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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 804.] [17 April 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

**CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cigarette and Tobacco Manufacturing Industry, Bloemfontein, shall be binding from the second Monday after the date of publication of this notice and for the period ending 29th June, 1955, upon the employer and employees which entered into the said Agreement;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 2 to 15 (inclusive) and 17 to 20 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending 29th June, 1955, upon the other employers and employees engaged or employed in the said Industry in the Municipal Area of Bloemfontein; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Municipal Area of Bloemfontein and from the second Monday after the date of publication of this notice, and for the period ending 29th June, 1955, the provisions contained in clauses 2 to 15 (inclusive) and 17 to 20 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 804.] [17 April 1953.
NYWERHEID-VERSOENINGSWET, 1937.

**SIGARET- EN TABAKNYWERHEID, BLOEM-
FONTEIN.**

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Sigaret- en Tabaknywerheid, Bloemfontein, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op 29 Junie 1955 eindig, bindend is vir die werkgever en werknemer wat genoemde Ooreenkoms aangegaan het;
- (b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 15 en 17 tot en met 20 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op 29 Junie 1955 eindig, bindend is vir die ander werkgevers en werknemers betrokke by of in diens van genoemde nywerheid in die munisipale gebied van Bloemfontein; en
- (c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 2 tot en met 15 en 17 tot en met 20 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat op 29 Junie 1955 eindig, in die munisipale gebied van Bloemfontein *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD FOR THE TOBACCO MANUFACTURING INDUSTRY, BLOEMFONTEIN.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between

Messrs. United Tobacco Companies (South) Limited (hereinafter referred to as the employer) of the one part, and

Messrs. P. L. Steinman.	Mesdames J. Lombard.
W. N. Venter.	S. C. M. Vorster.
H. F. Coetzee.	Misses J. Potgieter.
I. J. S. Kruger.	A. Holder.
J. D. Hendriks.	J. D. Gouws.
B. Saaiman.	A. O'Connell.
J. Bothma.	E. Gunter.
W. J. Kruger.	M. Eloff.
J. H. Venter.	A. Tait.
S. v. Wyk.	M. A. Naudé.
C. M. Brink.	W. M. O'Connell.
R. S. Pretorius.	S. M. Steyn.
S. W. Vorster.	H. J. Coetzee.
Mesdames C. Watson.	F. J. C. Posthumus.
J. Bekker.	A. Griesel.
P. Wepener.	H. v. d. Linde.
E. M. Blignaut.	M. H. Viljoen.
M. Saaiman.	M. L. van Wyk.
F. J. C. Botha.	A. Barnard.
M. Smit.	H. Coetzee.
A. v. Jaarsveld.	H. A. v. d. Walt.

(hereinafter referred to as "the employees"), of the other part, being the parties to the Conciliation Board.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal area of Bloemfontein by Messrs. United Tobacco Companies (South) Ltd., and their employees who are parties to this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister and shall remain in force until the 29th June, 1955; provided that if during the period of this Agreement a New Wage Determination which supercedes Wage Determination 92 of 1942 is published with any rate or rates of pay applicable to the municipal area of Bloemfontein in excess of the rates of pay stated in sub-section 1 of section 4 of this Agreement such higher rate or rates shall apply to this Agreement from the date when the new determination comes into force and until the termination of this Agreement.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"artisan" means a skilled fitter and turner, electrician or carpenter who has served and completed the recognised period and conditions of apprenticeship in his trade, or who has become skilled in some other manner in such trade;

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

"assistant forewoman" means a female employee who assists a forewoman in the performance of her duties and who may act for her in her absence;

"boiler attendant" means an employee engaged in firing a boiler and maintaining the water level and steam pressure;

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

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

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

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

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

"establishment" means any premises registrable under the Factories, Machinery and Building Works Act 1941, as amended from time to time, and 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 as selling or distribution depots for manufacturing goods;

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAAD VIR DIE TABAKNYWERHEID, BLOEMFONTEIN.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit tussen „Messrs. United Tobacco Companies (South) Limited”, (hierna „die werkgever” genoem) aan die een kant, en

Mnre. P. L. Steinman.	Mevv. J. Lombard.
W. N. Venter.	S. C. M. Vorster.
H. F. Coetzee.	Mejj. J. Potgieter.
I. J. S. Kruger.	A. Holder.
J. D. Hendriks.	J. D. Gouws.
B. Saaiman.	A. O'Connell.
J. Bothma.	E. Gunter.
W. J. Kruger.	M. Eloff.
J. H. Venter.	A. Tait.
S. v. Wyk.	M. A. Naudé.
C. M. Brink.	W. M. O'Connell.
R. S. Pretorius.	S. M. Steyn.
S. W. Vorster.	H. J. Coetzee.
Mevv. C. Watson.	F. J. C. Posthumus.
J. Bekker.	A. Griesel.
P. Wepener.	H. v. d. Linde.
E. M. Blignaut.	M. H. Viljoen.
M. Saaiman.	M. L. van Wyk.
F. J. C. Botha.	A. Barnard.
M. Smit.	H. Coetzee.
A. v. Jaarsveld.	H. A. v. d. Walt.

(hierna „die werknemers” genoem) aan die ander kant, wat die partye is by die versoeningsraad.

1. GEBIED EN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet nagekom word in die munisipaliteitsgebied Bloemfontein deur Messrs. United Tobacco Companies (South) Ltd., en hul werknemers wat partye is by hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister vasstel en bly van krag tot 29 Junie 1955, met dien verstande dat, indien daar in die geldigheidsduur van hierdie Ooreenkoms 'n nuwe loonvaststelling in plaas van Loonvaststelling 92 van 1942 gepubliseer word wat hoër lone vir die munisipaliteitsgebied Bloemfontein voorskryf as subklousule (1) van klousule 4 van hierdie Ooreenkoms, die hoër lone van die inwerkingtreding van die nuwe vasstelling tot verstryking van hierdie Ooreenkoms van toepassing is.

3. WOORDBEPALINGS.

Tensy die teendeel blykbaar bedoel word, het uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf word, dieselfde betekenis as in die Wet en tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„ambagsman”, 'n geskoolde passer en draaier, elektrisier of timmerman wat die erkende leertyd en -voorwaardes van sy ambag voltooi en nagekom of hom op 'n ander manier daarvoor bekwaam het;

„assistant-voorrout”, 'n vroulike werknemer wat 'n voorvrout help by die verrigting van sy taak en in sy afwesigheid vir hom kan waarneem;

„assistant-voorrout”, 'n vroulike werknemer wat 'n voorvrout help by die verrigting van haar taak en in haar afwesigheid vir haar kan waarneem;

„ketelbediener”, 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;

„los werknemer”, 'n werknemer wat hoogstens vier dae in 'n week by dieselfde werkgever in diens is;

„onderbaas”, 'n werknemer wat onder toesig van 'n voorman, voorvrout, assistent-voorman, assistent-voorrout, versendingsklerk of magasynmeester in beheer is oor graad II- en/of graad III-werknemers en/of arbeiders;

„versendingsklerk”, 'n werknemer wat fabrieksklerklike werk verrig en wat eerstens verantwoordelik is vir die verpakking en/of nasien van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymeekmaak van die goedere, die natel van die pakkette en die merk en adresseer daarvan;

„versendingsklerk, gekwalifiseer”, 'n versendingsklerk met minstens vyf jaar ervaring;

„versendingsklerk, ongekwalifiseer”, 'n versendingsklerk met minder as vyf jaar ervaring;

„inrigting”, 'n perseel wat geregistreer moet word kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, 'n perseel waarin goedere of materiaal gebere word vir vervaardiging of verpakking, en kantore wat regstreks met fabriekskontrolle te doen het, maar nie persele (of gedeeltes van persele) wat as ander kantore of as verkoop- of verspreidingsdépôts vir vervaardigde goedere gebruik word nie;

"examiner" means an employee who, under the supervision of a foreman, forewoman, assistant foreman, assistant forewoman or supervisor, examines the work performed by grade I, 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 his/her duties;

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

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

"experience" means—

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

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

(c) in relation to a grade II employee, the total period or periods during which an employee has worked in the industry as a grade II employee;

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

provided that when an employee in grade II or grade III is transferred to a higher grade, the total period or periods he has worked in grade II and/or grade III shall count as experience in the grade to which he is transferred six months after the date of such transfer;

"factory clerical employee" means a male or female 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 not less than five years' experience;

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

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

"foreman" means a male or female 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;

"forewoman" means a female employee who assists a foreman in the performance of his/her duties, and who may act for him/her during his/her absence;

"grade I employee" means an employee employed in or in connection with the manufacture of cigarettes or cut tobacco in one or more of the following operations:—

- (1) Operating a cigarette making machine;
- (2) operating a filter plug making machine;
- (3) operating a filter tip assembling machine;
- (4) operating a power-driven guillotine machine for cutting paper or board;
- (5) operating a power-driven leaf conditioning machine;
- (6) operating a rotary scoring and cutting machine;
- (7) operating a tobacco drying machine (including a cooling machine);
- (8) operating a vacuum process conditioning plant;
- (9) checking and recording receipts and/or issues of excise stamps;
- (10) cooking meals;
- (11) weighing and recording moisture tests;
- (12) weighing and recording weights of loose cigarettes for the purpose of checking specified formula weights;

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

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

"grade II employee" means an employee employed in or in connection with the manufacture of cigarettes or cut tobacco in one or more of the following operations:—

- (1) Operating an automatic soldering machine;
- (2) operating a box banding machine;
- (3) operating a box body making machine and/or shoulder inserting machine;
- (4) operating a box lid making machine and/or body and lid assembling machine;
- (5) operating a box shoulder cutting machine;
- (6) operating a box shoulder pressing machine;
- (7) operating a box slitting machine;
- (8) operating a casing machine;
- (9) operating a cigarette packing machine;
- (10) operating an excise-stamping machine;
- (11) operating a gang slitting machine (tin);
- (12) operating a hydraulic tobacco press;

"ondersoeker", 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, of opsigter die werk wat verrig is deur graad I-, graad II-, en graad III-werknemers en/of arbeiders ondersoek vir foute of gebreke, wat verantwoordelik is vir die kwaliteit en juistheid van die verrigte werk en wat werk kan verdeel en aantekening kan hou van sy/haar werk;

"ondersoeker, gekwalifiseer," 'n ondersoeker met minstens twaalf maande ervaring;

"ondersoeker, ongekwalifiseer," 'n ondersoeker met minder as twaalf maande ervaring;

"ervaring" —

(a) met betrekking tot 'n ondersoeker, afdelingswerktuigkundige, fabrieksklerk, versendingsklerk, ontvangklerek of magasynmeester, die totale tydperk of tydperke diens as sodanig in die nywerheid;

