



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY

BUITENGEWONE

Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXXVIII.] PRICE 6d. PRETORIA, 24 MAY 1957. PRYS 6d. [No. 5877.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 772.] [24 May 1957.
INDUSTRIAL CONCILIATION ACT, 1956.

TOBACCO MANUFACTURING INDUSTRY (CAPE).

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 (Cape), shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th September, 1960, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that trade 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 sections 3 to 14 (inclusive), 16 (1), 16 (2) and sections 17 to 19 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th September, 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 Municipal Area of Cape Town; 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 Municipal Area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending the 30th September, 1960, the provisions contained in sections 3 to 14 (inclusive), 16 (1), 16 (2) and 17 to 19 (inclusive) 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. 772.] [24 Mei 1957.
WET OP NYWERHEIDSVERSOENING, 1956.

TABAKVERVAARDIGINGSNYWERHEID (KAAP).

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 hierby verskyn en op die Tabakvervaardigingsnywerheid (Kaap) betrekking het, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 30 September 1960 eindig, bindend is vir die werkgewer en die 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 artikels 3 tot en met 14, 16 (1), 16 (2) en 17 tot en met 19 van genoemde Ooreenkoms van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 30 September 1960 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde nywerheid in die munisipale gebied Kaapstad; en
- (c) kragtens paragraaf (a) van subartikel (3) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in artikels 3 tot en met 14, 16 (1), 16 (2) en 17 tot en met 19 van genoemde Ooreenkoms van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 30 September 1960 eindig, in die munisipale gebied Kaapstad *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerheid by die werkgewers vir wie enige van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE CIGARETTE AND TOBACCO MANUFACTURING INDUSTRY (CAPE).

AGREEMENT

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

Messrs. Cavalla Ltd., Cape Town,

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

The National Union of Cigarette and Tobacco Workers (Cape Town Branch),

of the other part (hereinafter referred to as "the employees" or "Trade Union").

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the municipal area of Cape Town by Messrs. Cavalla Ltd., and by all employees of such company who are employed in the industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour, and shall remain in force until 30th September, 1960.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

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

"assistant storeman" means a person who assists a storeman in his duties and who works under the direct supervision of the storeman and who may act for him during his absence;

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

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

"casual employee" means an employee who is employed by the same employer on not more than four days in any week, provided that the total number of casual employees employed in an establishment at any one time shall not exceed 5 per cent of the total number of employees in that establishment;

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

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

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

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

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

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

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE SIGARET-EN TABAKNYWERHEID (KAAP).

OOREENKOMS

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

Messrs. Cavalla Ltd., Cape Town,

aan die een kant (hieronder die „werkgever” genoem, en The National Union of Cigarette and Tobacco Workers (Cape Town Branch),

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Kaapstad nagekom word deur Messrs. Cavalla Ltd. en deur al die werknemers van daardie maatskappy wat by die nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid vasgestel word, en bly van krag tot 30 September 1960.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Wet op Nywerheidsversoening, 1956, bepaal is, dieselfde betekenis as in daardie Wet, en tensy dit strydig is met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoening, 1956;

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

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

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

„assistent-stoorman”, 'n persoon wat 'n stoorman help by die uitvoering van sy werk en onder die direkte toesig van die stoorman werk en wat vir hom in sy afwesigheid kan waarneem;

„keteloppasser”, 'n werknemer wat onder toesig van die ingenieur verantwoordelik is vir die stoomverwakkingsuitrusting, en wat persoonlik daarvoor verantwoordelik is en werksaam is om stoomketels te stook en die waterstand en goedgekeurde stoomdruk op peil te hou;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Operating an automatic soldering machine;
- (2) operating a box banding machine;
- (3) operating a box body making machine and/or shoulder inserting machine;
- (4) operating a box lid making machine and/or body and lid assembling machine;
- (5) operating a box shoulder cutting machine;
- (6) operating a box shoulder pressing machine;
- (7) operating a box slitting machine;
- (8) operating a casing machine;
- (9) operating a cigarette packing machine;
- (10) operating an excise-stamping machine;

"ondersoeker, gekwalifiseer," 'n ondersoeker met minstens twaalf maande ondervinding;
 "ondersoeker, ongekwalifiseer," 'n ondersoeker met minder as twaalf maande ondervinding;
 "ondervinding"—

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

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

"klerklike werknemer in 'n fabriek", 'n manlike of vroulike werknemer wat nie elders uitdruklik genoem word nie, wat deur skryf of tikwerk in 'n inrigting bestellings doen, nagaan, berekenings maak, verslag hou van werk wat verrig en take wat uitgevoer is en/of korrespondensie in verband daarmee voer, en wat kontant kan invorder en hanteer;

"klerklike werknemer in 'n fabriek, gekwalifiseer," 'n klerklike werknemer in 'n fabriek met minstens vyf jaar ondervinding;

"klerklike werknemer in 'n fabriek, ongekwalifiseer," 'n klerklike werknemer in 'n fabriek met minder as vyf jaar ondervinding;

"fabrieksbood", 'n werknemer wat mondelike, skriftelike of telefoon boodskappe in 'n inrigting ontvang en/of aflewer en wat daardie boodskappe kan herskryf;

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

"voorgew", 'n vroulike werknemer wat 'n voorman help by die uitvoering van sy/haar pligte en wat vir hom/haar in sy/haar afwesigheid kan waarneem;

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

- (1) 'n Sigaretvervaardigingsmasjien bedien;
- (2) 'n filterpropvervaardigingsmasjien bedien;
- (3) 'n filtermondstukvoermasjien bedien;
- (4) 'n kragguillotinemasjien vir die sny van papier of bord bedien;
- (5) 'n kragaanklammasjien bedien;
- (6) 'n rolkeep-snymasjien bedien;
- (7) 'n tabakdroogmasjien (met inbegrip van 'n koelmasjien) bedien;
- (8) 'n vakuumaanklaminstallasie bedien;
- (9) kwitansies nagaan en aantekening daarvan hou en/of aksynsneels uitreik;
- (10) kos kook;
- (11) weeg en aantekening van voggehaltes hou;
- (12) los sigarette weeg en aantekening van die gewigte hou met die doel om gespesifiseerde formulegewigte te kontroleer vir aksynsdoeleindes;
- (13) 'n kombinasiesigaret- en filtermondstukvoermasjien bedien;
- (14) materiaal en/of bestanddele meng, geur of omhul of kleur;

