

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

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

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

GOEWERMENTSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 1962.]

[27 Julie 1951.]

NYWERHEID-VERSOENINGSWET, 1937.
TABAKNYWERHEID (RUSTENBURG).

* No. 1962.]

[27 July 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.
TOBACCO INDUSTRY (RUSTENBURG).

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

I, PAUL OLIVER SAUER, Acting Minister of Labour, hereby—

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Tabaknywerheid, vanaf die 1ste dag van Augustus 1951 en vir die tydperk wat eindig op die 31ste dag van Augustus 1953 bindend is op die werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tobacco Industry, shall be binding from the 1st day of August, 1951, and for the period ending the 31st day of August, 1953, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepaling vervat in klousules 3 tot en met 17 en 20 tot en met 23 van genoemde Ooreenkoms vanaf die 1ste dag van Augustus 1951 en vir die tydperk wat eindig op die 31ste dag van Augustus 1953 bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Rustenburg; en

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 17 (inclusive) and 20 to 23 (inclusive) of the said Agreement shall be binding from the 1st day of August, 1951, and for the period ending the 31st day of August, 1953, upon the other employers and employees engaged or employed in the said Industry in the municipal area of Rustenburg; and

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 17 en 20 tot en met 23 van genoemde Ooreenkoms vanaf die 1ste dag van Augustus 1951 en vir die tydperk wat eindig op die 31ste dag van Augustus 1953 in die munisipale gebied Rustenburg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Rustenburg and from the 1st day of August, 1951, and for the period ending the 31st day of August, 1953, the provisions contained in clauses 3 to 17 (inclusive) and 20 to 23 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

P. O. SAUER,
Waarnemende Minister van Arbeid.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG).

OOREENKOMS

ingevoelge die Nywerheid-versoeningswet, 1937, gesluit en aangegaan deur die

„United Tobacco Companies (South), Limited”, Rustenburg (hierna „die werkgewers” genoem), aan die een kant, en die Rustenburg Tabakwerkersvereniging

(hierna „die werknemers” of „die vakvereniging” genoem, aan die ander kant, wat die partye is by die nywerheidsraad vir die Tabaknywerheid, Rustenburg.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die munisipale gebied Rustenburg nagekom word deur die „United Tobacco Companies (South), Ltd.”, en deur al die werknemers van die Maatskappy wat in die nywerheid in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister vasstel en bly van krag tot 31 Augustus 1953, of 'n tydperk wat deur die Minister van Arbeid vasgestel word.

3. WOORDBEPALINGS.

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

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „ambagsman”, 'n geskoolde monteur en draaier, elektrisiën of timmerman wat die erkende termyn van vakleerlingskap en leervooraardes in sy bedryf gedien en voltooi het, of wat op 'n ander wyse in daardie bedryf geskool geword het;
- „assistent-voorman”, 'n werknemer wat 'n voorman help by die verrigting van sy taak en wat gedurende sy afwesigheid vir hom kan waarneem;
- „assistent-voorvrou”, 'n werknemer wat 'n voorvrou help by die verrigting van haar taak en wat gedurende haar afwesigheid vir haar kan waarneem;
- „ketelbediener”, 'n werknemer wat 'n stoomketel stook en die regte waterstand en stoomdruk op peil hou en wat ook die vure aan die brand hou en trek en/of as verwyder;
- „los werknemer”, 'n werknemer wat hoogstens vier dae in 'n week by dieselfde werkgewer in diens is;
- „onderbaas”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou, versendingsklerk, magasynmeester, of opsigter in beheer is oor graad II-en/of graad IIA-en/of graad III-werknemers en/of arbeiders;
- „versendingsklerk”, 'n werknemer wat fabrieksklerklike werk verrig en wat eerste verantwoordelik is vir die verpakking en/of nadel van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van sodanige goedere, die nadel van pakkette en die merk en adresseer daarvan.
- „versendingsklerk, gekwalifiseer”, 'n versendingsklerk met minstens vyf jaar ervaring;
- „versendingsklerk, ongekwalifiseer”, 'n versendingsklerk met minder as vyf jaar ervaring;
- „inrigting”, elke perseel wat ingeвоelge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos van tyd tot tyd gewysig, geregistreer moet word en elke perseel waarin goedere of materiaal gebêre word vir die doel van vervaardiging, of verpakking en kantore wat registreer by fabriekskontrole betrokke is, maar met uitsondering van persele (of gedeeltes van persele) wat as ander kantore, of as verkoop- of distribusiedépotte vir vervaardigde goedere gebruik word;
- „nasiener”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman, assistent-voorvrou of opsigter die werk wat verrig is deur graad I-, graad II-, tabakverpakker, graad IIA-, graad III-werknemers en/of arbeiders nasien vir foute of gebreke in daardie werk, en wat verantwoordelik is vir die kwaliteit en juistheid van die verrigte werk, sodanige werk mag distribueer en aantekening mag hou van sy/haar werksaamhede;
- „nasiener, gekwalifiseer”, 'n nasiener met minstens twaalf maande ervaring;
- „nasiener, ongekwalifiseer”, 'n nasiener met minder as twaalf maande ervaring;
- „ervaring”—

- (a) met betrekking tot 'n nasiener, afdelingsman, fabrieksklerklike werknemer, versendingsklerk, ontvangkierk of magasynmeester, die totale tydperk of tydperke wat 'n werknemer in die nywerheid gewerk het as onder-skeidelik 'n nasiener, afdelingsman, fabrieksklerklike werknemer, versendingsklerk, ontvangkierk of magasynmeester;
- (b) met betrekking tot 'n graad I-werknemer, die totale tydperk of tydperke wat 'n werknemer in die nywerheid gewerk het as 'n graad I-werknemer;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TOBACCO
MANUFACTURING INDUSTRY (RUSTENBURG).

AGREEMENT

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

The United Tobacco Companies (South), Limited, Rustenburg (hereinafter called “the employer”), of the one part, and

The Rustenburg Tabakwerkersvereniging (hereinafter called “the employees” or “the trade union”), of the other part;

being the parties to the Industrial Council for the Tobacco Manufacturing Industry (Rustenburg).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the municipal area of Rustenburg by the United Tobacco Companies (South), Ltd., and by all employees of such Company who are employed in the Industry and who are members of the trade union 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 and shall remain in force until the 31st August, 1953, or for such period as may be determined by the Minister of Labour.

3. DEFINITIONS.

Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, and unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

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

“assistant foreman” means a male employee who assists a foreman in the performance of his duties and who may act for him during his absence;

“assistant forewoman” means a female employee who assists a forewoman in the performance of her duties and who may act for her in her absence;

“boiler attendant” means an employee engaged in firing a boiler and maintaining correct water level and authorised steam pressure, and who also maintains and draws the fires and/or removes the ashes;

“casual employee” means an employee who is employed by the same employer on not more than four days in any week;

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

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

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

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

“establishment” means any premises 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, tobacco packer, grade IIA, grade III employees and/or labourers for faults or defects in such work and who is responsible for the quality and accuracy of the work performed, and who may distribute such work and may keep records relating to his/her duties;

“examiner, qualified,” means an examiner who has had not less than twelve months' experience;

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

“experience” means—

- (a) in relation to an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk, or, storeman, the total period or periods during which an employee has worked in the Industry as an examiner, sectionman, factory clerical employee, despatch clerk, receiving clerk or storeman respectively;
- (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) met betrekking tot 'n graad II-werknemer en/of tabak-verpakker, die totale tydperk of tydperke wat 'n werknemer in die nywerheid gewerk het as 'n graad II-werknemer en/of tabakverpakker;
- (d) met betrekking tot 'n graad IIA- of 'n graad III-werknemer, die totale tydperk of tydperke wat 'n werknemer in die nywerheid gewerk het as 'n graad IIA- of 'n graad III-werknemer;

met dien verstande dat as 'n werknemer in graad II, 'n tabak-verpakker, graad IIA- en/of 'n graad III-werknemer na 'n hoër graad bevorder word, die totale tydperk of tydperke wat hy in die graad waaruit hy bevorder word, gewerk het, ses maande na die datum van sodanige bevordering gereken moet word as ervaring in die graad waarna hy bevorder is; „fabrieksklerklike werknemer”, 'n manlike of vroulike werknemer wat nie elders gespesifiseer word nie, wat deur middel van skryfwerk of tikwerk in 'n inrigting bestellings uitmaak, nasien, berekenings maak, aantekening hou van verrigte werk en pligte en/of korrespondensie wat daarby behoort verrig en wat kontant mag invorder en hanteer;

„fabrieksklerklike werknemer, manlik, gekwalifiseer,” 'n manlike fabrieksklerklike werknemer met minstens vyf jaar ervaring;

„fabrieksklerklike werknemer, manlik, ongekwalifiseer,” 'n manlike fabrieksklerklike werknemer met minder as vyf jaar ervaring;

„fabrieksklerklike werknemer, vroulik, gekwalifiseer,” 'n vroulike fabrieksklerklike werknemer met minstens vier jaar ervaring;

„fabrieksklerklike werknemer, vroulik, ongekwalifiseer,” 'n vroulike fabrieksklerklike werknemer met minder as vier jaar ervaring;

„fabrieksbood”, 'n werknemer wat mondelinge, skriftelike of telefoniese boodskappe binne 'n inrigting ontvang en/of aflewer en wat skriftelike aantekening van daardie boodskappe kan hou;

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

„voorvrou”, 'n vroulike werknemer wat die voorman help by die verrigting van sy/haar taak en wat gedurende sy/haar afwesigheid vir hom/haar kan waarneem;

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

- (1) 'n Kraggedrewe blaarkondisioneringsmasjien bedien;
- (2) 'n tabakdroogmasjien bedien (met inbegrip van 'n verkoelmassjien);
- (3) 'n vakuumproses-kondisioneringsinstallasie bedien;
- (4) afweeg en aantekening hou van vogtigheidstoetse;

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

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

„graad II-werknemer”, 'n werknemer wat in verband met die vervaardiging van sigarette, of kerftabak een of meer van die onderstaande werksaamhede verrig:—