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

(c) met betrekking tot 'n graad II-werknemer, die totale tydperk of tydperke wat 'n werknemer as graad II-werknemer in die nywerheid gewerk het;

(d) met betrekking tot 'n graad III-werknemer, die totale tydperk of tydperke wat 'n werknemer as graad III-werknemer in die nywerheid gewerk het;

met dien verstande dat wanneer 'n graad II- of graad III-werknemer na 'n hoër graad bevorder word, die totale tydperk of tydperke wat hy as graad II- en/of graad III-werknemer gewerk het, ses maande na die datum waarop hy bevorder is, meegerekend moet word as ervaring in die graad waarna hy bevorder is;

"fabrieksklerk", 'n manlike of vroulike werknemer, nie elders gespesifiseer nie, wat skriftelik, met die hand of tikmasjien, in 'n inrigting bestellings doen, nasien, berekenings maak, aantekeninge hou van werk wat verrig is en/of die daarby-behorende korrespondensie voer, en wat kontant kan invorder en hanteer;

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

"fabrieksklerklike werknemer, ongekwalifiseer," 'n fabrieksklerk met minder as vyf jaar ervaring;

"fabrieksbode", 'n werknemer wat mondelinge, skriftelik, of telefoniese boodskappe binne 'n inrigting ontvang en/of aflewer en wat skriftelike aantekening van die boodskappe kan hou;

"voorman", 'n manlike of vroulike werknemer wat in beheer is oor die werknemers in 'n inrigting of afdeling daarvan, wat kontrole en gesag oor daardie werknemers uitoefen, wat verantwoordelik is vir die doeltreffende verrigting van hul werk en wat die reg het om, onderworpe aan bevestiging deur die werkgewer, werknemers in diens te neem of te ontslaan;

"voorvrou", 'n vroulike werknemer wat 'n voorman help by die verrigting van sy/haar taak en wat vir hom/haar in sy/haar afwesigheid kan waarneem;

"graad I-werknemer", 'n werknemer wat in verband met die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) Sigaretvervaardigingsmasjien bedien;
- (2) 'n filterpropvervaardigingsmasjien bedien;
- (3) 'n filtermondstukvervaardigingsmasjien bedien;
- (4) 'n kraggedrewe guillotinemasjien vir sny van papier of bord bedien;
- (5) 'n kragaangedrewe blaaraanklammasjien bedien;
- (6) 'n rotasiekerf- en snymasjien bedien;
- (7) 'n tabakdroogmasjien (met inbegrip van 'n koelmasjien) bedien;
- (8) 'n vakuumaanklaminstallasie bedien;
- (9) kwitansies en/of uitreiking van aksynseëls natel en aanteken;
- (10) kos kook;
- (11) weeg en aanteken van voggehaltetoetse;
- (12) los sigarette weeg en die gewigte aanteken vir die nagaan van gespesifiseerde formulegewigte;

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

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

"graad II-werknemer", 'n werknemer wat in verband met die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) 'n Outomatiese soldeermasjien bedien;
- (2) 'n masjien vir omslaan van bande om dose bedien;
- (3) 'n masjien vir die maak van middelstukke en/of 'n masjien vir die insit van skouerstukke bedien;
- (4) 'n masjien vir die maak van dosiedeksels en/of 'n masjien vir die inmeekaarsit van die middelstuk en deksel bedien;
- (5) 'n masjien vir die sny van skouerstukke bedien;
- (6) 'n masjien vir die pers van skouerstukke bedien;
- (7) 'n masjien vir die maak van gleuwe in dosies bedien;
- (8) 'n bekledingsmasjien bedien;
- (9) 'n sigaretverpakkingsmasjien bedien;
- (10) 'n aksynseëlmasjien bedien;
- (11) 'n masjien vir die maak van gleuwe (blik) bedien;
- (12) 'n hidroliese tabakpers bedien;

- (13) operating a leaf stripping or stemming machine;
- (14) operating a machine for making shoulderless cigarettes boxes;
- (15) operating a power-driven lift;
- (16) operating a power-driven paper or board cutting and rewinding machine;
- (17) operating a power-driven saw;
- (18) operating a printing and labelling machine;
- (19) operating a roasting and drying machine;
- (20) operating a scrap cleaning machine;
- (21) operating a stamping machine (tin);
- (22) operating a side or double seaming machine (tin);
- (23) operating a tin cutting (guillotine) machine;
- (24) operating a tobacco cutting machine;
- (25) operating a tobacco packing machine;
- (26) operating a transparent wrapping machine;
- (27) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (28) knife grinding;
- (29) making paste;
- (30) oiling and greasing machines and motor vehicles;
- (31) packing cigarettes into boxes or tins by hand;
- (32) seamstress;
- (33) soldering by hand;
- (34) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug making machines;
- (35) supervising the steaming of tobacco;

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

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

"grade III employee" means an employee employed in or in connection with the manufacture of cigarettes, or cut tobacco in one or more of the following operations;

- (1) operating a box shoulder glueing machine;
- (2) operating a butting machine;
- (3) operating a cigarette ripping machine;
- (4) operating a code dating machine;
- (5) operating a corner cutting machine;
- (6) operating a corner staying machine;
- (7) operating a crimping machine (tin);
- (8) operating a hand operated guillotine for cutting paper or board;
- (9) operating a hand ratchet tobacco press;
- (10) operating a hull refolding machine;
- (11) operating a machine for fixing cutters in lids (tins);
- (12) operating a machine for recessing for cutters (tin);
- (13) operating a power-driven gumming machine;
- (14) operating a rolling or body forming machine (tin);
- (15) operating a stem rolling machine;
- (16) operating a tin heating machine;
- (17) fixing excise stamps by hand;
- (18) applying flavour, casing or colouring material to tobacco by hand;
- (19) assembling shooks or making wooden boxes, cases or crates by hand;
- (20) assistants on delivery vans or vehicles;
- (21) boilerman's trimmer;
- (22) drying tobacco on steam or gas pans;
- (23) factory messenger;
- (24) feeding, catching, sorting and taking off from machines in grade I not elsewhere specified, and machines in grades II and III;
- (25) feeding cigarette making and filter tip assembling machines;
- (26) inserting shoulders into new cigarette boxes by hand;
- (27) making bags, packets or pouches by hand;
- (28) making up and inserting inner paper linings for bulk containers of tobacco;
- (29) mixing leaf tobacco into blends by hand;
- (30) packing foil bundles of cigarettes into cartons by hand;
- (31) packing and/or stencilling containers used for the executing of orders for manufactured goods;
- (32) packing tobacco by hand into bags, packets, pouches or tins up to and including 16 oz;
- (33) preparing and/or serving food and/or beverages other than cooking meals;
- (34) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;
- (35) stemming or stripping tobacco leaves by hand;
- (36) straight laying tobacco leaves from tangled form;
- (37) testing tins after being soldered;
- (38) transparent wrapping by hand;
- (39) tubing board for box shoulders;
- (40) watchers on cigarette packing machines;
- (41) weighing and recording weights—not elsewhere specified;
- (42) wrapping packed cigarettes or tobacco into outers by hand;

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

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

- (13) 'n bladstroop- of ontstingelmasjiën bedien;
- (14) 'n masjiën vir die maak van sigaretdosies sonder skouerstukke bedien;
- (15) 'n kragaangedrewe hyser bedien;
- (16) 'n kragaangedrewe papiersny- of bordsny- en weeropwenmasjiën bedien;
- (17) 'n kragaangedrewe saag bedien;
- (18) 'n druk- en etiketteermasjiën bedien;
- (19) 'n rooster- en droogmasjiën bedien;
- (20) 'n afvalskoonmaakmasjiën bedien;
- (21) 'n stempelmasjiën (blik) bedien;
- (22) 'n kant- of dubbelnatemasjiën (blik) bedien;
- (23) 'n blikguillotinemasjiën bedien;
- (24) 'n tabaksnymasjiën bedien;
- (25) 'n tabakverpakkingsmasjiën bedien;
- (26) 'n masjiën vir die omsit van deurskynende omhulsels bedien;
- (27) help by en aantekening hou van die ontvang en/of uitreiking van materiale en/of vervaardigde goedere;
- (28) messe slyp;
- (29) pasta maak;
- (30) masjiene en motorvoertuie olie en smeer;
- (31) sigarette met die hand in dosies of blikkies verpak;
- (32) naaister;
- (33) soldeer met die hand;
- (34) sorteer, opvang en afneem van sigaretvervaardigings-, filtermondstuk- en filterpropvervaardigingsmasjiene;
- (35) toesig hou oor die stoom van tabak;

„graad II-werknemer, gekwalifiseer,” 'n graad II-werknemer met minstens twee jaar ervaring;

„graad II-werknemer, ongekwalifiseer,” 'n graad II-werknemer met minder as twee jaar ervaring;

„graad III-werknemer,” 'n werknemer wat in verband met die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) 'n Skouerstukvasplakmasjiën bedien;
- (2) 'n entmasjiën bedien;
- (3) 'n sigaretbreekmasjiën bedien;
- (4) 'n kode- en datummasjiën bedien;
- (5) 'n hoeksnymasjiën bedien;
- (6) 'n hoekverstyversmasjiën bedien;
- (7) 'n riffelmasjiën (blik) bedien;
- (8) 'n handaangedrewe guillotinemasjiën vir die sny van papier en bord bedien;
- (9) 'n handaangedrewe tandskyftabakpers bedien;
- (10) 'n omhulselhervouingsmasjiën bedien;
- (11) 'n masjiën vir die vassit van lemme in deksels (blik) bedien;
- (12) 'n masjiën vir kepe vir lemme (blik) bedien;
- (13) 'n kragaangedrewe plakmasjiën bedien;
- (14) 'n masjiën vir die maak van rolle of middelstukke (blik) bedien;
- (15) 'n stingelrolmasjiën bedien;
- (16) 'n blikverhittingsmasjiën bedien;
- (17) aksynseëls met die hand opplak;
- (18) geur-, bekleding- of kleurmateriaal met die hand aan tabak aanbring;
- (19) houtkissies, kiste of kratte met die hand uit duie vervaardig;
- (20) helpers op afleweringswaens of voertuie;
- (21) stoomketeltremmer;
- (22) tabak droog op stoom- of gaspanne;
- (23) fabrieksbode;
- (24) voer aan, opvang, sorteer en afneem van masjiene in graad I wat nie elders gespesifiseer is nie en masjiene in graad II en III;
- (25) voer aan sigaretvervaardigings- en mondstukvervaardigingsmasjiene;
- (26) met die hand skouerstukke in nuwe sigaretdosies insit;
- (27) sakke, pakkies of tabaksakke met die hand maak;
- (28) voorberei en insit van papierbekleding vir grootmaat-tabakhouers;
- (29) bladtak met die hand in die regte verhouding vermeng;
- (30) met die hand in silwerpapier verpakte sigarette in kartondose verpak;
- (31) houe wat vir die uitvoering van bestellings vir vervaardigde goedere gebruik word, verpak en/of sjabloner;
- (32) tabak met die hand in sakke, pakkies, tabaksakkies of blikkies verpak, tot en met 16 ons;
- (33) berei en/of opdien van kos en/of drankie, maar nie kos kook nie;
- (34) beskadigde sigaretdosies met die hand herstel en maak (maar nie skoonmaak nie);
- (35) tabakblare met die hand ontstingel of afstroop;
- (36) verkreukelde tabakblare reguit lê;
- (37) blikkies toets na hulle gesoldeer is;
- (38) deurskynende omhulsels met die hand omsit;
- (39) bord vir skouerstukke in pype maak;
- (40) dophouers van sigaretverpakkingsmasjiene;
- (41) afweeg en aantekening hou van gewigte—nie elders gespesifiseer nie;
- (42) met die hand verpakte sigarette of tabak in buiteverpakking indraai;

