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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.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1671.] [19 Augustus 1955.
NYWERHEID-VERSOENINGSWET, 1937.

TABAKNYWERHEID.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheids-*versoeningswet*, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Tabaknywerheid betrekking het, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Augustus 1956 eindig, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en klousules 15 en 16 van genoemde Ooreenkoms, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Augustus 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Oudtshoorn; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en klousules 15 en 16 van genoemde Ooreenkoms, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Augustus 1956 eindig, in die magistraatsdistrik Oudtshoorn *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woord-*oms*krywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1671.] [19 August 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

TOBACCO MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) 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 Tobacco Manufacturing Industry, shall be binding from the second Monday after publication of this notice and for the period ending 30th August, 1956, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive) and clauses 15 and 16 of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending 30th August, 1956, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial District of Oudtshoorn; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial district of Oudtshoorn and from the second Monday after publication of this notice and for the period ending 30th August, 1956, the provisions contained in clauses 3 to 13 (inclusive) and clause 15 and 16 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.

J. DE KLERK,
Minister of Labour.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAAD VIR DIE TABAKNYWERHEID,
OUDTSHOORN.

OOREENKOMS

ingevolge d'e bepalings van die Nywerheid-versoeningwet, 1937, aangegaan en gesluit tussen—

M. Kaplan & Co. (Pty.), Ltd.
Karoo Tobacco Co.
Gillis Bros. (Pty.), Ltd.
A. L. Matthews.
Schoeman Bros. (Pty.), Ltd.
Du Plessis & Co.
J. Green & Sons.
Oudtshoorn Tobacco Co.
Lichtenstein & Co.
A. Locketz & Son.
H. S. Spies and Bros. (Pty.), Ltd.
Union Tobacco Co.
Union Wine and Spirit Corporation.

(hieronder „die werkgewers” genoem), aan die een kant, en die National Union of Cigarette and Tobacco Workers, Oudtshoorn-tak.

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

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

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik Oudtshoorn deur die werkgewers en die vakvereniging, wat partye is by hierdie Ooreenkoms, nagekom word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningwet, 1937, vasgestel is, en bly in werking tot 30 Augustus 1956 of vir sodanige tydperk as wat die Minister kan vasstel.

3. WOORDOMSKRYWINGS.

Tensy dit strydig met die samehang is, het enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningwet, 1937, omskrif is, dieselfde betekenis as in daardie Wet, en beteken—

„Wet”, die Nywerheid-versoeningwet, 1937;
„assistent-voorman”, 'n manlike werknemer wat die voorman by die verrigting van sy werk behulpsaam is, en wat gedurende sy afwesigheid vir hom kan waarneem;
„ektelbediener”, 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;
„los werknemer”, 'n werknemer wat hoogstens drie dae in die week by dieselfde werkgewer in diens is;
„klerklike werknemer”, 'n werknemer wat skryf, tik of enige ander soort klerklike werk verrig, en omvat 'n versendingsklerk en stoomman;
„klerklike werknemer, gekwalifiseer”, 'n klerklike werknemer met minstens vier jaar ondervinding;
„klerklike werknemer, ongekwalifiseer”, 'n klerklike werknemer met minder as vier jaar ondervinding;
„inrigting”, enige perseel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word, en enige perseel waarin goedere of materiaal vir vervaardiging en verpakking gebêre word, en kantore wat regstreeks by fabriekskontrolle betrokke is;
„nasiener”, 'n werknemer wat onder toesig van 'n voorman of assistent-voorman, die werk wat deur ander werknemers verrig word, nasien vir foute en gebreke in sodanige werk, en wat verantwoordelik is vir die gehalte en juistheid van die verrigte werk, en wat sodanige werk kan distribueer;
„nasiener, gekwalifiseer”, 'n nasiener met minstens twaalf maande ondervinding;
„nasiener, ongekwalifiseer”, 'n nasiener met minder as twaalf maande ondervinding;
„ondervinding” —

(a) met betrekking tot 'n nasiener, klerklike werknemer en tabakverpakker, die totale tydperk of tydperke wat 'n werknemer in die nywerheid onderskeidelik as 'n nasiener, klerklike werknemer of tabakverpakker in diens is;
(b) met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke wat 'n werknemer in die nywerheid as 'n graad I-werknemer in diens is;
(c) met betrekking tot 'n graad II-werknemer, die totale tydperk of tydperke wat 'n werknemer in die nywerheid as 'n graad II-werknemer in diens is;
met dien verstande dat, wanneer 'n werknemer in Graad II of graad I oorgeplaas word na graad I of tabakverpakker, die totale tydperk of tydperke wat hy in graad II en/of graad I gewerk het, as ondervinding in die graad waarheen hy oorgeplaas word, moet tel;
„voorman”, 'n werknemer wat toesig hou oor die werknemers in 'n inrigting of in 'n afdeling daarvan, wat beheer en gesag oor sodanige werknemers uitoefen, wat verantwoordelik is daarvoor dat hulle hulle werksaamhede doeltreffend verrig, en wat die reg het om werknemers, onderworpe aan die goedkeuring van die werkgewer, in diens te neem of te ontslaan;

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE TOBACCO
MANUFACTURING INDUSTRY, OUDTSHOORN.

