbare vakansiedag in klousule 9 (1) bedoel of op 'n Sondag te werk, op sodanige dag hoogstens die gewone werkure wees wat gewoonlik op sodanige dag gewerk word (by die toepassing hiervan is Maandag die ekwivalente werkdag vir Sondag) en indien 'n openbare vakansiedag op 'n Saterdag val, hoogstens vyf uur.

(9) *Oortyd.*—Alle tyd wat daar langer gewerk word as die maksimum getal ure wat in subklousules (1) en (3) voorgeskryf word ten opsigte van die dag of die week, word geag oortyd te wees.

(10) *Beperking van oortyd.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd soos volg te werk nie:

- (a) In die geval van 'n manlike werknemer—
 - (i) behoudens paragraaf (c), langer as twee uur op 'n dag;
 - (ii) langer as 10 uur in 'n week;
- (b) in die geval van 'n vroulike werknemer—
 - (i) langer as een uur op 'n dag;
 - (ii) op meer as drie agtereenvolgende dae;
 - (iii) langer as 10 uur in 'n week;
 - (iv) op meer as 60 dae in 'n jaar;
 - (v) langer as een uur op 'n dag na voltooiing van haar werkure tensy hy—

(aa) voor 12h00 middag sodanige werknemer daarvan in kennis gestel het; of

(ab) sodanige werknemer 'n toereikende ete verskaf het voordat sy met die oortydwerk moet begin; of

(ac) sodanige werknemer betyds 'n toelae van 50 sent betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk begin;

(c) in die geval van 'n manlike werknemer wat gewoonlik nie op 'n Saterdag werk nie, langer as vyf uur op so 'n dag.

(11) *Betaling vir oortydwerk.*—'n Werkgever moet 'n werknemer wat by hom in diens is, teen 'n tarief van minstens een en 'n half maal sy gewone loon betaal ten opsigte van alle oortyd wat sodanige werknemer gewerk het, en dié oortyd is die totaal van alle tydperke oortyd wat gedurende 'n week gewerk is, en as daar 'n deel van 'n uur oorbly, word dit as 'n uur geag.

(12) Daar mag van geen werknemer vereis word om sonder sy toestemming oortyd te werk nie.

(13) Geen werknemer mag ontslaan of in sy werk benadeel word omdat hy weier om oortyd te werk nie.

Voorbehoudsbepalings.—Subklousules (4), (6) en (10) is nie van toepassing op 'n manlike werknemer wat werk doen wat deur 'n onklaarraking van installasie of masjinerie of 'n ander onvoorsiene noodgeval noodsaaklik gemaak word nie, of wat in verband staan met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie, en subklousules (4), (5), (7) en (10) is nie op 'n wag van toepassing nie.

(14) *Tabakomdraai gedurende die fermentasieproses.*—'n Werknemer wat hierdie werksaamheid verrig, moet nie toegelaat word om dié werk vir 'n tydperk van langer as drie maande gedurende enige ses agtereenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF

(1) Behoudens paragrafe (c) en (d) van hierdie subklousule, moet 'n werkgever jaarlikse verlof wat gedurende die laaste helfte van Desember begin, ten opsigte van elke kalenderjaar diens soos volg aan sy werknemers toestaan:

(a) In die geval van 'n werknemer wat sedert 15 Januarie van die kalenderjaar waarop die verlof betrekking het in sy diens was, drie agtereenvolgende weke met volle besoldiging;

(b) in die geval van 'n werknemer wat in sy diens tree na 15 Januarie van die kalenderjaar waar op die verlof betrekking het, elf werkure met volle besoldiging vir 'n werknemer wat vyf dae per week werk en 12 werkure met volle besoldiging vir 'n werknemer wat ses dae per week werk, ten opsigte van elke voltooide maand diens: Met dien verstande dat 'n werkgever van sodanige werknemer kan vereis om bykomende verlof sonder besoldiging te neem van altesaam hoogstens drie agtereenvolgende weke;

(c) ondanks paragrafe (a) en (b) en ter vervanging daarvan het 'n werkgever die reg om die getal dae verlof met volle besoldiging ingevolge genoemde subklousule aan hoogstens vyf persent van sy werknemers toe te staan op enige latere tyd in die onmiddellik daaropvolgende Desember en/of Januarie soos nodig mag wees vir die doeltreffende bestuur van sy besigheid;

(d) a monthly paid employee may be required or permitted to take his leave on full pay for the duration prescribed in paragraph (a) or (b) at any other time but to commence not later than within three months of the completion of each year of service to which the leave relates;

(e) whenever a public holiday, as defined in clause 9 (1), falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay;

(f) the period of such leave shall not be concurrent with sick leave in terms of clause 8 nor with any period during which the employee undergoes military service, or with any period of notice in terms of clause 21;

(g) *Voluntary military service.*—Where an employee undertakes military service on a voluntary basis, such absence shall be taken out of annual leave.

(2) *Leave remuneration.*—The remuneration in respect of annual leave referred to in subclause (1), shall be paid on the last working day before the date of the commencement of such leave.

(3) An employee whose contract of employment terminates during any period of 12 months with the same employer before the period of leave referred to in subclause (1) of this clause in respect of that period has accrued, shall, upon such termination, be paid—

(i) in respect of each completed month of such period of less than 12 months not less than 11 hours' pay calculated at the rate per hour which he was receiving immediately before the date of such termination;

(ii) in respect of any public holidays, as defined in clause 9 (1), which have fallen on any Saturday during such period of less than 12 months not less than nine hours' pay calculated at the rate per hour which he was receiving immediately before the date of such termination.