„graad III-werknemer, gekwalifiseer,” 'n graad III-werknemer met minstens twee jaar ervaring;

„graad III-werknemer, ongekwalifiseer,” 'n graad III-werknemer met minder as twee jaar ervaring;

"labourer" means an employee employed in or in connection with the manufacture of cigarettes or cut tobacco in one or more of the following operations:—

- (1) Brushing or finishing slides or wedges;
- (2) catching, weighing and/or bundling slides or wedges;
- (3) cleaning damaged cigarette boxes by hand;
- (4) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (5) cleaning tobacco or leaf by hand;
- (6) cutting paper from reels by hand;
- (7) damping tobacco or dipping it into liquid;
- (8) gardening;
- (9) inserting cards and/or wedges by hand;
- (10) labelling by hand;
- (11) lining up and/or opening up cigarette boxes or hulls for packing machines, by hand;
- (12) loading or unloading;
- (13) moving, carrying, or stacking articles;
- (14) oiling and/or greasing not elsewhere specified;
- (15) opening or closing boxes or bales, packages or other containers;
- (16) packing cigarettes into war emergency packings and operations incidental thereto;
- (17) packing into open and standardised containers, not elsewhere specified;
- (18) packing tobacco in bulk, over 16 oz. up to and including 10 lb.;
- (19) packing tobacco in bulk (over 10 lb.);
- (20) picking out stems;
- (21) placing lids or taggers on to empty or filled box bodies or tins by hand;
- (22) placing tin; bag or packet on funnel;
- (23) pricking tins preparatory to soldering;
- (24) pushing or pulling a manually-propelled vehicle;
- (25) removing tie leaves by hand;
- (26) rubber stamping;
- (27) sealing containers;
- (28) separating and straightening tobacco leaves on conveyor band or table;
- (29) sorting cigarette cards;
- (30) sorting waste cigarettes or cigarette packets or boxes or wrapping material;
- (31) stencilling—not elsewhere specified;
- (32) stirring flavouring or casing or colouring materials and/or ingredients, other than compounding;
- (33) taking off and/or packing tobacco leaves from conveyor belt or table;
- (34) turning over (drying) tobacco by hand;

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

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purpose 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;

"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;

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

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

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

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

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

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

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

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

"arbeider", 'n werknemer wat in verband met die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) plaatjies of wie met die hand borsel of afwerk;
- (2) plaatjies of wie met die hand opvang, weeg en/of bondel;
- (3) beskadigde sigarettdosies met die hand skoonmaak;
- (4) persele, installasie, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (5) tabakblare met die hand skoonmaak;
- (6) papier met die hand van rolle afsny;
- (7) tabak vogtig maak, of in vloeistof indompel;
- (8) tuinmaak;
- (9) kaartjies en/of wie met die hand insit;
- (10) met die hand etiketteer;
- (11) opstel en/of oopmaak van sigarettdosies of omhulsels vir verpakkingsmasjiene—met die hand;
- (12) laai of aflaai;
- (13) goedere verplaas, dra of stapel;
- (14) olie en/of smeër, nie elders genoem nie;
- (15) kiste of bale, pakkette of ander houers oopmaak of toemaak;
- (16) sigarette verpak in oorlogsverpakking en daarbybehoorende werksaamhede;
- (17) in oop en gestandaardiseerde houers verpak, nie elders gespesifiseer nie;
- (18) tabak in grootmaat, oor 16 onse tot en met 10 pd., verpak;
- (19) tabak in grootmaat verpak (oor 10 pd.);
- (20) stingels uitsoek;
- (21) deksele of metaletikette op leë of gevulde middelstukke of blikkies plaas, met die hand;
- (22) blikkie, sakkie of pakkie op pyp plaas;
- (23) gaatjie in blikkie prik voordat dit gesoldeer word;
- (24) 'n handvoertuig stoot of trek;
- (25) bindblare met die hand verwyder;
- (26) rubberstempels gebruik;
- (27) houers verseël;
- (28) tabakblare op vervoerbande of tafel van mekaar skei en reguit lê;
- (29) sigaretkaatjies sorteer;
- (30) afvalsigarette, -sigaretpakkies, -dosies of toedraaimateriaal sorteer;
- (31) sjabloneer—nie elders gespesifiseer nie;
- (32) roer van geur-, bekledings- of kleurmateriaal en/of bestanddele, maar nie menging nie;
- (33) tabaksblare van vervoerband of tafel afneem en/of verpak;
- (34) tabak met die hand omdraai (droog).

"motorvoertuig", 'n voertuig wat ontwerp of bestem is vir voortbeweging deur ander krag as van mens of dier en wat gebruik word vir die vervoer van persone wat by 'n inrigting in diens is en/of goedere, behalwe 'n handelsreisiger se monstere en advertensiemateriaal;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing hiervan sluit "n motorvoertuig bestuur" alle tyd in wat deur die bestuurder bestee word aan ander werk in verband met die voertuig of die vraag en al die tydperke wat hy gereed moet wees om te bestuur;

"n masjien bedien", die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stop van 'n masjien (maar met uitsluiting van ander lede van 'n masjienbemanning wat die masjien kan stop) en sluit in die uitvoer van klein lopende verstellings aan 'n masjien en dophou en nasien van die kwaliteit van die werk wat deur die masjien verrig word;

"stukwerk", 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer is op die hoeveelheid verrigte werk;

"ontvangklerk", 'n fabrieksklerk wat hoofsaaklik verantwoordelik is vir die ontvang, nasien, aantekening hou en/of verdeling van goedere of materiaal wat in 'n inrigting ontvang word;

"ontvangklerk, gekwalifiseer", 'n ontvangklerk met minstens vyf jaar ervaring;

"ontvangklerk, ongekwalifiseer", 'n ontvangklerk met minder as vyf jaar ervaring;

"afdelingswerktuigkundige", 'n werknemer behalwe 'n vakman wat in beheer is oor 'n groep masjiene en verantwoordelik is vir hul doeltreffende werking, en wat kleinere verstellings en/of herstellings daaraan kan uitvoer;

"afdelingswerktuigkundige, gekwalifiseer", 'n afdelingswerktuigkundige met minstens vyf jaar ervaring;

"afdelingswerktuigkundige, ongekwalifiseer", 'n afdelingswerktuigkundige met minder as vyf jaar ervaring;

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

"magasynmeester", 'n werknemer wat fabrieksklerklike werk verrig en in algemene beheer van voorrade of afgewerkte produkte is, en wat hoofsaaklik verantwoordelik is vir die ontvang, bêre, verpak of uitpak van goedere in 'n magasyn, of pakhuis en/of aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings van 'n inrigting, of vir versending;

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

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

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

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

"wage" means that portion of remuneration exclusive of cost of living allowance payable in money in terms of section 4 (1) or 4 (4) to an employee in respect of his ordinary hours of work.

Words importing the singular number only, shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine gender and/or vice versa, unless the context denotes otherwise.

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

4. REMUNERATION.

(1) Subject to sub-sections (2), (4) and (5) of this section, the minimum wage and cost of living allowance 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:—

	Wage per Week.	C.O.L.A. per Week.	Total per Week.
	£ s. d.	£ s. d.	£ s. d.
Foreman.....	9 0 0	2 15 6	11 15 6
Assistant foreman.....	6 10 0	2 11 0	9 1 0
Forewoman.....	6 0 0	2 7 6	8 7 6
Assistant forewoman.....	5 0 0	2 1 0	7 1 0
Supervisor.....	4 15 0	2 1 0	6 16 0
Boiler attendant.....	2 0 0	0 16 6	2 16 6
Commissionaire and/or doorman (other than opening and closing of doors only).....	4 0 0	1 14 6	5 14 6
Examiner, qualified.....	4 0 0	1 14 6	5 14 6
Examiner, unqualified—			
During first six months of expe- rience.....	3 0 0	1 4 6	4 4 6
During second six months of experience.....	3 10 0	1 9 3	4 19 3
Sectionman, qualified.....	6 15 0	2 15 6	9 10 6
Sectionman, unqualified—			
During first year of experience.....	3 0 0	1 4 6	4 4 6
During second year of expe- rience.....	3 16 0	1 14 6	5 10 6
During third year of experience.....	4 12 0	2 1 0	6 13 0
During fourth year of experience.....	5 7 6	2 4 0	7 11 6
During fifth year of experience.....	6 4 0	2 11 0	8 15 0
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, qualified.....	6 5 0	2 11 0	8 16 0
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, unqualified—			
During first year of experience.....	2 15 0	1 2 3	3 17 3
During second year of expe- rience.....	3 5 0	1 7 0	4 12 0
During third year of experience.....	4 0 0	1 14 6	5 14 6
During fourth year of experience.....	4 15 0	2 1 0	6 16 0
During fifth year of experience.....	5 10 0	2 4 0	7 14 0
Factory clerical employee, female, qualified.....	4 5 0	1 17 9	6 2 9
Factory clerical employee, female unqualified—			
During first year of experience.....	2 6 0	1 0 0	3 6 0
During second year of expe- rience.....	2 11 0	1 2 3	3 13 3
During third year of experience.....	2 17 0	1 4 6	4 1 6
During fourth year of experience.....	3 5 0	1 7 0	4 12 0
During fifth year of experience.....	3 15 0	1 12 0	5 7 0
Motor vehicle driver, car, van or lorry.....	3 12 6	1 12 0	5 4 6
Handyman.....	3 2 6	1 7 0	4 9 6
Chargehand.....	2 15 6	1 4 6	4 0 0
Watchmen and patrolmen.....	1 17 6	0 16 6	2 14 0
Grade I employee, qualified.....	3 12 6	1 12 0	5 4 6

"magasynmeester, gekwalifiseer," 'n magasynmeester met minstens vyf jaar ervaring;

"magasynmeester, ongekwalifiseer," 'n magasynmeester met minder as vyf jaar ervaring;

"opsigter", 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman of assistent-voorvrou in beheer van die werknemers van 'n afdeling van 'n inrigting is, kontrole oor daardie werknemers uitoefen en verantwoordelik is vir die doeltreffende verrigting van hul werk;

"tabaknywerheid" en "die nywerheid", die nywerheid waarin werkgever en werknemers verbonde is in 'n inrigting vir die vervaardiging of verpakking van sigarettabak en/of sigarette en/of pyptabak, met inbegrip van al die werksaamhede wat behoort by of die gevolg is van sodanige vervaardiging of verpakking, wat uitgeoefen word deur die werknemers van daardie werkgevers in of in verband met 'n inrigting;

"loon", dié gedeelte van die besoldiging, buiten die lewenskostetoelae wat kragtens klousule 4 (1) of 4 (4) in kontant aan 'n werknemer betaal moet word ten opsigte van sy gewone werkure.

