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

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

GOEWERMENSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 2108.] [25 September 1953.

* No. 2108.] [25 September 1953.

NYWERHEID-VERSOENINGSWET, 1937.

INDUSTRIAL CONCILIATION ACT, 1937.

SIGARET- EN TABAKVERVAARDIGINGS- NYWERHEID (KAAP).

CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

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

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

- (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 hiervan verskyn en op die Sigaret- en Tabakvervaardigingsnywerheid (Kaap), betrekking het, vanaf 1 Oktober 1953 en vir die tydperk wat 30 September 1956 eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (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 1 Oktober 1953 en vir die tydperk wat 30 September 1956 eindig, bindend is vir 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 1 Oktober 1953 en vir die tydperk wat 30 September 1956 eindig, 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.

- (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 1st October, 1953, and for the period ending 30th September, 1956, 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 1st October, 1953, and for the period ending 30th September, 1956, 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 1st October, 1953, and for the period ending 30th September, 1956, 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 van Arbeid.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

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

OOREENKOMS

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

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

(hieronder „die werknemers” genoem), aan die een kant, en
The National Union of Cigarette and Tobacco Workers,
(hieronder „die werknemers” of „die vakvereniging” genoem),
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 die United Tobacco Companies (South), Limited, African Tobacco Manufacturers (Proprietary), Limited, en The 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. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid vasgestel word, en bly van krag tot 30 September 1956, of vir die tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebesig 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 passer en draaier, elektrisiën of timmerman wat die erkende tydperk en voorwaarders van leerlingskap 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 uitvoering van sy werk en wat in sy afwesigheid vir hom kan waarneem;

„assistent-voorvrou”, 'n vroulike werknemer wat 'n voorvrou help by die uitvoering van haar werk 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 daarvoor verantwoordelik is om stoomketels te stook en die waterstand en goedgekeurde stoomdruk op peil te hou;

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

„los werknemer”, 'n werknemer wat hoogstens vier dae in 'n week by dieselfde werkgewer in diens is; met dien verstande dat die totale getal los werknemers wat op enige tyd in 'n inrigting in diens is hoogstens 5 persent van die totale aantal werknemers in daardie inrigting moet uitmaak;

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

„versendingsklerk”, 'n werknemer wat klerklike werk in 'n fabriek verrig en wat in die eerste plek verantwoordelik is om goedere vir vervoer of aflewering te verpak en/of na te gaan, en wat toesig kan hou oor die verpakking, afweeg en/of opmaak van daardie goedere, en wat ook die pakkette nagaan en merk en adresseer;

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

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

„inrigting”, 'n perseel wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word, en persele waarin goedere of materiaal bewaar word vir vervaardiging of verpakking, en kantore wat regstreeks met fabriekskontrolle te doen het, maar nie persele (of gedeeltes van persele) wat as ander kantore of as depôts vir die verkoop of verspreiding van vervaardigde goedere gebruik word nie;

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

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

„ondersoeker, ongekwalifiseer”, 'n ondersoeker met minder as twaalf maande ondervinding;

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 30th September, 1956, 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 and is engaged in the firing of the boiler, 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, provided that the total number of casual employees employed in an establishment at any one time shall not exceed 5 per cent of the total number of employees in that establishment;

„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;

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

„ondervinding” —

- (a) met betrekking tot 'n ondersoeker, afdelingsmasjinis, klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk of magazynmeester, die totale tydperk of tydperke diens van 'n werknemer in die nywerheid onderskeidelik as 'n ondersoeker, afdelingsman, klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk of magazynmeester;
- (b) met betrekking tot 'n werknemer graad I, die totale tydperk of tydperke diens van 'n werknemer as 'n werknemer graad I, in die nywerheid;
- (c) met betrekking tot 'n werknemer graad II, die totale tydperk of tydperke diens van 'n werknemer as 'n werknemer graad II, in die nywerheid;
- (d) met betrekking tot 'n werknemer graad III, die totale tydperk of tydperke diens van 'n werknemer as 'n werknemer graad III in die nywerheid;
- (e) met betrekking tot 'n werknemer graad IV, die totale tydperk of tydperke diens van 'n werknemer as 'n werknemer, graad IV, in die nywerheid;

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

- „klerklike werknemer in 'n fabriek”, 'n manlike of vroulike werknemer wat nie elders uitdruklik genoem word nie, wat deur skryf of tikwerk in 'n inrigting bestellings doen, nagaan, berekenings maak, verslag hou van werk wat verrig en take wat uitgevoer is en/of korrespondensie in verband daarmee voer, en wat kontant kan invorder en hanteer;
- „klerklike werknemer in 'n fabriek, gekwalifiseer”, 'n klerklike werknemer in 'n fabriek met minstens vyf jaar ondervinding;
- „klerklike werknemer in 'n fabriek, ongekwalifiseer”, 'n klerklike werknemer in 'n fabriek met minder as vyf jaar ondervinding;
- „fabrieksbood”, 'n werknemer wat mondelike, skriftelike of telefoniese boodskappe in 'n inrigting ontvang en/of aflewer en wat 'n skriftelike verslag van daardie boodskappe kan hou;
- „voorman”, 'n manlike of vroulike werknemer wat in beheer is oor die werknemers in 'n inrigting of 'n afdeling daarvan, 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 uitvoering van sy/haar pligte en wat vir hom/haar in sy/haar afwesigheid kan waarneem;
- „werknemer graad I”, '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 filtermondstukvoermasjien bedien;
 - (4) 'n kragguillotinemasjien vir die sny van papier of bord bedien;
 - (5) 'n kragaanklammasjien bedien;
 - (6) 'n rolkeep-snymasjien bedien;
 - (7) 'n tabakdroogmasjien (met inbegrip van 'n koelmasjien) bedien;
 - (8) 'n vakuumaanklaminstallasie bedien;
 - (9) kwitansies nagaan en aantekening daarvan hou en/of aksynseëls uitreik;
 - (10) kos kook;
 - (11) weeg en aantekening van voggehaltes hou;
 - (12) los sigarette weeg en aantekening van die gewigte hou vir die doel om gespesifiseerde formulegewigte te kontroleer;
 - (13) 'n kombinasiesigaret- en filtermondstukvoermasjien bedien;
 - (14) materiaal en/of bestanddele meng, geur of omhul of kleur;
- „werknemer graad I, gekwalifiseer”, 'n werknemer graad I met minstens twee jaar ondervinding;
- „werknemer graad I, ongekwalifiseer”, 'n werknemer graad I met minder as twee jaar ondervinding;
- „werknemer graad II”, 'n werknemer wat vir of in verband met die vervaardiging van sigarette of gesnyde tabak een of meer van die volgende werksaamhede verrig:—
- (1) 'n outomatiese soldeermasjien bedien;
 - (2) 'n masjien vir die 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 inmeekaarsit van die middelstuk en die deksel bedien;
 - (5) 'n skouerstuksnymasjien bedien;
 - (6) 'n skouerstukspersmasjien bedien;
 - (7) 'n doosgleufmasjien bedien;
 - (8) 'n omhulmasjien bedien;
 - (9) 'n sigaretverpakkingsmasjien bedien;
 - (10) 'n aksynseëlmasjien bedien;
 - (11) 'n gleufmasjien (blik) bedien;
 - (12) 'n hidrouliese tabakpers bedien;
 - (13) 'n bladstroop- of ontstingelmasjien bedien;

