



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXXII.] PRICE 6d. PRETORIA, 21 OCTOBER 1955. PRYS 6d. [No. 5566.
21 OKTOBER

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. 2116.] [21 October 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

TOBACCO INDUSTRY (TRANSVAAL).

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Tobacco Industry, shall be binding from the 27th October, 1955, and for the period ending the 30th day of September, 1959, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 18 (inclusive) and 22 to 25 (inclusive) of the said Agreement shall be binding from the 27th October, 1955, and for the period ending the 30th day of September, 1959, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg and Pretoria; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg and Pretoria, and from the 27th October, 1955, and for the period ending the 30th day of September, 1959, the provisions contained in clauses 3 to 18 (inclusive) and 22 to 25 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2116.] [21 Oktober 1955.
NYWERHEID-VERSOENINGSWET, 1937.

TABAKNYWERHEID (TRANSVAAL).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Tabaknywerheid vanaf die 27ste Oktober 1955, en vir die tydperk wat op die 30ste dag van September 1959 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 18 en 22 tot en met 25 van genoemde Ooreenkoms vanaf die 27ste Oktober 1955, en vir die tydperk wat op die 30ste dag van September 1959 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg en Pretoria; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 18 en 22 tot en met 25 van genoemde Ooreenkoms vanaf die 27ste Oktober 1955, en vir die tydperk wat op die 30ste dag van September 1959 eindig, in die magistraatsdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg en Pretoria *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL).

AGREEMENT

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

Tobacco Employers' Organization

(hereinafter called "the employers" or "employers' organization"), of the one part; and the

National Union of Cigarette and Tobacco Workers

(hereinafter called "the employees" or "the trade union"), of the other part;

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg and Pretoria, by all employers who are members of the employers' organization and are engaged in the Tobacco Manufacturing Industry, and by all employees who are members of the trade union and who are employed in that industry, and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on 27th October, 1955, or a date to be fixed by the Minister of Labour in terms of the Industrial Conciliation Act, 1937, and shall remain in force until Wednesday 30th September, 1959, or for such a period as may be determined by the Minister of Labour.

3. DEFINITIONS.

(1) 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/assistant forewoman" means an employee who assists a foreman/forewoman in the performance of his/her duties and who may act for him/her during his/her absence;

"basic wage" means wage as defined herein;

"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—

(a) four days in any week;

(b) one month continuously during any three consecutive months in a calendar year;

"chargehand" means an employee who, under the supervision of a foreman, forewoman, assistant foreman, assistant forewoman, despatch clerk, storeman or supervisor, 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 manufactured goods;

"examiner" means an employee who, under the supervision of a foreman, forewoman, assistant foreman, assistant forewoman or supervisor, examines the work performed by grade IA, grade IB, grade II, 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 12 months' experience;

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

"experience" means—

(a) in relation to an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk 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;

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSVAAL).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Tobacco Employers' Organization

(hieronder die „werkgewers" of die „werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Cigarette and Tobacco Workers

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg en Pretoria nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die tabakvervaardigingsnywerheid uitgeoefen en deur alle werknemers wat lede van die vakvereniging is en wat in daardie nywerheid in diens is en vir wie minimum loon in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 27 Oktober 1955 of op 'n datum wat deur die Minister van Arbeid kragtens die Nywerheid-versoeningswet, 1937, vasgestel moet word en bly van krag tot Woensdag, 30 September 1959, of vir sodanige tydperk as wat die Minister van Arbeid kan bepaal.

3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Nywerheid-versoeningswet, 1937, bepaal is, dieselfde betekenis as in daardie Wet, en tensy dit strydig met die samehang is, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„vakman", 'n geskoolde monteur en draaier, elektrisiën of timmerman wat die erkende tydperk van vakleerlingskap in sy bedryf gedien en voltooi het, of wat op 'n ander wyse in sodanige vak geskool geword het;

„assistent-voorman/assistent-voorvrou", 'n werknemer wat die voorman/voorvrou help by die verrigting van sy/haar werksaamhede en wat gedurende sy/haar afwesigheid vir hom/haar mag waarneem;

„basiese loon", die loon soos hierin omskryf;

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

„los werknemer", 'n werknemer wat by dieselfde werkgever hoogstens soos volg in diens is:—

(a) Vier dae in enige week;

(b) een maand onafgebroke gedurende enige drie opeenvolgende maande in 'n kalenderjaar;

„onderbaas", 'n werknemer wat, onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, versendingsklerk, stoomman of opsigter, in beheer is oor graad II- en/of graad III-werknemers en/of arbeiders;

„versendingsklerk", 'n werknemer wat fabrieksklerklike werk verrig en wat eerste verantwoordelik is vir die verpakking en/of natel van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, afweeg en/of bymekaarmaak van sodanige goedere, die natel van pakkette en die merk en adresseer daarvan;

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

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

„inrigting", elke perseel wat, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word en elke perseel waarin goedere of materiale gebêre word vir die doel van vervaardiging of verpakking, en kantore wat regstreeks by fabriekskontrolle betrokke is, maar met uitsondering van persele (of gedeeltes van persele) wat as ander kantore, of as verkoop- of distribusiedepots vir vervaardigde goedere gebruik word;

„ondersoeker", 'n werknemer wat, onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, of opsigter, die werk wat verrig is deur graad IA-, graad IB-, graad II-, graad III-werknemers en/of arbeiders nasien vir foute of gebreke in daardie werk, en wat die werk kan uitdeel en aantekening hou van sy/haar werksaamhede;

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

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

„ondervinding"—

(a) met betrekking tot 'n ondersoeker, afdelingsman, fabrieksklerklike werknemer, versendingsklerk, ontvangsklerk, of stoomman, die totale tydperk of tydperke wat 'n werknemer in die nywerheid onderskeidelik as 'n ondersoeker, afdelingsman, fabrieksklerklike werknemer, versendingsklerk, ontvangsklerk of magasynmeester gewerk het;

- (b) in relation to a grade IA employee, the total period or periods during which an employee has worked in the industry as a grade IA employee;
- (c) in relation to a grade IB employee, the total period or periods during which an employee has worked in the industry as a grade IB employee;
- (d) in relation to a grade II employee and/or tobacco packer, the total period or periods during which an employee has worked in the industry as a grade II employee and/or tobacco packer;

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

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

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

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

"factory clerical employee, female, unqualified," means a female factory clerical employee who has had less than four 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/forewoman" means an employee who is in charge of the employees in an establishment or a department thereof, who exercises control and authority over such employees, who is responsible for the efficient performance by them of their duties, and who has the right to engage or dismiss employees, subject to confirmation by the employer;

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

- (1) Operating a cigarette making machine;
- (2) operating an extracting machine (cigarettes);
- (3) operating a filter plug making and/or wadmaking machine;
- (4) operating a filter tip assembling machine;
- (5) operating a power driven guillotine machine for cutting paper or board;
- (6) operating a rotary scoring and cutting machine;
- (7) operating a vacuum process conditioning plant;
- (8) checking and recording receipts and/or issues of excise stamps;
- (9) cooking meals—other than rations;
- (10) weighing and recording moisture tests;

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

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

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

- (1) Operating an automatic soldering machine;
- (2) operating a bending machine;
- (3) operating a box banding machine;
- (4) operating a box body making machine and/or shoulder inserting machine;
- (5) operating a box lid making machine and/or body and lid assembling machine;
- (6) operating a box shoulder cutting machine;
- (7) operating a box shoulder pressing machine;
- (8) operating a box slitting machine;
- (9) operating a casing machine;
- (10) operating a cigarette packing machine;
- (11) operating an excise stamping machine;
- (12) operating a hydraulic tobacco press;
- (13) operating a lidding machine;
- (14) operating a machine for making shoulderless cigarette boxes;
- (15) operating a power-driven leaf conditioning machine;
- (16) operating a power-driven lift;
- (17) operating a power-driven paper or board cutting and rewinding machine;
- (18) operating a printing and/or labelling machine;
- (19) operating a roasting and drying machine;
- (20) operating a slitting machine (tin);
- (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 drying machine (including a cooling machine);
- (26) operating a tobacco packing machine;
- (27) operating a transparent wrapping machine (cigarettes);
- (28) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;

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

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

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

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

„klerklike fabriekswerknemer,” 'n manlike of vroulike werknemer, wat nie elders gespesifiseer word nie, wat deur middel van skryfwerk of tikwerk in 'n inrigting bestellings uitmaak, nasien, berekenings maak, aantekeninge hou van verrigte werk en pligte en/of korrespondensie wat daarby hoort en wat kontant mag invorder en hanteer;

„klerklike fabriekswerknemer, manlik, gekwalifiseer,” 'n manlike klerklike fabriekswerknemer met minstens vyf jaar ondervinding;

„klerklike fabriekswerknemer, manlik, ongekwalifiseer,” 'n klerklike fabriekswerknemer met minder as vyf jaar ondervinding;

„klerklike fabriekswerknemer, vroulik, gekwalifiseer,” 'n vroulike klerklike fabriekswerknemer met minstens vier jaar ondervinding;

„klerklike fabriekswerknemer, vroulik, ongekwalifiseer,” 'n vroulike klerklike fabriekswerknemer met minder as vier jaar ondervinding;

„fabrieksboode,” 'n werknemer wat mondelinge, skriftelike of telefoniese boodskappe binne 'n inrigting ontvang en/of aflewer en wat skriftelik aantekening van daardie boodskappe mag hou;

„voorman/voorvrou,” 'n werknemer wat in beheer is oor die werknemers in 'n inrigting of 'n afdeling daarvan, wat kontrole uitoefen en in bevel is oor daardie werknemers en wat verantwoordelik is vir die behoorlike verrigting van hul werk en wat die reg het van werknemers aan te neem of te ontslaan, onderworpe aan bevestiging deur die werkgewer;

„graad IA-werknemer,” 'n werknemer wat in verband met die vervaardiging van sigarette, snuff, gekerfde of roltabak, een of meer van die volgende werksaamhede verrig:—

- (1) 'n Sigaretvervaardigingsmasjien bedien;
 - (2) 'n uittrekmajien (sigarette) bedien;
 - (3) 'n filterpropvervaardigings- en/of vulselmaakmasjien bedien;
 - (4) 'n filtermondstuk-monteeramasjien bedien;
 - (5) 'n kragvalmes bedien wat papier of bordpapier sny;
 - (6) 'n rotasiekerf- en -snymasjien bedien;
 - (7) 'n vakuumproses-kondisioneeramasjien bedien;
 - (8) natel en aantekening hou van die ontvangs en/of uitgifte van aksynseëls;
 - (9) maaltye kook, maar nie rantsone nie;
 - (10) afweeg, en aantekening hou van vogtigheidstoetse;
- „graad IA-werknemer, gekwalifiseer,” 'n graad IA-werknemer met minstens twee jaar ondervinding;
- „graad IA-werknemer, ongekwalifiseer,” 'n graad IA-werknemer met minder as twee jaar ondervinding;
- „graad IB-werknemer,” 'n werknemer wat, in verband met die vervaardiging van sigarette, snuff, kerftabak of roltabak, een of meer van die onderstaande werksaamhede verrig:—

- (1) 'n Outomatiese soldeeramasjien bedien;
- (2) 'n buigmasjien bedien;
- (3) 'n doosmasjien bedien;
- (4) 'n doosbakmaakmasjien en/of skouerinsitmasjien bedien;
- (5) 'n doosdekselvervaardigingsmasjien en/of bak- en dekselmonteeramasjien bedien;
- (6) 'n dooskouersnyamasjien bedien;
- (7) 'n dooskouerpersamasjien bedien;
- (8) 'n doossnyamasjien bedien;
- (9) 'n geurmengmasjien bedien;
- (10) 'n sigaretverpakkingsmasjien bedien;
- (11) 'n aksynsstempelmasjien bedien;
- (12) 'n hidrouliese tabakpers bedien;
- (13) 'n dekselaansitmasjien bedien;
- (14) 'n masjien vir die vervaardiging van skouerlose sigaret-dose bedien;
- (15) 'n kragblaarkondisioneeramasjien bedien;
- (16) 'n kraghyser bedien;
- (17) 'n kragpapiersny-, bordsny- en heropwenmasjien bedien;
- (18) 'n druk- en/of etiketteeramasjien bedien;
- (19) 'n rooster- en droogmasjien bedien;
- (20) 'n kloofmasjien (blik) bedien;
- (21) 'n stempelmasjien (blik) bedien;
- (22) 'n synaat- of dubbelnaatmasjien (blik) bedien;
- (23) 'n bliksnymasjien (valmes) bedien;
- (24) 'n tabaksnymasjien bedien;
- (25) 'n tabakdroogmasjien bedien (met inbegrip van 'n koelmasjien);
- (26) 'n tabakverpakkingsmasjien bedien;
- (27) 'n transparent-verpakkingsmasjien (sigarette) bedien;
- (28) help met en aantekening hou van die ontvangs en/of uitreiking van materiale en/of vervaardigde goedere;

- (29) feeding cigarettes into packing machines with open hoppers;
- (30) knife grinding;
- (31) packing cigarettes into boxes or tins by hand;
- (32) soldering by hand;
- (33) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug and/or wadmaking machines;

