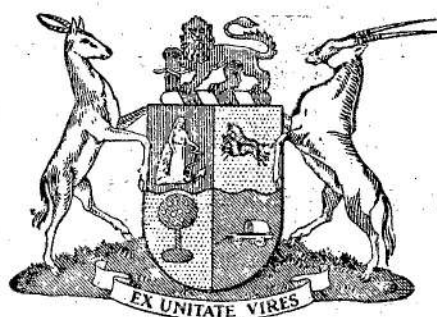




Government Gazette

Buitengewone Extraordinary Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuisblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 337)

Price 10c Prys
Overseas 15c Oorsee
POST FREE — POSVRY

(REGULASIEKOERANT No. 337)

VOL. XII.]

PRETORIA, 15 MAY
15 MEI 1964.

[No. 791.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 745.] [15 May 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

TOBACCO MANUFACTURING INDUSTRY, RUSTENBURG.

AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, 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 the 31st August, 1965, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (7) (a) (ii), 18 and 19, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st August, 1965, 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 Rustenburg;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Municipal Area of Rustenburg and from the second Monday after the date of publication of this notice and for the period ending the 31st August, 1965, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (7) (a) (ii), 18 and 19, shall *mutatis mutandis* be binding upon all Natives 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 Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 745.] [15 Mei 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

TABAKNYWERHEID, RUSTENBURG.

OOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, 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 31 Augustus 1965 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (7) (a) (ii), 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Munisipale gebied Rustenburg;
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (7) (a) (ii), 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1965 eindig, in die Munisipale gebied Rustenburg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between
The United Tobacco Companies (South), Limited, Rustenburg
(hereinafter called "the employer"), of the one part, and
Rustenburg Tabakwerkersvereniging
(hereinafter called "the employees" or "the trade union"), of the other part,
being the parties to the Industrial Council for the Tobacco Manufacturing Industry (Rustenburg).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal area of Rustenburg by The United Tobacco Companies (South), Limited, and by all employees of such Company who are employed in the Industry and who are members of the trade union and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister and shall remain in force until 31st August, 1965, or for such period as may be determined by the Minister of Labour.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means 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 in the trades mentioned above, issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

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

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

"boiler attendant" means an employee engaged in firing a boiler and maintaining correct water level and authorised steam pressure, and who also maintains and draws the fires and/or removes the ashes;

"canteen supervisor" means an employee responsible for the supervision of a canteen;

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

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

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

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

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

"establishment" means any premises registrable under the Factories, Machinery and Building 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;

"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, tobacco packer, grade IIA, grade III, grade IV employees and/or labourers for faults or defects in such work and who is responsible for the quality and accuracy of the work performed, and who may distribute such work and may keep records relating to his/her duties;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (RUSTENBURG).

OOREENKOMS

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

The United Tobacco Companies (South), Limited, Rustenburg
(hieronder "die werkgever" genoem), aan die een kant, en
Rustenburg Tabakwerkersvereniging

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Munisipale gebied van Rustenburg nagekom word deur The United Tobacco Companies (South), Limited, en alle werknemers van hierdie Maatskappy wat in die nywerheid werksaam is en lede van die vakvereniging is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister vasstel en bly van krag tot 31 Augustus 1965, of vir die tydperk wat die Minister van Arbeid mag bepaal.

3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 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 leervoerwaardes en leertyd van sy ambag nagekom en uitgedien het of wat in besit is van 'n sertifikaat van bekwaamheid in die ambagte hierbo genoem wat die Registrateur van Vakleerlinge ingevolge artikel ses 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 twee (7) of artikel sewe (3) van genoemde Wet;

"assistent-voorman" 'n manlike werknemer wat 'n voorman by die uitvoering van sy pligte behulpsaam is en wat in sy afwesigheid namens hom mag optree;

"assistent-voorvrou" 'n vroulike werknemer wat 'n voorvrou by die uitvoering van haar pligte behulpsaam is en wat in haar afwesigheid namens haar mag optree;

"ketelbediener" 'n werknemer wat 'n stoomketel stook en die korrekte waterstand en goedgekeurde stoomdruk op peil hou, en wat ook vure in stand hou en uithaal en/of die as verwyder;

"eethuistoetsighouer" 'n werknemer wat verantwoordelik is vir die toesig oor 'n eethuis;

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

"onderbaas" 'n werknemer wat onder die toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, versendingsklerk, pakhuishouder of toesighouer in beheer is van graad II- en/of graad IIA- en/of graad III- en/of graad IV-werknemers en/of arbeiders;

"versendingsklerk" 'n werknemer wat klerklike pligte in 'n fabriek verrig en wat in hoofsaak verantwoordelik is vir die verpakking en/of nagaan van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, weeg en/of bymeekaarmaak van sodanige goedere, die nagaan van pakkies en die merk en adresseer daarvan;

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

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

"bedryfsinrigting" 'n perseel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word en enige perseel waarin goedere of materiale opgeberg word vir vervaardiging of verpakking, en kantore wat regstreeks met die bestuur van 'n fabriek in verband staan;

"ondersoeker" 'n werknemer wat onder die toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou of toesighouer die werk wat graad I- en graad II-werknemers, tabakverpakkers, graad IIA-, graad III-, graad IV-werknemers en/of arbeiders verrig, vir foute of gebreke in dié werk ondersoek en wat verantwoordelik is vir die gehalte en presiesheid van die werk wat gedoen word en wat dié werk kan uitdeel en rekords van sy/haar pligte mag byhou;

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

"examiner, unqualified" means an examiner who has had less than six 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 and/or a tobacco packer, the total period or periods during which an employee has worked in the Industry as a grade II employee and/or a tobacco packer;
- (d) in relation to a grade IIA, a grade III or a grade IV employee, the total period or periods during which an employee has worked in the Industry as a grade IIA, a grade III or a grade IV employee;

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

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

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

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

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

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

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

"foreman" 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 or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:—

- (1) Operating a fumigation chamber;
- (2) operating a power-driven leaf conditioning machine;
- (3) operating a tobacco drying machine (including a cooling machine);
- (4) operating a vacuum process conditioning plant;
- (5) weighing and recording moisture tests;

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

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

"grade II employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:—

- (1) Operating an automatic soldering machine;
- (2) operating a casing machine;
- (3) operating a hydraulic tobacco press;
- (4) operating a leaf stripping or stemming machine;
- (5) operating a pouch packing machine;
- (6) operating a power-driven lift;
- (7) operating a power-driven saw;
- (8) operating a scrap cleaning machine;
- (9) operating a semi-automatic knife grinding machine;
- (10) operating a tobacco cutting machine;
- (11) operating a tobacco flavouring cylinder;
- (12) operating a tobacco packing machine;
- (13) operating a transparent material wrapping machine;
- (14) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (15) cooking meals;
- (16) supervising the steaming of tobacco;

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

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

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

"ondervinding"—

(a) met betrekking tot 'n ondersoeker, afdelingsman, fabrieksklerk, versendingsklerk, ontvangklerk of pakhuysman, die totale tydperk of tydperke waarin 'n werknemer onderskeidelik as 'n ondersoeker, afdelingsman, fabrieksklerk, versendingsklerk, ontvangklerk of pakhuysman in die Nywerheid gewerk het;

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

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

(d) met betrekking tot 'n graad IIA-, 'n graad III- of 'n graad IV-werknemer, die totale tydperk of tydperke waarin 'n werknemer as 'n graad IIA-, 'n graad III- of 'n graad IV-werknemer in die Nywerheid gewerk het;

met dien verstande dat as 'n werknemer in graad II, 'n tabakverpakker, graad IIA, graad III, of graad IV na 'n hoër graad oorgeplaas word, die totale tydperk wat hy gewerk het in die graad waaruit hy oorgeplaas word, ses maande na die datum van sodanige oorplasing, as ondervinding in die graad waarna hy oorgeplaas word, gereken moet word;

"fabrieksklerk" 'n manlike of vroulike werknemer wat nie elders gespesifiseer word nie, wat in 'n bedryfsinrigting bestellings uitmaak, nagaan, berekenings maak, aantekening hou van werk wat gedoen en pligte wat uitgevoer is, en/of die korrespondensie wat daarmee gepaard gaan, doen deur te skryf of te tik, en wat kontant mag invorder en hanteer;

"fabrieksklerk, man, gekwalifiseer" 'n manlike fabrieksklerk met minstens vyf jaar ondervinding;

"fabrieksklerk, man, ongekwalifiseer" 'n manlike fabrieksklerk met minder as vyf jaar ondervinding;

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

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

"fabriekskode" 'n werknemer wat mondelinge, skriftelike of telefoonboodskappe in 'n bedryfsinrigting ontvang en/of aflewer en wat sodanige boodskappe skriftelik mag aanteken;

"voorman" 'n manlike of vroulike werknemer wat in beheer staan van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer en gesag uitoefen oor die werknemers, wat verantwoordelik is daarvoor dat hulle hul werk doeltreffend verrig, en wat die reg het om, behoudens goedkeuring deur die werkgewer, werknemers aan te stel of te ontslaan;

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

"graad I-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyp-tabak, een of meer van onderstaande werksaamhede verrig:—

- (1) 'n furnagekamer bedien;
- (2) 'n kragaangedrewe blaarkondisioneringsmasjien bedien;
- (3) 'n tabakdroogmasjien bedien (met inbegrip van 'n verkoelmassjien);
- (4) 'n vakuumproses-kondisioneringsinstallasie bedien;
- (5) weeg en aantekening hou van vogtigheidstoetse;

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

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

"graad II-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyp-tabak, een of meer van onderstaande werksaamhede verrig:—

- (1) 'n Outomatiese soldeermasjien bedien;
- (2) 'n geurmengmasjien bedien;
- (3) 'n hidroliese tabakpers bedien;
- (4) 'n blaasstroop- of stingelmasjien bedien;
- (5) 'n tabaksakkieverpakkingsmasjien bedien;
- (6) 'n kragaangedrewe hyser bedien;
- (7) 'n kragaangedrewe saag bedien;
- (8) 'n afvalskoonmaakmasjien bedien;
- (9) 'n halfoutomatiese messlypmasjien bedien;
- (10) 'n tabaksnymasjien bedien;
- (11) 'n tabakgeursilinder bedien;
- (12) 'n tabakverpakkingsmasjien bedien;
- (13) 'n masjien wat met deurskynende materiaal toedraai, bedien;
- (14) met die ontvangs en/of uitreiking van materiale en/of vervaardigde goedere behulpsaam wees en daarvan aantekening hou;
- (15) etes kook;
- (16) oor die stoom van tabak toesig hou;

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

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

"grade IIA employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:—

feeding, sorting, or taking off from "Quester" tobacco packing machines;