„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 and grade IV 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 had 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;
- (13) operating a combination cigarette making and filter tip inserting machine;
- (14) compounding, flavouring or casing or colouring materials and/or ingredients;

„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) 'n masjien vir die maak van sigaretstokke sonder skouer-
stukke bedien;
 - (15) 'n kraghyser bedien;
 - (16) 'n kragpapierstryk- of bordsny en weeropwenmasjien
bedien;
 - (17) 'n kragsaag bedien;
 - (18) 'n druk- en etiketteermasjien bedien;
 - (19) 'n rooster- en droogmasjien bedien;
 - (20) 'n afvalskoonmaakmasjien bedien;
 - (21) 'n stempelmisjien (blik) bedien;
 - (22) 'n kant- of dubbelnaatmasjien (blik) bedien;
 - (23) 'n blyksnyguillotinemasjien bedien;
 - (24) 'n tabaksnymasjien bedien;
 - (25) 'n tabakverpakkingsmasjien bedien;
 - (26) 'n transparantindraaimasjien bedien;
 - (27) help by en aantekening hou van die ontvang en/of
uitreiking van materiaal en/of vervaardigde goedere;
 - (28) fabrieksboed;
 - (29) messe slyp;
 - (30) gom maak;
 - (31) masjiene en motorvoertuie olie en ghries;
 - (32) houters wat gebruik word vir die uitvoering van bestel-
lings vir vervaardigde goedere soos op 'n faktuur of
vorm, verpak en/of sjabloneer;
 - (33) sigarette met die hand in dosies of blikkies verpak;
 - (34) naaister;
 - (35) met die hand soldeer;
 - (36) sorteer, opvang en afneem van sigaretvervaardigings-,
filtermondstuk-, en filterpropmasjiene;
 - (37) toesig hou oor tabak wat gestoom word;
- „werknemer graad II, gekwalifiseer,” 'n werknemer graad II
met minstens twee jaar ondervinding;
- „werknemer graad II, ongekwalifiseer,” 'n werknemer graad II,
met minder as twee jaar ondervinding;
- „werknemer graad III,” '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 Skouerstukplakmasjien bedien;
 - (2) 'n entmasjien bedien;
 - (3) 'n sigaretbreekmasjien bedien;
 - (4) 'n kode- en datummasjien bedien;
 - (5) 'n hoeksnymasjien bedien;
 - (6) 'n hoekverstywermasjien bedien;
 - (7) 'n riefelmasjien (blik) bedien;
 - (8) 'n handguillotinemasjien vir die sny van papier en bord
bedien;
 - (9) 'n handpalratpers bedien;
 - (10) 'n omhulselhervouingsmasjien bedien;
 - (11) 'n masjien vir bevestiging van lemme in deksels (blik)
bedien;
 - (12) 'n masjien vir kepe vir lemme (blik) bedien;
 - (13) 'n kragplakmasjien bedien;
 - (14) 'n masjien vir die maak van rolle of middelstukke (blik)
bedien;
 - (15) 'n stingelrolmasjien bedien;
 - (16) 'n blikverhittingsmasjien bedien;
 - (17) aksynseëls met die hand opplak;
 - (18) geur-, omhul- 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 op stoom- of gaspanne droog;
 - (23) masjiene in graad I wat nie elders gespesifiseer is nie,
en masjiene in graad II en III voer en van hulle
opvang, sorteer en afneem;
 - (24) sigaret- en mondstukmasjiene voer;
 - (25) skouerstukke met die hand in nuwe sigaretstokke insit;
 - (26) sakke, pakkies of tabaksakke met die hand maak;
 - (27) papieromhulsel vir grootmaattabakhouters voorberei en
insit;
 - (28) bladtabak met die hand in die regte verhouding ver-
meng;
 - (29) sigarette wat in silwerpapier verpak is met die hand in
kartonne verpak;
 - (30) tabak met die hand in sakke, pakkies, tabaksakke of
blikkies verpak, tot en met 16 onse;
 - (31) kos en/of drankte berei en/of opdien, maar nie kos
kook nie;
 - (32) beskadigde sigaretstokke met die hand herstel en maak
(maar nie skoonmaak nie);
 - (33) tabakblare met die hand ontstingel of afstroop;
 - (34) verkreukelde tabakblare reguit lê;
 - (35) blikkies toets nadat hulle gesoldeer is;
 - (36) transparant met die hand indraai;
 - (37) bord vir skouerstukke in pype maak;
 - (38) toesig oor sigaretverpakkingsmasjiene hou;
 - (39) afweeg, en aantekening hou van gewigte—nie elders
gespesifiseer nie;
 - (40) verpakte sigarette of tabak in buiteverpakking met die
hand indraai;
- „werknemer, graad III, gekwalifiseer,” 'n werknemer, graad III,
met minstens twee jaar ondervinding;
- „werknemer, graad III, ongekwalifiseer,” 'n werknemer, graad
III, met minder as twee jaar ondervinding;

- (14) operating a machine for making shoulderless cigarette
boxes;
 - (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 and receiving and/or
issuing of materials and/or manufactured goods;
 - (28) factory messenger;
 - (29) knife grinding;
 - (30) making paste;
 - (31) oiling and greasing machines and motor vehicles;
 - (32) packing and/or stencilling containers used for the
executing of orders for manufactured goods as
detailed on an invoice or buff;
 - (33) packing cigarettes into boxes or tins by hand;
 - (34) seamstress;
 - (35) soldering by hand;
 - (36) sorting, catching and taking off from cigarette making,
filter tip assembling and filter plug making machines;
 - (37) 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) feeding, catching, sorting and taking off from machines
in grade I not elsewhere specified, and machines in
grades II and III;
 - (24) feeding cigarette making and filter tip assembling
machines;
 - (25) inserting shoulders into new cigarette boxes by hand;
 - (26) making bags, packets or pouches by hand;
 - (27) making up and inserting inner paper linings for bulk
containers of tobacco;
 - (28) mixing leaf tobacco into blends by hand;
 - (29) packing foil bundles of cigarettes into cartons by
hand;
 - (30) packing tobacco by hand into bags, packets, pouches
or tins up to and including 16 oz.;
 - (31) preparing and/or serving food and/or beverages other
than cooking meals;
 - (32) repairing and assembling (other than cleaning) damaged
cigarette boxes by hand;
 - (33) stemming or stripping tobacco leaves by hand;
 - (34) straightlaying tobacco leaves from tangled form;
 - (35) testing tins after being soldered;
 - (36) transparent wrapping by hand;
 - (37) tubing board for box shoulders;
 - (38) watchers on cigarette packing machines;
 - (39) weighing and recording weights—not elsewhere
specified;
 - (40) 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;

