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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2624 12 December 1986

LABOUR RELATIONS ACT, 1956 TOBACCO INDUSTRY (TRANSVAAL).— AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1990, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (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) (f), 19, 20 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL) AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2624 12 Desember 1986

WET OP ARBEIDSVERHOUDINGE, 1956 TABAKNYWERHEID (TRANSVAAL).— OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (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) (f), 19, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID (TRANSVAAL) OOREENKOMS

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

Tobacco Employers' Organisation

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

National Union of Cigarette and Tobacco Workers

and the

African Tobacco Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by the employers who are members of the employers' organisation and by all employees who are members of the trade unions who are engaged or employed therein;
- (b) in the Magisterial Districts of Alberton, Balfour [including portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 (Government Notice 611 of 30 March 1979) fell within the Magisterial District of Balfour], Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp [including that portion of the Magisterial District of Brits which, prior to 1 June 1972 (Government Notice 872 of 26 May 1972) fell within the Magisterial District of Krugersdorp], Nigel [including that portion of the Magisterial District of Hoëveldrif which, prior to 1 March 1979 (Government Notice 611 of 30 March 1979) fell within the Magisterial District of Nigel], Pretoria [including those portions of the Magisterial Districts of Cullinan and Brits which, prior to 30 May 1968 and 1 June 1972, respectively (Government Notices 970 of 30 May 1968 and 872 of 26 May 1972), fell within the Magisterial District of Pretoria], Randburg, Randfontein [including that portion of the Magisterial District of Westonaria which, prior to 1 November 1970 (Government Notice 1618 of 2 October 1970), fell within the Magisterial District of Randfontein, but excluding that portion of the Magisterial District of Randfontein, which prior to 1 September 1978 (Government Notice 1745 of 1 September 1978) fell within the Magisterial District of Westonaria], Roodepoort and Springs.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act, and shall remain in operation for the period ending 31 March 1990 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 Labour Relations Act, 1956, shall have the same meaning as in that Act, and unless inconsistent with the context—

"Act" means the Labour Relations 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 Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the Registrar of Manpower Training in terms of section 6 of the Manpower Training Act, 1981 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 plant supervisor" means an employee who is in charge of a boiler installation and who is responsible for the efficient performance and maintenance of such installation, and of the authorised pressures;

"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 III employees and/or labourers;

Tobacco Employer's Organisation

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

National Union of Cigarette and Tobacco Workers

en die

African Tobacco Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur die werkgevers wat lede is van die werkgeversorganisasie en betrokke is by die Tabaknywerheid en deur alle werknemers wat lede is van die vakverenigings en wat in genoemde Nywerheid werksaam is;
- (b) in die landdrosdistrikte Alberton, Balfour [met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 (Goewermementskennisgewing 611 van 30 Maart 1979) binne die landdrosdistrik Balfour geval het], Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp [met inbegrip van daardie gedeelte van die landdrosdistrik Brits wat voor 1 Junie 1972 (Goewermementskennisgewing 872 van 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Nigel [met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 (Goewermementskennisgewing 611 van 30 Maart 1979) binne die landdrosdistrik Nigel geval het], Pretoria [met inbegrip van daardie gedeeltes van die landdrosdistrikte Cullinan en Brits wat onderskeidelik voor 30 Mei 1968 en 1 Junie 1972 (Goewermementskennisgewings 970 van 30 Mei 1968 en 872 van 26 Mei 1972) binne die landdrosdistrik Pretoria geval het], Randburg, Randfontein [met inbegrip van daardie gedeelte van die landdrosdistrik Westonaria wat voor 1 November 1970 (Goewermementskennisgewing 1618 van 2 Oktober 1970) binne die landdrosdistrik Randfontein geval het, maar uitgesonderd daardie gedeelte van die landdrosdistrik Randfontein wat voor 1 September 1978 (Goewermementskennisgewing 1745 van 1 September 1978) binne die landdrosdistrik Westonaria geval het], Roodepoort en Springs.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel, en bly van krag vir die tydperk eindigende 31 Maart 1990 of vir die tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoelings blyk, uitdrukking wat in hierdie Ooreenkoms geësig word en in die Wet op Arbeidsverhoudinge, 1956, omskryf is, dieselfde betekenis as in daardie Wet, en tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n aangewese bedryf ingevolge die Wet op Vakleerlinge, 1981, of wat in besit is van 'n vaardigheidsertifikaat aan hom uitgereik deur die Registrateur van Mannekragopleiding ingevolge artikel 6 van die Wet op opleiding van Ambagsmanne, 1981, of 'n sertifikaat aan hom uitgereik deur genoemde Registrateur ingevolge artikel 2 (7) of artikel 7 (3) van genoemde Wet;

"assistent-voorman" 'n werknemer wat 'n voorman help by die verrigting van sy werksaamhede en wat gedurende sy afwesigheid vir hom kan waarneem;

"ketelinstallasie-toesighouer" 'n werknemer wat in beheer is van 'n ketelinstallasie en wat verantwoordelik is vir die doeltreffende werkverrigting en onderhoud van so 'n installasie en van die gemagtigde druk;

"onderbaas" 'n werknemer wat, onder toesig van 'n voorman, assistent-voorman, versendingsklerk, stoomman of toesighouer, in beheer is van werknemers graad II en/of graad III en/of arbeiders.

"casual employee" means an employee who is employed by the same employer—

- (a) on not more than four days in any week; and
- (b) for not more than four weeks continuously during any 13 consecutive weeks in a calendar year;

"day" means any period of 24 consecutive hours reckoned from the time an employee commences work;

"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 four years' experience;

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

"emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence, theft or breakdown of plant or machinery, must be done without delay and includes work connected with the loading and unloading of trucks or vehicles of the South African Transport Services or vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services;

"establishment" means any premises in which goods or materials are stored for the purpose of manufacture or packing, and offices concerned directly with factory control but excluding premises (or parts of premises) used as other offices, or a selling or distribution depots for manufactured goods;

"examiner" means an employee who, under the supervision of a foreman, assistant foreman or supervisor, examines the work performed by Grade IA, Grade IB, Grade II and Grade III 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 the duties performed;

"examiner, qualified," means an examiner who has had not less than 12 months' experience;

"examiner, unqualified," means an examiner who has had less than 12 months' experience;

"experience" means—

- (a) in relation to an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk, stores attendant 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, stores attendant or storeman respectively;
- (b) in relation to a Grade IA employee, the total period or periods during which an employee has worked in the Industry as a Grade IA employee;
- (c) in relation to a Grade IB employee, the total period or periods during which an employee has worked in the Industry as a Grade IB employee;
- (d) in relation to a Grade II employee and/or tobacco packer, the total period or periods during which an employee has worked in the Industry as a Grade II employee and/or tobacco packer;
- (e) in relation to an artisan, quality assurance—shift controller, quality assurance—assistant shift controller, quality inspector, supervisor (cigarette manufacturing), machine minder or handyman, the total period or periods during which an employee has worked in the Industry as an artisan, quality assurance—shift controller, quality assurance—assistant shift controller, quality inspector, supervisor (cigarette manufacturing), machine minder or handyman respectively;

Provided that when an employee in Grade IB and/or Grade II and/or tobacco packer is transferred to higher grade, the total period or periods he has worked in Grade IB and/or Grade II and/or as a tobacco packer 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 has had not less than four years' experience;

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

"los werknemer" 'n werknemer wat by dieselfde werkgewer in diens is—

- (a) op hoogstens vier dae in 'n week; en
- (b) vir hoogstens vier weke onafgebroke, gedurende 13 agtereenvolgende weke in 'n kalenderjaar;

"dag" 'n tydperk van 24 aaneenlopende ure, gereken vanaf die tyd wanneer 'n werknemer begin werk;

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

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

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

"noodwerk" werk wat, weens onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarmaking van installasie of masjienerie, sonder versuim gedoen moet word en sluit in werk in verband met die laai en aflaai van trokke of voertuie van die Suid-Afrikaanse Vervoerdienste of voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste;

"bedryfsinrigting" 'n perseel wat ingevolge die Wet op Masjienerie en Beroep Veiligheid, 1983, soos van tyd tot tyd gewysig, geregistreer moet word en elke perseel waarin goedere of materiaal gebêre word vir die doel van vervaardiging of verpakking, en kantore wat regstreeks by fabriekskontrolle betrokke is, maar uitgesonderd persele (of gedeeltes van persele) wat as ander kantore of as verkoop of verspreidingsdepots vir vervaardigde goedere gebruik word;

"ondersoeker" 'n werknemer wat, onder toesig van 'n voorman, assistent voorman of toesighouer, die werk wat verrig word deur werknemers graad IA, graad IB, graad II en graad III en/of arbeiders nasien vir foute of gebreke in daardie werk, en wat verantwoordelik is vir die gehalte en akkuraatheid van die werk wat uitgevoer is en wat die werk kan uitdeel en aantekeninge hou van sy/haar werksaamhede;

"ondersoeker, gekwalifiseer," 'n ondersoeker met minstens 12 maande ondervinding;

"ondersoeker, ongekwalifiseer," 'n ondersoeker met minder as 12 maande ondervinding;

"ondervinding"—

- (a) met betrekking tot 'n ondersoeker, seksiemans, fabrieksklerk, versendingsklerk, ontvangsklerk, voorradebediende of stoomman, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid onderskeidelik as 'n ondersoeker, seksiemans, fabrieksklerk, versendingsklerk, ontvangsklerk, voorradebediende of stoomman gewerk het;
- (b) met betrekking tot 'n werknemer graad IA, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as 'n werknemer graad IA gewerk het;
- (c) met betrekking tot 'n werknemer graad IB, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as 'n werknemer graad IB gewerk het;
- (d) met betrekking tot 'n werknemer graad II en/of tabakverpakker, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as 'n werknemer graad II en/of tabakverpakker gewerk het;
- (e) met betrekking tot 'n ambagsman, skofkontroleur (gehalteversekering), assistent-skofkontroleur (gehalteversekering), gehalte-inspekteur, toesighouer (sigaretvervaardiging), masjienbediener of faktotum, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid, onderskeidelik as 'n ambagsman, skofkontroleur (gehalteversekering), assistent-skofkontroleur (gehalteversekering), gehalte-inspekteur, toesighouer (sigaretvervaardiging), masjienbediener of faktotum gewerk het;

Met dien verstande dat as 'n werknemer graad IB en/of graad II en/of tabakverpakker na 'n hoër graad oorgeplaas word, die totale of tydperke wat hy in graad IB en/of graad II en/of as tabakverpakker gewerk het, ses maande na die datum van sodanige oorplasing gereken moet word as ondervinding in die graad waarna hy oorgeplaas is;

"fabrieksklerk" 'n werknemer nie elders gespesifiseer nie, wat deur middel van skryf of tikwerk in 'n bedryfsinrigting bestellings uitmaak, nasien, berekenings maak, aantekeninge hou van werk verrig en pligte uitgevoer en/of briefwisseling in verband daarmee voer en wat kontant mag invorder en hanteer;

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

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

"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 message 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 IA employee" means an employee employed in or in connection with the manufacture of cigarettes, little cigars, snuff, cut or roll tobacco and in one or more of the following operations:

- (1) Attendant in charge of stem processing which does not include operating a stemming machine or a stem roller;
- (2) operating an automatic polythene bag making, packing and heat sealing machine;
- (3) operating a cigarette making machine;
- (4) operating a cigarette packing machine;
- (5) operating a filter plug and/or wadmaking machine;
- (6) operating a filter tip assembling machine;
- (7) operating a foil rewinding machine;
- (8) operating a fumigation chamber;
- (9) operating a power-driven guillotine machine for cutting paper or board;
- (10) operating a rotary scoring and cutting machine;
- (11) operating a threshing and/or leaf cleaning and classifying machine;
- (12) operating a vacuum process conditioning plant;
- (13) operating a pouch packing machine;
- (14) cooking meals (Chef), other than rations;
- (15) mass-measuring and recording moisture tests;

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

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

"Grade IB employee" means an employee employed in or in connection with the manufacture of cigarettes, little cigars, snuff, cut or roll tobacco and in one or more of the following operations:

- (1) Operating a box banding machine;
- (2) operating a box body making machine and/or shoulder inserting or glueing machine;
- (3) operating a box lid making machine and/or body and lid assembling machine;
- (4) operating a box shoulder cutting machine;
- (5) operating a box shoulder pressing machine;
- (6) operating a box slitting machine;
- (7) operating a casing machine;
- (8) operating a cigarette outer wrapping and/or filling machine;
- (9) operating a ground snuff packing machine;
- (10) operating a hydraulic tobacco press;
- (11) operating a lidding machine;
- (12) operating a machine for making shoulderless cigarette boxes;
- (13) operating a machine for wrapping packeted cigarettes and/or tobacco in transparent material;
- (14) operating a power-driven leaf conditioning machine or plant;
- (15) operating a power-driven lift;
- (16) operating a power-driven paper or board cutting and rewinding machine;
- (17) operating a power-driven steam, vacuum or compressed air box shoulder tubing machine;
- (18) operating a printing and/or labelling machine;
- (19) operating a roasting and drying machine;
- (20) operating a tobacco cutting machine;
- (21) operating a tobacco drying machine (including a cooling machine);
- (22) operating a tobacco packing machine;
- (23) operating a tobacco silo;
- (24) operating a pre and after treatment and/or vacuum metallising machine;
- (25) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (26) cooking meals (Assistant Chef), other than rations;
- (27) dryer and separator attendant;

"fabrieksode" 'n werknemer wat mondelinge, skriftelike of telefoniese boodskappe binne 'n bedryfsinrigting ontvang en/of aflewer en wat skriftelike aantekening van sodanige boodskappe kan hou;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of afdeling daarvan, wat beheer uitoefen oor en in bevel is van sodanige werknemers, wat daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig en wat die reg het om werknemers in diens te neem of te ontslaan, onderworpe aan bevestiging deur die werkgever;

"werknemer graad IA" 'n werknemer wat in diens is in of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak, en wat een of meer van die volgende werksaamhede verrig:

- (1) Oppasser wat toesig hou oor stingelverwerking, uitgesonderd die bediening van 'n stingelafstroopmasjien of 'n stingelwalsmasjien;
- (2) bediening van 'n outomatiese masjien wat politeensakke maak, verpak en deur middel van hitte verseël;
- (3) 'n sigaretvervaardigingsmasjien bedien;
- (4) 'n sigaretverpakkingsmasjien bedien;
- (5) 'n filterpropvervaardigings- en/of vulselmaakmasjien bedien;
- (6) 'n filtermondstukmonteeringsmasjien bedien;
- (7) 'n masjien wat foelie heropwen bedien;
- (8) 'n berokingskamer bedien;
- (9) 'n kragvalmes wat papier of bord sny, bedien;
- (10) 'n rotasie-inkerf- en -snymasjien bedien;
- (11) 'n dors- en/of blaarskoonmaak- en -klassifiseermasjien bedien;
- (12) 'n vakuumproses-kondisioeneermasjien bedien;
- (13) 'n tabaksakverpakkingsmasjien bedien;
- (14) maaltye gaarmaak (kok), uitgesonderd rantsoene;
- (15) massameet, en aantekening hou van vogtigheidstoetse;

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

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

"werknemer graad IB" 'n werknemer in diens in of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) 'n Doosombandmasjien bedien;
- (2) 'n doosbakvervaardigingsmasjien en/of skouerinsit- of vasplakmasjien bedien;
- (3) 'n doosdeksel vervaardigingsmasjien en/of bak- en dekselmonteeringsmasjien bedien;
- (4) 'n dooskouersnymasjien bedien;
- (5) 'n dooskouerpersmasjien bedien;
- (6) 'n doosnymasjien bedien;
- (7) 'n geurselmengmasjien bedien;
- (8) 'n sigaretbuiteomhulsel- en/of opvulmasjien bedien;
- (9) 'n masjien vir die verpakking van gemaalde snuif bedien;
- (10) 'n hidrouliese tabakpers bedien;
- (11) 'n dekselaansitmasjien bedien;
- (12) 'n masjien vir die vervaardiging van skouerlose sigarettdose bedien;
- (13) 'n masjien vir die toedraai van sigarette in pakkies en/of tabak in deursigtige materiaal bedien;
- (14) 'n kragblaarkondisioeneermasjien of -installasie bedien;
- (15) 'n kraghyser bedien;
- (16) 'n kragangedrewe papiersny- of bordsny- en heropwenmasjien bedien;
- (17) 'n kragangedrewe stoom-, vakuüm- of druklugdooskouerbuisasjien bedien;
- (18) 'n druk- en/of etiketteermasjien bedien;
- (19) 'n rooster- en droogmasjien bedien;
- (20) 'n tabaksnymasjien bedien;
- (21) 'n tabakdroogmasjien bedien (met inbegrip van 'n koelmassien);
- (22) 'n tabakverpakkingsmasjien bedien;
- (23) 'n tabaksilo bedien;
- (24) 'n voor en na behandeling en/of vakuüm metaliseringmasjien bedien;
- (25) help met en aantekening hou van die ontvangs en/of uitreiking van materiaal en/of vervaardigde goedere;
- (26) gaarmaak van maaltye (assistent kok)—ander dan rantsoene;
- (27) versorger van droër en afskeier;

- (28) driving a fork lift truck;
- (29) excise mass-measuring and recording;
- (30) feeding cigarettes into packing machines with open hoppers;
- (31) knife grinding;
- (32) packing cigarettes into boxes or tins by hand;
- (33) seamstress;
- (34) sorting, catching and taking off from cigarette-making, filter tip assembling and filter plug- and/or wadmaking machine;