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

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

"grade III employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:—

- (1) Operating a bag stitching machine;
- (2) operating a butting machine;
- (3) operating a code dating machine;
- (4) operating a crimping machine (tin);
- (5) operating a hand-operated guillotine for cutting paper or board;
- (6) operating a power-driven gumming machine;
- (7) operating a power-driven stacking machine;
- (8) operating a power press to form plugs for packing into pouches or packets;
- (9) feeding and taking off packets and/or bags from transparent material wrapping machine;
- (10) feeding, sorting and taking off from tobacco packing machines (not elsewhere specified) and/or tobacco packeting machines;
- (11) packing tobacco in bulk over 16 oz. up to and including 10 lb.;
- (12) operating a spraying machine for insecticide;
- (13) operating a steam rolling machine;
- (14) operating a tin heating machine;
- (15) operating a tobacco dressing and/or dust extracting cylinder;
- (16) affixing excise stamps by hand;
- (17) boiler attendant;
- (18) cloakroom attendant;
- (19) cutting paper, transparent material and/or foil by hand-operated cutting device (machine);
- (20) factory messenger;
- (21) feeding tobacco cutting machine;
- (22) labelling by hand;
- (23) making bags, packets, or pouches by hand;
- (24) making paste;
- (25) making up inner paper linings for bulk containers of tobacco;
- (26) placing lids or taggers on to empty or filled box bodies or tins by hand;
- (27) pricking tins preparatory to soldering;
- (28) soldering tins by hand;
- (29) testing tins after being soldered;
- (30) transparent wrapping by hand;
- (31) weighing and recording weights—not elsewhere specified;
- (32) wrapping packed tobacco into outers by hand;
- (33) placing rubber bands around pouches and/or sealing pouches;
- (34) placing tins, bags or packets on funnels;
- (35) rubber stamping (not elsewhere specified);

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

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

"grade IV employee" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:—

- (1) Operating a hoist;
- (2) operating a tobacco plug trimming machine;
- (3) closing of packets by heat sealing machine and/or stapling machine;
- (4) placing container on carrier of Kobie tobacco filling machine;
- (5) strip wrapping packets or pouches into bundles;
- (6) weighing to a set scale;

"grade IV employee, qualified," means a grade IV employee who has had not less than six months' experience;

"grade IV employee, unqualified," means a grade IV employee who has had less than six months' experience;

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

"labourer" means an employee employed in, or in connection with, the manufacture or packing of cigarette tobacco and/or pipe tobacco in one or more of the following operations:—

- (1) Operating a hand ratchet tobacco press;
- (2) operating a tobacco scrap sieving machine;
- (3) applying flavour, casing or colouring material to tobacco by hand;
- (4) assembling shooks or making wooden cases, boxes or crates by hand;

"graad IIA-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:—

"Quester"-tabakverpakkingsmasjiene voer, daaruit sorteer, of daarvan afneem;

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

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

"graad III-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:—

- (1) 'n sakstikmasjiene bedien;
- (2) 'n stingelmasjiene bedien;
- (3) 'n kodedateermasjiene bedien;
- (4) 'n riffelmasjiene (tin) bedien;
- (5) 'n handguillotine vir die sny van papier of bord bedien;
- (6) 'n kragaangedrewe lymmasjiene bedien;
- (7) 'n kragaangedrewe opstapelmasjiene bedien;
- (8) 'n kragpers wat pruimpies vir verpakking in sakkies of pakkies vorm, bedien;
- (9) pakkies en/of sakkies voer en van masjiene afneem wat dit met deurskynende materiaal toedraai;
- (10) tabakverpakkingsmasjiene (wat nie elders gespesifiseer word nie) en/of tabakpakkemasjiene voer, daaruit sorteer of daarvan afneem;
- (11) tabak in grootmaat van meer as 16 onse tot en met 10 lb. verpak;
- (12) 'n insekdoerspreimasjiene bedien;
- (13) 'n stingelwalsmasjiene bedien;
- (14) 'n tinverhittingsmasjiene bedien;
- (15) 'n tabakbereidings- en/of stofverwyderingsilinder bedien;
- (16) aksynseëls met die hand opplak;
- (17) ketelbediener;
- (18) kleedkamerbediende;
- (19) papier, deurskynende materiaal en/of foelie met 'n handsnytoestel (masjiene) sny;
- (20) fabrieksboode;
- (21) 'n tabaksnymasjiene voer;
- (22) met die hand etiketteer;
- (23) sakke, pakkette of sakkies met die hand maak;
- (24) pasta maak;
- (25) papierbinnevoerings vir grootmaattabakhouers maak;
- (26) deksels of blikkenplaatjies met die hand op leë of vol doosrompe of blikke plaas;
- (27) blikke wat gesoldeer moet word, prik;
- (28) blikke met die hand soldeer;
- (29) blikke toets nadat hulle gesoldeer is;
- (30) met die hand met deurskynende materiaal toedraai;
- (31) weeg en gewigte aanteken—nie elders gespesifiseer nie;
- (32) verpakte tabak met die hand in buitehouers toedraai;
- (33) rubberbandjies om tabaksakkies plaas en/of tabaksakkies verseël;
- (34) blikke, sakkies of pakkies aan tregters sit;
- (35) rubberstempelwerk (nie elders gespesifiseer nie);

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

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

"graad IV-werknemer" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:—

- (1) 'n hystoestel bedien;
- (2) 'n tabakpruimpie-afwerkmasjiene bedien;
- (3) pakkies met 'n hitteseëlmassjiene en/of krammasjiene toemaak;
- (4) houer aan vervoerder van Kobie-tabakvulmasjiene sit;
- (5) pakkies of tabaksakkies met stroke in bondels toedraai;
- (6) met 'n gestelde skaal weeg;

"graad IV-werknemer, gekwalifiseer" 'n graad IV-werknemer met minstens ses maande ondervinding;

"graad IV-werknemer, ongekwalifiseer" 'n graad IV-werknemer met minder as ses maande ondervinding;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat herstel en/of verstelwerk aan masjinerie, installasie, geboue of ander uitrustings doen; met dien verstande dat 'n werknemer wat herstel en/of verstelwerk aan bewegende masjinerie doen 'n bevoegde persoon moet wees soos omskryf in Regulasie 30 van die Regulasies wat kragtens die Wet op Fabricke opgestel is;

"arbeider" 'n werknemer wat in, of in verband met, die vervaardiging of verpakking van sigarettabak en/of pyptabak, een of meer van onderstaande werksaamhede verrig:—

- (1) 'n handrateltabakpers bedien;
- (2) 'n tabakafvalsifmasjiene bedien;
- (3) geursel, bevoegtigings- of kleurstof met die hand by tabak voeg;
- (4) duie inmeekaarsit of houtkiste, kaste of kratte met die hand maak;

- (5) assistants on delivery vans or vehicles;
- (6) baling leaf tobacco;
- (7) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (8) cleaning tobacco or leaf by hand;
- (9) closing and sealing tins, packets or other containers;
- (10) collecting, sorting and/or bundling used baling materials;
- (11) cutting paper from reels by hand;
- (12) damping tobacco or dipping it into liquid;
- (13) delivering messages, letters or goods on foot or by means of a manually propelled vehicle or a bicycle, other than a motor cycle;
- (14) drying tobacco on steam or gas pans;
- (15) feeding, catching, sorting and taking off from machines in grades I, II, III and IV not elsewhere specified;
- (16) filling and/or emptying a tobacco press;
- (17) folding and filling "silent salesmen";
- (18) gardening;
- (19) inserting paper linings;
- (20) loading or unloading;
- (21) making, maintaining or drawing fires and/or removing refuse or ashes;
- (22) mixing leaf and/or cut tobacco into blends by hand;
- (23) moving bales or packages by means of a palette truck;
- (24) moving, stacking or carrying articles;
- (25) oiling and greasing;
- (26) opening or closing boxes or bales, packages or other containers;
- (27) packing into open and standardized containers;
- (28) packing tobacco in bulk (over 10 lb.);
- (29) picking out stems;
- (30) placing and/or turning over cut tobacco on conveyor belts;
- (31) preparing and/or serving food and/or beverages, other than cooking meals;
- (32) pushing or pulling a manually propelled vehicle;
- (33) removing the leaves by hand;
- (34) repetitive rubber stamping or serial numbering, where no discretion is involved;
- (35) sealing containers and/or strapping cases and/or bales;
- (36) sorting wrapping material;
- (37) stacking, bulking or binning tobacco;
- (38) stemming or stripping tobacco leaves by hand;
- (39) stencilling;
- (40) stirring flavouring or casing or colouring materials and/or ingredients, other than compounding;
- (41) straightlaying tobacco leaves from tangled form;
- (42) taking off and/or packing tobacco leaves from conveyor belt or table;
- (43) turning over (drying) tobacco by hand;

"military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of said Act or any other training or service for which he volunteers or which he elects to undergo;

"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;

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on other work connected with the vehicle or the load and all periods during which he is required to remain in readiness to drive;

"operating a machine" means the work performed by an employee who is responsible for starting and stopping a machine (but excludes any other member of a machine crew who may stop the machine) and includes making minor running adjustments to a machine and being responsible for the scrutinising and checking of the quality of the work done by such machine;

"overseer" means a male employee who, under the supervision of a foreman or assistant foreman, is in charge of male employees and who is responsible for the efficient performance by them of their duties and who may keep records relating to his duties;

"piece work" means any system under which an employee's wage 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 five years' experience;

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

- (5) assistente op afleeringswaens of -voertuie;
- (6) blaartabak baal;
- (7) perseje, installasie, masjinerie, implemente, gereedskap, gerei of voertuie skoonmaak;
- (8) tabak of blare met die hand skoonmaak;
- (9) blikke, pakkies of ander houers toemaak of verseël;
- (10) gebruikte baalmateriale bymekaarmaak, sorteer en/of in bondels bind;
- (11) papier met die hand van rolle afsny;
- (12) tabak bevogtig of in vloeistof doop;
- (13) boodskappe, briewe of goedere te voet of met 'n hand-voertuig of 'n fiets, uitgesonderd 'n motorfiets, aflewer;
- (14) tabak op stoom- of gaspanne droogmaak;
- (15) masjiene in grade I, II, III en IV wat nie elders gespesifiseer word nie, voer, daaruit opvang en sorteer en daarvan afneem;
- (16) 'n tabakpers vul en/of leegmaak;
- (17) vowerk doen vir verkoopsoutomate en hulle vul;
- (18) tuinwerk;
- (19) papiervoerings insit;
- (20) laai of aflaai;
- (21) vure maak, in stand hou of uithaal en/of vullis of as verwyder;
- (22) blaar- en/of kerftabak met die hand tot mengsels vermeng;
- (23) bale of pakkies met 'n vorkhyser verskuif;
- (24) artikels verskuif, opstapel of dra;
- (25) olie en smeer;
- (26) kiste, dose of bale, pakkies of ander houers oop- of toemaak;
- (27) in oop en gestandaardiseerde houers inpak;
- (28) tabak in grootmaat verpak (meer as 10 lb.);
- (29) stingels uitsoek;
- (30) kerftabak op vervoerbande plaas en/of omdraai;
- (31) kos en/of drankie voorberei en/of bedien, maar nie etes kook nie;
- (32) 'n handvoertuig stoot of trek;
- (33) bindblare met die hand verwyder;
- (34) herhalende rubberstempelwerk of in volgorde nommer, waar geen oordeelsvermoë nodig is nie;
- (35) houers verseël en/of kaste en/of bale vasbind;
- (36) toedraaimateriaal sorteer;
- (37) tabak opstapel, in stapels pak of in blikke pak;
- (38) stingels met die hand uit tabakblare verwyder of tabakblare met die hand stroop;
- (39) sjabloner;
- (40) geursel of bevogtigings- of kleurstowwe en/of bestanddele roer, uitgesonderd die samestelling daarvan;
- (41) verkreukelde tabakblare plat uitleë;
- (42) tabakblare van 'n vervoerband of tafel afneem of affak;
- (43) tabak (wat gedroog word) met die hand omdraai;