Woorde wat die enkelvoud aandui, sluit meervoude in en omgekeerd; woorde wat slegs die manlike geslag aandui, sluit ook die vroulike geslag in en omgekeerd, tensy die samehang anders uitwys.

Woorde wat slegs persone aandui, sluit ook maatskappye en firmas in, tensy uitdruklik anders bepaal word.

4. BESOLDIGING.

(1) Behoudens soos bepaal in subklousules (2), (4) en (5) van hierdie klousule, is die minimum lone en lewenskostetoelae wat deur 'n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, die volgende; met dien verstande dat 'n werknemer vir klassifikasiedoeleindes beskou word as lid van die klas waarin hy uitsluitlik of hoofsaaklik in diens is:—

	Loon per week.	Lewens- koste- toelae per week.	Totaal per week.
	£ s. d.	£ s. d.	£ s. d.
Voorman.....	9 0 0	2 15 6	11 15 6
Assistent-voorman.....	6 10 0	2 11 0	9 1 0
Voorvrou.....	6 0 0	2 7 6	8 7 6
Assistent-voorvrou.....	5 0 0	2 1 0	7 1 0
Opsigter.....	4 15 0	2 1 0	6 16 0
Ketelbediener.....	2 0 0	0 16 6	2 16 6
Besteller en/of deurwag (buiten slegs vir oop- en toemaak van deure).....	4 0 0	1 14 6	5 14 6
Ondersoeker, gekwalifiseer.....	4 0 0	1 14 6	5 14 6
Ondersoeker, ongekwalifiseer—			
Gedurende eerste ses maande ervaring.....	3 0 0	1 4 6	4 4 6
Gedurende tweede ses maande ervaring.....	3 10 0	1 9 3	4 19 3
Afdelingsmasjins, gekwalifiseer... Afdelingsmasjins, ongekwalifi- seer—	6 15 0	2 15 6	9 10 6
Gedurende eerste jaar ervaring.....	3 0 0	1 4 6	4 4 6
Gedurende tweede jaar ervaring.....	3 16 0	1 14 6	5 10 6
Gedurende derde jaar ervaring.....	4 12 0	2 1 0	6 13 0
Gedurende vierde jaar ervaring.....	5 7 6	2 4 0	7 11 6
Gedurende vyfde jaar ervaring.....	6 4 0	2 11 0	8 15 0
Fabrieksklerk, versendingsklerk, ontvangklerk en magasyn- meester, manlik, gekwalifiseer... Fabrieksklerk, versendingsklerk, ontvangklerk en magasyn- meester, manlik, ongekwalifi- seer—	6 5 0	2 11 0	8 16 0
Gedurende eerste jaar ervaring.....	2 15 0	1 2 3	3 17 3
Gedurende tweede jaar ervaring.....	3 5 0	1 7 0	4 12 0
Gedurende derde jaar ervaring.....	4 0 0	1 14 6	5 14 6
Gedurende vierde jaar ervaring.....	4 15 0	2 1 0	6 16 0
Gedurende vyfde jaar ervaring.....	5 10 0	2 4 0	7 14 0
Fabrieksklerk, vroulik, gekwalifi- seer.....	4 5 0	1 17 9	6 2 9
Fabrieksklerk, vroulik, ongekwalifi- seer—			
Gedurende eerste jaar ervaring.....	2 6 0	1 0 0	3 6 0
Gedurende tweede jaar ervaring.....	2 11 0	1 2 3	3 13 3
Gedurende derde jaar ervaring.....	2 17 0	1 4 6	4 1 6
Gedurende vierde jaar ervaring.....	3 5 0	1 7 0	4 12 0
Gedurende vyfde jaar ervaring.....	3 15 0	1 12 0	5 7 0
Motorvoertuigbestuurder—motor, wa of vragmotor.....	3 12 6	1 12 0	5 4 6
Handlanger.....	3 2 6	1 7 0	4 9 6
Onderbaas.....	2 15 6	1 4 6	4 0 0
Wag en patrollieman.....	1 17 6	0 16 6	2 14 0
Graad I-werknemer, gekwalifiseer.....	3 12 6	1 12 0	5 4 6

	Wage per Week. £ s. d.	C.O.L.A. per Week. £ s. d.	Total per Week. £ s. d.
Grade I employee, unqualified—			
During first six months of experience.....	1 15 0	0 15 3	2 10 3
During second six months of experience.....	2 3 0	0 18 9	3 1 9
During third six months of experience.....	2 12 6	1 2 3	3 14 9
During fourth six months of experience.....	3 2 6	1 7 0	4 9 6
Grade II employee, qualified....	3 2 6	1 7 0	4 9 6
Grade II employee, unqualified—			
During first six months of experience.....	1 15 0	0 15 3	2 10 3
During second six months of experience.....	2 1 0	0 18 9	2 19 9
During third six months of experience.....	2 8 0	1 0 0	3 8 0
During fourth six months of experience.....	2 15 0	1 2 3	3 17 3
Grade III employee, qualified....	2 12 6	1 2 3	3 14 9
Grade III employee, unqualified—			
During first six months of experience.....	1 15 0	0 15 3	2 10 3
During second six months of experience.....	1 19 0	0 16 6	2 15 6
During third six months of experience.....	2 3 6	0 18 9	3 2 3
During fourth six months of experience.....	2 8 0	1 0 0	3 8 0
Labourer.....	1 11 0	0 15 3	2 6 3
Employees not elsewhere specified	2 12 6	1 2 3	3 14 9

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

- All employees who qualify for an increase during the period 1st January to 31st March of each calendar year shall be granted such increases on the 15th February, which falls within the period and such increases shall be applicable to the whole of the pay-week in which the 15th February falls.
- Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September, and 1st October to 31st December of each calendar year, shall accrue to employees on the 15th May, 15th August and 15th 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 Manufacturing 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 in the industry at a rate higher than the minimum provided in this section and such employee shall continue to be paid and be entitled to receive wages at a rate not lower than such higher rate as if such higher rate were the minimum in respect of that employee, provided that such employee remains with, or is re-engaged by the same employer.

(5) *Differential Wage.*—An employer who requires or permits—

- a "labourer" for any period to perform any work of another class for which a higher wage or a rising scale of wages with a higher qualified wage is prescribed in sub-section (1) of this section, shall pay to such labourer, if such higher wage be in respect of a class of employee—
 - for which a rising scale of wages is prescribed, an addition of 20 per cent of the labourer's wage;
 - for which no rising scale of wages is prescribed, the wages calculated at such higher wage; in respect of the whole day on which he performs such work;
- an employee other than a labourer to perform for longer than one hour in the aggregate on any day any work of another class for which a higher wage or a rising scale of wages with a higher qualified wage is prescribed in sub-section (1) of this section, he shall pay to such employee, if such higher wage be in respect of a class of employee—
 - for which a rising scale of wages is prescribed, an addition of 20 per cent of the wage of the lower class;
 - for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate;

	Loon per week. £ s. d.	Lewens- koste toelae per week. £ s. d.	Totaal per week. £ s. d.
Graad I-werknemer, ongekwalifiseer—			
Gedurende eerste ses maande ervaring.....	1 15 0	0 15 3	2 10 3
Gedurende tweede ses maande ervaring.....	2 3 0	0 18 9	3 1 9
Gedurende derde ses maande ervaring.....	2 12 6	1 2 3	3 14 9
Gedurende vierde ses maande ervaring.....	3 2 6	1 7 0	4 9 6
Graad II-werknemer, gekwalifiseer	3 2 6	1 7 0	4 9 6
Graad II-werknemer, ongekwalifiseer—			
Gedurende eerste ses maande ervaring.....	1 15 0	0 15 3	2 10 3
Gedurende tweede ses maande ervaring.....	2 1 0	0 18 9	2 19 9
Gedurende derde ses maande ervaring.....	2 8 0	1 0 0	3 8 0
Gedurende vierde ses maande ervaring.....	2 15 0	1 2 3	3 17 3
Graad III-werknemer, gekwalifiseer.....	2 12 6	1 2 3	3 14 9
Graad III-werknemer, ongekwalifiseer—			
Gedurende eerste ses maande ervaring.....	1 15 0	0 15 3	2 10 3
Gedurende tweede ses maande ervaring.....	1 19 0	0 16 6	2 15 6
Gedurende derde ses maande ervaring.....	2 3 6	0 18 9	3 2 3
Gedurende vierde ses maande ervaring.....	2 8 0	1 0 0	3 8 0
Arbeider.....	1 11 0	0 15 3	2 6 3
Werknemers nie elders gespesifiseer.....	2 12 6	1 2 3	3 14 9

(2) *Vasgestelde datum vir salarisverhogings.*—'n Werkgewer moet die verhogings wat aan sy werknemers gedurende elke kalenderjaar verskuldig is, op die volgende basis betaal:—

- Al die werknemers wat gedurende die tydperk 1 Januarie tot en met 31 Maart van 'n kalenderjaar vir verhoging kwalifiseer, moet die verhogings betaal word op die 15de Februarie wat binne daardie tydperk val, en die verhogings is van toepassing op die hele betaalweek waarbinne die 15de Februarie val.
- Op dieselfde manier moet 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 'n kalenderjaar verskuldig word, aan die werknemers betaal word op die 15de Mei, 15de Augustus en 15de November wat binne die betrokke tydperke val.

(3) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens moet een-vyfde van die hoogste weekloon soos voorgeskryf vir 'n werknemer in dieselfde onderafdeling van die tabaknywerheid, wat dieselfde soort werk verrig as wat van die los werknemer vereis word, betaal word.

