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GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 676.] [10 May 1957.
INDUSTRIAL CONCILIATION ACT, 1956.

TOBACCO MANUFACTURING INDUSTRY.

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

- (a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Manufacturing Industry, shall be binding from the second Monday after publication of this notice and for the period ending 31st January, 1960, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive) and clauses 15 and 16 of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending 31st January, 1960, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry, in the Magisterial Districts of Oudtshoorn, Calitzdorp and Prince Albert; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Oudtshoorn, Calitzdorp and Prince Albert, and from the second Monday after publication of this notice and for the period ending 31st January, 1960, the provisions contained in clauses 3 to 13 (inclusive) and clauses 15 and 16 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermenskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID

No. 676.] [10 Mei 1957.
WET OP NYWERHEIDSVERSOENING, 1956.

TABAKNYWERHEID.

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

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Tabaknywerheid betrekking het, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1960 eindig, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en klousules 15 en 16 van genoemde Ooreenkoms, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1960 eindig, bindend is vir alle ander werkgewers en werknemers as die vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by of in genoemde Nywerheid in die magistraatsdistrikte Oudtshoorn, Calitzdorp en Prins Albert; en
- (c) kragtens paragraaf (a), subartikel (3), soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en klousules 15 en 16 van genoemde Ooreenkoms, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1960 eindig, in die magistraatsdistrikte Oudtshoorn, Calitzdorp en Prins Albert *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

J. DE KLERK,
Minister van Arbeid.

INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE TOBACCO MANUFACTURING INDUSTRY, OUDTSHOORN, CALITZDORP AND PRINCE ALBERT.

AGREEMENT.

In accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between—

Bekker Broers,
Gillis Bros. (Pty.), Ltd.,
Jacob Green & Sons,
M. Kaplan & Co. (Pty.), Ltd.,
Karoo Tobacco Company,
A. Lichtenstein & Co.,
A. Locketz & Son,
A. L. Matthews,
Oudtshoorn Tobacco Co.,
J. P. Nel,
L. Nel & Seun,
Schoeman Broers (Edms.), Bpk.,
H. S. Spies & Broers (Edms.), Bpk.,
A. J. Steyl,
Union Tobacco Co.,
Union Wine and Spirit Corporation, Ltd.

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

The National Union of Cigarette and Tobacco Workers,
Oudtshoorn Branch

(hereinafter referred to as the "employees" or the "Trade Union") of the other part,
being parties to the Conciliation Board for the Tobacco Industry in Oudtshoorn, Calitzdorp and Prince Albert, appointed by the Minister of Labour.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Oudtshoorn, Calitzdorp and Prince Albert by the employers who and the Trade Union which are parties to this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in operation until 31st January, 1960, or for such period as the Minister may determine.

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1956;
- "assistant foreman" means a male employee who assists a foreman in the performance of his duties and who may act for him during his absence;
- "boiler attendant" means an employee engaged in firing a boiler and maintaining the water level and steam pressure;
- "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- "clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a despatch clerk and storeman;
- "clerical employee, qualified," means a clerical employee who has had not less than four years' experience;
- "clerical employee, unqualified," means a clerical employee who has had less than four years' experience;
- "establishment" means any premises registrable under the Factories, Machinery and Building Work Act, 1941, as amended from time to time, and any premises in which goods or materials are stored for the purpose of manufacture or packing and offices concerned directly with factory control;
- "examiner" means an employee who, under the supervision of a foreman or assistant foreman, examines the work performed by other employees, for faults and defects in such work and who is responsible for the quality and accuracy of the work performed, and who may distribute such work;
- "examiner, qualified," means an examiner who has had not less than twelve months' experience;
- "examiner, unqualified," means an examiner who has had less than twelve months' experience;
- "experience" means—

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

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAAD OOREENKOMS VIR DIE TABAK-NYWERHEID, OUDTSHOORN, CALITZDORP EN PRINS ALBERT.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, aangegaan en gesluit tussen—

M. Kaplan & Co. (Pty.), Ltd.,
Karoo Tobacco Company,
Gillis Bros. (Pty.), Ltd.,
A. L. Matthews,
Schoeman Bros. (Pty.), Ltd.,
J. Green & Sons,
Oudtshoorn Tobacco Co.,
Lichtenstein & Co.,
A. Locketz & Son,
H. S. Spies & Bros. (Pty.), Ltd.,
Union Tobacco Co.,
Union Wine and Spirit Corporation,
Bekker Broers,
J. P. Nel,
L. Nel & Seun,
A. J. Steyl,

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

(hieronder die „werknemers" of die „vakvereniging" genoem), aan die ander kant,
wat partye is by die Versoeningsraad vir die Tabaknywerheid, in Oudtshoorn, Calitzdorp en Prins Albert, aangestel deur die Minister van Arbeid.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasgestel is, en bly in werking tot 31 Januarie 1960 of vir sodanige tydperk as wat die Minister kan vasstel.

3. WOORDOMSKRYWINGS.

Tensy dit strydig met die samehang is, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Wet op Nywerheidsversoening, 1956, omskryf is, dieselfde betekenis as in daardie Wet, en voorts beteken—

- „Wet", die Wet op Nywerheidsversoening, 1956.
- „assistent-voorman", 'n manlike werknemer wat die voorman in die verrigting van sy werk behulpsaam is, en wat gedurende sy afwesigheid vir hom kan waarneem;
- „ketelbediener", 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk op peil hou;
- „los werknemer", 'n werknemer wat hoogstens drie dae in die week by dieselfde werkgewer in diens is;
- „klerklike werknemer", 'n werknemer wat skryf, tik of enige ander soort klerklike werk verrig, en omvat 'n versendingsklerk en stoomman;
- „klerklike werknemer, gekwalifiseer", 'n klerklike werknemer met minstens vier jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer", 'n klerklike werknemer met minder as vier jaar ondervinding;
- „inrigting", enige perseel wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word, en enige perseel waarin goedere of materiaal vir vervaardiging en verpakking gebere word, en kantore wat regstreeks by fabrieksbeheer betrokke is;
- „nasiener", 'n werknemer wat onder toesig van 'n voorman of assistent-voorman, die werk wat deur ander werknemers verrig word, nasien vir foute en gebreke in sodanige werk, en wat verantwoordelik is vir die gehalte en juistheid van die verrigte werk, en wat sodanige werk kan distribueer;
- „nasiener, gekwalifiseer", 'n nasiener met minstens twaalf maande ondervinding;
- „nasiener, ongekwalifiseer", 'n nasiener met minder as twaalf maande ondervinding;
- „ondervinding"—