AGREEMENT

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

M. Kaplan & Co. (Pty.), Ltd.
Karoo Tobacco Co.
Gillis Bros. (Pty.), Ltd.
A. L. Matthews.
Schoeman Bros. (Pty.), Ltd.
Du Plessis & Co.
J. Green & Sons.
Oudtshoorn Tobacco Co.
Lichtenstein & Co.
A. Locketz & Son.
H. S. Spies and Bros. (Pty.), Ltd.
Union Tobacco Co.
Union Wine & Spirit Corporation.

(hereinafter referred to as the “employers”) of the one part, and The National Union of Cigarette and Tobacco Workers, Oudtshoorn Branch

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

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

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Oudtshoorn by the employers who and the trade union, which are parties to this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1937, and shall remain in operation until 30th August, 1956, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act and further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;
“assistant foreman” means a male employee who assists a foreman in the performance of his duties and who may act for him during his absence;
“boiler attendant” means an employee engaged in firing a boiler and maintaining the water level and steam pressure;
“casual employee” means an employee who is employed by the same employer on not more than three days in any week;
“clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a despatch clerk and storeman;
“clerical employee, qualified,” means a clerical employee who has had not less than four years' experience;
“clerical employee, unqualified,” means a clerical employee who has had less than four years' experience;
“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;
“examiner” means an employee who under the supervision of a foreman, assistant foreman, examines the work performed by other employees, for faults and defects in such work and who is responsible for the quality and accuracy of the work performed, and who may distribute such work;
“examiner, qualified,” means an examiner who has had not less than twelve months' experience;
“examiner, unqualified,” means an examiner who has had less than twelve months' experience;
“experience” means—

(a) in relation to an examiner, clerical employee and tobacco packer the total period or periods during which an employee has worked in the industry as an examiner, clerical employee or tobacco packer respectively;
(b) in relation to a grade I employee, the total period or periods during which an employee has worked in the industry as a grade I employee;
(c) in relation to a grade II employee, the total period or periods during which an employee has worked in the industry as a grade II employee;

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

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

„graad I-werknemer”, ’n werknemer wat in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:—

- (1) ’n Tabaksakkiemasjien bedien;
- (2) ’n tabakkerfmasjien bedien;
- (3) messe slyp;
- (4) toesig hou oor die stoom van tabak in stoomkiste;
- (5) kleurbestanddele saamstel, geur en meng;

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

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

„graad II-werknemer”, ’n werknemer wat in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:—

- (1) Tabak op, stoom- of gaspanne droog;
- (2) tabakkerfmasjien voer;
- (3) voer, sorteer en afneem van tabakverpakkingsmasjiene (nie elders gespesifiseer nie) en/of van ’n tabakverpakkingsmasjien;
- (4) sakkies, pakkies of tabaksakkies met die hand maak;
- (5) gom maak;
- (6) papier voerings vir grootmaattabakhouers opmaak;
- (7) deurmekaar tabakblare reguit laat lê;
- (8) tabak in grootmaat, oor 16 ons, maar nie onder 10 ons nie, verpak;
- (9) blaartabak en/of kerftabak in mengsels met die hand vermeng;
- (10) rubberbande om tabaksakkies plaas en/of tabaksakkies verseël;
- (11) olie en smeer;
- (12) blikkie, sakkie of papierpakkie op vultregter plaas;
- (13) verpakte tabak, uitgesonderd roltabak, in buitehouers met die hand toedraai;
- (14) stingels of blare met die hand afstroop;

„graad II-werknemer, gekwalifiseer”, ’n graad II-werknemer met minstens een jaar ondervinding;

„graad II-werknemer, ongekwalifiseer”, ’n graad II-werknemer met minder as een jaar ondervinding;

„graad III-werknemer”, ’n werknemer wat in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:—

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

„graad IV-werknemer”, ’n werknemer wat in verband met die vervaardiging van snuif, kerf- of roltabak een of meer van die volgende werksaamhede verrig:—

- (1) Roltabak in papier toedraai;
- (2) blare vir roltabak sorteer en/of blare oopvou;

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

„’n masjien bedien”, die werk wat verrig word deur ’n werknemer wat verantwoordelik is vir die aansit en stopsit van ’n masjien (maar nie ’n ander lid van ’n masjienspersoneel wat ’n masjien kan stopsit nie) en omvat die uitvoering van geringe lopende verstellings aan die masjien;

„stukwerk”, enige stelsel waarvolgens ’n werkgewer se besoldiging op die hoeveelheid of omvang van verrigte werk berus;

„korttyd”, ’n tydelike vermindering van die getal gewone werkure as gevolg van slapte in die bedryf, tekort aan materiaal, ’n algemene onklaarraking van installasie of masjinerie wat deur ongeval of ander onvoorsiene noodgeval veroorsaak word; vir die toepassing van hierdie woordomsakrywing beteken die woord „tydelik” ’n tydperk van hoogstens 13 weke in een kalenderjaar;