(4) *Verlaging van loonskaal nie toegelaat nie.*—Niks in hierdie Ooreenkoms kan die loonskaal verlaag van 'n werknemer wat te eniger tyd voor of na die inwerkingtreding van hierdie Ooreenkoms lone betaal is, of kan word, teen 'n hoër skaal as die minimum wat in hierdie artikel voorgeskryf word nie, en so 'n werknemer is verder geregtig tot lone teen minstens die hoër skaal, asof die hoër skaal die minimum ten opsigte van dié werknemer is; met dien verstande dat die werknemer by dieselfde werkgewer in diens bly, of weer deur hom in diens geneem word.

(5) *Verskillende loonskaal.*—'n Werkgewer wat—

- 'n arbeider toelaat om werk te doen van 'n ander klas waarvoor 'n hoër loonskaal of 'n stygende loonskaal wat op 'n hoër gekwalifiseerde loon uitloop, in subklousule (1) van hierdie klousule voorgeskryf word, moet die arbeider, indien die hoër loon ten opsigte van 'n werknemersklas is—
 - waarvoor 'n stygende loonskaal voorgeskryf word, 20 persent van sy arbeidersloon ekstra betaal;
 - waarvoor geen stygende loonskaal voorgeskryf word nie, die hoër loon betaal ten opsigte van die hele dag waarop hy sulke werk doen;
- 'n werknemer buiten 'n arbeider verplig of toelaat om vir meer as 'n uur per dag altesaam werk van 'n ander klas te verrig waarvoor 'n hoër loon of 'n opgaande loonskaal met 'n hoër gekwalifiseerde loon in subartikel (1) van hierdie klousule voorgeskryf word, moet dié werknemer, indien die hoër loon ten opsigte van 'n klas werknemer is—
 - waarvoor 'n opgaande loonskaal voorgeskryf is, 'n ekstra 20 persent van die loon van die laer klas betaal;
 - waarvoor nie 'n opgaande loonskaal voorgeskryf is nie, die hoër loon betaal;

in respect of the whole day on which he performs such work provided that where the sole difference between classes is in terms of sub-section (1) of this section based on experience, the provisions of this sub-section shall not apply.

The provision of this sub-section shall also not apply to an assistant foreman or an assistant forewoman when acting for a foreman or a forewoman, unless he/she so acts for a continuous period of not less than three weeks at any one time when it shall apply to the period in excess of such three weeks.

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

(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 4½.

(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 4½.

(c) *Calculation of Hourly Wage.*—The hourly wage of an employee shall be calculated by dividing the weekly wage by 44.

(8) *Cost of Living Allowance.*—The cost of living allowance payable shall be that payable in accordance with War Measure No. 43 of 1942, as amended from time to time.

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

5. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Employee.*—Save as provided in section 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 if this takes place before the usual pay-day, and shall be contained in a sealed envelope showing on the outside the employer's and employee's name, the employee's factory number, occupation, classification and rate of wages, the number of ordinary and overtime hours worked, the wages paid in respect of each, the amount of bonus, adjustment, cost of living allowance or any other payment made, the total remuneration paid, and the closing date of the period in respect of which payment is made and the amount deducted for trade union fees, contribution prescribed under the Unemployment Insurance Act, No. 53 of 1946, and contributions to pensions, provident and benevolent funds; provided that where an Agreement has been entered into for a period of notice of longer than one week, remuneration 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 remuneration paid on that day shall be for work done up to and including the proceeding Wednesday.

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

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

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

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

(a) A deduction for contributions prescribed by the Unemployment Insurance Act, No. 53 of 1946, pensions and provident funds, and with the consent of the employee for benevolent, mortality and retirement funds and fees due to the National Union of Cigarette and Tobacco Workers.

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

(c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

ten opsigte van die hele dag waarop dié werk verrig word; met dien verstande dat wanneer die enigste verskil tussen klasse kragtens subklousule (1) van hierdie klousule op ervaring berus, hierdie subklousule nie van toepassing is nie.

Hierdie subklousule is ook nie van toepassing op 'n assistent-voorman of 'n assistent-voorvrou wanneer hulle vir 'n voorman of voorvrou waarneem nie, tensy hy/sy vir 'n ononderbroke tydperk van minstens drie weke waarneem, in welke geval dit op die tydperk bo drie weke van toepassing is.

(6) *Basis van Kontrak.*—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, weekliks en behoudens soos bepaal in subklousule (5) van hierdie klousule en in subklousule (7) van klousule (5), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf, betaal word, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 6 (1) of minder gewerk het.

(7) Behoudens soos andersins in hierdie Ooreenkoms bepaal, moet lone soos volg bereken word:—

(a) *Berekening van maandloon.*—Vir die berekening van die maandloon van 'n werknemer vir wie 'n weekloon voorgeskryf is, moet die weekloon met 4½ vermenigvuldig word.

(b) *Berekening van weekloon.*—Vir die berekening van die weekloon van 'n werknemer wat by die maand betaal word, moet die maandloon deur 4½ gedeel word.

(c) *Berekening van uurloon.*—Die uurloon van 'n werknemer word bereken deur die weekloon deur 44 te deel.

(8) *Lewenskostetoelae.*—Die lewenskostetoelae wat betaal moet word, is dié soos vasgestel by Oorlogsmatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

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

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, behalwe 'n los werknemer.*—Behoudens soos bepaal in klousule 7 (2), moet bedrae wat aan 'n werknemer verskuldig is weekliks, of wanneer die werkgewer en werknemer skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, en moet in 'n geslote koert wees met op die buitekant die werkgewer en werknemer se name, die werknemer se fabrieksnommer, vak, klassifisering en loonskaal, die getal gewone ure en oortydure wat gewerk is, die lone wat ten opsigte van elkeen betaal is, die bedrag van bonus, aanpassing, lewenskostetoelae of ander betalings wat gedoen word, die totale besoldiging wat betaal word, die sluitingsdatum van die tydperk waarvoor betaal word en die bedrag wat afgetrek word vir vakverenigingsgelde, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, en bydraes aan pensioen-, voorsorg- en bystandfondse; met dien verstande dat wanneer 'n ooreenkoms vir 'n langer opseggingstermyn as een week gesluit is, besoldiging aan die einde van so 'n langer termyn betaal kan word.

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

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

(4) *Premies.*—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgewer gedoen of deur hom aangeneem word nie.

(5) *Aankoop van goedere.*—'n Werkgewer kan nie van 'n werknemer vereis om van hom of van 'n winkel of persoon wat deur hom aangewys word, goedere te koop nie.

(6) *Kos en huisvesting.*—Behoudens soos by wet bepaal, kan 'n werkgewer nie van sy werknemer vereis om van hom, of van 'n persoon of by 'n plek wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

(7) *Boetes en kortings.*—'n Werkgewer kan geen boetes van sy werknemer hef of kortings van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

(a) 'n Korting vir raadsfondse, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, pensioen- en voorsorgfondse en met die toestemming van die werknemer vir bystand-, sterfte- en uitdiensredingfondse, en gelde verskuldig aan die National Union of Cigarette and Tobacco Workers.

(b) Behoudens soos voorgeskryf in klousule 8, wanneer sy werknemer van sy werk wegbly of weens siekte afwesig is, 'n korting wat in verhouding tot die tydperk van afwesigheid is.

(c) 'n Korting van bedrae wat 'n werknemer kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek.

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

- (i) in the case of short-time arising out of temporary slackness of trade or shortage of materials or stock-taking, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short-time arising out of a general breakdown in plant or machinery due to accident, or other unforeseen emergency in respect of the first hour not worked.

(e) Whenever protective clothing owned by the employer is not returned by an employee on termination of his service, a deduction of £1 in accordance with sub-section (2) of section 13.

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

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

- (a) in the case of an employee other than a watchman—
 - (i) forty-four in any week from Thursday to Wednesday, inclusive;
 - (ii) nine in any day;
 - (iii) a week shall consist of five days only; save as provided in sub-section (10) (c) of this section no work shall be performed on a Saturday;
- (b) in the case of a watchman—
 - (i) forty-eight in any week from Thursday to Wednesday inclusive;
 - (ii) twelve per shift;
 - (iii) a week may consist of six shifts.

(2) An employer shall not require or permit a female employee to work between six o'clock p.m. and six o'clock a.m.

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

(4) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than 5 hours continuously on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime, provided that—

- (a) if such interval be for longer than one hour any period in excess of one hour shall be deemed to be ordinary hours of work;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

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

during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(6) *Hours of Work to be Consecutive.*—Save as provided in sub-sections (4) and (5) of this section, all hours of work shall be consecutive.

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

- (a) during the whole of any interval in his work if—
 - (i) he is not free to leave the premises of his employer for the whole of such interval; or
 - (ii) the duration of such interval is not shown in the records required to be kept in terms of section nine of the Factories, Machinery and Building Work Act, and

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

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

(8) *Limitation of Hours of Work on Public Holidays and Sundays.*—For the purpose of sub-section (1) of this section, whenever an employee is required to work on a public holiday mentioned in section 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on a Saturday, shall not exceed 5 hours.

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

(d) Wanneer die gewone werkure soos voorgeskryf in klousule 6 (1) verminder word weens korttydwerk, 'n korting van een vier-en-veertigste van die weekloon soos voorgeskryf in klousule 4 (1) of (4) ten opsigte van elke uur van die vermindering; met dien verstande dat so 'n vermindering nie meer as ses vier-en-veertigstes van die weekloon van so 'n werknemer mag wees nie, afgesien van die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen korting afgetrek kan word nie—

- (i) ingeval van korttydwerk wat ontstaan uit 'n tydelike slapte in die bedryf, tekort aan grondstowwe, of voorraadopname, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (ii) ingeval van korttydwerk wat ontstaan uit 'n algemene onklaarraking van installasie of masjinerie as gevolg van ongeval of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie.

(e) Wanneer beskermende kleren wat die werkgewer se eiendom is, nie deur 'n werknemer by beëindiging van sy diens teruggegee word nie, 'n korting van £1 ooreenkomstig subklousule (2) van klousule 14.

6. WERKURE, GEWONE TYD EN OORTYD EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, behalwe 'n los werknemer, moet hoogstens die volgende wees:—

- (a) In die geval van 'n werknemer, behalwe 'n wag—
 - (i) Vier-en-veertig per week van Donderdag tot en met Woensdag;
 - (ii) nege per dag;
 - (iii) 'n week moet slegs vyf dae tel; behoudens soos voorgeskryf in subklousule (10) (c) van hierdie klousule moet nie op Saterdag gewerk word nie.
- (b) In die geval van 'n wag—
 - (i) agt-en-veertig per week van Donderdag tot en met Woensdag;
 - (ii) twaalf per skof;
 - (iii) 'n week kan uit ses skofte bestaan.

