

EXTRAORDINARY



BUITENGEWONE

THE UNION OF SOUTH AFRICA
Government Gazette
Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the General Post Office as a Newspaper.]

[As 'n Nuusblad by die Poskantoor Geregistreer.]

Vol. CLXII.]

PRICE 6d.

PRETORIA, 17 NOVEMBER 1950.

PRYS 6d.

[No. 4493.]

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2896.] [17 November 1950.
 INDUSTRIAL CONCILIATION ACT, 1937.

CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cigarette and Tobacco Manufacturing Industry, Cape, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1953, upon the employers and trade union which entered into the said agreement and upon the employees who are members of that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 4 (8) inclusive, 4 (10) to 17 inclusive and 20 to 23 inclusive, of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1953, upon the other employers and employees engaged or employed in the said Industry in the Municipal Area of Cape Town;
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Municipal Area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1953, the provisions contained in clauses 3 to 4 (8) inclusive, 4 (10) to 17 inclusive and 20 to 23 inclusive, of the said Agreement, shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2896.] [17 November 1950.
 NYWERHEID-VERSOENINGSWET, 1937.

SIGARET- EN TABAKVERVAARDIGINGS- NYWERHEID (KAAP).

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Sigaret- en Tabakvervaardigingsnywerheid (Kaap) betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 30 Junie 1953 bindend is op die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 4 (8), 4 (10) tot en met 17 en 20 tot en met 23 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 30 Junie 1953 bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Kaapstad; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 4 (8), 4 (10) tot en met 17 en 20 tot en met 23 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig 30 Junie 1953 in die munisipale gebied Kaapstad *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between—

The United Tobacco Companies (South), Limited,
African Tobacco Manufacturers (Proprietary), Limited
and
The Proprietors, Limited,

(hereinafter called "the employers"), of the one part, and

The National Union of Cigarette and Tobacco Workers
(hereinafter called "the employees" or the "trade union"), of
the other part,

being the parties to the Industrial Council for the Cigarette and Tobacco Manufacturing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the municipal area of Cape Town by the United Tobacco Companies (South), Limited, African Tobacco Manufacturers (Proprietary), Limited, and The Proprietors, Limited, and by all employees of such companies who are employed in the industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour, and shall remain in force until the 30th June, 1953, or for such period as may be fixed by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"artisan" means a skilled fitter and turner, electrician or carpenter who has served and completed the recognised period and conditions of apprenticeship in his trade, or who has become skilled in some other manner in such trade;

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

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

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

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

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

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

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

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

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

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

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

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

BYLAE.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-NYWERHEID (KAAP).

OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, 1937 gesluit en aangegaan deur—

„The United Tobacco Companies (South), Limited,”

„African Tobacco Manufacturers (Proprietary), Limited,”

en

„The Proprietors, Limited,”

(hierna genoem „die werkgevers”), aan die een kant, en

„The National Union of Cigarette and Tobacco Workers”,

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

wat die partye is by die Nywerheidsraad vir die Sigaret- en Tabaknywerheid (Kaap).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Kaapstad nagekom word deur United Tobacco Companies (South), Limited, African Tobacco Manufacturers (Proprietary), Limited, en Proprietors, Limited, en deur al die werknemers van daardie maatskappye wat by die nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum deur die Minister van Arbeid vasgestel, en bly van krag tot die 30ste Junie 1953, of vir sodanige termyn as wat deur hom vasgestel word.

3. WOORDBEPALING.

Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, dieselfde betekenis as in daardie Wet, en tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„ambagsman”, 'n geskoolde monteur en draaier, elektrisiën of timmerman wat die erkende termyn en voorwaardes van leerlingenskap in sy vak gedien en voltooi het, of wat op 'n ander manier in daardie vak geskool geraak het;

„assistent-voorman”, 'n manlike werknemer wat 'n voorman help by die verrigting van sy taak en wat in sy afwesigheid vir hom kan waarneem;

„assistent-voorvrou”, 'n vroulike werknemer wat 'n voorvrou help by die verrigting van haar taak en wat in haar afwesigheid vir haar kan waarneem;

„keteloppasser”, 'n werknemer wat, onder toesig van die ingenieur, in beheer is van die stoomverwakkingsuitrusting en wat persoonlik verantwoordelik is vir die stook van die stoomketels en die op peil hou van die waterstande en gemagtigde stoomdruk;

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

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

„onderbaas”, 'n werknemer wat, onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, versendingsklerk of magasynmeester, in beheer is oor graad II en/of graad III en/of graad IV werknemers;

„versendingsklerk”, 'n werknemer wat fabrieksklerklike werk verrig en wat eerste verantwoordelik is vir die verpakking en/of nasien van goedere vir vervoer of aflewering, en wat toesig kan hou op die verpakking, afweeg en/of bymekaarmaak van daardie goedere, die natel van die pakkette en die merk en adresseer daarvan;

„versendingsklerk, gekwalifiseer,” 'n versendingsklerk met minstens vyf jaar ervaring;

„versendingsklerk, ongekwalifiseer,” 'n versendingsklerk met minder as vyf jaar ervaring;

„inrigting”, elke perseel wat geregistreer moet word kragtens die Wet op Fabrieks, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, en elke perseel waarin goedere of materiaal gebêre word vir vervaardiging of verpakking, en kantore wat regstreks met fabriekskontrolle te doen het, maar nie persele (of gedeeltes van persele) wat as ander kantore of as verkoop- of verdeeldépôts vir vervaardigde goedere gebruik word nie;

„ondersoeker”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, of opsigter, die werk wat verrig is deur graad I, graad II, graad III en/of graad IV werknemers, ondersoek vir foute of gebreke in daardie werk en wat verantwoordelik is vir die kwaliteit en juistheid van die verrigte werk en wat sodanige werk kan verdeel en aantekening kan hou van sy/haar werk;

„ondersoeker, gekwalifiseer,” 'n ondersoeker met minstens twaalf maande ervaring;

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

"experience" means—

- (a) in relation to an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk or storeman, the total period or periods during which an employee has worked in the industry as an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk or storeman respectively;
- (b) in relation to a grade I employee, the total period or periods during which an employee has worked in the industry as a grade I employee;
- (c) in relation to a grade II employee, the total period or periods during which an employee has worked in the industry as a grade II employee;
- (d) in relation to a grade III employee, the total period or periods during which an employee has worked in the industry as a grade III employee;
- (e) in relation to a grade IV employee, the total period or periods during which an employee has worked in the industry as a grade IV employee;

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

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

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

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

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

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

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

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

- (1) Operating a cigarette making machine;
- (2) operating a filter plug making machine;
- (3) operating a filter tip assembling machine;
- (4) operating a power-driven guillotine machine for cutting paper or board;
- (5) operating a power-driven leaf conditioning machine;
- (6) operating a rotary scoring and cutting machine;
- (7) operating a tobacco drying machine (including a cooling machine);
- (8) operating a vacuum process conditioning plant;
- (9) checking and recording receipts and/or issues of excise stamps;
- (10) cooking meals;
- (11) weighing and recording moisture tests;
- (12) weighing and recording weights of loose cigarettes for the purpose of checking specified formula weights;

"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 cigarettes or cut tobacco in one or more of the following operations:—

- (1) Operating an automatic soldering machine;
- (2) operating a box banding machine;
- (3) operating a box body making machine and/or shoulder inserting machine;
- (4) operating a box lid making machine and/or body and lid assembling machine;
- (5) operating a box shoulder cutting machine;
- (6) operating a box shoulder pressing machine;
- (7) operating a box slitting machine;
- (8) operating a casing machine;
- (9) operating a cigarette packing machine;
- (10) operating an excise-stamping machine;
- (11) operating a gang slitting machine (tin);
- (12) operating a hydraulic tobacco press;
- (13) operating a leaf stripping or stemming machine;
- (14) operating a machine for making shoulderless cigarette boxes;

"ondersoeker, ongekwalifiseer," 'n ondersoeker met minder as twaalf maande ervaring;

"ervaring"—

- (a) met betrekking tot 'n ondersoeker, afdelingsmasjini, fabrieksklerklike werknemer, versendingsklerk, ontvangklerek of magasynmeester, die totale tydperk of tydperke wat 'n werknemer onderskeidelik in die nywerheid gewerk het as 'n ondersoeker, afdelingsmasjini, fabrieksklerklike werknemer, versendingsklerk, ontvangklerek of magasynmeester;
- (b) met betrekking tot 'n graad I werknemer, die totale tydperk of tydperke wat 'n werknemer as 'n graad II werknemer in die nywerheid gewerk het;
- (c) met betrekking tot 'n graad II werknemer, die totale tydperk of tydperke wat 'n werknemer as 'n graad II werknemer in die nywerheid gewerk het;
- (d) met betrekking tot 'n graad III werknemer, die totale tydperk of tydperke wat 'n werknemer as 'n graad III werknemer en graad IV werknemer in die nywerheid gewerk het;
- (e) met betrekking tot 'n graad IV werknemer, die totale tydperk of tydperke wat 'n werknemer as 'n graad IV werknemer in die nywerheid gewerk het;

met dien verstande dat wanneer 'n graad II of graad III werknemer na 'n hoër graad bevorderd word, die totale tydperk of tydperke wat hy as 'n graad II en/of graad III werknemer gewerk het, ses maande na die datum waarop hy aldus bevorderd is, meegereken moet word as ervaring in die graad waarna hy bevorderd is;

"fabrieksklerklike werknemer" 'n manlike of vroulike werknemer, nie elders gespesifiseer nie, wat skriftelik, met die hand of tikmasjien, in 'n inrigting bestellings doen, nasien, berekenings maak, aantekening hou van werk wat verrig en take wat uitgevoer is en/of die daarbybehorende korrespondensie voer, en wat kontant kan invorder en hanteer;

"fabrieksklerklike werknemer, gekwalifiseer," 'n fabrieksklerklike werknemer met minstens vyf jaar ervaring;

"fabrieksklerklike werknemer, ongekwalifiseer," 'n fabrieksklerklike werknemer met minder as vyf jaar ervaring;

"fabrieksode," 'n werknemer wat mondelinge, skriftelike, of telefoniese boodskappe binne 'n inrigting ontvang en/of aflewer en wat skriftelike aantekening van daardie boodskappe kan hou;

"voorman", 'n manlike of vroulike werknemer wat in beheer oor die werknemers in 'n inrigting of afdeling daarvan is, wat kontrole en gesag oor daardie werknemers uitoefen, wat verantwoordelik is vir die doeltreffende verrigting van hul werk, en wat die reg het om, onderworpe aan bevestiging deur die werkgewer, werknemers aan te neem of te ontslaan;

"voorvrou", 'n vroulike werknemer wat 'n voorman help by die verrigting van sy/haar taak en wat vir hom/haar in sy/haar afwesigheid kan waarneem;

"graad I werknemer", 'n werknemer wat vir, of in verband met, die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) 'n Sigaretvervaardigingsmasjien bedien;
- (2) 'n filterpropvervaardigingsmasjien bedien;
- (3) 'n filtermondstukvervaardigingsmasjien bedien;
- (4) 'n kraggedrewe guillotinemasjien vir sny van papier of bord bedien;
- (5) 'n masjien vir die sny van skouerstukke bedien;
- (6) 'n masjien vir die pers van skouerstukke bedien;
- (7) 'n tabakdroogmasjien (met inbegrip van 'n koelmassien) bedien;
- (8) 'n vakuumproseskondisioneringinstallasie bedien;
- (9) natel en aantekening hou van kwitansies en/of uitreiking van aksynsseëls;
- (10) kos kook;
- (11) weeg en aantekening hou van voggehaltetoetse;
- (12) 'n hidrouliese tabakpers bedien;