- (1) 'n Outomatiese soldeermasjien bedien;
- (2) 'n geurmengmasjien bedien;
- (3) 'n „gang”-gleufmasjien bedien (blik);
- (4) 'n hidrouliese tabakpers bedien;
- (5) 'n blaastroop- of stingelmasjien bedien;
- (6) 'n tabaksakkiemasjien bedien;
- (7) 'n kraggedrewe hyser bedien;
- (8) 'n kraggedrewe saag bedien;
- (9) 'n rooster en droogmasjien bedien;
- (10) 'n afvalskoonmaakmasjien bedien;
- (11) 'n half-outomatiese messlypmasjien bedien;
- (12) 'n stempelmasjien (blik) bedien;
- (13) 'n synaaf- of dubbelnaatmasjien (blik) bedien;
- (14) 'n bliksnymasjien (guillotine) bedien;
- (15) 'n tabaksnymasjien bedien;
- (16) 'n tabakgeursilinder bedien;
- (17) 'n tabakverpakkingsmasjien bedien;
- (18) 'n transparantmateriaal-toedraaimasjien bedien;
- (19) help met en aantekening hou van ontvangs en/of uitreiking van materiale en/of vervaardigde goedere;
- (20) kos kook;
- (21) messe slyp;
- (22) to. 'g hou op die stoom van tabak;

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

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

„graad IIA-werknemer”, 'n werknemer wat in verband met die vervaardiging van sigarette of kerftabak een of meer van die volgende werksaamhede verrig: Voer aan, sorteer of afneem van Quester-tabakverpakkingsmasjiene;

„graad IIA-werknemer, gekwalifiseer,” 'n graad IIA werknemer met minstens een jaar ervaring;

„graad IIA-werknemer, ongekwalifiseer,” 'n graad IIA werknemer met minder as een jaar ervaring;

(c) in relation to a grade II employee or a tobacco packer the total period or periods during which an employee has worked in the Industry as a grade II employee or a tobacco packer;

(d) in relation to a grade IIA or a grade III employee the total period or periods during which an employee has worked in the Industry as a grade IIA or a grade III employee;

provided that when an employee in grade II, a tobacco packer, grade IIA or grade III is transferred to a higher grade, the total period that he has worked in the grade from which he is transferred shall count as experience in the grade to which he is transferred, six months after the date of such transfer;

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

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

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

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

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

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

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

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

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

- (1) Operating a power driven leaf conditioning machine;
- (2) operating a tobacco drying machine (including a cooling machine);
- (3) operating a vacuum process conditioning plant;
- (4) weighing and recording moisture tests;

“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 cigarette or cut tobacco in one or more of the following operations:—

- (1) Operating an automatic soldering machine;
- (2) operating a casing machine;
- (3) operating a gang slitting machine (tin);
- (4) operating a hydraulic tobacco press;
- (5) operating a leaf stripping or stemming machine;
- (6) operating a pouch packing machine;
- (7) operating a power driven lift;
- (8) operating a power driven saw;
- (9) operating a roasting and drying machine;
- (10) operating a scrap cleaning machine;
- (11) operating a semi-automatic knife grinding machine;
- (12) operating a stamping machine (tin);
- (13) operating a side or double seaming machine (tin);
- (14) operating a tin cutting (guillotine) machine;
- (15) operating a tobacco cutting machine;
- (16) operating a tobacco flavouring cylinder;
- (17) operating a tobacco packing machine;
- (18) operating a transparent material wrapping machine;
- (19) assisting with and recording the receiving and/or issuing of materials and/or manufactured goods;
- (20) cooking meals;
- (21) knife grinding;
- (22) 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 IIA employee” means an employee employed in or in connection with the manufacture of cigarette or cut tobacco in one or more of the following operations: Feeding, sorting or taking off from Quester tobacco packing machines;

“grade IIA employee, qualified,” means a grade IIA employee who has had not less than one year's experience;

“grade IIA employee, unqualified,” means a grade IIA employee who has had less than one year's experience;

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

- (1) ’n Entmasjiën bedien;
 - (2) ’n kode-datumstempel bedien;
 - (3) ’n hoekverstywer masjiën bedien;
 - (4) ’n riefelmasjiën (blik) bedien;
 - (5) ’n handkragguillotine vir sny van papier of bord bedien;
 - (6) ’n masjiën vir aanbring van lemme in deksels (blik) bedien;
 - (7) ’n lemkleuwemasjiën (blikkie) bedien;
 - (8) ’n kraggedrewe gommasjiën bedien;
 - (9) ’n wals- of middelstukvormemasjiën (blikkies) bedien;
 - (10) ’n stingelwalsmasjiën bedien;
 - (11) ’n blikverhittingsmasjiën bedien;
 - (12) ’n tabakbereiding- en/of stofverwydersilinder bedien;
 - (13) aksynsseëls met die hand opplaak;
 - (14) papier, transparantmateriaal en/of bladmetaal sny met ’n handsnymasjiënapparaat (masjiën);
 - (15) fabrieksode;
 - (16) tabakkerfmasjiën voer;
 - (17) pakkies en/of sakkies voer aan en afneem van transparantmateriaaltoedraaimasjiën;
 - (18) voer aan, sorteer en afneem van tabakverpakkingsmasjiëne (nie elders gespesifiseer nie), en/of tabakpakkiesmasjiëne;
 - (19) met die hand etiketteer;
 - (20) sakkies, pakkies of tabaksakkies met die hand maak;
 - (21) gom maak;
 - (22) papiervoerings vir grootmaattabakhouers opmaak;
 - (23) tabak in grootmaat verpak, oor 16 ons tot en met 10 pd.;
 - (24) deksels of plaatjies op leë of gevulde doosliggame of blikkies met die hand plaas;
 - (25) rubberbande om tabaksakkies plaas en/of tabaksakkies verseël;
 - (26) blikkie, sakkie of pakkie op vultregter plaas;
 - (27) blikkies vir soldeer prik;
 - (28) met rubberstempels tjap;
 - (29) blikkies met die hand soldeer;
 - (30) blikkies toets na hulle gesoldeer is;
 - (31) transparant met die hand toedraai;
 - (32) afweeg en aantekening hou van gewigte- nie elders gespesifiseer nie;
 - (33) verpakte tabak in buitehouers met die hand toedraai;
- „graad III-werknemer, gekwalifiseer,” ’n graad III-werknemer met minstens een jaar ervaring;
- „graad III-werknemer, ongekwalifiseer,” ’n graad III-werknemer met minder as een jaar ervaring;
- „arbeider”, ’n werknemer wat in verband met die vervaardiging van sigarette of kerftabak een of meer van die volgende werksaamhede verrig:—

- (1) ’n Handdomkragtabakpers bedien;
- (2) ’n hystoestel bedien;
- (3) ’n tabakprop-afwerkmasjiën bedien;
- (4) ’n tabakafval-sifmasjiën bedien;
- (5) geurbestanddele of mengsel- of kleurmateriale aan tabak met die hand toevoeg;
- (6) duie inmekaarsit of houtkissies, kiste of kratte met die hand maak;
- (7) op afleweringsmotors of voertuie help;
- (8) blaartabak in bale verpak;
- (9) persele, installasie, masjinerie, werktuie, gereedskap, gerei of voertuie skoonmaak;
- (10) tabak of blare met die hand skoonmaak;
- (11) gebruikte baalmateriale bymekaarmaak, uitsoek en/of bondel;
- (12) papier van rolle met die hand afsny;
- (13) tabak vogtig maak of in vloeistof inoep;
- (14) boodskappe, briewe of goedere te voet of met ’n handvoertuig of fiets aflewer maar nie ’n motorfiets nie;
- (15) tabak op stoom- of gaspanne droogmaak;
- (16) voer aan, opvang, sorteer en afneem van masjiëne in grade I, II en III, nie elders gespesifiseer nie;
- (17) ’n tabakpers vul en/of leegmaak;
- (18) tuinmaak;
- (19) papiervoerings insit;
- (20) laai of aflaai;
- (21) vuur maak, aan die brand hou of trek en/of afval of as verwyder;
- (22) tabakblare en/of kerftabak in mengsels met die hand vermeng;
- (23) artikels verplaas, dra of stapel;
- (24) olie en smeer;
- (25) kiste of bale, pakkette of ander houers oopmaak of toemaak;
- (26) in oop en gestandaardiseerde houers verpak;
- (27) tabak in grootmaat verpak, oor 10 pd.;
- (28) stingels uitsoek;
- (29) gekerfde tabak op vervoerbande plaas en/of omdraai;
- (30) kos en/of drankke berei en/of opdien, maar nie kos kook nie;
- (31) ’n handvoertuig stoot of trek;
- (32) bindblare met die hand verwyder;

“grade III employee” means an employee employed in or in connection with the manufacture of cigarette or cut tobacco in one or more of the following operations:—

- (1) Operating a butting machine;
- (2) operating a code dating machine;
- (3) operating a corner staying machine;
- (4) operating a crimping machine (tin);
- (5) operating a hand operated guillotine for cutting paper or board;
- (6) operating a machine for fixing cutters in lids;
- (7) operating a machine for recessing for cutters (tin);
- (8) operating a power driven gumming machine;
- (9) operating a rolling or body forming machine (tin);
- (10) operating a stem rolling machine;
- (11) operating a tin heating machine;
- (12) operating a tobacco dressing and/or dust extracting cylinder;
- (13) affixing excise stamps by hand;
- (14) cutting paper, transparent material and/or foil by hand operated cutting device (machine);
- (15) factory messenger;
- (16) feeding tobacco cutting machine;
- (17) feeding and taking off packets and/or bags from transparent material wrapping machine;
- (18) feeding, sorting and taking off from tobacco packing machines (not elsewhere specified) and/or tobacco packing machines;
- (19) labelling by hand;
- (20) making bags, packets or pouches by hand;
- (21) making paste;
- (22) making up inner paper linings for bulk containers of tobacco;
- (23) packing tobacco in bulk, over 16 ozs. up to and including 10 lb.;
- (24) placing lids or taggers on to empty or filled box bodies or tins by hand;
- (25) placing rubber bands around pouches and/or sealing pouches;
- (26) placing tin, bag or packet on funnel;
- (27) pricking tins preparatory to soldering;
- (28) rubber stamping;
- (29) soldering tins by hand;
- (30) testing tins after being soldered;
- (31) transparent wrapping by hand;
- (32) weighing and recording weights—not elsewhere specified;
- (33) wrapping packed tobacco into outers by hand;

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

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

“labourer” means an employee employed in or in connection with the manufacture of cigarette or cut tobacco in one or more of the following operations:—

