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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.2042.]

[22 December, 1967.

INDUSTRIAL CONCILIATION ACT, 1956 TOBACCO INDUSTRY (TRANSVAAL) AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Industry, shall be binding from the 25th December, 1967, and for the period ending on the 25th September, 1968, upon the employers' organization and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organization or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (7) (f), 19, 20 and 21 shall be binding from the 25th December, 1967, and for the period ending on the 25th September, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort and Springs; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort and Springs, and from the 25th December, 1967, and for the period ending on the 25th September, 1968, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (7) (f), 19, 20 and 21 shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.2042.]

[22 Desember 1967.

WET OP NYWERHEIDSVERSOENING, 1956 TABAKNYWERHEID (TRANSVAAL) OOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Tabaknywerheid betrekking het, vanaf 25 Desember 1967 en vir die tydperk wat op 25 September 1968 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat die Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms uitgesonderd dié vervat in klousules 1 (a), 2, 5 (7) (f), 19, 20 en 21 vanaf 25 Desember 1967 en vir die tydperk wat op 25 September 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort en Springs; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (7) (f), 19, 20 en 21 vanaf 25 Desember 1967 en vir die tydperk wat op 25 September 1968 eindig, in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort en Springs, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY
(TRANSVAAL)

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, 1956, 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

- (a) The terms of this Agreement shall be observed in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Alberton, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Balfour, Kempton Park and Pretoria by all employers who are members of the employers' organization and who are engaged in the Tobacco Industry and by all employees who are members of the trade union and who are employed in the said Industry.

- (b) Notwithstanding the provisions of sub-clause (a), the terms of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of the Industrial Conciliation Act, 1956, and shall remain in force until the 25th September, 1968, 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, 1956, shall have the same meaning as in that Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

"assistant foreman/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;

"boiler plant supervisor" means an employee who is in charge of a boiler installation and who is responsible for the efficient performance and maintenance of such installation, and of the authorized pressures;

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

(a) on not more than four days in any week; and

(b) for not more than four weeks continuously during any thirteen consecutive weeks 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;

"doorman and/or commissioner" means an employee who controls entry into any establishment and receives visitors and who may be required to maintain a register of such visitors;

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

BYLAE

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(TRANSVAAL)

OOREENKOMS

Ingevolge die bepalings van die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die

TOBACCO EMPLOYERS' ORGANIZATION

(hieronder die „werkgewers” of „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. TOEPASSINGSBESTEK VAN OOREENKOMS

- (a) Die bepalings van hierdie Ooreenkoms moet in die land-drosdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Germiston, Alberton, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Balfour, Kempton Park en Pretoria nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die tabaknywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid in diens is.

- (b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie daar minimum lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens die Wet op Nywerheidsversoenings, 1956, moet vasstel en bly van krag tot 25 September 1968, of vir dié tydperk wat die Minister van Arbeid mag bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Wet op Nywerheidsversoenings, 1956, omskryf is, dieselfde betekenis as in daardie Wet, en tensy dit onbestaanbaar met die samehang is, beteken—

„Wet” die Wet op Nywerheidsversoenings, 1956;

„ambagsman” ’n werknemer wat die werk doen wat gewoonlik deur ’n geskoolde ambagsman gedoen word en by die toepassing van hierdie woordomskrywing, beteken die uitdrukking „geskoolde ambagsman” iemand wat sy vakleerling-skap uitgedien het in ’n aangewese bedryf ingevolge die Wet op Vakleerlinge, 1944, of wat in besit is van ’n vaardigheidsertifikaat aan hom uitgereik deur die Registrateur van Vakleerlinge ingevolge die bepalings van artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat aan hom uitgereik deur genoemde Registrateur ingevolge die bepalings van dié artikel 2 (7) dié artikel 7 (3) van genoemde Wet.

„assistent-voorman/assistent-voorvrou” ’n werknemer wat die voorman/voorvrou help by die verrigting van sy/haar werk-saamhede en wat gedurende sy/haar afwesigheid vir hom/haar mag waarneem;

„ketelinstallasie-opsigter” ’n werknemer wat in beheer is van ’n ketelinstallasie en wat verantwoordelik is vir die doeltreffende werkverrigting en onderhoud van so ’n installasie, en van die gemagtigde druk;

„los werknemer” ’n werknemer wat by dieselfde werkgewer in diens is—

(a) op hoogstens vier dae in ’n week; en

(b) vir hoogstens vier weke onafgebroke, gedurende 13 agtereenvolgende weke in ’n kalenderjaar;

„onderbaas” ’n werknemer wat, onder toesig van ’n voorman, voorvrou, assistent-voorman, assistent-voorvrou, versendingsklerk, stoorman of opsigter, in beheer is van graad II- en/of graad III-werknemers en/of arbeiders; „versendingsklerk” ’n werknemer wat klerklike werk in ’n fabriek verrig en wat hoofsaaklik 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 bymeekaarmaak van sodanige goedere, die natel van pakette 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;

„deurwag en/of commissioner” ’n werknemer wat toegang tot ’n bedryfsinrigting beheer en besoekers ontvang en van wie daar verlang kan word om ’n register van sodanige besoekers te hou;

„noodwerk” werk wat, weens onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaar-raking van installasie of masjinerie, sonder vertraging gedoen moet word en sluit in werk in verband met die laai en aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens, of voertuie wat deur ’n vervoer-kontrakteur gebruik word in nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

"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;
- (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, little cigars, snuff, cut or roll tobacco in one or more of the following operations:

- (1) attendant in charge of stem processing which does not include operating a stemming machine or a stem roller;
- (2) operating an automatic polythene bag making, packing and heat sealing machine;
- (3) operating a cigarette making machine;
- (4) operating a cigarette packing machine;
- (5) operating a filter plug machine and/or wadmaking machine;
- (6) operating a filter tip assembling machine;
- (7) operating a foil rewinding machine;
- (8) operating a fumigation chamber;
- (9) operating a power driven guillotine machine for cutting paper or board;
- (10) operating a rotary scoring and cutting machine;

„bedryfsinrigting" 'n 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 materiaal gebere word vir die doel van vervaardiging of verpakking, en kantore wat regstreeks by fabriekskontrole 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 verantwoordelik is vir die gehalte en akkuraatheid van die werk wat uitgevoer is en wat dié werk kan uitdeel en aantekeninge hou van sy/haar werksaamhede;

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

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

„ondervinding"—

- (a) met betrekking tot 'n ondersoeker, afdelingsman, klerklike werknemer in 'n fabriek, versendingsklerk, ontvangsklerk, of stoorman, die totale tydperk of tydperke wat 'n werknemer in die nywerheid onderskeidelik as 'n ondersoeker, afdelingsman, klerklike werknemer in 'n fabriek, versendingsklerk, ontvangsklerk of stoorman gewerk het;
- (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 'n graad IB en/of graad II en/of as tabakverpakker gewerk het, ses maande na die datum van sodanige oorpasing gereken moet word as ondervinding in die graad waarna hy oorgeplaas is;

„klerklike werknemer in 'n fabriek" 'n manlike of vroulike werknemer, wat nie elders gespesifiseer word nie, wat deur middel van skryfwerk of tikwerk in 'n bedryfsinrigting, bestellings uitmaak, nasien, berekenings maak, aantekeninge hou van verrigte werk en pligte, en/of briefwisseling in verband daarmee voer en wat kontant mag invorder en hanteer;

„klerklike werknemer in 'n fabriek, man, gekwalifiseer" 'n manlike klerklike werknemer in 'n fabriek met minstens vyf jaar ondervinding;

„klerklike werknemer in 'n fabriek, man, ongekwalifiseer" 'n manlike klerklike werknemer in 'n fabriek met minder as vyf jaar ondervinding;

„klerklike werknemer in 'n fabriek, vrou, gekwalifiseer" 'n vroulike klerklike werknemer in 'n fabriek met minstens vier jaar ondervinding;

„klerklike werknemer in 'n fabriek, vrou, ongekwalifiseer" 'n vroulike klerklike werknemer in 'n fabriek met minder as vier jaar ondervinding;

„fabrieksbood" 'n werknemer wat mondelinge, skriftelike of telefoniese boodskappe binne 'n bedryfsinrigting ontvang en/of aflewer en wat skriftelik aantekening van sodanige boodskappe mag hou;

„voorman/voorvrou" 'n werknemer wat in beheer is van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer uitoefen oor en in bevel is van sodanige werknemers en wat verantwoordelik is vir die behoorlike veringting deur hulle van hulle werk en wat die reg het om werknemers in diens te neem of te ontslaan, onderworpe aan bevestiging deur die werkgewer;

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

- (1) oppasser wat toesig hou oor stingelverwerking, uitgesonderd die bediening van 'n stingelafstroopmasjien of 'n stingelwalsmasjien;
- (2) bediening van 'n outomatiese masjien wat poliëteleen-sakke maak, verpak en deur middel van hitte verseël;
- (3) 'n sigaretvervaardigingsmasjien bedien;
- (4) 'n sigaretverpakkingsmasjien bedien;
- (5) 'n filterpropvervaardigings- en/of vulselmaakmasjien bedien;
- (6) 'n filtermondstuk-monteermasjien bedien;
- (7) 'n masjien wat foelie heropwen bedien;
- (8) 'n berokingskamer bedien;
- (9) 'n kragvalmes wat papier of bord sny, bedien;
- (10) 'n rotasieinikerf- en -snymasjien bedien;

- (11) operating a theshing and/or leaf cleaning and classifying machine;
- (12) operating a vacuum process conditioning plant;
- (13) checking and recording receipts and/or issues of excise stamps;
- (14) cooking meals—other than rations;
- (15) 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, little cigars, snuff, cut or roll tobacco in one or more of the following operations:

- (1) operating a box banding machine;
- (2) operating a box body making machine and/or shoulder inserting or glueing machine;
- (3) operating a box lid making machine and/or body and lid assembling machine;
- (4) operating a box shoulder cutting machine;
- (5) operating a box shoulder pressing machine;
- (6) operating a box slitting machine;
- (7) operating a casing machine;
- (8) operating a cigarette outer wrapping and/or filling machine;
- (9) operating an excise stamping machine;
- (10) operating a hydraulic tobacco press;
- (11) operating a lidding machine;
- (12) operating a machine for making shoulderless cigarette boxes;
- (13) operating a machine for wrapping packeted cigarettes and/or tobacco in transparent material;
- (14) operating a power-driven leaf conditioning machine or plant;
- (15) operating a power-driven lift;
- (16) operating a power-driven paper or board cutting and rewinding machine;
- (17) operating a power-driven steam, vacuum or compressed air box shoulder tubing machine;
- (18) operating a printing and/or labelling machine;
- (19) operating a roasting and drying machine;
- (20) operating a tobacco cutting machine;
- (21) operating a tobacco drying machine (including a cooling machine);
- (22) operating a tobacco packing machine;
- (23) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (24) dryer and separator attendant;
- (25) driving a lift fork truck;
- (26) excise weighing and recording;
- (27) feeding cigarettes into packing machines with open hoppers;
- (28) knife grinding;
- (29) packing cigarettes into boxes or tins by hand;
- (30) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug and/or wadmaking machine;

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

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

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

- (1) operating a butting machine;
- (2) operating a cigarette ripping machine;
- (3) operating a code dating machine;
- (4) operating a corner cutting machine;
- (5) operating a corner staying machine;
- (6) operating a hand operated guillotine for cutting paper, board or splitting cake tobacco;
- (7) operating a hand ratchet tobacco press;
- (8) operating a hull refolding machine;
- (9) operating an industrial vacuum cleaner;
- (10) operating a leaf stripping or stemming machine;
- (11) operating a power-driven bulk shuttle conveyor;
- (12) operating a power-driven tobacco dumper;
- (13) operating a power-driven embossing machine;
- (14) operating a power-driven flavour stirring machine;
- (15) operating a power-driven gumming machine;
- (16) operating a power-driven or hydraulic hoist for lifting baled tobacco;
- (17) operating a power-driven lawn mower;

