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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR

* No. 2387.] [2 December 1955.]

INDUSTRIAL CONCILIATION ACT, 1937.

CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

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 Cigarette and Tobacco Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 28th August, 1957, upon the employer 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 2 to 15 (inclusive) and 17 to 20 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending 28th August, 1957, upon the other employers and employees engaged or employed in the said Industry, in the municipal area of Bloemfontein; 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 municipal area of Bloemfontein, and from the second Monday after publication of this notice and for the period ending 28th August, 1957, the provisions contained in clauses 2 to 15 (inclusive) and 17 to 20 (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.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewërmentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2387.] [2 Desember 1955.]

NYWERHEID-VERSOENINGSWET, 1937.

SIGARET- EN TABAKNYWERHEID,
BLOEMFONTEIN.

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
Sigaret- en Tabaknywerheid betrekking het, van
die tweede Maandag na die publikasie van hierdie
kennisgewing af en vir die tydperk wat op 28
Augustus 1957 eindig, bindend is vir die werk-
gewer en die vakvereniging wat genoemde Ooreen-
koms 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 2 tot en met
15 en 17 tot en met 20 van genoemde Ooreenkoms,
van die tweede Maandag na die publikasie van
hierdie kennisgewing af en vir die tydperk wat op
28 Augustus 1957 eindig, bindend is vir die ander
werkgewers en werknemers betrokke by of in diens
in genoemde nywerheid in die munisipale gebied
Bloemfontein; en
- (c) kragtens subartikel (4) soos toegepas by subartikel
(6) van artikel *agt-en-veertig* van genoemde Wet
dat die bepalings vervat in klousules 2 tot en met
15 en 17 tot en met 20 van genoemde Ooreenkoms,
van die tweede Maandag na die publikasie van
hierdie kennisgewing af en vir die tydperk wat
op 28 Augustus 1957 eindig, in die munisipale
gebied Bloemfontein *mutatis mutandis* van toe-
passing is ten opsigte van persone in diens in
genoemde Nywerheid wat nie by die woordom-
skrywing van die uitdrukking „werknemer”, ver-
vat in artikel *een* van genoemde Wet, ingesluit is
nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD FOR THE TOBACCO MANUFACTURING INDUSTRY, BLOEMFONTEIN.

AGREEMENT

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

Messrs. The United Tobacco Companies (South), Limited (hereinafter referred to as "the employer") of the one part and

The National Union of Cigarette and Tobacco Workers (hereinafter referred to as "the employees"), of the other part, being the parties to the Conciliation Board.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal area of Bloemfontein by Messrs. The United Tobacco Companies (South), Limited, and their employees who are parties to this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister and shall remain in force until the 28th August, 1957; provided that if during the period of this Agreement a New Wage Determination which supersedes Wage Determination No. 92 of 1942 is published with any rate or rates of pay applicable to the municipal area of Bloemfontein in excess of the rates of pay stated in sub-section 1 of section 4 of this Agreement such higher rate or rates shall apply to this Agreement from the date when the new determination comes into force and until the termination of this Agreement.

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 of his trade, or 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;
- "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 or not more than four days in any week;
- "chargehand" means an employee who, under the supervision of a foreman, forewoman, assistant foreman, assistant forewoman, despatch clerk or storeman, is in charge of grade II and/or grade III employees and/or labourers;
- "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 registerable 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 and grade III employees and/or labourers for faults or defects in such work and who is responsible for the quality and accuracy of the work performed and who may distribute such work and may keep records relating to his/her duties;
- "examiner, qualified," means an examiner who has had not less than twelve months' experience;
- "examiner, unqualified," means an examiner who has had less than twelve months' experience;
- "experience" means—

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

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAAD VIR DIE TABAKNYWERHEID, BLOEMFONTEIN.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

United Tobacco Companies (South) Limited, (hieronder „die werkgever” genoem), aan die een kant, en die National Union of Cigarette and Tobacco Workers

(hieronder „die werknemers” genoem), aan die ander kant, wat die partye by die Versoeningsraad is.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die munisipale gebied Bloemfontein deur die United Tobacco Companies (South) Limited en hul werknemers wat partye by hierdie Ooreenkoms is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister vasstel en bly van krag tot 28 Augustus 1957, met dien verstande dat, indien daar gedurende die geldigheidsduur van hierdie Ooreenkoms 'n nuwe loonvaststelling in plaas van Loonvaststelling No. 92 van 1942 gepubliseer word wat hoër lone as subartikel 1 van artikel 4 van hierdie Ooreenkoms vir die munisipale gebied van Bloemfontein voorskryf, sodanige hoër leonskaal of -skale van toepassing is van die datum af waarop die nuwe Vastelling van krag word en tot die beëindiging van hierdie Ooreenkoms.

3. WOORDOMSKRYWINGS.

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

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „vakman”, 'n geskoolde passasjer en draaier, elektrisiën of timmerman wat die erkende vakleerlingtydperk en voorwaardes van sy ambag nagekom en voltooi het of hom op enige ander wyse in sodanige ambag bekwaam het;
- „assistent-voorman”, 'n manlike werknemer wat 'n voorman by die nakoming van sy pligte help en in sy afwesigheid vir hom kan waarneem;
- „assistent-voorvrou”, 'n vroulike werknemer wat 'n voorvrou by die nakoming van haar pligte help en in haar afwesigheid vir haar kan waarneem;
- „ketelbediener”, 'n werknemer wat 'n stoomketel stook en die watervlak en stoomdruk op peil hou;
- „los werknemer”, 'n werknemer wat hoogstens vier dae in 'n week by dieselfde werkgever in diens is;
- „onderbaas”, 'n werknemer wat, onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, versendingsklerk of stoomman, oor graad II- en/of graad III-werknemers en/of arbeiders in beheer is;
- „versendingsklerk”, 'n werknemer wat klerklike fabriekswerk verrig en wat in die eerste plek verantwoordelik is vir die verpakking en/of nasien van goedere vir vervoer of affewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van die goedere, die natel van die pakkette en die merk en adresseer daarvan;
- „versendingsklerk, gekwalifiseer”, 'n versendingsklerk met minstens vyf jaar ondervinding;
- „versendingsklerk, ongekwalifiseer”, 'n versendingsklerk met minder as vyf jaar ondervinding;
- „inrigting”, enige persele wat geregistreer moet word kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, en enige persele waarin goedere of materiale gebêre word vir vervaardiging of verpakking, en kantore wat regstreeks by fabrieksbeheer betrokke is, maar uitgesonderd persele (of gedeeltes van persele) wat as ander kantore of as verkoops- of verspreidingsdepots vir vervaardigde goedere gebruik word;
- „ondersoeker”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou of toesighouer, die werk ondersoek wat verrig word deur graad I, graad II- en graad III-werknemers en/of arbeiders vir foute of defekte in sodanige werk en wat verantwoordelik is vir die kwaliteit en juistheid van die verrigte werk en wat daardie werk kan verdeel en aantekening van sy of haar pligte kan hou;
- „ondersoeker, gekwalifiseer”, 'n ondersoeker met minstens 12 maande ondervinding;
- „ondersoeker, ongekwalifiseer”, 'n ondersoeker met minder as 12 maande ondervinding;
- „ondervinding” —