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

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

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

- (1) 'n outomatiese soldeeramasjien bedien;
- (2) 'n masjien vir die omslaan van bande om dose bedien;
- (3) 'n masjien vir die maak van middelstukke en/of 'n masjien vir die insit van skouerstukke bedien;
- (4) 'n masjien vir die maak van dosiedeksele en/of 'n masjien vir die inmeekaarsit van die middelstuk en die deksel bedien;
- (5) 'n skouerstuksnymasjien bedien;
- (6) 'n skouerstukspersmasjien bedien;
- (7) 'n doosgleufmasjien bedien;
- (8) 'n omhulmasjien bedien;
- (9) 'n sigaretverpakkingsmasjien bedien;
- (10) 'n aksynsneelmasjien bedien;

- (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 an automatic wrapping machine;
- (20) operating a scrap cleaning machine;
- (21) operating a stamping machine (tin);
- (22) operating a side or double seaming machine (tin);
- (23) operating a tin cutting (guillotine) machine;
- (24) operating a tobacco cutting machine;
- (25) operating a tobacco packing machine;
- (26) operating a transparent wrapping machine;
- (27) assisting with and recording and receiving and/or issuing of materials and/or manufactured goods;
- (28) factory messenger;
- (29) knife grinding;
- (30) making paste;
- (31) oiling and greasing machines and motor vehicles;
- (32) packing and/or stencilling containers used for the executing of orders for manufactured goods as detailed on an invoice or buff;
- (33) packing cigarettes into boxes or tins by hand;
- (34) seamstress;
- (35) soldering by hand;
- (36) sorting, catching and taking off from cigarette making, filter tip assembling and filter plug making machines;
- (37) supervising the steaming of tobacco;

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

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

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

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

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

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

- (11) 'n gleufmasjien (blik) bedien;
- (12) 'n hidrouliese tabakpers bedien;
- (13) 'n bladstroop- of ontstingelmasjien bedien;
- (14) 'n masjien vir die maak van sigaretdosies sonder skouerstukke bedien;
- (15) 'n kraghyser bedien;
- (16) 'n kragpapiersny- of bordsny- en weeropwenmasjien bedien;
- (17) 'n kragsaag bedien;
- (18) 'n druk- en etiketteermasjien bedien;
- (19) 'n outomatiese toedraaimasjien bedien;
- (20) 'n afvalskoonmaakmasjien bedien;
- (21) 'n stempelmasjien (blik) bedien;
- (22) 'n kant- of dubbelnaatmasjien (blik) bedien;
- (23) 'n bliksguillotinemasjien bedien;
- (24) 'n tabaksnymasjien bedien;
- (25) 'n tabakverpakkingsmasjien bedien;
- (26) 'n transparantindraaimasjien bedien;
- (27) help by en aantekening hou van die ontvang en/of uitreiking van materiaal en/of vervaardigde goedere;
- (28) fabrieksbode;
- (29) messe slyp;
- (30) gom maak;
- (31) masjiene en motorvoertuie olie en ghries;
- (32) houters wat gebruik word vir die uitvoering van bestellings vir vervaardigde goedere soos op 'n faktuur of vorm, verpak en/of sjabloneer;
- (33) sigarette met die hand in dosies of blikkies verpak;
- (34) naaister;
- (35) met die hand soldeer;
- (36) sorteer, opvang en afneem van sigaretvervaardigings-, filtermondstuk-, en filterpropmasjiene;
- (37) toesig hou oor tabak wat gestoom word;

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

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

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

- (1) 'n Skouerstukplakmasjien bedien;
- (2) 'n entmasjien bedien;
- (3) 'n sigaretbreekmasjien bedien;
- (4) 'n kode- en datummasjien bedien;
- (5) 'n hoeksnymasjien bedien;
- (6) 'n hoekverstywermasjien bedien;
- (7) 'n riffelmasjien (blik) bedien;
- (8) 'n handguillotinemasjien vir die sny van papierbord bedien;
- (9) 'n handpalratpers bedien;
- (10) 'n omhulselhervouingsmasjien bedien;
- (11) 'n masjien vir bevestiging van lemme in deksels (blik) bedien;
- (12) 'n masjien vir kepe vir lemme (blik) bedien;
- (13) 'n kragplakmasjien bedien;
- (14) 'n masjien vir die maak van rolle of middelstukke (blik) bedien;
- (15) 'n stingelrolmasjien bedien;
- (16) 'n blikverhittingsmasjien bedien;
- (17) aksynsseëls met die hand opplak;
- (18) geur-, omhul- of kleurmateriaal met die hand aan tabak aanbring;
- (19) houtkissies, kiste of kratte met die hand uit duie vervaardig;
- (20) helpers op afleweringswaens of voertuie;
- (21) stoomketeltremmer;
- (22) tabak op stoom- of gaspanne droog;
- (23) masjiene in graad I wat nie elders gespesifiseer is nie, en masjiene in graad II en III voer en van hulle opvang, sorteer en afneem;
- (24) sigaret- en mondstukmasjiene voer;
- (25) skouerstukke met die hand in nuwe sigaretdosies insit;
- (26) sakke, pakkies of tabaksakke met die hand maak;
- (27) papieromhulsel vir grootmaatbakhousers voorberei en insit;
- (28) bladtabak met die hand in die regte verhouding vermeng;
- (29) sigarette wat in silwerpapier verpak is met die hand in kartonne verpak;
- (30) tabak met die hand in sakke, pakkies, tabaksakke of blikkies verpak, tot en met 16 onse;
- (31) kos en/of drank berei en/of opdien, maar nie kos kook nie;
- (32) beskadigde sigaretdosies met die hand herstel en maak (maar nie skoonmaak nie);
- (33) tabakblare met die hand ontstingel of afstroop;
- (34) verkreukelde tabakblare reguit lê;
- (35) blikkies toets nadat hulle gesoldeer is;
- (36) transparant met die hand indraai;
- (37) bord vir skouerstukke in pype maak;
- (38) toesig oor sigaretverpakkingsmasjiene hou;
- (39) afweeg, en aantekening hou van gewigte—nie elders gespesifiseer nie;
- (40) verpakte sigarette of tabak in buiteverpakking met die hand indraai;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"short time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of material, a general breakdown of plant or machinery caused by accident or other unforeseen emergency stocktaking or stoppage of work granted at the request of a majority of the employees in a department or section thereof; provided that short-time in respect of stocktaking shall not exceed two hours in any one calendar month;