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

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

"graad II werknemer", 'n werknemer wat vir, of in verband met, die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) 'n Outomatiese soldeermassien bedien;
- (2) 'n masjien vir omslaan van bande om dose bedien;
- (3) 'n masjien vir die maak van middelstukke en/of 'n masjien vir die insit van skouerstukke bedien;
- (4) 'n masjien vir die maak van dosiedeksels en/of 'n masjien vir die bymeekaarmaak van die middelstuk en deksel bedien;
- (5) 'n masjien vir die sny van skouerstukke bedien;
- (6) 'n masjien vir die pers van skouerstukke bedien;
- (7) 'n masjien vir die maak van gleuwe in dosies bedien;
- (8) 'n bekledingmasjien bedien;
- (9) 'n sigaretverpakkingsmasjien bedien;
- (10) 'n aksynsseëlmassien bedien;
- (11) 'n masjien vir die maak van gleuwe (blik) bedien;
- (12) 'n hidrouliese tabakpers bedien;
- (13) 'n bladstroop- of ontstingelmassien bedien;
- (14) 'n masjien vir die maak van sigaretdosies sonder skouerstukke bedien;

- (15) operating a power-driven lift;
- (16) operating a power-driven paper or board cutting and rewinding machine;
- (17) operating a power-driven saw;
- (18) operating a printing and labelling machine;
- (19) operating a roasting and drying machine;
- (20) operating a scrap cleaning machine;
- (21) operating a stamping machine (tin);
- (22) operating a side or double seaming machine (tin);
- (23) operating a tin cutting (guillotine) machine;
- (24) operating a tobacco cutting machine;
- (25) operating a tobacco packing machine;
- (26) operating a transparent wrapping machine;
- (27) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (28) knife grinding;
- (29) making paste;
- (30) oiling and greasing machines and motor vehicles;
- (31) packing cigarettes into boxes or tins by hand;
- (32) seamstress;
- (33) soldering by hand;
- (34) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug making machines;
- (35) supervising the steaming of tobacco;

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

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

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

- (1) Operating a box shoulder glueing machine;
- (2) operating a butting machine;
- (3) operating a cigarette ripping machine;
- (4) operating a code dating machine;
- (5) operating a corner cutting machine;
- (6) operating a corner staying machine;
- (7) operating a crimping machine (tin);
- (8) operating a hand operated guillotine for cutting paper or board;
- (9) operating a hand ratchet tobacco press;
- (10) operating a hull refolding machine;
- (11) operating a machine for fixing cutters in lids (tin);
- (12) operating a machine for recessing for cutters (tin);
- (13) operating a power-driven gumming machine;
- (14) operating a rolling or body forming machine (tin);
- (15) operating a stem rolling machine;
- (16) operating a tin heating machine;
- (17) affixing excise stamps by hand;
- (18) applying flavour, casing or colouring material to tobacco by hand;
- (19) assembling shooks or making wooden boxes, cases or crates by hand;
- (20) assistants on delivery vans or vehicles;
- (21) boilerman's trimmer;
- (22) drying tobacco on steam or gas pans;
- (23) factory messenger;
- (24) feeding, catching, sorting and taking off from machines in grade I not elsewhere specified, and machines in grades II and III;
- (25) feeding cigarette making and filter tip assembling machines;
- (26) inserting shoulders into new cigarette boxes by hand;
- (27) making bags, packets or pouches by hand;
- (28) making up and inserting inner paper linings for bulk containers of tobacco;
- (29) mixing leaf tobacco into blends by hand;
- (30) packing foil bundles of cigarettes into cartons by hand;
- (31) packing and/or stencilling containers used for the executing of orders for manufactured goods;
- (32) packing tobacco by hand into bags, packets, pouches or tins up to and including 16 oz.;
- (33) preparing and/or serving food and/or beverages other than cooking meals;
- (34) repairing and assembling (other than cleaning) damaged cigarette boxes by hand;
- (35) stemming or stripping tobacco leaves by hand;
- (36) straightlaying tobacco leaves from tangled form;
- (37) testing tins after being soldered;
- (38) transparent wrapping by hand;
- (39) tubing board for box shoulders;
- (40) watchers on cigarette packing machines;
- (41) weighing and recording weights—not elsewhere specified;
- (42) wrapping packed cigarettes or tobacco into outers by hand;

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

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

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

- (1) Brushing or finishing slides or wedges;
- (2) catching, weighing and/or bundling slides or wedges;

- (15) 'n kraggedrewe hyser bedien;
- (16) 'n kraggedrewe papiersny- of bordsny- en weeropwen-masjiën bedien;
- (17) 'n kraggedrewe saag bedien;
- (18) 'n druk- en etiketteermasjiën bedien;
- (19) 'n rooster- en droogmasjiën bedien;
- (20) 'n afvalskoonmaakmasjiën bedien;
- (21) 'n stempelmasjiën (blik) bedien;
- (22) 'n kant- of dubbelnatemasjiën (blik) bedien;
- (23) 'n blikguillotinemasjiën bedien;
- (24) 'n tabaksnymasjiën bedien;
- (25) 'n tabakverpakkingsmasjiën bedien;
- (26) 'n transparantindraaimasjiën bedien;
- (27) help by en aantekening hou van die ontvang en/of uitreiking van materiale en/of vervaardigde goedere;
- (28) messe slyp;
- (29) pasta maak;
- (30) masjiene en motorvoertuie olie en smeer;
- (31) sigarette met die hand in dosies of blikkies verpak;
- (32) naaister;
- (33) soldeer met die hand;
- (34) sorteer, opvang en afneem van sigaretvervaardigings-, filtermondstuk- en filterpropvervaardigingsmasjiene;
- (35) toesig hou oor die stoom van tabak;

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

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

"graad III werknemer," 'n werknemer wat vir, of in verband met, die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—

- (1) 'n Skouerstukvasplakmasjiën bedien;
- (2) 'n entmasjiën bedien;
- (3) 'n sigaretbreekmasjiën bedien;
- (4) 'n kode- en datummasjiën bedien;
- (5) 'n hoeksnymasjiën bedien;
- (6) 'n hoekverstywersmasjiën bedien;
- (7) 'n riffelmasjiën (blik) bedien;
- (8) 'n handgedrewe guillotinemasjiën vir die sny van papier en bord bedien;
- (9) 'n handgedrewe tandskyftabakpers bedien;
- (10) 'n omhulselhervouingsmasjiën bedien;
- (11) 'n masjiën vir bevestiging van lemme in deksels (blik) bedien;
- (12) 'n masjiën vir kepe vir lemme (blik) bedien;
- (13) 'n kraggedrewe plakmasjiën bedien;
- (14) 'n masjiën vir die maak van rolle of middelstukke (blik) bedien;
- (15) 'n stingelrolmasjiën bedien;
- (16) 'n blikverhittingsmasjiën bedien;
- (17) aksynseëls met die hand opplak;
- (18) geur-, bekleding- of kleurmateriaal met die hand aan tabak aanbring;
- (19) houtkissies, kiste of kratte met die hand uit duie vervaardig;
- (20) helpers op afleweringswaens of voertuie;
- (21) stoomketeltremmer;
- (22) tabak droë op stoom- of gaspanne;
- (23) fabrieksbode;
- (24) voer aan, opvang, sorteer en afneem van masjiene in graad I wat nie elders gespesifiseer is nie en masjiene in graad II en III;
- (25) voer aan sigaretvervaardigings- en mondstukvervaardigingsmasjiene;
- (26) met die hand skouerstukke in nuwe sigaret-dosies insit;
- (27) sakke, pakkies of tabaksakke met die hand maak;
- (28) voorberei en insit van papierbekleding vir grootmaat-tabakhouers;
- (29) bladtabak met die hand in die regte verhouding vermeng;
- (30) met die hand in silwerpapier verpakte sigarette in kartonne verpak;
- (31) houers wat vir die uitvoering van bestellings vir vervaardigde goedere gebruik word, verpak en/of sjablonere;
- (32) tabak met die hand in sakke, pakkies, tabaksakkies of blikkies verpak tot en met 16 ons;
- (33) berei en/of opdien van kos en/of drank, maar nie kos kook nie;
- (34) beskadigde sigaret-dosies met die hand herstel en maak (maar nie skoonmaak nie);
- (35) tabakblare met die hand ontstingel of afstroop;
- (36) verkreukelde tabakblare reguit lê;
- (37) blikkies toets na hulle gesoldeer is;
- (38) transparant indraai met die hand;
- (39) bord vir skouerstukke in pype maak;
- (40) dop-houers van sigaretverpakkingsmasjiene;
- (41) afweeg en aantekening hou van gewigte—nie elders gespesifiseer nie;
- (42) met die hand verpakte sigarette of tabak in buiteverpakking indraai;

"graad III werknemer, gekwalifiseer," 'n graad III werknemer met minstens twee jaar ervaring;

"graad III werknemer, ongekwalifiseer," 'n graad III werknemer met minder as twee jaar ervaring;

"graad IV werknemer," 'n werknemer wat vir, of in verband met, die vervaardiging van sigarette, of gesnyde tabak, een of meer van die volgende werksaamhede verrig:—

- (1) Plaatjies of wie met die hand borsel, of afwerk;
- (2) plaatjies of wie met die hand opvang, weeg en/of bondel;

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

“grade IV employee, qualified,” means a grade IV employee who has had not less than two years’ experience;

“grade IV employee, unqualified,” means a grade IV employee who has had less than two years’ experience;

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

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

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

“piece-work” means any system under which an employee’s remuneration is based upon the quantity or output of work done;

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

“receiving clerk, qualified,” means a receiving clerk who has had not less than five years’ experience;

“receiving clerk, unqualified,” means a receiving clerk who has had less than five years’ experience;

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

“sectionman, qualified,” means a sectionman who has had not less than five years’ experience;

“sectionman, unqualified,” means a sectionman who has had less than five years’ experience;

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

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

- (3) beskadigde sigaretdosies met die hand skoonmaak;
- (4) persele, installasie, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (5) tabakblare met die hand skoonmaak;
- (6) papier met die hand van rolle afsny;
- (7) tabak vogtig maak of in vloeistof indompel;
- (8) tuinmaak;
- (9) kaartjies en/of wie met die hand insit;
- (10) met die hand etiketteer;
- (11) opstel en/of oopmaak van sigaretdosies of omhulsels vir verpakkingsmasjiene—met die hand;
- (12) laai of aflaai;
- (13) goedere verplaas, dra of stapel;
- (14) olie en/of smeer, nie elders genoem nie;
- (15) kiste of bale, pakketta of ander houters oopmaak of toemaak;
- (16) sigarette verpak in oorlogsverpakking en daarbybehoorende werksaamhede;
- (17) in oop en gestandaardiseerde houters verpak, nie elders gespesifiseer nie;
- (18) tabak in grootmaat, oor 16 onse tot en met 10 pd., verpak;
- (19) tabak in grootmaat verpak (oor 10 pd.);
- (20) stingels uitsoek;
- (21) deksels of metaaletiketie op leë of gevulde middelstukke of blikkies plaas, met die hand;
- (22) blikkie, sakkie, of pakkie op pyp plaas;
- (23) gaatjie in blikkie prik voordat dit gesoldeer word;
- (24) ’n handvoertuig stoot, of trek;
- (25) bindblare met die hand verwyder;
- (26) rubberstempels gebruik;
- (27) houters verseël;
- (28) tabakblare op vervoerbande, of tafel, vanmekeer skei en reguit lê;
- (29) sigaretkartjies sorteer;
- (30) afvalsigarette, of -sigaretpakkies, of -dosies of toedraai-materiaal sorteer;
- (31) sjabloner—nie elders gespesifiseer nie;
- (32) roer van geur-, bekledings- of kleurmateriaal en/of bestanddele, maar nie menging nie;
- (33) tabaksblare van vervoerband, of tafel, afneem en/of verpak;
- (34) tabak met die hand omdraai (droë);