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

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

"grade II employee" means an employee employed in or in connection with the manufacture of cigarettes, snuff, cut or roll 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 leaf stripping or stemming machine;
- (12) operating a machine for fixing cutters in lids (tin);
- (13) operating a machine for recessing for cutters (tin);
- (14) operating a power-driven gumming machine;
- (15) operating a power-driven saw;
- (16) operating a rolling or body forming machine (tin);
- (17) operating a scrap cleaning machine;
- (18) operating a snuff grinding machine;
- (19) operating a stem rolling machine;
- (20) operating a tin heating machine;
- (21) operating a tobacco bag and box wrapping machine;
- (22) affixing excise stamps by hand;
- (23) assembling shoos or making wooden boxes, cases or crates by hand;
- (24) drying tobacco on steam or gas pans;
- (25) factory messenger;
- (26) feeding, catching, sorting and taking off from machines in grades IA, IB and II; not elsewhere specified;
- (27) feeding filter tip assembling machines;
- (28) inserting shoulders into new cigarette boxes by hand;
- (29) labelling by hand;
- (30) making bags, packets or pouches by hand;
- (31) making paste;
- (32) making snuff by hand;
- (33) making up and inserting inner paper lining for bulk containers of tobacco;
- (34) oiling and/or greasing machines or motor vehicles;
- (35) operations incidental to the making and assembling of cigarette boxes (by hand) not elsewhere specified;
- (36) packing foil bundles of cigarettes into cartons by hand;
- (37) packing and/or stencilling containers used for the executing of assorted orders for manufactured goods;
- (38) preparing and/or serving food and/or beverages, other than cooking meals or rations;
- (39) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;
- (40) stemming or stripping tobacco leaves by hand;
- (41) straight-laying tobacco leaves from tangled form;
- (42) supervising the steaming of tobacco;
- (43) testing tins after being soldered;
- (44) transparent wrapping by hand;
- (45) tubing board for box shoulders;
- (46) watchers on cigarette packing machines;
- (47) weighing and recording weights—not elsewhere specified;
- (48) wrapping packed cigarettes or tobacco into outers by hand;

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

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

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

- (1) Assistant on delivery vans or vehicles;
- (2) cooking rations;
- (3) delivering messages, letters or goods on foot or by means of bicycle (other than a motor bicycle) or manually-propelled vehicle;
- (4) lining up and/or opening up of cigarette boxes or hulls for packing machines—by hand;
- (5) lye soaking;
- (6) packing into open and standardised containers not elsewhere specified;
- (7) packing tobacco in bulk, over 16 oz. up to and including 10 lb.;
- (8) placing lids or taggers on to empty or filled box bodies, or tins by hand;
- (9) sealing containers and/or strapping cases;

- (29) sigarete aan verpakkingsmasjiene met oop vultregters voer;

- (30) messe slyp;

- (31) sigareite in dose of blikkies met die hand verpak;

- (32) met die hand soldeer;

- (33) sorteer, ontvang en afneem van sigaretvervaardigingsmasjiene, filtermondstukmonteeringsmasjiene en filterprop- en/of vulselmaakmasjiene;

„graad IB-werknemer, gekwalifiseer,” ’n graad IB-werknemer met minstens twee jaar ondervinding;

„graad IB-werknemer, ongekwalifiseer,” ’n graad IB-werknemer met minder as twee jaar ondervinding;

„graad II-werknemer”, ’n werknemer wat in verband met die vervaardiging van sigarete, snuif, gekerfde of roltabak een of meer van die volgende werksaamhede verrig:—

- (1) ’n Skouervasplakmasjiene bedien;
- (2) ’n entmasjiene bedien;
- (3) ’n sigaretbreekmasjiene bedien;
- (4) ’n kode-datummasjiene bedien;
- (5) ’n hoeksnymasjiene bedien;
- (6) ’n hoekverstywermasjiene bedien;
- (7) ’n riefelmasjiene (blik) bedien;
- (8) ’n handvalmes vir die sny van papier of bordpapier bedien;
- (9) ’n handrateltabakpers bedien;
- (10) ’n omhulselhervoumasjiene bedien;
- (11) ’n blaas- of stingelafstroopmasjiene bedien;
- (12) ’n masjiene vir die aanbring van lemme in deksels (blik) bedien;
- (13) ’n lemgleuwmassjiene (blik) bedien;
- (14) ’n kraggommasjiene bedien;
- (15) ’n kragzaag bedien;
- (16) ’n wals- of middelstukvormmasjiene bedien (blik);
- (17) ’n afvalskoonmaakmasjiene bedien;
- (18) ’n snuifmaalmasjiene bedien;
- (19) ’n stingelwalsmasjiene bedien;
- (20) ’n blikverhittingsmasjiene bedien;
- (21) ’n tabak- en doostoe draaimasjiene bedien;
- (22) aksynseels met die hand opplak;
- (23) duie met die hand inmeekaarsit of houtdose, kiste of kratte maak;
- (24) tabak op stoom- of gaspanne droogmaak;
- (25) fabrieksbode;
- (26) voer, opvang, sorteer en afneem van masjiene in grade IA, IB en II; nie elders gespesifiseer nie;
- (27) filtermondstukmonteeringsmasjiene bedien;
- (28) skouers met die hand in nuwe sigaretdose insit;
- (29) met die hand etiketteer;
- (30) sakkies, pakkies of tabaksakkies met die hand maak;
- (31) gom maak;
- (32) snuif met die hand maak;
- (33) opmaak en insit van papiervoerings vir grootmaat-tabakhouers;
- (34) masjiene of motorvoertuie olie en/of smeer;
- (35) werksaamhede wat behoort by die maak en inmeekaarsit van sigaretdose (met die hand), nie elders gespesifiseer nie;
- (36) bladmetaalgebondelde sigarete in kartonne met die hand verpak;
- (37) houers wat vir uitvoering van gemengde bestellings van vervaardigde goedere gebruik word, verpak en/of sjabloneer;
- (38) voedsel en/of drank berei en/of opdien, uitgesonderd maaltye of rantsoene kook;
- (39) beskadigde sigaretdose met die hand herstel en inmeekaarsit (uitgesonderd skoonmaak);
- (40) stingels of tabakblare met die hand afstroop;
- (41) deurmekaar, tabakblare reguit lê;
- (42) toesig hou oor die stoom van tabak;
- (43) blikkies toets nadat hulle gesoldeer is;
- (44) in transparente met die hand toedraai;
- (45) bord in buise draai vir dooskouers;
- (46) sigaretverpakkingmasjiene dophou;
- (47) afweeg en aantekening hou van gewigte—nie elders gespesifiseer nie;
- (48) verpakte sigarete of tabak in buitenste omhulsels met die hand toedraai;

„graad II-werknemer, gekwalifiseer,” ’n graad II-werknemer met minstens een jaar ondervinding;

„graad II-werknemer, ongekwalifiseer,” ’n graad II-werknemer met minder as een jaar ondervinding;

„graad III-werknemer”, ’n werknemer wat in verband met die vervaardiging van sigarete, snuif, gekerfde of roltabak een of meer van die volgende werksaamhede verrig:—

- (1) Op afleweringswaens of voertuie help;
- (2) rantsoene kook;
- (3) boodskappe, briewe of goedere te voet of met ’n fiets (uitgesonderd ’n motorfiets), of handvoertuig aflewer;
- (4) sigaretdoses of omhulsels vir verpakkingmasjiene in rye plaas en/of opmaak (met die hand);
- (5) loogbewerking;
- (6) in oop en gestandaardiseerde houers verpak, nie elders gespesifiseer nie;
- (7) tabak in grootmaat, oor 16 ons en tot en met 10 pd., verpak;
- (8) deksels of plaatjies op lê of gevulde doosbakke of blikkies met die hand plaas;
- (9) houers verseel en/of bande om kiste slaan;

- (10) stirring flavouring or casing or colouring materials and/or ingredients, other than compounding;
- (11) trimming of hand-made cigarettes;
- (12) weighing to a set scale;

"labourer" means an employee employed in or in connection with the manufacture of cigarettes, snuff, cut or roll 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 of tobacco smalls;
- (5) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (6) cleaning tobacco or leaf by hand;
- (7) collecting, sorting and/or bundling used baling material;
- (8) cutting off butts by hand;
- (9) cutting paper from reels by hand;
- (10) damping tobacco or dipping it into liquid;
- (11) feeding cigarette making, sifting and mixing and/or drying machines;
- (12) gardening;
- (13) inserting cards and/or wedges by hand;
- (14) loading or unloading;
- (15) making, maintaining or drawing fires and/or removing refuse or ashes;
- (16) mixing tobacco into blends by hand;
- (17) moving, carrying or stacking articles;
- (18) oiling or greasing vehicles other than motor vehicles;
- (19) opening or closing boxes or bales, packages or other containers;
- (20) operating a hoist;
- (21) packing cigarettes into war emergency packings and operations incidental thereto;
- (22) packing tobacco in bulk (over 10 lb.);
- (23) picking out stems;
- (24) placing and/or turning over cut tobacco on conveyor belts;
- (25) placing tin, bag or packet on funnel;
- (26) pricking tins preparatory to soldering;
- (27) pushing or pulling a manually propelled vehicle;
- (28) removing tie leaves by hand;
- (29) ripping cigarettes by hand;
- (30) rubber stamping;
- (31) separating and straightening tobacco leaves on conveyor band or table;
- (32) sorting waste cigarettes or cigarette packets or boxes or wrapping material;
- (33) spraying tobacco;
- (34) stencilling—not elsewhere specified;
- (35) taking off and/or packing tobacco leaves from conveyor belt or table;
- (36) tending animals;
- (37) turning handle, feeding and taking off from a machine for tarring paper for tobacco bags;
- (38) turning over tobacco by hand (drying or in the process of fermentation);
- (39) untying butts 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;

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

"piece-work" means any system under which an employee's remuneration is 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, qualified," means a receiving clerk who has had not less than five years' experience;

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

"sectionman" means an employee, other than an artisan, who effects repairs to a machine and/or assembles and/or dismantles such machine and/or is in charge of a group of machines and is responsible for the efficient working of such machines and who may operate such machines;

- (10) geurbestanddele, of mengsel- of kleurmateriale en/of bestanddele roer, maar nie saamstel nie;
- (11) handgemaakte sigarette afwerk;
- (12) op 'n gestelde skaal afweeg;

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

- (1) Plaatjies of wiggies borsel of afwerk;
- (2) plaatjies of wiggies opvang, afweeg en/of bondel;
- (3) beskadigde sigaretdose met die hand skoonmaak;
- (4) tabakkleingood skoonmaak;
- (5) persele, installasie, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (6) tabak of blare met die hand skoonmaak;
- (7) gebruikte baalmateriaal bymekaarmaak, uitsoek en/of bondel;
- (8) ente met die hand afsny;
- (9) papier van rolle met die hand afsny;
- (10) tabak vogtig maak, of in vloeistof indooip;
- (11) sigaretvervaardigings-, sif-, en meng- en/of droogmasjiene bedien;
- (12) tuinmaak;
- (13) kaartjies en/of wiggies met die hand insit;
- (14) laai of aflaai;
- (15) vuurmaak, vure aan die brand hou of trek en/of afval of as verwyder;
- (16) tabak in mengsels met die hand vermeng;
- (17) artikels verskuif, dra of opstapel;
- (18) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (19) dose of bale, pakkette of ander houers oopmaak of toemaak;
- (20) 'n hystoestel bedien;
- (21) sigarette in oorlogsnoedpakkies verpak en bybehorende werksaamhede;
- (22) tabak in grootmaat verpak (oor 10 pd.);
- (23) stingels uitsoek;
- (24) gekerfde tabak op vervoerbande plaas en/of omdraai;
- (25) blikkie, sakkie of pakkie op vultregter plaas;
- (26) blikkies prik voordat hulle gesoldeer word;
- (27) 'n handvoertuig stoot of trek;
- (28) bindblare met die hand verwyder;
- (29) sigarette met die hand opbreek;
- (30) rubberstempelwerk;
- (31) tabakblare op vervoerband of tafel van mekaar skei en reguit lê;
- (32) afvalsigarette of -sigaretpakkies of -dose of -toedraai-materiaal sorteer;
- (33) tabak bespuit;
- (34) sjabloner—nie elders gespesifiseer nie;
- (35) tabakblare van vervoerbande of tafel afneem en/of verpak;
- (36) diere versorg;
- (37) slinger draai, 'n masjien voer of daarvan afneem vir aansmeer van teer aan papier vir tabaksakke;
- (38) tabak met die hand omdraai (droogmaak- of fermenteerproses);
- (39) ente met die hand losmaak;

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

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

"n masjien bedien", die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stopsit van 'n masjien (maar nie 'n ander lid van 'n masjienspersoneel wat 'n masjien mag stopsit nie) en omvat die uitvoering van lopende verstellings aan 'n masjien en verantwoordelik wees vir nasien en dophou van die kwaliteit van die werk wat deur sodanige masjien verrig word;

"deeltydse motorvoertuigdrywer", 'n werknemer wat vir hoogstens sewe uur op 'n dag 'n motorvoertuig dryf en vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig bestuur" alle tydperke wat bestuur word en alle tyd wat die drywer aan werk in verband met die voertuig of die vrag bestee;

"stukwerk", enige stelsel waarvolgens 'n werknemer se besoldiging berus op die hoeveelheid of omvang van die verrigte werk;

"ontvangklerk", 'n fabrieksklerklike werknemer wat eerste verantwoordelik is vir die ontvang, nasien, aantekening hou en/of distribusie van goedere of materiaal wat in 'n inrigting ontvang word;

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

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

"afdelingsman", 'n werknemer, uitgesonderd 'n vakman, wat herstellings uitvoer aan 'n masjien en/of sodanige masjien inmeekaarsit en/of uitmeekaarneem en/of in beheer is van 'n groep masjiene en verantwoordelik is vir die werking van sodanige masjiene en wat sodanige masjiene mag bedien;

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

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

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

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

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

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

"tobacco packer" means an employer engaged in the weighing and/or packing by hand of cut tobacco and/or navy cut and/or plug tobacco, into packets, pouches, bags or tins containing not more than 16 oz. net weight;

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

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

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

"wage" or "basic wage" shall mean 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.

(2) Unless the context denotes otherwise 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 vice versa.