(4) *Annual bonus.*—In addition to the leave remuneration referred to in subclause (2), an employer shall pay in December of each year, prior to the granting of annual leave in terms of subclause (1), or on dismissal in November or December [other than summary dismissal in terms of clause 21 (1) (i)], to each of his employees—

(a) who has been in his employ for a continuous period of five years or more, three weeks' wages based on actual earnings at that time;

(b) with less than five years' continuous service engaged prior to 15 January of the current year, 2,4 weeks' wages at the actual rate being paid at the time;

(c) engaged after 15 January of the current year, one-twelfth of 2,4 weeks' wages at the actual rate being paid at the time in respect of each calendar month of service calculated from the first day of the month nearest to the date of engagement and to include the month of December:

Provided that—

(i) those employees who are granted leave other than in December shall be paid the annual bonus during December each year on the basis laid down above;

(ii) in the case of an employee proceeding on retirement during the year and before December, he be paid a *pro rata* share of the annual bonus he would have received that year, the calculation to be based on one-twelfth of the applicable bonus multiplied by the number of completed calendar months up to the time of the employee's going on retirement;

(iii) no annual bonus shall be paid to any employee who terminates his employment during the course of any calendar year.

(5) 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);

(b) undergoing military service for the initial period of 24 months and subsequent/other compulsory military service for periods of up to six months in any one year;

(c) absent from work on the instructions or at the request of his employer;

(d) absent for a period not exceeding 14 weeks owing to illness, accident or confinement in terms of section 23 of the Factory, Machinery and Building Work Act, 1941: Provided that such period or periods of absence are supported by a certificate from a registered medical practitioner in proof of incapacitation for work, which incapacitation shall not be owing to misconduct or wilful neglect of the person concerned: Provided further that such period of 14 weeks shall only apply to such persons who are in the employ of the same employer when annual leave payments are made when an establishment closes for annual leave; and shall be deemed to commence on the date on which the employee last became entitled to annual leave or the date of his engagement, whichever is the later.

(d) 'n werkgewer kan van 'n werknemer wat maandeliks besoldig word, vereis of hom toelaat om sy jaarlikse verlof met volle besoldiging, wat so lank moet duur as wat in paragraaf (a) of (b) voorgeskryf word, op enige ander tydstop te neem, maar dit moet begin binne drie maande na voltooiing van elke jaar diens waarop die verlof betrekking het;

(e) wanneer 'n openbare vakansiedag soos in klousule 9 (1) omskryf, in die tydperk van sodanige verlof val, moet sodanige vakansiedag by genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word;

(f) die tydperk van sodanige verlof mag nie met siekteverlof ingevolge klousule 8, of met 'n tydperk waarin die werknemer militêre diens ondergaan, of met 'n diensopseggingstermyn ingevolge klousule 21, saamval nie.

(g) *Vrywillige militêre diens.*—Indien 'n werknemer militêre diens op 'n vrywillige grondslag onderneem, moet sodanige afwesigheid uit die jaarlikse verlof geneem word.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof waarvan in subklousule (1) melding gemaak word, moet betaal word op die laaste werkdag voor die datum waarop sodanige verlof begin.

(3) 'n Werknemer wie se dienskontrak gedurende enige periode van 12 maande met dieselfde werkgewer eindig voordat die verloftydperk wat in subklousule (1) van hierdie klousule gemeld word ten opsigte van daardie periode, opgeloopt het, moet by sodanige beëindiging—

(i) ten opsigte van elke voltooide maand van sodanige tydperk wat minder as 12 maande is, vir minstens 11 uur betaal word, bereken teen die tarief per uur wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het;

(ii) ten opsigte van openbare vakansiedae, soos in klousule 9 (1) omskryf, wat op 'n Saterdag geval het gedurende sodanige tydperk wat minder as 12 maande is, vir minstens nege uur betaal word, bereken teen die tarief per uur wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(4) *Jaarlikse bonus.*—Benewens die verlofbesoldiging in subklousule (2) bedoel, moet 'n werkgewer in Desember van elke jaar, voordat jaarlikse verlof ingevolge subklousule (1) toegestaan word, of by ontslag in November of Desember [uitgesonderd summier ontslag ingevolge klousule 21 (1) (i)], aan elk van sy werknemers—

(a) wat 'n ononderbroke tydperk van vyf jaar of langer in sy diens was, drie weke se loon betaal, gebaseer op sy werklike verdienste in daardie stadium;

(b) met minder as vyf jaar ononderbroke diens wat voor 15 Januarie van dieselfde jaar in diens geneem is, 2,4 weke se loon betaal teen die werklike tarief wat dan betaal word;

(c) wat na 15 Januarie van dieselfde jaar in diens geneem is, ten opsigte van elke kalendermaand diens, bereken vanaf die eerste dag van die maand naaste aan die indiensnemingsdatum, en met inbegrip van die maand Desember, een twaalfde betaal van 2,4 weke se loon teen die werklike tarief wat dan betaal word;

Met dien verstande dat—

(i) aan daardie werknemers aan wie verlof op 'n ander tyd as in Desember toegestaan word, die jaarlikse bonus gedurende Desember van elke jaar betaal moet word op die grondslag soos hierbo uiteengesit;

(ii) in die geval van 'n werknemer wat gedurende die jaar en voor Desember aftree, hy 'n *pro rata*-gedeelte betaal moet word van die jaarlikse bonus wat hy daardie jaar sou ontvang het en waarvan die berekening gebaseer moet word op een twaalfde van die toepaslike bonus, vermenigvuldig met die getal voltooide kalendermaande tot op die tydstop wanneer die werknemer aftree;

(iii) geen jaarlikse bonus betaal word aan 'n werknemer wat sy diens gedurende die loop van 'n kalenderjaar beëindig nie.

