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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 46

11 January 1985

LABOUR RELATIONS ACT, 1956

TOBACCO MANUFACTURING INDUSTRY,
OUDTSHOORN

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a), as applied by section 48 (9) of the Labour Relations Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Manufacturing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1987, upon the employers who and the trade union which entered into the Agreement and upon the employees who are members of the said union;

(b) in terms of section 48 (1) (b), as applied by section 48 (9) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 5 (7) (a), 14 and 15, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1987, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial District of Oudtshoorn.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

CONCILIATION BOARD AGREEMENT FOR THE TOBACCO MANUFACTURING INDUSTRY, MAGISTERIAL DISTRICT OF OUDTSHOORN

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

Barron's Tobacco Co. (Pty) Ltd

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

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

**National Union of Cigarette and Tobacco Workers,
Oudtshoorn Branch**

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

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

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 46

11 Januarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

TABAKNYWERHEID, OUDTSHOORN

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9) van die Wet op Arbeidsverhoudinge, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Tabaknywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1987 eindig, bindend is vir die werkgewers en die vakvereniging wat die Ooreenkoms aangaan het en vir die werknemers wat lede van genoemde vereniging is;

(b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (7) (a), 14 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1987 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 landdrosdistrik Oudtshoorn.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

VERSOENINGSRAADOOREENKOMS VIR DIE TABAKNYWERHEID, LANDDROSDISTRIK OUDTSHOORN

OOREENKOMS

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

Barron's Tobacco Co. (Pty) Ltd

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

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

**National Union of Cigarette and Tobacco
Workers, Oudtshoorn-tak**

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

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

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be determined by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in operation until 28 February 1987 or for such period as the Minister may determine.

3. DEFINITIONS

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

“Act” means the Labour Relations Act, 1956;

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

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

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

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

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

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

“cigar box maker, Class B,” means an employee who makes or assembles cigar boxes from cardboard or any other material except wood which has been pre-cut according to shape and size;

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

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

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

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

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

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

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

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

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

Wrapping in Cellophane, labelling, marking, pastemaking, ringing;

and includes packing cigars into packets, boxes or other receptacles;

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

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

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

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

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

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

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

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

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

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 28 Februarie 1987 of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Arbeidsverhoudinge, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en voorts, tensy strydig met die samehang, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

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

“ketelbediener” 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;

“los werknemer” 'n werknemer wat hoogstens drie dae in die week by dieselfde werkgever in diens is;

“sigaardoomaker klas A” 'n werknemer wat sigardose van hout maak;

“sigaardoomaker klas A, gekwalifiseer,” 'n sigardoomaker klas A met minstens ses maande ondervinding;

“sigaardoomaker klas A, ongekwalifiseer,” 'n sigardoomaker klas A met minder as ses maande ondervinding;

“sigaardoomaker klas B” 'n werknemer wat sigardose maak of aannekaarsit; van karton of 'n ander materiaal, behalwe hout, wat voorheen volgens vorm en grootte gesny is;

“sigaardoomaker klas B, gekwalifiseer,” 'n sigardoomaker klas B met minstens ses maande ondervinding;

“sigaardoomaker klas B, ongekwalifiseer,” 'n sigardoomaker klas B met minder as ses maande ondervinding;

“sigaarbondelmaker” 'n werknemer wat kerftabak in 'n tabakblaar oprol en dit in 'n sigaarvorm pers;

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

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

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

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

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

“sigaarverpakker” 'n werknemer wat by of in verband met die vervaardiging van sigare een of meer van die volgende werksaamhede verrig:

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

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

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

“sigaartoedraaier” 'n werknemer wat die laaste dekblaar om 'n sigaar draai;

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

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

“klerk” 'n werknemer wat skryf, tik of 'n ander soort klerklike werk verrig, en omvat dit 'n versendingsklerk en stoomman;

“klerk, gekwalifiseer,” 'n klerk met minstens vier jaar ondervinding;

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

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

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

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

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

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

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

"experience" means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"bedryfsinrigting" 'n perseel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word, en 'n perseel waarin goedere of materiaal vir vervaardiging of verpakking gebêre word, en kantore wat regstreeks by fabrieksbeheer betrokke is;

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

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

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

"ondervinding"—

(a) met betrekking tot 'n nasiener, klerk en tabakverpakker, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid onderskeidelik as nasiener, klerk of tabakverpakker in diens is,

(b) met betrekking tot 'n werknemer graad I, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as werknemer graad I in diens is;

(c) met betrekking tot 'n werknemer graad II, die totale tydperk of tydperke wat 'n werknemer in die Nywerheid as werknemer graad II in diens is;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"hand twister, qualified," means a hand twister who has had not less than six months' experience;