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

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

"Grade II employee" means an employee employed in or in connection with the manufacture of cigarettes, little cigars, snuff, cut or roll tobacco and/or plastic products and in one or more of the following operations:

- (1) Operating a baling machine;
- (2) operating a bundling machine;
- (3) operating a butting machine;
- (4) operating a cigarette ripping machine;
- (5) operating a code dating machine;
- (6) operating a corner cutting machine;
- (7) operating a corner staying machine;
- (8) operating a hand-operated guillotine for cutting paper, board or splitting caked tobacco;
- (9) operating a hand ratchet tobacco press;
- (10) operating a hull refolding machine;
- (11) operating an industrial vacuum cleaner;
- (12) operating a leaf stripping or stemming machine;
- (13) operating a power-driven bulk shuttle conveyor;
- (14) operating a power-driven tobacco dumper;
- (15) operating a power-driven embossing machine;
- (16) operating a power-driven flavour stirring machine;
- (17) operating a power-driven gumming machine;
- (18) operating a power-driven or hydraulic hoist for lifting baled tobacco;
- (19) operating a power-driven lawn-mower;
- (20) operating a power-driven machine for spraying fumigants;
- (21) operating a power-driven machine for turning over tobacco;
- (22) operating a power-driven saw;
- (23) operating a power-driven tobacco mixer or blending cylinder;
- (24) operating a scrap cleaning machine;
- (25) operating a snuff grinding machine;
- (26) operating a stern rolling machine;
- (27) operating a tobacco bag and box wrapping machine;
- (28) assembling of assorted manufactured goods and the packing thereof into containers for despatch and/or the selecting of stencils/labels for use on such containers;
- (29) assembling shooks or making wooden boxes, cases or crates by hand;
- (30) catching and stacking cartons from monorail;
- (31) drying tobacco on steam or gas pans;
- (32) factory messengers;
- (33) feeding, catching, sorting and taking off from machines in Grades IA, IB and II—not elsewhere specified;
- (34) feeding filter tip assembling machines;
- (35) firing and cleaning a boiler and maintaining water level and steam pressure;
- (36) inserting shoulders into new cigarette boxes by hand;
- (37) labelling by hand;
- (38) making bags, pockets, pouches, or "silent salesmen" by hand;
- (39) making paste;
- (40) making snuff by hand;
- (41) making up and inserting inner paper lining for bulk containers of tobacco;
- (42) motor scooter driver;

- (28) 'n vorkhyswa dryf;
- (29) massa meet en aanteken vir aksyn-doeleindes;
- (30) sigarette in verpakkingsmasjiene met oop viltregters voer;
- (31) messe slyp;
- (32) sigarette met die hand in dose of blikke pak;
- (33) naaister;
- (34) sorteer, ontvang en afneem van sigaret-vervaardigingsmasjiene, filtermondstukmonteer-masjiene en filterprop- en/of vuuselmak-masjiene;

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

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

"werknemer graad II" 'n werknemer in diens by of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak en/of plastiekprodukte en wat een of meer van die volgende werksaamhede verrig:

- (1) 'n Baalmasjiene bedien;
- (2) 'n bondelmasjiene bedien;
- (3) 'n entmasjiene bedien;
- (4) 'n sigaretbreekmasjiene bedien;
- (5) 'n kode datummasjiene bedien;
- (6) 'n hoeksnymasjiene bedien;
- (7) 'n hoekverstywermasjiene bedien;
- (8) 'n handvalmes vir die sny van papier en bordpapier of vir die splitsing van gekookte tabak bedien;
- (9) 'n handrateltabakpers bedien;
- (10) 'n omhulselhervoumasjiene bedien;
- (11) 'n nywerheidstofsuiers bedien;
- (12) 'n blaar- of stingelafstroopmasjiene bedien;
- (13) 'n kragangedrewe heen-en-weervervoerder van groot hoeveelhede bedien;
- (14) 'n kragtabakstorter bedien;
- (15) 'n kragreliëfdrukmasjiene bedien;
- (16) 'n kraggeurselroermasjiene bedien;
- (17) 'n kraggommasjiene bedien;
- (18) 'n krag- of hidrouliese hyser vir die ophang van gebaalde tabak bedien;
- (19) 'n kraggrassyer bedien;
- (20) 'n kragangedrewe masjiene vir bespuiting met berokingsmiddels bedien;
- (21) 'n kragangedrewe masjiene bedien, om tabak mee om te draai;
- (22) 'n kragsaag bedien;
- (23) 'n kragangedrewe tabakmenger of -mengelslinger bedien;
- (24) 'n afvalskoonmaakmasjiene bedien;
- (25) 'n snuifmaalmasjiene bedien;
- (26) 'n stingelwalsmasjiene bedien;
- (27) 'n tabaksak- en -doostoe draaimasjiene bedien;
- (28) inmeekaarsit van allerhande vervaardigde goedere en die verpakking daarvan in houers vir versending en/of die selektering van sjablone en/of etikette vir gebruik op sodanige houers;
- (29) met die hand duie inmeekaarsit of houtdose, kiste, of kratte maak;
- (30) kartonne van die eenspoor afhaal en opstapel;
- (31) tabak op stoom- of gespanne droogmaak;
- (32) fabrieksboed;
- (33) voer, opvang, sorteer en afneem van masjiene in grade IA, IB en II—nie elders gespesifiseer nie;
- (34) filtermondstukmonteer-masjiene voer;
- (35) 'n ketel stook en skoonmaak en die waterstand en stoomdruk in stand hou;
- (36) skouers met die hand in nuwe sigaretdose insit;
- (37) met die hand etiketteer;
- (38) sakkies, pakkies, tabaksakkies of "stom verkoopmanne" met die hand maak;
- (39) pasta maak;
- (40) snuif met die hand maak;
- (41) opmaak en insit van papiervoerings vir grootmaattabakhouers;
- (42) bromponiedrywer;

- (43) oiling and/or greasing machines or motor vehicles;
- (44) operations incidental to the making and assembling of cigarette boxes (by hand)—not elsewhere specified;
- (45) packing foil bundles of cigarettes into cartons by hand;
- (46) packing ground snuff into retail units not exceeding 28,35 g;
- (47) preparing and/or serving food and/or beverages, other than cooking meals or rations;
- (48) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;
- (49) stemming or stripping tobacco leaves by hand;
- (50) straight-laying tobacco leaves from tangled form;
- (51) supervising the steaming of tobacco;
- (52) tubing board for box shoulders;
- (53) watches on cigarette packing machines;
- (54) mass-measuring and recording mass—not elsewhere specified;
- (55) wrapping packed cigarettes or tobacco into outers by hand;
- (56) wrapping packeted cigarettes and/or tobacco in transparent material by hand;
- (57) writing of assorted code numbers by hand;
- (58) mass-measuring and issuing of plastic scrap and/or plastic raw materials, including pigments, to predetermined quantities;
- (59) operating plastic production machine(ies), including machine running adjustments when necessitated by the manufacturing process;
- (60) operating plastic scrap grinding machine;
- (61) removing and/or replacing dies and/or moulds and/or tools of plastic production machine under instruction of a sectionman;
- (62) repetition batch checking of plastic parts and/or components;
- (63) trimming by hand and/or by power tools of plastic products;
- (64) cash till operator;

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

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

"Grade III employee" means an employee employed in or in connection with the manufacture of cigarettes, snuff, snuff leaf, little cigars, cut or roll tobacco and/or plastic products and in one or more of the following operations:

- (1) Assisting on delivery vans or vehicles;
- (2) closing of packets of tobacco by heat sealing;
- (3) cooking rations;
- (4) counting packets of snuff leaf for record purposes prior to packing into standard containers;
- (5) delivering messages, letters or goods on foot or by means of a bicycle (other than a motor bicycle) or manually-propelled vehicle;
- (6) feeding a tobacco packet sealing machine;
- (7) lining up and/or opening up of cigarette boxes or hulls for packing machines—by hand;
- (8) lye soaking;
- (9) packing into open and standardised containers—not elsewhere specified;
- (10) packing tobacco in bulk, over 453,6 g up to and including 4,536 kg;
- (11) placing lids or taggers on to empty or filled box bodies or tins by hand;
- (12) placing snuff leaf into mould and pushing into packets at end of mould or folding snuff leaf for heat sealing machine;
- (13) placing packet on end of mould and pushing tobacco of less than 56,70 g into packet at end of mould;
- (14) sealing containers and/or strapping cases;
- (15) stirring flavouring or casing or colouring materials and/or ingredients other than compounding;
- (16) strip wrapping of packeted tobacco;
- (17) supervising snuff leaf steam pans;
- (18) mass-measuring to a set scale;
- (19) buffing and/or finishing and/or polishing by hand and/or power tools of plastic products;
- (20) operating mixing and/or blending machine for the manufacture of plastic products;

"groundsman" means an employee who is responsible for keeping the grounds in good order and condition, and who is in charge of one or more labourers for this purpose;

"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 adjustments to machinery in motion shall be deemed to be a competent person as defined in the Regulations to the Machinery and Occupational Safety Act, 1983;

- (43) masjiene of motorvoertuie olie en/of smeer;
- (44) werksaamhede wat in verband staan met die maak en inmeekaarsit van sigaretdose (met die hand)—nie elders gespesifiseer nie;
- (45) foeliegebondelde sigarette met die hand in kartonne pak;
- (46) gemaalde snuif verpak in kleinhandeleenhede van hoogstens 28,35 g;
- (47) voorbereiding en/of bediening van voedsel en/of drank, uitgesonderd die gaarmaak van maaltje of rantsone;
- (48) beskadigde sigarette met die hand herstel en inmeekaarsit (uitgesonderd skoonmaak);
- (49) stingels of tabakblare met die hand afstroop;
- (50) deurmekaar tabakblare reguit lê;
- (51) toesig hou oor die stoom van tabak;
- (52) bord in buise draai vir dooskouers;
- (53) sigaretverpakkingsmasjiene dophou;
- (54) massa meet en aantekeninge hou van massa—nie elders gespesifiseer nie;
- (55) vkerpakte sigarette of tabak in buitenste omhulsels met die hand toedraai;
- (56) sigarette in pakkies en/of tabak in deursigtige materiaal met die hand toedraai;
- (57) verskillende kodenommers met die hand skryf;
- (58) plastiekafval en/of plastiekgrondstowwe, met inbegrip van pigmente, volgens vooraf bepaalde hoeveelhede massameet en uitreik;
- (59) 'n plastiekproduksiemasjien bedien (n.e.v.), met inbegrip van lopende verstelwerk aan die masjien wanneer dit deur die vervaardigingsproses genoodsaak word;
- (60) 'n plastiekafvalmaalmasjien bedien;
- (61) stempels en/of gietvorms en/of gereedskap van 'n plastiekproduksiemasjien in opdrag van 'n seksieman verwyder en/of verving;
- (62) lotte plastiekdele en/of -komponente herhalend nagaan;
- (63) plastiekprodukte met die hand en/of kraggereedskap afwerk;
- (64) kontant geldlaai bedien;

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

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

"werknemer graad III" 'n werknemer in diens by of in verband met die vervaardiging van sigarette, snuif, snuifblaar, klein sigare, gekerfde of roltabak en/of plastiekprodukte en wat een of meer van die volgende werksaamhede verrig:

- (1) Op afleweringswaens of voertuie help;
- (2) pakkies tabak toemaak deur middel van hitteverseëling;
- (3) rantsone gaarmaak;
- (4) pakkies snuifblaar vir dokumentasie tel voordat dit in standaardhouers verpak word;
- (5) boodskappe, briewe of goedere te voet of met 'n fiets (uitgesonderd 'n motorfiets) of handvoertuig aflewer;
- (6) 'n tabakpakkieverseëlmasjien voer;
- (7) sigaretdosies of omhulsels vir verpakkingsmasjiene in rye plaas en/of oopmaak—met die hand;
- (8) loogbewerking;
- (9) in oop en standaardhouers verpak—nie elders vermeld nie;
- (10) tabak in grootmaat, meer as 453,6 g en tot en met 4,536 kg, verpak;
- (11) deksels of plaatjies op leë of gevulde doosbakke of blikkies met die hand plaas;
- (12) snuifblaar in vorm plaas en in pakkies by die ent van vorm indruk of snuifblaar vir hitteverseëlmasjien vou;
- (13) pakkie op die ent van vorm plaas en tabak van minder as 56,70 g in pakkie by ent van vorm indruk;
- (14) houers verseël en/of bande om kiste slaan;
- (15) geurbestanddele, of geurselmengsel- of kleurmateriaal en/of bestanddele roer, maar nie saamstel nie;
- (16) bande om verpakte tabak aanbring;
- (17) toesig hou oor snuifblaarstoompanne;
- (18) op 'n gestelde skaal massameet;
- (19) plastiekprodukte met die hand en/of kraggereedskap fynskuur en/of afwerk en/of poleer;
- (20) 'n meng- en/of mengelmengsel vir die vervaardiging van plastiekprodukte bedien;

"terreinopsigter" 'n werknemer wat daarvoor verantwoordelik is om die terrein in 'n goeie orde en toestand te hou, en wat vir dié doel aan die hoof staan van een of meer arbeiders;

"faktotum" 'n werknemer uitgesonderd 'n ambagsman, wat herstelwerk en/of regstellings aan masjinerie, installasie, geboue of ander uitrusting verrig: Met dien verstande dat 'n werknemer wat herstelwerk en/of regstellings verrig aan masjinerie wat in beweging is, 'n bevoegde persoon moet wees, geag omskryf te wees ingevolge die Regulasies by die Wet op Masjinerie en Beroepsveiligheid, 1983;

"labourer" means an employee employed in or in connection with the manufacture of cigarettes, little cigars, snuff, snuff leaf, cut or roll tobacco and/or plastic products and in one or more of the following operations:

- (1) Affixing sorted address labels on containers;
- (2) brushing or finishing slides or wedges;
- (3) catching, mass-measuring and/or bundling slides or wedges;
- (4) cleaning damaged cigarette boxes by hand;
- (5) cleaning of tobacco smalls;
- (6) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (7) cleaning tobacco or leaf by hand;
- (8) clearing blockages by hand on tobacco process line;
- (9) closing of cellophane packets of snuff leaf by heat sealing machine and/or stapling machine;
- (10) collecting, sorting and/or bundling used baling material;
- (11) cutting off butts by hand;
- (12) cutting paper from reels by hand;
- (13) damping tobacco or dipping it into liquid;
- (14) feeding cigarette making, sifting and mixing and/or drying machines;
- (15) feeding smalls;
- (16) filling filter-plug trays by hand;
- (17) gardening, including the use of a manually propelled lawn-mower;
- (18) inserting cards and/or wedges by hand;
- (19) loading or unloading;
- (20) making, maintaining or drawing fires and/or removing refuse or ashes;
- (21) making up and closing of corrugated cartons;
- (22) mixing tobacco into blends by hand;
- (23) moving, carrying or stacking articles;
- (24) oiling or greasing vehicles other than motor vehicles;
- (25) opening or closing bags, pockets, packets and/or pouches;
- (26) opening or closing boxes or bales, packages or other containers;
- (27) operating a hoist—not elsewhere specified;
- (28) packing tobacco in bulk (over 4,536 kg);
- (29) picking out stems;
- (30) placing and/or turning over cut tobacco on conveyor belts;
- (31) placing on and taking off snuff leaf from steam pans;
- (32) placing bag or packet on funnel;
- (33) placing snuff leaf into packets by hand through a funnel;
- (34) pressing snuff leaf into cartons;
- (35) pushing or pulling a manually-propelled vehicle;
- (36) removing tie leaves by hand;
- (37) ripping cigarettes by hand;
- (38) rubber stamping;
- (39) separating and straightening tobacco leaves on conveyor band or table;
- (40) sorting waste cigarettes or cigarette packets or boxes or wrapping material;
- (41) spraying tobacco;
- (42) stencilling—not elsewhere specified;
- (43) taking off and/or packing tobacco leaves from conveyor belt or table;
- (44) turning handle, feeding and taking off from a machine for tarring paper for tobacco bags;
- (45) turning over tobacco by hand (drying or in the process of fermentation);
- (46) tying snuff leaf by hand;
- (47) untying butts by hand;
- (48) cleaning by hand, including removal of flash of plastic products;

"leading hand" means an employee who, under the supervision of a foreman, is in charge of a group of artisans and is responsible for the efficient work performance of these employees and for the carrying out of the required maintenance/engineering schedules assigned to him;

"little cigars" means cigars made of cut tobacco having a cylindrical shape conforming in size to cigarettes;

"machine minder" means an employee who is an assistant to a section-man and may, in the performance of his duties, effect repairs to machines and/or assemble and/or dismantle such machines and who is jointly with the sectionman responsible for the efficient working of such machines and who may operate such machines;

"machine minder, qualified," means an employee who has had not less than three years' experience;

"machine minder, unqualified," means an employee who has had less than three years' experience;

"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 other than travellers' samples and advertising material;

"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 in readiness to drive;

"arbeider" 'n werknemer in diens by of in verband met die vervaardiging van sigarette, klein sigare, snuif, snuifblaar, gekerfde of roll-tabak en/of plastiekprodukte en wat een of meer van die volgende werksaamhede verrig:

- (1) Gesorteerde adresetikette aan houers vasheg;
- (2) plaatjies of wiggies borsel of afwerk;
- (3) plaatjies of wiggies opvang, massameet en/of bondel;
- (4) beskadigde sigaretdose met die hand skoonmaak;
- (5) gebreke stukkies tabak skoonmaak;
- (6) persele, installasies, masjinerie, werktuie, gereedskap gerei of voertuie skoonmaak;
- (7) tabak of blare met die hand skoonmaak;
- (8) blokkasies op tabak vervaardigings voerlyn met die hand verwyder;
- (9) cellophane-pakkies wat snuifblaar bevat deur middel van hitteverseelingsmasjien en/of krammasjien toemaak;
- (10) gebruikte baalmateriaal bymekaarmaak, sorteer en/of bondel;
- (11) ente met die hand afsny;
- (12) papier met die hand van rolle afsny;
- (13) tabak klam maak of in vloestof indoop;
- (14) sigaretvervaardiging-, sif- en meng- en/of droogmasjien voer;
- (15) gebreke stukkies tabak in masjiene voer;
- (16) filterpropakke met die hand volmaak;
- (17) tuinmaak, met inbegrip van die gebruik van 'n handaangedrewe grassnyer;
- (18) kaartjies en/of wiggies met die hand insit;
- (19) laai of aflaai;
- (20) vuurmaak, vure aan die brand hou of uithaal en/of afval of as verwyder;
- (21) dose van riffelkarton maak en toemaak;
- (22) tabak met die hand mengel;
- (23) artikels verskuif, dra of opstapel;
- (24) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (25) sakke, sakkies, pakkies en/of tabakpakkies oopmaak of toemaak;
- (26) dose of bale, pakkette of ander houers oopmaak of toemaak;
- (27) 'n hystoestel bedien—nie elders gespesifiseer nie;
- (28) tabak in grootmaat verpak (oor 4,536 kg);
- (29) stingels uitsoek;
- (30) gekerfde tabak op vervoerbande plaas en/of omdraai;
- (31) snuifblaar op stoompanne plaas en daarvan afneem;
- (32) sak of dosie op treger plaas;
- (33) snuifblaar met die hand deur 'n treger in pakkies plaas;
- (34) snuifblaar in kartonhouers druk;
- (35) 'n handvoertuig stoot of trek;
- (36) bindblare met die hand verwyder;
- (37) sigarette met die hand oopbreek;
- (38) rubberstempelwerk;
- (39) tabakblare op vervoerband of tafel van mekaar skei en reguit lê;
- (40) afvalsigarette of sigaretpakkies of dose- of toedraaimateriaal sorteer;
- (41) tabak bespuit;
- (42) sjabloneerwerk—nie elders gespesifiseer nie;
- (43) tabakblare van vervoerband of tafel afneem en/of verpak;
- (44) slinger draai, voer en afneem van 'n masjien vir die aansmeer van teer aan papier vir tabaksakke;
- (45) tabak met die hand omdraai (droogmaak of tydens fermenteer proses);
- (46) snuifblaar met die hand vasmaak;
- (47) ente met die hand losmaak;
- (48) met die hand skoonmaak, met inbegrip van die verwydering van die oorloopmateriaal van plastiekprodukte;

"klein sigare" sigare wat van gekerfde tabak gemaak is en 'n silindriese vorm het wat in grootte ooreenstem met sigarette;

"leierwerksman" 'n werknemer wat onder die toesig van 'n voorman aan die hoof staan van 'n groep ambagsmanne en wat daarvoor verantwoordelik is dat hierdie werknemers hul werk doeltreffend verrig en wat ook verantwoordelik is vir die uitvoering van die vereiste onderhouds-/ingenieurskedules wat aan hom toegewys is;

"masjienbediener" 'n werknemer wat as assistent van 'n sekisieman optree en wat, by die uitvoering van sy pligte, herstelwerk uitvoer aan 'n masjien en/of so 'n masjien inmeekaarsit en/of uitmeekaarmaak en wat saam met die sekisieman verantwoordelik is vir die doeltreffende werkverrigting van sodanige masjien en wat sodanige masjien kan bedien;

"masjienbediener, gekwalifiseer," 'n werknemer met minstens drie jaar ondervinding;

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

"motorvoertuig" enige voertuig bestem of bedoel vir voortbeweging deur ander krag as dié van mense of diere, en wat gebruik word vir die vervoer van persone wat in 'n bedryfsinrigting in diens is, of goedere, uitgesonderd handelsreisigers se monsters en advertensiestof;

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

"night shift" means any period of work the major portion of which falls between 20h00 and 06h00;

"nursing assistant" means an employee who is registered with the S.A. Nursing Council and who assists and is responsible to the nursing sister in the performance of his/her duties;

"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 scrutinising and checking the quality of the work done by such machine;

"part-time motor vehicle driver" means an employee engaged in driving a motor vehicle for not more than one hour on any day, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load;

"piece-work" means any system under which an employee's remuneration is varied according to the quantity or output of work done;

"production technician" means an employee with the abilities and experience of both an artisan and a qualified sectionman;

"quality assurance-shift controller" means an employee who is responsible for a specific work shift, who exercises control over employees engaged in assuring the laid down standards of product quality and ensures that the administrative control are adhered to;

"quality assurance—assistant shift controller" means an employee who, under the supervision of the shift controller, is in charge of employees engaged in assuring the laid down standards of product quality and in the provision of all administrative detail so required;

"quality inspector" means an employee who, under the supervision of a shift controller, and/or assistant shift controller, is responsible for the examination and maintenance of laid down quality standards, the recording of the necessary data and in whom, subject to consultation, is vested the authority to shut down any machine producing inferior quality;

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

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

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

"sectionman" means an employee, other than an artisan, who effects repairs to a machine and/or assembles and/or dismantles such machine and/or is in charge of a group of machines and is responsible for the efficient working of such machines and who may operate such machines and/or setting of pre-set tools and/or pre-set moulds and/or pre-set dies on a plastic production machine;

"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;

"security officer, A," means an employee who supervises, watchmen and may search male employees and who is required to patrol premises"; and

"security officer, B," means an employee who patrols premises and who may search female employees;

"senior sectionman" means an employee who, under the supervision of a foreman, is in charge of a group of sectionmen and is responsible for the efficient work performance of these employees and of the machines to which they are assigned;

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

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

"nagskof" 'n werktidperk waarvan die grootste gedeelte tussen 20h00 en 06h00 val;

"Verpleegassistent" 'n werknemer wat geregistreer is by die S.A. Verplegingsraad wat die verpleegsuster in beheer bystaan in die vervulling van sy/haar pligte;

"'n masjien bedien" die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stopsit van 'n masjien (maar nie 'n ander lid van 'n masjienpersoneel wat 'n masjien mag stopsit nie) en omvat dit die uitvoering van kleinere regstellings aan 'n masjien terwyl dit loop en verantwoordelikheid vir die nasien en dophou van die gehalte werk wat deur so 'n masjien gedoen word;

"deeltidse motorvoertuigdrywer" 'n werknemer wat vir hoogstens een uur op 'n dag 'n motorvoertuig dryf en vir die toepassing van hierdie omskrywing omvat " 'n motorvoertuig dryf" alle tydperke wat gedryf word en alle tyd wat 'n drywer aan werk in verband met die voertuig of die vraag bestee;

"stukwerk" enige stelsel waarvolgens 'n werknemer se besoldiging wissel na gelang van die hoeveelheid of omvang van die werk verrig;

"produksietegnikus" 'n werknemer wat oor die vermoë en ondervinding van beide 'n ambagsman en 'n gekwalifiseerde seksieman beskik;

"skofkontroleur (gehalteversekering)" 'n werknemer wat vir 'n spesifieke werkskof verantwoordelik is, wat beheer uitoefen oor werknemers wat moet verseker dat die voorgeskrewe standaarde van produktegehalte gehandhaaf word en wat seker maak dat daar gehou word aan die administratiewe beheer;

"assistent-skofkontroleur (gehalteversekering)" 'n werknemer wat onder toesig van die skofkontroleur aan die hoof staan van werknemers wat moet verseker dat die voorgeskrewe standaarde van produktegehalte gehandhaaf word en wat alle administratiewe besonderhede wat daarvoor nodig is, verskaf;

"gehalte-inspekteur" 'n werknemer wat onder die toesig van 'n skofkontroleur en/of assistent-skofkontroleur verantwoordelik is vir die ondersoek en instandhouding van die voorgeskrewe gehaltestandaarde en die aantekening van die nodige gegewens en wat na oorlegpleging 'n masjien wat 'n produk van minderwaardige gehalte lewer, kan stopsit;

"ontvangsklerk" 'n fabrieksklerk wat hoofsaaklik verantwoordelik is vir die ontvangs, nasien, aantekening hou en/of verspreiding van goedere of materiaal wat in 'n bedryfsinrigting ontvang word;

"ontvangsklerk, gekwalifiseerd," 'n ontvangsklerk met minstens vier jaar ondervinding;

"ontvangsklerk, ongekwalifiseerd," 'n ontvangsklerk met minder as vier jaar ondervinding;

"seksieman" 'n werknemer, uitgesonderd 'n ambagsman, wat herstelwerk doen aan 'n masjien en/of so 'n masjien inmeekaarsit en/of uitmeekaarhaal en/of wat verantwoordelik is vir 'n groep masjiene en sorg dat hulle doeltreffend werk en wat hulle kan bedien en/of verantwoordelik is vir die regstel van vooraf gestelde gereedskap en/of vooraf gestelde gietvorms en/of vooraf gestelde stempels aan 'n plastiekproduksiemasjien;

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

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

"veiligheidsbeampte, A, 'n werknemer wat toesig hou oor wagte en manlike werknemers kan visenteer en wat persele moet patrolleer;

"veiligheidsbeampte, B, 'n werknemer wat persele patrolleer en wat vroulike werknemers kan visenteer;

"senior seksieman" 'n werknemer wat onder die toesig van 'n voorman aan die hoof staan van 'n groep seksiemanne en wat daarvoor verantwoordelik is dat hierdie werknemers hul werk doeltreffend verrig asook vir die doeltreffende werkverrigting van die masjiene wat aan hulle toegewys is;

"korttyd" 'n tydelike vermindering van die gewone werkure as gevolg van bedryfslapte, tekort aan materiaal, 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorziene noodgeval of 'n staking van werk wat op versoek van die meerderheid van die werknemers in 'n afdeling of seksie daarvan, toegestaan word;

"stoorman" 'n werknemer wat klerklike werk in 'n fabriek verrig en wat in algemene beheer van voorraad of afgewerkte produkte is en wat hoofsaaklik verantwoordelik is vir die ontvangs, berging, verpakking of uitpak van goedere in 'n stoor of pakhuis en/of lewering van goedere uit 'n stoor of pakhuis aan verbruiksafdelings in 'n bedryfsinrigting of vir versending;

"stoorman, gekwalifiseer," 'n stoorman met minstens vier jaar ondervinding;

"stoorman, ongekwalifiseer," 'n stoorman met minder as vier jaar ondervinding;

"stores attendant" means an employee who, under the supervision of a storeman, is engaged in recording the receiving and issuing, storing, packing or unpacking of goods, other than materials used in manufacture or manufactured goods, in a store, and whose duties, include the delivering of goods from the store to the consuming department in an establishment, or for despatch;

"supervisor" means an employee who, under the supervision of a foreman, or 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;

"team leader" means an employee who, under the supervision of a foreman, or assistant foreman, or supervisor, distributes work to employees, and who performs the same work as the employees;

"Tobacco Industry" or "Industry" means the Industry in which employers and employees are associated in establishments for the manufacturing, preparation, packing and despatching of cigarettes, little cigars, snuff, snuff leaf, cut or roll tobacco, including all operations incidental thereto 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 454 g net mass;

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

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that, in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 500 kg;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6 (1): Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

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

(2) All references in the definition of Grades IA, IB, II and III employees, and labourers, to occupations relating to the manufacture, preparation, packing and despatching of cigarettes and/or plastic products, shall similarly include "little cigars" and words importing individuals only shall include companies and firms except where expressly stated to the contrary.

(3) Unless the context denotes otherwise, words importing the singular number only shall include the plural number, and vice versa, and words importing the masculine gender only shall include females, and vice versa.

4. WAGES

(1) Subject to the provisions of subclauses (4) and (5) of this clause, the minimum weekly 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;
- the wage of an employee who works on night shift shall be not less than the daily wage, plus 25 per cent for each night shift worked;
- this shall not affect increases applicable to employees who have completed 12 months service with the employing company and who earn in excess of the prescribed wages, where such increases have been negotiated at plant level and ratified and recorded by the Industrial Council.

	Per week
	R
Assistant foreman	174,25
Leading hand/Production technician	342,05
Artisan	311,05
Boiler plant supervisor	196,65
Quality assurance-shift controller	201,05
Quality assurance-assistant shift controller	182,65
Quality inspector—	
during first year's experience	153,60
during second year's experience	158,95
thereafter	166,15

"voorraadbediende" 'n werknemer wat onder toesig van 'n stoorman die ontvangs en uitreiking, berging, verpakking of uitpak van goedere, uitgesonderd materiaal wat vir vervaardiging of vervaardigde goedere gebruik word, in 'n stoor aanteken en wie se pligte die lewering van goedere uit die stoor aan die verbruiksafdeling in 'n bedryfsinrigting, of vir versending, insluit;

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

"spanleier" 'n werknemer wat onder toesig van 'n voorman, of assistent-voorman of toesighouer werk aan werknemers uitreik en dieselfde werk verrig as die werknemers;

"Tabaknywerheid" of "Nywerheid" die Nywerheid waarin werkgevers en werknemers in bedryfsinrigtings met mekaar geassosieer is vir die vervaardiging, voorbereiding, verpakking en versending van sigarette, klein sigare, snuif, snuifblaar, gekerfde of roltabak, met inbegrip van alle werksaamhede wat daarmee in verband staan en wat deur die werknemers van sodanige werkgevers in of in verband met 'n bedryfsinrigting verrig word;

"tabakverpakker" 'n werknemer wat met die hand tabak en/of "navy cut" en/of pruimtabak massameet en/of verpak in pakkies, tabaksakkies, sakkies of blikkies wat 'n netto massa van hoogstens 454 g bevat;

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

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 500 kg te wees;

"loon" die bedrag geld ingevolge klousule 4 betaalbaar aan 'n werknemer vir sy gewone werkure soos in klousule 6 (1) voorgeskryf: Met dien verstande dat indien 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n bedrag betaal wat hoër is as dié wat in klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken;

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

(2) Alle verwysings in die omskrywings van werknemers graad IA, graad IB, graad II en graad III, en arbeiders, na beroepe wat in verband staan met die vervaardiging, voorbereiding, verpakking en versending van sigarette en/of plastiekprodukte sluit eweneens "klein sigare" in, en woorde wat net persone aandui, omvat ook maatskappye en firmas, uitgesonderd waar dit uitdruklik anders vermeld word.

(3) Tensy die teenoorgestelde uit die samehang blyk, omvat woorde wat net die enkelvoud aandui ook die meervoud, en omgekeerd, en woorde wat net die manlike geslag aandui, omvat ook vroue, en omgekeerd.

4. LONE

(1) Behoudens subklousules (4) en (5) van hierdie klousule is die minimum weekloon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werkgewers moet betaal, dié soos hieronder uiteengesit: Met dien verstande dat—

- by die indeling van 'n werknemer hy geag word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is;
- die loon van 'n werknemer wat nagskofte werk, minstens die dagloon plus 25 % moet wees vir elke nagskof wat hy gewerk het;
- verhogings van toepassing op werknemers wat 12 maande diens by die werkgewersmaatskappy voltooi het en wat meer as dié voorgeskrewe lone verdien, waar sodanige verhogings op werkklasvlak beding en deur die Nywerheidsraad bekragtig en aangeteken is nie hierdeur geraak word nie.

