



REPUBLIC OF SOUTH AFRICA  
**GOVERNMENT GAZETTE**

**STAATSKOERANT**  
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2697

Registered at the Post Office as a Newspaper

PRICE 20c PRYS  
OVERSEAS 30c OORSEE  
POST FREE — POSVRY

REGULASIEKOERANT No. 2697

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 161]

PRETORIA, 24 NOVEMBER 1978

[No. 6226

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 2320

24 November 1978

**INDUSTRIAL CONCILIATION ACT, 1956**

**TOBACCO INDUSTRY (TRANSVAAL)**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Industry shall be binding, with effect from the second Monday after the date of publication of this notice, and for the period ending 30 September 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (f), 19, 20 and 21 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1982, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (7) (f), 19, 20 and 21, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

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**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 2320

24 November 1978

**WET OP NYWERHEIDSVERSOENING, 1956**

**TABAKNYWERHEID (TRANSVAAL)**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Tabaknywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (7) (f), 19, 20 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1982 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (7) (f), 19, 20 en 21 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms, *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6226—1

No. R. 2321

24 November 1978

## INDUSTRIAL CONCILIATION ACT, 1956

## TOBACCO INDUSTRY (TRANSVAAL).—CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 1973 of 29 September 1978, with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)

## AGREEMENT

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

## Tobacco Employers' Organisation

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

## National Union of Cigarette and Tobacco Workers

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

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

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Tobacco Industry (Transvaal)—

(a) by the employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp [including that portion of the Magisterial District of Brits which, prior to 1 June 1972 (Government Notice 872 of 26 May 1972) fell within the Magisterial District of Krugersdorp], Nigel, Pretoria [including those portions of the Magisterial Districts of Cullinan and Brits which, prior to 30 May 1968 and 1 June 1972, respectively (Government Notices 970 of 30 May 1968 and 872 of 26 May 1972), fell within the Magisterial District of Pretoria], Randburg, Randfontein [including that portion of the Magisterial District of Westonaria which, prior to 1 November 1970 (Government Notice 1618 of 2 October 1970), fell within the Magisterial District of Randfontein], Roodepoort and Springs.

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

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in operation until 30 September 1982 or for such period as may be determined by the Minister of Labour.

## 3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition, the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

No. R. 2321

24 November 1978

## WET OP NYWERHEIDSVERSOENING, 1956

## TABAKNYWERHEID (TRANSVAAL).—INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewing R. 1973 van 29 September 1978, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

## BYLAE

## NYWERHEIDSRaad VIR DIE TABAKNYWERHEID (TRANSVAAL)

## OOREENKOMS

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

## Tobacco Employers' Organisation

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

## National Union of Cigarette and Tobacco Workers

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

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

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Tabaknywerheid (Transvaal) nagekom word—

(a) deur die werkgewers wat lede is van die werkgewersorganisasie en alle werknemers wat lede is van die vakvereniging en wat by die Tabaknywerheid betrokke of daarin werksaam is;

(b) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp [met inbegrip van daardie gedeelte van die landdrostdistrik Brits wat voor 1 Junie 1972 (Goewermenskennisgewing 872 van 26 Mei 1972) binne die landdrostdistrik Krugersdorp geval het], Nigel, Pretoria [met inbegrip van daardie gedeeltes van die landdrostdistrikte Cullinan en Brits wat onderskeidelik voor 30 Mei 1968 en 1 Junie 1972 (Goewermenskennisgewings 970 van 30 Mei 1968 en 872 van 26 Mei 1972), binne die landdrostdistrik Pretoria geval het], Randburg, Randfontein [met inbegrip van daardie gedeelte van die landdrostdistrik Westonaria wat voor 1 November 1970 (Goewermenskennisgewing 1618 van 2 Oktober 1970) binne die landdrostdistrik Randfontein geval het], Roodepoort en Springs.

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

## 2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid ingevolge artikel 48 van die Wet op Nywerheidsversoening, 1956, bepaal moet word en bly van krag tot 30 September 1982 of vir sodanige tydperk as wat die Minister van Arbeid bepaal.

## 3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n aangewese bedryf ingevolge die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat aan hom uitgereik deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat aan hom uitgereik deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;



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

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

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

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

(b) for not more than four weeks continuously during any 13 consecutive weeks in a calendar year;

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

"dispatch clerk" means an employee who is engaged in factory clerical duties and who is primarily responsible for the pecking and/or checking of goods for transport or delivery and who may supervise the packing, mass-measuring and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

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

"dispatch clerk, unqualified," means a dispatch clerk who has had less than four years' experience;

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

"establishment" means any premises registrable under the Factories, Machinery and Building Work Act, 1941, as amended from time to time, and any premises in which goods or materials are stored for the purpose of manufacture or packing, and offices concerned directly with factory control, but excluding premises (or parts of premises) used as other offices, or as selling or distribution depots for manufactured goods;

"examiner" means an employee who, under the supervision of a forewoman, assistant forewoman or supervisor examines the work performed by Grade IA, Grade IB, Grade II and Grade III employees and/or labourers for faults or defects in such work and who is responsible for the quality and accuracy of the work performed and who may distribute such work and may keep records relating to his/her duties;

"examiner, qualified," means an examiner who has had not less than 12 months' experience;

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

"experience" means—

(a) in relation to an examiner, sectionman, factory clerical employee, dispatch clerk, receiving clerk, stores attendant or storeman, the total period or periods during which an employee has worked in the Industry as an examiner, sectionman, factory clerical employee, dispatch clerk, receiving clerk, stores attendant or storeman respectively;

(b) in relation to a Grade IA employee, the total period or periods during which an employee has worked in the Industry as a Grade IA employee;

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

(d) in relation to a Grade II employee and/or tobacco packer, the total period or periods during which an employee has worked in the Industry as a Grade II employee and/or tobacco packer;

(e) in relation to an artisan, a quality control supervisor, supervisor (cigarette manufacturing), machine minder or handyman, the total period or periods during which an employee has worked in the Industry as an artisan, a quality control supervisor, supervisor (cigarette manufacturing), machine minder or handyman, respectively;

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

"assistent-voorzvrou" 'n werknemer wat 'n voorvrou help by die verrigting van haar werksaamhede en wat gedurende haar afwesigheid vir haar kan waarneem;

"ketelinstallasie-toesighouer" 'n werknemer wat in beheer is van 'n ketelinstallasie en wat verantwoordelik is vir die doeltreffende werkverrigting en onderhoud van so 'n installasie en van die gemagtigde druk;

"los werknemer" 'n werknemer wat by dieselfde werkgewer in diens is—

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

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

"onderbaas" 'n werknemer wat, onder toesig van 'n voorvrou, assistent-voorzvrou, versendingsklerk, stoorman of toesighouer, in beheer is van werknemers graad II en/of graad III en/of arbeiders;

"versendingsklerk" 'n werknemer wat klerklike werk in 'n fabriek verrig en wat hoofsaaklik verantwoordelik is vir die verpakking en/of kontroliering van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, massa-meet en/of bymekaarmaak van sodanige goedere, die kontroliering van pakkette en die merk en adresseer daarvan;

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

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

"noodwerk" werk wat, weens onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie, sonder versuim gedoen moet word en sluit in werk in verband met die laai en aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens of voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

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

"ondersoeker" 'n werknemer wat, onder toesig van 'n voorvrou, assistent-voorzvrou of toesighouer, die werk wat verrig is deur werknemers graad IA, graad IB, graad II, graad III en/of arbeiders, nasien vir foute of gebreke in daardie werk, en wat verantwoordelik is vir die gehalte en akkuraatheid van die werk wat uitgevoer is en wat dié werk kan uitdeel en aantekeninge hou van sy/haar werksaamhede;

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

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

"ondervinding"—

(a) met betrekking tot 'n ondersoeker, seksiemman, fabrieksklerk, versendingsklerk, ontvangsklerk, voorradebediende of stoorman, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid onderskeidelik as 'n ondersoeker, seksiemman, fabrieksklerk, versendingsklerk, ontvangsklerk, voorradebediende of stoorman gewerk het;

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

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

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

(e) met betrekking tot 'n ambagsman, gehaltebeheertoetsighouer, toesighouer (sigaretvervaardiging), masjienbediener of faktotum, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid onderskeidelik as 'n ambagsman, gehaltebeheertoetsighouer, toesighouer (sigaretvervaardiging), masjienbediener of faktotum gewerk het;

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

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

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

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

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

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

"Grade 1A employee" means an employee employed in or in connection with the manufacture of cigarettes, little cigars, snuff, cut or roll tobacco and in one or more of the following operations:

- (1) Attendant in charge of stem processing which does not include operating a stemming machine or a stem roller;
- (2) operating an automatic polythene bag making, packing and heat sealing machine;
- (3) operating a cigarette making machine;
- (4) operating a cigarette packing machine;
- (5) operating a filter plug and/or wadmaking machine;
- (6) operating a filter tip assembling machine;
- (7) operating a foil rewinding machine;
- (8) operating a fumigation chamber;
- (9) operating a power driven guillotine machine for cutting paper or board;
- (10) operating a rotary scoring and cutting machine;
- (11) operating a threshing and/or leaf cleaning and classifying machine;
- (12) operating a vacuum process conditioning plant;
- (13) operating a pouch packing machine;
- (14) cooking meals—other than rations;
- (15) mass-measuring and recording moisture tests;

"Grade 1A employee, qualified," means a Grade 1A employee who has had not less than two years' experience;

"Grade 1A employee, unqualified," means a Grade 1A employee who has had less than two years' experience;

"Grade 1B employee" means an employee employed in or in connection with the manufacture of cigarettes, little cigars, snuff, cut or roll tobacco and in one or more of the following operations:

- (1) Operating a box banding machine;
- (2) operating a box body making machine and/or shoulder inserting or glueing machine;
- (3) operating a box lid making machine and/or body and lid assembling machine;
- (4) operating a box shoulder cutting machine;
- (5) operating a box shoulder pressing machine;
- (6) operating a box slitting machine;
- (7) operating a casing machine;
- (8) operating a cigarette outer wrapping and/or filling machine;
- (9) operating a ground snuff packing machine;
- (10) operating a hydraulic tobacco press;
- (11) operating a lidding machine;
- (12) operating a machine for making shoulderless cigarette boxes;
- (13) operating a machine for wrapping packeted cigarettes and/or tobacco in transparent material;
- (14) operating a power-driven leaf conditioning machine or plant;
- (15) operating a power-driven lift;
- (16) operating a power-driven paper or board cutting and rewinding machine;
- (17) operating a power-driven steam, vacuum or compressed air box shoulder tubing machine;
- (18) operating a printing and/or labelling machine;
- (19) operating a roasting and drying machine;
- (20) operating a tobacco cutting machine;
- (21) operating a tobacco drying machine (including a cooling machine);
- (22) operating a tobacco packing machine;
- (23) operating a tobacco silo;
- (24) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (25) dryer and separator attendant;
- (26) driving a fork lift truck;
- (27) excise mass-measuring and recording;

"fabrieksklerk" 'n werknemer, nie elders gespesifiseer nie, wat deur middel van skryf of tikwerk in 'n bedryfsinrigting bestellings uitmaak, nasien, berekenings maak, aantekeninge hou van werk verrig en pligte uitgevoer en/of briefwisseling in verband daarmee voer en wat kontant mag invorder en hanteer;

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

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

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

"voortvrou" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling daarvan, wat beheer uitoefen oor en in bevel is van sodanige werknemers, wat daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig en wat die reg het om werknemers in diens te neem of te ontslaan, onderworpe aan bevestiging deur die werkgewer;

"werknemer graad 1A" 'n werknemer wat in diens is in of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak, en wat een of meer van die volgende werksaamhede verrig:

- (1) Oppasser wat toesig hou oor stingelverwerking, uitgesonderd die bediening van 'n stingelafstroopmasjien of 'n stingelwalsmasjien;
  - (2) bediening van 'n outomatiese masjien wat politiensakke maak, verpak en deur middel van hitte verseël;
  - (3) 'n sigaretvervaardigingsmasjien bedien;
  - (4) 'n sigaretverpakkingsmasjien bedien;
  - (5) 'n filterpropvervaardigings- en/of vulselmaakmasjien bedien;
  - (6) 'n filtermondstukmonteeramasjien bedien;
  - (7) 'n masjien wat foelie heropwen bedien;
  - (8) 'n berokingskamer bedien;
  - (9) 'n kragvalmes wat papier of bord sny, bedien;
  - (10) 'n rotasie-inkerf- en -snymasjien bedien;
  - (11) 'n dors- en/of blaarskoonmaak- en -klassifiseermasjien bedien;
  - (12) 'n vakuumproses-kondisioermasjien bedien;
  - (13) 'n tabaksakverpakkingsmasjien bedien;
  - (14) maaltye gaarmaak—uitgesonderd rantsoene;
  - (15) massa meet, en aantekening hou van vogtigheidstoetse;
- "werknemer graad 1A, gekwalifiseer," 'n werknemer graad 1A met minstens twee jaar ondervinding;
- "werknemer graad 1A, ongekwalifiseer," 'n werknemer graad 1A met minder as twee jaar ondervinding;
- "werknemer graad 1B," 'n werknemer in diens in of in verband met die vervaardiging van sigarette, klein sigare, snuif, gekerfde of roltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) 'n Doosombandmasjien bedien;
- (2) 'n doosbakvervaardigingsmasjien en/of skouerinsit- of vasplakmasjien bedien;
- (3) 'n doosdekselvervaardigingsmasjien en/of bak- en dekselmonteeramasjien bedien;
- (4) 'n dooskouersnymasjien bedien;
- (5) 'n dooskouerpersmasjien bedien;
- (6) 'n doosnymasjien bedien;
- (7) 'n geurselmengmasjien bedien;
- (8) 'n sigaretbuiteomhulsel- en/of opvulmasjien bedien;
- (9) 'n masjien vir die verpakking van gemaalde snuit bedien;
- (10) 'n hidrouliese tabakpers bedien;
- (11) 'n dekselaansitmasjien bedien;
- (12) 'n masjien vir die vervaardiging van skouerlose sigaret-dose bedien;
- (13) 'n masjien vir die toedraai van sigarette in pakkies en/of tabak in deursigtige materiaal bedien;
- (14) 'n kragblaarkondisioermasjien of -installasie bedien;
- (15) 'n kraghyser bedien;
- (16) 'n kragaangedrewe papiersny- of bordsny- en heropwenmasjien bedien;
- (17) 'n kragaangedrewe stoom-, vakuüm- of druklugdoos-skouerbuismasjien bedien;
- (18) 'n druk- en/of etiketteermasjien bedien;
- (19) 'n rooster- en droogmasjien bedien;
- (20) 'n tabaksnymasjien bedien;
- (21) 'n tabakdroogmasjien bedien (met inbegrip van 'n koelmasjien);
- (22) 'n tabakverpakkingsmasjien bedien;
- (23) 'n tabaksilo bedien;
- (24) help met en aantekening hou van die ontvangs en/of uitreiking van materiaal en/of vervaardigde goedere;
- (25) versorger van droër en afskeier;
- (26) 'n vurkhywa dryf;
- (27) massa meet en aanteken vir aksynsdoeleindes;



(28) feeding cigarettes into packing machines with open hoppers;

(29) knife grinding;

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

(31) seamstress;

(32) sorting catching and taking off from cigarette making, filter tip assembling and filter plug and/or wadmaking machine;

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

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

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

- (1) Operating a baling machine;
- (2) operating a bundling machine;
- (3) operating a butting machine;
- (4) operating a cigarette ripping machine;
- (5) operating a code dating machine;
- (6) operating a corner cutting machine;
- (7) operating a corner staying machine;
- (8) operating a hand-operated guillotine for cutting paper, board or splitting cake tobacco;
- (9) operating a hand ratchet tobacco press;
- (10) operating a hull refolding machine;
- (11) operating an industrial vacuum cleaner;
- (12) operating a leaf stripping or stemming machine;
- (13) operating a power-driven bulk shuttle conveyor;
- (14) operating a power-driven tobacco dumper;
- (15) operating a power-driven embossing machine;
- (16) operating a power-driven flavour stirring machine;
- (17) operating a power-driven gumming machine;
- (18) operating a power-driven or hydraulic hoist for lifting baled tobacco;
- (19) operating a power-driven lawn-mower;
- (20) operating a power-driven machine for spraying fumigants;
- (21) operating a power-driven machine for turning over tobacco;
- (22) operating a power-driven saw;
- (23) operating a power-driven tobacco mixer or blending cylinder;
- (24) operating a scrap cleaning machine;
- (25) operating a snuff grinding machine;
- (26) operating a stem rolling machine;
- (27) operating a tobacco bag and box wrapping machine;
- (28) assembling of assorted manufactured goods and the packing thereof into containers for dispatch and/or the selecting of stencils for use on such containers;
- (29) assembling shooks or making wooden boxes, cases or crates by hand;
- (30) catching and stacking cartons from monorail;
- (31) drying tobacco on steam or gas pans;
- (32) factory messenger;
- (33) feeding, catching, sorting and taking off from machines in Grades IA, IB and II—not elsewhere specified;
- (34) feeding filter tip assembling machines;
- (35) firing and cleaning a boiler and maintaining water level and steam pressure;
- (36) inserting shoulders into new cigarette boxes by hand;
- (37) labelling by hand;
- (38) making bags, pockets, pouches, or "silent salesmen" by hand;
- (39) making paste;
- (40) making snuff by hand;
- (41) making up and inserting inner paper lining for bulk containers of tobacco;
- (42) motor scooter driver;
- (43) oiling and/or greasing machines or motor vehicles;
- (44) operations incidental to the making and assembling of cigarette boxes (by hand)—not elsewhere specified;
- (45) packing foil bundles of cigarettes into cartons by hand;
- (46) packing ground snuff into retail units not exceeding 28,35 g;
- (47) preparing and/or serving food and/or beverages, other than cooking meals or rations;
- (48) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;
- (49) stemming or stripping tobacco leaves by hand;
- (50) straight-laying tobacco leaves from tangled form;
- (51) supervising the steaming of tobacco;
- (52) tubing board for box shoulders;
- (53) watches on cigarette packing machines;