"hand twister, unqualified," means a hand twister who has had less than six months' experience;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"'n masjiën bedien" die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aan- en afskakel van 'n masjiën (maar nie 'n ander lid van 'n masjiënpersoneel wat 'n masjiën kan afskakel nie) en omvat dit die uitvoering van geringe regstellings aan 'n masjiën terwyl dit loop;

"stukwerk" 'n stelsel waarvolgens 'n werkgewer se besoldiging berus op die hoeveelheid of omvang van werk wat verrig is;

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

"korttyd" 'n tydelike vermindering van die getal gewone werkure as gevolg van bedryfslapte, tekort aan grondstof of 'n algemene onklaaraking van die installasie of masjinerie deur 'n ongeluk of ander onvoorziene noodgeval veroorsaak;

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

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

"Tobacco Manufacturing Industry" or "Industry" means—

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

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

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

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

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

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

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

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

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

4. REMUNERATION

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

"Tabaknywerheid" of "Nywerheid"—

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

(b) die werksaamhede wat uitgevoer word in alle depots en/of verspreidingsentrums wat deur 'n werkgewer in stand gehou word in verband met die werksaamhede in paragraaf (a) hiervan bedoel;

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

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

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

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

"wag" 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak.

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

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

4. BESOLDIGING

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

	With effect from the date of coming into operation of this Agreement to 28 February 1985	From 1 March 1985 to 28 February 1986	From 1 March 1986 to 28 February 1987
	R	R	R
Foreman	95,85	110,25	126,80
Assistant foreman	74,80	86,05	98,95
Clerical employee, qualified	79,50	91,45	105,20
Clerical employee, unqualified—			
during the first year of experience	28,55	32,85	37,80
during second year of experience	36,60	42,10	48,45
during third year of experience	47,75	54,95	63,20
during fourth year of experience	59,95	68,95	79,30
Examiner, qualified	56,85	65,40	75,25
Examiner, unqualified—			
during first three months of experience	48,70	56,00	64,40
during second three months of experience	52,50	60,40	69,50
Roll maker	34,15	39,30	45,20
Boiler attendant	29,35	33,75	38,85
Lye boiler	29,35	33,75	38,85
Hand twister, qualified	21,30	24,50	28,20
Hand twister, unqualified—			
during first six months of experience	20,50	23,60	27,15
Tobacco packer, qualified	32,00	36,80	42,35
Tobacco packer, unqualified—			
during first six months of experience	21,90	25,20	29,00
during second six months of experience	27,35	31,45	36,20
Cigar maker, qualified	33,05	38,00	43,70
Cigar maker, unqualified	28,90	33,25	38,25
Employee operating a cigar manufacturing machine, qualified	28,90	33,25	38,25
Employee operating a cigar manufacturing machine, unqualified	24,80	28,55	32,85
Cigar bunch maker/cigar wrapper, qualified	26,85	30,90	35,55
Cigar bunch maker/cigar wrapper, unqualified	20,65	23,75	27,35
Cigar packer, qualified	22,75	26,20	30,15
Cigar packer, unqualified	18,60	21,40	24,65
Cigar box maker, Class A, qualified	26,85	30,90	35,55
Cigar box maker, Class A, unqualified	22,75	26,20	30,15
Cigar box maker, Class B, qualified	20,65	23,75	27,35
Cigar box maker, Class B, unqualified	16,50	19,00	21,85
Tobacco leaf stripper	20,65	23,75	27,35
Grade I employee, qualified	50,00	57,50	66,15

	With effect from the date of coming into operation of this Agreement to 28 February 1985	From 1 March 1985 to 28 February 1986	From 1 March 1986 to 28 February 1987
	R	R	R
Grade I employee, unqualified—			
during first six months of experience	21,45	24,70	28,40
during second six months of experience	26,75	30,80	35,45
during third six months of experience	33,05	38,00	43,70
during fourth six months of experience	40,50	46,60	53,60
Grade II employee, qualified	32,20	37,05	42,60
Grade II employee, unqualified—			
during first six months of experience	21,45	24,70	28,40
during second six months of experience	25,65	29,50	33,95
Grade III employee	22,10	25,45	29,30
Grade IV employee, qualified	21,45	24,70	28,40
Grade IV employee, unqualified	20,25	23,30	26,80
Juvenile employee	16,50	19,00	21,85
Watchman	24,60	28,30	32,55
Driver of any animal-drawn vehicle	25,80	29,70	34,20
Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle, does not exceed 4536 kg (10 000 lb)	34,70	39,90	45,90
Employee not elsewhere in this clause specifically mentioned	34,70	39,90	45,90