„graad IV werknemer, gekwalifiseer,” ’n graad IV werknemer met minstens twee jaar ervaring;

„graad IV werknemer, ongekwalifiseer,” ’n graad IV werknemer met minder as twee jaar ervaring;

„motorvoertuig”, elke voertuig wat ontwerp of bestem is vir voortbeweging deur ander krag as van mens of dier en wat gebruik word vir die vervoer van persone wat by ’n inrigting in diens is en/of goedere, behalwe ’n handelsreisiger se monsters en advertensiemateriaal;

„motorvoertuigbestuurder”, ’n werknemer wat ’n motorvoertuig bestuur en vir die doeleindes van hierdie woordbepaling, sluit „’n motorvoertuig bestuur” alle tyd in wat deur die bestuurder bestee word aan ander werk in verband met die voertuig of die vraag en al die tydperke wat van hom vereis word om gereed te wees om te bestuur;

„’n masjien bedien”, die werk wat verrig word deur ’n werknemer wat verantwoordelik is vir die aansit en stopstap van ’n masjien (maar met uitsluiting van elke ander lid van ’n masjienbemanning wat die masjien kan stopstap) en sluit in die uitvoer van klein lopende verstellings aan ’n masjien en verantwoordelik wees vir dophou en nasien van die kwaliteit van die werk wat deur daardie masjien verrig word;

„stukwerk”, elke stelsel waarvolgens ’n werknemer se besoldiging gebaseer is op die hoeveelheid of omvang van die verrigte werk;

„ontvangklerk”, ’n fabrieksklerklike werknemer wat eerste verantwoordelik is vir die ontvang, nasien, aantekening hou en/of verdeling van goedere of materiaal wat in ’n inrigting ontvang word;

„ontvangklerk, gekwalifiseer,” ’n ontvangklerk met minstens vyf jaar ervaring;

„ontvangklerk, ongekwalifiseer,” ’n ontvangklerk met minder as vyf jaar ervaring;

„afdelingsmasjien”, ’n werknemer, behalwe ’n vakman, wat in beheer is oor ’n groep masjiene en verantwoordelik is vir die doeltreffende werking van daardie masjiene en wat verstellings en/of alle herstellings daaraan, wat nie van ’n vername aard is nie, kan uitvoer;

„afdelingsmasjien, gekwalifiseer,” ’n afdelingsmasjien met minstens vyf jaar ervaring;

„afdelingsmasjien, ongekwalifiseer,” ’n afdelingsmasjien met minder as vyf jaar ervaring;

„korttyddiens”, ’n tydelike vermindering van die getal gewone werke as gevolg van slappe in die bedryf, tekort aan materiaal, ’n algemene breekstop van installasie of masjinerie, wat veroorsaak is deur ongeval of ander onvoorsiene noodgeval, voorraadopname, of staking van werk wat op versoek van ’n meerderheid van die werknemers wat in ’n afdeling of onderafdeling daarvan werksaam is, toegestaan word;

„magasynmeester”, ’n werknemer wat fabrieksklerklike werksaamhede verrig en wat in algemene beheer van voorraad of afgewerkte produkte is en wat eerste verantwoordelik is vir die ontvang, bêre, verpak of uitpak van goedere in ’n magasyn, of pakhuis en/of aflewering van goedere uit ’n magasyn of pakhuis aan die verbruiksafdelings van ’n inrigting, of versending;

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

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

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

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

"wage" means that portion of remuneration exclusive of cost of living allowance payable in money in terms of section 4 (1) or 4 (4) to an employee in respect of his ordinary hours of work.

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

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

4. REMUNERATION.

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

	Wage per Week.			C.o.l.a. per Week.			Total per Week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Foreman.....	9	0	0	1	2	0	10	2	0
Assistant Foreman.....	6	10	0	1	2	0	7	12	0
Forewoman.....	6	0	0	1	2	0	7	2	0
Assistant Forewoman.....	5	9	0	1	2	0	6	11	0
Supervisor.....	5	4	0	1	2	0	6	6	0
Boilerman.....	4	13	6	1	2	0	5	15	6
Doorkeeper, patrolman and watchman.....	4	3	0	1	2	0	5	5	0
Examiner, qualified.....	4	3	0	1	2	0	5	5	0
Examiner, unqualified—									
During first six months of experience.....	3	0	0	0	18	3	3	18	3
During second six months of experience.....	3	11	6	1	0	6	4	12	0
Sectionman, qualified.....	6	15	0	1	2	0	7	17	0
Sectionman, unqualified—									
During first year of experience..	3	0	0	0	18	3	3	18	3
During second year of experience	3	16	0	1	1	3	4	17	3
During third year of experience	4	12	0	1	2	0	5	14	0
During fourth year of experience	5	7	6	1	2	0	6	9	6
During fifth year of experience	6	4	0	1	2	0	7	6	0
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, qualified.....	6	14	6	1	2	0	7	16	6
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, unqualified—									
During first year of experience	2	15	4	0	18	3	3	13	7
During second year of experience.....	3	15	6	1	1	3	4	16	9
During third year of experience	4	10	0	1	2	0	5	12	0
During fourth year of experience.....	5	4	0	1	2	0	6	6	0
During fifth year of experience	5	19	0	1	2	0	7	1	0
Factory clerical employee, female, qualified.....	4	16	0	1	2	0	5	18	0
Factory clerical employee, female unqualified—									
During first year of experience	2	6	2	0	16	0	3	2	2
During second year of experience.....	2	16	6	0	18	3	3	14	9
During third year of experience	3	6	0	0	19	9	4	5	9
During fourth year of experience.....	3	16	0	1	1	3	4	17	3
During fifth year of experience	4	6	0	1	2	0	5	8	0
Platenhand.....	4	13	6	1	2	0	5	15	6
Motor vehicle driver—of a car, van or lorry up to and including 6,000 lb. unladen weight.....	4	13	6	1	2	0	5	15	6
Motor vehicle driver—of lorry exceeding 6,000 lb. unladen weight.....	5	14	6	1	2	0	6	16	6
Handyman.....	3	13	0	1	0	6	4	13	6
Chargehand.....	3	13	0	1	0	6	4	13	6
Grade I employee, qualified.....	3	18	0	1	1	3	4	19	3

„magasynmeester, gekwalifiseer,” ’n magasynmeester met minstens vyf jaar ervaring;

„magasynmeester, ongekwalifiseer,” ’n magasynmeester met minder as vyf jaar ervaring;

„opsigter”, ’n werknemer wat, onder toesig van ’n voorman, voorvrou, assistent-voorman of assistent-voorvrou, in beheer van die werknemers van ’n afdeling van ’n inrigting is, wat kontrole oor daardie werknemers uitoefen en wat verantwoordelik is vir die doeltreffende verrigting van hul werk;

„tabakwyerheid” en „die nywerheid”, die nywerheid waarin werknemer en werknemers verbonde is in ’n inrigting vir die vervaardiging, of verpakking, van sigarettabak en/of sigarette en/of pyptabak, met inbegrip van al die werksaamhede wat behoort by, of die gevolg is van sodanige vervaardiging of verpakking, wat uitgeoefen word deur die werknemers van daardie werkgewers in, of in verband met, ’n inrigting;

„loon”, daardie gedeelte van die besoldiging, met uitsluiting van die lewenskostoelae wat kragtens artikel 4 (1), of 4 (4), in kontant aan ’n werknemer betaal moet word ten opsigte van sy gewone werkure.

Woorde wat die enkelvoud aandui, sluit alle meervoude in en omgekeerd; woorde wat slegs die manlike geslag aandui, sluit ook die vroulike geslag in en omgekeerd, tensy die samehang anders uitwys.

Woorde wat slegs persone aandui, sluit ook maatskappye en firmas in, tensy uitdruklik anders bepaal word.

4. BESOLDIGING.

(1) Behoudens soos bepaal in subartikels (2) (4) en (5) van hierdie artikel, is die minimum lone en lewenskostoelae wat deur ’n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, die volgende; met dien verstande dat dit vir klassifisering van ’n werknemer beskou word dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik in diens is:—

	Loon, per week.			Lewens- koste- toelaag per week.			Totaal per week.		
	£	s.	d.	£	s.	d.	£	s.	d.
Voorman.....	9	0	0	1	2	0	10	2	0
Assistent-voorman.....	6	10	0	1	2	0	7	12	0
Voorvrou.....	6	0	0	1	2	0	7	2	0
Assistent-voorvrou.....	5	9	0	1	2	0	6	11	0
Opsigter.....	5	4	0	1	2	0	6	6	0
Keteloppasser.....	4	13	6	1	2	0	5	15	6
Deurwagter, patrollieman en wag. .	4	3	0	1	2	0	5	5	0
Ondersoeker, gekwalifiseer.....	4	3	0	1	2	0	5	5	0
Ondersoeker, ongekwalifiseer—									
Gedurende eerste ses maande ervaring.....	3	0	0	0	18	3	3	18	3
Gedurende tweede ses maande ervaring.....	3	11	6	1	0	6	4	12	0
Afdelingsmasjinijs, gekwalifiseer....	6	15	0	1	2	0	7	17	0
Afdelingsmasjinijs, ongekwalifiseer—									
Gedurende eerste jaar ervaring..	3	0	0	0	18	3	3	18	3
Gedurende tweede jaar ervaring	3	16	0	1	1	3	4	17	3
Gedurende derde jaar ervaring..	4	12	0	1	2	0	5	14	0
Gedurende vierde jaar ervaring..	5	7	6	1	2	0	6	9	6
Gedurende vyfde jaar ervaring..	6	4	0	1	2	0	7	6	0
Fabrieksklerklike werknemer, versendingsklerk, ontvangklerk en magasynmeester, manlik, gekwalifiseer.....	6	14	6	1	2	0	7	16	6
Fabrieksklerklike werknemer, versendingsklerk, ontvangklerk en magasynmeester, manlik, ongekwalifiseer—									
Gedurende eerste jaar ervaring	2	15	4	0	18	3	3	13	7
Gedurende tweede jaar ervaring	3	15	6	1	1	3	4	16	9
Gedurende derde jaar ervaring	4	10	0	1	2	0	5	12	0
Gedurende vierde jaar ervaring	5	4	0	1	2	0	6	6	0
Gedurende vyfde jaar ervaring	5	19	0	1	2	0	7	1	0
Fabrieksklerklike werknemer, vroulik, gekwalifiseer.....	4	16	0	1	2	0	5	18	0
Fabrieksklerklike werknemer, vroulik, ongekwalifiseer—									
Gedurende eerste jaar ervaring	2	6	2	0	16	0	3	2	2
Gedurende tweede jaar ervaring	2	16	6	0	18	3	3	14	9
Gedurende derde jaar ervaring	3	6	0	0	19	9	4	5	9
Gedurende vierde jaar ervaring	3	16	0	1	1	3	4	17	3
Gedurende vyfde jaar ervaring	4	6	0	1	2	0	5	8	0
Degelpersdrukker.....	4	13	6	1	2	0	5	15	6
Motorvoertuigbestuurder—van ’n kar, wa, of loirie tot en met 6,000 pond gewig sonder vrag.....	4	13	6	1	2	0	5	15	6
Motorvoertuigbestuurder—van ’n kar, wa, of loirie oor 6,000 pond gewig sonder vrag.....	5	14	6	1	2	0	6	16	6
Handlanger.....	3	13	0	1	0	6	4	13	6
Onderbaas.....	3	13	0	1	0	6	4	13	6
Graad I werknemer, gekwalifiseer..	3	18	0	1	1	3	4	19	3