„grade I employee” means an employee employed in or in connection with the manufacture of snuff, cut or roll tobacco in one or more of the following operations:—

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

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

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

„grade II employee” means an employee employed in or in connection with the manufacture of snuff, cut or roll tobacco in one or more of the following operations:—

- (1) Drying tobacco on steam or gas pans;
- (2) feeding tobacco cutting machine;
- (3) feeding, sorting and taking off tobacco packing machines not elsewhere specified and/or tobacco packing machine;
- (4) making bags, packets or pouches by hand;
- (5) making paste;
- (6) making up inner paper linings for bulk containers of tobacco;
- (7) straight laying tobacco leaves from tangled form;
- (8) packing cut tobacco into bulk over 16 oz. but under 10 lb.
- (9) mixing leaf and/or cut tobacco into blends by hand;
- (10) placing rubber bands around pouches and/or sealing pouches;
- (11) oiling and greasing;
- (12) placing tin, bag or paper packet on funnel;
- (13) wrapping packed tobacco other than roll tobacco into outers by hand;
- (14) stemming or stripping leaf by hand;

„grade II employee, qualified,” means a grade II employee who has had not less than one year’s experience;

„grade II employee, unqualified,” means a grade II employee who has had less than one year’s experience;

„grade III employee” means an employee employed in or in connection with the manufacture of snuff, cut or roll tobacco in one or more of the following operations:—

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

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

- (1) Wrapping of roll tobacco in paper;
- (2) Sorting of leaf for roll tobacco and/or leaf opening;

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

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

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

„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, for the purpose of this definition the word temporary shall mean a total period not exceeding 13 weeks in any one calendar year;

„tabaknywerheid” —

(a) die nywerheid waarin werkgewers en werknemers in inrigtings verbonde is vir die sorteer, meng, gradeer en baal van tabakblare, en vir die vervaardiging, voorbereiding of verpakking van snuif, sigarette, sigare, seroete of pruim, sigaret- of pyptabak; en omvat alle werksaamhede wat behoort by, of die gevolg is van, die sorteer, meng, gradeer en baal van tabakblare en sodanige vervaardiging, voorbereiding of verpakking wat deur die werknemers van sodanige werkgewers uitgevoer word;

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

„tabakverpakker”, 'n werknemer wat kerftabak en/of pruimtabak of snuif weeg, met die hand toedraai, of verpak in pakkies, tabakskakies, sakke of blikke van hoogstens 16 ons netto gewig;

„roldraaier”, 'n werknemer wat gevlegde tabak in rolle van verskillende gewigte draai;

„handvlegter”, 'n werknemer wat tabakblare in roltabak van die vereiste dikte vleg;

„loon”, die deel van sy besoldiging (lewenskoste nie ingesluit nie) wat kragtens artikel 4 (1) of artikel 4 (4) aan 'n werknemer ten opsigte van sy gewone werkure betaalbaar is.

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

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

4. BESOLDIGING.

(1) Behoudens soos bepaal in subartikels (2), (4) en (6) van hierdie artikel, is die minimum loon wat 'n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, soos hieronder uiteengesit: Met dien verstande dat, wanneer 'n werknemer in 'n klas ingedeel word, dit beskou moet word dat hy tot daardie klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is:—

(a) Binne 'n munisipale gebied:

	Per week.
	£ s. d.
Voorman	7 0 0
Assistent-voorman	5 10 0
Nasiener, gekwalifiseer	3 15 0
Gedurende eerste ses maande ondervinding	3 0 0
Gedurende tweede ses maande ondervinding	3 7 6
Klerklike werknemer, manlik, gekwalifiseer	5 15 5
Klerklike werknemer, manlik, ongekwalifiseer—	
Gedurende eerste jaar ondervinding	1 16 11
Gedurende tweede jaar ondervinding	2 13 1
Gedurende derde jaar ondervinding	3 9 3
Gedurende vierde jaar ondervinding	4 5 5
Klerklike werknemer, vroulik, gekwalifiseer	4 0 0
Klerklike werknemer, vroulik, ongekwalifiseer—	
Eerste jaar ondervinding	1 16 11
Tweede jaar ondervinding	2 6 2
Derde jaar ondervinding	2 15 5
Vierde jaar ondervinding	3 4 7
Handlanger	3 10 0
Roldraaier	2 8 0
Handvlegter, manlik	1 14 0
Handvlegter, vroulik	1 9 0
Loogkoker	2 0 0
Tabakverpakker	2 5 0
Graad I-werknemer, gekwalifiseer	3 10 0
Graad I-werknemer, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding	1 5 0
Gedurende tweede ses maande ondervinding	1 16 0
Gedurende derde ses maande ondervinding	2 6 0
Gedurende vierde ses maande ondervinding	2 17 0
Graad II-werknemer, gekwalifiseer	2 5 0
Graad II-werknemer, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding	1 5 0
Gedurende tweede ses maande ondervinding	1 10 0
Graad III-werknemer	1 10 0
Graad IV-werknemer	1 7 9
Keteloppasser	2 0 0
Dierevoertuigdrywer	1 15 0
Nie elders gespesifiseer nie	2 10 0

(b) In alle ander gebiede die lone hierbo voorgeskryf, min 64 persent.