"militêre opleiding" ononderbroke opleiding wat 'n werknemer ingevolge artikel *een-en-twintig* (1), gelees met sub-artikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit geen opleiding wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet uit eie keuse mag ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"motorvoertuig" 'n voertuig wat ontwerp of bedoel is om met krag, uitgesonderd mense- of dierekrag, aangedryf te word, en wat vir die vervoer van persone wat in 'n bedryfs-inrigting werksaam is, en/of goedere, gebruik word;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing van hierdie woord-omskrywing omvat "n motorvoertuig bestuur" alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder aan ander werk in verband met die voertuig of die vrug bestee en alle tydperke waarin daar van hom vereis word om op sy pos te bly, gereed om te bestuur;

"n masjiene bedien" die werk wat 'n werknemer verrig wat verantwoordelik is vir die aan- en stopsit van 'n masjiene (uitgesonderd 'n ander lid van 'n masjiene-werkspan wat die masjiene mag stopsit) en omvat dit klein lopende verstellings aan 'n masjiene en die verantwoordelikheid om die gehalte van die werk wat sodanige masjiene lewer, deeglik te ondersoek en na te gaan;

"opsiener" 'n manlike werknemer wat onder die toesig van 'n voorman of assistent-voorman in beheer staan van manlike werknemers en wat verantwoordelik is daarvoor dat hulle hul pligte doeltreffend verrig en wat rekords betreffende sy pligte mag byhou;

"stukwerk" 'n stelsel waarvolgens die loon van 'n werknemer gegrond word op die hoeveelheid of die omvang van die werk wat verrig is;

"ontvangklerk" 'n fabrieksklerk wat hoofsaaklik verantwoordelik is vir die ontvang, nagaan, aanteken en/of verspreiding van goedere of materiale wat in 'n bedryfsinrigting ontvang word;

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

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

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

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

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

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

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

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

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

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

"Tobacco Manufacturing Industry" 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 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;

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

"tobacco packer, qualified" means a tobacco packer who has had not less than two years' experience;

"tobacco packer, unqualified" means a tobacco packer who has had less than two years' experience;

"wage" means the consolidated wage, inclusive of cost of living allowance, payable in money in terms of clause 4 (2) to an employee in respect of his ordinary hours of work;

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

(2) 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. WAGES.

(1) *Cost of Living Allowance.*—As from the date on which this Agreement comes into operation, the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended, shall be consolidated with the basic wage, provided that—

(a) nothing in this Agreement shall operate to reduce the total wage represented by basic wage and all cost of living allowance paid to an employee prior to the coming into operation of this Agreement; and

(b) in the event of any increase in the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended, such increase shall be added to the consolidated wage.

(2) Subject to the provisions of sub-clauses (3) and (5) of this clause, the minimum weekly wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder; provided that in classifying an employee, he shall be deemed to be in the class in which he is wholly or mainly employed:—

	Per Week. R
Foreman.....	30.00
Assistant Foreman.....	22.50
Artisan.....	28.50
Forewoman.....	18.00
Assistant Forewoman.....	17.00
Supervisor.....	15.70
Canteen Supervisor.....	14.05
Examiner, qualified.....	12.45
Examiner, unqualified—	
During the first three months of experience.....	10.73
During the second three months of experience.....	11.55

"afdelingsman" 'n werknemer, uitgesonderd 'n ambagsman, wat in beheer staan van 'n groep masjiene en wat vir die doeltreffende werkverrigting van sodanige masjiene verantwoordelik is, en wat verstel- en/of herstelwerk daaraan mag doen wat nie groot van aard is nie;

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

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

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

"pakhuisman" 'n werknemer wat die pligte van 'n fabrieksklerk verrig, en wat die algemene beheer het oor voorrade of afgewerkte produkte en wat hoofsaaklik verantwoordelik is vir die ontvang, opberging, verpakking of uitpak van goedere in 'n pakhuis of opbergplek en/of die aflewering van goedere uit 'n pakhuis of opbergplek aan die verbruiksafdelings in 'n bedryfsinrigting, of vir versending;

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

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

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

"Tabaknywerheid" of "die Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings vir die vervaardiging of verpakking van sigarettabak en/of pyptabak, met inbegrip van alle werksaamhede wat met dié vervaardiging of verpakking in verband staan of daaruit voortvloei, wat die werknemers van sodanige werkgewers in of in verband met 'n bedryfsinrigting verrig;

"tabakverpakker" 'n werknemer wat kerftabak en/of navy cut en/of pruimtabak in pakkies, tabaksakkies, sakke of blikke wat hoogstens 16 onse netto gewig kan neem, inweeg en/of met die hand inpak;

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

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

"loon" die gekonsolideerde loon, met inbegrip van lewenskostoelae, wat ingevolge klousule 4 (2) aan 'n werknemer ten opsigte van sy gewone werkeure betaalbaar is;

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

(2) Woorde wat slegs die enkelvoud aandui, omvat die meer-
voud en omgekeerd; woorde wat slegs die manlike geslag aandui, omvat die vroulike geslag en/of omgekeerd tensy uit die samehang anders bleik.

Woorde wat slegs individue aandui, omvat maatskappye en firmas tensy die teenoorgestelde uitdruklik gemeld word.

4. LONE.

(1) *Lewenskostoelae.*—Die lewenskostoelae wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, word vanaf die datum waarop hierdie Ooreenkoms in werking tree, met die basiese loon gekonsolideer, met dien verstande dat—

(a) niks in hierdie Ooreenkoms 'n vermindering in die totale loon wat weergegee word deur die basiese loon en alle lewenskostoelae wat voor die inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, moet meebreng nie, en

(b) ingeval die lewenskostoelae wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, verhoog word, sodanige verhoging by die gekonsolideerde loon gevoeg moet word.

(2) Behoudens die bepalinge van subklousules (3) en (5) van hierdie klousule, is die minimum weekloon wat 'n werkgewer aan elke lid van sy werknemers in onderstaande klasse moet betaal, soos hieronder gemeld; met dien verstande dat 'n werknemer, wanneer hy geklassifiseer word, geag word in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	Per week. R
Voorman.....	30.00
Assistent-voorman.....	22.50
Ambagsman.....	28.50
Voorvrou.....	18.00
Assistent-voorvrou.....	17.00
Toesighouer.....	15.70
Eethuistoetsighouer.....	14.05
Ondersoeker, gekwalifiseer.....	12.45
Ondersoeker, ongekwalifiseer—	
Gedurende die eerste drie maande ondervinding.....	10.73
Gedurende die tweede drie maande ondervinding.....	11.55

	Per Week. R
Chargehand.....	11.18
Handyman.....	11.38
Overseer.....	13.15
Watchman.....	6.03
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, qualified.....	18.85
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, unqualified—	
During the first year of experience.....	8.75
During the second year of experience.....	10.78
During the third year of experience.....	12.80
During the fourth year of experience.....	14.45
During the fifth year of experience.....	16.15
Factory clerical employee, female, qualified.....	13.15
Factory clerical employee, female, unqualified—	
During the first year of experience.....	5.83
During the second year of experience.....	7.58
During the third year of experience.....	9.20
During the fourth year of experience.....	10.88
Motor Vehicle Driver of motor vehicles the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb.....	6.58
(ii) exceeds 1,000 lb. but does not exceed 6,000 lb.....	8.75
(iii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	12.00
(iv) exceeds 10,000 lb.....	17.65
Sectionman, qualified.....	17.65
Sectionman, unqualified—	
During the first year of experience.....	10.33
During the second year of experience.....	12.00
During the third year of experience.....	14.80
Grade I employee, qualified.....	12.20
Grade I employee, unqualified—	
During the first six months of experience.....	5.38
During the next six months of experience.....	7.03
During the next six months of experience.....	8.55
During the next six months of experience.....	10.23
Tobacco Packers, qualified.....	12.55
Tobacco Packers, unqualified—	
During the first six months of experience.....	5.38
During the next six months of experience.....	7.03
During the next six months of experience.....	8.08
During the next six months of experience.....	9.45
Grade II employee, qualified.....	10.13
Grade II employee, unqualified—	
During the first six months of experience.....	5.38
During the next six months of experience.....	6.63
During the next six months of experience.....	7.83
During the next six months of experience.....	8.55
Grade II A employee, qualified.....	10.88
Grade II A employee, unqualified—	
During the first three months of experience.....	5.38
During the next three months of experience.....	6.33
During the next three months of experience.....	7.03
During the next three months of experience.....	7.83
During the next twelve months of experience.....	8.95
Grade III employee, qualified.....	8.18
Grade III employee, unqualified—	
During the first three months of experience.....	5.38
During the next three months of experience.....	6.03
During the next three months of experience.....	6.98
During the next three months of experience.....	7.43
Grade IV employee, qualified.....	5.25
Grade IV employee, unqualified—	
During the first three months of experience.....	4.50
During the next three months of experience.....	4.80
Labourer.....	4.50

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

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

(4) *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.

	Per week. R
Onderbaas.....	11.18
Faktotum.....	11.38
Opsiener.....	13.15
Wag.....	6.03
Fabrieksklerk, man, versendingsklerk, ontvangsklerk en pakhuysman, gekwalifiseer.....	18.85
Fabrieksklerk, man, versendingsklerk, ontvangsklerk en pakhuysman, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	8.75
Gedurende tweede jaar ondervinding.....	10.78
Gedurende derde jaar ondervinding.....	12.80
Gedurende vierde jaar ondervinding.....	14.45
Gedurende vyfde jaar ondervinding.....	16.15
Fabrieksklerk, vrou, gekwalifiseer.....	13.15
Fabrieksklerk, vrou, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	5.83
Gedurende tweede jaar ondervinding.....	7.58
Gedurende derde jaar ondervinding.....	9.20
Gedurende vierde jaar ondervinding.....	10.88
Bestuurder van motorvoertuie waarvan die eie gewig saam met die eie gewig van enige sleepwa of sleepwaens wat deur sulke voertuie getrek word—	
(i) hoogstens 1,000 lb. is.....	6.58
(ii) meer as 1,000 lb. maar hoogstens 6,000 lb. is.....	8.75
(iii) meer as 6,000 lb. is maar hoogstens 10,000 lb. is.....	12.00
(iv) meer as 10,000 lb. is.....	17.65
Afdelingsman, gekwalifiseer.....	17.65
Afdelingsman, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	10.33
Gedurende tweede jaar ondervinding.....	12.00
Gedurende derde jaar ondervinding.....	14.80
Graad I-werknemer, gekwalifiseer.....	12.20
Graad I-werknemer, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	5.38
Gedurende volgende ses maande ondervinding.....	7.03
Gedurende volgende ses maande ondervinding.....	8.55
Gedurende volgende ses maande ondervinding.....	10.23
Tabakverpakkers, gekwalifiseer.....	12.55
Tabakverpakkers, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	5.38
Gedurende volgende ses maande ondervinding.....	7.03
Gedurende volgende ses maande ondervinding.....	8.08
Gedurende volgende ses maande ondervinding.....	9.45
Graad II-werknemer, gekwalifiseer.....	10.13
Graad II-werknemer, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	5.38
Gedurende volgende ses maande ondervinding.....	6.63
Gedurende volgende ses maande ondervinding.....	7.83
Gedurende volgende ses maande ondervinding.....	8.55
Graad II A-werknemer, gekwalifiseer.....	10.88
Graad II A-werknemer, ongekwalifiseer—	
Gedurende eerste drie maande ondervinding.....	5.38
Gedurende volgende drie maande ondervinding.....	6.33
Gedurende volgende drie maande ondervinding.....	7.03
Gedurende volgende drie maande ondervinding.....	7.83
Gedurende volgende twaalf maande ondervinding.....	8.95
Graad III-werknemer, gekwalifiseer.....	8.18
Graad III-werknemer, ongekwalifiseer—	
Gedurende eerste drie maande ondervinding.....	5.38
Gedurende volgende drie maande ondervinding.....	6.03
Gedurende volgende drie maande ondervinding.....	6.98
Gedurende volgende drie maande ondervinding.....	7.43
Graad IV-werknemer, gekwalifiseer.....	5.25
Graad IV-werknemer, ongekwalifiseer—	
Gedurende eerste drie maande ondervinding.....	4.50
Gedurende volgende drie maande ondervinding.....	4.80
Arbeider.....	4.50

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

- Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van elke kalenderjaar vir 'n verhoging kwalifiseer, moet sodanige verhoging op die 15de Februarie wat in die tydperk val, toegestaan word, en dié verhoging is op die hele betaalweek waarin die 15de Februarie val, van toepassing.
- 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, aan die werknemers toeval op die 15de Mei, 15de Augustus en 15de November wat in die onderskeie tydperke val.

(4) *Los werknemers.*—Vir elke dag of deel van 'n dag diens moet daar een vyfde betaal word van die hoogste weekloon wat vir 'n werknemer in dieselfde afdeling van die Tabaknywerheid, wat dieselfde klas werk verrig as wat van die los werknemer vereis word, voorgeskryf word.

(5) *Differential Wage*.—An employer who requires or permits an employee to perform for longer than one hour in the aggregate on any day any work of another class for which a higher wage or a rising scale of wages with a higher qualified wage is prescribed in sub-clause (2) of this clause, shall pay to such employee, if such higher wage be in respect of a class of employee—

- (i) for which a rising scale of wages is prescribed, an addition of 20 per cent of the wage of the lower class;
- (ii) for which no rising scale of wages is prescribed, the wage 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 sub-clause (2) of this clause based on experience, the provisions of this sub-clause shall not apply.

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

(6) *Basis of Contract*.—For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (5) of this clause and in sub-clause (7) of clause 5, an employee shall be paid in respect of any week not less than the full weekly wage prescribed in sub-clause (2) of this clause for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause (6) (1) or less.

(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 as follows—
 - (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;
 - (iii) in the case of all other employees, by dividing the weekly wage by 44.

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

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

5. PAYMENT OF WAGES.

(1) *An Employee Other than a Casual Employee*.—Save as provided in clause 7 (2) any amount due to an employee shall be paid in cash weekly, or monthly if the employer and employee have agreed thereto in writing, during the hours of work on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day and shall be contained in a sealed envelope showing on the outside the employer's and employee's name, the employee's factory number, occupation, classification and rate of wages, the number of ordinary and overtime hours worked, the wages paid in respect of each, the amount of bonus, adjustments, or any other payment made, the total wages paid, and the closing date of the period in respect of which payment is made and the amount deducted for trade union fees, council fees, income tax, contributions prescribed under the Unemployment Insurance Act, No. 53 of 1946, as amended from time to time, and contributions to pensions, provident and benevolent funds; provided that where an Agreement has been entered into for a period of notice of longer than one week, wages may be paid at the end of each such longer period.

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

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

(5) *Differensiële loon*.—'n Werkgewer wat van 'n werknemer vereis of hom toelaat om vir langer as altesaam een uur op 'n dag werk van 'n ander klas te verrig waarvoor 'n hoër loon of lone teen 'n stygende skaal met 'n hoër loon vir gekwalifiseerdes in subklousule (2) van hierdie klousule voorgeskryf word, moet sodanige werknemer, indien sodanige hoër loon ten opsigte van 'n klas werknemer is—

- (i) waarvoor 'n stygende loonskaal voorgeskryf word, 'n bykomende 20 persent van die loon van die laer klas;
- (ii) waarvoor geen stygende loonskaal voorgeskryf word nie, die loon wat bereken is teen sodanige hoër loonskaal;

ten opsigte van die hele dag waarop hy sodanige werk verrig, betaal: Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie indien die enigste verskil tussen klasse ingevolge subklousule (2) van hierdie klousule op ondervinding gegrond is.

Die bepalings van hierdie subklousule is ook nie van toepassing op 'n assistent-voorman, 'n voorvrou of 'n assistent-voorvrou wanneer hulle vir 'n voorman of 'n voorvrou waarneem nie, tensy hy/sy aldus vir 'n ononderbroke tydperk van minstens drie weke op 'n bepaalde tyd waarneem, en dan is dit van toepassing op die tydperk wat langer as dié drie weke is.

(6) *Kontrakbasis*.—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalings van subklousule (5) van hierdie klousule en subklousule (7) van klousule 5, moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (2) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, en wel ongeag die vraag of hy in dié week die maksimum getal gewone werkure wat in klousule (6) (1) voorgeskryf word, of minder, gewerk het.

(7) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet lone soos volg bereken word—

- (a) *Berekening van maandloon*.—Om die maandloon van 'n werknemer vir wie 'n weekloon voorgeskryf word, 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;
 - (iii) in die geval van alle ander werknemers, deur die weekloon deur 44 te deel.

(8) *Bevordering*.—Indien daar 'n vakature ontstaan in 'n bedryfsinrigting in 'n graad of klas werk waarvoor 'n hoër loon of, in die geval van 'n stygende loonskaal, 'n hoër loon vir gekwalifiseerdes voorgeskryf word as dié wat aan ander werknemers in dié bedryfsinrigting betaalbaar is, moet die werkgewer dié vakature vul deur een van sy werknemers van 'n laer graad; met dien verstande dat wanneer daar spesiale redes daarvoor is, die werkgewer die vakature mag vul deur 'n nuwe werknemer in diens te neem, en voorts met dien verstande dat wanneer daar 'n ervare werknemer van dié graad of klas nodig is en so 'n werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie; met dien verstande dat die werkgewer 'n werknemer vanaf enige ander fabriek wat onder die beheer van die werkgewer is, mag oorplaas.

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

5. BETALING VAN LONE.

(1) *'n Werknemer, uitgesonderd 'n los werknemer*.—Behoudens, die bepalings van klousule 7 (2), moet iedere bedrag verskuldig aan 'n werknemer, weekliks in kontant, of maandeliks indien die werkgewer en werknemer skriftelik daartoe ooreengekom het, betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag geskied, en moet dit in 'n verseëlde kovert wees wat op die buitekant die volgende aangee: Die werkgewer en die werknemer se naam, die werknemer se fabrieksnummer, beroep, klassifikasie en loonskaal, die getal gewone en oortydure gewerk, die loon wat ten opsigte van elkeen betaal word, die bedrag aan bonusse, aanpassings, of enige ander betaling wat gedoen word, die totale loon wat betaal word, en die sluitingsdatum van die tydperk ten opsigte waarvan die betaling gedoen word en die bedrag wat afgetrek word vir vakverenigingsgelde, raadsgelede, inkomstebelasting, bydraes wat by die Werkloosheidsversekering-wet, No. 53 van 1946, soos van tyd tot tyd gewysig, voorgeskryf word, en bydraes tot pensioen-, voorsorgs- en liefdadigheidsfondse; met dien verstande dat waar 'n Ooreenkoms aangegaan is vir 'n tydperk van diensopsegging van langer as 'n week, lone aan die einde van elke sodanige langer tydperk betaal mag word.

(2) *Gewone betaaldag*.—Indien werknemers weekliks betaal word, word daar met gewone betaaldag Vrydag bedoel en lone wat op dié dag betaal word, is vir die werk wat tot en met die vorige Dinsdag gedoen is.

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

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

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

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

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

- (a) (i) A deduction for council funds, sick benefit fund, pension and provident funds; and
(ii) with the consent of the employee, fees due to the Rustenburg Tabakwerkersvereniging;
- (b) save as provided in clause 8 when his employee absents himself from work, or is absent owing to accident or ill health, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by law or any order of any competent Court is required or permitted to make;
- (d) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time a deduction of one forty-fourth of the weekly wage prescribed in clause 4 (2) in respect of each hour of such reduction; provided that such deduction shall not exceed six forty-fourths of the weekly wage of such employee irrespective of the number of hours by which the ordinary hours of work are reduced and provided that no deduction shall be made—
 - (i) in the case of short-time arising out of temporary slackness of trade or shortage of materials or stock-taking, unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;
 - (ii) in the case of short-time arising out of a general breakdown of plant or machinery due to accident, wet weather, or other unforeseen emergency in respect of the first hour not worked.
- (e) a deduction of an amount equal to his daily wage in respect of Boxing Day, on which an employee, at his own request, is permitted not to work;
- (f) whenever protective clothing owned by the employer is not returned or is lost by an employee, a deduction not exceeding R2 (two rand) in respect of each set of protective clothing, in accordance with sub-clause (4) of clause 14;
- (g) any other deductions authorised in writing by the employee.