- (11) 'n dors- en/of blaarskoonmaak- en -klassifiseermasjien bedien;
- (12) 'n vakuumproses-kondisionceermasjien bedien;
- (13) nasien en aantekening hou van die ontvangs en/of uitgifte van aksynsseëls;
- (14) maaltye gaarmaak—uitgesonderd rantsoene;
- (15) 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 in diens in of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) 'n doosombandmasjien bedien;
- (2) 'n doosbakvervaardigingsmasjien en/of skouerinsit- of vasplakmasjien bedien;
- (3) 'n doosdekselvervaardigingsmasjien en/of bak- en dekselmonteermasjien bedien;
- (4) 'n dooskouersnymasjien bedien;
- (5) 'n dooskouerpersmasjien bedien;
- (6) 'n doosnymasjien bedien;
- (7) 'n geurmengmasjien bedien;
- (8) 'n sigaretbuiteomhulsel- en/of opvulmasjien bedien;
- (9) 'n aksynsstempelmasjien bedien;
- (10) 'n hidrouliese tabakpers bedien;
- (11) 'n dekselaansitmasjien bedien;
- (12) 'n masjien vir die vervaardiging van skouerlose sigaretdose bedien;
- (13) 'n masjien vir die toedraai van sigarette in pakkies en/of tabak in deursigtige materiaal bedien;
- (14) 'n kragblaarkondisionceermasjien of -installasie bedien;
- (15) 'n kraghyser bedien;
- (16) 'n kragaangedrewe papiersny- of bordsny- en heropwenmasjien bedien;
- (17) 'n kragaangedrewe stoom-, vakuüm- of druklugdoos- skouerbuismasjien bedien;
- (18) 'n druk- en/of etiketteermasjien bedien;
- (19) 'n rooster- en droogmasjien bedien;
- (20) 'n tabaksnymasjien bedien;
- (21) 'n tabakdroogmasjien bedien (met inbegrip van 'n koelmasjien);
- (22) 'n tabakverpakkingsmasjien bedien;
- (23) help met en aantekening hou van die ontvangs en/of uitreiking van materiaal en/of vervaardigde goedere;
- (24) oppasser van droër en afskeier;
- (25) bestuur van 'n vorkhefswa;
- (26) afweeg en aanteken vir aksynsdoeleindes;
- (27) sigarette in verpakkingsmasjiene met oop vultregters voer;
- (28) messe slyp;
- (29) sigarette in dose of blikke met die hand pak;
- (30) sorteer, ontvang en afneem van sigaretvervaardigingsmasjien, filtermondstukmonteermasjien en filterprop- en/of vulselmaakmasjien;

„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 in diens in of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) 'n entmasjien bedien;
- (2) 'n sigaretbreekmasjien bedien;
- (3) 'n kode-datummasjien bedien;
- (4) 'n hoeksnymasjien bedien;
- (5) 'n hoekverstywermasjien bedien;
- (6) 'n handvalmes vir die sny van papier en bordpapier of vir die splitsing van koektabak, bedien;
- (7) 'n handrateltabakpers bedien;
- (8) 'n omhulselhervoumasjien bedien;
- (9) 'n nywerheidstofsuiër bedien;
- (10) 'n blaar- of stingelafstroopmasjien bedien;
- (11) 'n kragaangedrewe heen-en-weer vervoerder van groot hoeveelhede bedien;
- (12) 'n kragtabakstorter bedien;
- (13) 'n kragreliëfdrukmasjien bedien;
- (14) 'n kraggeurroermasjien bedien;
- (15) 'n kraggommasjien bedien;
- (16) 'n krag- of hidrouliese hyser vir die oplaag van gebaalde tabak bedien;
- (17) 'n kraggrassnyer bedien;

- (18) operating a power-driven machine for spraying fumigants;
- (19) operating a power-driven machine for turning over tobacco;
- (20) operating a power-driven saw;
- (21) operating a power-driven tobacco mixer or blending cylinder;
- (22) operating a scrap cleaning machine;
- (23) operating a snuff grinding machine;
- (24) operating a stem rolling machine;
- (25) operating a tobacco bag and box wrapping machine;
- (26) affixing excise stamps by hand;
- (27) assembling of assorted manufactured goods and the packing thereof into containers for despatch and/or the selecting of stencils for use on such containers;
- (28) assembling shooks or making wooden boxes, cases or crates by hand;
- (29) drying tobacco on steam or gas pans;
- (30) factory messenger;
- (31) feeding, catching, sorting and taking off from machines in grades IA, IB and II—not elsewhere specified;
- (32) feeding filter tip assembling machines;
- (33) firing and cleaning a boiler and maintaining water level and steam pressure;
- (34) inserting shoulders into new cigarette boxes by hand;
- (35) labelling by hand;
- (36) making bags, pockets, pouches, or "silent salesmen" by hand;
- (37) making paste;
- (38) making snuff by hand;
- (39) making up and inserting inner paper lining for bulk containers of tobacco;
- (40) motor scooter driver;
- (41) oiling and/or greasing machines or motor vehicles;
- (42) operations incidental to the making and assembling of cigarette boxes (by hand)—not elsewhere specified;
- (43) packing foil bundles of cigarettes into cartons by hand;
- (44) packing ground snuff into retail units not exceeding 1 oz.;
- (45) preparing and/or serving food and/or beverages, other than cooking meals or rations;
- (46) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;
- (47) stemming or stripping tobacco leaves by hand;
- (48) straight-laying tobacco leaves from tangled form;
- (49) supervising the steaming of tobacco;
- (50) tubing board for box shoulders;
- (51) watchers on cigarette packing machines;
- (52) weighing and recording weights—not elsewhere specified;
- (53) wrapping packed cigarettes or tobacco into outers by hand;
- (54) wrapping packeted cigarettes and/or tobacco in transparent material by hand;
- (55) writing of assorted code numbers 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, snuff leaf, little cigars, cut or roll tobacco in one or more of the following operations:

- (1) assisting on delivery vans or vehicles;
- (2) closing of packets of tobacco by heat sealing;
- (3) cooking rations;
- (4) counting packets of snuff leaf for record purposes prior to packing into standard containers;
- (5) delivering messages, letters or goods on foot or by means of a bicycle (other than a motor bicycle) or manually-propelled vehicle;
- (6) feeding a tobacco packet sealing machine;
- (7) lining up and/or opening up of cigarette boxes or hulls for packing machines—by hand;
- (8) lye soaking;
- (9) packing into open and standardized containers—not elsewhere specified;
- (10) packing tobacco in bulk, over 16 oz., up to and including 10 lb.;
- (11) placing lids or taggers on to empty or filled box bodies, or tins by hand;
- (12) placing snuff leaf into mould and pushing into packets at end of mould;

- (18) 'n kragaangedrewe masjien vir die bespuiting met berokingsmiddels bedien;
- (19) 'n kragaangedrewe masjien om tabak mee om te draai bedien;
- (20) 'n kragsaag bedien;
- (21) 'n kragaangedrewe tabakmenger of vermeningsilinder bedien;
- (22) 'n afvalskoonmaakmasjien bedien;
- (23) 'n snuifmaalmasjien bedien;
- (24) 'n stingelwalsmasjien bedien;
- (25) 'n tabaksak- en doostoedraaimasjien bedien;
- (26) aksynsseëls met die hand opplak;
- (27) inmeakaarsit van allerhande gefabriseerde goedere en die verpakking daarvan in houters vir versending en/of die selektering van sjablone vir gebruik op sodanige houters;
- (28) duie met die hand inmeakaarsit of houtdose, kiste of kratte maak;
- (29) tabak op stoom- of gaspanne droogmaak;
- (30) fabrieksbode;
- (31) voer, opvang, sorteer en afneem van masjiene in grade IA, IB en II—nie elders gespesifiseer nie;
- (32) filtermondstukmonteeramasjiene bedien;
- (33) 'n ketel stook en skoonmaak en die waterstand en stoomdruk in stand hou;
- (34) skouers met die hand in nuwe sigaretdose insit;
- (35) met die hand etiketteer;
- (36) sakkies, pakkies, tabaksakkies of „stom verkoopmanne" met die hand maak;
- (37) pasta maak;
- (38) snuif met die hand maak;
- (39) opmaak en insit van papiervoerings vir grootmaat-tabakhouers;
- (40) bromponiebestuurder;
- (41) masjiene of motorvoertuie olie en/of smeer;
- (42) werksaamhede wat in verband staan met die maak en inmeakaarsit van sigaretdose (met die hand)—nie elders gespesifiseer nie;
- (43) foeliegebondelde sigarette in kartonne met die hand pak;
- (44) gemaalde snuif in kleinhandeleenhede wat 1 ons nie te bowe gaan nie, verpak;
- (45) voorbereiding en/of bediening van voedsel en/of drank, uitgesonderd die gaarmaak van maaltye of rantsoene;
- (46) beskadigde sigaretdose met die hand herstel en inmeakaarsit (uitgesonderd skoonmaak);
- (47) stingels of tabakblare met die hand afstroop;
- (48) deurmekaar tabakblare reguit lê;
- (49) toesig hou oor die stoom van tabak;
- (50) bord in buise draai vir dooskouers;
- (51) sigaretverpakkingsmasjiene dophou;
- (52) afweeg en aantekening hou van gewigte—nie elders gespesifiseer nie;
- (53) verpakte sigarette of tabak in buitenste omhulsels met die hand toedraai;
- (54) sigarette in pakkies en/of tabak in deursigtige materiaal met die hand toedraai;
- (55) verskillende kodenommers met die hand skryf;

„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 in diens in of in verband met die vervaardiging van sigarette, snuif, snuifblaar, klein sigare, gekerfde of roltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) op afleweringswaens of voertuie help;
- (2) pakkies tabak toemaak deur middel van hitteverseëling;
- (3) rantsoene kook;
- (4) pakkies snuifblaar vir dokumentasie tel voordat dit in standaardhouers verpak word;
- (5) boodskappe, briewe of goedere te voet of met 'n fiets (uitgesonderd 'n motorfiets) of handvoertuig aflewer;
- (6) 'n tabakpakkieverseëlingmasjien voer;
- (7) sigaretdoses of omhulsels vir verpakkingmasjiene in rye plaas en/of oopmaak—met die hand;
- (8) loogbewerking;
- (9) in oop en standaardhouers verpak—nie elders vermeld nie;
- (10) tabak in grootmaat, meer as 16 ons en tot en met 10 lb. verpak;
- (11) deksels of plaatjies op leë of gevulde doosbakke of blikkies met die hand plaas;
- (12) snuifblaar in vorm plaas en in pakkies by die end van vorm druk;

- (13) placing packet on end of mould and pushing tobacco of less than 2 oz., into packet at end of mould;
- (14) sealing containers and/or strapping cases;
- (15) stirring flavouring or casing or colouring materials and/or ingredients other than compounding;
- (16) strip wrapping of packeted tobacco;
- (17) supervising snuff leaf steam pans;
- (18) weighing to a set scale;

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

"handyman" means an employee other than an artisan engaged in making or effecting repairs and/or adjustments to machinery, plant, building or other equipment; provided that an employee effecting repairs and/or adjustments to machinery in motion should be a competent person as defined in regulation 30 of the regulations framed under the Factories Act.

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

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

"law" means any law, proclamation, ordinance, Act of Parliament or other enactment having the force of law, and shall include Common Law;

- (13) pakkie op die end van vorm plaas en tabak wat nie 2 ons te bowe gaan nie in pakkie by end van vorm druk;
- (14) houers verseël en/of bande om kiste slaan;
- (15) geurbestanddele, of mengsel- of kleurmateriaal en/of bestanddele roer, maar nie saamstel nie;
- (16) omhulsel van verpakte tabak afskeur;
- (17) toesig hou oor snuifblaarstoompanne;
- (18) op 'n gestelde skaal afweeg;

„terreinopsigter” ’n werknemer wat daarvoor verantwoordelik is om die terrein in ’n goeie orde en toestand te hou, en wat vir dié doel in bevel is van een of meer arbeiders;

„faktotum” ’n werknemer, uitgesonderd ’n ambagsman, wat herstelwerk en/of verstellings aan masjinerie, installasie geboue en ander uitrusting maak of doen; met dien verstande dat ’n werknemer wat herstelwerk en/of verstellings aan masjinerie wat in beweging is, doen, ’n bevoegde persoon moet wees soos omskryf by regulasie 30 van die regulasies opgestel ingevolge die Fabriekswet;

„arbeider” ’n werknemer in diens in of in verband met die vervaardiging van sigarette, klein sigare, snuif, snuifblaar, gekerfde of rolltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) gesorteerde adresetikette aan houers vasheg;
- (2) plaatjies of wiggies borsel of afwerk;
- (3) plaatjies of wiggies opvang, afweeg en/of bondel;
- (4) beskadigde sigaretdose met die hand skoonmaak;
- (5) tabakkleingoed skoonmaak;
- (6) persele, installasies, masjinerie, werktuie, gereedskap gerei of voertuie skoonmaak;
- (7) tabak of blare met die hand skoonmaak;
- (8) Cellophane-pakkies wat snuifblaar bevat deur midde van hitteverseëlingsmasjien en/of krammasjien toe maak;
- (9) gebruikte baalmateriaal bymekaarmaak, uitsoek en/of bondel;
- (10) ente met die hand afsny;
- (11) papier van rolle met die hand afsny;
- (12) tabak klam maak of in vloeistof indoop;
- (13) sigaretvervaardigings-, sif- en meng- en/of droog masjien voer;
- (14) tabakkleingoed voer;
- (15) filterpropbakke met die hand volmaak;
- (16) tuinmaak, met inbegrip van die gebruik van ’n hand aangedrewe grassnyer;
- (17) kaartjies en/of wiggies met die hand insit;
- (18) laai of aflaai;
- (19) vuurmaak, vure aan die brand hou of uittrek en/of afval of as verwyder;
- (20) dose van rifeelkarton maak en toemaak;
- (21) tabakmengsels met die hand meng;
- (22) artikels verskuif, dra of opstapel;
- (23) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (24) sakke, sakkies, pakkies en/of tabaksakkies oopmaak of toemaak;
- (25) dose of bale, pakkette of ander houers oopmaak of toemaak;
- (26) ’n hystoestel bedien—nie elders gespesifiseer nie;
- (27) tabak in grootmaat verpak (oor 10 lb.);
- (28) stingels uitsoek;
- (29) gekerfde tabak op vervoerbande plaas en/of omdraai;
- (30) snuifblaar op stoompanne plaas en daarvan afneem;
- (31) sak of sakkie op tregter plaas;
- (32) snuifblaar met die hand in pakkies plaas deur ’n tregter;
- (33) snuifblaar in kartonhouers druk;
- (34) ’n handvoertuig stoot of trek;
- (35) aksynsseëls weer in bondels opmaak;
- (36) bindblare met die hand verwyder;
- (37) sigarette met die hand oopbreek;
- (38) rubberstempelwerk;
- (39) tabakblare op vervoerband of tafel van mekaar ske en reguit lê;
- (40) afvalsigarette of -sigaretpakkies of -dose of -toedraai materiaal sorteer;
- (41) tabak bespuit;
- (42) sjabloneerwerk—nie elders gespesifiseer nie;
- (43) tabakblare van vervoerband of tafel afneem en/o verpak;
- (44) slinger draai, voer en afneem van ’n masjien vir aan smeer van teer aan papier vir tabaksakke;
- (45) tabak met die hand omdraai (droogmaak of tyden fermenteerproses);
- (46) snuifblaar met die hand vasmaak;
- (47) ente met die hand losmaak;

„wet” enige wet, proklamasie, ordonnansie, Wet van die Parlement of ander regsgeldige verordening en sluit die gemeen reg in;

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

"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;

"night shift" means in respect of employees other than security officers and watchmen any period of work the major portion of which falls between 8 o'clock p.m. and 6 o'clock a.m.;

"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 varied according to the quantity or output of work done;

"quality control supervisor" means an employee who, under the supervision of a foreman/forewoman, assistant foreman/forewoman, is responsible for examination and maintenance of laid down quality standards, and recording the necessary data and in whom is vested the authority to shut down any machine producing an inferior product;

"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;

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

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

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

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

"short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of material, a general breakdown of plant or machinery caused by accident or other unforeseen emergency 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;

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

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

"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;

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

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

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie 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 daar van hom vereis word om gereed te wees om te dryf;

"nagskof" ten opsigte van werknemers, uitgesonderd veiligheidsbeamptes en wagte, 'n werktydperk waarvan die grootste deel tussen 8 nm. en 6 vm. val;

"n masjien bedien" die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stop van 'n masjien (maar nie 'n ander lid van 'n masjienspersoneel wat 'n masjien mag stopst nie) en omvat die uitvoering van kleinere lopende vertellings aan 'n masjien en om verantwoordelik te wees vir die nasien en dophou van die gehalte werk wat deur so 'n masjien gedoen word;

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

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

"gehaltebeheersigter" 'n werknemer wat onder die toesig van 'n voorman/voorvrou, assistent-voorman/voorvrou, verantwoordelik is vir die ondersoek en instandhouding van voorgeskrewe gehaltestandaarde, en die aantekening van die nodige besonderhede en wat die bevoegdheid besit om enige masjien wat 'n minderwaardige produk lewer, stop te sit;

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

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

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

"afdelingsman" 'n werknemer, uitgesonderd 'n ambagsman, wat herstelwerk uitvoer aan 'n masjien en/of so 'n masjien inmeekaarsit en/of uitmeekaarhaal en/of in beheer is van 'n groep masjiene en verantwoordelik is vir die doeltreffende werkverrigting van sodanige masjiene en wat sodanige masjiene mag bedien;

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

"veiligheidsbeampte, man" 'n werknemer wat toesig hou oor wagte en manlike werknemers mag visenteer en wat persele patroleer;

"veiligheidsbeampte, vrou" 'n werknemer wat persele patroleer en wat vroulike werknemers mag visenteer;

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

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

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

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

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

"opsigter" 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman of assistent-voorvrou, in beheer is van die werknemers in 'n afdeling van 'n bedryfsinrigting, wat beheer oor daardie werknemers uitoefen en wat verantwoordelik is vir die doeltreffende verrigting deur hulle van hulle pligte;

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

"Tobacco Manufacturing Industry" or "the industry" means the industry in which employers and employees are associated in establishments for the manufacturing, preparation, packing and despatching of cigarettes, little cigars, snuff, snuff leaf, cut or roll tobacco including all operations incidental thereto carried on by the employees of such employers in or in connection with an establishment;

"tobacco packer" means an employee engaged in the 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 has had less than one year's experience;

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.;

"wage" means the amount of money payable to an employee in respect of his ordinary hours of work;

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

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

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*.

4. WAGES

(1) Subject to the provisions of sub-clauses (4) and (5) of this clause, the minimum weekly wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:

Provided—

(a) that in classifying an employee he shall be deemed to be in the class in which he is wholly or mainly employed;

(b) that the wage of an employee who works on night shift shall be not less than the daily wage plus 10% (ten per cent) for each night shift worked.

	Per week. R. c.
Foreman	50.00
Forewoman	35.50
Assistant foreman	26.50
Assistant forewoman	25.50
Artisan	40.74
Boiler plant supervisor	35.00
Quality control supervisor	19.00
Supervisor (cigarette manufacturing)	19.00
Supervisor (pipe tobacco manufacturing)	18.00
Examiner, unqualified:—	
During first six months of experience	10.30
During second six months of experience	13.10
Examiner, qualified	16.15
Sectionman, unqualified:—	
During first year of experience	20.00
During second year of experience	24.00
During third year of experience	29.00
Sectionman, qualified	35.00
Security officer, male	21.50
Security officer, female	19.00
Groundsman	20.00
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, unqualified:—	
During first year of experience	10.30
During second year of experience	13.20
During third year of experience	16.00
During fourth year of experience	19.45
During fifth year of experience	20.25
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, qualified	22.20
Factory clerical employee, female, unqualified:—	
During first year of experience	10.30
During second year of experience	11.60
During fourth year of experience	13.70
During fourth year of experience	15.80
Factory clerical employee, female, qualified	19.00

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

„tabakverpakker" 'n werknemer wat met die hand tabak en/of „navy cut" en/of pruimtabak afweeg en/of verpak in pak-kies, tabaksakkies, 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;

„onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat in die geval van 'n motorfiets met twee of drie wiele, bromponie of kragfiets of fiets voorsien van 'n hulpmotor, die onbelaste gewig geag word hoogstens 1,000 lb. te wees;

„loon" die bedrag geld betaalbaar aan 'n werknemer ten opsigte van sy gewone werkure;

„wag" 'n werknemer wat persele patroleer, goedere bewaak, manlike werknemers mag visenteer en pakkette ondersoek.

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

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.

4. LONE

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

(a) dat by die indeling van 'n werknemer hy geag word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is;

(b) dat die loon van 'n werknemer wat nagskofte werk, minstens die dagloon plus 10% (tien persent) vir elke nagskof wat hy gewerk het, moet wees.

	Per week. R. c.
Voorman	50.00
Voorvrou	35.50
Assistent-voorman	26.50
Assistent-voorvrou	25.50
Ambagsman	40.74
Ketelinstallasie-opsigter	35.00
Gehaltebeheeropsigter	19.00
Opsigter (sigaretvervaardiging)	19.00
Opsigter (pytabakvervaardiging)	18.00
Ondersoeker, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding	10.30
Gedurende tweede ses maande ondervinding	13.10
Ondersoeker, gekwalifiseer	16.15
Afdelingsman, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	20.00
Gedurende tweede jaar ondervinding	24.00
Gedurende derde jaar ondervinding	29.00
Afdelingsman, gekwalifiseer	35.00
Veiligheidsbeampte, man	21.50
Veiligheidsbeampte, vrou	19.00
Terreinopsigter	20.00
Klerklike werknemer in fabriek, man, versendingsklerk, ontvangsklerk en stoorman, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	10.30
Gedurende tweede jaar ondervinding	13.20
Gedurende derde jaar ondervinding	16.00
Gedurende vierde jaar ondervinding	19.45
Gedurende vyfde jaar ondervinding	20.25
Klerklike werknemer in fabriek, man, versendingsklerk, ontvangsklerk en stoorman, gekwalifiseer	22.20
Klerklike werknemer in fabriek, vrou, ongekwalifiseer:—	
Gedurende eerste jaar ondervinding	10.30
Gedurende tweede jaar ondervinding	11.60
Gedurende derde jaar ondervinding	13.70
Gedurende vierde jaar ondervinding	15.80
Klerklike werknemer in fabriek, vrou, gekwalifiseer	19.00

	Per week. R. c.
Stores attendant:—	
During first three months of experience	10.30
During next six months of experience	11.50
During next six months of experience	13.00
During next six months of experience	14.50
During next three months of experience	16.00
Thereafter	18.00
Motor vehicle drivers of:—	
Cars and station wagons	14.60
Vans and lorries:—	
Up to 3,000 lb. unladen weight	14.60
Over 3,000 lb. up to 6,000 lb. unladen weight	17.55
Over 6,000 lb. up to 8,000 lb. unladen weight	20.45
Over 8,000 lb. unladen weight	23.65
Part-time motor vehicle driver	10.60
Doorman and/or commissionaire (other than opening and closing of doors only)	16.50
Handyman	14.35
Chargehand	13.85
Teamleader:—	
Of Grade IA employees	16.10
Of Grade IB employees	14.60
Of Grade II employees	11.28
Of Grade III employees and labourers	10.60
Grade IA employees, unqualified:—	
During first three months of experience	10.30
During next six months of experience	10.75
During next six months of experience	10.85
During next six months of experience	12.43
During next three months of experience	13.80
Grade IA employees, qualified	15.65
Grade IB employees, unqualified:—	
During first three months of experience	10.30
During next six months of experience	10.70
During next six months of experience	10.80
During next six months of experience	10.90
During next three months of experience	11.68
Grade IB employees, qualified	14.00
Tobacco packers, unqualified:—	
During first six months of experience	10.30
During next three months of experience	10.70
During next three months of experience	10.80
During next three months of experience	10.95
Tobacco packers, qualified	13.15
Grade II employees, unqualified:—	
During first six months of experience	13.30
During next six months of experience	10.50
Grade II employees, qualified	10.70
Watchman	10.55
Grade III employees	10.40
Labourers	10.30
Employees in this Agreement not elsewhere specified	10.70

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

- All employees who qualify for an increase during the period 1st January to 31st March of each calendar year shall be granted such increases on the 15th February, which falls within the period and such increases shall be applicable to the whole of the pay week in which the 15th February falls.
- Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September and 1st October to 31st December of each calendar year, shall accrue to employees on the 15th May, 15th August and 15th November which falls within the respective periods.

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

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

(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-clause (1) of this clause shall pay such employee who performs work on a differential basis for longer than one hour in the aggregate on any day in an occupation—

	Per week. R. c.
Voorradebediende:—	
Gedurende eerste drie maande ondervinding	10.30
Gedurende daaropvolgende ses maande ondervinding	11.50
Gedurende daaropvolgende ses maande ondervinding	13.00
Gedurende daaropvolgende ses maande ondervinding	14.50
Gedurende daaropvolgende drie maande ondervinding	16.00
Daarna	18.00
Motorvoertuigdrywers van:—	
Motorkarre en stasiewaens	14.60
Aflewings- en vragwaens:—	
Met 'n onbelaste gewig van hoogstens 3,000 lb.	14.60
Met 'n onbelaste gewig van meer as 3,000 lb. maar met hoogstens 6,000 lb.	17.55
Met 'n onbelaste gewig van meer as 6,000 lb. maar hoogstens 8,000 lb.	20.45
Met 'n onbelaste gewig van meer as 8,000 lb.	23.65
Deeltyse motorvoertuigdrywer	10.60
Deurwag en/of commissionaire (uitgesonderd dié wat slegs deure oop- en toemaak)	16.50
Faktotum	14.35
Onderbaas	13.85
Spanleier:—	
Van graad IA-werknemers	16.10
Van graad IB-werknemers	14.60
Van graad II-werknemers	11.28
Van graad III-werknemers en arbeiders	10.60
Graad IA-werknemers, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	10.30
Gedurende daaropvolgende ses maande ondervinding	10.75
Gedurende daaropvolgende ses maande ondervinding	10.85
Gedurende daaropvolgende ses maande ondervinding	12.43
Gedurende daaropvolgende drie maande ondervinding	13.80
Graad IA-werknemers, gekwalifiseer	15.65
Graad IB-werknemers, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	10.30
Gedurende daaropvolgende ses maande ondervinding	10.70
Gedurende daaropvolgende ses maande ondervinding	10.80
Gedurende daaropvolgende ses maande ondervinding	10.90
Gedurende daaropvolgende drie maande ondervinding	11.68
Graad IB-werknemers, gekwalifiseer	14.00
Tabakverpakker, ongekwalifiseer:—	
Gedurende eerste drie maande ondervinding	10.30
Gedurende daaropvolgende drie maande ondervinding	10.70
Gedurende daaropvolgende drie maande ondervinding	10.80
Gedurende daaropvolgende drie maande ondervinding	10.95
Tabakverpakker, gekwalifiseer	13.15
Graad II-werknemers, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding	10.30
Gedurende daaropvolgende ses maande ondervinding	10.50
Graad II-werknemers, gekwalifiseer	10.70
Wag	10.55
Graad III-werknemers	10.40
Arbeiders	10.30
Werknemers nie elders in hierdie Ooreenkoms gemeld nie	10.70

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

- 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 15 Februarie wat binne die tydperk val en daardie verhoging moet toegepas word op die hele betaalweek waarin 15 Februarie val.
- 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 15 Mei, 15 Augustus en 15 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 tabakvervaardigingsnywerheid wat dieselfde werk doen as dié wat van die los werknemer vereis 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 klousule 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 loon.*—'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 subklousule (1) van hierdie klousule voorgeskryf is, moet so 'n werknemer wat werk op 'n differensiële grondslag vir altesaam meer as een uur op 'n dag verrig, soos volg besoldig:

- (i) which falls under the definitions Grade IA or Grade IB, an addition of 20% of the wage of the lower class for the whole day on which such work is performed;
- (ii) which falls under the definition of Grade II, the qualified rate, or in any occupation for which no rising scale is prescribed, the wage calculated at such higher wage rate for the whole day on which such work is performed:

Provided that—

- (a) where the sole difference between classes is in terms of sub-clause (5) (i) of this clause based on experience the provisions of this sub-clause shall not apply;
- b) the provisions of this sub-clause 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-clause for a continuous period of more than three months in a calendar year;
- (d) when an employee who has been granted exemption to perform work of a lower grade is called upon to do the work temporarily which he/she performed previously in a higher grade, that employee shall receive the full rate of the higher grade for the time while he/she is so employed.

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

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

- (a) *Calculation of Monthly wage.*—For the purpose of calculating the monthly wage of an employee for whom a weekly wage is prescribed the weekly wage shall be multiplied by 4½.
- (b) *Calculation of Weekly wage.*—For the purpose of calculating the weekly wage of an employee who is paid monthly, the monthly wage shall be divided by 4½.
- (c) *Calculation of Hourly wage.*—The hourly wage of an employee shall be calculated by dividing the weekly wage by 42.

(8) *Promotion.*—Where a vacancy occurs in any establishment in a grade or class of work for which a higher wage, or in the case of a rising scale of wages, a higher qualified wage is prescribed than that payable to other employees in such establishment, the employer shall fill such vacancy by one of his employees of a lower grade: Provided that where special reasons exist, the 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.

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

5. PAYMENT OF WAGES

(1) *An employee other than a Casual Employee.*—Save as provided in clause 7 (2) any amount due to an employee shall be paid in cash weekly, or monthly, if the employer and the employee have agreed thereto in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment 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 or any other payment made, the total wages paid, and the closing date of the period in respect of which payment is made and the amount deducted for trade union fees, council fees, contributions prescribed under the Unemployment Insurance Act, No. 30 of 1966, and contributions to pensions, provident, sick benefit fund fees and any other deductions made: Provided that where an agreement in terms of clause 23 (1) (ii) has been entered into for a period of notice of longer than one week, wages may be paid at the end of each such longer period.

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

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

(i) in 'n beroep wat ressorteer onder die woordomskravings graad IA of graad IB, 'n bykomende 20 persent van die loon van die laer klas vir die hele dag waarop sodanige werk verrig is;

(ii) in 'n beroep wat ressorteer onder die woordomskraving van graad II, die gekwalifiseerde skaal, of in 'n beroep waarvoor daar nie 'n stygende loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër skaal vir die hele dag waarop sodanige werk verrig is. Met dien verstande dat—

- (a) as die enigste verskil tussen klasse kragtens subklousule (5) (i) van hierdie klousule op ondervinding gebaseer is, die bepaling van hierdie subklousule nie van toepassing is nie;
- (b) die bepaling van hierdie subklousule 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 op een slag waargeneem, in welke geval dit op die tydperk wat meer is as sodanige week, van toepassing is;
- (c) 'n werkgewer nie van 'n werknemer mag vereis of hom toelaat om werk te verrig in enige graad wat hom/haar vir 'n differensiële loon kragtens hierdie subklousule vir 'n onafgebroke tydperk van meer as drie maande in 'n kalenderjaar kwalifiseer nie;
- (d) wanneer 'n werknemer aan wie vrystelling verleen is om werk van 'n laer graad te verrig, opdrag ontvang om tydelik die werk te doen wat hy/sy vroeër in 'n hoër graad verrig het, so 'n werknemer teen die volle loonskaal van die hoër graad besoldig moet word vir die tyd terwyl hy/sy so in diens was.

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

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

- (a) *Berekening van maandloon.*—Ten einde die maandloon van 'n werknemer te bereken vir wie 'n weekloon voorgeskryf is, moet die weekloon met 4½ vermenigvuldig word.
- (b) *Berekening van weekloon.*—Ten einde die weekloon van 'n werknemer te bereken wat maandeliks besoldig word, moet die maandloon deur 4½ gedeel word.
- (c) *Berekening van uurloon.*—Die uurloon van 'n werknemer moet bereken word deur die weekloon deur 42 te deel.

(8) *Bevordering.*—As 'n vakature in 'n bedryfsinrigting ontstaan in 'n graad of klas werk waarvoor 'n hoër loon, of in die geval van 'n stygende loonskaal 'n hoër kwalifiserende loon voorgeskryf is as wat aan ander werknemers in sodanige bedryfsinrigting betaal moet word, moet die werkgewer so 'n vakature deur een van sy werknemers van 'n laer graad vul; met dien verstande dat as daar spesiale redes bestaan, die werkgewer 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 so 'n werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie.

(9) *Oorplasing na 'n hoër graad.*—'n Werknemer wat na 'n hoër graad oorgeplaas word, moet die loon 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 LONE

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepalinge van klousule 7 (2), moet enige bedrag verskuldig aan 'n werknemer, weekliks, of maandeliks, indien die werkgewer en werknemer aldus skriftelik ooreengekom het, gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word en moet dit in 'n geslote koefert wees met, aan die buitekant, die werkgewer en werknemer se name, die werknemer se fabrieksnummer, beroep, klassifikasie en loonskaal, die getal gewone en oortydure gewerk, die loon ten opsigte van elk betaal, die bedrag aan bonus, verrekening of enige ander betaling wat gedoen is, die totale loon wat betaal word en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en die bedrag wat afgetrek word vir vakverenigingsgelde, raads-gelde, bydraes soos voorgeskryf kragtens die Werkloosheidsver-sekeringswet, No. 30 van 1966 en bydraes aan pensioen-, voor-sorg- en siektefondse en enige ander aftrekkings; met dien verstande dat as 'n ooreenkoms ingevolge klousule 23 (1) (i) aange-gaan is vir 'n diensopseggingstyd wat langer as een week is, lone aan die einde van elke sodanige langer tydperk betaal kan word.

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

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

(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.

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

- (a) Deductions for council funds and sick benefit funds, and with the written consent of the employee for pension, provident, insurance and savings funds.
- (b) Except where otherwise provided in this agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such an employee was receiving in respect of his ordinary hours of work at the time of such absence.
- (c) A deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make.
- (d) Whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time, a deduction of the wage for one hour, based on the wage prescribed in clause 4 (1) or 4 (4) and calculated in accordance with clause 4 (7) (c), in respect of each hour of such reduction: Provided that such deduction shall not exceed the wage 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 of plant or machinery due to accident, wet weather or other unforeseen emergency in respect of the first hour not worked.
- (e) Deduction in terms of clause 14 (4).
- (f) with the written consent of an employee contributions due to the National Union of Cigarette and Tobacco Workers (Johannesburg branch).

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 male security officer or a watchman—
 - (i) forty-two in any week from Thursday to Wednesday inclusive;
 - (ii) eight and three-quarters on any day from Monday to Thursday and eight on any Friday;
 - (iii) a week shall consist of five days only; save as provided in sub-clause (10) (c) of this clause no work shall be performed on a Saturday;
- (b) in the case of a male security officer and 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;
 - (iv) that for the purpose of this sub-clause the expression day means any period of 24 consecutive hours reckoned from the time the watchman or security officer commences work.

(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;

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

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

(6) *Losies en inwoning.*—Behoudens die bepalings van 'n wet, mag '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) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemers geen boetes ople of enige bedrag van sy werknemer se loon aftrek nie, uitgesonderd die volgende:

- (a) Aftrekkings vir raadsfondse en die siektebystandsfonds, en met die skriftelike toestemming van die werknemer, vir pensioen-, voorsorg-, versekering- en spaarfondse.
- (b) Behoudens andersluidende gepalings in hierdie Ooreenkoms, as 'n werknemer van sy werk af wegbly uitgesonderd in opdrag of op versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ontvang het ten opsigte van sy gewone werkure ten tye van sodanige afwesigheid.
- (c) 'n Aftrekking van enige bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek.
- (d) Wanneer die gewone werkure wat in klousule 6 (1) voorgeskrif word, vanweë korttyd verminder word, 'n aftrekking van die loon vir een uur, gebaseer op die loon voorgeskrif in klousule 4 (1) of 4 (4) en bereken ooreenkomstig klousule 4 (7) (c), ten opsigte van elke uur van sodanige vermindering; met dien verstande dat sodanige aftrekking nie die loon van so 'n werknemer vir ses uur in 'n bepaalde week te bowe mag gaan nie, ongeag die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen aftrekking in die volgende gevalle gemaak mag word nie—
 - (i) in die geval van korttyd wat ontstaan uit 'n tydelike bedryfslapte of tekort aan materiaal, tensy die werkgever sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - (ii) in die geval van korttyd wat 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) Aftrekkings kragtens klousule 14 (4).
- (f) Met die skriftelike toestemming van 'n werknemer, bydraes verskuldig aan die National Union of Cigarette and Tobacco Workers (Johannesburgse tak).

6. WERKURE, GEWONE OORTYD EN BESOLDIGING VIR OORTYD

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

- (a) in die geval van 'n werknemer, uitgesonderd 'n manlike veiligheidsbeampte of 'n wag—
 - (i) twee-en-veertig in 'n week van Donderdag tot en met Woensdag;
 - (ii) agt en driekwart op 'n dag van Maandag tot Donderdag en agt op Vrydag;
 - (iii) 'n week tel slegs vyf dae; behoudens die bepalings van subklousule (10) (c) van hierdie klousule, mag geen werk op 'n Saterdag verrig word nie;
- (b) in die geval van 'n manlike veiligheidsbeampte en 'n wag—
 - (i) agt-en-veertig in 'n week van Donderdag tot en met Woensdag;
 - (ii) agt uur per skof;
 - (iii) 'n week kan uit ses skofte bestaan;
 - (iv) dat vir die toepassing van hierdie subklousule, die uitdrukking „dag" enige tydperk van 24 agtereenvolgende ure beteken, gereken van die tyd af wat die wag of veiligheidsbeampte begin werk het.

(2) 'n Werkgever 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 'n driekwart uur per dag wees nie.

(4) *Etenspouses.*—'n Werkgever mag 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 pouse mag nie as deel van die gewone werkure of oortyd gereken word nie; met dien verstande dat—

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

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

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

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

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

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

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

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

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

(ii) the duration of such interval is not shown in the records required to be kept in terms of section nine of the Factories, Machinery and Building Work Act; 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-clause 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-clause (1) of this clause whenever an employee is required to work on a public holiday, mentioned in clause 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on Saturday, shall not exceed 5 hours.

(9) *Overtime.*—All time worked in excess of the maximum number of hours prescribed in sub-clauses (1) and (3) of this clause 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-clause (c) for more than two hours on 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 on 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 on any day unless he has—

(1) given notice thereof to such employee before mid-day; or

(2) provided such employee with an adequate meal before she has to commence overtime; or

(3) paid such employee an allowance of fifteen cents 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 for Overtime.*—An employer shall pay his employee at the rate of not less than one and one-half times his wage in respect of all overtime worked by such employee, such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.

(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-clauses (6) and (10) of this clause shall not apply to a male employee employed on emergency work or work in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work and the provisions of sub-clauses (4), (5), (7) and (10) of this clause shall not apply to a watchman.

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

7. ANNUAL LEAVE

(1) Save as provided in paragraphs (c) and (d) of this sub-clause, 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 three consecutive weeks on full pay.

(b) die middel van elke tweede werkdag op 'n dag as die tydperk langer as twee uur is;

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

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

(7) Bykomend tot die tydperk wat 'n werknemer werklik werk, word dit beskou dat hy werk—

(a) gedurende sy volle werkpouses, indien—

(i) dit hom nie vry staan om die perseel van sy werk-gewer vir die volle duur van so 'n pouse te verlaat nie; of

(ii) die duur van so 'n pouse nie aangetoon word in die registers wat ingevolge artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk, gehou moet word nie; en

(b) gedurende enige ander tydperk wat hy op die perseel van sy werk-gewer is;

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

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Wanneer daar van 'n werknemer vereis word om op 'n openbare vakansiedag, in klousule 9 (1) genoem, of op 'n Sondag te werk, moet die werkure op so 'n dag, vir die toepassing van subklousule (1) van hierdie klousule, hoogstens die gewone ure wees wat gewoonlik op so 'n dag gewerk word (vir hierdie doel is Maandag die gelykwaardige werkdag vir Sondag) en, as die openbare vakansiedag op 'n Saterdag val, mag daar hoogstens 5 uur gewerk word.

(9) *Oortyd.*—Alle tyd gewerk meer as die maksimum getal ure ten opsigte van die dag of week in subklousules (1) en (3) van hierdie klousule voorgeskryf, word as oortyd geag.

(10) *Beperking van oortyd.*—'n Werk-gewer mag 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 die bepalings van subklousule (c), langer as twee uur op 'n dag;

(ii) langer as 10 uur in 'n week;

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

(i) langer as twee uur op 'n dag;

(ii) op meer as drie agtereenvolgende dae;

(iii) langer as 10 uur in 'n week;

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

(v) 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 15 sent betaal het om die werknemer in staat te stel om 'n maaltyd te verkry voordat met oortyd begin moet word;

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

(11) *Besoldiging vir oortyd.*—'n Werk-gewer moet sy werknemer besoldig teen minstens een en 'n half maal sy loonskaal ten opsigte van alle oortyd deur die werknemer gewerk en die oortyd moet die totaal wees van alle tydperke oortyd gedurende 'n week gewerk en enige breukgedeelte van 'n uur moet as 'n uur gereken word.

(12) Van geen werknemer mag 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 subklousules (6) en (10) van hierdie klousule is nie van toepassing nie op 'n manlike werknemer wat noodwerk verrig of werk in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, en die bepalings van subklousules (4), (5), (7) en (10) van hierdie klousule is nie op 'n wag van toepassing nie.

(15) *Omdraai van tabak gedurende fermenteerproses.*—'n Werk-nemer wat hierdie klas werk verrig, mag nie toegelaat word om die werk vir langer as drie agtereenvolgende maande gedurende enige ses agtereenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF

(1) Behoudens die bepalings van paragrawe (c) en (d) van hierdie subklousule, moet 'n werk-gewer aan sy werknemer ten opsigte van elke kalenderjaar, jaarlikse verlof 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 sodanige verlof betrekking het, in sy diens was, drie agtereenvolgende weke met volle besoldiging.

- (b) In the case of an employee who commenced work after the 15th January of the calendar year to which such leave relates, one and a quarter days 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 three consecutive weeks. For the purpose of this sub-clause one day's pay shall mean one-fifth of the employee's weekly wage.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) and in substitution therefor an employer shall have the right to grant the number of days' leave on full pay in terms of the said sub-clause 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 paragraph (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave relates.
- (e) Whenever any public holidays as defined in clause 9 (1) fall within the period of such leave such holidays shall be added to the said period as a further period of leave of absence on the following basis:
- 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 clause 9 (3).
- (f) An employer may offset against such period of leave any day of occasional leave other than sick leave, in terms of clause 8, granted on full pay to his employee at his employee's 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 clause 8 nor with any period during which the employee is required to undergo military training, or with any period of notice in terms of clause 23.
- (2) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) of this clause shall be paid on the last work day before the date of the commencement of such leave.
- (3) *Annual Bonus.*—In addition to the remuneration set out in sub-clause (2) above:
- An employer shall pay as an annual bonus to each employee who is still in his employ at the time of the granting of annual leave as laid down in sub-clause (1) of this clause:
- To each such employee who has been in his continuous employment since the 15th January, one week's wage as prescribed herein for his class or occupation.
 - To each such employee engaged after the 15th January, one twelfth of the weekly wage for his class or occupation in respect of each month of employment calculated from the date of engagement:
- Provided that for the purpose of calculating the annual bonus in the case of night-shift workers the 10 per cent additional allowance in terms of clause 4 (1) (b) shall be added to the prescribed weekly wage, and that where occasional night-shifts are worked the 10 per cent allowance shall be added *pro rata* to the period or periods of night-shifts worked during the year, and provided further that those employees who are granted leave other than in December shall be paid the annual bonus during December each year on the basis laid down above and not at the time of proceeding on leave.
- (4) An employee whose contract of employment terminates before the period of leave referred to in sub-clause (1) accrued, shall upon such termination be paid in respect of each completed month of such period of less than one calendar year not less than one and one-quarter day's pay based on the weekly wage which he was receiving immediately before the date of such termination.
- (5) An employee who is engaged on piece-work or any system of individual or group incentive scheme shall have his wage for the purpose of this clause based on the average wage he earned for ordinary time worked for the nearest three weeks on full time prior to such holiday leave.
- (6) An employee who has become entitled to a period of leave in terms of sub-clause (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-clause (1), (4) or (5), whichever is applicable.
- (7) For the purpose of this clause, the expression "employment" shall be deemed to include any period or periods during which an employee is—
- absent on leave in terms of sub-clause (1);
 - required to undergo military training, to a maximum period of nine months in that year;

- (b) In die geval van 'n werknemer wat begin werk het na 15 Januarie van die kalenderjaar waarop sodanige verlof betrekking het, een en 'n kwart dag teen volle besoldiging ten opsigte van elke voltooide maand in diens; met dien verstande dat 'n werkgever van so 'n werknemer mag vereis om bykomende verlof sonder betaling te neem vir 'n totale verloftydperk van hoogstens drie agtereenvolgende weke. Vir die toepassing van hierdie subklousule beteken een dag se besoldiging een vyfde van die werknemer se weekloon.
- (c) Ondanks die bepalings van paragrawe (a) en (b) en ter vervanging daarvan, het 'n werkgever die reg om die getal verlofdae teen volle besoldiging kragtens genoemde subklousule 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 bestuur van sy saak nodig mag wees.
- (d) Van 'n werknemer wat maandeliks besoldig word, kan vereis word of kan hy toegelaat word om sy verlof teen volle besoldiging en wat moet duur soos voorgeskryf in paragraaf (a) of (b), 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 omskryf in klousule 9 (1), binne sodanige verloftydperk val, moet dié vakansiedae by die genoemde tydperk gevoeg word as 'n verdere verloftydperk, op die volgende grondslag:
- As die genoemde openbare vakansiedag op 'n gewone werkdag val, moet die vakansiedag by die verloftydperk teen volle besoldiging gevoeg word.
 - As genoemde openbare vakansiedag op 'n Saterdag val, moet dit gereken en moet daarvoor betaal word soos bepaal 'n klousule 9 (3).
- (f) 'n Werkgever mag enige dag geleentheidsverlof, uitgesonderd siekteverlof ingevolge die bepalings van klousule 8, wat op sy werknemer se skriftelike versoek aan sy werknemer teen volle besoldiging toegestaan is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, van die verloftydperk aftrek.
- (g) Die verloftydperk mag nie met siekteverlof ingevolge die bepalings van klousule 8 of met 'n tydperk waarin die werknemer militêre opleiding moet ondergaan of met 'n tydperk van kennis van diensbeëindiging ingevolge klousule 23, saamval nie.
- (2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof bedoel in subklousule (1) van hierdie klousule, moet op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.
- (3) *Jaarlikse bonus.*—Benewens die besoldiging gemeld in subklousule (2) hierbo:
- Moet 'n werkgever aan elke werknemer wat nog in sy diens is ten tye van die verlening van jaarlikse verlof, soos voorgeskryf in subklousule (1) van hierdie klousule, die volgende betaal:
- Aan elke sodanige werknemer wat ononderbroke in sy diens was sedert 15 Januarie, een week se loon soos hierin voorgeskryf vir sy klas of beroep.
 - Aan elke sodanige werknemer wat in diens geneem is na 15 Januarie, een twaalfde van die weekloon van sy klas of beroep ten opsigte van elke maand diens bereken van die datum van indiensneming af:
- Met dien verstande dat vir doeleindes van berekening van die jaarlikse bonus in die geval van nagskofwerkers, die addisionele toelae van 10 persent kragtens klousule 4 (1) (b) by die voorgeskrewe weekloon gevoeg moet word, en dat waar daar toevallig nagskofte gewerk word, die 10 persent toelae op 'n *pro rata* basis by die tydperk of tydperke wat nagskofte gedurende die jaar gewerk is, gevoeg moet word, en voorts met dien verstande dat daar aan dié werknemers aan wie verlof op 'n ander tyd as in Desember verleen word, die jaarlikse bonus gedurende Desember elke jaar betaal moet word op die grondslag hierbo voorgeskryf en nie op die datum waarop hulle met verlof gaan nie.
- (4) 'n Werknemer wie se dienskontrak eindig voor die tydperk van verlof wat in subklousule (1) bedoel word, opgehoop het, moet by sodanige beëindiging ten opsigte van elke voltooide maand van sodanige tydperk van minder as een kalenderjaar, minstens een en 'n kwart dag se loon, gebaseer op die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal word.
- (5) 'n Werknemer wat stukwerk verrig of in diens is volgens 'n stelsel van individuele of groeponsporingskema, se loon moet, by die toepassing van hierdie klousule, gebaseer word op die gemiddelde loon wat hy verdien het teen gewone tyd gewerk teen volle besoldiging gedurende die naaste drie weke voor sodanige vakansieverlof.
- (6) 'n Werkgever wat op 'n verloftydperk geregtig geword het ingevolge die bepalings van subklousule (1) en wie se dienskontrak beëindig word voordat sodanige verlof verleen is, moet by sodanige diensbeëindiging die bedrae betaal word bedoel by subklousules (1), (4) of (5), na gelang van welke een van toepassing is.
- (7) Vir die toepassing van hierdie klousule, word die uitdrukking „diens” geag om 'n tydperk of tydperke in te sluit waarby 'n werknemer—
- met verlof afwesig is ingevolge die bepalings van subklousule (1);
 - militêre opleiding moet ondergaan, tot 'n maksimum tydperk van nege maande gedurende daardie jaar;

- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent for a period not exceeding fourteen weeks due to illness, accident or confinement in terms of section twenty-three 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

(1) An employer shall grant sick leave on full pay in the event of illness to all employees on the basis of 7 hours in respect of each full calendar month of service from the date of engagement to the next 30th June, and thereafter of 84 hours from the 1st July to the following 30th June; and to all employees who have completed not less than one full period of twelve months employment reckoned from the 1st July to the 30th June with the same employer, 168 hours in each succeeding period of 24 months.

(2) In the event of *bona fide* termination of service of an employee before the expiry of the cycle or periods referred to in sub-clause 1 above, any sick leave paid by an employer in excess of 7 hours in respect of each completed month of employment from the commencement of the current cycle or period may be deducted by the employer from any moneys due to the employee, and where such moneys are insufficient to cover the excess, the shortfall shall be recoverable by the employer from the Transvaal Tobacco Industry Medical Benefit Society.

(3) In the case of Security Officers and Watchmen, the periods of 7 hours, 84 hours and 168 hours referred to in sub-clauses (1) and (2) above, shall be 8 hours, 96 hours and 192 hours respectively.

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

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

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

(7) For the purpose of this clause 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 pay—

- (i) to an employee other than a Security Officer or Watchman, one-fifth of the prescribed weekly wage on New Year's Day, Good Friday, Easter Monday, Van Riebeeck Day, Ascension Day, Republic Day, Family Day, Settlers Day, Kruger Day, Day of the Covenant (16th December), Christmas Day and Boxing Day, and
- (ii) to a Security Officer or Watchman, one-sixth of the prescribed weekly wage on New Year's Day, Good Friday, Ascension Day, Day of the Covenant (16th December) and Christmas Day.

and for the purpose of this clause only the days enumerated in each case, shall be deemed to be public holidays, provided that—

- (a) whenever Boxing Day falls on a Monday, the following Tuesday shall be deemed to be Boxing Day, and that when Ascension Day falls on Republic Day the 31st May, the 30th May shall be deemed to be a public holiday,
- (b) whenever any of these days falls on a Sunday the following Monday shall be deemed to be that holiday.

(c) van die werk afwesig is in opdrag of op versoek van sy werkgever;

(d) afwesig is vir 'n tydperk wat nie veertien weke te bowe gaan nie as gevolg van siekte, ongeluk of bevalling ingevolge die bepalings van artikel 23 van die Fabriekswet, met dien verstande dat sodanige tydperk of tydperke van afwesigheid gestaaft word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn ten bewyse van onbevoegdheid om te werk, welke onbevoegdheid nie toe te skryf moet wees aan wangedrag of moedswillige nalatigheid van die betrokke persoon nie; voorts met dien verstande dat sodanige tydperk van veertien weke slegs van toepassing is ten opsigte van dié persone wat in die diens van dieselfde werkgever is wanneer jaarlikse verlofgelde uitbetaal word en tye van die bedryfsinrigting se sluiting vir jaarlikse verlof;

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

8. SIEKTEVERLOF

(1) 'n Werkgever moet in die geval van siekte, siekteverlof teen volle besoldiging aan alle werknemers verleen op die grondslag van 7 uur ten opsigte van elke volle kalendermaand diens van die datum van indiensneming af tot die volgende 30 Junie, en daarna 84 uur van 1 Julie tot die volgende 30 Junie; en aan alle werknemers wat minstens een volle tydperk van twaalf maande diens gereken van 1 Julie tot 30 Junie, by dieselfde werkgever voltooi het, 168 uur in elke daaropvolgende tydperk van 24 maande.

(2) In die geval van *bona fide* diensbeëindiging van 'n werknemer voor die verstryking van die kringloop of tydperke bedoel in subklousule 1 hierbo, mag enige siekteverlof wat 7 uur ten opsigte van elke voltooide maand diens van die aanvang van die lopende kringloop of tydperk te bowe gaan, en deur 'n werkgever uitbetaal is, deur die werkgever afgetrek word van geld wat aan die werknemer verskuldig is, en waar sodanige geld nie voldoende is om die oormaat te dek nie, moet die werkgever die tekort verhaal van die Transvaal Tobacco Industry Medical Benefit Society.

(3) In die geval van veiligheidsbeamptes en wagte, is die tydperk van 7 uur, 84 uur en 168 uur bedoel in subklousules (1) en (2) hierbo, onderskeidelik 8 uur, 96 uur en 192 uur.

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

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

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

(7) Vir die toepassing van hierdie klousule beteken 'n dag die gewone werkdag 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 SONDAE

1. 'n Werkgever moet aan 'n werknemer verlof toestaan en hom soos volg betaal:

- (i) Aan 'n werknemer, uitgesonderd 'n veiligheidsbeampte of wag, een vyfde van die voorgeskrewe weekloon ten opsigte van Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Van Riebeeckdag, Hemelvaartsdag, Republiekdag, Gesinsdag, Setlaarsdag, Krugerdag, Geloftedag (16 Desember), Kersdag en Tweede Kersdag, en
- (ii) aan 'n veiligheidsbeampte of wag, een sesde van die voorgeskrewe weekloon ten opsigte van Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag (16 Desember) en Kersdag,

en vir die toepassing van hierdie klousule, moet slegs die dae wat in elke geval genoem word as openbare vakansiedae geag word, met dien verstande dat—

- (a) wanneer Tweede Kersdag op 'n Maandag val, die volgende Dinsdag as Tweede Kersdag geag word, en dat wanneer Hemelvaartsdag op Republiekdag 31 Mei val, 30 Mei as 'n openbare vakansiedag geag word,
- (b) wanneer enigeen van hierdie dae op 'n Sondag val, die volgende Maandag as dié vakansiedag geag word.

2. *Payment for work on Public Holidays*—Subject to the provisions of clause 6 (8), whenever an employee has worked on a public holiday, his employer shall pay the employee his ordinary wage in respect of the time worked, any part of an hour worked counting as a completed hour, in addition to the pay due under sub-clause (1) (i) or (ii) hereof.

3. *Payment for Public Holidays falling on a Saturday*—Whenever any public holiday prescribed in sub-clause (1) (i) and (ii) of this clause falls on a Saturday, the employer shall pay the employee for such holiday as applicable in terms of sub-clause (1) (i) or (ii) in addition to the wage earned for that week. If during the period of annual leave a public holiday should fall on a Saturday, an extra day in lieu thereof shall be added to the period of leave, and payment shall be made only for such extra day.

4. *Payment for work on Sundays*—Subject to clause 6 (8) whenever an employee, other than a Security Officer or Watchman has worked on a Sunday, his employer shall—

- (a) in respect of a Sunday, pay the employee at a rate not less than double his ordinary wage in respect of the total period so worked, or remuneration which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater, or
- (b) pay the employee who so worked on a Sunday one and a half times the weekly wage prescribed in clause 4 (1) or clause 4 (4) for an employee of his class, divided by 42 for each hour or part of an hour so worked, and grant him within seven days of such Sunday, one days' leave and pay him in respect thereof not less than the weekly wage prescribed in clauses 4 (1) and 4 (4) for an employee of his class divided by five.

10. PROPORTION OF RATIO

An employer shall not employ—

- (a) an unqualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade IA and Grade IB employee unless he has in his employ a qualified factory clerical employee or 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, 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) 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-clause, 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 clause be deemed to be a qualified employee;
 - (ii) an employee who is wholly or mainly engaged in performing the work of a factory clerical employee, receiving clerk, despatch clerk, and/or storeman may be deemed to be a qualified factory clerical employee, receiving clerk, despatch clerk and/or storeman, as the case may be.

11. PIECE-WORK

(1) An employee employed on piece-work for any period shall be paid the full amount earned by him under the piece-work rates, subject to sub-clause (2), (3) and (4) of this clause; provided that, irrespective of the amount of such 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, or any scheme under which an employee's remuneration is varied according to the quantity or output of work done unless he has given to his employees concerned, and to the Council not less than two weeks notice of his intention to do so, and unless he has received the Council's consent to the proposed rates and/or scheme.

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

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

2. *Betaling vir werk op openbare vakansiedae*.—Behoudens die bepaling van klousule 6 (8), moet 'n werknemer wat op 'n openbare vakansiedag gewerk het, deur sy werkgever sy gewone loon betaal word ten opsigte van die tyd gewerk, bykomend tot die besoldiging verskuldig ingevolge die bepaling van subklousule (1) (i) of (ii) hiervan, en 'n deel van 'n uur wat gewerk is, word as 'n voltooiende uur gereken.

3. *Betaling vir openbare vakansiedae wat op 'n Saterdag val*.—Wanneer enige openbare vakansiedag, in subklousule (1) (i) en (ii) van hierdie klousule voorgeskryf, op 'n Saterdag val, moet die werkgever die werknemer vir sodanige vakansiedag betaal soos van toepassing ingevolge die bepaling van subklousule (1) (i) of (ii), bykomend tot die loon vir daardie week. Indien 'n openbare vakansiedag gedurende die tydperk van die jaarlikse verlof op 'n Saterdag val, moet 'n bykomende dag in die plek daarvan by die verloftydperk gevoeg word en moet daar slegs vir daardie bykomende dag betaal word.

4. *Betaling vir werk op Sondae*.—Behoudens die bepaling van klousule 6 (8), moet 'n werknemer, uitgesonderd 'n veiligheids-beampte of wag, wat op 'n Sondag gewerk het, deur sy werk-
gewer—

- (a) ten opsigte van 'n Sondag, minstens dubbel sy loon betaal word ten opsigte van die totale tydperk aldus gewerk, of besoldiging van minstens dubbel die gewone loon betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, na gelang van wat die grootste is, of
- (b) ten opsigte van werk aldus op 'n Sondag verrig, betaal word teen die skaal van een en 'n half maal die weekloon voorgeskryf in klousule 4 (1) of klousule 4 (4) vir 'n werknemer in sy klas, gedeel deur 42 vir elke uur of deel van 'n uur aldus gewerk, en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon betaal wat in klousules 4 (1) en 4 (4) vir 'n werknemer van sy klas voorgeskryf is, gedeel deur vyf.

10. GETALSVERHOUDING

'n Werknemer mag nie—

- (a) 'n ongekwalifiseerde klerklike werknemer in 'n fabriek of ontvangsklerk of versendingsklerk of stoorman, graad IA- en graad IB-werknemer in sy diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde klerklike werknemer in 'n fabriek of versendingsklerk of ontvangsklerk of stoorman, graad IA- en graad IB-werknemer in sy diens het, en vir iedere sodanige gekwalifiseerde klerklike werknemer in 'n fabriek of versendingsklerk of ontvangsklerk of stoorman, graad IA-, graad IB-werknemer, mag nie meer as een ongekwalifiseerde klerklike werknemer in 'n fabriek of versendingsklerk of ontvangsklerk of stoorman, graad IA- en graad IB-werknemer by hom in diens wees nie;
- (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 mag nie meer as twee ongekwalifiseerde graad II-werknemers en/of ongekwalifiseerde tabakverpakkers by hom in diens wees nie. Vir die toepassing van hierdie subklousule, moet graad II-werknemers en tabakverpakkers as een groep werknemers behandel word; met dien verstande dat—
 - (i) 'n ongekwalifiseerde werknemer in enigen van die genoemde klasse wat 'n loon ontvang wat minstens die volle bedrag betaal word wat deur hom volgens stukwerkskale verdien is, vir die toepassing van hierdie artikel as 'n gekwalifiseerde werknemer beskou mag word;
 - (ii) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n klerklike werknemer in 'n fabriek, ontvangsklerk, versendingsklerk en/of stoorman verrig, na gelang van die geval, as 'n gekwalifiseerde klerklike werknemer in 'n fabriek, ontvangsklerk, versendingsklerk en/of stoorman geag mag word.

11. STUKWERK

(1) 'n Werknemer wat oor enige tydperk stukwerk verrig, moet, behoudens subklousules (2), (3) en (4) van hierdie klousule, die volle bedrag betaal word wat deur hom volgens stukwerkskale verdien is; met dien verstande dat ongeag die hoeveelheid stukwerk wat verrig is, die werknemer ten opsigte van sodanige tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende die tydperk as tydwerker in diens was, plus 5 persent.

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

(3) 'n Werkgever wie se werknemers stukwerk verrig, word nie toegelaat om die stelsel 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 bedryfs-irigting 'n tabel van die skale, genoem in subklousule (1) vertoon hou, en mag hierdie skale nie wysig nie tensy hy sy werknemers en die Raad minstens twee weke kennis gegee het van die voorgename wysiging, en hy deur die Raad in kennis gestel is van die aanname van sodanige skale.

(5) 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 clause 6 (2) except in the case of work necessitated by an emergency.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, 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 clause, a licence signed by him setting out—

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions, fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted;
- 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.....a.m./p.m.
 Breakdowns, accidents and/or other delays.....

Signature of Driver.

(2) Every driver upon being provided with the log book referred to in sub-clause (1) of this clause 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 employees 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-clause (2) of this clause 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 R2 (Two rand) in respect of each set of protective clothing, other than an apron, and fifty cents 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.

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

15. VRYSTELLINGS

(1) Die Raad kan na goedvinde aan of ten opsigte van enige persoon vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van klousule 6 (2) verleen mag word nie, uitgesonderd in die geval van werk wat deur 'n noodgeval genoodsaak word.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop dié vrystelling van krag bly; met dien verstande dat die Raad na goedvinde en nadat aan die betrokke werkgewer en/of werknemer een week skriftelik kennis gegee is, 'n vrystellingsertifikaat mag herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

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

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

16. LOGBOEK

(1) Elke werkgewer moet vir gebruik deur elke motorvoertuigdrywer of deelydse motorvoertuigdrywer by hom in diens, 'n logboek met duplikaatfolio's voorsien, so na as moontlik in onderstaande vorm—

Daaglikse Log.