- (a) met betrekking tot 'n nasiener, klerklike werknemer en tabakverpakker, die totale tydperk of tydperke wat 'n werknemer in die nywerheid onderskeidelik as 'n nasiener, klerklike werknemer of tabakverpakker in diens is;
- (b) met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke wat 'n werknemer in die nywerheid as 'n graad I-werknemer in diens is;

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

provided that when an employee in Grade II or Grade I is transferred to Grade I or tobacco packer the total period or periods he has worked in Grade II and/or Grade I shall count as experience in the grade to which he is transferred; "foreman" means an employee who is in charge of the employees in an establishment or a department thereof, who exercises control and authority over such employees, who is responsible for the efficient performance by them of their duties and who has the right to engage or dismiss employees subject to confirmation by the employer;

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

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

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

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

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

- (1) Drying tobacco on steam or gas pans;
- (2) feeding tobacco cutting machine;
- (3) feeding tobacco packing machines;
- (4) taking off filled bags from tobacco packing machines and closing such bags;
- (5) making bags, packets or pouches by hand;
- (6) making paste;
- (7) making up inner paper linings for bulk containers of tobacco;
- (8) straight laying tobacco leaves from tangled form;
- (9) packing cut tobacco into bulk over 16 ozs., but under 10 lb;
- (10) mixing leaf and/or cut tobacco into blends by hand;
- (11) placing rubber bands around pouches and/or sealing pouches;
- (12) oiling and greasing;
- (13) placing tin, bag or paper packet on funnel;
- (14) wrapping packed tobacco other than roll tobacco into outers by hand;
- (15) stemming or stripping leaf by hand;

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

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

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

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

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

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

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

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

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

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

„voorman”, 'n werknemer wat toesig hou oor die werknemers in 'n inrigting of in 'n afdeling daarvan, wat beheer en gesag oor sodanige werknemers uitoefen, wat verantwoordelik is daarvoor dat hulle hul werksaamhede doeltreffend verrig, en wat die reg het om werknemers, onderworpe aan die goedkeuring van die werkgewer, in diens te neem of te ontslaan;

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

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

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

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

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

- (1) Tabak op stoom- of gaspanne droog;
- (2) tabakkerfmasjien voer;
- (3) tabakverpakkingsmasjiene bedien;
- (4) gevulde sakkies van tabakverpakkingsmasjiene afhaal en hulle toemaak;
- (5) sakkies, pakkies of tabaksakkies met die hand maak;
- (6) gom maak;
- (7) papierbinnevoerings vir grootmaattabakhouders opmaak;
- (8) deurmekaar tabakblare reguit laat lê;
- (9) kerftabak in grootmaat, oor 16 ons, maar nie onder 10 ons nie, verpak;
- (10) blaartabak en/of kerftabak in mengsels met die hand vermeng;
- (11) rubberbande om tabaksakkies plaas en/of tabaksakkies verseël;
- (12) olie en smeer;
- (13) blikkie, sakkie of papierpakkie op vultregter plaas;
- (14) verpakte tabak, uitgesonderd roltabak, in buitehouders met die hand toedraai;
- (15) stingels of blare met die hand afstroop;

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

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

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

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

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

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

„handopdraaier”, 'n werknemer wat tabakblare in roltabak van vereiste dikte opdraai;

„jeugdige werknemer”, 'n werknemer onder die ouderdom van agtien jaar wat graad-III of graad-IV-werk verrig;

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

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

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

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

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of material or a general breakdown of plant or machinery caused by accident or other unforeseen emergency; provided that for the purpose of this definition the words "temporary reduction" shall not mean to include any period by which such temporary reductions exceed in the aggregate thirteen weeks in any one calendar year;

"Tobacco Manufacturing Industry" means—

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

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

"tobacco packer" means an employee engaged in the packing of cut tobacco and/or ground snuff into packets, pouches, bags or tins containing not more than 16 ozs. net weight;

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

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

"wage" means that portion of remuneration (excluding 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 words importing the masculine gender only shall include the feminine gender, and 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 weekly by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder, and in classifying an employee he shall be deemed to be in the class in which he is wholly or mainly employed:—

	In the Municipal Area of Oudtshoorn.				In all Other Areas.			
	Wage.	Cost of Living Allowance.		Total Remuneration per Week.	Wage.	Cost of Living Allowance.		Total Remuneration per Week.
		Prescribed under War No. 43 of 1942, as Amended.	Additional.			Prescribed under War No. 43 of 1942, as Amended.	Additional.	
Foreman.....	£ 7 0 0	£ 3 8 0	—	£ 10 8 0	£ 6 11 3	£ 3 8 0	—	£ 9 19 3
Assistant foreman.....	£ 5 10 0	£ 2 12 0	—	£ 8 2 0	£ 5 3 2	£ 2 12 0	—	£ 7 15 2
Clerical employee, male, qualified.....	£ 5 15 5	£ 2 16 6	—	£ 8 11 11	£ 5 8 3	£ 2 12 0	—	£ 8 0 3
Clerical employee, male, unqualified—								
During first year of experience.....	£ 1 16 11	£ 0 18 3	—	£ 2 15 2	£ 1 14 8	£ 0 16 9	—	£ 2 11 5
During second year of experience.....	£ 2 13 1	£ 1 4 9	—	£ 3 17 10	£ 2 9 9	£ 1 2 3	—	£ 3 12 0
During third year of experience.....	£ 3 9 3	£ 1 13 3	—	£ 5 2 6	£ 3 4 11	£ 1 10 6	—	£ 4 15 5
During fourth year of experience.....	£ 4 5 5	£ 2 4 0	—	£ 6 9 5	£ 4 0 1	£ 2 4 0	—	£ 6 4 1
Clerical employee, female, qualified.....	£ 4 0 0	£ 2 0 0	—	£ 6 0 0	£ 3 15 0	£ 1 16 9	—	£ 5 11 9
Clerical employee, female, unqualified—								
During first year of experience.....	£ 1 16 11	£ 0 18 3	—	£ 2 15 2	£ 1 14 8	£ 0 16 9	—	£ 2 11 5
During second year of experience.....	£ 2 6 2	£ 1 2 3	—	£ 3 8 5	£ 2 3 4	£ 1 0 9	—	£ 3 4 1
During third year of experience.....	£ 2 15 5	£ 1 7 6	—	£ 4 2 11	£ 2 12 0	£ 1 4 9	—	£ 3 16 9
During fourth year of experience.....	£ 3 4 7	£ 1 10 6	—	£ 4 15 1	£ 3 0 7	£ 1 10 6	—	£ 4 11 1
Examiner, qualified.....	£ 3 15 0	£ 1 16 9	£ 3 6	£ 5 15 3	£ 3 10 4	£ 1 16 9	£ 3 6	£ 5 10 7
Examiner, unqualified—								
During first six months of experience.....	£ 3 0 0	£ 1 7 6	£ 2 0	£ 4 9 6	£ 2 16 3	£ 1 7 6	£ 2 0	£ 4 5 9
During second six months of experience...	£ 3 7 6	£ 1 13 3	£ 2 0	£ 5 2 9	£ 3 3 4	£ 1 10 6	£ 2 0	£ 4 15 10