	Per week
	R
Assistent-voorman	174,25
Leierwerksman/Produksetegnikus	342,05
Ambagsman	311,05
Ketelinstallasie-toesighouer	196,65
Skofkontroleur (gehalteversekering)	201,05
Assistent-skofkontroleur (gehalteversekering)	182,65
Gehalte-inspekteur—	
gedurende eerste jaar ondervinding	153,60
gedurende tweede jaar ondervinding	158,95
daarna	166,15

	Per week R		Per week R
Supervisor (cigarette manufacturing)—		Toesighouers (sigaretvervaardiging)—	
during first year's experience.....	153,60	gedurende eerste jaar ondervinding.....	153,60
during second year's experience.....	158,95	gedurende tweede jaar ondervinding.....	158,95
thereafter.....	166,15	daarna.....	166,15
Supervisor (pipe tobacco).....	144,10	Toesighouer (pyptabak).....	144,10
Examiner, unqualified—		Ondersoeker, ongekwalifiseer—	
during first six months' experience.....	110,60	gedurende eerste ses maande ondervinding.....	110,60
during second six months' experience.....	120,60	gedurende tweede ses maande ondervinding.....	120,60
Examiner, qualified.....	133,55	Ondersoeker, gekwalifiseer.....	133,55
Sectionman, unqualified—		Seksieman, ongekwalifiseer—	
during first year's experience.....	154,20	gedurende eerste jaar ondervinding.....	154,20
during second year's experience.....	164,20	gedurende tweede jaar ondervinding.....	164,20
during third year's experience.....	180,85	gedurende derde jaar ondervinding.....	180,85
Sectionman, qualified.....	201,05	Seksieman, gekwalifiseer.....	201,05
Senior sectionman.....	221,05	Senior seksieman.....	221,05
Machine minder, unqualified—		Masjienbediener, ongekwalifiseer—	
during first year's experience.....	147,45	gedurende eerste jaar ondervinding.....	147,45
during second year's experience.....	155,70	gedurende tweede jaar ondervinding.....	155,70
during third year's experience.....	167,45	gedurende derde jaar ondervinding.....	167,45
Machine minder, qualified.....	182,65	Masjienbediener, gekwalifiseer.....	182,65
Security officer, A and B.....	160,85	Veiligheidsbeampte, A en B.....	160,85
Groundsman.....	150,80	Terreinopsigter.....	150,80
Factory clerical employee, unqualified—		Fabrieksklerk, ongekwalifiseer—	
during first year's experience.....	113,95	gedurende eerste jaar ondervinding.....	113,95
during second year's experience.....	124,20	gedurende tweede jaar ondervinding.....	124,20
during third year's experience.....	134,05	gedurende derde jaar ondervinding.....	134,05
during fourth year's experience.....	144,10	gedurende vierde jaar ondervinding.....	144,10
Factory clerical employee, qualified.....	158,30	Fabrieksklerk, gekwalifiseer.....	158,30
Despatch clerk, receiving clerk and storeman, unqualified—		Versendingsklerk, ontvangsklerk en stoomman, ongekwalifi-	
during first year's experience.....	113,95	seer—	
during second year's experience.....	124,20	gedurende eerste jaar ondervinding.....	113,95
during third year's experience.....	134,05	gedurende tweede jaar ondervinding.....	124,20
during fourth year's experience.....	144,10	gedurende derde jaar ondervinding.....	134,05
Despatch clerk, receiving clerk and storeman, qualified.....	158,30	gedurende vierde jaar ondervinding.....	144,10
Nursing assistant, unqualified—		Versendingsklerk, ontvangsklerk en stoomman, gekwalifiseer.....	158,30
during first year's experience.....	113,95	Verpleeg assistent, ongekwalifiseer—	
during second year's experience.....	124,20	gedurende eerste jaar ondervinding.....	113,95
during third year's experience.....	134,05	gedurende tweede jaar ondervinding.....	124,20
during fourth year's experience.....	144,10	gedurende derde jaar ondervinding.....	134,05
Nursing assistant, qualified.....	158,30	gedurende vierde jaar ondervinding.....	144,10
Stores attendant, unqualified—		Verpleeg assistent, gekwalifiseer.....	158,30
during first three months' experience.....	107,40	Voorraadbediende, ongekwalifiseer—	
during next six months' experience.....	112,30	gedurende eerste drie maande ondervinding.....	107,40
during next six months' experience.....	118,25	gedurende volgende ses maande ondervinding.....	112,30
during next six months' experience.....	124,20	gedurende volgende ses maande ondervinding.....	118,25
during next three months' experience.....	130,80	gedurende volgende ses maande ondervinding.....	124,20
Stores attendant, qualified.....	138,20	gedurende volgende drie maande ondervinding.....	130,80
Motor vehicle driver of—		Voorraadbediende, gekwalifiseer.....	138,20
cars and station wagons.....	125,35	Motorvoertuigdrywer van—	
vans and lorries with an unladen mass of—		Motorkarre en stasiewaens.....	125,35
up to 1 362 kg.....	125,35	bestel en vragwaens met 'n onbelaste massa van—	
over 1 362 kg and up to 2 724 kg.....	135,25	hoogstens 1 362 kg.....	125,35
over 2 724 kg and up to 3 632 kg.....	148,50	meer as 1 362 maar hoogstens 2 724 kg.....	135,25
over 3 632 kg.....	159,10	meer as 2 724 maar hoogstens 3 632 kg.....	148,50
Part-time motor vehicle driver.....	110,50	meer as 3 632 kg.....	159,10
Handyman—		Deeltydse motorvoertuigdrywer.....	110,50
during first three months' experience.....	137,50	Faktotum—	
during next three months' experience.....	142,55	gedurende eerste drie maande ondervinding.....	137,50
during next three months' experience.....	147,45	gedurende volgende drie maande ondervinding.....	142,55
thereafter.....	154,20	gedurende volgende drie maande ondervinding.....	147,45
Chargehand.....	122,25	daarna.....	154,20
Team leader—		Onderbaas.....	122,25
of Grade 1A employees.....	131,45	Spanleier—	
of Grade 1B employees.....	125,35	van werknemers graad 1A.....	131,45
of Grade II employees.....	112,20	van werknemers graad 1B.....	125,35
of Grade III employees and Labourers.....	108,45	van werknemers graad II.....	112,20
Grade 1A employees, unqualified—		van werknemers graad III en arbeiders.....	108,45
during first three months' experience.....	107,40	Werknemer graad 1A, ongekwalifiseer—	
during next six months' experience.....	110,60	gedurende eerste drie maande ondervinding.....	107,40
during next six months' experience.....	113,95	gedurende volgende ses maande ondervinding.....	110,60
during next six months' experience.....	118,25	gedurende volgende ses maande ondervinding.....	113,95
during next three months' experience.....	123,30	gedurende volgende ses maande ondervinding.....	118,25
Grade 1A employee, qualified.....	129,35	gedurende volgende drie maande ondervinding.....	123,30
Grade 1B employee, unqualified—		Werknemer graad 1A, gekwalifiseer.....	129,35
during first three months' experience.....	107,40	Werknemer graad 1B, ongekwalifiseer—	
during next six months' experience.....	109,90	gedurende eerste drie maande ondervinding.....	107,40
during next six months' experience.....	112,30	gedurende volgende ses maande ondervinding.....	109,90
during next six months' experience.....	115,20	gedurende volgende ses maande ondervinding.....	112,30
during next three months' experience.....	118,45	gedurende volgende ses maande ondervinding.....	115,20
Grade 1B employee, qualified.....	123,00	gedurende volgende drie maande ondervinding.....	118,45
		Werknemer graad 1B, gekwalifiseer.....	123,00

	Per week R
Tobacco packer, unqualified—	
during first three months' experience	107,40
during next three months' experience	109,20
during next three months' experience	111,50
during next three months' experience	114,40
Tobacco packer, qualified	118,45
Grade II employee, unqualified—	
during first six months' experience	107,40
during next six months' experience	108,65
Grade II employee, qualified	110,45
Watchman	108,25
Grade III employee	108,00
Labourer	107,40
Employee in this Agreement not elsewhere specified	110,45

(2) *Due date of 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 for each calendar year shall be granted such increases on 15 February which falls within the period and such increases 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 falls within the respective periods.

(3) *Casual employees.*—For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee in the same section of the Tobacco Industry performing the same class of work as the casual employee is required to perform, shall be paid.

(4) *Reduction of wage rate not permitted.*—Nothing in this Agreement shall operate to reduce the wage rate of an employee who, at any time prior or subsequent to the date this Agreement comes into operation, was or may be paid wages at a rate higher than the minimum provided in this clause and such employee shall continue to be paid and be entitled to receive wages at a rate of not lower than such higher rate as if such higher rate were the minimum in respect of that employee.

The provisions of this subclause shall also apply in respect of any employee whose services are terminated by an employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer. For the purposes hereof "Agreement" shall include any amendments thereto.

(5) *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 to such employee in respect of that day—

- (i) where the sole difference between classes is in terms of this subclause based on experience the provisions hereof shall not apply; nor shall they apply to an assistant foreman when so acting for a foreman, unless he so acts for a continuous period of not less than one week at any one time when it shall apply for the period in excess of such one week;
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest wage in the rising scale:

Provided that—

- (i) the differential rate shall not apply to work that may be performed by relievers during lunch and tea-breaks and where continuous work cycles are in operation;
- (ii) an employers shall not require or permit an employee to perform in any one grade work which qualifies him/her for a differential wage in terms of this subclause for a continuous period of more than three months in a calendar year;
- (iii) when an employee who has been granted exemption to perform work of a lower grade is called upon to do the work temporarily which he/she performed previously in a higher grade, that employee shall receive the full rate of the higher grade for the time while he/she is so employed.

(6) *Basis of contract.*—For the purpose of this clause, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in subclause (5) of this clause and in clause 5 (7), an employee shall be paid in respect of any week not less than the full 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.

	Per week R
Tabakverpakker, ongekwalifiseer—	
gedurende eerste drie maande ondervinding	107,40
gedurende volgende drie maande ondervinding	109,20
gedurende volgende drie maande ondervinding	111,50
gedurende volgende drie maande ondervinding	114,40
Tabakverpakker, gekwalifiseer	118,45
Werknemer graad II, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	107,40
gedurende volgende ses maande ondervinding	108,65
Werknemer graad II, gekwalifiseer	110,45
Wag	108,25
Werknemer graad III	108,00
Arbeider	107,40
Werknemer nie elders in hierdie Ooreenkoms gemeld nie	110,45

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

(a) Alle werknemers wat gedurende die tydperk 1 Januarie tot en met 31 Maart vir die kalenderjaar vir verhogings kwalifiseer moet sodanige verhogings toegestaan word op 15 Februarie wat binne die tydperk val en sodanige verhogings moet toegepas word op die hele betaalweek waarin 15 Februarie val.

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

(3) *Los werknemers.*—Vir elke werkdag of gedeelte van 'n werkdag moet een vyfde van die hoogste weekloon betaal word wat voorgeskryf word vir 'n werknemer in dieselfde seksie van die Tabaknywerheid wat dieselfde werk doen as dié wat van die los werknemer vereis word.

(4) *Vermindering van loon nie toegelaat nie.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dié loon verlaag van 'n werknemer wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n loon betaal is of betaal mag word teen 'n skaal wat hoër is as die minimum wat in hierdie klousule voorgeskryf word nie en sodanige werknemer moet steeds 'n loon betaal word—waarop hy dan ook geregtig is—teen 'n skaal wat nie laer as sodanige hoër skaal is nie, asof sodanige hoër skaal die minimum ten opsigte van daardie werknemer is.

Hierdie subklousule is ook van toepassing op 'n werknemer wie se diens na die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werk-gewer beëindig word en wat weer deur sodanige werk-gewer in diens geneem word. Vir die toepassing hiervan omvat "Ooreenkoms" alle wysigings daarvan.

(5) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis 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) As die enigste verskil klasse ingevolge hierdie subklousule op ondervinding gebaseer is, die bepaling hiervan nie van toepassing is nie; hulle ook nie van toepassing is op 'n assistent-voorman nie wanneer daar vir 'n voorman waargeneem word, tensy sy vir 'n ononderbroke tydperk van minstens een week op een slag waarneem, in welke geval dit van toepassing is op die tydperk wat langer as sodanige week is;
- (ii) in die geval gemeld in paragraaf (b) bedoel, minstens die dagloon bereken teen die hoogste loon in die stygende loonskaal:

Met dien verstande dat—

- (i) die differensiële loon-skaal is nie van toepassing op aflos werkers gedurende etens en tee pouses en waar 'n aaneenlopende siklus van die werkproses gewerk word;
- (ii) 'n werk-gewer nie van 'n werknemer mag vereis of hom toelaat om werk te verrig in enige graad wat hom/haar vir 'n differensiële loon ingevolge hierdie subklousule vir 'n onafgebroke tydperk van meer as drie maande in 'n kalenderjaar kwalifiseer nie;
- (iii) wanneer 'n werknemer aan wie vrystelling verleen is om werk van 'n laer graad te verrig, opdrag ontvang om tydelik die werk te doen wat hy/sy vroeër in 'n hoër graad verrig het, so 'n werknemer teen die volle loonskaal van die hoër graad besoldig moet word vir die tyd terwyl hy/sy aldus in diens was.

(6) *Kontrakgrondslag.*—Vir die toepassing van hierdie klousule is die basis van 'n dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens subklousule (5) 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, ongeag of hy in daardie week die maksimum getal gewone ure, in klousule 6 (1) voorgeskryf, of minder gewerk het.

(7) 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 four and a third.
 - (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 four and a third.
 - (c) *Calculation of daily wage.*—For the purpose of calculating the daily wage of an employee, the weekly wage shall be divided by 42 and multiplied by the number of normal hours worked for any particular day as prescribed in clause 6 (1) (a) (ii).
 - (d) *Calculation of hourly wage.*—The hourly wage of an employee shall be calculated by dividing the weekly wage by 42.
- (8) *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 employers 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.

(9) *Transfer to higher grade.*—An employee transferred to a higher grade shall be paid wages to which he would have been or become 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.

(10) *Retrenchment.*—An employee on being retrenched, as distinct from that provided for in clause 23 and on retirement, shall be paid a gratuity calculated on the following basis, and in the case of—

- (i) weekly paid employees are to be paid 0,5 weeks of the actual weekly earnings at the time of retrenchment per completed year of service subject to a maximum of 6 weeks and a minimum of 2 weeks pay;
- (ii) monthly paid employees are to be paid 0,231 of the actual monthly basic earnings at the time of retrenchment per completed year of service subject to a maximum of 3 months and a minimum of 1 months basic salary.

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 the employee have agreed thereto in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment it 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 names, the employee's factory number, occupation, classification and rate of wage, the number of ordinary and overtime hours worked, the wage paid in respect of each, the amount of bonus, adjustment 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, contributions prescribed under the Unemployment Insurance Act, Act 30 of 1966, and contributions to pensions, provident and sick benefit funds and any other deductions made: Provided that where an agreement in terms of clause 23 (1) (ii) 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 Wednesday.

(3) *Casual employee.*—An employer shall pay the wages due to his casual employee in cash after every four days of employment, or on termination of his employment, whichever occurs first.

(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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(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) *Board 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.

(7) Behoudens ander bepalings in hierdie Ooreenkoms, moet lone soos volg bereken word:

- (a) *Berekening van maandloon.*—Ten einde die maandloon van 'n werknemer te bereken vir wie 'n weekloon voorgeskryf is, moet die weekloon met vier en 'n derde vermenigvuldig word.
- (b) *Berekening van weekloon.*—Ten einde die weekloon van 'n werknemer te bereken wat maandeliks besoldig word, moet die maandloon deur vier en 'n derde gedeel word.
- (c) *Berekening van dagloon.*—Ten einde die dagloon van 'n werknemer te bereken moet die weekloon deur 42 gedeel en vermenigvuldig word met die getal gewone ure wat op 'n bepaalde dag gewerk is soos in klousule 6 (1) (a) (ii) voorgeskryf word.
- (d) *Berekening van uurloon.*—Die uurloon van 'n werknemer moet bereken word deur die weekloon deur 42 te deel.

(8) *Bevordering.*—As 'n vakature in 'n bedryfsinrigting ontstaan 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 wat aan ander werknemers in sodanige bedryfsinrigting betaal moet word, moet die werkgever so 'n vakature met een van sy werknemers van 'n laer graad vul: Met dien verstande dat as daar spesiale redes bestaan, die werkgever die vakature deur die aanstelling van 'n nuwe werknemer kan vul: Voorts met dien verstande dat as 'n ervare werknemer van sodanige graad of klas nodig is en so 'n werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie.

(9) *Oorplasing na 'n hoër graad.*—'n Werknemer wat na 'n hoër graad oorgeplaas word, moet die loon betaal word waarop hy geregtig sou gewees of geword het as hy in die laer graad gebly het, totdat die loon wat aan hom ooreenkomstig die hoër graad betaal word, meer is as die loon wat kragtens die skaal van die laer graad betaal is.

(10) *Personeelvermindering.*—By personeelvermindering, in teenstelling met dié waarvoor daar in klousule 23 voorsiening gemaak word asook by aftrede, sal daar aan 'n werknemer 'n gratifikasie betaal word bereken op die volgende basis, en in die geval van—

- (i) weekliks besoldigde werknemers, sal 0,5 weke van die werklike weekliks verdienste ten tye van die vermindering vir elke voltooide jaar van diens betaal word, onderworpe aan 'n maksimum van ses weke en 'n minimum van twee weke se besoldiging;
- (ii) maandeliks besoldigde werknemers, sal 0,231 van die werklike maandeliks basiese verdienste, ten tye van die vermindering vir elke voltooide jaar van diens betaal word, onderworpe aan 'n maksimum van drie maande en 'n minimum van een maand se basiese salaris.

5. BETALING VAN LONE

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 7 (2), moet alle bedrae wat aan 'n werknemer verskuldig is, weekliks of maandeliks, indien die werkgever en die werknemer aldus skriftelik ooreengekom het, gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word en moet dit in 'n verseëelde kovert wees met, aan die buitekant, die werkgever en die werknemer se name, die werknemer se fabrieksnummer, beroep, klassifikasie en loonskaal, die getal gewone en oortydure gewerk, die loon ten opsigte van elk betaal, die bedrag aan bonus, verrekening of enige ander betaling wat gedoen is, die totale loon wat betaal word en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en die bedrag wat afgetrek word vir vakverenigingsgelde, Raadsgelde, bydraes soos voorgeskryf kragtens die Werkloosheidsverzekeringwet, Wet 30 van 1966, en bydraes aan pensioen-, voorsorg- en siektebystandsfondse en alle ander aftrekkings: Met dien verstande dat as 'n ooreenkoms ingevolge klousule 23 (1) (ii) aangegaan is vir 'n diensopseggingstyd wat langer as een week is, lone aan die einde van elke sodanige langer tydperk betaal kan word.

(2) *Gewone betaaldag.*—As werknemers weekliks besoldig word, is Vrydag die gewone betaaldag en lone wat op daardie dag betaal word, moet vir werk wees wat tot en met die voorafgaande Woensdag verrig is.

(3) *Los werknemer.*—'n Werkgever moet die loon wat aan sy los werknemer verskuldig is, in kontant betaal na elke vier dae diens, of by beëindiging van sy diens na gelang van die datum wat die eerste is.