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

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

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

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

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

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

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

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

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

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

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

(4) *Premies*.—Geen bedrag mag rekstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

(5) *Koop van goedere*.—'n Werkgewer mag nie vereis dat 'n werknemer goedere koop van hom of van enige winkel of persoon deur hom aangewys nie.

(6) *Etes en inwoning*.—Behoudens die bepalings van enige wet, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enige persoon of plek deur hom aangewys, eet en/of inwoon nie.

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

- (a) (i) 'n Bedrag vir raadsfondse, 'n siektebystandfonds, pensioen- en voorsorgsfondse; en
(ii) met die toestemming van die werknemer, gelde wat aan die Rustenburg Tabakwerkersvereniging verskuldig is;
- (b) behoudens die bepalings van klousule 8, wanneer sy werknemer van sy werk afwesig is, of weens 'n ongeluk of swak gesondheid afwesig is, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid;
- (c) iedere bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer die gewone werkure in klousule 6 (1) voorgeskryf, weens korttyd verminder word, 'n bedrag van een vier-en-veertigste van die weekloon in klousule 4 (2) voorgeskryf, ten opsigte van elke uur van dié vermindering; met dien verstande dat dié vermindering hoogstens ses vier-en-veertigste van die weekloon van sodanige werknemer mag wees, afgesien van die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen bedrag afgetrek mag word nie—
 - (i) ten opsigte van korttyd wat deur 'n tydelike slapte in die bedryf, of tekort aan materiaal of voorraadopname ontstaan, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - (ii) in die geval van korttyd wat uit 'n algemene onklaar-raking van installasie of masjinerie weens 'n ongeluk, nat weer, of onvoorsiene noodgeval, ontstaan, ten opsigte van die eerste uur waarin daar nie gewerk word nie;
- (e) 'n bedrag gelyk aan sy dagloon ten opsigte van Tweede Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie;
- (f) wanneer 'n werknemer beskermende klere wat aan die werkgewer behoort, nie teruggee nie, of dit verloor, 'n bedrag van hoogstens R2 (twee rand) ten opsigte van elke uitrusting beskermende klere, ooreenkomstig subklousule (4) van klousule 14;
- (g) alle ander bedrae waartoe die werknemer skriftelik magtiging verleen.

6. WERKURE, GEWONE EN OORTYDURE, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure*.—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer wees nie as—

- (a) in die geval van 'n ander werknemer as 'n wag—
 - (i) vier-en-veertig in 'n week van Woensdag tot en met Dinsdag;
 - (ii) nege op 'n dag;
 - (iii) daar mag slegs vyf dae in 'n week gewerk word; 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) agt-en-veertig in 'n week van Woensdag tot en met Dinsdag;
 - (ii) agt per skof;
 - (iii) daar mag ses skofte in 'n week gewerk word.

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

(3) 'n Los werknemer mag hoogstens nege gewone werkure op 'n dag werk.

(4) *Etenspouse*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as vyf uur aaneen op 'n dag sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar geen werk verrig word nie, en sodanige pouse word geag nie deel van die gewone werkure of oortydure uit te maak nie; met dien verstande dat—

- (a) as sodanige pouse langer as een uur duur, enige tydperk van langer as een uur geag word gewone werkure te wees;
- (b) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(5) *Ruspouse*.—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag wat in of om sy bedryfsinrigting werksaam is, 'n ruspouse van minstens tien minute toestaan so na as moontlik—

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

waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure uit te maak.

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

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

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

- (i) he is not free to leave the premises of his employer for the whole of such interval; or
- (ii) the duration of such interval is not shown in the records required to be kept in terms of section nine of the Factories, Machinery and Building Work Act, 1941; and

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

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

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

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

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

(a) in the case of a male employee—

- (i) save as provided in sub-clause (c) for more than 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) for more than 10 hours in any week;
- (iv) on more than 60 days in any year;
- (v) after completion of her working hours for more than 1 hour in any day unless he has—

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

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

(11) *Payment of Overtime.*—An employer shall pay to an employee employed by him at a rate not less than one and one-half 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 this employment by reason of his refusal to work overtime.

Savings.—The provisions of sub-clauses (4), (6) and (10) of this clause 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 on the provisions of sub-clauses (4), (5), (7) and (10) of this clause shall not apply to a watchman.

(14) *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 three months during any 6 consecutive months.

7. ANNUAL LEAVE.

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

(a) In the case of an employee who has been in his employ since the 15th January of the calendar year to which the leave relates, fifteen consecutive working days on full pay;

(b) in the case of an employee who becomes such after the 15th January of the calendar year to which such leave relates, eleven working hours on full pay in respect of each completed month of employment, such working hours of leave to be consecutive. An employer may require such

(7) Benewens enige tydperk waarin 'n werknemer werklik werk, word hy ook geag te werk—

(a) gedurende die hele tydperk van 'n pouse in sy werk indien—

- (i) hy nie vry is om sy werkgewer se perseel vir die hele duur van sodanige pouse te verlaat nie; of
- (ii) die duur van sodanige pouse nie aangegee word in die aantekeninge wat ingevolge artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gehou moet word nie; en

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgewer is;

met dien verstande dat indien bewys word dat enige sodanige werkgewer nie gewerk het nie en vry was om die perseel gedurende enige gedeelte van enige tydperk wat in paragraaf (b) gemeld word, te verlaat, die veronderstelling waarvoor daar in hierdie subklousule voorsiening gemaak word, nie ten opsigte van sodanige werkgewer met betrekking tot daardie gedeelte van sodanige tydperk van toepassing is nie.

(8) *Beperking van werkkure op openbare vakansiedae en Sondae.*—By die toepassing van subklousule (1) van hierdie klousule mag die werkkure, wanneer daar van 'n werknemer vereis word om op 'n openbare vakansiedag wat in klousule 9 (1) gemeld word, of op 'n Sondag, te werk, op sodanige dag hoogstens die gewone werkkure wees wat gewoonlik op sodanige dag gewerk word, (by die toepassing hiervan is Maandag die ekwivalente werkdag vir Sondag) en indien 'n openbare vakansiedag op 'n Saterdag val, hoogstens vyf uur.

(9) *Oortyd.*—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 die week, word geag oortyd te wees.

(10) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd soos volg te werk nie—

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

- (i) behoudens die bepalings van subklousule (c), langer as 2 uur op 'n dag;
- (ii) langer as 10 uur in 'n week;

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

- (i) langer as 2 uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) langer as 10 uur in 'n week;
- (iv) op meer as 60 dae in 'n jaar;
- (v) langer as 1 uur op 'n dag na voltooiing van haar werkkure tensy hy—

(1) voor 12-uur middag sodanige werknemer daarvan in kennis gestel het; of

(2) sodanige werknemer 'n toereikende ete verskaf het voordat sy met die oortydwerk moet begin; of

(3) sodanige werknemer betyds 'n toelae van vyftien sent betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk begin;

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

(11) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat by hom in diens is, teen 'n tarief van minstens een en 'n half maal sy gewone loon betaal ten opsigte van alle oortyd wat sodanige werknemer gewerk het, en dié oortyd is die totaal van alle tydperke oortyd wat gedurende 'n week gewerk is, en daar 'n deel van 'n uur oorbly; word dit as 'n uur geag.

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

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

Voorbehoudsbepalings.—Die bepalings van subklousules (4), (6) en (10) van hierdie klousule is nie van toepassing op 'n manlike werknemer wat werk doen wat deur 'n onklaarraking van installasie of masjinerie of 'n ander onvoorsiene noodgeval noodsaaklik gemaak word nie, of wat in verband staan met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkkure 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.

(14) *Tabakomdraai gedurende die fermentasieproses.*—'n Werknemer wat hierdie werksaamheid verrig, word nie toegelaat om dié werk vir 'n tydperk van langer as drie maande gedurende enige ses agtereenvolgende maande te doen nie.

7. JAARLIKSE VERLOF.

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

(a) In die geval van 'n werknemer wat sedert die 15de Januarie van die kalenderjaar waarop die verlof betrekking het, in sy diens was, vyftien agtereenvolgende werkdag met volle betaling;

(b) in die geval van 'n werknemer wat in sy diens tree na die 15de Januarie van die kalenderjaar waarop dié verlof betrekking het, elf werkkure met volle betaling ten opsigte van elke voltooide maand diens, en dié verlofwerkkure moet agtereenvolgend wees. 'n Werkgewer mag van

employee to take additional leave without pay up to a total period not exceeding fifteen consecutive working days during the period of leave stated in sub-clause (a) hereof;

(c) notwithstanding the provisions of sub-clauses (a) and (b) and in substitution therefor an employer shall have the right to grant the number of days leave on full pay in terms of the said sub-clauses to not more than five per cent of his employees at such other time during December and/or the January immediately following as may be necessary for the efficient conduct of his business;

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

(e) whenever any public holidays, as defined in clause 9 (1) be observed on an ordinary working day and fall within the period of such leave, such holidays shall be added to the said period as a further period of leave of absence on full pay.

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

(3) An employee whose contract of employment terminates before the period of leave referred to in sub-clause (1) of this clause, has accrued, shall, upon such termination, be paid in respect of each completed month of such period of less than one calendar year not less than eleven hours' pay calculated at the rate per hour 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 clause, based on the average wages he earned for ordinary time worked for the nearest twelve weeks on full time prior to his holiday leave.

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) absent on military training;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

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

8. SICK LEAVE.

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

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

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

- (a) on leave in terms of clause 7;
- (b) on the instructions or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) on military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b), and (c), plus the 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 clause, 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.

sodanige werknemer vereis om bykomende verlof sonder betaling te neem tot 'n totale tydperk van hoogstens vyftien agtereenvolgende werkdag gedurende die verloftydperk wat in subklousule (a) hiervan gemeld word;

(c) ondanks die bepalings van subklousules (a) en (b) en ter vervanging daarvan het 'n werkgewer die reg om die getal dae verlof met volle betaling ingevolge genoemde subklousules aan hoogstens vyf persent van sy werknemers toe te staan op enige latere tydperk in die onmiddellik daaropvolgende Desember en/of Januarie soos nodig mag wees vir die doeltreffende bestuur van sy besigheid;

(d) daar mag van 'n werknemer wat maandeliks besoldig word, vereis word om sy jaarlikse verlof met volle betaling, wat so lank moet duur as wat in subklousule (a) of (b) voorgeskryf word, op enige ander tydperk te neem, maar dit moet binne twee maande na voltooiing van elke jaar diens waarop die verlof betrekking het, begin;

(e) wanneer openbare vakansiedae, soos omskryf in klousule 9 (1), op 'n gewone werkdag in ag geneem moet word en in die tydperk van sodanige verlof val, moet sodanige vakansiedae by genoemde tydperk as 'n verdere tydperk van verlof met volle betaling toegestaan word.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof waarvan in subklousule (1) van hierdie klousule melding gemaak word, moet op die laaste werkdag voor die datum waarop sodanige verlof begin, betaal word.