(5) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke te omvat waarin 'n werknemer—

(a) afwesig is met verlof ingevolge subklousule (1);

(b) militêre diens ondergaan vir die aanvanklik tydperk van 24 maande; en latere/ander verpligte militêre diens vir tydperke van hoogstens ses maande in 'n bepaalde jaar;

(c) van die werk afwesig is op las of op versoek van sy werkgewer;

(d) afwesig is vir 'n tydperk van hoogstens 14 weke weens siekte, 'n ongeluk of bevalling ingevolge artikel 23 van die Wet op Fabriek, Masjinerie en Bouwerk, 1944: Met dien verstande dat sodanige tydperk of tydperke van afwesigheid gestaaf word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn as bewys van ongeskiktheid vir werk, ongeskiktheid wat nie die gevolg moet wees van wangedrag of opsetlike versuim aan die kant van die betrokke persoon nie: Voorts met dien verstande dat sodanige tydperk van 14 weke slegs van toepassing is op persone wat in die diens is van dieselfde werkgewer wanneer jaarlikse verlofbetalings geskied by die sluiting van 'n bedryfsinrigting vir die jaarlikse verloftydperk; en dit word geag te begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het of die datum van sy indiensneming, naamlik die jongste datum.

8. SICK LEAVE

(1) An employer shall grant to his employee who is absent from work through sickness or accident during the calendar year, a total of—

- (a) not less than 88 hours paid sick leave if he works a five-day week;
- (b) not less than 96 hours paid sick leave if he works a six-day week;
- (c) in the case of an employee who works a five-day week and falls ill after 15 January of the calendar year to which such sick leave relates, seven hours' paid sick leave in respect of each completed month of service and in the case of an employee who works a six-day week, eight hours' sick leave for each completed month of service.

(2) The employer shall require the production of a certificate issued by a registered medical practitioner in respect of each period of absence for which payment is claimed.

(3) Incapacitation caused by the misconduct or wilful neglect of an employee shall not be claimed for as sick leave.

(4) In the case of an accident compensatable under the Workmen's Compensation Act, 1941, an amount equal to the difference between the compensation received for wages lost and the actual amount of wages lost shall be paid ex sick leave: Provided that such amount shall not exceed the amount of sick leave due to such employee in terms of paragraphs (a), (b) and (c) of subclause (1).

(5) For the purposes of this clause, the expression "employment" shall have the same meaning as in clause 7 (5) and the expression "calendar year" shall mean a period of 12 months from 1 January to 31 December of any year.

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employer shall grant leave on full pay to an employee on New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, the day following Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill. For the purposes of this clause, only the days enumerated above shall be deemed to be public holidays: Provided that—

(i) whenever Day of Goodwill falls on a Monday, the following Tuesday shall be deemed to be Day of Goodwill, and that when Ascension Day falls on Republic Day, 30 May shall be deemed to be a public holiday;

(ii) whenever any public holiday falls on a Sunday, the following Monday shall be deemed to be that holiday.

(2) *Payment for work on Sundays and public holidays.*—Subject to the provisions of clause 6 (8), whenever an employee other than a watchman works on a Sunday or public holiday, his employer shall—

(a) in respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period, ordinarily worked by him on a week-day, i.e. nine hours: Provided that an employer may pay an employee who works on a Sunday, one and a half times the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by 44; for each hour or part of an hour so worked, and grant him within seven days of such Sunday, one day's leave and pay him in respect thereof not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by five;

(b) in respect of a public holiday, pay the employee his ordinary wage in respect of the time worked, any part of an hour worked counting as a completed hour, in addition to the pay due under subclause (1) hereof.

10. PROPORTION OR RATIO

An employer shall not employ—

(a) an unqualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee unless he has in his employ a qualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee, and for each such qualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee not more than one unqualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee may be employed by him;

(b) an unqualified grade II employee and/or tobacco packer unless he has in his employ a qualified grade II employee and/or tobacco packer, and for each qualified grade II employee and/or tobacco packer employed by him not more than one unqualified grade II employee and/or tobacco packer may be employed by him. For the purposes of this subclause, grade II employees and tobacco packers shall be treated as one group of employees;

Provided that an unqualified employee in any of the classes referred to who is in receipt of a wage not less than that prescribed for qualified employees of his class may for the purposes of this clause be deemed to be a qualified employee.

11. PIECE-WORK

(1) An employee employed on piece-work for any period shall be paid the full amount earned by him under the piece-work rates, subject to subclauses (2), (3) and (4): Provided that irrespective of the amount of

8. SIEKTEVERLOF

(1) 'n Werkgewer moet aan sy werknemer wat gedurende die kalenderjaar weens siekte of 'n ongeluk van die werk afwesig is siekteverlof met besoldiging toestaan van altesaam—

(a) minstens 88 uur indien hy vyf dae per week werk;

(b) minstens 96 uur indien hy ses dae per week werk;

(c) in die geval van 'n werknemer wat vyf dae per week werk en siek word na 15 Januarie van die kalenderjaar waarop sodanige siekteverlof van toepassing is, sewe uur vir elke voltooiende maand diens en in die geval van 'n werknemer wat ses dae per week werk, agt uur vir elke voltooiende maand diens.

(2) Die werkgewer kan vereis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn uitgereik is, voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word.

(3) Vir ongeskiktheid veroorsaak deur wangedrag of opsetlike versuim aan die kant van die werknemer mag geen eis vir siekteverlof ingestel word nie.

(4) In die geval van 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, moet 'n bedrag gelyk aan die verskil tussen die vergoeding ontvang vir verlore lône en die werklike bedrag van die verlore lône uit siekteverlof betaal word: Met dien verstande dat sodanige bedrag nie meer mag wees nie as die bedrag van die siekteverlof wat ooreenkomstig paragrawe (a), (b) en (c) van subklousule (1) aan sodanige werknemer verskuldig is.