(28) sigarete in verpakkingsmasjiene met oop vultregters voer;

(29) messe slyp;

(30) sigarete met die hand in dose of blikke pak;

(31) naaister;

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

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

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

"werknemer graad II," 'n werknemer in diens in of in verband met die vervaardiging van sigarete, klein sigare, snuff, gekerfde of roltabak en wat een of meer van die volgende werksaamhede verrig:

- (1) 'n Baalmasjiene bedien;
- (2) 'n bondelmasjiene bedien;
- (3) 'n entmasjiene bedien;
- (4) 'n sigaretbreekmasjiene bedien;
- (5) 'n kode-datummasjiene bedien;
- (6) 'n hoeksnymasjiene bedien;
- (7) 'n hoekverstyermasjiene bedien;
- (8) 'n handvalmes vir die sny van papier en bordpapier of vir die splitsing van koektabak bedien;
- (9) 'n handrateltabakpers bedien;
- (10) 'n omhulselhervoumasjiene bedien;
- (11) 'n nywerheidstofsuijer bedien;
- (12) 'n blaar- of stingelafstroopmasjiene bedien;
- (13) 'n kragaangedrewe heen-en-weervervoerder van groot hoeveelhede bedien;
- (14) 'n kragtabakstorter bedien;
- (15) 'n kragreliëfdrukmasjiene bedien;
- (16) 'n kraggeurroermasjiene bedien;
- (17) 'n kraggommasjiene bedien;
- (18) 'n krag- of hidrouliese hyser vir die oplig van gebaalde tabak bedien;
- (19) 'n kraggrassnyer bedien;
- (20) 'n kragaangedrewe masjiene vir bespuiting met berokingsmiddels bedien;
- (21) 'n kragaangedrewe masjiene om tabak mee om te draai bedien;
- (22) 'n kragsaag bedien;
- (23) 'n kragaangedrewe tabakmenger of -vermengingsilinder bedien;
- (24) 'n afvalskoonmaakmasjiene bedien;
- (25) 'n snuifmaalmasjiene bedien;
- (26) 'n stingelwalsmasjiene bedien;
- (27) 'n tabaksak- en -doostoe draaimasjiene bedien;
- (28) inmekaarsit van allerhande vervaardigde goedere en die verpakking daarvan in houters vir versending en/of die selektering van sjablone vir gebruik op sodanige houters;
- (29) duie met die hand inmekaarsit of houtdose, kiste, of kratte maak;
- (30) kartonne van die eenspoor afhaal en opstapel;
- (31) tabak op stoom- of gaspanne droogmaak;
- (32) fabrieksbode;
- (33) voer, opvang, sorteer en afneem van masjiene in grade IA, IB en II—nie elders gespesifiseer nie;
- (34) filtermondstukmonteeringsmasjiene voer;
- (35) 'n ketel stook en skoonmaak en die waterstand en stoomdruk in stand hou;
- (36) skouers met die hand in nuwe sigaretdose insit;
- (37) met die hand etiketteer;
- (38) sakkies, pakkies, tabaksakkies of "stom verkoopmanne" met die hand maak;
- (39) pasta maak;
- (40) snuff met die hand maak;
- (41) opmaak en insit van papiervoerings vir grootmaattabak-houters;
- (42) bromponiedrywer;
- (43) masjiene of motorvoertuie olie en/of smeer;
- (44) werksaamhede wat in verband staan met die maak en inmekaarsit van sigaretdose (met die hand)—nie elders gespesifiseer nie;
- (45) foeliegebondelde sigarete met die hand in kartonne pak;
- (46) gemaalde snuff verpak in kleinhandeleenhede van hoogstens 28,35 g;
- (47) voorbereiding en/of bediening van voedsel en/of drank, uitgesonderd die gaarmaak van maaltye of rantsoene;
- (48) beskadigde sigaretdose met die hand herstel en inmekaarsit (uitgesonderd skoonmaak);
- (49) stingels of tabakblare met die hand afstroop;
- (50) deurmekaar tabakblare reguit lê;
- (51) toesig hou oor die stoom van tabak;
- (52) bord in buise draai vir doosskouers;
- (53) sigaretverpakkingsmasjiene dophou;

(54) mass-measuring and recording mass—not elsewhere specified;

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

(56) wrapping packeted cigarettes and/or tobacco in transparent material by hand;

(57) writing of assorted code numbers by hand;

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

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

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

- (1) Assisting on delivery vans or vehicles;
- (2) closing of packets of tobacco by heat sealing;
- (3) cooking rations;
- (4) counting packets of snuff leaf for record purposes prior to packing into standard containers;
- (5) delivering messages, letters or goods on foot or by means of a bicycle (other than a motor bicycle) or manually-propelled vehicle;
- (6) feeding a tobacco packet sealing machine;
- (7) lining up and/or opening up of cigarette boxes or hulls for packing machines—by hand;
- (8) lye soaking;
- (9) packing into open and standardised containers—not elsewhere specified;
- (10) packing tobacco in bulk, over 453,6 g up to and including 4,536 kg;
- (11) placing lids or taggers on to empty or filled box bodies or tins by hand;
- (12) placing snuff leaf into mould and pushing into packets at end of mould or folding snuff leaf for heat sealing machine;
- (13) placing packet on end of mould and pushing tobacco of less than 56,70 g into packet at end of mould;
- (14) sealing containers and/or strapping cases;
- (15) stirring flavouring or casing or colouring materials and/or ingredients other than compounding;
- (16) strip wrapping or packeted tobacco;
- (17) supervising snuff leaf steam pans;
- (18) mass-measuring to a set scale;

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

"handyman" means an employee other than an artisan engaged in making or effecting repairs and/or adjustments to machinery, plant, buildings or other equipment: Provided that an employee effecting repairs and/or adjustments to machinery in motion shall be a competent person as defined in regulation 30 of the regulations framed under the Factories, Machinery and Building Work Act, 1941;

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

- (1) Affixing sorted address labels on containers;
- (2) brushing or finishing slides or wedges;
- (3) catching, mass-measuring and/or bundling slides or wedges;
- (4) cleaning damaged cigarette boxes by hand;
- (5) cleaning of tobacco smalls;
- (6) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (7) cleaning tobacco or leaf by hand;
- (8) closing of Cellophane packets of snuff leaf by heat sealing machine and/or stapling machine;
- (9) collecting, sorting and/or bundling used baling material;
- (10) cutting off butts by hand;
- (11) cutting paper from reels by hand;
- (12) damping tobacco or dipping it into liquid;
- (13) feeding cigarette making, sifting and mixing and/or drying machines;
- (14) feeding smalls;
- (15) filling filter-plug trays by hand;
- (16) gardening, including the use of a manually propelled lawn-mower;
- (17) inserting cards and/or wedges by hand;
- (18) loading or unloading;
- (19) making, maintaining or drawing fires and/or removing refuse or ashes;
- (20) making up and closing of corrugated cartons;
- (21) mixing tobacco into blends by hand;
- (22) moving, carrying or stacking articles;
- (23) oiling or greasing vehicles other than motor vehicles;

(54) massa meet en aantekeninge hou van massa—nie elders gespesifiseer nie;

(55) verpakte sigarette of tabak in buitenste omhulsels met die hand toedraai;

(56) sigarette in pakkies en/of tabak in deursigtige materiaal met die hand toedraai;

(57) verskillende kodenommers met die hand skryf;

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

- (1) Op afleweringswaens of voertuie help;
- (2) pakkies tabak toemaak deur middel van hitteverseëling;
- (3) rantsoene gaarmaak;
- (4) pakkies snuifblaar vir dokumentasie tel voordat dit in standaardhouers verpak word;
- (5) boodskappe, briewe of goedere te voet of met 'n fiets (uitgesonderd 'n motorfiets) of handvoertuie aflewer;
- (6) 'n tabakpakkieverseëlmasjien voer;
- (7) sigaretdosies of omhulsels vir verpakkingmasjiene in rye plaas en/of oopmaak—met die hand;
- (8) loogbewerking;
- (9) in oop en standaardhouers verpak—nie elders vermeld nie;
- (10) tabak in grootmaat, meer as 453,6 g en tot en met 4,536 kg, verpak;
- (11) deksels of plaatjies op leë of gevulde doosbakke of blikkies met die hand plaas;
- (12) snuifblaar in vorm plaas en in pakkies by die ent van vorm indruk of snuifblaar vir hitteverseëlmasjiene vou;
- (13) pakkie op die ent van vorm plaas en tabak van minder as 56,70 g in pakkie by ent van vorm indruk;
- (14) houers verseël en/of bande om kiste slaan;
- (15) geurbestanddele, of mengsel- of kleurmateriaal en/of bestanddele roer, maar nie saamstel nie;
- (16) bande om verpakte tabak aanbring;
- (17) toesig hou oor snuifblaarstoompanne;
- (18) op 'n gestelde skaal massa meet;

"terreinopsigter" 'n werknemer wat daarvoor verantwoordelik is om die terrein in 'n goeie orde en toestand te hou, en wat vir dié doel aan die hoof staan van een of meer arbeiders;

"faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat herstelwerk en/of regstellings aan masjinerie, installasie, geboue of ander uitrusting verrig: Met dien verstande dat 'n werknemer wat herstelwerk en/of regstellings verrig aan masjinerie wat in beweging is, 'n bevoegde persoon moet wees soos omskryf by regulasie 30 van die regulasies opgestel ingevolge die Wet op Fabriek, Masjinerie, en Bouwerk, 1941;

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

- (1) Gesorteerde adresetikette aan houers vasheg;
- (2) plaatjies of wiggies borsel of afwerk;
- (3) plaatjies of wiggies opvang, massameet en/of bondel;
- (4) beskadigde sigaretdose met die hand skoonmaak;
- (5) gebreekte stukkie tabak skoonmaak;
- (6) persele, installasies, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (7) tabak of blare met die hand skoonmaak;
- (8) Cellophane-pakkies wat snuifblaar bevat deur middel van hitteverseëlmasjiene en/of krammasjiene toemaak;
- (9) gebruikte baalmateriaal bymekaarmaak, sorteer en/of bondel;
- (10) ente met die hand afsny;
- (11) papier met die hand van rolle afsny;
- (12) tabak klam maak of in vloeistof indoop;
- (13) sigaretvervaardigings-, sif- en meng- en/of droogmasjiene voer;
- (14) gebreekte stukkie tabak in masjiene voer;
- (15) filterpropbakke met die hand volmaak;
- (16) tuinmaak met inbegrip van die gebruik van 'n hand-aangedrewe grassnyer;
- (17) kaartjies en/of wiggies met die hand insit;
- (18) laai of aflaa;
- (19) vuurmaak, vure aan die brand hou of uithaal en/of afval of as verwyder;
- (20) dose van riffelkarton maak en toemaak;
- (21) tabakmengsels met die hand meng;
- (22) artikels verskuif, dra of opstapel;
- (23) voertuie, uitgesonderd motorvoertuie, olie of smeer;



- (24) opening or closing bags, pockets, packets and/or pouches;
- (25) opening or closing boxes or bales, packages or other containers;
- (26) operating a hoist—not elsewhere specified;
- (27) packing tobacco in bulk (over 4,536 kg);
- (28) picking out stems;
- (29) placing and/or turning over cut tobacco on conveyor belts;
- (30) placing on and taking off snuff leaf from steam pans;
- (31) placing bag or packet on funnel;
- (32) placing snuff leaf into packets by hand through a funnel;
- (33) pressing snuff leaf into cartons;
- (34) pushing or pulling a manually propelled vehicle;
- (35) removing tie leaves by hand;
- (36) ripping cigarettes by hand;
- (37) rubber stamping;
- (38) separating and straightening tobacco leaves on conveyor band or table;
- (39) sorting waste cigarettes or cigarette packets or boxes or wrapping material;
- (40) spraying tobacco;
- (41) stencilling—not elsewhere specified;
- (42) taking off and/or packing tobacco leaves from conveyor belt or table;
- (43) turning handle, feeding and taking off from a machine for tarring paper for tobacco bags;
- (44) turning over tobacco by hand (drying or in the process of fermentation);
- (45) tying snuff leaf by hand;
- (46) untying butts by hand;

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

"machine minder" means an employee who is an assistant to a sectionman and may, in the performance of his duties, effect repairs to machines and/or assemble and/or dismantle such machines and who is jointly with the sectionman responsible for the efficient working of such machines and who may operate such machines;

"machine minder, qualified," means an employee who has had not less than three years' experience;

"machine minder, unqualified," means an employee who has had less than three years' experience;

"motor vehicle" means any vehicle designed or intended for propulsion by power other than human or animal power and used for the conveyance of persons employed in an establishment and/or goods other than travellers' samples and advertising material;

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

"night shift" means any period of work the major portion of which falls between 20h00 and 06h00;

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

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

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

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

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

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

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

(24) sakke, sakkies, pakkies en/of tabaksakkies oopmaak of toemaak;

(25) dose of bale, pakette of ander houers oopmaak of toemaak;

(26) 'n hystoestel bedien—nie elders gespesifiseer nie;

(27) tabak in grootmaat verpak (oor 4,536 kg);

(28) stingels uitsoek;

(29) gekerfde tabak op vervoerbande plaas en/of omdraai;

(30) snuifblaar op stoompanne plaas en daarvan afneem;

(31) sak of dosie op tregter plaas;

(32) snuifblaar met die hand deur 'n tregter in pakkies plaas;

(33) snuifblaar in kartonhouers druk;

(34) 'n handvoertuig stoot of trek;

(35) bindblare met die hand verwyder;

(36) sigarette met die hand oopbreek;

(37) rubberstempelwerk;

(38) tabakblare op vervoerband of tafel van mekaar skei en reguit lê;

(39) afvalsigarette of sigaretpakkies of -dose of -toedraai-materiaal sorteer;

(40) tabak bespuit;

(41) sjabloneerwerk—nie elders gespesifiseer nie;

(42) tabakblare van vervoerband of tafel afneem en/of verpak;

(43) slinger draai, voer en afneem van 'n masjien vir die aansmeer van teer aan papier vir tabaksakke;

(44) tabak met die hand omdraai (droogmaak of tydens fermenteerproses);

(45) snuifblaar met die hand vasmaak;

(46) ente met die hand losmaak;

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

"masjienbediener" 'n werknemer wat as assistent van 'n seksieman optree en wat, by die uitvoering van sy pligte, herstelwerk uitvoer aan 'n masjien en/of so 'n masjien inmeekaarsit en/of uitmeekaarhaal en wat saam met die seksieman verantwoordelik is vir die doeltreffende werkverrigting van sodanige masjien en wat sodanige masjien mag bedien;

"masjienbediener, gekwalifiseer," 'n werknemer met minstens drie jaar ondervinding;

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

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

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

"nagskof" 'n werktydperk waarvan die grootste deel tussen 20h00 en 06h00 val;

"n masjien bedien" die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stopsit van 'n masjien (maar nie 'n ander lid van 'n masjienpersoneel wat 'n masjien mag stopsit nie) en omvat dit die uitvoering van kleinere regstellings aan 'n masjien terwyl dit loop en verantwoordelikheid vir die nasien en dophou van die gehalte werk wat deur so 'n masjien gedoen word;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"tobacco packer" means an employee engaged in the mass-measuring and/or packing by hand of cut tobacco and/or navy cut and/or plug tobacco, into packets, pouches, bags or tins containing not more than 454 g net mass;

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

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that, in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 500 kg;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6 (1): Provided that if 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 who patrols premises, guards goods and may search male employees and inspect parcels.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"tabakverpakker" 'n werknemer wat met die hand tabak en/of "navy cut" en/of pruimtabak massameet en/of verpak in pakkies, tabaksakkies, sakkies of blikkies wat 'n netto massa van hoogstens 454 g bevat;

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

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 500 kg te wees;

"loon" die bedrag geld ingevolge klousule 4 betaalbaar aan 'n werknemer vir sy gewone werkure soos in klousule 6 (1) voorgeskryf: Met dien verstande dat indien 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n bedrag betaal wat hoër is as dié wat in klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken;

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

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



(3) Unless the context denotes otherwise, words importing the singular number only shall include the plural number, and vice versa, and words importing the masculine gender only shall include females, and vice versa.