(4) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgever regtens verplig is om by te dra.

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

(6) *Kos en inwoning.*—Behoudens die bepalings van 'n wet, mag 'n werkgever nie van sy werknemer vereis om van hom of van 'n persoon of hy 'n plek deur hom aangewys, kos en/of inwoning aan te neem nie.

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

- (a) Deductions for Council funds and the Sick Benefit Fund, and with the written consent of the employee for pension, provident, insurance, savings funds, housing loans and voluntary purchases of tobacco products;
- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such an employee was receiving in respect of his ordinary hours of work at the time 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 the wage for one hour, based on the wage prescribed in clause 4 and calculated in accordance with clause 4 (7) (c), in respect of each hour of such reduction: Provided that such deduction shall not exceed the wage of six hours of such employee in any one week, 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, 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 break-down of plant or machinery owing to accident, wet weather or other unforeseen emergency in respect of the first hour not worked;
- (e) deductions in terms of clause 14 (5);
- (f) with the written consent of an employee, contributions due to the National Union of Cigarette and Tobacco Workers (Johannesburg Branch) and the African Tobacco Worker's Union.

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 security officer or a watchman—
 - (i) 42 in any week from Thursday to Wednesday inclusive;
 - (ii) eight and three-quarters on any day from Monday to Thursday inclusive and seven on any Friday.

A week shall consist of five days only and save as provided in subclause (10) (c) of this clause, no work shall be performed on a Saturday;

- (b) in the case of a security officer and a watchman—
 - (i) 48 in any week from Thursday to Wednesday inclusive;
 - (ii) eight hours per shift.

A week may consist of six shifts.

(2) The ordinary hours of work of a casual employee shall not exceed eight and three-quarters in any day.

(3) *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—

- (i) 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;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

- (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 two 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 at work.

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

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

- (a) during the whole of any interval if—
 - (i) an employee is not free to leave the premises of the 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 20 of the Basic Conditions of Employment Act, 1983.

(7) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemers geen boetes opleë of enige bedrag van sy werknemer se loon aftrek nie, uitgesonderd die volgende:

- (a) Bedrae vir Raadsfondse en Siektebystandsfonds, en met die skriftelike toestemming van die werknemer, vir pensioen-, voorsorg-, versekerings- en spaarfondse, huislenings en vrywillige aankope van tabakprodukte;
- (b) behoudens andersluidende bepalings in hierdie Ooreenkoms, as 'n werknemer van sy werk af wegbly, uitgesonderd in opdrag of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
- (c) enige bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (d) wanneer die gewone werkure wat in klousule 6 (1) voorgeskryf word, vanweë korttyd verminder word, die loon vir een uur, gebaseer op die loon voorgeskryf in klousule 4 en bereken ooreenkomstig klousule 4 (7) (c), vir elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking hoogstens die loon van so werknemer vir ses uur in 'n bepaalde week is, ongeag die getal ure waarmee die gewone werkure verminder word: Voorts met dien verstande dat geen aftrekking in die volgende gevalle gemaak mag word nie;
 - (i) In die geval van korttyd wat ontstaan uit 'n tydelike handelslapte of tekort aan materiaal, tensy die werkgewer 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 ontstaan deur 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeval, nat weer of ander onvoorsiene noodgeval ten opsigte van die eerste uur wat daar nie gewerk word nie;
- (e) aftrekkings kragtens klousule 14 (5);
- (f) met die skriftelike toestemming van 'n werknemer, bydraes verskuldig aan die National Union of Cigarette and Tobacco Workers (Johannesburgse tak) en die African Tobacco Workers' Union.

6. WERKURE, GEWONE EN OORTYD- EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens—

- (a) in die geval van 'n werknemer, uitgesonderd 'n manlike veiligheidsbeampte of 'n wag—
 - (i) 42 in 'n week van Donderdag tot en met Woensdag;
 - (ii) agt en driekwart op 'n dag van Maandag tot en met Donderdag, en vyf op 'n Vrydag;

'n Week tel slegs vyf dae, en behoudens subklousule (10) (c) van hierdie klousule, mag geen werk op 'n Saterdag verrig word nie;

- (b) in die geval van 'n veiligheidsbeampte en 'n wag—
 - (i) 48 in 'n week van Donderdag tot en met Woensdag;
 - (ii) agt uur per skof.

(2) Die gewone werkure van 'n los werknemer is hoogstens agt en 'n driekwart uur per dag.

(3) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur op 'n dag aaneen sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag geen werk verrig word nie, en sodanige pouse mag nie as deel van die gewone werkure of oortyd gereken word nie: Met dien verstande dat—

- (i) as sodanige pouse langer as een uur duur, enige tyd wat een uur te bowe gaan, as gewone werkure gereken word;
- (ii) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag, in diens in of by sy bedryfsinrigting, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

- (a) die middel van elke eerste werktydperk op 'n dag;
- (b) die middel van elke tweede werktydperk op 'n dag as dié tydperk langer as twee uur is;

waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word as deel van die gewone werkure gereken.

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

(6) Benewens die tydperk wat 'n werknemer werklik werk, word hy geag te werk—

- (a) gedurende die volle werkpouse indien—
 - (i) dit die werknemer nie vrystaan om die perseel van die werkgewer vir die volle duur van so 'n pouse te verlaat nie; of
 - (ii) Die duur van so 'n pouse nie aangetoon word nie in die registers wat ingevolge Artikel 20 van die Basiese Voorwaardes waaraan voldoen moet word volgens die Wet 1983;

- (b) during any other period which the employee is on the premises of the employer:

Provided that if it is proved that any such employee was not working and was free to leave the premises during any portion 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 portion of such period.

(7) *Limitation of hours of work on public holidays and Sundays.*—For the purposes of subclause (1) of this clause, whenever an employee is required to work on a public holiday referred to 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 Saturday, shall not exceed five hours.

(8) *Overtime.*—All time worked in excess of the maximum number of hours prescribed in subclauses (1) and (2) of this clause in respect of the day or the week shall be deemed to be overtime.

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

- (a) for more than two hours on any day;
- (b) for more than 10 hours in any week;
- (c) in the case of an employee not ordinarily working on a Saturday, not more than five hours on such a day.

(10) *Payment for overtime.*—An employer shall pay his employee at the rate of not less than one and one half times his 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.

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

(12) *Standby allowance and payment for call out.*—(a) An employee instructed by the management to be on standby shall be paid an amount of not less than one hour's ordinary time per day.

(b) The minimum payment for each call-out shall not be less than three hours at the overtime rate applicable.

(c) Should the hours worked during any call-out exceed three hours such hours shall be paid for at the overtime rate applicable on Sunday rate.

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

(14) *Savings.*—The provisions of subclauses (5) and (9) of this clause shall not apply to an employee employed on emergency work or work 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 (3), (4), (6) and (9) of this clause shall not apply to a watchman.

(15) *Turning of tobacco whilst in the process of fermentation.*—An employee engaged in 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 employee in respect of each calendar year annual leave commencing during December in such year, as follows:

- “(a) In the case of an employee who has been in his employment since 15 January of the calendar year to which such leave relates, 18 working days on full pay, as follows:
 - (i) 15 consecutive days on full pay;
 - (ii) on day on full pay which has to be taken on the Thursday preceeding Good Friday of each year;
 - (iii) one day on full pay which has to be taken on Tuesday after Family Day of each year;
 - (iv) one day on full pay which has to be taken on Friday after Ascension Day of each year;
- (b) in the case of an employee who commenced work after 15 January of the calendar year to which such leave relates, 1,5 days on full pay in respect of each completed month of employment: Provided that an employer may require such employee to take additional leave without pay up to a total period of leave not exceeding three consecutive weeks. For the purposes of this subclause, “one day's pay” shall mean one fifth of the employee's weekly wage;”
- (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 5 per cent 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 wat die werknemer op die perseel van die werkgever is:

Met dien verstande dat as daar bewys word dat so 'n werknemer nie gewerk het nie en dit hom vrygestaan het om die perseel te verlaat gedurende enige gedeelte van enige tydperk in paragraaf (b) bedoel, die vooropstelling waarvoor in hierdie subklousule voorsiening gemaak word, nie op die werknemer met betrekking tot daardie gedeelte van die tydperk van toepassing is nie.

(7) *Beperking van werkure op openbare vakansiedae en Sondae.*—Wanneer daar van 'n werknemer vereis word om op 'n openbare vakansiedag, in klousule 9 (1) bedoel, of op 'n Sondag te werk, moet die werkure op so 'n dag, vir die toepassing van subklousule (1) van hierdie klousule, hoogstens die gewone ure wees wat gewoonlik op so 'n dag gewerk word (vir hierdie doel is Maandag die gelykwaardige werkdag vir Sondag) en, as die openbare vakansiedag op 'n Saterdag val, mag daar hoogstens vyf uur gewerk word.

(8) *Oortydwerk.*—alle tyd gewerk bo en behalwe die maksimum getal ure ten opsigte van die dag of die week in subklousules (1) en (2) van hierdie klousule voorgeskryf, moet as oortydwerk geag word.

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

- (a) Langer as twee uur op 'n dag;
- (b) langer as 10 uur in 'n week;
- (c) in die geval van 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie, langer as vyf uur op so 'n dag.

(10) *Besoldiging vir oortydwerk.*—'n Werkgever moet sy werknemer besoldig teen minstens een en 'n half maal sy loonskaal ten opsigte van alle oortyd deur die werknemer gewerk en die oortyd moet die totaal wees van alle tydperke oortyd gedurende 'n week gewerk en 'n breuk van 'n uur moet as 'n uur gereken word.

(11) Van geen werknemer mag vereis word om oortyd sonder sy toestemming te werk nie.

(12) *Gereedheidstoelaag en besoldiging vir roeytyd.*—(a) 'n Werknemer wat in opdrag van die Bestuur gereedheidsdiens moet lewer, moet 'n bedrag van minstens een uur gewone tyd per dag betaal word.

(b) Die minimum besoldiging vir elke roeytyd moet minstens drie uur teen die toepaslike tarief vir oortyd wees.

(c) Indien die ure gedurende 'n roeytyd gewerk meer as drie uur is, moet vir sodanige ure betaal word teen die toepaslike oortydtarief of die Sondagtarief.

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

(14) *Voorbehoudsbepalings.*—Subklousules (5) en (9) van hierdie klousule is nie van toepassing nie op 'n werknemer wat noodwerk verrig of werk in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, en subklousules (3), (4), (6) en (9) van hierdie klousule is nie op 'n wag van toepassing nie.

(15) *Omdraai van tabak gedurende fermenteerproses.*—'n Werknemer wat hierdie klas werk verrig, mag nie toegelaat word om die werk langer as drie maande gedurende ses opeenvolgende maande te verrig nie.”

7. JAARLIKSE VERLOF

“(1) Behoudens paragrafe (c) en (d) van hierdie subklousule, moet 'n werkgever aan sy werknemer ten opsigte van elke kalenderjaar, jaarlikse verlof wat gedurende Desember in daardie jaar begin, soos volg toestaan:

- “(a) In die geval van 'n werknemer wat in sy diens was sedert 15 Januarie van die kalenderjaar waarop sodanige verlof betrekking het, 18 werkdag met volle besoldiging, soos volg:
 - (i) 15 agtereenvolgende dae met volle besoldiging;
 - (ii) een dag met volle besoldiging wat elke jaar op die Donderdag voor Goede Vrydag geneem moet word;
 - (iii) een dag moet volle besoldiging wat elke jaar op Dinsdag na Gesinsdag geneem moet word;
 - (iv) een dag met volle besoldiging wat elke jaar op Vrydag na Hemelvaartsdag geneem moet word;
- (b) in die geval van 'n werknemer wat begin werk het na 15 Januarie van die kalenderjaar waarop sodanige verlof betrekking het, 1,5 dae teen volle besoldiging ten opsigte van elke voltooiende maand diens: Met dien verstande dat 'n werkgever van so 'n werknemer kan vereis om addisionele verlof sonder besoldiging te neem vir 'n totale verloftydperk van hoogstens drie agtereenvolgende weke. Vir die toepassing van hierdie subklousule beteken 'een dag se besoldiging' een vyfde van die werknemer se weekloon;”
- (c) ondanks paragrafe (a) en (b) en ter vervanging daarvan, het 'n werkgever die reg om die getal verlofdag met volle besoldiging kragtens genoemde subklousule aan hoogstens 5 persent van sy werknemers op sodanige ander tyd gedurende Desember en/of Januarie onmiddellik daaropvolgende toe te staan as wat vir die doeltreffende bestuur van sy saak nodig is;

- (d) a monthly-paid employee may be required or permitted to take his leave on full pay as prescribed in paragraph (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave rates;
- (e) whenever any public holidays as defined in clause 9 (1) fall within the period of such leave, such holidays shall be added to the said period as a further period of leave of absence on the following basis:
 - (i) Should the said public holiday be observed on an ordinary working day, such holiday shall be added to the period of leave on full pay;
 - (ii) should the said public holiday fall on a Saturday, it shall be observed and paid for in terms of clause 9 (3);
- (f) an employer may set off against such period of leave any day of occasional leave, other than sick leave in terms of clause 8, granted on full pay to his employee at his employee's written request during the year of employment to which the period of annual leave relates;
- (g) 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 23."

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

(b) For the purpose of calculating the leave remuneration in the case of night shift workers, the 25 per cent additional allowance in terms of clause 4 (1) (b) shall be added and where occasional night shifts are worked the 25 per cent allowance shall be added pro rata to the period or periods of night shifts worked during the year.

(3) *Annual bonus.*—In addition to the remuneration set out in subclause (2) of this clause, an employer shall pay in December of each year, prior to the granting of annual leave in terms of subclause (1) of this clause, or on dismissal in November or December [other than summary dismissal in terms of clause 23 (1) (i)] to each of his employees—

- (a) who has been in his employ for a continuous period of five years or more, four weeks' wages based on actual earnings at the time;
- (b) with less than five years' continuous service engaged prior to 15 January of the current year, 2,9 weeks' wages at the actual rate being paid at the time;
- (c) engaged after 15 January of the current year, one twelfth of 2,9 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) in the case of any break in service of more than 30 consecutive days during the year, payment shall be made on the basis of one twelfth of the said wage for each month of employment, reckoned from 1 January to 31 December;
- (ii) for the purpose of calculating the annual bonus in the case of night shift workers, the 25 per cent additional allowance in terms of clause 4 (1) (b) shall be added, and where occasional night shifts are worked the 25 per cent allowance shall be added pro rata to the period or periods of night shifts worked during the year;
- (iii) 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;
- (iv) 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.

(4) An employee whose contract of employment terminates before the period of leave referred to in subclause (1) accrued, shall upon such termination be paid in respect of each completed month of such period of less than one calendar year not less than one and one quarter days' pay, based on the weekly wage which he was receiving immediately before the date of such termination: Provided the termination takes place after the day of leave following Ascension Day:

Provided further that—

- (i) "If the termination takes place before the Thursday preceding Good Friday/Family Day, then the employee shall be entitled to leave pay, calculated at 1,5 days per completed month;

(d) van 'n werknemer wat maandeliks besoldig word, kan vereis word of hy kan toegelaat word om sy verlof met volle besoldiging soos voorgeskryf in paragraaf (a) of (b), op enige ander tyd te neem, maar sodat die nie later as binne twee maande na voltooiing van elke jaar diens waarop die verlof betrekking het, begin nie;

(e) wanneer openbare vakansiedae, soos in klousule 9 (1) omskryf, binne sodanige verloftydperk val, moet dié vakansiedae by die genoemde tydperk gevoeg word as 'n verdere verloftydperk, op die volgende grondslag:

- (i) As die genoemde openbare vakansiedag op 'n gewone werkdag val, moet die vakansiedag by die verloftydperk met volle besoldiging gevoeg word;
- (ii) as genoemde openbare vakansiedag op 'n Saterdag val, moet dit gereken en moet daarvoor betaal word soos in klousule 9 (3) bepaal;

(f) 'n werkgewer kan 'n dag geleentheidsverlof, uitgesonderd siekteverlof ingevolge klousule 8, wat op sy werknemer se skriftelike versoek aan sy werknemer met volle besoldiging toegestaan is gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, van die verloftydperk aftrek;

(g) die verloftydperk mag nie met siekteverlof ingevolge klousule 8 of met 'n tydperk waarin die werknemer militêre diens ondergaan of met 'n diensopseggingstermyn ingevolge klousule 23, saamval nie."

(2) *Verlofbesoldiging.*—(a) Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) van hierdie klousule bedoel, moet op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(b) Ten einde die jaarlikse verlofsbesoldiging in die geval van nagskofwerkers te bereken, moet die addisionele toelae van 25 persent ingevolge klousule 4 (1) (b) bygevoeg word, en waar nagskofte af en toe gewerk word, moet die toelae van 25 persent op 'n *pro rata*-grondslag gevoeg word by die tydperk of tydperke waarin nagskofte gedurende die jaar gewerk is.