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

4. REMUNERATION.

(1) Subject to sub-sections (4) and (5) of this section, the minimum wage and the 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	5 0	3	8 0	12	13 0
Assistant foreman.....	6	6 0	3	1 0	9	7 0
Artisan.....	9	18 0	3	8 0	13	6 0
Supervisor.....	5	10 0	2	12 0	8	2 0
Examiner qualified.....	4	17 6	2	10 6	7	8 0
Examiner, unqualified—						
During first six months of experience.....	3	0 0	1	7 6	4	7 6
During second six months of experience.....	3	17 6	2	0 0	5	17 6
Sectionman, qualified.....	7	15 0	3	8 0	11	3 0
Sectionman, unqualified—						
During first year of experience.....	4	10 0	2	4 0	6	14 0
During second year of experience.....	5	12 0	2	16 6	8	8 6
During third year of experience.....	6	14 0	3	8 0	10	2 0
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, qualified.....	7	1 6	3	8 0	10	9 6
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, unqualified—						
During first year of experience.....	3	0 0	1	7 6	4	7 6
During second year of experience.....	3	19 6	2	0 0	5	19 6
During third year of experience.....	4	19 6	2	8 0	7	7 6
During fourth year of experience.....	6	1 0	3	1 0	9	2 0
During fifth year of experience.....	6	9 0	3	1 0	9	10 0
Factory clerical employee, female, qualified.....	4	17 6	2	8 0	7	5 6

„afdelingsman, gekwalifiseer,” ’n afdelingsman met minstens drie jaar ondervinding;

„afdelingsman, ongekwalifiseer,” ’n afdelingsman met minder as drie jaar ondervinding;

„korttyd,” ’n tydelike vermindering van die gewone werkkure as gevolg van bedryfslapte, tekort aan grondstowwe, in algemene onklaarraking van installasie of masjinerie wat deur ’n ongeluk of ander onvoorsiene noodgeval veroorsaak word, of staking van werk wat op versoek van die meerderheid van die werknemers in ’n afdeling of onderafdeling daarvan, toegestaan word;

„stoorman,” ’n werknemer wat fabrieksklerklike werksaamhede verrig en wat in algemene beheer van voorrade of afgewerkte produkte is en wat eerste verantwoordelik is vir die ontvang, bære, verpakking of uitpak van goedere in ’n stoor of pakhuis en/of aflewering van goedere uit ’n stoor of pakhuis aan die verbruiksafdelings in ’n inrigting, of vir versending;

„stoorman, gekwalifiseer,” ’n magasynmeester met minstens vyf jaar ondervinding;

„stoorman, ongekwalifiseer,” ’n magasynmeester met minder as vyf jaar ondervinding;

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

„tabaknywerheid,” of „nywerheid”, die nywerheid waarin werkgewers en werknemers in inrigtings geassosieer is vir die vervaardiging of verpakking van sigarette, snuff, kerftabak, of roltabak, met inbegrip van alle bybehorende en gevolglike werksaamhede van sodanige vervaardiging of verpakking wat uitgeoefen word deur die werknemers van sodanige werkgewers in of in verband met ’n inrigting;

„tabakverpakker,” ’n werknemer wat tabak en/of „navy cut” en/of pruimtabak afweeg en/of verpak in pakkies, tabak-sakkies, sakkies of blikkies wat hoogstens 16 ons netto gewig bevat;

„tabakverpakker, gekwalifiseer,” ’n tabakverpakker met minstens een jaar ondervinding;

„tabakverpakker, ongekwalifiseer,” ’n tabakverpakker met minder as een jaar ondervinding;

„spanleier,” ’n werknemer wat onder toesig van ’n voorman/voorvrou, assistent-voorman/assistent-voorvrou of opsigter, werk aan werknemers uitdeel en wat self dieselfde werk verrig as wat deur die werknemers verrig word;

„loon” of „basiese loon”, daardie gedeelte van die besoldiging, uitgesonderd lewenskostetoelae, wat kragtens artikel 4 (1) of 4 (4) aan ’n werknemer ten opsigte van sy gewone werkkure betaal moet word.

(2) Tensy die teenoorgestelde uit die samehang blyk, omvat woorde wat die enkelvoud aandui ook die meervoud en omgekeerd; woorde wat alleen die manlike geslag aandui omvat ook die vroulike geslag, en omgekeerd.

Woorde wat alleen persone aandui, omvat ook maatskappye en firmas, uitgesonderd waar dit uitdruklik anders bepaal word.

4. BESOLDIGING.

(1) Behoudens soos bepaal in subartikels (4) en (5) van hierdie artikel, is die minimum loon en die lewenskostetoelae wat ’n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, soos hieronder uiteengeset; met dien verstande dit vir die indeling van ’n werknemer dit beskou moet word dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

	Loon per week.		L.K.T. per week.		Totaal per week.	
	£	s. d.	£	s. d.	£	s. d.
Voorman.....	9	5 0	3	8 0	12	13 0
Assistent-voorman.....	6	6 0	3	1 0	9	7 0
Vakman.....	9	18 0	3	8 0	13	6 0
Opsigter.....	5	10 0	2	12 0	8	2 0
Ondersoeker, gekwalifiseer.....	4	17 6	2	10 6	7	8 0
Ondersoeker, ongekwalifiseer—						
Eerste ses maande ondervinding.....	3	0 0	1	7 6	4	7 6
Tweede ses maande ondervinding.....	3	17 6	2	0 0	5	17 6
Afdelingsman, gekwalifiseer.....	7	15 0	3	8 0	11	3 0
Afdelingsman, ongekwalifiseer—						
Eerste jaar ondervinding.....	4	10 0	2	4 0	6	14 0
Tweede jaar ondervinding.....	5	12 0	2	16 6	8	8 6
Derde jaar ondervinding.....	6	14 0	3	8 0	10	2 0
Klerklike fabriekswerknemer, manlik, versendingsklerk, ontvangklerk en stoorman, gekwalifiseer.....	7	1 6	3	8 0	10	9 6
Klerklike fabriekswerknemer, manlik, versendingsklerk, ontvangklerk en stoorman, ongekwalifiseer—						
Eerste jaar ondervinding.....	3	0 0	1	7 6	4	7 6
Tweede jaar ondervinding.....	3	19 6	2	0 0	5	19 6
Derde jaar ondervinding.....	4	19 6	2	8 0	7	7 6
Vierde jaar ondervinding.....	6	1 0	3	1 0	9	2 0
Vyfde jaar ondervinding.....	6	9 0	3	1 0	9	10 0
Klerklike fabriekswerknemer, vroulik, gekwalifiseer.....	4	17 6	2	8 0	7	5 6

	Wage per Week.			C.O.L.A. per Week.			Total per Week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Factory clerical employee, female, unqualified—									
During first year of experience.	2	10	0	1	2	3	3	12	3
During second year of experience.	3	0	0	1	7	6	4	7	6
During third year of experience.	3	11	0	1	16	9	5	7	9
During fourth year of experience.	4	0	6	2	4	0	6	4	6
Motor vehicle drivers of—									
Cars.	4	8	6	2	4	0	6	12	6
Vans and lorries—									
Up to and including 6,000 lb. unladen weight.	5	10	0	2	12	0	8	2	0
Over 6,000 lb. unladen weight.	6	10	0	3	1	0	9	11	0
Over 8,000 lb. unladen weight.	7	15	0	3	8	0	11	3	0
Part-time motor vehicle driver.	3	0	6	1	10	6	4	11	0
Doorman and/or commissionaires (other than opening and closing of doors only).	5	2	0	2	12	0	7	14	0
Handyman.	4	6	0	2	4	0	6	10	0
Chargehand.	4	1	0	2	4	0	6	5	0
Teamleader—									
Of Grade IA employees.	4	19	6	2	8	0	7	7	6
Of Grade IB employees.	4	8	6	2	4	0	6	12	6
Of Grade II employees.	3	6	0	1	13	3	4	19	3
Of labourers.	2	18	0	1	7	6	4	5	6
Grade IA employees, qualified.	4	12	6	2	10	6	7	3	0
Grade IA employees, unqualified—									
During first three months experience.	1	19	0	0	18	3	2	17	3
During next six months experience.	2	12	0	1	4	9	3	16	9
During next six months experience.	3	4	6	1	10	6	4	15	0
During next six months experience.	3	14	0	1	16	9	5	10	9
During next three months experience.	4	0	6	2	4	0	6	4	6
Grade IB employees, qualified.	4	0	6	2	6	0	6	6	6
Grade IB employees, unqualified—									
During first three months experience.	1	19	0	0	18	3	2	17	3
During next six months experience.	2	5	6	1	2	3	3	7	9
During next six months experience.	2	10	6	1	4	9	3	15	3
During next six months experience.	3	0	0	1	7	6	4	7	6
During next three months experience.	3	10	0	1	13	3	5	3	3
Tobacco packers, qualified.	3	15	6	2	2	0	5	17	6
Tobacco packers, unqualified—									
During first three months experience.	1	19	0	0	18	3	2	17	3
During next three months experience.	2	7	0	1	2	3	3	9	3
During next three months experience.	2	15	0	1	4	9	3	19	9
During next three months experience.	3	5	0	1	10	6	4	15	6
Grade II employees, qualified.	3	0	6	1	11	6	4	12	0
Grade II employees, unqualified—									
During first three months experience.	1	19	0	0	18	3	2	17	3
During next three months experience.	2	5	0	1	0	9	3	5	9
During next three months experience.	2	10	0	1	2	3	3	12	3
During next three months experience.	2	15	0	1	4	9	3	19	9
Grade III employees.	2	8	0	1	3	3	3	11	3
Watchmen.	3	0	6	1	12	0	4	12	6
Boiler attendant, and driver of animal-drawn vehicles.	2	13	0	1	5	9	3	18	9
Labourers.	2	5	0	1	1	9	3	6	9
Employees not elsewhere specified	3	0	6	1	11	6	4	12	0

The special cost of living allowance referred to in section 4 (8) is included in items underlined.

	Loon per week.			L.K.T. per week.			Totaal per week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Klerklike fabriekswerknemer, vroulik, ongekwalifiseer—									
Eerste jaar ondervinding.	2	10	0	1	2	3	3	12	3
Tweede jaar ondervinding.	3	0	0	1	7	6	4	7	6
Derde jaar ondervinding.	3	11	0	1	16	9	5	7	9
Vierde jaar ondervinding.	4	0	6	2	4	0	6	4	6
Motorvoertuigdrywers van—									
Motorkarre.	4	8	6	2	4	0	6	12	6
Bestelwaens en vragmotors—									
Tot en met 6,000 lb. gewig sonder vrag.	5	10	0	2	12	0	8	2	0
Oor 6,000 lb. gewig sonder vrag.	6	10	0	3	1	0	9	11	0
Oor 8,000 lb. gewig sonder vrag.	7	15	0	3	8	0	11	3	0
Deeltydse motorvoertuigdrywer.	3	0	6	1	10	6	4	11	0
Deurwagte en/of commissionaires (uitgesonderd slegs oopmaak en toemaak van deure).	5	2	0	2	12	0	7	14	0
Handlanger.	4	6	0	2	4	0	6	10	0
Onderbaas.	4	1	0	2	4	0	6	5	0
Spanleier—									
Van graad IA-werknemers.	4	19	6	2	8	0	7	7	6
Van graad IB-werknemers.	4	8	6	2	4	0	6	12	6
Van graad II-werknemers.	3	6	0	1	13	3	4	19	3
Van arbeiders.	2	18	0	1	7	6	4	5	6
Graad IA-werknemers, gekwalifiseer.	4	12	6	2	10	6	7	3	0
Graad IA-werknemers, ongekwalifiseer—									
Eerste drie maande ondervinding.	1	19	0	0	18	3	2	17	3
Volgende ses maande ondervinding.	2	12	0	1	14	9	3	16	9
Volgende ses maande ondervinding.	3	4	6	1	10	6	4	15	0
Volgende ses maande ondervinding.	3	14	0	1	16	9	5	10	9
Volgende drie maande ondervinding.	4	0	6	2	4	0	6	4	6
Graad IB-werknemers, gekwalifiseer.	4	0	6	2	6	0	6	6	6
Graad IB-werknemers, ongekwalifiseer—									
Eerste drie maande ondervinding.	1	19	0	0	18	3	2	17	3
Volgende ses maande ondervinding.	2	5	6	1	2	3	3	7	9
Volgende ses maande ondervinding.	2	10	6	1	4	9	3	15	3
Volgende ses maande ondervinding.	3	0	0	1	7	6	4	7	6
Volgende drie maande ondervinding.	3	10	0	1	13	3	5	3	3
Tabakverpakkers, gekwalifiseer.	3	15	6	2	2	0	5	17	6
Tabakverpakkers, ongekwalifiseer—									
Eerste drie maande ondervinding.	1	19	0	0	18	3	2	17	3
Volgende drie maande ondervinding.	2	7	0	1	2	3	3	9	3
Volgende drie maande ondervinding.	2	15	0	1	4	9	3	19	9
Volgende drie maande ondervinding.	3	5	0	1	10	6	4	15	6
Graad II-werknemers, gekwalifiseer.	3	0	6	1	11	6	4	12	0
Graad II-werknemers, ongekwalifiseer—									
Eerste drie maande ondervinding.	1	19	0	0	18	3	2	17	3
Volgende drie maande ondervinding.	2	5	0	1	0	9	3	5	9
Volgende drie maande ondervinding.	2	10	0	1	2	3	3	12	3
Volgende drie maande ondervinding.	2	15	0	1	4	9	3	19	9
Graad III-werknemers.	2	8	0	1	3	3	3	11	3
Wagte.	3	0	6	1	12	0	4	12	6
Ketelbedieners en drywers van diervoertuie.	2	13	0	1	5	9	3	18	9
Arbeiders.	2	5	0	1	1	9	3	6	9
Werknemers nie elders genoem nie.	3	0	6	1	11	6	4	12	0

Die onderstreepte syfers omvat die spesiale lewenskostoelae wat in artikel 4 (8) genoem word.

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

(a) All employees who qualify for an increase during the period 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.

(b) 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 and cost of living allowance 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 rates were the minimum in respect of that employee.

(5) *Differential Wage.*—An employer who requires or permits a member of one class of his employees 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 such employee on the following basis:—

(a) In respect of a labourer for any period during which he performs work on a differential basis in respect of a class of employee—

(i) for which a rising scale of wages is prescribed, an addition of 20 per cent of a labourer's wage for the whole day on which such work is performed plus cost of living allowance relative to the wage earned on that day;

(ii) for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate for the whole day on which such work is performed plus cost of living allowance relative to the wage earned on that day.