	Vanaf datum van inwerking-treding van hierdie Ooreenkoms tot 28 Februarie 1985	Vanaf 1 Maart 1985 tot 28 Februarie 1986	Vanaf 1 Maart 1986 tot 28 Februarie 1987
	R	R	R
Voorman	95,85	110,25	126,80
Assistent-voorman	74,80	86,05	98,95
Klerk, gekwalifiseer	79,50	91,45	105,20
Klerk, ongekwalifiseer—			
gedurende eerste jaar ondervinding	28,55	32,85	37,80
gedurende tweede jaar ondervinding	36,60	42,10	48,45
gedurende derde jaar ondervinding	47,75	54,95	63,20
gedurende vierde jaar ondervinding	59,95	68,95	79,30
Nasiener, gekwalifiseer	56,85	65,40	75,25
Nasiener, ongekwalifiseer—			
gedurende eerste drie maande ondervinding	48,70	56,00	64,40
gedurende tweede drie maande ondervinding	52,50	60,40	69,50
Rolmaker	34,15	39,30	45,20
Ketelbediener	29,35	33,75	38,85
Loogkoker	29,35	33,75	38,85
Handopdraaier, gekwalifiseer	21,30	24,50	28,20
Handopdraaier, ongekwalifiseer—			
gedurende eerste ses maande ondervinding	20,50	23,60	27,15
Tabakverpakker, gekwalifiseer	32,00	36,80	42,35
Tabakverpakker, ongekwalifiseer—			
gedurende eerste ses maande ondervinding	21,90	25,20	29,00
gedurende tweede ses maande ondervinding	27,35	31,45	36,20
Sigaarmaker, gekwalifiseer	33,05	38,00	43,70
Sigaarmaker, ongekwalifiseer	28,90	33,25	38,25
Werknemer wat 'n sigaar masjien bedien, gekwalifiseer	28,90	33,25	38,25
Werknemer wat 'n sigaar masjien bedien, ongekwalifiseer	24,80	28,55	32,85
Sigaarbondelmaker/sigaartoedraaier, gekwalifiseer	26,85	30,90	35,55
Sigaarbondelmaker/sigaartoedraaier, ongekwalifiseer	20,65	23,75	27,35
Sigaarverpakker, gekwalifiseer	22,75	26,20	30,15
Sigaarverpakker, ongekwalifiseer	18,60	21,40	24,65
Sigaardoosmaker klas A, gekwalifiseer	26,85	30,90	35,55
Sigaardoosmaker klas A, ongekwalifiseer	22,75	26,20	30,15
Sigaardoosmaker klas B, gekwalifiseer	20,65	23,75	27,35
Sigaardoosmaker klas B, ongekwalifiseer	16,50	19,00	21,85
Tabakblaarstroper	20,65	23,75	27,35
Werknemer graad I, gekwalifiseer	50,00	57,50	66,15
Werknemer graad I, ongekwalifiseer—			
gedurende eerste ses maande ondervinding	21,45	24,70	28,40
gedurende tweede ses maande ondervinding	26,75	30,80	35,45
gedurende derde ses maande ondervinding	33,05	38,00	43,70
gedurende vierde ses maande ondervinding	40,50	46,60	53,60
Werknemer graad II, gekwalifiseer	32,20	37,05	42,60
Werknemer graad II, ongekwalifiseer—			
gedurende eerste ses maande ondervinding	21,45	24,70	28,40
gedurende tweede ses maande ondervinding	25,65	29,50	33,95
Werknemer graad III	22,10	25,45	29,30
Werknemer graad IV, gekwalifiseer	21,45	24,70	28,40
Werknemer graad IV, ongekwalifiseer	20,25	23,30	26,80
Jeugdige werknemer	16,50	19,00	21,85
Wag	24,60	28,30	32,55
Drywer van 'n diervoertuig	25,80	29,70	34,20
Drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word hoogstens 4536 kg (10 000 lb) is	34,70	39,90	45,90
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	34,70	39,90	45,90

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

Seven cents for each one kilogram twisted tobacco in excess of the following masses:

Medium twist roll tobacco—140 kg per week;

Special twist roll tobacco—105 kg per week.

(ii) The incentive bonus prescribed in this paragraph shall not apply to an employee who works for less than three days during any one week unless the employee works for less than such period during any week because his employer is unable to provide him with work for three or more days during that week:

Provided that the incentive bonus shall be paid if the employee can at the request of his employer produce a certificate signed by a medical practitioner stating that he was unfit for work.

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

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

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

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

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

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

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

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

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

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

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

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

(a) the monthly wage of an employee shall be his weekly wage multiplied by four and one third;

(b) the weekly wage of an employee who is paid monthly shall be his monthly wage divided by four and one third;

(c) the hourly wage of an employee shall be calculated—

(i) in the case of a casual employee, by dividing the daily wage by nine and one quarter;

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

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

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

Sewe sent vir elke een kilogram opgedraaide tabak wat meer as die volgende massas is:

Medium opgedraaide roltabak—140 kg per week;

Spesiale opgedraaide roltabak—105 kg per week.