- (1) operating a hand ratchet tobacco press;
- (2) operating a hoist;
- (3) operating a tobacco plug trimming machine;
- (4) operating a tobacco scrap sieving machine;
- (5) applying flavour, casing or colouring material to tobacco by hand;
- (6) assembling shoofs or making wooden cases, boxes or crates by hand;
- (7) assistants on delivery vans or vehicles;
- (8) baling leaf tobacco;
- (9) cleaning premises, plant, machinery, implements, tools, utensils or vehicles;
- (10) cleaning tobacco or leaf by hand;
- (11) collecting, sorting and/or bundling used baling materials;
- (12) cutting paper from reels by hand;
- (13) damping tobacco or dipping it into liquid;
- (14) delivering messages, letters or goods on foot or by means of a manually propelled vehicle or a bicycle, other than a motor cycle;
- (15) drying tobacco on steam or gas pans;
- (16) feeding, catching, sorting and taking off from machines in grades I, II and III not elsewhere specified;
- (17) filling and/or emptying a tobacco press;
- (18) gardening;
- (19) inserting paper linings;
- (20) loading or unloading;
- (21) making, maintaining or drawing fires and/or removing refuse or ashes;
- (22) mixing leaf and/or cut tobacco into blends by hand;
- (23) moving, carrying or stacking articles;
- (24) oiling and greasing;
- (25) opening or closing boxes or bales, packages or other containers;
- (26) packing into open and standardized containers;
- (27) packing tobacco in bulk (over 10 lb.);
- (28) picking out stems;
- (29) placing and/or turning over cut tobacco on conveyor belts;
- (30) preparing and/or serving food and/or beverages, other than cooking meals;
- (31) pushing or pulling a manually propelled vehicle;
- (32) removing tie leaves by hand;

- (33) houters verseël;
- (34) tabakblare op vervoerband of tafel van mekaar skei en reguit lê;
- (35) toedraaimateriaal uitsoek;
- (36) tabak stapel, massahoeveelhede maak of blikke („bins”) bêre;
- (37) stingels of tabakblare met die hand afstroop;
- (38) sjabloneer;
- (39) geurbestanddele of mengsel- of kleurmateriale en/of bestanddele roer, maar nie saamstel nie;
- (40) verkreukelde tabakblare reguit lê;
- (41) tabakblare van vervoerbande of tafel afneem en/of verpak;
- (42) tabak wat gedroog word, met die hand omdraai;
- (43) op 'n gestelde skaal afweeg;
- „motorvoertuig”, elke voertuig bestem of bedoel vir voortbeweging deur ander as mense- of dierekrag en wat gebruik word vir die vervoer van persone wat in 'n inrigting in diens is en/of goedere;
- „motorvoertuigbestuurder”, 'n werknemer wat 'n motorvoertuig bestuur en vir die doeleindes van hierdie woordbepaling sluit „'n motorvoertuig bestuur” in alle tydperke wat bestuur word en alle tyd wat die bestuurder aan ander werk in verband met die voertuig en die vraag bestee en alle tydperke wat van hom vereis word om in gereedheid 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 nie 'n ander lid van 'n masjienspersoneel wat 'n masjien mag stopsit nie) en sluit in die uitvoering van lopende verstellings aan 'n masjien en verantwoordelik wees vir nasien en dophou van die kwaliteit van die werk wat deur sodanige masjiens verrig word;
- „opsiener”, 'n manlike werknemer wat onder toesig van 'n voorman of assistent-voorman in beheer is oor manlike werknemers en wat verantwoordelik is vir hul doeltreffende verrigting van hul werk en wat aantekeninge in verband met sy taak kan hou;
- „deeltydse motorvoertuigbestuurder”, 'n werknemer wat vir hoogstens een dag in 'n week 'n motorvoertuig bestuur en vir die doeleindes van hierdie woordbepaling sluit „'n motorvoertuig bestuur” in alle tydperke wat bestuur word en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee;
- „stukwerk”, elke stelsel waarvolgens 'n werknemer se besoldiging berus op die hoeveelheid of omvang van die verrigte werk;
- „ontvangklerk”, 'n fabrieksklerklike werknemer wat eerste verantwoordelik is vir die ontvang, nasien, aantekening hou en/of verdeling van goedere of materiaal wat in 'n inrigting ontvang word;
- „ontvangklerk, gekwalifiseer”, 'n ontvangklerk met minstens vyf jaar ervaring;
- „ontvangklerk, ongekwalifiseer”, 'n ontvangklerk met minder as vyf jaar ervaring;
- „afdelingsman”, 'n werknemer, behalwe 'n ambagsman, wat in beheer is oor 'n groep masjiene en verantwoordelik is vir die doeltreffende werking van daardie masjiene en wat verstellings en/of alle herstellings daaraan, wat nie van 'n vername aard is nie, kan uitvoer;
- „afdelingsman, gekwalifiseer”, 'n afdelingsman met minstens vier jaar ervaring;
- „afdelingsman, ongekwalifiseer”, 'n afdelingsman met minder as vier jaar ervaring;
- „korttyd”, 'n tydelike vermindering van die getal gewone werkeure as gevolg van slapte in die bedryf, tekort aan materiaal, 'n algemene ontwrigting van installasie, of masjinerie wat veroorsaak is deur ongeval of ander onvoorsiene noodgeval, voorraad opname, of staking van werk wat op versoek van 'n meerderheid van die werknemers wat in 'n afdeling, of onderafdeling, daarvan werksaam is, toegestaan word;
- „magasynmeester”, 'n werknemer wat fabrieksklerklike werksaamhede verrig en wat in algemene beheer is van voorrade of afgewerkte produkte, en wat eerste verantwoordelik is vir ontvang, bêre, verpak of uitpak van goedere in 'n magasyn, of pakhuis en/of aflewering van goedere uit 'n magasyn, of pakhuis, aan die verbruiksafdeling van 'n inrigting, of vir versending;
- „magasynmeester, gekwalifiseer”, 'n magasynmeester met minstens vyf jaar ervaring;
- „magasynmeester, ongekwalifiseer”, 'n magasynmeester met minder as vyf jaar ervaring;
- „opsigter”, 'n werknemer wat onder toesig van 'n voorman, voorvrou, assistent-voorman of assistent-voorvrou, in beheer is van die werknemers van 'n afdeling van 'n inrigting wat kontrole oor daardie werknemers uitoefen en wat verantwoordelik is vir hul doeltreffende verrigting van hul werk;
- „tabaknywerheid”, en „die nywerheid”, die nywerheid waarin werkgewers en werknemers verbonde is in inrigtings vir die vervaardiging of verpakking van sigarettabak en/of pyptabak, met inbegrip van al die werksaamhede wat behoort by, 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;
- „tabakverpakker”, 'n werknemer wat kerftabak en/of „navy cut” en/of pruimtabak afweeg en/of verpak in pakkies, tabaksakkies, sakkies of blikkies wat hoogstens 16 ons netto gewig bevat;

- (33) sealing containers;
- (34) separating and straightening tobacco leaves on conveyor band or table;
- (35) sorting wrapping material;
- (36) stacking, bulking or binning tobacco;
- (37) stemming or stripping tobacco leaves by hand;
- (38) stencilling;
- (39) stirring flavouring or casing or colouring materials and/or ingredients, other than compounding;
- (40) straightlaying tobacco leaves from tangled form;
- (41) taking off and/or packing tobacco leaves from conveyor belt or table;
- (42) turning over (drying) tobacco by hand;
- (43) weighing to a set scale;
- „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;
- „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 the scrutinising and checking the quality of the work done by such machine;
- „overseer” means a male employee who under the supervision of a foreman or assistant foreman is in charge of male employees and who is responsible for the efficient performance by them of their duties and who may keep records relating to his duties;
- „part time motor vehicle driver” means an employee engaged in driving a motor vehicle for not more than for one day in any week and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load;
- „piece work” means any system under which an employee's wage 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 a group of 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 four years' experience;
- „sectionman, unqualified,” means a sectionman who has had less than four years' experience;
- „short-time” means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of material, a general breakdown of plant or machinery caused by accident or other unforeseen emergency, stock-taking or stoppage of work granted at the request of a majority of the employees in a department or section thereof;
- „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 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;
- „tobacco packer” means an employee engaged in the weighing and/or packing by hand of cut tobacco and/or navy cut and/or plug tobacco into packets, pouches, bags or tins containing not more than 16 oz. net weight;

„tabakverpakker, gekwalifiseer,” ’n tabakverpakker met minstens twee jaar ervaring;
 „tabakverpakker, ongekwalifiseer,” ’n tabakverpakker met minder as twee jaar ervaring;
 „loon”, daardie gedeelte van die besoldiging, met uitsondering van lewenskostetoelae, wat kragtens artikel-4 (1) of 4 (4) aan ’n werknemer in kontant betaal moet word ten opsigte van sy gewone werkure.

Woorde wat alleen die enkelvoud aandui, sluit ook die meervoud in en omgekeerd; woorde wat alleen die manlike geslag aandui, sluit ook die vroulike geslag in en/of omgekeerd, tensy uit die samehang die teenoorgestelde blyk.

Woorde wat alleen persone aandui, sluit ook maatskappye en firmas in, behalwe waar dit uitdruklik anders bepaal word.