(3) 'n Werknemer wie se dienskontrak beëindig word voordat die verloftydperk wat in subklousule (1) van hierdie klousule gemeld word, opgeloop het, moet by sodanige beëindiging ten opsigte van elke voltooide maand van dié tydperk wat minder is as een kalenderjaar, vir minstens elf uur betaal word bereken teen die tarief per uur wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging.

(4) Vir die toepassing van hierdie klousule word die loon van 'n werknemer wat stukwerk verrig, gegrond op die gemiddelde lone wat hy vir gewone tyd gewerk, verdien het gedurende die naaste twaalf weke wat hy voltyds gewerk het wat sy vakansieverlof voorafgaan.

(5) 'n Werknemer wat geregtig geword het op 'n verloftydperk ingevolge subklousule (1) van hierdie klousule, en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat in subklousules (1) of (4) gemeld word, naamlik dié wat van toepassing is.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke te omvat waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge subklousule (1);
- (b) vir militêre opleiding;
- (c) van werk op las of versoek van sy werkgewer;
- (d) met siekteverlof ingevolge klousule 8;

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

8. SIEKTEVERLOF.

(1) 'n Werknemer moet aan sy werknemer wat gedurende die kalenderjaar van sy werk afwesig is—

- (a) weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, altesaam agt-en-tagtig werkdag siekte verlof in 'n bepaalde kalenderjaar diens by hom toestaan, en moet hom voor of op die tweede betaaldag nadat hy terug is by die werk, minstens een-vier-en-veertigste van die weekloon betaal wat hy ontvang het onmiddellik voordat sodanige verlof begin het, ten opsigte van elke uur daarvan; met dien verstande dat die werkgewer mag vereis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, voorgeleë word ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word;
- (b) weens 'n ongeluk waarvoor daar kragtens die Ongevallewet, 1941, vergoeding betaalbaar is, 'n bedrag toestaan wat gelyk is aan die verskil tussen die vergoeding ontvang vir verbeurde lone en die werklike bedrag van sy loon wat hy verbeur het; met dien verstande dat dié bedrag nie meer mag wees as die bedrag aan siektebetaling wat ingevolge subklousule (a) van hierdie klousule aan sodanige werknemer verskuldig is nie, en dat dit van sodanige siektebetaling afgetrek mag word.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke te omvat waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge klousule 7;
- (b) op las of versoek van sy werkgewer;
- (c) met siekteverlof ingevolge subklousule (1);
- (d) vir militêre opleiding;

vir altesaam hoogstens tien weke in enige jaar ten opsigte van items (a), (b) en (c), plus die tydperk van militêre opleiding wat in daardie jaar ondergaan is, en alle tydperke "diens" wat 'n nemer by dieselfde werkgewer gehad het onmiddellik voor die inwerkingtreedingsdatum van hierdie Ooreenkoms, word vir die toepassing van hierdie klousule geag "diens" ingevolge hierdie Ooreenkoms te wees, en enige siekteverlof wat gedurende sodanige tydperk met volle betaling aan sodanige werknemer toegestaan is, word geag ingevolge hierdie Ooreenkoms toegestaan te gewees het.

(3) For the purpose of this clause the expression "one calendar year of employment" shall mean a period of 12 months from the 1st January to 31st December of any year, provided that an employee engaged after the 1st January of any year shall be entitled to sick leave of 7 working hours for each completed month of employment from the date of his engagement to the following 31st December.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

- (a) in respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday, i.e. nine hours; provided that an employer may pay an employee who works on a Sunday, one and a half times the weekly wage prescribed in clause 4 (2) for an employee of his class divided by 44 for each hour or part of an hour so worked, and grant him within seven days of such Sunday, one day's leave and pay him in respect thereof not less than the weekly wage prescribed in clause 4 (2) for an employee of his class divided by five;
- (b) in respect of a public holiday, pay the employee his ordinary wage in respect of the time worked, any part of an hour worked counting as a completed hour, in addition to the pay due under sub-clause (1) hereof.

10. PROPORTION OR RATIO.

An employer shall not employ—

- (a) an unqualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee unless he has in his employ a qualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee and for each such qualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee, not more than one unqualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee may be employed by him;
- (b) an unqualified grade II employee and/or tobacco packer unless he has in his employ a qualified grade II employee and/or tobacco packer, and for each qualified grade II employee and/or tobacco packer employed by him not more than one unqualified grade II employee and/or tobacco packer may be employed by him. For the purpose of this sub-clause, grade II employees and tobacco packers shall be treated as one group of employees;

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

11. PIECE-WORK.

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

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

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

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

12. EXEMPTIONS.

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

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "een kalenderjaar diens" 'n tydperk van 12 maande vanaf 1 Januarie tot 31 Desember van enige jaar, met dien verstande dat 'n werknemer wat na die 1ste Januarie van 'n jaar in diens geneem is, op 7 werkdagse siekteverlof geregtig is vir elke voltooië maand diens vanaf die datum waarop hy in diens geneem is tot die volgende 31ste Desember.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgewer moet aan 'n werknemer verlof met volle betaling toestaan op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Van Riebeeckdag, Hemelvaartdag, Republiekdag, Gesinsdag, Setlaarsdag, Krugerdag, Geloftedag en Kersdag.

(2) *Betaling vir werk op Sondae en openbare vakansiedae.*—Behoudens die bepalinge van klousule 6 (8) moet 'n werkgewer sy werknemer, uitgesonderd 'n wag, wanneer hy op 'n Sondag of openbare vakansiedag werk, soos volg betaal—

- (a) ten opsigte van 'n Sondag, minstens dubbel die loon wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, aan hom betaalbaar is, d.w.s. nege uur; met dien verstande dat 'n werkgewer 'n werknemer wat op 'n Sondag werk, een en 'n half maal die weekloon mag betaal wat in klousule 4 (2) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur 44, vir elke uur of deel van 'n uur aldus gewerk, en hom binne sewe dae vanaf sodanige Sondag, een dag verlof toestaan, en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 (2) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur vyf;
- (b) ten opsigte van 'n openbare vakansiedag, benewens die betaling wat ingevolge subklousule (1) hiervan aan hom verskuldig is, sy gewone loon ten opsigte van die tyd gewerk, en 'n deel van 'n uur gewerk, word as 'n volle uur getel.

10. GETALSVERRHOUDING.

'n Werkgewer mag nie—

- (a) 'n ongekwalfiseerde fabrieksklerk of versendingsklerk of ontvangklerk of pakhuisman en graad I-werknemer in diens neem nie, tensy hy 'n gekwalfiseerde fabrieksklerk of versendingsklerk of ontvangklerk of pakhuisman en graad I-werknemer in sy diens het, en vir elke sodanige gekwalfiseerde fabrieksklerk of versendingsklerk of ontvangklerk of pakhuisman en graad I-werknemer mag hy hoogstens een ongekwalfiseerde fabrieksklerk of versendingsklerk of ontvangklerk of pakhuisman en graad I-werknemer in diens neem;
- (b) 'n ongekwalfiseerde graad II-werknemer en/of tabakverpakker in diens neem nie, tensy hy 'n gekwalfiseerde graad II-werknemer en/of tabakverpakker in sy diens het, en vir elke gekwalfiseerde graad II-werknemer en/of tabakverpakker wat by hom werksaam is, mag hy hoogstens een ongekwalfiseerde graad II-werknemer en/of tabakverpakker in diens neem. Vir die toepassing van hierdie subklousule, word graad II-werknemers en tabakverpakkers as een groep werknemers behandel;

met dien verstande dat 'n ongekwalfiseerde werknemer in enigeen van die gemelde klasse wat minstens die loon ontvang wat vir gekwalfiseerde werknemers van sy klas voorgeskryf word, vir die toepassing van hierdie klousule as 'n gekwalfiseerde werknemer geag mag word.

11. STUKWERK.

(1) 'n Werknemer wat stukwerk vir 'n tydperk verrig, moet, behoudens subklousules (2), (3) en (4) van hierdie klousule, die volle bedrag betaal word wat hy ingevolge die stukwerkstelsel verdien het, met dien verstande dat, afgesien van die hoeveelheid stukwerk wat verrig word, sodanige werknemer ten opsigte van sodanige tydperk minstens die loon betaal word wat aan hom betaalbaar sou gewees het indien hy gedurende sodanige tydperk as 'n tydwerker werksaam was.

(2) 'n Werkgewer mag nie stukwerk in sy bedryfsinrigting invoer nie, tensy hy aan sy werknemers en aan die Raad minstens twee weke vooraf kennis gee het van sy voorneme om dit te doen.

(3) 'n Werkgewer wie se werknemers stukwerk verrig, mag nie toegelaat word om met die stukwerkstelsel op te hou nie, tensy hy aan sy werknemers en aan die Raad minstens twee weke vooraf kennis gee het van sy voorneme om dit te doen.

(4) 'n Werkgewer moet 'n lys van die stukwerkstelsel vermeld in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting aangeplak hou, en hy mag sodanige stelsel nie verander nie tensy hy aan sy werknemers en die Raad kennis gee het van die voorgename verandering.

12. VRYSTELLINGS.

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

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

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

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

13. LOG BOOK.

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

DAILY LOG.

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

Signature of Driver. _____

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

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

14. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

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

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

(4) All protective clothing issued in terms of sub-clause (2) of this clause shall remain the property of the employer and shall be returned by the employee at the termination of his service. The employer shall collect from the employee the sum of R2 (Two rand) in respect of each set of protective clothing in the event of the employee losing or not returning his protective clothing, which amount shall be recoverable by way of set-off out of moneys due to such employee.

15. BEVERAGES.

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

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

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

17. COUNCIL FUNDS.

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

- On the first pay day after this Agreement comes into operation, and on each pay day thereafter, each employee shall contribute an amount of 2c per week;
- the employer shall contribute 2c per week in respect of each of his employees;

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is, vasstel, met dien verstande dat die Raad, indien hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke werkgewer en/of werknemer enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is, 'n vrystellingsertifikaat uitreik wat hy onderteken het en wat die volgende meld:—

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

13. LOGBOEK.

(1) Elke werkgewer moet vir gebruik deur elke motorvoertuigbestuurder 'n logboek met duplikaatfolio's verskaf wat vir sover doenlik die volgende vorm het:—

DAAGLIKSE LOG.