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

- (1) Plaatjies of wie borsel of afwerk;
- (2) plaatjies of wie opvang, weeg en/of bondel;
- (3) beskadigde sigarettdosies met die hand skoonmaak;
- (4) persele, installasie, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (5) tabak of blare met die hand skoonmaak;
- (6) papier met die hand van rolle afsny;
- (7) tabak klam maak of in vloeistof dompel;
- (8) tuinmaak;
- (9) kaartjies en/of wie met die hand insit;
- (10) met die hand etiketteer;
- (11) sigarettdosies of omslae vir verpakkingsmasjiene met die hand opstel en/of oopmaak;
- (12) laai of aflaai;
- (13) goedere verplaas, dra of stapel;
- (14) olie en/of smeer, nie elders genoem nie;
- (15) kiste of bale, pakkette of ander houers oopmaak of toemaak;
- (16) sigarette in oorlogsverpakking verpak, en werksaamhede in verband daarmee;
- (17) in oop en gestandaardiseerde houers verpak, nie elders gespesifiseer nie;
- (18) tabak in grootmaat, oor 16 onse tot en met 10 pd., verpak;
- (19) tabak in grootmaat verpak (oor 10 pd.);
- (20) stingels uitsoek;
- (21) deksels of metaaletiketette op leë of gevulde middelstukke of blikkies met die hand plaas;
- (22) blikkie, sakkie of pakkie op pyp blaas;
- (23) gaatie in blikkie prik voordat dit gesoldeer word;
- (24) 'n handvoertuig stoot of trek;
- (25) bindblare met die hand verwyder;
- (26) rubberstempels gebruik;
- (27) houers verseël;
- (28) tabakblare op vervoerbande of tafel vanmekaar skei en reguit lê;
- (29) sigaretkartjies sorteer;
- (30) afvalsigarette of -sigaretpakkies of -dosies of toedraai materiaal sorteer;
- (31) sjabloneer—nie elders gespesifiseer nie;
- (32) geur-, omhul- of kleurmateriaal en/of -bestanddele roer maar nie meng nie;
- (33) tabakblare van vervoerband of tafel afneem en/of verpak;
- (34) tabak met die hand omdraai (droog);

"werknemer, graad IV, gekwalifiseer," 'n werknemer, graad IV, met minstens twee jaar ondervinding;

"werknemer, graad IV, ongekwalifiseer," 'n werknemer, graad IV, met minder as twee jaar ondervinding;

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

"motorvoertuigbestuurder," 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordbepaling omvat "n motorvoertuig bestuur" alle tyd wat deur die bestuurder bestee word aan bestuur en aan ander werk in verband met die voertuig of die vag en al die tye waarin hy verplig is om gereed te wees om te bestuur;

"n masjien bedien," die werk wat verrig word deur 'n werknemer wat verantwoordelik is vir die aansit en stopsit van 'n masjien (maar uitgesonderd alle ander lede van 'n masjiensbemannig wat die masjien kan stopsit), en omvat die verrigting van klein lopende verstellings aan 'n masjien sowel as die verantwoordelikheid om die kwaliteit van die werk wat deur daardie masjien verrig word, dop te hou en na te gaan;

"stukwerk/aansporingsbonusstelsel," 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer is op die hoeveelheid of omvang van die werk wat gedoen is;

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

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

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

"afdelingsmasjinijs," 'n werknemer, uitgesonderd 'n vakman, wat verantwoordelik is vir een of meer masjiene en verantwoordelik is vir die doeltreffende werking van daardie masjiene en wat verstellers en/of alle herstelwerk daaraan, wat nie belangrik van aard is nie, kan uitvoer;

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

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

"korttyd," 'n tydelike vermindering van die getal gewone werke as gevolg van 'n slappe in die bedryf, 'n tekort aan materiaal, 'n algemene onklaarraking van installasie of masjinerie wat veroorsaak is deur 'n ongeluk of ander onvoorsiene noodgeval, voorraadopname of staking van werk wat op versoek van 'n meerderheid van die werknemers wat in 'n afdeling of onderafdeling daarvan werksaam is, toegestaan word; met dien verstande dat korttyd ten opsigte van voorraadopname nie meer as twee uur in 'n kalendermaand mag wees nie;

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

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

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

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

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

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

"stoorman", 'n werknemer wat klerklike werk in 'n fabriek verrig en wat algemeen verantwoordelik is vir voorrade of klaar produkte en wat in die eerste plek verantwoordelik is om goedere in 'n stoor of pakhuis te ontvang, te bewaar, te verpak of uit te pak, en/of om goedere uit 'n stoor of pakhuis aan die verbruikafdeling van 'n inrigting of vir versending af te lewer;

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

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

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

"tabaknywerheid" en "die nywerheid", die nywerheid waarin werkgewers en werknemers in inrigtings geassosieer is vir die vervaardiging of verpakking van sigarettabak en/of sigarette en/of pyptabak, met inbegrip van al die werksaamhede wat hoort tot of die gevolg is van dié vervaardiging of verpakking, wat uitgeoefen word deur die werknemers van daardie werkgewers in of in verband met 'n inrigting;

"loon", daardie gedeelte van die besoldiging, uitgesonderd die lewenskostoelae, wat kragtens artikel 4 (1) of (4) in geld aan 'n werknemer betaal moet word ten opsigte van sy gewone werkure.