(3) *Jaarlikse bonus.*—Benewens die besoldiging in subklousule (2) van hierdie klousule gemeld, moet 'n werkgewer in Desember elke jaar, voordat jaarlikse verlof ooreenkomstig subklousule (1) van hierdie klousule toegestaan word, of by ontslag in November of Desember [uitgesonderd summere ontslag kragtens klousule 23 (1) (i)] aan elkeen van sy werknemers die volgende betaal:

- (a) Werknemers wat vyf jaar of langer ononderbroke by hom in diens was, vier weke se lone gebaseer op die werklike inkomste verdien op daardie tydstop;
- (b) werknemers met minder as vyf jaar ononderbroke diens wat voor 15 Januarie van die lopende jaar in diens geneem is, 2,9 weke se lone teen die werklike skaal wat op daardie tydstop betaal word;
- (c) werknemers wat na 15 Januarie van die lopende jaar in diens geneem is een twaalfde van 2,9 weke se lone teen die werklike skaal wat op daardie tydstop vir elke kalendermaand diens betaal word, bereken vanaf die eerste dag van die maand naaste aan die datum van indiensneming. Desember maand inbegrepe;

Met dien verstande dat—

- (i) in die geval van 'n diensonderbreking van meer as 30 agtereenvolgende dae gedurende die jaar, betaling gedoen word op die grondslag van een twaalfde van genoemde loon vir elke maand diens gereken vanaf 1 Januarie tot 31 Desember;
- (ii) ten einde die jaarlikse bonus in die geval van nagskofwerkers te bereken, die addisionele toelae van 25 persent ingevolge klousule 4 (1) (b) bygevoeg moet word, en waar nagskofte af en toe gewerk word, die toelae van 25 persent op 'n *pro rata*-grondslag gevoeg moet word by die tydperk of tydperke waarin nagskofte gedurende die jaar gewerk is;
- (iii) daar aan dié werknemers aan wie verlof op 'n ander tyd as in Desember toegestaan word, die jaarlikse bonus gedurende Desember elke jaar betaal moet word op die grondslag wat hierbo voorgeskryf word;
- (iv) daar aan 'n werknemer wat gedurende die jaar en voor Desember gaan aftree, 'n *pro rata*-gedeelte van die jaarlikse bonus betaal word wat hy daardie jaar sou ontvang het, bereken op grondslag van een twaalfde van die betrokke bonus vermenigvuldig met die aantal voltooide kalendermaande diens daardie jaar tot en met sy aftrede;

(4) 'n Werknemer wie se dienskontrak eindig voordat die tydperk van verlof in subklousule (1) bedoel opgeloop het, moet by sodanige beëindiging ten opsigte van elke voltooide maand van sodanige tydperk van minder as een kalenderjaar, minstens een en 'n kwart dag se loon, gebaseer op die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal word: Met dien verstande dat die diensbeëindiging plaasvind na die dag verlof wat na Hemelvaartsdag toegestaan word:

Voorts met dien verstande dat—

- "(i) indien die diensbeëindiging plaasvind voor die Donderdag wat Goëie Vrydag/Gesinsdag voorafgaan, die werknemer geregtig is op verlofbesoldiging, bereken teen 1,5 dae per voltooide maand;

- (ii) if the termination takes place before the Friday after Ascension day then the employee shall be entitled to leave pay calculated at one and a third days per completed month."

(5) An employee who is engaged on piece-work or any system of individual or group incentive scheme shall have his wage for the purposes of this clause based on the average wage he earned for ordinary time worked for the nearest three weeks on full time prior to such holiday leave.

(6) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amounts referred to in subclause (1), (4) or (5), whichever is applicable.

(7) 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, to a maximum period of nine months in that 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 17 A of the Basic Conditions of Employment Act, 1983;

Provided that such period or periods of absence is 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.

8. SICK LEAVE

(1) An employer shall grant sick leave on full pay in the event of illness to all employees on the basis of seven hours in respect of each full calendar month of service from the date of engagement to the next 30 June, and thereafter of 84 hours from 1 July to the following 30 June; and to all employees who have completed not less than one full period of 12 months employment, reckoned from 1 July to 30 June with the same employer, 168 hours in each succeeding period of 24 months.

(2) In the event of bona fide termination of service of an employee before the expiration of the cycle or periods referred to in subclause (1), any sick leave paid by an employer in excess of seven hours in respect of each completed month of employment from the commencement of the current cycle or period may be deducted by the employer from any moneys due to the employee, and where such moneys are insufficient to cover the excess, the shortfall shall be recoverable by the employer from the Transvaal Tobacco Industry Medical Benefit Society.

(3) In the case of security officers and watchmen, the periods of seven hours, 84 hours and 168 hours referred to in subclause (1) and (2), shall be eight hours, 96 hours and 192 hours respectively.

(4) "Illness" means inability to work owing to any sickness or injury other than that caused by the employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be illness only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act: Provided further that such amount shall not exceed the amount of sick pay due to such employee in terms of subclause (1) of this clause and that it may be offset against such sick pay.

(5) Payment due for sick leave in terms of this clause shall be made not later than the second pay-day after the employee's return to work or in the case of prolonged illness to the Industrial Council on request: Provided that the employer may require the production within 14 days from the first date of absence of a certificate signed by a registered medical practitioner in respect of each period of illness for which payment is claimed.

(6) The employer shall submit to the Council, in respect of each employee who has been absent from work, a return in the form of Annexure C to this Agreement. Such return shall be submitted to the Secretary of the Council within seven days of the receipt of a medical certificate or notification of illness.

(7) For the purposes of this clause a day shall mean the ordinary hours of work on the day of which the employee was absent from work. In the event of an employee being sick for part of a day it shall mean the actual number of hours during which he did not perform his work.

- (ii) indien die diensbeëindiging plaasvind voor die Vrydag na Hemelvaartsdag, die werknemer geregtig is op verlofbesoldiging, bereken teen een en 'n derde dae per voltooid maand."

(5) Die loon van 'n werknemer wat stukwerk verrig of in diens is volgens 'n stelsel van individuele of groepsaansporingskema moet, vir die toepassing van hierdie klousule, gebaseer word op die gemiddelde loon wat hy verdien het vir gewone tyd gewerk teen volle besoldiging gedurende die naaste drie weke voor sodanige vakansieverlof.

(6) 'n Werknemer wat op 'n verloftydperk geregtig geword het ingevolge subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrae betaal word bedoel in subklousule (1), (4) of (5); na gelang van welke een van toepassing is.

(7) Vir die toepassing van hierdie klousule, word die uitdrukking "diens" geag 'n tydperk of tydperke in te sluit waartydens 'n werknemer—

- (a) met verlof afwesig is ingevolge subklousule (1);
- (b) militêre diens ondergaan, tot 'n maksimum tydperk van nege maande gedurende daardie jaar;
- (c) van die werk afwesig is in opdrag of op versoek van sy werkgever;
- (d) afwesig is vir 'n tydperk van hoogstens 14 weke as gevolg van siekte, ongeluk of bevalling ingevolge artikel 17 A van die Wet op Basiese Diens Voorwaardes, 1983;

Met dien verstande dat sodanige tydperke van afwesigheid gestaaft word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn ten bewyse van ongeskiktheid om te werk, welke ongeskiktheid nie toe te skryf moet wees aan wangedrag of moedswillige nalatigheid van die betrokke persoon nie: Voorts met dien verstande dat sodanige tydperk van 14 weke slegs van toepassing is ten opsigte van dié persone wat in diens van dieselfde werkgever is wanneer jaarlikse verlofgeelde uitbetaal word ten tyde van die bedryfsinrigting se sluiting vir jaarlikse verlof;

en word dit geag te begin op die datum waarop die werknemer die laaste keer op jaarlikse verlof geregtig geword het of die datum van sy indiensneming, welke ook al die jongste is.

8. SIEKTEVERLOF

(1) 'n Werkgever moet in die geval van siekteverlof, siekteverlof met volle besoldiging aan alle werknemers toestaan op die grondslag van sewe uur ten opsigte van elke volle kalendermaand diens vanaf die datum van indiensneming tot die volgende 30 Junie, en daarna 84 uur vanaf 1 Julie tot die volgende 30 Junie; en aan alle werknemers wat minstens een volle tydperk van 12 maande diens, gereken vanaf 1 Julie tot 30 Junie, by dieselfde werkgever voltooi het, 168 uur in elke daaropvolgende tydperk van 24 maande.

(2) In die geval van bona fide-diensbeëindiging van 'n werknemer voor die verstrekking van die kringloop of tydperke in subklousule (1) bedoel, kan siekteverlof van meer as sewe uur ten opsigte van elke voltooid maand diens vanaf die aanvang van die lopende kringloop of tydperk wat deur 'n werkgever uitbetaal is, deur die werkgever afgetrek word van geld wat aan die werknemer verskuldig is, en waar sodanige geld nie voldoende is om die oormaat te dek nie, moet die werkgever die tekort verhaal van die Transvaal Tobacco Industry Medical Benefit Society.

(3) In die geval van veiligheidsbeamptes en wagte, is die tydperke van sewe uur, 84 uur en 168 uur in subklousules (1) en (2) bedoel, onderskeidelik agt uur, 96 uur en 192 uur.

(4) "Siekte" beteken onvermoë om te werk as gevolg van enige siekte of besering, uitgesonderd dié wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk as gevolg van 'n ongeluk waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevallewet, 1941, slegs as siekte geag word ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen betaling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie: Voorts met dien verstande dat so 'n bedrag nie die bedrag van siektebesoldiging wat aan so 'n werknemer ingevolge subklousule (1) van hierdie klousule verskuldig is, te bowe gaan nie, en dat dit verreken mag word teen sodanige siektebesoldiging.

(5) Bedrae verskuldig vir siekteverlof ingevolge hierdie klousule, moet uitbetaal word voor of op die tweede betaaldag nadat die werknemer na die werk teruggekeer het, of in die geval van 'n langdurige siekte, op versoek aan die Nywerheidsraad: Met dien verstande dat die werkgever kan vereis dat 'n sertifikaat geteken deur 'n geregistreerde mediese praktisyn ten opsigte van elke tydperk van siekte waarvoor betaling geëis word, binne 14 dae na die eerste datum van afwesigheid voorgelê word.

(6) Die werkgever moet by die Raad 'n opgawe in die vorm van Aanhangsel C van hierdie Ooreenkoms indien ten opsigte van elke werknemer wat van die werk afwesig was. Hierdie opgawe moet binne sewe dae na ontvangs van 'n doktersertifikaat of kennisgewing van siekte by die Sekretaris van die Raad ingedien word.

(7) Vir die toepassing van hierdie klousule, beteken 'n dag die gewone werkeure op die dag waarop die werknemer van sy werk afwesig is. Ingeval 'n werknemer vir 'n gedeelte van 'n dag siek is, beteken dit die werklike getal ure wat nie deur hom gewerk is nie.

"(8) Sick leave may be accumulated to a maximum of four weeks (168 hours) and be applicable to any succeeding period of the completion of a two-year cycle (168 hours) clear of any sick leave. Should the employee have taken the accumulated leave or part thereof through protracted illness, then the accumulation is to be re-earned by completing a further cycle of two years (168 hours) free of sick leave."

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employer shall grant leave and pay to an employee one-fifth of the prescribed weekly wage on New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill.

For the purpose of this clause, only the days enumerated in each case 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, 4 June shall be deemed to be a public holiday;
 - (ii) whenever any one of these days falls on a Sunday, the following Monday shall be deemed to be that holiday.
- (2) *Payment for work on public holidays.*—Subject to the provisions of clause 6 (7), whenever an employee has worked on a public holiday, his employer shall pay the employee one and a quarter times 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) of this clause. Provided that—

- (i) where the employer or the employees concerned has proposed and agreement is reached to work in the public holiday on a more appropriate date then the above shall not apply;
 - (ii) it, however, shall apply if the employees are subsequently requested to work on the second date on which the public holiday is to be taken.
- (3) *Payment of public holidays falling on a Saturday.*—Whenever any public holiday prescribed in subclause (1) of this clause falls on a Saturday, the employer shall pay the employee for such holiday as applicable in terms of subclause (1) in addition to the wage earned for that week. If during the period of annual leave a public holiday should fall on a Saturday, an extra day in lieu thereof shall be added to the period of leave, and payment shall be made only for such extra day.
- (4) *Payment for work on Sundays.*—Subject to clause 6 (7), whenever an employee, other than a security officer or watchman, has worked on a Sunday, his employer shall—

- (a) in respect of a Sunday, pay not less than:
 - (i) Where an employee has worked up to but not more than 4 hours—8,4 hours times his ordinary hourly rate;
 - (ii) where an employee has worked more than 4 hours and up to and not more than 9 hours on the day—16,8 hours times his ordinary hourly rate;
 - (iii) where an employee has worked more than 9 hours on the day—double his ordinary hourly rate times the number of hours actually worked during the period.
- (b) pay the employee who worked in excess of four hours on a Sunday one and a half times the weekly wage prescribed in clause 4 for an employee of his class, divided by 42, 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 for an employee of his class, divided by five.

10. PROPORTION OR RATIO

An employer shall not employ—

- (a) an unqualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade IA and Grade IB employee unless he has in his employ a qualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade IA and Grade IB employee respectively, and for each such qualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade IA and Grade IB employee not more than one unqualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade IA and Grade IB employee may be employed by him;
- (b) more than two unqualified Grade II employees and/or unqualified tobacco packers, unless he employs three qualified Grade II employees and/or qualified tobacco packers, and for each three

"(8) Siekteverlof kan ooploop tot 'n maksimum van vier weke (168 uur) en van toepassing wees op 'n latere tydperk van die voltooiing van 'n siklus van twee jaar (168 uur) vry van siekteverlof. Indien die werknemer die opgelope verlof of 'n gedeelte daarvan geneem het as gevolg van langdurige siekte, moet die oploping van siekteverlof weer verdien word deur 'n verdere siklus van twee jaar (168 uur) vry van siekteverlof te voltooi."

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werkgewer moet aan 'n werknemer verlof toestaan op Nuwejaarsdag, Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag, Kersdag en Welwillendheidsdag, en hom een vyfde van die voorgeskrewe weekloon ten opsigte van elke sodanige dag betaal.

Vir die toepassing van hierdie klousule, moet slegs die dae wat in elke geval genoem word as openbare vakansiedag geag word: Met dien verstande dat—

- (i) wanneer Welwillendheidsdag op 'n Maandag val, die daaropvolgende Dinsdag as Welwillendheidsdag geag word en dat wanneer Hemelvaartsdag op Republiekdag val, 4 Junie as openbare vakansiedag geag word;
 - (ii) wanneer enigeen van hierdie dae op 'n Sondag val, die daaropvolgende Maandag as dié vakansiedag geag word.
- (2) *Betaling vir werk op openbare vakansiedae.*—Behoudens klousule 6 (7) moet 'n werknemer wat op 'n openbare vakansiedag gewerk het, deur sy werkgewer aan hom een en 'n kwart maal sy gewone loon betaal van die tyd gewerk, en 'n gedeelte van 'n uur wat gewerk is, moet as 'n voltooide uur gereken word: Met dien verstande—

- (i) indien die werkgewer en werknemer betrokke voorgestel het en ooreengekom het om sodanige Openbare Vakansiedag in te werk om so 'n openbare vakansiedag op 'n ander datum te neem sal bogenoemde nie van toepassing wees nie;
 - (ii) dit sal egter van toepassing wees indien die werknemers deur die werkgewer versoek word om op die tweede datum waarop besluit is waarop sodanige openbare vakansiedag val te werk;
- (3) *Betaling vir openbare vakansiedae wat op 'n Saterdag val.*—Wanneer 'n openbare vakansiedag, in subklousule (1) van hierdie klousule voorgeskryf, op 'n Saterdag val, moet die werkgewer die werknemer vir sodanige vakansiedag betaal soos van toepassing ingevolge subklousule (1), benewens die loon vir daardie week. Indien 'n openbare vakansiedag gedurende die tydperk van die jaarlikse verlof op 'n Saterdag val, moet 'n bykomende dag in die plek daarvan by die verloftydperk gevoeg word en moet daar slegs vir die bykomende dag betaal word.

(4) *Betaling vir werk op Sondae.*—Behoudens klousule 6 (7) moet 'n werknemer, uitgesonderd 'n veiligheidsbeampte of wag, wat op 'n Sondag gewerk het deur sy werkgewer—

- (a) ten opsigte van 'n Sondag minstens die volgende loon betaal:
 - (i) Ten opsigte van werk aldus op 'n Sondag tot en met 4 ure—8,4 ure betaal word teen die skaal per uur van sy gewone loon;
 - (ii) ten opsigte van werk aldus op 'n Sondag meer as 4 ure maar nie meer as 9 ure—16,8 ure betaal word teen die skaal per uur van sy gewone loon;
 - (iii) ten opsigte van werk aldus op 'n Sondag, meer as 9 ure, dubbel teen die skaal per uur van sy gewone loon maal die aantal ure aldus gewerk gedurende so 'n periode;
- (b) ten opsigte van werk aldus op 'n Sondag verrig vir meer dan 4 ure op sodanige Sondag, betaal word teen die skaal van een en 'n half maal die weekloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, gedeel deur 42, vir elke uur of 'n gedeelte van 'n uur aldus gewerk, en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 vir 'n werknemer van sy klas, voorgeskryf is, gedeel deur vyf.

