

EXTRAORDINARY



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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 652.

19 April 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

TOBACCO MANUFACTURING INDUSTRY
(CAPE).

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a), as applied by section 48 (9), of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 1 October 1969, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union;

(b) in terms of section 48 (1) (b), as applied by section 48 (9), of the said Act, declare that the provisions of the said Agreement, excluding those contained in sections 1 (a), 2, 5 (7) (f), 15 and 16 (3), shall be binding from the second Monday after the date of publication of this notice and for the period ending 1 October 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said industry in the municipal area of Cape Town; and

(c) in terms of section 48 (3) (a), as applied by section 48 (9), of the said Act, declare that in the Municipal Area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending 1 October 1969, the provisions of the said Agreement, excluding those contained in sections 1 (a), 2, 5 (7) (f), 15 and 16 (3), 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. 652.

19 April 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

TABAKNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9), van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Tabaknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Oktober 1969 eindig, bindend is vir die werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;

(b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9), van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (7) (f), 15 en 16 (3), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Oktober 1969 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 munisipale gebied van Kaapstad; en

(c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9), van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (7) (f), 15 en 16 (3), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Oktober 1969 eindig, in die munisipale gebied van Kaapstad *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 CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

AGREEMENT

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

Messrs Cavalla Ltd, Cape Town,

of the one part (hereinafter referred to as "the employer"), and

The National Union of Cigarette and Tobacco Workers (Cape Town Branch),

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Municipal Area of Cape Town by the employer and by the employees of the employer who are members of the trade union and employed in the Tobacco Manufacturing Industry.

(b) Notwithstanding the provisions of subsection (a) the provisions of this Agreement shall only apply to employees for whom wages are prescribed in section 4; provided however that the terms of the Agreement shall not apply to or in respect of employees who are in receipt of regular remuneration of not less than R200 per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour, and shall remain in force until 1 October 1969.

3. DEFINITIONS.

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 the Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means a skilled fitter and turner, electrician or carpenter who has served and completed the recognised period and conditions of apprenticeship in his trade or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

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

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

"assistant storeman" means a person who assists a storeman in his duties and who work under the direct supervision of the storeman and who may act for him during his absence;

"boilerman" means an employee who, under the supervision of the engineer, is in charge of steam raising equipment, and who is personally responsible for and is engaged in the firing of the boiler, maintaining correct water levels and authorised steam pressure; (Grade III)

"boilerman's trimmer" means an employee who dresses fuel, transports fuel and removes ashes;

"casual employee" means an employee who is employed by the same employer on not more than 4 days in any week, provided that the total number of casual employees employed in an establishment at any one time shall not exceed 5 per cent of the total number of employees in that establishment;

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

"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 5 years' experience;

"despatch clerk, unqualified," means a despatch clerk who has had less than 5 years' experience;

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die firma

Cavalla Ltd, Kaapstad

(hieronder die „werkgewers” genoem), aan die een kant, en die

National Union of Cigarette and Tobacco Workers (Kaapstadse Tak)

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Kaapstad nagekom word deur die werk- gewer en die werknemers van die werk- gewer wat lede van die vakvereniging is en in die Tabaknywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word; met dien verstande egter dat die bepalings van die Ooreenkoms nie van toepassing is nie ten opsigte van werknemers wat 'n gereelde loon van minstens R200 per maand ontvang.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid vasgestel word en bly van krag tot 1 Oktober 1969.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheids- versoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en tensy dit onbestaanbaar met die sinsverband is, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;

„ambagsman” 'n geskoolde passer en draaier, elektrisiën of timmerman wat die erkende leervoorwaardes en leertyd van sy ambag nagekom en uitgedien het of wat in besit is van 'n sertifikaat van bekwaamheid wat die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het of 'n sertifikaat wat genoemde Registrateur aan hom uitgereik het ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

„assistent-voorman” 'n manlike werknemer wat 'n voorvrou by die uitvoering van haar pligte behulpsaam is en wat in haar afwesigheid namens haar mag optree;

„assistent-voorvrou” 'n vroulike werknemer wat 'n voorvrou by die uitvoering van haar pligte behulpsaam is en wat in laas- genoemde se afwesigheid namens haar mag optree;

„assistent-pakhuisman” 'n persoon wat 'n pakhuisman by die uitvoering van sy pligte behulpsaam is, onder die regstreekse toesig van die pakhuisman werk en in laasgenoemde se afwesig- heid namens hom mag optree;

„ketelbediener” 'n werknemer wat onder die toesig van die ingenieur verantwoordelik is vir die stoomontwikkelingsuitrusting en wat persoonlik daarvoor verantwoordelik is en wie se werk dit is om die stoomketel te stook en om die korrekte waterstand en die goedgekeurde stoomdruk op peil te hou; (Graad III);

„keteltremmer” 'n werknemer wat brandstof voorberei en vervoer en as verwyder;

„los werknemer” 'n werknemer wat hoogstens 4 dae in 'n week by dieselfde werk- gewer in diens is; met dien verstande dat die totale getal los werknemers wat op 'n bepaalde tyd- stip by 'n bedryfsinrigting in diens is, hoogstens 5 persent van die totale getal werknemers in daardie bedryfsinrigting mag uitmaak;

„onderbaas” 'n werknemer wat onder die toesig van 'n voor- man, voorvrou, assistent-voorman, assistent-voorvrou, versen- dingsklerk of pakhuisman aan die hoof staan van graad II- en/of graad III- en/of graad IV-werk- nemers;

„versendingsklerk” 'n werknemer wat klerklike werk in 'n fabriek verrig en hoofsaaklik verantwoordelik is vir die verpak- king en/of nagaan van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking weeg en/of oopmaak van sodanige goedere en/of die nagaan, merk en adresseer van pakkette;

„versendingsklerk, gekwalifiseer,” 'n versendingsklerk met min- stens 5 jaar ondervinding;

„versendingsklerk, ongekwalifiseer,” 'n versendingsklerk met minder as 5 jaar ondervinding;

"doorkeeper," "patrolman," or "watchman" means an employee who is engaged during the day or night in guarding premises, buildings or other property;

"employee not elsewhere specified" means an employee engaged in operation directly connected with productive work not elsewhere specified in this Agreement;

"establishment" means any premises registrable under the Factories, Machinery and Building Work 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 I, grade II, grade III and/or grade IV employees 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 I employee, the total period or periods during which an employee has worked in the industry as a grade I employee;

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

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

(e) in relation to a Grade IV employee the total period or periods during which an employee has worked in the industry as a Grade IV employee;

provided that when an employee in Grade II or Grade III is transferred to a higher grade, the total period or periods he has worked in Grade II and/or Grade III shall count as experience in the grade to which he is transferred 6 months after the date of such transfer;

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

"factory clerical employee, qualified," means a factory clerical employee who has had not less than 5 years' experience;

"factory clerical employee, unqualified," means a factory clerical employee who has had less than 5 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; (Grade II)

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

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

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

- (1) Operating a cigarette making machine;
- (2) operating a filter plug making machine;
- (3) operating a filter tip assembling machine;
- (4) operating a power-driven guillotine machine for cutting paper or board;
- (5) operating a power-driven leaf conditioning machine;
- (6) operating a tobacco drying machine (including a cooling machine);

"deurwag", "patrollieman" of "wag" 'n werknemer wat gedurende die dag of die nag persele, geboue of ander eiendom bewaak;

"werknemer nie elders gespesifiseer nie" 'n werknemer wat betrokke is by werksaamhede wat regstreeks in verband staan met produksiewerk wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;

"bedryfsinrigting" 'n perseel wat registreerbaar is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, en ook alle persele waarin goedere of materiaal bewaar word vir vervaardigings- of verpakkingsdoeleindes en ook kantore wat regstreeks betrokke is by fabrieksbeheer, maar nie persele (of gedeeltes van persele) wat as ander kantore of as depots vir die verkoop en distribusie van vervaardigde goedere gebruik word nie;

"ondersoeker" 'n werknemer wat onder die toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou of toesighuer die werk wat deur graad I-, graad II-, graad III- en/of graad IV-werknemers verrig word, ondersoek ten einde defekte of gebreke in daardie werk te ontdek, wat ook vir die gehalte en noukeurigheid van die verrigte werk verantwoordelik is en wat sodanige werk ook mag uitdeel en registers in verband met sy/haar werk mag hou;

"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, afdelingsmasjini, fabrieksklerk, versendingsklerk, ontvangsklerk of pakhuisman, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n ondersoeker, afdelingsmasjini, fabrieksklerk, versendingsklerk, ontvangsklerk of pakhuisman in die nywerheid werksaam was;

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

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

(d) met betrekking tot 'n graad III-werknemer, die totale tydperk of tydperke wat 'n werknemer as 'n graad III-werknemer en 'n graad IV-werknemer in die nywerheid werksaam was;

(e) met betrekking tot 'n graad IV-werknemer, die totale tydperk of tydperke wat 'n werknemer as 'n graad IV-werknemer in die nywerheid werksaam was;

met dien verstande dat wanneer 'n graad II- of 'n graad III-werknemer na 'n hoër graad oorgeplaas word, die totale tydperk of tydperke wat hy as 'n graad II- en/of graad III-werknemer werksaam was, 6 maande na die datum van sodanige oorpasing as ondervinding moet geld in die graad waarna hy oorgeplaas is;

"fabrieksklerk" 'n manlike of 'n vroulike werknemer wat nie elders gespesifiseer word nie en wat deur middel van skryf- of tikwerk in 'n bedryfsinrigting bestel- en nagaanwerk verrig, berekenings maak, aantekening hou van werk wat verrig en pligte wat nagekom is en/of korrespondensie voer wat daaruit voortvloei en wat kontant mag invorder en hanteer;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens 5 jaar ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as 5 jaar ondervinding;

"fabrieksbood" 'n werknemer wat mondelinge, skriftelike of telefoniese boodskappe in 'n bedryfsinrigting ontvang en/of aflewering en wat sodanige boodskappe mag aanteken; (Graad II)

"voorman" 'n manlike of vroulike werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer en gesag oor sodanige werknemers uitoefen, wat verantwoordelik is vir die doeltreffende uitvoering, deur hulle, van hul pligte en wat die reg het om behoudens bekragtiging van die werkgewer, werknemers in diens te neem of te ontslaan;