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

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

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

„rolmaker", 'n werknemer wat gedraaide tabak in rolle van verskillende gewigte rol;

„korttyd", 'n tydelike vermindering van die getal gewone werkeure as gevolg van slapte in die bedryf, tekort aan materiaal, 'n algemene onklaarraking van installasie of masjienerie wat deur ongeval of ander onvoorsiene noodgeval veroorsaak word; met dien verstande dat vir die toepassing van hierdie woordskrywing die woorde „tydelike vermindering" nie 'n tydperk omvat waardeur sodanige tydelike verminderings dertien weke in een enkele kalenderjaar te bowe gaan nie;

„tabaknywerheid"—

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

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

„tabakverpakker", 'n werknemer wat kerftabak en/of pruimtabak of gemaalde snuif verpak in pakkies, tabaksakkies, sakkies of blikke van hoogstens 16 ons netto gewig;

„tabakverpakker, gekwalifiseer", 'n tabakverpakker met minstens 'n jaar ondervinding;

„tabakverpakker", ongekwalifiseer, 'n tabakverpakker met minder as 'n jaar ondervinding;

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

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

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

4. BESOLDIGING.

(1) Behoudens subartikels (2), (4) en (5) van hierdie artikel is die minimum loon en lewenskostetoelae wat 'n werkgewer weekliks aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, soos hieronder uiteengesit, en wanneer 'n werknemer in 'n klas ingedeel word, word dit beskou dat hy tot daardie klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is:—

	In the Municipal Area of Oudtshoorn.				In all Other Areas.			
	Wage.	Cost of Living Allowance.		Total Remuneration per Week.	Wage.	Cost of Living Allowance.		Total Remuneration per Week.
		Prescribed under War No. 43 of 1942, as Amended.	Additional.			Prescribed under War No. 43 of 1942, as Amended.	Additional.	
	£ s. d.	£ s. d.	s. d.	£ s. d.	£ s. d.	£ s. d.	s. d.	£ s. d.
Roll maker.....	2 8 0	1 2 3	2 3	3 12 6	2 5 0	1 0 9	2 3	3 8 0
Boiler attendant.....	2 0 0	0 18 3	3 9	3 2 0	1 17 6	0 18 3	3 9	2 19 6
Lye boiler.....	2 0 0	0 18 3	3 9	3 2 0	1 17 6	0 18 3	3 9	2 19 6
Hand twister, male.....	1 14 0	0 16 9	1 9	2 12 6	1 11 11	0 16 9	1 9	2 10 5
Hand twister, female.....	1 9 0	0 13 9	2 3	2 5 0	1 7 2	0 13 9	2 3	2 3 2
Tobacco packer, qualified.....	2 5 0	1 0 9	1 9	3 7 6	2 2 2	1 0 9	1 9	3 4 8
Tobacco packer, unqualified—								
During first six months of experience.....	1 10 0	0 13 9	1 9	2 5 6	1 8 2	0 13 9	1 9	2 3 8
During second six months of experience.....	1 17 6	0 18 3	1 9	2 17 6	1 15 2	0 18 3	1 9	2 15 2
Grade I employee, qualified.....	3 10 0	1 13 3	3 9	5 7 0	3 5 8	1 13 3	3 9	5 2 8
Grade I employee, unqualified—								
During first six months of experience.....	1 5 0	0 13 0	2 0	2 0 0	1 3 5	0 13 0	2 0	1 18 5
During second six months of experience.....	1 16 0	0 18 3	2 0	2 16 3	1 13 9	0 16 9	2 0	2 12 6
During third six months of experience.....	2 6 0	1 2 3	2 0	3 10 3	2 3 2	1 0 9	2 0	3 5 11
During fourth six months of experience.....	2 17 0	1 7 6	2 0	4 6 6	2 13 5	1 4 9	2 0	4 0 2
Grade II employee, qualified.....	2 5 0	1 0 9	2 3	3 8 0	2 2 2	1 0 9	2 3	3 5 2
Grade II employee, unqualified—								
During first six months of experience.....	1 5 0	0 13 0	1 6	1 19 6	1 3 5	0 13 0	1 6	1 17 11
During second six months of experience.....	1 10 0	0 13 9	2 0	2 5 9	1 8 2	0 13 9	2 0	2 3 11
Grade III employee.....	1 10 0	0 13 9	2 3	2 6 0	1 8 2	0 13 9	2 3	2 4 2
Grade IV employee.....	1 7 9	0 13 9	1 0	2 2 6	1 6 0	0 13 9	1 0	2 0 9
Juvenile employee.....	0 16 0	0 10 9	—	1 6 9	0 15 0	0 10 9	—	1 5 9
Driver of any animal drawn vehicle.....	1 15 0	0 16 9	2 6	2 14 3	1 12 10	0 16 9	2 6	2 12 1
Not elsewhere specified.....	2 10 0	1 2 3	1 9	3 14 0	2 6 11	1 2 3	1 9	3 10 11