„werknemer, graad IV,” ’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) beskadigde sigaretdosies met die hand skoonmaak;
- (4) persele, installasie, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (5) tabak of blare met die hand skoonmaak;
- (6) papier met die hand van rolle afsny;
- (7) tabak klam maak of in vloeistof dompel;
- (8) tuinmaak;
- (9) kaartjies en/of wie met die hand insit;
- (10) met die hand etiketteer;
- (11) sigaretdosies of omslae vir verpakkingsmasjiene met die hand opstel en/of oopmaak;
- (12) laai of aflaai;
- (13) goedere verplaas, dra of stapel;
- (14) olie en/of smeer, nie elders genoem nie;
- (15) kiste of bale, pakkette of ander houers oopmaak of toemaak;
- (16) sigarette in oorlogsverpakking verpak, en werksaamhede in verband daarmee;
- (17) in oop en gestandaardiseerde houers 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 metaaletikette op leë of gevulde middelstukke of blikkies met die hand plaas;
- (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) houers verseël;
- (28) tabakblare op vervoerbande of tafel vanmekaar skei en reguit lê;
- (29) sigaretkaartjies sorteer;
- (30) afvalsigarette of -sigaretpakkies of -dosies of toedraai-materiaal sorteer;
- (31) sjabloneer—nie elders gespesifiseer nie;
- (32) geur-, omhul- of kleurmateriaal en/of -bestanddele roer maar nie meng nie;
- (33) tabakblare van vervoerband of tafel afneem en/of verpak;
- (34) tabak met die hand omdraai (droog);

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

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

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

„motorvoertuigbestuurder,” ’n werknemer wat ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordbepaling omvat „’n motorvoertuig bestuur” alle tyd wat deur die bestuurder bestee word aan ander werk in verband met die voertuig of die vraag en al die tye waarin hy verplig is 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 stopsit van ’n masjien (maar uitgesonderd alle ander lede van ’n masjiensbemannings wat die masjien kan stopsit), en omvat die verrigting van klein lopende verstellings aan ’n masjien sowel as die verantwoordelikheid om die kwaliteit van die werk wat deur daardie masjien verrig word, dop te hou en na te gaan;

„stukwerk/aansporingsbonusstelsels,” ’n stelsel waarvolgens ’n werknemer se besoldiging gebaseer is op die hoeveelheid of omvang van die werk wat gedoen is;

„ontvangkierk,” ’n klerklike werknemer in ’n fabriek wat in die eerste plek verantwoordelik is om goedere of materiaal wat in ’n inrigting ontvang word, te ontvang, na te sien, aantekening daarvan te hou en/of te verdeel;

„ontvangkierk, gekwalifiseer,” ’n ontvangkierk met minstens vyf jaar ondervinding;

„ontvangkierk, ongekwalifiseer,” ’n ontvangkierk met minder as vyf jaar ondervinding;

„afdelingsmasjien,” ’n werknemer, uitgesonderd ’n vakman, wat in beheer is oor een of meer masjiene en verantwoordelik is vir die doeltreffende werking van daardie masjiene en wat verstellings en/of alle herstelwerk daaraan, wat nie belangrik van aard is nie, kan uitvoer;

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

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

„korttyd,” ’n tydelike vermindering van die getal gewone werke as gevolg van ’n slappe in die bedryf, ’n tekort aan materiaal, ’n algemene onklaarraking van installasie of masjinerie wat veroorsaak is deur ’n ongeluk 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; met dien verstande dat korttyd ten opsigte van voorraadopname nie meer as twee uur in ’n kalendermaand mag wees nie;

„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;
- (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/incentive bonus schemes” 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 materials received into an establishment;

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

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

„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, stock-taking or stoppage of work granted at the request of a majority of the employees in a department or section thereof; provided that short-time in respect of stocktaking shall not exceed two hours in any one calendar month.

„magasynmeester”, ’n werknemer wat klerklike werk in ’n fabriek verrig en wat algemeen in beheer is van voorrade of klaar produkte en wat in die eerste plek verantwoordelik is om goedere in ’n magasyn of pakhuis te ontvang, te bewaar, te verpak of uit te pak, en/of om goedere uit ’n magasyn of pakhuis aan die verbruikafdeling van ’n inrigting af te lewer;

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

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

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

„tabaknywerheid” en „die nywerheid”, die nywerheid waarin werkgewers en werknemers in inrigtings geassosieer is vir die vervaardiging of verpakking van sigarettabak en/of sigarette en/of pyptabak, met inbegrip van al die werksaamhede wat hoort tot of die gevolg is van dié 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, uitgesonderd 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 slegs die enkelvoud aandui, omvat ook die meervoud, en omgekeerd; woorde wat slegs die manlike geslag aandui, omvat ook die vroulike geslag, en omgekeerd, tensy die samehang anders lui.

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

4. BESOLDIGING.

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

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

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

„storeman, unqualified,” means a storeman who has had less than five years’ experience;

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

„Tobacco Manufacturing Industry” and „the industry” means the industry in which employers and employees are associated in establishments for the manufacture or packing of cigarette tobacco and/or 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:—

