



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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[No. 4950]

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

R.41]

[9 Januarie 1976

WET OP NYWERHEIDSVERSOENING, 1956
TABAKNYWERHEID

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

- (a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Tabaknywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1978 eindig, bindend is vir die werkgewers en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;
- (b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (7) (a), 14 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1978 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 landdrostdistrikte Calitzdorp en Oudtshoorn; en
- (c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (7) (a), 14 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1978 eindig, in die gebiede gespesifiseer

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

R.41]

[9 January 1976

INDUSTRIAL CONCILIATION ACT, 1956
TOBACCO MANUFACTURING INDUSTRY

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a), as applied by section 48 (9) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1978, upon the employers who and the trade union which entered into the Agreement and upon the employees who are members of the said union;
- (b) in terms of section 48 (1) (b), as applied by section 48 (9) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 5 (7) (a), 14 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1978, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Calitzdorp and Oudtshoorn; and
- (c) in terms of section 48 (3) (a), as applied by section 48 (9) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1978, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2,

in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN
Minister van Arbeid

BYLAE

VERSOENINGSRAADOOREENKOMS VIR DIE TABAK- NYWERHEID, OUDTSHOORN EN CALITZDORP

OOREENKOMS

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

Barron's Tobacco Co. (Pty) Ltd,

J. P. Nel,

Southern Cape Tobacco Manufacturers (Pty) Ltd,

H. S. Spies Broers (Edms.) Bpk.,

(hierna die "werkgewers" genoem), aan die een kant, en die
National Union of Cigarette and Tobacco Workers,
Oudtshoorn-tak

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

wat partye is by die Versoeningsraad vir die Tabaknywerheid in Oudtshoorn en Calitzdorp, aangestel deur die Minister van Arbeid.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrikte Oudtshoorn en Calitzdorp nagekom word deur die werkgewers in die Tabaknywerheid wat die ooreenkoms aangegaan het en deur alle lede van die vakvereniging wat by genoemde Nywerheid in diens is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op daardie werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag tot 28 Februarie 1978 of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebedig word en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en voorts, tensy strydig met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"assistent-voorman" 'n manlike werknemer wat die voorman in die verrigting van sy werk behulpsaam is, en wat gedurende sy afwesigheid vir hom kan waarneem;

"ketelbediener" 'n werknemer wat 'n stoomketel stook en die watersstand en stoomdruk op peil hou;

"los werknemer" 'n werknemer wat hoogstens drie dae in die week by dieselfde werkgewer in diens is;

"sigaardoosmaker klas A" 'n werknemer wat sigardose van hout maak;

"sigaardoosmaker klas A, gekwalifiseer," 'n sigardoosmaker klas A met minstens ses maande ondervinding;

"sigaardoosmaker klas A, ongekwalifiseer," 'n sigardoosmaker klas A met minder as ses maande ondervinding;

"sigaardoosmaker klas B" 'n werknemer wat sigardose van karton of enige ander materiaal, behalwe hout, wat voorheen volgens vorm en grootte gesny is, maak of aanmekaarsit;

5 (7) (a), 14 and 15, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN
Minister of Labour

SCHEDULE

CONCILIATION BOARD AGREEMENT FOR THE TOBACCO MANUFACTURING INDUSTRY, OUDTSHOORN AND CALITZDORP

AGREEMENT

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

Barron's Tobacco Co. (Pty) Ltd,

J. P. Nel,

Southern Cape Tobacco Manufacturers (Pty) Ltd,

H. S. Spies Broers (Edms.) Bpk.

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

National Union of Cigarette and Tobacco Workers, Oudtshoorn Branch

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

being parties to the Conciliation Board for the Tobacco Manufacturing Industry in Oudtshoorn and Calitzdorp, appointed by the Minister of Labour.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Oudtshoorn and Calitzdorp by the employers in the Tobacco Manufacturing Industry who entered into the Agreement and by all members of the trade union who are employed in the said industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in operation until 28 February 1978 or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and, further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"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;

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

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

"cigar box maker, Class A," means an employee who makes cigar boxes from wood;

"cigar box maker, Class A, qualified," means a cigar box maker, Class A, who has had not less than six months' experience;

"cigar box maker, Class A, unqualified," means a cigar box maker, Class A, who has had less than six months' experience;

"cigar box maker, Class B," means an employee who makes or assembles cigar boxes from cardboard or any other material except wood which have been precut according to shape and size;

"sigaardoommaker klas B, gekwalifiseer," 'n sigaardoommaker klas B met minstens ses maande ondervinding;

"sigaardoommaker klas B, ongekwalifiseer," 'n sigaardoommaker klas B met minder as ses maande ondervinding;

"sigaarbondelmaker" 'n werknemer wat gesnyde tabak in 'n tabakblaar oprol en dit in 'n sigaarvorm pers;

"sigaarbondelmaker, gekwalifiseer," 'n werknemer met minstens een jaar ondervinding as 'n sigaarbondelmaker;

"sigaarbondelmaker, ongekwalifiseer," 'n werknemer met minder as een jaar ondervinding as 'n sigaarbondelmaker;

"sigaarmaker" 'n werknemer wat die werk van 'n sigaarbondelmaker en 'n sigaartoedraaier verrig;

"sigaarmaker, gekwalifiseer," 'n werknemer met minstens een jaar ondervinding as 'n sigaarbondelmaker en minstens een jaar ondervinding as 'n sigaartoedraaier;

"sigaarmaker, ongekwalifiseer," 'n werknemer met minder as een jaar ondervinding as 'n sigaarbondelmaker en minder as een jaar ondervinding as 'n sigaartoedraaier;

"sigaarverpakker" 'n werknemer werksaam in of in verband met die vervaardiging van sigare in een of meer van die volgende werksaamhede:

In Cellophane toedraai, etiketteer, merk, pasta maak, bering, en dit omvat die verpakking van sigare in pakkies, dose of ander houters;

"sigaarverpakker, gekwalifiseer," 'n werknemer met minstens een jaar ondervinding as 'n sigaarverpakker;

"sigaarverpakker, ongekwalifiseer," 'n werknemer met minder as een jaar ondervinding as 'n sigaarverpakker;

"sigaartoedraaier" 'n werknemer wat die laaste dekblaar rondom 'n sigaar draai;

"sigaartoedraaier, gekwalifiseer," 'n werknemer met minstens een jaar ondervinding as 'n sigaartoedraaier;

"sigaartoedraaier, ongekwalifiseer," 'n werknemer met minder as een jaar ondervinding as 'n sigaartoedraaier;

"klerk" 'n werknemer wat skryf, tik of enige ander soort klerklike werk verrig, en omvat 'n versendingsklerk en stoorman;

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere wat vervoer of afgelewer moet word en wat toesig kan hou oor die monteer, kontroleer, afmeet, verpak, merk, adresseer of versending van sodanige goedere of verpakings;

"werknemer nie elders in hierdie klousule uitdruklik vermeld nie" 'n werknemer wat te doen het met werksaamhede wat direk in verband staan met produktiewe werk in die Nywerheid wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;

"bedryfsinrigting" enige 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 materiaal vir vervaardiging, of verpakking gebêre word, en kantore wat regstreeks by fabrieksbeheer betrokke is;

"nasiener" 'n werknemer wat onder toesig van 'n voorman of assistent-voorman, die werk wat deur ander werknemers verrig word, nasien vir foute en gebreke in sodanige werk, en wat verantwoordelik is vir die gehalte en juistheid van die verrigte werk, en wat sodanige werk kan uitdeel;

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

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

"ondervinding"—

- met betrekking tot 'n nasiener, klerk en tabakverpakker, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid onderskeidelik as 'n nasiener, klerk of tabakverpakker in diens is;
- met betrekking tot 'n werknemer graad I, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as 'n werknemer graad I in diens is;
- met betrekking tot 'n werknemer graad II, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as werknemer graad II in diens is;

Met dien verstande dat, wanneer 'n werknemer in graad II of graad I oorgeplaas word na graad I of tabakverpakker, die totale tydperk of tydperke wat hy in graad II en/of graad I gewerk het, as ondervinding moet tel in die graad waarheen hy oorgeplaas word;

"cigar box maker, Class B, qualified," means a cigar box maker, Class B, who has had not less than six months' experience;

"cigar box maker, Class B, unqualified," means a cigar box maker, Class B, who has had less than six months' experience;

"cigar bunch maker" means an employee who rolls up cut tobacco in a tobacco leaf and who presses it in a cigar mould;

"cigar bunch maker, qualified," means an employee who has had not less than one year's experience as a cigar bunch maker;

"cigar bunch maker, unqualified," means an employee who has had less than one year's experience as a cigar bunch maker;

"cigar maker" means an employee who performs the work of a cigar bunch maker and a cigar wrapper;

"cigar maker, qualified," means an employee who has had not less than one year's experience as a cigar bunch maker and not less than one year's experience as a cigar wrapper;

"cigar maker, unqualified," means an employee who has had less than one year's experience as a cigar bunch maker and less than one year's experience as a cigar wrapper;

"cigar packer" means an employee employed in or in connection with the manufacture of cigars in one or more of the following operations:

Wrapping in cellophane, labelling, marking, paste-making, ringing and includes packing cigars into packets, boxes or other receptacles;

"cigar packer, qualified," means an employee who has had not less than one year's experience as a cigar packer;

"cigar packer, unqualified," means an employee who has had less than one year's experience as a cigar packer;

"cigar wrapper" means an employee who wraps the final covering leaf around a cigar;

"cigar wrapper, qualified," means an employee who has had not less than one year's experience as a cigar wrapper;

"cigar wrapper, unqualified," means an employee who has had less than one year's experience as a cigar wrapper;

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a despatch clerk and storeman;

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

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

"despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, measuring out, packing, marking, addressing or despatching of such goods or packages;