	In die Munisipale gebied, Oudtshoorn.				In alle ander gebiede.			
	Loon.	Lewenskostoelae.		Totale besoldiging per week.	Loon.	Lewenskostoelae.		Totale besoldiging per week.
		Voor- geskryf kragtens Oorlogs- maatreel No. 43 van 1942, soos gewysig.	Bykomend.			Voor- geskryf kragtens Oorlogs- maatreel No. 43 van 1942, soos gewysig.	Bykomend.	
	£ s. d.	£ s. d.	s. d.	£ s. d.	£ s. d.	£ s. d.	s. d.	£ s. d.
Voorman.....	7 0 0	3 8 0	—	10 8 0	6 11 3	3 8 0	—	9 19 3
Assistent-voorman.....	5 10 0	2 12 0	—	8 2 0	5 3 2	2 12 0	—	7 15 2
Klerklike werknemer, manlik, gekwalifiseerd.	5 15 5	2 16 6	—	8 11 11	5 8 3	2 12 0	—	8 0 3
Klerklike werknemer, manlik, ongekwalifiseer—								
Gedurende 1ste jaar ondervinding.....	1 16 11	0 18 3	—	2 15 2	1 14 8	0 16 9	—	2 11 5
Gedurende 2de jaar ondervinding.....	2 13 1	1 4 9	—	3 17 10	2 9 9	1 2 3	—	3 12 0
Gedurende 3de jaar ondervinding.....	3 9 3	1 13 3	—	5 2 6	3 4 11	1 10 6	—	4 15 5
Gedurende 4de jaar ondervinding.....	4 5 5	2 4 0	—	6 9 5	4 0 1	2 4 0	—	6 4 1
Klerklike werknemer, vroulik, gekwalifiseer—	4 0 0	2 0 0	—	6 0 0	3 15 0	1 16 9	—	5 11 9
Klerklike werknemer, vroulik, ongekwalifiseer—								
Gedurende 1ste jaar ondervinding.....	1 16 11	0 18 3	—	2 15 2	1 14 8	0 16 9	—	2 11 5
Gedurende 2de jaar ondervinding.....	2 6 2	1 2 3	—	3 8 5	2 3 4	1 0 9	—	3 4 1
Gedurende 3de jaar ondervinding.....	2 15 5	1 7 6	—	4 2 11	2 12 0	1 4 9	—	3 16 9
Gedurende 4de jaar ondervinding.....	3 4 7	1 10 6	—	4 15 1	3 0 7	1 10 6	—	4 11 1
Nasiener, gekwalifiseer.....	3 15 0	1 16 9	3 6	5 15 3	3 10 4	1 16 9	3 6	5 10 7
Nasiener, ongekwalifiseer—								
Gedurende 1ste ses maande ondervinding.....	3 0 0	1 7 6	2 0	4 9 6	2 16 3	1 7 6	2 0	4 5 9
Gedurende 2de ses maande ondervinding.....	3 7 6	1 13 3	2 0	5 2 9	3 3 4	1 10 6	2 0	4 15 10
Rolmaker.....	2 8 0	1 2 3	2 3	3 12 6	2 5 0	1 0 9	2 3	3 8 0
Ketelbediener.....	2 0 0	0 18 3	3 9	3 2 0	1 17 6	0 18 3	3 9	2 19 6
Loogkoker.....	2 0 0	0 18 3	3 9	3 2 0	1 17 6	0 18 3	3 9	2 19 6
Handopdraaier, manlik.....	1 14 0	0 16 9	1 9	2 12 6	1 11 11	0 16 9	1 9	2 10 5
Handopdraaier, vroulik.....	1 9 0	0 13 9	2 3	2 5 0	1 7 2	0 13 9	2 3	2 3 2
Tabakverpakker, gekwalifiseer.....	2 5 0	1 0 9	1 9	3 7 6	2 2 2	1 0 9	1 9	3 4 8
Tabakverpakker, ongekwalifiseer—								
Gedurende 1ste ses maande ondervinding.....	1 10 0	0 13 9	1 9	2 5 6	1 8 2	0 13 9	1 9	2 3 8
Gedurende 2de ses maande ondervinding.....	1 17 6	0 18 3	1 9	2 17 6	1 15 2	0 18 3	1 9	2 15 2
Graad I-werknemer, gekwalifiseer.....	3 10 0	1 13 3	3 9	5 7 0	3 5 8	1 13 3	3 9	5 2 8
Graad I-werknemer, ongekwalifiseer—								
Gedurende 1ste ses maande ondervinding.....	1 5 0	0 13 0	2 0	2 0 0	1 3 5	0 13 0	2 0	1 18 5
Gedurende 2de ses maande ondervinding.....	1 16 0	0 18 3	2 0	2 16 3	1 13 9	0 16 9	2 0	2 12 6
Gedurende 3de ses maande ondervinding.....	2 6 0	1 2 3	2 0	3 10 3	2 3 2	1 0 9	2 0	3 5 11
Gedurende 4de ses maande ondervinding.....	2 17 0	1 7 6	2 0	4 6 6	2 13 5	1 4 9	2 0	4 0 2
Graad II-werknemer, gekwalifiseer.....	2 5 0	1 0 9	2 3	3 8 0	2 2 2	1 0 9	2 3	3 5 2
Graad II-werknemer, ongekwalifiseer—								
Gedurende 1ste ses maande ondervinding.....	1 5 0	0 13 0	1 6	1 19 6	1 3 5	0 13 0	1 6	1 17 11
Gedurende 2de ses maande ondervinding.....	1 10 0	0 13 9	2 0	2 5 9	1 8 2	0 13 9	2 0	2 3 11
Graad III-werknemer.....	1 10 0	0 13 9	2 3	2 6 0	1 8 2	0 13 9	2 3	2 4 2
Graad IV-werknemer.....	1 7 9	0 13 9	1 0	2 2 6	1 6 0	0 13 9	1 0	2 0 9
Jeugdige werknemer.....	0 16 0	0 10 9	—	1 6 9	0 15 0	0 10 9	—	1 5 9
Drywer van enige voertuig deur diere getrek.	1 15 0	0 16 9	2 6	2 14 3	1 12 10	0 16 9	2 6	2 12 1
Nie elders gespesifiseer nie.....	2 10 0	1 2 3	1 9	3 14 0	2 6 11	1 2 3	1 9	3 10 11

Provided that—

- (a) any decrease in the cost of living allowances as prescribed in terms of War Measure No. 43 of 1942, as amended, shall not become effective until a period of six months has elapsed from the date of such decrease;
- (b) any increase in the said cost of living allowances shall become operative and any subsequent decrease shall be effective only to the extent that the allowances shall not be lower than those detailed in paragraph (a) of this sub-section.