(b) In respect of an employee other than a labourer who performs work on a differential basis for longer than one hour in the aggregate on any day in respect of a class of employee—

(i) for which a rising scale of wages is prescribed an addition of 20 per cent of the wage of the lower class for the whole day on which such work is performed plus cost of living allowance relative to the wage earned on that day;

(ii) for which no rising scale of wages is prescribed, the wage calculated at such higher wage rate for the whole day on which such work is performed plus cost of living allowance relative to the wage earned on that day.

Provided that—

(a) where the sole difference between classes is in terms of sub-section (i) of this section based on experience the provisions of this sub-section shall not apply;

(b) the provisions of this sub-section shall not apply to an assistant foreman or an assistant forewoman when acting for a foreman or forewoman unless he/she so acts for a continuous period of not less than one week at any one time when it shall apply to the period in excess of such one week;

(c) an employer may not require or permit an employee to perform in any one grade work which qualifies him/her for a differential wage in terms of this sub-section for a continuous period of more than three months in a calendar year.

(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 wage and cost-of-living allowance 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 plus cost of living allowance shall be multiplied by 4½.

(b) *Calculation of Weekly Wage.*—For the purpose of calculating the weekly wage and cost of living allowance of an employee who is paid monthly, the monthly wage shall be divided by 4½.

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

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

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

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

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

(5) *Differensiële lone.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om enige werk van 'n ander klas te verrig waarvoor 'n hoër loon of 'n stygende loonskaal met 'n hoër gekwalifiseerde loon-kragtens subartikel (1) van hierdie artikel voorgeskryf is, moet sodanige werknemer op die volgende grondslag besoldig:—

(a) Ten opsigte van 'n arbeider vir enige tydperk waarin hy werk op 'n differensiële grondslag ten opsigte van 'n klas werknemer verrig—

(i) vir wie 'n stygende loonskaal voorgeskryf word, 'n bykomende 20 persent van 'n arbeider se loon vir die hele dag waarop sodanige werk verrig word, plus 'n lewenskostoelae met betrekking tot die loon wat op daardie dag verdien is;

(ii) vir wie geen stygende loonskaal voorgeskryf word nie, die loon bereken teen sodanige hoër loonskaal vir die hele dag waarop sodanige werk verrig word, plus 'n lewenskostoelae met betrekking tot die loon wat op daardie dag verdien is.

(b) In die geval van 'n werknemer, uitgesonderd 'n arbeider, wat werk op 'n differensiële grondslag vir langer as altesame een uur op enige dag ten opsigte van 'n klas werknemer verrig—

(i) vir wie 'n stygende loonskaal voorgeskryf word, 'n bykomende 20 persent van die loon van die laer klas vir die hele dag waarop sodanige werk verrig word, plus 'n lewenskostoelae met betrekking tot die loon wat op daardie dag verdien is;

(ii) vir wie geen stygende loonskaal voorgeskryf word nie, die loon bereken teen sodanige hoër loonskaal vir die hele dag waarop sodanige werk verrig word, plus 'n lewenskostoelae met betrekking tot die loon wat op dié dag verdien is;

met dien verstande dat—

(a) as die enigste verskil tussen klasse kragtens subartikel (1) van hierdie artikel op ondervinding gebaseer is, die bepaling van hierdie subartikel nie van toepassing is nie;

(b) die bepaling van hierdie subartikel nie op 'n assistent-voorman of 'n assistent-voorgewoon van toepassing is nie wanneer daar vir 'n voorman of voorgewoon waargeneem word, tensy hy/sy vir 'n ononderbroke tydperk van minstens een week te eniger tyd waarneem, en welke geval dit op die tydperk van meer as sodanige week van toepassing is;

(c) 'n werkgewer nie van 'n werknemer mag vereis of hom toelaat om werk te verrig en enige graad wat hom/haar vir 'n differensiële loon kragtens hierdie subartikel vir 'n onafgebroke tydperk van meer as drie maande in 'n kalenderjaar kwalifiseer nie.

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

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

(a) *Berekening van maandloon.*—Ten einde die maandloon van 'n werknemer te bereken vir wie 'n weekloon voorgeskryf is, moet die weekloon plus lewenskostoelae met vier en een-derde vermenigvuldig word.

(b) *Berekening van weekloon.*—Ten einde die weekloon en die lewenskostoelae van 'n werknemer te bereken wat maandeliks besoldig word, moet die maandloon deur vier en een-derde gedeel word.

(c) *Calculation of Hourly Wage.*—The hourly wage plus cost of living allowance of an employee shall be calculated by dividing the weekly wage by 42½.

(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, subject to the following:—

(a) The cost of living allowance on that effective as at 2nd October, 1952, shall not be decreased during the period of this Agreement, irrespective of any amendment thereto which decreases or repeals the said allowance.

(b) In the event of the said War Measure being so amended that the allowance payable shall be increased, such amendment shall become operative; any subsequent amendment decreasing the allowance shall be effective only to the extent that the allowance shall not be lower than that detailed in clause (a) of this sub-section.

(c) In addition to the cost of living allowance payable in terms of this sub-section and notwithstanding anything to the contrary contained in this section a special cost of living allowance at the following rates shall be payable to the undermentioned grades of employees during the period of this Agreement, subject to the proviso that in the event of the cost of living allowance in terms of War Measure No. 43 of 1942 being increased the special cost of living allowance payable in terms of this sub-section shall be offset against such increases.

Examiner, qualified.....	2s. 6d. per week.
Grade IA employee, qualified.....	2s. 6d. per week.
Grade IB employee, qualified.....	2s. 0d. per week.
Tobacco packers, qualified.....	2s. 0d. per week.
Grade II employees, qualified.....	1s. 0d. per week.
Grade III employee.....	1s. 0d. per week.
Watchman.....	1s. 6d. per week.
Boiler attendant and driver of animal-drawn vehicles.....	1s. 0d. per week.
Labourers.....	1s. 0d. per week.
Employees not elsewhere specified..	1s. 0d. per week.

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

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

5. PAYMENT OF 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 wage, the number of ordinary and overtime hours worked, the wage 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, council fees, contributions prescribed under the Unemployment Insurance Act, No. 53 of 1946, and contributions to pensions, provident, sick benefit fund fees and any other deductions made; provided that where an agreement in terms of section 23 (1) (ii) 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 preceding 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) *Boarding and Lodging.*—Save as provided in any law, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(c) *Berekening van uurloon.*—Die uurloon plus die lewenskoste-toelae van 'n werknemer moet bereken word deur die weekloon deur 42½ te deel.

(8) *Lewenskostetoelae.*—Die lewenskostetoelae wat betaal moet word, is dié wat ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, behoudens die volgende betaalbaar is:—

(a) Die lewenskostetoelae op die lone wat op 2 Oktober 1952 van krag is, mag nie gedurende die looptyd van hierdie Ooreenkoms verminder word nie, ongeag enige wysiging daarvan wat genoemde toelae verminder of herroep.

(b) Ingeval genoemde Oorlogsmaatreël so gewysig word dat die toelae wat betaalbaar is, verhoog moet word, word sodanige wysiging van krag; enige daaropvolgende wysiging wat die toelae verminder, is slegs in dié mate van krag dat die toelae nie minder mag wees as dié wat in klousule (a) van hierdie subartikel voorgeskryf word nie.

(c) Benewens die lewenskostetoelae wat kragtens hierdie subartikel betaalbaar is, en ondanks andersluidende bepalinge in hierdie artikel, is 'n spesiale lewenskostetoelae teen die volgende skale gedurende die looptyd van hierdie Ooreenkoms aan ondergenoemde grade werknemers betaalbaar, onderhewig aan die voorbehoud dat ingeval die lewenskostetoelae kragtens Oorlogsmaatreël No. 43 van 1942 verhoog word, die spesiale lewenskostetoelae wat kragtens hierdie subartikel betaalbaar is, van sodanige verhogings afgetrek moet word.

Ondersoeker, gekwalifiseer.....	2s. 6d. per week.
Graad IA-werknemer, gekwalifiseer..	2s. 6d. per week.
Graad IB-werknemer, gekwalifiseer..	2s. 0d. per week.
Tabakverpakkers, gekwalifiseer.....	2s. 0d. per week.
Graad II-werknemers, gekwalifiseer..	1s. 0d. per week.
Graad III-werknemer.....	1s. 0d. per week.
Wag.....	1s. 6d. per week.
Ketelbediener en drywer van diervoertuie.....	1s. 0d. per week.
Arbeiders.....	1s. 0d. per week.
Werknemers nie elders genoem nie..	1s. 0d. per week.

(9) *Bevordering.*—As 'n vakature in 'n inrigting ontstaan in 'n graad of klas werk waarvoor 'n hoër loon, of in die geval van 'n stygende loonskaal 'n hoër kwalifiseerloon voorgeskryf is as wat aan ander werknemers in sodanige inrigting betaal moet word, moet die werkgever sodanige vakature deur een van sy werknemers van 'n laer graad vul; met dien verstande dat as daar spesiale redes bestaan, die werkgever die vakature deur aanstelling van 'n nuwe werknemer mag vul en voorts met dien verstande dat as 'n ervare werknemer van sodanige graad of klas nodig is en sodanige werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie.

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

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens soos bepaal in artikel 7 (2), moet enige bedrag verskuldig aan 'n werknemer, weekliks, of maandeliks, indien die werkgever en werknemer aldus skriftelik ooreengekom het, gedurende die werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word en moet in 'n geslote koevert wees met, aan die buitekant, die werkgever en werknemer se name, die werknemer se fabrieksnummer, bedryf, klassifikasie en loonskaal, die getal gewone en oortydure gewerk, die lone ten opsigte van elk betaal, die bonusbedrag, aanpassing, lewenskostetoelae, of enige ander betaling wat gedoen is, die totale besoldiging wat betaal word, en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en die bedrag wat afgetrek word vir vakverenigingsgelde, raadsgelde, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, en bydraes aan pensioen-, voorsorgs-, siektefonds en enige ander aftrekkings; met dien verstande dat as 'n ooreenkoms ingevolge artikel 23 (1) (ii) aangegaan is vir 'n diensopseggingstyd van langer as een week, besoldiging aan die end van elke sodanige langer tydperk betaal kan word.

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

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

(4) *Premies.*—Geen betaling mag regstreeks of onregstreeks ten opsigte van die inliënsneming of opleiding van enige werknemer aan 'n werkgever gedoen of deur hom aangeneem word nie.

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

(6) *Losies en inwoning.*—Behoudens soos bepaal in 'n wet, kan 'n werkgever nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek deur hom aangewys, losies en/of inwoning aan te neem nie.

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

- (a) A deduction for council funds, sick benefit fund, contributions prescribed by the Unemployment Act, No. 53 of 1946, pensions and provident funds, and with the consent of the employee for fees due to the National Union of Cigarette and Tobacco Workers (Johannesburg Branch) and holiday or savings funds.
- (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 or at the written request of an employee is required or permitted to make.
- (d) Whenever the ordinary hours of work prescribed in section 6 (1) are reduced on account of short-time, a deduction of the wage plus cost of living allowance for one hour, based on the wage and cost of living prescribed in section 4 (1) or 4 (4) and calculated in accordance with section 4 (7) (c), in respect of each hour of such reduction; provided that such deduction shall not exceed the wage and cost of living allowance for six hours of such employee in any one week, 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, 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, wet weather or other unforeseen emergency in respect of the first hour not worked.
- (e) Whenever upprotective clothing owned by the employer is not returned or is lost by an employee, a deduction not exceeding £1 (one pound) in respect of each set of protective clothing other than aprons, and 5s. (five shillings) in respect of each apron, in accordance with sub-section (4) of section 14.
- (f) A deduction in respect of Van Riebeeck Day and Union Day on which an employee is neither required nor permitted to work, of the amount which would be due if he had worked on such day.

6. HOURS OF WORK, ORDINARY 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-two and one-half in any week from Thursday to Wednesday inclusive;
 - (ii) eight and three-quarters 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) eight hours 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 eight and three-quarters in any day.

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

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

(5) *Rest Intervals.*—An employer shall grant to each of his employees other than a nightwatchman 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) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemers geen boetes opleë of enige bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd onderstaande:—

- (a) Aftrekkings vir raadsfondse en die siektebystandfonds en bydraes voorgeskryf kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, pensioen- en voorsorgfondse en, met toestemming van die werknemer, vir die National Union of Cigarette and Tobacco Workers (Johannesburg Branch) en verlof- of spaarfondse.
- (b) Behoudens soos bepaal in artikel 8, as sy werknemer van die werk af wegbly, of afwesig is weens 'n ongeluk of siekte, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid.
- (c) 'n Aftrekking van enige bedrag wat 'n werkgewer ingevolge 'n wet of 'n bevel van 'n bevoegde hof of die skriftelike versoek van 'n werknemer, verplig of toegelaat word om af te trek.
- (d) Wanneer die gewone werkure wat in artikel 6 (1) voorgeskryf word, vanweë korttyd verminder word, 'n aftrekking van die loon plus lewenskostoelae vir een uur, gebaseer op die loon en lewenskostoelae voorgeskryf in artikel 4 (1) of 4 (4) en bereken ooreenkomstig artikel 4 (7) (c) ten opsigte van elke uur van sodanige aftrekking; met dien verstande dat sodanige aftrekking nie die loon en lewenskostoelae van sodanige werknemer vir ses uur in een week mag oorskry nie, ongeag die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen aftrekking soos volg gedoen mag word nie:—
 - (i) in die geval van korttyd wat ontstaan uit 'n tydelike bedryfslapte of tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - (ii) in die geval van korttyd wat ontstaan deur 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeluk, nat weer of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie.
- (e) Wanneer beskermende klere wat die werkgewer se eiendom is, nie deur die werknemer teruggegee word nie, of deur hom verloor word, 'n aftrekking van hoogstens £1 (een pond) ten opsigte van elke stel beskermende klere, uitgesonderd voorskote, en 5s. (vyf shillings) ten opsigte van elke voorskoot ooreenkomstig subartikel (4) van artikel 14.
- (f) Ten opsigte van Van Riebeeckdag en Uniedag waarop 'n werknemer nóg verplig nóg toegelaat word om te werk, 'n aftrekking van die bedrag wat aan hom verskuldig sou gewees het as hy op sodanige dag gewerk het.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag onderstaande nie oorskry nie:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n wag—
 - (i) 42½ uur in 'n week van Donderdag tot en met Woensdag;
 - (ii) agt-en-driekwart uur op 'n dag;
 - (iii) 'n week tel slegs vyf dae. Behoudens soos bepaal in subartikel 10 (c) van hierdie artikel, mag nie op 'n Saterdag gewerk word nie;
- (b) in die geval van 'n wag—
 - (i) 48 uur in 'n week van Donderdag tot en met Woensdag;
 - (ii) agt uur per skof;
 - (iii) 'n week kan uit ses skofte bestaan.