(ii) Die aansporingsbonus wat in hierdie paragraaf voorgeskryf word, is nie van toepassing op 'n werknemer wat minder as drie dae gedurende 'n bepaalde week werk nie tensy die werknemer minder as sodanige tydperk gedurende 'n bepaalde week werk omdat sy werkgewer hom nie van werk vir drie of meer dae gedurende daardie week kan voorsien nie:

Met dien verstande dat die aansporingsbonus betaal moet word as die werknemer op versoek van sy werkgewer 'n sertifikaat kan voorlê wat deur 'n mediese praktisyn geteken is om te sê dat hy ongeskik vir werk was.

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

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

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

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

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

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

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

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

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

Hierdie subklousule is ook nie van toepassing op 'n assistentvoorman wanneer hy vir 'n voorman waarnaem nie, tensy hy vir 'n ononderbroke tydperk van minstens drie weke agtereenvolgend waarnaem, en in dié geval is dit van toepassing op die tydperk wat langer as sodanige drie weke is.

(6) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die basis van die 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, of hy in daardie week die maksimum getal gewone ure in klousule 6 (1) voorgeskryf of minder gewerk het.

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

(a) Die maandloon van 'n werknemer is sy weekloon vermenigvuldig met vier en 'n derde;

(b) die weekloon van 'n werknemer wat maandeliks besoldig word, is sy maandloon gedeel deur vier en 'n derde;

(c) die uurloon van 'n werknemer is—

(i) in die geval van 'n los werknemer, die dagloon gedeel deur nege en 'n kwart;

(ii) in die geval van 'n wag, sy weekloon gedeel deur 48;

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

5. PAYMENT OF REMUNERATION

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

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

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

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

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

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

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

(a) With the consent of or at the request of the employee, fees due to the National Union of Cigarette and Tobacco Workers provided for in clause 15 of this Agreement;

(b) save as provided in clause 8, when his employee absents himself from work, other than at the request or upon the instructions of the employer, a deduction proportionate to the period of such absence;

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

(d) with the written consent of an employee, deductions from his wages and/or leave pay for amounts owing to the employer in respect of cash advanced by the employer to the employee: Provided that—

(i) any such deductions from wages shall not exceed R1 per week;

(ii) any such deductions from leave pay shall not exceed half the amount of leave pay due and payable;

(e) whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short-time, a deduction of one forty-fourth of the weekly wage prescribed in clause 4 in respect of each hour of such reduction: Provided that such deduction shall not exceed 18 forty-fourths of the weekly wage of such employee irrespective of the number of hours by which the ordinary hours of work are reduced and provided that no deduction shall be made—

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

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

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

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

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

(a) in the case of an employee, other than a watchman—

(i) 44 in any week from Monday to Friday inclusive;

(ii) nine and a quarter in any day;

[A week shall consist of five days only and, save as provided in subclause (9) (iii) of this clause, no work shall be performed on a Saturday.];

(b) in the case of a watchman—

(i) 48 in any week;

(ii) nine per shift.

(A week may consist of six shifts.)

5. BETALING VAN BESOLDIGING

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

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

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

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

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

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

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

(a) Met die toestemming of op versoek van die werknemer, ledegelde verskuldig aan die National Union of Cigarette and Tobacco Workers ingevolge klousule 15 van hierdie Ooreenkoms;

(b) behoudens klousule 8, as die werknemer van sy werk afwesig is, uitgesonderd op versoek of op las van sy werkgever, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

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

(d) met die skriftelike toestemming van 'n werknemer, aftrekkings van sy loon en/of verlofbesoldiging vir bedrae aan die werkgever verskuldig ten opsigte van kontant wat die werkgever die werknemer voorgeskiet het: Met dien verstande dat—

(i) sodanige aftrekkings van lone hoogstens R1 per week behoort;

(ii) sodanige aftrekkings van verlofbesoldiging hoogstens die helfte beeloop van die bedrag van verlofbesoldiging verskuldig en betaalbaar;

(e) as die gewone werkure in klousule 6 (1) voorgeskryf verminder word as gevolg van korttyd, 'n bedrag van een vier-en-veertigste van die weekloon in klousule 4 voorgeskryf ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking hoogstens 18 vier-en-veertigstes van die weekloon van sodanige werknemer bedra, ongeag die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen aftrekking gedoen mag word—

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

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

(f) as beskermende klere of 'n oorpak wat die eiendom van die werkgever is deur 'n werknemer vernietig of verloor word, of as hy dit by uitdienstreiding nie teruggee nie, 'n bedrag van hoogstens R2 ooreenkomstig klousule 12 (3).