"employees not elsewhere in this clause specifically mentioned" means an employee engaged in operations directly connected with productive work in the Industry not elsewhere specified in this Agreement;

"establishment" means any premises registrable under the Factories, Machinery and Building Work Act, 1941, as amended from time to time, and any premises in which goods or materials are stored for the purpose of manufacture or packing and offices concerned directly with factory control;

"examiner" means an employee who, under the supervision of a foreman or assistant foreman, examines the work performed by other employees, for faults and defects in such work and who is responsible for the quality and accuracy of the work performed, and who may distribute such work;

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

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

"experience" means—

- in relation to an examiner, clerical employee and tobacco packer, the total period or periods during which an employee has worked in the Industry as an examiner, clerical employee or tobacco packer, respectively;
- 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;
- in relation to a Grade II employee, the total period or periods during which an employee has worked in the Industry as a Grade II employee;

Provided that when an employee in Grade II or Grade I is transferred to Grade I or tobacco packer, the total period or periods he has worked in Grade II and/or Grade I shall count as experience in the grade to which he is transferred;

"voorman" 'n werknemer wat toesig hou oor die werknemers in 'n bedryfsinrigting of in 'n afdeling daarvan, wat beheer en gesag oor sodanige werknemers uitoefen, wat verantwoordelik is daarvoor dat hulle hul werksaamhede doeltreffend verrig, en wat die reg het om werknemers, behoudens die goedkeuring van die werkgewer, in diens te neem of te ontslaan;

"werknemer graad I" 'n werknemer wat by of in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:

- (1) 'n Masjien bedien wat tabaksakkies volmaak;
- (2) 'n tabakkerfmasjien bedien;
- (3) messe slyp;
- (4) toesig hou oor die stoom van tabak in stoomkiste;
- (5) kleurbestanddele saamstel, geur en aanklam;

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

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

"werknemer graad II" 'n werknemer wat by of in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:

- (1) Tabak op stoom- of gaspanne droog;
- (2) tabakkerfmasjien voer;
- (3) tabakverpakkingsmasjiene bedien;
- (4) gevulde sakkies van tabakverpakkingsmasjiene afhaal en hulle toemaak;
- (5) sakkies, pakkies of tabaksakkies met die hand maak;
- (6) gom maak;
- (7) papierbinnevoerings vir grootmaattabakhouers opmaak;
- (8) deurmekaar tabakblare reguit laat lê;
- (9) kerftabak in grootmaat, oor 400 g maar onder 5 kg, verpak;
- (10) blaartabak en/of kerftabak in mengsels met die hand vermeng;
- (11) rubberbande om Cellophane- of plastieksakkies of ander pakkies of sakke plaas en/of sodanige sakkies, pakkies of sakke wat meer as 100 g bevat, verseël;
- (12) olie en smeer;
- (13) blikkie, sakkie of papierpakkie op vultregter plaas;
- (14) verpakte tabak, uitgesonderd roltabak, in buitehouers met die hand toedraai;
- (15) stingels of blare met die hand afstroop;

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

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

"werknemer graad III" 'n werknemer wat by of in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:

- (1) Geur- of kleurbestanddele met die hand by tabak voeg;
- (2) blaartabak baal;
- (3) persele, installasies, masjiene, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (4) tabak of blare met die hand skoonmaak;
- (5) los baalmateriaal bymekaarmaak, sorteer en/of bondel;
- (6) tabak aanklam, of in vloeistof inoep;
- (7) boodskappe, briewe of goedere te voet of met 'n handvoertuig of met 'n fiets, maar nie 'n motorfiets nie, aflewer;
- (8) papiervoerings insit;
- (9) laai of aflaai;
- (10) vure aansteek, aan die brand hou of uittrek en/of afval of as verwyder, maar nie loog kook nie;
- (11) artikels verskuif, dra of stapel;
- (12) kiste of bale, pakkette of ander houers oop- of toemaak;
- (13) verpakking in oop en gestandaardiseerde houers;
- (14) tabak in grootmaat verpak (5 kg en meer);
- (15) tabakstingels of tabakblare met die hand afstroop, maar nie vir sigare nie;
- (16) bindblare met die hand verwyder, met uitsondering van roltabak;
- (17) houers verseël;
- (18) toedraaimateriaal sorteer;
- (19) tabak stapel, in grootmaat of in blikke verpak;
- (20) sjabloneer;
- (21) geur-, kondisioneer- of kleurstowwe en/of bestanddele inroer, maar nie saamstel nie;
- (22) tabak wat gedroog word, met die hand omkeer;
- (23) die massa van tabak op 'n gestelde skaal afmeet;

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

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

- (1) Operating pouch packing machine;
- (2) operating tobacco cutting machine;
- (3) knife grinding;
- (4) supervising the steaming of tobacco in steaming cabinets;
- (5) compounding, flavouring, casing of colouring materials;

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

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

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

- (1) Drying tobacco on steam or gas pans;
- (2) feeding tobacco cutting machine;
- (3) feeding tobacco packing machines;
- (4) taking off filled bags from tobacco packing machines and closing such bags;
- (5) making bags, packets or pouches by hand;
- (6) making paste;
- (7) making up inner paper linings for bulk containers of tobacco;
- (8) straight laying tobacco leaves from tangled form;
- (9) packing cut tobacco into bulk, over 400 g but under 5 kg;
- (10) mixing leaf and/or cut tobacco into blends by hand;
- (11) placing rubber bands around cellophane or plastic pouches or other packets or bags and/or sealing such pouches, packets or bags containing more than 100 g;
- (12) oiling and greasing;
- (13) placing tin, bag or paper packet on funnel;
- (14) wrapping packed tobacco other than roll tobacco into outers by hand;
- (15) stemming or stripping leaf by hand;

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

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

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

- (1) Applying flavour casing or colouring material to tobacco by hand;
- (2) baling leaf tobacco;
- (3) cleaning premises, plant, machines, implements, tools, utensils or vehicles;
- (4) cleaning tobacco or leaf by hand;
- (5) collecting, sorting and/or bundling loose baling materials;
- (6) damping tobacco or dipping into liquid;
- (7) delivering messages, letters or goods on foot or by means of a manually propelled vehicle or a bicycle other than a motorcycle;
- (8) inserting paper linings;
- (9) loading or unloading;
- (10) making or maintaining or drawing fires and/or removing refuse or ashes other than lye boiling;
- (11) moving, carrying or stacking articles;
- (12) opening or closing boxes or bales, packages or other containers;
- (13) packing into open and standardized containers;
- (14) packing tobacco in bulk (5 kg and over);
- (15) stemming or stripping tobacco leaves by hand other than for cigars;
- (16) removing the leaves by hand, excluding roll tobacco;
- (17) sealing containers;
- (18) sorting wrapping material;
- (19) stacking, bulking or binning tobacco;
- (20) stencilling;
- (21) stirring flavouring, or casing or colouring materials and/or ingredients other than compounding;
- (22) turning over (drying) tobacco by hand;
- (23) measuring out to a set scale;

"werknemer graad IV" 'n werknemer wat by of in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:

- (1) Roltabak in papier toedraai;
- (2) blare vir roltabak sorteer en/of blare oopvou;
- (3) tregter op sak plaas met die doel om dit te vul;
- (4) Cellophane-, plastiek- of ander pakkies, sakkies of sakke met 'n maksimum inhoud van 100 g met die hand pak of volmaak;
- (5) Cellophane- of plastieksakkies, -pakkies of -sakke verseël deur middel van 'n hitteproses, kramme of kleefband;

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

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

"handopdraaier" 'n werknemer wat tabakblare in roltabak van vereiste dikte opdraai;

"handopdraaier, gekwalifiseer," 'n handopdraaier met minstens een jaar ondervinding;

"handopdraaier, ongekwalifiseer," 'n handopdraaier met minder as een jaar ondervinding;

"jeugdige werknemer" 'n werknemer onder die ouderdom van 18 jaar wat graad III- of graad IV-werk verrig;

"loogkoker" 'n werknemer wat werk verrig in verband met loogkook en die week van blare in loog, en wat ook vure kan aansteek, aan die brand hou en uittrek en/of afval of as verwyder;

"'n masjien bedien" die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aan- en afskakel van 'n masjien (maar nie 'n ander lid van 'n masjienspersoneel wat 'n masjien kan afskakel nie) en omvat die uitvoering van geringe lopende verstellings aan 'n masjien;

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

"rolmaker" 'n werknemer wat gedraaide tabak in rolle van verskillende massas rol;

"korttyd" 'n tydelike vermindering van die getal gewone werke as gevolg van bedryfslaptes, tekort aan grondstof of 'n algemene onklaarmaking van die installasie of masjinerie deur 'n ongeluk of ander onvoorsiene noodgeval veroorsaak;

"stoorman" 'n werknemer wat toesig hou oor voorrade, inkomende goedere of voltooide of gedeeltelik voltooide produkte en wat verantwoordelik is vir die ontvangs, stoor, verpakking of uitpakking van goedere in 'n stoor of pakhuis of wat goedere uit 'n stoor of pakhuis aflewer aan die verbruikersdepartemente van 'n bedryfsinrigting of vir versending;

"tabakblaarstroper" 'n werknemer wat tabakstingels of tabakblare vir sigare met die hand afstroop;

"Tabaknywerheid" of "Nywerheid"—

(a) die Nywerheid waarin werkgewers en werknemers in bedryfsinrigtings met mekaar geassosieer is vir die sorteer, meng, gradeer en baal van tabakblare, en vir die vervaardiging, voorbereiding of verpakking van snuif, sigarette, sigare, seroete of pruim-, sigaret- of pyptabak en omvat alle werksaamhede wat in verband staan met of voortspruit uit die sorteer, meng, gradeer en baal van tabakblare en sodanige vervaardiging, voorbereiding of verpakking wat deur die werknemers van sodanige werkgewers uitgevoer word;

(b) die werksaamhede wat uitgevoer word in enige depot en/of verspreidingsentrum wat deur 'n werkgewer in stand gehou word in verband met die werksaamhede genoem in paragraaf (a) hiervan;

"tabakverpakker" 'n werknemer wat kerftabak en/of pruimtabak of gemaalde snuif verpak in pakkies, tabaksakkies, sakkies of blikke wat meer as 100 g maar hoogstens 400 g bevat;

"tabakverpakker, gekwalifiseer," 'n tabakverpakker met minstens 12 maande ondervinding;

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

"loon" die geldbedrag wat ooreenkomstig klausule 4 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke, of, waar 'n werkgewer gereeld 'n werknemer ten opsigte van sodanige gewone werke 'n groter bedrag betaal as dié voorgeskryf in klausule 4, sodanige groter bedrag;

"wag" 'n werknemer in diens om persele, geboue, hekke of ander eiendom op te pas.