(2) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om tussen ses uur nm. en ses uur vm. te werk nie.

(3) Die gewone werkure van 'n los werknemer mag nie meer as agt-en-driekwart uur per dag wees nie.

(4) *Etensonderbrekings.*—'n Werkgewer kan nie vereis of toelaat dat sy werknemer langer as vyf uur op 'n dag ononderbroke werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en sodanige onderbreking mag nie as deel van die gewone werkure of oortyd gereken word nie; met dien verstande dat—

- (a) as die onderbreking langer as een uur duur, elke tydperk bo een uur as gewone werkure gereken moet word;
- (b) werktydperke onderbreek deur 'n pouse van minder as een uur as ononderbroke gereken moet word.

(5) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag, in diens in of by sy inrigting, 'n ruspouse van minstens tien minute toestaan so na as moontlik in—

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

waarin nie van die werknemer vereis of hy toegelaat kan word om enige werk te verrig nie en die ruspouse word as deel van die gewone werkure gereken.

(6) *Werkure moet opeenvolgend wees.*—Behoudens soos bepaal in subartikels (4) en (5) van hierdie artikel, moet alle werkure opeenvolgend wees.

(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 of—

- (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 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.

(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 his employee at the rate of not less than one and one-half times his wage and cost of living allowance combined, 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 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.

(15) *Turning of Tobacco whilst in the Process of Fermentation.*—An employee engaged in this operation shall not be permitted to perform such work for a longer period than three months during any six consecutive months.

7. ANNUAL LEAVE.

(1) Save as provided in 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 two consecutive weeks plus three working days on full pay.

(b) In the case of an employee who commenced work after the 15th January of the calendar year to which such leave relates, one day in respect of each completed month of employment on full pay; provided that an employer may require such employee to take additional leave without pay up to a total period of leave not exceeding two consecutive weeks and three working days. For the purpose of this sub-section one day's pay shall mean one-fifth of the employee's weekly wage plus the relative cost of living allowance.

(7) Dit word beskou dat 'n werknemer werk bo en behalwe enige tydperk wanneer hy werklik werk—

(a) gedurende die hele onderbreking van sy werk, as—

- (i) hy nie vry is om die perseel van sy werkgever vir die hele onderbreking te verlaat nie; of
- (ii) die duur van die onderbreking nie in die aantekeninge aangetoon word wat ingevolge artikel nege van die Wet op Fabrieke, Masjinerie en Bouwerk, gehou moet word nie; en

(b) gedurende enige ander tydperk wanneer hy op die perseel van sy werkgever is;

met dien verstande dat as daar bewys word dat enige sodanige werknemer nie gewerk het nie en dit hom vry gestaan het om die perseel te verlaat gedurende enige gedeelte van enige tydperk genoem in paragraaf (b), die vooropstelling waarvoor in hierdie subartikel voorsiening gemaak word, nie op die werknemer met betrekking tot daardie gedeelte van die tydperk van toepassing is nie.

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

(9) *Oortyd.*—Alle tyd gewerk bo die maksimum getal ure ten opsigte van die dag of die week in subartikels (1) en (3) van hierdie artikel voorgeskryf, word as oortyd beskou.

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

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

- (i) behoudens soos bepaal in subartikel (c), langer as twee uur op 'n dag;
- (ii) langer as tien uur in 'n week;

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

- (i) langer as twee uur op 'n dag;
- (ii) op meer as drie opeenvolgende dae;
- (iii) meer as tien uur in 'n week;
- (iv) op meer as 60 dae in 'n jaar;
- (v) na beëindiging van haar gewone werkure, langer as een uur op 'n dag, tensy hy—

- (1) die werknemer voor 12-uur middag daarvan in kennis gestel het; of
- (2) aan die werknemer 'n toereikende ete verskaf het alvorens sy met oortyd moet begin; of
- (3) die werknemer betyds 'n toelae van 1s. 6d. betaal het om die werknemer in staat te stel om 'n maaltyd te nuttig voordat met oortyd begin moet word;

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

(11) *Besoldiging vir oortyd.*—'n Werkgever moet besoldiging aan sy werknemer betaal teen minstens een-en-n-halfmaal sy loonskaal en lewenskostetoelae tesame, ten opsigte van alle oortyd deur die werknemer gewerk en die oortyd moet die totaal wees van alle tydperke van oortyd gedurende 'n week gewerk en enige orige gedeelte van 'n uur moet as 'n uur gereken word.

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

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

(14) *Voorbehoude.*—Die bepalings van subartikels (6) en (10) van hierdie artikel is nie van toepassing op 'n manlike werknemer wat werk verrig wat noodsaak word deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval of in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, en die bepalings van subartikels (4), (5), (7) en (10) van hierdie artikel is nie op 'n wag van toepassing nie.

(15) *Omdraai van tabak gedurende fermenteerproses.*—'n Werknemer wat hierdie klas werk verrig, kan nie toegelaat word om daardie werk vir langer as drie opeenvolgende maande in 'n tydperk van ses opeenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subartikels (c) en (d) van hierdie artikel, moet 'n werkgever aan sy werknemer jaarlikse verlof ten opsigte van elke kalenderjaar toestaan wat gedurende die tweede helfte van Desember in daardie jaar soos volg moet begin:—

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

(b) In die geval van 'n werknemer wat na 15 Januarie van die kalenderjaar waarop die verlof betrekking het, begin werk het, een dag met volle besoldiging ten opsigte van elke volle maand diens; met dien verstande dat 'n werkgever van 'n werknemer kan vereis om bykomende verlof sonder besoldiging te neem ten totale van hoogstens twee opeenvolgende weke en drie werkdade. Vir die toepassing van hierdie subartikel beteken „een dag se besoldiging” een-vyfde van die werknemer se weekloon, plus die betrokke lewenskostetoelae.

- (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 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.
- (e) Whenever any public holidays as defined in section 9 (1) fall within the period of such leave such holidays shall be added to the said period as a further period of leave of absence on the following basis:—
- Should the said public holiday be observed on an ordinary working day such holiday shall be added to the period of leave on full pay.
 - Should the said public holiday fall on a Saturday it shall be observed and paid for in terms of section 9 (3).
- (f) An employer may offset against such period of leave any day of occasional leave other than sick leave, in terms of section 8, granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.
- (g) The period of such leave shall not be concurrent with sick leave in terms of section 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912.

(2) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-section (1) of this section shall be paid to the last work 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) accrued, shall, upon such termination be paid in respect of each completed month of such period of less than one calendar year not less than one full day's pay based on the weekly wage which he was receiving immediately before the date of such termination; provided that the relative cost of living allowance is added to the wage applicable.

(4) An employee who is engaged on piece-work shall have his wage for the purpose of this section based on the average wage he earned for ordinary time worked for the nearest three weeks on full time prior to such holiday leave to which must be added the relative cost of living allowance.

(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-section (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—

- absent on leave in terms of sub-section (1);
- required to undergo training under the South Africa Defence Act, 1912;
- absent from work on the instructions of or at the request of his employer;
- absent for a period not exceeding fourteen weeks due to illness, accident or confinement in terms of section 23 of the Factories Act, provided such period or periods of absence is supported by a certificate from a registered medical practitioner in proof of incapacitation for work, which incapacitation shall not be due to misconduct or wilful neglect of the person concerned; further provided that such period of fourteen weeks shall only apply to such persons who are in the employ of the same employer when annual leave payments are made when an establishment closes for annual leave;

and shall be deemed to commence on the date on which the employee last became entitled to annual leave or the date of his engagement, whichever is the later.

8. SICK LEAVE.

An employer shall grant to his employee who is absent from work—

- through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, 85 working hours' sick leave in the aggregate during any one year of employment with him and shall pay to him not later than the second pay day after his return to work his hourly wage calculated as defined in section 4 (7) (c), multiplied by the number of hours of sick leave to which he is entitled; 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;

(c) Ondanks die bepalings van subartikels (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal verlofdae met volle besoldiging kragtens die genoemde subartikels aan nie meer as vyf persent van sy werknemers op sodanige ander tyd gedurende Desember en/of Januarie onmiddellik daaropvolgende toe te staan, as wat vir die doeltreffende uitoefening van sy besigheid nodig mag wees.

(d) Van 'n maandeliks besoldigde werknemer kan vereis word of hy kan toegelaat word om die jaarlikse verlof met volle besoldiging, in subartikel (a) en (b) voorgeskryf, op enige ander tyd te neem, maar so dat dit nie later as binne twee maande na voltooiing van elke jaar diens waarop die verlof betrekking het, begin nie.

(e) Wanneer openbare vakansiedae, soos bepaal in artikel 9, (1) binne die tydperk van die verlof val, moet die vakansiedae by die genoemde tydperk gevoeg word as 'n verdere tydperk van verlof op die volgende grondslag:—

- As die genoemde openbare vakansiedag op 'n gewone werkdag val, moet die vakansiedag by die tydperk van verlof met volle besoldiging gevoeg word.
- As genoemde openbare vakansiedag op 'n Saterdag val, moet dit gereken en moet daarvoor betaal word soos bepaal in artikel 9 (3).

(f) 'n Werkgewer kan enige dag geleentheidsverlof, uitgesonderd siekteverlof wat kragtens artikel 8 op sy werknemer se skriftelike versoek met volle besoldiging gedurende die jaar diens waarop die tydperk van jaarverlof betrekking het, aan sy werknemer toegestaan is, van die tydperk van verlof aftrek.

(g) Die tydperk van verlof mag nie met siekteverlof kragtens artikel 8 of met enige tydperk waarin die werknemer opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet meemaak, saamval nie.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof, genoem in subartikel (1) van hierdie artikel, moet op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(3) 'n Werknemer wie se dienskontrak eindig voor die volle tydperk van verlof, genoem in subartikel (1), verskuldig geword het, moet by beëindiging ten opsigte van elke volle maand diens van die tydperk van minder as een kalenderjaar, minstens een volle dag se loon, gebaseer op die weekloon wat hy onmiddellik voor die datum van die beëindiging ontvang het, betaal word; met dien verstande dat die betreffende lewenskostoelae by die toepaslike loon gevoeg moet word.

(4) Die besoldiging van 'n werknemer wat stukwerk verrig, moet vir die toepassing van hierdie artikel gebaseer word op die gemiddelde loon wat hy in gewone werktijd verdien het gedurende die naaste drie weke waarin hy voor sy vakansieverlof voltyds gewerk het. Daarby moet die betreffende lewenskostoelae gevoeg word.

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

(6) Vir die toepassing van hierdie artikel word dit beskou dat by die uitdrukking „diens” inbegrepe is enige tydperk of tydperke wat 'n werknemer—

- ingevolge subartikel (1) met verlof afwesig is;
- opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet meemaak.
- op las of op versoek van sy werkgewer van die werk afwesig is;
- vir 'n tydperk van hoogstens 14 weke weens siekte, 'n ongeluk of bevalling kragtens artikel drie-en-twintig van die Wet op Fabriek afwesig is, mits sodanige tydperk of tydperke van afwesigheid gestaaf word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn wat ongeskiktheid vir werk bewys, en mits die ongeskiktheid nie te wyte is aan wangedrag of moedswillige nalatigheid van die betrokke persoon nie; voorts met dien verstande dat sodanige tydperk van 14 weke alleen van toepassing is op persone wat in diens van dieselfde werkgewer is wanneer verlofbesoldiging uitbetaal word wanneer 'n inrigting vir jaarlikse verlof sluit;

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

8. SIEKTEVERLOF.

'n Werkgewer moet aan sy werknemer wat van sy werk afwesig is—

- weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, altesame 85 werkure siekteverlof gedurende 'n jaar diens by hom toestaan, en hom op of voor die tweede betaaldag nadat hy na sy werk teruggekeer het, sy uurloon, bereken soos bepaal in artikel 4 (7) (c), vermenigvuldig met die getal ure van siekteverlof waarop hy reg het, betaal; met dien verstande dat die werkgewer kan eis dat ten opsigte van elke afwesigheid waarvoor besoldiging geëis word, 'n sertifikaat, deur 'n geregistreerde dokter onderteken, voorgeleë word;

- (b) through an accident compensable under Workmen's Compensation Act, 1941, an amount equal to the difference between the compensation received for the wage plus the cost of living allowance lost and the actual amount of his wage plus the cost of living allowance 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;
- (c) for the purpose of this section the expression "one year of employment" shall mean a period of twelve months from the 1st July of any year to the 30th June of the following year; provided that an employee engaged after the 1st July of any year shall be entitled to sick leave of seven working hours for each completed month of employment from the date of his engagement to the following 30th June;
- (d) the employer shall submit to the Council, in respect of each employee who has been absent from work, a return in the form of Annexure D to this Agreement. Such return shall be submitted to the secretary of the Council within seven days of such employee's return to work;
- (e) for the purpose of this section a day shall mean the ordinary hours of work on the day on which the employee was absent from work. In the event of an employee being sick for part of a day it shall mean the actual number of hours during which he did not perform his work.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant leave and shall pay one-fifth of the weekly wage prescribed in section 4 (1) or 4 (4) plus the relative cost of living allowance to an employee on New Year's Day, Good Friday, Easter Monday, May Day (1st May), Ascension Day, Queens Birthday, Settlers Day, Kruger Day, Day of the Covenant (16th December), Christmas Day and Boxing Day and for the purpose of this section only the days enumerated shall be deemed to be public holidays; provided that—

- (a) whenever any of those days except May Day (1st May) falls on a Sunday the following Monday shall be deemed to be that holiday;
- (b) whenever Boxing Day falls on a Monday, the following Tuesday shall be deemed to be Boxing Day;
- (c) whenever May Day (1st May) falls on a Sunday the provisions of sub-section (3) of this section shall apply.