#### CLAUSE 4.—WAGES

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

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

(b) the wage of an employee who works on night shift shall be not less than the daily wage plus 25 per cent for each night shift worked.

|                                                            | Per<br>week<br>R |
|------------------------------------------------------------|------------------|
| Forewoman.....                                             | 75,15            |
| Assistant forewoman.....                                   | 63,05            |
| Artisan.....                                               | 112,50           |
| Boiler plant supervisor.....                               | 71,15            |
| Quality control supervisor—                                |                  |
| during first year's experience.....                        | 51,55            |
| during second year's experience.....                       | 53,35            |
| thereafter.....                                            | 55,75            |
| Supervisor (cigarette manufacturing)—                      |                  |
| during first year's experience.....                        | 51,55            |
| during second year's experience.....                       | 53,35            |
| thereafter.....                                            | 55,75            |
| Supervisor (pipe tobacco).....                             | 52,15            |
| Examiner, unqualified—                                     |                  |
| during first six months' experience.....                   | 40,05            |
| during second six months' experience.....                  | 43,65            |
| Examiner, qualified.....                                   | 48,30            |
| Sectionman, unqualified—                                   |                  |
| during first year's experience.....                        | 55,75            |
| during second year's experience.....                       | 59,40            |
| during third year's experience.....                        | 65,45            |
| Sectionman, qualified.....                                 | 72,70            |
| Machine minder, unqualified—                               |                  |
| during first year's experience.....                        | 53,35            |
| during second year's experience.....                       | 56,35            |
| during third year's experience.....                        | 60,60            |
| Machine minder, qualified.....                             | 66,05            |
| Security officer, male and female.....                     | 58,20            |
| Groundsman.....                                            | 54,55            |
| Factory clerical employee, unqualified—                    |                  |
| during first year's experience.....                        | 41,25            |
| during second year's experience.....                       | 44,90            |
| during third year's experience.....                        | 48,50            |
| during fourth year's experience.....                       | 52,15            |
| Factory clerical employee, qualified.....                  | 57,25            |
| Despatch clerk, receiving clerk and storeman, unqualified— |                  |
| during first year's experience.....                        | 41,25            |
| during second year's experience.....                       | 44,90            |
| during third year's experience.....                        | 48,50            |
| during fourth year's experience.....                       | 52,15            |
| Despatch clerk, receiving clerk and storeman, qualified... | 57,25            |
| Stores attendant, unqualified—                             |                  |
| during first three months' experience.....                 | 38,85            |
| during next six months' experience.....                    | 40,65            |
| during next six months' experience.....                    | 42,80            |
| during next six months' experience.....                    | 44,90            |
| during next three months' experience.....                  | 47,30            |
| Stores attendant, qualified.....                           | 50,00            |
| Motor vehicle driver of—                                   |                  |
| cars and station wagons.....                               | 45,35            |
| vans and lorries—                                          |                  |
| up to 1 362 kg unladen mass.....                           | 45,35            |
| over 1 362 kg up to 2 724 kg unladen mass.....             | 48,95            |
| over 2 724 kg up to 3 632 kg unladen mass.....             | 53,70            |
| over 3 632 kg unladen mass.....                            | 57,55            |
| Part-time motor vehicle driver.....                        | 40,00            |

(3) Tensy die teenoorgestelde uit die samehang blyk, omvat woorde wat net die enkelvoud aandui ook die meervoud, en omgekeerd, en woorde wat net die manlike geslag aandui, omvat ook vroue, en omgekeerd.

#### KLOUSULE 4.—LONE

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

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

(b) die loon van 'n werknemer wat nagskofte werk, minstens die dagloon plus 25 persent moet wees vir elke nagskof wat hy gewerk het.

|                                                                          | Per<br>week<br>R |
|--------------------------------------------------------------------------|------------------|
| Voorvrou.....                                                            | 75,15            |
| Assistent-voorvrou.....                                                  | 63,05            |
| Ambagsman.....                                                           | 112,50           |
| Ketelinstallasie-toesighouer.....                                        | 71,15            |
| Gehaltebeheertoesighouer—                                                |                  |
| gedurende eerste jaar ondervinding.....                                  | 51,55            |
| gedurende tweede jaar ondervinding.....                                  | 53,35            |
| daarna.....                                                              | 55,75            |
| Toesighouer (sigaretvervaardiging)—                                      |                  |
| gedurende eerste jaar ondervinding.....                                  | 51,55            |
| gedurende tweede jaar ondervinding.....                                  | 53,35            |
| daarna.....                                                              | 55,75            |
| Toesighouer (pyptabak).....                                              | 52,15            |
| Ondersoeker, ongekwalifiseer—                                            |                  |
| gedurende eerste ses maande ondervinding.....                            | 40,05            |
| gedurende tweede ses maande ondervinding.....                            | 43,65            |
| Ondersoeker, gekwalifiseer.....                                          | 48,30            |
| Seksieman, ongekwalifiseer—                                              |                  |
| gedurende eerste jaar ondervinding.....                                  | 55,75            |
| gedurende tweede jaar ondervinding.....                                  | 59,40            |
| gedurende derde jaar ondervinding.....                                   | 65,45            |
| Seksieman, gekwalifiseer.....                                            | 72,70            |
| Masjienbediener, ongekwalifiseer—                                        |                  |
| gedurende eerste jaar ondervinding.....                                  | 53,35            |
| gedurende tweede jaar ondervinding.....                                  | 56,35            |
| gedurende derde jaar ondervinding.....                                   | 60,60            |
| Masjienbediener, gekwalifiseer.....                                      | 66,05            |
| Veiligheidsbeampte, man en vrou.....                                     | 58,20            |
| Terreinopsigter.....                                                     | 54,55            |
| Fabrieksklerk, ongekwalifiseer—                                          |                  |
| gedurende eerste jaar ondervinding.....                                  | 41,25            |
| gedurende tweede jaar ondervinding.....                                  | 44,90            |
| gedurende derde jaar ondervinding.....                                   | 48,50            |
| gedurende vierde jaar ondervinding.....                                  | 52,15            |
| Fabrieksklerk, gekwalifiseer.....                                        | 57,25            |
| Versendingsklerk, ontvangsklerk en stoorman, ongekwalifiseer—            |                  |
| gedurende eerste jaar ondervinding.....                                  | 41,25            |
| gedurende tweede jaar ondervinding.....                                  | 44,90            |
| gedurende derde jaar ondervinding.....                                   | 48,50            |
| gedurende vierde jaar ondervinding.....                                  | 52,15            |
| Versendingsklerk, ontvangsklerk en stoorman, gekwalifiseer.....          | 57,25            |
| Voorradebediende, ongekwalifiseer—                                       |                  |
| gedurende eerste drie maande ondervinding.....                           | 38,85            |
| gedurende volgende ses maande ondervinding.....                          | 40,65            |
| gedurende volgende ses maande ondervinding.....                          | 42,80            |
| gedurende volgende ses maande ondervinding.....                          | 44,90            |
| gedurende volgende drie maande ondervinding.....                         | 47,30            |
| Voorradebediende, gekwalifiseer.....                                     | 50,00            |
| Motorvoertuigdrywer van—                                                 |                  |
| motorkarre en stasiewaens.....                                           | 45,35            |
| bestel- en vragwaens—                                                    |                  |
| met 'n onbelaste massa van hoogstens 1 362 kg.....                       | 45,35            |
| met 'n onbelaste massa van meer as 1 362 kg maar hoogstens 2 724 kg..... | 48,95            |
| met 'n onbelaste massa van meer as 2 724 kg maar hoogstens 3 632 kg..... | 53,70            |
| met 'n onbelaste massa van meer as 3 632 kg.....                         | 57,55            |
| Deeltydse motorvoertuigdrywer.....                                       | 40,00            |

|                                                         | Per<br>week<br>R |                                                         | Per<br>week<br>R |
|---------------------------------------------------------|------------------|---------------------------------------------------------|------------------|
| Handyman—                                               |                  | Faktotum—                                               |                  |
| during first three months' experience.....              | 49,70            | gedurende eerste drie maande ondervinding.....          | 49,70            |
| during next three months' experience.....               | 51,55            | gedurende volgende drie maande ondervinding.....        | 51,55            |
| during next three months' experience.....               | 53,35            | gedurende volgende drie maande ondervinding.....        | 53,35            |
| thereafter.....                                         | 55,75            | daarna.....                                             | 55,75            |
| Chargehand.....                                         | 44,25            | Onderbaas.....                                          | 44,25            |
| Team leader—                                            |                  | Spanleier—                                              |                  |
| of Grade IA employees.....                              | 47,55            | van werknemers graad IA.....                            | 47,55            |
| of Grade IB employees.....                              | 45,35            | van werknemers graad IB.....                            | 45,35            |
| of Grade II employees.....                              | 40,60            | van werknemers graad II.....                            | 40,60            |
| of Grade III employees and labourers.....               | 39,25            | van werknemers graad III en arbeiders.....              | 39,25            |
| Grade IA employee, unqualified—                         |                  | Werknemer graad IA, ongekwalifiseer—                    |                  |
| during first three months' experience.....              | 38,85            | gedurende eerste drie maande ondervinding.....          | 38,85            |
| during next six months' experience.....                 | 40,05            | gedurende volgende ses maande ondervinding.....         | 40,05            |
| during next six months' experience.....                 | 41,25            | gedurende volgende ses maande ondervinding.....         | 41,25            |
| during next six months' experience.....                 | 42,80            | gedurende volgende ses maande ondervinding.....         | 42,80            |
| during next three months' experience.....               | 44,60            | gedurende volgende drie maande ondervinding.....        | 44,60            |
| Grade IA employee, qualified.....                       | 46,80            | Werknemer graad IA, gekwalifiseer.....                  | 46,80            |
| Grade IB employee, unqualified—                         |                  | Werknemer graad IB, ongekwalifiseer—                    |                  |
| during first three months' experience.....              | 38,85            | gedurende eerste drie maande ondervinding.....          | 38,85            |
| during next six months' experience.....                 | 39,75            | gedurende volgende ses maande ondervinding.....         | 39,75            |
| during next six months' experience.....                 | 40,65            | gedurende volgende ses maande ondervinding.....         | 40,65            |
| during next six months' experience.....                 | 41,65            | gedurende volgende ses maande ondervinding.....         | 41,65            |
| during next three months' experience.....               | 42,85            | gedurende volgende drie maande ondervinding.....        | 42,85            |
| Grade IB employee, qualified.....                       | 44,50            | Werknemer graad IB, gekwalifiseer.....                  | 44,50            |
| Tobacco packer, unqualified—                            |                  | Tabakverpakker, ongekwalifiseer—                        |                  |
| during first three months' experience.....              | 38,85            | gedurende eerste drie maande ondervinding.....          | 38,85            |
| during next three months' experience.....               | 39,45            | gedurende volgende drie maande ondervinding.....        | 39,45            |
| during next three months' experience.....               | 40,30            | gedurende volgende drie maande ondervinding.....        | 40,30            |
| during next three months' experience.....               | 41,35            | gedurende volgende drie maande ondervinding.....        | 41,35            |
| Tobacco packer, qualified.....                          | 42,85            | Tabakverpakker, gekwalifiseer.....                      | 42,85            |
| Grade II employee, unqualified—                         |                  | Werknemer graad II, ongekwalifiseer—                    |                  |
| during first six months' experience.....                | 38,85            | gedurende eerste ses maande ondervinding.....           | 38,85            |
| during next six months' experience.....                 | 39,30            | gedurende volgende ses maande ondervinding.....         | 39,30            |
| Grade II employee, qualified.....                       | 39,95            | Werknemer graad II, gekwalifiseer.....                  | 39,95            |
| Watchman.....                                           | 39,15            | Wag.....                                                | 39,15            |
| Grade III employee.....                                 | 39,05            | Werknemer graad III.....                                | 39,05            |
| Labourer.....                                           | 38,85            | Arbeider.....                                           | 38,85            |
| Employee in this Agreement not elsewhere specified..... | 39,95            | Werknemer nie elders in hierdie Ooreenkoms gemeld nie.. | 39,95            |

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

(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 the 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 accrue to employees on 15 May, 15 August and 15 November which falls within the respective periods.

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

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

The provisions of this subclause shall also apply in respect of any employee whose services are terminated by an employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer. For the purposes hereof "Agreement" shall include any amendments thereto.

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

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

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

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

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

Hierdie subklousule is ook van toepassing op 'n werknemer wie se diens na die datum van inwerkingtreëning van hierdie Ooreenkoms deur 'n werkgewer beëindig word en wat weer deur sodanige werkgewer in diens geneem word. Vir die toepassing hiervan omvat "Ooreenkoms" alle wysigings daarvan.



(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, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the highest wage in the rising scale;

Provided that—

(i) where the sole difference between classes is in terms of this subclause based on experience the provisions hereof shall not apply; nor shall they apply to an assistant forewoman when so acting for a forewoman, unless she so acts for a continuous period of not less than one week at any one time when it shall apply for the period in excess of such one week;

(ii) an employer shall not require or permit an employee to perform in any one grade work which qualifies him/her for a differential wage in terms of this subclause for a continuous period of more than three months in a calendar year;

(iii) when an employee who has been granted exemption to perform work of a lower grade is called upon to do the work temporarily which he/she performed previously in a higher grade, that employee shall receive the full rate of the higher grade for the time while he/she is so employed.

(6) *Basis of contract.*—For the 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 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) Save as otherwise provided in this Agreement, wages shall be calculated as follows:

(a) *Calculation of monthly wage.*—For the purpose of calculating the monthly wage of an employee for whom a weekly wage is prescribed the weekly wage shall be multiplied by 4 $\frac{1}{2}$ .

(b) *Calculation of weekly wage.*—For the purpose of calculating the weekly wage of an employee who is paid monthly, the monthly wage shall be divided by 4 $\frac{1}{2}$ .

(c) *Calculation of daily wage.*—For the purpose of calculating the daily wage of an employee, the weekly wage shall be divided by 42 and multiplied by the number of normal hours worked for any particular day as prescribed in clause 6 (1) (a) (ii).

(d) *Calculation of hourly wage.*—The hourly wage of an employee shall be calculated by dividing the weekly wage by 42.

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

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

## 5. PAYMENT OF WAGES

(1) *An employee other than a casual employee.*—Save as provided in clause 7 (2), any amount due to an employee shall be paid in cash weekly, or monthly, if the employer and the employee have agreed thereto in writing, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and shall be contained in a sealed envelope showing on

(5) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg besoldig:

(i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval gemeld in paragraaf (b) bedoel, minstens die dagloon bereken teen die hoogste loon in die stygende loonskaal:

Met dien verstande dat—

(i) as die enigste verskil tussen klasse ingevolge hierdie subklousule op ondervinding gebaseer is, die bepaling hiervan nie van toepassing is nie; hulle ook nie van toepassing is op 'n assistent-voortvrou nie wanneer daar vir 'n voortvrou waargeneem word, tensy sy vir 'n ononderbroke tydperk van minstens een week op een slag waarneem, in welke geval dit van toepassing is op die tydperk wat langer as sodanige week is;

(ii) 'n werkgewer nie van 'n werknemer mag vereis of hom toelaat om werk te verrig in enige graad wat hom/haar vir 'n differensiële loon ingevolge hierdie subklousule vir 'n onafgebroke tydperk van meer as drie maande in 'n kalender jaar kwalifiseer nie;

(iii) wanneer 'n werknemer aan wie vrystelling verleen is om werk van 'n laer graad te verrig, opdrag ontvang om tydelik die werk te doen wat hy/sy vroeër in 'n hoër graad verrig het, so 'n werknemer teen die volle loonskaal van die hoër graad besoldig moet word vir die tyd terwyl hy/sy aldus in diens was.

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

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

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

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

(c) *Berekening van dagloon.*—Ten einde die dagloon van 'n werknemer te bereken, moet die weekloon deur 42 gedeel en vermenigvuldig word met die getal gewone ure wat op 'n bepaalde dag gewerk is soos in klousule 6 (1) (a) (ii) voorgeskryf word.

(d) *Berekening van uurloon.*—Die uurloon van 'n werknemer moet bereken word deur die weekloon deur 42 te deel.

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

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

## 5. BETALING VAN LONE

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 7 (2), moet alle bedrae wat aan 'n werknemer verskuldig is, weekliks of maandeliks, indien die werkgewer en werknemer aldus skriftelik ooreengekom het, gedurende die werke 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 verseëld

the outside the employer's and employee's names, the employee's factory number, occupation, classification and rate of wage, the number of ordinary and overtime hours worked, the wage paid in respect of each, the amount of bonus, adjustment or any other payment made, the total wages paid, and the closing date of the period in respect of which payment is made and the amount deducted for trade union fees, Council fees, contributions prescribed under the Unemployment Insurance Act, Act 30 of 1966, and contributions to pensions, provident and sick benefit funds and any other deductions made: Provided that where an agreement in terms of clause 23 (1) (ii) has been entered into for a period of notice of longer than one week, wages may be paid at the end of each such longer period.

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

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

(4) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of any employee: 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 employees nor shall he make any deduction from his employee's wages other than the following:

(a) Deductions for Council funds and the Sick Benefit Fund, and with the written consent of the employee for pension, provident, insurance, savings funds, housing loans and voluntary purchases of tobacco products;

(b) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such an employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer is legally or by any order of any competent court required or permitted to make;

(d) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time, a deduction of the wage for one hour, based on the wage prescribed in clause 4 and calculated in accordance with clause 4 (7) (c), in respect of each hour of such reduction: Provided that such deduction shall not exceed the wage for six hours of such employee in any one week, irrespective of the number of hours by which the ordinary hours of work are reduced: Provided further that no deduction shall be made—

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

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

(e) deductions in terms of clause 14 (5);

(f) with the written consent of an employee, contributions due to the National Union of Cigarette and Tobacco Workers (Johannesburg Branch).