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

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

4. BESOLDIGING.

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

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

	Loon weekliks. £ s. d.	Lewens- kostetoelae weekliks. £ s. d.	Totaal weekliks. £ s. d.
Voorman.....	9 0 0	3 8 0	12 8 0
Assistent-voorman.....	6 10 0	3 7 0	9 17 0
Voorvrou.....	6 0 0	3 2 6	9 2 6
Assistent-voorvrou.....	5 9 0	2 18 0	8 7 0
Opsigter.....	5 4 0	2 18 0	8 2 0
Keteloppasser.....	4 13 6	2 14 0	7 7 6
Deurwag, patrollieman en wag.....	4 3 0	2 10 0	6 13 0
Ondersoeker, gekwalifiseer.....	4 3 0	2 10 0	6 13 0
Ondersoeker, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	3 0 0	1 13 6	4 13 6
gedurende die tweede ses maande ondervinding.....	3 11 6	2 2 9	5 14 3
Afdelingsmasjiniis, gekwalifiseer.....	6 15 0	3 14 0	10 9 0
Afdelingsmasjiniis, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	3 0 0	1 13 6	4 13 6
gedurende die tweede jaar ondervinding.....	3 16 0	2 6 0	6 2 0
gedurende die derde jaar ondervinding.....	4 12 0	2 14 0	7 6 0
gedurende die vierde jaar ondervinding.....	5 7 6	2 18 0	8 5 6
gedurende die vyfde jaar ondervinding.....	6 4 0	3 7 0	9 11 0
Klerklike werknemer in 'n fabriek, manlik, versendingsklerk, ontvangklerk en stoorman, gekwalifiseer.....	6 14 6	3 14 0	10 8 6
Klerklike werknemer in 'n fabriek, manlik, versendingsklerk, ontvangklerk en stoorman, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	2 15 4	1 13 6	4 8 10
gedurende die tweede jaar ondervinding.....	3 15 6	2 6 0	6 1 6
gedurende die derde jaar ondervinding.....	4 10 0	2 10 0	7 0 0
gedurende die vierde jaar ondervinding.....	5 4 0	2 18 0	8 2 0
gedurende die vyfde jaar ondervinding.....	5 19 0	3 2 6	9 1 6
Klerklike werknemer in 'n fabriek, vroulik, gekwalifiseer.....	4 16 0	2 14 0	7 10 0
Klerklike werknemer in 'n fabriek, vroulik, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	2 6 2	1 8 3	3 14 5
gedurende die tweede jaar ondervinding.....	2 16 6	1 13 6	4 10 0
gedurende die derde jaar ondervinding.....	3 6 0	1 19 3	5 5 3
gedurende die vierde jaar ondervinding.....	3 16 0	2 6 0	6 2 0
gedurende die vyfde jaar ondervinding.....	4 6 0	2 10 0	6 16 0
Assistent-stoorman, gekwalifiseer.....	4 10 0	2 10 0	7 0 0
Assistent-stoorman, ongekwalifiseer—			
gedurende die eerste jaar ondervinding.....	2 15 4	1 13 6	4 8 10
gedurende die tweede jaar ondervinding.....	3 15 6	2 6 0	6 1 6
Platpersdrukker.....	4 13 6	2 14 0	7 7 6
Motorvoertuigbestuurder—van 'n motor, afleweringswa of vragmotor met 'n gewig sonder vrag tot en met 6,000 lb.....	4 13 6	2 14 0	7 7 6
Motorvoertuigbestuurder—van 'n vragmotor met 'n gewig sonder vrag van oor 6,000 lb.....	5 14 6	3 2 6	8 17 6
Handlanger.....	3 13 0	2 2 9	5 15 9
Onderbaas.....	3 13 0	2 2 9	5 15 9
Werknemer, graad I, gekwalifiseer.....	3 18 0	2 6 0	6 4 0
Werknemer, graad I, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 4 3	3 1 9
gedurende die volgende ses maande ondervinding.....	2 7 6	1 8 3	3 15 9
gedurende die volgende ses maande ondervinding.....	2 17 0	1 13 6	4 10 6
gedurende die volgende ses maande ondervinding.....	3 7 0	1 19 3	5 6 3
Werknemer, graad II, gekwalifiseer.....	3 7 6	1 19 3	5 6 9
Werknemer, graad II, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 4 3	3 1 9
gedurende die volgende ses maande ondervinding.....	2 5 0	1 6 9	3 11 9
gedurende die volgende ses maande ondervinding.....	2 12 6	1 10 9	4 3 3
gedurende die volgende ses maande ondervinding.....	3 0 0	1 13 6	4 13 6
Werknemer, graad III, gekwalifiseer.....	2 15 0	1 9 9	4 4 9
Werknemer, graad III, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 3 3	3 0 9
gedurende die volgende ses maande ondervinding.....	2 2 0	1 5 9	3 7 9
gedurende die volgende ses maande ondervinding.....	2 6 6	1 7 3	3 13 9
gedurende die volgende ses maande ondervinding.....	2 10 0	1 7 3	3 17 3
Werknemer, graad IV, gekwalifiseer.....	2 10 0	1 7 3	3 17 3
Werknemer, graad IV, ongekwalifiseer—			
gedurende die eerste ses maande ondervinding.....	1 17 6	1 3 3	3 0 9
gedurende die volgende ses maande ondervinding.....	2 0 0	1 3 3	3 3 3
gedurende die volgende ses maande ondervinding.....	2 2 6	1 5 9	3 8 3
gedurende die volgende ses maande ondervinding.....	2 5 0	1 5 9	3 10 9
Ambagsmanne—			
Timmermans.....	8 5 0	3 8 0	11 13 0
Elektrisiëns.....	8 15 0	3 8 0	12 3 0
Passers en draaiers.....	8 15 0	3 8 0	12 3 0
Werknemers wat nie elders uitdruklik genoem word nie.....	2 15 0	1 9 9	4 4 9

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

- (a) All employees who qualify for an increase during the period 1st January to 31st March of each calendar year shall be granted such increases on the 15th February, which falls within the period and such increases shall be applicable to the whole of the pay week in which the 15th February falls.
- (b) Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September and 1st October to 31st December of each calendar year shall accrue to employees on the 15th May, 15th August and 15th November which falls within the respective periods.

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

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

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

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

in respect of the whole day on which he performs such work plus cost of living allowance; provided that where the sole difference between classes is in terms of sub-section (1) of this section based on experience, the provisions of this sub-section shall not apply; always provided that the provisions of this sub-section shall not apply to a Boilerman's Trimmer unless he is required to do differential work for more than 1½ hours per day.

The provisions of this sub-section shall also not apply to an assistant storeman, an assistant foreman, a forewoman or an assistant forewoman when acting for a storeman, 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 outlined in sub-section (1) of this section, which in the cases of Grades 3 and 4 and "employees not elsewhere specified" represents an addition of 5s. per week and in the cases of all other grades and categories except foremen and artisans represents an addition of 6s. per week to the cost of living allowance payable in accordance with War Measure No. 43 of 1942, as amended, and shall be subject to the following:—

- (a) In the event of the said War Measure being so amended that the allowance payable thereunder shall be increased, then the allowance payable as outlined in sub-section (1) shall be increased to the extent to which the allowance in the said War Measure is increased by the said amendment.
- (b) In the event of the said War Measure being so amended that the allowance payable thereunder shall be decreased, then the allowance payable under sub-section (1) shall not be decreased below the level of the Cost of Living Allowance in force under the said War Measure as at the 2nd October, 1952.

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

- (a) Verhogings moet aan alle werknemers wat gedurende die tydperk 1 Januarie tot en met 31 Maart van 'n kalenderjaar daarvoor in aanmerking kom, toegestaan word op 15 Februarie wat binne daardie tydperk val en die verhogings is van toepassing op die hele betaalweek waarin 15 Februarie val;
- (b) so ook moet al die verhogings wat gedurende die tydperke 1 April tot en met 30 Junie, 1 Julie tot en met 30 September en 1 Oktober tot en met 31 Desember van die kalenderjaar verskuldig word, aan die werknemers toekom op 15 Mei, 15 Augustus en 15 November wat binne die betrokke tydperke val.

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

(4) *Verlaging van die loonskaal word nie toegelaat nie.*—Niks in hierdie Ooreenkoms kan tot gevolg hê dat die loonskaal van 'n werknemer verlaag word nie aan wie te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, lone in die nywerheid betaal is of kan word teen 'n hoër skaal as die minimum wat in hierdie artikel voorgeskryf word en sodanige werknemer is verder geregtig tot en die lone moet verder aan hom betaal word teen 'n skaal wat nie laer as daardie hoër skaal is nie, asof daardie hoër skaal die minimum t.o.v. daardie werknemer is; met dien verstande dat daardie werknemer by dieselfde werkgewer in diens bly of weer deur hom in diens geneem word.