	Wage per Week. £ s. d.	C.o.J.a. per Week. £ s. d.	Total per Week. £ s. d.
Grade I employee, unqualified—			
During first six months of experience.....	1 17 6	0 13 6	2 11 0
During next six months of experience.....	2 7 6	0 16 0	3 3 6
During next six months of experience.....	2 17 0	0 18 3	3 15 3
During next six months of experience.....	3 7 0	0 19 9	4 6 9
Grade II employee, qualified.....	3 7 6	0 19 9	4 7 3
Grade II employee, unqualified—			
During first six months of experience.....	1 17 6	0 13 6	2 11 0
During next six months of experience.....	2 5 0	0 14 9	2 19 9
During next six months of experience.....	2 12 6	0 17 6	3 10 0
During next six months of experience.....	3 0 0	0 18 3	3 18 3
Grade III employee, qualified.....	2 15 0	0 17 6	3 12 6
Grade III employee, unqualified—			
During first six months of experience.....	1 17 6	0 13 6	2 11 0
During next six months of experience.....	2 2 0	0 14 9	2 16 9
During next six months of experience.....	2 6 6	0 16 0	3 2 6
During next six months of experience.....	2 10 0	0 16 0	3 6 0
Grade IV employee, qualified.....	2 10 0	0 16 0	3 6 0
Grade IV employee, unqualified—			
During first six months of experience.....	1 17 6	0 13 6	2 11 0
During next six months of experience.....	2 0 0	0 13 6	2 13 6
During next six months of experience.....	2 2 6	0 14 9	2 17 3
During next six months of experience.....	2 5 0	0 14 9	2 19 9
Artisans—			
Carpenters.....	8 5 0	1 2 0	9 7 0
Electricians.....	8 15 0	1 2 0	9 17 0
Fitters and Turners.....	8 15 0	1 2 0	9 17 0
Employees not elsewhere specified	2 15 0	0 17 6	3 12 6

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

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

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

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

(4) *Reduction of Wage Rate not Permitted.*—Nothing in this Agreement shall operate to reduce the wage rate of an employee who, at any time prior or subsequent to the date this Agreement comes into operation was or may be paid wages in the industry at a rate higher than the minimum provided in this section and such employee shall continue to be paid and be entitled to receive wages at a rate not lower than such higher rate as if such higher rate were the minimum in respect of that employee, provided that such employee remains with, or is re-engaged by the same employer.

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

- for which a rising scale of wages is prescribed, an addition of twenty per cent. of the wage of the lower class;
- for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate;

	Loon per week. £ s. d.	Lewens- koste- toelaag per week. £ s. d.	Totaal per week. £ s. d.
Graad I werknemer, ongekwalifi- seer—			
Gedurende die eerste ses maande ervaring.....	1 17 6	0 13 6	2 11 0
Gedurende die volgende ses maande ervaring.....	2 7 6	0 16 0	3 3 6
Gedurende die volgende ses maande ervaring.....	2 17 0	0 18 3	3 15 3
Gedurende die volgende ses maande ervaring.....	3 7 0	0 19 9	4 6 9
Graad II werknemer, gekwalifiseer.	3 7 6	0 19 9	4 7 3
Graad II werknemer, ongekwalifi- seer—			
Gedurende die eerste ses maande ervaring.....	1 17 6	0 13 6	2 11 0
Gedurende die volgende ses maande ervaring.....	2 5 0	0 14 9	2 19 9
Gedurende die volgende ses maande ervaring.....	2 12 6	0 17 6	3 10 0
Gedurende die volgende ses maande ervaring.....	3 0 0	0 18 3	3 18 3
Graad III werknemer, gekwalifi- seer.....	2 15 0	0 17 6	3 12 6
Graad III werknemer, ongekwalifi- seer—			
Gedurende eerste ses maande ervaring.....	1 17 6	0 13 6	2 11 0
Gedurende die volgende ses maande ervaring.....	2 2 0	0 14 9	2 16 9
Gedurende die volgende ses maande ervaring.....	2 6 6	0 16 0	3 2 6
Gedurende die volgende ses maande ervaring.....	2 10 0	0 16 0	3 6 0
Graad IV werknemer, gekwalifiseer	2 10 0	0 16 0	3 6 0
Graad IV werknemer, ongekwalifi- seer—			
Gedurende eerste ses maande ervaring.....	1 17 6	0 13 6	2 11 0
Gedurende die volgende ses maande ervaring.....	2 0 0	0 13 6	2 13 6
Gedurende die volgende ses maande ervaring.....	2 2 6	0 14 9	2 17 3
Gedurende die volgende ses maande ervaring.....	2 5 0	0 14 9	2 19 9
Ambagsmanne—			
Timmermans.....	8 5 0	1 2 0	9 7 0
Elektrisiens.....	8 15 0	1 2 0	9 17 0
Monteurs en draaiers.....	8 15 0	1 2 0	9 17 0
Werknemers nie elders gespesifiseer nie.....	2 15 0	0 17 6	3 12 6

(2) *Vasgestelde datum vir salarisverhogings.*—'n Werkgewer moet die verhogings wat aan sy werknemers gedurende elke kalenderjaar verskuldig is, op die volgende basis betaal:—

(a) Al die werknemers wat gedurende die tydperk 1 Januarie tot en met 31 Maart van 'n kalenderjaar vir verhoging kwalifiseer, moet daardie verhogings betaal word op die 15de Februarie wat binne daardie tydperk val, en daardie verhogings is van toepassing op die hele betaalweek binne welke die 15de Februarie val.

(b) Net so en op dieselfde manier, moet al die verhogings wat gedurende die tydperke 1 April tot en met 30 Junie, 1 Julie tot en met 30 September, en 1 Oktober tot en met 31 Desember van 'n kalenderjaar verskuldig word, aan die werknemers betaal word op die 15de Mei, 15de Augustus en 15de November wat binne die betrokke tyd-
perke val.

(3) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, moet een-vyfde van die hoogste weekloon soos voorgeskryf vir 'n werknemer in dieselfde onderafdeling van die tabaknywerheid, wat dieselfde soort werk verrig as wat van die los werknemer vereis word, betaal word.

(4) *Verlaging van loonskaal word nie toegestaan nie.*—Niks in hierdie Ooreenkoms het die uitwerking van verlaging van die loonskaal van 'n werknemer wat te eniger tyd, voor of na die datum waarop hierdie Ooreenkoms in werking tree, lone in die nywerheid betaal is, of kan word, teen 'n hoër skaal as die minimum wat in hierdie artikel voorgeskryf word en sodanige werknemer sal verder geregtig wees op, en aan hom moet verder die lone betaal word teen 'n skaal wat nie laer as daardie hoër skaal is nie, asof daardie hoër skaal die minimum ten opsigte van daardie werknemer is; met dien verstande dat daardie werknemer by dieselfde werkgewer in diens bly, of weer deur hom in diens geneem word.

(5) *Verskillende lone.*—'n Werkgewer wat van een lid van sy werknemers vereis of hom toestaan om op 'n dag tesaam werk van 'n ander klas te verrig waarvoor 'n hoër loon of 'n opgaande loonskaal met 'n hoër gekwalifiseerde loon in subartikel (1) van hierdie artikel voorgeskryf word, moet daardie werknemer soos volg betaal indien daardie hoër loon ten opsigte van 'n klas werknemer is—

- waarvoor 'n opgaande loonskaal voorgeskryf is, 'n ekstra 20 persent van die loon van die laer klas;
- waarvoor nie 'n opgaande loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër skaal;

in respect of the whole day on which he performs such work plus cost of living allowance: Provided that where the sole difference between classes is in terms of sub-section (1) of this section based on experience, the provisions of this sub-section shall not apply.

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

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

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

(a) *Calculation of Monthly Wage.*—For the purpose of calculating the monthly wage of an employee for whom a weekly wage is prescribed, the weekly wage shall be multiplied by 44.

(b) *Calculation of Weekly Wage.*—For the purpose of calculating the weekly wage of an employee who is paid monthly, the monthly wage shall be divided by 44.

(c) *Calculation of Hourly Wage.*—The hourly wage of an employee shall be calculated by dividing the weekly wage by 44.

(8) *Cost of Living Allowance.*—The cost of living allowance payable shall be that payable in accordance with War Measure No. 43 of 1942, as amended from time to time, subject to the following:—

(a) The cost of living allowance detailed in sub-section (1) of this section based on the allowance payable under the said War Measure effective as at 28th September, 1949, shall not be decreased during the period of this agreement, irrespective of any amendment thereto which decreases or repeals the said allowance.

(b) In the event of the said War Measure being so amended that the allowance payable shall be increased, such amendment shall become operative; any subsequent amendment decreasing the allowance shall be effective only to the extent that the allowance shall not be lower than that detailed in clause (a) of this sub-section.

(9) *Promotion.*—Where a vacancy occurs in any establishment in a grade or class of work for which a higher wage, or in the case of a rising scale of wages, a higher qualified wage is prescribed than that payable to other employees in such establishment, the employer shall fill such vacancy by one of his employees of a lower grade; provided that where special reasons exist, the employer may fill the vacancy by engaging a new employee; and provided further that when an experienced employee of such grade or class is required and such employee is available elsewhere, this provision shall not apply. For the purpose of this sub-section, all establishments of the employers who concluded this Agreement on the 14th September, 1950, shall be deemed to be one establishment.

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

5. PAYMENT OF REMUNERATION.

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

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

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

ten opsigte van die hele dag waarop daardie werk verrig word; met dien verstande dat wanneer die enigste verskil tussen klasse kragtens subartikel (1) van hierdie artikel op ervaring berus, die bepaling van hierdie subartikel nie van toepassing is nie.

Die bepaling van hierdie subartikel is ook nie van toepassing op 'n assistent-voorman, 'n voorvrou of 'n assistent-voorvrou wanneer hulle vir 'n voorman of voorvrou waarneem nie, tensy hy/sy vir 'n ononderbroke tydperk van minstens drie weke op 'n tyd aldus waarneem, in welke geval dit op die tydperk bo sodanige drie weke van toepassing is.

(6) *Basis van Kontrak.*—Vir die doeleindes van hierdie artikel is die basis van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, weekliks en behoudens soos bepaal in subartikel (5) van hierdie artikel en in subartikel (7) van artikel 5, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, betaal word, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in artikel 6 (1) of minder gewerk het.