(5) Vir die toepassing van hierdie klousule moet die uitdrukking "diens" geag word dieselfde betekenis te hê, as in klousule 7 (5) en beteken die uitdrukking "kalenderjaar" 'n tydperk van 12 maande vanaf 1 Januarie tot 31 Desember van 'n bepaalde jaar.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werkgewer moet op Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die dag na Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte dag, Kersdag en Welwillendheidsdag verlof met volle besoldiging aan 'n werknemer toestaan. Vir die toepassing van hierdie klousule word slegs bogenoemde dae as openbare vakansiedae geag: Met dien verstande dat—

(i) as Welwillendheidsdag op 'n Maandag val, die volgende Dinsdag as Welwillendheidsdag beskou word en dat as Hemelvaartsdag op Republiekdag val, 30 Mei as 'n openbare vakansiedag geag word;

(ii) as 'n openbare vakansiedag op 'n Sondag val, die volgende Maandag as dié vakansiedag beskou moet word.

(2) *Betaling vir werk op Sondae en openbare vakansiedae.*—Behoudens klousule 6 (8) moet 'n werkgewer sy werknemer, uitgesonderd 'n wag, wanneer hy op 'n Sondag of openbare vakansiedag werk, soos volg betaal:

(a) Ten opsigte van 'n Sondag, minstens dubbel die loon wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, aan hom betaalbaar is, d.w.s. nege uur: Met dien verstande dat 'n werkgewer 'n werknemer wat op 'n Sondag werk, een en 'n half maal die weekloon kan betaal wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur 44, vir elke uur of gedeelte van 'n uur aldus gewerk, en hom binne sewe dae vanaf sodanige Sondag, een dag verlof toestaan, en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur vyf;

(b) ten opsigte van 'n openbare vakansiedag, benewens die betaling wat ingevolge subklousule (1) hiervan aan hom verskuldig is, sy gewone loon ten opsigte van die tyd gewerk, en 'n gedeelte van 'n uur gewerk, moet as 'n volle uur getel word.

10. GETALSVERHOUDING

'n Werkgewer mag nie—

(a) 'n ongekwalifiseerde fabrieksklerk of versendingsklerk of ontvangsklerk of magasynman en graad I-werknemer in diens neem nie, tensy hy 'n gekwalifiseerde fabrieksklerk of versendingsklerk of ontvangsklerk of magasynman en graad I-werknemer in sy diens het, en vir elke sodanige gekwalifiseerde fabrieksklerk of versendingsklerk of ontvangsklerk of magasynman en graad I-werknemer mag hy hoogstens een ongekwalifiseerde fabrieksklerk of versendingsklerk of ontvangsklerk of magasynman en graad I-werknemer in diens neem;

(b) 'n ongekwalifiseerde graad II-werknemer en/of tabakverpakker in diens neem nie, tensy hy 'n gekwalifiseerde graad II-werknemer en/of tabakverpakker in sy diens het, en vir elke gekwalifiseerde graad II-werknemer en/of tabakverpakker wat by hom werksaam is, mag hy hoogstens een ongekwalifiseerde graad II-werknemer en/of tabakverpakker in diens neem. Vir die toepassing van hierdie subklousule, word graad II-werknemers en tabakverpakkers as een groep werknemers behandel.

Met dien verstande dat 'n ongekwalifiseerde werknemer in engeen van die gemelde klasse wat minstens die loon ontvang wat vir gekwalifiseerde werknemers van sy klas voorgeskryf word, vir die toepassing van hierdie klousule as 'n gekwalifiseerde werknemer geag mag word.

11. STUKWERK

(1) 'n Werknemer wat stukwerk vir 'n tydperk verrig, moet behoudens subklousules (2), (3) en (4), die volle bedrag betaal word wat hy ingevolge die stukwerkskale verdien het: Met dien verstande dat, afgesien van die

piece-work performed such employee shall in respect of such period be paid not less than the wage which would have been payable to him had he been employed as a time worker during such period.

(2) An employer shall not introduce piece-work in his establishment unless he has given to his employees and to the Council not less than two weeks' notice of his intention to do so.

(3) An employer whose employees are engaged on piece-work shall not be permitted to discontinue the piece-work system, unless he has given at least two weeks' notice to his employees and to the Council of his intention to do so.

(4) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work rates referred to in subclause (1) and shall not alter such rates unless he has given to his employees and to the Council not less than two weeks' notice of the proposed alteration.

12. EXEMPTIONS

(1) Subject to the proviso of section 51 (3) of the Act the Council in its discretion, may grant to or in respect of any person exemption from any of the provisions of this Agreement: Provided that no exemption may be granted from clause 6 (2) except in the case of work necessitated by an emergency.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the employer and/or employee concerned, withdraw any licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption 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 fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

13. LOG BOOK

(1) Every employer shall provide a log book with duplicate folios for the use of each motor vehicle driver as nearly as practicable in the following form:

DAILY LOG

Name of employer
 Name of driver
 Time of starting work
 Time of finishing work
 Number of ordinary hours worked
 Number of hours of overtime worked
 Meal hours from to
 Breakdown, accidents and/or other delays
 Signature of driver

(2) Every driver upon being provided with the log book referred to in subclause (1), shall complete the log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain a complete copy of the daily log for a period of three years subsequent to the date of its completion.

14. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS

(1) An employer shall supply, free of charge, to his employee suitable protective clothing required in terms of the Factories, Machinery and Building Work Act, 1941, and shall renew such clothing as often as may be necessary to ensure that it shall at all times be adequate and sufficient.

(2) An employer shall supply each employee, free of charge, with a set of suitable protective clothing in good condition within six weeks of the commencement of his employment or the coming into operation of this Agreement, whichever is the later, and shall renew such protective clothing when necessary but need not do so more than once every twelve months.

(3) An employee to whom protective clothing has been issued in terms hereof, shall be required to wear such clothing during all working hours, and shall be responsible for the good condition and laundering of such protective clothing: Provided that an employer may launder the protective clothing and withdraw the right of an employee to take protective clothing away from an establishment.