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

Woorde wat alleen individue aandui, omvat ook maatskappye en firmas, maar nie wanneer dit uitdruklik anders bepaal word nie.

"Grade IV employee" means an employee employed in or in connection with the manufacture of snuff, cut or roll tobacco in one or more of the following operations;

- (1) Wrapping of roll tobacco in paper;
- (2) sorting of leaf for roll tobacco and/or leaf opening;
- (3) placing funnel on bag for purposes of filling same;
- (4) packing or filling by hand of cellophane, plastic or other packets, pouches or bags with a maximum content of 100 g;
- (5) sealing cellophane or plastic pouches, packets or bags by heat process, stapling or cellulose tape;

"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;

"hand twister" means an employee engaged in the twisting of tobacco leaves into roll tobacco of required thickness;

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

"hand twister, unqualified," means a hand twister who has had less than one year's experience;

"juvenile employee" means an employee under the age of 18 years engaged in Grade III or Grade IV work;

"lye boiler" means an employee employed in the process of lye boiling and soaking leaf in lye and who may make and maintain or draw fires and/or remove refuse or ashes;

"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;

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

"roll maker" means an employee engaged in the rolling of twisted tobacco into rolls of various masses;

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

"storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse or delivering goods from a store or a warehouse to the consuming departments in an establishment or for despatch;

"tobacco leaf stripper" means an employee who is employed in stemming or stripping tobacco leaves by hand for cigars;

"Tobacco Manufacturing Industry" or "Industry" means—

(a) the Industry in which employers and employees are associated for the sorting, blending, grading and baling of tobacco leaf and for the manufacture, preparation or packing of snuff, cigarettes, cigars, cheroots or chewing or cigarette or pipe tobacco in establishments and includes all operations incidental to or consequent on such sorting, blending, grading and baling of tobacco leaf and such manufacture, preparation or packing carried on by the employees of such employers;

(b) the activities carried on in any depot and/or distribution centre maintained by an employer in relation to the activities referred to in paragraph (a) hereof;

"tobacco packer" means an employee engaged in the packing of cut tobacco and/or chewing tobacco or ground snuff into packets, pouches, bags or tins containing more than 100 g but not more than 400 g;

"tobacco packer, qualified," means a tobacco packer who has had not less than 12 months' experience;

"tobacco packer, unqualified," means a tobacco packer who has had less than 12 months' experience;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work or, where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

"watchman" means an employee engaged in guarding premises, buildings, gates or other property.

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

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

4. BESOLDIGING

(1) (a) Behoudens paragraaf (b) hiervan en subklousules (2), (4) en (5) van hierdie klousule, is die minimum loon wat 'n werkgewer weekliks aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, soos hieronder uiteengesit, en wanneer 'n werknemer in 'n klas ingedeel word, word hy geag tot daardie klas te behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. REMUNERATION

(1) (a) Subject to paragraph (b) hereof and subclauses (2), (4) and (5) of this clause, the minimum wage which shall be paid weekly by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder and in classifying an employee he shall be deemed to be in that class in which he is wholly or mainly employed.

	In die munisipale gebied van Oudtshoorn			In alle ander gebiede		
	Vanaf die datum van inwerking- trekking van hierdie Oor- eenkoms tot 29.2.76	Vanaf 1.3.76 tot 28.2.77	Vanaf 1.3.77 tot 28.2.78	Vanaf die datum van inwerking- trekking van hierdie Oor- eenkoms tot 29.2.76	Vanaf 1.3.76 tot 28.2.77	Vanaf 1.3.77 tot 28.2.78
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Voorman	37,39	39,26	41,22	36,99	38,84	40,78
Assistent-voorman	29,18	30,64	32,17	28,04	29,44	30,91
Klerk, man, gekwalifiseer	31,01	32,56	34,19	28,85	30,29	31,80
Klerk, man, ongekwalifiseer—						
gedurende eerste jaar ondervinding	11,12	11,69	12,27	10,23	10,74	11,28
gedurende tweede jaar ondervinding	14,27	14,98	15,73	13,22	13,88	14,58
gedurende derde jaar ondervinding	18,61	19,54	20,52	17,39	18,26	19,17
gedurende vierde jaar ondervinding	23,38	24,55	25,78	22,49	23,61	24,80
Klerk, vrou, gekwalifiseer	21,77	22,86	24,00	20,31	21,32	22,39
Klerk, vrou, ongekwalifiseer—						
gedurende eerste jaar ondervinding	11,13	11,69	12,27	10,23	10,74	11,28
gedurende tweede jaar ondervinding	12,65	13,28	13,95	11,91	12,51	13,14
gedurende derde jaar ondervinding	15,24	16,00	16,80	14,10	14,81	15,55
gedurende vierde jaar ondervinding	17,33	18,20	19,11	16,69	17,52	18,40
Nasiener, gekwalifiseer	22,16	23,27	24,43	22,16	23,27	24,43
Nasiener, ongekwalifiseer—						
gedurende eerste drie maande ondervinding	19,00	19,95	20,95	19,00	19,95	20,95
gedurende tweede drie maande ondervinding	20,46	21,48	22,56	20,46	21,48	22,56
Rolmaker	13,32	13,99	14,69	12,56	13,19	13,85
Ketelbediener	11,44	12,01	12,61	11,03	11,58	12,16
Loogkoker	11,44	12,01	12,61	11,03	11,58	12,16
Handopdraaier, man, gekwalifiseer	9,56	10,04	10,54	9,22	9,68	10,17
Handopdraaier, man, ongekwalifiseer—						
gedurende eerste ses maande ondervinding	9,19	9,65	10,13	8,86	9,30	9,77
gedurende tweede ses maande ondervinding	9,35	9,82	10,31	9,04	9,49	9,97
Handopdraaier, vrou, gekwalifiseer	8,30	8,72	9,15	7,98	8,38	8,80
Handopdraaier, vrou, ongekwalifiseer—						
gedurende eerste ses maande ondervinding	7,98	8,38	8,80	7,65	8,03	8,43
gedurende tweede ses maande ondervinding	8,12	8,53	8,96	7,81	8,20	8,61
Tabakverpakker, gekwalifiseer	12,48	13,10	13,76	11,95	12,55	13,17
Tabakverpakker, ongekwalifiseer—						
gedurende eerste ses maande ondervinding	8,54	8,97	9,42	8,20	8,61	9,04
gedurende tweede ses maande ondervinding	10,65	11,18	11,74	10,25	10,76	11,30
Sigaarmaker, gekwalifiseer	12,88	13,52	14,20	12,88	13,52	14,20
Sigaarmaker, ongekwalifiseer	11,27	11,83	12,43	11,27	11,83	12,43
Werknemer wat 'n sigaar masjien bedien, gekwalifiseer	11,27	11,83	12,43	11,27	11,83	12,43
Werknemer wat 'n sigaar masjien bedien, ongekwalifiseer	9,66	10,14	10,65	9,66	10,14	10,65
Sigaarbondelmaker/sigaartoedraaier, gekwalifiseer	10,47	10,99	11,54	10,47	10,99	11,54
Sigaarbondelmaker/sigaartoedraaier, ongekwalifiseer	8,06	8,46	8,89	8,06	8,46	8,89
Sigaarverpakker, gekwalifiseer	8,86	9,30	9,77	8,86	9,30	9,77
Sigaarverpakker, ongekwalifiseer	7,25	7,61	7,99	7,25	7,61	7,99
Sigaardoosmaker klas A, gekwalifiseer	10,47	10,99	11,54	10,47	10,99	11,54
Sigaardoosmaker klas A, ongekwalifiseer	8,86	9,30	9,77	8,86	9,30	9,77
Sigaardoosmaker klas B, gekwalifiseer	8,06	8,46	8,89	8,06	8,46	8,89
Sigaardoosmaker klas B, ongekwalifiseer	6,43	6,75	7,09	6,43	6,75	7,09
Tabakblaarstroper	8,06	8,46	8,89	8,06	8,46	8,89
Werknemer, graad I, gekwalifiseer	19,49	20,46	21,49	18,71	19,65	20,63
Werknemer, graad I, ongekwalifiseer—						
gedurende eerste ses maande ondervinding	8,37	8,79	9,23	7,33	7,70	8,08
gedurende tweede ses maande ondervinding	10,42	10,94	11,49	9,72	10,21	10,72
gedurende derde ses maande ondervinding	12,88	13,52	14,20	12,14	12,75	13,38
gedurende vierde ses maande ondervinding	15,80	16,59	17,42	14,72	15,46	16,23
Werknemer, graad II, gekwalifiseer	12,56	13,19	13,85	12,09	12,69	13,33
Werknemer, graad II, ongekwalifiseer—						
gedurende eerste ses maande ondervinding	8,37	8,79	9,23	7,32	7,69	8,07
gedurende tweede ses maande ondervinding	10,00	10,50	11,03	9,27	9,73	10,22
Werknemer, graad III	8,62	9,05	9,50	8,30	8,72	9,15
Werknemer, graad IV, gekwalifiseer	8,37	8,79	9,23	7,32	7,69	8,07
Werknemer, graad IV, ongekwalifiseer	7,89	8,28	8,70	6,93	7,28	7,64
Jeugdige werknemer	6,43	6,75	7,09	5,96	6,26	6,57
Wag	9,59	10,07	10,57	8,77	9,21	9,67
Drywer van 'n dierevoertuig	10,06	10,56	11,09	9,66	10,14	10,65
Drywer van 'n motorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van enige sleep- wa of sleepwaens wat deur sodanige voertuig getrek word hoogstens 10 000 lb. (4 536 kg) is	13,52	14,20	14,91	13,06	13,71	14,40
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	13,52	14,20	14,91	13,06	13,71	14,40