4. BESOLDIGING.

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

	Per week.		
	£	s.	d.
Voorman	8	0	0
Assistent-voorman	5	10	0
Voorvrou	5	0	0
Assistent-voorvrou	4	12	6
Opsigter	4	10	0
Nasiener, gekwalifiseer	3	17	6
Nasiener, ongekwalifiseer—			
gedurende eerste ses maande ervaring	2	15	0
gedurende tweede ses maande ervaring	3	6	3
Keteloppasser	1	7	6
Onderbaas	3	12	6
Handlanger	3	12	6
Opsiener	4	5	0
Wag	2	0	0
Fabrieksklerklike werknemer, manlik, versendingsklerk, ontvangkierk en magasynmeester, gekwalifiseer	6	2	6
Fabrieksklerklike werknemer, manlik, versendingsklerk, ontvangkierk en magasynmeester, ongekwalifiseer—			
gedurende eerste jaar ervaring	3	0	0
gedurende tweede jaar ervaring	3	11	0
gedurende derde jaar ervaring	4	4	0
gedurende vierde jaar ervaring	4	16	6
gedurende vyfde jaar ervaring	5	9	6
Fabrieksklerklike werknemer, vroulik, gekwalifiseer	4	2	6
Fabrieksklerklike werknemer, vroulik, ongekwalifiseer—			
gedurende eerste jaar ervaring	2	0	0
gedurende tweede jaar ervaring	2	11	0
gedurende derde jaar ervaring	3	1	6
gedurende vierde jaar ervaring	3	12	0
Motorvoertuigbestuurder	2	10	0
Afdelingsman, gekwalifiseer	5	12	6
Afdelingsman, ongekwalifiseer—			
gedurende eerste jaar ervaring	3	0	0
gedurende tweede jaar ervaring	3	11	0
gedurende derde jaar ervaring	4	6	6
gedurende vierde jaar ervaring	4	17	0
Graad I-werknemer, gekwalifiseer	3	17	6
Graad I-werknemer, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	15	0
gedurende volgende ses maande ervaring	2	6	0
gedurende volgende ses maande ervaring	2	16	0
gedurende volgende ses maande ervaring	3	7	0
Tabakverpakker, gekwalifiseer	3	7	6
Tabakverpakker, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	15	0
gedurende volgende ses maande ervaring	2	6	0
gedurende volgende ses maande ervaring	2	14	0
gedurende volgende ses maande ervaring	3	2	0
Graad II-werknemer, gekwalifiseer	3	2	0
Graad II-werknemer, ongekwalifiseer—			
gedurende eerste ses maande ervaring	1	15	0
gedurende volgende ses maande ervaring	2	3	6
gedurende volgende ses maande ervaring	2	11	6
gedurende volgende ses maande ervaring	2	16	0
Graad IIA-werknemer, gekwalifiseer	2	17	6
Graad IIA-werknemer, ongekwalifiseer—			
gedurende eerste drie maande ervaring	1	15	0
gedurende volgende drie maande ervaring	2	0	6
gedurende volgende drie maande ervaring	2	6	0
gedurende volgende drie maande ervaring	2	11	6
Graad III-werknemer, gekwalifiseer	2	15	0
Graad III-werknemer, ongekwalifiseer—			
gedurende eerste drie maande ervaring	1	15	0
gedurende volgende drie maande ervaring	2	0	0
gedurende volgende drie maande ervaring	2	5	6
gedurende volgende drie maande ervaring	2	10	0
Arbeider	1	2	6
Ambagsmanne—			
Timmermans	7	15	0
Elektrisiëns	7	15	0
Monteurs en draaiers	7	15	0
Werknemers nie elders gespesifiseer nie	2	15	0

„tobacco packer, qualified,” means a tobacco packer who has had not less than two years’ experience;

„tobacco packer, unqualified,” means a tobacco packer who has had less than two years’ experience;

„wage” means that portion of remuneration exclusive of cost of living allowance payable in money in terms of section 4 (1) 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) and (4) of this section, the minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that in classifying an employee he shall be deemed to be in the class in which he is wholly or mainly employed:—

	Per Week.		
	£	s.	d.
Foreman	8	0	0
Assistant foreman	5	10	0
Forewoman	5	0	0
Assistant forewoman	4	12	6
Supervisor	4	10	0
Examiner, qualified	3	17	6
Examiner, unqualified—			
during the first six months of experience	2	15	0
during the second six months of experience	3	6	3
Boiler attendant	1	7	6
Chargehand	3	12	6
Handyman	3	12	6
Overseer	4	5	0
Watchman	2	0	0
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, qualified	6	2	6
Factory clerical employee, male, despatch clerk, receiving clerk and storeman, unqualified—			
during the first year of experience	3	0	0
during the second year of experience	3	11	0
during the third year of experience	4	4	0
during the fourth year of experience	4	16	6
during the fifth year of experience	5	9	6
Factory clerical employee, female, qualified	4	2	6
Factory clerical employee, female, unqualified—			
during the first year of experience	2	0	0
during the second year of experience	2	11	0
during the third year of experience	3	1	6
during the fourth year of experience	3	12	0
Motor vehicle driver	2	10	0
Sectionman, qualified	5	12	6
Sectionman, unqualified—			
during the first year of experience	3	0	0
during the second year of experience	3	11	0
during the third year of experience	4	6	6
during the fourth year of experience	4	17	0
Grade I employee, qualified	3	17	6
Grade I employee, unqualified—			
during the first six months of experience	1	15	0
during the next six months of experience	2	6	0
during the next six months of experience	2	16	0
during the next six months of experience	3	7	0
Tobacco packers, qualified	3	7	6
Tobacco packers, unqualified—			
during the first six months of experience	1	15	0
during the next six months of experience	2	6	0
during the next six months of experience	2	14	0
during the next six months of experience	3	2	0
Grade II employee, qualified	3	2	0
Grade II employee, unqualified—			
during the first six months of experience	1	15	0
during the next six months of experience	2	3	6
during the next six months of experience	2	11	6
during the next six months of experience	2	16	0
Grade IIA employee, qualified	2	17	6
Grade IIA employee, unqualified—			
during the first three months of experience	1	15	0
during the next three months of experience	2	0	6
during the next three months of experience	2	6	0
during the next three months of experience	2	11	6
Grade III employee, qualified	2	15	0
Grade III employee, unqualified—			
during the first three months of experience	1	15	0
during the next three months of experience	2	0	0
during the next three months of experience	2	5	6
during the next three months of experience	2	10	0
Labourer	1	2	6
Artisans—			
Carpenters	7	15	0
Electricians	7	15	0
Fitters and turners	7	15	0
Employees not elsewhere specified	2	15	0

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

- (a) Alle werknemers wat gedurende die tydperk 1 Januarie tot en met 31 Maart van elke kalenderjaar kwalifiseer vir verhoging, moet sodanige verhogings toegeken word op die 15de Februarie wat binne die tydperk val en daardie verhogings moet toegepas word op die hele betaalweek waarin die 15de Februarie val.
- (b) Net so en op dieselfde wyse, moet alle 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 elke kalenderjaar verskuldig word, op die 15de Mei, 15de Augustus en 15de November wat binne die onderskeie tydperke val, aan werknemers toegeken word.

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

(4) *Differensiële lone.*—'n Werkgewer wat eis of toelaat dat—

- (a) 'n „arbeider” vir 'n tydperk werk verrig van 'n ander klas waarvoor 'n hoër loon of 'n opgaande loonskaal met 'n hoër gekwalifiseerde loon, in subartikel (1) van hierdie artikel voorgeskryf is, moet sodanige arbeider betaal indien die hoër loon ten opsigte van 'n klas werknemer is—

- (i) waarvoor 'n opgaande loonskaal voorgeskryf is, 'n ekstra 20 persent van die arbeidersloon;

- (ii) waarvoor geen opgaande loonskaal voorgeskryf is nie, die loon bereken teen sodanige hoër loon;

ten opsigte van die hele dag waarop hy dié werk verrig;

- (b) 'n werknemer, behalwe 'n arbeider, wat vir langer as altesame een uur op 'n dag 'n ander klas werk verrig waarvoor 'n hoër loon, of 'n opgaande loonskaal met 'n hoër gekwalifiseerde loon, in subartikel (1) van hierdie artikel voorgeskryf is, moet sodanige werknemer as volg betaal as sodanige loon ten opsigte van 'n klas werknemer is—

- (i) waarvoor 'n opgaande loonskaal voorgeskryf is, 'n ekstra 20 persent van die loon van die laer klas;

- (ii) waarvoor geen opgaande loonskaal voorgeskryf is nie—die loon bereken teen sodanige hoër loonskaal;

ten opsigte van die hele dag waarop hy dié werk verrig; met dien verstande dat as die enigste verskil tussen klasse kragtens subartikel (1) van hierdie artikel op ervaring berus, die bepalinge van hierdie subartikel nie van toepassing is nie.

Die bepalinge van hierdie subartikel is nie op 'n assistent-voorman of 'n voorvrou of 'n assistent-voorvrou van toepassing nie wanneer vir 'n voorman of voorvrou, waargeneem word, tensy hy/sy te eniger tyd vir 'n ononderbroke tydperk, van minstens drie weke agterteen waarnaem in welke geval dit op die tydperk van meer as daardie drie weke toegepas moet word.

(5) *Kontrakbasis.*—Vir die toepassing van hierdie artikel is die basis van dienskontrak van 'n werknemer, behalwe 'n los werknemer, weekliks en behoudens soos bepaal in subartikel (4) van hierdie artikel en in subartikel (7) van artikel 5, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos voorgeskryf in subartikel (1) van hierdie artikel vir 'n werknemer van sy klas betaal word, of hy in daardie week die maksimum getal gewone ure, voorgeskryf in artikel 6 (1), of minder gewerk het.

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

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

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

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

(7) *Lewenskostetoelae.*—Die lewenskostetoelae wat betaal moet word, is ooreenkomstig Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig.

(8) *Bevordering.*—As 'n vakature in 'n inrigting ontstaan in 'n graad of klas werk waarvoor 'n hoër loon, of in die geval van 'n opgaande loonskaal, 'n hoër kwalifiseringsloon voorgeskryf is as wat aan ander werknemers in daardie inrigting betaal moet word, moet die werkgewer dié vakature deur een van sy werknemers van 'n laer graad vul, met dien verstande dat as daar spesiale redes bestaan, die werkgewer die vakature deur aanstelling van 'n nuwe werknemer mag vul en voorts met dien verstande dat as 'n ervare werknemer van so'n graad, of klas, nodig is en sodanige werknemer elders beskikbaar is, hierdie bepaling nie van toepassing is nie. Met dien verstande dat die werkgewer die werknemer uit enige ander fabriek onder die werkgewer se beheer kan oorplaas.

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

(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 increase on the 15th February which falls within the period and such increase 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 fall 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) *Differential Wage.*—An employer who requires or permits—

- (a) a “labourer” for any period to perform any work of another class for which a higher wage or a rising scale of wages with a higher qualified wage is prescribed in sub-section (1) of this section, shall pay to such labourer, if such higher wage be in respect of a class of employee—

- (i) for which a rising scale of wages is prescribed, an addition of 20 per cent. of the labourer's wage;

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

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

- (b) an employee other than a labourer to perform for longer than one hour in the aggregate on any day any work of another class for which a higher wage or a rising scale of wages with a higher qualified wage is prescribed in sub-section (1) of this section, he shall pay to such employee, if such higher wage be in respect of a class of employee—

- (i) for which a rising scale of wage is prescribed, an addition of 20 per cent. of the wage of the lower class;

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

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

(5) *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 (4) 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.

(6) Save as otherwise provided in this Agreement, wages shall be calculated as follows:—

- (a) *Calculation of Monthly Wage.*—For the purpose of calculating the monthly wage of an employee for whom a weekly wage is prescribed, the weekly wage shall be multiplied by 4 $\frac{1}{3}$.