- (a) met betrekking tot 'n ondersoeker, afdelingsman, fabrieksklerk, versendingsklerk, ontvangsklerk of stoomman, die totale tydperk of tydperke wat 'n werknemer in die nywerheid onderskeidelik as 'n ondersoeker, afdelingsman, fabrieksklerk, versendingsklerk, ontvangsklerk of stoomman gewerk het;

- (b) in relation to a grade I employee, the total period or periods during which an employee has worked in the industry as a grade I employee;
- (c) in relation to a grade II employee, the total period or periods during which an employee has worked in the industry as a grade II employee;
- (d) in relation to a grade III employee, the total period or periods during which an employee has worked in the industry as a grade III employee;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) met betrekking tot 'n graad III-werknemer, die totale tydperk of tydperke wat 'n werknemer as graad III-werknemer in die nywerheid gewerk het;

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

"fabrieksklerk", 'n manlike of vroulike werknemer, nie elders gespesifiseer nie, wat skriftelik of met 'n tikmasjien in 'n inrigting bestelwerk verrig, nasien, berekenings doen, aantekeninge hou van werk wat klaargemaak en pinge wat nagekom is, en/of die daarby behorende briefwisseling voer, en wat kontant kan invorder en hanteer;

"fabrieksklerk, manlik, gekwalifiseer", 'n manlike fabrieksklerk met minstens vyf jaar ondervinding;

"fabrieksklerk, manlik, ongekwalifiseer", 'n manlike fabrieksklerk met minder as vyf jaar ondervinding;

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

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

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

"voorman" 'n manlike of vroulike werknemer wat in beheer is oor die werknemers in 'n inrigting of afdeling daarvan, wat toesig hou 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 in diens te neem of te ontslaan;

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

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

- (1) 'n Sigaretmasjien bedien;
- (2) 'n filterpropmasjien bedien;
- (3) 'n filtermondstukmasjien bedien;
- (4) 'n kragvalmes vir die sny van papier of bord bedien;
- (5) 'n kragblaarkondisioneermasjien bedien;
- (6) 'n rotasiekerf- en snymasjien bedien;
- (7) 'n tabakdroogmasjien (met inbegrip van 'n afkoelmassjien) bedien;
- (8) 'n vakuüm kondisioneerinstallasie bedien;
- (9) kwitanties en/of uitreikings van aksynseëls natel en aanteken;
- (10) kos kook;
- (11) weeg en voggehaltetoetse aanteken;
- (12) los sigarette weeg en die gewigte aanteken vir die nagaan van gespesifiseerde formuilegewigte;

"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 of in verband met die vervaardiging van sigarette of gekerfde tabak een of meer van die volgende werksaamhede verrig:—

- (1) 'n Outomatiese soldeermasjien bedien;
- (2) 'n masjien vir die slaan 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 doosdekselmassjien en/of 'n masjien vir die inmeekaarsit van die middelstuk en deksel bedien;
- (5) 'n skouerstuksnymasjien bedien;
- (6) 'n skouerstuksnymasjien bedien;
- (7) 'n doosplitsmasjien bedien;
- (8) 'n bekledingsmasjien bedien;
- (9) 'n sigaretverpakkingsmasjien bedien;
- (10) 'n aksynseëlstempelmasjien bedien;
- (11) 'n koppelsplitsmasjien (blik) bedien;
- (12) 'n hidrouliese tabakpers bedien;
- (13) 'n bladstroop- of ontstingelmasjien bedien;
- (14) 'n masjien vir die vervaardiging van skouerlose sigaret-dose bedien;
- (15) 'n kraghyser bedien;
- (16) 'n kragpapiersny- of kragbordsny- en heropwenmasjien bedien;
- (17) 'n kragsaag bedien;
- (18) 'n druk- en etiketteermasjien bedien;
- (19) 'n rooster- en droogmasjien bedien;
- (20) 'n afvalskoonmaakmasjien bedien;
- (21) 'n stempelmasjien (blikkies) bedien;
- (22) 'n synaaf- of dubbelaatmasjien (blikkies) bedien;
- (23) 'n bliksnymasjien (valmes) bedien;
- (24) 'n tabakkerfmasjien bedien;
- (25) 'n tabakverpakkingsmasjien bedien;
- (26) 'n masjien vir die omsit van deurskynende omhulsels bedien;

- (27) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (28) knife grinding;
- (29) making paste;
- (30) oiling and greasing machines and motor vehicles;
- (31) packing cigarettes into boxes or tins by hand;
- (32) seamstress;
- (33) soldering by hand;
- (34) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug making machines;
- (35) supervising the steaming of tobacco;

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

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

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

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

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

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

"labourer" 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;

- (27) help met en aantekening hou van ontvangs en/of uitreiking van materiaal en/of vervaardigde goedere;
- (28) messe slyp;
- (29) pasta maak;
- (30) masjiene en motorvoertuie olie en smeer;
- (31) sigarette met die hand in dose of blikkies verpak;
- (32) naaister;
- (33) met die hand soldeer;
- (34) sorteer, opvang en afneem van sigaretfiltermondstuk-en filterpropmasjiene;
- (35) toesig hou oor die stoom van tabak;

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

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

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

- (1) ’n Skouerplakmasjiene bedien;
- (2) ’n entmasjiene bedien;
- (3) ’n sigaretbreekmasjiene bedien;
- (4) ’n kode-datummasjiene bedien;
- (5) ’n hoeksnymasjiene bedien;
- (6) ’n hoekverstywermasjiene bedien;
- (7) ’n krimpmasjiene (blik) bedien;
- (8) ’n handvalmes vir die sny van papier en bord bedien;
- (9) ’n handpalstabakpers bedien;
- (10) ’n hulselhervoumasjiene bedien;
- (11) ’n masjiene vir die insit van lemme in deksels (blik) bedien;
- (12) ’n masjiene vir kepe vir lemme (blik) bedien;
- (13) ’n kragplakmasjiene bedien;
- (14) ’n masjiene vir die maak van rolle of middelstukke (blik) bedien;
- (15) ’n stingelrolmasjiene bedien;
- (16) ’n blikverhittingsmasjiene bedien;
- (17) aksynseels met die hand opplak;
- (18) geur-, bekledings- of kleurmateriaal met die hand in tabak insit;
- (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) fabrieksode;
- (24) voer aan, opvang, sorteer en afneem van masjiene in graad I wat nie elders gespesifiseer is nie en masjiene in graad II en III;
- (25) voer aan sigaretvervaardigings- en mondstukmonteer-masjiene;
- (26) skouerstukke met die hand in nuwe sigaretdosies insit;
- (27) sakke, pakkies of tabaksakke met die hand maak;
- (28) berei en insit van papierbekleding vir grootmaattabak-houers;
- (29) bladtabak met die hand in die regte verhouding vermeng;
- (30) foeliebundels sigarette met die hand in kartonhouers verpak;
- (31) houers wat vir die uitvoering van bestellings vir vervaardigde goedere gebruik word, verpak en/of sjabloner;
- (32) tabak met die hand in sakke, pakkies, tabaksakkies of blikkies tot en met 16 ons verpak;
- (33) berei en/of opdien van kos en/of drankie, maar nie kos kook nie;
- (34) beskadigde sigaretdosies met die hand herstel en inme-kaarsit (maar nie skoonmaak nie);
- (35) tabakblare met die hand ontstingel of afstroop;
- (36) verkreukelde tabakblare reguit lê;
- (37) blikkies toets nadat hulle gesoldeer is;
- (38) deurskynende omhulsels met die hand omsit;
- (39) bord vir skouerstukke in pype buig;
- (40) sigaretverpakkingsmasjiene dophou;
- (41) weeg en aantekening hou van gewigte—nie elders gespesifiseer nie;
- (42) verpakte sigarette of tabak met die hand in buiteverpakking indraai;