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

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

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

(i) 44 in 'n week van Maandag tot en met Vrydag;

(ii) nege en 'n kwart op 'n dag;

['n Week moet slegs vyf dae tel en behoudens subklousule (9) (iii) van hierdie klousule mag geen werk op 'n Saterdag verrig word nie.];

(b) in die geval van 'n wag—

(i) 48 in 'n week;

(ii) nege per skof.

('n Week kan uit ses skofte bestaan.)

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

(3) *Meal intervals.*—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.

(4) *Rest intervals.*—An employer shall grant to each of his employees, other than a watchman, employed in or about his establishment a rest interval of not less than 10 minutes at as nearly as practicable—

(a) the middle of each first work period in a day;

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

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

(5) *Hours of work to be consecutive.*—Save as provided in subclauses (3) and (4) of this clause, all hours of work shall be consecutive.

(6) 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 20 of the Basic Conditions of Employment Act, 1983; 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 part 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 part of such period.

(7) *Limitation of hours of work on public holidays and Sundays.*—Whenever an employee is required to work on any of the public holidays mentioned in clause 9 (1) or on a Sunday, the hours of work on such day shall not exceed the ordinary daily hours of work as prescribed in subclause (1) of this clause: Provided that if such public holiday falls on a Saturday, the number of hours that may be worked shall not exceed five hours.

(8) *Overtime.*—All time worked in excess of the maximum number of hours prescribed in subclauses (1) and (2) of this clause in respect of the day or week shall be deemed to be overtime.

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

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

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

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

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

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

(b) in the case of any other employee, one and one third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any day in any week.

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

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

(13) *Savings.*—The provisions of subclauses (5) and (9) of this clause shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work, and the provisions of subclauses (3), (4), (6) and (9) of this clause shall not apply to a watchman.

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

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

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

(i) wanneer daardie pouse langer as een uur duur, 'n tydperk van meer as een uur as gewone werkure beskou moet word;

(ii) werktye wat deur 'n pouse van minder as een uur onderbreek word as ononderbroke gereken moet word.

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

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

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

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

(5) *Werkure moet aaneenlopend wees.*—Behoudens subklousules (3) en (4) van hierdie klousule, moet alle werkure aaneenlopend wees.

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

(a) gedurende die hele pouse in sy werk, indien—

(i) hy nie vry is om die perseel van sy werkgewer gedurende daardie hele pouse te verlaat nie; of

(ii) die duur van sodanige pouse nie vermeld staan in die aantekening wat kragtens artikel 20 van die Wet op Basiese Diensvoorwaardes, 1983, bygehou moet word nie; en

(b) gedurende alle ander tydperke waarin hy op die perseel van sy werkgewer is:

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

(7) *Beperking van werkure op openbare vakansiedae en Sondae.*—Wanneer daar van 'n werknemer vereis word om op enigeen van die openbare vakansiedae in klousule (9) (1) bedoel of op 'n Sondag te werk, moet die werkure op sodanige dag hoogstens die gewone daaglikse werkure wees soos in subklousule (1) van hierdie klousule voorgeskryf: Met dien verstande dat wanneer so 'n openbare vakansiedag op 'n Saterdag val, die getal ure wat gewerk mag word hoogstens vyf uur moet wees.

(8) *Oortydwerk.*—Alle tyd wat langer as die maksimum getal ure in subklousules (1) en (2) van hierdie klousule voorgeskryf ten opsigte van 'n dag of 'n week gewerk word, moet as oortydwerk gereken word.

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

(a) Behoudens paragraaf (c) meer as twee uur op 'n dag;

(b) meer as 10 uur in 'n week;

(c) in die geval van 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie, hoogstens vyf uur op sodanige dag.

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

(a) In die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur nege en 'n kwart vir elke uur of gedeelte van 'n uur aldus op 'n dag gewerk;

(b) in die geval van alle ander werknemers een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur van die totale oortydwerk op 'n dag in 'n week verrig.

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

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

(13) *Voorbehoudsbepalings.*—Subklousules (5) en (9) van hierdie klousule is nie van toepassing op 'n werknemer wat werk verrig wat noodsaaklik is as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie, of in verband met die opknapping of herstelwerk aan installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie, en subklousules (3), (4), (6) en (9) van hierdie klousule is nie op 'n wag van toepassing nie.

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

7. ANNUAL LEAVE

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

(a) In the case of an employee who has been in his employ since 15 January and up to 1 December of the calendar year to which the leave relates, 12 consecutive working days on full pay: Provided that the said 12 days, as the case may be, Christmas Day, Day of Goodwill and New Year's Day form one continuous period of leave;

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

(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 paragraphs to not more than five per cent of his employees at such time during December and/or January immediately following as may be necessary for the efficient conduct of his business;

(d) a monthly-paid employee may be required or permitted to take his annual leave on full pay for the duration prescribed in paragraph (a) or (b) at any other time but so as to commence within two months after the completion of each year of employment to which the leave relates: Provided that if any public holiday referred to in clause 9 (1) of this Agreement falls within the period of such leave another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added.