10. GETALVERHOUDING

'n Werknemer mag nie—

- (a) 'n ongekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoomman, werknemer graad IA en werknemer graad IB in sy diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoomman, werknemer graad IA en werknemer graad IB in sy diens het, en vir elke sodanige gekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoomman, werknemer graad IA en werknemer graad IB mag hoogstens een ongekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoomman, werknemer graad IA en werknemer graad IB by hom in diens wees;
- (b) meer as twee ongekwalifiseerde werknemers graad II en/of ongekwalifiseerde tabakverpakkers in sy diens hê nie, tensy hy drie gekwalifiseerde werknemers graad II en/of gekwalifiseerde tabakverpakkers in sy diens het, en vir elke drie gekwalifiseerde werknemers graad II en/of gekwalifiseerde tabakverpakkers mag

qualified Grade II employees and/or qualified tobacco packers, not more than two unqualified Grade II employees and/or unqualified tobacco packers 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—

- (i) an unqualified employee in any of the classes referred to who is in respect 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;
- (ii) an employee who is wholly or mainly engaged in performing the work of a factory clerical employee, receiving clerk, despatch clerk, and/or storeman may be deemed to be a qualified factory clerical employee, receiving clerk, despatch clerk and/or storeman, as the case may be.

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 subclause (2), (3) and (4) of this clause: Provided that, irrespective of the amount 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, plus 5 %.

(2) An employer shall not introduce piece-work or any scheme under which an employee's remuneration is varied according to the quantity or output of work done unless he has given to his employees concerned, and to the Council, not less than two weeks' notice of his intention to do so, and unless he has received the Council's consent to the proposed rates and/or scheme.

(3) An employer whose employees are engaged on piece-work shall not be permitted to discontinue the 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 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, and he has received notification of the acceptance of such rates by the Council.

(5) For the purpose of calculating the amount due to an employee who is engaged on piece-work, his wage in respect of sick leave and public holidays shall be based on his average wage of the nearest three complete weeks for ordinary time worked prior to such sick leave and public holidays.

12. EXEMPTIONS

(1) The Council in its discretion may, subject to the proviso to section 51 (3) of the Act, grant to or in respect of any person exemption from any of the provision of this Agreement.

(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 weeks' 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 and part-time motor vehicle driver in his employ 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 intervals from to
 Breakdowns, accidents and/or other delays

.....
 Signature of driver

hoogstens twee ongekwalifiseerde werknemers graad II en/of ongekwalifiseerde tabakverpakkers by hom in diens wees. Vir die toepassing van hierdie subklousule, moet werknemers graad II en tabakverpakkers as een groep werknemers behandel word: Met dien verstande dat—

- (i) 'n ongekwalifiseerde werknemer in enigen van genoemde klasse wat 'n loon ontvang wat minstens die loon is wat vir gekwalifiseerde werknemers van sy klas voorgeskryf is vir die toepassing van hierdie subklousule as 'n gekwalifiseerde werknemer beskou mag word;
- (ii) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n fabrieksklerk, ontvangsklerk, versendingsklerk en/of stoorman verrig, na gelang van die geval, as 'n gekwalifiseerde fabrieksklerk, ontvangsklerk, versendingsklerk en/of stoorman geag mag word.

11. STUKWERK

(1) 'n Werknemer wat oor enige tydperk stukwerk verrig moet, behoudens subklousules (2), (3) en (4) van hierdie klousule, die volle bedrag betaal word wat deur hom volgens stukwerkskale verdien is: Met dien verstande dat ongeag die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van sodanige tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende die tydperk as tydwerker in diens was, plus vyf persent.

(2) 'n Werkgewer mag nie stukwerk, of enige stelsel waar onder 'n werknemer se besoldiging wissel volgens die hoeveelheid werk verrig of sy produksie, invoer nie, tensy hy aan sy betrokke werknemers en die Raad minstens twee weke kennis gegee het van sy voorneme om dit te doen en tensy hy die Raad se toestemming vir die voorgestelde skale en/of stelsel verkry het.

(3) 'n Werkgewer wie se werknemers stukwerk verrig, mag nie die stelsel staak nie tensy hy sy werknemers en die Raad minstens twee weke kennis gegee het van sy voorneme om dit te doen.

(4) 'n Werkgewer moet op 'n opvallende plek in sy bedryfsinrigting 'n tabel van die skale, in subklousule (1) bedoel vertoon hou en mag hierdie skale nie wysig nie tensy hy sy werknemers en die Raad minstens twee weke kennis gegee het van die voorgename wysiging en hy deur die Raad in kennis gestel is van die aanname van sodanige skale.

(5) Vir die berekening van die bedrag verskuldig aan 'n werknemer wat stukwerk verrig, moet sy loon ten opsigte van siekteverlof en openbare vakansiedae gebaseer word op sy gemiddelde loon van die naaste drie volle weke wat hy teen gewone tyd gewerk het voor sodanige siekte verlof en openbare vakansiedae.

12. VRYSTELLINGS

(1) Die Raad kan na goeddunke en behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, aan of ten opsigte van enige persoon vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge subklousule (1) verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waartydens die vrystelling van krag bly: Met dien verstande dat die Raad na goeddunke en nadat aan die betrokke werkgewer en/of werknemer een week skriftelik kennis gegee is, 'n vrystellingssertifikaat kan intrek.

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

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig subklousule (2), waarop sodanige vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling van krag is.

13. LOGBOEK

(1) Elke werkgewer moet vir gebruik deur elke motorvoertuigdrywer of deeltydse motorvoertuigdrywer by hom in diens, 'n logboek met duplikaat-folio's verskaf, so na doenlik in onderstaande vorm:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Aanvangstyd van werk
 Uitskeityd van werk
 Getal gewone ure gewerk
 Getal oortydure gewerk
 Etenspouses van tot
 Onklaarrakings, ongelukke en/of ander gevalle van oponthoud

.....
 Handtekening van drywer

(2) Every driver upon being provided with the log book referred to in subclause (1) of this clause shall complete the log of 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 employees suitable protective clothing required in terms of the Machinery and Occupational Safety Act (Act 6 of 1983) 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, if he has not already done so in terms of a previous agreement, supply each employee, free of charge, with two sets 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 12 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 his 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) of this clause shall remain the property of the employer and shall be returned by the employee at the termination of his service.

(5) The employer may deduct from the employee's remuneration a sum not exceeding 70 % of the current cost in respect of each set of protective clothing, in the event of the employee losing or not returning his protective clothing, which amount may be recoverable by way of set-off out of any moneys due to such employee.

15. BEVERAGES

An employer shall make available, free of charge, tea or coffee (with milk and sugar) twice daily to his employees during their meal intervals and either during their morning or 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 15 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:

- On the first pay-day after this Agreement comes into operation and on each pay-day thereafter every employee and every employer in respect of each of his employees shall contribute an amount of 28c per week or, in the case of monthly paid employees, R1,20 per month.
- The employer shall deduct the employee's contribution from his weekly, or where applicable, monthly wages, and forward the total so deducted together with his own contributions to the Secretary of the Council within seven days of the end of the month during which the contributions were deducted.

18. SICK BENEFIT FUND

(1) (a) There is hereby continued the sick benefit fund, known as the Transvaal Tobacco Industry Medical Benefit Society, in this clause referred to as the "Fund". The Fund shall be maintained by contributions from employees and employers as follows:

- Weekly-paid employees: R1,20 per week.
- Monthly-paid employees: R5,20 per month.

(b) The employer shall contribute like amounts in respect of each employee.

(c) The employer shall deduct the employee's contribution from his weekly or, where applicable, monthly wages, and forward the total so deducted together with his own contributions to the Secretary of the Council within seven days of the end of the month during which the contributions were deducted.

(2) The Fund shall be applied to the assistance of the employees by providing them with medical services as laid down in the "Rules of the Fund", as amended from time to time, one-third of wages lost through illness for the period not exceeding 13 weeks in any one year: Provided that a doctor's certificate acceptable to the Management Committee is produced.

(2) Elke motorvoertuigdrywer moet, nadat die logboek in subklousule (1) van hierdie klousule bedoel, aan hom verskaf is, die log in tweevoud invul ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die betrokke dag se werk, 'n kopie daarvan aan sy werkgever oorhandig.

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

14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

(1) 'n Werkgever moet geskikte beskermende klere kosteloos aan sy werknemers verskaf soos vereis kragtens artikel 6 van die Wet op Fabriek, Masjienerie en Beroepsveiligheid, 1983, en moet dit so dikwels hernieu as wat nodig mag wees ten einde te verseker dat dit te alle tye toereikend en voldoende is.

(2) Indien hy dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie, moet 'n werkgever aan elke werknemer binne ses weke na sy indienstreding, of na die datum van inwerkingtreding van hierdie Ooreenkoms, na gelang van die jongste datum, kosteloos twee stelle geskikte beskermende klere in 'n goeie toestand verskaf en moet hierdie beskermende klere hernieu wanneer dit nodig is, maar hy hoef dit nie meer as een maal in elke 12 maande te doen nie.

(3) 'n Werknemer aan wie beskermende klere ingevolge die bepaling hiervan uitgereik is, moet daardie klere gedurende alle werkure dra, en is daarvoor verantwoordelik om sodanige beskermende klere in 'n goeie toestand te hou en te was en stryk: Met dien verstande dat 'n werkgever die beskermende klere kan laat was en stryk en die werknemer se reg om beskermende klere uit die bedryfsinrigting te verwyder, kan herroep.

(4) Alle beskermende klere wat ingevolge subklousule (2) van hierdie klousule uitgereik word, bly die eiendom van die werkgever en moet deur die werknemer by beëindiging van sy diens terugbesorg word.

(5) Ingeval 'n werknemer sy beskermende klere verloor of nie terugbesorg nie, kan die werkgever 'n bedrag van hoogstens 70% van die huidige koste van elke stel beskermende klere van die werknemers se besoldiging aftrek, en hierdie bedrag kan verhaal word deur dit af te trek van geld wat aan sodanige werknemer verskuldig is.

15. VERVERSINGS

'n Werkgever moet twee maal per dag gedurende etenspouses tee of koffie (met melk en suiker) kosteloos aan sy werknemers verskaf en ook gedurende hul oggend- of middagruspouse: Met dien verstande dat daar van werknemers vereis kan word om hul eie houers te voorsien.

16. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER DIE LEEFTYD VAN 15 JAAR

'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

17. RAADSFONDSE

Die fondse van die Raad wat berus by en geadmistreer word deur die Raad, moet soos volg verskaf word:

- Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet elke werknemer, en elke werkgever ten opsigte van elkeen van sy werknemers, 'n bedrag van 28c per week of in die geval van maandeliks besoldigde werknemers R1,20 per maand bydra;
- Die werkgever moet die werknemer se bydrae van sy weeklikse of, waar van toepassing, van sy maandelikse loon aftrek en die totaal aldus afgetrek, saam met sy eie bydraes binne sewe dae na die einde van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

18. SIEKTEBYSTANDSFONDS

(1) (a) Hierby word die siektebystandsfonds, bekend as die Mediese Bystandsvereniging van die Transvaalse Tabaknywerheid, wat in hierdie klousule die "Fonds" genoem word, voortgesit. Die Fonds word in stand gehou deur ondergenoemde bydraes van die werknemers en die werkgevers:

- Weekliks besoldigde werknemers: R1,20 per week.
- maandeliks besoldigde werknemers: R5,20 per maand.

(b) Die werkgever moet ten opsigte van elke werknemer dieselfde bedrag as die werknemer bydra.

(c) Die werkgever moet die werknemer se bydrae van sy weekloon of, waar van toepassing, sy maandloon aftrek en die totaal aldus afgetrek, saam met sy eie bydraes binne sewe dae na die einde van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

(2) Die Fonds moet aangewend word vir bystand aan werknemers deur hulle te voorsien van mediese dienste soos neergelê in die Reëls van die Fonds en wat van tyd tot tyd gewysig word en een derde van hul lone wat verloor word weens siekte van hoogstens 13 weke in 'n enkele jaar: Met dien verstande dat 'n dokters sertifikaat wat deur die Bestuurskomitee goedgekeur word, voorgelê word.

(3) (a) The Fund shall be administered by a Management Committee appointed by the Council from its members and shall consist of not less than three nor more than five representatives each from the trade unions and from the employers' organisation: Provided that an equal number of employees and employers shall be appointed to represent the trade unions and employers' organisation. The Management Committee shall administer the Fund in accordance with its constitution which may be amended from time to time: Provided that such constitution and any amendment(s) thereto shall be subject to the approval of the Council.

(b) Should at any time a dispute arise as to the provisions of the constitution or the administration of the Fund in regard to which members of the said Committee are equally divided, and no agreement be arrived at, such dispute shall be referred to an arbitrator, agreed upon by them or failing such agreement, nominated by the Minister of Manpower, whose decision shall be final.

(4) (a) Disbursements from the Fund in respect of benefits shall cease whenever the amount standing to the credit of the Fund falls below R100 and the payment of further benefits shall not recommence until the amount to the credit of the Fund has again reached the figure of R150.

(b) During any period while payment of benefits has been suspended in terms of paragraph (a) of this subclause, the Management Committee shall cause to be numbered consecutively all valid applications for benefits received by it, in the order in which it has received them, and shall retain such applications for attention in terms of paragraph (c) of this subclause.

(c) Whenever payment of benefits has been resumed after such period of suspension of benefits as set out in paragraph (a) of this subclause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (b) of this subclause.

(5) A copy of the constitution and any amendments thereof shall be lodged with the Director-General: Manpower.

(6) (a) A public accountant to be appointed by the Council shall audit the accounts of the Fund annually and not later than August each year prepare a statement showing—

(i) all moneys received;

(ii) expenditure incurred under all headings during the period ended 30 June preceding, together with a balance sheet showing the assets and liabilities of the Fund. The audited statements and balance sheets shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Director-General: Manpower, in three months after the close of the period covered by it.

(b) The funds of the Sick Benefit Fund surplus to requirements for the expenses shall not be invested otherwise than in—

(i) National or local government stock;

(ii) National Savings Certificates;

(iii) Post Office Savings accounts or certificates;

(iv) Savings accounts, permanent shares or fixed deposits in building societies.

(7) In the event of the expiration of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Committee until the Fund be liquidated or be continued by a subsequent agreement: Provided that the Fund shall be liquidated, in the manner of winding up the Fund prescribed in subclause (8), unless an agreement providing for its continuation is entered into within a period of 12 months from the expiration of this Agreement.

(8) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and provide benefits from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted. The members of the Committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of Committee and who shall possess all the powers of the Committee for such purposes.

(9) Upon liquidation or dissolution of the Fund in terms of subclause (7) or (8) of this clause, the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration, liquidation or dissolution expenses which shall be a first charge against the Fund, shall be paid into the general funds of the Council, and if the affairs of the Council have already been wound up and the assets distributed, such balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) (a) Die Fonds moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad uit sy lede aangestel word, en moet bestaan uit minstens drie en hoogstens vyf verteenwoordigers elk van die vakverenigings en die werkgewersorganisasie: Met dien verstande dat 'n gelyke getal werknemers en werkgewers aangestel moet word om die vakverenigings en die werkgewersorganisasie te verteenwoordig. Die Bestuurskomitee moet die Fonds administreer ooreenkomstig sy konstitusie, wat van tyd tot tyd gewysig mag word: Met dien verstande dat sodanige konstitusie en wysiging(s) daarvan aan die goedkeuring van die Raad onderworpe is.

(b) Indien daar te eniger tyd 'n geskil ontstaan aangaande die bepalings van die konstitusie of oor die administrasie van die Fonds, waaroor lede van genoemde Komitee gelykop verdeel is, en geen ooreenkoms bereik word nie, moet so 'n geskil verwys word na 'n arbiter, oor wie hulle ooreengekom het of wat, ingeval hulle nie kan ooreenkom nie, deur die Minister van Mannekrag benoem moet word, en dié arbiter se beslissing is bindend.

(4) (a) Uitbetalings uit die Fonds ten opsigte van bystand hou op sodra die bedrag in die krediet van die fonds tot minder as R100 daal en betaling van verdere bystand mag nie hervat word nie totdat die bedrag in die krediet van die fonds weer R150 bereik het.

(b) Gedurende 'n tydperk waarin betaling van bystand ooreenkomstig paragraaf (a) van hierdie subklousule opgeskort is, moet die Bestuurskomitee alle geldige aansoeke om bystand wat hy ontvang het, agtereenvolgens laat nommer in die volgorde waarin hy hulle ontvang het en moet hy sodanige aansoek hou om ingevolge paragraaf (c) van hierdie subklousule aandaag daaraan te skenk.

(c) Wanneer betaling van bystand hervat word na sodanige tydperk van opskorting van bystand soos in paragraaf (a) van hierdie subklousule uiteengesit, moet voorkeur van betaling van eise gegee word aan dié geldige aansoeke wat gedurende genoemde tydperk ontvang is, en genoemde aansoeke behandel/betaal word in die nommerorde waarin hulle ontvang is soos in paragraaf (b) van hierdie subklousule gemeld word.

(5) 'n Kopie van die konstitusie en alle wysigings daarvan moet by die Direkteur-generaal: Mannekrag, ingedien word.

(6) (a) 'n Openbare rekenmeester deur die Raad aangestel, moet die rekeninge van die Fonds jaarliks ouditeer en nie later nie as Augustus elke jaar 'n staat opstel wat onderstaande aantoon:

(i) Alle geld ontvang;

(ii) uitgawes aangegaan onder alle hoofde gedurende die tydperk geëindig die voorafgaande 30 Junie, tesame met 'n balansstaat wat die bates en laste van die Fonds aangee. Die geouditeerde state en balansstate moet daarna ter insae lê op die kantoor van die Raad, en kopieë daarvan moet binne drie maande na afsluiting van die tydperk waaroor dit gaan, aan die Direkteur-generaal: Mannekrag, gestuur word.

(b) Die fondse van die Siektebystandsfonds wat meer is as wat vir uitgawes nodig is moet slegs die volgende belê word:

(i) Staatseffekte of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Posspaarbankrekeninge of -sertifikate;

(iv) Spaarrekeninge, permanente aandele of vaste beleggings in bouverenigings.