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

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

„arbeider,” ’n werknemer wat in of in verband met die vervaardiging van sigarette of gekerfde 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) tabakblare met die hand skoonmaak;
- (6) papier met die hand van rolle afsny;
- (7) tabak vogtig maak of in vlocestof indompel;
- (8) tuinmaak;
- (9) kaartjies en/of wie met die hand insit;
- (10) met die hand etiketter;
- (11) opstel en/of oopmaak van sigaretdosies of omhulsels vir verpakkingsmasjiene—met die 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;

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

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

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

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

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

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

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

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

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

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

"short-time" means a temporary reduction in the number of ordinary hours 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;

"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;

- (12) laai of aflaai;
- (13) goedere verskuif, 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 verpak in noodverpakking en daarbybehorende werksaamhede;
- (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 lee of gevulde middelstukke of blikkies plaas, met die hand;
- (22) blikkie, sakkie of pakkie op tregter plaas;
- (23) gaatjies 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 van mekaar skei en reguit lê;
- (29) sigaretkartjies sorteer;
- (30) afvalsigarette, sigaretpakkies, dosies of toedraai-materiaal sorteer;
- (31) sjabloneer—nie elders gespesifiseer nie;
- (32) roer van geur-, bekledings- of kleurmateriaal en/of bestanddele, maar nie meng nie;
- (33) tabakblare van vervoerband of tafel afneem en/of verpak;
- (34) tabak met die hand omdraai (droog);

"motorvoertuig", enige voertuig wat ontwerp of bedoel is vir voortbeweging deur krag, uitgesonderd mense- of dierekrag, en wat gebruik word vir die vervoer van persone in diens by 'n inrigting en/of goedere, uitgesonderd monsters en advertensiemateriaal van reisigers;

"motorvoertuigdrywer", 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordomskriving omvat "n motorvoertuig dryf" alle tydperke wat gedryf word en enige tyd wat deur die drywer bestee word aan ander werk in verband met die voertuig of vraag en alle tydperke waarin hy gereed moet wees om te dryf;

"n masjien bedien", die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aanskakel en stopsit van 'n masjien (maar met uitsluiting van enige ander lid van 'n masjienbemanning wat die masjien kan stopsit) en omvat die uitvoering van klein lopende verstellings aan 'n masjien en wat verantwoordelik is vir die dophou en nasien van die gehalte werk wat deur sodanige masjien verrig word;

"stukwerk", enige stelsel waarvolgens 'n werknemer se besoldiging berus op die hoeveelheid of opbrengs van gedane werk;

"ontvangklerk", 'n fabrieksklerk wat in die eerste plek verantwoordelik is vir die ontvang, nasien, aanteken en/of verspreiding van goedere of materiaal wat in 'n inrigting ontvang word;

"ontvangklerk, gekwalifiseer," 'n ontvangklerk met minstens vyf jaar ondervinding;

"ontvangklerk, ongekwalifiseer," 'n ontvangklerk met minder as vyf jaar ondervinding;

"afdelingsman", 'n werknemer, uitgesonderd 'n vakman, wat toesig hou oor een of meer masjiene en verantwoordelik is vir die doeltreffende werking van sodanige masjiene en wat klein verstel- en/of enige herstelwerk daaraan kan uitvoer wat nie van groot omvang is nie;

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

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

"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 veroorsaak is deur 'n ongeluk of ander onvoorziene noodgeval, voorraadopname of stopsetting van werksaamhede, wat toegestaan word op versoek van 'n meerderheid van die werknemers wat in 'n afdeling of onderafdeling daarvan werksaam is;

"stoorman", 'n werknemer wat klerklike pligte in 'n fabriek nakom en in algemene beheer van voorrade of afgewerkte produkte is, en wat hoofsaaklik verantwoordelik is vir die ontvang, bêre, verpakking of uitpak van goedere in 'n stoor of pakhuis en/of die aflewering van goedere uit 'n stoor of pakhuis aan die verbruiksafdelings in 'n inrigting, of vir versending;

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

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

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

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

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

4. REMUNERATION.

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

	Wage per Week.	C.O.L.A. per Week.	Total per Week.
	£ s. d.	£ s. d.	£ s. d.
Foreman.....	9 0 0	3 8 0	12 8 0
Assistant Foreman.....	6 10 0	3 1 0	9 11 0
Forewoman.....	6 0 0	2 16 6	8 16 6
Assistant Forewoman.....	5 0 0	2 8 0	7 8 0
Supervisor.....	5 0 0	2 8 0	7 8 0
Boiler Attendant.....	2 0 0	0 18 3	2 18 3
Commissionaire and/or Door- man (other than opening and closing doors only).....	4 1 0	2 4 0	6 5 0
Examiner, qualified.....	4 1 0	2 4 0	6 5 0
Examiner, unqualified:			
During first six months of experience.....	3 0 0	1 7 6	4 7 6
During second six months of experience.....	3 10 3	1 16 9	5 7 0
Sectionman, qualified.....	7 10 0	3 8 0	10 18 0
Sectionman, unqualified:			
During first year of expe- rience.....	4 0 0	2 0 0	6 0 0
During second year of experience.....	5 5 0	2 12 0	7 17 0
During third year of expe- rience.....	6 10 0	3 1 0	9 11 0
Factory clerical employee, male, despatch clerk, receiv- ing clerk and storeman, qualified.....	6 15 0	3 8 0	10 3 0
Factory clerical employee, male, despatch clerk, receiv- ing clerk and storeman, unqualified:			
During first year of experience.....	3 0 0	1 7 6	4 7 6
During second year of experience.....	3 15 0	1 16 9	5 11 9
During third year of experience.....	4 5 0	2 4 0	6 9 0
During fourth year of experience.....	5 0 0	2 8 0	7 8 0
During fifth year of experience.....	5 15 0	2 16 6	8 11 6
Factory clerical employee, female, qualified.....	4 10 0	2 4 0	6 14 0
Factory clerical employee, female, unqualified:			
During first year of expe- rience.....	2 10 0	1 2 3	3 12 3
During second year of experience.....	3 0 0	1 7 6	4 7 6
During third year of experience.....	3 10 0	1 13 3	5 3 3
During fourth year of experience.....	4 0 0	2 0 0	6 0 0
Motor vehicle driver, car, van or lorry.....	3 12 6	1 16 9	5 9 3
Handyman.....	3 4 0	1 10 6	4 14 6
Chargehand.....	2 17 0	1 7 6	4 4 6
Watchmen and Patrolmen....	1 19 0	0 18 3	2 17 3
Grade I employee, qualified...	3 15 0	1 16 9	5 11 9

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

„Tabaknywerheid” en „die nywerheid”, die nywerheid waarin werkgewer en werknemers in inrigtings geassosieer is vir die vervaardiging of verpakking van sigarettabak en/of sigarette en/of pyptabak, met inbegrip van al die werk-saamhede wat behoort by of die gevolg is van sodanige vervaardiging of verpakking, wat uitgeoefen word deur die werknemers van daardie werkgewers in of in verband met ’n inrigting;

„loon” of „basiese loon”, daardie gedeelte van die besoldiging, uitgesonderd lewenskostetoelae, wat ingevolge artikel 4 (1) of 4 (4) in kontant aan ’n werknemer ten opsigte van sy gewone werkure betaal moet word.