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

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

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

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

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

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

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

8. SICK LEAVE

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

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

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

7. JAARLIKSE VERLOF

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

(a) In die geval van 'n werknemer wat nog by hom in diens is sedert 15 Januarie en tot en met 1 Desember van die kalenderjaar waarop die verlof betrekking het, 12 agtereenvolgende werkdae met volle besoldiging: Met dien verstande dat genoemde 12 dae, na gelang van die geval, Kersdag, Welwillendheidsdag en Nuwejaarsdag één aaneenlopende tydperk van verlof uitmaak;

(b) in die geval van 'n werknemer wat in diens geneem word ná 15 Januarie van die kalenderjaar waarop die verlof betrekking het, een dag met volle besoldiging vir elke volle maand diens. 'n Werkgewer kan van sodanige werknemer vereis om bykomende verlof sonder besoldiging tot 'n totale tydperk van hoogstens 12 agtereenvolgende werkdae, na gelang van die geval, te neem gedurende die verloftydperk wat in paragraaf (a) hiervan vermeld word;

(c) ondanks paragrawe (a) en (b) en ter vervanging daarvan het 'n werkgewer die reg om die getal dae verlof met volle besoldiging kragtens genoemde paragrawe aan hoogstens 5 persent van sy werknemers toe te staan op sodanige tyd gedurende Desember en/of Januarie onmiddellik daarna as wat vir die doeltreffende werking van sy besigheid nodig is;

(d) van 'n werknemer wat maandeliks besoldig word, kan vereis of hy kan toegelaat word om sy jaarlikse verlof met volle besoldiging vir die tydperk in paragraaf (a) of (b) voorgeskryf op 'n ander tyd te neem, maar sodat dit begin binne twee maande ná die voltooiing van elke diensjaar waarop dit betrekking het: Met dien verstande dat, as 'n openbare vakansiedag soos in klousule 9 (1) van hierdie Ooreenkoms bedoel, binne die tydperk van sodanige verlof val, 'n ander werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer ten opsigte van elke sodanige dag wat bygevoeg word 'n bedrag betaal moet word wat gelyk is aan sy dagloon.

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

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

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

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

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

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

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

8. SIEKTEVERLOF

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

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

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

Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 work-days in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

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

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

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

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

(4) Sick leave may be accumulated to a maximum of four weeks and be applicable to any succeeding period after the completion of a two-year cycle clear of any sick leave. Should the employee have taken the accumulation, or part thereof, through proven protracted illness, the accumulation is to be re-earned by completing a further cycle of two years free of any sick leave.

(5) For the purposes of this clause, the expression—

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

(i) on leave in terms of clause 7;

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

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

(iv) doing military service in pursuance of the Defence Act, 1957;

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

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

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employer shall grant leave on full pay to an employee on New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill.

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

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

Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 werkdae in elke siklus van 24 maande diens betaal sal word, behalwe dat gedurende die eerste 24 maande waarin die werknemer bydraes stort, die gewaarborgde tarief hoogstens gelyk kan wees aan die koers van aanwas soos uiteengeisit in die eerste voorbehoudsbepaling van hierdie subklousule;

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

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

(2) 'n Werkgever kan as opskortende voorwaarde vir die betaling van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie agtereenvolgende kalenderdae, vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

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

(4) Siekteverlof kan tot 'n maksimum van vier weke opgehoop word en van toepassing wees op 'n daaropvolgende tydperk na voltooiing van 'n siklus van twee jaar sonder enige siekteverlof. Indien die werknemer deur bewese langdurige siekte die opgehoopde siekteverlof of 'n gedeelte daarvan geneem het, moet hy die opgehoopde siekteverlof weer verdien deur 'n verdere siklus van twee jaar sonder enige siekteverlof te voltooi.

(5) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag ook 'n tydperk of tydperke te omvat waarin die werknemer afwesig is—

(i) met verlof ingevolge klousule 7;

(ii) op las of versoek van sy werkgever;

(iii) met siekteverlof ingevolge subklousule (1);

(iv) vir militêre diens ingevolge die Verdedigingswet, 1957;

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

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

9. OPENBARE VAKANSIEDAE EN SONDAE

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

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

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

(4) *Payment for work on Sundays and public holidays.*—Subject to the provisions of clause 6 (8), whenever an employee, other than a watchman, works on a Sunday or on New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day and Day of Goodwill, his employer shall—

(a) in respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, i.e. nine and a quarter hours: Provided that an employer may pay an employee who works on a Sunday one and a half times the weekly wage prescribed in clause 4 for an employee of his class, divided by 44, for each hour or part of an hour so worked, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than the weekly wage prescribed in clause 4 for an employee of his class, divided by five;

(b) in respect of New Year's Day, Founders' Day, Good Friday, Family Day, Ascension Day, Republic Day, Kruger Day, Day of the Vow, Christmas Day or Day of Goodwill, pay the employee, in addition to the pay due under subclause (1) hereof, his ordinary wage in respect of the time worked (and any part of an hour worked counting as a completed hour).