	In the municipal area of Oudtshoorn			In all other areas		
	As from date of coming into operation of this Agreement up to 29.2.76	From 1.3.76 to 28.2.77	From 1.3.77 to 28.2.78	As from date of coming into operation of this Agreement up to 29.2.76	From 1.3.76 to 28.2.77	From 1.3.77 to 28.2.78
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Foreman	37,39	39,26	41,22	36,99	38,84	40,78
Assistant foreman	29,18	30,64	32,17	28,04	29,44	30,91
Clerical employee, male qualified	31,01	32,56	34,19	28,85	30,29	31,80
Clerical employee, male unqualified—						
during first year of experience	11,12	11,69	12,27	10,23	10,74	11,28
during second year of experience	14,27	14,98	15,73	13,22	13,88	14,58
during third year of experience	18,61	19,54	20,52	17,39	18,26	19,17
during fourth year of experience	23,38	24,55	25,78	22,49	23,61	24,80
Clerical employee, female, qualified	21,77	22,86	24,00	20,31	21,32	22,39
Clerical employee, female, unqualified—						
during first year of experience	11,13	11,69	12,27	10,23	10,74	11,28
during second year of experience	12,65	13,28	13,95	11,91	12,51	13,14
during third year of experience	15,24	16,00	16,80	14,10	14,81	15,55
during fourth year of experience	17,33	18,20	19,11	16,69	17,52	18,40
Examiner, qualified	22,16	23,27	24,43	22,16	23,27	24,43
Examiner, unqualified—						
during first three months of experience	19,00	19,95	20,95	19,00	19,95	20,95
during second three months of experience	20,46	21,48	22,56	20,46	21,48	22,56
Roll maker	13,32	13,99	14,69	12,56	13,19	13,85
Boiler attendant	11,44	12,01	12,61	11,03	11,58	12,16
Lye boiler	11,44	12,01	12,61	11,03	11,58	12,16
Hand twister, male, qualified	9,56	10,04	10,54	9,22	9,68	10,17
Hand twister, male, unqualified—						
during first six months of experience	9,19	9,65	10,13	8,86	9,30	9,77
during second six months of experience	9,35	9,82	10,31	9,04	9,49	9,97
Hand twister, female, qualified	8,30	8,72	9,15	7,98	8,38	8,80
Hand twister, female, unqualified—						
during first six months of experience	7,98	8,38	8,80	7,65	8,03	8,43
during second six months of experience	8,12	8,53	8,96	7,81	8,20	8,61
Tobacco packer, qualified	12,48	13,10	13,76	11,95	12,55	13,17
Tobacco packer, unqualified—						
during first six months of experience	8,54	8,97	9,42	8,20	8,61	9,04
during second six months of experience	10,65	11,18	11,74	10,25	10,76	11,30
Cigar maker, qualified	12,88	13,52	14,20	12,88	13,52	14,20
Cigar maker, unqualified	11,27	11,83	12,43	11,27	11,83	12,43
Employee operating a cigar manufacturing machine, qualified	11,27	11,83	12,43	11,27	11,83	12,43
Employee operating a cigar manufacturing machine, unqualified	9,66	10,14	10,65	9,66	10,14	10,65
Cigar bunch maker/cigar wrapper, qualified	10,47	10,99	11,54	10,47	10,99	11,54
Cigar bunch maker/cigar wrapper, unqualified	8,06	8,46	8,89	8,06	8,46	8,89
Cigar packer, qualified	8,86	9,30	9,77	8,86	9,30	9,77
Cigar packer, unqualified	7,25	7,61	7,99	7,25	7,61	7,99
Cigar box maker, Class A, qualified	10,47	10,99	11,54	10,47	10,99	11,54
Cigar box maker, Class A, unqualified	8,86	9,30	9,77	8,86	9,30	9,77
Cigar box maker, Class B, qualified	8,06	8,46	8,89	8,06	8,46	8,89
Cigar box maker, Class B, unqualified	6,43	6,75	7,09	6,43	6,75	7,09
Tobacco leaf stripper	8,06	8,46	8,89	8,06	8,46	8,89
Grade I employee, qualified	19,49	20,46	21,49	18,71	19,65	20,63
Grade I employee, unqualified—						
during first six months of experience	8,37	8,79	9,23	7,33	7,70	8,08
during second six months of experience	10,42	10,94	11,49	9,72	10,21	10,72
during third six months of experience	12,88	13,52	14,20	12,14	12,75	13,38
during fourth six months of experience	15,80	16,59	17,42	14,72	15,46	16,23
Grade II employee, qualified	12,56	13,19	13,85	12,09	12,69	13,33
Grade II employee, unqualified—						
during first six months of experience	8,37	8,79	9,23	7,32	7,69	8,07
during second six months of experience	10,00	10,50	11,03	9,27	9,73	10,22
Grade III employee	8,62	9,05	9,50	8,30	8,72	9,15
Grade IV employee, qualified	8,37	8,79	9,23	7,32	7,69	8,07
Grade IV employee, unqualified	7,89	8,28	8,70	6,93	7,28	7,64
Juvenile employee	6,43	6,75	7,09	5,96	6,26	6,57
Watchman	9,59	10,07	10,57	8,77	9,21	9,67
Driver of any animal-drawn vehicle	10,06	10,56	11,09	9,66	10,14	10,65
Driver of motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle does not exceed 10 000 lbs. (4 536 kg)	13,52	14,20	14,91	13,06	13,71	14,40
Employee not elsewhere in this clause specifically mentioned	13,52	14,20	14,91	13,06	13,71	14,40

(b) 'n Werknemer wat gedurende die week wat onderskeidelik 1 Maart 1976 of 1 Maart 1977 voorafgaan 'n hoër loon ontvang het as die minimum loon wat vanaf enige sodanige datum vir hom voorgeskryf is, na gelang van die geval, moet sodanige hoër loon betaal word, plus 'n addisionele vyf persent: Met dien

(b) An employee who during the week preceding 1 March 1976 or the week preceding 1 March 1977, respectively, was in receipt of a higher wage than the minimum wage prescribed for him as from any such date, as the case may be, shall be paid such higher wage plus an additional five per cent: Provided that the

verstande dat genoemde persentasie in elke geval bereken moet word op die minimum loon wat ten opsigte van die betrokke jaar vir die werknemer voorgeskryf is.

(c) (i) Benewens die besoldiging voorgeskryf in klousule 4 (1) (a) en (b) moet 'n werkgewer sy handopdraaier 'n aansporingsbonus ooreenkomstig onderstaande skale betaal:

Drie sent vir elke 1 kilogram opgedraaide tabak wat meer as die volgende massas is:

Manlike opdraaier:

Medium opdraairoltabak—181 kg per week

Spesiale opdraairoltabak—147 kg per week

Vroulike opdraaier:

Medium opdraairoltabak—136 kg per week

Spesiale opdraairoltabak—102 kg per week

(ii) Die aansporingsbonus wat in hierdie paragraaf voorgeskryf word, is nie van toepassing op 'n werknemer wat minder as drie dae gedurende een bepaalde week werk nie tensy die werknemer minder as sodanige tydperk gedurende enige week werk omdat sy werkgewer nie in staat is om hom van werk vir drie of meer dae gedurende daardie week te voorsien nie: Met dien verstande dat die aansporingsbonus betaal moet word as die werknemer op versoek van sy werkgewer 'n sertifikaat kan voorlê wat deur 'n mediese praktisyn geteken is om te sê dat hy ongeskik vir werk was.

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

(a) Aan alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van elke kalenderjaar vir verhoging kwalifiseer, moet sodanige verhogings op 15 Februarie wat binne die tydperk val, toegestaan word, en daardie verhogings moet op die hele betaalweek waarin 15 Februarie val, van toepassing wees.

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

(3) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens moet aan 'n los werknemer minstens een-vyfde van die hoogste weekloon betaal word wat voorgeskryf is vir 'n werknemer wat dieselfde klas werk doen wat van die los werknemer vereis word.

(4) *Vermindering van loonskaal nie toegelaat nie.*—Niks in hierdie Ooreenkoms mag die loonskaal verminder van 'n werknemer wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, in die Nywerheid teen 'n hoër skaal besoldig is of kan word as die minimum wat in hierdie klousule voorgeskryf word nie, en sodanige werknemer moet steeds 'n loon betaal word en is geregtig om dit te ontvang teen 'n skaal wat nie laer as die hoër skaal is nie, asof sodanige hoër skaal die minimum ten opsigte van sodanige werknemer is: Met dien verstande dat die werknemer by dieselfde werkgewer in diens bly.

(5) *Differensiële lone.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers op enige dag vir langer as een uur enige werk van 'n ander klas verrig waarvoor 'n hoër loon of 'n stygende loonskaal met 'n hoër loon vir gekwalifiseerdes in subklousule (1) van hierdie klousule voorgeskryf is, moet sodanige werknemer, indien sodanige hoër loon vir sodanige klas werknemer voorgeskryf is, as volg besoldig:

(a) Waar 'n stygende loonskaal voorgeskryf is, 'n bykomende 20 persent van die loon van die laer klas:

(b) waar geen stygende loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër loonskaal ten opsigte van die hele dag waarop hy die werk verrig:

Met dien verstande dat, as die enigste verskil tussen klasse kragtens subklousule (1) van hierdie klousule of ondervinding berus, hierdie subklousule nie van toepassing is nie.