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

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

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

(8) *Promotion.*—Where a vacancy occurs in any establishment in a grade or class of work for which a higher wage or, in the case of a rising scale of wages, a higher qualified wage is prescribed than that payable to other employees in such establishment, the employer shall fill such vacancy by one of his employees of a lower grade provided that where special reasons exist the employer may fill the vacancy by engaging a new employee, and provided further that when an experienced employee of such grade or class is required and such employee is available elsewhere this provision shall not apply. Provided that the employer may transfer an employee from any other factory under the control of the employer.

(9) *Transfer to 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. BETALING VAN BESOLDIGING.

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

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

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

(4) *Premies*.—Geen betaling mag regstreeks, of onregstreeks, ten opsigte van die indiensneming, of opleiding, van 'n werknemer aan 'n werkgewer gedoen of deur hom aangeneem word nie.

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

(6) *Kos en huisvesting*.—Behoudens soos bepaal in 'n wet, kan 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek deur hom aangewys, kos en/of huisvesting aan te neem nie.

(7) *Boetes en kortings*.—'n Werkgewer mag geen boetes van sy werknemers hef of enige korting van sy werknemer se besoldiging maak nie, behalwe ondergenoemde:—

(a) Korting vir raadsfondse, bydraes soos voorgeskryf kragtens die Werkloosheidsverzekeringwet, No. 53 van 1946, soos van tyd tot tyd gewysig, pensioen- en voorsorgfondse en met toestemming van die werknemer, vir ondersteuning, sterfte- en aftreefondse en ledelgelde aan die Rustenburg Tabakwerkersvereniging verskuldig.

(b) Behoudens soos bepaal in artikel 8, as sy werknemer van die werk af wegbly, of afwesig is weens ongeval of siekte, 'n korting in verhouding tot die tydperk van die afwesigheid.

(c) 'n Korting van elke bedrag wat 'n werkgewer ingevolge 'n wet, of 'n bevel van 'n bevoegde hof, verplig of toegelaat is om af te trek.

(d) As die gewone werkure, voorgeskryf in artikel 6 (1), weens korttyd verminder word, 'n korting van een vier-en-veertigste van die weekloon voorgeskryf in artikel 4 (1) ten opsigte van elke uur van die vermindering; met dien verstande dat die vermindering nie ses vier-en-veertigstes van die weekloon van die werknemer mag oorskry nie, afgesien van die getal ure waarmee die gewone werkure verminder word en met dien verstande dat geen korting afgetrek word—

(i) in die geval van korttyd wat ontstaan uit tydelike slappe in die bedryf, of tekort aan grondstowwe, of voorraadopname nie, tensy die werkgewer sy werknemers minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat ontstaan deur 'n algemene ontwrigting van installasie of masjinerie weens ongeval of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie.

(e) 'n Korting ten opsigte van Ryksdag, Uniedag, Boomplandag en Tweede Kersdag waarop nie van 'n werknemer vereis, of hy toegelaat kan word om te werk nie, 'n bedrag wat verskuldig sou gewees het as hy gewerk het.

(f) Wanneer beskermende klere wat die werkgewer se eiendom is, nie deur die werknemer teruggegee word nie, of deur hom verloor word, 'n korting van hoogstens £1 (een pond) ten opsigte van elke stel beskermende klere ooreenkomstig subartikel (4) van artikel 14.

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

(1) *Gewone werkure*.—Die gewone werkure van 'n werknemer, behalwe 'n los werknemer, mag onderstaande nie oorskry nie:—

(a) In die geval van 'n werknemer, behalwe '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, en behoudens soos bepaal in subartikel 10 (c) van hierdie artikel, mag nie op Saterdag gewerk word nie;

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 employee have agreed thereto in writing, during the hours of work on the usual pay day of the establishment or on termination of employment if this takes place before the usual pay day, and shall be contained in a sealed envelope showing on the outside the employer's and employee's name, the employee's factory number, occupation, classification and rate of wages, the number of ordinary and overtime hours worked, the wages paid in respect of each, the amount of bonus, adjustments, cost of living allowance or any other payment made, the total remuneration paid, and the closing date of the period in respect of which payment is made and the amount deducted for trade union fees, council fees, contributions prescribed under the Unemployment Insurance Act, No. 53 of 1946, as amended from time to time, and contributions to pensions, provident and benevolent funds: Provided that where an agreement has been entered into for a period of notice of longer than one week, remuneration may be paid at the end of each such longer period.

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

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

(4) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of 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) *Boarding and Lodging*.—Save as provided in any law an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) A deduction for council funds, contributions prescribed by the Unemployment Insurance Act, No. 53 of 1946, as amended from time to time, pensions and provident funds, and with the consent of the employee for benevolent, mortality and retirement funds and fees due to the "Rustenburg Tabakwerkersvereniging".

(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) 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 hours' notice of his intention so to reduce the ordinary hours of work;

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

(e) A deduction in respect of Empire Day, Union Day, Abor Day and Boxing Day on which an employee is neither required nor permitted to work, of an amount due as if he had worked on such a day.

(f) Whenever protective clothing owned by the employer is not returned or is lost by an employee, a deduction not exceeding £1 (one pound) in respect of each set of protective clothing, in accordance with sub-section (4) of section 14.

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

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

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

(i) forty-four in any week from Thursday to Wednesday inclusive;

(ii) nine in any day;

(iii) a week shall consist of five days only, save as provided in sub-section (10) (c) of this section no work shall be performed on a Saturday;

(b) in die geval van 'n wag—

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

(2) 'n Werkgewer kan nie van 'n vroulike werknemer vereis of haar toestaan om tussen 6-uur nm. en 6-uur vm. te werk nie.

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

(4) *Etensonderbrekings.*—'n Werkgewer kan nie vereis of toelaat dat sy werknemer op 'n dag vir langer as vyf uur ononderbroke sonder 'n tussenpoos van minstens een uur werk waarna geen werk verrig mag word nie en dié onderbreking mag nie as deel van die gewone werkure of oortyd gereken word nie, met dien verstande dat—

- (a) as die onderbreking langer as een uur duur, elke tydperk bo een uur as gewone werkure gereken moet word.
- (b) werktydperke onderbreking deur 'n tussenpoos van minder as een uur, as ononderbroke gereken moet word.

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

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

waarin nie van die werknemer vereis of hy toegelaat kan word om enige werk te verrig nie en die ruspoos word as deel van die gewone werkure gereken.

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

(7) Dit word beskou dat 'n werknemer bo en behalwe enige tydperk werk wanneer hy werklik werk—

- (a) gedurende die hele onderbreking van sy werk, as—
 - (i) hy nie vry is om die perseel van sy werkgewer vir die hele sodanige onderbreking te verlaat nie; of
 - (ii) die duur van sodanige onderbreking nie in die aantekeninge aangetoon word nie, wat ingevolge artikel nege van die Wet op Fabriek, Masjinerie en Bouwerk gehou moet word, en
- (b) gedurende enige ander tydperk wanneer hy op die perseel van sy werkgewer is;

met dien verstande dat as daar bewys word dat so'n werknemer nie gewerk het nie en dit hom vry gestaan het om die perseel te verlaat gedurende enige gedeelte van enige tydperk genoem in paragraaf (b), die vooropstelling waarvoor in hierdie subartikel voorsiening gemaak word nie op sodanige werknemer met betrekking tot daardie gedeelte van sodanige tydperk van toepassing is nie.

(8) *Beperking van werkure op openbare vakansiedae en Sondae.*—Vir die doeleindes van subartikel (1) van hierdie artikel moet, wanneer ook al van 'n werknemer vereis word om op 'n openbare vakansiedag wat in artikel 9 (1) vermeld word, of op 'n Sondag te werk, die werkure op sodanige dag hoogstens die gewone ure wat gewoonlik op sodanige dag gewerk word, (vir hierdie doel, is Maandag die gelykwaardige werkdag vir Sondag) wees; en, as die openbare vakansiedag op 'n Saterdag val, mag dit hoogstens vyf uur wees.

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

(10) *Beperking van oortyd.*—'n Werkgewer kan nie van sy werknemer vereis, of hom toestaan om oortyd te werk—

- (a) in die geval van 'n manlike werknemer—
 - (i) behoudens soos bepaal in subartikel (c), vir meer as twee uur op 'n dag nie;
 - (ii) vir meer as 10 uur in 'n week nie;
- (b) in die geval van 'n vroulike werknemer—
 - (i) vir meer as twee uur op 'n dag nie;
 - (ii) op meer as drie opeenvolgende dae nie;
 - (iii) vir meer as tien uur in 'n week nie;
 - (iv) op meer as sestig dae in 'n jaar nie;
 - (v) na beëindiging van haar gewone werkure vir meer as een uur op 'n dag nie, tensy hy—
 - (1) dié werknemer voor twaalfuur middag daarvan in kennis gestel het; of
 - (2) aan dié werknemer 'n toereikende ete verskaf het alvorens sy met oortyd moet begin; of
 - (3) dié werknemer betyds 'n toelae van een sjieling en ses pennies betaal het om die werknemer in staat te stel om 'n maaltyd te gebruik voordat met oortyd begin moet word;
- (c) in die geval van 'n manlike werknemer wat gewoonlik nie op 'n Saterdag werk nie, nie meer as vyf uur op dié dag nie

(11) *Betaling vir oortyd.*—'n Werkgewer moet besoldiging aan sy werknemer in sy diens betaal ten minstens anderhalf maal sy gewone loonskaal ten opsigte van alle oortyd deur sodanige werknemer gewerk en sodanige oortyd moet die totaal wees van alle tydperke van oortyd gedurende 'n week gewerk en enige gedeelte van 'n uur wat orig bly, moet as 'n uur gereken word.