(4) All protective clothing issued in terms of subclause (2) shall remain the property of the employer and shall be returned by the employee at the termination of his service. The employer shall collect from the employee the sum of R4,00 in respect of each set of protective clothing in the event of the employee losing or not returning his protective clothing, which amount shall be recoverable by way of set-off out of moneys due to such employee.

hoeveelheid stukwerk wat verrig word, sodanige werknemer ten opsigte van sodanige tydperk minstens die loon betaal word wat aan hom betaalbaar sou gewees het indien hy gedurende sodanige tydperk as 'n tydwerker werksaam was.

(2) 'n Werkgewer mag nie stukwerk in sy bedryfsinrigting invoer nie, tensy hy aan sy werknemers en aan die Raad minstens twee weke vooraf kennis gegee het van sy voorneme om dit te doen.

(3) 'n Werkgewer wie se werknemers stukwerk verrig, mag nie toegelaat word om met die stukwerkstelsel op te hou nie, tensy hy aan sy werknemers en die Raad minstens twee weke vooraf kennis gegee het van sy voorneme om dit te doen.

(4) 'n Werkgewer moet 'n lys van die stukwerk tariewe in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou, en hy mag sodanige tariewe nie verander nie tensy hy aan sy werknemers en die Raad kennis gegee het van die voorgename verandering.

12. VRYSTELLINGS

(1) Onderworpe aan die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad na goeddunke aan of ten opsigte van enige persoon vrystelling verleen van enige bepaling van hierdie Ooreenkoms: Met dien verstande dat vrystelling nie verleen mag word van klousule 6 (2) nie, uitgesonderd in die geval van werk wat deur 'n noodgeval genoodsaak word.

(2) Die Raad moet, ten opsigte van eenige aan wie vrystelling kragtens subklousule (1) verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke werkgewer en/of werknemer enige vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen is, 'n vrystellingsertifikaat uitreik wat hy onderteken het en wat die volgende meld:

- (a) Die volle naam van die betrokke persoon;
- (b) die beplaings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig subklousule (2) gestel is, waarop sodanige vrystelling verleen word;
- (d) die tydperk waartydens die vrystelling van krag is.

13. LOGBOEK

(1) Elke werkgewer moet vir gebruik deur elke motorvoertuigdrywer 'n logboek met duplikaatfolio's verskaf wat vir sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Hoe laat werk begin het
 Hoe laat werk opgehou het
 Getal gewone ure gewerk
 Getal oortydure gewerk
 Etenspouses van tot
 Teëspoed, ongelukke en/of ander vertragsins
 Handtekening van drywer

(2) Elke drywer moet, wanneer die logboek wat subklousule (1) bedoel aan hom verskaf word, die log ten opsigte van elke dag se werk in tweevoud invul, en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien.

(3) Elke werkgewer moet 'n volledige kopie van die daaglikse log vir 'n tydperk van drie jaar na die datum waarop dit ingevul is, hou.

14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

(1) 'n Werkgewer moet aan sy werknemer gratis geskikte beskermende klere verskaf wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vereis word, en moet sodanige klere so dikwels hernuwe as wat nodig is om te verseker dat dit te alle tye voldoende en toereikend is.

(2) 'n Werkgewer moet aan elke werknemer gratis 'n uitrusting geskikte beskermende klere in 'n goeie kondisie verskaf binne ses weke nadat sy diens begin het of na die inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum, en moet sodanige beskermende klere wanneer nodig hernuwe, maar hoef dit nie meer as een maal elke 12 maande te doen nie.

(3) Daar word van 'n werknemer aan wie beskermende klere ingevolge hiervan uitgeriek is, vereis om sodanige klere gedurende alle werke te dra, en hy is verantwoordelik daarvoor dat sodanige beskermende klere in 'n goeie kondisie gehou en gewas word: Met dien verstande dat 'n werkgewer die beskermende klere kan laat was en die reg van 'n werknemer om beskermende klere van die bedryfsinrigting af weg te neem, kan intrek.

(4) Alle beskermende klere wat ingevolge subklousule (2) uitgereik is, bly die eiendom van die werkgewer en die werknemer moet dit by die beëindiging van sy diens teruggee. Die werkgewer moet die bedrag van R4 ten opsigte van elke uitrusting beskermende klere van die werknemer in-vorder ingeval die werknemer sy beskermende klere verloor of nie terug-gee nie, en die bedrag kan ingewin word deur dit van gelde wat aan sodanige werknemer verskuldig is, af te trek.

15. BEVERAGES

An employer shall make available, free of charge, tea or coffee (with milk and sugar) twice daily to his employees during their morning and afternoon rest intervals: Provided that employees may be required to provide their own receptacles.

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

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

17. COUNCIL FUNDS

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

(a) On the first pay-day after this Agreement comes into operation, and on each pay-day thereafter, each employee shall contribute an amount of three cents per week;

(b) the employer shall contribute three cents per week in respect of each of his employees;

(c) in the case of monthly paid employees, contributions referred to in subclauses (a) and (b) shall be 13 cents per month;

(d) the employer shall deduct contributions in respect of his weekly and monthly paid employees and shall forward them to the Secretary of the Council within two weeks after the end of the month during which the deductions fell due, together with his own contribution.

18. ORGANISATION OF EMPLOYEES

Every employer shall permit any person or persons authorised by the trade union, provided that such person or persons are members of the union and do not exceed five in number, to enter from time to time a section of his establishment prescribed by the employer, during the lunch hour, for the purpose of carrying on trade union activities: Provided that not less than 24 hours' notice be given to the employer of the intention to visit the prescribed section of the establishment: Provided further that any representative of the employer may be present at such activities.

19. AGENTS

The Council may appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee 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.

20. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS

(1) Every employer shall issue a certificate of service free of charge to each of his employees at the time when he leaves such employer's service. Certificates shall be in the form of Annexure A to this Agreement. All certificates issued by the employer shall be numbered consecutively and shall be signed by the employer or his representative, and a copy of each certificate shall be retained by him.