Woorde wat slegs die enkelvoud aandui, omvat die meervoud en omgekeerd; woorde wat slegs die manlike geslag aandui, omvat ook die vroulike geslag en omgekeerd, tensy die samehang anders aandui.

Woorde wat individuele persone aandui, omvat ook maatskappye en firmas, uitgesonderd waar die teenoorgestelde uitdruklik vermeld word.

4. BESOLDIGING.

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

	Loon per week.	L.k.t. per week.	Totaal per week.
	£ s. d.	£ s. d.	£ s. d.
Voorman.....	9 0 0	3 8 0	12 8 0
Assistent-voorman.....	6 10 0	3 1 0	9 11 0
Voorvrou.....	6 0 0	2 16 6	8 16 6
Assistent-voorvrou.....	5 0 0	2 8 0	7 8 0
Opsigter.....	5 0 0	2 8 0	7 8 0
Ketelbediener.....	2 0 0	0 18 3	2 18 3
Besteller en/of deurwag (uitge- sonderd vir oop- en toemaak van deure alleen).....	4 1 0	2 4 0	6 5 0
Ondersoeker, gekwalifiseer....	4 1 0	2 4 0	6 5 0
Ondersoeker, ongekwalifiseer:			
Gedurende eerste ses maande ondervinding.....	3 0 0	1 7 6	4 7 6
Gedurende tweede ses maande ondervinding....	3 10 3	1 16 9	5 7 0
Afdelingsman, gekwalifiseer....	7 10 0	3 8 0	10 18 0
Afdelingsman, ongekwalifiseer:			
Gedurende eerste jaar onder- vinding.....	4 0 0	2 0 0	6 0 0
Gedurende tweede jaar ondervinding.....	5 5 0	2 12 0	7 17 0
Gedurende derde jaar onder- vinding.....	6 10 0	3 1 0	9 11 0
Fabrieksklerk, manlik, versen- dingsklerk, ontvangkierk en stoorman, gekwalifiseer....	6 15 0	3 8 0	10 3 0
Fabrieksklerk, manlik, versen- dingsklerk, ontvangkierk en stoorman, ongekwalifiseer:			
Gedurende eerste jaar ondervinding.....	3 0 0	1 7 6	4 7 6
Gedurende tweede jaar ondervinding.....	3 15 0	1 16 9	5 11 9
Gedurende derde jaar ondervinding.....	4 5 0	2 4 0	6 9 0
Gedurende vierde jaar ondervinding.....	5 0 0	2 8 0	7 8 0
Gedurende vyfde jaar ondervinding.....	5 15 0	2 16 6	8 11 6
Fabrieksklerk, vroulik, gekwa- lifiseer.....	4 10 0	2 4 0	6 14 0
Fabrieksklerk, vroulik, onge- kwalifiseer:			
Gedurende eerste jaar ondervinding.....	2 10 0	1 2 3	3 12 3
Gedurende tweede jaar ondervinding.....	3 0 0	1 7 6	4 7 6
Gedurende derde jaar ondervinding.....	3 10 0	1 13 3	5 3 3
Gedurende vierde jaar ondervinding.....	4 0 0	2 0 0	6 0 0
Motorvoertuigdrywer, motor- kar, afleweringswa of vrag- motor.....	3 12 6	1 16 9	5 9 3
Handlanger.....	3 4 0	1 10 6	4 14 6
Onderbaas.....	2 17 0	1 7 6	4 4 6
Wag- en patrollieman.....	1 19 0	0 18 3	2 17 3
Graad I-werknemer, gekwali- fiseer.....	3 15 0	1 16 9	5 11 9

	Wage per Week.	C.O.L.A. per Week.	Total per Week.
	£ s. d.	£ s. d.	£ s. d.
Grade I employee, unqualified:			
During first six months of experience.....	1 15 0	0 16 9	2 11 9
During second six months of experience.....	2 3 0	1 0 9	3 3 9
During third six months of experience.....	2 12 6	1 4 9	3 17 3
During fourth six months of experience.....	3 2 6	1 10 6	4 13 0
Grade II employee, qualified	3 5 0	1 10 6	4 15 6
Grade II employee, unqualified:			
During first six months of experience.....	1 15 0	0 16 9	2 11 9
During second six months of experience.....	2 1 0	1 0 9	3 1 9
During third six months of experience.....	2 8 0	1 2 3	3 10 3
During fourth six months of experience.....	2 15 0	1 4 9	3 19 9
Grade III employee, qualified	2 14 0	1 4 9	3 18 9
Grade III employee, unqualified:			
During first six months of experience.....	1 15 0	0 16 9	2 11 9
During second six months of experience.....	1 19 0	0 18 3	2 17 3
During third six months of experience.....	2 3 6	1 0 9	3 4 3
During fourth six months of experience.....	2 8 0	1 2 3	3 10 3
Labourer.....	1 12 0	0 16 9	2 8 9
Employees not elsewhere specified.....	2 14 0	1 4 9	3 18 9

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

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

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

(4) *Reduction of Wage Rate not Permitted.*—Nothing in this agreement shall operate to reduce the wage rate of an employee who, at any time prior or subsequent to the date of this Agreement coming 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—

- "labourer" for any period to perform 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 labourer, if such higher wage be in respect of a class of employee—
 - for which a rising scale of wages is prescribed an addition of 20 per cent of the labourer's wage plus the relative cost of living allowance;
 - for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate plus the relative cost of living allowance, in respect of the whole day on which he performs such work;
- an employee other than a labourer 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, he shall pay to such employee, if such higher wage be in respect of a class of employee—
 - for which a rising scale of wages is prescribed, an addition of 20 per cent of the wage of the lower class plus the relative cost of living allowance;
 - for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate plus the relative cost of living allowance;