	Loon weekliks.	*Lewens- kostoelae weekliks.	Totaal. weekliks.
	£ s. d.	£ s. d.	£ s. d.
Voorman.....	9 0 0	3 8 0	12 8 0
Assistent-voorman.....	6 10 0	3 4 0	9 14 0
Voorvrou.....	6 0 0	2 19 6	8 19 6
Assistent-voorvrou.....	5 9 0	2 15 0	8 4 0
Opsigter.....	5 4 0	2 15 0	7 19 0
Keteloppasser.....	4 13 6	2 11 0	7 4 6
Deurwag, patrollieman en wag.....	4 3 0	2 7 0	6 10 0
Ondersoeker, gekwalifiseer.....	4 3 0	2 7 0	6 10 0
Ondersoeker, ongekwalifiseer:—			
Gedurende die eerste ses maande ondervinding.....	3 0 0	1 10 6	4 10 6
Gedurende die tweede ses maande ondervinding.....	3 11 6	1 19 9	5 11 3
Afdelingsmasjini, gekwalifiseer:—	6 15 0	3 11 0	10 6 0
Afdelingsmasjini, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	3 0 0	1 10 6	4 10 6
gedurende die tweede jaar ondervinding.....	3 16 0	2 3 0	5 19 0
gedurende die derde jaar ondervinding.....	4 12 0	2 11 0	7 3 0
gedurende die vierde jaar ondervinding.....	5 7 6	2 15 0	8 2 6
gedurende die vyfde jaar ondervinding.....	6 4 0	3 4 0	9 8 0
Klerklike werknemer in ’n fabriek, manlik, versendingsklerk, ontvangklerk en magasynmeester, gekwalifiseer.....	6 14 6	3 11 0	10 5 6
Klerklike werknemer in ’n fabriek, manlik, versendingsklerk, ontvangklerk en magasynmeester, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	2 15 4	1 10 6	4 5 10
gedurende die tweede jaar ondervinding.....	3 15 6	2 3 0	5 18 6
gedurende die derde jaar ondervinding.....	4 10 0	2 7 0	6 17 0
gedurende die vierde jaar ondervinding.....	5 4 0	2 15 0	7 19 0
gedurende die vyfde jaar ondervinding.....	5 19 0	2 19 6	8 18 6
Klerklike werknemer in ’n fabriek, vroulik, gekwalifiseer.....	4 16 0	2 11 0	7 7 0
Klerklike werknemer in ’n fabriek, vroulik, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	2 6 2	1 5 3	3 11 5
gedurende die tweede jaar ondervinding.....	2 16 6	1 10 6	4 7 0
gedurende die derde jaar ondervinding.....	3 6 0	1 16 3	5 2 3
gedurende die vierde jaar ondervinding.....	3 16 0	2 3 0	5 19 0
gedurende die vyfde jaar ondervinding.....	4 6 0	2 7 0	6 13 0
Platpersdrukker.....	4 13 6	2 11 0	7 4 6
Motorvoertuigbestuurder—van ’n motor, afleweringswa of vragmotor met ’n gewig sonder vrag tot en met 6,000 lb.....	4 13 6	2 11 0	7 4 6
Motorvoertuigbestuurder—van ’n vragmotor met ’n gewig sonder vrag van oor 6,000 lb.....	5 14 6	2 19 6	8 14 0
Handlanger.....	3 13 0	1 19 9	5 12 9
Onderbaas.....	3 13 0	1 19 9	5 12 9
Werknemer, graad I, gekwalifiseer.....	3 18 0	2 3 0	6 1 0
Werknemer, graad I, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 1 3	2 18 9
gedurende die volgende ses maande ondervinding.....	2 7 6	1 5 3	3 12 9
gedurende die volgende ses maande ondervinding.....	2 17 0	1 10 6	4 7 6
gedurende die volgende ses maande ondervinding.....	3 7 0	1 16 3	5 3 3
Werknemer, graad II, gekwalifiseer.....	3 7 6	1 16 3	5 3 9

	Loon weekliks.	*Lewens- kostetoelae weekliks.	Totaal weekliks.
	£ s. d.	£ s. d.	£ s. d.
Werknemer, graad II, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 1 3	2 18 9
gedurende die volgende ses maande ondervinding.....	2 5 0	1 3 9	3 8 9
gedurende die volgende ses maande ondervinding.....	2 12 6	1 7 9	4 0 3
gedurende die volgende ses maande ondervinding.....	3 0 0	1 10 6	4 10 6
Werknemer, graad III, gekwalifiseer.....	2 15 0	1 7 9	4 2 9
Werknemer, graad III, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 1 3	2 18 9
gedurende die volgende ses maande ondervinding.....	2 2 0	1 3 9	3 5 9
gedurende die volgende ses maande ondervinding.....	2 6 6	1 5 3	3 11 9
gedurende die volgende ses maande ondervinding.....	2 10 0	1 5 3	3 15 3
Werknemer, graad IV, gekwalifiseer.....	2 10 0	1 5 3	3 15 3
Werknemer, graad IV, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 1 3	2 18 9
gedurende die volgende ses maande ondervinding.....	2 0 0	1 1 3	3 1 3
gedurende die volgende ses maande ondervinding.....	2 2 6	1 3 9	3 6 3
gedurende die volgende ses maande ondervinding.....	2 5 0	1 3 9	3 8 9
Ambagsmanne:—			
Timmermans.....	8 5 0	3 8 0	11 13 0
Elektrisiëns.....	8 15 0	3 8 0	12 3 0
Passers en draaiers.....	8 15 0	3 8 0	12 3 0
Werknemers wat nie elders uitdruklik genoem word nie.....	2 15 0	1 7 9	4 2 9

* OPMERKING.—Bogenoemde lewenskostetoelae omvat die spesiale lewenskostetoelae van 3s. weekliks wat ingevolge die bepalings van paragraaf (c) van subartikel (8) van artikel 4 voorgeskryf is.

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

	Wage per Week.		C.O.L.A.* per Week.*		Total per Week.	
	£	s. d.	£	s. d.	£	s. d.
Grade IV employee, qualified.....	2	10 0	1	5 3	3	15 3
Grade IV employee, unqualified:—						
During first six months of experience.....	1	17 6	1	1 3	2	18 9
During next six months of experience.....	2	0 0	1	1 3	3	1 3
During next six months of experience.....	2	2 6	1	3 9	3	6 3
During next six months of experience.....	2	5 0	1	3 9	3	8 9
Artisans—						
Carpenters.....	8	5 0	3	8 0	11	13 0
Electricians.....	8	15 0	3	8 0	12	3 0
Fitters and turners.....	8	15 0	3	8 0	12	3 0
Employees not elsewhere specified.....	2	15 0	1	7 9	4	2 9

* NOTE.—The cost of living allowance stated above includes the special cost of living allowance of 3s. per week prescribed in terms of paragraph (c) of sub-section (8) of Section 4.

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

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

(b) so ook 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 die kalenderjaar verskuldig word, aan die werknemers betaal word op 15 Mei, 15 Augustus en 15 November wat binne die betrokke tydperke 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 die loonskaal word nie toegelaat nie.*—Niks in hierdie Ooreenkoms kan 'as gevolg hê dat die loonskaal van 'n werknemer verlaag word nie aan wie 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 is verder geregtig tot en die lone moet verder aan hom betaal word teen 'n skaal wat nie laer as daardie hoër skaal is nie, asof daardie hoër skaal die minimum t.o.v. daardie werknemer is; met dien verstande dat daardie werknemer by dieselfde werkgewer in diens bly of weer deur hom in diens geneem word.

(5) *Differensiële lone.*—'n Werkgewer wat een lid van sy werknemers verplig of toelaat om altesaam vir langer as een uur op 'n dag werk van 'n ander klas te verrig waarvoor 'n hoër loon of 'n stygende loonskaal met 'n hoër gekwalifiseerde loon in sub-artikel (1) van hierdie artikel voorgeskryf word, moet daardie werknemer soos volg besoldig indien daardie hoër loon t.o.v. 'n klas werknemer—

(a) vir wie 'n stygende loonskaal voorgeskryf is, 'n ekstra 20 persent van die loon van die laer klas is;

(b) vir wie daar nie 'n stygende loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër skaal is;

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

Die bepalinge 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 en in hierdie geval is dit op die tydperk bo die drie weke van toepassing.