10. RATIO

(1) An employer shall not employ—

(a) an assistant foreman unless he has in his employ a foreman;

(b) an unqualified clerical employee unless he has in his employ a qualified clerical employee, and for each qualified clerical employee employed not more than one unqualified clerical employee may be employed;

(c) an unqualified Grade I employee unless he has in his employ a qualified Grade I employee, and for each qualified Grade I employee employed not more than one unqualified Grade I employee may be employed by him;

(d) more than two unqualified Grade II employees unless he has in his employ three qualified Grade II employees, and for each three qualified Grade II employees employed not more than two unqualified Grade II employees may be employed by him;

(e) a juvenile employee unless he has in his employ 10 employees of all classes and for each 10 employees of all classes employed not more than one juvenile employee may be employed by him.

(2) For the purposes of this clause—

(a) an employer or manager who is wholly or mainly engaged in the work of a foreman or a qualified clerical employee, may be deemed to be a foreman or a qualified clerical employee;

(b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class, may be deemed to be a qualified employee;

(c) a juvenile employee who is receiving a wage of not less than the wage of a Grade III or Grade IV employee, may be deemed to be a Grade III or Grade IV employee, as the case may be.

11. PIECE-WORK

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

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

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

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

12. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS

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

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

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

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

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

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

10. GETALSVERHOUDING

(1) 'n Werkgever mag nie die volgende in diens neem nie:

(a) 'n Assistent-voorman, tensy hy 'n voorman in diens het;

(b) 'n ongekwalifiseerde klerk, tensy hy 'n gekwalifiseerde klerk in sy diens het, en vir elke gekwalifiseerde klerk in sy diens mag hy hoogstens een ongekwalifiseerde klerk in diens neem;

(c) 'n ongekwalifiseerde werknemer graad I, tensy hy 'n gekwalifiseerde werknemer graad I in sy diens het, en vir elke gekwalifiseerde werknemer graad I in sy diens mag hy hoogstens een ongekwalifiseerde werknemer graad I in diens neem;

(d) meer as twee ongekwalifiseerde werknemers graad II, tensy hy drie gekwalifiseerde werknemers graad II in sy diens het, en vir elke drie gekwalifiseerde werknemers graad II in sy diens mag hy hoogstens twee ongekwalifiseerde werknemers graad II in diens neem;

(e) 'n jeugdige werknemer, tensy hy 10 werknemers van alle klasse in diens het, en vir elke 10 werknemers van alle klasse in sy diens mag hy hoogstens een jeugdige werknemer in diens neem.

(2) Vir die toepassing van hierdie klousule geld die volgende:

(a) 'n Werkgever of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n voorman of gekwalifiseerde klerk verrig, kan as 'n voorman of gekwalifiseerde klerk geag word;

(b) 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, kan as 'n gekwalifiseerde werknemer geag word;

(c) 'n jeugdige werknemer wat minstens die loon van 'n werknemer graad III of graad IV ontvang, kan as 'n werknemer graad III of graad IV geag word, na gelang van die geval.

11. STUKWERK

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

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

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

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

12. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

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

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

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

(b) An employee to whom an overall or protective clothing has been issued in terms of subclause (1) of this clause shall be required to wear such overall or protective clothing during all working hours and shall be responsible for the good condition and laundering of such overall or protective clothing: Provided that an employer may launder his overalls or protective clothing: Provided further that an employee shall not remove such overall or protective clothing from his employer's premises except on completion of work at the end of any calendar week for purposes of laundering.

(3) All protective clothing or overalls issued in terms of subclause (2) of this clause shall remain the property of the employer and shall be returned by the employee at the termination of his service. The employer may collect from the employee a sum not exceeding R2 in respect of each set of protective clothing or overalls in the event of the employee losing, destroying or not returning his protective clothing or overall, which sum may be recovered by way of set-off out of moneys due to an employee at the termination of his service or by way of deduction from an employee's remuneration of an amount not exceeding 25c per week until the full amount is recovered.