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

- (a) All employees who qualify for an increase during the period 1st January to 31st March of each calendar year shall be granted such increases on the 15th February, which falls within this period and such increases shall be applicable to the whole of the pay week in which the 15th February falls.
- (b) Likewise, and in the same manner, all increases which become due during the 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.*—A casual employee shall be paid in respect of each day or part of a day of employment not less than one-fifth of the highest weekly wage prescribed for an employee in the same class of work as the casual employee is required to perform.

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

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

- (a) for which a rising scale of wages is prescribed, an addition of twenty per cent of the wage of the lower class;
- (b) for which no rising scale of wages is prescribed, the wages calculated at such higher wage rate in respect of the whole day on which he performs such work plus cost of living allowance;

provided that where the sole difference between classes in terms of sub-section (1) of this section is based on experience, the provisions of this sub-section shall not apply.

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

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

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

- (a) the monthly wage of an employee shall be his weekly wage multiplied by $4\frac{1}{3}$ (four and one-third);
- (b) the weekly wage of an employee who is paid monthly, shall be his monthly wage divided by $4\frac{1}{3}$ (four and one-third);
- (c) the hourly wage of—
 - (i) an employee, other than a night watchman, shall be his weekly wage divided by 44;
 - (ii) a night watchman shall be his weekly wage divided by 48.

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

Met dien verstande dat—

- (a) enige vermindering in die lewenskostetoelaes soos ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf is, nie van krag word voordat 'n tydperk van ses maande vanaf die datum van sodanige vermindering verloop het nie;
- (b) enige vermeerdering in genoemde lewenskostetoelaes in werking tree en enige daaropvolgende vermindering van krag word slegs vir sover die toelaes nie laer moet wees as dié wat in paragraaf (a) van hierdie subartikel uiteengesit word nie.

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

- (a) Aan alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van elke kalenderjaar vir verhoging kwalifiseer, moet sodanige verhogings op die 15de Februarie wat binne die tydperk val, toegeken word, en daardie verhogings moet op die hele betaalweek waarin die 15de Februarie val, van toepassing wees.
- (b) Eweso en op dieselfde wyse moet alle verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verskuldig word, op die 15de Mei, 15de Augustus en 15de November wat binne die onderskeie tydperke val, aan werknemers toegeken word.

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

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

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

- (a) Waar 'n stygende loonskaal voorgeskryf is, 'n bykomende 20 persent van die loon van die laer klas;
- (b) waar geen stygende loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër loonskaal ten opsigte van die hele dag waarop hy die werk verrig, plus lewenskostetoelaes;

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

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

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

(7) *Berekening van lone.*—Behalwe soos andersins in hierdie Ooreenkoms bepaal, moet lone as volg bereken word:—

- (a) Die maandloon van 'n werknemer is sy weekloon met $4\frac{1}{3}$ (vier en een-derde) vermenigvuldig;
- (b) die weekloon van 'n werknemer wat maandeliks besoldig word, is sy maandloon deur $4\frac{1}{3}$ (vier en een-derde) gedeel;
- (c) die uurloon van—
 - (i) 'n werknemer, uitgesonderd 'n nagwag, is sy weekloon deur 44 gedeel;
 - (ii) 'n nagwag is sy weekloon deur 48 gedeel.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behalwe soos bepaal in artikel 7 (2), moet enige bedrag aan 'n werknemer verskuldig, weekliks of maandeliks, indien die werkgever en werknemer aldus skriftelik ooreengekom het, gedurende die werkeure op die gewone betaaldag van die inrigting, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word en moet in 'n verseëlde kovert wees waarop aan die buitekant moet staan die werkgever en werknemer se name, die werknemer se fabrieksnummer, bedryf, klassifikasie en loonskaal, die getal gewone ure en oortydure gewerk, die lone ten opsigte van elk betaal, die bonusbedrag, aanpassing, lewenskostetoelaes, of enige ander betaling wat gedoen is, die totale besoldiging wat betaal

closing date of the period in respect of which payment is made and the details of any deductions made; provided that where an agreement has been entered into for a period of notice of longer than one week, remuneration may be paid at the end of each such longer period.

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

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

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

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

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

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

(a) With the consent of the employee for fees due to the National Union of Cigarette and Tobacco Workers;

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

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

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

(i) any such deductions from wages and cost of living allowance shall not exceed 10s. per week;

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

(e) whenever the ordinary hours of work prescribed in 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 (4) in respect of each hour of such reduction; provided that such deduction shall not exceed eighteen forty-fourths of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are reduced and provided that no deduction shall be made—

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

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

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

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

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

(i) forty-four in any week from Monday to Friday inclusive;

(ii) nine and a quarter in any day;

(iii) a week shall consist of five days only and, 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 night watchman—

(i) forty-eight in any week;

(ii) nine per shift;

(iii) a week may consist of six shifts.

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

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

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

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

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

word, en die sluitingsdatum van die tydperk waarvoor betaling gedoen word en die besonderhede van enige aftrekkings gedoen; met dien verstande dat as 'n ooreenkoms aangegaan is vir 'n diensopseggingstermyn van langer as een week, besoldiging aan die einde van elke sodanige langer tydperk betaal kan word.

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

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

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

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

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

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

(a) Met die toestemming van die werknemer, vir geld wat aan die National Union of Cigarette and Tobacco Workers verskuldig is;

(b) behalwe soos bepaal in artikel 8, wanneer sy werknemer van sy werk af wegbly of weens 'n ongeluk of siekte afwesig is, 'n aftrekking wat in verhouding tot die tydperk van afwesigheid is;

(c) 'n aftrekking van enige bedrag wat 'n werknemer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;

(d) met die skriftelike toestemming van die werknemer, aftrekkings van sy loon, lewenskostetoelae en/of verlofbesoldiging vir bedrae aan die werkgever verskuldig ten opsigte van kontant wat die werkgever aan die werknemer voorgeskiets het; met dien verstande dat—

(i) enige sodanige aftrekkings van die loon en lewenskostetoelae nie 10s. per week te bowe mag gaan nie;

(ii) enige sodanige aftrekkings van verlofbetaling nie die helfte van die bedrag, aan verlofbetaling verskuldig te bowe moet gaan nie;

(e) wanneer die gewone werkure voorgeskryf in artikel 6 (1) vanweë korttyd verminder word, 'n aftrekking van een vier-en-veertigste van die weekloon voorgeskryf in artikel 4 (1) of 4 (4) ten opsigte van elke uur van daardie vermindering; met dien verstande dat sodanige vermindering nie meer as een vier-en-veertigste van die weekloon van die werknemer mag wees nie, ongeag die getal ure waarmee die gewone werkure verminder word; en met dien verstande dat geen bedrag afgetrek mag word nie—

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

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

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

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

(a) In die geval van 'n werknemer, uitgesonderd 'n nagwag—

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

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

(iii) 'n week moet slegs vyf dae tel en behoudens soos voorgeskryf in subartikel (10) (c) van hierdie artikel, mag geen werk op 'n Saterdag verrig word nie;

(b) in die geval van 'n nagwag—

(i) 48 in 'n week;

(ii) nege per skof;

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

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

(3) Die gewone werkure van 'n los werknemer mag nie nege en 'n kwart op 'n dag oorskry nie.