(7) Behoudens soos andersins in hierdie Ooreenkoms bepaal, moet lone as volg bereken word:—

(a) *Berekening van maandloon.*—Vir die doeleindes van berekening van die maandloon van 'n werknemer vir wie 'n weekloon voorgeskryf is, moet die weekloon met 44 vermenigvuldig word.

(b) *Berekening van weekloon.*—Vir die doeleindes van berekening van die weekloon van 'n werknemer wat by die maand betaal word, moet die maandloon deur 44 gedeel word.

(c) *Berekening van uurloon.*—Die uurloon van 'n werknemer word bereken deur die weekloon deur 44 te deel.

(8) *Lewenskostoelae.*—Die lewenskostoelae wat betaal moet word, is dié soos vasgestel by Oorlogsmaatreël No. 43, van 1942, soos van tyd tot tyd gewysig, onderworpe aan onderstaande:—

(a) Die lewenskostoelae in subartikel (1) van hierdie artikel uiteengesit en gebaseer op die toelae betaalbaar kragtens die genoemde Oorlogsmaatreël soos op 28 September 1949 van krag, mag nie gedurende die termyn van hierdie Ooreenkoms verminder word nie, ongeag enige wysiging daarvan wat die genoemde toelae verminder of intrek.

(b) Ingeval die genoemde Oorlogsmaatreël so gewysig word dat die betaalbare toelae vermeerder word, moet dié wysiging van krag word; enige daaropvolgende wysiging wat die toelae verminder, word dan slegs van krag in dié mate dat die toelae nie minder is as dié wat in klousule (a) van hierdie subartikel uiteengesit word nie.

(9) *Bevordering.*—Wanneer daar in 'n inrigting 'n vakature ontstaan in 'n graad of klas werk, of in die geval van 'n opgaande loonskaal 'n hoër gekwalifiseerde loon voorgeskryf is as wat aan ander werknemers in sodanige inrigting betaalbaar is, moet die werkgewer daardie vakature vul met een van sy werknemers uit 'n laer graad; met dien verstande dat wanneer daar spesiale redes bestaan, die werkgewer die vakature kan vul deur 'n nuwe werknemer aan te neem; en voorts met dien verstande dat wanneer 'n ervare werknemer van daardie graad of klas nodig is en sodanige werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie. Vir die doeleindes van hierdie subartikel, word al die inrigtings van die werkgewers wat hierdie Ooreenkoms op 14 September 1950 gesluit het, beskou as een inrigting te wees.

(10) *Oorplasing na 'n hoër graad.*—'n Werknemer wat na 'n hoër graad oorgeplaas word, moet die lone betaal word waarop hy geregtig sou gewees het as sy in die laer graad gebly het, totdat die lone wat hom in die hoër graad betaal moet word, meer is as die loon wat in die laer graad betaal moet word.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, behalwe 'n los werknemer.*—Behoudens soos bepaal in artikel 7 (2), moet elke bedrag wat aan 'n werknemer verskuldig is, weekliks, of wanneer die werkgewer en werknemer aldus skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind en moet in 'n geslote kovert wees met op die buitekant die werkgewer en werknemer se name, die werknemer se fabrieksnummer, vak, klassifisering en loonskaal, die getal gewone ure en oortydure wat gewerk is, die lone wat ten opsigte van elkeen betaal is, die bedrag van bonus, aanpassing, lewenskostoelae of elke ander betaling wat gedoen word, die totale besoldiging wat betaal word, en die sluitingsdatum ten opsigte van die tydperk waarvoor betaal word en die bedrag wat afgetrek word vir vakverenigingsgelde, raadsfondsydraes, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, en bydraes aan pensioen-, voorsorg- en bystandfondse; met dien verstande dat wanneer 'n ooreenkoms vir 'n langer opseggingstermyn as van een week gesluit is, besoldiging aan die einde van elke sodanige langer termyn betaal kan word.

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

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

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

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

(6) *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 deduction from his employee's remuneration other than the following:—

(a) A deduction for council funds, contributions prescribed by the Unemployment Insurance Act, No. 53 of 1946, pensions and provident funds, and with the consent of the employee for benevolent, mortality and retirement funds and fees due to the National Union of Cigarette and Tobacco Workers.

(b) Save as provided in section 8, when his employee absents himself from work, or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence.

(c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

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

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

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

(e) Whenever protective clothing owned by the employer is not returned by an employee on termination of his service, a deduction of £1 in accordance with sub-section (2) of section 14.

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

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

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

(i) forty-four in any week from Thursday to Wednesday, inclusive;

(ii) nine in any day;

(iii) a week shall consist of five days only; save as provided in sub-section (10) (c) of this section no work shall be performed on a Saturday;

(b) in the case of a watchman—

(i) forty-eight in any week from Thursday to Wednesday inclusive;

(ii) nine per shift;

(iii) a week may consist of six shifts.

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

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

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

(a) if such interval be for longer than one hour, any period in excess of an hour shall be deemed to be ordinary hours of work;

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

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

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

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

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

(4) *Premies.*—Vir diensverskaffing aan, of opleiding van 'n werknemer, mag geen regstreekse of onregstreekse betaling aan 'n werkgewer gedoen word nie.

(5) *Aankoop van goedere.*—'n Werkgewer kan nie van 'n werknemer vereis om van hom of van 'n winkel of van 'n persoon, wat deur hom aangewys word, goedere te koop nie.

(6) *Kos en huisvesting.*—Behoudens soos by wet bepaal, kan 'n werkgewer nie van sy werknemer vereis om van hom, of van 'n persoon of by 'n plek, wat deur hom aangewys word, kos en/of huisvesting aan te neem nie.

(7) *Boetes en kortings.*—'n Werkgewer kan geen boetes van sy werknemer hef, of kortings van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

(a) 'n Kortings vir raadsfondse, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringswet, No. 53 van 1946, pensioen- en voorsorgfondse en met die toestemming van die werknemer vir bystand-, sterfte- en uitdienstredingfondse, en gelde verskuldig aan die National Union of Cigarette and Tobacco Workers.

(b) Behoudens soos voorgeskryf in artikel 8, wanneer sy werknemer van sy werk wegbly, of weens siekte afwesig is, 'n korting wat in verhouding tot die tydperk van sodanige afwesigheid is.

(c) 'n Kortings van elke bedrag wat 'n werknemer kragtens 'n wet, of 'n bevel van 'n bevoegde hof, verplig is of toegestaan word om af te trek.

(d) Wanneer ook al die gewone werkure soos voorgeskryf in artikel 6 (1) verminder word weens korttydwerk, 'n korting van een vier-en-veertigste van die weekloon soos voorgeskryf in artikel 4 (1), of (4), ten opsigte van elke uur van daardie vermindering; met dien verstande dat sodanige vermindering nie meer as ses vier-en-veertigstes van die weekloon van sodanige werknemer mag wees nie, afgesien van die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen korting afgetrek kan word nie—

(i) ingeval van korttydwerk wat ontstaan uit 'n tydelike slappe in die bedryf, of tekort aan grondstowwe, of voorraadopname, tensy die werkgewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) ingeval van korttydwerk wat ontstaan uit 'n algemene breekstop van installasie, of masjinerie, as gevolg van ongeval, of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie.

(e) Wanneer ook al beskermende klere wat die werkgewer se eiendom is, nie deur 'n werknemer by beëindiging van sy diens teruggee word nie, 'n korting van £1 ooreenkomstig subartikel (2) van artikel 14.

6. WERKURE, GEWONE TYD EN OORTYD EN BETALING VIR OORTYD.

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

(a) In die geval van 'n werknemer, behalwe 'n wag—

(i) Vier-en-veertig in 'n week van Donderdag tot en met Woensdag;

(ii) nege op 'n dag;

(iii) 'n week moet slegs vyf dae tel; behoudens soos voorgeskryf in subartikel (10) (c) van hierdie artikel, moet nie op Saterdag gewerk word nie.

(b) In die geval van 'n wag—

(i) agt-en-veertig in 'n week van Donderdag tot en met Woensdag;

(ii) nege per skof;

(iii) 'n week moet uit ses skofte bestaan.

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

(3) Die gewone werkure van 'n los werknemer mag hoogstens nege op 'n dag wees.

(4) *Etensonderbrekings.*—'n Werkgewer kan nie van sy werknemer vereis, of hom toelaat om vyf uur agtereën op 'n dag sonder 'n onderbreking van minstens een uur, waarin nie gewerk mag word, te werk nie en daardie onderbreking moet nie as deel van die gewone werkure, of oortydure gereken word nie; met dien verstande dat—

(a) wanneer daardie onderbreking langer as een uur duur, elke tydperk bo een uur as gewone werkure beskou moet word;

(b) tydperke van werk wat deur 'n tussenposkoos van minder as een uur onderbreek word, beskou moet word dat dit onderbroke is.

(5) *Ruspose.*—'n Werkgewer moet aan elkeen van sy werknemers, behalwe 'n nagwag, wat in, of by, sy inrigting werk, 'n ruspoos van minstens tien minute toestaan so na as moontlik aan—

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

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

waarin nie van die werknemer vereis, of ty hoegelaat kan word om werk te verrig nie, en dit moet beskou word dat sodanige ruspoos deel van die gewone werkure uitmaak.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens soos bepaal in subartikel (4) en (5) van hierdie artikel, moet alle werkure agtereenvolgend wees.

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

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

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

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

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

(8) *Limitation of Hours of Work on Public Holidays and Sundays.*—For the purpose of sub-section (1) of this section, whenever an employee is required to work on a public holiday mentioned in section 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on a Saturday, shall not exceed 5 hours.

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

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

(a) in the case of a male employee—

- (i) save as provided in sub-section (c) for more than two hours in any day;
- (ii) for more than 10 hours in any week;

(b) in the case of a female employee—

- (i) for more than two hours in any day;
- (ii) on more than three consecutive days;
- (iii) for more than 10 hours in any week;
- (iv) on more than 60 days in any year;
- (v) after completion of her working hours for more than one hour in any day unless he has—

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

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

(11) *Payment of Overtime.*—An employer shall pay an employee employed by him at a rate not less than one and one-half times his ordinary rate in respect of all overtime worked by such employee, such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.

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

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

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

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

7. ANNUAL LEAVE.

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

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

(b) In the case of an employee who becomes such after the 15th January of the calendar year to which such leave relates, 11 hours on full pay in respect of each completed one and one-half months of employment. An employer may require such employee to take additional leave without pay up to a total period not exceeding ten consecutive working days during the period of leave stated in sub-section (a) hereof.

(7) Dit moet beskou word dat 'n werknemer bo en behalwe die tydperk wat hy werklik werksaam is, werk—

(a) gedurende die hele ruspoos in sy werk, wanneer—

- (i) hy nie vry is om die persele van sy werkgever gedurende daardie hele ruspoos te verlaat nie; of
- (ii) die duur van sodanige ruspoos nie in die aantekening wat kragtens artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk, gehou moet word, vermeld staan nie; en

(b) gedurende elke ander tydperk waarin hy op die persele van sy werkgever is;

met dien verstande dat wanneer dit bewys word dat daardie werknemer nie gewerk het nie en vry was om die persele te verlaat gedurende enige gedeelte van 'n tydperk wat in paragraaf (b) genoem word, die vooropstelling waarvoor in hierdie subartikel voorsiening gemaak word, nie ten opsigte van daardie werknemer ten opsigte van daardie gedeelte van daardie tydperk van toepassing is nie.