(2) 'n Werkgewer kan nie van 'n vroulike werknemer vereis of haar toelaat om tussen die ure 6 nm. en 6 vm. te werk nie.

(3) Die gewone werkure van 'n los werknemer mag hoogstens nege per dag wees.

(4) *Etensonderbrekings.*—'n Werkgewer kan sy werknemer nie verplig of toelaat om vyf uur agtereën op 'n dag te werk sonder 'n onderbreking van minstens een uur waarin nie gewerk mag word nie, en die onderbreking moet nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—

- (a) wanneer die onderbreking langer as 'n uur duur, alle tyd bo een uur as gewone werkure beskou moet word;
- (b) tydperke werk wat deur 'n tussenpoos van minder as een uur onderbreek word, as ononderbroke beskou moet word.

(5) *Ruspoos.*—'n Werkgewer moet aan elke werknemer behalwe 'n nagwag wat in of by sy inrigting werk, 'n ruspoos van minstens tien 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, wanneer dié tydperk langer as drie uur duur;

waarin die werknemer nie verplig of toegelaat kan word om werk te verrig nie, en so 'n ruspoos moet as deel van die gewone werkure beskou word.

(6) *Werkure moet agtereënvolgend wees.*—Behoudens soos bepaal in subklousule (4) en (5) van hierdie klousule moet alle werkure agtereënvolgend wees.

(7) Daar moet beskou word dat 'n werknemer bo en behalwe die tydperk wat hy werklik werksaam is, werk—

- (a) gedurende die hele ruspoos in sy werk, wanneer—
 - (i) hy nie vry is om die persele van sy werkgewer gedurende die ruspoos te verlaat nie; of
 - (ii) die duur van so 'n ruspoos nie in die aantekening wat kragtens artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk gehou moet word, vermeld staan nie; en
- (b) gedurende alle ander tydperke waarin hy op die persele van sy werkgewer is;

met dien verstande dat wanneer dit bewys word dat die werknemer nie gewerk het nie en vry was om die persele te verlaat gedurende enige gedeelte van 'n tydperk wat in paragraaf (b) genoem word, die veronderstelling waarvoor in hierdie subklousule voorsiening gemaak word, nie ten opsigte van die betrokke werknemer ten opsigte van dié gedeelte van die tydperk van toepassing is nie.

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Vir die toepassing van subklousule (1) van hierdie klousule moet, wanneer van 'n werknemer vereis word om op 'n openbare vakansiedag soos voorgeskrywe in klousule 9 (1), of op 'n Sondag, te werk, die werkure op so 'n dag hoogstens die gewone ure wat gewoonlik op so 'n dag gewerk word (vir dié doel is Maandag gelykstaande aan Sondag) en wanneer 'n openbare vakansiedag op Saterdag val, hoogstens 5 uur wees.

(9) *Oortydwerk.*—Al die tyd wat oor die maksimum getal ure soos voorgeskryf in subklousules (1) en (3) van hierdie klousule ten opsigte van 'n dag of 'n week gewerk word, moet as oortyd beskou word.

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

(a) in the case of a male employee—

- (i) save as provided in sub-section (c) for more than two hours in any day;
- (ii) for more than 10 hours in any week;

(b) in the case of a female employee—

- (i) for more than two hours in any day;
- (ii) on more than three consecutive days;
- (iii) for more than 10 hours in any week;
- (iv) on more than 60 days in any year;
- (v) after completion of her working hours for more than one hour in any day unless he has—

- (1) given notice thereof to such employee before midday; or
- (2) provided such employee with an adequate meal before she has to commence overtime; or
- (3) paid such employee an allowance of one shilling and sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(c) in the case of a male employee not ordinarily working on a Saturday not more than five hours on such a day.

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

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

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

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

7. ANNUAL LEAVE.

(1) Save as provided in sub-sections (c) and (d) of this section, an employer shall grant to his employee in respect of each calendar year annual leave commencing during the latter half of December in such year, as follows:—

(a) In the case of an employee who has been in his employ since the 15th January of the calendar year to which the leave relates, ten consecutive working days on full pay; provided that the said ten days, Christmas Day, Boxing Day and New Year's Day form one continuous period of leave.

(b) In the case of an employee who becomes such after the 15th January of the calendar year to which such leave relates, 11 hours on full pay in respect of each completed one and one-half months of employment. An employer may require such employee to take additional leave without pay up to a total period not exceeding ten consecutive working days during the period of leave stated in sub-section (a) hereof.

(c) Notwithstanding the provisions of sub-sections (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 sub-sections to not more than five per cent of his employees at such other time during December and/or the January immediately following as may be necessary for the efficient conduct of his business.

(d) A monthly paid employee may be required or permitted to take his annual leave on full pay of the duration prescribed in sub-section (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 relates.

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

(3) An employee whose contract of employment terminates before the period of leave referred to in sub-section (1) has accrued, shall, upon such termination be paid in respect of each completed one and one-half months of such period of less than one calendar year not less than 11 hours full pay and cost of living allowance based on the weekly wage which he was receiving immediately before the date of such termination.

(10) *Beperking van oortydwerk.*—'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om—

(a) in die geval van 'n manlike werknemer—

- (i) behoudens soos bepaal in subklousule (c) meer as twee uur oortyd op 'n dag; of
- (ii) meer as 10 uur in 'n week oortyd te werk nie;

(b) in die geval van 'n vroulike werknemer—

- (i) meer as twee uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) meer as 10 uur in 'n week;
- (iv) op meer as 60 dae in 'n jaar;
- (v) na voltooiing van haar werkure meer as een uur per dag oortyd te werk nie, tensy hy haar—

(1) voor twaalfuur middag daarvan in kennis gestel het; of

(2) van 'n voldoende maaltyd voorsien het voordat sy met oortydwerk moet begin; of

(3) betyds 'n toelae van een sjieling en ses pennies betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin;

(c) in die geval van 'n manlike werknemer wat nie gewoonlik op Saterdag werk nie, hoogstens vyf uur oortyd op sodanige dag te werk nie.

(11) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat by hom in diens is, teen minstens anderhalfmaal sy gewone skaal betaal ten opsigte van al die oortydwerk wat deur dié werknemer gewerk word, en dié oortydwerk is die totaal van al die tydperke wat gedurende die betrokke week oortyd gewerk is; oorblywende breuke van 'n uur moet as 'n uur gereken word.

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

(13) Geen werknemer kan weens sy weiering om oortyd te werk, ontslaan of in sy werk benadeel word nie.

(14) *Voorbehoudsbepalings.*—Subklousules (6) en (10) van hierdie klousule is nie van toepassing op 'n manlike werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval of in verband met grondig nasien of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie, en subklousules (4), (5), (7) en (10) van hierdie klousule is nie op 'n wag van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousules (c) en (d) van hierdie klousule moet 'n werkgewer sy werknemer ten opsigte van elke kalenderjaar jaarlikse verlof wat gedurende die tweede helfte van Desember van die kalenderjaar begin, soos volg toestaan:—

(a) In die geval van 'n werknemer wat by hom in diens is sedert die 15de Januarie van die kalenderjaar waarop die verlof betrekking het, tien agtereenvolgende werkdag met volle betaling; met dien verstande dat die genoemde tien dae, Kersdag, Tweede Kersdag en Nuwejaarsdag een aaneenlopende tydperk verlof vorm.

(b) In die geval van 'n werknemer wat na die 15de Januarie van die kalenderjaar waarop die verlof betrekking het, in diens kom, 11 uur met volle betaling ten opsigte van elke volle anderhalwe maand diens, en dié dae moet agtereenvolgende werkdag wees. 'n Werkgewer kan van so 'n werknemer vereis om 'n totale tydperk tot hoogstens tien agtereenvolgende werkdag ekstra-verlof sonder betaling te neem gedurende die tydperk verlof wat in subklousule (a) hiervan voorgeskryf word.

(c) Ondanks subklousules (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal dae verlof met volle betaling kragtens genoemde subklousules aan hoogstens vyf persent van sy werknemers toe te staan op 'n ander tyd gedurende Desember en/of Januarie onmiddellik daarna wat vir die doeltreffende werking van sy besigheid nodig kan wees.

(d) 'n Werknemer wat by die maand betaal word, kan verplig of toegelaat word, om sy jaarlikse verlof met volle betaling soos voorgeskryf in subklousules (a) of (b), op 'n ander tyd te neem, maar sodat dit nie later as twee maande na die voltooiing van elke diensjaar waarop dit betrekking het, begin nie.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof wat in subklousule (1) van hierdie klousules voorgeskryf word, moet op die laaste werkdag voor die aanvang van die verlof betaal word.

(3) 'n Werknemer wie se dienskontrak eindig voordat die verlof, voorgeskryf in subklousule (1), verskuldig geword het, moet by diensbeëindiging ten opsigte van elke volle anderhalwe maand van die tydperk van minder as een kalenderjaar minstens 11 uur se loon betaal word, gebaseer op die weekloon wat hy onmiddellik voor beëindiging ontvang het.

(4) An employee who is engaged on piece-work shall have his wage for the purpose of this section based on the average wages he earned for ordinary time worked for the nearest twelve weeks on full time prior to his holiday leave.

(5) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amounts referred to in sub-sections (1), (3) or (4), whichever is applicable.

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

- (a) absent on leave in terms of sub-section (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of section 8;

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.

An employer shall grant to his employee who is absent from work during the calendar year—

- (a) through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, 88 working hours' sick leave in the aggregate during any one calendar year of employment with him, and shall pay to him not later than the second pay-day after his return to work in respect of each hour thereof not less than one forty-fourth of the weekly wage which he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed;
- (b) through an accident compensable under the Workmen's Compensation Act, 1941, an amount equal to the difference between the compensation received for wages lost and the actual amount of his wages lost, provided that such amount shall not exceed the amount of sick pay due to such employee in terms of sub-section (a) of this section and that it may be offset against such sick pay.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant leave on full pay to an employee on New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Union Day, Queen's Birthday, Settler's Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(2) *Payment for Work on Sundays and Public Holidays.*—

Subject to the provisions of section 6 (8) whenever an employee other than a watchman works on a Sunday, or public holiday, his employer shall—

- (a) in respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday, i.e. nine hours; provided that an employer may pay an employee who works on a Sunday, one and a half times the weekly wage prescribed in section 4 (1) or section 4 (4) for an employee of his class divided by 44 for each hour or part of an hour so worked, and grant him within seven days of such Sunday, one day's leave and pay him in respect thereof not less than the weekly wage prescribed in section 4 (1) or section 4 (4) for an employee of his class divided by five.
- (b) in respect of a public holiday, pay the employee his ordinary wage in respect of the time worked, any part of an hour worked counting as a completed hour, in addition to the pay due under sub-section (1) hereof.