	Loon per week.	L.k.r. per week.	Totaal per week.
	£ s. d.	£ s. d.	£ s. d.
Graad I-werknemer, ongekwali- fiseer:			
Gedurende eerste ses maande ondervinding...	1 15 0	0 16 9	2 11 9
Gedurende tweede ses maande ondervinding...	2 3 0	1 0 9	3 3 9
Gedurende derde ses maande ondervinding...	2 12 6	1 4 9	3 17 3
Gedurende vierde ses maande ondervinding...	3 2 6	1 10 6	4 13 0
Graad II-werknemer, gekwalifiseer.....	3 5 0	1 10 6	4 15 6
Graad II-werknemer, ongekwali- fiseer:			
Gedurende eerste ses maande ondervinding...	1 15 0	0 16 9	2 11 9
Gedurende tweede ses maande ondervinding...	2 1 0	1 0 9	3 1 9
Gedurende derde ses maande ondervinding...	2 8 0	1 2 3	3 10 3
Gedurende vierde ses maande ondervinding...	2 15 0	1 4 9	3 19 9
Graad III-werknemer, gekwalifiseer.....	2 14 0	1 4 9	3 18 9
Graad III-werknemer, ongekwali- fiseer:			
Gedurende eerste ses maande ondervinding...	1 15 0	0 16 9	2 11 9
Gedurende tweede ses maande ondervinding...	1 19 0	0 18 3	2 17 3
Gedurende derde ses maande ondervinding...	2 3 6	1 0 9	3 4 3
Gedurende vierde ses maande ondervinding...	2 8 0	1 2 3	3 10 3
Arbeider.....	1 12 0	0 16 9	2 8 9
Werknemer nie elders gespesifiseer nie.....	2 14 0	1 4 9	3 18 9

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

- Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van 'n kalenderjaar vir verhoging kwalifiseer, moet die verhogings betaal word op die 15de Februarie wat binne daardie tydperk val, en sodanige verhogings is van toepassing op die hele betaalweek waarin die 15de Februarie val.
- Op dieselfde manier moet verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September, en 1 Oktober tot 31 Desember van 'n kalenderjaar verskuldig word, aan die werknemers betaal word op die 15de Mei, 15de Augustus en 15de November wat binne die betrokke 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 loonskaal nie toegelaat nie.*—Niks in hierdie Ooreenkoms mag die loonskaal verlaag van 'n werknemer wat te eniger tyd voor of na die inwerkingtreding van hierdie Ooreenkoms lone betaal is, of kan word, teen 'n hoër skaal as die minimum wat in hierdie artikel voorgeskryf word nie, en daardie werknemer is verder geregtig op lone teen minstens die hoër skaal, asof die hoër skaal die minimum ten opsigte van dié werknemer is; met dien verstande dat sodanige werknemer by dieselfde werk-gewer in diens bly, of weer deur hom in diens geneem word.

(5) *Differensiële loonskaal.*—'n Werkgewer wat—

- 'n „arbeider" verplig of toelaat om werk te doen van 'n ander klas waarvoor 'n hoër loon, of 'n stygende loonskaal met 'n hoër gekwalifiseerde loon, in subklousule (1) van hierdie klousule voorgeskryf word, moet die arbeider, indien die hoër loon ten opsigte van 'n werknemersklas is—
 - waarvoor 'n stygende loonskaal voorgeskryf word, 20 persent van die loon van die arbeider, plus die betrokke lewenskostoelae;
 - waarvoor geen stygende loonskaal voorgeskryf word nie, die lone bereken teen sodanige hoër skaal, plus die betrokke lewenskostoelae;
- 'n werknemer, uitgesonderd 'n arbeider, verplig of toelaat om langer as 'n uur per dag altesaam werk van 'n ander klas te verrig waarvoor 'n hoër loon of 'n stygende loonskaal met 'n hoër gekwalifiseerde loon in subartikel (1) van hierdie klousule voorgeskryf word, moet die werknemer indien die hoër loon ten opsigte van 'n werknemersklas is—
 - waarvoor 'n stygende loonskaal voorgeskryf is, 'n bykomende 20 persent van die loon van die laer klas, plus die betrokke lewenskostoelae betaal;
 - waarvoor 'n stygende loonskaal nie voorgeskryf is nie, die hoër loon, plus die betrokke lewenskostoelae betaal;

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

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

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

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

Hierdie subartikel is ook nie van toepassing op 'n assistent-voorman of 'n assistent-voorgewoon wanneer hulle vir 'n voorman of voorgewoon waarnaem nie, tensy hy/sy te eniger tyd vir 'n ononderbroke tydperk van minstens drie weke waarnaem, in welke geval dit op die tydperk by sodanige drie weke van toepassing is.

(6) *Kontrakkasie.*—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens soos bepaal in sub-artikel (5) van hierdie artikel en in subartikel (7) van artikel (5), moet 'n werknemer ten opsigte van enige week minstens die volle weekloon, in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas voorgeskryf, betaal word, hetsy 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 soos 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 4½ vermenigvuldig word.

(b) *Berekening van weekloon.*—Vir die berekening van die weekloon van 'n werknemer wat by die maand betaal word, 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.

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

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

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens soos bepaal in artikel 7 (2), moet enige bedrag, wat aan 'n werknemer verskuldig is, weekliks, of wanneer die werkgewer en werknemer skriftelik daarvoor ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, en dit moet in 'n geslote koevert wees met, op die buitekant, die werkgewer en die werknemer se name, die werknemer se fabrieksnummer, werk, klassifikasie en loonskaal, die getal gewone ure en oortydure gewerk; die lone wat ten opsigte van elkeen betaal is, die bedrag van die bonus, aanpassing, lewenskostoelae of ander betaling wat gedoen word, die totale besoldiging wat betaal word, die sluitingsdatum van die tydperk waarvoor betaal word en die bedrag afgetrek vir vakverenigingsgelde, bydraes soos voorgeskryf kragtens die Werkloosheidsverzekeringwet, No. 53 van 1946, en bydraes aan pensioen-, voorsorgs- en bystandfondse; met dien verstande dat wanneer 'n ooreenkoms vir 'n langer opseggingstyd 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 dié dag betaal word, moet wees vir werk wat tot en met die voorafgaande Woensdag verrig is.

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

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

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

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

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

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

(b) Behoudens soos voorgeskryf in artikel 8, wanneer sy werknemer van sy werk wegbly of weens '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 werkgewer kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek.

(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 plus the relative cost of living allowance; provided that such deductions shall not exceed six forty-fourths of the weekly wage of such employee plus the relative cost of living allowance, irrespective of the number of hours by which the ordinary hours of work are reduced; and provided that no deduction shall be made—

- (i) in the case of short-time arising out of temporary slackness of trade or shortage of materials or stock-taking, unless the employer has given his employee not less than 24 hours notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short-time arising out of a general breakdown of 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 13.

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) twelve 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 employee shall not require or permit his employee to work for more than 5 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 one hour shall be deemed to be ordinary hours of work;

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

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

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

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

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

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

(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.

(d) Wanneer die gewone werkure, voorgeskryf in artikel 6 (1), verminder word weens korttyd, 'n aftrekking van 1/44ste van die weekloon voorgeskryf in klousule 4 (1) of (4) ten opsigte van elke uur van die vermindering; met dien verstande dat sodanige aftrekking nie meer as 6/44stes van die weekloon van sodanige 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 uit 'n tydelike slaepte in die bedryf, tekort aan grondstowwe, of voorraad-opname, 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 onklaaraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie.

(e) As beskermende kleren 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 13.

6. WERKURE, GEWONE TYD EN OORTYD EN BETALING 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 per week van Donderdag tot en met Woensdag;
- (ii) nege per dag;
- (iii) moet 'n week slegs vyf dae tel; behoudens soos voorgeskryf in subartikel (10) (c) van hierdie artikel moet nie op Saterdag gewerk word nie;

(b) in die geval van 'n wag—

- (i) 48 per week van Donderdag tot en met Woensdag;
- (ii) 12 per skof;
- (iii) kan 'n week uit ses skofte bestaan.

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

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

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

(a) as daardie onderbreking langer as 'n uur duur, alle tyd bo een uur as gewone werkure beskou moet word;

(b) tydperke werk wat deur 'n tussenpoos van minder as een uur onderbreek word, as ononderbroke beskou moet word.

(5) *Ruspouses.*—'n Werkgewer moet aan elk 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 werktyd op 'n dag;

(b) die middel van elke tweede werktyd op 'n dag as dié pouse langer as drie uur duur;

waarin die werknemer nie verplig of toegelaat kan word om te werk nie, en so 'n pouse moet as deel van die gewone werkure beskou word.

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

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

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

- (i) hy nie vry is om die persele van sy werkgewer vir die hele sodanige pouse te verlaat nie; of
- (ii) die duur van so 'n pouse nie in die aantekenings 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 die werknemer nie gewerk het nie en vry was om die persele te verlaat gedurende enige gedeelte van 'n tydperk, in paragraaf (b) genoem, die veronderstelling waarvoor in hierdie subartikel voorsiening gemaak word, nie ten opsigte van die betrokke werknemer ten opsigte van dié gedeelte van die tydperk van toepassing is nie.

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Vir die toepassing van subartikel (1) van hierdie artikel moet, wanneer van 'n werknemer vereis word om op 'n openbare vakansiedag, genoem in klousule 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 dié doel is Maandag gelykstaande met Sondag) en wanneer 'n openbare vakansiedag op Saterdag val, hoogstens 5 uur.

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

(10) *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 a 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 rate in respect of all overtime worked by such employee, such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.

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

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

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

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, eleven consecutive working days on full pay; provided that the said eleven days Christmas Day, Boxing Day and New Year's Day shall 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 8 hours basic wage in respect of each completed month of employment. An employer may require such employee to take additional leave without pay up to a total period not exceeding eleven 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.

Provided that the relative cost of living allowance be added to all payments made in terms of this sub-section.

(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 working 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 month of such period of less than one calendar year not less than 8 hours basic wage plus the relative cost of living allowance based on the weekly wage which he was receiving immediately before the date of such termination; provided that the provisions of this sub-clause shall not apply to a termination of employment in terms of sub-section (4) of clause 18, provided further that should the employee not exercise the right to resume employment within the 14 weeks in terms of section 18 (4) she shall be entitled to pro rata annual leave pay, in terms of this sub-section up to the date of her termination of employment.

(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 work for the nearest twelve weeks on full time prior to his holiday leave plus the relative cost of living allowance.

(10) *Beperking van oortyd.*—'n Werkgewer kan nie 'n werknemer 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, of
- (ii) meer as 10 uur in 'n week;

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

- (i) meer as twee uur op enige 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 per dag nie, tensy hy haar—

- (1) voor '12-uur middag daarvan in kennis gestel het; of
- (2) van 'n voldoende maaltyd voorsien het voordat sy met oortydwerk moet begin; of
- (3) betyds 'n toelae van 1s. 6d. betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin;

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

(11) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat by hom in diens is, teen minstens 1½ sy gewone skaal betaal ten opsigte van al die oortyd wat deur dié werknemer gewerk word, en daardie oortyd is die totaal van al die tydperke van oortyd wat gedurende 'n week gewerk is; oorblywende breuke van 'n uur moet as 'n uur gereken word.

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

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

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

7. JAARLIKSE VERLOF.

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

(a) In die geval van 'n werknemer wat by hom in diens was sedert die 15de Januarie van die kalenderjaar waarop die verlof betrekking het, 11 agtereenvolgende werkdade met volle besoldiging; met dien verstande dat genoemde 11 dae, Kersdag, Tweede Kersdag en Nuwejaarsdag een aaneenlopende tydperk van verlof vorm.

(b) In die geval van 'n werknemer wat na die 15de Januarie van die kalenderjaar waarop sodanige verlof betrekking het, in diens kom, agt uur basiese loon ten opsigte van elke volle maand diens. 'n Werkgewer kan van sodanige werknemer vereis om 'n totale tydperk tot hoogstens 11 agtereenvolgende werkdade bykomende verlof sonder besoldiging te neem gedurende die tydperk van verlof wat in subartikel (a) hiervan voorgeskryf word.

(c) Ondanks 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 onmiddellik daarna wat vir die doeltreffende werking van sy besigheid nodig kan wees.

(d) 'n Werknemer wat by die maand betaal word, kan verplig of toegelaat word, om sy jaarlikse verlof met volle besoldiging soos voorgeskryf in subartikels (a) of (b), op 'n ander tyd te neem, maar sodat dit nie later as twee maande na die voltooiing van elke diensjaar waarop dit betrekking het, begin nie;

met dien verstande dat die betrokke lewenskostoelae gevoeg word by alle betalings wat ingevolge hierdie subartikel gedoen word.

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

(3) 'n Werknemer wie se dienskontrak eindig voordat die verloftydperk, genoem in subartikel (1), verskuldig geword het, moet by sodanige diensbeëindiging vir elke volle maand van daardie tydperk van minder as een kalenderjaar minstens agt uur se basiese loon betaal word, plus die betrokke lewenskostoelae gebaseer op die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging; met dien verstande dat die bepaling van hierdie subklousule nie van toepassing is op 'n diensbeëindiging ingevolge subartikel (4) van artikel 18 nie; voorts met dien verstande dat indien die werknemer nie die reg uitoefen om werk binne die 14 weke kragtens artikel 18 (4) te hervat nie, sy op jaarlikse pro rata verlofbesoldiging ingevolge die bepaling van hierdie subartikel tot die datum van haar diensbeëindiging geregtig is.

(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 tot die naaste 12 weke op volle tyd voor sy vakansieverlof, plus die betrokke lewenskostoelae.