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

- (a) vir wie 'n stygende loonskaal voorgeskryf is, 'n ekstra 20 persent van die loon van die laer klas is;
- (b) vir wie daar nie 'n stygende loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër skaal;

ten opsigte van die hele dag waarop daardie werk verrig word plus lewenskostoelae; met dien verstande dat wanneer die enigste verskil tussen klasse kragtens subartikel (1) van hierdie artikel op ondervinding berus, die bepalings van hierdie subartikel nie van toepassing is nie; altyd met dien verstande dat die bepalings van hierdie subartikel nie van toepassing is op 'n keteltremmer nie tensy dit van hom vereis word om vir langer as 1½ uur per dag differensiële werk te doen.

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

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

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

- (a) *Berekening van maandloon.*—Ten einde die maandloon van 'n werknemer vir wie 'n weekloon voorgeskryf is, te bereken, moet die weekloon met 4½ vermenigvuldig word.
- (b) *Berekening van weekloon.*—Ten einde die weekloon van 'n werknemer wat maandeliks betaal word, te bereken, moet die maandloon deur 4½ gedeel word.
- (c) *Berekening van uurloon.*—Die uurloon van 'n werknemer word bereken deur die weekloon deur 44 te deel.

(8) *Lewenskostoelae.*—Die lewenskostoelae wat betaal moet word, is dié wat in subartikel (1) van hierdie artikel genoem word en wat in die geval van werknemers graad 3 en 4 en "werknemers nie elders genoem nie" 'n bykomende 5s. per week verteenwoordig en in die geval van alle ander grade en kategorieë, uitgesonderd vakmanne en voormanne, 'n bykomende 6s. per week verteenwoordig by die lewenskostoelae betaalbaar kragtens Oorlogsmaatreël No. 43 van 1942 soos gewysig en is onderworpe aan die volgende:—

- (a) Ingeval genoemde Oorlogsmaatreël so gewysig word dat die toelae wat kragtens dié maatreël betaalbaar is, verhoog word, dan styg die betaalbare toelae in subartikel (1) om-skrif in dieselfde mate as wat die toelae in genoemde Oorlogsmaatreël by genoemde wysiging verhoog word.
- (b) Ingeval genoemde Oorlogsmaatreël so gewysig word dat die toelae wat kragtens dié maatreël betaalbaar is, verminder word, dan word die toelae betaalbaar kragtens subartikel (1) nie tot onder die peil van die lewenskostoelae verminder wat van krag is ooreenkomstig genoemde Oorlogsmaatreël op 2 Oktober 1952 nie.

(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—EITHER in a sealed envelope showing on the outside the employer's and employee's names, the employee's factory number, grade or category, ordinary and overtime hours of work, 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 (if any) deducted for trade union fees, contributions prescribed under the Unemployment Insurance Act No. 53 of 1946, and contributions to pensions, provident, benevolent or savings funds and also deductions made for purchases of cigarettes—OR in a transparent sealed envelope containing a slip showing the above-mentioned details; provided that the employee's name and the net amount paid are immediately visible prior to opening the envelope. 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 Employees.*—An employee shall pay the remuneration due to his casual employee in cash on termination of his employment.

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

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

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

(7) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor may 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 and provident funds, and with the consent of the employee for benevolent, mortality and retirement funds, savings fund, amounts due for the purchases of cigarettes and fees due to the National Union of Cigarette and Tobacco Workers, which Union fees shall be forwarded to the said Union monthly by the employer;
- (b) save as provided in section 8, when his employee absents himself from work, or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) whenever the ordinary hours of work prescribed in section 6 (1) are reduced on account of short-time, a deduction of one forty-fourth of the weekly wage prescribed in section 4 (1) or (4) in respect of each hour of such reduction; provided that such deduction shall not exceed six forty-fourths of the weekly wage of such employee, irrespective of the number of hours by which the ordinary hours of work are reduced; and provided that no deduction shall be made—
 - (i) in the case of short-time arising out of temporary slackness of trade or shortage of materials or stock-taking, unless the employer has given his employee not less than 24 hour's notice of his intention so to reduce the ordinary hours of work;
 - (ii) in the case of short-time arising out of a general breakdown in plant or machinery due to accident, or other unforeseen emergency in respect of the first hour not worked.
- (e) whenever protective clothing owned by the employer is not returned by an employee on termination of his services, a deduction of £1 per set of garments in accordance with sub-section (2) of section 12.

(8) *Cigarette Allowance.*—The employer shall grant to each employee fifty cigarettes per week of active employment. For the purposes of this sub-section only, annual leave granted under section 7 will be taken as active employment.

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

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens soos bepaal in artikel 7 (2), moet 'n bedrag wat aan 'n werknemer verskuldig is, wekeliks, of wanneer die werkgever en werknemer aldus skriftelik ooreengekom het, maandeliks gedurende die werkure op die gewone betaaldag van die inrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, in kontant betaal word, en moet dit in 'n verseëlde kovert wees met buite-op die werkgever en werknemer se name, die werknemer se fabrieksnummer, graad of kategorie, die getal gewone ure en oortydure wat gewerk is, die lone wat t.o.v. elkeen betaal is, die bedrag aan bonus, aanpassing, lewenskostoelae of elke ander bedrag wat betaal word, die totale besoldiging wat betaal word, en die sluitingsdatum t.o.v. die tydperk waarvoor besoldiging geskied en die bedrag wat afgetrek word vir vakverenigingsgelde, bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringwet, No. 53 van 1946, en bydraes aan pensioen-, voorsorgs, bystands- of spaarfondse en ook aftrekkings wat gedoen word vir die aankope van sigarette—of in 'n deurskynende verseëlde kovert met 'n strokie papier waarop bogenoemde besonderhede is; met dien verstande dat die werknemer se naam en die netto bedrag wat betaal word onmiddellik sigbaar is voordat die kovert oopgemaak word; met dien verstande dat wanneer 'n ooreenkoms vir 'n langer tydperk van kennisgewing as een week gesluit is, besoldiging aan die einde van elke sodanige langer tydperk betaal kan word.