(c) Die lewenskostetoelae in subklousule (8) van hierdie klousule voorgeskryf moet met 1s. per week verhoog word:—

(i) In 'n munisipale gebied in die geval van graad III-werknemers

(ii) in alle ander gebiede in die geval van roldraaiers en graad III-werknemers.

“Tobacco Manufacturing Industry” means—

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

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

“tobacco packer” means an employee engaged in the weighing and/or packing and/or wrapping by hand of cut tobacco and/or plug tobacco or snuff into packets, pouches, bags or tins containing not more than 16 oz. net weight;

“roll maker” means an employee engaged in the rolling of twisted tobacco into rolls of various weights;

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

“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 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 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:—

(a) Within a Municipal Area:—

	Per Week.
	£ s. d.
Foreman	7 0 0
Assistant foreman	5 10 0
Examiner qualified	3 15 0
during first six months' experience	3 0 0
during second six months' experience	3 7 6
Clerical employee, male, qualified	5 15 5
Clerical employee, male, unqualified—	
during first year of experience	1 16 11
during second year of experience	2 13 1
during third year of experience	3 9 3
during fourth year of experience	4 5 5
Clerical employee, female, qualified	4 0 0
Clerical employee, female, unqualified—	
during the first year of experience	1 16 11
during second year of experience	2 6 2
during third year of experience	2 15 5
during fourth year of experience	3 4 7
Handyman	3 10 0
Roll maker	2 8 0
Hand twister, male	1 14 0
Hand twister, female	1 9 0
Lye boiler	2 0 0
Tobacco packer	2 5 0
Grade I employee, qualified	3 10 0
Grade I employee, unqualified—	
during first six months' experience	1 5 0
during second six months' experience	1 16 0
during third six months' experience	2 6 0
during fourth six months' experience	2 17 0
Grade II employee, qualified	2 5 0
Grade II employee, unqualified—	
during first six months' experience	1 5 0
during second six months' experience	1 10 0
Grade III employee	1 10 0
Grade IV employee	1 7 9
Boiler attendant	2 0 0
Driver of any animal drawn vehicle	1 15 0
Not elsewhere specified	2 10 0

(b) In all other areas the wages prescribed above less 64 per cent.

(c) The cost of living allowance prescribed in sub-clause (8) of this clause shall be increased by 1s. per week—

(i) within a municipal area in respect of Grade III employees;

(ii) in all other areas in respect of roll-maker and Grade III employees.

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

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

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

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

(4) *Vermindering van loonskaal nie toegelaat nie.*—Niks in hierdie Ooreenkoms kan die loonskaal verminder van 'n werknemer wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, teen 'n hoër skaal besoldig is of mag word as die minimum wat in hierdie artikel neergelê word nie; en sodanige werknemer moet steeds betaal word en geregtig wees op 'n loon teen 'n skaal wat nie laer as die hoër skaal is nie, asof sodanige hoër skaal die minimum ten opsigte van sodanige werknemer is; met dien verstande dat die werknemer by dieselfde werkgever in diens bly.

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

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

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

met dien verstande dat, as die enigste verskil tussen klasse dat, as die enigste verskil tussen klasse kragtens subartikel (1) van hierdie artikel op ondervinding berus, die bepalinge van hierdie subartikel nie van toepassing is nie.

Die bepalinge van hierdie subartikel is nie van toepassing op 'n assistent-voorman wanneer hy 'n voorman waarneem nie, tensy hy vir 'n ononderbroke tydperk van minstens drie weke agterteen waarneem, en in dié geval is dit van toepassing op die tydperk wat sodanige drie weke oorskry.

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

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

(a) *Berekening van maandloon.*—Vir die berekening van die maandloon van 'n werknemer vir wie 'n weekloon voorgeskryf is, moet die weekloon met $4\frac{1}{3}$ (vier en een-derde) vermenigvuldig word.

(b) *Berekening van weekloon.*—Vir die berekening van die weekloon van 'n werknemer wat maandeliks besoldig word, moet die maandloon deur $4\frac{1}{3}$ (vier en een-derde) gedeel word.

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

(8) *Lewenskostoelae.*—Die betaalbare lewenskostoelae is dié wat kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, betaalbaar is; met dien verstande dat—

(a) dié lewenskostoelae wat kragtens die genoemde Oorlogsmaatreël op 16 Maart 1953 van krag was, nie verlaag mag word, ondanks enige wysiging daarvan waarby die genoemde toelae verminder of herroep word totdat 'n tydperk van ses maande na die datum van so'n vermindering of herroeping verloop het nie.