(6) *Kontrakbasis.*—Vir die toepassing van hierdie artikel is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens soos bepaal in subartikel (5) van hierdie artikel en in subartikel (7) van artikel 5, moet minstens die volle weekloon soos in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, aan 'n werknemer ten opsigte van 'n week 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 soos volg bereken word:—

(a) *Berekening van maandloon.*—Ten einde die maandloon van 'n werknemer vir wie 'n weekloon voorgeskryf is, te bereken, moet die weekloon met 4½ vermenigvuldig word.

(b) *Berekening van weekloon.*—Ten einde die weekloon van 'n werknemer wat maandeliks betaal word, te bereken, moet die maandloon deur 4½ gedeel word.

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

(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 week in which the 15th February falls.

(b) Likewise 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—

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

(b) for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate;

in respect of the whole day on which he performs such work 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 4½.

(b) *Calculation of Weekly Wage.*—For the purpose of calculating the weekly wage of an employee who is paid monthly, the monthly wage shall be divided by 4½.

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

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

(a) Onderworpe aan paragraaf (c) van hierdie subartikel, mag die lewenskostetoelae soos in subartikel (1) van hierdie artikel uiteengesit, nie benede onderstaande skale verminder word nie, afgesien van enige wysiging aan genoemde Oorlogsmaatreël, waardeur genoemde toelae verminder of herroep word:—

(i) Gedurende die tydperk wat op 31 Maart 1955 eindig, mag dit nie benede die lewenskostetoelae daal wat kragtens genoemde Oorlogsmaatreël op 16 Maart 1953 in werking is nie;

(ii) gedurende die tydperk van 1 April 1955 af tot 30 September 1956 mag dit nie benede die lewenskostetoelae daal wat kragtens genoemde Oorlogsmaatreël op 21 April 1952 in werking is nie;

(b) ingeval genoemde Oorlogsmaatreël so gewysig word dat die toelae wat betaalbaar is, verhoog word, word die wysiging van krag; enige daaropvolgende wysiging wat die toelae verminder, is slegs vir sover van krag, dat die toelae nie laer mag wees as dié wat in klousule (a) van hierdie subartikel uiteengesit word nie;

(c) met uitsondering van 'n voorman en 'n ambagsman, moet elke werknemer vir wie lone in subartikel (1) van hierdie artikel voorgeskryf word, 'n spesiale lewenskostetoelae van 3s. (drie shillings) weekliks ontvang, bo en behalwe die toelae wat ingevolge die bepalings van hierdie subartikel betaalbaar is.

(9) *Bevordering*.—Wanneer 'n vakature in 'n inrigting ontstaan in 'n graad of klas werk waarvoor 'n hoër loon, of, in die geval van 'n stygende loonskaal, 'n hoër gekwalifiseerde loon voorgeskryf is as wat aan ander werknemers in sodanige inrigting betaalbaar is, moet die werkgever daardie vakature vul met een van sy werknemers uit 'n laer graad; met dien verstande dat wanneer daar spesiale redes bestaan, die werkgever 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 toepassing van hierdie subartikel, word al die inrigtings van die werkgevers wat hierdie Ooreenkoms op 12 Augustus 1953 gesluit het, beskou word as een inrigting.

(10) *Oorplasing na 'n hoër graad*.—'n Werknemer wat na 'n hoër graad oorgeplaas word, moet die lone betaal word waartoe hy geregtig sou gewees het as hy in die laer graad gebly het totdat die lone wat aan 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, uitgesonderd 'n los' werknemer*.—Behoudens soos bepaal in artikel 7 (2), moet 'n bedrag wat aan 'n werknemer verskuldig is, weekliks, of wanneer die werkgever en werknemer aldus skriftelik ooreengekom het, maandeliks gedurende die werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, in kontant betaal word, en moet dit in 'n verseelde koefert wees met die werkgever en werknemer se name, die werknemer se fabrieksnummer, beroep, klassifisering en loonskaal, die getal gewone ure en oortydure wat gewerk is, die lone wat t.o.v. elkeen betaal is, die bedrag aan bonus, aanpassing, lewenskostetoelae of elke ander bedrag wat betaal word, die totale besoldiging wat betaal word, en die sluitingsdatum t.o.v. die tydperk waarvoor besoldiging geskied en die bedrag wat afgetrek word vir vakverenigingsgelde, raadsfondsbydraes, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringwet, No. 53 van 1946, en bydraes aan pensioen-, voorsorg- en bystandfondse buite-op; met dien verstande dat wanneer 'n ooreenkoms vir 'n langer tydperk van kennisgewing as een week gesluit is, besoldiging aan die einde van elke sodanige langer tydperk betaal kan word.

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

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

(4) *Premies*.—Vir diensverskaffing aan of opleiding van 'n werknemer, mag geen bedrag registreer of onregistreer aan 'n werkgever betaal word nie.

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

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

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

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

(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) Subject to paragraph (c) of this sub-section, the Cost of Living Allowance detailed in sub-section (1) of this section shall not be decreased below the following levels, irrespective of any amendment to the said War Measure, which decreases or repeals the said allowance:—

(i) During the period ending 31st March, 1955, it shall not fall below the Cost of Living Allowance in force under the said War Measure as at 16th March, 1953;

(ii) during the period from 1st April, 1955 to 30th September, 1956, it shall not fall below the Cost of Living Allowance in force under the said War Measure as at 21st April, 1952.

(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;

(c) with the exception of a foreman and artisan every employee for whom wages are prescribed in sub-section (1) of this section, shall receive a special Cost of Living Allowance of 3s. (three shillings) per week in addition to the allowance payable in terms 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 12th August, 1953 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 rates 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 employee shall pay the remuneration due to his casual employee in cash on termination of his employment.

(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) behoudens soos bepaal in artikel 8, wanneer sy werknemer, van sy werk af wegbly, of weens 'n ongeluk of siekte afwesig is, 'n aftrekking wat in verhouding tot die tydperk van die afwesigheid is;
- (c) 'n aftrekking van enige aard wat 'n werknemer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;
- (d) wanneer die gewone werkure soos voorgeskryf in artikel 6 (1) verminder word weens korttyd, 'n aftrekking van een vier-en-veertigste van die weekloon soos voorgeskryf in artikel 4 (1) of (4) t.o.v. elke uur van daardie vermindering; met dien verstande dat dié vermindering nie meer as ses vier-en-veertigstes van die weekloon van die werknemer mag wees nie, afgesien van die getal ure waarmee die gewone werkure verminder word; en met dien verstande dat geen bedrag afgetrek kan word nie—
- (i) ingeval van korttyd wat ontstaan as gevolg van 'n tydelike slapte 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 korttyd wat ontstaan uit 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, t.o.v. die eerste uur wat nie gewerk word nie;
- (e) wanneer beskermende klere wat die werkgewer se eiendom is nie deur 'n werknemer by beëindiging van sy diens teruggegee word nie, 'n aftrekking van £1 ooreenkomstig subartikel (2) van artikel 14.