(7) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat die Fonds gelikwider of by 'n latere ooreenkoms voortgesit word: Met dien verstande dat die Fonds gelikwider moet word volgens die wyse van beëindiging van die Fonds wat in subklousule (8) voorgeskryf word tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van 12 maande na verstryking van hierdie Ooreenkoms aangegaan word.

(8) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee wat dan bestaan, behoudens die goedkeuring van die Nywerheidsregistrator ooreenkomstig die eerste voorbehoedsbepaling van artikel 34 (2) van die Wet, voortgaan om die Fonds te administreer en bystand te verskaf uit die geld wat op sodanige datum in die krediet van die Fonds staan tot tyd en wyl sodanige geld uitgeput is. Die lede van die komitee wat op daardie datum bestaan, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal werkgewer- en werknemerverteenwoordigers in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die komitee.

(9) By likwidasie of ontbinding van die Fonds ingevolge subklousule (7) of (8) van hierdie klousule, moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds betaal is, met inbegrip van administrasie-, likwidasie- of ontbindingskoste wat die Fonds in die eerste instansie ten laste gelê moet word, in die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds bereedder en die bates verdeel is, moet sodanige saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(10) For the purpose of this clause, employees shall be deemed to include any contributors to the Fund on the date of the coming into operation of this Agreement, or who may become contributors during the operation thereof: Provided that they are members of the trade unions.

19. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employers' organisation shall employ an employee who is not a member of any of the trade unions and no employee who is a member of any of the trade unions shall work for an employer who is not a member of the employers' organisation.

(2) The provisions of this clause shall not apply to—

- (a) an employer or an employee to whom, in the opinion of the Council, membership of a party to the Agreement has been unreasonably refused by such party;
- (b) an immigrant during the first year after the date of his entry into the Republic of South Africa, in respect of his first three months of employment in the Tobacco Industry;
- (c) any employee who, in the opinion of the Council has good cause for objecting to becoming or remaining a member of any of the trade unions.

20. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any official of any of the trade unions duly authorised by such trade union 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.

(2) In order to facilitate employee representatives of the respective Union's to attend conferences and/or training sessions no more than two employees, at any one time, will be released on full pay and in the aggregate of 20 days per year.

21. AGENTS

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

22. CERTIFICATES OF SERVICE AND ENGAGEMENT FORMS

(1) Every employer shall issue a certificate of service free of charge to every employee including casual employees on leaving the employer's service. The certificate shall be in the form of Annexure A to this Agreement, and shall be numbered consecutively, signed by the employer or his representative and a copy retained by the employer.

(2) A further 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, together with the employee's copy in cases of death or desertion of the employee or other cause rendering it impossible to hand such copy to the employee.

(3) (a) An employer, when engaging an applicant for work, including casual employees, shall complete an Engagement Form (Annexure B to this Agreement) which must be sent to the Secretary of the Council within 14 days of the engagement of the applicant, duly signed by the employer and employee.

(b) Where such applicant has had previous experience in the Industry the employer shall require the applicant to produce the certificate of service issued to him in accordance with subclause (1) of this clause, and shall enter the particulars of such certificate on the Engagement Form and the addendum thereto. Should such an applicant be unable to produce the certificate of service he shall be required to obtain a copy thereof from the Council and produce this to the employer within one week of commencing work.

(c) In the case of the engagement of an applicant who has not had previous experience in the Industry, the addendum must be so endorsed and signed by the applicant in the presence of a witness.

23. 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;

(10) Vir die toepassing van hierdie klousule, word as werknemers geag alle bydraers tot die Fonds op die datum waarop hierdie Ooreenkoms in werking tree, of diegene wat bydraers word gedurende die tydperk waar-tydens dit van krag is: Met dien verstande dat hulle lede van die vakverenigings is.

19. INDIENSNEMING VAN VAKVERENIGINGS ARBEIDSKRAGTE

(1) Geen werkgever wat lid van die werkgewersorganisasie is, mag 'n werknemer wat nie lid van een van die vakverenigings is in diens neem nie en geen werknemer wat lid van een van die vakverenigings is, mag vir 'n werkgever wat nie lid van die werkgewersorganisasie is, werk nie.

(2) Hierdie klousule is nie op ondergenoemdes van toepassing nie:

- (a) 'n Werkgever of 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van 'n party by die Ooreenkoms onredelik deur daardie party geweier is;
- (b) 'n immigrant gedurende die eerste jaar na die datum van sy binne-koms in die Republiek van Suid-Afrika, ten opsigte van die eerste drie maande van sy diens in die Tabaknywerheid;
- (c) enige werknemer wat, na die mening van die Raad, om goeie redes daarteen beswaar maak om 'n lid van een van die vakverenigings te word of te bly.

20. DIE ORGANISERING VAN WERKNEMERS

(1) Elke werkgever moet enige beaampte van een van die vakverenigings wat deur sodanige vakvereniging behoorlik daartoe gemagtig is, toelaat om van tyd tot tyd gedurende die etensuur 'n seksie van sy bedryfsinrigting, deur die werkgever voorgeskryf, te betree met die doel om vakvereniging-werksaamhede te verrig: Met dien verstande dat die werkgever minstens 24 uur kennis gegee moet word van die voorneme om die voorgeskrewe seksie van die bedryfsinrigting te besoek: Voorts met dien verstande dat 'n verteenwoordiger van die werkgever by sodanige werksaamhede teenwoordig mag wees.

(2) Voorsiening aan werknemer-vertenwoordigers van die onderskeie Unies om konferensies en/of opleidingskursusse by te woon: Nie meer dan twee werknemers op een tydstig toegelaat word teen volle betaling en in die geheel 20 dae in een jaar.

21. AGENTE

Die Raad kan een of meer bepaalde persone aanstel as agente om hom te help met die toepassing van hierdie Ooreenkoms. Dit is die plig van elke werkgever en elke werknemer om sodanige agent of agente toe te laat om dié ondersoek in te stel en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig mag wees.

22. DIENSSERTIFIKAAT EN INDIENSNEMINGVORMS

(1) Elke werkgever moet 'n dienssertifikaat kosteloos uitreik aan elke werknemer, met inbegrip van los werknemers, wanneer hy die werkgever se diens verlaat. Die sertifikaat moet in die vorm van Aanhangsel A van hierdie Ooreenkoms wees, moet agtereenvolgend genommend en deur die werkgever of sy verteenwoordiger onderteken word en 'n kopie daarvan moet deur die werkgever bewaar word.

(2) Nog 'n kopie van elke sertifikaat wat ooreenkomstig subklousule (1) uitgereik is, moet binne sewe dae aan die Sekretaris van die Raad by sy geregistreerde adres gestuur word, tesame met die werknemer se kopie in gevalle van die dood van of drostery deur die werknemer of om 'n ander rede wat dit onmoontlik maak om sodanige kopie aan die werknemer te oorhandig.

(3) (a) Wanneer 'n werkgever 'n werksoeker, met inbegrip van los werknemers, in diens neem, moet hy 'n indiensnemingsvorm (Aanhangsel B van hierdie Ooreenkoms) invul, en hy moet dit, behoorlik deur die werkgever en werknemer onderteken, binne 14 dae na die indiensneming van die werksoeker aan die Sekretaris van die Raad stuur.

(b) In gevalle waar so 'n werksoeker vorige ondervinding in die Nywerheid opgedoen het, moet die werkgever hom versoek om die dienssertifikaat voor te lê wat ooreenkomstig subklousule (1) van hierdie klousule aan hom uitgereik is, en hy moet die besonderhede op so 'n sertifikaat inskryf op die indiensnemingsvorm en die addendum daarvan. Indien die werksoeker nie in staat is om die dienssertifikaat voor te lê nie, moet hy versoek word om 'n kopie daarvan van die Raad te verkry en dit binne een week na diensaanvaarding aan die werkgever voor te lê.

(c) In die geval van die indiensneming van 'n werksoeker wat nie vorige ondervinding in die Nywerheid opgedoen het nie, moet dié feit op die addendum aangeteken en deur die werksoeker in die teenwoordigheid van 'n getuie onderteken word.

23. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week skriftelike kennis gee van sy voorneme om die dienskontrak te beëindig in die geval van 'n weekliks betaalde werknemer en een maand kennis in die geval van 'n maandeliks besoldigde werknemer, of 'n werkgever of 'n werknemer kan die dienskontrak sonder kennis beëindig deur onderskeidelik die betaling of verbeuring van minstens—

- (a) in die geval van diensopsegging van een week, die weekloon;

(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 effect—

- (i) the right of an employer to terminate a contract of employment without notice after absence without leave for a period of 5 working days or for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for not less than one week;
- (iii) the validity of any written agreement providing for a probationary period of three months in the case of monthly paid employees and of one week in the case of weekly paid employees during which probationary period the employment may be terminated upon 24 hours' notice being given by either side.

(2) When an agreement is entered into in terms of sub-paragraphs (ii) and (iii) of subclause (1), 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 be *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.

24. SAVINGS

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not apply to—

managerial, executive, professional, administrative and advertising personnel nor to travellers, traveller's drivers, certificated nursing sisters or medical staff (excluding nursing assistants), foreman, factory management staff, non-factory clerical and non-factory employees.

25. 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 Johannesburg on behalf of the parties this 24th day of April 1986.

P. MALHERBE,
Chairman of the Council.

C. DU PREEZ,
Vice-Chairman of the Council.

H. J. VAN REENEN,
Secretary of the Council.

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

- (i) Die reg van 'n werkgewer om 'n dienskontrak sonder kennisgewing te beëindig na afwesigheid van 'n werknemer sonder verlof vir 'n tydperk van 5 dae of om regsgeldige rede;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir diensopsegging van gelyke duur aan albei kante en vir minstens een week;
- (iii) die geldigheid van 'n skriftelike ooreenkoms wat vir 'n proeftydperk van drie maande voorsiening maak in die geval van maandeliks betaalde werknemers en een week in die geval van weekliks betaalde werknemers, gedurende welke proeftydperk diens van albei kante beëindig kan word na 24 uur kennisgewing.

(2) Wanneer 'n ooreenkoms ingevolge subparagrafe (ii) en (iii) van subklousule (1) aangegaan is, moet die betaling of verbeuring in die plek van diensopsegging in verhouding wees tot die kennisgewingstermyn waarvoor ooreengekom is.

(3) Die diensopsegging in subklousule (1) bedoel, mag nie saamval nie met—

- (a) jaarlikse verlof of militêre diens;
- (b) siekteverlof wat vir die toepassing van hierdie klousule, altesaam hoogstens 14 weke in kalenderjaar mag wees, waarna die werkgewer diens kan beëindig met ingang van die datum van die begin van die laaste tydperk van afwesigheid. Met dien verstande dat sodanige diensbeëindiging nie die werkgewer ontfang van aanspreeklikheid vir siekebesoldiging verskuldig ingevolge klousule 8 ten opsigte van sodanige laaste tydperk nie;
- (c) afwesigheid tydens 'n bevalling vir 'n tydperk van 14 weke: Met dien verstande dat indien die werknemer nie na haar werk terugkeer na verstryking van genoemde tydperk van 14 weke nie, paragraaf (b) *mutatis mutandis* van toepassing word: Voorts met dien verstande dat indien 'n werknemer as gevolg van 'n bevalling meer as een keer in 24 maande afwesig is haar diens beëindig kan word met ingang van die datum van die begin van die tweede tydperk van afwesigheid as gevolg van 'n bevalling.

24. VOORBEHOUDSBEPALING

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die Ooreenkoms nie van toepassing nie op—

bestuurs-professionele, administratiewe en reklamepersoneel, en ook nie op handelsreisigers, en handelreisigers se motordrywers, gediplomeerde of mediese personeel (uitgesonderd verpleeg-assistente) voor-man, fabrieksklerke en ander werknemers as fabriekswerknemers.

25. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, in die vorm voorgeskryf in die regulasies ingevolge die Wet, in sy bedryfsinrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

Namens die partye op hede die 24ste dag van April 1986 te Johannesburg onderteken.

P. MALHERBE,
Voorsitter van die Raad.

C. DU PREEZ,
Ondervoorsitter van die Raad.

H. J. VAN REENEN,
Sekretaris van die Raad.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)

212/3 York House, 57 Rissik Street, Johannesburg, 2001. Telephone 834-5787

CERTIFICATE OF SERVICE

Employee's full name N.I. No.
Formerly known as
Home address
Race Sex Date of birth Grade
Clock card No. Department since
Last occupation No.
*Weekly wage on termination R Date of leaving service
Date of entering service years months
Total experience in Tobacco Industry
Date of issue Name of factory
Employer's signature

* In case of a piece-worker, please state average earnings for ordinary time during the last three weeks worked.

ANNEXURE B**INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)**

212/3 York House, 57 Rissik Street, Johannesburg, 2001. Telephone 834-5787

ENGAGEMENT FORM

(To be completed by employer)

Employee's surname (Mr/Mrs/Miss) Race

First names Reference No.

Previously known as Date of birth

Home address Clock card No.

Name of factory Department Grade

Occupation No. per week/month Date of engagement

Commencing wage R per week/month No. of certificate of service

Total previous experience Date of issue

*Employer's signature***STATEMENT OF EXPERIENCE**

(To be completed by employee)

Previous employers in Tobacco Industry	Period employed	Occupation	Last scale of wages
.....			
.....			
.....			
.....			

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

Witness

*Employee's signature***ANNEXURE C****INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)**

212/3 York House, corner of Rissik and Kerk Streets, Johannesburg, 2001. Telephone 834-5787

SICK LEAVE RETURN

Name of firm Date

Employee's surname Race Fact. No.

First names Grade

Date of engagement Gross wage rate R per week/month

Period of absence, from to (inc.) No. of hours

Attached certificate by Dr.

Covering period from to (inc.) No. of hours

CALCULATION OF SICK LEAVE PAY

Entitlement in current cycle, or to next 30 June

Employer paid since commencement of cycle, or 1 July last

Employee still entitled to

Paid by employer in respect of above illness:

Hours @ per hour, Total R

Employer's signature

FOR SICK FUND'S USE ONLY

Time lost as above hours @ per week R

Previously paid by M.B.F. 1/3 due by M.B.F. R

Total to date Cheque No.

Chairman Secretary

AANHANGSEL A**NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSSVAAL)**

York House 212/3, Rissikstraat 57, Johannesburg, 2001. Telefoon 834-5787

DIENSSERTIFIKAAT

Werknemer se naam voluit N.I. No.

Voorheen bekend as Huisadres.....

Ras Geslag Geboortedatum.....

Klokkaart No. Graad

Laaste beroep No. Afdeling vanaf.....

*Weeklikse loon by uitdienstreding R

Datum van indienstreding Datum van diensverlating.....

Totale ondervinding in Tabaknywerheid jaar maande.

.....

..... Naam van fabriek

..... Werkgewer se handtekening

Uitreikingsdatum.....

* In die geval van 'n stukwerker, meld asseblief die gemiddelde verdienste gedurende die laaste drie weke gewerk.

AANHANGSEL B**NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSSVAAL)**

York House 212/3, Rissikstraat 57, Johannesburg, 2001. Telefoon 834-5787

INDIENSNEMINGSVORM

(Moet deur werkgewer ingevul word)

Werknemer se familienaam (Mnr./Mev./Mej.) Ras

Voorname Verwysing No.

Voorheen bekend as Geboortedatum.....

Huisadres.....

Naam van fabriek Klokkaart No.

Beroep No. Afdeling Graad

Aanvangsloon R..... per week/maand..... Datum van indiensneming

Totale vorige ondervinding No. van dienssertifikaat

.....

..... Werkgewer se handtekening

Uitreikingsdatum.....

STAAT VAN ERVARING

(Moet deur werknemer ingevul word)

Vorige werkgewers in Tabaknywerheid	Tydperk in diens	Beroep	Jongste loonskaal
.....			
.....			
.....			
.....			

Hierby verklaar ek dat bostaande verklaring na my beste wete waar en juis is.

.....

Werknemer se handtekening

Getuie.....

AANHANGSEL C**NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSSVAAL)**

York House 212/3, h/v Rissik- en Kerkstraat, Johannesburg, 2001. Telefoon 834-5787

SIEKTEVERLOFOPGAWE

Naam van firma Datum

Werknemer se familienaam..... Ras Fabr. No.

Voorname Graad

Datum van indiensneming Bruto loonskaal R..... per week/maand.

Tydperk van afwesigheid, van tot (en met) Getal ure

Aangehegte sertifikaat van dr.

Dek tydperk van tot (en met) Getal ure

BEREKENING VAN SIEKTEVERLOF BETALING

In huidige kringloop of tot volgende 30 Junie geregtig op.....
 Werkgever het sedert begin van laaste kringloop of 1 Julie laas, reeds
 betaal
 Werknemer nog geregtig op

.....
.....
.....

Deur werkgever ten opsigte van bogemelde siekte:

.....

Uur @ per uur, Totaal R

Werkgever se handtekening.....

SLEGS VIR GEBRUIK DEUR SIEKTEBYSTANDSFONDS

Tyd verloor soos hierbo bereken

.....
.....
.....

uur @ per week R.....

Voorheen uitbetaal deur Siektebystandsfonds

1/2 verskuldig deur Siektebystandsfonds R.....

Totaal tot op datum

Tjek No.

Voorsitter

Sekretaris.....

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

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Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die Redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

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it.

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Ons leef



daarvan.

water is kosbaar

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