(b) Ingeval die genoemde Oorlogsmaatreël so gewysig word dat die betaalbare toelae verhoog word, moet sodanige wysiging in werking tree; enige latere wysiging waarby die toelae verminder word, moet van toepassing wees slegs in so 'n mate dat die toelae nie laer mag wees as in klousule (a) van hierdie subartikel uiteengesit nie.

(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 and in the same manner all increases which become due during the period 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 the same employer.

(5) *Differential Wage.*—An employer who required 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 wage of the lower class;

(b) for which no rising scale of wages is prescribed the wages calculated at such higher wage rate in respect of the whole day on which he performs such work 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 when acting for a foreman unless he so acts for a continuous period of not less than three weeks at any one time when it shall apply to the period in excess of such three weeks.

(6) *Basis of Contract.*—For the 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 $4\frac{1}{3}$ (four and one-third).

(b) *Calculation of Weekly Wage.*—For the purpose of calculating the weekly wage of an employee who is paid monthly the monthly wage shall be divided by $4\frac{1}{3}$ (four and one-third).

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

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

(a) the cost of living allowance payable under the said War Measure effective as at 16th March, 1953, shall not be decreased irrespective of any amendment thereto which decreases or repeals the said allowance until a period of six months from a date of such decrease or repeal has elapsed;

(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.

5. BETALING VAN BESOLDIGING.

(1) 'n *Werknemer, uitgesonderd 'n los werknemer*.—Behoudens soos bepaal in artikel 7 (2), moet elke bedrag aan 'n werknemer verskuldig, weekliks of maandeliks, indien die werkgever en werknemer aldus skriftelik ooreengekom het, gedurende die werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word en moet in 'n verseëelde kovert wees waarop aan die buitekant moet staan die werkgever en werknemer se name, die werknemer se fabrieksnommer, bedryf, klassifikasie en loonskaal, die getal gewone ure en oortydure werkure, die lone ten opsigte van elk betaal, die bonusbedrag, aanpassings, lewenskostetoelae, of enige ander betaling wat gedoen is, die totale besoldiging wat betaal word, en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en die bedrag wat afgetrek word vir vakverenigingsgelde en bydraes soos voorgeskryf kragtens die Werkloosheidsverzekeringwet, No. 53 van 1946; met dien verstande dat as 'n ooreenkoms aangegaan is vir 'n diensopseggingstermyn van langer as een week, besoldiging aan die einde van elke sodanige langer tydperk betaal kan word.

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

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

(4) *Premies*.—Vir diensverskaffing aan of opleiding van 'n werknemer mag geen bedrag regstreeks of onregstreeks 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 enige wet bepaal, mag 'n werkgever nie sy werknemer verplig om van hom of van enige persoon of by enige plek wat hy aanwys, losies en/of inwoning aan te neem nie.

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

- (a) Met die toestemming van die werknemer vir geld wat aan die National Union of Cigarette and Tobacco Workers verskuldig is.
- (b) behoudens soos bepaal in artikel 8, wanneer sy werknemer van sy werk af wegbly of weens 'n ongeluk of siekte afwesig is, 'n afrekkings wat in verhouding tot die tydperk van afwesigheid is;
- (c) 'n afrekkings van enige bedrag 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 voorgeskryf in artikel 6 (1) vanweë korttyd verminder word, 'n afrekkings van 1/4ste van die weekloon voorgeskryf in artikel 4 (1) of (4) ten opsigte van elke uur van daardie vermindering; met dien verstande dat sodanige vermindering nie meer as 1/4stes van die weekloon van die werknemer mag wees nie, ongeag die getal ure waarmee die gewone werkure verminder word; en met dien verstande dat geen bedrag afgetrek mag word nie—
 - (i) ingeval van korttyd wat ontstaan as gevolg van 'n tydelike slappe in die bedryf of tekort aan grondstowwe, tensy die werkgever sy werknemer minstens 24 uur kennis gee 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, ten opsigte van die eerste uur wat nie gewerk is nie.

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

(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) 44 in enige week van Maandag tot en met Vrydag;
 - (ii) 9 1/2 op 'n dag;
 - (iii) 'n week moet slegs vyf dae tel; behoudens soos voorgeskryf in subartikel (10) (c) van hierdie artikel, mag geen werk op 'n Saterdag verrig word nie;
- (b) in die geval van 'n wag—
 - (i) 48 in 'n week;
 - (ii) nege per skof;
 - (iii) 'n week kan uit ses skofte bestaan.

(2) 'n Werkgever 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 mag nie 9 1/2 op 'n dag oorskry nie.

(4) *Etensonderbrekings*.—'n Werkgever mag 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, te werk nie en daardie onderbreking mag nie as deel van die gewone werkure of oortyd 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) werktye wat deur 'n pouse van minder as een uur onderbreek word, as ononderbroke gereken moet word.