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

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

- (a) In die geval van 'n werknemer, uitgesonderd '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 daar 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 mag 'n vroulike werknemer nie verplig of toelaat om tussen die ure 6 nm. en 6 vm. te werk nie.
- (3) Die gewone werkure van 'n los werknemer kan hoogstens nege op 'n dag wees.

(4) *Etensoonderbrekings.*—'n Werkgewer kan sy werknemer nie verplig of toelaat om vyf uur aaneen op 'n dag sonder 'n onderbreking van minstens een uur waarin nie gewerk mag word, werk te verrig nie en daardie onderbreking mag 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, 'n tydperk bo een uur as gewone werkure beskou moet word;
- (b) tydperke van werk wat deur 'n tussenpouse van minder as een uur onderbreek word, beskou moet word as ononderbroke.

(5) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag, wat in of by sy inrigting werk, 'n ruspouse 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 die werknemer nie verplig of toegelaat mag word om werk te verrig nie, en dit moet beskou word dat die ruspouse deel van die gewone werkure uitmaak.

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

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

- (a) gedurende die hele ruspouse in sy werk, wanneer—
- (i) hy nie vry is om die persele van sy werkgewer gedurende daardie hele ruspouse te verlaat nie; of
- (ii) die duur van sodanige ruspouse nie in die rekords wat kragtens artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk, gehou moet word, vermeld staan nie; en
- (b) gedurende enige ander tydperk waarin hy op die persele van sy werkgewer 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 veronderstelling waarvoor voorsiening in hierdie subartikel gemaak word, nie t.o.v. daardie werknemer vir daardie gedeelte van die tydperk van toepassing is nie.

- (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 hour's 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, an 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 employee 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.

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

(9) *Oortydwerk.*—Al die tyd waarin meer as die maksimum getal ure soos voorgeskryf in subartikels (1) en (3) van hierdie artikel t.o.v. 'n dag of 'n week gewerk word, moet as oortydure beskou word.

(10) *Beperking van oortydwerk.*—'n Werkgewer mag 'n werknemer nie verplig of toelaat om—

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

(i) behoudens soos bepaal in subartikel (c), meer as twee uur oortydwerk op 'n dag te verrig nie;

(ii) meer as 10 uur in 'n week oortydwerk te doen nie;

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

(i) meer as twee uur op 'n dag oortydwerk te doen nie;

(ii) op meer as drie agtereenvolgende dae oortydwerk te doen nie;

(iii) meer as 10 uur in 'n week oortydwerk te doen nie;

(iv) op meer as 60 dae in 'n jaar oortydwerk te doen nie;

(v) na voltooiing van haar werkure, meer as een uur oortydwerk op 'n dag te doen nie, tensy hy—

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

(2) aan daardie werknemer 'n voldoende maaltyd verstrek het voordat sy met oortydwerk moet begin; of

(3) aan sodanige werknemer betyds 'n toelae van een sjieling en ses pennies betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortydwerk moet begin;

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

(11) *Besoldiging vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat by hom in diens is, besoldig teen 'n skaal van minstens anderhalfmaal sy gewone skaal, plus die voorgeskrewe lewenskostetoelae, al die oortydperk wat daardie werknemer verrig, en daardie oortydperk is die totaal van al die tydperke waarin oortydwerk gedurende daardie week gedoen is, en elke oorblywende breuk van 'n uur moet as 'n uur gereken word.

(12) Geen werknemer mag verplig word om oortydperk sonder sy toestemming te doen nie.

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

(14) *Voorbehoud.*—Die bepalinge van subartikels (6) en (10) van hierdie artikel is nie van toepassing op 'n manlike werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie, of i.v.m. die opknapping aan of herstelwerk 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) *Tabak omdraai gedurende die sweetproses.*—'n Werknemer wat hierdie werk doen, mag nie toegelaat word om hierdie werk vir langer as drie maande in elke ses agtereenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos in subartikel (c) en (d) van hierdie artikel bepaal, moet 'n werkgewer sy werknemer t.o.v. elke kalenderjaar jaarlikse verlof soos volg toestaan wat gedurende die tweede helfte van Desember van die kalenderjaar begin—

(a) in die geval van 'n werknemer wat by hom in diens is sedert 15 Januarie van die kalenderjaar waarop die verlof betrekking het, tien agtereenvolgende werkdag met volle besoldiging; met dien verstande dat die tien dae, saam met Kersdag, Tweede Kersdag en Nuwejaarsdag een aaneenlopende tydperk van verlof vorm;

(b) in die geval van 'n werknemer wat na 15 Januarie van die kalenderjaar waarop die verlof betrekking het, in diens tree, elf uur met volle besoldiging t.o.v. elke volle anderhalf maand diens. 'n Werkgewer kan sodanige werknemer verplig om 'n totale tydperk tot hoogstens tien agtereenvolgende werkdag ekstra verlof sonder besoldiging te neem gedurende die tydperk van verlof wat in subartikel (a) hiervan voorgeskryf word;

(c) ondanks die bepalinge van subartikels (a) en (b) en ter vervanging daarvan, het 'n werkgewer die reg om die getal dae verlof met volle besoldiging kragtens genoemde subartikels aan hoogstens vyf persent van sy werknemers toe te staan op 'n ander tyd gedurende Desember en/of Januarie wat onmiddellik daarop volg en wat vir die doeltreffende bestuur van sy besigheid nodig kan wees;

(d) 'n werknemer wat maandeliks besoldig word, kan verplig of toegelaat word om sy jaarlikse verlof met volle besoldiging van die duur soos voorgeskryf in subartikel (a) of (b) op 'n ander tyd te neem, maar so dat dit nie later as twee maande na voltooiing van elke diensjaar waarop dit betrekking het, begin nie.

(8) *Limitations 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 for Overtime.*—An employer shall pay an employee employed by him at a rate not less than one and one-half times his ordinary wage plus the prescribed Cost of Living Allowance, 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.

(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) *Verlofbesoldiging*.—Die besoldiging t.o.v. die jaarlikse verlof wat in subartikel (1) van hierdie artikel voorgeskryf word, moet op die laaste werkdag voor die datum waarop daardie verlof begin, betaal word.

(3) 'n Werknemer wie se dienskontrak eindig voordat die tydperk van verlof wat in subartikel (1) voorgeskryf is, verskuldig geword het, moet by diensbeëindiging t.o.v. elke volle anderhalf maand van daardie tydperk van minder as een kalenderjaar minstens elf uur volle besoldiging en lewenskostetoelae betaal word, wat gebaseer is 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 toepassing van hierdie artikel gebaseer word op die gemiddelde loon wat hy vir gewone tyd waarin werk verrig is, verdien het tot die naaste twaalf weke voltydse diens voor sy vakansieverlof.