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

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

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

(5) *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-section (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, 1941; 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*.—Whenever an employee is required to work on any of the public holidays mentioned in section 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary daily hours of work as prescribed in sub-section (1) of this section; provided that if such public holiday falls on a Saturday, the number of hours that may be worked shall not exceed five hours.

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

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

- (a) in the case of a male employee—
 - (i) save as provided in sub-section (c) for more than two hours in any day;
 - (ii) for more than 10 hours in any week;
- (b) in the case of a female employee—
 - (i) for more than two hours in any day;
 - (ii) on more than three consecutive days;
 - (iii) for more than 10 hours in any week;
 - (iv) on more than 60 days in any year;
 - (v) after completion of her working hours for more than one hour in any day unless he has—
 - (1) given notice thereof to such employee before midday; or
 - (2) provided such employee with an adequate meal before she has to commence overtime; or
 - (3) paid such employee an allowance of one shilling and six pence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- (c) in the case of a male employee not ordinarily working on a Saturday not more than five hours on such a day.

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

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

7. ANNUAL LEAVE.

(1) Save as provided in sub-sections (c) and (d) of this section an employer shall grant to his employee in respect of each

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

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

waarin van die, die werknemer nie vereis of hy nie toegelaat mag word om werk te verrig nie, en dit moet beskou word dat die ruspoos deel van die gewone werkure uitmaak.

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

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

- (a) gedurende die hele ruspoos in sy werk, indien—
 - (i) hy nie vry is om die perseel van sy werkgewer gedurende daardie hele ruspoos te verlaat nie; of
 - (ii) die duur van sodanige ruspoos nie vermeld staan in die aantekeninge wat kragtens artikel nege van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, gehou moet word nie; en
- (b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgewer is;

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

(8) *Beperking van werkure op openbare vakansiedae en Sondae*.—Wanneer van 'n werknemer vereis word om op enigen van die openbare vakansiedae, voorgeskryf in artikel 9 (1), of op 'n Sondag te werk, moet die werkure op so 'n dag, soos voorgeskryf in subartikel (1) van hierdie artikel hoogstens die gewone ure wees wat gewoonlik op so 'n dag gewerk word en wanneer 'n openbare vakansiedag op Saterdag val, hoogstens vyf uur.

(9) *Oortyd*.—Alle tyd wat meer as 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 gereken word.

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

- (a) In die geval van 'n manlike werknemer—
 - (i) behoudens soos bepaal in subartikel (c), meer as twee uur op 'n dag;
 - (ii) meer as 10 uur in 'n week;
- (b) in die geval van 'n vroulike werknemer—
 - (i) meer as twee uur op 'n dag;
 - (ii) op meer as drie agtereenvolgende dae;
 - (iii) meer as 10 uur in 'n week;
 - (iv) op meer as 60 dae in 'n jaar;
 - (v) na voltooiing van haar werkure, meer as een uur op 'n dag, tensy hy—
 - (1) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (2) aan sodanige werknemer 'n voldoende maaltyd verskaf het voordat sy met oortydwerk moet begin; of
 - (3) aan sodanige werknemer betyds 'n toelae van een sjieling en ses pennies betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortydwerk moet begin;
- (c) in die geval van 'n manlike werknemer wat nie gewoonlik op 'n Saterdag werk, hoogstens vyf uur op sodanige dag.

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

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

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

(14) *Voorbehoud*.—Die bepalinge van subartikels (6) en (10) van hierdie artikel is nie van toepassing op 'n manlike werknemer wat werk verrig wat noodsaaklik is as gevolg van 'n onklaar-raking van installasie of masjinerie of ander onvoorsiene noodgeval nie, of in verband met die opknapping aan of herstelwerk van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie, en die bepalinge van subartikels (4), (5), (7) en (10) van hierdie artikel is nie op 'n nagwag van toepassing nie.

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

7. JAARLIKSE VERLOF.

(1) Behalwe soos in subartikels (c) en (d) van hierdie artikel bepaal, moet 'n werkgewer sy werknemer ten opsigte van elke

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 and up to the 1st December of the calendar year to which the leave relates, ten consecutive working days on full pay; provided that the said ten days, Christmas Day and New Year's Day form one continuous period of leave.
- (b) In the case of an employee who becomes such after the 15th January of the calendar year to which such leave relates one day on full pay in respect of each completed month of employment. An employer may require such employee to take additional leave without pay up to a total period not exceeding ten consecutive working days during the period of leave stated in sub-section (a) hereof.
- (c) Notwithstanding the provisions of sub-sections (a) and (b) and in substitution therefor an employer shall have the right to grant the number of days leave on full pay in terms of the said sub-sections to not more than five per cent of his employees at such time during December and/or January immediately following as may be necessary for the efficient conduct of his business.
- (d) A monthly paid employee may be required or permitted to take his annual leave on full pay of the duration prescribed in sub-section (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave relates.