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

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

14. ORGANISATION OF EMPLOYEES

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

15. SUBSCRIPTIONS TO REGISTERED TRADE UNION

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

16. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment, furnish his employee with a certificate of service, in the form prescribed in the Annexure to this Agreement. All certificates issued by the employer shall be numbered consecutively, signed by the employer or his representative and a copy of each certificate shall be retained by him.

17. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause 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 a monthly employee and of one week in the case of a weekly employee, during which probationary period the employment may be determined upon 24 hours' notice being given by either side.

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

(3) The notice referred to in subclause (1) shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave, sick leave or any period of military service. For the purposes of this subclause, sick leave shall mean a period of two weeks unless the employee has within such period notified his employer that he is ill and produces a doctor's certificate in respect of the period of absence, in which case sick leave shall mean a period of 15 weeks from the commencement of the employee's absence.

(b) 'n Werknemer aan wie 'n oorpak of beskermende klere ingevolge subklousule (1) van hierdie klousule uitgereik is, moet sodanige oorpak of beskermende klere gedurende alle werkure dra en is verantwoordelik vir die goeie toestand en was van sodanige oorpak of beskermende klere: Met dien verstande dat 'n werkgewer sy oorpak of beskermende klere kan laat was: Voorts met dien verstande dat 'n werknemer nie sodanige oorpak of beskermende klere van sy werkgewer se perseel mag verwyder nie behalwe na voltooiing van werk aan die einde van 'n kalenderweek, en wel met die doel om dit te was.

(3) Alle beskermende klere of oorpakke wat ingevolge subklousule (2) van hierdie klousule uitgereik is, bly die eiendom van die werkgewer en moet deur die werknemer by diensbeëindiging terugbesorg word. Die werkgewer kan 'n bedrag van hoogstens R2 van die werknemer inonder vir elke stel beskermende klere of oorpakke ingeval die werknemer sy beskermende klere of oorpakke verloor, vernietig of nie teruggee nie en hierdie bedrag kan verhaal word uit geld verskuldig aan 'n werknemer by diensbeëindiging of deur middel van 'n aftrekking van 'n werknemer se besoldiging van 'n bedrag van hoogstens 25c per week totdat die volle bedrag verhaal is.

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR

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

14. ORGANISERING VAN WERKNEMERS

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

15. LEDEGELD VAN GEREGEREERDE VAKVERENIGING

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

16. DIENSSERTIFIKAAT

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

17. BEÏNDIGING VAN DIENSKONTRAK

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

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

wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het: Met dien verstande dat dit onderstaande nie raak nie:

- (i) 'n Werkgewer of 'n werknemer se reg om die dienskontrak om 'n regsgeldige rede sonder voorafgaande kennisgewing te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir albei partye en vir minstens een week;
- (iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van werknemers wat maandeliks werk, en van een week in die geval van werknemers wat weekliks werk, en gedurende die proeftydperk kan die diens met 24 uur kennisgewing aan albei kante beëindig word.

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

(3) Die kennisgewing wat in subklousule (1) bedoel word, mag nie met jaarlikse verlof, siekteverlof of 'n tydperk van militêre diens saamval nie en kennis mag ook nie gedurende daardie tyd gegee word nie. Vir die toepassing van hierdie subklousule beteken siekteverlof 'n tydperk van twee weke, tensy die werknemer binne daardie tydperk sy werkgewer in kennis gestel het van sy siekte en ten opsigte van die tydperk van afwesigheid 'n doktersertifikaat voorgelê het, en in so 'n geval beteken siekteverlof 'n tydperk van 15 weke vanaf die aanvang van die werknemer se afwesigheid.

ANNEXURE

Ref. No.

CERTIFICATE OF SERVICE

Employee's full name
 Formerly known as
 Employee's residential address

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

Name of factory

Employer's signature

Date of issue

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

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

Signed at Oudtshoorn, on behalf of the parties, this 22nd day of August 1984.

H. W. ENGELKE, Chairman of the Board.

C. SINGER, Representing Employers.

C. DU PREEZ, Representing Employees.

A. G. DU TOIT, Secretary of the Board.

AANHANGSEL

Verwysingsno

DIENSSERTIFIKAAT

Werknemer se naam voluit
 Vroeër bekend as
 Werknemer se woonadres

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

Naam van fabriek

Werkgewer se handtekening

Datum uitgereik

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

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

Namens die partye op hede die 22ste dag van Augustus 1984 op Oudtshoorn onderteken.

H. W. ENGELKE, Voorsitter van die Raad.

C. SINGER, Werkgewersverteenvoordiger.

C. DU PREEZ, Werknemersverteenvoordiger.

A. G. DU TOIT, 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, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2,10 (GST included), other countries R2,50 per number from the above address.

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THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

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Use it.

Don't abuse



it.

water is for everybody

Werk mooi daarmee.

Ons leef



daarvan.

water is kosbaar

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