Hierdie subklousule is ook nie van toepassing op 'n assistent-voorman wanneer hy vir 'n voorman waarnaem nie, tensy hy vir 'n ononderbroke tydperk van minstens drie weke agtereën waarnaem, en in dié geval is dit van toepassing op die tydperk wat sodanige drie weke oorskry.

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

(7) *Berekening van lone.*—Behoudens andersluidende bepalinge in hierdie Ooreenkoms, moet lone soos volg bereken word:

said percentage shall in each case be calculated on the minimum wage prescribed for the employee in respect of the relative year.

(c) (i) In addition to the remuneration prescribed in clause 4 (1) (a) and (b), an employer shall pay his hand twister an incentive bonus in accordance with the following scales:

Three cents for each 1 kilogram twisted in excess of the following masses:

Male twister:

Medium twist roll tobacco—181 kg per week

Special twist roll tobacco—147 kg per week

Female twister:

Medium twist roll tobacco—136 kg per week

Special twist roll tobacco—102 kg per week

(ii) The incentive bonus prescribed in this paragraph shall not apply to an employee who works for less than three days during any one week unless the employee works for less than such period during any week because his employer is unable to provide him with work for three or more days during that week: Provided that the incentive bonus shall be paid if the employee can at the request of his employer produce a certificate signed by a medical practitioner stating that he was unfit for work.

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

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

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

(3) *Casual employees.*—A casual employee shall be paid in respect of each day or part of a day of employment not less than one-fifth of the highest weekly wage prescribed for an employee in the same class of work as the casual employee is required to perform.

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

(5) *Differential wage.*—An employer who requires or permits a member of one class of his employees 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 subclause (1) of this clause shall pay to such employee if such higher wage be in respect of a class of employee—

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

(b) for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate in respect of the whole day on which he performs such work:

Provided that where the sole difference between classes in terms of subclause (1) of this clause is based on experience, the provisions of this subclause shall not apply.

The provisions of this subclause shall also not apply to an assistant foreman when acting for a foreman unless he 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 purposes 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 subclause (5) of this clause and in clause 5 (7), an employee shall be paid in respect of any week not less than the full weekly wage prescribed in subclause (1) of this clause for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1), or less.

(7) *Calculation of wages.*—Save as otherwise provided in this Agreement—

- (a) Die maandloon van 'n werknemer is sy weekloon vermenigvuldig met vier en een-derde;
- (b) die weekloon van 'n werknemer wat maandeliks besoldig word, is sy maandloon gedeel deur vier en een-derde;
- (c) die uurloon van 'n werknemer is—
 - (i) in die geval van 'n los werknemer, die dagloon gedeel deur 94;
 - (ii) in die geval van 'n wag, sy weekloon gedeel deur 48;
 - (iii) in die geval van alle ander werknemers, die weekloon gedeel deur 44.

5. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 7 (2), moet enige bedrag aan 'n werknemer verskuldig, weekliks of maandeliks, indien die werkgewer en werknemer aldus skriftelik ooreengekom het, gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word en moet dit in 'n verseëlde kovert wees waarop aan die buitekant moet staan die werkgewer en werknemer se name, die werknemer se fabrieksnummer, beroep, klassifikasie en loon, die getal gewone ure en oortydure gewerk, die lone ten opsigte van elk betaal, die bonusbedrag, aanpassing of enige ander betaling wat gedoen is, die totale besoldiging wat betaal word, en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en die besonderhede van enige aftrekkings gedoen: Met dien verstande dat as 'n ooreenkoms aangegaan is vir 'n diensopseggingstermyn van langer as een week, besoldiging aan die einde van elke sodanige langer tydperk betaal kan word.

(2) *Gewone betaaldag.*—Wanneer werknemers weekliks betaal word, is Vrydag die gewone betaaldag.

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

(4) *Premies.*—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen bedrag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aanvaar word nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe 'n werkgewer regtens verplig word om bydraes te maak nie.

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

(6) *Kos en inwoning.*—Behalwe soos by enige wet bepaal, mag 'n werkgewer nie sy werknemer verplig om van hom of van enige persoon of by enige plek wat hy aanwys, kos en/of inwoning aan te neem nie.

(7) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boete oplê of enige bedrag van sy salaris aftrek nie, uitgesonderd die volgende:

- (a) Met die toestemming of op versoek van die werknemer, ledigelde verskuldig aan die National Union of Cigarette and Tobacco Workers ingevolge klousule 15 van hierdie Ooreenkoms;
- (b) behoudens, klousule 8, as sy werknemer van sy werk afwesig is uitgesonderd op versoek of op las van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- (c) enige bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag maak;
- (d) met die skriftelike toestemming van 'n werknemer, aftrekkings van sy loon en/of verlofbesoldiging vir bedrae aan die werkgewer verskuldig ten opsigte van kontant wat die werkgewer die werknemer voorgeskiet het: Met dien verstande dat—
 - (i) sulke aftrekkings van lone hoogstens R1 per week beloop;
 - (ii) sulke aftrekkings van verlofbesoldiging hoogstens die helfte beloop van die bedrag van verlofbesoldiging verskuldig en betaalbaar;
- (e) as die gewone werkure voorgeskryf in klousule 6 (1) verminder word as gevolg van korttyd, 'n aftrekking van een vier-en-veertigste van die weekloon voorgeskryf in klousule 4 ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking hoogstens agtien vier-en-veertigstes van die weekloon van sodanige werknemer bedra, ongeag die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen aftrekking gedoen mag word—
 - (i) in geval van korttyd wat ontstaan as gevolg van 'n tydelike slappe in die bedryf of tekort aan grondstowwe nie, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

- (a) the monthly wage of an employee shall be his weekly wage multiplied by four and one-third;
- (b) the weekly wage of an employee who is paid monthly, shall be his monthly wage divided by four and one-third;
- (c) the hourly wage of an employee shall be calculated—
 - (i) in the case of a casual employee, by dividing the daily wage by 94;
 - (ii) in the case of a watchman, by dividing his weekly wage by 48;
 - (iii) in the case of all other employees, by dividing the weekly wage by 44.

5. PAYMENT OF REMUNERATION

(1) *An employee other than a casual employee.*—Save as provided in clause 7 (2), any amount due to an employee shall be paid in cash weekly, or monthly if the employer and the employee have agreed thereto in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment, if this takes place before the usual pay-day, and shall be contained in a sealed envelope showing on the outside the employer's and employee's name, the employee's factory number, occupation, classification and rate of wages, the number of ordinary and overtime hours worked, the wages paid in respect of each, the amount of bonus, adjustment of any other payment made, the total remuneration paid and the closing date of the period in respect of which payment is made and the details of any deductions made: Provided that where an agreement has been entered into for a period of notice of termination of employment of longer than one week, remuneration may be paid at the end of each such longer period.

(2) *Usual pay-day.*—Where employees are paid weekly, the usual pay-day shall be Friday.

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

(4) *Premiums.*—No payments shall be made to or accepted by an employer either directly or indirectly in respect of the employment or training of any employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

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

- (a) With the consent of or at the request of the employee, fees due to the National Union of Cigarette and Tobacco Workers provided for in clause 15 of this Agreement;
- (b) save as provided in clause 8, when his employee absents himself from work, other than at the request or upon the instructions of the employer, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make;
- (d) with the written consent of an employee deductions from his wages and/or leave pay for amounts owing to the employer in respect of cash advanced by the employer to the employee: Provided that—
 - (i) any such deductions from wages shall not exceed R1 per week;
 - (ii) any such deductions from leave pay shall not exceed half the amount of leave pay due and payable;
- (e) 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 in respect of each hour of such reduction: Provided that such deduction shall not exceed eighteen 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 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 geval van korttyd wat ontstaan uit 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie;
- (f) as beskermende klere of 'n oorpak wat die eiendom van die werkgewer is, deur 'n werknemer vernietig of verloor word, of as hy dit nie teruggee by uitdienstreding nie, 'n aftrekking van hoogstens R2 (twee rand) ooreenkomstig klousule 12 (3).

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

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

- (a) In die geval van 'n ander werknemer as 'n wag—
 - (i) 44 in enige week van Maandag tot en met Vrydag;
 - (ii) nege en 'n kwart op 'n dag.
(‘n Week moet slegs vyf dae tel en, behoudens soos voorgeskryf in subklousule (10) (c) van hierdie klousule mag geen werk op 'n Saterdag verrig word nie.);
- (b) in die geval van 'n wag—
 - (i) 48 in 'n week;
 - (ii) nege per skof.
(‘n Week kan uit ses skofte bestaan).

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

(3) Die gewone werkure van 'n los werknemer is hoogstens nege en 'n kwart op 'n dag.

(4) *Etenspouse.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vyf uur aaneen op 'n dag sonder 'n pouse van minstens een uur waarin nie gewerk mag word, te werk nie en daardie pouse mag nie as deel van die gewone werkure of oortyd gereken word nie; Met dien verstande dat—

- (i) wanneer daardie pouse langer as een uur duur, enige tydperk bo een uur as gewone werkure beskou moet word;
- (ii) werktye wat deur 'n pouse van minder as een uur onderbreek word, as ononderbroke gereken moet word.

(5) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n wag, wat in of by sy bedryfsinrigting werk, 'n ruspouse van minstens 10 minute toestaan, so na as doenlik aan—

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

waarin van die werknemer nie vereis of hy nie toegelaat mag word om werk te verrig nie, en die ruspouse moet geag word deel van die gewone werkure uit te maak.