(2) A copy of each certificate issued in terms of subclause (1) shall be forwarded to the Secretary of the Council at his registered address, within seven days of the date of issue.

(3) (a) An employer, within seven days of engaging any applicant for work, shall require such applicant to produce a certificate of service issued in accordance with the provisions of subclause (1) or a certificate of grading issued by the Council which shall be in the form of Annexure B to this Agreement.

(b) The employer shall forward to the Secretary of the Council such certificate with an engagement form, which shall be in the form of Annexure C to this Agreement, not later than two weeks after the applicant has commenced work.

(4) Where an applicant for work is unable to produce a certificate in terms of subclause (3) (a), an employer shall not permit such employee to continue work unless he has caused such applicant to complete and sign in the presence of a witness, a statement of experience in the form of Annexure D to this Agreement, and forward it to the Secretary of the Council, together with the relative engagement form, as provided in subclause (3) (b).

21. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice in the case of a weekly paid employee and one month's notice in the case of a monthly paid employee, in writing, of his intention to terminate the contract of employment, or an employer or an employee may terminate the contract of employment without notice by paying or forfeiting respectively not less than—

(a) in the case of a period of notice of one week, the weekly wage;

(b) in the case of a period of notice of one month, the monthly wage; which the employee was receiving immediately before the date of such termination: Provided that this shall not affect—

(i) the right of an employer to terminate a contract of employment without notice after absence without leave for a period of 14 days or for any cause recognised by law as sufficient;

15. DRANKE

'n Werkgewer moet twee maal per dag gedurende die werknemers se oggend- en middagruspouse gratis tee of koffie (met melk en suiker) aan sy werknemers beskikbaar stel: Met dien verstande dat daar van werknemers vereis kan word om hul eie houer te verskaf.

16. VERBOD OP DIE INDIENSNEMING VAN ENIGIEMAND WAT JONGER IS AS 15 JAAR

'n Werkgewer mag niemand wat jonger is as 15 jaar in diens neem nie.

17. FONDSE VAN DIE RAAD

Die fondse van die Raad wat by die Raad berus en deur wie dit geadmistreer word, word soos volg verkry:

(a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet elke werknemer 'n bedrag van drie sent per week bydra;

(b) die werkgewer moet ten opsigte van elkeen van sy werknemers drie sent per week bydra;

(c) in die geval van werknemers wat maandeliks betaal word, moet die bydraes wat in subklousule (a) en (b) gemeld word, 13c per maand wees;

(d) die werkgewer moet bydraes ten opsigte van sy werknemers wat weekliks en maandeliks betaal word, aftrek, en moet dit binne twee weke na die einde van die maand waarin die aftrekkings verskuldig geword het saam met sy eie bydrae aan die Sekretaris van die Raad stuur.

18. ORGANISASIE VAN WERKNEMERS

Elke werkgewer moet enige persoon of persone wat deur die vakvereniging daartoe gemagtig word, mits sodanige persoon of persone 'n lid of lede van die vakvereniging is en hoogstens vyf in getal is, toelaat om van tyd tot tyd gedurende die middagetensuur 'n afdeling van sy bedryfsinrigting wat die werkgewer voorgeskryf het, binne te gaan om vakverenigings-werksaamhede daar te verrig: Met dien verstande dat die wergewer minstens 24 uur kennis gegee word van die voorneme om die voorgeskrewe afdeling van die bedryfsinrigting te besoek: Voorts met dien verstande dat enige verteenwoordiger van die werkgewer by sodanige werksaamhede teenwoordig kan wees.

19. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms, en dit is elke werkgewer en elke werknemer se plig om sodanige agente toe te laat om dié navraag te doen en dié boeke en/of geskrifte te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is.

20. DIENSSERTIFIKAAT EN INDIENSNEMINGSVORMS

(1) Elke werkgewer moet aan elkeen van sy werknemers 'n dienssertifikaat gratis uitreik wanneer hy sodanige werkgewer se diens verlaat. Sertifikate moet in die vorm wees wat in Aanhangsel A by hierdie Ooreenkoms voorgeskryf word. Alle sertifikate wat die werkgewer uitreik, moet agtereenvolgens genummer word en deur die werkgewer of sy verteenwoordiger onderteken word, en die werkgewer moet 'n afskrif van elke sertifikaat hou.

(2) 'n Afskrif van elke sertifikaat wat ingevolge subklousule (1) uitgereik word, moet binne sewe dae vanaf die datum waarop dit uitgereik word aan die Sekretaris van die Raad by sy geregistreerde adres gestuur word.

(3) (a) 'n Werkgewer moet binne sewe dae nadat hy 'n applikant vir werk in diens geneem het, van sodanige applikant vereis om 'n dienssertifikaat voor te lê, wat ooreenkomstig subklousule (1) uitgereik is, of 'n graderingsertifikaat deur die Raad uitgereik wat in die vorm van Aanhangsel B van hierdie Ooreenkoms moet wees.

(b) Die werkgewer moet binne twee weke nadat die applikant begin werk het sodanige sertifikaat saam met 'n indiensnemingsvorm, in die vorm in Aanhangsel C van hierdie Ooreenkoms, aan die Sekretaris van die Raad stuur.

(4) Wanneer 'n applikant vir werk nie in staat is om 'n sertifikaat ingevolge subklousule 3 (a) voor te lê nie, moet die werkgewer sodanige werknemer nie toelaat om voort te gaan om te werk nie tensy hy sodanige applikant 'n ondervindingsverklaring, in die vorm van Aanhangsel D van hierdie Ooreenkoms, in die teenwoordigheid van 'n getuie laat teken, waarna hy dit saam met die betrokke indiensnemingsvorm soos in subklousule (3) (b) bepaal, aan die Sekretaris van die Raad moet stuur.

21. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week in die geval van 'n werknemer wat weekliks betaal word en minstens een maand in die geval van 'n werknemer wat maandeliks betaal word, skriftelik kennis gee van sy voorneme om sy dienskontrak te beëindig, of 'n werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur onderskeidelik minstens die volgende te betaal of te verbeur:

(a) In die geval van kennisgewing van een week, die weekloon;

(b) in die geval van kennisgewing van een maand, die maandloon; wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer om die dienskontrak sonder kennisgewing te beëindig ná afwesigheid sonder verlof vir 'n tydperk van 14 dae of om 'n rede wat regtens as afdoende beskou word;

(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 not less than one week.

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

(3) The notice referred to in subclause (1) shall not run concurrently with—

(a) annual leave or military service;

(b) sick leave, which, for the purposes of this clause, shall not exceed a total of 14 weeks in any calendar year after which the employer may terminate the employment as from the date of commencement of the last period of absence: Provided that such termination shall not relieve the employer of any liability for sick pay due in terms of clause 8 in respect of such last period;

(c) absence on confinement for a period of 14 weeks: Provided that if the employee does not return to work on expiration of the said period of 14 weeks, the provisions of paragraph (b) shall *mutatis mutandis* apply: Provided further that if an employee is absent on confinement more than once in 24 months, her services may be terminated with effect from the day of commencement of the second period of absence on confinement.

22. SAVINGS

Except for the purpose of ratio, this Agreement shall apply to all employees, other than certificated nursing sisters, factory, management and professional staff.

23. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement, in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

Signed at Rustenburg, on behalf of the parties, this 9th day of February 1981.

A. J. FOURIE, Chairman of the Council.

D. G. STEYN, Vice-Chairman of the Council.

R. BARENDSE, Secretary of the Council.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG)

No.

CERTIFICATE OF SERVICE

(Issued in terms of Industrial Council Agreement)

Employee's full name
(Surname in capital letters)
Formerly known as
Employee's home address
Factory No.
Grade
Last occupation
Since (date)
*Wage received at time of leaving R per week.
(Including Cost of Living Allowance)
Date of last increase
Date of entering service
Date of leaving service
Total period covered by this certificate years
..... months days.
Name of factory
Employer's signature
Date of issue

* In the case of piece-workers, please state their time rate minimum per week.

N.B.—This certificate must be filled in accurately and one copy given to the employee and one copy posted to the Secretary of the Industrial Council, 72 Kerk Street, Rustenburg.

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank en minstens 'n week duur.

(2) As daar 'n ooreenkoms aangegaan word ingevolge subklousule (1) (ii), moet die besoldiging of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waartoe daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) bedoel, mag nie met die volgende saamval nie:

(a) Jaarlikse verlof of militêre diens;

(b) siekteverlof, wat vir die toepassing van hierdie klousule altesaam hoogstens 14 dae in 'n kalenderjaar mag beloop, waarna die werkgever die diens kan beëindig met ingang van die aanvangsdatum van die jongste tydperk van afwesigheid: Met dien verstande dat sodanige diensbeëindiging nie die werkgever onthef van sy aanspreeklikheid vir siektebesoldiging ten opsigte van sodanige jongste tydperk wat ingevolge klousule 8 verskuldig is nie;

(c) afwesigheid weens 'n bevalling vir 'n tydperk van 14 weke: Met dien verstande dat as die werknemer by verstryking van genoemde tydperk van 14 dae nie na haar werk terugkeer nie, paragraaf (b) *mutatis mutandis* van toepassing word: Voorts met dien verstande dat as 'n werknemer meer as een maal in 24 maande weens 'n bevalling afwesig is, haar diensbeëindiging kan word met ingang van die dag waarop die tweede tydperk van afwesigheid weens 'n bevalling begin.

22. VOORBEHOUDSBEPALING

Behalwe in die geval van getalsverhouding, is hierdie Ooreenkoms van toepassing op alle werknemers, uitgesonderd gediplomeerde verpleegsters, fabrieks-, bestuurs- en professionele personeel.

23. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat in die Regulasies kragtens die Wet voorgeskryf word, vertoon op 'n opvallende plek waartoe sy werknemers maklik toegang het.

Namens die partye op hede die 9de dag van Februarie 1981 te Rustenburg onderteken.

A. J. FOURIE, Voorsitter van die Raad.

D. G. STEYN, Ondervoorsitter van die Raad.

R. BARENDSE, Sekretaris van die Raad.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID (RUSTENBURG)

No.

DIENSSERTIFIKAAT

(Uitgereik ooreenkomstig die Nywerheidsraadooreenkoms)

Volle naam van die werknemer
(Familienaam in hoofletters)
Vroeër bekend as
Werknemer se huisadres
Fabrieksnummer
Graad
Vorige beroep
Sedert (datum)
*Loon ontvang ten tyde van diensbeëindiging R per week.
(Met inbegrip van lewenskostoelae)
Laaste verhogingsdatum
Indienstredingsdatum
Uitdienstredingsdatum
Totale tydperk wat deur hierdie sertifikaat gedek word jaar
..... maande dae.
Naam van fabriek
Handtekening van werkgever
Uitreikingsdatum

* In die geval van stukwerkers, meld asseblief hul minimum tydstarief per week.

L.W.—Hierdie sertifikaat moet noukeurig ingevul word en een afskrif aan die werknemer gegee en een afskrif aan die Sekretaris van die Nywerheidsraad, Kerkstraat 72, Rustenburg, gestuur word.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING
INDUSTRY (RUSTENBURG)
(72 Kerk Street, Rustenburg)

Dear Sirs,19.....

GRADING CERTIFICATE

Employee
Occupation
Receipt is hereby acknowledged of Notice of Engagement (Form No.)
dated

According to the particulars contained thereon and the records of the Council, the wages of the employee are in order and his next increment will fall due on

Yours faithfully,

Secretary

Messrs

AANHANGSEL C

Rustenburg19.....