(b) in the case of a watchman—

- (i) forty-eight in any week from Thursday to Wednesday inclusive;
- (ii) eight 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 employer shall grant to each of his employees other than a night watchman employed in or about his establishment a rest interval of not less than ten minutes at as nearly as practicable—

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

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

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

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

- (a) during the whole of any interval in his work if—
 - (i) he is not free to leave the premises of his employer for the whole of such interval; or
 - (ii) the duration of such interval is not shown in the records required to be kept in terms of section nine of the Factories, Machinery and Building Works Act; and
- (b) during any other period during which he is on the premises of his employer;

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

(8) *Limitation of Hours of Work on Public Holidays and Sundays.*—For the purpose of sub-section (1) of this section, whenever an employee is required to work on a public holiday mentioned in section 9 (1), or on a Sunday, the hours of work on such day shall not exceed the ordinary hours usually worked on such day (for this purpose Monday being the equivalent working day for Sunday), and if a public holiday falls on a Saturday, shall not exceed five 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 the 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 2 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 2 hours in any day;
 - (ii) on more than 3 consecutive days;
 - (iii) for more than 10 hours in any week;
 - (iv) on more than 60 days in any year;
 - (v) after completion of her working hours for more than 1 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 of Overtime.*—An employer shall pay to an employee employed by him at a rate not less than one and one-half times his ordinary rate in respect of all overtime worked by such employee, such overtime being the total of all periods of overtime worked during a week, any resulting fraction of an hour being regarded as an hour.

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

(13) Geen werknemer mag uit sy werk ontslaan, of daarin benadeel word, omrede hy weier om oortyd te werk nie.

(14) *Voorbehoud.*—Die bepalings van subartikels (4), (6) en (10) van hierdie artikel is nie van toepassing op 'n manlike werknemer wat werk verrig wat genoodsaak word deur 'n ontwerping van installasie of masjinerie, of ander onvoorsiene noodgeval of in verband met die grondige nasien of herstel van installasie of masjinerie nie wat nie gedurende die gewone werkure verrig kan word nie, en die bepalings van subartikels (4), (5), (7) en (10) van hierdie artikels is nie op 'n wag van toepassing nie.

(15) *Omdraai van tabak gedurende die fermenteringsproses.*—'n Werknemer wat hierdie klas werk verrig, kan nie toegestaan word om daardie werk langer as drie agtereenvolgende maande in 'n tydperk van ses agtereenvolgende maande te verrig nie.

7. JAARLIKSE VERLOF.

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

(a) In die geval van 'n werknemer wat sedert 15 Januarie van die kalenderjaar waarop die verlof betrekking het, in sy diens was, vyftien agtereenvolgende werkdae met volle betaling.

(b) In die geval van 'n werknemer wat na 15 Januarie van die kalenderjaar waarop die verlof betrekking het, begin werk het, ten opsigte van elke volle maand diens elf werkure met volle betaling en sodanige werkure met verlof moet agtereenvolgend wees. 'n Werknemer kan van sodanige werknemer vereis om bykomstige verlof sonder betaling te neem tot 'n totale tydperk van hoogstens vyftien agtereenvolgende werkdae gedurende die tydperk van verlof soos voorgeskryf in subartikel (a) hiervan.

(c) Ondanks die bepalings van subartikels (a) en (b) en in vervanging daarvan, het die werkgewer die reg om die getal verlofdae met volle betaling kragtens die genoemde subartikels aan nie meer as vyf persent van sy werknemers op sodanige ander tyd gedurende Desember en/of Januarie onmiddellik daaropvolgende toe te staan, as wat vir die doeltreffende uitoefening van sy besigheid nodig mag wees.

(d) Van 'n maandeliks betaalde werknemer kan vereis, of hy toegelaat word om die jaarlikse verlof met volle betaling, soos in subartikels (a) of (b) voorgeskryf, op enige ander tyd te neem, maar so dat dit nie later as binne twee maande na voltooiing van elke jaar diens waarop sodanige verlof betrekking het, begin nie.

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

(3) 'n Werknemer wie se dienskontrak eindig voor die tydperk van verlof wat in subartikel (1) voorgeskryf word, verskuldig geword het, moet by die beëindiging ten opsigte van elke volle maand diens van sodanige tydperk van minder as een kalenderjaar, minstens elf ure se loon, bereken teen die uurloon wat hy onmiddellik voor die datum van die beëindiging ontvang het, betaal word.

(4) Die besoldiging van 'n werknemer wat stukwerk verrig, moet vir die toepassing van hierdie artikel gebaseer word op die gemiddelde lone wat hy vir gewone tyd wat gewerk is verdien het gedurende die naaste twaalf weke op volle tyd voor sy vakansieverlof.

(5) 'n Werknemer wat ingevolge subartikel (1) tot 'n verlof-tydperk geregtig geword het en wie se dienskontrak eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging na gelang van wat van toepassing is, die bedrae genoem in subartikels (1) of (4) betaal word.

(6) Vir toepassing van hierdie artikel, word dit beskou dat by die uitdrukking „diens” inbegrepe is enige tydperk of tydperke, wat 'n werknemer—

(a) ingevolge subartikel (1) met verlof afwesig is;

(b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;

(c) op las, of op versoek, van sy werkgewer van die werk afwesig is;

(d) ingevolge artikel 8 met siekteverlof afwesig is;

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

8. SIEKTEVERLOF.

(1) 'n Werknemer moet aan sy werknemer wat van werk afwesig is—

(a) weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesame agt-en-tagtig werkure siekteverlof gedurende 'n kalenderjaar diens by hom toestaan, en moet aan hom nie later nie as die tweede betaaldag nadat hy na werk teruggekeer het, minstens een vier-en-veertigste van die weekloon wat hy onmiddellik voor aanvang van die verlof ontvang het, betaal; met dien verstande dat die werkgewer kan eis dat ten opsigte van elke afwesigheidstydperk waarvoor betaling gevorder word, 'n sertifikaat wat deur 'n geregistreerde dokter onderteken is, voorgelê word;

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

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

(14) *Savings.*—The provisions of sub-sections (4), (6) and (10) of this section shall not apply to a male employee employer 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 3 months during any 6 consecutive months.

7. ANNUAL LEAVE.

(1) Save as provided in sub-sections (c) and (d) of this section, an employer shall grant to his employee in respect of each calendar year annual leave commencing during the latter half of December in such year, as follows:—

(a) In the case of an employee who has been in his employ since the 15th January of the calendar year to which the leave relates, fifteen consecutive working days on full pay.

(b) In the case of an employee who becomes such after the 15th January of the calendar year to which such leave relates, eleven working hours on full pay in respect of each completed month of employment, such working hours of leave to be consecutive. An employer may require such employee to take additional leave without pay up to a total period not exceeding fifteen consecutive working days during the period of leave stated in sub-section (a) hereof.

(c) Notwithstanding the provisions of sub-sections (a) and (b) and in substitution therefor an employer shall have the right to grant the number of days leave on full pay in terms of the said sub-sections to not more than five per cent. of his employees at such other time during December and/or the January immediately following as may be necessary for the efficient conduct of his business.

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

(2) *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 month of such period of less than one calendar year not less than eleven hours pay calculated at the rate per hour 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) or (4) whichever is applicable.

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

(a) absent on leave in terms of sub-section (1);

(b) required to undergo training under the South Africa Defence Act, 1912;

(c) absent from work on the instructions of or at the request of his employer;

(d) absent 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.

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

(a) through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, eighty-eight working hours' sick leave in the aggregate during any one calendar year of employment with him, and shall pay to him not later than the second pay day after his return to work in respect of each hour thereof not less than one forty-fourth of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed;

- (b) weens 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, 'n bedrag betaal wat gelyk is aan die verskil tussen die skadeloosstelling ontvang vir loon verloor en die werklike bedrag van loon verloor; met dien verstande dat sodanige bedrag nie meer moet wees nie as die bedrag vir siekteverlofbetaling aan so'n werknemer verskuldig kragtens subartikel (a) van hierdie artikel en dat dit teen sodanige siekteverlofbetaling verreken mag word.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werkgewer moet 'n werknemer verlof met volle betaling toestaan op Nuwejaarsdag, Goede-Vrydag, Paasmaandag, Hemelvaartsdag, Koningsverjaarsdag (eerste Maandag in Augustus), Krugerdag, Dinsdag en Kersdag.

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

- (a) ten opsigte van Sondag minstens dubbel die loon betaal word wat aan hom ten opsigte van die tydperk wat gewoonlik op 'n weekdag, dit wil sê nege uur, gewerk word, betaalbaar is; met dien verstande dat 'n werkgewer 'n werknemer wat op Sondag werk, anderhalf maal die weekloon soos in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vir elke uur of gedeelte van 'n uur aldus gewerk kan betaal en hom binne sewe dae na sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens die weekloon soos in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur vyf, betaal;
- (b) ten opsigte van 'n openbare vakansiedag, die werknemer sy gewone loon betaal ten opsigte van die tyd wat gewerk is en elke gedeelte van 'n uur word as 'n volle uur gereken bo en behalwe die betaling wat kragtens subartikel (1) hiervan betaalbaar is.

10. GETALLEVERHOUDING.

'n Werkgewer mag nie—

- (a) 'n ongekwalifiseerde fabrieksklerklike werknemer of versendingsklerk, of ontvangklerk, of magasynmeester en graad I-werknemer in sy diens hê nie tensy hy onderskeidelik 'n gekwalifiseerde fabrieksklerklike werknemer of ontvangklerk, of versendingsklerk, of magasynmeester en graad I-werknemer in sy diens het en vir elke sodanige gekwalifiseerde fabrieksklerklike werknemer, of versendingsklerk, of ontvangklerk, of magasynmeester en graad I-werknemer kan nie meer as een ongekwalifiseerde fabrieksklerklike werknemer of versendingsklerk, of ontvangklerk, of magasynmeester en graad I-werknemer by hom in diens wees nie;
- (b) 'n ongekwalifiseerde graad II-werknemer en/of tabakverpakker in sy diens hê nie, tensy hy 'n gekwalifiseerde graad II-werknemer en/of tabakverpakker in sy diens het en vir elke gekwalifiseerde graad II-werknemer en/of tabakverpakker in sy diens, kan nie meer as een ongekwalifiseerde graad II-werknemer en/of tabakverpakker by hom in diens wees nie. Vir die toepassing van hierdie subartikel, moet graad II-werknemers en tabakverpakkers as een groep werknemers behandel word;
- (c) meer as twee ongekwalifiseerde graad IIa- en/of graad III-werknemers in sy diens hê nie, tensy hy drie gekwalifiseerde graad IIa- en/of graad III werknemers in diens het, en vir elke drie gekwalifiseerde graad IIa- en/of graad III-werknemers in sy diens, kan hy nie meer as twee ongekwalifiseerde graad IIa- en/of graad III-werknemers in diens hê nie. Vir die doeleindes van hierdie subartikel, moet graad IIa- en graad III-werknemers as een groep werknemers behandel word;

Met dien verstande dat 'n ongekwalifiseerde werknemer in enigteen van die klasse wat genoem word wat 'n loon ontvang van minstens die loon soos vir gekwalifiseerde werknemers van sy klas voorgeskryf, vir die toepassing van hierdie artikel as 'n gekwalifiseerde werknemer beskou kan word.