## 6. HOURS OF WORK, ORDINARY 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 male security officer or a watchman—

(i) 42 in any week from Thursday to Wednesday inclusive;

(ii) eight and three-quarters on any day from Monday to Thursday inclusive and eight on any Friday.

koevert wees met, aan die buitekant, die werkgewer en werknemer se name, die werknemer se fabrieksnommer, beroep, klassifikasie en loonskaal, die getal gewone en oortydure gewerk, die loon ten opsigte van elk betaal, die bedrag aan bonus, verrekening of enige ander betaling wat gedoen is, die totale loon wat betaal word en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en bedrag wat afgetrek word vir vakvereniginggelde, Raadsgelde, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringswet, Wet 30 van 1966, en bydraes aan pensioen-, voorsorg- en siektebystandfondse en enige ander aftrekkings: Met dien verstande dat as 'n ooreenkoms ingevolge klousule 23 (1) (ii) aangegaan is vir 'n diensopseggingstyd wat langer as een week is, lone aan die einde van elke sodanige langer tydperk betaal kan word.

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

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

(4) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming op opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra.

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

(6) *Kos en inwoning.*—Behoudens die bepalinge van 'n wet, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of hy 'n plek deur hom aangewys, kos en/of inwoning aan te neem nie.

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

(a) Bedrae vir Raadsfondse en die Siektebystandsfonds, en met die skriftelike toestemming van die werknemer, vir pensioen-, voorsorg-, versekerings- en spaarfondse, huislenings en vrywillige aankope van tabakprodukte;

(b) behoudens andersluidende bepalinge in hierdie Ooreenkoms as 'n werknemer van sy werk af wegbly, uitgesonderd in opdrag of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) wanneer die gewone werkure wat in klousule 6 (1) voorgeskryf word, vanweë korttyd verminder word, die loon vir een uur, gebaseer op die loon voorgeskryf in klousule 4 en bereken ooreenkomstig klousule 4 (7) (c), vir elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking hoogstens die loon van so werknemer vir ses uur in 'n bepaalde week is, ongeag die getal ure waarmee die gewone werkure verminder word: Voorts met dien verstande dat geen aftrekking in die volgende gevalle gemaak mag word nie:

(i) In die geval van korttyd wat ontstaan uit 'n tydelike handelslapte of tekort aan materiaal, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

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

(e) aftrekking kragtens klousule 14 (5);

(f) met die skriftelike toestemming van 'n werknemer, bydraes verskuldig aan die National Union of Cigarette and Tobacco Workers (Johannesburgse tak).

## 6. WERKURE, GEWONE EN OORTYD- EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens—

(a) in die geval van 'n werknemer, uitgesonderd 'n manlike veiligheidsbeampte of 'n wag—

(i) 42 in 'n week van Donderdag tot en met Woensdag;

(ii) agt en 'n driekwart op 'n dag van Maandag tot en met Donderdag, en agt op Vrydag



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 male security officer and a watchman—

(i) 48 in any week from Thursday to Wednesday inclusive;

(ii) eight hours per shift.

A week may consist of six shifts.

For the purposes of this subclause, the expression "day" means any period of 24 consecutive hours reckoned from the time a watchman or security officer commences work.

(2) An employer shall not require or permit a female employee to work between 18h00 and 06h00.

(3) The ordinary hours of work of a casual employee shall not exceed eight and three-quarters in any day.

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

(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 nightwatchman, employed in or about his establishment a rest interval of not less than 10 minutes as nearly as practicable to—

(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 two hours;

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

(6) *Hours of work to be consecutive.*—Save as provided in 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 Buildings 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.*—For the purposes of subclause (1) of this clause, whenever an employee is required to work on a public holiday, referred to in clause 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on Saturday, shall not exceed 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) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime—

(a) in the case of a male employee—

(i) save as provided in paragraph (c), for more than two hours on any day;

(ii) for more than 10 hours in any week;

(b) in the case of a female employee—

(i) for more than two hours on any day;

(ii) on more than three consecutive days;

(iii) for more than 10 hours in any week;

'n Week tel slegs vyf dae, en behoudens subklousule (10) (c) van hierdie klousule, mag geen werk op 'n Saterdag verrig word nie;

(b) in die geval van 'n manlike veiligheidsbeampte en 'n wag—

(i) 48 in 'n week van Donderdag tot en met Woensdag;

(ii) agt uur per skof.

'n Week kan uit ses skofte bestaan.

Vir die toepassing van hierdie subklousule, beteken die uitdrukking "dag" enige tydperk van 24 agtereenvolgende ure, gereken vanaf die tyd wat wag of veiligheidsbeampte begin werk.

(2) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat of tussen 18h00 en 06h00 te werk nie.

(3) Die gewone werkure van 'n los werknemer is hoogstens agt en 'n driekwart uur per dag.

(4) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur op 'n dag aaneen sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag geen werk verrig word nie, en sodanige pouse mag nie as deel van die gewone werkure of oortyd gereken word nie: Met dien verstande dat—

(i) as sodanige pouse langer as een uur duur, enige tyd wat een uur te bowe gaan, as gewone werkure gereken word;

(ii) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(5) *Ruspouses.*—'n Wergewer moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag, in diens in of by sy bedryfsinrigting, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

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

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

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

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

(7) Benewens die tydperk wat 'n werknemer werklik werk, word hy geag te werk—

(a) gedurende sy volle werkpouses, indien—

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

(ii) die duur van so 'n pouse nie aangetoon word in die registers wat ingevolge artikel 9 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gehou moet word nie; en

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

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

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

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

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

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

(i) behoudens paragraaf (c), langer as twee uur op 'n dag;

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

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

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

(ii) op meer as drie agtereenvolgende dae;

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

- (iv) on more than 60 days in any year;
- (v) after completion of her working hours for more than one hour on any day unless he has—
- (aa) given notice thereof to such employee before 12h00; or
- (ab) provided such employee with an adequate meal before she has to commence overtime; or
- (ac) paid such employee an allowance of 25c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- (c) in the case of a male employee not ordinarily working on a Saturday, not more than five hours on such a day.
- (11) *Payment for overtime.*—An employer shall pay his employee at the rate of not less than one and one-half times his wage in respect of all overtime worked by such employee, such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.
- (12) No employee shall be required to work overtime without his consent.
- (13) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.
- (14) *Savings.*—The provisions of subclauses (6) and (10) of this clause shall not apply to a male employee employed on emergency work or work in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work and the provisions of 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 in this operation shall not be permitted to perform such work for a longer period than three months during any six consecutive months.

#### 7. ANNUAL LEAVE

- (1) Save as provided in paragraphs (c) and (d) of this subclause, 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 of the calendar year to which the leave relates, three consecutive weeks on full pay;
  - (b) in the case of an employee who commenced work after 15 January of the calendar year to which such leave relates, one and a quarter days in respect of each completed month of employment on full pay: Provided that an employer may require such employee to take additional leave without pay up to a total period of leave not exceeding three consecutive weeks. For the purposes of this subclause one day's pay shall mean one-fifth of the employee's weekly wage;
  - (c) notwithstanding the provisions of paragraphs (a) and (b) and in substitution therefor, an employer shall have the right to grant the number of days' leave on full pay in terms of the said subclause to not more than five per cent of his employees at such other 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 leave on full pay as prescribed in paragraph (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave relates;
  - (e) whenever any public holidays as defined in clause 9 (1) fall within the period of such leave such holidays shall be added to the said period as a further period of leave of absence on the following basis:
    - (i) should the said public holiday be observed on an ordinary working day such holiday shall be added to the period of leave on full pay;
    - (ii) should the said public holiday fall on a Saturday it shall be observed and paid for in the terms of clause 9 (3);
  - (f) an employer may set off against such period of leave any day of occasional leave, other than sick leave in terms of clause 8, granted on full pay to his employee at his employee's written request during the year of employment to which the period of annual leave relates;
  - (g) the period of such leave shall not be concurrent with sick-leave in terms of clause 8 nor with any period during which the employee undergoes military service, or with any period of notice in terms of clause 23.

- (iv) op meer as 60 dae in 'n jaar;
- (v) na voltooiing van haar gewone werkure, langer as een uur op 'n dag, tensy hy—
- (aa) die werknemer voor 12h00 daarvan in kennis gestel het; of
- (ab) aan die werknemer 'n toereikende ete verskaf het alvorens sy met oortydwerk moet begin; of
- (ac) die werknemer betyds 'n toelae van 25c betaal het om haar in staat te stel om 'n maaltyd te verkry voordat met oortydwerk begin moet word;
- (c) in die geval van 'n manlike werker wat gewoonlik nie op 'n Saterdag werk nie, hoogstens vyf uur op so 'n dag.
- (11) *Besoldiging vir oortydwerk.*—'n Werkgewer moet sy werknemer besoldig teen minstens een en 'n halfmaal sy loonskaal ten opsigte van alle oortyd deur die werknemer gewerk en die oortyd moet die totaal wees van alle tydperke oortyd gedurende 'n week gewerk en 'n breuk van 'n uur moet as 'n uur gereken word.
- (12) Van geen werknemer mag vereis wor om oortyd sonder sy toestemming te werk nie.
- (13) Geen werknemer mag uit sy werk ontslaan of daarin benadeel word omdat hy weier om oortyd te werk nie.
- (14) *Voorbehoudsbepalings.*—Subklousules (6) en (10) van hierdie klousule is nie van toepassing nie op 'n manlike werknemer wat noodwerk verrig of werk in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, en subklousules (4), (5), (7) en (10) van hierdie klousule is nie op 'n wag van toepassing nie.
- (15) *Omdraai van tabak gedurende fermenteerproses.*—'n Werknemer wat hierdie klas werk verrig, mag nie toegelaat word om die werk langer as drie maande gedurende enige ses agtereenvolgende maande te verrig nie.

#### 7. JAARLIKSE VERLOF

- (1) Behoudens paragrafe (c) en (d) van hierdie subklousule, moet 'n werkgewer aan sy werknemer ten opsigte van elke kalenderjaar, jaarlikse verlof wat gedurende die tweede helfte van Desember in daardie jaar moet begin, soos volg toestaan:
  - (a) In die geval van 'n werknemer wat sedert 15 Januarie van die kalenderjaar waarop sodanige verlof betrekking het, in sy diens was, drie agtereenvolgende weke met volle besoldiging;
  - (b) in die geval van 'n werknemer wat begin werk het na 15 Januarie van die kalenderjaar waarop sodanige verlof betrekking het, een en 'n kwart dag teen volle besoldiging ten opsigte van elke voltooiide maand diens: Met dien verstande dat 'n werkgewer van so 'n werknemer kan vereis om bykomende verlof sonder besoldiging te neem vir 'n totale verloftydperk van hoogstens drie agtereenvolgende weke. Vir die toepassing van hierdie subklousule beteken een dag se besoldiging een-vyfde van die werknemer se weekloon;
  - (c) ondanks paragrafe (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal verlofdae met volle besoldiging kragtens genoemde subklousule aan hoogstens 5 persent van sy werknemers op sodanige ander tyd gedurende Desember en/of Januarie onmiddellik daaropvolgende toe te staan as wat vir die doeltreffende bestuur van sy saak nodig mag wees;
  - (d) van 'n werknemer wat maandeliks besoldig word kan vereis word of kan hy toegelaat word om sy verlof met volle besoldiging soos voorgeskryf in paragraaf (a) of (b), op enige ander tyd te neem, maar sodat dit nie later as binne twee maande na voltooiing van elke jaar diens waarop die verlof betrekking het, begin nie;
  - (e) wanneer openbare vakansiedae, soos omskryf in klousule 9 (1), binne sodanige verloftydperk val, moet dié vakansiedae by die genoemde tydperk gevoeg word as 'n verdere verloftydperk, op die volgende grondslag:
    - (i) As die genoemde openbare vakansiedag op 'n gewone werkdag val, moet die vakansiedag by die verloftydperk met volle besoldiging gevoeg word;
    - (ii) as genoemde openbare vakansiedag op 'n Saterdag val, moet dit gereken en moet daarvoor betaal word soos in klousule 9 (3) bepaal;
  - (f) 'n werkgewer kan enige dag geleentheidsverlof, uitgesonderd siekteverlof ingevolge klousule 8, wat op sy werknemer se skriftelike versoek aan sy werknemer met volle besoldiging toegestaan is gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, van die verloftydperk aftrek;
  - (g) die verloftydperk mag nie met siekteverlof ingevolge klousule 8 of met 'n tydperk waarin die werknemer militêre diens ondergaan of met 'n diensopseggingstermyn ingevolge klousule 23, saamval nie.



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

(b) For the purpose of calculating the leave remuneration in the case of night shift workers, the 25 per cent additional allowance in terms of clause 4 (1) (b) shall be added and where occasional night shifts are worked the 25 per cent allowance shall be added pro rata to the period or periods of night shifts worked during the year.

(3) *Annual bonus.*—In addition to the remuneration set out in subclause (2) of this clause, an employer shall pay in December of each year, prior to the granting of annual leave in terms of subclause (1) of this clause, or on dismissal in November or December [other than summary dismissal in terms of clause 23 (1) (i)] to each of his employees—

(a) who has been in his employ for a continuous period of five years or more, three weeks' wages based on actual earnings at the time;

(b) with less than five years continuous service engaged prior to 15 January of the current year 1,9 weeks' wages at the actual rate being paid at the time;

(c) engaged after 15 January of the current year, one-twelfth of 1,9 weeks' wages at the actual rate being paid at the time in respect of each calendar month of service calculated from the first day of the month nearest to the date of engagement and to include the month of December:

Provided that—

(i) in the case of any break in service of more than 30 consecutive days during the year, payment shall be made on the basis of one-twelfth of the said wage for each month of employment, reckoned from 1 January to 31 December;

(ii) for the purpose of calculating the annual bonus in the case of night-shift workers, the 25 per cent additional allowance in terms of clause 4 (1) (b) shall be added, and where occasional night shifts are worked the 25 per cent allowance shall be added pro rata to the period or periods of night shifts worked during the year;

(iii) those employees who are granted leave other than in December shall be paid the annual bonus during December each year on the basis laid down above;

(iv) in the case of an employee proceeding on retirement during the year and before December, he be paid a pro rata share of the annual bonus he would have received that year, the calculation to be based on one-twelfth of the applicable bonus multiplied by the number of completed calendar months up to the time of the employee's going on retirement.

(4) An employee whose contract of employment terminates before the period of leave referred to in subclause (1) accrued, shall upon such termination be paid in respect of each completed month of such period of less than one calendar year not less than one and one-quarter days' pay based on the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who is engaged on piece-work or any system of individual or group incentive scheme shall have his wage for the purposes of this clause based on the average wage he earned for ordinary time worked for the nearest three weeks on full time prior to such holiday leave.

(6) An employee who has become entitled to a period of leave in terms of 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), (4) or (5), whichever is applicable.

(7) 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);

(b) undergoing military service, to a maximum period of nine months in that year;

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

(d) absent for a period not exceeding 14 weeks owing to illness, accident or confinement in terms of section 23 of the Factories Act: Provided that such period or periods of absence is supported by a certificate from a registered medical practitioner in proof of incapacitation for work, which incapacitation shall not be owing to misconduct or

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

(b) Ten einde die jaarlikse verlofbesoldiging in die geval van nagskofwerkers te bereken, moet die addisionele toelae van 25 persent ingevolge klousule 4 (1) (b) bygevoeg word, en waar nagskofte af en toe gewerk word, moet die toelae van 25 persent op 'n pro rata-grondslag gevoeg word by die tydperk of tydperke waarin nagskofte gedurende die jaar gewerk is.

(3) *Jaarlikse bonus.*—Benewens die besoldiging in subklousule (2) van hierdie klousule gemeld, moet 'n werkgewer in Desember elke jaar, voordat jaarlikse verlof ooreenkomstig subklousule (1) van hierdie klousule toegestaan word, of by ontslag in November of Desember [uitgesonderd summier ontslag kragtens klousule 23 (1) (i)] aan elkeen van sy werknemers die volgende betaal:

(a) Werknemers wat vyf jaar of langer ononderbroke by hom in diens was, drie weke se lone gebaseer op die werklike inkomste verdien op daardie tydstop;

(b) werknemers met minder as vyf jaar ononderbroke diens wat voor 15 Januarie van die lopende jaar diens geneem is, 1,9 weke se lone teen die werklike skaal wat op daardie tydstop betaal word;

(c) werknemers wat na 15 Januarie van die lopende jaar in diens geneem is een twaalfde van 1,9 weke se lone teen die werklike skaal wat op daardie tydstop vir elke kalendermaand diens betaal word; bereken vanaf die eerste dag van die maand naaste aan die datum van indiensneming, Desembermaand inbegrepe:

Met dien verstande dat—

(i) in die geval van 'n diensonderbreking van meer as 30 agtereenvolgende dae gedurende die jaar, betaling gedoen word op die grondslag van een twaalfde van genoemde loon vir elke maand diens gereken van 1 Januarie tot 31 Desember;

(ii) ten einde die jaarlikse bonus in die geval van nagskofwerkers te bereken, die addisionele toelae van 25 persent ingevolge klousule 4 (1) (b) bygevoeg moet word, en waar nagskofte af en toe gewerk word, die toelae van 25 persent op 'n pro rata-grondslag gevoeg moet word by die tydperk of tydperke waarin nagskofte gedurende die jaar gewerk is;

(iii) daar aan dié werknemers aan wie verlof op 'n ander tyd as in Desember toegestaan word, die jaarlikse bonus gedurende Desember elke jaar betaal moet word op die grondslag wat hierbo voorgeskryf word;

(iv) daar aan 'n werknemer wat gedurende die jaar en voor Desember gaan aftree, 'n pro rata-deel van die jaarlikse bonus betaal word wat hy daardie jaar sou ontvang, bereken op grondslag van een twaalfde van die betrokke bonus vermenigvuldig met die aantal voltooide kalendermaande diens daardie jaar tot en met sy aftrede;

(4) 'n Werknemer wie se dienskontrak eindig voordat die tydperk van verlof bedoel in subklousule (1) opgehoop het, moet by sodanige beëindiging ten opsigte van elke voltooide maand van sodanige tydperk van minder as een kalenderjaar, minstens een en 'n kwart dag se loon, gebaseer op die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal word.