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Vir die doeleindes van subartikel (1) van hierdie artikel, moet, wanneer ook al van 'n werknemer vereis word om op 'n openbare vakansiedag soos voorgeskryf in artikel 9 (1), of op 'n Sondag, te werk, die werkure op sodanige dag hoogstens die gewone ure wees wat gewoonlik op so'n dag gewerk word (vir hierdie doeleindes is Maandag die gelyke werkdag vir Sondag) en wanneer 'n openbare vakansiedag op Saterdag val, hoogstens 5 uur wees.

(9) *Oortydwerk.*—Al die tyd wat oor die maksimum getal ure soos voorgeskryf in subartikels (1) en (3) van hierdie artikel, ten opsigte van 'n dag of 'n week gewerk word, moet as oortyd beskou word.

(10) *Beperking van oortydwerk.*—'n Werkgever kan nie van 'n werknemer vereis, of hom toelaat, om—

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

- (i) behoudens soos bepaal in subartikel (c) meer as twee uur oortyd op 'n dag te werk nie;
- (ii) meer as 10 uur in 'n week oortyd te werk nie;

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

- (i) meer as twee uur op 'n dag oortyd te werk nie;
- (ii) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (iii) meer as 10 uur in 'n week oortyd te werk nie;
- (iv) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (v) na voltooiing van haar werkure, meer as een uur oortyd op 'n dag te werk nie, tensy—

- (1) daardie werknemer voor twaalfuur middag daarvan in kennis gestel is; of
- (2) aan daardie werknemer 'n voldoende maaltyd verstrek is voordat sy met oortydwerk moet begin; of
- (3) aan sodanige werknemer betyds 'n toelae van een sjieling en ses pennies betaal is om die werknemer in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin;

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

(11) *Betaling vir oortydwerk.*—'n Werkgever moet 'n werknemer wat by hom in diens is, teen 'n skaal van minstens anderhalfmaal sy gewone skaal betaal ten opsigte van al die oortydwerk wat deur daardie werknemer gewerk word, en daardie oortydwerk is die totaal van al die tydperke wat gedurende daardie week oortyd gewerk is en elke oorblywende breuk van 'n uur, moet as 'n uur gereken word.

(12) Van geen werknemer kan vereis word om sonder sy toestemming oortyd te werk nie.

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

(14) *Voorbehoude.*—Die bepalinge van subartikel (6) en (10) van hierdie artikel is nie van toepassing op 'n manlike werknemer wat noodsaaklike werk verrig as gevolg van 'n breekstop van installasie, of masjinerie, of ander onvoorsiene noodgeval nie, of in evrband met grondig nasien of herstel van installasie of masjinerie, wat nie gedurende gewone werkure verrig kan word nie, en die bepalinge van subartikels (4), (5), (7) en (10) van hierdie artikel is nie op 'n wag van toepassing nie.

(15) *Omdraai van tabak gedurende die sweetproses.*—'n Werknemer wat hierdie werk doen, kan nie toegelaat word om sodanige werk vir langer as drie maande in elke ses opeenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subartikels (c) en (d) van hierdie artikel, moet 'n werkgever sy werknemer ten opsigte van elke kalenderjaar jaarlikse verlof, wat begin gedurende die tweede helfte van Desember van die kalenderjaar, toestaan as volg:—

(a) In die geval van 'n werknemer wat by hom in diens is sinds die 15de Januarie van die kalenderjaar waarop die verlof betrekking het, agt agtereenvolgende werkdade met volle betaling; met dien verstande dat die genoemde agt dae, Kersdag, Tweede Kersdag en Nuwejaarsdag een aaneenlopende tydperk van verlof vorm.

(b) In die geval van 'n werknemer wat na die 15de Januarie van die kalenderjaar waarop die verlof betrekking het, in diens kom, een dag met volle betaling ten opsigte van elke volle anderhalwe maand diens, en daardie dae moet agtereenvolgende werkdade wees. 'n Werkgever kan van sodanige werknemer vereis om 'n totale tydperk tot hoogstens agt agtereenvolgende werkdade ekstra verlof sonder betaling te neem gedurende die tydperk van verlof wat in subartikel (a) hiervan voorgeskryf word.

- (c) Notwithstanding the provisions of sub-sections (a) and (b) and in substitution therefor an employer shall have the right to grant the number of days leave on full pay in terms of the said sub-sections to not more than five per cent. of his employees at such other time during December and/or the January immediately following as may be necessary for the efficient conduct of his business.
- (d) A monthly paid employee may be required or permitted to take his annual leave on full pay of the duration prescribed in sub-section (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave relates.

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

(3) An employee whose contract of employment terminates before the period of leave referred to in sub-section (1) has accrued, shall, upon such termination be paid in respect of each completed one and one half months of such period of less than one calendar year not less than 11 hours full pay and cost of living allowance based on the weekly wage which he was receiving immediately before the date of such termination.

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

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

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

- (a) absent on leave in terms of sub-section (1);
 - (b) required to undergo training under the South Africa Defence Act, 1912;
 - (c) absent from work on the instructions of or at the request of his employer;
 - (d) absent on sick leave in terms of section 8;
- 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.

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

- (a) through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, 88 working hours' sick leave in the aggregate during any one calendar year of employment with him, and shall pay to him not later than the second pay-day after his return to work in respect of each hour thereof not less than one forty-fourth of the weekly wage which he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed;
- (b) through an accident compensable under the Workmen's Compensation Act, 1941, an amount equal to the difference between the compensation received for wages lost and the actual amount of his wages lost, provided that such amount shall not exceed the amount of sick pay due to such employee in terms of sub-section (a) of this section and that it may be offset against such sick pay.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant leave on full pay to an employee on New Year's Day, Good Friday, Easter Monday, May Day (1st May), Ascension Day, Empire Day, Union Day, King's Birthday (first Monday in August), Arbor Day, Dingaan's Day, Christmas Day and Boxing Day.

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

- (a) in respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday, i.e. nine hours; provided that an employer may pay an employee who works on a Sunday, one and a half times the weekly wage prescribed in section 4 (1) or section 4 (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 section 4 (1) or section 4 (4) for an employee of his class divided by five;

- (c) Ondanks die bepalings van subartikels (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal dae verlof met volle betaling kragtens die genoemde subartikels, aan hoogstens vyf persent van sy werknemers toe te staan op sodanige ander tyd gedurende Desember en/of Januarie onmiddellik daaropvolgende, as wat vir die doeltreffende leiding van sy besigheid nodig kan wees.
- (d) Van 'n werknemer wat by die maand-betaal word, kan vereis, of kan hy toegelaat word, om sy jaarlikse verlof met volle betaling van die duur soos voorgeskryf in subartikels (a) of (b), op 'n ander tyd te neem, maar sodat dit nie later as twee maande na die voltooiing van elke diensjaar waarop dit betrekking het, begin nie.

(2) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof wat in subartikel (1) van hierdie artikel voorgeskryf word, moet op die laaste werkdag voor die datum van aanvang van daardie verlof betaal word.

(3) 'n Werknemer wie se dienskontrak eindig voordat die tydperk van verlof, voorgeskryf in subartikel (1), verskuldig geword het, moet by diensbeëindiging ten opsigte van elke volle anderhalwe maand van daardie tydperk van minder as een kalenderjaar, minstens een volle dag se loon betaal word, gebaseer op die weekloon wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

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

(5) 'n Werknemer wat op 'n tydperk van verlof kragtens subartikel (1) geregtig geword het en wie se dienskontrak eindig voordat daardie verlof toegestaan is, moet by daardie beëindiging die bedrae betaal word wat, na gelang van die geval, van toepassing is soos voorgeskryf in subartikels (1), (3) of (4).

(6) Vir die doeleindes van hierdie artikel, word dit beskou dat die uitdrukking „diens” elke tydperk, of alle tydperke, insluit wanneer 'n werknemer—

- (a) met verlof kragtens subartikel (1) afwesig is;
 - (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
 - (c) op las, of op versoek van sy werkgewer van sy werk afwesig is;
 - (d) met siekteverlof kragtens artikel 8 afwesig is;
- en word dit beskou dat dit begin op die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het, of, na gelang van die jongste datum, die datum van sy indiensneming.

8. SIEKTEVERLOF.

'n Werkgewer moet die volgende toestaan aan sy werknemer wat gedurende die kalenderjaar van sy werk afwesig is:—

- (a) Weens siekte, of ongeval, wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, altesaam 88 werkure siekteverlof in 'n kalenderjaar diens by hom, en moet hom nie later as die tweede betaaldag na sy terugkeer op werk nie, ten opsigte van elke uur daarvan minstens een vier-en-veertigste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het, betaal; met dien verstande dat die werkgewer kan vereis dat 'n getekende sertifikaat van 'n geregistreerde geneesheer voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word;
- (b) weens 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is, 'n bedrag wat gelyk is aan die verskil tussen die skadeloosstelling wat vir loon wat verloor is betaal word en die werklike bedrag aan loon wat verloor is; met dien verstande dat daardie bedrag nie meer as die bedrag vir siekteverlof wat kragtens subartikel (a) van hierdie artikel aan daardie werknemer verskuldig is, kan wees nie, en dat dit van sodanige siektebetaling afgetrek kan word.

9. OPENBARE VAKANSIEDAE EN SONDAG.

(1) 'n Werkgewer moet aan 'n werknemer verlof met volle betaling toestaan op Nuwejaarsdag, Goede Vrydag, Paasmaandag, Meidag (1 Mei), Hemelvaartsdag, Ryksdag, Uniedag, Koningsverjaardag (1ste Maandag in Augustus), Boomplantdag, Dingaansdag, Kersdag en Tweede Kersdag.

(2) *Betaling vir werk op Sondag en openbare vakansiedae.*—Behoudens soos bepaal in artikel 6 (8), moet 'n werknemer, behalwe 'n wag, wanneer ook al hy op Sondag, of op 'n openbare vakansiedag werk, deur sy werkgewer—

- (a) ten opsigte van 'n Sondag, minstens dubbel die loon betaal word wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, nl. 9 uur; met dien verstande dat 'n werkgewer 'n werknemer wat op Sondag werk anderhalfmaal die weekloon soos voorgeskryf in artikel 4 (1), of artikel 4 (4) vir 'n werknemer van sy klas, gedeel deur 44 kan betaal vir elke uur, of gedeelte van 'n uur, wat aldus gewerk word, en hom binne sewe dae na daardie Sondag een dag verlof kan toestaan en hom ten opsigte daarvan minstens die weekloon soos voorgeskryf in artikel 4 (1), of artikel 4 (4) vir 'n werknemer van sy klas gedeel deur vyf, moet betaal;

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

10. PROPORTION OR RATIO.

An employer shall not employ—

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

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

11. PIECE-WORK.

- (1) An employee employed on piece-work for any period shall be paid the full amount earned by him under the piece-work rates, subject to sub-sections (2), (3) and (4) of this section, provided that irrespective of the amount of piece-work performed such employee shall in respect of such period be paid not less than the wage which would have been payable to him had he been employed as a time worker during such period.
- (2) An employer shall not introduce piece-work in his establishment unless he has given to his employees and to the Council not less than two weeks' notice of his intention to do so.
- (3) An employer whose employees are engaged on piece-work shall not be permitted to discontinue the piece-work system unless he has given at least two weeks' notice to his employees and to the Council of his intention to do so.
- (4) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-work rates referred to in sub-section (1) and shall not alter such rates unless he has given to his employees and to the Council not less than two weeks' notice of the proposed alteration.