Naam van werkgewer _____
 Naam van bestuurder _____
 Tyd waarop werk begin het _____ vm./nm.
 Tyd waarop werk opgehou het _____ vm./nm.
 Getal gewone ure gewerk _____
 Getal oortydure gewerk _____
 Etenstye van _____ vm./nm. tot _____ vm./nm.
 Teëspoed, ongelukke en/of ander vertraginge _____

Handtekening van Bestuurder. _____

(2) Elke bestuurder moet, wanneer die logboek wat in subklousule (1) gemeld word aan hom verskaf word, die log ten opsigte van elke dag se werk in tweevoud invul, en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien.

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

14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet aan sy werknemer gratis geskikte beskermende klere wat ingevolge die Wet op Fabriekse vereis word, verskaf, en moet sodanige klere so dikwels hernuwe as wat nodig mag wees om te verseker dat dit te alle tye voldoende en toereikend is.

(2) 'n Werkgewer moet aan elke werknemer gratis 'n uitrusting geskikte beskermende klere in 'n goeie kondisie verskaf binne ses weke na sy diens begin het of die inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum, en moet sodanige beskermende klere wanneer nodig hernuwe, maar hoef dit nie meer as een maal elke twaalf maande te doen nie.

(3) Daar word van 'n werknemer aan wie beskermende klere ingevolge hiervan uitgereik is, vereis om sodanige klere gedurende alle werke te dra, en hy is verantwoordelik daarvoor dat sodanige beskermende klere in 'n goeie kondisie gehou en gewas word; met dien verstande dat 'n werkgewer sy beskermende klere mag was en die reg van 'n werknemer om beskermende klere van die bedryfsinrigting af weg te neem, mag intrek.

(4) Alle beskermende klere wat ingevolge subklousule (2) van hierdie klousule uitgereik is, bly die eiendom van die werkgewer en die werknemer moet dit by die beëindiging van sy diens teruggee. Die werkgewer moet die bedrag van R2 (twee rand) ten opsigte van elke uitrusting beskermende klere van die werknemer invorder ingeval die werknemer sy beskermende klere verloor of nie teruggee nie, en die bedrag mag ingewin word deur dit van gelde wat aan sodanige werknemer verskuldig is, af te trek.

15. DRANKE.

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

16. VERBOD OP DIE INDIENSNEMING VAN ENIGEMAND WAT JONGER IS AS VYFTIEN JAAR.

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

17. FONDSE VAN DIE RAAD.

Die fondse van die Raad wat by die Raad berus en deur wie dit geadministreer word, word soos volg verkry:—

- Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet elke werknemer 'n bedrag van 2c per week bydra;
- die werkgewer moet ten opsigte van elkeen van sy werknemers 2c per week bydra;

- (c) in the case of monthly paid employees contributions referred to in sub-clauses (a) and (b) of this clause shall be 9c per month;
- (d) the employer shall conduct contributions in respect of his weekly and monthly paid employees and shall forward them to the Secretary of the Council within two weeks after the end of the month during which the deductions fell due, together with his own contribution.

18. ORGANIZATION OF EMPLOYEES.

Every employer shall permit any person or persons authorised by the trade union, provided that such person or persons shall be members of the union and shall not exceed five in number, to enter from time to time a section of his establishment prescribed by the employer, during the lunch hour, for the purpose of carrying on trade union activities, provided that not less than 24 hours' notice be given to the employer of the intention to visit the prescribed section of the establishment and provided that any representative of the employer may be present at such activities.

19. AGENTS.

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

20. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS.

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

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

(3) (a) An employer, within seven days of engaging any applicant for work, shall require such applicant to produce a certificate of service issued in accordance with the provisions of sub-clause (1) of this clause, or a certificate of grading issued by the Council which will be in the form of Annexure B to this Agreement.

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

(4) Where an applicant for work is unable to produce a certificate in terms of sub-clause (3) (a) of this clause, an employer shall not permit such employee to continue work unless he has caused such applicant to complete and sign in the presence of a witness, a statement of experience in the form of Annexure D to this Agreement, and forward it to the Secretary of the Council, together with the relative engagement form, as provided in sub-clause (3) (b) of this clause.

21. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice in the case of a weekly employee, and one month's notice in the case of a monthly employee, in writing, to take effect from the usual pay day of the employee, of his intention to terminate the contract of employment, or an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(a) in the case of a period of notice of one week, the weekly wage;

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

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

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

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

(iii) the validity of any written agreement providing for a probationary period of three months in the case of monthly employees and of one week in the case of weekly employees during which probationary period the employment may be terminated upon 24 hours' notice being given by either side.

- (c) in die geval van werknemers wat maandeliks betaal word, moet die bydraes wat in subklousules (a) en (b) van hierdie klousule gemeld word, 9c per maand wees;
- (d) die werkgever moet bydraes ten opsigte van sy werknemers wat weekliks en maandeliks betaal word, aftrek, en moet dit binne twee weke na die einde van die maand waarin die afrekkings verskuldig geword het saam met sy eie bydrae aan die Sekretaris van die Raad stuur.

18. ORGANISASIE VAN WERKNEMERS.

Elke werkgever moet enige persoon of persone wat deur die vakvereniging daartoe gemagtig word, met dien verstande dat sodanige persoon of persone lede van die vakvereniging is en hoogstens vyf in getal is, toelaat om van tyd tot tyd gedurende die middagetuursuur 'n afdeling van sy bedryfsinrigting wat die werkgever voorgeskryf het, binne te gaan om vakverenigings-werksaamhede daar te verrig, met dien verstande dat die werkgever minstens 24 uur kennis gegee word van die voorneme om die voorgeskrewe afdeling van die bedryfsinrigting te besoek en met dien verstande dat enige verteenwoordiger van die werkgever by sodanige werksaamhede teenwoordig mag wees.

19. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms, en dit is elke werkgever en elke werknemer se plig om sodanige agente toe te laat om dié navraag te doen en dié boeke en/of geskrifte te ondersoek en dié persone te ondervra wat vir hierdie doel nodig mag wees.

20. DIENSSERTIFIKAAT EN INDIENSNEMINGSVORMS.

(1) Elke werkgever moet gratis aan elkeen van sy werknemers 'n dienssertifikaat uitreik wanneer hy sodanige werkgever se diens verlaat. Sertifikate moet in die vorm wees wat in Aanhangsel A by hierdie Ooreenkoms voorgeskryf word. Alle sertifikate wat die werkgever uitreik moet agtereenvolgens genummer word, deur die werkgever of sy verteenwoordiger onderteken word, en moet hy 'n afskrif van elke sertifikaat hou.

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

(3) (a) 'n Werkgever moet binne sewe dae nadat hy 'n applikant vir werk in diens geneem het, van sodanige applikant vereis om 'n dienssertifikaat wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule uitgereik is, of 'n graderingsertifikaat deur die Raad uitgereik wat in die vorm van Aanhangsel B van hierdie Ooreenkoms sal wees, voor te lê.

(b) Die werkgever moet binne twee weke na die applikant begin werk het sodanige sertifikaat saam met 'n indiensnemingsvorm, in die vorm in Aanhangsel C van hierdie Ooreenkoms, aan die Sekretaris van die Raad stuur.

(4) Wanneer 'n applikant vir werk nie in staat is om 'n sertifikaat ingevolge subklousule (3) (a) van hierdie klousule voor te lê nie, moet 'n werkgever sodanige werknemer nie toelaat om voort te gaan om te werk nie tensy hy sodanige applikant 'n ondervindingsverklaring in die vorm van Aanhangsel D van hierdie Ooreenkoms, in die teenwoordigheid van 'n getuie laat teken waarna hy dit aan die Sekretaris van die Raad stuur, saam met die betrokke indiensnemingsvorm soos daar in subklousule (3) (b) van hierdie klousule bepaal is.

21. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week, in die geval van 'n weeklikse werknemer, en een maand, in die geval van 'n maandelikse werknemer, skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, en dié kennisgewing word van krag vanaf die gewone betaaldag van die werknemer, of 'n werkgever of 'n werknemer kan die kontrak sonder diensopsegging beëindig deurdat in plaas van opsegging die werkgever aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgever minstens die volgende betaal of verbeur, al na gelang van die omstandighede—

(a) in die geval van 'n opseggingstydperk van een week, die weekloon;

(b) in die geval van 'n opseggingstydperk van een maand, die maandloon;

wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat hierdeur onaangetas gelaat word—

(i) die reg van 'n werkgever of 'n werknemer om op enige regsgeldige grond 'n dienskontrak sonder opsegging te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as 'n week;

(iii) die geldigheid van enige skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van maandelikse werknemers en van een week in die geval van weeklikse werknemers, waarin die diens na 24 uur kennisgewing deur enigen van die partye opgesê mag word.

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

(3) The notice referred to in sub-clause (1) shall not run concurrently with nor shall notice be given during the employee's absence on—

- (a) leave in terms of clause 7;
- (b) military training;
- (c) sick leave.

For the purpose of this sub-clause, sick leave shall mean a period of two weeks unless the employee has within such period, notified his employer that he is ill and produces a doctor's certificate in respect of the period of absence, in which case, sick leave shall mean a period of 15 weeks from the commencement of the employee's absence.

22. SAVINGS CLAUSE.

Except for the purpose of ratio this Agreement shall apply only in respect of employees who are earning a regular wage of not more than R1,560 per annum or R130 per month or R30 per week but excluding certificated nursing sisters on surgery staff and factory management staff.

23. 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 Rustenburg, on behalf of the Parties, on this 30th day of April, 1963.

R. R. DOBIE,
Chairman of the Council.
D. G. STEYN,
Vice-Chairman of the Council.
F. JOHNSON,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG).

No. _____

CERTIFICATE OF SERVICE.

(Issued in terms of Industrial Council Agreement.)

Employee's full name _____
(surname in capital letters)

Formerly known as _____

Employee's house address _____

Factory No. _____

Grade _____

Last occupation _____

Since (date) _____

*Wage received at time of leaving R _____ per week.

(Including Cost of Living Allowance.)

Date of last increase _____

Date of entering service _____

Date of leaving service _____

Total period covered by this certificate _____ years

months _____ days.

Name of factory _____

Employer's signature _____

Date of issue _____

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

N.B.—This certificate must be filled in accurately and one copy given to the employee and one copy posted to the Secretary of the Industrial Council, 331 Steen Street, Rustenburg.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE TOBACCO MANUFACTURING INDUSTRY (RUSTENBURG).

(31 Steen Street, Rustenburg.)

Dear Sirs, _____ 19 _____

GRADING CERTIFICATE.

Employee _____

Occupation _____

Receipt is hereby acknowledged of Notice of Engagement. Form No. _____ dated _____

According to the particulars contained thereon and the records of the Council, the wages of the employee are in order and his next increment would fall due on _____

Yours faithfully,

Secretary.