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

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

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

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

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

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

- (a) 'n Aftrekking vir bydraes soos voorgeskryf kragtens die Werkloosheidsversekeringwet, No. 53 van 1946, pensioen- en voorsorgfondse en met die toestemming van die werknemer vir bystand-, sterfte- en aftrekkingsfondse, spaarfondse, bedrae verskuldig vir die aankope van sigarette, en gelde verskuldig aan die National Union of Cigarette and Tobacco Workers. Die werkgever moet dié gelde maandeliks aan genoemde vakvereniging stuur;
- (b) behoudens soos bepaal in artikel 8, wanneer sy werknemer van sy werk af wegbly, of weens 'n ongeluk of siekte afwesig is, 'n aftrekking wat in verhouding tot die tydperk van die afwesigheid is;
- (c) 'n aftrekking van enige aard wat 'n werkgever kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;
- (d) wanneer die gewone werkure soos voorgeskryf in artikel 6 (1) verminder word weens korttyd, 'n aftrekking van een vier-en-veertigste van die weekloon soos voorgeskryf in artikel 4 (1) of (4) t.o.v. elke uur van daardie vermindering; met dien verstande dat dié vermindering nie meer as ses vier-en-veertigstes van die weekloon van sodanige werknemer mag wees nie, afgesien van die getal ure waarmee die gewone werkure verminder word; en met dien verstande dat geen bedrag afgetrek kan word nie—
 - (i) in geval van korttyd wat ontstaan as gevolg van 'n tydelike slappe in die bedryf of tekort aan grondstowwe of voorraadopname, 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, t.o.v. die eerste uur wat nie gewerk word nie;
- (e) wanneer beskermdere kleren wat die werkgever se eiendom is nie deur 'n werknemer by beëindiging van sy diens teruggegee word nie, 'n aftrekking van £1 per stel kleren ooreenkomstig subartikel (2) van artikel 12.

(8) *Sigarettoelae.*—Die werkgever moet aan elkeen van sy werknemers wekeliks vyftig sigarette vir werklike diens toestaan. Slegs vir die toepassing van hierdie subartikel word jaarlikse verlof wat kragtens artikel 7 toegestaan word, as werklike diens beskou.

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

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

- (a) in the case of an employee other than a watchman—
 - (i) forty-four in any week from Thursday to Wednesday, inclusive;
 - (ii) nine in any day;
 - (iii) a week shall consist of five days only; save as provided in sub-section (10) (c) of this section no work shall be performed on a Saturday;
- (b) in the case of a watchman—
 - (i) forty-eight in any week from Thursday to Wednesday inclusive;
 - (ii) nine per shift;
 - (iii) a week may consist of six shifts;

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

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

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

- (a) if such interval be for longer than one hour, any period in excess of an hour shall be deemed to be ordinary hours of work;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(5) *Rest Intervals.*—An employee shall grant to each of his employees other than a night watchman employed in or about his establishment a rest interval of not less than ten minutes at as nearly 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) *Limitations of Hours of Work on Public Holidays and Sundays.*—For the purpose of sub-section (1) of this section, whenever an employee is required to work on a public holiday mentioned in section 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on a Saturday, shall not exceed 5 hours.

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

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

- (a) in the case of a male employee—
 - (i) save as provided in sub-section (c) for more than two hours in any day;
 - (ii) for more than 10 hours in any week;
- (b) in the case of a female employee—
 - (i) for more than two hours in any day;
 - (ii) on more than three consecutive days;
 - (iii) for more than 10 hours in any week;

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

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

- (a) In die geval van 'n werknemer, uitgesonderd 'n wag—
 - (i) vier-en-veertig in 'n week van Donderdag tot en met Woensdag;
 - (ii) nege op 'n dag;
 - (iii) 'n week moet slegs vyf dae tel; behoudens soos voorgeskryf in subartikel (10) (c) van hierdie artikel, moet daar nie op Saterdag gewerk word nie.
- (b) In die geval van 'n wag—
 - (i) agt-en-veertig in 'n week van Donderdag tot en met Woensdag;
 - (ii) nege per skof;
 - (iii) 'n week 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 kan hoogstens nege op 'n dag wees.

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

- (a) wanneer daardie onderbreking langer as een uur duur, 'n tydperk bo een uur as gewone werkure beskou moet word;
- (b) tydperke van werk wat deur 'n tussenpouse van minder as een uur onderbreek word, beskou moet word as ononderbroke.

(5) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n nagwag, wat in of by sy inrigting werk, 'n ruspouse van minstens tien minute toestaan so na as moontlik aan—

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

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

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

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

- (a) gedurende die hele ruspouse in sy werk, wanneer—
 - (i) dit hom nie vrystaan om die persele van sy werkgever gedurende daardie hele ruspouse te verlaat nie; of
 - (ii) die duur van sodanige ruspouse nie in die rekords wat kragtens artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk, gehou moet word, vermeld staan nie; en
- (b) gedurende enige ander tydperk waarin hy op die persele van sy werkgever is;

met dien verstande dat wanneer dit bewys word dat daardie werknemer nie gewerk het nie en dat hy die persele kon verlaat gedurende enige gedeelte van 'n tydperk wat in paragraaf (b) genoem word, die veronderstelling waarvoor voorsiening in hierdie subartikel gemaak word, nie t.o.v. daardie werknemer vir daardie gedeelte van die tydperk van toepassing is nie.

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

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

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

- (a) in die geval van 'n manlike werknemer—
 - (i) behoudens soos bepaal in subartikel (c), meer as twee uur oortydwerk op 'n dag te verrig nie;
 - (ii) meer as 10 uur in 'n week oortydwerk te doen nie;
- (b) in die geval van 'n vroulike werknemer—
 - (i) meer as twee uur op 'n dag oortydwerk te doen nie;
 - (ii) op meer as drie agtereenvolgende dae oortydwerk te doen nie;
 - (iii) meer as 10 uur in 'n week oortydwerk te doen nie;

- (iv) 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 sixpence in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;

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

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

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

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

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

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

7. ANNUAL LEAVE.

(1) Save as provided in sub-sections (c) and (d) of this section, an employer shall grant to his employee in respect of each calendar year annual leave commencing during 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, twelve consecutive working days on full pay, provided that the said twelve days, Christmas Day, Boxing Day and New Year's Day form one continuous period of leave.

(b) In the case of an employee who becomes such after the 15th January of the calendar year to which such leave relates, nine hours on full pay in respect of each completed one month of employment. An employer may require such employee to take additional leave without remuneration up to a total period not exceeding twelve 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 watchmen, cleaners and employees in the Leaf Store and Despatch Department during the period 1st October to 28th February immediately following.

(d) A monthly paid employee may be required or permitted to take his annual leave on full pay of the duration prescribed in sub-section (a) or (b) at any other time but to commence not later than within two months of the completion of each year of employment to which the leave relates.

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

(3) An employee whose contract of employment terminates before the period of leave referred to in sub-section (1) has accrued, shall, upon such termination be paid in respect of each completed one month of such period of less than one calendar year not less than 9 hours full pay and cost of living allowance based on the weekly wage which he was receiving immediately before the date of such termination.

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

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

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

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

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

(2) aan daardie werknemer 'n voldoende maaltyd 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 Saterdag werk nie, meer as vyf uur oortydwerk op die dag te werk nie.