"voorvrou" 'n vroulike werknemer wat 'n voorman in die uitvoering van sy/haar pligte behulpsaam is en wat gedurende sy/haar afwesigheid namens hom/haar mag optree;

"graad I-werknemer" 'n werknemer wat by of in verband met die vervaardiging van sigarette of gekerfde tabak 1 of meer van die volgende werksaamhede verrig:—

- (1) 'n sigaretvervaardigingsmasjien bedien;
- (2) 'n filterpropvervaardigingsmasjien bedien;
- (3) 'n filtermondstukmonteeringsmasjien bedien;
- (4) 'n kragguillotinemasjien vir die sny van papier of bord bedien;
- (5) 'n kragmasjien vir die aanklam van blare bedien;
- (6) 'n tabakdroogmasjien (met inbegrip van 'n koelmasjien) bedien;

(7) operating a vacuum process conditioning plant;
(8) checking and recording receipts and/or issues of excise stamps;

(9) cooking meals;

(10) weighing and recording moisture tests;

(11) weighing and recording weights of loose cigarettes for the purpose of checking specified formula weights for excise purposes;

(12) operating a combination cigarette making and filter tip inserting machine;

(13) operating a cigarette packing machine;

"Grade I employee, qualified," means a Grade I employee who has had not less than 2 years' experience;

"Grade I employee, unqualified," means a Grade I employee who has had less than 2 years' experience;

"Grade II employee" means an employee employed in or in connection with the manufacture of cigarettes or cut tobacco in 1 or more of the following operations:—

(1) Operating a casing machine;

(2) operating an excise stamping machine;

(3) operating a hydraulic tobacco press;

(4) operating a leaf stripping or stemming machine;

(5) operating a power driven lift;

(6) operating a power driven saw;

(7) operating a printing and labelling machine;

(8) operating an automatic wrapping machine;

(9) operating a scrap cleaning machine;

(10) operating a tobacco cutting machine;

(11) operating a tobacco packing machine;

(12) operating a transparent wrapping machine;

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

(14) factory messenger;

(15) knife grinding;

(16) making paste;

(17) oiling and greasing machines and motor vehicles;

(18) packing and/or stencilling containers used for the executing of orders for manufactured goods as detailed on an invoice or buff;

(19) packing cigarettes into boxes or tins by hand;

(20) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug making machines;

(21) supervising the steaming of tobacco;

"Grade II employee, qualified," means a Grade II employee who has had not less than 2 years' experience;

"Grade II employee, unqualified," means a Grade I employee who has had less than 2 years' experience;

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

(1) Operating a butting machine;

(2) operating a cigarette ripping machine;

(3) operating a code dating machine;

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

(5) operating a hand ratchet tobacco press;

(6) operating a stem rolling machine;

(7) affixing excise stamps by hand;

(8) applying flavour, casing or colouring material to tobacco by hand;

(9) assisting on delivery vans or vehicles;

(10) boilerman's trimmer;

(11) drying tobacco on steam or gas pans;

(12) feeding, catching, sorting and taking off from machines in Grade I not elsewhere specified, and machines in Grades II and III;

(13) feeding cigarette making and filter tip assembling machines;

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

(15) mixing leaf tobacco into blends by hand;

(16) packing foil bundles or cigarettes into cartons by hand;

(17) packing tobacco by hand into bags, packets, pouches or tins up to and including 16 oz;

(18) preparing and/or serving food and/or beverages other than cooking meals;

(19) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;

(20) stemming or stripping tobacco leaves by hand;

(21) straightlaying tobacco leaves from tangled form;

(22) transparent wrapping by hand;

(23) watchers on cigarette packing machines;

(24) weighing and recording weights—not elsewhere specified;

(7) 'n vakuumprosesinstallasie bedien;

(8) die ontvangs en/of uitreiking van aksynseëls nagaan en aanteken;

(9) maaltye berei;

(10) weegwerk doen en voggehaltetoetse aanteken;

(11) los sigarette weeg en die gewig daarvan aanteken ten einde gespesifiseerde formulegewigte te kontroleer vir aksynsdoelindes;

(12) 'n gekombineerde sigaretvervaardigings- en filtermondstukmonteeringsmasjiene bedien;

(13) 'n sigaretverpakkingsmasjiene bedien;

"graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens 2 jaar ondervinding;

"graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as 2 jaar ondervinding;

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

(1) 'n Geurselmasjiene bedien;

(2) 'n aksynseëlsmasjiene bedien;

(3) 'n hidrouliese tabakpers bedien;

(4) 'n bladstroop- en ontstingelmasjiene bedien;

(5) 'n kraghyser bedien;

(6) 'n kragsaag bedien;

(7) 'n druk- en etiketteer masjiene bedien;

(8) 'n outomatiese toedraaimasjiene bedien;

(9) 'n afvalskoonmaakmasjiene bedien;

(10) 'n tabakkerfmasjiene bedien;

(11) 'n tabakverpakkingsmasjiene bedien;

(12) 'n toedraaimasjiene bedien waarin deursigtige papier geruik word;

(13) help met die ontvangs en/of uitreiking van materiaal en/of vervaardigde goedere en sodanige ontvangste en uitreikings aanteken;

(14) die werk van 'n fabrieksbode verrig;

(15) messe slyp;

(16) gom maak;

(17) masjiene en voertuie olie en smeer;

(18) houters wat gebruik word om bestellings van vervaardigde goedere uit te voer, pak en sjabloneer soos op 'n faktuur of vorm uiteengesit;

(19) sigarette met die hand in dose of blikke pak;

(20) die betrokke materiaal of goedere sorteer, opvang en afneem van sigaretvervaardigings-, filtermondstuk- monter- en filterpropvervaardigingsmasjiene;

(21) toesig hou oor die stoom van tabak;

"graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens 2 jaar ondervinding;

"graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer met minder as 2 jaar ondervinding;

"graad III-werknemer" 'n werknemer wat by of in verband met die vervaardiging van sigarette of gekerfde tabak een of meer van die volgende werksaamhede verrig:—

(1) 'n Stampmasjiene bedien;

(2) 'n sigaretsnymasjiene bedien;

(3) 'n datumkodemasjiene bedien;

(4) 'n handguillotinemasjiene vir die sny van papier of karton bedien;

(5) 'n handpalrattabakpers bedien;

(6) 'n stingelrolmasjiene bedien;

(7) aksynseëls met die hand opplak;

(8) geursel, smaakversagtingsmiddels of kleursel met die hand by tabak voeg;

(9) help op afleweringswaens of -voertuie;

(10) die werk van 'n keteltremmer verrig;

(11) tabak op stoom- of gaspanne droog;

(12) die betrokke materiaal of goedere in masjiene genoem onder graad I en nie elders gespesifiseer nie, en in masjiene genoem onder graad II en III, voer en daarvan afneem en dit opvang en sorteer;

(13) sigaretvervaardigings- en filtermondstukmonteeringsmasjiene voer;

(14) sakke, pakkies of tabaksakke met die hand vervaardig;

(15) blaartabak met die hand meng;

(16) sigarette wat in silwerpapier verpak is, met die hand in kartonne verpak;

(17) tabak in hoeveelhede van hoogstens 16 onse in sakke, pakkies, tabaksakke of blikke met die hand verpak;

(18) voedsel en/of drankte berei en/of opdis maar nie maaltye berei nie;

(19) beskadigde sigaretdose met die hand herstel en aanmekeer sit (maar nie skoonmaak nie);

(20) tabakblare met die hand ontstingel of afstroop;

(21) verkreukelde tabakblare oopvou;

(22) goedere met die hand in deursigtige papier toedraai;

(23) toesig oor sigaretverpakkingsmasjiene hou;

(24) weeg en gewigte aanteken (nie elders gespesifiseer nie);

(25) wrapping packed cigarettes or tobacco into outers by hand;

"Grade III employee, qualified," means a Grade III employee who has had not less than 1 year's experience;

"Grade III employee, unqualified," means a Grade III employee who has had less than 1 year's experience;

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

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

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment and who may effect minor repairs or renovations to buildings, furniture and fittings;

"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 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;

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

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

"receiving clerk, qualified," means a receiving clerk who has had not less than 5 years' experience;

"receiving clerk, unqualified," means a receiving clerk who has had less than 5 years' experience;

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

(25) verpakte sigarette en tabak met die hand in buite-omhulsels toedraai;

"graad III-werknemer, gekwalifiseer" 'n graad III-werknemer met minstens 1 jaar ondervinding;

"graad III-werknemer, ongekwalifiseer" 'n graad III-werknemer met minder as 1 jaar ondervinding;

"graad IV-werknemer" 'n werknemer wat by of in verband met die vervaardiging van sigarette of gekerfde tabak 1 of meer van die volgende werksaamhede verrig:—

- (1) Beskadigde sigaretdose met die hand skoonmaak;
- (2) Persele, installasie, masjinerie, implemente, gereedskap, gerei en voertuie skoonmaak;
- (3) tabak of tabakblare met die hand skoonmaak;
- (4) papier met die hand van rolle afsny;
- (5) tabak klam maak of dit in 'n vloeistof doop;
- (6) tuinmaak;
- (7) kaartjies en/of wie met die hand invoeg;
- (8) etikette met die hand aanbring;
- (9) sigaretdose of omslae vir verpakkingsmasjiene met die hand in rye opstel en/of oopmaak;
- (10) oplaai- en aflaiwerk doen;
- (11) goedere verskuif, dra of opstapel;
- (12) olie- en/of smeerwerk doen wat nie elders gespesifiseer word nie.
- (13) dose, bale, pakkette of ander houters oop- of toemaak;
- (14) goedere in oop en gestandaardiseerde houters, wat nie elders gespesifiseer word nie, verpak;
- (15) tabak by die groot maat (meer as 1 lb) verpak;
- (16) stingels verwyder;
- (17) blikke, sakke of pakkies onder 'n tregter plaas;
- (18) 'n handvoertuig stoot of trek;
- (19) bindblare met die hand verwyder;
- (20) rubberstempels afdruk;
- (21) houters verseël;
- (22) tabakblare op vervoerbande of op tafels van mekaar skei en oopvou;
- (23) sigaretkartjies sorteer;
- (24) afvalsigarette, sigaretpakkies of -dose of -toedraaimateriaal sorteer;
- (25) sjabloneerwerk verrig wat nie elders gespesifiseer word nie;
- (26) geursel, smaakversagtingsmiddels, kleursel en/of ander bestanddele roer maar nie aanmaak nie;
- (27) tabakblare van die vervoerband of tafel verwyder en/of verpak;
- (28) tabak met die hand omdraai (droog);

"Algemene werksman" 'n werknemer wat minder belangrike herstel- of verstelwerk doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat kleinere herstel- of opknappingswerk aan geboue, meubels en toebehorens mag doen;

"motorvoertuig" 'n voertuig wat ontwerp of bedoel is vir voortdrywing deur 'n ander krag as dié van 'n mens of dier en wat gebruik word vir die vervoer van persone wat in 'n bedryfsinrigting werksaam is en/of vir die vervoer van goedere, uitgesonderd 'n handelsreisiger se monstere en advertensiemateriaal;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordskrywing omvat—

"motorvoertuig bestuur" alle tydperke wat daar bestuur word en ook alle tyd wat die bestuurder bestee aan ander werk in verband met die voertuig of die vraag en ook alle tydperke wat hy gereed moet bly om te bestuur;

"nagskof" enige tydperk van werk waarvan die grootste gedeelte tussen 8-uur nm. en 6-uur vm. val;

"masjiens bedien" die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stop van 'n masjiens (uitgesonderd alle ander lede van 'n masjiensbemanning wat die masjiens mag stop) en dit omvat ook kleiner lopende verstelings aan 'n masjiens en die verantwoordelikheid om die werk wat sodanige masjiens verrig, te ondersoek en die gehalte daarvan na te gaan;

"stukwerk-/aansporingsbonusskema" 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid werk wat verrig is of die omvang daarvan;

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

"ontvangsklerk, gekwalifiseer," 'n ontvangsklerk met minstens 5 jaar ondervinding;

"ontvangsklerk, ongekwalifiseer," 'n ontvangsklerk met minder as 5 jaar ondervinding;

"afdelingsmasjinis" 'n werknemer, uitgesonderd 'n ambagsman, wat oor 1 of meer masjiene toesig hou en verantwoordelik is vir die doeltreffende funksionering van sodanige masjiene en wat verstel- en/of herstelwerk van 'n minder belangrike aard daaraan mag doen;

"sectionman, qualified," means a sectionman who has had not less than 5 years' experience;

"sectionman, unqualified," means a sectionman who has had less than 5 years' experience;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of material, a general breakdown of plant or machinery, caused by accident or other unforeseen emergency, stocktaking or stoppage of work granted at the request of a majority of the employees in a department or section thereof; provided that short-time in respect of stocktaking shall not exceed 2 hours in any 1 calendar month;

"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 5 years' experience;

"storeman, unqualified," means a storeman who has had less than 5 years' experience;

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

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

"Wage" means that portion of remuneration payable in money in terms of section 4 (1) or 4 (4) to an employee in respect of his ordinary hours of work, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount.

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

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

4. REMUNERATION.

(1) Subject to subsection (2), (4) and (5) of this section, the minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder; provided that in classifying an employee he shall be deemed to be in the class in which he is wholly or mainly employed:—

	Wage per week.
R	
Foreman.....	40.00
Assistant Foreman.....	26.50
Forewoman.....	30.00
Assistant Forewoman.....	22.50
Supervisor.....	19.00
Boilerman.....	18.00
Doorkeeper, patrolman and watchman.....	16.60
Examiner—	
During first six mths.....	11.50
During second six mths.....	13.50
Qualified.....	17.10
Sectionman—	
During first year of exp.....	15.00
during second year of exp.....	17.50
during third year of exp.....	20.00
during fourth year of exp.....	22.50
during fifth year of exp.....	25.00
Qualified.....	30.00
Factory clerical employee, male, despatch clerk, receiving clerk and storeman—	
During first year of exp.....	11.50
during second year of exp.....	14.30
during third year of exp.....	16.00
during fourth year of exp.....	18.00
during fifth year of exp.....	20.15
Qualified.....	23.15

„afdelingsmasjinis, gekwalifiseer,” ’n afdelingsmasjinis met minstens 5 jaar ondervinding;

„afdelingsmasjinis, ongekwalifiseer,” ’n afdelingsmasjinis met minder as 5 jaar ondervinding;

„korttyd” ’n tydelike vermindering in die getal gewone werke as gevolg van ’n handelslapte, ’n tekort aan materiaal, ’n algemene onklaarraking van installasie of masjinerie weens ’n ongeluk of ’n ander onvoorsiene noodgeval, voorraadopname of ’n werkstaking wat op versoek van ’n meerderheid van die werknemers in ’n departement of afdeling daarvan toegestaan is; met dien verstande dat korttyd ten opsigte van voorraadopname nie meer as 2 uur in 1 kalendermaand mag wees nie;

„pakhuisman” ’n werknemer wat klerklike werk in ’n fabriek verrig en algemene toesig oor voorrade of afgewerkte produkte hou en hoofsaaklik verantwoordelik is vir die ontvangs, opberging, verpakking en uitpak van goedere in ’n pakhuis of skuur en/of die lewering van goedere uit ’n pakhuis of skuur aan die verbruiksafdeling van ’n bedryfsinrigting of vir versending;

„pakhuisman, gekwalifiseer,” ’n pakhuisman met minstens 5 jaar ondervinding;

„pakhuisman, ongekwalifiseer,” ’n pakhuisman met minder as 5 jaar ondervinding;

„toesighouer” ’n werknemer wat onder die toesig van ’n voorman, voorvrou, assistent-voorman of assistent-voorvrou aan die hoof staan oor die werknemers in ’n afdeling van ’n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en vir die doeltreffende uitvoering, deur hulle, van hulle pligte verantwoordelik is;

„Tabaknywerheid” en die „nywerheid” die nywerheid waarin werkgewers en werknemers in bedryfsinrigtings met mekaar geassosieer is vir die vervaardiging of verpakking van sigarettabak en/of sigarette en/of pyptabak, en ook alle werksaamhede wat in verband staan met of voortvloei uit sodanige vervaardiging of verpakking en wat deur die werknemers van sodanige werkgewers verrig word in of in verband met ’n bedryfsinrigting;

„loon” daardie gedeelte van die besoldiging wat ingevolge klousule 4 (1) of 4 (4) in geld aan ’n werknemer ten opsigte van sy gewone werkure betaalbaar is of, waar ’n werknemer ten opsigte van sodanige gewone werkure gereeld ’n hoër bedrag as dié aldus voorgeskryf, aan ’n werknemer betaal, sodanige hoër bedrag.

Met woorde wat slegs die enkelvoud aandui, word ook die meervoud bedoel, en omgekeerd; met woorde wat slegs die manlike geslag aandui, word ook die vroulike geslag bedoel, en omgekeerd, tensy die sinsverband anders aandui.

Met woorde wat slegs individue aandui, word ook maatskappye en firmas bedoel tensy die teenoorgestelde uitdruklik vermeld word.

4. BESOLDIGING.

(1) Behoudens subklousules (2), (4) en (5) van hierdie klousule, is die minimum loon wat ’n werknemer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, dié soos hieronder gemeld; met dien verstande dat ’n werknemer by klassifikasie geag word in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	Loon per week.
R	
Voorman.....	40.00
Assistent-voorman.....	26.50
Voorvrou.....	30.00
Assistent-voorvrou.....	22.50
Toesighouer.....	19.00
Ketelbediener.....	18.00
Deurwag, patrollieman en wag.....	16.60
Ondersoeker—	
Gedurende eerste ses maande.....	11.50
Gedurende tweede ses maande.....	13.50
Gekwalifiseer.....	17.10
Afdelingsmasjinis—	
Gedurende eerste jaar.....	15.00
Gedurende tweede jaar.....	17.50
Gedurende derde jaar.....	20.00
Gedurende vierde jaar.....	22.50
Gedurende vyfde jaar.....	25.50
Gekwalifiseer.....	30.00
Fabrieksklerk, man, versendingsklerk, ontvangsklerk en pakhuisman—	
Gedurende eerste jaar.....	11.50
Gedurende tweede jaar.....	14.30
Gedurende derde jaar.....	16.00
Gedurende vierde jaar.....	18.00
Gedurende vyfde jaar.....	20.15
Gekwalifiseer.....	23.15

	Wage per week. R
Factory clerical employee female—	
During first year of exp.....	11.50
during second year of exp.....	12.00
during third year of exp.....	12.50
during fourth year of exp.....	14.50
during fifth year of exp.....	15.60
Qualified.....	19.00
Assistant Storeman—	
During first year of exp.....	11.50
during second year of exp.....	14.30
Qualified.....	16.30
Motor vehicle driver of a car, van or lorry—	
up to and including 6,000 lb unladen weight.....	17.05
exceeding 6,000 lb and up to and including 10,000 lb unladen weight.....	20.15
exceeding 10,000 lb unladen weight.....	22.30
Chargehand.....	13.90
Handyman.....	14.90
Grade I employee—	
During 1st six months.....	11.00
during 2nd six months.....	11.50
during 3rd six months.....	12.00
during 4th six months.....	13.00
Qualified.....	14.70
Grade II employee—	
During 1st six months.....	11.00
during 2nd six months.....	11.50
during 3rd six months.....	12.00
during 4th six months.....	12.50
Qualified.....	13.00
Grade III—	
during 1st six months.....	10.60
during 2nd six months.....	10.80
Qualified.....	11.00
Grade IV.....	10.60
Artisans—	
Carpenters.....	35.00
Electricians.....	35.00
Fitters and Turners.....	35.00
Employee not elsewhere specified.....	11.00

	Loon per week. R
Fabrieksklerk, vrou—	
Gedurende eerste jaar.....	11.50
Gedurende tweede jaar.....	12.00
Gedurende derde jaar.....	12.50
Gedurende vierde jaar.....	14.50
Gedurende vyfde jaar.....	15.60
Gekwalifiseer.....	19.00
Assistent-pakhuisman—	
Gedurende eerste jaar.....	11.50
Gedurende tweede jaar.....	14.30
Gekwalifiseer.....	16.30
Motorvoertuigbestuurder van 'n kar, afleweringswa of vragwa—	
met 'n onbelaste gewig van tot en met 6,000 lb....	17.05
met 'n onbelaste gewig van meer as 6,000 lb en tot en met 10,000 lb.....	20.15
met 'n onbelaste gewig van meer as 10,000 lb.....	22.30
Onderbaas.....	13.90
Algemene werkmán.....	14.90
Graad I-werknemer—	
Gedurende eerste ses maande.....	11.00
Gedurende tweede ses maande.....	11.50
Gedurende derde ses maande.....	12.00
Gedurende vierde ses maande.....	13.00
Gekwalifiseer.....	14.70
Graad II-werknemer—	
Gedurende eerste ses maande.....	11.00
Gedurende tweede ses maande.....	11.50
Gedurende derde ses maande.....	12.00
Gedurende vierde ses maande.....	12.50
Gekwalifiseer.....	13.00
Graad III-werknemer—	
Gedurende eerste ses maande.....	10.60
Gedurende tweede ses maande.....	10.80
Gekwalifiseer.....	11.00
Graad IV-werknemer.....	10.60
Ambagsmanne—	
Timmerman.....	35.00
Elektrisiën.....	35.00
Passer en draaier.....	35.00
Werknemer nie elders gespesifiseer nie.....	11.00

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

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

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

(3) *Casual employees.*—For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee in the same section of the Tobacco 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 higher rate than the minimum provided in this section and such employee shall continue to be paid and be entitled to receive wages at a rate not lower than such higher rate as if such higher rate were the minimum in respect of that employee; provided that such employee remains with, or is re-engaged by the same employer.

(5) *Differential wage.*—An employer who requires or permits a member of 1 class of his employees to perform for longer than 1 hour in the aggregate on any day any work of another class for which a higher wage or a rising scale of wages with a higher qualified wage is prescribed in subsection (1) of this section, shall pay to such employee, if such higher wage be in respect of a class of employee—

(a) for which a rising scale of wages is prescribed, an addition of 20 per cent of the wages of the lower class;

(2) *Vasgestelde verhogingsdatum.*—'n Werkgewer moet die loonverhogings wat in elke kalenderjaar aan sy werknemers, verskuldig is, op die volgende grondslag betaal:—

(a) Daar moet aan alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van elke kalenderjaar vir verhogings in aanmerking kom, verhogings toegestaan word op die 15de Februarie wat binne daardie tydperk val. Sodanige verhogings is van toepassing op die hele betaalweek waarin die 15de Februarie val.

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

(3) *Los werknemers.*—Een vyfde van die hoogste weekloon soos voorgeskryf vir 'n werknemer wat in dieselfde afdeling van die tabaknywerheid werksaam is en wat dieselfde soort werk verrig as wat van die los werknemers vereis word, moet vir elke dag of deel van 'n dag diens aan die los werknemer betaal word.

(4) *Verlaging van die lone word nie toegelaat nie.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon van 'n werknemer in die nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon betaal is of betaal mag word as die minimum wat in hierdie klousule voorgeskryf word, verlaag word nie, en sodanige werknemer is steeds geregtig op, en moet steeds 'n loon wat nie laër as sodanige hoër loon is nie, ontvang asof sodanige hoër loon die minimum ten opsigte van daardie werknemer is; met dien verstande dat sodanige werknemer by dieselfde werkgewer bly of weer deur hom in diens geneem word.

(5) *Differensiële lone.*—'n Werkgewer wat van 'n lid van 1 klas van sy werknemers verlang van hom toelaat om altesaam vir langer as 1 uur per dag werk van 'n ander klas te verrig waarvoor 'n hoër loon of 'n stygende loonskaal met 'n hoër gekwalifiseerde loon voorgeskryf word in subklousule (1) van hierdie klousule, moet, indien sodanige hoër loon ten opsigte van 'n klas werknemer is—

(a) vir wie 'n stygende loonskaal voorgeskryf word, sodanige werknemer 'n addisionele 20 persent van die loon van die laer klas betaal;

(b) for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate; in respect of the whole day on which he performs such work; provided that where the sole difference between classes is in terms of subsection (1) of this section based on experience, the provisions of this subsection shall not apply; always provided that the provisions of this subsection shall not apply to a boiler-man's trimmer unless he is required to do differential work for more than 1½ hours per day.

The provisions of this subsection shall also not apply to an assistant storeman, an assistant foreman, a forewoman or a foreman, unless he/she so acts for a continuous period of not less than 3 weeks at any one time when it shall apply to the period in excess of such 3 weeks.

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

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

(a) *Calculation of monthly wage.*—For the purpose of calculating the monthly wage of an employee for whom a weekly wage is prescribed, the weekly wage shall be multiplied by 4½.

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

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

(i) in the case of a casual employee, by dividing the daily wage by 9.

(ii) in the case of a watchman, by dividing the weekly wage by 48; and

(iii) in the case of all other employees by dividing the weekly wage by 44.

(8) *Night shift allowance.*—An employer who requires or permits his employee other than a casual employee or a watchman, to work night shift shall pay such employee, in addition to his wage, an allowance at a rate not less than ten per cent (10%) of his hourly wage for each hour or part of an hour worked by such employee on night shift within his ordinary hours of work.

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

(10) The wages prescribed in this section shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should be cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this section, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) *An employee other than a casual employee.*—Save as provided in section 7 (2) any amount due to an employee shall be paid in cash weekly or monthly if the employer and the employee have agreed thereto, in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and shall be contained—either in a sealed envelope showing on the outside the employer's and employee's names, the employee's factory number, grade or category, ordinary and overtime hours of work, and the total hours worked on a Sunday, the wages paid in respect of each, the amount of bonus adjustment, or any other payment made, the total remuneration paid and the closing date of the period in respect of which payment is made and the amount (if any) deducted for trade union fees, contributions prescribed under the Unemployment Insurance Act No. 30 of 1966, and contributions to pensions, provident, benevolent or saving funds and also deductions made for purchases of cigarettes—or in a transparent sealed envelope containing a slip showing the above-mentioned

(b) vir wie daar nie 'n stygende loonskaal voorgeskryf word nie, sodanige werknemer die loon betaal wat teen sodanige hoër skaal bereken is;

ten opsigte van die hele dag waarop hy sodanige werk verrig; met dien verstande dat waar die enigste verskil tussen klasse ingevolge subklousule (1) van hierdie klousule op ondervinding gegrond is, die bepalings van hierdie subklousule nie van toepassing is nie, en voorts met dien verstande dat die bepalings van hierdie subklousule nie op 'n keteltremmer van toepassing is nie tensy daar van hom vereis word om differensiële werk vir meer as 1½ uur per dag te doen.

Die bepalings van hierdie subklousule is ook nie op 'n assistent-pakhuisman, assistent-voorman, 'n voorvrou of 'n assistent-voorvrou wat onderskeidelik namens 'n pakhuisman, 'n voorman of 'n voorvrou optree, van toepassing nie, tensy hy/sy aldus optree vir 'n ononderbroke tydperk van minstens 3 weke op 'n keer, en in so 'n geval is die bepalings van toepassing op die tydperk wat langer as sodanige 3 weke is.

(6) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrakbasis van 'n werknemer weekliks behalwe in die geval van 'n los werknemer, en behoudens die bepalings van subklousule (5) van hierdie klousule en subklousule (7) van klousule 5, moet 'n werknemer minstens die volle weekloon, soos in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf, ten opsigte van 'n week betaal word afgesien daarvan of hy in daardie week die maksimum getal gewone werkure soos in klousule 6 (1) voorgeskryf, gewerk het of nie.

7. Behoudens andersluidende bepalings in die Ooreenkoms, moet lone soos volg bereken word:—

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

(b) *Berekening van weekloon.*—Om die weekloon van 'n werknemer wat maandeliks betaal word, te bereken, moet die maandloon deur 4½ gedeel word.

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

(i) In die geval van 'n los werknemer, deur die dagloon deur 9 te deel;

(ii) in die geval van 'n wag, deur die weekloon deur 48 te deel; en

(iii) in die geval van alle ander werknemers, deur die weekloon deur 44 te deel.

(8) *Nagskotoelae.*—'n Werkgewer wat van 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, vereis of hom toelaat om nagskof te werk, moet dié werknemer, bo en behalwe sy loon, 'n toelae betaal teen minstens 10 persent (10) van sy uurloon vir elke uur of deel van 'n uur deur dié werknemer op nagskof binne sy gewone werkure gewerk.

(9) *Bevordering tot 'n hoër graad.*—'n Werknemer wat tot 'n hoër graad bevorderd word, moet die loon waarop hy geregtig sou gewees het indien hy in die laer graad gebly het, betaal word tot tyd en wyl die loon wat volgens die skaal van die hoër graad aan hom betaalbaar is, hoër is as die loon wat volgens die skaal van die laer graad betaalbaar is.

(10) Die lone in hierdie klousule voorgeskryf, word geag die lewenskostetoelae in te sluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostetoelae wat kragtens genoemde Oorlogsmaatreël of enige vervangende maatreël betaalbaar is, in so 'n mate verhoog word dat 'n werknemer op meer besoldiging geregtig word as dié wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens so groot is as die bedrag wat meer as sy vorige loon is.

5. BETALING VAN BESOLDIGING.

(1) *Ander werknemers as los werknemers.*—Behoudens die bepalings van klousule 7 (2), moet 'n bedrag wat aan 'n werknemer verskuldig is, weekliks of, as die werkgewer en die werknemer skriftelik daartoe ooreengekom het, maandeliks in kontant betaal word. Sodanige betaling moet geskied gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind. Die betrokke bedrag moet geplaas word in of 'n verseëde koewert waarop die volgende besonderhede gemeld word: Die werkgewer en die werknemer se naam, die werknemer se fabrieksnommer, graad of kategorie, die getal gewone ure en oortydure en die totale getal wat op 'n Sondag gewerk is, die loon wat ten opsigte van elk betaal word, die bedrag aan bonus, aanpassing of van enige ander uitbetaling wat gedoen word, die totale besoldiging wat betaal word en die sluitingsdatum van die tydperk ten opsigte waarvan betaling geskied, die bedrae (as daar is) wat vir vakverenigingsgelde of as bydraes soos by die Werkloosheidsversekeringwet, No. 30 van 1966, voorgeskryf, as bydraes aan pensioen-, voorsorg-, bystand- of spaarfondse en as betaling vir sigarette wat gekoop is, afgetrek word, of in 'n deursigtige verseëde koewert wat 'n strokie bevat waarop bogenoemde besonderhede

details; provided that the employee's name and the net amount paid are immediately visible prior to opening the envelope: Provided that where an agreement has been entered into for a period of notice of longer than 1 week, remuneration may be paid at the end of each such longer period.

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

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

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

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

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

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

(a) A deduction for contributions prescribed by the Unemployment Insurance Act, No. 30 of 1966, pensions and provident funds, and with the consent of the employee for benevolent, mortality and retirement funds, savings fund and amounts due for the purchases of cigarettes;

(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 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 order of any competent court required or permitted to make;

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

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

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

(e) whenever protective clothing owned by the employer is not returned by an employee on termination of his services, a deduction of R2 per set of garments in accordance with subsection (2) of section 12;

(f) with the written consent of the employee deductions for contributions to the funds of the Trade Union. Such fees shall be forwarded to the said union monthly by the employer.

(8) *Cigarette allowance.*—The employer shall grant to each employee 50 cigarettes per week of active employment. For the purposes of this subsection only, annual leave granted under section 7 will be taken as active employment.

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

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

- (a) in the case of an employee other than a watchman—
 - (i) 44 in any week from Thursday to Wednesday, inclusive;
 - (ii) subject to subparagraph (i) hereof 9 in any day;
 - (iii) a week shall consist of 5 days only, save as provided in subsection (10) (c) of this section no work shall be performed on a Saturday;
- (b) in the case of a watchman—
 - (i) 48 in any week from Thursday to Wednesday inclusive;

gemeld word; met dien verstande dat die werknemer se naam en die netto bedrag wat betaal word, sigbaar moet wees selfs voordat die koevert oopgemaak word; en voorts met dien verstande dat waar 'n ooreenkoms aangegaan is waarin daar voorsiening gemaak word vir 'n langer kennisgewingstermyn as 1 week, besoldiging aan die einde van elke sodanige langer tydperk betaal mag word.

(2) *Gewone betaaldag.*—Wanneer werknemers weekliks betaal word, beteken „gewone betaaldag” Vrydag en die besoldiging wat op daardie dag betaal word, is vir werk wat tot en met die vorige Woensdag verrig is.

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

(4) *Premies.*—'n Werkgever mag nie ten opsigte van die indiensneming of opleiding van 'n werknemer regstreeks of onregstreeks betaal word of betaling aanneem nie.

(5) *Aankoop van goedere.*—'n Werkgever mag nie van 'n werknemer vereis om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(6) *Etes en huisvesting.*—Behoudens die bepalings van die wet, mag 'n werkgever nie van sy werknemer vereis om by hom of by enigeen of op 'n plek wat hy aanwys, te loseer en/of te woon nie.

(7) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes of ander bedrae as dié hieronder genoem, van sy besoldiging aftrek nie:—

(a) Bedrae as bydraes soos by die Werkloosheidsversekeringswet, No. 30 van 1966, voorgeskryf en bedrae vir pensioen- en voorsorgfondse en, met die toestemming van die werknemer, vir bystand-, sterfte- en aftredingsfondse, spaarfondse en bedrae verskuldig vir die aankoop van sigarette;

(b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer afwesig van die werk is, behalwe op las of op versoek van sy werkgever, 'n aftrekking eweredig aan die tydperk van sy afwesigheid en bereken op grond van die loon wat dié werknemer ten tye van die afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) 'n bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof moet of mag aftrek;

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

(i) in die geval van korttyd wat as gevolg van 'n tydelike handelslapse of 'n tekort aan grondstowwe of weens 'n voorraadopname ontstaan, tensy die werkgever sy werknemers minstens 24 uur vooraf kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) ten opsigte van die eerste uur wat daar nie gewerk word nie in die geval van korttyd wat ontstaan as gevolg van 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeluk of ander onvoorsiene noodgeval;

(e) ooreenkomstig subklousule (2) van klousule 12, 'n bedrag van R2 per stel, beskermende kledingstukke wanneer beskermende kledingstukke wat die eiendom van die werkgever is, nie deur 'n werknemer by sy diensbeëindiging teruggegee word nie;

(f) met die skriftelike toestemming van die werknemer, bedrae as bydraes tot die fondse van die Vakvereniging. Die werkgever moet sodanige gelde maandeliks aan genoemde Vereniging stuur.

(8) *Sigarettoelae.*—Die werkgever moet aan elke werknemer 50 sigarette toestaan vir elke week wat hy werklik gewerk het. Jaarlikse verlof wat ingevolge klousule 7 toegestaan word, word vir die toepassing van alleenlik hierdie artikel beskou as 'n tydperk waarin daar werklik gewerk is.

6. GEWONE EN OORTYDWERKURE EN BETALING VIR OORTYDWERK.

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

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

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

(ii) behoudens die bepalings van subparagraaf (i) hiervan 9 per dag;

(iii) moet 'n week uit slegs 5 dae bestaan, en 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 wag—

(i) 48 per week van Donderdag tot en met Woensdag;

- (ii) subject to subparagraph (i) hereof 9 per shift;
- (iii) a week may consist of 6 shifts;
- (2) An employer shall not require or permit a female employee to work between 6 o'clock p.m. and 6 o'clock a.m.
- (3) The ordinary hours of work of a casual employee shall not exceed 9 in any day.
- (4) *Meal breaks.*—An employer shall not require or permit his employee to work for more than 5 hours continuously on any day without an interval of not less than 1 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 1 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 1 hour shall be deemed to be continuous.
- (5) *Rest intervals.*—An employer shall grant to each of his employees other than a watchman employed in or about his establishment a rest interval of not less than 10 minutes at as nearly practicable—
 - (a) the middle of each first work period in a day;
 - (b) the middle of each second work period in a day where such period is longer than 3 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 subsection (4) and (5) of this section, all hours of work shall be consecutive.
- (7) An employee shall be deemed to be working in addition to any period during which he is actually working—
 - (a) during the whole of any interval in his work if—
 - (i) he is not free to leave the premises of his employer for the whole of such interval; or
 - (ii) the duration of such interval is not shown in the records required to be kept in terms of section 9 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 subsection shall not apply in respect of such employee with reference to that portion of such period.
- (8) *Limitations of hours of work on public holidays and Sundays.*—For the purpose of subsection (1) of this section, whenever an employee is required to work on a public holiday mentioned in section 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on a Saturday, shall not exceed 5 hours.
- (9) *Overtime.*—All time worked in excess of the maximum number of hours prescribed in subsection (1) and (3) of this section in respect of the day or week, shall be deemed to be overtime.
- (10) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime—
 - (a) in the case of a male employee—
 - (i) save as provided in paragraph (c) for more than 2 hours in any day;
 - (ii) for more than 10 hours in any week;
 - (b) in the case of a female employee—
 - (i) for more than 2 hours in any day;
 - (ii) on more than 3 consecutive days;
 - (iii) on more than 60 days in any year;
 - (iv) after completion of her working hours for more than 1 hour in any day unless he has—
 - (aa) given notice thereof to such employee before midday; or
 - (bb) provided such employee with an adequate meal before she has to commence overtime; or
 - (cc) paid such employee an allowance of 15 cent in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
 - (c) in the case of an employee not ordinarily working on a Saturday, not more than 5 hours on such a day.

- (ii) behoudens die bepalinge van subparagraaf (i) hiervan, 9 per skof;
- (iii) mag 'n week uit 6 skofte bestaan.
- (2) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om tussen 5 nm. en 6 vm. te werk nie.
- (3) Die gewone werkure van 'n los werknemer mag hoogstens 9 per dag wees.
- (4) *Eienspouses.*—'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om vir meer as 5 uur op 'n dag aaneen te werk sonder 'n pouse van minstens 1 uur waarin geen werk verrig mag word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortyd te wees nie; met dien verstande dat—
 - (a) as sodanige pouse langer as 1 uur duur, enige tydperk wat langer as 'n uur duur, geag moet word gewone werkure te wees;
 - (b) tydperke wat deur pouses van minder as 'n uur onderbreek word, geag moet word aaneenlopend te wees.
- (5) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n wag, wat in of by sy bedryfsinrigting in diens is, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—
 - (a) die middel van elke eerste werktydperk van die dag;
 - (b) die middel van elke tweede werktydperk van 'n dag, waar sodanige tydperk langer as 3 uur is;
 waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure te wees.
- (6) Werkure moet aaneenlopend wees.—Behoudens die bepalinge van subklousules (4) en (5) van hierdie klousule, moet alle werkure aaneenlopend wees.
- (7) Benewens enige tydperk waarin 'n werknemer werklik werk, word hy geag aan die werk te wees—
 - (a) gedurende 'n hele pouse in sy werk as—
 - (i) dit hom nie vrystaan om die perseel van sy werkgewer vir die hele pouse te verlaat nie; of
 - (ii) die duur van sodanige pouse nie in die registers wat ooreenkomstig artikel 9 van die Wet op Fabriek, Masjinerie en Bouwerk gehou moet word, gemeld word nie; en
 - (b) gedurende enige ander tydperk wat hy op die perseel van sy werkgewer is;
 met dien verstande dat as daar bewys word dat 'n werknemer gedurende enige gedeelte van die tydperk wat in paragraaf (b) genoem word, nie gewerk het nie en dat dit hom vrystaan het om die perseel te verlaat, die veronderstelling waarvoor daar voorsiening in hierdie subklousule gemaak word, nie ten opsigte van sodanige werknemer met betrekking tot daardie gedeelte van sodanige tydperk van toepassing is nie.
- (8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Vir die toepassing van subklousule (1) van hierdie klousule word daar bepaal dat, wanneer daar van 'n werknemer vereis word om op 'n openbare vakansiedag genoem in klousule 9 (1) of op 'n Sondag te werk, die werkure op sodanige dag hoogstens die gewone getal werkure moet wees wat gewoonlik op so 'n dag gewerk word (vir hierdie doel is Maandag die ekwivalente werkdag van Sondag), en as 'n openbare vakansiedag op 'n Saterdag val, mag die werkure hoogstens 5 wees.
- (9) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die maksimum getal ure wat in subklousules (1) en (3) van hierdie klousule voorgeskryf word ten opsigte van die dag of week, word geag oortyd te wees.
- (10) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om—
 - (a) in die geval van 'n manlike werknemer—
 - (i) meer as 2 uur per dag oortyd te werk nie, behoudens die bepalinge van paragraaf (c);
 - (ii) meer as 10 uur per week oortyd te werk nie;
 - (b) in die geval van 'n vroulike werknemer—
 - (i) meer as 2 uur per dag oortyd te werk nie;
 - (ii) op meer as 3 agtereenvolgende dae oortyd te werk nie;
 - (iii) op meer as 60 dae per jaar oortyd te werk nie;
 - (iv) na voltooiing van haar werkure meer as 1 uur op 'n dag oortyd te werk nie tensy hy—
 - (aa) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (bb) die werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
 - (cc) vroeg genoeg aan sodanige werknemer 'n toelae van 15c betaal het om haar in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin;
 - (c) in die geval van 'n werknemer wat nie gewoonlik op Saterdag werk nie, meer as 5 uur oortyd op 'n Saterdag te werk nie;

(11) *Payment for Overtime.*—An employer shall pay an employee employed by him at a rate not less than $1\frac{1}{2}$ times his ordinary wage, in respect of all overtime worked by such employee; such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.

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

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

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

(15) *Turning of Tobacco whilst in the process of fermentation.*—An employee engaged on this operation shall not be permitted to perform such work for a longer period than 3 months during any 6 consecutive months.

7. ANNUAL LEAVE.

(1) Save as provided in paragraphs (c) and (d) of this subsection, an employer shall grant to his employee in respect of each calendar year annual leave commencing during December in such year as follows:—

(a) In the case of an employee who has been in his employ since the 15th January of the calendar year to which the leave relates, 12 consecutive working days on full pay, provided that the said 12 days, Christmas Day, Boxing Day and New Year's Day form 1 continuous period of leave.

(b) In the case of an employee who is engaged after the 15th January of the calendar year to which such leave relates, 9 hours on full pay in respect of each completed 1 month of employment. An employer may require such employee to take additional leave without remuneration up to a total period not exceeding 12 consecutive working days during the period of leave stated in paragraph (a) hereof.

(c) Notwithstanding the provisions of paragraphs (a) and (b) and in substitution thereof an employer shall have the right to grant the number of days leave on full pay in terms of the said paragraphs to watchmen, cleaners and employees in the Stores and Despatch Department during the period 1 October to 28 February immediately following.

(d) A monthly paid employee may be required or permitted to take his annual leave on full pay of the duration prescribed in paragraph (a) or (b) at any other time, but to commence not later than within 2 months of the completion of each year of employment to which the leave relates.

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

(3) An employee whose contract of employment terminates before the period of leave referred to in subsection (1) has accrued, shall, upon such termination be paid in respect of each completed 1 month of such period of less than 1 calendar year not less than 9 hours full pay based on the weekly wage which he was receiving immediately before the date of such termination.

(4) An employee who is engaged on piece-work shall have his wage for the purpose of this section based on the average wages he earned for ordinary time work for the nearest 12 weeks on full time to his holiday leave.

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

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

(a) absent on leave in terms of subsection (1);

(b) undergoing military training in pursuance of the Defence Act, 1957;

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

(d) absent on sick leave in terms of section 8;

(11) *Besoldiging vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat by hom in diens is, minstens teen $1\frac{1}{2}$ maal sy gewone loon betaal vir alle oortydwerk wat sodanige werknemer verrig.

Sodanige oortydwerk is die totaal van al die tydperke wat daar oortyd gewerk is in die week, en waar sodanige totaal 'n gedeelte van 'n uur bevat, moet dit geag word 'n uur te wees.

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

(13) Geen werknemer mag as gevolg van sy weiering om oortyd te werk, ontslaan of in sy werk benadeel word nie.

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

(15) *Die omdraai van tabak gedurende die sweetproses.*—'n Werknemer wat by hierdie proses betrokke is, mag nie toegelaat word om sodanige werk vir 'n langer tydperk as 3 maande in 6 agtereenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van paragrawe (c) en (d) van hierdie subklousule, moet 'n werkgewer ten opsigte van elke kalenderjaar aan sy werknemer jaarlikse verlof, wat gedurende Desember van daardie jaar moet begin, soos volg toestaan:—

(a) In die geval van 'n werknemer wat sedert 15 Januarie van die kalenderjaar waarop die verlof betrekking het, by hom in diens is, 12 agtereenvolgende werkdade met volle besoldiging; met dien verstande dat genoemde 12 dae, Kersdag, Tweede Kersdag en Nuwejaarsdag 1 aaneenlopende verloftydperk moet uitmaak.

(b) In die geval van 'n werknemer wat na 15 Januarie van die jaar waarop die verlof betrekking het, in diens getree het, 9 uur met volle besoldiging ten opsigte van elke voltooide maand diens. 'n Werkgewer mag van sodanige werknemer vereis om addisionele verlof sonder besoldiging te neem vir 'n tydperk van hoogstens 12 agtereenvolgende werkdade gedurende die verloftydperk wat in paragraaf (a) van hierdie klousule gemeld word.

(c) Ondanks die bepalings van paragrawe (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal dae verlof met volle besoldiging ingevolge genoemde paragrawe aan wagt, skoonmakers en werknemers in die pakhuis- en versendingsafdeling toe te staan gedurende die tydperk 1 Oktober tot die onmiddellik daaropvolgende 28ste Februarie.

(d) Van 'n werknemer wat maandeliks betaal word, mag daar vereis word, of sodanige werknemer mag toegelaat word, om sy jaarlikse verlof met volle besoldiging vir die getal dae wat in paragraaf (a) of (b) voorgeskryf word, op enige ander tyd te neem en wel so dat dit nie later as 2 maande na die voltooiing van elke diensjaar waarop die verlof betrekking het, begin nie.

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

(3) 'n Werknemer wie se dienskontrak eindig voordat die verloftydperk genoem in subklousule (1), opgeloopt het, moet by sodanige beëindiging ten opsigte van elke voltooide maand van sodanige tydperk van minder as 1 kalenderjaar minstens 9 uur se volle besoldiging betaal word, wat gebaseer moet word op die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(4) Die loon van 'n werknemer wat stukwerk verrig, moet vir die toepassing van hierdie klousule gebaseer word op die gemiddelde loon wat hy verdien het vir die gewone tyd wat hy gewerk het gedurende die laaste 12 weke voltydse diens voor sy vakansieverlof.

(5) 'n Werknemer wat ooreenkomstig die bepalings van subklousule (1) op 'n verloftydperk geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrae betaal word wat in subklousule (1), (3) of (4) genoem word, naamlik die subklousule wat op hom van toepassing is.

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag alle tydperke in te sluit—

(a) wat 'n werknemer ooreenkomstig subklousule (1) met verlof afwesig is;

(b) waarin 'n werknemer militêre opleiding kragtens die Verdedigingswet, 1957, opleiding ondergaan;

(c) wat 'n werknemer op las of op versoek van sy werkgewer van sy werk afwesig is;

(d) wat 'n werknemer ooreenkomstig klousule 8 met siekteverlof afwesig is;

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) Subject to the provisions of subsection (2), an employer shall grant to his employee, other than a casual employee who is absent from work through incapacity not less than 20 work days sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this section not less than the wage he would have received had he worked during such period, provided that in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than 1 work day in respect of each completed period of 5 weeks of employment.

(2) An employer may as a condition precedent to the payment by him of any amount claimed in terms of this section by an employee in respect of any absence from work, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has accrued in terms of subsection (1) but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

(4) For the purposes of this section the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of section 7;

(ii) on the instructions or at the request of his employer;

(iii) on sick leave in terms of subsection (1);

(iv) undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (i), (ii) and (iii) plus any period of military training undergone in that year and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purpose of this section be deemed to be employment under this agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's 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 incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant leave on full pay to his employee, other than a watchman, on New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Family Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day: Provided that if in any year the Day of Atonement falls on a week-day, it shall in that year be substituted for Settlers' Day.

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

(a) in respect of a Sunday either:—

(i) pay to the employee:—

(aa) if he so works for a period not exceeding 4 hours, not less than his daily wage, or

(bb) if he so works for a period exceeding 4 hours, not less than double his hourly wage for each hour or part of an hour in respect of the total period worked by him on such Sunday or not less than his daily wage whichever is the greater or;

(ii) pay to the employee $1\frac{1}{2}$ times his hourly wage for each hour or part of an hour worked by him on such Sunday, and

en moet dit geag word te begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het of op die datum van sy indiensneming, naamlik die jongste datum.

8. SIEKTEVERLOF.

1. Behoudens die bepaling van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat as gevolg van ongeskiktheid van sy werk afwesig is, in elke kringloop van 24 agtereenvolgende maande diens by hom altesaam minstens 20 werkdae siekte verlof toestaan en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepaling van hierdie klousule, minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat 'n werknemer in die eerste 24 agtereenvolgende maande nie op meer siekteverlof met volle betaling as een werkdag ten opsigte van elke voltooide 5 weke diens geregtig is nie.

(2) 'n Werkgever mag, as 'n voorafgestelde voorwaarde, van 'n werknemer vereis om 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig, voor te lê voordat hy 'n bedrag betaal wat 'n werknemer ten opsigte van afwesigheid van sy werk ooreenkomstig die bepaling van hierdie klousule mag eis.

(3) Waar 'n werknemer in die eerste tydperk van 24 maande diens by dieselfde werkgever, as gevolg van ongeskiktheid vir 'n langer tydperk as die siekteverlof wat tot op die datum van die ongeskiktheid opgeloopt het, van sy werk afwesig is, is hy geregtig op betaling vir slegs dié verlof wat ooreenkomstig die bepaling van subklousule (1) opgeloopt het, maar sy werkgever moet, as hy dit nie reeds gedoen het nie, hom by verstryking van genoemde kringloop of by sy diensbeëindiging voor sodanige verstryking vir sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in dié mate waarin siekteverlof wat by sodanige verstryking of diensbeëindiging opgeloopt het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

(a) word „diens” geag enige tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—

(i) met verlof ooreenkomstig die bepaling van klousule 7;

(ii) op las of op versoek van sy werkgever;

(iii) met siekteverlof ooreenkomstig die bepaling van subklousule (1);

(iv) om militêre opleiding kragtens die Verdedigingswet, 1957, te ondergaan;

en wat altesaam hoogstens 10 weke ten opsigte van items (i), (ii) en (iii) beloop, plus enige tydperk van militêre opleiding wat in dié jaar ondergaan is; en enige tydperk van diens wat die werknemer by dieselfde werkgever gehad het onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, moet vir die toepassing van hierdie klousule geag word diens volgens hierdie Ooreenkoms te wees; en enige siekteverlof met volle betaling wat aan sodanige werknemer in sodanige tydperk verleen is, moet geag word verleen te wees ooreenkomstig hierdie Ooreenkoms;

(b) beteken „ongeskiktheid” onbekwaamheid om te werk weens enige siekte of besering, uitgesonderd dié wat deur 'n werknemer se wangedrag veroorsaak is: Met dien verstande dat enige onbekwaamheid om te werk, wat deur 'n ongeluk veroorsaak is en waarvoor vergoeding ooreenkomstig die Ongevalwet, 1941, betaalbaar is, geag moet word ongeskiktheid te wees slegs ten opsigte van enige tydperk van onbekwaamheid om te werk waarvoor geen ongeskiktheidsbetaling ooreenkomstig die bepaling van daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgever moet verlof met volle betaling aan 'n werknemer, uitgesonderd 'n wag, verleen op Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Gesinsdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag: Met dien verstande dat as Geloftedag in enige bepaalde jaar op 'n weekdag val, dit in dié jaar Setlaarsdag moet vervang.

(2) *Besoldiging vir werk op Sondae en openbare vakansiedae.*—Behoudens die bepaling van klousule 6 (8), moet 'n werkgever, wanneer 'n werknemer, uitgesonderd 'n wag, op 'n Sondag of 'n openbare vakansiedag werk—

(a) ten opsigte van 'n Sondag of—

(i) die werknemer—

(aa) minstens sy dagloon betaal as hy vir 'n tydperk van hoogstens 4 uur werk;

(bb) minstens dubbel sy uurloon betaal vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperke wat hy op 'n Sondag werk, as hy meer as 4 uur werk, of minstens sy dagloon, naamlik die bedrag wat die grootste is; of

(ii) die werknemer $1\frac{1}{2}$ maal sy uurloon betaal vir elke uur of 'n gedeelte van 'n uur wat hy op sodanige Sondag werk en

grant him within 7 days of such Sunday 1 day's leave and pay him in respect thereof not less than his daily wage, provided that where such an employee is required or permitted to work for less than 4 hours on such Sunday, he shall be deemed to have worked for 4 hours.

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

For the purposes of this section "hourly wage" shall mean—

"weekly remuneration as prescribed in terms of section 4 (1) divided by 44; and

"daily wage" shall mean—

"9 hours remuneration at the rates prescribed in terms of section 4 (1)";

provided that where an employer regularly remunerates an employee at an amount higher than that so prescribed the basis of calculation shall be made on such higher amount.

(3) (a) Whenever any public holiday prescribed in subsection (1) falls on a Saturday the employer shall either—

(i) pay to an employee employed by him, one-fifth of his weekly wage in respect of such public holiday; or

(ii) grant to the employee as a day's leave on full pay, either the Friday before, or the Monday or Friday after such public holiday, as decided by the employer:

Provided that the provisions of this paragraph shall not apply in respect of a public holiday falling on a Saturday in lieu of which an extra day on full pay is to be added to the annual leave period as provided for in paragraph (b).

(b) If during the period of annual leave a public holiday prescribed in subsection (1) should fall on a Saturday, an extra day on full pay in lieu thereof shall be added to the period of leave.

10. PROPORTION OR RATIO.

An employer shall not employ—

an unqualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and Grade II employee unless he had in his employ a qualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and Grade II employee respectively, and for each such qualified factory clerical employee, despatch clerk, receiving clerk, storeman, Grade I and Grade II employee, not more than 1 unqualified factory clerical employee, despatch clerk, receiving clerk, storeman, Grade I and Grade II employee, not more than 1 unqualified factory clerical employee, despatch clerk, receiving clerk, storeman, grade I and Grade II employee may be employed by him;

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

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 subsection (2), (3) and (4) of this section; provided that irrespective of the amount of piece-work performed such employee shall in respect of such period be paid not less than the wage which would have been payable to him had he been employed as a time worker during such period.

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

(3) An employer whose employees are engaged on piece-work shall not be permitted to discontinue the piece-work system unless he has given at least 2 weeks' notice to his employees of his intention to do so.

(4) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work rates referred to in subsection (1) and shall not alter such rates unless he has given to his employees not less than 2 weeks' notice of the proposed alteration.

12. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall grant 2 sets of protective clothing in good condition, including a cap for each female employee, free of charge, within 1 week of the commencement of his employment or within 1 month from the coming into operation of this Agreement, whichever is the later and shall renew such protective clothing where necessary but not more than once during each 12 months of employment, subject to subsection (2) of this section. An employee to whom protective clothing has

hom binne 7 dae van sodanige Sondag af 1 dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal; met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om vir minder as 4 uur op sodanige Sondag te werk, hy geag moet word 4 uur te gewerk het.

(b) ten opsigte van 'n openbare vakansiedag, benewens die loon wat ooreenkomstig subklousule (1) hiervan aan hom ver-skuldig is, die werknemer sy gewone loon betaal vir die tyd wat daar gewerk is, en 'n gedeelte van 'n uur wat gewerk is, moet geag word 'n voltooiide werkuur te wees.

Vir die toepassing van hierdie klousule beteken „uurloon”—

„weekloon soos voorgeskryf in klousule 4 (1), gedeel deur 44,” en beteken „dagloon”—

„9 uur se besoldiging soos voorgeskryf in klousule 4 (1)”; met dien verstande dat waar 'n werkgever 'n werknemer gereeld

'n hoër besoldiging betaal as die bedrag wat aldus voorgeskryf word, die berekening op sodanige hoër bedrag gebaseer moet wees.

(3) (a) Wanneer 'n openbare vakansiedag wat in subklousule (1) voorgeskryf word, op 'n Saterdag val, moet die werkgever of—

(i) aan 'n werknemer by hom in diens, een vyde van sy week-loon ten opsigte van dié openbare vakansiedag betaal; of

(ii) die werknemer as 'n dag verlof met volle besoldiging toestaan, of op die Vrydag vóór, of op die Maandag of Vrydag ná dié openbare vakansiedag, soos die werkgever besluit;

Met dien verstande dat die bepalinge van hierdie paragraaf nie van toepassing is nie op 'n openbare vakansiedag wat op 'n Saterdag val in plaas waarvan 'n ekstra dag met volle besoldiging bygevoeg moet word by die jaarlikse verloftyd soos in paragraaf (b) bepaal.

(b) Indien 'n openbare vakansiedag wat in subklousule (1) voorgeskryf word, gedurende die jaarlikse verloftyd op 'n Saterdag val, moet 'n ekstra dag met volle besoldiging in plaas daarvan by die verloftyd gevoeg word.

10. GETALSVERRHOUDING.

'n Werkgever mag nie 'n—

ongekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, pakhuysman, graad I- en graad II-werknemer in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, pakhuysman, graad I- en graad II-werknemer in diens het, en hy mag vir elke sodanige gekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, pakhuysman, graad I- en graad II-werknemer nie meer as 1 ongekwalifiseerde fabrieksklerk, versendingsklerk, ontvangsklerk, pakhuysman, graad I- en graad II-werknemer in diens neem nie;

met dien verstande dat 'n ongekwalifiseerde werknemer in enigiens van genoemde klasse wat 'n loon ontvang wat nie laer is nie as dié wat vir gekwalifiseerde werknemers van sy klas voorgeskryf word, vir die toepassing van hierdie klousule geag mag word 'n gekwalifiseerde werknemer te wees.

11. STUKWERK.

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

(2) 'n Werknemer mag nie 'n stukwerkstelsel in sy bedryfsinrigting invoer nie tensy hy sy werknemers minstens 2 weke vooraf in kennis gestel het van sy voorneme om dit te doen.

(3) 'n Werkgever wie se werknemers stukwerk verrig, word nie toegelaat om die stukwerkstelsel af te skaf nie tensy hy sy werknemers minstens 2 weke vooraf in kennis gestel het van sy voorneme om dit te doen.

(4) 'n Werknemer moet 'n lys van die stukwerkstariewe genoem in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opplak en opgeplak hou en hy mag nie sodanige tariewe verander nie tensy hy sy werknemers minstens 2 weke vooraf in kennis gestel het van die voorgenome verandering.

12. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgever moet aan elke werknemer 2 stelle beskermende klere, wat in 'n goeie toestand is, en ook 'n pet aan elke vroulike werknemer, gratis verskaf binne 1 week na die aanvangs van sy diens of binne 1 maand nadat hierdie ooreenkoms in werking getree het, naamlik die jongste datum, en hy moet behoudens die bepalinge van subklousule (2) van hierdie klousule, sodanige beskermende klere vervang waar nodig, maar nie meer as 1 keer vir elke 12 maande diens nie. Van 'n werknemer

been issued in terms hereof shall be required to wear such clothing during all working hours, and shall be responsible for the good condition and laundering of such protective clothing; provided that an employer may launder his protective clothing and withdraw the right of an employee to take protective clothing away from an establishment, and further provided that where in terms of the Factories, Act 1941, protective clothing and appliances must be provided, the employer shall provide and maintain same in good condition free of charge.

(2) All protective clothing issued in terms of this section shall remain the property of the employer and shall be returned by the employee at the termination of his service. The employer shall collect from the employee the sum of R2 at the termination of his service in the event of the employee not having returned his protective clothing; which sum shall be recoverable by way of setoff out of any moneys due to such employee.

13. BEVERAGES.

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

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

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

15. ORGANISATION OF EMPLOYEES.

An official of the Trade Union, duly authorised by the Trade Union, may with the permission of the employer from time to time enter a section of his establishment prescribed by the employer, during the lunch hour for the purpose of carrying on trade union activities, provided that any representative of the employer may be present at such activities.

16. RECORDS.

(1) The employer shall issue a certificate of service free of charge to each of his employees at the time when he leaves the employer's service. The certificates shall be in the form of Annexure A to the Agreement.

(2) Every employee shall on engagement complete a statement of experience in the form of Annexure B to this Agreement.

This shall be used by the employer as the sole means of determining the employee's experience or otherwise in the industry.

(3) The employer shall not later than the 15th of the succeeding months forward to the Secretary of the Union a list of employees who have been engaged and/or whose services have been terminated during each calendar month.

17. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than 1 week's notice in the case of a Weekly employee and 1 month's notice in the case of a monthly employee of his intention to terminate the contract of employment, provided that—

an employer may terminate the contract without notice by paying in lieu of such notice—

(a) in the case of a required period of notice of 1 week, 1 week's wages;

(b) in the case of a required period of notice of 1 month, 1 month's wages; and

an employee may terminate the contract without notice by forfeiting in lieu of such notice, in the case of a weekly or monthly paid employee, whatever wages he has earned since the beginning of the current pay-week or pay-month in which the contract is terminated, provided that this shall not effect—

(i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for not less than 1 week;

(iii) the validity of any written agreement providing for a probationary period of 3 months in the case of monthly employees and of a 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.

aan wie beskermende klere ooreenkomstig die bepaling hiervan uitgereik is, word daar vereis om sodanige klere gedurende alle werkure te dra, en sodanige werknemer is vir die goeie toestand en die was en stryk daarvan verantwoordelik; met dien verstande dat 'n werkgewer self sy beskermende klere mag laat was en stryk en die werknemer die reg mag ontnem om sodanige klere uit 'n bedryfsinrigting te verwyder; en voorts met dien verstande dat waar beskermende klere en toestelle ingevolge die Fabriekswet, 1941, verskaf moet word, die werkgewer genoemde artikels gratis moet verskaf en in 'n goeie toestand moet hou.

(2) Alle beskermende klere wat ooreenkomstig hierdie klousule uitgereik word, bly die eiendom van die werkgewer en moet deur die werknemer by die beëindiging van sy dienstydpark terugbesorg word. As die werknemer versuim om sy beskermende klere terug te besorg, mag die werkgewer by die beëindiging van sodanige werknemer se diens 2 rand van hom invorder, en hierdie bedrag is verhaalbaar deur middel van 'n aftrekking van enige geld wat aan sodanige werknemer verskuldig is.

13. DRANKE.

'n Werkgewer moet tee of koffie (met melk en suiker), 2 maal per dag gratis aan sy werknemers beskikbaar stel gedurende hul oggend- en middagruspouses; met dien verstande dat daar van die werknemers vereis mag word om hul eie houters te verskaf.

14. VERBOD OP INDIENSNEMING VAN PERSONE JONGER AS 15 JAAR.

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

15. WERKNEMERSORGANISASIE.

'n Beampte van die Vakvereniging wat behoorlik deur die Vakvereniging daartoe gemagtig is, mag met die toestemming van die werkgewer van tyd tot tyd 'n afdeling van die bedryfsinrigting wat deur die werkgewer aangewys is, gedurende die etensuur besoek met die doel om sake van die Vakvereniging te behartig; met dien verstande dat 'n verteenwoordiger van die werkgewer by die behartiging van sodanige sake verteenwoordig mag wees.

16. REGISTERS.

(1) Die werkgewer moet 'n dienssertifikaat gratis aan elke werknemer uitreik wanneer hy die werkgewer se diens verlaat. Die sertifikaat moet in die vorm wees soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(2) Elke werknemer moet by indiensneming 'n opgawe van sy ondervinding invul in die vorm soos in Aanhangsel B van hierdie Ooreenkoms voorgeskryf. Die werkgewer moet sodanige opgawe gebruik as die enigste middel om die werknemer se ondervinding of onervarenheid in die nywerheid te bepaal.

(3) Die werkgewer moet 'n lys van die werknemers wat gedurende elke kalendermaand in diens geneem is en/of wie se diens gedurende sodanige maand beëindig is, voor of op die 15de van die daaropvolgende maand aan die Sekretaris van die Vakvereniging stuur.

17. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet in die geval van 'n werknemer wat weekliks besoldig word minstens 1 week, en in die geval van 'n werknemer wat maandeliks besoldig word, minstens 1 maand vooraf kennis gee van sy voorneme om die dienskontrakte te beëindig; met dien verstande dat—

'n werkgewer die dienskontrak sonder kennisgewing mag beëindig deur in plaas van sodanige kennisgewing—

(a) in die geval waar 'n kennisgewingtermyn van 1 week vereis word, 1 week se loon;

(b) in die geval waar 'n kennisgewingtermyn van 1 maand vereis word, 1 maand se loon te betaal;

en dat 'n werknemer die kontrak sonder kennisgewing mag beëindig deur in plaas van sodanige kennisgewing enige loon wat hy verdien het sedert die begin van die lopende betaalweek of -maand waarin die dienskontrak beëindig word, te verbeur; en voorts met dien verstande dat dit—

(i) nie die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, raak nie;

(ii) nie 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer waarin voorsiening gemaak word vir 'n kennisgewingtermyn wat vir albei partye ewe lank is en wat nie korter as 1 week is nie, raak nie;

(iii) nie die geldigheid raak nie van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van 3 maande in die geval van werknemers wat maandeliks besoldig word, en van 1 week in die geval van werknemers wat weekliks besoldig word, waarin diens deur enigiemand van die partye beëindig kan word deur 24 uur vooraf kennis te gee.

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

(3) The notice referred to in subsection (1) shall not run concurrently with annual leave or sick leave or during any period of military training in pursuance of the Defence Act, 1957. For the purpose of this subsection, sick leave shall mean a period of 2 weeks unless the employee has within such period notified his employer that he is ill and produces a doctor's certificate in respect of the period of absence in which case sick leave shall mean a period of 15 weeks from the commencement of the employee's absence.

18. 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 Cape Town this 28th day of November, 1967.

G. D. VAN DEN BERG,
Chairman.

S. COHEN,
Duly Authorised Representative (Employers.)

C. DU PREEZ,
Duly Authorised Representative (Employees.)

H. S. MEYER,
Secretary.

Reference No. _____

ANNEXURE A.

CERTIFICATE OF EMPLOYMENT.

Employee's full name _____
(surname in capital letters.)
Formerly known as _____
Employee's house address _____
Clock card No. _____
Grade _____
Last occupation _____
Since (date) _____
*Wage received at time of leaving, R _____ per week/month.
Date of last increase _____
Date of entering service _____
Date of leaving service _____

Employer's signature. _____

Date of issue _____

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

Reference No. _____

ANNEXURE B.

STATEMENT OF EXPERIENCE.

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

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

Name of factory.	Period of Service.		Occupation.	Wages.	
	From.	To.		At Start.	When leaving.

(2) Wanneer 'n ooreenkoms ingevolge die bepalings van subparagrafe (ii) en (iii) van subklousule (1) van hierdie klousule gesluit word, moet die betaling of die verbeuring in plaas van kennisgewing in verhouding wees met die tydperk van kennisgewing waarvoor daar ooreengekom is.

(3) Die kennisgewing gemeld in subklousule (1), mag nie met jaarlikse verlof of siekteverlof of met 'n tydperk van militêre opleiding kragtens die Verdedigingswet, 1957 saamval nie. Vir die toepassing van hierdie subklousule beteken „siekteverlof” 'n tydperk van 2 weke tensy die werknemer binne sodanige tydperk sy werkgever in kennis gestel het dat hy siek is en ten opsigte van die tydperk van afwesigheid 'n doktersertifikaat voorleë; en in so 'n geval beteken „siekteverlof” 'n tydperk van 15 weke vanaf die begin van die werknemer se afwesigheid.

18. VERTONING VAN OOREENKOMS.

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

Te Kaapstad op hede die 28ste dag van November 1967 onderteken.

G. D. VAN DEN BERG,
Voorsitter.

S. COHEN,
Behoorlik gemagtigde verteenwoordiger (werkgevers).

C. DU PREEZ,
Behoorlik gemagtigde verteenwoordiger (werknemers).

H. S. MEYER,
Sekretaris.

Verwysingsnommer _____

AANHANGSEL A. DIENSSERTIFIKAAT.

Werknemer se volle naam _____
(Familiernaam in hoofletters.)

Voorheen bekend as _____
Werknemer se huisadres _____
Klokkaartno. _____
Graad _____
Jongste beroep _____
Sedert (datum) _____
*Loon wat op datum van uitdienstreding ontvang is R _____ per week/maand plus R _____ lewenskostetoelae per week/maand.
Datum van jongste verhoging _____
Datum van indienstreding _____
Datum van uitdienstreding _____

Werkgever se handtekening. _____

Uitreikingsdatum _____

* Meld asseblief in die geval van stukwerkers hul minimum tydloon per week. _____

Verwysingsnommer _____

AANHANGSEL B. OPGAWE VAN ONDERVINDING.

Let wel.—Hierdie opgaawe moet noukeurig ingevul word. 'n Persoon wat willens en wetens 'n vals verklaring maak of laat maak, begaan 'n oortreding en kan ingevolge die bepalings van artikel 73 van die Wet op Nywerheidsversoenings, 1956, vervolgt word.
Ek mnr., mev., mej. (familiernaam) _____
Voornaam _____
Voorheen bekend as _____
van (huisadres) _____
verklaar hierby dat ek _____ jaar oud is en die volgende ondervinding in die Sigaret- en Tabaknywerheid het:—

Naam van fabriek.	Dienstydperk.		Beroep.	Loon.	
	Van.	Tot.		By indienstreding.	By uitdienstreding.

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

Date _____ Employee's Signature _____
Witness _____

No. R. 653. 19 April 1968.

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

**TOBACCO MANUFACTURING INDUSTRY
(CAPE).**

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 Manufacturing Industry, published under Government Notice No. R. 652 of 19 April 1968, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 654. 19 April 1968.

WAR MEASURES ACT, 1940.

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

**TOBACCO MANUFACTURING INDUSTRY
(CAPE).**

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Tobacco Manufacturing Industry, published under Government Notice No. R. 652 of 19 April 1968.

M. VILJOEN,
Minister of Labour.

Hierby verklaar ek dat bostaande staat tot my beste wete waar en korrek is.

Datum _____ Werknemer se handtekening _____
Getuie _____

No. R. 653. 19 April 1968.

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941:**

TABAKNYWERHEID (KAAP).

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, gepubliseer by Goewermentskennisgewing No. R. 652 van 19 April 1968, oor die algemeen vir werknemers 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.

No. R. 654. 19 April 1968.

WET OP OORLOGSMAATREËLS, 1940.

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

TABAKNYWERHEID (KAAP).

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. 652 van 19 April 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

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