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

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

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

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

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

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

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

8. SICK LEAVE.

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

- (a) through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, as amended, 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—
 - (i) 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;
 - (ii) in the first year of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;

kalenderjaar jaarlikse verlof wat gedurende die tweede helfte van Desember in sodanige jaar begin, soos volg toestaan:—

- (a) In die geval van 'n werknemer wat by hom in diens is sedert 15 Januarie en tot en met 31 Desember van die kalenderjaar waarop die verlof betrekking het, 10 agtereenvolgende werkdag met volle besoldiging; met dien verstande dat genoemde 10 dae saam met Kersdag en Nuwejaarsdag, één aaneenlopende tydperk van verlof uitmaak.
- (b) In die geval van 'n werknemer wat na 15 Januarie van die kalenderjaar waarop die verlof betrekking het, in diens kom, een dag met volle besoldiging ten opsigte van elke volle een maand diens. 'n Werkgever kan van sodanige werknemer vereis om bykomende verlof sonder besoldiging tot en met 'n tydperk van hoogstens 10 agtereenvolgende werkdag te neem gedurende die verlof tydperk wat in subartikel (a) hiervan voorgeskryf word.
- (c) Ondanks die bepalings van subartikels (a) en (b) en ter vervanging daarvan, beskik 'n werkgever oor die reg om die getal dae verlof met volle besoldiging kragtens genoemde subartikels aan hoogstens vyf persent van sy werknemers toe te staan op sodanige tyd gedurende Desember en/of Januarie, onmiddellik daarna, as wat vir die doeltreffende werking van sy besigheid nodig is.
- (d) Van 'n werknemer wat per maand besoldig word, kan vereis of hy kan toegelaat word om sy jaarlikse verlof met volle besoldiging, voorgeskryf in subartikel (a) of (b), op enige ander tyd te neem, maar sodat dit nie later as twee maande na die voltooiing van elke diensjaar waarop dit betrekking het, begin nie.

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

(3) 'n Werknemer wie se dienskontrak eindig voor die tydperk van verlof aanbreek wat in subartikel (1) genoem word, moet, behalwe soos in artikel 5 (7) (d) bepaal, by sodanige beëindiging ten opsigte van elke maand van sodanige tydperk van minder as een kalenderjaar minstens een dag se volle besoldiging en lewenskostetoelae betaal word, gebaseer op die weekloon wat hy ontvang het onmiddellik voor dié beëindigingsdatum; met dien verstande dat as 'n werknemer by sy diensbeëindiging sy voorneme bekendmaak om binne 'n tydperk van 30 dae na sy werk terug te keer, die werkgever die verskuldigde verlofbesoldiging kan weerhou en as die werknemer aldus na sy werk terugkeer, moet sodanige afwesigheid vir die toepassing van hierdie subartikel as diens gereken word; indien die werknemer nie binne genoemde tydperk van 30 dae na sy werk terugkeer nie, moet die bedrag wat aldus verskuldig is, aan hom betaal word.

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

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

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

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

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

8. SIEKTEVERLOF.

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

- (a) Weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, altesaam 88 werkdag siekteverlof in 'n kalenderjaar diens by hom, en hy moet hom op of voor die tweede betaaldag na sy terugkeer na werk ten opsigte van elke uur daarvan minstens 1/44ste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het, betaal; met dien verstande—
 - (i) dat die werkgever kan eis dat 'n getekende sertifikaat van 'n geregistreerde geneesheer voorgelê word ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op besoldiging gemaak word;
 - (ii) 'n werknemer nie in die eerste diensjaar geregtig is op siekteverlof met volle besoldiging teen 'n skaal van meer as een werkdag ten opsigte van elke voltooide maand diens nie;

- (b) through an accident compensable under the Workmen's Compensation Act, 1941, as amended, an amount equal to the difference between the compensation received for wages lost and the actual amount of his wages lost; provided that such amount shall not exceed the amount of sick pay due to such employee in terms of sub-section (a) of this section and that it may be off-set against such sick pay.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

(2) *Payment for Work on Sundays and Public Holidays.*—Subject to the provisions of section 6 (8), whenever an employee, other than a night watchman, works on a Sunday or on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall—

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

10. RATIO.

(1) An employer shall not employ—

- (a) an assistant foreman unless he has in his employ a foreman;
- (b) an unqualified clerical employee unless he has in his employ a qualified clerical employee and for each qualified clerical employee employed not more than one unqualified clerical employee may be employed;
- (c) an unqualified Grade I employee unless he has in his employ a qualified Grade I employee and for each qualified Grade I employee employed not more than one unqualified Grade I employee may be employed by him;
- (d) more than two qualified Grade II employees unless he has in his employ three qualified Grade II employees and for each three qualified Grade II employees employed not more than two unqualified Grade II employees may be employed by him;
- (e) a juvenile employee unless he has in his employ twenty employees of all classes and for each twenty employees of all classes employed not more than one juvenile employee may be employed by him.
- (2) For the purpose of this section—
- (a) an employer or manager who is wholly or mainly engaged in the work of a foreman or a clerical employee, may be deemed to be a foreman or a qualified clerical employee;
- (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class, may be deemed to be a qualified employee;
- (c) a juvenile employee who is receiving a wage of not less than the wage of a Grade III or Grade IV employee, may be deemed to be a Grade III or Grade IV employee, as the case may be.

11. PIECE-WORK.

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

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

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

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

- (b) weens 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, soos gewysig, betaalbaar is, 'n bedrag wat gelyk is aan die verskil tussen die skadeloosstelling wat vir loon wat verloor is en die werklike bedrag aan loon wat verloor is, betaal word; met dien verstande dat daardie bedrag nie meer as die bedrag vir siekteverlof wat kragtens subartikel (a) van hierdie artikel aan daardie werknemer verskuldig is, kan wees nie, en dat dit van sodanige siektebesoldiging afgetrek kan word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

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

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

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

- (a) ten opsigte van 'n Sondag, minstens dubbel die loon betaal word wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, nl. 9½ uur; met dien verstande dat 'n werkgewer 'n werknemer wat op Sondag werk, 1½ maal die weekloon in artikel 4 (1) of artikel 4 (4) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 44, kan betaal vir elke uur of gedeelte van 'n uur wat aldus gewerk word, en hom binne sewe dae na daardie Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens die weekloon in artikel 4 (1) of 4 (4) voorgeskryf vir 'n werknemer van sy klas, gedeel deur vyf, moet betaal;
- (b) ten opsigte van Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag of Kersdag, benewens die loon wat kragtens subartikel (1) hiervan aan hom verskuldig is, sy gewone loon betaal word ten opsigte van die tyd wat gewerk is en waarby elke gedeelte van 'n uur wat gewerk is, as 'n volle uur gereken word.