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

- (a) With the consent of the employee for fees due to the National Union of Cigarette and Tobacco Workers;
- (b) save as provided in section 8, when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) whenever the ordinary hours of work prescribed in section 6 (1) are reduced on account of short-time a deduction of one forty-fourth of the weekly wage prescribed in section 4 (1) or (4) in respect of each hour of such reduction; provided that such deduction shall not exceed eight forty-fourths of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are reduced and provided that no deduction shall be made—
 - (i) in the case of short-time arising out of temporary slackness of trade or shortage of materials unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;
 - (ii) in the case of short-time arising out of a general breakdown in plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked.

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 Monday to Friday inclusive;
 - (ii) nine and a quarter 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;
 - (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 and a quarter in any day.

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

- (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) *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 dienlik aan—

(a) die middel van elke eerste werktyd op 'n dag;
(b) die middel van elke tweede werktyd op 'n dag wanneer sodanige 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 subartikels (4) en (5) van hierdie artikel, moet alle werkure aaneenlopend wees.

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

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

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

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkewer is;

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

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

(9) *Oortyd.*—Alle tyd wat meer as die maksimum getal ure soos voorgeskryf in subartikels (1) en (3) van hierdie artikel ten opsigte van 'n week gewerk word, moet as oortyd gereken word.

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

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

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

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

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

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

(ii) op meer as drie agtereenvolgende dae;

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

(iv) op meer as 60 dae in 'n jaar;

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

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

(2) aan sodanige 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 'n Saterdag werk, meer as vyf uur op sodanige dag.

(11) *Besoldiging vir oortyd.*—'n Werkgewer moet 'n werknemer wat by hom in diens is, besoldig teen 'n skaal van minstens 1½ maal sy gewone loon ten opsigte van al die oortyd gewerk deur sodanige werknemer, en daardie oortydwerk is die totaal van al die tydperke oortyd wat gedurende 'n week gewerk is, en elke oorblywende breuk van 'n uur moet as 'n uur gereken word.

(12) Geen werknemer mag verplig word om sonder sy toestemming oortyd te werk nie.

(13) Geen werknemer mag weens sy weiering om oortyd te werk, 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 in verband met 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 tydens die sweetproses.*—'n Werknemer wat hierdie werk doen, mag nie toegelaat word om dié werk vir langer as drie maande in elke ses agtereenvolgende maande te verrig nie.

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

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

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

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

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

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

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

(i) he is not free to leave the premises of his employer for the whole of such interval; or

(ii) the duration of such interval is not shown in the records required to be kept in terms of section nine of the Factories, Machinery and Building Work Act; and

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

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

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

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

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

(a) in the case of a male employee—

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

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

(b) in the case of a female employee:—

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

(ii) on more than three consecutive days;

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

(iv) on more than 60 days in any year;

(v) after completion of her working hours for more than one hour in any day unless he has—

(1) given notice thereof to such employee before midday; 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 six pence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;

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

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

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

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

(14) *Savings.*—The provisions of 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 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. JAARLIKSE VERLOF.

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

- (a) In die geval van 'n werknemer wat by hom in diens is sedert 15 Januarie van die kalenderjaar waarop die verlof betrekking het, 10 agtereenvolgende werkdag met volle besoldiging; met dien verstande dat genoemde 10 dae, saam met Kersdag en Nuwejaarsdag, één aaneenlopende tydperk van verlof uitmaak;
- (b) In die geval van 'n werknemer wat na 15 Januarie van die kalenderjaar waarop die verlof betrekking het, in diens kom, 11 uur met volle besoldiging ten opsigte van elke volle 1½ maand diens. 'n Werkgewer kan van sodanige werknemer vereis om 'n totale tydperk van hoogstens 10 agtereenvolgende werkdag bykomende verlof sonder besoldiging te neem gedurende die tydperk wat in subartikel (a) hiervan voorgeskryf word.
- (c) Ondanks die bepalinge van subartikels (a) en (b) en ter vervanging daarvan, beskik 'n werkgewer oor die reg om die getal dae verlof met volle besoldiging kragtens genoemde subartikels aan hoogstens vyf persent van sy werknemers toe te staan op sodanige tyd gedurende Desember en/of Januarie, onmiddellik daarna, as wat vir die doeltreffende werking van sy besigheid nodig is.
- (d) 'n Werknemer wat per maand besoldig word, kan verplig of toegelaat word om sy jaarlikse verlof met volle besoldiging voorgeskryf in subartikel (a) of (b) op enige ander tyd te neem, maar sodat dit nie later as twee maande na die voltooiing van elke diensjaar waarop dit betrekking het, begin nie.