(2) *Payment for Work on Sunday 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 wages payable to him in respect of the period ordinarily worked by him on Monday; 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 42½ 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 sections 4 (1) and 4 (4) for an employee of his class divided by five;
- (b) in respect of a public holiday, pay the employee his ordinary wage plus the relative cost of living allowance 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.

(3) *Payment for Public Holidays falling on a Saturday and for May Day (1st May) falling on a Saturday or Sunday.*—Whenever May Day (1st May) or any public holiday prescribed in sub-section (1) of this section falls on a Saturday and when May Day (1st May) falls on a Sunday, the employer shall pay to the employee for such holiday one-fifth of his weekly wage and the relative cost of living allowance in addition to the wage earned for that week. If during the period of annual leave a public holiday should fall on a Saturday, an extra day in lieu thereof shall be added to the period of leave and payment shall be made only for such extra day.

10. PROPORTION OR RATIO.

An employer shall not employ—

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

(b) weens 'n ongeluk waarvoor skedeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, 'n bedrag betaal wat gelyk is aan die verskil tussen die skedeloosstelling ontvang vir die loon plus die lewenskostetoelae wat hy verloor het en die werklike bedrag van die loon plus die lewenskostetoelae wat hy verloor het; met dien verstande dat die bedrag nie meer moet wees nie as die bedrag vir siektebesoldiging aan sodanige werknemer verskuldig kragtens subartikel (a) van hierdie artikel en dat dit van sodanige siektebesoldiging afgetrek kan word;

(c) vir die toepassing van hierdie artikel beteken die uitdrukking „'n jaar diens", 'n tydperk van 12 maande van 1 Julie van enige jaar tot 30 Junie van die daaropvolgende jaar; met dien verstande dat 'n werknemer wat na 1 Julie van enige jaar in diens geneem is, op siekteverlof met volle besoldiging vir sewe werkeure vir elke volle maand diens van die datum van sy indiensneming tot die volgende 30ste Junie geregtig is;

(d) die werkgewer moet by die Raad 'n opgawe in die vorm van Aanhangsel D van hierdie Ooreenkomst indien ten opsigte van elke werknemer wat van die werk afwesig was. Hierdie opgawe moet binne sewe dae nadat die werknemer na sy werk terugkeer, by die Sekretaris van die Raad ingedien word;

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

9. OPENBARE VAKANSIEDAE EN SONDAG.

(1) 'n Werkgewer moet aan 'n werknemer verlof toestaan en aan hom een-vyfde van sy weekloon, voorgeskryf in artikel 4 (1) of 4 (4), plus die betrokke lewenskostetoelae, betaal ten opsigte van Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Me'dag (1 Mei), Hemelvaartsdag, Koninginsverjaarsdag, Setlaarsdag, Krugerdag, Geloftedag (16 Desember), Kersdag en Tweede Kersdag; en vir die toepassing van hierdie artikel moet alleen die genoemde dae as vakansiedae beskou word; met dien verstande dat—

- (a) wanneer enigeen van hierdie dae, uitgesonderd Meidag (1 Mei), op 'n Sondag val, die volgende Maandag as die vakansiedag beskou moet word;
- (b) wanneer die Tweede Kersdag op 'n Maandag val, die volgende Dinsdag as Tweede Kersdag beskou moet word;
- (c) wanneer Meidag (1 Mei) op 'n Sondag val, die bepalinge van subartikel (3) van hierdie artikel van toepassing moet wees.

(2) *Besoldiging vir werk op Sondag en openbare vakansiedae.*—Behoudens soos bepaal in artikel 6 (8) moet 'n werknemer, behalwe 'n wag, wat op Sondag of 'n openbare vakansiedag werk, deur sy werkgewer—

- (a) ten opsigte van 'n Sondag minstens dubbel die loon betaal word wat aan hom ten opsigte van die tydperk wat gewoonlik op 'n Maandag gewerk word, betaalbaar is; met dien verstande dat 'n werkgewer 'n werknemer wat op Sondag werk, een-en-n-halfmaal die weekloon, in artikel 4 (1) of artikel 4 (4) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 42½ vir elke uur of gedeelte van 'n uur aldus gewerk, kan betaal en hom binne sewe dae na die Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon, in artikel 4 (1) of 4 (4) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal;
- (b) ten opsigte van 'n openbare vakansiedag, aan die werknemer sy gewone loon plus die betrokke lewenskostetoelae vir die tyd wat hy gewerk het, betaal, terwyl enige gedeelte van 'n uur wat hy gewerk het, as 'n volle uur beskou word, ho en behalwe die besoldiging wat kragtens subartikel (1) hiervan betaalbaar is.

(3) *Besoldiging vir openbare vakansiedae wat op 'n Saterdag val, en vir Meidag (1 Mei) wanneer dit op 'n Saterdag of op 'n Sondag val.*—Wanneer Meidag (1 Mei) of enige openbare vakansiedag, in subartikel (1) van hierdie artikel voorgeskryf, op 'n Saterdag val, en wanneer Meidag (1 Mei) op 'n Sondag val, moet die werkgewer aan die werknemer vir sodanige vakansiedag een-vyfde van sy weekloon plus die betrokke lewenskostetoelae bo en behalwe sy loon vir daardie week betaal. Indien 'n openbare vakansiedag gedurende die tydperk van die jaarlikse verlof op 'n Saterdag val, moet 'n bykomende dag by die verloftydperk gevoeg word en moet daar slegs vir een sodanige bykomende dag betaal word.

10. GETALLEVERHOUDING.

'n Werkgewer mag nie—

- (a) 'n ongekwalifiseerde klerklike fabriekswerknemer, versendingsklerk, ontvangklerk, stoomman, graad IA- of graad IB-werknemer in sy diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde klerklike fabriekswerknemer, ontvangklerk, versendingsklerk, stoomman, graad IA- of graad IB-werknemer in sy diens het en vir elke sodanige gekwalifiseerde klerklike fabriekswerknemer, versendingsklerk, ontvangklerk, stoomman, graad IA- of graad IB-werknemer kan nie meer as een ongekwalifiseerde klerklike fabriekswerknemer, versendingsklerk, ontvangklerk, magazynmeester, graad IA- of graad IV-werknemer by hom in diens wees nie;

- (b) more than two unqualified grade II employees and/or unqualified tobacco packers, unless he employs three qualified grade II employees and/or qualified tobacco packers and for each three qualified grade II employees and/or qualified tobacco packers, not more than two unqualified grade II employees and/or unqualified tobacco packers may be employed by him. For the purpose of this sub-section, grade II employees and tobacco packers shall be treated as one group of employees;

provided that—

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

11. PIECE-WORK.

(1) An employee employed on piece-work for any period shall be paid the full amount earned by him under the piece-work rates, subject to 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, plus 5 per cent.

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

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

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

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

12. EXEMPTIONS.

(1) The Council in its discretion may grant to or in respect of any person exemption from any of the provisions of this Agreement; provided that no exemption shall be granted from section 6 (2) except in the case of work necessitated by an emergency.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the employer and/or employee concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this section, a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions, fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

13. LOG BOOK.

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

Daily Log.

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

Signature of Driver.

- (b) meer as twee ongekwalifiseerde graad II-werknemers en/of ongekwalifiseerde tabakverpakkers in sy diens hê nie, tensy hy drie gekwalifiseerde graad II-werknemers en/of gekwalifiseerde tabakverpakkers in sy diens het en vir elke drie gekwalifiseerde graad II-werknemers en/of gekwalifiseerde tabakverpakkers kan nie meer as twee ongekwalifiseerde graad II-werknemers en/of ongekwalifiseerde tabakverpakkers by him in diens wees nie. Vir die toepassing van hierdie subartikel, moet graad II-werknemers en tabakverpakkers as een groep werknemers behandel word;

met dien verstande dat—

- (i) 'n ongekwalifiseerde werknemer in enigeen van die genoemde klasse wat 'n loon ontvang van minstens die loon vir gekwalifiseerde werknemers van sy klas voorgeskryf, vir die toepassing van hierdie artikel as 'n gekwalifiseerde werknemer beskou kan word;
- (ii) 'n werkgever wat uitsluitlik of hoofsaaklik die werk van 'n klerklike fabriekswerknemer, versendingsklerk en/of stoorman verrig, na gelang van die geval, as 'n gekwalifiseerde klerklike fabriekswerknemer, versendingsklerk en/of stoorman gereken kan word.

11. STUKWERK.

(1) 'n Werknemer wat stukwerk enige tyd lank verrig, moet die volle bedrag betaal word wat deur hom verdien is volgens die stukwerkstale, behoudens subartikels (2), (3) en (4) van hierdie artikel; met dien verstande dat afgesien van die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van sodanige tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende die tydperk as tydwerker in diens was, plus vyf persent.

(2) 'n Werkgever mag nie stukwerk in sy inrigting invoer nie, tensy hy aan sy werknemers en die Raad minstens twee weke kennis gegee het van sy voorneme om dit te doen en tensy hy die Raad se toestemming aangaande voorgestelde stukwerkklone verkry het.

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

(4) 'n Werkgever moet op 'n opvallende plek in sy inrigting 'n tarief van die stukwerkstale, genoem in subartikel (1), vertoon hou en mag hierdie stalle nie wysig nie, tensy hy sy werknemer en die Raad minstens twee weke kennis gegee het van die voorgestelde wysiging en hy deur die Raad in kennis gestel is dat sulke stalle aangeneem is.

(5) Vir die berekening van die bedrag verskuldig aan 'n werknemer wat stukwerk verrig, moet sy loon ten opsigte van siekteverlof en penbare vakansiedae op sy gemiddelde loon van die naaste 3 volle weke gebaseer word vir die gewone tyd wat hy voor sodanige siekteverlof en openbare vakansiedae gewerk het.

12. VRYSTELLINGS.

(1) Die Raad kan na goedgekeurde aan of ten opsigte van enige persoon vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van artikel 6 (2) verleen kan word nie, uitgesonderd in die geval van werk wat noodsaaklik is weens 'n noodgeval.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge die bepalings van subartikel (1) van hierdie artikel verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goedgekeurde, en nadat aan die betrokke werkgever en/of werknemer een week skriftelik kennis gegee is, 'n vrystellingstifikaat kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalings van hierdie artikel verleen word, 'n stifikaat deur hom onderteken, uitreik, wat vermeld—

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

13. LOGBOEK.

(1) Elke werkgever moet vir gebruik van elke motorvoertuigbestuurder of deeltydse motorvoertuigdrywer by hom in diens, 'n logboek met duplikaatfolios verstrek, so na as moontlik in onderstaande vorm:—

Daaglikse Log.

Naam van werkgever.....
 Naam van motordrywer.....
 Begintyd van werk..... vm./nm.
 Ophoutyd van werk..... vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstyd van..... vm./nm. tot..... vm./nm.
 Breekstoppe, ongevallen en/of ander gevalle van oponthoud.....

Handtekening van motordrywer.

(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.

14. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

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

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

(4) All protective clothing issued in terms of sub-section (2) 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 may collect from the employee a sum not exceeding £1 (one pound) in respect of each set of protective clothing, other than an apron, and five shillings or the cost thereof (whichever is the lesser) in respect of each apron, in the event of the employee losing or not returning his protective clothing, which amount may be recoverable by way of set-off out of any moneys due to such employee.

15. BEVERAGES.

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

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

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

17. COUNCIL FUNDS.

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

(a) On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, each employee who earned a basic wage of less than £3 per week shall contribute 2d. per week and each employee who earned a basic wage of £3 or more per week shall contribute an amount of 3d. per week.

(b) The employer shall contribute 2d. per week in respect of each of his employees who earned a basic wage of less than £3 per week and 3d. per week in respect of each of his employees who earned a basic wage of £3 or more per week.

(c) In the case of monthly paid employees, contributions referred to in sub-section (a) and (b) of this section shall be as follows:—

Employees who earned a basic wage of less than £13 per month, 9d. per month; employees who earned a basic wage of £13 or more per month, 1s. 1d. per month.

(d) The employer shall deduct the employee's contributions weekly or monthly where applicable and forward them to the Secretary of the Council, together with his own contributions, within seven days from the end of the month during which they are made.

18. SICK BENEFIT FUND.

(1) There is hereby continued a sick benefit fund, as established previously between employers and employees in the Industry, known as the Transvaal Tobacco Industry Medical Aid Society, and in future to be known as the Transvaal Tobacco Industry Medical Benefit Society, in this section referred to as "the fund". The fund shall be maintained by contributions from employers and employees in the following manner:—

(a) On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, each employee and each employer, in respect of each of his employees, shall contribute an amount of 5d. per week or, in the case of monthly paid employees, 1s. 10d. per month.

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

(2) Elke motorvoertuigdrywer moet, nadat die logboek genoem in subartikel (1) aan hom verskaf is, die log in duplo invul ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die betrokke dag se werk 'n kopie daarvan aan sy werkgewer oorhandig.

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

14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet geskikte beskermende klere kosteloos aan sy werknemer verskaf soos vereis kragtens die Fabriekswet en moet dit so dikwels hernu as wat nodig mag wees ten einde te verseker dat dit te alle tye toereikend en voldoende is.