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

(7) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, moet hy geag word werksaam te wees—

- (a) gedurende die hele ruspouse in sy werk, indien—
 - (i) hy nie vry is om die perseel van sy werkgewer gedurende daardie hele ruspouse te verlaat nie; of
 - (ii) die duur van sodanige ruspouse nie vermeld staan in die aantekeninge wat kragtens artikel 9 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, bygehou moet word nie; en
- (b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgewer is:

Met dien verstande dat wanneer daar bewys word dat daardie werknemer nie gewerk het nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk wat in paragraaf (b) gemeld word, die veronderstelling wat in hierdie subklousule gemaak word, nie op sodanige werknemer vir daardie gedeelte van die tydperk van toepassing is nie.

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Wanneer van 'n werknemer vereis word om op enigeen van die openbare vakansiedae, voorgeskryf in klousule 9 (1), of op 'n Sondag te werk, moet die werkure op sodanige dag, soos voorgeskryf in subklousule (1) van hierdie klousule, hoogstens die gewone ure wees wat gewoonlik op sodanige dag gewerk word en wanneer 'n openbare vakansiedag op Saterdag val, hoogstens vyf uur.

(9) *Oortydwerk.*—Alle tyd wat meer as die maksimum getal ure voorgeskryf in subklousules (1) en (3) van hierdie klousule ten opsigte van 'n dag of 'n week gewerk word, moet as oortydwerk gereken word.

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

(f) whenever protective clothing or an overall owned by the employer is lost or destroyed by an employee or not returned by him on termination of his services, a deduction not exceeding R2 (two rand) in accordance with the provisions of clause 12 (3).

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

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

- (a) in the case of an employee, other than a watchman—
 - (i) 44 in any week from Monday to Friday inclusive;
 - (ii) nine and a quarter in any day;
(A week shall consist of five days only and, save as provided in subclause (10) (c) of this clause, no work shall be performed on a Saturday);
- (b) in the case of a watchman—
 - (i) 48 in any week;
 - (ii) nine per shift;
(A week may consist of six shifts).

(2) An employer shall not require or permit a female employee to work between 6 o'clock p.m. and 6 o'clock a.m.

(3) The ordinary hours of work of a casual employee shall not exceed nine and a quarter 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—

- (i) 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;
- (ii) 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 watchman employed in or about his establishment a rest interval of not less than 10 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 subclauses (4) and (5) of this clause, all hours of work shall be consecutive.

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

- (a) during the whole of any interval in his work if—
 - (i) he is not free to leave the premises of his employer for the whole of such interval; or
 - (ii) the duration of such interval is not shown in the records required to be kept in terms of section 9 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 subclause 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.*—Whenever an employee is required to work on any of the public holidays mentioned in clause 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary daily hours of work as prescribed in subclause (1) of this clause; provided that if such public holiday falls on a Saturday, the number of hours that may be worked shall not exceed five hours.

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

(10) *Beperking van oortydwerk.*—'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 subklousule (c), meer as twee uur op 'n dag;
 - (ii) meer as 10 uur in 'n week;
- (b) in die geval van 'n vroulike werknemer—
 - (i) meer as twee uur op 'n dag;
 - (ii) op meer as drie agtereenvolgende dae;
 - (iii) meer as 10 uur in 'n week;
 - (iv) op meer as 60 dae in 'n jaar;
 - (v) ná voltooiing van haar werkure, meer as een uur op 'n dag, tensy hy—
 - (aa) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (ab) aan sodanige werknemer 'n voldoende maaltyd verskaf het voordat sy met oortydwerk moet begin; of
 - (ac) aan sodanige werknemer betyds 'n toelae van 15 sent betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortydwerk moet begin;
- (c) in die geval van 'n manlike werknemer wat nie gewoonlik op 'n Saterdag werk nie, hoogstens vyf uur op sodanige dag.

(11) *Besoldiging vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk verrig minstens die volgende betaal:

- (a) In die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur nege en 'n kwart vir elke uur of gedeelte van 'n uur aldus op enige dag gewerk;
- (b) in die geval van enige ander werknemer, een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur van die totale oortydwerk op enige dag in enige week verrig.

(12) Van geen werknemer mag vereis word om sonder sy toestemming oortydwerk te verrig nie.

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

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

(15) *Tabak tydens die sweetproses omdraai.*—'n Werknemer wat hierdie werk doen, mag nie toegelaat word om sodanige werk vir langer as drie maande in elke ses agtereenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF

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

- (a) In die geval van 'n werknemer wat nog by hom in diens is sedert 15 Januarie en tot en met 1 Desember van die kalenderjaar waarop die verlof betrekking het, 10 agtereenvolgende werkdae met volle besoldiging: Met dien verstande dat genoemde 10 dae, Kersdag, Gesinsdag en Nuwejaarsdag, één aaneenlopende tydperk van verlof uitmaak;
- (b) in die geval van 'n werknemer wat ná 15 Januarie van die kalenderjaar waarop die verlof betrekking het, in diens geneem word, een dag met volle besoldiging vir elke volle maand diens. 'n Werkgewer kan van sodanige werknemers vereis om bykomende verlof sonder besoldiging tot 'n totale tydperk van hoogstens 10 agtereenvolgende werkdae te neem gedurende die verloftydperk wat in paragraaf (a) hiervan vermeld word;
- (c) ondanks paragrafe (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal dae verlof met volle besoldiging kragtens genoemde subklousules aan hoogstens vyf persent van sy werknemers toe te staan op sodanige tyd gedurende Desember en/of Januarie, onmiddellik daarna, as wat vir die doeltreffende werking van sy besigheid nodig is;
- (d) van 'n werknemer wat per maand besoldig word, kan vereis of hy kan toegelaat word om sy jaarlikse verlof met volle besoldiging, voorgeskryf in paragraaf (a) of (b), op enige ander tyd te neem, maar sodat dit nie later as twee maande ná die voltooiing van elke diensjaar waarop dit betrekking het, begin nie: Met dien verstande dat, as 'n openbare

(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 subclause (c) for more than two hours in any day;
 - (ii) for more than 10 hours in any week;
- (b) in the case of a female employee—
 - (i) for more than two hours in any day;
 - (ii) on more than three consecutive days;
 - (iii) for more than 10 hours in any week;
 - (iv) on more than 60 days in any year;
 - (v) after completion of her working hours for more than one hour in any day unless he has—
 - (aa) given notice thereof to such employee before midday; or
 - (ab) provided such employee with an adequate meal before she has to commence overtime; or
 - (ac) paid such employee an allowance of 15 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- (c) in the case of a male employee not ordinarily working on a Saturday not more than five hours on such a day.

(11) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

- (a) in the case of a casual employee, one and one-third times his daily wage divided by nine and a quarter in respect of each hour or part of an hour so worked on any day;
- (b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any day in any week.

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

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

(14) *Savings.*—The provisions of subclauses (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, and the provisions of subclauses (4), (5), (7) and (10) of this clause shall not apply to a watchman.

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

7. ANNUAL LEAVE

(1) Save as provided in subclauses (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 15 January and up to 1 December of the calendar year to which the leave relates, 10 consecutive working days on full pay: Provided that the said 10 days, Christmas Day, Boxing Day and New Year's Day form one continuous period of leave;
- (b) in the case of an employee who is engaged after 15 January of the calendar year to which such leave relates, one day on full pay in respect of each completed month of employment. An employer may require such employee to take additional leave without pay up to a total period not exceeding 10 consecutive working days during the period of leave stated in paragraph (a) hereof;
- (c) notwithstanding the provisions of paragraphs (a) and (b) and in substitution thereof, an employer shall have the right to grant the number of days leave on full pay in terms of the said subclauses to not more than five per cent of his employees at such time during December and/or 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 paragraph (a) or (b) at any other time but so as to commence within two months after the completion of each year of employment to which the leave relates: Provided that if any public holiday referred to in clause 9 (1) of this

vakansiedag soos in klousule 9 (1) van hierdie Ooreenkoms vermeld, binne die tydperk van sodanige verlof val, 'n ander werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer ten opsigte van elke sodanige dag wat bygevoeg word, 'n bedrag betaal moet word wat gelyk is aan sy dagloon.

(2) *Verlofbesoldiging*.—Besoldiging ten opsigte van die jaarlikse verlof vermeld in subklousule (1) van hierdie klousule, moet op die laaste werkdag vóór die aanvangsdatum van die verlof betaal word.

(3) Aan 'n werknemer wie se dienskontrak eindig voordat die tydperk van verlof vermeld in subklousule (1) opgeloopt het, moet, behoudens klousule 5 (7) (d), by sodanige beëindiging ten opsigte van elke maand van sodanige tydperk van minder as een kalenderjaar minstens een dag se volle besoldiging betaal word, gebaseer op die weekloon wat hy onmiddellik voor dié beëindigingsdatum ontvang het: Met dien verstande dat as 'n werknemer by sy diensbeëindiging sy voorneme bekendmaak om binne 'n tydperk van 30 dae na sy werk terug te keer, die werkgever die verskuldigde verlofbesoldiging kan weerhou en as die werknemer aldus na sy werk terugkeer, moet sodanige afwesigheid vir die toepassing van hierdie subklousule as diens geag word; indien die werknemer nie binne genoemde tydperk van 30 dae na sy werk terugkeer nie, moet die bedrag wat aldus verskuldig is, aan hom betaal word.

(4) In die geval van 'n werknemer wat stukwerk verrig, moet sy loon vir die toepassing van hierdie klousule gebaseer word op die gemiddelde loon wat hy vir gewone tyd gewerk, verdien het, of die naaste 12 weke op volle tyd voor sy vakansieverlof.