(2) *Verlofbesoldiging.*—Besoldiging ten opsigte van die jaarlikse verlof genoem in subartikel (1) van hierdie artikel, moet op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(3) 'n Werknemer wie se dienskontrak eindig voordat die verlof genoem in subartikel (1), verskuldig is, moet by sodanige diensbeëindiging ten opsigte van elke 1½ maand van sodanige tydperk van minder as een kalenderjaar minstens 11 uur se volle loon en lewenskostetoelae betaal word, gebaseer op die weekloon wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

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

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

(6) Vir die toepassing van hierdie artikel word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer—

- (a) kragtens subartikel (1) met verlof afwesig is;
- (b) verplig word om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) vir 'n tydperk van hoogstens 12 weke in enige jaar van weë 'n bevalling afwesig is;
- (e) kragtens artikel 8 met siekteverlof afwesig is;
- (f) om oorsake, uitgesonderd bogenoemde, vir tydperke van hoogstens 1 dag per maand afwesig is;

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

8. SIEKTEVERLOF.

'n Werkgewer moet die volgende 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 ten opsigte van elke uur daarvan minstens 1/44 ste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het, betaal; met dien verstande dat die werkgewer kan eis dat 'n getekende sertifikaat van 'n geregistreerde geneesheer voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op besoldiging gemaak word;
- (b) weens 'n ongeluk 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 bedrae 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.

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 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 time during December and/or January immediately following as may be necessary for the efficient conduct of his business.
- (d) A monthly paid employee may be required or permitted to take his annual leave on full pay of the duration prescribed in sub-section (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave relates.

(2) *Leave Remuneration.*—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 one and one-half month 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 or the nearest twelve weeks on full time prior to his holiday leave.

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

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

- (a) absent on leave in terms of sub-section (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent for a period not exceeding 12 weeks in any year due to confinement;
- (e) absent on sick leave in terms of section 8;
- (f) absent for reasons other than the above for periods not exceeding 1 day per month;

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

8. SICK LEAVE.

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 Workman'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 off-set against such sick pay.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgewer moet aan 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag, verlof met volle besoldiging toestaan.

Indien sodanige vakansiedag op 'n Sondag val, moet dit op die daaropvolgende Maandag toegestaan word.

(2) *Besoldiging vir werk op Sondag en openbare vakansiedae.*—Behoudens die bepalings van artikel 6 (8), moet 'n werknemer, uitgesonderd 'n wag, wanneer hy op 'n Sondag, of op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, deur sy werkgewer—

- ten opsigte van 'n Sondag, minstens dubbel die loon betaal word wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, nl. 9½ uur; met dien verstande dat 'n werkgewer 'n werknemer wat op Sondag werk, 1½ maal die weekloon in artikel 4 (1) of artikel 4 (4) voorgeskrif 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 in artikel 4 (1) of 4 (4) voorgeskrif vir 'n werknemer van sy klas, gedeel deur vyf, moet betaal;
- ten opsigte van Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag, benewens die loon wat kragtens subartikel (1) hiervan aan hom verskuldig is, sy gewone loon betaal word ten opsigte van die tyd wat gewerk is en waarby elke gedeelte van 'n uur wat gewerk is, as 'n volle uur gereken word.

10. GETALLEVERHOUDING.

Geen werkgewer mag—

- 'n ongekwalifiseerde klerklike werknemer en graad I-werknemer in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde klerklike werknemer en graad I-werknemer in sy diens het, en vir elke sodanige gekwalifiseerde klerklike werknemer en graad I-werknemer kan hoogstens een ongekwalifiseerde klerklike werknemer en graad I-werknemer deur hom in diens geneem word;
- meer as twee ongekwalifiseerde graad II-werknemers in diens neem nie, tensy hy drie gekwalifiseerde graad II-werknemers in diens het, en vir elke drie gekwalifiseerde graad II-werknemers kan hoogstens twee ongekwalifiseerde graad II-werknemers deur hom in diens geneem word; met dien verstande dat 'n ongekwalifiseerde werknemer in enigeen van genoemde klasse wat in ontvangs is van minstens die loon voorgeskrif vir gekwalifiseerde werknemers van sy klas, vir die toepassing van hierdie artikel as 'n gekwalifiseerde werknemer gereken kan word.

11. STUKWERK.

(1) 'n Werknemer wat vir enige tydperk stukwerk verrig, moet die volle bedrag betaal word wat deur hom verdien is volgens die stukwerkstale, behoudens subartikels (2), (3) en (4) van hierdie artikel; met dien verstande dat afgesien van die hoeveelheid stukwerk wat verrig is, sodanige werknemer ten opsigte van sodanige tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende sodanige tydperk as tydwerker in diens was.

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

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

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

12. BESKERMING VAN KLERE, UNIFORMS EN OORPAKKE.

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

(2) 'n Werkgewer wat van sy werknemer vereis om 'n uniform of oorpak te dra of 'n werkgewer van wie dit kragtens wet vereis word om sy werknemer van beskermende klere te voorsien, moet sodanige uniform, oorpak of beskermende klere aan daardie werknemer kosteloos verskaf en dit bly die eiendom van die werkgewer.