(2) 'n Werkgewer moet binne ses weke van sy indienstreding, of, na gelang van die jongste datum, die datum van inwerking-treding van hierdie Ooreenkoms, aan elke werknemer twee stelle beskermende klere kosteloos verskaf wat in goeie toestand is, en moet hierdie beskermende klere hernu wanneer dit nodig is, maar nie meer as eenmaal in elke twaalf maande nie.

(3) 'n Werknemer aan wie beskermende klere ingevoelge die bepalings hiervan uitgereik is, is verplig om daardie klere gedurende alle werkkure te dra en is verantwoordelik vir die goeie toestand en was en stryk van sodanige beskermende klere; met dien verstande dat 'n werkgewer sy beskermende klere kan was en stryk en die werknemer se reg om beskermende klere uit die inrigting te verwyder, kan herroep.

(4) Alle beskermende klere wat ingevoelge subartikel (2) van hierdie artikel aan 'n werknemer uitgereik word, bly die werkgewer se eiendom en moet deur die werknemer by beëindiging van sy diens teruggegee word.

Die werkgewer kan ten opsigte van elke stel beskermende klere, uitgesonderd 'n voorskoot, 'n bedrag van hoogstens £1 (een pond), en 5s. of die koste daarvan (na gelang van watter die kleinste is) ten opsigte van elke voorskoot, van die werknemer eis, in geval die werknemer sy beskermende klere verloor of dit nie terugbesorg nie, dié bedrag is verhaalbaar by wyse van teenvordering uit geld wat aan die werknemer verskuldig is.

15. DRANKE.

'n Werkgewer moet tweekeer per dag gedurende etenstye kosteloos tee of koffie (met melk en suiker) aan sy werknemers verstrek, en of gedurende hulle môre-, of middagrusse; met dien verstande dat van werknemers verlang word om hul eie houers te verskaf.

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

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

17. RAADSFONDSE.

In die fondse van die Raad, wat berus by en beheer word deur die Raad, word as volg voorsien:—

(a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke betaaldag daarna, moet elke werknemer wat 'n basiese loon van minder as £3 per week verdien het, 2d. per week bydra en elke werknemer wat 'n basiese loon van £3 of meer per week verdien het, 3d. per week bydra.

(b) Die werkgewer moet ten opsigte van elkeen van sy werknemers wat 'n basiese loon van minder as £3 per week verdien het, 2d. per week bydra en ten opsigte van elkeen van sy werknemers wat 'n basiese loon van £3 of meer per week verdien het, 3d. per week.

(c) In die geval van maandeliks besoldigde werknemers, is die bydraes genoem in subartikels (a) en (b) van hierdie artikel soos volg:—

Werknemers wat 'n basiese loon van minder as £13 per maand verdien, 9d. per maand; werknemers wat 'n basiese loon van £13, of meer, per maand verdien, 1s. 1d. per maand.

(d) Die werkgewer moet, na gelang van die geval, die werknemer se bydraes weekliks of maandeliks aftrek en dit binne sewe dae na die einde van die maand waarin dit afgetrek is, aan die Sekretaris van die Raad, stuur, tesame met sy eie bydraes.

18. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n siektebystandfonds voortgesit soos vroeër tussen werkgewers en werknemers in die Nywerheid ingestel, bekend as die "Transvaal Tobacco Industry Medical Aid Society" en wat in die toekoms bekend sal staan as die "Transvaal Tobacco Industry Medical Benefit Society" en wat in hierdie artikel "die fonds" genoem word. Die fonds word op ondervermelde wyse deur bydraes van werkgewers en werknemers in stand gehou:—

(a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke betaaldag daarna, moet elke werknemer, en elke werkgewer ten opsigte van elkeen van sy werknemers, 'n bedrag van 5d. per week, of in die geval van maandeliks betaalde werknemers, 1s. 10d. per maand bydra.

(b) Die werkgewer moet die werknemer se bydraes van sy weekloon, of na gelang van die geval, van sy maandloon aftrek, en die totale bedrag aldus afgetrek, tesame met sy bydraes binne sewe dae na die einde van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

(2) The fund shall be applied to the assistance of employees by providing them with free doctor's services, medicine, extraction of teeth, one-third of their wages lost through illness for a period not exceeding thirteen weeks in any one year; provided that a doctor's certificate acceptable to the management committee is produced. The fund shall be administered by a management committee appointed by the Council from its members and shall consist of not less than three nor more than five representatives each from the trade union and from the employers' organization; provided that an equal number of employees and employers shall be appointed to represent the trade union and employers' organization. The management committee shall administer the fund in accordance with its constitution which may be amended from time to time; provided that such constitution and any amendment(s) thereto shall be subject to the approval of the Council.

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

(4) Disbursement of the fund in respect of benefits shall cease whenever the amount standing to the credit of the fund falls below £50 and the payment of further benefits shall not recommence till the amount to the credit of the fund has again reached the figure of £75.

(5) A copy of the constitution and any amendments thereof shall be lodged with the Secretary for Labour, Pretoria.

(6) An auditor or auditors to be appointed by the Council shall audit the accounts of the fund annually and not later than July each year prepare a statement showing—

(a) all moneys received;

(b) expenditure incurred under all headings during the period ended 30th June preceding, together with a balance sheet showing the assets and liabilities of the fund. The audited statements and balance sheet shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

(7) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(8) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in sub-section (9) hereof and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(9) Upon liquidation of the fund in terms of sub-section (7) hereof, the moneys remaining to the credit of the fund after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the funds of the Council.

19. EMPLOYMENT OF TRADE UNION LABOUR.

No employer shall employ an employee who is not a member of the trade union and no employee shall work for an employer who is not a member of the employers' organization.

The provisions of this section shall not apply to—

- a foreman, assistant foreman, forewoman, assistant forewoman, sectionman, factory clerical employee or artisan;
- an employer or an employee to whom, in the opinion of the Council, membership to a party to the Agreement has been unreasonably refused by such party;
- an immigrant during the first year after the date of his entry into the Union of South Africa, in respect of his first three months of employment in the Tobacco Industry;
- any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

(2) Die fonds moet aangewend word vir bystand aan werknemers deur hulle kosteloos te voorsien van doktersdienste, medisyne, uittrek van tande, een-derde van hul lone wat verloor word deur siekte van altesame dertien weke in enige jaar mits 'n doktersertifikaat wat deur die beheerkomitee erken word, voorgelê word. Die fonds word beheer deur 'n Bestuurskomitee aangestel deur die Raad uit sy lede en bestaande uit minstens drie en hoogstens vyf verteenwoordigers elk van die vakvereniging en van die werkgewersorganisasie; met dien verstande dat 'n gelyke getal werknemers en werkgewers aangestel moet word om die vakvereniging en werkgewersorganisasie te verteenwoordig. Die bestuurskomitee moet die fonds beheer ooreenkomstig sy konstitusie wat van tyd tot tyd gewysig mag word; met dien verstande dat sodanige konslusie en wysiging(s) daarvan, aan goedkeuring deur die Raad onderworpe is.

(3) As 'n geskil te eniger tyd betreffende die bepalinge van die konstitusie of die beheer van die fonds ontstaan as gevolg waarvan lede van genoemde komitee gelykop verdeel is en geen ooreenkoms bereik word nie, moet die geskil verwys word na 'n skeidsregter oor wie hulle ooreengekom het, wat by gebrek aan 'n ooreenkoms deur die Minister van Arbeid benoem is; die skeidsregter se beslissing is finaal.

(4) Uitbetalings uit die fonds ten opsigte van bystand hou op wanneer die bedrag in die krediet van die fonds tot minder as £50 daal en betaling van verdere bystand kan nie hervat word totdat die bedrag in die krediet van die fonds weer £75 bereik het nie.

(5) 'n Eksemplaar van die konstitusie en alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(6) 'n Ouditeur of ouditeurs wat aangestel word deur die Raad, moet die rekeninge van die fonds jaarliks en nie later nie as Julie elke jaar ouditeer en 'n staat opstel wat onderstaande aantoon:—

(a) Alle geld wat ontvang is;

(b) uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig op die voorafgaande 30ste Junie, tesame met 'n balansstaat wat die bate en laste van die fonds aangee. Die geouditeerde state en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(7) Ingeval hierdie Ooreenkoms verstryk weens tydsverloop, of om 'n ander rede nie langer in werking is nie, moet die fonds verder deur die bestuurskomitee beheer word, totdat sodanige fonds gelikwider is, of totdat dit oorgedra word aan 'n fonds wat ingestel is vir dieselfde doel as d.e. waarvoor die oorspronklike fonds gestig was.

(8) Ingeval van ontbinding van die Raad of ingeval dit nie meer fungeer nie gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is krachtens artikel vier-en-dertig (2) van die Wet, moet die bestuurskomitee die fonds verder beheer en die lede van die komitee wat op daardie datum bestaan, moet vir daardie doeleindes beskou word lede daarvan te wees; met dien verstande egter dat as 'n vakature op die komitee ontstaan, dit deur die Minister van Arbeid, na gelang van die geval, uit werkgewers of werknemers in die nywerheid gevul kan word ten einde 'n gelyktallige lidmaatskap van werkgewers- en werknemersverteenvoordigers of plaasvervangers op d.e. komitee te verseker. Ingeval die komitee nie in staat is nie of onwillig is om sy werk te verrig of 'n dooie punt ontstaan wat, na die Minister se mening, die beheer van die fonds ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die werk van die komitee uit te voer, wat dan vir daardie doeleindes al die bevoegdhede van die komitee besit. By verstryking van die Ooreenkoms moet die fonds gelikwider word op die wyse soos in subartikel (9) hiervan uiteengesit en wanneer by verstryking van die Ooreenkoms die Raad se sake reeds afgewikkel en sy bates verdeel is, moet die balans van hierdie fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van d.e. Raad se algemene fondse uitgemaak het.

(9) By likwidasië van die fonds, ooreenkomstig subartikel (7) hiervan, moet die geld wat in die krediet van die fonds bly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiekoste, aan die Raad se fondse uitbetaal word.

19. INDIENSNEMING VAN VAKVERENIGINGARBEIDSKRAGTE.

Geen werkgewer mag 'n werknemer wat nie lid van die vakvereniging is, in diens neem nie en geen werknemer mag vir 'n werkgewer wat nie lid van die werkgewersorganisasie is, werk nie.

Die bepalinge van hierdie artikel is nie van toepassing op ondergenoemde nie:—

- 'n Voorman, assistent-voorman, voorvrou, assistent-voorvrou, afdelingsman, klerklike fabriekswerknemer of ambagsman;
- 'n werkgewer of 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van 'n party by die Ooreenkoms onredelik deur daardie party geweier is;
- 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika, ten opsigte van die eerste drie maande van sy diens in die tabaknywerheid.
- Enige werknemer wat, na die mening van die Minister, goeie rede het om daarteen beswaar te maak dat hy 'n lid van die vakbond moet word of bly.

20. ORGANIZATION 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.

21. AGENTS.

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

22. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS.

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

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

(3) (a) An employer, when engaging any applicant for work, shall request such applicant to produce a certificate of service issued in accordance with the provisions of sub-section (1) of this section, or otherwise shall act in accordance with sub-section (4) hereof.

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

(4) Where an applicant for work is unable to produce a certificate of service, an employer shall not permit such employee to continue work unless he has caused such applicant to complete and sign, in the presence of a witness, a statement of experience in the form of the Addendum to Annexure B to this Agreement, and forward it to the Secretary of the Council within fourteen days.

(5) Upon receipt of the engagement form with necessary annexures, all duly completed, the Secretary of the Council shall forward to the employer concerned an acknowledgement form which shall be in the form of Annexure C to this Agreement.

23. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice in the case of a weekly employee and one month's notice in the case of a monthly employee, in writing, 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 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 be given whilst an employee is absent on annual leave or sick leave. For the purpose of this sub-section absence on sick leave shall include absence on confinement leave in terms of section twenty-three of the Factories, Machinery and Building Work Act, 1941, and shall mean absence not exceeding 14 weeks in any one calendar year; provided that within 14 days of the beginning of such absence, the employee notifies the employer in writing of the illness causing such absence and; provided that such notification is supported by a certificate from a registered medical practitioner.

24. SAVINGS CLAUSE.

Except for the purpose of ratio, this Agreement shall apply only in respect of employees earning not more than a basic wage of £42. 18s. per month, but excluding certificated nursing sisters on surgery staff and factory management staff.

20. DIE ORGANISEER VAN WERKNEMERS.

Elke werkgever moet enige persoon of persone wat deur die vakvereniging behoorlik daartoe gemagtig is, toelaat om van tyd tot tyd gedurende die etensuur 'n afdeling van sy inrigting, deur die werkgever voorgeskryf, te betree met die doel om vakverenigingsbedrywighede uit te oefen; met dien verstande dat die werkgever minstens 24 uur kennis gegee moet word van die voorneme om die voorgeskryfde afdeling van die inrigting te besoek, en met dien verstande dat enige verteenwoordiger van die werkgever by sulke bedrywighede teenwoordig kan wees.

21. AGENTE.

Die Raad kan een of meer bepaalde persone aanstel as agente om hom te help met die toepassing van die bepalings van hierdie Ooreenkoms. Elke werkgever en elke werknemer is verplig om 'n agent of agente toe te staan om die ondersoek in te stel en om die boeke en/of dokumente te ondersoek en om die persone te ondervra wat vir hierdie doel nodig mag wees.

22. DIENSSERTIFIKAAT EN INDIENSNEMINGSVORMS.

(1) Elke werkgever moet 'n dienssertifikaat kosteloos uitreik aan elkeen van sy werknemers wanneer hy sodanige werkgever se diens verlaat. Sertifikate moet in die vorm van Aanhangsel A van hierdie Ooreenkoms wees. Alle sertifikate deur die werkgever uitgereik, moet in volgorde genommer wees, onderteken deur die werkgever of sy verteenwoordiger en 'n afskrif van elke sertifikaat moet deur hom behou word.