(5) Die loon van 'n werknemer wat stukwerk verrig of in diens is volgens 'n stelsel van individuele of groepsaanspooringskema moet, vir die toepassing van hierdie klousule, gebaseer word op die gemiddelde loon wat hy verdien het vir gewone tyd gewerk teen volle besoldiging gedurende die naaste drie weke voor sodanige vakansieverlof.

(6) 'n Werknemer wat op 'n verloftydperk geregtig geword het ingevolge subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrae betaal word bedoel in subklousule (1), (4) of (5), na gelang van welke een van toepassing is.

(7) Vir die toepassing van hierdie klousule, word die uitdrukking "diens" geag 'n tydperk of tydperke in te sluit waarby 'n werknemer—

(a) met verlof afwesig is ingevolge subklousule (1);

(b) militêre diens ondergaan, tot 'n maksimum tydperk van nege maande gedurende daardie jaar;

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

(d) afwesig is vir 'n tydperk van hoogstens 14 weke as gevolg van siekte, ongeluk of bevalling ingevolge artikel 23 van die Fabriekswet: Met dien verstande dat sodanige tydperk of tydperke van afwesigheid gestaaf word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn ten bewyse van bevoegdheid om te werk, welke onbevoegdheid

wilful neglect of the person concerned: Provided further that such period of 14 weeks shall only apply to such persons who are in the employ of the same employer when annual leave payments are made when an establishment closes for annual leave;

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

#### 8. SICK LEAVE

(1) An employer shall grant sick leave on full pay in the event of illness to all employees on the basis of seven hours in respect of each full calendar month of service from the date of engagement to the next 30 June, and thereafter of 84 hours from 1 July to the following 30 June; and to all employees who have completed not less than one full period of 12 months employment reckoned from 1 July to 30 June with the same employer, 168 hours in each succeeding period of 24 months.

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

(3) In the case of security officers and watchmen, the periods of seven hours, 84 hours and 168 hours referred to in subclauses (1) and (2), shall be eight hours, 96 hours and 192 hours respectively.

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

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

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

(7) For the purposes of this clause a day shall mean the ordinary hours of work on the day on which the employee was absent from work. In the event of an employee being sick for part of a day it shall mean the actual number of hours during which he did not perform his work.

#### 9. PUBLIC HOLIDAYS AND SUNDAYS

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

For the purposes of this clause, only the days enumerated in each case shall be deemed to be public holidays: Provided that—

(a) whenever Boxing Day falls on a Monday, the following Tuesday shall be deemed to be Boxing Day, and that when Ascension Day falls on Republic Day, 1 June shall be deemed to be a public holiday;

(b) whenever any of these days fall on a Sunday, the following Monday shall be deemed to be that holiday.

nie toe te skryf moet wees aan wangedrag of moedswillige nalatigheid van die betrokke persoon nie: Voorts met dien verstande dat sodanige tydperk van 14 weke slegs van toepassing is ten opsigte van dié persone wat in die diens van dieselfde werkgever is wanneer jaarlikse verlofgelde uitbetal word ten tyde van die bedryfsinrigting se sluiting vir jaarlikse verlof;

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

#### 8. SIEKTEVERLOF

(1) 'n Werkgever moet in die geval van siekteverlof, siekteverlof met volle besoldiging aan alle werknemers toestaan op die grondslag van sewe uur ten opsigte van elke volle kalendermaand diens vanaf die datum van indiensneming tot die volgende 30 Junie, en daarna 84 uur vanaf 1 Julie tot die volgende 30 Junie; en aan alle werknemers wat minstens een volle tydperk van 12 maande diens, gereken van 1 Julie tot 30 Junie, by dieselfde werkgever voltooi het, 168 uur in elke daaropvolgende tydperk van 24 maande.

(2) In die geval van bona fide-diensbeëindiging van 'n werknemer voor die verstryking van die kringloop of tydperke in subklousule (1) bedoel, kan siekteverlof van meer as sewe uur ten opsigte van elke voltooiende maand diens vanaf die aanvang van die lopende kringloop of tydperk wat deur 'n werkgever uitbetal is, deur die werkgever afgetrek word van geld wat aan die werknemer verskuldig is, en waar sodanige geld nie voldoende is om die oormaat te dek nie, moet die werkgever die tekort verhaal van die Transvaal Tobacco Industry Medical Benefit Society.

(3) In die geval van veiligheidsbeamptes en wagt, is die tydperke van sewe uur, 84 uur en 168 uur in subklousules (1) en (2) bedoel, onderskeidelik agt uur, 96 uur en 192 uur.

(4) "Siekte" beteken onvermoë om te werk as gevolg van enige siekte of besering, uitgesonder dié wat deur die werknemer se wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk as gevolg van 'n ongeluk waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevallewet, 1941, slegs as siekte geag word ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen betaling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie: Voorts met dien verstande dat so 'n bedrag nie die bedrag van siektebesoldiging wat aan so 'n werknemer ingevolge subklousule (1) van hierdie klousule verskuldig is, te bowe gaan nie, en dat dit verreken mag word teen sodanige siektebesoldiging.

(5) Bedrae verskuldig vir siekteverlof ingevolge hierdie klousule, moet uitbetal word voor of op die tweede betaaldag nadat die werknemer na die werk teruggekeer het, of in die geval van 'n langdurige siekte, op versoek aan die Nywerheidsraad: Met dien verstande dat die werkgever kan vereis dat 'n sertifikaat geteken deur 'n geregistreerde mediese praktisyn ten opsigte van elke tydperk van siekte waarvoor betaling geëis word, binne 14 dae na die eerste datum van afwesigheid voorgelê word.

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

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

#### 9. OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werkgever moet aan 'n werknemer verlof toestaan op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag en Gesinsdag en hom een vyfde van die voorgeskrewe weekloon betaal ten opsigte van elke sodanige dag.

Vir die toepassing van hierdie klousule, moet slegs die dae wat in elke geval genoem word as openbare vakansiedae geag word: Met dien verstande dat—

(a) wanneer Gesinsdag op 'n Maandag val, die daaropvolgende Dinsdag as Gesinsdag geag word, en dat wanneer Hemelvaartsdag op Republiekdag val, 1 Junie as 'n openbare vakansiedag geag word;

(b) wanneer enigeen van hierdie dae op 'n Sondag val, die daaropvolgende Maandag as dié vakansiedag geag word.



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

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

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

(a) In respect of a Sunday pay him not less than double his ordinary wage in respect of the total period so worked, or remuneration which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or

(b) pay the employee who so worked on a Sunday one and a half times the weekly wage prescribed in clause 4 for an employee of his class, divided by 42 for each hour or part of an hour so worked and grant him within seven days of such Sunday, one day's leave and pay him in respect thereof not less than the weekly wage prescribed in clause 4 for an employee of his class divided by five.

#### 10. PROPORTION OF RATIO

An employer shall not employ—

(a) an unqualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade 1A and Grade 1B employee unless he has in his employ a qualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade 1A and Grade 1B employee respectively, and for each such qualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade 1A and Grade 1B employee not more than one unqualified factory clerical employee or receiving clerk or despatch clerk or storeman, Grade 1A and Grade 1B employee may be employed by him;

(b) more than two unqualified Grade II employees and/or unqualified tobacco packers, unless he employs three qualified Grade II employees and/or qualified tobacco packers and for each three qualified Grade II employees and/or qualified tobacco packers, not more than two unqualified Grade II employees and/or unqualified tobacco packers may be employed by him. For the purposes of this subclause, Grade II employees and tobacco packers shall be treated as one group of employees: Provided that—

(i) an unqualified employee in any of the classes referred to who is in respect of a wage not less than that prescribed for qualified employees of his class may for the purposes of this clause be deemed to be a qualified employee;

(ii) an employee who is wholly or mainly engaged in performing the work of a factory clerical employee, receiving clerk, despatch clerk, and/or storeman may be deemed to be a qualified factory clerical employee, receiving clerk, despatch clerk and/or storeman, as the case may be.

#### 11. PIECE-WORK

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

(2) An employer shall not introduce piece-work or any scheme under which an employee's remuneration is varied according to the quantity or output of work done unless he has given to the employees concerned, and to the Council, not less than two weeks' notice of his intention to do so, and unless he has received the Council's consent to the proposed rates and/or scheme.

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

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

(4) *Betaling vir werk op Sondae.*—Behoudens klousule 6 (8), moet 'n werknemer, uitgesonderd 'n veiligheidsbeampte of wag, wat op 'n Sondag gewerk het, deur sy werkgever—

(a) ten opsigte van 'n Sondag, minstens dubbel sy gewone loon betaal word ten opsigte van die totale tydperk aldus gewerk, of besoldiging van minstens dubbel die gewone loon betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, na gelang van wat die grootste is; of

(b) ten opsigte van werk aldus op 'n Sondag verrig, betaal word teen die skaal van een en 'n half maal die weekloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, gedeel deur 42 vir elke uur of gedeelte van 'n uur aldus gewerk, en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon betaal wat in klousule 4 vir 'n werknemer van sy klas voorgeskryf is, gedeel deur vyf.

#### 10. GETALSVIRHOUDING

'n Werknemer mag nie—

(a) 'n ongekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoorman, werknemer graad IA en werknemer graad IB in sy diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoorman, werknemer graad IA en werknemer graad IB in sy diens het, en vir elke sodanige gekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoorman, werknemer graad IA en werknemer graad IB mag hoogstens een ongekwalifiseerde fabrieksklerk of ontvangsklerk of versendingsklerk of stoorman, werknemer graad IA en werknemer graad IB by hom in diens wees;

(b) meer as twee ongekwalifiseerde werknemers graad II en/of ongekwalifiseerde tabakverpakkers in sy diens hê nie, tensy hy drie gekwalifiseerde werknemers graad II en/of gekwalifiseerde tabakverpakkers in sy diens het en vir elke drie gekwalifiseerde werknemers graad II en/of gekwalifiseerde tabakverpakkers mag hoogstens twee ongekwalifiseerde werknemers graad II en/of ongekwalifiseerde tabakverpakkers by hom in diens wees. Vir die toepassing van hierdie subklousule, moet werknemers graad II en tabakverpakkers as een groep werknemers behandel word: Met dien verstande dat—

(i) 'n ongekwalifiseerde werknemer in enigeen van genoemde klasse wat 'n loon ontvang wat minstens die loon is wat vir gekwalifiseerde werknemers van sy klas voorgeskryf is vir die toepassing van hierdie klousule as 'n gekwalifiseerde werknemer beskou mag word;

(ii) 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n fabrieksklerk, ontvangsklerk, versendingsklerk en/of stoorman verrig, na gelang van die geval, as 'n gekwalifiseerde fabrieksklerk, ontvangsklerk, versendingsklerk en/of stoorman geag mag word.

#### 11. STUKWERK

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

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

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

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

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

## 12. EXEMPTIONS

(1) The Council in its discretion may, subject to the proviso to section 51 (3) of the Act, grant to or in respect of any person exemption from any of the provisions of this Agreement.

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

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

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

## 13. LOG BOOK

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

### DAILY LOG

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

.....  
 Signature of driver

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

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

## 14. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS

(1) An employer shall supply, free of charge, to his employees suitable protective clothing required in terms of the Factories, Machinery and Building Work Act, 1941, and shall renew such clothing as often as may be necessary, to ensure that it shall at all times be adequate and sufficient.

(2) An employer shall, if he has not already done so in terms of a previous agreement, supply each employee, free of charge, with two sets of suitable protective clothing in good condition within six weeks of the commencement of his employment or the coming into operation of this Agreement whichever is the later, and shall renew such protective clothing when necessary but need not do so more than once every 12 months.

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

(4) 'n Werkgewer moet op 'n opvallende plek in sy bedryfs-inrigting 'n tabel van die skale, bedoel in subklousule (1) vertoon hou, en mag hierdie skale nie wysig nie tensy hy sy werknemers en die Raad minstens twee weke kennis gegee het van die voorgename wysiging en hy deur die Raad in kennis gestel is van die aanname van sodanige skale.

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

## 12. VRYSTELLINGS

(1) Die Raad kan na goedvinde en behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, aan of ten opsigte van enige persoon vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge subklousule (1) verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waartydens die vrystelling van krag bly: Met dien verstande dat die Raad na goedvinde en nadat aan die betrokke werkgewer en/of werknemer een week skriftelik kennis gegee is, 'n vrystellingstifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

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

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

## 13. LOGBOEK

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

### DAAGLIKSE LOG

Naam van werkgewer.....  
 Naam van drywer.....  
 Aanvangstyd van werk.....  
 Uitskeityd van werk.....  
 Getal gewone ure gewerk.....  
 Getal oortydure gewerk.....  
 Etenspouse van.....tot.....  
 Ontklaarrakings, ongelukke en/of ander gevalle van oponthoud.....

.....  
 Handtekening van drywer

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

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

## 14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

(1) 'n Werkgewer moet geskikte beskermende klere kosteloos aan sy werknemers verskaf soos vereis kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en moet dit so dikwels hernieu as wat nodig mag wees ten einde te verseker dat dit te alle tye toereikend en voldoende is.

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



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

(4) All protective clothing issued in terms of 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.

(5) The employer may deduct from the employee's remuneration a sum not exceeding 70 per cent of the current cost in respect of each set of protective clothing, in the event of the employee losing or not returning his protective clothing, which amount may be recoverable by way of set-off out of any moneys due to such employee.

#### 15. BEVERAGES

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

#### 16. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

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

#### 17. COUNCIL FEES

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

(a) On the first pay-day after this Agreement comes into operation, and on each pay-day thereafter every employee and every employer in respect of each of his employees, shall contribute an amount of 7c per week or, in the case of monthly paid employees, 30c per month.

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

#### 18. SICK BENEFIT FUND

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

(i) Employees earning over R38,85 per week 24c per week;  
(ii) in the case of monthly paid employees earning over R168,35 per month: R1,04 per month.

(b) The employer shall contribute like amounts in respect of each employee.

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

(2) The Fund shall be applied to the assistance of employees by providing them with free doctor's services, medicine, extraction of teeth, one-third of wages lost through illness for a period not exceeding 13 weeks in any one year: Provided that a doctor's certificate acceptable to the Management Committee is produced.

(3) (a) The Fund shall be administered by a Management Committee appointed by the Council from its members and shall consist of not less than three nor more than five representatives each from the trade union and from the employers' organisation: Provided that an equal number of employees and employers shall be appointed to represent the trade union and employers' organisation. The Management Committee shall administer the Fund in accordance with its constitution which may be amended from time to time: Provided that such constitution and any amendment(s) thereto shall be subject to the approval of the Council.

(b) Should at any time a dispute arise as to the provisions of the constitution or the administration of the Fund in regard to which members of the said Committee are equally divided, and no agreement be arrived at, such dispute shall be

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

(4) Alle beskermende klere wat ingevolge subklousule (2) van hierdie klousule uitgereik word, bly die eiendom van die werkgever en moet deur die werknemer by beëindiging van sy diens terugbesorg word.

(5) Ingeval 'n werknemer sy beskermende klere verloor of nie terugbesorg nie, kan die werkgever 'n bedrag van hoogstens 70 persent van die huidige koste van elke stel beskermende klere van die werknemer se besoldiging aftrek, en hierdie bedrag kan verhaal word deur 'dit af te trek van geld wat aan sodanige werknemer verskuldig is.

#### 15. VERVERSINGS

'n Werkgever moet twee maal per dag gedurende etenspouses tee of koffie (met melk en suiker) kosteloos aan sy werknemers verskaf en ook gedurende hul oggend- of middagruspouse: Met dien verstande dat daar van werknemers vereis kan word om hul eie houters te voorsien.

#### 16. VERBOD OP INDIENSNEEMING VAN ENIGE PERSON ONDER DIE LEEFTYD VAN 15 JAAR

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

#### 17. RAADSFONDSE

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, moet soos volg verskaf word:

(a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet elke werknemer, en elke werkgever ten opsigte van elkeen van sy werknemers, 'n bedrag van 7c per week of, in die geval van maandeliks besoldigde werknemers, 30c per maand bydra.

(b) Die werkgever moet die werknemer se bydrae van sy weeklikse of, waar van toepassing, van sy maandelikse loon aftrek en die totaal aldus afgetrek, saam met sy eie bydraes binne sewe dae na die einde van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

#### 18. SIEKTEBYSTANDSFONDS

(1) (a) Hierby word die siektebystandsfonds, bekend as die Mediese Bystandsvereniging van die Transvaalse Tabaknywerheid, wat in hierdie klousule die "Fonds" genoem word, voortgesit. Die Fonds word in stand gehou deur ondergenoemde bydraes van die werknemers en die werkgevers:

(i) Werknemers wat meer as R38,85 per week verdien: 24c per week;

(ii) in die geval van maandeliks besoldigde werknemers wat meer as R168,35 per maand verdien: R1,04 per maand.