Messrs. _____

(2) Wanneer 'n ooreenkoms ooreenkomstig paragrawe (ii) en (iii) van subklousule (1) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van opsegging in verhouding wees tot die opseggingstydperk waarvoor daar ooreengekom word.

(3) Die opsegging wat in subklousule (1) gemeld word, mag nie saamval met, of mag nie geskied nie gedurende 'n werknemer se afwesigheid:—

- (a) met verlof ingevolge klousule 7;
- (b) vir militêre opleiding;
- (c) met siekteverlof.

Vir die toepassing van hierdie subklousule beteken siekteverlof 'n tydperk van twee weke tensy die werknemer gedurende sodanige tydperk sy werkgever in kennis gestel het dat hy siek is en 'n doktersertifikaat ten opsigte van die afwesigheidstydperk voorlê, en dan beteken siekteverlof 'n tydperk van 15 weke vanaf die begin van die werknemer se afwesigheid.

22. VOORBEHOUDSBEPALING.

Behalwe vir die doel van getalsverhouding is hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers wat 'n gereelde loon van hoogstens R1,560 per jaar of R130 per maand of R30 per week verdien, maar met uitsluiting van gediplomeerde verpleegsters in die personeel van verpleegkamers en fabrieksbesture.

23. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in alby amptelike tale en in die vorm wat in die regulasies by die Wet voorgeskryf word, vertoon op 'n opvallende plek waartoe sy werknemers maklik toegang het.

Namens die partye op hede die 30ste dag van April 1963 te Rustenburg onderteken.

R. R. DOBIE,
Voorsitter van die Raad.
D. G. STEYN,
Ondervoorsitter van die Raad.
F. JOHNSON,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (RUSTENBURG).

No. _____

DIENSSERTIFIKAAT.

(Uitgereik ooreenkomstig die Nywerheidsraadooreenkoms.)

Volle naam van die werknemer _____
(familienaam in hoofletters)

Vroeër bekend as _____

Werknemer se huisadres _____

Fabrieknommer _____

Graad _____

Laaste beroep _____

Sedert (datum) _____

*Loon ontvang ten tyde van diensbeëindiging R _____ per week

(met inbegrip van lewenskostoelae)

Laaste verhogingsdatum _____

Indienstredingsdatum _____

Uitdienstredingsdatum _____

Totale tydperk wat deur hierdie sertifikaat gedek word _____ jaar

maande _____ dae.

Naam van fabriek _____

Handtekening van werkgever _____

Uitreikingsdatum _____

* In die geval van stukwerkers, meld asseblief hulle minimum tyd-tarief per week.

L.W.—Hierdie sertifikaat moet noukeurig ingevul word en een afskrif aan die werknemer gegee en een afskrif aan die Sekretaris van die Nywerheidsraad, Steenstraat 31, Rustenburg, gestuur word.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (RUSTENBURG).

(Steenstraat 31, Rustenburg.)

Menere, _____ 19 _____

GRADERINGSERTIFIKAAT.

Werknemer _____

Beroep _____

Hierby word die ontvangs erken van die kennisgewing van indiensneming. Vorm No. _____ gedateer _____

Volgens die besonderhede wat daarop gemeld word en die rekords van die Raad, is die loon van die werknemer in orde en is sy volgende verhoging op _____ aan hom verskuldig.

Die uwe,

Sekretaris.

Mnre. _____

ANNEXURE C.

Rustenburg 19

To: The Industrial Council for the Tobacco Manufacturing Industry (Rustenburg).

DETAILS RE ENGAGEMENT OF NEW EMPLOYEE IN TERMS OF ANNEXURE C.

Dept. _____ Factory No. _____
 Full name _____
 Formerly known as _____
 Address _____
 Sex _____ Race _____
 Married or single _____
 Date of birth _____
 Date started duties _____
 Occupation _____
 Grade _____ Wage _____ per week.
 Total previous experience _____
 No. of Certificate of Service produced by employee or date of Statement of Experience _____
 I certify that the above details are correct.

Signature of Employee _____

Factory Manager. _____

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE TOBACCO
 MANUFACTURING INDUSTRY (RUSTENBURG).
 (31 Steen Street, Rustenburg.)

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 seventy-three 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/or Tobacco Manufacturing Industry:—

Name of Factory.	Period of Service.		Occupation.	Wages.	
	From.	To.		At Start.	When Leaving.

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

Date _____
 Employee's signature _____
 Witnessed by _____

PLEASE NOTE.—This Statement must be forwarded by the employer to the Secretary of the Council together with the Engagement Form in respect of the employee.

No. R. 747.] [15 May 1964.
 WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
 REGULATIONS PUBLISHED UNDER WAR
 MEASURE No. 43 OF 1942, AS AMENDED.

TOBACCO MANUFACTURING INDUSTRY,
 RUSTENBURG.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, 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. 745 of the 15th May, 1964.

A. E. TROLLIP,
 Minister of Labour.

AANHANGSEL C.

Rustenburg 19

Aan: Die Nywerheidsraad vir die Tabaknywerheid (Rustenburg).

BESONDERHEDE AANGAANDE INDIENSNEMING VAN NUWE WERKNEMER OOREENKOMSTIG AANHANGSEL C.

Afdeling _____, Fabrieknummer _____
 Volle naam _____
 Vroeër bekend as _____
 Adres _____
 Geslag _____ Ras _____
 Getroud of ongetroud _____
 Geboortedatum _____
 Datum waarop diens aanvaar is _____
 Beroep _____
 Graad _____ Loon _____ per week.
 Totale vorige ondervinding _____
 Dienssertifikaatnommer wat deur die werknemer voorgelê is, of datum van ondervindingsverklaring _____
 Ek sertifiseer dat bostaande besonderhede korrek is.

Handtekening van werknemer _____

Fabriekbestuurder. _____

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
 (RUSTENBURG).
 (Steenstraat 31, Rustenburg.)

ONDERVINDINGSVERKLARING.

OPMERKING.—Hierdie Verklaring moet noukeurig ingevul word. Enigiemand wat bewus 'n vals verklaring doen, of laat doen, maak hom skuldig aan 'n oortreding en kan ingevolge artikel drie-en-sewentig van die Wet op Nywerheidsversoening, 1956, vervolgd word.

Ek, mnr./mev./mej. (familienaam) _____

Voorname _____

Vroeër bekend as _____

van (huisadres) _____

verklaar hierby dat ek _____ jaar oud is en onderstaande ondervinding in die Sigaret- en/of Tabaknywerheid gehad het:—

Naam van fabriek.	Dienstydperk.		Beroep.	Loon.	
	Van.	Tot.		By aanvang.	By beëindiging.

Ek verklaar hierby dat bostaande verklaring na die beste van my wete waar en korrek is.

Datum _____

Handtekening van werknemer _____

As getuie. _____

LET WEL.—Die werkgewer moet hierdie Verklaring saam met die indiensnemingsvorm van die werknemer aan die Sekretaris van die Raad stuur.

No. R. 747.] [15 Mei 1964.
 WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
 KOSTETOELAES GEPUBLISEER BY OORLOGS-
 MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

TABAKNYWERHEID, RUSTENBURG.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, 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. 745 van 15 Mei 1964 gepubliseer is.

A. E. TROLLIP,
 Minister van Arbeid.

No. R. 746.] [15 May 1964.
**FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.**

**TOBACCO MANUFACTURING INDUSTRY,
 RUSTENBURG.**

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Tobacco Manufacturing Industry, published under Government Notice No. R. 745 of the 15th May, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
 Minister of Labour.

No. R. 746.] [15 Mei 1964.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

TABAKNYWERHEID, RUSTENBURG.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid, gepubliseer by Goewermentskennisgewing No. R. 745 van 15 Mei 1964, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
 Minister van Arbeid.

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Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail).....	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
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Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

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(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa)	Up to 8 oz.....	5c
	Above 8 oz. up to 2 lb.....	10c
	Above 2 lb. up to 7 lb.....	30c
	Above 7 lb. up to 11 lb.....	60c
	Above 11 lb. up to 22 lb.....	110c
(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa	Up to 8 oz.....	5c
	Above 8 oz. up to 1 lb.....	7c
	For every additional lb. or fraction thereof	7c
For Basutoland, Swaziland, Mozambique.....	7c per lb.	
For Bechuanaland Protectorate	7c per lb. (Kazungula 16c per lb.).	
Parcels (agricultural).....	2½c per lb.	
Parcels (air mail).....	10c per ½ lb.	
*Cash on delivery fees.....	For trade charges up to and including R2.....	15c
	For each additional R2 or part thereof.....	2½c
†Parcel insurance fees.....	Fee	Limits of compensation.
	5c	R10
	6c	R20
	Plus 1c for each additional R20 or part thereof up to a maximum of R400.	
Registration fee.....	5c per article.	
Express delivery fees.....	Handling charge.....	5c
	Delivery charge 5c per mile or part of a mile.	

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroun, Republic of; Congo, Republic of (Leopoldville); French Equatorial Africa (Gabon, Republic of; Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of; Kenya; Madagascar; Mozambique; Northern Rhodesia; Nyasaland; Rwanda; South West Africa; Southern Rhodesia; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Mozambique, Northern Rhodesia, Nyasaland, Southern Rhodesia, Tanganyika and Uganda.

† An insured parcel service is also available to Southern Rhodesia, Northern Rhodesia and Nyasaland. Parcels for this destination cannot, however, be insured for more than R120.

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NA BESTEMMINGS IN SUID-AFRIKA

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Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
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Monsters.....	1c per 2 onse.

PAKKETTE (LANDPOS)

Gewone pakkette:

(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika).	Tot 8 onse.....	5c
	Bo 8 onse tot 2 lb.	10c
	Bo 2 lb. tot 7 lb..	30c
	Bo 7 lb. tot 11 lb.	60c
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika:	Tot 8 onse.....	5c
	Bo 8 onse tot 1 lb.	7c
	Vir elke bykomende lb. of gedeelte daarvan.....	7c

Vir Basoetoland, Swaziland, Mosambiek.....	7c per lb.	
Betsjoeanaland-protectoraat.	7c per lb. (Kazungula 16c per lb.).	
Pakkette (landbou).....	2½c per lb.	
Pakkette (lugpos).....	10c per ½ lb.	
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2.....	15c
	Vir elke bykomende R2 of gedeelte daarvan.....	2½c

†Pakketversekeringsgeld.....	Versekeringsgelde.	Maksimum vergoeding.
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* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Mosambiek, Noord-Rhodesië, Njassaland, Suid-Rhodesië, Tanganjika en Uganda.

† 'n Versekerde pakkediens is ook beskikbaar na Suid-Rhodesië, Noord-Rhodesië en Njassaland. Pakkette vir dié bestemming kan egter nie vir meer as R120 verseker word nie.

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