(2) 'n Afskrif van elke sertifikaat wat ingevolge subartikel (1) uitgereik word, moet binne sewe dae na die uitreikingsdatum aan die Sekretaris van die Raad na sy geregistreerde adres gestuur word.

(3) (a) 'n Werkgever wat 'n aansoeker om werk in diens neem, moet die applikant versoek om 'n dienssertifikaat te toon wat uitgereik is in ooreenstemming met die bepalings van subartikel (1) van hierdie artikel, of moet anders ooreenkomstig subartikel (4) hiervan handel.

(b) Die werkgever moet binne 14 dae nadat die applikant begin werk het, die dienssertifikaat, tesame met 'n indiensnemingsvorm wat in die vorm van Aanhangsel B van hierdie Ooreenkoms moet wees, aan die Sekretaris van die Raad stuur.

(4) As 'n applikant om werk nie in staat is om 'n dienssertifikaat voor te lê nie, mag die werkgever hom nie toelaat om met werk aan te gaan nie alvorens hy hom in teenwoordigheid van 'n getuie, 'n verklaring van ondervinding laat teken het in die vorm van Aanhangsel B van hierdie Ooreenkoms wat hy binne 14 dae aan die Sekretaris van die Raad moet stuur.

(5) By ontvangs van die indiensnemingsvorm, tesame met die vereiste bylaes, almal behoorlik ingevul, moet die Sekretaris van die Raad 'n ontvangsvorm, wat in die vorm van Aanhangsel C van hierdie Ooreenkoms moet wees, aan die betrokke werkgever stuur.

23. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week skriftelik diensopsegging gee in die geval van 'n weeklikse werknemer, en een maand in die geval van 'n maandelikse werknemer—of die werkgever kan die diens op staande voet beëindig deur betaling van minstens—

- (a) in die geval van 'n diensopsegging van een week, die weekloon plus lewenskostoelae;
- (b) in die geval van 'n diensopsegging van een maand, die maandloon plus lewenskostoelae, wat die werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging;

met dien verstande dat dit nie inbreuk op die volgende maak nie:—

- (i) Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak op staande voet te beëindig om enige rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en vir nie korter as een week nie;
- (iii) die geldigheid van enige skriftelike ooreenkoms wat 'n proeftydperk van drie maande bepaal in die geval van werknemers by die maand en van een week in die geval van werknemers by die week gedurende welke proeftydperk albei die kante die diens met 24 uur opsegging kan beëindig.

(2) As 'n ooreenkoms ingevolge paragrawe (ii) en (iii) van subartikel (1) van hierdie artikel aangegaan is, moet die betaling in plaas van diensopsegging in verhouding wees tot die tydperk van diensopsegging waarvoor ooreengekom is.

(3) Die kennisgewing van diensopsegging in artikel (1) genoem, mag nie gegee word terwyl die werknemer met jaarlikse verlof of siekteverlof is nie. Vir die toepassing van hierdie subartikel omvat afwesigheid met siekteverlof ook afwesigheid met bevalingsverlof ingevolge artikel drie-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en beteken dit afwesigheid van hoogstens 14 weke in enige enkele kalenderjaar; met dien verstande dat die werknemer die werkgever binne 14 dae van die begin van sodanige afwesigheid skriftelik moet verwittig van die siekte wat die oorsaak van sy afwesigheid is en dat sodanige verwittiging gestaaf moet word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn.

24. VOORBEHOUDSKLOUSULE.

Uitgesonderd vir doeleindes van getalverhouding, is hierdie Ooreenkoms alleen van toepassing op werknemers wat hoogstens 'n basiese loon van £42. 18s. per maand verdien; maar met uitsondering van gediplomeerde verpleegsters op die chirurgiese personeel en fabriekspersoneel.

25. EXHIBITION OF AGREEMENT.

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

Signed at Johannesburg, on behalf of the parties, this 13th day of July, 1955, by virtue of a resolution passed by the Industrial Council on the 15th June, 1955, in terms of section thirty-one of the Industrial Conciliation Act, 1937.

H. FINE,
Chairman of the Council.
A. SCHEEPERS,
Vice-Chairman of the Council.
F. P. NEL,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY
(TRANSVAAL).

Washington House,
68 Commissioner Street,
JOHANNESBURG.

Telephone 33-5357.

CERTIFICATE OF SERVICE.

Employee's full name _____
Formerly known as _____
Home address _____
Race _____ Sex _____ Date of birth _____
Clock Card No. _____ Grade _____
Last occupation _____ Since (date) _____
*Weekly wage on termination _____ £ _____ : _____ : _____
Plus C.O.L.A. _____ £ _____ : _____ : _____
Date of entering service _____
Date of leaving service _____
Total experience in Tobacco Industry _____ years _____ months.

Name of Factory.

Date of issue _____ Employer's signature.

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY
(TRANSVAAL).

44/45 Washington House,
68 Commissioner Street,
Cor. of Sauer Street,
JOHANNESBURG.

Telephone 33-5357.

ENGAGEMENT FORM.

M.B.S.
Card No.

(To be completed by employer.)

Employee's surname (Mr./Mrs./Miss) _____
Christian names _____
Previously known as _____
Date of birth _____ Race _____
Home address _____
Name of factory _____
Clock Card No. _____
No. of service certificate brought by employee _____
Total previous experience _____
Wages to commence: £ _____ : _____ : _____ per week, plus £ _____ : _____ : _____ c.o.l.a.
Date of engagement _____ Grade _____

Date of issue _____ Employer's signature.

STATEMENT OF EXPERIENCE.

(To be completed by employee.)

Previous Employers.	Period Employed.	Occupation.	Last Scale of Wages.

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

Witness _____ Employee's signature.

25. VERTONING VAN OOREENKOMS.

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

Ingevolge 'n besluit wat deur die Nywerheidsraad op 15 Junie 1955, ooreenkomstig artikel een-en-dertig van die Nywerheids- versoeningswet, 1937, geneem is, namens die partye op hede die 13de dag van Julie 1955 in Johannesburg onderteken.

H. FINE,
Voorsitter van die Raad.
A. SCHEEPERS,
Ondervoorsitter van die Raad.
F. P. NEL,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID.
(TRANSVAAL).

Washingtonhuis,
Commissionerstraat 68,
JOHANNESBURG.

Telefoon 33-5357.

DIENSSERTIFIKAAT.

Werknemer se naam voluit _____
Voorheen bekend as _____
Huisadres _____
Ras _____ Geslag _____ Geboortedatum _____
Klokkaart No. _____ Graad _____
Laaste werk _____ Vanaf (datum) _____
*Weeklikse loon by uitdienstreding _____ £ _____ : _____ : _____
Plus lewenskostoelae _____ £ _____ : _____ : _____
Datum van indienstreding _____
Datum van diensverlating _____
Totale ondervinding in Tabaknywerheid _____ jaar _____ maande.

Naam van fabriek.

Uitreikingsdatum _____ Werkgever se handtekening.

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

AANHANGSEL B.

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID
(TRANSVAAL).

Washingtongebou 44/45,
Commissionerstraat 68,
Hoek van Sauerstraat,
JOHANNESBURG.

Telefoon 33-5357.

INDIENSNEMINGSVORM

(Moet deur werkgever ingevul word.)

M.H.V.
Kaart No.

Werknemer se van (mnr./mev./mej.) _____
Voornaam _____
Voorheen bekend as _____
Geboortedatum _____ Ras _____
Huisadres _____
Naam van fabriek _____
Klokkaart No. _____
No. van dienssertifikaat deur werknemer gebring _____
Totale vorige ondervinding _____
Aanvangsloon: £ _____ : _____ : _____ per week, plus £ _____ : _____ : _____ l.k.t.
Datum van indiensneming _____ Graad _____

Datum van uitreiking _____ Werkgever se handtekening.

STAAT VAN ONDERVINDING.

(Moet deur werknemer ingevul word.)

Vorige werkgevers.	Tydperk in diens.	Bedryf.	Jongste loonskaal.

Hiermee verklaar ek dat die bostaande verklaring na my beste wete, waar en juis is.

Getuie _____ Werknemer se handtekening.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY
(TRANSVAAL.)

ACKNOWLEDGMENT FORM.

Telephone 33-5357. Ref. No. _____
This serves to inform you that the Engagement Form in respect of _____ is in order
Wages _____ per week, plus _____ c.o.l.a.
Grade _____ Next increase _____
Date _____ for Secretary.

ANNEXURE D.

Sick Fund's Copy.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY
(TRANSVAAL.)

44/45 Washington House,
68 Commissioner Street,
JOHANNESBURG.

Telephone 33-5357.

SICK LEAVE RETURN.

Name of establishment _____
Date _____
Christian names _____

Fact No. _____

Employee's surname _____ Race _____ Grade _____
Date of engagement _____
Basic wage _____ per week, plus c.o.l.a. _____ per week.
Total _____ per week, i.e. _____ per hour.

Employee was absent from _____ to _____ (A) _____ hours.
Attached certificate from Dr. _____
Covering period from _____ to _____ (B) _____ hours.

Calculation of Sick Leave Pay.

Entitled to sick pay until next 30th June _____ hours.
Employer paid since previous 1st July _____ hours.
Employee still entitled to _____ (C) _____ hours.
Employer paid in respect of (A), (B) or (C). (Delete what is not applicable.)
_____ hours at _____ per hour. TOTAL _____

Employer's signature. _____

For Sick Fund's use only.

	Hours.		Hours.
Maximum payable: 13 weeks }		Total time lost as per (A) or (B)	
Paid previously.....		Employer paid as above (C)	
Employee still entitled to (D)		Balance time lost....(E)	

Amount lost in respect of () weeks _____ hours at _____ per hour _____ of which Sick Fund pays 1/3rd _____

Chairman. _____ Cheque No. _____
Secretary. _____ Passed Minutes date _____

* No. 2117.] [21 October 1955.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

TOBACCO INDUSTRY (TRANSVAAL.)

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Tobacco Industry published under Government Notice No. 2116 of 21st October, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(TRANSVAAL.)

ERKENNINGSVORM.

Telefoon 33-5357. Verw. No. _____
Hiermee deel ek u mee dat die indiensnemingsvorm ten opsigte van _____ in orde is.
Loon _____ per week, plus _____ l.k.t.
Graad _____ Volgende verhoging _____
Datum _____ vir Sekretaris.

AANHANGSEL D.

Kopie vir Siekefonds.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(TRANSVAAL.)

Washingtongebou 44/45,
Commissionerstraat 68,
JOHANNESBURG.

Telefoon 33-5357.

OPGAWE IN SAKE SIEKTEVERLOF.

Naam van inrigting _____ Datum _____
Voornam _____

Fabrieksnummer _____

Werknemer se van _____ Ras _____ Graad _____
Datum van indiensneming _____
Basiese loon _____ per week, plus l.k.t. _____ per week.
Totaal _____ per week, d.w.s. _____ per uur.

Werknemer was afwesig van _____ tot _____ (A) _____ uur.

Aangehegte sertifikaat van dr. _____

Vir tydperk van _____ tot _____ (B) _____ uur.

Berekening van Siekteverlofbesoldiging.

Geregig op siekteverlofbesoldiging tot 30 Junie, e.k. _____ uur.
Werkgewer het sedert vorige 1 Julie betaal _____ uur.

Werknemer nog geregig op _____ (C)

Werkgewer het betaal ten opsigte van (A), (B) of (C). (Skrap wat nie van toepassing is nie.)

_____ uur teen _____ per uur. TOTAAL _____

Werkgewer se handtekening. _____

Alleen vir gebruik van Siekefonds.

	Uur.		Uur.
Maksimum betaalbaar: 13 weke.....		Totale tyd verloor soos by (A) of (B)	
Reeds betaal.....		Werkgewer het betaal soos by (C)	
Werkgewer nog geregig op (D)		Balans van tyd verloor (E)	

Bedrag verloor ten opsigte van () weke _____ ure teen _____ per uur _____ waarvan Siekefonds een-derde betaal _____

Voorsitter. _____ Tjek No. _____
Sekretaris. _____ Genotuleer, datum _____

* No. 2117.] [21 Oktober 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

TABAKNYWERHEID (TRANSVAAL.)

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid bekendgemaak by Goewermentskennisgewing No. 2116 van 21 Oktober 1955, nie vir die persone wie se werkure daarby gereël word minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

J. DE KLERK,
Minister van Arbeid.

Reading matter for Farmers!

The Department of Agriculture, Pretoria, issues the following publication (in English and Afrikaans) in the interest of farmers in particular and for the agricultural industry in general—

FARMING in South Africa

A monthly journal of short, practical articles, intended particularly for farmers who want sound, expert advice in plain, non-technical language Every farmer should keep in touch with his Department, and obtain the advice it is able to give, by reading—



SUBSCRIPTIONS in the Union of South Africa (including South West Africa), 7s. 6d. per annum, post free, otherwise 10s. per annum.

Subscriptions may be posted direct to the Government Printer, Pretoria, or handed in at any Post Office.

FARMING IN SOUTH AFRICA

Leesstof vir Boere!

Die Departement van Landbou, Pretoria, publiseer die volgende blad (in Afrikaans en Engels) in belang van boere in die besonder, en van die landboubedryf in die algemeen—

BOERDERY in Suid-Afrika

'n Maandblad bevattende kort, praktiese artikels, spesiaal bedoel vir boere wat goeie, deskundige advies verlang en geskryf in eenvoudige, nie-tegniese taal Elke boer behoort met sy Departement in voeling te bly en die advies te verkry wat dit in staat is om te gee, deur middel van—



INTEKENGELD in die Unie van Suid-Afrika (met inbegrip van Suidwes-Afrika), 7s. 6d. per jaar, posvry, anders 10s. per jaar.

Intekengeld kan direk aan die Staatsdrukker, Pretoria, geops word, of by 'n poskantoor ingehandig word.

BOERDERY IN SUID-AFRIKA

Buy Union Loan Certificates
Koop Unie-leningssertifikate