(b) Die werkgever moet ten opsigte van elke werknemer dieselfde bedrag as die werknemer bydra.

(c) Die werkgever moet die werknemer se bydrae van sy weekloon of, waar van toepassing, sy maandloon aftrek en die totaal aldus afgetrek, saam met sy eie bydraes binne sewe dae na die einde van die maand waarin die bydraes afgetrek is, aan die Sekretaris van die Raad stuur.

(2) Die Fonds moet aangewend word vir bystand aan werknemers deur hulle kosteloos te voorsien van die dienste van geneesherre, medisyne, trek van tande, een derde van hul lone wat verloor word weens siekte van hoogstens 13 weke in 'n enkele jaar: Met dien verstande dat 'n doktersertifikaat wat deur die Bestuurskomitee goedgekeur word, voorgelê word.

(3) (a) Die Fonds moet geadministreer word deur 'n Bestuurskomitee wat deur die Raad uit sy lede aangestel word, en moet bestaan uit minstens drie en hoogstens vyf verteenwoordigers elk van die vakvereniging en die werkgeversorganisasie: Met dien verstande dat 'n gelyke getal werknemers en werkgevers aangestel moet word om die vakvereniging en die werkgeversorganisasie te verteenwoordig. Die Bestuurskomitee moet die Fonds administreer ooreenkomstig sy konstitusie, wat van tyd tot tyd gewysig mag word: Met dien verstande dat sodanige konstitusie en wysiging(s) daarvan aan die goedkeuring van die Raad onderworpe is.

(b) Indien daar te eniger tyd 'n geskil ontstaan aangaande die bepalings van die konstitusie of oor die administrasie van die Fonds, waarvoor lede van genoemde Komitee gelykop verdeel is, en geen ooreenkoms bereik word nie, moet so 'n

referred to an arbitrator, agreed upon by them or failing such agreement, nominated by the Minister of Labour, whose decision shall be final.

(4) (a) Disbursements from the Fund in respect of benefits shall cease whenever the amount standing to the credit of the Fund falls below R100 and the payment of further benefits shall not recommence until the amount to the credit of the Fund has again reached the figure of R150.

(b) During any period while payment of benefits has been suspended in terms of paragraph (a) of this subclause, the Management Committee shall cause to be numbered consecutively all valid applications for benefits received by it, in the order in which it has received them, and shall retain such applications for attention in terms of paragraph (c) of this subclause.

(c) Whenever payment of benefits has been resumed after such period of suspension of benefits as set out in paragraph (a) of this subclause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (b) of this subclause.

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

(6) (a) A public accountant to be appointed by the Council shall audit the accounts of the Fund annually and not later than August each year prepare a statement showing—

(i) all moneys received;

(ii) expenditure incurred under all headings during the period ended 30 June preceding, together with a balance sheet showing the assets and liabilities of the Fund. The audited statements and balance sheets shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Secretary for Labour, within three months after the close of the period covered by it.

(b) The funds of the Sick Benefit Fund surplus to requirements for the expenses shall not be invested otherwise than in—

(i) National or local government stock;

(ii) National Savings Certificates;

(iii) Post Office Savings accounts or certificates;

(iv) Savings accounts, permanent shares or fixed deposits in building societies.

(7) In the event of the expiration of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Committee until the Fund be liquidated or be continued by a subsequent agreement: Provided that the Fund shall be liquidated, in the manner for winding up the Fund prescribed in subclause (8), unless an agreement providing for its continuation is entered into within a period of 12 months from the expiration of this Agreement.

(8) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and provide benefits from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted. The members of the Committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes.

(9) Upon liquidation or dissolution of the Fund in terms of subclause (7) or (8) of this clause, the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration, liquidation or dissolution expenses which shall be a first charge against the Fund, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound

geskil verwys word na 'n arbiter, oor wie hulle ooreengekom het of wat, ingeval hulle nie kan ooreenkom nie, deur die Minister van Arbeid benoem moet word, en dié arbiter se beslissing is bindend.

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

(b) Gedurende 'n tydperk waarin betaling van bystand ooreenkomstig paragraaf (a) van hierdie subklousule opgeskort is, moet die Bestuurskomitee alle geldige aansoeke om bystand wat hy ontvang het, agtereenvolgens laat nommer in die volgorde waarin hy hulle ontvang het en moet hy sodanige aansoeke hou om ingevolge paragraaf (c) van hierdie subklousule aandag daaraan te skenk.

(c) Wanneer betaling van bystand hervat word na sodanige tydperk van opskorting van bystand soos in paragraaf (a) van hierdie subklousule uiteengesit, moet voorkeur van betaling van eise gegee word aan dié geldige aansoeke wat gedurende genoemde tydperk ontvang is, en genoemde aansoeke behandel/betaal word in die nommerorde waarin hulle ontvang is soos in paragraaf (b) van hierdie subklousule gemeld word.

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

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

(i) Alle geld ontvang;

(ii) uitgawes aangegaan onder alle hoofde gedurende die tydperk geëindig die voorafgaande 30 Junie, tesame met 'n balansstaat wat die bates en laste van die Fonds aangee. Die geouditeerde state en balansstate moet daarna ter insae lê of die kantoor van die Raad, en kopieë daarvan moet binne drie maande na afsluiting van die tydperk waarvoor dit gaan, aan die Sekretaris van Arbeid gestuur word.

(b) Die fondse van die Siektebystandsfonds wat meer is as wat vir uitgawes nodig is, moet in slegs die volgende belê word:

(i) Staatseffekte of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Opspaarbankrekeninge of -sertifikate;

(iv) Spaarrekeninge, permanente aandele of vaste beleggings in bouverenigings.

(7) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee geadministreer word totdat die Fonds gelikwider of by 'n latere ooreenkoms voortgesit word: Met dien verstande dat die Fonds gelikwider moet word volgens die wyse van beëindiging van die Fonds wat in subklousule (8) voorgeskryf word tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van 12 maande na verstryking van hierdie Ooreenkoms aangegaan word.

(8) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee wat dan bestaan, behoudens die goedkeuring van die Nywerheidsregistrator ooreenkomstig die eerste voorbehoudsbepaling van artikel 34 (2) van die Wet, voortgaan om die Fonds te administreer, en bystand te verskaf uit die geld wat op sodanige datum in die krediet van die Fonds staan tot tyd en wyl sodanige geld uitgeput is. Die lede van die Komitee wat op daardie datum bestaan, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersverteenvoerders in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee.

(9) By likwidasie of ontbinding van die Fonds ingevolge subklousule (7) of (8) van hierdie klousule, moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds betaal is, met inbegrip van administrasie-, likwidasie- of ontbindingskoste wat die Fonds in die eerste instansie ten laste gelê moet word, in die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds gelikwider en



up and the assets distributed, such balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

#### 19. EMPLOYMENT OF TRADE UNION LABOUR

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

(2) The provisions of this clause shall not apply to—

(a) an employer or an employee to whom, in the opinion of the Council, membership of a party to the Agreement has been unreasonably refused by such party;

(b) an immigrant during the first year after the date of his entry into the Republic of South Africa, in respect of his first three months of employment in the Tobacco Industry;

(c) any employee who, in the opinion of the Council, has good cause for objecting to becoming or remaining a member of the trade union.

#### 20. ORGANISATION OF EMPLOYEES

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

#### 21. AGENTS

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

#### 22. CERTIFICATES OF SERVICE AND ENGAGEMENT FORMS

(1) Every employer shall issue a certificate of service free of charge to every employee including casual employees on leaving the employer's service. The certificate shall be in the form of Annexure A to this Agreement, and shall be numbered consecutively, signed by the employer or his representative and a copy retained by the employer.

(2) A further copy of each certificate issued in terms of subclause (1) shall be forwarded to the Secretary of the Council at his registered address within seven days, together with the employee's copy in cases of death or desertion of the employee or other cause rendering it impossible to hand such copy to the employee.

(3) (a) An employer, when engaging an applicant for work, including casual employees, shall complete an Engagement Form (Annexure B to this Agreement) which must be sent to the Secretary of the Council within 14 days of the engagement of the applicant, duly signed by the employer and employee.

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

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

die bates verdeel is, moet sodanige saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

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

#### 19. INDIENSNEMING VAN VAKVERENIGING-ARBEIDSKRAGTE

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

(2) Hierdie klousule is nie op ondergenoemdes van toepassing nie:

(a) 'n Werkgewer of 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van 'n party by die Ooreenkoms onredelik deur daardie party geweier is;

(b) 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika, ten opsigte van die eerste drie maande van sy diens in die Tabaknywerheid;

(c) enige werknemer wat, na die mening van die Raad, om goeie redes daarteen beswaar maak om 'n lid van die vakvereniging te word of te bly.

#### 20. DIE ORGANISEER VAN WERKNEMERS

Elke werkgewer moet enige beamppte van die vakvereniging wat deur die vakvereniging behoorlik daartoe gemagtig is, toelaat om van tyd tot tyd gedurende die etensuur 'n seksie van sy bedryfsinrigting, deur die werkgewer voorgeskryf, te betree met die doel om vakverenigingwerkzaamhede te verrig: Met dien verstande dat die werkgewer minstens 24 uur kennis gegee moet word van die voorneme om die voorgeskrewe seksie van die bedryfsinrigting te besoek: Voorts met dien verstande dat 'n verteenwoordiger van die werkgewer by sodanige werkzaamhede teenwoordig mag wees.

#### 21. AGENTE

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

#### 22. DIENSSERTIFIKAAT EN INDIENSNEMINGVORMS

(1) Elke werkgewer moet 'n dienssertifikaat kosteloos uitreik aan elke werknemer, met inbegrip van los werknemers, wanneer hy die werkgewer se diens verlaat. Die sertifikaat moet in die vorm van Aanhangsel A van hierdie Ooreenkoms wees, moet agtereenvolgend genommer en deur die werkgewer of sy verteenwoordiger onderteken word en 'n kopie daarvan moet deur die werkgewer bewaar word.

(2) Nog 'n kopie van elke sertifikaat wat ooreenkomstig subklousule (1) uitgereik is, moet binne sewe dae aan die Sekretaris van die Raad by sy geregistreerde adres gestuur word, tesame met die werknemer se kopie in gevalle van die dood van of drosterij deur die werknemer of om 'n ander rede wat dit onmoontlik maak om sodanige kopie aan die werknemer te oorhandig.

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

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

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

## 23. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

(i) the right of an employer to terminate a contract of employment without notice after absence without leave for a period of 14 days or for any cause recognised by law as sufficient;

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

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

(2) When an agreement is entered into in terms of subparagraphs (ii) and (iii) of subclause (1), the payment or 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—

(a) annual leave or military service;

(b) sick leave which, for the purposes of this clause, shall not exceed a total of 14 weeks in any calendar year after which the employer may terminate the employment as from the date of commencement of the last period of absence: Provided that such termination shall not relieve the employer of any liability for sick pay due in terms of clause 8 in respect of such last period;

(c) absence on confinement for a period of 14 weeks: Provided that if the employee does not return to work on expiration of the said period of 14 weeks, the provisions of paragraph (b) shall *mutatis mutandis* apply: Provided further that if an employee is absent on confinement more than once in 24 months, her services may be terminated with effect from the day of commencement of the second period of absence on confinement.

## 24. SAVINGS

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not apply to—

managerial, executive, professional, administrative and advertising personnel nor to travellers, traveller's drivers, certificated nursing sisters or medical staff, factory management staff, non-factory clerical and non-factory employees.

## 25. EXHIBITION OF AGREEMENT

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

Signed at Johannesburg on behalf of the parties this 11th day of August 1978.

J. C. L. SMIT, Chairman of the Council.

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

H. J. VAN REENEN, Secretary of the Council.

## 23. BEËINDIGING VAN DIENSKONTRAK

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

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

(b) in die geval van diensopsegging van een maand, die maandloon;

wat die werkgewer ontvang het onmiddellik voor die datum van sodanige diensopsegging: Met dien verstande dat dit nie inbreuk op die volgende maak nie:

(i) Die reg van 'n werkgewer om 'n dienskontrak sonder kennisgewing te beëindig na die afwesigheid van 'n werknemer sonder verlof vir 'n tydperk van 14 dae of om 'n regsgeldige rede;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir diensopsegging van gelyke duur aan albei kante en vir minstens een week;

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

(2) Wanneer 'n ooreenkoms ingevolge subparagrafe (ii) en (iii) van subklousule (1) aangegaan is, moet die betaling of verbeuring in die plek van diensopsegging in verhouding wees tot die kennisgewingstermyn waarvoor ooreengekom is.

(3) Die diensopsegging in subklousule (1) bedoel, mag nie saamval nie met—

(a) jaarlikse verlof of militêre diens;

(b) siekteverlof, wat vir die toepassing van hierdie klousule altesaam hoogstens 14 weke in 'n kalenderjaar mag wees, waarna die werkgewer diens mag beëindig met ingang van die datum van die begin van die laaste tydperk van afwesigheid: Met dien verstande dat sodanige diensbeëindiging nie die werkgewer onthef van aanspreeklikheid vir siekebesoldiging verskuldig ingevolge klousule 8 ten opsigte van sodanige laaste tydperk nie;

(c) afwesigheid tydens 'n bevalling vir 'n tydperk van 14 weke: Met dien verstande dat indien die werknemer nie na haar werk terugkeer na verstryking van genoemde tydperk van 14 weke nie, paragraaf (b) *mutatis mutandis* van toepassing word: Voorts met dien verstande dat indien 'n werknemer as gevolg van 'n bevalling meer as een keer in 24 maande afwesig is haar dienste beëindig kan word met ingang van die datum van die begin van die tweede tydperk van afwesigheid as gevolg van 'n bevalling.

## 24. VOORBEHOUDSBEPALING

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die Ooreenkoms nie van toepassing nie op—

bestuurs-, uitvoerende, professionele, administratiewe en reklamepersoneel, en ook nie op handelsreisigers, handelsreisigers se motordrywers, gediplomeerde verpleegsters of mediese personeel, fabrieksbestuurspersoneel, ander klerke as fabrieksklerke en ander werknemers as fabriekswerknemers nie.

## 25. VERTONING VAN OOREENKOMS

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

Namens die partye op hede die 11de dag van Augustus 1978 te Johannesburg onderteken.

J. C. L. SMIT, Voorsitter van die Raad.

C. DU PREEZ, Ondervoorsitter van die Raad.

H. J. VAN REENEN, Sekretaris van die Raad.



## ANNEXURE A/AANHANGSEL A

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSSVAAL)  
212/3 York House, 57 Rissik Street, Johannesburg, 2001. Telephone 834-5787

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSSVAAL)  
York House 212/3, Rissikstraat 57, Johannesburg, 2001. Telefoon 834-5787

## CERTIFICATE OF SERVICE/DIENSSERTIFIKAAT

Employee's full name  
Werknemer se naam voluit.....

Formerly known as  
Voorheen bekend as..... N.I. No.....

Home address  
Huisadres.....

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

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

Last occupation  
Laaste beroep..... No..... Department  
Afdeling..... since  
vanaf.....

\*Weekly wage on termination  
\*Weeklikse loon by uitdienstreding R.....

Date of entering service  
Datum van indienstreding..... Date of leaving service  
Datum van diensverlating.....

Total experience in Tobacco Industry  
Totale ondervinding in Tabaknywerheid..... years  
jaar..... months.  
maande.....

Name of factory/Naam van fabriek.....

Date of issue  
Uitreikingsdatum..... Employer's signature/Werkgewer se handtekening.....

- \* In case of a piece-worker, please state average earnings for ordinary time during the last three weeks worked.  
\* In die geval van 'n stukwerker, meld asseblief die gemiddelde verdienste gedurende die laaste drie weke gewerk.

## ANNEXURE B/AANHANGSEL B

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSSVAAL)  
212/3 York House, 57 Rissik Street, Johannesburg, 2001. Telephone 834-5787

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID (TRANSSVAAL)  
York House 212/3, Rissikstraat 57, Johannesburg, 2001. Telefoon 834-5787

## ENGAGEMENT FORM/INDIENSNEMINGSVORM

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

Employee's surname (Mr/Mrs/Miss)  
Werknemer se familienaam (Mnr./Mev./Mej.)..... Race  
Ras.....

Christian names  
Voornaam..... Reference No.  
Verwysing No.....

Previously known as  
Voorheen bekend as..... Date of birth  
Geboortedatum.....

Home address  
Huisadres.....

Name of factory  
Naam van fabriek..... Clock Card No.  
Klokkaart No.....

Occupation  
Beroep..... No..... Department  
Afdeling..... Grade  
Graad.....

Commencing wage  
Aanvangsloon R..... per week/month  
per week/maand..... Date of engagement  
Datum van indiensneming.....

Total previous experience  
Totale vorige ondervinding..... No. of certificate of service  
No. van dienssertifikaat.....

Date of issue  
Uitreikingsdatum..... Employer's signature/Werkgewer se handtekening.....

## STATEMENT OF EXPERIENCE/STAAT VAN ERVARING

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

| Previous employers in Tobacco Industry<br>Vorige werkgevers in Tabaknywerheid | Period employed<br>Tydperk in diens | Occupation<br>Beroep | Last scale of wages<br>Jongste loonskaal |
|-------------------------------------------------------------------------------|-------------------------------------|----------------------|------------------------------------------|
|                                                                               |                                     |                      |                                          |
|                                                                               |                                     |                      |                                          |
|                                                                               |                                     |                      |                                          |
|                                                                               |                                     |                      |                                          |
|                                                                               |                                     |                      |                                          |
|                                                                               |                                     |                      |                                          |
|                                                                               |                                     |                      |                                          |

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

Witness  
Getuie..... Employee's signature/Werknemer se handtekening.....