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

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer—

- (a) met verlof afwesig is kragtens subklousule (1) van hierdie klousule;
- (b) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) vir 'n tydperk van hoogstens 12 weke in enige jaar vanweë 'n bevalling afwesig is;
- (e) kragtens klousule 8 met siekteverlof afwesig is;
- (f) om ander oorsake as bogenoemdes, vir tydperke van hoogstens een dag per maand afwesig is;

en word dit geag te begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het of die datum waarop hy in diens geneem is, naamlik die jongste datum.

8. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van—

- (a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 20 werkdae; en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het:

Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, wat 'n werknemer met 'n week van vyf dae betref, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, wat enige ander werknemer betref, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 werkdae in elke tydkring van 24 maande diens betaal sal word, behalwe dat gedurende die eerste 24 maande waarin die werknemer bydraes stort, die gewaar-

Agreement falls within the period of such leave, another work-day shall, for each such holiday be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added.

(2) *Leave remuneration*.—Remuneration in respect of annual leave referred to in subclause (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 subclause (1) has accrued, shall, save as provided in clause 5 (7) (d), upon such termination be paid in respect of each month of such period of less than one calendar year not less than one day's full pay based on the weekly wage which he was receiving immediately before the date of such termination: Provided that if upon termination of his employment an employee signifies his intention to return to work within a period of 30 days, the employer may withhold the leave pay due and, if the employee so returns to work, such absence shall for the purposes of this subclause be deemed to be employment; if the employee does not return to work within the said period of 30 days, the amount so owing shall be paid to him.

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

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

(6) For the purposes 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 subclause (1) of this clause;
- (b) undergoing military training in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent for a period not exceeding 12 weeks in any year due to confinement;
- (e) absent on sick leave in terms of clause 8;
- (f) absent for reasons other than the above for periods not exceeding one day per month;

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

8. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 20 work-days; and
- (b) in the case of any other employee, not less than 24 work-days

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period:

Provided that—

- (i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment, and, in the case of any other employee, one work-day in respect of each completed month of employment;
- (ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organization nominated by the employee, which fund or organization guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 work-days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate need

borgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudbepaling van hierdie subklousule, te bowe hoef te gaan nie;

(iii) indien 'n werkgewer, ingevolge enige wet, gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, hierdie klousule nie geld nie.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie egtereenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op besoldiging vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid besoldig vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking "diens" geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—
 - (i) met verlof ingevolge klousule 7;
 - (ii) op las of versoek van sy werkgewer;
 - (iii) met siekteverlof ingevolge subklousule (1);
 - (iv) vir militêre opleiding ingevolge die Verdedigingswet, 1957;

en wel tot 'n totaal in enige jaar van hoogstens 10 weke ten opsigte van (i), (ii) en (iii), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het en wat op nie meer as vier maande altesaam te staan kom nie, en enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Ooreenkoms, word by die toepassing van hierdie klousule geag diens te wees ingevolge hierdie Ooreenkoms, en alle siekteverlof wat met volle besoldiging aan sodanige werknemer in sodanige tydperk toegestaan is, word geag ingevolge hierdie Ooreenkoms toegestaan te gewees het;

- (b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werkgewer moet sy werknemer verlof met volle besoldiging toestaan op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag.

(2) Waar so 'n vakansiedag op 'n Sondag val, moet dit oorgedra word na die daaropvolgende Maandag.

(3) Wanneer 'n openbare vakansiedag soos in subklousule (1) vermeld, op 'n Saterdag val, moet 'n werknemer ten opsigte van sodanige dag 'n addisionele dag se loon betaal word: Met dien verstande dat 'n werkgewer daarop geregtig is om sy werknemer op die eerste Vrydag ná sodanige openbare vakansiedag 'n ander dag met volle besoldiging vry te gee.

(4) *Besoldiging vir werk op Sondae en openbare vakansiedae.*—Wanneer 'n werknemer, uitgesonderd 'n wag, op Sondag of Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Gesinsdag werk, moet sy werkgewer hom, behoudens klousule 6 (8), soos volg besoldig:

- (a) Vir 'n Sondag, minstens dubbel die loon wat aan hom betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, nl. nege en 'n kwart uur: Met dien verstande dat 'n werkgewer 'n werknemer wat op Sondag werk, een en 'n half maal die weekloon in klousule 4 voorgeskryf vir 'n werknemer van sy klas, gedeel deur 44, kan betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word, en hom binne sewe dae na daardie Sondag een dag verlof toestaan en hom daarvoor minstens die weekloon in klou-

not exceed the rate of accrual set out in the first proviso to this subclause;

(iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, the provisions of this section shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

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

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

(i) on leave in terms of clause 7;

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

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

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

amounting in the aggregate in any year to not more than 10 weeks in respect of items (i), (ii) and (iii), plus any period of military training amounting to not more than four months 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 purposes 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;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that an inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS

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

(2) Where such public holiday falls on a Sunday it shall be brought forward to the following Monday.

(3) Whenever any public holiday referred to in subclause (1) falls on a Saturday, an employee shall be paid an additional day's pay in respect of such day: Provided that an employer shall be entitled to grant his employee another day off on full pay in lieu of such day on the first Friday after such public holiday.

(4) *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 on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day, 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 week-day, i.e. nine and a quarter 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 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

sule 4 vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, moet betaal;

- (b) vir Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Gesinsdag, benewens die loon wat kragtens subklousule (1) hiervan aan hom verskuldig is, sy gewone loon vir die tyd wat gewerk is, en waarby elke gedeelte van 'n uur wat gewerk is, as 'n volle uur gereken word.

10. GETALVERHOUDING

- (1) 'n Werkgewer mag nie die volgende in diens hê nie:
- (a) 'n Assistent-voorman, tensy hy 'n voorman in diens het;
- (b) 'n ongekwalifiseerde klerk, tensy hy 'n gekwalifiseerde klerk in sy diens het, en vir elke gekwalifiseerde klerk in sy diens mag hy hoogstens een ongekwalifiseerde klerk in diens hê;
- (c) 'n ongekwalifiseerde werknemer graad I, tensy hy 'n gekwalifiseerde werknemer graad I in sy diens het, en vir elke gekwalifiseerde werknemer graad I in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad I in diens hê;
- (d) meer as twee ongekwalifiseerde werknemers graad II, tensy hy drie gekwalifiseerde werknemers graad II in sy diens het, en vir elke drie gekwalifiseerde werknemers graad II in sy diens mag hy hoogstens twee ongekwalifiseerde werknemers graad II in diens hê;
- (e) 'n jeugdige werknemer, tensy hy 10 werknemers van alle klasse in diens het en vir elke 10 werknemers van alle klasse in sy diens mag hy hoogstens een jeugdige werknemer in diens hê.
- (2) Vir die toepassing van hierdie klousule geld die volgende:
- (a) 'n Werkgewer of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n voorman of gekwalifiseerde klerk verrig, kan as 'n voorman of gekwalifiseerde klerk geag word;
- (b) 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, kan as 'n gekwalifiseerde werknemer geag word;
- (c) 'n jeugdige werknemer wat minstens die loon van 'n werknemer graad III of graad IV ontvang, kan as 'n werknemer graad III of graad IV geag, word, na gelang van die geval.

11. STUKWERK

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

(2) 'n Werknemer mag nie stukwerk in sy bedryfsinrigting invoer nie, tensy hy sy werknemers minstens twee weke kennis gegee het van sy voorneme om dit te doen.

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

(4) 'n Werkgewer moet op 'n opvallende plek in sy bedryfsinrigting 'n staat van die stukwerkskale, genoem in subklousule (1), vertoon hou en mag sodanige skale nie wysig nie, tensy hy sy werknemers minstens twee weke kennis gegee het van die voorgename wysiging.

12. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

(1) 'n Werkgewer moet aan sy werknemer wat loog kook of loogweekwerk verrig, kosteloos behoorlike beskermende bedekking vir die hande en voete verskaf en dit, wanneer nodig, hernuwe ten einde te versker dat dit te alle tye genoegsaam en voldoende is.

(2) (a) 'n Werkgewer moet elkeen van sy werknemers gedurende elke tydperk van 12 maande diens gratis voorsien van twee stelle oorpakke of geskikte beskermende klere wat in 'n goeie toestand en van duursame materiaal is.

Die eerste stel oorpakke of beskermende klere moet voor of op 15 Februarie elke jaar uitgereik word en die tweede stel nie later as ses maande vanaf sodanige datum nie: Met dien verstande dat 'n werknemer wat na 15 Februarie in enige jaar begin werk, binne een maand vanaf die datum van sy indiens-treding deur sy werkgever voorsien moet word van 'n stel oorpakke of beskermende klere.

(b) 'n Werknemer aan wie beskermende klere of 'n oorpak ingevolge subklousule (a) van hierdie klousule uitgereik is, moet sodanige klere of oorpak gedurende alle werkure dra en is

the weekly wage prescribed in clause 4 for an employee of his class, divided by five;

- (b) in respect of New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day, 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 subclause (1) hereof.

10. RATIO

(1) An employer shall not employ—

- (a) an assistant foreman unless he has in his employ a foreman;
- (b) an unqualified clerical employee unless he has in his employ a qualified clerical employee and for each qualified clerical employee employed not more than one unqualified clerical employee may be employed;
- (c) an unqualified Grade I employee unless he has in his employ a qualified Grade I employee and for each qualified Grade I employee employed not more than one unqualified Grade I employee may be employed by him;
- (d) more than two unqualified Grade II employees unless he has in his employ three qualified Grade II employees and for each three qualified Grade II employees employed not more than two unqualified Grade II employees may be employed by him;
- (e) a juvenile employee unless he has in his employ 10 employees of all classes and for each 10 employees of all classes employed not more than one juvenile employee may be employed by him.

(2) For the purposes of this clause—

- (a) an employer or manager who is wholly or mainly engaged in the work of a foreman or a clerical employee, may be deemed to be a foreman or a qualified clerical employee;
- (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class, may be deemed to be a qualified employee;
- (c) a juvenile employee who is receiving a wage of not less than the wage of a Grade III or Grade IV employee, may be deemed to be a Grade III or Grade IV employee, as the case may be.