12. EXEMPTIONS.

- (1) The Council in its discretion may grant to or in respect of any person exemption from any of the provisions of this Agreement, provided that no exemption shall be granted from sub-section (2) of section 6, unless such work is necessitated by an emergency.
- (2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate provided that the Council may, if it deems fit, after one week's notice in writing has been given to the employer and/or employee concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.
- (3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this section a licence signed by him setting out—
- the full name of the person concerned;
 - the provisions of the Agreement from which exemption is granted;
 - the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted;
 - the period during which the exemption shall operate.

13. LOG BOOK.

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

Daily Log.

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

.....
 Signature of Driver.

- (b) ten opsigte van 'n openbare vakansiedag, benewens die loon wat aan hom verskuldig is kragtens subartikel (1) hiervan, sy gewone loon betaal moet word ten opsigte van die tyd wat gewerk is en waarby elke gedeelte van 'n uur wat gewerk is as 'n volle uur gereken word.

10. GETALLEVERHOUDING.

Geen werkgewer kan—

- (a) 'n ongekwalifiseerde fabrieksklerklike werknemer, versendingsklerk, ontvangklerk, magasynmeester, graad I werknemer en graad II werknemer in diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerklike werknemer, versendingsklerk, ontvangklerk, magasynmeester, graad I werknemer en graad II werknemer in diens het en vir elke sodanige gekwalifiseerde fabrieksklerklike werknemer, versendingsklerk, ontvangklerk, magasynmeester, graad I werknemer en graad II werknemer, kan hy nie meer as een ongekwalifiseerde fabrieksklerklike werknemer, versendingsklerk, ontvangklerk, magasynmeester, graad I werknemer en graad II werknemer in diens hê nie;
- (b) meer as twee ongekwalifiseerde graad III en/of graad IV werknemers in sy diens hê nie, tensy hy drie gekwalifiseerde graad III en/of graad IV werknemers in diens het nie en vir elke drie gekwalifiseerde graad III en/of graad IV werknemers, kan hy nie meer as twee ongekwalifiseerde graad III en/of graad IV werknemers in diens hê nie. Vir die doeleindes van hierdie artikel, moet graad III en graad IV werknemers as een groep werknemers gereken word;

met dien verstande dat 'n ongekwalifiseerde werknemer wat in enigeen van die klasse genoem word en wat 'n loon verdien van minstens die loon soos vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf, vir die doeleindes van hierdie artikel as 'n gekwalifiseerde werknemer gereken kan word.

11. STUKWERK.

- (1) 'n Werknemer wat vir enige tydperk stukwerk verrig, moet die volle bedrag wat hy ooreenkomstig die stukwerkloone verdien het, betaal word, onderworpe aan subartikel (2), (3) en (4) van hierdie artikel; met dien verstande dat afgesien van die bedrag aan stukwerk wat verrig is, daardie werknemer ten opsigte van daardie tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende daardie tydperk as 'n tydwerker gewerk het.
- (2) 'n Werkgewer kan nie stukwerk in sy inrigting invoer nie, tensy hy sy werknemers en die Raad minstens twee weke tevore kennis gee van sy voorneme om dit in te voer.
- (3) 'n Werkgewer wie se werknemers stukwerk verrig, word nie toegelaat om die stukwerkstelsel af te skaf nie, tensy hy sy werknemers en die Raad minstens twee weke tevore kennis gee van sy voorneme om dit te doen.
- (4) 'n Werkgewer moet op 'n opvallende plek in sy inrigting die tarief van die stukwerkstelsel wat in subartikel (1) voorgeskryf word vertoon hou en kan daardie skale nie verander nie tensy hy sy werknemers en die Raad minstens twee weke tevore kennis gee van die voorgestelde verandering.

12. VRYSTELLINGS.

- (1) Die Raad kan na goeddunke aan enige persoon vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande dat geen vrystelling van subartikel (2) van artikel 6 verleen word nie, tensy die werk deur 'n noodgeval genoodsaak word.
- (2) Die Raad moet ten opsigte van die persoon aan wie vrystelling kragtens subartikel (1) van hierdie artikel verleen word, die voorwaardes vasstel waarop daardie vrystelling verleen word en ook die tydperk waarvoor die vrystelling van krag sal wees; met dien verstande dat die Raad, na goeddunke, na een week skriftelike kennisgewing aan die betrokke werkgewer en/of werknemer, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.
- (3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens hierdie artikel verleen word, 'n sertifikaat, wat deur hom onderteken is, uitreik, met vermelding van—
- die naam van die betrokke persoon voluit;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes, soos vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop daardie vrystelling verleen word;
 - die tydperk waarvoor die vrystelling van krag sal wees.

13. LOGBOEK.

- (1) Elke werkgewer moet 'n logboek met duplikaatblaaie vir gebruik deur elke motorvoertuigbestuurder verstrek so na as moontlik in die onderstaande vorm:—

Daaglikse log.

Naam van werkgewer.....
 Naam van bestuurder.....
 Begintyd van werk..... vm./nm.
 Stakingstyd van werk..... vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etensuur van..... vm./nm. vm./nm.
 Breekstoppe, ongevallen en/of ander vertragingen.....

.....
 Handtekening van Bestuurder.

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

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

14. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall supply each of his employees with a set of protective clothing in good condition, including a cap for each female employee, free of charge, within one week of the commencement of his employment or within one month from the coming into operation of this Agreement, whichever is the later and shall renew such protective clothing where necessary but not more than once during each 12 months of employment, subject to sub-section (2) of this section. An employee to whom protective clothing has been issued in terms hereof shall be required to wear such clothing during all working hours, and shall be responsible for the good condition and laundering of such protective clothing, provided that an employer may launder his protective clothing and withdraw the right of an employee to take protective clothing away from an establishment, and further provided that where in terms of the Factories Act, protective clothing and appliances must be provided, the employer shall provide and maintain same in good condition free of charge.

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

15. BEVERAGES.

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

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

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

17. COUNCIL FUNDS.

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

- On the first pay-day after this Agreement comes into operation and on each pay-day thereafter, each employee who is paid on a weekly basis shall contribute 3d. per week, and each employee who is paid on a monthly basis shall contribute 1s. 1d. per month.
- The employer shall contribute 3d. per week in respect of each of his weekly paid employees and 1s. 1d. per month in respect of each of his monthly paid employees.
- The employer shall deduct contributions in respect of his weekly and monthly paid employees and shall forward them to the Secretary of the Council within two weeks after the end of the month during which the deductions fell due, together with his own contribution.

18. ORGANISATION OF EMPLOYEES.

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

19. AGENTS.

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

20. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS.

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

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

(2) Elke bestuurder moet na verstrekking van die logboek wat in subartikel (1) voorgeskryf word, die log ten opsigte van elke dag se werk in tweevoud invul en moet binne 24 uur van die voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan aan sy werkgever aflewer.

(3) Elke werkgever moet 'n volledige afskrif van die daaglikse log vir 'n tydperk van drie jaar na die datum van sy invulling bewaar.

14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgever moet aan elkeen van sy werknemers 'n stel beskermende klere, in goeie toestand, met inbegrip van 'n pet vir elke vroulike werknemer, kosteloos verskaf binne een week na die aanvang van sy diens of na gelang van die jongste datum, een maand na die inwerkingtreding van hierdie Ooreenkoms en moet daardie beskermende klere vernuwe na gelang dit nodig is, maar nie meer as eenkeer in elke 12 manade diens nie, behoudens soos bepaal in subartikel (2) van hierdie artikel. Van 'n werknemer aan wie beskermende klere ooreenkomstig hierdie bepalings uitgereik is, moet vereis word om daardie klere gedurende al die werkure te dra en hy moet verantwoordelik gehou word vir die goeie toestand en was en stryk van sodanige beskermende klere; met dien verstande dat 'n werkgever sy beskermende klere kan was en stryk en 'n werknemer se reg om die beskermende klere van die inrigting te verwyder, kan ontnem; en voorts met dien verstande dat wanneer beskermende klere en toestelle kragtens die Wet op Fabriek, Masjinerie en Bouwerk, verskaf moet word, die werkgever hulle kosteloos moet verskaf en in goeie toestand onderhou.

(2) Al die beskermende klere wat kragtens hierdie artikel uitgereik word, bly die werkgever se eiendom en moet deur die werknemer by beëindiging van sy diens teruggegee word. Die werkgever moet van sy werknemer die som van een pond invorder as die werknemer versuim om by beëindiging van sy diens sy beskermende klere terug te gee, en daardie som is verhaalbaar deur aftrekking van enige geld wat aan daardie werknemer verskuldig is.

15. DRANKE.

'n Werkgever moet tweemaal per dag, gedurende die oggendpouse en gedurende die middagpouse, kosteloos tee, of koffie (met melk en suiker) vir sy werknemers beskikbaar stel; met dien verstande dat van werknemers vereis kan word om hul eie houters te verskaf.

16. VERBOD OP IN DIENS HÊ VAN PERSOON ONDER 15 JAAR OUD.

'n Werkgever kan nie 'n persoon onder 15 jaar oud in diens hê nie.

17. RAADSFONDS.

In die fonds van die Raad, wat berus by en beheer word deur die Raad, moet op die volgende manier voorsien word:—

- Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke volgende betaaldag, moet elke werknemer wat op 'n weeklikse basis betaal word, 3d. per week, en elke werknemer wat op 'n maandelikse basis betaal word, 1s. 1d. per maand bydra.
- Die werkgever moet 3d. per week bydra ten opsigte van elkeen van sy werknemers wat by die week betaal word, en 1s. 1d. per maand ten opsigte van elkeen van sy werknemers wat by die maand betaal word.
- Die werkgever moet die bydraes ten opsigte van sy werknemers wat by die week en by die maand betaal word aftrek en die bedrae binne twee weke na die einde van die maand waarin die kortings afgetrek is, tesaam met sy eie bydrae, aan die Sekretaris van die Raad opstuur.

18. ORGANISEER VAN WERKNEMERS.

Elke werkgever moet 'n beamppte van die vakvereniging wat behoorlik deur die vakvereniging gemagtig is, toelaat om van tyd tot tyd 'n onderafdeling van sy inrigting soos deur die werkgever aangewys, gedurende die middagpensuur te besoek met die doel om vakverenigingsbelange te behartig, mits minstens 24 uur kennis gegee word aan die werkgever van die voorneme om die voorgeskrewe onderafdeling van die inrigting te besoek; en voorts met dien verstande dat 'n verteenwoordiger van die werkgever by die behartiging van daardie belange aanwesig is.

19. AGENTE.

Die Raad kan een of meer bepaalde persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms. Elke werkgever en elke werknemer is verplig om daardie agente toe te laat om sodanige navrae te doen en sodanige boeke en/of geskrifte te ondersoek en sodanige persone te ondervra as wat vir daardie doel nodig mag wees.