To: The Industrial Council for the Tobacco Manufacturing Industry
(Rustenburg)

DETAILS RE ENGAGEMENT OF NEW EMPLOYEE IN TERMS OF
ANNEXURE C

Department..... Factory No.....
Full name.....
Formerly known as
Address.....
Sex..... Race.....
Married or single.....
Date of birth.....
Date started duties.....
Occupation.....
Grade..... Wage..... per week.
Total previous experience.....
No. of Certificate of Service produced by employee or date of Statement of
Experience.....

I certify that the above details are correct.

Signature of employee.....

Factory Manager

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING
INDUSTRY (RUSTENBURG)
(72 Kerk Street, Rustenburg)

STATEMENT OF EXPERIENCE

Note.—This Statement must be filled in accurately. Any person who, knowingly, makes or causes to be made any false statement, shall be guilty of an offence and is liable to prosecution in terms of section 73 of the Industrial Conciliation Act, 1956.

I, Mr/Mrs/Miss (surname)
First names.....
Formerly known as
of (home address)
hereby state that I am..... years of age and have had
the following experience in the Cigarette and/or Tobacco Manufacturing
Industry:

Name of Factory	Period of Service		Occupation	Wages	
	From	To		At start	When leaving

I hereby declare that to the best of my knowledge, the above Statement is true and correct.

Date

Employee's signature.....

Witnessed by

Please note.—This Statement must be forwarded by the employer to the Secretary of the Council together with the Engagement Form in respect of the employee.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG)

(Kerkstraat 72, Rustenburg)

Menere,19.....

GRADERINGSERTIFIKAAT

Werknemer
Beroep
Hierby word onvangs erken van die kennisgewing van indiensneming.
(Vorm No. gedateer)
Volgens die besonderhede wat daarop gemeld word en die rekords van die Raad, is die loon van die werknemer in orde en is sy volgende verhoging op aan hom verskuldig.

Die uwe,

Sekretaris

Mnre.

AANHANGSEL C

Rustenburg19.....

Aan: Die Nywerheidsraad vir die Tabaknywerheid (Rustenburg)

BESONDERHEDE AANGAANDE INDIENSNEMING VAN NUWE
WERKNEMER OOREENKOMSTIG AANHANGSEL C

Afdeling....., Fabrieknommer.....
Volle naam.....
Vroeër bekend as.....
Adres.....
Geslag..... Ras.....
Getroud of ongetroud.....
Geboortedatum.....
Datum waarop diens aanvaar is.....
Beroep.....
Graad..... Loon..... per week.
Totale vorige ondervinding.....
Dienssertifikaatnommer wat deur die werknemer voorgelê is, of datum van ondervindingsverklaring.....
Ek sertifiseer dat bostaande besonderhede korrek is.

Handtekening van werknemer.....

Fabriekbestuurder

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG)

(Kerkstraat 72, Rustenburg)

ONDERVINDINGSVERKLARING

Opmerking.—Hierdie Verklaring moet noukeuring ingevul word. Enigiemand wat wetens 'n vals verklaring doen, of laat doen, maak hom skuldig aan 'n oortreding en kan ingevolge artikel 73 van die Wet op Nywerheidsversoenings, 1956, vervolgt word.

Ek, mnr./mev./mej. (familienaam).....
Voornaam.....
Vroeër bekend as.....
van (huisadres).....
verklaar hierby dat ek..... jaar oud is en onderstaande ondervinding in die Sigaret- en/of Tabaknywerheid gehad het:

Naam van fabriek	Dienstydperk		Beroep	Loon	
	Van	Tot		By aanvang	By beëindiging

Ek verklaar hierby dat bostaande Verklaring na my beste wete juis en korrek is.

Datum

Handtekening van werknemer.....

As getuie

Let Wel.—Die werkgewer moet hierdie Verklaring saam met die indiensnemingsvorm van die werknemer aan die Sekretaris van die Raad stuur.

No. R. 1337

26 June 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG)**

I, Stephanus Petrus Botha, Minister of Manpower, 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 Tobacco Manufacturing Industry published under Government Notice R. 1336 of 26 June 1981, 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.

S. P. BOTHA, Minister of Manpower.

No. R. 1337

26 Junie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**TABAKNYWERHEID (RUSTENBURG)**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, 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 Tabaknywerheid gepubliseer by Goewermentskennisgewing R. 1336 van 26 Junie 1981, oor die algemeen vir werknemers wie se werkure 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.

S. P. BOTHA, Minister van Mannekrag.

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Part 1 and 2 1973 R6 3 1974 R3 4 1975 R3
Vol. 12 Part 1 1976 R5 2 1977 R5 3 1978 R7,50	

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany all inland orders.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Deel 1 en 2 1973 R6 3 1974 R3 4 1975 R3
Vol. 12 Deel 1 1976 R5 2 1977 R5 3 1978 R7,50	

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Part 1 and 2 1973 R6 3 1974 R3 4 1975 R3
	Vol. 12 Part 1 1976 R5 2 1977 R5 3 1978 R7,50

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany all inland orders.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Deel 1 en 2 1973 R6 3 1974 R3 4 1975 R3
	Vol. 12 Deel 1 1976 R5 2 1977 R5 3 1978 R7,50

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

CONTENTS**INHOUD**

No.		Page No.	Gazette No.	No.		Bladsy No.	Staats- koerant No.
Manpower Utilisation, Department of				Mannekragbenutting, Departement van			
<i>Government Notices</i>				<i>Goewermentskennisgewings</i>			
R. 1336	Industrial Conciliation Act (28/1956): Tobacco Manufacturing Industry, Rusten- burg	1	7641	R. 1336	Wet op Nywerheidsversoening (28/1956): Tabaknywerheid, Rustenburg	1	7641
R. 1337	Factories, Machinery and Building Work Act (22/1941): Tobacco Manufacturing Industry, Rustenburg	17	7641	R. 1337	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Tabaknywerheid, Rustenburg	17	7641