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

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

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

(14) *Voorbehoud.*—Die bepalinge van subartikels (4), (6) en (10) van hierdie artikel is nie van toepassing op 'n manlike werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaar-raking van installasie of masjinerie of ander onvoorsiene nood-geval nie, of i.v.m. die opknapping aan of herstelwerk van instal-lasie of masjinerie, wat nie gedurende gewone werkure verrig kan word nie, en die bepalinge van subartikels (4), (5), (7) en (10) van hierdie artikel is nie op 'n wag van toepassing nie.

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

7. JAARLIKSE VERLOF.

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

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

(b) in die geval van 'n werknemer wat na 15 Januarie van die kalenderjaar waarop die verlof betrekking het, in diens tree, nege uur met volle besoldiging t.o.v. elke voltooi-de maand diens. 'n Werkgewer kan sodanige werknemer ver-plig om 'n totale tydperk tot hoogstens twaalf agtere-en-volgende werkdae ekstra verlof sonder besoldiging te neem gedurende die tydperk van verlof wat in subartikel (a) hier-van genoem word;

(c) ondanks die bepalinge van subartikels (a) en (b) en ter ver-vanging daarvan, het 'n werkgewer die reg om die getal dae verlof met volle besoldiging kragtens genoemde sub-artikels aan wagte, skoonmakers en werknemers in die blaarstoor en versendingsafdeling toe te staan gedurende die tydperk 1 Oktober tot 28 Februarie wat onmiddellik daarop volg;

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

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

(3) 'n Werknemer wie se dienskontrak eindig voordat die tyd-perk van verlof wat in subartikel (1) genoem is, verskuldig geword het, moet by diensbeëindiging t.o.v. elke voltooi-de maand van daardie tydperk van minder as een kalenderjaar minstens nege uur volle besoldiging en lewenskostetoelae betaal word, wat gebaseer is op die weekloon wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

(4) In die geval van 'n werknemer wat stukwerk verrig, moet sy loon vir die toepassing van hierdie artikel gebaseer word op die gemiddelde loon wat hy vir gewone tyd waarin werk verrig is, verdien het tot die naste twaalf weke voltydse diens voor sy vakansieverlof.

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

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

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

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

8. SICK LEAVE.

An employer shall grant to his employee who is absent from work—

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employer shall grant leave on full pay to an employee, other than a watchman, on New Year's Day, Good Friday, Easter Monday, May Day (1st May), Ascension Day, Queen's Birthday, two days during the period 1st September to 31st October, Day of the Covenant, Christmas Day and Boxing Day.

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

- (a) in respect of a Sunday, pay the employee not less than double the wage payable to him in respect of the period ordinarily worked by him on a weekday, i.e. nine hours; provided that an employer may pay an employee who works on a Sunday, one and a half times the weekly wage prescribed in section 4 (1) or section 4 (4) for an employee of his class divided by 44 for each hour or part of an hour so worked; and grant him within seven days of such Sunday, one day's leave and pay him in respect thereof not less than the weekly wage prescribed in section 4 (1) or section 4 (4) for an employee of his class divided by five;
- (b) in respect of a public holiday, pay the employee his ordinary wage in respect of the time worked, any part of an hour worked counting as a completed hour, in addition to the pay due under sub-section (1) hereof.

10. PROPORTION OR RATIO.

An employer shall not employ—

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

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

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

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

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

8. SIEKTEVERLOF.

'n Werkgever moet die volgende aan sy werknemer toestaan wat 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 Ongevalwet, 1941, betaalbaar is, altesaam 88 werkure siekteverlof gedurende 'n tydperk van twaalf agtereenvolgende maande diens by hom, en hy moet hom op of voor die tweede betaaldag na sy terugkeer na werk t.o.v. elke uur daarvan minstens een vier-en-veertigste van die weekloon wat hy onmiddellik voor die aanvang van daardie verlof ontvang het, betaal; met dien verstande dat die werkgever kan vereis dat 'n getekende sertifikaat van 'n geregistreerde geneesheer voorgelê word t.o.v. elke tydperk van afwesigheid waarvoor aanspraak op besoldiging gemaak word;
- (b) weens 'n ongeval waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, 'n bedrag wat gelyk is aan die verskil tussen die skadeloosstelling wat vir loon waf verloor is en die werklike bedrag aan loon wat verloor is, betaal word; met dien verstande dat daardie bedrag nie meer as die bedrag vir siekteverlof wat kragtens subartikel (a) van hierdie artikel aan daardie werknemer verskuldig is, kan wees nie, en dat dit van sodanige siektebesoldiging afgetrek kan word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgever moet verlof met volle besoldiging aan 'n werknemer, uitgesonderd 'n wag, toestaan op Nuwejaarsdag, Goie Vrydag, Paasmaandag, Meidag (1 Mei), Hemelvaartdag, Koninginsverjaardag, twee dae gedurende die tydperk 1 September tot 31 Oktober, Geloftedag, Kersdag en Tweede Kersdag.

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

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

10. GETALLEVERHOUDING.

Geen werkgever mag—

- (a) 'n ongekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, stoorman, werknemer graad I en graad II, in diens neem tensy hy onderskeidelik 'n gekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, stoorman, werknemer graad I en graad II in diens het en vir elke gekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, stoorman werknemer graad I en graad II, kan hy nie meer as een ongekwalifiseerde klerklike werknemer in 'n fabriek, versendingsklerk, ontvangklerk, stoorman, werknemer graad I, en graad II, in diens neem nie;
- (b) meer as twee ongekwalifiseerde werknemers graad III en/of graad IV in sy diens neem nie, tensy hy drie gekwalifiseerde werknemers graad III en/of graad IV in diens het nie en vir elke drie gekwalifiseerde werknemers graad III en/of graad IV mag hy nie meer as twee ongekwalifiseerde werknemers graad III en/of graad IV in diens neem nie. Vir die toepassing van hierdie subartikel moet werknemers graad III en IV as een groep werknemers gereken word; met dien verstande dat 'n ongekwalifiseerde werknemer wat in enigeen van die klasse wat genoem word, en wat 'n loon verdien van minstens dié wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, vir die toepassing van hierdie artikel as 'n gekwalifiseerde werknemer gereken kan word.

11. 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 on 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. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall grant two sets 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.

13. BEVERAGES.

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

14. 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.

15. ORGANISATION OF EMPLOYEES.

An official of the Trade Union, duly authorised by the Trade Union, may with the permission of the employer from time to time enter a section of his establishment prescribed by the employer during the lunch hour for the purpose of carrying on trade union activities; provided that any representative of the employer may be present at such activities.

16. RECORDS.

(1) The employer shall issue a certificate of service free of charge to each of his employees at the time when he leaves the employer's service. The certificates shall be in the form of Annexure A to this Agreement.

(2) Every employee shall on engagement complete a statement of experience in the form of Annexure B to this Agreement. This shall be used by the employer as the sole means of determining the employee's experience or otherwise in the industry.