(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—

- absent on leave in terms of sub-section (1);
- required to undergo training under the South Africa Defence Act, 1912;
- absent from work on the instructions of or at the request of his employer;
- absent for a period not exceeding fourteen weeks due to illness, accident or confinement in terms of section 23 of the Factories Act; provided that such period or periods of absence is supported by a certificate from a registered medical practitioner in proof of incapacitation for work which incapacitation shall not be due to misconduct or wilful negligence of the person concerned; further provided that such period of fourteen weeks shall only apply to such persons who are in the employ of the same employer when annual leave payments are made when an establishment closes for annual leave;

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

8. SICK LEAVE.

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

- 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;
- 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 and shall pay one-fifth of the weekly wage prescribed in section 4 (1) or 4 (4) plus the relative cost of living allowance to an employee on New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, 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—

- 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 one-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;
- 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—

- 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;

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

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

- met verlof kragtens subartikel (1) afwesig is;
- verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
- op las of op versoek van sy werkgever van sy werk afwesig is;
- vir 'n tydperk van hoogstens 14 weke vanweë siekte, 'n ongeluk of bevalling afwesig is kragtens artikel 23 van die Wet op Fabriekke; met dien verstande dat sodanige tydperk of tydperke van afwesigheid gestaaft word deur 'n sertifikaat van 'n geregistreerde mediese praktisyn as bewys van ongeskiktheid vir werk, welke ongeskiktheid nie aan wangedrag of moedswillige nalatigheid van die betrokke persoon toegeskryf word nie; voorts met dien verstande dat daardie tydperk van 14 weke slegs van toepassing is op sodanige persone as wat in diens van dieselfde werkgever is wanneer jaarlikse verlofbetalings geskied as 'n inrigting vir jaarlikse verlof sluit;

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

- Weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, altesaam 88 werkure siekteverlof in 'n kalenderjaar diens by hom, en moet hom op of voor die tweede betaaldag na sy terugkeer na die werk ten opsigte van elke uur daarvan minstens 1/44ste van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, betaal; met dien verstande dat die werkgever kan eis dat 'n getekende sertifikaat van 'n geregistreerde mediese praktisyn voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word;
- weens 'n ongeluk waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is, 'n bedrag wat gelyk is aan die verskil tussen die skadeloosstelling wat vir loon wat verloor is, betaal word, en die werklike bedrag aan loon wat verloor is; met dien verstande dat dié bedrag nie meer as die bedrag vir siekteverlof wat kragtens subartikel (a) van hierdie artikel aan daardie werknemer verskuldig is, kan wees nie, en dat dit van sodanige siektebetaling afgetrek kan word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgever moet aan 'n werknemer verlof toestaan en hom een-vyfde betaal van die weekloon wat in artikel 4 (1) of 4 (4) voorgeskryf word, plus die betrokke lewenskostetoelae, op Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Uniedag, Koninginsverjaardag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

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

- 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. 9 uur; met dien verstande dat 'n werkgever 'n werknemer wat op Sondag werk 1½ maal die weekloon soos voorgeskryf in artikel 4 (1) of 4 (4) vir 'n werknemer van sy klas, gedeel deur 44, kan betaal vir elke uur of gedeelte van 'n uur aldus gewerk, en hom binne sewe dae na die Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon voorgeskryf in artikel 4 (1) of 4 (4) vir 'n werknemer van sy klas, gedeel deur vyf, betaal;
- ten opsigte van 'n openbare vakansiedag, benewens die loon wat aan hom verskuldig is kragtens subartikel (1) hiervan, sy gewone loon betaal word ten opsigte van die tyd gewerk terwyl elke gedeelte van 'n uur as 'n volle uur gereken word.

10. GETALLEVERHOUDING.

Geen werkgever mag—

- 'n ongekwalifiseerde fabrieksklerk, versendingsklerk, ontvangkierk, stoorman, graad I-werknemer en graad II-werknemer in diens hê nie, tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerk, versendingsklerk, ontvangkierk, stoorman, graad I-werknemer en graad II-werknemer in diens het en vir elke gekwalifiseerde fabrieksklerk, versendingsklerk, ontvangkierk, stoorman, graad I-werknemer en graad II-werknemer kan hy hoogstens een ongekwalifiseerde fabrieksklerk, versendingsklerk, ontvangkierk, stoorman, graad I-werknemer en graad II-werknemer in diens hê;

(b) more than two unqualified grade III employees, unless he employs three qualified grade III employees and for each three qualified grade III employees, not more than two unqualified grade III 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 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, and further provided that for the purpose of ratio, factory clerical employees, male, despatch clerks, receiving clerks and storemen shall be deemed to be one class of 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 rates 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. LOG BOOK.

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

DAILY LOG.

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

Signature of Driver.

(2) Every driver upon being provided with the log-book referred to in sub-section (1) shall complete the log-book 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.

13. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

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

14. 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.

(b) meer as twee ongekwalifiseerde graad III-werknemers in sy diens hê nie, tensy hy drie gekwalifiseerde graad III-werknemers in diens het, en vir elke drie gekwalifiseerde graad III-werknemers kan hy hoogstens twee ongekwalifiseerde graad III-werknemers in diens hê;

met dien verstande dat 'n ongekwalifiseerde werknemer, in enige van die klasse genoem, wat minstens die loon verdien vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf, vir die toepassing van hierdie artikel as 'n gekwalifiseerde werknemer gereken kan word; en met dien verstande verder dat fabrieksklerke, manlike versendingsklerke, ontvangklerke en stoormanne vir verhoudingsdoeleindes as een klas werknemer beskou word.

11. STUKWERK.

(1) 'n Werknemer wat stukwerk verrig, moet die volle bedrag wat hy ooreenkomstig die stukwerkloone verdien het, betaal word, behoudens subartikels (2), (3) en (4) van hierdie artikel; met dien verstande dat afgesien van die hoeveelheid stukwerk verrig, die werknemer ten opsigte van die tydperk minstens die loon betaal moet word wat aan hom betaalbaar sou gewees het as hy gedurende die tydperk as 'n tydwerker gewerk het.

(2) 'n Werkgewer kan nie stukwerk in sy inrigting invoer nie, tensy hy sy werknemers minstens twee weke tevore kennis gee van sy voorneme om dit in te voer.

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

(4) 'n Werkgewer moet op 'n opvallende plek in sy inrigting die tarief van die stukwerkstelsel wat in subartikel (1) voorgeskryf word, vertoon hou en hy kan die skale nie verander nie, tensy hy sy werknemers minstens twee weke tevore van die voorgestelde verandering in kennis gestel het.

12. LOGBOEK.

(1) Elke werkgewer moet 'n logboek met duplikaatblaaie vir gebruik deur elke motorvoertuigdrywer verskaf, so na as moontlik in onderstaande vorm:—

DAAGLIKSE LOG.

Naam van werkgewer	_____
Naam van drywer	_____
Begintyd van werk	_____ vm./nm.
Ophoutyd van werk	_____ vm./nm.
Getal gewone ure gewerk	_____
Getal oortydure gewerk	_____
Etensuur van	_____ vm./nm. _____ vm./nm.
Onklaarrakings, ongevalle en/of ander vertragsings	_____

Handtekening van drywer.

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

(3) Elke werkgewer moet 'n volledige afskrif van die daaglikse log drie jaar lank na die datum van sy voltooiing bewaar.

13. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

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

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

14. DRANKE.

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

15. 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.

16. 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.

17. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS.

(1) Every employer shall within seven days of engagement issue to his employee, other than a casual employee, an engagement form as per Annexure A to this Agreement, and upon termination of employment a Certificate of Service as per Annexure B to this Agreement shall be issued to each employee.

(2) An employer may in his discretion require a new employee to complete and sign a Statement of Experience as per Annexure C to this Agreement.

18. 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 the 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.

(4) For the purpose of this section, an employee who is absent in terms of section 23 of the Factories, Machinery and Building Work Act shall have her services terminated; provided that such employee shall, during any period not exceeding 14 weeks from the date of such termination, be re-engaged at her request.

19. 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 not more than £26 per month but excluding certificated nursing sisters on surgery staff and factory management staff.

20. EXHIBITION OF AGREEMENT.

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

C. W. MORGAN,

The United Tobacco Companies (South) Limited.