20. DIENSSERTIFIKATE EN INDIENSNEMINGSVORMS.

(1) Elke werkgever moet kosteloos 'n dienssertifikaat uitreik aan elkeen van sy werknemers wanneer hy die werkgever se diens verlaat. Sertifikate moet in die vorm van aanhangsel C van hierdie Ooreenkoms wees. Alle sertifikate wat deur die werkgever uitgereik word, moet in volgorde genommer en deur die werkgever of sy verteenwoordiger geteken wees, en hy moet 'n afskrif van elke sertifikaat behou.

(2) 'n Afskrif van elke sertifikaat wat kragtens subartikel (1) uitgereik word, moet binne sewe dae na die datum van uitreiking aan die Sekretaris van die Raad aan sy geregistreerde adres gestuur word.

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

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

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

21. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) in the case of a period of notice of one week, the weekly wage plus cost of living allowance;

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

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

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

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

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

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

(3) The notice referred to in sub-section (1) shall not run concurrently with annual leave or sick leave. For the purpose of this sub-section, 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 fifteen weeks from the commencement of the employee's absence.

22. SAVINGS CLAUSE.

Except for the purpose of ratio this Agreement shall apply only in respect of male employees earning not more than a basic wage of £39 per month, and female employees earning not more than a basic wage of £30 per month, but excluding certificated nursing sisters on surgery staff, and factory management staff.

23. EXHIBITION OF AGREEMENT.

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

Signed at Cape Town on behalf of the parties, on this fourteenth day of September, 1950.

W. J. BOUCHIER,
Chairman of the Council.

A. CALMEYER,
Vice-Chairman of the Council.

F. K. LIGHTON,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

Ref. No. _____ P.O. Box 1536,
Cape Town.

ENGAGEMENT FORM.

Full name _____
Formerly known as _____
Address _____
Sex _____
Date of birth _____
Date started duties _____

(3) (a) 'n Werkgewer moet binne sewe dae na indiensneming van 'n aansoeker om werk, van die aansoeker vereis om 'n dienssertifikaat te toon wat ooreenkomstig die bepalinge van subartikel (1) van hierdie artikel deur die Raad uitgereik is en wat in die vorm van aanhangsel B van hierdie Ooreenkoms moet wees.

(b) Die werkgewer moet uiterlik twee weke nadat die aansoeker begin werk het, daardie sertifikaat tesaam met 'n indiensnemingsvorm wat in die vorm van Aanhangsel A van hierdie Ooreenkoms moet wees aan die Sekretaris van die Raad stuur.

(4) Wanneer 'n aansoeker om werk nie in staat is om die sertifikaat ooreenkomstig subartikel (3) (a) van hierdie artikel, voor te lê nie, dan kan 'n werkgewer die werknemer nie toelaat om nog langer te werk nie, tensy hy daardie aansoeker in aanwesigheid van 'n getuie 'n verklaring van ervaring in die vorm van aanhangsel D van hierdie Ooreenkoms laat teken het en dit aan die Sekretaris van die Raad opgestuur het tesaam met die betrokke indiensnemingsvorm, soos voorgeskryf in subartikel (3) (b) van hierdie artikel.

21. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer, of sy werknemer, moet minstens een week opsegging gee in die geval van 'n werknemer by die week en een maand opsegging in die geval van 'n werknemer by die maand, vir beëindiging van die dienskontrak, of die werkgewer kan die dienskontrak sonder voorafgaande opsegging beëindig deur betaling van minstens—

(a) in die geval van een week opsegging, die weekloon, plus lewenskostetoelae;

(b) in die geval van een maand opsegging, die maandloon, plus lewenskostetoelae,

wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat die nie die onderstaande raak nie:—

(i) 'n Werkgewer of 'n werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;

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

(iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van werknemers by die maand en van een week in die geval van werknemers by die week in welke geval die proeftydperk van diens met 24 uur aan albei kante beëindig kan word.

(2) Wanneer 'n ooreenkoms kragtens paragrafe (ii) en (iii) van subartikel (1) van hierdie artikel gesluit is, dan moet die betaling in plaas van opsegging in verhouding wees tot die tydperk van opsegging soos ooreengekom.

(3) Die opsegging wat in subartikel (1) voorgeskryf werd, mag nie met jaarlikse verlof of siekteverlof saamval nie. Vir die doeleindes van hierdie artikel beteken siekteverlof twee weke, tensy die werknemer binne daardie tydperk die werkgewer in kennis gestel het van sy siekte en ten opsigte van die tydperk van afwesigheid 'n doktersertifikaat voorgelê het, in welke geval siekteverlof 'n tydperk van 15 weke vanaf die aanvang van die werknemer se afwesigheid beteken.

22. VOORBEHOUD.

Behalwe vir die doeleindes van getalleverhouding, is hierdie Ooreenkoms slegs van toepassing op manlike werknemers wat nie meer as 'n basiese loon van £39 per maand verdien nie, en vroulike werknemers wat nie meer as 'n basiese loon van £30 per maand verdien nie, maar met uitsondering van gesertifiseerde verpleegsters op die gesondheidspersoneel, en die fabrieksbestuurpersoneel.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei offisiële tale, in die vorm soos voorgeskryf kragtens die regulasies ingevolge die Wet, in sy inrigting vertoon hou op 'n plek wat maklik vir sy werknemers toeganklik is.

Namens die partye hede, die 14de dag van September 1950, in Kaapstad onderteken.

W. J. BOUCHIER,
Voorsitter van die Raad.

A. CALMEYER,
Ondervoorsitter van die Raad.

F. K. LIGHTON,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Verw. No. _____ Posbus 1536,
Kaapstad.

INDIENSNEMINGSVORM.

Naam (voluit) _____
Vroeër bekend as _____
Adres _____
Geslag _____
Geboortedatum _____
Datum van diensaanvaarding _____

Occupation _____
 Grade _____
 Wage _____ per week plus _____ c.o.l.a.
 Clock card No. _____
 Total previous experience _____
 No. of certificate of service produced by employee or date of statement of experience _____
 Name of factory _____
 Date _____

Employer's Signature.

PLEASE NOTE.—Employers must forward this form together with the relative Certificate of Service or Statement of Experience, to the Secretary of the Council not later than 10 days after the employee has commenced work.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

P.O. Box 1536,
Cape Town.

Dear Sirs,

GRADING CERTIFICATE.

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

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

Yours faithfully,

Secretary.

Messrs.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

Ref. No. _____ P.O. Box 1536,
Cape Town.

CERTIFICATE OF SERVICE.

Employee's full name _____
 Formerly known as _____
 Employee's house address _____
 Clock card No. _____
 Grade _____
 Last occupation _____
 Since (date) _____
 * Wage received at time of leaving £ _____ per week/month plus _____ 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.

PLEASE NOTE.—This certificate must be filled in accurately and one copy given to the employee and one copy posted to the Secretary of the Council.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

Ref. No. _____ P.O. Box 1536,
Cape Town.

STATEMENT OF EXPERIENCE.

NOTE.—This statement must be filled in accurately. Any person who, knowingly, makes or causes to be made any false statement, shall be guilty of an offence and is liable to prosecution in terms of Section 73 of the Industrial Conciliation Act, 1937.

Bedryf _____
 Graad _____
 Loon _____ per week plus _____ l.k.t.
 Klokkaart No. _____
 Totale vorige ervaring _____
 No. van diensertifikaat wat deur die werknemer voogelê is, of datum van verklaring van ervaring _____
 Naam van fabriek _____
 Datum _____

Handtekening van Werkgewer.

LET WEL.—Werkgewers moet hierdie vorm, tesaam met die betrokke diensertifikaat, of verklaring van ervaring, uiterlik 10 dae na die werknemer begin werk het, aan die Sekretaris van die Raad opstuur.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Posbus 1536,
Kaapstad.

Meneer,

GRAADSERTIFIKAAT.

Werkgewer _____
 Bedryf _____
 Hiermee word die ontvangs erken van Indiensnemingsvorm No. _____ van _____

Volgens die besonderhede daarin vervat en die aantekeninge van die Raad, is die loon van die werknemer korrek en sy volgende verhoging is op _____ verskuldig.

Die uwe,

Sekretaris.

Die Here:

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Verw. No. _____ Posbus 1536,
Kaapstad.

DIENSERTIFIKAAT.

Werknemer se naam voluit _____
 Vroeër bekend as _____
 Werknemer se huisadres _____
 Klokkaart No. _____
 Graad _____
 Jongste bedryf _____
 Sinds (datum) _____
 * Loon ontvang op datum van uitdienstreding £ _____ per week/maand _____ plus l.k.t. per week/maand.
 Datum van jongste verhoging _____
 Datum van indienstreding _____
 Datum van uitdienstreding _____
 Totale tydperk wat deur hierdie sertifikaat gedek word _____ jaar _____ maande.
 Naam van fabriek _____

Werkgewer se handtekening.

Datum van uitreiking _____

* In die geval van stukwerkers, vermeld asb. hul minimum tyd-skaalloon per week.

LET WEL.—Hierdie sertifikaat moet korrek ingevul en een kopie aan die werknemer uitgereik en een kopie aan die Sekretaris van die Raad gestuur word.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Verw. No. _____ Posbus 1536,
Kaapstad.

VERKLARING VAN ERVARING.

LET WEL.—Hierdie verklaring moet korrek ingevul word. Elke persoon wat bewys 'n vals verklaring aflê, of laat aflê, is skuldig aan 'n oortreding en kan vervolgd word kragtens artikel 73 van die Nywerheid-versoeningswet, 1937.

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

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

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

Date _____

Employee's Signature _____

Witnessed by _____

PLEASE NOTE.—This statement must be forwarded by the employer to the Secretary of the Council together with the engagement form in respect of the employee.

* No. 2897.] [17 November 1950.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

**CIGARETTE AND TOBACCO MANUFACTURING
 INDUSTRY, CAPE.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Cigarette and Tobacco Manufacturing Industry, published under Government Notice No. 2896 of the 17th November, 1950, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

Ek, mnr./mev./mej. (familienaam) _____
 Voorname _____
 Vroër bekend as _____
 Huisadres _____
 verklaar hierby dat ek _____ oud is en die volgende ervaring
 in die Sigaret- en Tabaknywerheid het _____

Naam van fabriek.	Tydperk van diens.		Bedryf.	Lone.	
	Van.	Tot.		By indiens- treding.	By uitdiens- treding.

Hierby verklaar ek, dat die bostaande verklaring na my beste wete en kennis waar en korrek is.

Datum _____

Werknemer se handtekening _____

Getuie _____

LET WEL.—Hierdie verklaring, tesaam met die indiensnemings-
 vorm ten opsigte van die werknemer, moet deur die werkgewer aan
 die Sekretaris van die Raad gestuur word.

* No. 2897.] [17 November 1950.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

**SIGARET- EN TABAKVERVAARDIGINGS-
 NYWERHEID, KAAP.**

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Sigaret- en Tabakvervaardigingsnywerheid, bekendgemaak by Goewermentskennisgewing No. 2896 van 17 November 1950, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

CRIMINAL PROCEDURE AND EVIDENCE ACT, 1917

(Act No. 31 of 1917)

(With Amendments up to and
 including 1933)

Price 2s. 6d.

Obtainable from the Government Printer, Pretoria
 and Cape Town

WET OP DIE KRIMINELE PROSEDURE EN BEWYS- LEWERING, 1917

(Wet No. 31 van 1917)

(Met Wysigings tot en met 1933)

Prys 2s. 6d.

Verkrygbaar by die Staatsdrukker, Pretoria
 en Kaapstad