11. PIECE-WORK

(1) Subject to the provisions of subclauses (2), (3) and (4) of this clause, an employee employed on piece-work shall in respect of any period so employed be paid the full amount earned by him under the piece-work rates: 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 that period.

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

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

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

12. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS

(1) An employer shall supply free of charge to his employee engaged in lye boiling or lye soaking suitable protective covering for the hands and feet of such employee and renew them as often as may be necessary to ensure that they shall at all times be adequate and sufficient.

(2) (a) An employer shall supply each of his employees, free of charge, with two sets of overalls or suitable protective clothing in good condition and of durable material during each period of 12 months' employment.

The first set of such overalls or protective clothing shall be issued not later than 15 February of each year and the second set not later than six months of such date: Provided that an employee who commences work after 15 February during any year shall be issued by his employer with a set of overalls or protective clothing within one month from the date of his engagement.

(b) An employee to whom an overall or protective clothing has been issued in terms of subclause (1) of this clause, shall be required to wear such overall or protective clothing during all

verantwoordelik vir die goeie toestand en was van sodanige beskermende klere of oorpak: Met dien verstande dat 'n werkgewer sy beskermende klere of oorpak kan was: Voorts met dien verstande dat 'n werknemer nie sodanige oorpak of beskermende klere van sy werkgewer se perseel mag verwyder nie behalwe na voltooiing van werk aan die einde van 'n kalenderweek, en wel met die doel om dit te was.

(3) Alle beskermende klere of oorpakke wat ingevolge subklousule (2) van hierdie klousule uitgereik is, bly die eiendom van die werkgewer en moet deur die werknemer by diensbeëindiging terugbesorg word. Die werknemer kan 'n bedrag van hoogstens twee rand van die werknemer in order vir elke stel beskermende klere of oorpakke ingeval die werknemer sy beskermende klere of oorpak verloor, vernietig of nie teruggee nie en hierdie bedrag kan verhaal word uit geld verskuldig aan 'n werknemer by diensbeëindiging of deur middel van 'n aftrekking van 'n werknemer se besoldiging van 'n bedrag van hoogstens 25c per week totdat die volle bedrag verhaal is.

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR

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

14. ORGANISEER VAN WERKNEMERS

Elke werkgewer moet enige beampte van die vakvereniging wat behoorlik gemagtig is, toelaat om van tyd tot tyd gedurende die etensuur 'n seksie van sy bedryfsinrigting, deur die werkgewer aangedui, binne te gaan met die doel om vakverenigingsbedrywighede uit te voer: Met dien verstande dat die werkgewer minstens 24 uur kennis gegee word van die voorneme om die bedryfsinrigting te besoek: Voorts met dien verstande dat enige verteenwoordiger van die werkgewer by sodanige bedrywighede teenwoordig kan wees.

15. LEDEGELD VAN GEREISTREERDE VAKVERENIGING

'n Werkgewer moet op versoek van sy werknemer bedrae as ledegeld van die National Union of Cigarette and Tobacco Workers van die weekloon van sy werknemer aftrek en sodanige ledegeld maandeliks aan die sekretaris van sodanige vakvereniging betaal.

16. DIENSSERTIFIKAAT

Elke werkgewer moet 'n dienssertifikaat aan sy werknemer uitreik wanneer hy die diens van sodanige werkgewer verlaat. Sertifikate moet in die vorm van die Aanhangsel van hierdie Ooreenkoms wees. Alle sertifikate wat deur 'n werkgewer uitgereik word, moet in volgorde genummer en deur die werkgewer of sy verteenwoordiger onderteken wees en 'n afskrif van elke sertifikaat moet deur hom bewaar word.

17. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis gee, in die geval van 'n werknemer wat weekliks werk en een maand kennis in die geval van 'n werknemer wat maandeliks werk, van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of werknemer kan die dienskontrak sonder voorafgaande kennisgewing beëindig deur betaling of verbeuring van minstens—

(a) in die geval van een week kennis, die weekloon;

(b) in die geval van een maand kennis, die maandloon; wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het: Met dien verstande dat dit onderstaande nie raak nie:

(i) 'n Werkgewer of 'n werknemer se reg om die dienskontrak op 'n regsgeldige grond sonder voorafgaande kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir albei partye en vir nie minder as een week nie;

(iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van werknemers wat maandeliks werk en van een week in die geval van werknemers wat weekliks werk, en gedurende hierdie proeftydperk kan die diens met 24 uur aan albei kante beëindig word.

(2) Wanneer 'n ooreenkoms kragtens subklousule (1) (ii) of (iii) van hierdie klousule gesluit is, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waarvoor ooreengekom is.

(3) Die kennisgewing wat in subklousule (1) gemeld word, mag nie met jaarlikse verlof, siekteverlof of enige tydperk van militêre opleiding saamval nie en kennis mag ook nie gedurende daardie tyd gegee word nie. Vir die toepassing van hierdie subklousule beteken siekteverlof 'n tydperk van twee weke, tensy

working hours and shall be responsible for the good condition and laundering of such overall or protective clothing: Provided that an employer may launder his overalls or protective clothing: Provided further that an employee shall not remove such overall or protective clothing from his employer's premises except on completion of work at the end of any calendar week for purposes of laundering.

(3) All protective clothing or overalls issued in terms of subclause (2) of this clause shall remain the property of the employer and shall be returned by the employee at the termination of his service. The employer may collect from the employee a sum of not exceeding two rand in respect of each set of protective clothing or overalls in the event of the employee losing, destroying or not returning his protective clothing or overall, which sum may be recovered by way of set-off out of moneys due to an employee at the termination of his service or by way of deduction from an employee's remuneration of an amount not exceeding 25c per week until the full amount is recovered.

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

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

14. ORGANIZATION OF EMPLOYEES

Every employer shall permit any duly authorized official of the trade union to enter from time to time during the lunch hour a section of the employer's establishment, as may be indicated by the employer, for the purpose of carrying on trade union activities: Provided that not less than 24 hours' notice is given to the employer of the intention to visit the establishment: Provided further that any representative of the employer may be present at such activities.

15. SUBSCRIPTIONS TO REGISTERED TRADE UNION

At the request of his employee an employer shall make deductions from the weekly wages of his employee for subscriptions to the National Union of Cigarette and Tobacco Workers and shall pay such subscriptions over to the secretary of such union, monthly.

16. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment, furnish his employee with a certificate of service, in the form prescribed in the Annexure 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.

17. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice in the case of a weekly employee and one month's notice in the case of a monthly employee of his intention to terminate the contract of employment or an employer or employee may terminate the contract of employment without notice by paying or forfeiting 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 recognized by law as sufficient;

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

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

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

(3) The notice referred to in subclause (1) shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave, sick leave or any period of military training. For the purposes of this subclause, sick leave shall mean a period of two weeks unless the employee has within such period

die werknemer binne daardie tydperk sy werkgever in kennis gestel het van sy siekte en ten opsigte van die tydperk van afwesigheid 'n doktersertifikaat voorgelê het, en in so 'n geval beteken siekteverlof 'n tydperk van 15 weke vanaf die aanvang van die werknemer se afwesigheid.

AANHANGSEL

Verwysingsno.....

DIENSSERTIFIKAAT

Werknemer se naam voluit.....
 Vroeër bekend as.....
 Werknemer se huisadres.....
 Betaalkaartno.
 Graad of beroep.....
 Jongste beroep of graad.....
 Sedert (datum).....
 *Loon ontvang by vertrek, R.....per week/maand, plus
 R.....L.K.T. per week/maand
 Datum van jongste verhoging.....
 Datum van indienstreding.....
 Datum waarop diens verlaat is.....
 Totale tydperk deur hierdie sertifikaat gedek.....jaar
maande.

Naam van fabriek

Werkgever se handtekening

Datum uitgereik.....

*Vermeld in die geval van stukwerkers hul minimum tydloon-skaal per week.

Opmerking.—Hierdie sertifikaat moet noukeurig ingevul en een afskrif aan die werknemer gegee word.

Namens die partye op hede die 20ste dag van Augustus 1975 op Oudtshoorn onderteken.

H. W. ENGELKE, Voorsitter van die Raad.
 A. M. GREEN, Werkgeversverteenvoerder.
 C. DU PREEZ, Werknemersverteenvoerder.
 L. G. FOURIE, Sekretaris van die Raad.

R.42] [9 Januarie 1976

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941

TABAKNYWERHEID

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid, gepubliseer by Goewermentskennisgewing R.41 van 9 Januarie 1976, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN
 Minister van Arbeid

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.

ANNEXURE

Ref. No.....

CERTIFICATE OF SERVICE

Employee's full name.....
 Formerly known as.....
 Employee's house address.....
 Pay card No.....
 Grade or occupation.....
 Last occupation or grade.....
 Since (date).....
 Wage* received at time of leaving, R.....per
 week/month, plus R.....c.o.l.a. per week/month
 Date of last increase.....
 Date of entering service.....
 Date of leaving service.....
 Total period covered by this certificate.....years
months.

Name of factory

Employer's signature

Date of issue.....

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

Note.—This certificate must be filled in accurately and one copy given to the employee.

Signed at Oudtshoorn on behalf of the parties this 20th day of August 1975.

H. W. ENGELKE, Chairman of the Board.
 A. M. GREEN, Representing Employers.
 C. DU PREEZ, Representing Employees.
 L. G. FOURIE, Secretary of the Board.

R.42] [9 January 1976

FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941

TOBACCO MANUFACTURING INDUSTRY

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Tobacco Manufacturing Industry, published under Government Notice R.41 of 9 January 1976, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN
 Minister of Labour

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

BLADSY

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