C. DU PREEZ,

General Secretary,

National Union of Cigarette and Tobacco Workers.

G. JACKSON,

Chairman.

31st August, 1955.

15. VERBOD OP INDIENSNEMING VAN PERSOON ONDER 15 JAAR.

'n Werkgever kan nie 'n persoon onder die ouderdom van 15 jaar in diens hê nie.

16. ORGANISEER VAN WERKNEMERS.

'n Werkgever moet enige beambte van die vakvereniging wat behoorlik deur die vakvereniging gemagtig is, toelaat om van tyd tot tyd 'n onderafdeling van sy inrigting, soos deur die werkgever aangewys, gedurende die middag-tensuur te besoek om vakverenigingsbelange te behartig, mits minstens 24 uur kennis gegee word aan die werkgever van die voorneme om die voorgeskrewe onderafdeling van die inrigting te besoek; en voorts met dien verstande dat 'n verteenwoordiger van die werkgever aanwesig kan wees.

17. DIENSSERTIFIKATE EN INDIENSNEMINGSVORMS.

(1) Elke werkgever moet binne 7 dae na indiensneming aan 'n werknemer, uitgesonderd 'n los werknemer, 'n indiensnemingsvorm uitreik soos in Aanhangsel A hiervan voorgeskryf, en by diensbeëindiging aan alle werknemers 'n dienssertifikaat soos in Aanhangsel B hiervan voorgeskryf.

(2) 'n Werkgever kan, na goeddunke, van 'n nuwe werknemer vereis om 'n Verklaring van Ondervinding, soos in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, in te vul en te onderteken.

18. BEËINDIGING VAN DIENSKONTRAK.

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

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

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

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

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir 'n tydperk van diensopsegging van gelyke duur vir albei die partye en vir minstens een week;

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

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

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

(4) Vir die toepassing van hierdie artikel word die dienste beëindig van 'n werknemer wat kragtens artikel 23 van die Wet op Fabriek, Masjinerie en Bouwerk afwesig is; met dien verstande dat sodanige werknemer gedurende enige tydperk van hoogstens 14 weke van die datum van daardie diensbeëindiging af op haar versoek opnuut aangestel kan word.

19. VOORBEHOUD.

Uitgesonderd vir verhoudingsdoeleindes is hierdie Ooreenkoms slegs van toepassing op manlike werknemers wat 'n basiese loon van hoogstens £39 per maand en vroulike werknemers wat 'n basiese loon van hoogstens £26 per maand verdien, maar met uitsondering van gesertifiseerde verpleegsters op die gesondheidspersoneel, en die fabrieksbestuurpersoneel.

20. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in sy inrigting vertoon hou op 'n plek wat maklik vir sy werknemers toeganklik is.

C. W. MORGAN,

The United Tobacco Companies (South) Limited.

C. DU PREEZ,

Algemene Sekretaris,

National Union of Cigarette and Tobacco Workers.

G. JACKSON,

Voorsitter.

31 Augustus 1955.

Ref. No. _____

ANNEXURE A.

THE CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

ENGAGEMENT FORM.

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

NOTE.—This form must be completed in duplicate within seven days of
 engaging an applicant for work and one copy handed to the
 employee.

Ref. No. _____

ANNEXURE B.

THE CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

CERTIFICATE OF SERVICE.

Employee's full name _____
 Formerly known as _____
 Employee's home address _____
 Clock card No. _____ Sex _____ Grade _____
 Last occupation _____ Since _____
 *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 _____
 Total period covered by this certificate _____ years _____ months.
 Date of leaving service _____
 Name of factory _____
 Date of issue _____

Employer's signature. _____

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

NOTE.—This form must be completed in duplicate and one copy
 handed to the employee.

Ref. No. _____

ANNEXURE C.

THE CIGARETTE AND TOBACCO MANUFACTURING
INDUSTRY, BLOEMFONTEIN.

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.

I, Mr./Mrs./Miss (surname) _____
 Christian names _____
 Formerly known as _____
 of (house address) _____
 hereby state that I am _____ years of age and have had the
 following experience in the cigarette and tobacco manufacturing
 industry:—

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

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

Date _____

Employee's signature. _____

Witnessed by _____

This statement is retained by the employer.

Verwysingsno. _____

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-
NYWERHEID, BLOEMFONTEIN.

INDIENSNEMINGSVORM.

Naam (voluit) _____
 Vroeër bekend as _____
 Adres _____
 Geslag _____
 Geboortedatum _____
 Datum van diensaanvaarding _____
 Werk _____
 Graad _____
 Loon _____ per week, plus _____ lkt.
 Klokkaartno. _____
 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. _____

L.W.—Hierdie vorm moet binne sewe dae na die indiensneming van
 'n applikant in tweevoud ingevul en een kopie aan die werk-
 nemer oorhandig word.

Verwysingsno. _____

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-
NYWERHEID, BLOEMFONTEIN.

DIENSSERTIFIKAAT.

Werknemer se naam voluit _____
 Vroeër bekend as _____
 Werknemer se huisadres _____
 Klokkaartno. _____ Geslag _____
 Graad _____
 Jongste werk _____
 Sedert (datum) _____
 *Loon ontvang op datum van uitdienstreding: £ _____
 per week/maand _____ plus lkt. per week/maand.
 Datum van jongste verhoging _____
 Datum van indienstreding _____
 Totale tydperk wat deur hierdie sertifikaat gedek word _____ jaar
 maande.
 Datum van uitdienstreding _____
 Naam van fabriek _____
 Datum van uitreiking _____

Werkgewer se handtekening. _____

* In die geval van stukwerkers, vermeld asb. tyd, skaal, minimum
 loon per week.

L.W.—Hierdie vorm moet in tweevoud ingevul en een kopie aan
 die werknemer oorhandig word.

Verwysingsno. _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE SIGARET- EN TABAK-
NYWERHEID, BLOEMFONTEIN.

VERKLARING VAN ONDERVINDING.

L.W.—Hierdie verklaring moet korrek ingevul word. Elke persoon
 wat bewus 'n valse verklaring aflê of laat aflê, is skuldig aan
 'n oortreding.

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

Naam van fabriek.	Tydperk van diens.		Bedryf.	Loon.	
	Van	Tot.		By indienstreding.	By vertrek.

Hierby verklaar ek dat bostaande verklaring ná my beste wete
 waar en korrek is.

Datum _____

Werknemer se handtekening. _____

Getuie _____

Hierdie verklaring moet deur die werkgewer gehou word.

* No. 2388.]

[2 December 1955.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

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

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 Cigarette and Tobacco Manufacturing Industry, Bloemfontein, published under Government Notice No. 2387 of the 2nd December, 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.

* No. 2388.]

[2 Desember 1955.]

**WET OP FABRIEKE, MASJINERIE EN BOU-
WERK, 1941.**

**SIGARET- EN TABAKNYWERHEID,
BLOEMFONTEIN.**

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 bepalings van die Ooreenkoms en kennisgewing in verband met die Sigaret- en Tabaknywerheid, Bloemfontein, gepubliseer by Goewermentskennisgewing No. 2387 van 2 Desember 1955, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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