(5) 'n Werknemer wat kragtens subartikel (1) tot 'n tydperk van verlof geregtig geword het en wie se dienskontrak eindig voordat daardie verlof toegestaan is, moet by die 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 toepassing van hierdie artikel word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke omvat wanneer 'n werknemer—

- (a) kragtens subartikel (1) met verlof afwesig is;
- (b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) kragtens artikel 8-met siekteverlof afwesig is;

en word dit beskou dat dit op die datum begin waarop die werknemer laas tot jaarlikse verlof geregtig geword het, of, na gelang van die jongste datum, die datum van sy indiensneming.

8. SIEKTEVERLOF.

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

- (a) Weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, altesaam 88 werkdag siekteverlof in 'n kalenderjaar diens by hom, en hy moet hom op of voor die tweede betaaldag na sy terugkeer na werk t.o.v. 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 werkgever kan vereis dat 'n getekende sertifikaat van 'n geregistreerde geneesheer voorgelê word t.o.v. elke tydperk van afwesigheid waarvoor aanspraak op besoldiging gemaak word;
- (b) weens 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, 'n bedrag wat gelyk is aan die verskil tussen die skadeloosstelling wat vir loon wat verloor is en die werklike bedrag aan loon wat verloor is, betaal word; 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 siektebesoldiging afgetrek kan word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgever moet verlof met volle besoldiging aan 'n werknemer, uitgesonderd 'n wag, toestaan op Nuwejaarsdag, Van Riebeeckdag, Goeie-Vrydag, Paasmaandag, Meidag (1 Mei), Hemelvaart, Uniedag, Koninginsverjaardag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

(2) *Besoldiging vir werk op Sondag en openbare vakansiedae*.—Onderworpe aan die bepalings van artikel 6 (8), moet 'n werknemer, uitgesonderd 'n wag, wanneer hy ook al op Sondag of op 'n openbare vakansiedag werk, deur sy werkgever—

- (a) ten opsigte van 'n Sondag, minstens dubbel die loon betaal word wat aan hom betaalbaar is t.o.v. die tydperk wat hy gewoonlik op 'n weekdag werk, n.l. 9 uur; met dien verstande dat 'n werkgever 'n werknemer wat op Sondag werk anderhalfmaal die weekloon soos in artikel 4 (1) of artikel 4 (4) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 44, kan betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word, en hom binne sewe dae na daardie Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon soos in artikel 4 (1) of artikel 4 (4) voorgeskryf vir 'n werknemer van sy klas, gedeel deur vyf, moet betaal;
- (b) ten opsigte van 'n openbare vakansiedag, benewens die loon wat kragtens subartikel (1) hiervan aan hom verskuldig is, sy gewone loon betaal word t.o.v. die tyd wat gewerk is en waarby elke gedeelte van 'n uur wat gewerk is, as 'n volle uur gereken word.

10. GETALLEVERHOUDING.

Geen werkgever mag—

- (a) 'n ongekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, magasynmeester, werknemer graad I en graad II, in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, magasynmeester, werknemer graad I en graad II in diens het en vir elke gekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, magasynmeester, werknemer graad I en graad II, kan hy nie meer as een ongekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, magasynmeester, werknemer graad I, en graad II, in diens neem nie;

(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 purposes 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 African 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, other than a Watchman, on New Year's Day, Van Riebeeck's Day, Good Friday, Easter Monday, May Day (1st May), Ascension Day, Union Day, Queen's Birthday, Settler's Day, Kruger Day, Day of the Covenant, 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;
- (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) meer as twee ongekwalifiseerde werknemers graad III en/of graad IV in sy diens neem nie, tensy hy drie gekwalifiseerde werknemers graad III en/of graad IV in diens het nie en vir elke drie gekwalifiseerde werknemers graad III en/of graad IV mag hy nie meer as twee ongekwalifiseerde werknemers graad III en/of graad IV in diens neem nie. Vir die toepassing van hierdie subartikel moet werknemers graad III en IV as een groep werknemers gereken word;

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

11. STUKWERK.

(1) 'n Werknemer wat vir enige tyd 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 verskuldig vir 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 Werkgever mag 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 Werkgever 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 Werkgever moet op 'n opvallende plek in sy inrigting die tarief van die stukwerkstelsel wat in subartikel (1) voorgeskryf word vertoon hou en mag 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 goeëddunke vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan enige persoon 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 moet wees; met dien verstande dat die Raad, na goeëddunke, na een week skriftelike kennisgewing aan die betrokke werkgever en/of werknemer, 'n vrystellingstifikaat 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 stifikaat 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 werkgever moet 'n logboek met duplikaatblaaie vir gebruik deur elke motorvoertuigbestuurder verstrek so na as moontlik in die volgende vorm:—

Daaglikse log.

Naam van werkgever.....
 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.
 Onklaarraking, ongevalle en/of ander vertraging.....

Handtekening van Bestuurder.

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

(3) Elke werkgever moet 'n volledige afskrif van die daaglikse log vir 'n tydperk van drie jaar na die datum waarop dit ingevul is, 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 een keer in elke 12 maande diens nie, onderworpe aan die bepalings van subartikel (2) van hierdie artikel. 'n Werknemer aan wie beskermende klere ooreenkom-

(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-section (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 on 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 to 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 the 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.

(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

stig hierdie bepalings uitgereik is, moet verplig word om daardie klere gedurende al die werkdere te dra en hy moet verantwoordelik gehou word vir die goeie toestand en was en stryk van die beskermende klere; met dien verstande dat 'n werkgewer 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 Fabriekswet verskaf moet word, die werkgewer hulle kosteloos moet verskaf en in goeie toestand hou.

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

15. DRANKE.

'n Werkgewer moet tweemaal per dag, gedurende die oggend- en middagpouses, tee of koffie (met suiker en melk) kosteloos vir sy werknemers beskikbaar stel; met dien verstande dat werknemers verplig kan word om hul eie houe te verskaf.

16. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

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

17. RAADSFONDS.

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

- Op die eerste betaaldag, nadat hierdie Ooreenkoms in werking tree, en op elke daaropvolgende betaaldag, moet elke werknemer wat op 'n weeklikse basis betaal word, 5d. per week, en elke werknemer wat op 'n maandelikse basis betaal word, 1s. 10d. per maand bydra.
- Die werkgewer moet 5d. per week bydra t.o.v. elkeen van sy werknemers wat weekliks betaal word, en 1s. 10d. per maand t.o.v. elkeen van sy werknemers wat maandeliks betaal word.
- Die werkgewer moet bydraes t.o.v. sy weekliks en maandeliks besoldigde werknemers aftrek en die bedrae binne twee weke na die einde van die maand waarin die bedrae afgetrek is, tesaam met sy eie bydrae, aan die Sekretaris van die Raad stuur.