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR.
'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

14. ORGANISEER VAN WERKNEMERS.

Elke werkgewer moet enige beambte van die vakvereniging wat behoorlik gemagtig is, toelaat om van tyd tot tyd gedurende die etensuur 'n afdeling van sy inrigting, deur die werkgewer voorgeskryf, te betree met die doel om vakverenigingsbedrywighede uit te oefen; met dien verstande dat die werkgewer minstens 24 uur kennis gegee moet word van die voorneme om die voorgeskrewe afdeling van die inrigting te besoek, en met dien verstande dat enige verteenwoordiger van die werkgewer by sodanige bedrywighede teenwoordig kan wees.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

(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 on New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall—

- In respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, i.e. nine and a quarter hours; provided that an employer may pay an employee who works on a Sunday one and a half times the weekly wage prescribed in section 4 (1) or section 4 (4) for an employee of his class divided by forty-four 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 4 (4) for an employee of his class divided by five;
- In respect of New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day, pay the employee his ordinary wage in respect of the time worked, any part of an hour worked counting as a completed hour, in addition to the pay due under sub-section (1) hereof.

10. PROPORTION OR RATIO.

An employer shall not employ—

- an unqualified clerical employee and Grade I employee unless he has in his employ a qualified clerical employee and Grade I employee respectively, and for each such qualified clerical employee and Grade I employee not more than one unqualified clerical employee and Grade I employee not more than one unqualified clerical employee and Grade I employee may be employed by him.
- More than two unqualified Grade II employees, unless he employs three qualified Grade II employees and for each three qualified Grade II employees, not more than two unqualified Grade II employees may be employed by him; provided that an unqualified employee in any of the classes referred to, who is in receipt of a wage no less than that prescribed for a qualified employee of his class may for the purpose of this section be deemed to be a qualified employee.

11. PIECE-WORK.

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

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

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

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

12. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

(2) An employer who requires his employee to wear a uniform or overall or an employer who is required by law to provide his employee with protective clothing shall supply such uniform, overall or protective clothing to such employee free of charge and it shall remain the property of the employer.

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

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

14. 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.

15. DIENSSERTIFIKAAT.

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

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis gee in die geval van 'n werknemer wat weekliks besoldig word en een maand kennis in die geval van 'n werknemer wat maandeliks besoldig word, vir beëindiging van die dienskontrak, of 'n 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 waarvoor 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 sy werkgewer in kennis gestel het van sy siekte en ten opsigte van die tydperk van afwesigheid 'n doktersertifikaat voorgelê het, en in so 'n geval beteken siekteverlof 'n tydperk van 15 weke van die aanvang van die werknemer se afwesigheid af.

Namens die partye op hede die 27ste dag van Augustus 1953 op Oudtshoorn onderteken.

W. B. KNOTT,
Voorsitter van die Raad.

Getuies:

(1) G. J. DE WAAL, SOL. GREEN,
(2) D. F. DE KLERK, Verteenwoordiger van die werkgewers.

Getuies:

(1) E. MULLER, A. CALMEYER,
(2) M. GREYLING, Verteenwoordiger van die werknemers.

Getuies:

(1) A. W. BEPPO, G. J. DE WAAL,
(2) G. DOOREWAARD, Sekretaris van die Raad.

AANHANGSEL A.

DIENSSERTIFIKAAT.

Werknemer se naam voluit
Vroeër bekend as
Werknemer se huisadres
Betaalkaart No.
Graad
Jongste. werk
Sedert (datum)
* Loon ontvang by vertrek £ per week/maand,
plus L.K.T. per week/maand.
Datum van jongste verhoging
Datum van indienstreding datum van
vertrek
Totale tydperk deur hierdie sertifikaat gedek jare
..... maande.
Naam van fabriek
.....
Werknemer se handtekening.
Datum uitgereik

* Vermeld in die geval van stukwerkers hul minimum-tydloonskaal per week.
OPMERKING.—Hierdie sertifikaat moet reg ingevul wees en een kopie moet aan die werknemer gegee word.

15. CERTIFICATE OF SERVICE.

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 the Annexure to this Agreement. All certificates issued by the employer shall be numbered consecutively, signed by the employer or his representative and a copy of each certificate shall be retained by him.

16. 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 effect—

(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 paragraph (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.

Signed at Oudtshoorn on behalf of the parties this 27th day of August, 1953.

W. B. KNOTT,
Chairman of the Board.

Witnesses:

(1) G. J. DE WAAL,
(2) D. F. DE KLERK.

SOL. GREEN,
Representing employers.

Witnesses:

(1) E. MULLER,
(2) M. GREYLING.

A. CALMEYER,
Representing employees.

Witnesses:

(1) A. W. BEPPO,
(2) G. DOOREWAARD.

G. J. DE WAAL,
Secretary of the Board.

ANNEXURE A.

Ref. No.

CERTIFICATE OF SERVICE.

Employee's full name
Formerly known as
Employee's house address
Pay 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.

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

* No. 1672.]

[19 Augustus 1955.]

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

TABAKNYWERHEID.

Ek, JOHANNES DE KLERK, 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 bepaling van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid, gepubliseer by Goewermenskennisgewing No. 1671 van 19 Augustus 1955, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepaling van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 1672.]

[19 August 1955.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

TOBACCO MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Tobacco Manufacturing Industry, published under Government Notice No. 1671 of the 19th August, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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