## ANNEXURE C/AANHANGSEL C

INDUSTRIAL COUNCIL FOR THE TOBACCO INDUSTRY (TRANSVAAL)  
212/3 York House, cor. of Rissik and Kerk Streets, Johannesburg, 2001. Telephone 834-5787

NYWERHEIDSRaad VIR DIE TABAKNYWERHEID (TRANSVAAL)  
York House 212/3, h/v Rissik- en Kerkstraat, Johannesburg, 2001. Telefoon 834-5787

## SICK LEAVE RETURN/SIEKTEVERLOFOPGAWE

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

## CALCULATION OF SICK LEAVE PAY/BEREKENING VAN SIEKTEVERLOFBETALING

Entitlement in current cycle, or to next 30 June  
In huidige kringloop of tot volgende 30 Junie geregtig op.....

Employer paid since commencement of cycle, or 1 July last  
Werkgewer het sedert begin van laaste kringloop of 1 Julie laas, reeds betaal..

Employee still entitled to  
Werknemer nog geregtig op.....

Paid by employer in respect of above illness:  
Deur werkgewer betaal ten opsigte van bogemelde siekte:

|                                                                          |                     |                                           |
|--------------------------------------------------------------------------|---------------------|-------------------------------------------|
| <div style="border: 1px solid black; width: 150px; height: 20px;"></div> | Hours<br>Uur @..... | per hour, Total<br>per uur, Totaal R..... |
|--------------------------------------------------------------------------|---------------------|-------------------------------------------|

Employer's signature/Werkgewer se handtekening.....

## FOR SICK FUND'S USE ONLY/SLEGS VIR GEBRUIK DEUR SIEKTEBYSTANDSFONDS

|                                                                          |                                                                                       |                           |        |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------|--------|
| Time lost as above<br>Tyd verloor soos hierbo bereken.....               | hours<br>uur @.....                                                                   | per week<br>per week..... | R..... |
| Prev. paid by M.B.F.<br>Voorheen uitbetaal deur Siektebystandsfonds..... | $\frac{1}{2}$ due by M.B.F.<br>$\frac{1}{2}$ verskuldig deur Siektebystandsfonds..... |                           | R..... |
| Total to date<br>Totaal tot op datum.....                                | Cheque No.<br>Tjek No.....                                                            |                           |        |

Chairman  
Voorsitter.....

Secretary  
Sekretaris.....

No. R. 2322 24 November 1978

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941

## TOBACCO INDUSTRY (TRANSVAAL)

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Tobacco Industry published under Government Notice R. 2320 of 24 November 1978, 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.

S. P. BOTHA, Minister of Labour.

No. R. 2322 24 November 1978

WET OP FABRIEKE, MASJINERIE  
EN BOUWERK, 1941

## TABAKNYWERHEID (TRANSVAAL)

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid gepubliseer by Goewermentskennisgewing R. 2320 van 24 November 1978, 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 bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.



No. R. 2323

24 November 1978

## INDUSTRIAL CONCILIATION ACT, 1956

## AUTOMOBILE MANUFACTURING INDUSTRY, EASTERN PROVINCE.—SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Automobile Manufacturing Industry, shall be binding, with effect from 1 January 1979 and for the period ending 31 December 1980, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 10, shall be binding, with effect from 1 January 1979 and for the period ending 31 December 1980, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 January 1979 and for the period ending 31 December 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 10, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE AUTOMOBILE MANUFACTURING INDUSTRY (EASTERN PROVINCE)

## AGREEMENT

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

The Eastern Province Automobile Manufacturers' Association

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

S.A. Yster-, Staal- en Verwante Nywerhede-Unie  
and

The National Union of Motor Assembly and Rubber Workers of South Africa

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

being parties to the Industrial Council for the Automobile Manufacturing Industry, Eastern Province.

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Automobile Manufacturing Industry—

(a) by the employers and employees who are members of the employers' organisation and trade unions, respectively;

(b) in the Magisterial Districts of Port Elizabeth and Uitenhage.

No. R. 2323

24 November 1978

## WET OP NYWERHEIDSVERSOENING, 1956

## OUTOMOBIELNYWERHEID, OOSTELIKE PROVINSIE. — AANVULLENDE WERKLOOSHEID-BYSTANDSFONDSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Outomobielenywerheid betrekking het, met ingang van 1 Januarie 1979 en vir die tydperk wat op 31 Desember 1980 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 10, met ingang van 1 Januarie 1979 en vir die tydperk wat op 31 Desember 1980 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 10, met ingang van 1 Januarie 1979 en vir die tydperk wat op 31 Desember 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

## BYLAE

## NYWERHEIDSRaad VIR DIE OUTOMOBIEL-NYWERHEID (OOSTELIKE PROVINSIE)

## OOREENKOMS

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

The Eastern Province Automobile Manufacturers' Association

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

S.A. Yster-, Staal- en Verwante Nywerhede-Unie  
en

The National Union of Motor Assembly and Rubber Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Outomobielenywerheid, Oostelike Provinsie.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Outomobielenywerheid nagekom word—

(a) deur die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakverenigings is;

(b) in die landdrostdistrikte Port Elizabeth en Uitenhage.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement of the Automobile Manufacturing Industry, Eastern Province, published in terms of the Act;

(b) not apply to apprentices and pupil technicians, nor to employees who, having been engaged prior to 1 January 1979, elect not to participate in the Fund established in terms of clause 4 of this Agreement.

(3) Employees engaged as apprentices and/or pupil technicians on or after 1 January 1979 shall, upon completion of their apprenticeship or training, become and remain participants of the Fund.

(4) Any employee engaged prior to 1 January 1979 may at any time exercise an option in writing to participate in the said Fund, in which event he shall become and remain a participant. Subject to the provisions of subclause (2) (b) of this clause, employees engaged after 1 January 1979 shall participate in the Fund established in terms of clause 4 of this Agreement.

(5) Membership of a company fund shall not be transferable and contributions and benefits shall cease when an employee leaves the service of his employer.

## 2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on a date to be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, and shall remain in force for a period of 24 months.

## 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 unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Automobile Manufacturing Industry” or “Industry” means the industry in which employers and employees are associated for the assembly of motor vehicles from new components on an assembly line and includes the manufacture or fabrication or assembly of any motor vehicle parts or components or combinations thereof when carried on by such employers, whether performed on an assembly line or elsewhere and operations incidental thereto or consequent thereon, irrespective of the premises where the work is performed;

“basic wage” or “basic pay” means the ordinary rate of pay (exclusive of overtime and allowances for shift work) actually received by an employee;

“calendar month” means the period commencing on the first day of any month and ending on the last day of that month;

“calendar year” means that period commencing on the first day of January of any year and ending on the 31st day of December of that year;

“Council” means the Industrial Council for the Automobile Manufacturing Industry, Eastern Province;

“Fund” means the Fund established in terms of clause 4 of this Agreement;

“lay-off” means the occasions when, at the instance of the employer, the employee's employment is terminated or temporarily suspended or his working hours are reduced by reason of the discontinuance or reduction of a plant or operation: Provided such lay-off is not as a consequence of—

(a) disciplinary action for any good and sufficient reason;

(b) any strike or lock-out and/or any slowdown, work stoppage or concerted action of any kind at any plant or plants; or any dispute of any kind in South Africa;

(c) non-production at a plant or plants due to high delinquent absenteeism;

(d) any war or hostile act of a foreign power or organisation or body;

(e) sabotage, riot or insurrection;

(f) any breakdown or unavailability of plant, machinery or material resulting in a lay-off of one day or less;

(g) any act of God; or

(h) any curfew measures;

“Main Agreement” means any current agreement for the Automobile Manufacturing Industry, Eastern Province, published in terms of section 48 of the Act, in which wages are prescribed or, in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in die Hoofooreenkoms van die Outomobielywerheid, Oostelike Provinsie, voorgeskryf word wat kragtens die Wet gepubliseer is;

(b) nie van toepassing op vakleerlinge en leerlingtegnici nie en ook nie op werknemers wat voor 1 Januarie 1979 in diens geneem is en verkies om nie deel te neem in die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms ingestel word nie.

(3) Werknemers wat op of ná 1 Januarie 1979 as vakleerlinge en/of leerlingtegnici in diens geneem word, moet by voltooiing van hul vakleerlingskap of opleiding deelnemers in die Fonds word en bly.

(4) 'n Werknemer wat voor 1 Januarie 1979 in diens geneem word, kan te eniger tyd die opsie skriftelik uitoefen om in genoemde Fonds deel te neem en in dié geval word en bly hy 'n deelnemer. Behoudens subklousule (2) (b) van hierdie klousule, moet werknemers wat ná 1 Januarie 1979 in diens geneem word, deelneem in die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms ingestel word.

(5) Lidmaatskap van 'n maatskappyfonds is nie oordraagbaar nie en bydraes en bystand eindig as 'n werknemer die diens van sy werkgever verlaat.

## 2. DATUM EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoenig bepaal en bly van krag vir 'n tydperk van 24 maande.

## 3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde blyk, sluit woorde wat die manlike geslag aandui ook die vroulike in; voorts, tensy dit onbestaanbaar is met die sinsverband, beteken—

“Outomobielywerheid” of “Nywerheid” die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir die montering van motorvoertuie uit nuwe komponente op 'n monterbaan en omvat dit die vervaardiging of fabrisering of montering van motorvoertuigonderdele of -komponente of kombinasies daarvan wanneer dit deur sodanige werkgevers uitgeoefen word, of dit op 'n monterbaan of elders uitgevoer word, asook werksaamhede in verband daarmee of wat daaruit voortspruit, afgesien van die terrein waar die werk uitgevoer word;

“basiese loon” of “basiese besoldiging” die gewone loon (uitgesonderd dié vir oortydwerk en toelaes vir skofwerk) wat 'n werknemer werklik ontvang;

“kalendermaand” die tydperk wat op die eerste dag van 'n maand begin en op die laaste dag van daardie maand eindig;

“kalenderjaar” die tydperk wat op die eerste dag van Januarie van 'n jaar begin en op die 31ste dag van Desember van daardie jaar eindig;

“Raad” die Nywerheidsraad vir die Outomobielywerheid, Oostelike Provinsie;

“Fonds” die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms ingestel word;

“diensopskorting” die tyd wanneer die werknemer se diens in opdrag van die werkgever beëindig of tydelik opgeskort of sy werkure verminder word vanweë die beëindiging of vermindering van 'n installasie of werksaamheid: Met dien verstande dat sodanige diensopskorting nie as gevolg van die volgende geskied nie:

(a) Dissiplinêre optrede om 'n afdoende rede;

(b) 'n staking of uitsluiting en/of sloerstaking, werkstopsetting of gesamentlike optrede van enige aard by 'n installasie of installasies, of 'n geskil van enige aard in Suid-Afrika;

(c) nie-produksie by 'n installasie of installasies as gevolg van hoë opsetlike afwesigheidsyfer;

(d) oorlog of vyandige daad van 'n vreemde moondheid of organisasie of liggaam;

(e) sabotasie, onluste of oproer;

(f) onklaarraking of nie-beskikbaarheid van installasie, masjinerie of materiaal wat lei tot diensopskorting van hoogstens een dag;

(g) 'n natuurramp; of

(h) aandrake;

“Hofooreenkoms” enige geldige ooreenkoms vir die Outomobielywerheid, Oostelike Provinsie, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word of, by ontstentenis van sodanige ooreenkoms, die jongste loonooreenkoms wat kragtens die Wet vir die Nywerheid gepubliseer is;



"motor vehicle" means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft;

"normal work week" means that period of seven consecutive days in respect of which payment is made on the usual pay-day of an establishment or section of an establishment;

"remuneration" means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment.

#### 4. SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND

(1) There is hereby established a fund known as the "Supplemental Unemployment Benefit Fund for the Automobile Manufacturing Industry", hereinafter referred to as the "Fund".

(2) The Fund shall be composed of separate accounts for each individual employer and each such account shall be known as a "company fund".

(3) Each company fund shall consist of—

- (a) all contributions paid by an employer and his employees in terms of clause 6;
- (b) all interest derived from the investment of any moneys of the company fund;
- (c) any other moneys to which the company fund may become entitled.

(4) The object of the Fund is to provide benefits to employees who lose earnings as a result of a lay-off.

#### 5. ADMINISTRATION

(1) Each company fund shall be administered by a management committee appointed by the Council and consisting of two representatives of the employers and two representatives of the employees. Each committee shall elect a chairman who shall have a deliberative vote only.

(2) The Secretary of the Council shall act as secretary to the management committees.

(3) Should any management committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(4) The Council may at any time make, alter or repeal rules governing the administration of the Fund and such rules shall not be inconsistent with the terms of this Agreement. The management committees may make recommendations to the Council concerning the rules.

(5) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

(6) All moneys received by the Council from an employer shall be deposited in a special account in the name of the employer's company fund at a bank or financial institution designated by the management committee concerned.

(7) Any moneys regarded by a management committee as being surplus to its immediate requirements may be placed on deposit with a bank or registered building society.

(8) A public accountant shall be appointed by the Council to audit the accounts of the company funds annually and to prepare a statement showing—

(a) all income received—

- (i) in terms of clause 6 of this Agreement;
- (ii) from any other source; and

(b) expenditure incurred under all headings during the 12 months ended 30 June preceding, together with a statement showing the assets and liabilities of the company fund.

(9) The audited statements shall be presented to the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, within three months after the end of the period covered thereby.

(10) The members of the management committees and their alternates and the members of the Council shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by such local representatives or by reason of any other matter or thing save individual wilful and fraudulent wrongdoing on the part of such members or alternates or on the part of such local representatives who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether

"motorvoertuig" 'n vervoermiddel op wyle wat elektries of meganies (uitgesonderd met stoom) aangedryf word en wat bedoel is vir karweiwerk en/of vir die vervoer van persone en/of goedere en/of vragte, uitgesonderd enige uitrusting wat bedoel is om op vaste spore te loop, sleepwaens wat bedoel is om vragte van 20 ton of meer te vervoer of vliegtuie;

"gewone werkweek" dié tydperk van sewe opeenvolgende dae ten opsigte waarvan besoldiging op die gewone betaaldag van 'n bedryfsinrigting of seksie van 'n bedryfsinrigting geskied;

"besoldiging" die betaling in geld of goedere of sowel in geld as goedere wat aan 'n persoon geskied of aan hom ver-skuldig is en wat in watter opsig ook al uit sy werk voortspruit.

#### 4. AANVULLENDE WERKLOOSHEIDBYSTANDSFONDS

(1) Hierby word 'n fonds, bekend as die "Aanvullende Werkloosheidsbystandsfonds vir die Outomobielnywerheid", ingestel, hierna genoem die "Fonds".

(2) Die Fonds bestaan uit afsonderlike rekenings vir elke individuele werkgever en elke sodanige rekening staan bekend as 'n "maatskappyfonds".

(3) Elke maatskappyfonds bestaan uit—

- (a) alle bydraes wat ingevolge klousule 6 deur 'n werk-gegewer en sy werknemers betaal word;
- (b) alle rente wat uit die belegging van geld van die maatskappyfonds verkry word;
- (c) alle ander geld waarop die maatskappyfonds geregtig word.

(4) Die doel met die Fonds is om bystand te verleen aan werknemers wat verdienste verloor as gevolg van diens-opskorting.

#### 5. ADMINISTRASIE

(1) Elke maatskappyfonds word geadminestreer deur 'n bestuurskomitee deur die Raad aangestel wat bestaan uit twee verteenwoordigers van die werkgegewers en twee verteenwoordigers van die werknemers. Elke komitee kies 'n voorsitter wat slegs 'n gewone stem het.

(2) Die Sekretaris van die Raad tree op as sekretaris vir die bestuurskomitees.

(3) Indien 'n bestuurskomitee om enige rede nie in staat is om sy pligte na te kom nie moet die Raad dié pligte uitvoer en dié bevoegdhede uitoefen.

(4) Die Raad kan te eniger tyd reëls vir die administrasie van die Fonds opstel, wysig of herroep en sodanige reëls mag nie onbestaanbaar wees met hierdie Ooreenkoms nie. Die bestuurskomitees kan aanbevelings by die Raad doen in verband met die reëls.

(5) Alle uitgawes wat by die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(6) Alle geld wat die Raad van 'n werkgegewer ontvang, moet in 'n spesiale rekening op naam van die werkgegewer se maatskappyfonds gestort word by 'n bank of finansiële instelling wat deur die betrokke bestuurskomitee aangewys word.

(7) Alle geld wat die bestuurskomitee nie vir sy onmiddellike behoeftes nodig het nie, kan by 'n bank of geregistreerde bougenootskap gedeponeer word.

(8) Die Raad moet 'n openbare rekenmeester aanstel om jaarliks die rekenings van die maatskappyfonds te ouditeur en om 'n staat voor te berei wat die volgende aantoon:

(a) Alle inkomste ontvang—

- (i) ingevolge klousule 6 van hierdie Ooreenkoms;
- (ii) uit alle ander bronne; en

(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig die voorafgaande 30 Junie, tesame met 'n staat wat die bates en laste van die maatskappyfonds toon.