11. STUKWERK.

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

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

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

(4) 'n Werkgewer moet op 'n opvallende plek in sy inrigting 'n tarief van die stukwerkstelsel genoem in subartikel (1) vertoon hou en mag nie sodanige skale wysig nie, tensy hy sy werknemer en die Raad minstens twee weke kennis gee het van die voorgestelde wysiging.

- (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 on New Year's Day, Good Friday, Easter Monday, Ascension Day, King's Birthday (first Monday in August), Kruger's Day, Dingaan's Day and Christmas 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) 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) 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 or despatch clerk or receiving clerk or storeman and grade I employee unless he has in his employ a qualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee and for each such qualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee, not more than one unqualified factory clerical employee or despatch clerk or receiving clerk or storeman and grade I employee may be employed by him;
- (b) an unqualified grade II employee and/or tobacco packer unless he has in his employ a qualified grade II employee and/or tobacco packer; and for each qualified grade II employee and/or tobacco packer employed by him not more than one unqualified grade II employee and/or tobacco packer may be employed by him. For the purpose of this sub-section grade II employees and tobacco packers shall be treated as one group of employees;
- (c) more than two unqualified grade IIa and/or grade III employees, unless he employs three qualified grade IIa and/or grade III employees, and for each three qualified grade IIa and/or grade III employees not more than two unqualified grade IIa and/or grade III employees may be employed by him. For the purpose of this sub-section, grade IIa and grade III employees shall be treated as one group of employees;

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

11. PIECE-WORK.

(1) An employee employed on piece-work for any period shall be paid the full amount earned by him under the piece-work rates, subject to sub-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, plus 5 per cent.

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

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

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

12. VRYSTELLINGS.

(1) Die Raad kan vrystelling na goeddunke aan, of ten opsigte van, enige persoon van enigen van die bepalings van hierdie Ooreenkoms verleen, met dien verstande dat geen vrystelling van artikel 6 (2) verleen kan word nie, behalwe in die geval van werk wat noodsaaklik is weens 'n noodgeval.

(2) Die Raad moet ten opsigte van enige persoon aan wie ingevolge die bepalings van subartikel (1) van hierdie artikel vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die termyn waarvoor sodanige vrystelling van krag bly; met dien verstande dat die Raad na goeddunke, en nadat aan die betrokke werkgewer en/of werknemer een week skriftelike kennis gegee is, 'n vrystellingsertifikaat kan herroep, of die termyn waarvoor vrystelling verleen is verloop het of nie.

Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens hierdie artikel verleen word, 'n sertifikaat deur hom onderteken, uitreik, wat vermeld—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop sodanige vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

13. LOGBOEK.

(1) Elke werkgewer moet vir gebruik deur elke motorvoertuigbestuurder of deelydse motorvoertuigbestuurder by hom in diens, 'n logboek met duplikaatfolios verstrek, so na as moontlik in onderstaande vorm:—

Daaglikse Log.

Naam van werkgewer.....
 Naam van motorbestuurder.....
 Begintyd van werk.....vm./nm.
 Ophoutyd van werk.....vm./nm.
 Getal gewone ure gewerk.....
 Getal oortydure gewerk.....
 Etenstye van.....vm./nm. tot.....vm./nm.
 Breekstoppe, ongevallen en/of ander gevalle van oponthoud.....

.....
 Handtekening van motorbestuurder.

(2) Elke motorvoertuigbestuurder moet, na hom die logboek genoem in subartikel (1) verstrek is, die log in duplo invul ten opsigte van elke dag se werk en moet binne vier-en-twintig uur na voltooiing van die betrokke dag se werk 'n kopie daarvan aan sy werkgewer oorhandig.

(3) Elke werkgewer moet 'n volledige eksemplaar van die daaglikse log vir 'n tydperk van drie jaar na die datum waarop dit ingevul is, bewaar.

14. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet aan sy werknemer geskikte beskermende klere soos vereis kragtens die Fabriekswet, kosteloos verskaf en moet dié klere so dikwels hernu as wat nodig mag wees ten einde te verseker dat hulle te alle tye toereikend en voldoende is.

(2) 'n Werkgewer moet binne ses weke van sy indienstreding of, na gelang van die jongste datum, die datum van inwerking-treding van hierdie Ooreenkoms, aan elke werknemer kosteloos 'n stel beskermende klere verskaf wat in goeie toestand is en moet sodanige beskermende klere hernu wanneer dit nodig is, maar behoeft dit nie meer as eenmaal in elke twaalf maande te doen nie.

(3) 'n Werknemer aan wie beskermende klere ingevolge die bepalings hiervan uitgereik is, is verplig om daardie klere gedurende alle werkture te dra en is verantwoordelik vir die goeie toestand en was en stryk van sodanige beskermende klere. Met dien verstande dat 'n werkgewer sy beskermende klere kan was en stryk en die werknemer se reg om beskermende klere uit die inrigting te verwyder, kan herroep.

(4) Alle beskermende klere wat ingevolge subartikel (2) van hierdie afdeling aan 'n werknemer uitgereik word, bly die werkgewer se eiendom en moet deur die werknemer by beëindiging van sy diens teruggegee word. Die werkgewer moet ten opsigte van elke stel beskermende klere, 'n bedrag van £1 (een pond), van die werknemer invorder ingeval die werknemer sy beskermende klere verloor of dit nie terugbesorg nie en die bedrag is verhaalbaar by wyse van teenvordering uit gelde wat aan die werknemer verskuldig is.

15. DRANKE.

'n Werkgewer moet tweekeer per dag kosteloos tee of koffie (met melk en suiker) aan sy werknemers verskaf, gedurende hulle môre- en middag-ruspe. Met dien verstande dat van werknemers verlang kan word om hul eie houers te verskaf.

16. VERBOD OP DIE INDIENS HÊ VAN ENIGE PERSOON ONDER VYFTIEN JAAR OUD.

'n Werkgewer mag niemand onder vyftien jaar oud in diens hê nie.

12. EXEMPTIONS.

(1) The Council in its discretion may grant to or in respect of any person exemption from any of the provisions of this Agreement, provided that no exemption may be granted from section 6 (2) except in the case of work necessitated by an emergency.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate provided that the Council may, if it deems fit, after one week's notice in writing has been given to the employer and/or employee concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this section, a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

13. LOG BOOK.

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

Daily Log.

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

.....
 Signature of Driver.

(2) Every driver upon being provided with the log book referred to in sub-section (1) shall complete the log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain a complete copy of the daily log for a period of three years subsequent to the date of its completion.

14. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall supply, free of charge, to his employee suitable protective clothing required in terms of the Factories Act and shall renew such clothing as often as may be necessary to ensure that it shall at all times be adequate and sufficient.

(2) An employer shall supply each employee, free of charge, with a set of suitable protective clothing in good condition within six weeks of the commencement of his employment or the coming into operation of this Agreement, whichever is the later, and shall renew such protective clothing when necessary but need not do so more than once every twelve months.

(3) 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.

(4) All protective clothing issued in terms of sub-section (2) 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 £1 (one pound) in respect of each set of protective clothing in the event of the employee losing or not returning his protective clothing, which amount shall be recoverable by way of set-off out of moneys due to such employee.

15. BEVERAGES.

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

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

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

17. RAADFONDSE.

In die fondse van die Raad, wat berus by en beheer word deur die Raad, word as volg voorsien:—

- (a) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke betaaldag daarna, moet elke werknemer wat 'n basiese loon van minder as £3 per week verdien het 1d. per week bydra en elke werknemer wat 'n basiese loon van £3 of meer per week verdien het, 2d. per week bydra.
- (b) Die werkgever moet ten opsigte van elkeen van sy werknemers wat 'n basiese loon van minder as £3 per week verdien het 1d. per week bydra en ten opsigte van elkeen van sy werknemers wat 'n basiese loon van £3 of meer per week verdien het, 2d. per week bydra.
- (c) In die geval van maandeliks betaalde werknemers is die bydraes genoem in subartikels (a) en (b) van hierdie artikel as volg:—

Werknemers wat 'n basiese loon van minder as £13 per maand verdien het, 4d. per maand; werknemers wat 'n basiese loon van £13, of meer, per maand verdien het, 9d. per maand.

- (d) Die werkgever moet ten opsigte van sy weeklikse en maandelikse betaalde werknemers die bydraes aftrek en hulle binne twee weke na die einde van die maand waarin hulle afgetrek is aan die Sekretaris van die Raad stuur tesame met sy eie bydraes.

Met dien verstande dat geen bydraes van of die werkgever of die werknemer gevorder sal word tot tyd en wyl die huidige opgehoopte fonds van die Raad tot £200 gedaal het nie.

18. ORGANISEER VAN WERKNEMERS.

Elke werkgever moet enige persoon of persone wat deur die vakvereniging behoorlik daartoe gemagtig is, met dien verstande dat hulle lede van die vakvereniging moet wees, en daar nie meer as vyf van hulle is nie, toestaan om van tyd tot tyd gedurende die middagmaaltyd 'n afdeling van sy inrigting, deur die werkgever voorgeskryf, te betree met die doel om vakverenigingsbedrywighede uit te oefen; met dien verstande dat die werkgever minstens 24 uur kennis gegee moet word van die voorneme om die voorgeskrewe afdeling van die inrigting te besoek, en met dien verstande dat enige verteenwoordiger van die werkgever by sodanige bedrywighede teenwoordig kan wees.

19. AGENTE.

Die Raad kan een of meer bepaalde persone aanstel as agente om hom te help met die toepassing van die bepalings van hierdie Ooreenkoms. Elke werkgever en elke werknemer is verplig om sodanige agent of agente toe te staan om sodanige ondersoek in te stel en om sodanige boeke en/of dokumente te ondersoek en om sodanige persone te ondervra as wat vir hierdie doel nodig mag wees.

20. DIENSSERTIFIKAAT EN INDIENSNEMINGSVORMS.

(1) Elke werkgever moet kosteloos 'n dienssertifikaat uitreik aan elkeen van sy werknemers wanneer hy sodanige werkgever se diens verlaat. Sertifikate moet in die vorm van Aanhangsel A van hierdie Ooreenkoms wees. Alle sertifikate deur die werkgever uitgereik, moet in volgorde genummer wees, onderteken deur die werkgever of sy verteenwoordiger en 'n afskrif van elke sertifikaat moet deur hom behou word.