10. PROPORTION OR RATIO.

An employer shall not employ—

- (a) an unqualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and grade II employee unless he has in his employ a qualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and grade II employee respectively, and for each such qualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and grade II employee, not more than one unqualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and grade II employee may be employed by him.
- (b) more than two unqualified grade III employees, unless he employs three qualified grade III employees and for each three qualified grade III employees, not more than two unqualified grade III employees may be employed by him.

(4) In die geval van 'n werknemer wat stukwerk verrig, moet sy loon vir die toepassing van hierdie klousule gebaseer word op die gemiddelde loon wat hy vir gewone tyd gewerk, verdien het tot die naaste twaalf weke op volle tyd voor sy vakansieverlof.

(5) 'n Werknemer wat op verlof kragtens subklousule (1) geregtig geword het en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging die bedrae betaal word wat na gelang van die geval, in subklousules (1), (3) of (4) voorgeskryf word.

(6) Vir die toepassing van hierdie klousule word beskou dat die uitdrukking „diens" alle tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 8 afwesig is;

en dat dit begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het, of, na gelang van die jongste datum, die datum van sy indiensneming.

8. SIEKTEVERLOF.

'n Werkgever moet die volgende toestaan aan sy werknemer wat gedurende die kalenderjaar van sy werk afwesig is:—

- (a) Weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, altesaam 88 werkure siekteverlof in 'n kalenderjaar diens by hom, en moet hom nie later as die tweede betaaldag na sy terugkeer na die werk nie, ten opsigte van elke uur daarvan minstens een vier-en-veertigste van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, betaal; met dien verstande dat die werkgever kan vereis dat 'n getekende sertifikaat van 'n geregistreerde geneesheer voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word;
- (b) weens 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is, 'n bedrag wat gelyk is aan die verskil tussen die skadeloosstelling wat vir loon wat verloor is betaal word, en die werklike bedrag aan loon wat verloor is; met dien verstande dat dié bedrag nie meer as die bedrag vir siekteverlof wat kragtens subklousule (a) van hierdie klousule aan daardie werknemer verskuldig is, kan wees nie, en dat dit van die siektebetaling afgetrek kan word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgever moet aan 'n werknemer verlof met volle betaling toestaan op Nuwejaarsdag, Van Riebeeckdag, Goede Vrydag, Paasmaandag, Hemelvaartdag, Uniedag, Koningin se Verjaarsdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

(2) *Betaling vir werk op Sondag en openbare vakansiedae.*— Behoudens soos bepaal in klousule 6 (8) moet 'n werknemer, behalwe 'n wag wanneer hy op Sondag of op 'n openbare vakansiedag werk deur sy werkgever—

- (a) ten opsigte van 'n Sondag minstens dubbel die loon betaal word wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, nl. 9 uur; met dien verstande dat 'n werkgever 'n werknemer wat op Sondag werk anderhalfmaal die weekloon soos voorgeskryf in klousule 4 (1) of 4 (4) vir 'n werknemer van sy klas, gedeel deur 44, kan betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word, en hom binne sewe dae na die Sondag een dag verlof kan toestaan en hom ten opsigte daarvan minstens die weekloon soos voorgeskryf in klousule 4 (1) of 4 (4) vir 'n werknemer van sy klas, gedeel deur vyf, moet betaal;
- (b) ten opsigte van 'n openbare vakansiedag, benewens die loon wat aan hom verskuldig is kragtens subklousule (1) hiervan, sy gewone loon betaal moet word ten opsigte van die tyd wat gewerk is en waarby elke gedeelte van 'n uur as 'n volle uur gereken word.

10. GETALLEVERHOUDING.

Geen werkgever kan—

- (a) 'n ongekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, magasynmeester, graad I-werknemer en graad II-werknemer in diens hê tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, magasynmeester, graad I-werknemer en graad II-werknemer in diens het nie en vir elke gekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, magasynmeester, graad I-werknemer en graad II-werknemer kan hy nie meer as een ongekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, magasynmeester, graad I-werknemer en graad II-werknemer in diens hê nie;
- (b) meer as twee ongekwalifiseerde graad III-werknemers in sy diens hê tensy hy drie gekwalifiseerde graad III-werknemers in diens het nie, en vir elke drie gekwalifiseerde graad III-werknemers kan hy nie meer as twee ongekwalifiseerde graad III-werknemers in diens hê nie;

Provided that an unqualified employee in any of the classes referred to who is in receipt of a wage not less than that prescribed for qualified employees of his class may for the purpose of this section be deemed to be a qualified employee, and further provided that, for the purpose of ratio, factory clerical employees, male, despatch clerks, receiving clerks and storeman shall be deemed to be one class of employee.

11. PIECE-WORK.

(1) An employee employed on piece-work for any period shall be paid the full amount earned by him under the piece-work rates, subject to sub-sections (2), (3) and (4) of this section, provided that irrespective of the amount of piece-work performed such employee shall in respect of such period be paid not less than the wage which would have been payable to him had he been employed as a time worker during such period.

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

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

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

12. LOG-BOOK.

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

Daily Log.

Name of employer.....
 Name of driver.....
 Time of starting work..... a.m./p.m.....
 Time of finishing work..... a.m./p.m.....
 Number of ordinary hours worked.....
 Number of hours of overtime worked.....
 Meal hour from..... a.m./p.m..... a.m./p.m.....
 Breakdowns, accidents and/or other delays.....

Signature of Driver.

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

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

13. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall supply each of his employees with a set of protective clothing in good condition, including a cap for each female employee, free of charge, within one week of the commencement of his employment or within one month from the coming into operation of this Agreement, whichever is the later and shall renew such protective clothing where necessary but not more than once during each 12 months of employment, subject to sub-section (2) of this section. 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, and further provided that where in terms of the Factories Act, protective clothing and appliances must be provided the employer shall provide and maintain same in good condition free of charge.

(2) All protective clothing issued in terms of this section shall remain the property of the employer and shall be returned by the employee at the termination of his service. The employer shall collect from the employee the sum of one pound at the termination of his service in the event of the employee not having returned his protective clothing, which sum shall be recoverable by way of set off out of any moneys due to such employee.

14. BEVERAGES.

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

met dien verstande dat 'n ongekwalifiseerde werknemer wat in enige van die klasse genoem word en wat minstens die loon verdien soos vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf, vir die toepassing van hierdie klousule as 'n gekwalifiseerde werknemer gereken kan word, en met dien verstande verder dat fabrieksklerke, manlike versendingsklerke, ontvangklerde en magasynmeesters vir verhoudingsdoeleindes as een klas werknemer beskou word.

11. STUKWERK.

(1) 'n Werknemer wat stukwerk verrig moet die volle bedrag wat hy ooreenkomstig die stukwerkloone verdien het, betaal word, onderworpe aan subklousules (2), (3) en (4) van hierdie klousule; met dien verstande dat afgesien van die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van dié tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende die tydperk as 'n tydwerker gewerk het.

(2) 'n Werkgewer kan nie stukwerk in sy inrigting invoer tensy hy sy werknemers minstens twee weke tevore kennis gee van sy voorneme om dit in te voer nie.

(3) 'n Werkgewer wie se werknemers stukwerk verrig, word nie toegelaat om die stukwerkstelsel af te skaf tensy hy sy werknemers minstens twee weke tevore kennis gee van sy voorneme om dit te doen nie.

(4) 'n Werkgewer moet op 'n opvallende plek in sy inrigting die tarief van die stukwerkstelsel wat in subklousule (1) voorgeskryf word, vertoon hou en kan die stelsel nie verander tensy hy sy werknemers minstens twee weke tevore van die voorgestelde verandering in kennis gestel het nie.

12. LOGBOOK.

(1) Elke werkgewer moet 'n logboek met duplikaatblaaie vir gebruik deur elke motorvoertuigbestuurder verstrek, so na as moontlik in onderstaande vorm:—

Daaglikse log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Begintyd van werk..... vm./nm.
 Stakingstyd van werk..... vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etensuur van..... vm./nm..... vm./nm.
 Onklaarrakings, ongevallen en/of ander vertraginge.....

Handtekening van bestuurder

(2) Elke bestuurder moet na verstrekking van die logboek wat in subklousule (1) voorgeskryf word, die log ten opsigte van elke dag se werk in tweevoud invul en moet binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgewer besorg.

(3) Elke werkgewer moet 'n volledige afskrif van die daaglikse log vir drie jaar na die datum van sy invulling bewaar.

13. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet aan elke werknemer 'n stel beskermende klere, in goeie toestand, met inbegrip van 'n pet vir elke vroulike werknemer, kosteloos verskaf binne een week na die aanvang van sy diens of, na gelang van die jongste datum, een maand na die inwerkingtreding van hierdie Ooreenkoms, en moet die beskermende klere vernuwe na gelang dit nodig is, maar nie meer as een keer in elke 12 maande diens nie, behoudens soos bepaal in subklousule (2) van hierdie klousule. 'n Werknemer aan wie beskermende klere ooreenkomstig hierdie bepalinge uitgereik is, moet klere gedurende al die werkure dra en hy word verantwoordelik gehou vir die goeie toestand en was en stryk van die beskermende klere; met dien verstande dat 'n werkgewer sy beskermende klere kan was en stryk en 'n werknemer sy reg om die beskermende klere van die inrigting te verwyder, kan ontnem; en voorts met dien verstande dat wanneer beskermende klere en toestelle kragtens die Wet op Fabriekke, Masjinerie en Bouwerk verskaf moet word, die werkgewer hulle kosteloos moet verskaf en in goeie toestand onderhou.

(2) Al die beskermende klere wat kragtens hierdie klousule uitgereik word, bly die werkgewer se eiendom en moet deur die werknemer by beëindiging van sy diens teruggegee word. Die werkgewer moet van sy werknemer een pond invorder as die werknemer versuim om by beëindiging van sy diens sy beskermende klere terug te gee, en hierdie bedrag is verhaalbaar deur aftrekking van geld wat aan die werknemer verskuld is.

14. DRANKE.

'n Werkgewer moet tweemaal per dag, gedurende die oggendpouse en gedurende die middagpouse, kosteloos tee of koffie (met melk en suiker) vir sy werknemers beskikbaar stel; met dien verstande dat van werknemers vereis kan word om hul eie houers te verskaf.

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

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

16. ORGANISATION OF EMPLOYEES.

Every employer shall permit any official of the trade union, duly authorised by the 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 and provided that any representative of the employer may be present at such activities.

17. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS.