18. ORGANISEER VAN WERKNEMERS.

Elke werkgewer moet 'n beampte van die vakvereniging wat behoorlik deur die vakvereniging gemagtig is, toelaat om van tyd tot tyd 'n afdeling van sy inrigting soos deur die werkgewer aangewys, gedurende die middagetensuur te besoek met die doel om vakverenigingsake te behartig, mits minstens 24-uur kennis aan die werkgewer gegee word van die voorneme om die voorgeskrewe afdeling van die inrigting te besoek; en voorts met dien verstande dat 'n verteenwoordiger van die werkgewer by die besprekings 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 werkgewer en elke werknemer is verplig om daardie agente toe te laat om sodanige navrae te doen en boeke en/of geskrifte te ondersoek en sulke persone te ondervra as wat vir hierdie doel nodig mag wees.

20. DIENSSERTIFIKATE EN VORMS VAN INDIENSNEMING.

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

(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 by sy geregistreerde adres gestuur word.

(3) (a) 'n Werkgewer moet binne sewe dae na indiensneming van 'n applikant om werk, die sollicitant verplig om 'n dienssertifikaat te toon wat ooreenkomstig die bepalings van subartikel (1) van hierdie artikel is, of 'n graderingsertifikaat wat deur die Raad uitgereik is, en dit moet in die vorm van Aanhangsel B van hierdie Ooreenkoms wees.

(b) Die werkgewer moet uiters twee weke nadat die sollicitant begin werk het, daardie sertifikaat saam 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 applikant om werk nie in staat is om die sertifikaat ooreenkomstig subartikel (3) (a) van hierdie artikel voor te lê nie, mag 'n werkgewer die werknemer nie toelaat om nog langer te werk nie, tensy hy daardie applikant in aanwesigheid van 'n getuie 'n verklaring van ondervinding in die vorm van Aanhangsel D van hierdie Ooreenkoms laat onderteken het en dit aan die Sekretaris van die Raad gestuur het saam met die betrokke indiensnemingsvorm, soos voorgeskryf in subartikel (3) (b) van hierdie artikel.

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 were 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 5d. per week, and each employee who is paid on a monthly basis shall contribute 1s. 10d. per month.
- The employer shall contribute 5d. per week in respect of each of his weekly paid employees and 1s. 10d. 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.

(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. BEËINDIGING VAN DIENSKONTRAK.

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

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

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

- (i) 'n Werkgewer of 'n werknemer se reg om die dienskontrak sonder voorafgaande kennisgewing 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 tydperk van kennisgewing van gelyke duur vir albei partye en vir nie minder as een week nie;
(iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van werknemers wat maandeliks werk en van een week in die geval van werknemers wat weekliks werk, en in hierdie geval kan die proeftydperk van diens met 24 uur aan albei kante beëindig word.
(2) Wanneer 'n ooreenkoms kragtens paragrawe (ii) en (iii) van subartikel (1) van hierdie artikel gesluit is, moet die beëindiging in plaas van kennisgewing in verhouding wees tot die tydperk van kennisgewing waartoe ooreengekom is.
(3) Die kennisgewing wat in subartikel (1) voorgeskryf word, mag nie met jaarlikse verlof of siekteverlof saamval nie. Vir die toepassing van hierdie subartikel 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, en in so 'n geval beteken siekteverlof 'n tydperk van 15 weke van die aanvang van die werknemer se afwesigheid af.

22. VOORBEHOUDSBEPALINGS.

Behalwe vir die doel om die getalverhoudings te bepaal, is hierdie Ooreenkoms slegs van toepassing op manlike werknemers wat 'n basiese loon van hoogstens £39 per maand verdien, en vroulike werknemers wat 'n basiese loon van hoogstens £30 per maand verdien, maar met uitsondering van gesertifiseerde verpleegsters op die gesondheidspersoneel, en die fabrieksbestuurpersoneel.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike 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 12de dag van Augustus 1953 in Kaapstad onderteken.

R. A. DEARTH,
Voorsitter van die Raad.

A. CALMEYER,
Ondervoorsitter van die Raad.

J. F. ROOS,
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 _____
Werk _____
Graad _____
Loon _____ per week plus _____ L.K.T.
Klokkaart No. _____
Totale vorige ondervinding _____
No. van dienssertifikaat wat deur die werknemer voorgelê is, of datum van verklaring van ondervinding _____
Naam van fabriek _____
Datum _____

Handtekening van Werkgewer.

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

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 twelfth day of August, 1953.

R. A. DEARTH,
Chairman of the Council.

A. CALMEYER,
Vice-Chairman of the Council.

J. F. ROOS,
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 _____
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 ten days after the employee has commenced work.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Meneer, _____ Posbus 1536,
Kaaipstad.

GRAADSERTIFIKAAT.

Werknemer _____
Werk _____
Hiermee word die ontvangs erken van Indiensnemingsvorm No. _____
van _____

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

Die uwe, _____

Sekretaris.

Die Firma _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Verw. No. _____ Posbus 1536,
Kaaipstad.

DIENSERTIFIKAAT.

Werknemer se naam voluit _____
Vroeër bekend as _____
Werknemer se huisadres _____
Klokkaart No. _____
Graad _____
Jongste werk _____
Sedert (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 _____

Werkgever 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 afskrif aan die werknemer uitgereik en een afskrif aan die Sekretaris van die Raad gestuur word.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAKNYWERHEID (KAAP).

Verw. No. _____ Posbus 1536,
Kaaipstad.

VERKLARING VAN ONDERVINDING.

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

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

Voorname _____

Vroeër bekend as _____

Huisadres _____

verklaar hierby dat ek _____ oud is en die volgende ondervinding in die Sigaret- en Tabaknywerheid het _____

ANNEXURE B.

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

Dear Sirs,

P.O. Box 1536,
Cape Town.

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.

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.

Naam van fabriek.	Tydperk van diens.		Werk.	LONE.	
	Van.	Tot.		By indiens- treding.	By uitdiens- treding.

Hierby verklaar ek, dat bostaande verklaring na my beste wete 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 werkgever aan
 die Sekretaris van die Raad gestuur word.

* No. 2109.] [25 September 1953.
 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-en-
 twintig van die Wet op Fabriek, Masjinerie en Bouwerk,
 1941, verklaar hierby dat die bepalings van die Ooreen-
 koms en kennisgewing in verband met die Sigaret- en
 Tabakvervaardigingsnywerheid, bekendgemaak by Goë-
 wermentskennisgewing No. 2108 van 25 September 1953
 vir dié 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.

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. 2109.] [25 September 1953.
 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. 2108
 of the 25th September, 1953, 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.

Wette van die Unie van Suid-Afrika, 1951

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