(2) 'n Afskrif van elke sertifikaat wat uitgereik word ingevolge subartikel (1), moet binne sewe dae na die uitreikingsdatum aan die Sekretaris van die Raad, na sy geregistreerde adres, gestuur word.

(3) (a) 'n Werkgever moet binne sewe dae na hy 'n applikant vir werk in diens geneem het van sodanige applikant vereis om 'n dienssertifikaat te toon, wat uitgereik is in ooreenstemming met die bepalings van subartikel (1) van hierdie artikel, of 'n sertifikaat wat deur die Raad uitgereik is in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(b) Die werkgever moet binne twee weke nadat die applikant begin werk het, sodanige dienssertifikaat, tesame met 'n indiensnemingsvorm wat in die vorm van Aanhangsel B van hierdie Ooreenkoms moet wees, aan die Sekretaris van die Raad stuur.

(4) As 'n applikant vir werk nie in staat is om 'n dienssertifikaat kragtens subartikel (3) (a) voor te lê nie, kan die werkgever nie sodanige werknemer toestaan om met werk aan te gaan nie, alvorens hy sodanige applikant, in teenwoordigheid van 'n getuie, 'n verklaring van ervaring laat invul en teken het in die vorm van Aanhangsel D van hierdie Ooreenkoms wat hy binne veertien dae aan die Sekretaris van die Raad moet stuur, tesame met die betreffende indiensnemingsvorm soos bepaal in subartikel (3) (b) van hierdie artikel.

21. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever, of sy werknemer, behalwe 'n los werknemer, moet minstens een week skriftelike diensopsegging gee in die geval van 'n werknemer by die week, en een maand in die geval van 'n werknemer by die maand, wat ingaan op die gewone betaaldag van die werknemer, of die werkgever kan die diens op staande voet beëindig deur betaling van minstens—

- (a) in die geval van 'n diensopseggingstermyn van een week, die weekloon plus lewenskostetoelae;
- (b) in die geval van 'n diensopseggingstermyn van een maand, die maandloon plus lewenskostetoelae;

17. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

- (a) On the first pay day after this Agreement comes into operation and on each pay day thereafter, each employee who earned a basic wage of less than £3 per week shall contribute 1d. per week and each employee who earned a basic wage of £3 or more per week shall contribute an amount of 2d. per week.
- (b) The employer shall contribute 1d. per week in respect of each of his employees who earned a basic wage of less than £3 per week and 2d. per week in respect of each of his employees who earned a basic wage of £3 or more per week.
- (c) In the case of monthly paid employees contributions referred to in sub-sections (a) and (b) of this section shall be as follows:—

Employees who earned a basic wage of less than £13 per month, 4d. per month; employees who earned a basic wage of £13 or more per month, 9d. per month.

- (d) The employer shall deduct contributions in respect of his weekly and monthly paid employees and shall forward them to the Secretary of the Council within two weeks after the end of the month during which the deductions fell due, together with his own contribution.

Provided that no funds will be collected from either the employer or employee until the present accumulated funds of the Council have decreased to £200.

18. ORGANIZATION OF EMPLOYEES.

Every employer shall permit any person or persons authorized by the trade union, provided that such person or persons shall be members of the Union and shall not exceed five in number, to enter from time to time a section of his establishment prescribed by the employer, during the lunch hour, for the purpose of carrying on trade union activities, provided that not less than 24 hours' notice be given to the employer of the intention to visit the prescribed section of the establishment and provided that any representative of the employer may be present at such activities.

19. AGENTS.

The Council may appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

20. CERTIFICATE OF SERVICE AND ENGAGEMENT FORMS.

(1) Every employer shall issue a certificate of service free of charge to each of his employees at the time when he leaves such employer's service. Certificates shall be in the form of Annexure A to this Agreement. All certificates issued by the employer shall be numbered consecutively, signed by the employer or his representative, and a copy of each certificate shall be retained by him.

(2) A copy of each certificate issued in terms of sub-section (1) shall be forwarded to the Secretary of the Council at his registered address, within seven days of the date of issue.

(3) (a) An employer, within seven days of engaging any applicant for work shall require such applicant to produce a certificate of service issued in accordance with the provisions of sub-section (1) of this section, or a certificate of grading issued by the Council which will be in the form of Annexure B to this Agreement.

(b) The employer shall forward to the Secretary of the Council such certificate with an engagement form, which shall be in the form of Annexure C to this Agreement, not later than two weeks after the applicant has commenced work.

(4) Where an applicant for work is unable to produce a certificate in terms of sub-section (3) (a) of this section, an employer shall not permit such employee to continue work unless he has caused such applicant to complete and sign, in the presence of a witness, a statement of experience in the form of Annexure D to this Agreement, and forward it to the Secretary of the Council, together with the relative engagement form, as provided in sub-section (3) (b) of this section.

21. 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, in writing, to take effect from the usual pay day of the employee, of his intention to terminate the contract of employment or the employer shall pay in lieu thereof not less than—

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

wat die werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging; met dien verstande dat dit nie op—

- (i) die reg van 'n werkgewer, of 'n werknemer om 'n dienskontrak op staande voet te beëindig om enige rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en vir nie korter as een week nie;
- (iii) die geldigheid van enige skriftelike ooreenkoms wat 'n proeftydperk van drie maande bepaal in die geval van werknemers by die maand en van een week in die geval van werknemers by die week, gedurende welke proeftydperk albei die kante die diens met 24 uur opsegging kan beëindig;

inbreuk maak nie.

(2) As 'n ooreenkoms ingevolge paragrawe (ii) en (iii) van subartikel (1) van hierdie artikel aangegaan is, moet die betaling in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn wat ooreengekom is.

(3) Die diensopsegging genoem in subartikel (1) mag nie met jaarlikse verlof, of siekteverlof saamval nie. Vir die toepassing van hierdie subartikel, beteken siekteverlof 'n tydperk van twee weke, tensy die werknemer sy werkgewer binne sodanige tydperk kennis gegee het dat hy siek is en 'n doktersertifikaat voorlê ten opsigte van die tydperk van afwesigheid, in welke geval siekteverlof beteken 'n tydperk van 15 weke vanaf die begin van die werknemer se afwesigheid.

22. VOORBEHOUDSKLOUSULE.

Behoudens vir die doeleindes van getalverhouding, is hierdie Ooreenkoms alleen van toepassing op manlike werknemers wat hoogstens 'n basiese loon van £34. 13s. 4d. per maand verdien, en vroulike werknemers wat hoogstens 'n basiese loon van £21. 13s. 4d. per maand verdien, maar met uitsondering van gesertifiseerde verpleegsters op die chirurgiese personeel en fabrieksbeheerpersoneel.

23. VERTONING VAN OOREENKOMS.

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

Namens die partye hede, die 1ste dag van Mei 1951 op Rustenburg onderteken.

H. J. SCHURMAN,
Voorsitter van die Raad.

A. J. FOURIE,
Ondervoorsitter van die Raad.

F. JOHNSON,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE TABAKNYWERHEID
(RUSTENBURG).

No.....

DIENSSERTIFIKAAT

(uitgereik kragtens die Nywerheidsraadooreenkoms.)

Werknemer se naam voluit.....
(Familienaam in hoofletters)

Vroeër bekend as.....

Werknemer se huisadres.....

Klokaart No.....

Graad.....

Jongste werksaamheid.....

Sedert (datum).....

*Loon ontvang op datum van diensbeëindiging £..... per week.

Plus L.K.T..... per week.

Datum van jongste verhoging.....

Datum van indienstreding.....

Datum van uitdienstreding.....

Totale tydperk deur hierdie sertifikaat gedek.....jare.....

maande.....dae.

Naam van fabriek.....

Werknemer se handtekening.....

Datum van uitreiking.....

* In die geval van stukwerkers, vul asseblief in hul tydskaal-minimum per week.

LET WEL.—Hierdie sertifikaat moet korrek ingevul en een afskrif aan die werknemer gegee en een afskrif aan die Sekretaris van die Nywerheidsraad, Smitstraat 114, Rustenburg, gestuur word.

which the employee was receiving immediately before the date of such termination: Provided that this shall not affect—

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

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

(3) The notice referred to in sub-section (1) shall not run concurrently with annual leave or sick leave. For the purpose of this sub-section, sick leave shall mean a period of two weeks unless the employee has within such period notified his employer that he is ill and produces a doctor's certificate in respect of the period of absence, in which case sick leave shall mean a period of 15 weeks from the commencement of the employee's absence.

22. SAVINGS CLAUSE.

Except for the purpose of ratio this Agreement shall apply only in respect of male employees earning not more than a basic wage of £34. 13s. 4d. per month, and female employees earning not more than a basic wage of £21. 13s. 4d. per month, but excluding certificated nursing sisters on surgery staff and factory management staff.

23. EXHIBITION OF AGREEMENT.

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

Signed at Rustenburg, on behalf of the parties, on this 1st day of May, 1951.

H. J. SCHURMAN,
Chairman of the Council.

A. J. FOURIE,
Vice-Chairman of the Council.

F. JOHNSON,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE TOBACCO
MANUFACTURING INDUSTRY (RUSTENBURG).

No.....

CERTIFICATE OF SERVICE

(issued in terms of Industrial Council Agreement).

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.

Plus C.O.L.A. £.....per week.

Date of last increase.....

Date of entering service.....

Date of leaving service.....

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

months.....days.

Name of Factory.....

Employer's Signature.....

Date of issue.....

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

N.B.—This certificate must be filled in accurately and one copy given to the employee and one copy posted to the Secretary of the Industrial Council, 114 Smit Street, Rustenburg.

* No. 1963.]

[27 Julie 1951.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

TABAKNYWERHEID (RUSTENBURG).

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tabaknywerheid, bekendgemaak by Goewermentskennisgewing No. 1962 van 27 Julie 1951 nie minder gunstig vir die persone wie se werke daarby gereël word as die ooreenstemmende bepalings van genoemde Wet is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

* No. 1963.]

[27 July 1951.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

TOBACCO INDUSTRY (RUSTENBURG).

I, PAUL OLIVER SAUER, Acting Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Tobacco Industry, published under Government Notice No. 1962 of the 27th July, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Wette van die Unie van Suid-Afrika, 1950

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