(1) Every employer shall within seven days of engagement issue to his employee, other than a casual employee, an engagement form as per Annexure A to this Agreement, and upon termination of employment a Certificate of Service as per Annexure B to this Agreement shall be issued to each employee.

(2) An employer may in his discretion require a new employee to complete and sign a Statement of Experience as per Annexure C to this Agreement.

18. 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 employee and one month's notice in the case of a monthly employee of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying not less than—

- (a) in the case of a period of notice of one week, the weekly wage plus cost of living allowance;
- (b) in the case of a period of notice of one month, the monthly wage plus cost of living allowance;

which the employee was receiving immediately before the date of such termination; provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for 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 employees and of one week in the case of weekly 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 paragraphs (ii) and (iii) of sub-section (1) of this section, the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The Notice referred to in sub-section (1) shall not run concurrently with annual leave or sick leave. For the purpose of this sub-section, sick leave shall mean a period of two weeks unless the employee has within such period notified his employer that he is ill and produces a doctor's certificate in respect of the period of absence in which case sick leave shall mean a period of fifteen weeks from the commencement of the employee's absence.

19. SAVINGS CLAUSE.

Except for the purpose of ratio, this Agreement shall apply only in respect of male employees, earning not more than a basic wage of £39 per month, and female employees earning not more than a basic wage of £27. 1s. 8d. per month, but excluding certificated Nursing Sisters on surgery staff and factory management staff.

20. EXHIBITION OF AGREEMENT.

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

W. J. BOUCHIER,
The United Tobacco Companies (South)
Limited.

16/1/1953.

A. CALMEYER,
General Secretary, The National Union
of Cigarette and Tobacco Workers
(On behalf of the 42 employees concerned).

29/1/1953.

J. H. F. GLATTHAAR,
Chairman.

5/2/1953.

15. VERBOD OP INDIENSNEMING VAN PERSOON ONDER 15 JAAR OUD.

'n Werkgever kan nie 'n persoon onder 15 jaar oud in diens hê nie.

16. ORGANISEER VAN WERKNEMERS.

'n Werkgever moet 'n beampte van die vakvereniging wat behoorlik deur die vakvereniging gemagtig is, toelaat om van tyd tot tyd 'n onderafdeling van sy inrigting, soos deur die werkgever aangewys, gedurende die middagetensuur te besoek om vakverenigingsbelange te behartig, mits minstens 24 uur kennis gegee word aan die werkgever van die voorneme om die voorgeskrewe onderafdeling van die inrigting te besoek; en voorts met dien verstande dat 'n verteenwoordiger van die werkgever aanwesig kan wees.

17. DIENSSERTIFIKATE EN INDIENSNEMINGSVORMS.

(1) Elke werkgever moet binne 7 dae na indiensneming aan 'n werknemer, buiten 'n los werknemer, 'n indiensnemingsvorm uitreik soos in Aanhangsel A hiervan voorgeskryf, en by diensbeëindiging aan alle werknemers 'n dienssertifikaat soos in Aanhangsel B hiervan voorgeskryf.

(2) 'n Werkgever kan na goeddunke van 'n nuwe werknemer vereis om 'n Verklaring van Ervaring, soos in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, in te vul en te onderteken.

18. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of werknemer moet minstens een week opsegging gee in die geval van 'n werknemer by die week en een maand opsegging in die geval van 'n werknemer by die maand, vir beëindiging van die dienskontrak, of die werkgever kan die dienskontrak sonder voorafgaande opsegging beëindig deur betaling van minstens—

- (a) in die geval van een week opsegging, die weekloon plus lewenskostoelae;
- (b) in die geval van een maand opsegging, die maandloon plus lewenskostoelae;

wat die werknemer onmiddellik voor beëindiging ontvang het; met dien verstande dat dit nie die onderstaande raak nie:—

- (i) 'n Werkgever of werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir albei die partye en vir minstens een week;
- (iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van werknemers by die maand en van een week in die geval van werknemers by die week, in welke geval die diens met 24 uur aan albei kante beëindig kan word.

(2) Wanneer 'n ooreenkoms kragtens paragrawe (ii) en (iii) van subklousule (1) van hierdie klousule gesluit is, moet die betaling in plaas van opsegging in verhouding wees tot die tydperk van opsegging soos ooreengekom.

(3) Die opsegging wat in subklousule (1) voorgeskryf word, mag nie met jaarlikse verlof of siekteverlof saamval nie. Vir die toepassing van hierdie klousule beteken siekteverlof twee weke, tensy die werknemer binne dié tydperk die werkgever in kennis gestel het van sy siekte en ten opsigte van die tydperk van afwesigheid 'n doktersertifikaat voorgelê het, in welke geval siekteverlof 'n tydperk van 15 weke van die aanvang van die werknemer se afwesigheid beteken.

19. VOORBEHOUDSBEPALING.

Behalwe vir getalverhoudingsdoeleindes is hierdie Ooreenkoms slegs van toepassing op manlike werknemers wat hoogstens 'n basiese loon van £39 per maand en vroulike werknemers wat hoogstens 'n basiese loon van £27. 1s. 8d. per maand verdien, maar met uitsondering van gesertifiseerde verpleegsters op die gesondheidspersoneel, en die fabrieksbestuurpersoneel.

20. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in sy inrigting vertoon hou op 'n plek wat maklik vir sy werknemers toeganklik is.

Namens die partye in Bloemfontein onderteken.

W. J. BOUCHIER,
The United Tobacco Companies (South)
Limited.

16/1/1953.

A. CALMEYER,
Algemene Sekretaris, National Union of
Cigarette and Tobacco Workers (names
die 42 betrokke werknemers).

29/1/1953.

J. H. F. GLATTHAAR,
Voorsitter.

5/2/1953.

ANNEXURE A.

Ref. No. _____

THE CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

ENGAGEMENT FORM.

Full name _____
 Formerly known as _____
 Address _____
 Sex _____ Date of birth _____
 Date started duties _____ Grade _____
 Occupation _____
 Wage _____ per week, plus _____ C.O.L.A.
 Clock card No. _____
 Total previous experience _____
 No. of certificate of service produced by employee or date of state-
 ment of experience _____
 Name of factory _____
 Date _____

Employer's signature. _____

NOTE.—This form must be completed in duplicate within seven
 days of engaging an applicant for work and one copy handed to the
 employee.

ANNEXURE B.

Ref. No. _____

THE CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

CERTIFICATE OF SERVICE.

Employee's full name _____
 Formerly known as _____
 Employee's home address _____
 Clock Card No. _____ Sex _____ Grade _____
 Last occupation _____ Since _____
 * Wage received at time of leaving £ _____ per week/month, plus
 £ _____ c.o.l.a. per week/month.
 Date of last increase _____
 Date of entering service _____
 Total period covered by this certificate _____ years _____ months.
 Date of leaving service _____
 Name of factory _____
 Date of issue _____

Employer's signature. _____

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

NOTE.—This form must be completed in duplicate and one copy
 handed to the employee.

ANNEXURE C.

Ref. No. _____

THE CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

STATEMENT OF EXPERIENCE.

NOTE.—This statement must be filled in accurately. Any person
 who, knowingly, makes or causes to be made any false statement,
 shall be guilty of an offence.

I, Mr./Mrs./Miss (surname) _____
 Christian names _____
 Formerly known as _____
 of (house address) _____
 hereby state that I am _____ years of age and have had the following
 experience in the cigarette and tobacco manufacturing industry:—

Name of Factory.	Period of Service.		Occu- pation.	Wages.	
	From.	To.		At Start.	When Leaving.

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

Date _____

Employee's signature. _____

Witnessed by _____

This statement to be retained by the employer.

AANHANGSEL A.

Verwysingno. _____

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-
NYWERHEID, BLOEMFONTEIN.

INDIENSNEMINGSVORM.

Naam (voluit) _____
 Vroeër bekend as _____
 Adres _____
 Geslag _____
 Geboortedatum _____
 Datum van diensaanvaarding _____
 Bedryf _____
 Graad _____
 Loon _____ per week, plus _____ l.k.t.
 Klokkaartno. _____
 Totale vorige ervaring _____
 No. van dienssertifikaat wat deur die werknemer voorgelê is, of
 datum van verklaring van ervaring _____
 Naam van fabriek _____
 Datum _____

Handtekening van werkgewer. _____

L.W.—Hierdie vorm moet binne sewe dae na die indiensneming
 van 'n applikant in tweevoud ingevul en een kopie aan die werknemer
 oorhandig word.

Verwysingsno. _____

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-
NYWERHEID, BLOEMFONTEIN.

DIENSSERTIFIKAAT.

Werknemer se naam voluit _____
 Vroeër bekend as _____
 Werknemer se huisadres _____
 Klokkaartno. _____ Geslag _____
 Graad _____
 Jongste _____
 Sedert (datum) _____
 * Loon ontvang op datum van uitdienstreding £ _____
 per week/maand _____ plus l.k.t. per week/maand.
 Datum van jongste verhoging _____
 Datum van indienstreding _____
 Totale tydperk wat deur hierdie sertifikaat gedek word _____ jaar
 maande.
 Datum van uitdienstreding _____
 Naam van fabriek _____
 Datum van uitreiking _____

Werkgewer se handtekening. _____

* In die geval van stukwerkers, vermeld asb. tyd, skaal, minimum
 loon per week.

L.W.—Hierdie vorm moet in tweevoud ingevul en een kopie aan
 die werknemer oorhandig word.

Verwysingsno. _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-
NYWERHEID, BLOEMFONTEIN.

VERKLARING VAN ERVARING.

LET WEL.—Hierdie verklaring moet korrek ingevul word. Elke
 persoon wat bewus 'n vals verklaring aflê of laat aflê, is skuldig aan
 'n oortreding.

Ek, mnr./mev./mej. (familienaam) _____
 Voorname _____
 Vroeër bekend as _____
 Huisadres _____
 verklaar hierby dat ek _____ oud is en die volgende ervaring in die
 Sigaret- en Tabaknywerheid het _____

Naam van fabriek.	Tydperk van diens.		Bedryf.	Loon.	
	Van.	Tot.		By indiens- treding.	By uitdiens- treding.

Hierby verklaar ek, dat die bostaande verklaring na my beste wete
 en kennis waar en korrek is.

Datum _____

Werknemer se handtekening. _____

Getuie _____

Hierdie verklaring moet deur die werkgewer gehou word.

* No. 809.]

[17 April 1953.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Cigarette and Tobacco Manufacturing Industry, published under Government Notice No. 804 of the 17th April, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

* No. 809.]

[17 April 1953.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

SIGARET- EN TABAKNYWERHEID,
BLOEMFONTEIN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Sigaret- en Tabaknywerheid, bekendgemaak by Goewermentskennisgewing No. 804 van 17 April 1953, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.



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