Naam van werkgewer.....
 Naam van drywer.....
 Begintyd van werk.....vm./nm.
 Ophoutyd van werk.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstyd van.....vm./nm.....vm./nm.
 Brekstoppe, ongelukke en/of ander gevalle van oponthoud.....

Handtekening van drywer.

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

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

17. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

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

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

(3) 'n Werknemer aan wie beskermende klere ingevolge die bepalings hiervan uitgereik is, moet daardie klere gedurende alle werke dra, en is verantwoordelik om sodanige beskermende klere in 'n goeie toestand te hou en te was en stryk; met dien verstande dat 'n werkgewer sy beskermende klere mag was en stryk en die werknemer se reg om beskermende klere uit die bedryfsinrigting te verwyder, mag herroep.

(4) Alle beskermende klere wat ingevolge subklousule (2) van hierdie klousule uitgereik word, bly die werkgewer se eiendom en moet deur die werknemer by sy diensbeëindiging teruggegee word. Indien die werknemer sy beskermende klere verloor of dit nie terugbesorg nie, mag die werkgewer ten opsigte van elke stel beskermende klere, uitgesonder 'n voorskoot, 'n bedrag van hoogstens R2 (twee rand), en vyftig sent of die koste daarvan na gelang van watter die kleinste is, ten opsigte van elke voorskoot, van die werknemer invorder, en dié bedrag is verhaalbaar by wyse van teenvordering uit geld wat aan sodanige werknemer verskuldig is.

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 may be required to provide their own receptacles.

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

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

17. COUNCIL FEES

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 and each employer in respect of each of his employees, shall contribute an amount of 3 cents per week, or in the case of monthly paid employees, 13 cents 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.

18. SICK BENEFIT FUND

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

- (a) Employees earning less than R14 per week—6 cents per week. Employees earning R14 but less than R20 per week—9 cents per week. Employees earning R20 or over per week—12 cents per week.
- (b) In the case of monthly paid employees contributions to be as follows—Employees earning less than R61 per month—26 cents per month. Employees earning R61 but less than R87 per month—39 cents per month. Employees earning R87 or over per month—52 cents per month.
- (c) The employer shall contribute like amounts in respect of each employee in the respective wage categories.
- (d) The employer shall deduct the employee's contribution from his weekly or where applicable monthly wages, and forward the total so deducted together with his own contributions to the Secretary of the Council within seven days of the end of the month during which the contributions were deducted.

(2) The fund shall be applied to the assistance of employees by providing them with free doctor's services, medicine, extraction of teeth, one-third of 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 R100.00 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of R150.00.

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

(6) A Public Accountant to be appointed by the Council shall audit the accounts of the fund annually and not later than August each year prepare a statement showing:

- (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 sheets shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Industrial Registrar, within three months after the close of the period covered by it.

15. DRANKE

'n Werkgewer moet twee maal per dag gedurende etenspousse kosteloos tee of koffie (met melk en suiker) aan sy werknemers voorsien, en/of gedurende hulle oggend- of middagruspouse; met dien verstande dat daar van werknemers verlang kan word om hulle eie houers te voorsien.

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

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

17. RAADSFONDSE

Die fondse van die Raad, wat berus by en geadminestreer word deur die Raad, moet soos volg voorsien word—

- (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 3 sent per week of, in die geval van maandeliks besoldigde werknemers, 13 sent per maand bydra.
- (b) Die werkgewer moet die werknemer se bydrae van sy weeklikse of, waar van toepassing, van sy maandelikse loon aftrek en die totaal aldus afgetrek, saam met sy eie bydraes binne sewe dae na die end van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

18. SIEKTEBYSTANDSFONDS

(1) Hierby word 'n siektebystandsfonds, bekend as die Transvaal Tobacco Industry Medical Benefit Society voortgesit, wat in hierdie klousule die „fonds" genoem word. Die fonds word in stand gehou deur ondergenoemde bydraes van die werknemers en die werkgewers—

- (a) Werknemers wat minder as R14 per week verdien—6 sent per week. Werknemers wat R14 maar minder as R20 per week verdien—9 sent per week. Werknemers wat R20 of meer per week verdien—12 sent per week.
- (b) In die geval van maandeliks besoldigde werknemers, is die bydrae soos volg—werknemers wat minder as R61 per maand verdien—26 sent per maand. Werknemers wat R61 maar minder as R87 per maand verdien—39 sent per maand. Werknemers wat R87 of meer per maand verdien—52 sent per maand.
- (c) Die werkgewer moet ten opsigte van elke werknemer in die verskillende loonkategorieë dieselfde bedrag as die werknemer bydra.
- (d) Die werkgewer moet die werknemer se bydrae van sy weekloon of, waar van toepassing, sy maandloon aftrek en die totaal aldus afgetrek, saam met sy eie bydraes binne sewe dae na die einde van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

(2) Die fonds moet aangewend word vir bystand aan werknemers deur hulle kosteloos te voorsien van die dienste van geneeshere, medisyne, uittrek van tande, een derde van hulle lone wat verloor word deur siekte van hoogstens 13 weke in enige jaar; met dien verstande dat 'n doktersertifikaat wat deur die bestuurskomitee goedgekeur word, voorgelê word. Die fonds moet geadminestreer word deur 'n bestuurskomitee wat deur die Raad uit sy lede aangestel word, en bestaan uit minstens drie en hoogstens vyf verteenwoordigers elk van die vakvereniging en die werkgewersorganisasie; met dien verstande dat 'n gelyke getal werknemers en werkgewers aangestel moet word om die vakvereniging en die werkgewersorganisasie te verteenwoordig. Die bestuurskomitee moet die fonds administreer ooreenkomstig sy konstitusie, wat van tyd tot tyd gewysig mag word; met dien verstande dat sodanige konstitusie en wysiging(s) daarvan aan die goedkeuring van die Raad onderworpe is.

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

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

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

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

- (a) alle geld ontvang;
- (b) uitgawes aangegaan onder alle hoofde gedurende die tydperk geëindig die voorafgaande 30 Junie, tesame met 'n balansstaat wat die bates en laste van die fonds aangee. Die geouditeerde state en balansstate moet daarna ter insae lê by die kantoor van die Raad, en kopieë daarvan moet binne drie maande na afsluiting van die tydperk waarvoor dit gaan, aan die Nywerheidsregistrateur gestuur word.

- (c) The funds of the sick benefit fund surplus to requirements for expenses shall not be invested otherwise than in:
- (i) National or local government stock;
 - (ii) National Savings Certificates;
 - (iii) Post Office Savings accounts or certificates;
 - (iv) Savings accounts, permanent shares or fixed deposits in building societies.

(7) In the event of the 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, provided that if no subsequent Agreement be negotiated for the purpose of continuing the operation of the fund or the fund not be transferred by the Council to any other fund constituted for the same purpose within twelve months from the date of expiry of the Agreement, the fund shall be liquidated.

(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 34 (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 Registrar 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 Registrar, 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.

(9) Upon liquidation of the fund in terms of sub-clause (7), the money 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 general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(10) For the purpose of this clause, employees shall be deemed to include any contributors to the fund on the date of the coming into operation of this agreement, or who may become contributors during the operation thereof.

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 clause shall not apply to—

- (a) a foreman, assistant foreman, forewoman, assistant forewoman, sectionman, factory clerical employee or artisan;
- (b) 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;
- (c) an immigrant during the first year after the date of his entry into the Republic of South Africa, in respect of his first three months of employment in the Tobacco Industry;
- (d) any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

20. ORGANIZATION OF EMPLOYEES

Every employer shall permit any official of the trade union duly authorized 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-clause (1) shall be forwarded to the Secretary of the Council at his registered address, within seven days of the date of issue.

- (c) Die fondse van die siektebystandfonds wat meer is as wat vir uitgawes benodig word, moet in slegs die volgende belê word:

- (i) Staats- of munisipale effekte;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekeninge of -sertifikate;
- (iv) Spaarrekeninge, permanente aandele of vaste beleggings in bouverenigings.

(7) Ingeval hierdie Ooreenkoms weens tydverloop verstryk, of om 'n ander rede ophou om te bestaan, moet die bestuurskomitee voortgaan om die fonds te administreer, met dien verstande dat indien geen daaropvolgende ooreenkoms aangegaan word met die doel om die werking van die fonds voort te sit of die fonds nie binne 12 maande na die datum van verstryking van die Ooreenkoms deur die Raad oorgedra word aan 'n ander fonds wat ingestel is vir dieselfde doel nie, moet die fonds gelikwedeer word.

(8) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel 34 (2) van die Wet, moet die bestuurskomitee voortgaan om die fonds te administreer en diegene wat lede van die komitee is op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir daardie doeleindes geag lede daarvan te wees; met dien verstande egter dat 'n vakature wat op die komitee ontstaan, deur die Registrateur, na gelang van die geval, uit die geledere van werkgewers of werknemers in die Nywerheid gevul mag word, ten einde 'n gelyke getal werkgewer- en werknemerverteenwoordigers en plaasvervangers in die lidmaatskap van die komitee te verseker. Ingeval so 'n komitee nie in staat is nie of onwillig is om sy pligte te vervul of 'n dooie punt ontstaan, wat na die mening van die Registrateur die administrasie van die fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en dié trustee of trustees beskik dan oor al die bevoegdhede van die komitee vir dié doel.

(9) By die likwidasie van die fonds ingevolge die bepalings van subklousule (7), moet die geld in die krediet van die fonds, na betaling van alle eise teen die fonds, insluitende administrasie- en likwidasielaste, in die algemene fondse van die Raad gestort word en indien die sake van die Raad alreeds afgehandel is en sy bates verdeel is, moet die saldo van die fonds verdeel word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die Raad se algemene fondse uitgemaak het.

(10) Vir die toepassing van hierdie klousule, word as werknemers geag alle bydraers tot die fonds op die datum waarop hierdie Ooreenkoms in werking tree, of diegene wat bydraers word gedurende die tydperk wat dit van krag is.

19. INDIENSNEMING VAN VAKVERENIGINGARBEIDSKRAGTE

Geen werkgewer mag 'n werknemer wat nie lid is van die vakvereniging, in diens neem nie en geen werknemer mag vir 'n werkgewer wat nie lid van die werkgewersorganisasie is, werk nie. Die bepalings van hierdie klousule is nie van toepassing op ondergenoemdes nie—

- (a) 'n voorman, assistent-voorman, voorvrou, assistent-voorvrou, sekisieman, klerklike werknemer in 'n fabriek of ambagsman;
- (b) '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;
- (c) 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika, ten opsigte van die eerste drie maande van sy diens in die tabaknywerheid;
- (d) enige werknemer wat, na die mening van die Minister, om goeie redes daarteen beswaar maak om 'n lid van die vakvereniging te word of te bly.

20. DIE ORGANISEER VAN WERKNEMERS

Elke werkgewer moet enige beampte van die vakvereniging wat deur die vakvereniging behoorlik daartoe gemagtig is, toelaat om van tyd tot tyd gedurende die etensuur 'n afdeling van sy bedryfsinrigting, deur die werkgewer voorgeskryf, te betree met die doel om vakverenigingwerksaamhede te verrig; met dien verstande dat die werkgewer minstens 24 uur kennis gegee moet word van die voorneme om die voorgeskrewe afdeling van die bedryfsinrigting te besoek en met dien verstande dat 'n verteenwoordiger van die werkgewer by sodanige werksaamhede teenwoordig mag wees.

21. AGENTE

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

22. DIENSSERTIFIKAAT EN INDIENSNEMINGVORMS

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

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

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

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

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

(4) Upon receipt of the engagement form duly completed, the Secretary of the Council shall forward to the employer concerned an acknowledgement thereof.

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 or an employee may terminate the contract of employment without notice by paying or forfeiting respectively not less than—

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

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

- (i) the right of an employer to terminate a contract of employment without notice after absence without leave for a period of 14 days or for any cause recognized 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-clause (1) of this clause, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall not run concurrently with—

- (a) annual leave or military training;
- (b) sick leave; which, for the purpose of this clause shall not exceed a total of 14 weeks in any calendar year after which the employer may terminate the employment as from the date of commencement of the last period of absence; provided that such termination shall not relieve the employer of any liability for sick pay due in terms of clause 8 in respect of such last period.
- (c) absence on confinement for a period of 14 weeks: provided that if the employee does not return to work on expiry of the said period of 14 weeks, the provisions of paragraph (b) shall *mutatis mutandis* apply, and provided further that if an employee is absent on confinement more than once in 24 months, her services may be terminated with effect from the day of commencement of the second period of absence on confinement.

24. SAVINGS CLAUSE

Notwithstanding anything to the contrary contained in this Agreement—

- (i) except for the purpose of ratio and continued membership of the Medical Fund in terms of clause 18 (10) this Agreement shall not apply to employees who are in receipt of a regular wage at a rate of more than R2,600 per annum or R216.67 per month or R50.00 per week;
- (ii) this Agreement shall not apply to Managerial, Executive, Professional, Administrative and Advertising Personnel, nor to Travellers, Travellers' Drivers, Certificated Nursing Sisters or Surgery Staff, Factory Management Staff, non-Factory clerical and non-Factory employees.

(3) (a) Wanneer 'n werkgewer 'n applikant om werk in diens neem, moet hy 'n indiensnemingsvorm (Aanhangsel B van hierdie Ooreenkoms) invul, en moet hy dit, behoorlik deur die werkgewer en werknemer onderteken, binne 14 dae na die indiensneming van die applikant aan die Sekretaris van die Raad stuur.

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

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

(4) Op ontvangs van die behoorlik voltooide indiensnemingsvorm, moet die Sekretaris van die Raad erkenning van die ontvangs daarvan aan die betrokke werkgewer stuur.

23. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week skriftelike kennis van sy voorneme om die dienskontrak te beëindig gee in die geval van 'n weeklikse werknemer en een maand kennis in die geval van 'n maandelikse werknemer, of 'n werkgewer of 'n werknemer mag die dienskontrak sonder kennis beëindig deur onderskeidelik die betaling of verbeuring van nie minder nie as—

- (a) in die geval van kennis van diensbeëindiging van een week, die weekloon;
- (b) in die geval van kennis van diensbeëindiging van een maand, die maandloon;

wat die werkgewer 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 werkgewer om 'n dienskontrak sonder kennisgewing te beëindig na die afwesigheid van 'n werknemer sonder verlof vir 'n tydperk van 14 dae of om 'n regsgeldige rede;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir kennis van diensbeëindiging van gelyke duur aan albei kante en vir nie minder as een week nie;
- (iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van maandelikse werknemers en een week in die geval van weeklikse werknemers, gedurende welke proeftydperk diens van albei kante beëindig kan word na 24 uur kennis.

(2) Wanneer 'n ooreenkoms ingevolge paragrafe (ii) en (iii) van subklousule (1) van hierdie klousule aangegaan is, moet die betaling of verbeuring in die plek van kennis van diensbeëindiging in verhouding wees tot die tydperk van kennis waarvoor ooreengekom is.

(3) Die kennis van diensbeëindiging bedoel in subklousule (1) mag nie saamval nie met—

- (a) jaarlikse verlof of militêre opleiding;
- (b) siekteverlof; wat vir die toepassing van hierdie klousule altesaam nie meer nie as 14 weke in 'n kalenderjaar te bowe mag gaan nie, waarna die werkgewer diens mag beëindig met ingang van die datum van die begin van die laaste tydperk van afwesigheid; met dien verstande dat sodanige diensbeëindiging nie die werkgewer onthef van aanspreeklikheid vir siektebetaling verskuldig ingevolge die bepalings van klousule 8 ten opsigte van sodanige laaste tydperk nie;
- (c) afwesigheid tydens 'n bevalling vir 'n tydperk van 14 weke; met dien verstande dat indien die werknemer nie na haar werk terugkeer na verstryking van genoemde tydperk van veertien weke nie, die bepalings van paragraaf (b) *mutatis mutandis* van toepassing word; en voorts met dien verstande dat indien 'n werknemer as gevolg van 'n bevalling afwesig is vir meer as een keer in vier-en-twintig maande, haar diensbeëindig kan word met ingang van die datum van die begin van die tweede tydperk van afwesigheid as gevolg van 'n bevalling.

24. VOORBEHOUDSKLOUSULE

Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms—

- (i) is hierdie Ooreenkoms, uitgesonderd vir die doeleindes van getalsverhoudings en voortgesette lidmaatskap van die mediese fonds ingevolge die bepalings van klousule 18 (10), nie van toepassing nie op werknemers wat 'n gereelde loon van meer as R2,600 per jaar of R216.67 per maand of R50 per week ontvang;
- (ii) is hierdie Ooreenkoms nie op bestuurs-, uitvoerende, professionele, administratiewe en advertensiepersoneel en ook nie op handelsreisigers, handelsreisigers se motordrywers, gesertifiseerde verpleegsters of mediese personeel, fabriekbestuurspersoneel, ander klerke as fabrieksklerke en ander werknemers as fabriekswerknemers van toepassing nie.

25. EXHIBITION OF AGREEMENT

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

Signed at Johannesburg, on behalf of the parties, this 10th day of April 1967 by virtue of a resolution passed by the Industrial Council on the 27th day of September 1966 in terms of section *thirty-one* of the Industrial Conciliation Act, 1956.

H. FINE,
Chairman of the Council.

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

K. E. GRAHAM,
Secretary of the Council.

25. VERTONING VAN OOREENKOMS

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

Ingevolge 'n besluit wat deur die Nywerheidsraad op 27 September 1966, ooreenkomstig artikel *een-en-dertig* van die Wet op Nywerheidsversoening, 1956, geneem is, namens die partye op hede die 10de dag van April 1967 te Johannesburg onderteken.

H. FINE,
Voorsitter van die Raad.

C. DU PREEZ,
Ondervoorsitter van die Raad.

K. E. GRAHAM,
Sekretaris van die Raad.

ANNEXURE A./AANHANGSEL A.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)

205/7 York House, 57 Rissik Street, Johannesburg. Telephone 834-5787.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSVAAL)

205/7 Yorkhuis, Rissikstraat 57, Johannesburg. Telefoon 834-5787.

CERTIFICATE OF SERVICE/DIENSSERTIFIKAAT.

Employee's Full Name.....
Werknemer se Naam Voluit

Formerly Known as..... N.I. No.
Voorheen Bekend as

Home Address.....
Huisadres

Race..... Sex..... Date of Birth.....
Ras..... Geslag..... Geboortedatum

Clock Card No..... Grade.....
Klokkaart Nr. Graad

Last Occupation..... Dept..... Since.....
Laaste Werk Verrig Vanaf

*Weekly Wage on Termination R :
*Weeklikse Loon Met Uitdienstreding

Date of Entering Service..... Date of Leaving Service.....
Datum van Indienstreding Datum van Diensverlating

Total Experience in Tobacco Industry..... Years..... Months.....
Totale Ervaring in Tabaknywerheid Jaar Maande.

Name of Factory/Naam van Fabriek.

Date of Issue.....
Uitreikingsdatum

Employer's signature/Werkgever se handtekening.

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

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

ANNEXURE B./AANHANGSEL B.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)

205/7 York House, 57 Rissik Street, Johannesburg. Telephone 834-5787.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSVAAL)

205/7 Yorkhuis, Rissikstraat 57, Johannesburg. Telefoon 834-5787.

ENGAGEMENT FORM/INDIENSNEMINGSVORM.

(To be completed by employer/Moet deur werkgever ingevul word.)

Employee's surname (Mr./Mrs./Miss) Werknemer se van (Mnr./Mev./Mej.)	Race Ras
Christian Names Voornamen	Reference No. Verwysings Nr.
Previously known as Voorheen bekend as	Date of Birth Geboortedatum
Home Address Huisadres	
Name of Factory Naam van Fabriek	Clock Card No. Klokkaart Nr.
Occupation Vak	Dept. Grade Graad
Commencing Wage R Aanvangsloon	: per week/month maand
	Date of engagement Datum van indiensneming
Total Previous Experience Totale vorige ervaring	No. of Certificate of Service Nommer van Dienssertifikaat
Date of issue Uitreikingsdatum	Employer's signature/Werkgever se handtekening.

STATEMENT OF EXPERIENCE/STAAT VAN ERVARING

(To be completed by employee/Moet deur werknemer ingevul word.)

Previous Employers in Tobacco Industry Vorige werkgewers in Tabaknywerheid	Period Employed Tydperk in diens	Occupation Vak	Last Scale of wages Jongste Loonskaal

I hereby certify that, to the best of my knowledge, the above is true and correct.
Hiermee verklaar ek dat die bostaande verklaring na my beste wete, waar en juis is.

Witness
Getuie

Employee's signature/Werknemer se handtekening.

ANNEXURE C./AANHANGSEL C.

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)

205/7 York House, Cor. Rissik and Kerk Streets, Johannesburg. Telephone 834-5787.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSVAAL)

205/7 Yorkhuis, h/v Rissik- en Kerkstraat, Johannesburg. Telefoon 834-5787.

SICK LEAVE RETURN/SIEKTEVERLOFOFGAWE.

Name of Firm Naam van Firma	Date Datum
Employee's surname Werknemer se van	Race Ras
Christian names Voornamen	Grade Graad
Date of engagement Datum van indiensneming	Gross wage rate R Bruto loonskaal R
	per week/month maand
Period of absence, from Tydperk van afwesigheid, van	to tot
	(inc.) (en met)
Attached certificate by Dr. Aangehegte sertifikaat van dr.	No. of Hours Getal ure
Covering period from Dek tydperk van	to tot
	(inc.) (en met)
	No. of Hours Getal ure

CALCULATION OF SICK LEAVE PAY/BEREKENING VAN SIEKTEVERLOFBETALING.

Entitlement in current cycle, or to next 30th June
 In huidige kringloop of tot volgende 30ste Junie geregtig op
 Employer paid since commencement of cycle, or 1st July last
 Werkgever het sedert begin van laaste kringloop of 1 Julie laas, reeds betaal
 Employee still entitled to
 Werknemer nog geregtig op

Paid by Employer in respect of above illness:
 Deur werkgever betaal ten opsigte van bogemelde siekte:

--

Hours @ per hour, Total R
 Uur @ per uur, Totaal R

Employer's signature/Werkgever se handtekening

FOR SICK FUND'S USE ONLY./ALLEENLIK VIR GEBRUIK DEUR SIEKTEBYSTANDSFONDS.

Time lost as above
 Tyd verloor soos hierbo bereken
 Prev. paid by M.B.S.
 Voorheen uitbetaal deur Siektebystandsfonds
 Total to date
 Totaal tot op datum

hours @ per week .. R
 uur @ per week .. R
 $\frac{1}{3}$ due by M.B.S. R
 $\frac{1}{3}$ verskuldig deur Siektebystandsfonds R
 Cheque No.
 Tjek No.

Chairman
 Voorsitter

Secretary
 Sekretaris

No. 2043.]

[22 December, 1967.]

WAR MEASURES ACT, 1940

SUSPENSION OF COST OF LIVING ALLOWANCE
 REGULATIONS PUBLISHED UNDER WAR
 MEASURE NO. 43 OF 1942

TOBACCO INDUSTRY (TRANSVAAL)

I, MARAIS VILJOEN, Minister of Labour, in terms of Regulation 4 (1) of the Regulations published under War Measure No. 43 of 1942, hereby suspend the operation of the said Regulations in respect of all employees for whom wages are prescribed in the Agreement for the Tobacco Industry published under *Government Notice* No. R.2042 of the 22nd December, 1967.

M. VILJOEN,
 Minister of Labour.

No. R.2044.]

[22 December, 1967.]

FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941

TOBACCO INDUSTRY (TRANSVAAL)

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Tobacco Industry, Transvaal, published under *Government Notice* No. R.2042 of the 22nd December, 1967, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
 Minister of Labour.

No. R.2043.]

[22 Desember 1967.]

WET OP OORLOGSMAATREËLS, 1940

OPSKORTING VAN REGULASIES OP LEWENS-
 KOSTETOELAES GEPUBLISEER BY OORLOGS-
 MAATREËL NO. 43 VAN 1942

TABAKNYWERHEID (TRANSVAAL)

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens Regulasie 4 (1) van die Regulasies wat by Oorlogsmaatreël No. 43 van 1942, gepubliseer is, die bepalings van genoemde Regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Tabaknywerheid wat by *Goewermentskennisgewing* No. R.2042 van 22 Desember 1967 gepubliseer is.

M. VILJOEN,
 Minister van Arbeid.

No. R.2044.]

[22 Desember 1967.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941

TABAKNYWERHEID (TRANSVAAL)

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid, Transvaal, gepubliseer by *Goewermentskennisgewing* No. R.2042 van 22 Desember 1967, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
 Minister van Arbeid.

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