10. GETALLEVERHOUDING.

(1) 'n Werkgewer mag nie die volgende in diens hê nie:—

- (a) 'n Assistent-voorman, tensy hy 'n voorman in diens het;
- (b) 'n klerklike werknemer, ongekwalifiseer, tensy hy 'n gekwalifiseerde klerklike werknemer in sy diens het, en vir elke gekwalifiseerde klerklike werknemer in sy diens mag hy hoogstens een ongekwalifiseerde klerklike werknemer in diens hê;
- (c) 'n ongekwalifiseerde graad I-werknemer, tensy hy 'n gekwalifiseerde graad I-werknemer in sy diens het en vir elke gekwalifiseerde graad I-werknemer in sy diens mag hy hoogstens een ongekwalifiseerde graad I-werknemer in diens hê;
- (d) hoogstens twee ongekwalifiseerde graad II-werknemers, tensy hy drie gekwalifiseerde graad II-werknemers in sy diens het en vir elke drie gekwalifiseerde graad III-werknemers in diens mag hy hoogstens twee ongekwalifiseerde graad II-werknemers in diens hê;
- (e) 'n jeugdige werknemer, tensy hy twintig werknemers van alle klasse in diens het en vir elke twintig werknemers van alle klasse in diens mag hy nie meer as een jeugdige werknemer in diens hê nie.
- (2) Vir die toepassing van hierdie artikel, geld die volgende:—
- (a) 'n Werkgewer of bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n voorman of klerklike werknemer verrig, kan as 'n voorman of 'n gekwalifiseerde klerklike werknemer geag word;
- (b) 'n Ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, kan as 'n gekwalifiseerde werknemer geag word;
- (c) 'n Jeugdige werknemer wat minstens die loon van 'n graad III- of graad IV-werknemer ontvang, kan as 'n graad III- of graad IV-werknemer geag word, na gelang van die geval.

11. STUKWERK.

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

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

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

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

12. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

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

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

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

14. ORGANISATION OF EMPLOYEES.

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

15. CERTIFICATE OF SERVICE.

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

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and an employee which provides for a period of notice of equal duration on both sides and for not less than one week; the validity of any written agreement providing for a probationary period of three months in the case of a monthly employee and of one week in the case of a weekly employee, during which probationary period the employment may be terminated upon 24 hours' notice being given by either side.

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

(3) The notice referred to in sub-section (1) shall not run concurrently with annual leave or sick leave. For the purpose of this sub-section, sick leave shall mean a period of two weeks unless the employee has within such period notified his employer that he is ill and produces a doctor's certificate in respect of the period of absence, in which case sick leave shall mean a period of fifteen weeks from the commencement of the employee's absence.

Signed at Oudshoorn on behalf of the parties this 12th day of December, 1956.

A. S. TREURNICHT,
Chairman of the Board.

C. F. SPIES,
Representing Employers.

A. SCHEEPERS,
Representing Employees.

J. N. HITCHCOCK,
Secretary of the Board.

Witnesses:

N. Peda.
M. J. J. van Rensburg.
A. J. Stander.
M. Botha.
G. Jackson.
C. Taylor.

12. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

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

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

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR.

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

14. ORGANISEER VAN WERKNEMERS.

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

15. DIENSSERTIFIKAAT.

Elke werkgever moet 'n dienssertifikaat aan sy werknemer uitreik wanneer hy die diens van sodanige werkgever verlaat. Sertifikate moet in die vorm van die Aanhangsel van hierdie Ooreenkoms wees. Alle sertifikate wat deur 'n werkgever uitge-reik word, moet in volgorde genommer, asook deur die werk-gever of sy verteenwoordiger onderteken wees en 'n afskrif van elke sertifikaat moet deur hom gehou word.

16. BEÏNDIGING VAN DIENSKONTRAK.

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

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

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

- (i) 'n Werkgever of 'n werknemer se reg om die dienskontrak sonder voorafgaande kennisgewing te beëindig weens 'n oorsaak wat by wet as voldoende erken word;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir 'n tydperk van kennis-gwing van gelyke duur vir albei partye en vir nie minder as een week nie;
- (iii) die geldigheid van 'n skriftelike ooreenkoms wat voorsiening maak vir 'n proeftydperk van drie maande in die geval van werknemers wat maandeliks werk en van een week in die geval van werknemers wat weekliks werk, en in hierdie geval kan die proeftydperk van diens met 24 uur aan albei kante beëindig word.

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

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

Namens die partye op hede die 12de dag van Desember 1956 op Oudshoorn onderteken.

A. S. TREURNICHT,
Voorsitter van die Raad.

C. F. SPIES,
Verteenwoordiger van die werkgevers.

A. SCHEEPERS,
Verteenwoordiger van die werknemers.

J. N. HITCHCOCK,
Sekretaris van die Raad.

Getuies:

N. Peda.
M. J. J. van Rensburg.
A. J. Stander.
M. Botha.
G. Jackson.
C. Taylor.

ANNEXURE.

Ref. No.

CERTIFICATE OF SERVICE.

Employee's full name

Formerly known as

Employee's house address

Pay Card No.

Grade

Last occupation

Since (date)

* Wage received at time of leaving £..... per week/month plus £..... c.o.l.a. per week/month.

Date of last increase

Date of entering service

Date of leaving service

Total period covered by this certificate years
..... months.

Name of Factory

Employer's Signature.

Date of Issue

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

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

No. 677.] [10 May 1957.

Factories, Machinery and Building Work Act, 1941.

TOBACCO MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Tobacco Manufacturing Industry, published under Government Notice No. 676 of the 10th May, 1957, 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.

AANHANGSEL.

Verwysingsno.....

DIENSSERTIFIKAAT.

Werknemer se naam voluit

Vroeër bekend as

Werknemer se huisadres

Betaalkaartno.

Graad

Jongste werk

Sedert (datum)

* Loon ontvang by vertrek £..... per week/maand,
plus L.K.T. per week/maand.

Datum van jongste verhoging

Datum van indienstreding datum van
vertrekTotale tydperk deur hierdie sertifikaat gedek jare
..... maande.

Naam van fabriek.....

Werkgewer se handtekening.

Datum uitgereik

* Vermeld in die geval van stukwerkers hul minimum tyd-
loonskaal per week.OPMERKING.—Hierdie sertifikaat moet noukeurig ingevul wees
en een afskrif moet aan die werknemer gegee word.

No. 677.] [10 Mei 1957.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

TABAKNYWERHEID.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941; verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid, gepubliseer by Goewermentskennisgewing No. 676 van 10 Mei 1957, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.



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