(9) Die geouditeerde state moet aan die Raad voorgelê word en kopieë daarvan moet binne drie mende ná die einde van die tydperk wat daardeur gedek word aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(10) Die lede van die bestuurskomitees en hul plaas-ervangers en die lede van die Raad is nie aanspreeklik nie vir enige verlies vir die Fonds wat spruit uit onbehoorlike belegging wat te goeder trou gemaak is of uit enige optrede by die bona fide-administrasie van die Fonds of uit die nalatigheid of bedrog van 'n agent of werknemer wat in diens geneem is hoewel sy diens streng gesproke nie nodig was nie of uit enige optrede of versuim te goeder trou deur sodanige lede of plaaservangers of deur sodanige plaaslike verteenwoordigers begaan of uit enige ander omstandigheid of ding behalwe individuele opsetlike en bedrieglike misdryf deur sodanige lede of plaaservangers of deur sodanige plaaslike verteenwoordigers, wie se aanspreeklikheid dan ter sprake kom. Elke sodanige lid of plaaservanger moet deur die Fonds vergoed word vir enige geldelike verpligtinge deur hom aangegaan by

civil or criminal, arising out of an allegation involving bad faith in which judgment is given in favour or in which he is acquitted.

### 6. CONTRIBUTIONS

(1) Every employee who is a member of the Fund, shall, subject to the provisions of clause 8 (1), contribute to the company fund of his employer an amount which shall be deducted from his weekly, fortnightly or monthly wage by his employer. The amount of the weekly contributions shall be based on the employee's labour grade as contemplated in the Main Agreement and in accordance with the following Schedule:

| Labour Grade           | Contribution<br>c |
|------------------------|-------------------|
| Grade 1 employee.....  | 34,5              |
| Grade 2 employee.....  | 34,5              |
| Grade 3 employee.....  | 34,5              |
| Grade 4 employee.....  | 38,5              |
| Grade 5 employee.....  | 42,5              |
| Grade 6 employee.....  | 46,0              |
| Grade 7 employee.....  | 54,0              |
| Grade 8 employee.....  | 61,5              |
| Grade 9 employee.....  | 70,0              |
| Grade 10 employee..... | 77,0              |
| Grade 11 employee..... | 100,0             |
| Grade 12 employee..... | 108,0             |

(2) To the aggregate of the amounts so deducted during any calendar month, the employer shall add an equal amount and forward the total amount to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6000, not later than the seventh day of the month following that to which it refers, together with a statement in such form as the Council may from time to time prescribe.

(3) Notwithstanding the provisions of subclause (1), no contribution shall be deducted from the wages of an employee who receives no remuneration in respect of any normal work week.

(4) An employee shall on termination of service not be entitled to a refund of his contributions.

### 7. BENEFITS

Subject to the remaining provisions of this clause—

(1) an employee who is a member of the Fund and who, as a result of a lay-off receives remuneration equivalent to less than four days' basic pay in respect of any normal work week shall be eligible for a benefit from the Fund;

(2) the benefit shall be paid in respect of each hour less than the equivalent of four normal work-days worked in any normal work week and shall be based on the employee's labour grade as contemplated in the Main Agreement at the following rates:

| Labour Grade           | Cents per<br>hour |
|------------------------|-------------------|
| Grade 1 employee.....  | 45                |
| Grade 2 employee.....  | 45                |
| Grade 3 employee.....  | 45                |
| Grade 4 employee.....  | 50                |
| Grade 5 employee.....  | 55                |
| Grade 6 employee.....  | 60                |
| Grade 7 employee.....  | 70                |
| Grade 8 employee.....  | 80                |
| Grade 9 employee.....  | 90                |
| Grade 10 employee..... | 100               |
| Grade 11 employee..... | 130               |
| Grade 12 employee..... | 140;              |

(3) benefits become due and payable to the employee on the first normal pay-day following the week during which the lay-off occurred. In the event of a lay-off, the employer shall notify the management committee thereof and furnish the committee with such details as may be required. To facilitate administration, the management committee may authorise the employer to make the necessary payment direct to the employee, in which event the employer shall be reimbursed from his company fund;

(4) no employee shall receive a benefit of more than 80 hours in any calendar year: Provided that if he had not completed one year's membership of the Fund at the time of the lay-off, he shall not receive a benefit of more than six and two-thirds hours for each completed month of membership of the Fund;

(5) an employee shall not be eligible for benefits in respect of any period during which he is—

(a) undergoing military service;

die verdediging van geregtelike stappe, hetsy siviël of krimineel, wat spruit uit 'n aantyging waarby kwaaië trou betrokke is en waarin die uitspraak ten gunste van hom gegee word of waarin hy vrygespreek word.

### 6. BYDRAES

(1) Behoudens klousule 8 (1), moet elke werknemer wat lid van die Fonds is tot die maatskappyfonds van sy werkgever 'n bedrag bydra wat sy werkgever van sy weeklikse, twee-weeklikse of maandelikse loon moet aftrek. Die bedrag van die weeklikse bydraes moet gebaseer wees op die werknemer se werknemersgraad soos beoog in die Hoof-ooreenkoms, en in ooreenstemming met die volgende tabel wees:

| Werknemersgraad         | Bydrae<br>c |
|-------------------------|-------------|
| Werknemer graad 1.....  | 34,5        |
| Werknemer graad 2.....  | 34,5        |
| Werknemer graad 3.....  | 34,5        |
| Werknemer graad 4.....  | 38,5        |
| Werknemer graad 5.....  | 42,5        |
| Werknemer graad 6.....  | 46,0        |
| Werknemer graad 7.....  | 54,0        |
| Werknemer graad 8.....  | 61,5        |
| Werknemer graad 9.....  | 70,0        |
| Werknemer graad 10..... | 77,0        |
| Werknemer graad 11..... | 100,0       |
| Werknemer graad 12..... | 108,0       |

(2) Die werkgever moet by die totaal van die bydraes wat gedurende 'n kalendermaand aldus afgetrek is 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die maand ná die een waarop dit betrekking het aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6000, stuur, tesame met 'n staaf in sodanige vorm as wat die Raad van tyd tot tyd voorskryf.

(3) Ondanks subklousule (1), mag geen bydrae afgetrek word van die loon van 'n werknemer wat geen besoldiging ten opsigte van 'n gewone werkweek ontvang nie.

(4) 'n Werknemer is by diensbeëindiging nie geregtig op terugbetaling van sy bydraes nie.

### 7. BYSTAND

Behoudens die oorblywende bepalings van hierdie klousule—

(1) kom 'n werknemer wat lid is van die Fonds en wat as gevolg van 'n diensopskorting besoldiging ontvang wat gelyk is aan minder as vier dae se basiese besoldiging ten opsigte van 'n gewone werkweek, in aanmerking vir bystand uit die Fonds;

(2) moet die bystand betaal word ten opsigte van elke uur wat minder is as die ekwiwalent van vier gewone werkdade wat in 'n gewone werkweek gewerk is en gebaseer word op die werknemer se werknemersgraad soos beoog in die Hoof-ooreenkoms, teen die volgende tariewe:

| Werknemersgraad         | Sent per<br>uur |
|-------------------------|-----------------|
| Werknemer graad 1.....  | 45              |
| Werknemer graad 2.....  | 45              |
| Werknemer graad 3.....  | 45              |
| Werknemer graad 4.....  | 50              |
| Werknemer graad 5.....  | 55              |
| Werknemer graad 6.....  | 60              |
| Werknemer graad 7.....  | 70              |
| Werknemer graad 8.....  | 80              |
| Werknemer graad 9.....  | 90              |
| Werknemer graad 10..... | 100             |
| Werknemer graad 11..... | 130             |
| Werknemer graad 12..... | 140;            |

(3) is bystand aan die werknemer verskuldig en betaalbaar op die eerste gewone betaaldag ná die week waarin die diensopskorting plaasgevind het. In die geval van 'n diensopskorting moet die werkgever die bestuurskomitee daarvan in kennis stel en aan die komitee sodanige besonderhede verskaf as wat nodig is. Ten einde die administrasie te vergemaklik, kan die bestuurskomitee die werkgever magtig om die nodige besoldiging regstreeks aan die werknemer te betaal, en in dié geval moet die werkgever uit die maatskappyfonds vergoed word;

(4) mag geen werknemer bystand van meer as 80 uur in 'n kalenderjaar ontvang nie: Met dien verstande dat as hy ten tyde van die diensopskorting nie een jaar se lidmaatskap van die Fonds voltooi het nie, hy bystand van hoogstens ses en twee-derde uur mag ontvang vir elke voltooide maand se lidmaatskap van die Fonds;

(5) kom 'n werknemer nie in aanmerking vir bystand nie vir 'n tydperk waarin hy—

(a) militêre diens ondergaan;



(b) entitled to payment of retirement, disability or illness allowances payable either by the employer or under statutory Government measures;

(c) on regular vacation leave or on sick leave in terms of any agreement of the Council;

(d) on study leave, examination leave or any kind of other special leave;

nor shall he be eligible for benefits if he is absent from work on the day immediately preceding or the day immediately succeeding the lay-off period, unless his absence was for one of the reasons set out above;

(6) no benefits shall be paid by the Fund during the first 12 months of operation of this Agreement;

(7) in the event of contributions being suspended in terms of clause 8, an employee who has not yet accumulated a credit equivalent to two years' benefits shall continue to be credited at a rate of six and two-thirds hours for each completed month of service during the period of suspension.

## 8. SUSPENSION AND RECOMMENCEMENT OF CONTRIBUTIONS

(1) Whenever any company fund has accumulated an amount equal to its liability for two years, contributions by the relevant employer and his employees shall be suspended.

(2) Contributions shall recommence when the amount accumulated in the company fund is equal to an amount which is less than its liability for 18 months.

(3) The management committee of a company fund shall advise the employer concerned when contributions are to be suspended or recommenced.

## 9. LIQUIDATION OF THE FUND

(1) Upon the expiration of this Agreement and a subsequent agreement providing for the continuation of the Fund not being negotiated within two years or the Fund not being transferred within such period to any other fund constituted for the same purpose as that for which the Fund was established, the Fund shall be liquidated by the management committees in terms of subclause (3). The Fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the management committees.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of the Act, the Fund shall continue to be administered by the management committees in office at the time. Any vacancy occurring on a committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committees. In the event of a committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of a committee, and such trustee shall possess all the powers of the committee for such purposes. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated in terms of subclause (3) by the committees in office or the trustee or trustees appointed by the Industrial Registrar.

(3) Upon the liquidation of the Fund in terms of subclauses (1) and (2) and after all creditors, administration and liquidation expenses have been paid, 50 per cent of the amount standing to the credit of each company fund shall be paid out as benefits to members of the Fund who are employed by an employer at the time of liquidation as if a lay-off had occurred. The balance remaining in each company fund shall be paid to the relevant employer.

## 10. AGENTS

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

(b) geregtig is op betaling van aftree-, ongeskiktheids- of siektetoelae wat of deur die werkgewer of ingevolge statutêre Regeringsmaatreëls betaalbaar is;

(c) ingevolge 'n ooreenkoms van die Raad met gereelde vakansie- of siekteverlof is;

(d) met studieverlof, eksamenverlof of 'n ander soort spesiale verlof is;

en ook nie as hy van sy werk afwesig is op die dag onmiddellik vóór of die dag onmiddellik ná die tydperk van diensopskorting nie, tensy hy afwesig was om een van die redes hierbo uiteengesit;

(6) word geen bystand gedurende die eerste 12 maande waarin hierdie Ooreenkoms in werking is deur die Fonds uitbetaal nie;

(7) ingeval bydraes ingevolge klousule 8 opgeskort word, moet 'n werknemer wat nog nie 'n kreditekwivalent van twee jaar se bystand opgeloopt het nie, steeds gekrediteer word teen ses en twee-derde uur vir elke voltooide maand diens tydens die opskortingstydperk.

## 8. OPSKORTING EN HERVATTING VAN BYDRAES

(1) Wanneer 'n maatskappifyonds 'n bedrag gelyk aan sy laste vir twee jaar opgehoop het, moet bydraes deur die betrokke werkgewer en sy werknemers opgeskort word.

(2) Bydraes moet hervat word as die bedrag wat in die maatskappifyonds opgehoop het gelyk is aan 'n bedrag wat minder is as sy laste vir 18 maande.

(3) Die bestuurskomitee van 'n maatskappifyonds moet die betrokke werkgewer verwittig wanneer die bydraes opgeskort of hervat moet word.

## 9. LIKWIDERING VAN DIE FONDS

(1) Wanneer hierdie Ooreenkoms verstryk en 'n daaropvolgende ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds nie binne twee jaar tot stand gebring word nie of die Fonds nie binne sodanige tydperk oorgedra word aan 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die Fonds gestig is nie, moet die Fonds ingevolge subklousule (3) deur die bestuurskomitees gelikwedeer word. Die Fonds moet deur die bestuurskomitees geadminestreer word gedurende genoemde tydperk van twee jaar of totdat dit oorgedra word aan 'n ander fonds soos hierbo bedoel of deur 'n daaropvolgende ooreenkoms voortgesit word.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tyd waarin hierdie Ooreenkoms kragtens die Wet bindend is, moet die dan diensdoende bestuurskomitees voortgaan om die Fonds te administreer. 'n Vakature in die komitee kan deur die Nywerheidsregistrator gevul word uit die werkgewers of die werknemers, na gelang van die geval, op so 'n wyse dat daar ewe veel verteenwoordigers van werkgewers en werknemers in die komitee is. Ingeval 'n komitee nie in staat is nie of onwillig is om sy pligte na te kom of daar 'n dooie punt in die komitee ontstaan wat die administrasie van die Fonds na die Nywerheidsregistrator se mening ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee besit vir dié doel al die bevoegdhede van die komitee. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie moet die Fonds ingevolge subklousule (3) gelikwedeer word deur die diensdoende komitees of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

(3) Wanneer die Fonds ingevolge subklousules (1) en (2) gelikwedeer word en nadat alle krediteure en administrasie- en likwidasielaste betaal is, moet 50 persent van die bedrag in die krediet van elke maatskappifyonds uitbetaal word as bystand aan lede van die Fonds wat ten tyde van likwidasie by 'n werkgewer in diens is asof daar 'n diensopskorting was. Die saldo in elke maatskappifyonds moet aan die betrokke werkgewer betaal word.

## 10. AGENTE

Die Raad kan een of meer persone aanstel as agente om te help met die uitvoering van hierdie Ooreenkoms. Elke werkgewer is verplig om sodanige persone toe te laat om sy bedryfsinrigting te betree en om sodanige navrae te doen en sodanige dokumente, boeke, loonstate, loonkoeferte en loonkaartjies na te gaan en sodanige persone te ondervraas wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word.

## 11. EXEMPTIONS

The Council may, on the recommendation of a management committee or on its own decision, grant exemption from any of the provisions of this Agreement to, or in respect of any person for any good and sufficient reason.

This Agreement signed on behalf of the parties this 3rd day of October 1978.

ALAN DE KOCK, Chairman of the Council.

W. BORNMAN, Vice-Chairman of the Council.

R. T. RAAFF, Secretary of the Council.

## 11. VRYSTELLING

Die Raad kan op aanbeveling van 'n bestuurskomitee of na eie goeddunke vrystelling van die bepalings van hierdie Ooreenkoms om 'n afdoende rede aan of ten opsigte van enige persoon verleen.

Hierdie Ooreenkoms is namens die partye op hede die 3de dag van Oktober 1978 onderteken.

ALAN DE KOCK, Voorsitter van die Raad.

W. BORNMAN, Ondervoorsitter van die Raad.

R. T. RAAFF, Sekretaris van die Raad.

## THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

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## CONTENTS

| No.                          |                                                                                                                                                               | Page<br>No. | Gazette<br>No. |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|
| <b>Labour, Department of</b> |                                                                                                                                                               |             |                |
| <i>Government Notices</i>    |                                                                                                                                                               |             |                |
| R. 2320                      | Industrial Conciliation Act (28/1956):<br>Tobacco Industry (Transvaal).....                                                                                   | 1           | 6226           |
| R. 2321                      | do.: do.: Cancellation of Government<br>Notice.....                                                                                                           | 2           | 6226           |
| R. 2322                      | Factories, Machinery and Building Work<br>Act: Cancellation of Government Notice<br>(Transvaal).....                                                          | 24          | 6226           |
| R. 2323                      | Industrial Conciliation Act (28/1956):<br>Automobile Manufacturing Industry<br>(Eastern Province): Supplemental Unem-<br>ployment Benefit Fund Agreement..... | 25          | 6226           |

## INHOUD

| No.                             |                                                                                                                                                   | Bladsy<br>No. | Staats-<br>koerant<br>No. |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------|
| <b>Arbeid, Departement van</b>  |                                                                                                                                                   |               |                           |
| <i>Goewermentskennisgewings</i> |                                                                                                                                                   |               |                           |
| R. 2320                         | Wet op Nywerheidsversoening (28/1956):<br>Tabaknywerheid (Transvaal).....                                                                         | 1             | 6226                      |
| R. 2321                         | do.: do.: Intrekking van Goewerments-<br>kennisgewing.....                                                                                        | 2             | 6226                      |
| R. 2322                         | Wet op Fabrieke, Masjinerie en Bouwerke:<br>Intrekking van Goewermentskennisgewing<br>(Transvaal).....                                            | 24            | 6226                      |
| R. 2323                         | Wet op Nywerheidsversoening (28/1956):<br>Outomobielywerheid (Oostelike Provin-<br>sie): Aanvullende Werkloosheidbystand-<br>fondsooreenkoms..... | 25            | 6226                      |