(3) The employer shall not later than the 15th of the succeeding month forward to the Secretary of the Union a list of employees who have been engaged and/or whose services have been terminated during each calendar month.

17. 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;

11. STUKWERK.

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

(2) 'n Werkgewer mag 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 stukwerkskale wat in subartikel (1) voorgeskryf word, vertoon hou en mag daardie skale nie verander nie tensy hy sy werknemers minstens twee weke tevore kennis gee van die voorgestelde verandering.

12. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet aan elkeen van sy werknemers twee stelle beskermende klere, in goeie toestand, met inbegrip van 'n pet, vir elke vroulike werknemer kosteloos verskaf binne een week na die aanvang van sy diens, of, na gelang van die jongste datum, een maand na die inwerkingtreding van hierdie Ooreenkoms en moet daardie beskermende klere vernuwe na gelang dit nodig is, maar nie meer as een keer in elke 12 maande diens nie, onderworpe aan subartikel (2) van hierdie artikel. 'n Werknemer aan wie beskermende klere ooreenkomstig hierdie bepalings uitgereik is, moet verplig word om daardie klere gedurende al die werkure te dra en is verantwoordelik vir die goeie toestand en was en stryk van die beskermende klere; met dien verstande dat 'n werkgewer sy beskermende klere kan was en stryk en 'n werknemer se reg om die beskermende klere van die inrigting te verwyder, kan ontnem; en voorts met dien verstande dat, wanneer beskermende klere en toestelle kragtens die Fabriekswet verskaf moet word, die werkgewer hulle kosteloos moet verskaf en in goeie toestand hou.

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

13. DRANKE.

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

14. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

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

15. ORGANISEER VAN WERKNEMERS.

'n Beampte van die vakvereniging wat behoorlik deur die vakvereniging gemagtig is, mag met die toestemming van die werkgewer van tyd tot tyd 'n afdeling van sy inrigting soos deur die werkgewer aangewys, gedurende die middaggetensuur besoek met die doel om vakverenigingsake te behartig; met dien verstande dat 'n verteenwoordiger van die werkgewer by die besprekings aanwezig kan wees.

16. REKORDS.

(1) Die werkgewer moet aan elkeen van sy werknemers wanneer hy die werkgewer se diens verlaat, kosteloos 'n dienssertifikaat uitreik. Die sertifikaat moet in die vorm van Aanhangsel A van hierdie Ooreenkoms wees.

(2) Elke werknemer moet by indiensneming 'n staat van ondervinding invul in die vorm van Aanhangsel B van hierdie Ooreenkoms. Dit moet deur die werkgewer gebruik word as die enigste middel om die werknemer se ondervinding of andersins in die nywerheid vas te stel.

(3) Die werkgewer moet voor of op die 15de van die daaropvolgende maand aan die sekretaris van die vakvereniging 'n lys stuur van die werknemers wat in diens geneem is en/of wie se diens beëindig is gedurende elke kalendermaand.

17. BEÏNDIGING VAN DIENSKONTRAK.

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

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

(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 the 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.

18. SAVINGS CLAUSE.

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

19. EXHIBITION OF AGREEMENT.

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

Signed at Cape Town this 8th day of February, 1957.

H. W. KLERCK,
Chairman.

S. COHEN,
Duly Authorised Representative (Employer).

A. SCHEEPERS,
Duly Authorised Representative (Employees).

J. McCLUSKIE,
Secretary.

Witnesses:—

- (1) H. L. DE WET.
- (2) G. DU TOIT.

ANNEXURE "A".

Reference No. _____

CERTIFICATE OF SERVICE.

Employee's full name _____
surname in capital letters).

Formerly known as _____

Employee's house address _____

Clock card No. _____

Grade _____

Last occupation _____

Since (date) _____

* Wage received at time of leaving £ _____
per week/month plus C.O.L.A. _____ per week/month.

Date of last increase _____

Date of entering service _____

Date of leaving service _____

Employer's Signature.

Date of issue _____

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

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

(2) Wanneer 'n ooreenkoms kragtens paragrawe (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 waartoe ooreengekom is.

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

18. VOORBEHOUDSBEPALINGS.

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

19. VERTONING VAN OOREENKOMS.

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

Op hede die 8ste dag van Februarie 1957 in Kaapstad onderteken.

H. W. KLERCK,
Voorsitter.

S. COHEN,
Behoorlik Gemagtigde Verteenwoordiger (Werkgewer).

A. SCHEEPERS,
Behoorlik Gemagtigde Verteenwoordiger (Werknemers).

J. McCLUSKIE,
Sekretaris.

Getuies:—

- (1) H. L. DE WET.
- (2) G. DU TOIT.

AANHANGSEL A.

Verw. no. _____

DIENSSERTIFIKAAT.

Werknemer se naam voluit _____

Familienaam in hoofletters _____

Vroeër bekend as _____

Werknemer se huisadres _____

Klokkaart No. _____

Graad _____

Jongste werk _____

Sedert (datum) _____

* Loon ontvang op datum van uitdienstreding £ _____
per week/maand _____ plus L.K.T. per week/maand.

Datum van jongste verhoging _____

Datum van indienstreding _____

Datum van uitdienstreding _____

Werkgewer se handtekening.

Datum van uitreiking _____

* In die geval van stukwerkers, vermeld asb. hul minimum tydskaalloon per week.

ANNEXURE "B".

Reference No. _____

STATEMENT OF EXPERIENCE.

NOTE.—This statement must be filled in accurately. Any person who, knowingly, makes or causes to be made any false statement shall be guilty of an offence and is liable to prosecution in terms of section seventy-three of the Industrial Conciliation Act, 1956.

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 _____

No. 773.]

[24 May 1957.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

TOBACCO MANUFACTURING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Tobacco Manufacturing Industry (Cape) published under Government Notice No. 772 of the 24th 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 B.

Verw. no. _____

VERKLARING VAN ONDERVINDING.

LET WEL.—Hierdie verklaring moet korrek ingevul word. Elke persoon wat bewus 'n vals verklaring aflê of laat aflê, is skuldig aan 'n oortreding en kan vervolgd word kragtens artikel drie-en-sewentig van die Wet op Nywerheidsversoening, 1956.

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

Voorname _____

Vroeër bekend as _____

Huisadres _____

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

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

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

Datum _____

Werknemer se handtekening _____

Getuie _____

No. 773.]

[24 Mei 1957.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

TABAKVERVAARDIGINGSNYWERHEID (KAAP).

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 Ooreenkooms en kennisgewing in verband met die Tabakvervaardigingsnywerheid (Kaap) gepubliseer by Goewermentskennisgewing No. 722 van 24 Mei 1957 vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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INVOERDERS UITVOERDERS NYWERAARS

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*Die maandblad
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VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenvoordigers het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid