

PLEASE RETURN

TO

LIBRARY DEPT.

ANGLO AMERICAN CORPORATION OF S.A. LTD.

EXTRAORDINARY



BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the Post Office as a Newspaper.]

[As 'n Nuisblad by die Poskantoor Geregistreer.]

VOL. CLXIV.]

PRICE 6d.

PRETORIA,

1 JUNE
1 JUNIE

1951.

PRYS 6d.

[No. 4620.]

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1309.]

[1 June 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.

PRESERVED FOOD INDUSTRY.—JOHANNESBURG AND GERMISTON.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Preserved Food Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers and trade union which entered into the said agreement and upon the employees who are members of that Union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 17 (inclusive) of the said agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the magisterial districts of Johannesburg and Germiston; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the magisterial districts of Johannesburg and Germiston and from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 17 (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.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1309.]

[1 Junie 1951.]

NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEID VIR DIE INMAAK VAN VOEDSEL.—JOHANNESBURG EN GERMISTON.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Nywerheid vir die Inmaak van Voedsel vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf gesegde tweede Maandag, bindend is op die werkgewers en vakvereniging wat genoemde ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17 van genoemde ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf gesegde tweede Maandag, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrikte Johannesburg en Germiston; en
- (c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 17 van genoemde ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf gesegde tweede Maandag, in die magistraatsdistrikte Johannesburg en Germiston *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 die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE PRESERVED FOOD INDUSTRY.

AGREEMENT

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

The Food Canning and Allied Workers' Union, of the one part (hereinafter referred to as "the employees" and the following employers:—

Associated Cannery, Ltd.,
H. Jones & Company (S.A.), Ltd.,
Ziman Bros., Ltd.,
Zyp Products, Ltd.

(hereinafter referred to as "the employers") of the other part.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Preserved Food Industry in the Magisterial Districts of Johannesburg and Germiston by the employers and the employees for whom wages are prescribed in clause 4 (1) hereof.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

(1) 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 the Act, and unless inconsistent with the context—

- "ammonia compressor plant attendant" means an employee who is in charge of an ammonia compressor plant;
- "assistant foreman" means an employee, other than a departmental foreman, supervisor or chargehand, who assists the foreman in the performance of his duties and who may act for him during his absence;
- "automatic double seaming machine attendant" means an employee who is in charge of an automatic double seaming machine and for the purpose of this definition, "in charge of" means responsible for the operation of the machine;
- "boiler attendant" means an employee who is engaged in maintaining the water level and steam pressure in a boiler and who may fire such boiler;
- "box-end printing machine operator" means an employee engaged in operating a box-end printing machine and whose duties include setting or arranging letters or numbers for printing wooden box-ends;
- "can packer" means an employee engaged in hand grading prepared fruit or vegetables according to size and/or quality, whilst washing or filling such products into cans or bottles: an employee who removes foreign or blemished matter from fruit or vegetables shall not be deemed to be a can packer;
- "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- "chargehand" means an employee who under the supervision of a foreman, assistant foreman, departmental foreman, forewoman or supervisor is in charge of a group of grade V employees;
- "departmental foreman" means an employee, other than a foreman, an assistant foreman, supervisor, or chargehand who is in charge of a forewoman, supervisors, grade I, II, III, IV and/or V employees, in the fruit preparation and/or canning departments of an establishment;
- "despatch clerk" means an employee engaged in clerical duties and who is responsible for the packing 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;
- "double seamer feeder" means an employee who feeds lids into a double seaming machine and who may start and stop the machine and clear jams in the runway;
- "experience" means in relation to:—

- (a) A despatch clerk or storeman, the total period or periods of employment which such employee has had as a despatch clerk or storeman irrespective of the trade in which such experience was gained;
- (b) a food boiler, a factory clerk, a maker of pickles, a fruit and/or vegetable receiving clerk, a grade I employee or a grade II employee, the total period or periods of employment which such employee has had as a food boiler, a factory clerk, a maker of pickles, a fruit and/or vegetable receiving clerk, a grade I employee or a grade II employee, respectively, in the Preserved Food Industry;

"factory" means any establishment in which any of the operations referred to in the definition of the Preserved Food Industry are carried out and which falls within the

BYLAWE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

OOREENKOMS.

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die

"Food Canning and Allied Workers' Union" aan die een kant (hierna genoem "die werknemers"), en ondergenoemde werkgevers:—

"Associated Cannery, Ltd.",
"H. Jones & Company (S.A.), Ltd.",
"Ziman Bros., Ltd.",
"Zyp Products, Ltd.",

(hierna genoem "die werkgevers"), aan die ander kant.

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Nywerheid vir die Inmaak van Voedsel in die magistraatsdistrikte Johannesburg en Germiston nagekom word deur alle werkgevers, en werknemers vir wie lere by klousule 4 (1) hiervan voorgeskryf word.

2. TERMYN VAN TOEPASSING.

(i) Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid, ingevolge artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, vasgestel word en bly van krag vir drie jaar of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

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

- "bediener van 'n ammoniakperser-installasie," 'n werknemer wat verantwoordelik is vir 'n ammoniakperser-installasie;
- "assistent-voorman," 'n werknemer, uitgesonderd 'n afdelingsvoorman, opsigter of onderbaas wat die voorman help by die verrigting van sy saak en wat in sy afwesigheid vir hom kan waarneem;
- "bediener van outomatiese dubbelnaatmasjien," 'n werknemer wat verantwoordelik is vir 'n outomatiese dubbelnaatmasjien en vir die doeleindes van hierdie woordbepaling, beteken "verantwoordelik wees," verantwoordelikheid vir die werking van die masjien dra;
- "ketelbediener," 'n werknemer wat die waterstand en stoomdruk in 'n stoomketel op peil moet hou en wat die stoomketel kan stook;
- "bediener van 'n kisendrukmasjien," 'n werknemer wat 'n kisendrukmasjien bedien en wie se werk die set en rangskikking van letters en syfers vir die bedruk van houtkiesente insluit;
- "blikkiespakker," 'n werknemer wat met die hand bereide vrugte of groente sorteer volgens maat en/of kwaliteit terwyl sulke produkte gewas en in blikkies of bottels verpak word; 'n werknemer wat vreemde stowwe of beskadigde goed uit vrugte of groente verwyder, word nie as 'n blikkiespakker beskou nie;
- "los werknemer," 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;
- "onderbaas," 'n werknemer wat onder toesig van 'n voorman, assistent-voorman, afdelingsvoorman, voorvrou of opsigter toesig hou oor 'n groep arbeiders;
- "afdelingsvoorman," 'n werknemer, uitgesonderd 'n voorman, assistent-voorman, opsigter of onderbaas, wat toesig hou oor 'n voorvrou, opsigters, graad I-, II-, III- en IV-werknemers en/of V-werknemers in die vrugtebereiding en/of inmaak-afdelings van 'n inrigting;
- "versendingsklerk," 'n werknemer wat klerklike werk doen en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van daardie goedere, die nadel van die pakkies en die merk en adressering daarvan;
- "voerder van dubbelnaatmasjien," 'n werknemer wat die deksels aan die dubbelnaatmasjien voer en wat die masjien kan aansit en stopsit en wat verstoppings in die rolbaan kan wegruim;
- "ervaring," met betrekking tot—

- (a) 'n versendingsklerk of magasynmeester, die totale tydperk of tydperke van diens wat daardie werknemer as 'n versendingsklerk of magasynmeester het, afgesien van die bedryf waarin daardie ervaring verkry is;
- (b) 'n voedselkoker, 'n fabrieksklerk, 'n maker van atjar, 'n ontvangklerk vir vrugte en/of groente, 'n graad I-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke van diens wat daardie werknemer onderskeidelik as 'n voedselkoker, 'n fabrieksklerk, 'n maker van atjar, 'n ontvangklerk vir vrugte en/of groente, 'n graad I-werknemer, of 'n graad II-werknemer in die Nywerheid vir die Inmaak van Voedsel het;

"fabriek," 'n inrigting waarin enigeen van die werksaamhede waarna in die woordbepaling van die Nywerheid vir die Inmaak van Voedsel verwys word, uitgeoefen word en wat

definition of a factory as defined in the Factories, Machinery and Building Work Act, No. 22 of 1941;
 "factory clerk" means an employee who performs one or more of the following duties:—

- Issuing and recording labels;
- assembling orders;
- recording quantities and/or weight of goods consumed;
- weighing goods;
- recording the times worked by employees;
- recording piecework earnings;

and who may generally assist a storeman or despatch clerk and includes an employee who is responsible for receiving goods and checking, recording and off-loading such goods;

"factory clerk, qualified" means a factory clerk who has had not less than one year's experience;

"factory clerk, unqualified," means a factory clerk who has had less than one year's experience;

"factory truck driver" means an employee other than a factory stacking truck driver and/or operator engaged in driving a mechanically propelled truck within the factory premises;

"factory stacking truck driver and/or operator" means an employee engaged in driving a mechanically-propelled truck used for carting and stacking goods, within the factory premises;

"fireman" means an employee engaged in making or maintaining fires in boilers, including stoking, slicing and raking;

"food boiler" means an employee who is responsible for and boils glacé fruit and sauce, and is also responsible for the mixing of fruit and other ingredients according to formula;

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

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

"grade I employee" means an employee engaged in one or more of the following capacities:—

- (1) Ammonia compressor plant attendant;
- (2) automatic bottle labelling machine operator;
- (3) automatic double seaming machine attendant;
- (4) vacuum boiler plant attendant and/or evaporator attendant;
- (5) retort pressure cooker attendant;
- (6) laboratory assistant;
- (7) factory stacking truck driver and/or operator;
- (8) cask and/or barrel repairer;

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

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

"grade II employee" means an employee engaged in one or more of the following capacities or operations:—

- (1) Syrup maker;
- (2) factory truck driver;
- (3) feeding a melon slicing machine with whole melons;
- (4) operating and/or attending one or more of the following power-driven machines:—
 - (a) jam elevator, jam filling or jam cooling;
 - (b) lye scalding;
 - (c) non-automatic seaming or clinching;
 - (d) pulping and disintegrating;
 - (e) box nailing;
 - (f) pea filling and brining;
 - (g) labelling other than an automatic bottle labelling machine;
 - (h) corn cutting, mixing, silking, washing and husking;
 - (i) box-end printing;
 - (j) automatic bottle washing and/or sterilizing;
 - (k) vegetable cutting, slicing, or dicing;
 - (l) melon dicing;
 - (m) citrus automatic quartering or halving;
 - (n) automatic bottle filling and/or corking;
 - (o) pineapple ringing and/or slicing;

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

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

"grade III employee" means an employee engaged in one or more of the following capacities or operations:—

- (1) Fireman;
- (2) measurer;
- (3) passenger lift attendant;
- (4) juice extractor;
- (5) hammer tester;
- (6) making trays or boxes from uncut material;
- (7) soldering by hand;
- (8) double seamer fender;
- (9) operating and/or attending one or more of the following power-driven machines:—
 - (a) exhaust box;
 - (b) sieving;
 - (c) chipping, shredding and mincing;
 - (d) vegetable peeling;
 - (e) pre-heating;

binne die woordbepaling van 'n fabriek val, soos bepaal in die Wet op Fabrieke, Bouwerk en Masjinerie, No. 22 van 1941;

„fabrieksklerk," 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- Etiketie uitgereik en aantekening daarvan hou;
- bestellings bymeekaarmaak;
- aantekening hou van die hoeveelhede en/of gewig van die goedere wat verbruik word;
- goedere afweeg;
- aantekening hou van die tye wat deur werknemers gewerk word;
- aantekening hou van stukwerkverdiens;

en wat 'n magasynmeester of 'n versendingsklerk in die algemeen kan help en sluit 'n werknemer in wat verantwoordelik is vir die ontvang van goedere en vir die nadel, aantekening en aflaai van daardie goedere;

„fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens een jaar ervaring;

„fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as een jaar ervaring;

„fabriekstrokbestuurder," 'n werknemer, uitgesonderd 'n bestuurder en/of bediener van 'n fabriekstapeltrok, wat 'n meganiese trok binne die fabriekspersoneel bestuur;

„bestuurder en/of bediener van 'n fabriekstapeltrok," 'n werknemer wat 'n meganiese trok binne die fabriekspersoneel vir krui en stapel van goedere bestuur;

„stoker," 'n werknemer wat vure in stoomketels maak en aan die brand hou, met inbegrip van stook, opbreek en hark;

„voedselkoker," 'n werknemer wat verantwoordelik is vir die kook van geglaseerde vrugte en sous en dit kook, en wat ook verantwoordelik is vir die vermenging van bestanddele volgens formule;

„voedselkoker, gekwalifiseer," 'n voedselkoker met minstens drie jaar ervaring;

„voedselkoker, ongekwalifiseer," 'n voedselkoker met minder as drie jaar ervaring;

„graad I-werknemer," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:—

- (1) Bediener van ammoniak-perserinstallasie;
- (2) bediener van outomatiese etiketteermasjien vir bottels;
- (3) bediener van outomatiese dubbelnaatmasjien;
- (4) bediener van vakuumpakkingsinstallasie en/of bediener van verdamer;
- (5) bediener van retortperskoker;
- (6) laboratoriumassistent;
- (7) bestuurder en/of bediener van fabriekstapeltrok;
- (8) hersteller van vaatjies en/of vate;

„graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens nege maande ervaring;

„graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as nege maande ervaring;

„graad II-werknemer," 'n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede in diens is:—

- (1) Stroopmaker;
- (2) fabriekstrokbestuurder;
- (3) heel vaatlemoene aan die vaatlemoensnymasjien voer;
- (4) bediening en/of versorging van een of meer van die volgende kragmasjiene:—
 - (a) Konfytellevator, konfytvuller of konfytkoeler;
 - (b) looguitkoker;
 - (c) nie-outomatiese naat- of omklikwerk;
 - (d) pulpmaak en oplos;
 - (e) kassies spyker;
 - (f) met ertjies vul en pekel;
 - (g) etiketteer, maar nie met 'n outomatiese etiketteermasjien vir bottels nie;
 - (h) mielies onsnay, meng, ofstroop, was en afmaak;
 - (i) kisente bedruk;
 - (j) outomatiese bottelwas- en/of steriliseerwerk;
 - (k) groente sny, in skyfies of in blokkies sny;
 - (l) vaatlemoene in blokkies sny;
 - (m) sitrus outomaties in kwarte en helftes sny;
 - (n) outomaties bottels vul en/of toekurk;
 - (o) pynappelringe en/of -skyfies sny;

„graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens ses maande ervaring;

„graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer met minder as ses maande ervaring;

„graad III-werknemer," 'n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede in diens is:—

- (1) Stoker;
- (2) afmeter;
- (3) bediener van passasiershyser;
- (4) sapuitdrukker;
- (5) hamertoets;
- (6) plat kassies en kassies uit ongesnyde materiaal maak;
- (7) met die hand soldeer;
- (8) dubbelnaatmasjien voer;
- (9) bediening en/of versorging van een of meer van die volgende kragmasjiene:—
 - (a) Afvoerpot;
 - (b) sif;
 - (c) snipper, repies sny en maal;
 - (d) groente afskil;
 - (e) voorverhitting;

- (f) melon peeling and stripping;
- (g) pumping;
- (h) mixing and/or beating;
- (i) can lacquering;
- (j) automatic can syringing;

"grade IV employee" means an employee engaged in one or more of the following capacities or operations:—

- (1) Can packing;
- (2) cleaning citrus peel by hand for making cut and/or candied peel;
- (3) goods lift attendant;
- (4) hand labeller;
- (5) washing, ironing and/or mending overalls;
- (6) perforating labels;
- (7) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables, by hand or hand operated machine for candying, glacing and/or crystallising;
- (8) packing glacé fruit or candied fruit, or mixed pickles individually by hand into boxes, cartons, jars, tins, bottles or other containers;
- (9) cooking rations;
- (10) binder and/or strapper of boxes and/or other containers other than by hand;
- (11) operator of any machine not elsewhere specified in this agreement;

"hammer tester" means an employee who by hand, or by means of a hammer or other like instrument, tests goods for soundness;

"hand labeller" means an employee engaged in affixing labels to tins of a capacity of less than seven pounds (7 lb.), or to bottles;

"juice extractor" means an employee engaged in filling filter bags with processed fruit and water and placing them into juice extracting machines;

"laboratory assistant" means an employee who under the supervision of a chemist or a chemical technician, prepares samples and who may make initial and routine tests and record the results thereof;

"grade V employee" means an employee engaged in one or more of the following capacities or operations:—

- (1) Cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements, machinery, filter presses or other articles;
- (2) oiling and greasing vehicles other than motor vehicles;
- (3) making tea or similar beverages;
- (4) washing bottles, tins, dishes or other containers by hand;
- (5) Delivering letters, messages or articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (6) making, maintaining or drawing fires, other than in steam boilers, or removing refuse or ashes;
- (7) loading or unloading, lifting, carrying, moving or stacking goods, or other movables;
- (8) assisting on delivery vehicles other than driving or effecting repairs;
- (9) pushing or pulling any manually propelled vehicle or truck;
- (10) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (11) loosening shooks, assembling and nailing trays, crates and boxes from shooks or ready prepared material by hand;
- (12) repairing trays, crates or boxes by hand;
- (13) binding and/or strapping of boxes and/or other containers by hand;
- (14) stencilling or marking (but not addressing by hand) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums or other packages;
- (15) gardening work (planting under supervision, digging, raking, moving, spreading, mixing, watering); sweeping roads or paths;
- (16) herding, driving or tending animals;
- (17) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;
- (18) folding containers or paper;
- (19) inserting liners, discs or rings into lids by hand;
- (20) packing articles of a uniform size and number into containers specially made to contain such articles;
- (21) straightening bent flanges of cans;
- (22) fixing labels by hand to tins of a capacity of 7 lbs. or more;
- (23) crowning, corking or placing any other stopper or closer in or on bottles or jars by hand;
- (24) spreading fruit and/or vegetables on a belt or conveyor;
- (25) feeding and taking off fruit, vegetables, boxes, cans or other material on to or from belts or machines, other than feeding lids into a double seaming machine;
- (26) reaming citrus fruit;
- (27) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables by hand or hand-operated machine, other than for candying, glacing and/or crystallising, sorting empty jars, bottles, tins, or other containers, sorting, counting or bundling empty sacks or bags;

- (f) waatlemoene afskil en in repies sny;
- (g) pomp;
- (h) meng en/of slaan;
- (i) blikkies vernis;
- (j) outomatiese blikkiesstroopvulmasjien;

"graad IV-werknemer," 'n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede in diens is:—

- (1) Blikkies verpak;
- (2) met die hand sitruskille skoonmaak vir die maak van gesnyde en/of versuikerde skil;
- (3) bediener van goederehyser;
- (4) handetiketteerder;
- (5) oorpakke was, stryk en/of herstel;
- (6) etikette perforeer;
- (7) met die hand of met 'n handmasjien, vrugte en/of groente was, sorteer, afskil, reg sny, in skyfies sny, pitte uithaal, afskaaf, uithol of opsnay om dit te versuiker, glaseer en/of kristalliseer;
- (8) geglaseerde vrugte, of fyngesnyde versuikerde vrugte, of atjar stuksgewys met die hand in kassies, kartonne, kruike, blikkies, bottels of ander houers verpak;
- (9) rantsoene kook;
- (10) kassies en/of ander houers vasbind en/of bande met die hand omslaan;
- (11) bediener van enige masjien wat nie elders in die Ooreenkoms genoem word nie;

"hamertoets," 'n werknemer wat met die hand of met behulp van 'n hamer of ander dergelike instrument, goedere toets of hulle in goeie toestand verkeer;

"handetiketteerder," 'n werknemer wat blikke van 'n inhoud van minder as sewe pond (7 pd.), of bottels, van etikette voorsien;

"sapijtdrukker," 'n werknemer wat filtersakke met prosesbewerkte vrugte en water vul, en hulle in die sapijtdrukmasjiene plaas;

"laboratoriumassistent," 'n werknemer wat onder toesig van 'n chemikus of chemie-tenikus, monsters voorberei en wat eerste en roetine toetse kan uitvoer en aantekening daarvan hou;

"graad V-werknemer," 'n werknemer wat in een of meer van die volgende hoedanighede, of werksaamhede, in diens is:—

- (1) Persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (2) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (3) tee of soortgelyke drankke maak;
- (4) bottels, blikkies, skale of ander houers met die hand was;
- (5) briewe, boodskappe of artikels te voet of per fiets, driewieler of handvoertuig aflewer;
- (6) vure maak, aan die brand hou of trek, uitgesonderd vure in stoomketels; afval en as verwyder;
- (7) goedere of ander verplaasbare artikels laai of aflaai, optel, dra, verplaas of stapel;
- (8) op afleweringvoertuie, uitgesonderd die bestuur of herstel daarvan, help;
- (9) 'n handvoertuig of trok stoot of trek;
- (10) deure, vensters, boligte, kassies, sakke, dromme of ander pakkies oopmaak, verseël of toemaak;
- (11) duie losmaak, platkissies, kratte en kassies met die hand saamstel en spyker uit duie of klaargemaakte materiaal;
- (12) bakke, kratte of kassies met die hand herstel;
- (13) kassies en/of ander houers met die hand vasbind en/of bande omslaan;
- (14) sjabloneer of merk (maar nie adresseer met die hand nie) van kassies, sakke, kartonne of ander houers of klaargeadresseerde etikette aan kassies, sakke, kartonne, dromme, of ander pakkies heg;
- (15) tuinmaak (onder toesig plant, graaf, hark, grassny, spreid, meng, natmaak); paai of paadjies veeg;
- (16) diere oppas, dryf of versorg;
- (17) riefvelselsbord, of ander soortgelyke houers met die hand uitpak of oopmaak; klaargemaakte houers fassoeneer;
- (18) houers of papier vou;
- (19) voerings, skyfies of ringe met die hand in deksels insit;
- (20) artikels van gelyke vorm en getal in houers plaas wat spesiaal gemaak is om daardie artikels te bevat;
- (21) gebuigde flense van blikkies regmaak;
- (22) blikkies van 'n inhoud van 7 pd., of meer, met die hand van etikette voorsien;
- (23) bottels of kruike met die hand van kroonkurke, kurke of ander proppe of afsluiters voorsien;
- (24) vrugte en/of groente op 'n lopende band of vervoerder plaas;
- (25) vrugte, groente, kassies, blikkies of ander materiaal aan vervoerbande of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjien voer nie;
- (26) sitrusvrugte uithol;
- (27) vrugte en/of groente was, sorteer, afskil, afwerk, in skyfies sny, uithol, pitte uithaal, skil, uithol of opsnay met die hand of handmasjiene, behalwe om dit te versuiker, te glaseer en/of te kristalliseer, leë kruike, bottels, blikkies, of ander houers sorteer, tel of bondel van leë sakke;

- (28) removing stones or pips from fruit by hand;
- (29) packing prepared, raw, blanded or heated fruit or vegetables into containers or bottles, other than can packing;
- (30) filling tins, casks, bags, bottles or other containers by hand, but does not include packing glacé fruit or mixed candied fruit, or mixed pickles individually by hand into boxes, cartons, jars, tins, bottles or other containers or can packing;
- (31) dipping fruit and/or vegetables, cut or uncut into water;
- (32) opening or closing cocks or valves under supervision of a foreman, assistant foreman, mechanic, supervisor or machine operator;
- (33) weighing to a set scale;
- (34) rubber stamping;
- (35) cracking nuts or kernels;
- (36) sieving by hand;
- (37) grinding, milling or pulping by hand;
- (38) operating a hand hoist;
- (39) ladling;
- (40) steam heating drums;
- (41) sorting out chunks of citrus peel after shredding;
- (42) emptying containers other than jam pans;
- (43) stirring by hand, other than stirring jam;

"machine or plant operator and/or attendant" means an employee who operates, attends, starts and stops a power-driven machine and who may make adjustments thereto and/or feed or take off from such machine, and the expression "operating or attending a machine" has a corresponding meaning;

"machine handyman" means an employee, other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings, or other equipment;

"maker or boiler of pickles" means an employee who, under the supervision of a foreman or assistant foreman, is in charge of and responsible for the making of pickles;

"maker or boiler of pickles, qualified" means a maker or boiler of pickles, who has had not less than three years' experience;

"maker or boiler of pickles, unqualified" means a maker or boiler of pickles, who has had less than three years' experience;

"measurer" means an employee engaged in and responsible for weighing out, other than to a set scale, quantities of fruit or other ingredients for manufacturing, and shall include an employee who weighs syrup in an automatic syrup boiling plant;

"mechanic" means a skilled tradesman or artisan and includes a cooper;

"motor vehicle driver" means an employee other than a factory stacking truck driver and/or operator or a factory truck driver engaged in driving a motor vehicle and, for the purposes 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 and all periods during which he is obliged to remain at his post in readiness to drive;

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

"Preserved Food Industry" means the industry in which an employer and his employees are associated in a factory for the manufacture and/or canning of jams, fruits, vegetables, pickles and/or sauces and includes all operations incidental thereto, or consequent thereon carried on by any such employer and his employees;

"protective clothing attendant" means an employee engaged in handing out and controlling the use of overalls, aprons, gloves, galoshes, waterproofs or other protective clothing, including the supervision of the washing, ironing and mending of overalls, and/or who is in charge of a cloakroom;

"retort pressure cooker attendant" means an employee who is in charge of a retort cooker pressure;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw material, vagaries of the weather or a general breakdown of plant or machinery caused by accident or other unforeseen emergency;

"stirrer and/or pan emptier" means an employee engaged in stirring jams during cooking and/or emptying pans of cooked jams into receptacles other than by ladling;

"storeman" means a clerical employee in general charge of stores or finished products and who is 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 a factory or for despatch;

"syrupmaker" means an employee who boils and/or builds up syrup either from sugar or syrup to a prescribed density;

"supervisor" means an employee, other than a foreman, departmental foreman, assistant foreman or forewoman, who supervises a group or section of Grade I, Grade II, Grade III or Grade IV employees, or chargehands or factory clerks who may supervise Grade V employees;

"vacuum boiler plant attendant" means an employee who operates a vacuum boiling plant and who is responsible for the production by the plant of concentrated liquids;

(28) pitte uit vrugte met die hand verwyder;

(29) voorbereide, vars, gemengde of verhitte vrugte of groente in houers of bottels, uitgesonderd blikkies, verpak;

(30) blikkies, vaatjies, sakke, bottels of ander houers met die hand vul, maar nie geglaseerde vrugte of gemengde versuikerde vrugte of atjar afsonderlik met die hand in kassies, kartonne, kruike, blikkies of ander houers of kanne verpak nie;

(31) vrugte en/of groente, gesny of nie gesny, in water in-doop;

(32) onder toesig van 'n voorman, assistent-voorman, werktuigkundige, opsigter of masjienbediener, krane of kleppe oopmaak of toemaak;

(33) op 'n gestelde skaal afweeg;

(34) rubbers:empels gebruik;

(35) neutte of pitte kraak;

(36) met die hand sif;

(37) met die hand fynmaak, maal of pulpmaak;

(38) 'n handhyser bedien;

(39) uitskep;

(40) dromme met stoom verhit;

(41) stukke sitruskil sorteer nadat dit versnipper is;

(42) houers leegmaak, maar nie konfytpanne nie;

(43) met die hand roer maar nie konfyt nie;

„masjien- of installasiebediener en/of versorger,” 'n werknemer wat 'n kragmasjien bedien, versorg, aansit en stopsit, en wat verstellers daaraan kan verrig en/of sulke masjien kan voer of daarvan afneem, en die uitdrukking „'n masjien bedien of versorg” het 'n ooreenkomstige betekenis;

„masjienhandlanger,” 'n werknemer, uitgesonderd 'n werktuigkundige, wat klein herstellings en verstellers aan masjinerie, installasie, geboue of ander uitrusting uitvoer;

„maker of koker van atjar,” 'n werknemer wat onder toesig van 'n voorman of assistent-voorman, beheer het oor en verantwoordelik is vir die maak van atjar;

„maker of koker van atjar, gekwalifiseer,” 'n maker of koker van atjar met minstens drie jaar ervaring;

„maker of koker van atjar, ongekwalifiseer,” 'n maker of koker van atjar met minder as drie jaar ervaring;

„afmeter,” 'n werknemer wat verantwoordelik is vir en die werk verrig van afweeg, maar nie met 'n gestelde skaal nie, van hoeveelheid vrugte of ander bestanddele vir vervaardiging en dit sluit 'n werknemer in wat stroop in 'n outomatiese stroopkookinstallasie afweeg;

„werktuigkundige,” 'n gekoolde ambagsman of werksman en dit sluit 'n kuiper in;

„motorvoertuigbestuurder,” 'n werknemer wat 'n motorvoertuig bestuur, uitgesonderd 'n bestuurder en/of bediener van 'n fabriekstapeltrou, of 'n fabriekstrokbestuurder, en vir die doeleindes van hierdie woordbepaling, sluit „'n motorvoertuig bestuur” in alle tydperke wat bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig, of die vraag en al die tydperke wat hy verlig is om op sy pos te bly in gereedheid om te bestuur;

„stukwerk,” 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid of die omvang van die werk gedaan berus;

„Nywereid vir die Inmaak van Voedsel,” die nywereid-waarin 'n werkgewer en sy werknemers in 'n fabriek verbode is vir die vervaardiging en/of inmaak van konfyt, vrugte, groente, atjar en/of sous, met inbegrip van alle werksaamhede wat daarby behoort of daaruit voortspruit, en wat deur enigeen van die werkgewer en sy werknemers uitgeoefen word;

„versorger van beskermende klere,” 'n werknemer wat oor pakke, voorskote, handskoene, oorskoene, waterdigte jasse of ander beskermende klere uitreik en die gebruik daarvan konroleer, met inbegrip van die was, stryk en herstel van oorpakke en/of wat 'n verantwoordelik is vir 'n kleedkamer;

„retortkokerbediener,” 'n werknemer wat verantwoordelik is vir 'n retort-drukkoker;

„korttyd,” 'n tydelike vermindering van die geal gewone werkure as gevolg van slapte in die bedryf, tekort aan grondstowwe, ongunstige weersgesteldheid, of 'n algehele onklaarraking van installasie of masjinerie wat deur ongeval of ander onvoorsiene noodgeval veroorsaak word;

„roerder en/of panleegmaker,” 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt uitgiet in houers, maar nie uitskep nie;

„magasynmeester,” 'n klerklike werknemer algemeen verantwoordelik vir voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bêre, verpakking of uitpak van goedere in 'n magasyn of pakhuis en/of die aflewering van goedere uit 'n magasyn of pakhuis van die verbruiksafdelings van 'n fabriek, of vir versending;

„stroopmaker,” 'n werknemer wat van suiker of stroop, stroop van 'n voorgeskrewe dikte kook en/of opbou;

„opsigter,” 'n werkmán, uitgesonderd 'n voorman, afdelingsvoorman, assistent-voorman of voorvrou wat toesig hou oor 'n groep of afdeling graad I-, graad II-, graad III- of graad IV-werknemers, of onderbase of fabrieksklerke wat toesig oor graad V-werknemers kan hou;

„bediener van vakuumpakkingsinstallasie,” 'n werknemer wat 'n vakuumpakkingsinstallasie bedien en wat verantwoordelik is vir die produseer van gekonsentreerde vloeistowwe deur die installasie;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clauses 6 (1) and 6 (2);

"watchman" means an employee engaged in guarding premises and/or property.

(2) In classifying an employee for the purpose of this Agreement, he shall be deemed to be in the class in which he is wholly or mainly employed.

4. REMUNERATION.

(1) The minimum wage to be paid by an employer to each member of the undermentioned classes of employees shall be as set out hereunder:—

	Per Week.		
	£.	s.	d.
Assistant foreman	5	17	6
Boiler attendant	2	15	0
Chargehand	2	9	6
Despatch clerk or storeman, male, qualified	5	15	5
Despatch clerk or storeman, male, unqualified—			
First year of experience	1	16	11
Second year of experience	2	13	1
Third year of experience	3	9	3
Fourth year of experience	4	5	4
Fifth year of experience	5	1	6
Departmental foreman	4	12	3
Factory clerk, qualified	2	19	0
Factory clerk, unqualified—			
First 6 months of experience	2	4	6
Second 6 months of experience	2	13	6
Food boiler or maker or boiler of pickles: Qualified	6	0	6
Unqualified—			
First six months of experience	2	4	0
Second six months of experience	2	17	0
Third six months of experience	3	10	0
Fourth six months of experience	4	3	0
Fifth six months of experience	4	15	6
Sixth six months of experience	5	8	0
Grade I employee, qualified	3	9	9
Grade I employee, unqualified—			
First 3 months of experience	2	7	3
Second 3 months of experience	2	14	9
Third 3 months of experience	3	1	9
Grade II employee, qualified	3	0	0
Grade II employee, unqualified—			
First 3 months of experience	2	3	6
Second 3 months of experience	2	11	6
Grade III employee	2	9	0
Grade IV employee, male	2	2	6
Grade IV employee, female	1	14	0
Grade V, male, over 18 years of age	1	18	6
Grade V, male, under 18 years of age	1	11	6
Grade V, female, over 18 years of age	1	13	0
Grade V, female, under 18 years of age	1	6	6
Machine handyman	5	13	0
Motor vehicle driver	4	11	6
Protective clothing attendant	2	3	6
Stirrer and/or pan emptier	2	2	6
Supervisor, male	3	10	0
Supervisor, female	2	8	6
Watchman	2	17	6

Casual employee: One fifth of weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform, for each day or part of a day of employment.

(2) *Basis of Contract.*—For the purposes of this clause, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3), and in clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages, terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1), shall pay to such employee a wage for all the ordinary hours of work of the factory on that day—

(i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class, plus thirty per cent., divided by the number of ordinary hours worked by such employee in

„loon," daardie gedeelte van die besoldiging wat aan 'n werknemer in kontant betaal moet word ten opsigte van die gewone werkure wat in klousule 6 (1) en 6 (2) voorgeskryf word;

„wag," 'n werknemer wat persele en/of eiendomme bewaak.

(2) Vir die indeling van 'n werknemer vir die doeleindes van hierdie Ooreenkoms, word dit beskou dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat deur 'n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, is die volgende:—

	Per week.		
	£	s.	d.
Assistent-voorman	5	17	6
Ketelbediener	2	15	0
Onderbaas	2	9	6
Versendingsklerk, of magasynmeester, manlik, gekwalifiseer	5	15	5
Versendingsklerk of magasynmeester, manlik, ongekwalifiseer—			
eerste jaar ervaring	1	16	11
tweede jaar ervaring	2	13	1
derde jaar ervaring	3	9	3
vierde jaar ervaring	4	5	4
vyfde jaar ervaring	5	1	6
Afdelingsvoorman	4	12	3
Fabrieksklerk, gekwalifiseer	2	19	0
Fabrieksklerk, ongekwalifiseer—			
eerste ses maande ervaring	2	4	6
tweede ses maande ervaring	2	13	6
Voedselkoker of maker of koker van atjar, gekwalifiseer	6	0	6
Voedselkoker of maker of koker van atjar, ongekwalifiseer—			
eerste ses maande ervaring	2	4	0
tweede ses maande ervaring	2	17	0
derde ses maande ervaring	3	10	0
vierde ses maande ervaring	4	3	0
vyfde ses maande ervaring	4	15	6
sesde ses maande ervaring	5	8	0
Graad I-werknemer, gekwalifiseer	3	9	9
Graad I-werknemer, ongekwalifiseer—			
eerste drie maande ervaring	2	7	3
tweede drie maande ervaring	2	14	9
derde drie maande ervaring	3	1	9
Graad II-werknemer, gekwalifiseer	3	0	0
Graad II-werknemer, ongekwalifiseer—			
eerste drie maande ervaring	2	3	6
tweede drie maande ervaring	2	11	6
Graad III-werknemer	2	9	0
Graad IV-werknemer, manlik	2	2	6
Graad IV-werknemer, vroulik	1	14	0
Graad V, manlik, oor 18 jaar	1	18	6
Graad V, manlik, onder 18 jaar	1	11	6
Graad V, vroulik, oor 18 jaar	1	13	0
Graad V, vroulik, onder 18 jaar	1	6	6
Masjienhandlanger	5	13	0
Motorvoertuigbestuurder	4	11	6
Bediende vir beskermende klere	2	3	6
Roerder en/of panleegmaker	2	2	6
Opsigter, manlik	3	10	0
Opsigter, vroulik	2	8	6
Wag	2	17	6

Los werknemer: Een-vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te verrig, vir elke dag of gedeelte van 'n dag diens.

(2) *Basis van kontrak.*—Vir die doeleindes van hierdie klousule, is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens soos bepaal in subklousule (3) en in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werkure, soos voorgeskryf in klousule 6 (1), of minder gewerk het.

(3) *Differensiële loonskaal.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis, of hom toestaan, om op 'n dag ditsy bo en behalwe sy eie werk of in plaas daarvan, altesame vir meer as een uur werk van 'n ander klas te verrig, waarvoor of—

(a) 'n hoër loon as dié vir sy eie klas; of

(b) 'n opgaande loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas

voorgeskryf word in subklousule (1) moet dié werknemer vir al die gewone werkure van die fabriek op daardie dag, soos volg betaal:—

(i) In die geval waarna in paragraaf (a) verwys word, vir elke uur teen 'n skaal wat gelyk is aan die hoogste weekloon, gedeel deur die getal gewone werkure wat deur die werknemer in 'n week gewerk word;

(ii) in die geval waarna in paragraaf (b) verwys word, vir elke uur teen 'n skaal wat gelyk is aan die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word, plus dertig persent, gedeel deur die getal gewone

each week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1);

Provided that where the sole difference between classes is in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

5. PAYMENT OF REMUNERATION.

(1) *Employee other than a Casual Employee.*—Save as provided in clause 7 (3), any amount due to an employee other than a casual employee shall be paid in cash weekly, or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within fifteen minutes of ceasing work on the usual pay-day of the factory or on termination of employment, if this takes place before the usual pay-day and shall be contained in an envelope or other container or accompanied by a statement, showing the employer's name, employee's name or pay-roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, 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.

(6) *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:—

- With the written consent of his employee, a deduction for holiday, sick insurance, provident or pension funds or subscriptions to an employees' organisation; provided that in the case of a deduction for sick or provident funds in terms of the proviso to clause 8 (1), the written consent of the employee need not be obtained;
- except where otherwise provided for in this Agreement, whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- a deduction of any amount which an employee by any law or any order of any competent court is required or permitted to make;
- a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Dingaan's Day or Christmas Day on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day;
- when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Board	0 3 0	0 13 0
Lodging	0 2 0	0 8 8
Board and lodging	0 5 0	1 1 8

(f) Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made—

- in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than four hours' notice of his intention so to reduce the ordinary hours of work;
- in the case of short-time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

werkure wat deur die werknemer in elke week gewerk word; met dien verstande dat die werknemer nie ten opsigte van die dag waarop hy die werk verrig op 'n totale bedrag geregtig is wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer in die klas teen die loonskaal wat vir hom in subklousule (1) voorgeskryf word, verskuldig sou wees nie;

met dien verstande dat as die enigste onderskeid tussen klasse kragtens subklousule (1) gebaseer is op ervaring, geslag of ouderdom, die bepalinge van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer ook al die loon wat aan 'n werknemer verskuldig is, kragtens klousule 5 (1) maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen die skaal van 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer.*—Behoudens soos bepaal in klousule 7 (3), moet elke bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks, of as die werkgewer en werknemer aldus skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure, of vyftien minute na beëindiging van werk, op die gewone betaaldag van die fabriek, of by beëindiging van die diens as dit voor die gewone betaaldag plaasvind, en dit moet in 'n koevert of ander houer wees, of vergesel wees van 'n staat wat die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se bedryf, die getal gewone ure en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, vermeld.

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

(3) *Premies.*—Geen betaling ten opsigte van diensverskaffing aan of opleiding van 'n werknemer, mag regstreks of onregstreks aan 'n werkgewer gedoen of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgewer kan nie van sy werknemer vereis om van hom of van 'n winkel of persoon wat hy aanwys, goedere te koop nie.

(5) *Kos en huisvesting.*—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Wysigingswet, 1945, of in die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat hy aanwys, kos en/of huisvesting aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer kan geen boetes van sy werknemer hef, of enige bedrag van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

- Met die skriftelike toestemming van sy werknemer, 'n korting vir verlof, siekte-, versekering-, voorsorg- of pensioenfondse, of ledelgelde vir 'n werknemersorganisasie; met dien verstande dat in die geval van 'n aftrekking vir siekte- of voorsorgfondse ingevolge die voorbehooldbepaling van klousule 8 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry;
- behalwe waar andersins in hierdie Ooreenkoms bepaal word, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat sodanige werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het, wanneer ook al die werknemer van sy werk afwesig is;
- 'n aftrekking van die bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is, of toegestaan word, om af te trek;
- ten opsigte van elke publieke vakansiedag, uitgesonderd Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy so moet ontvang as hy op sodanige dag gewerk het;
- as 'n werknemer toestem of verplig is om kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturelle-arbeid Regelingswet, 1911, kos en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Kos	0 3 0	0 13 0
Huisvesting	0 2 0	0 8 8
Kos en huisvesting	0 5 0	1 1 8

(f) Ingeval die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd verminder word, ten opsigte van elke uur van daardie vermindering 'n aftrekking van die werknemer se weekloon gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word; met dien verstande dat geen aftrekking toegelaat word nie—

- in die geval van korttydwerk wat veroorsaak word deur 'n tydelike slapte in die bedryf, of tekort aan grondstowwe, of aan transport, tensy die werkgewer sy werknemers minstens vier uur kennis geege het van sy voorneme om die gewone werkure aldus te verminder;
- in die geval van korttydwerk wat veroorsaak word deur ongunstige weersgesteldheid, of 'n algemene onklaaraking van installasie of masjinerie, as gevolg van ongeval of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis geege het dat geen werk geskikbaar sal wees nie.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Dingaan's Day and Christmas Day; provided that an employee may be required to work on any such day;

Provided further, that in the case of an employee who works a five day week, when such holiday falls on the sixth day of the week, the provisions of this clause shall not apply.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee other than a casual employee works on New Year's Day, Good Friday, Dingaan's Day, or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in sub-clause (1), plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each day not less than the daily wage prescribed in clause 4 (1) for a casual employee, plus, in respect of each hour or part of an hour so worked, such wage divided by eight.

(3) *Payment for Work on Sundays.*—Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or

(b) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual employee.

(5) *Savings.*—The provisions of sub-clauses 3 (a) and 3 (b) shall not apply to managers, foremen or persons holding responsible positions who receive remuneration at the rate of not less than £540 per annum, excluding cost of living allowance.

10. PROPORTION OR RATIO.

An employer shall employ on each shift a qualified food boiler, a qualified maker of pickles, a qualified factory clerk, a qualified grade I employee and a qualified grade II employee, before he may employ an unqualified food boiler, an unqualified maker of pickles, an unqualified factory clerk, an unqualified grade I employee or an unqualified grade II employee, respectively, and he shall employ not less than one qualified food boiler, one qualified maker of pickles, one qualified factory clerk, one qualified grade I employee and one qualified grade II employee for each two unqualified food boilers, unqualified makers of pickles, unqualified factory clerks, unqualified grade I employees or unqualified grade II employees respectively, employed by him.

11. PIECE-WORK OR TASK-WORK.

(1) Save as provided in clause 5 (6) an employer shall pay to his employee employed on piecework for any period, remuneration at the rates agreed upon between the employer and his employee: provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than—

(a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class;

(b) in the case of a casual employee, in respect of each day on which piecework is performed, the wage prescribed in clause 4 (1) for a casual employee.

(2) An employer shall keep posted up in a conspicuous place in his factory, a schedule of the piecework rates referred to in sub-clause (1), and shall not reduce such rates unless he has given his employee not less than two weeks' notice of the proposed alteration.

12. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in good condition, free of charge any overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, and he shall at his own cost and expense, launder or cause to be laundered, such overalls and/or protective clothing or pay to his employee in lieu of rendering such laundering service the sum of 6d. per week at the same time as he pays his remuneration. Any such overalls and/or protective clothing shall remain the property of the employer.

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

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

(2) Vir die doeleindes van hierdie klousule, het die uitdrukking „diens" dieselfde betekenis as in klousule 7 (6).

9. PUBLIEKE VAKANSIEDAE EN SONDAE.

(1) *Publieke vakansiedae.*—'n Werknemer is geregtig tot verlof met volle betaling wat hom toegestaan moet word op Nuwejaarsdag, Goëie-Vrydag, Dingaansdag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op sulke dae te werk; voorts met dien verstande dat in die geval van 'n werknemer wat 'n vyfdaagse week werk en sodanige vakansiedag op die sesde dag van die week val, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) *Betaling vir werk op publieke vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goëie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die loon waarna in subklousule (1) verwys word, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

(b) As 'n los werknemer op Nuwejaarsdag, Goëie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word, betaal, plus ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, sodanige loon gedeel deur agt.

(3) *Betaling vir werk op Sondag.*—As 'n werknemer, uitgesonderd 'n los werknemer, op Sondag werk, moet sy werkgever hom—

(a) of minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word;

(b) of vir elke uur of gedeelte van 'n uur wat aldus gewerk word minstens 1½ maal sy gewone loon betaal ten opsigte van die hele tydperk wat op daardie Sondag gewerk word en hom binne sewe dae vanaf die Sondag een dag verlof toestaan en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op die verlofdag sy gemiddelde gewone getal ure vir daardie dag van die week gewerk het.

(4) As 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

(5) *Voorbehoud.*—Die bepalinge van subklousule 3 (a) en 3 (b) is nie van toepassing op bestuurders, voormanne of persone wat verantwoordelike betrekkinge beklee en wat besoldiging ontvang, behalwe lewenskostoelae, van minstens £540 per jaar nie.

10. GETALLEVERHOUDING.

'n Werkgever moet op elke skof 'n gekwalifiseerde voedselkoker, 'n gekwalifiseerde maker van atjar, 'n gekwalifiseerde fabrieksklerk, 'n gekwalifiseerde graad I-werknemer, en 'n gekwalifiseerde graad II-werknemer in diens hê, voordat hy onderskeidelik 'n ongekwalifiseerde voedselkoker, 'n ongekwalifiseerde maker van atjar, 'n ongekwalifiseerde fabrieksklerk, 'n ongekwalifiseerde graad I-werknemer, of 'n ongekwalifiseerde graad II-werknemer in diens mag hê en hy moet minstens een gekwalifiseerde voedselkoker, een gekwalifiseerde maker van atjar, een gekwalifiseerde fabrieksklerk, een gekwalifiseerde graad I-werknemer en een gekwalifiseerde graad II-werknemer in diens hê vir onderskeidelik elke twee ongekwalifiseerde voedselkokers, ongekwalifiseerde makers van atjar, ongekwalifiseerde fabrieksklerke, ongekwalifiseerde graad I-werknemers, of ongekwalifiseerde graad II-werknemers by hom in diens.

11. STUKWERK OF TAAKWERK.

(1) Behoudens soos bepaal in klousule 5 (6), moet 'n werkgever sy werknemer wat vir enige tydperk stukwerk verrig, besoldiging betaal teen die skale soos tussen die werkgever en sy werknemer ooreengekom; met dien verstande dat afgesien van die hoeveelheid of omvang van die werk wat verrig is, die werkgever die werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die loon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

(2) 'n Werkgever moet op 'n opvallende plek in sy fabriek 'n rooster van die stukwerkskale waarna in subklousule (1) verwys word, vertoon hou, en hy kan daardie skale nie verlaag tensy hy sy werknemer minstens twee weke kennis van die voorgename wysiging gegee het nie.

12. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet oorpakke en/of beskermende klere wat hy van sy werknemer mag vereis om te dra, of wat hy ingevolge wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in goeie toestand onderhou en hy moet die oorpakke en/of beskermende klere op sy koste was en stryk, of laat was en stryk, of aan sy werknemer, in plaas van daardie was- en strykdienste te verleen, tegelyk met die betaling van sy besoldiging, 6d. per week betaal.

Die oorpakke en/of beskermende klere bly die werkgever se eiendom.

13. VERBOD OP IN DIENS HÊ VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

'n Werkgever mag nie persone onder die ouderdom van 15 jaar in diens hê nie.

14. SICK BENEFIT FUND.

(1) There is hereby established a Sick Benefit Fund, to be known as the S.A. Food Canning and Allied Workers' Medical Aid Society, in this section referred to as "the Fund". The Fund shall be financed out of contributions in terms of sub-section (3); provided that the disbursement from the Fund shall cease whenever the amount standing to the credit of the Fund falls below £100 and shall not recommence until the amount standing to the credit of the Fund exceeds £150.

(2) Members of the Fund shall be employees who are covered by this Agreement and who are actively employed in the Industry, and who in terms of sub-clause (3) of the clause have paid in one week's contribution to the Fund; provided that employees in receipt of wages in excess of £6 per week, shall not be eligible for membership.

(3) For the purpose of this Fund, each employer shall, on the pay day of each week as and from the first day after this Agreement comes into operation, deduct from the remuneration of each employee in his employ, the amount of 4d. and contribute 4d. for such employee; provided that no such deduction shall be made from the remuneration of employees in receipt of wages in excess of £6 per week. The total amount collected under this section shall be forwarded to the Secretary of the Fund, by the employer, together with a statement showing the number and full names of the employees from whom the deductions were made not later than the day following on the day on which such deductions were made.

(4) Such funds shall be applied to provide members of the Fund with the following benefits:—

- (a) In the case of an employee who is unable to work because of sickness, sick pay equivalent to two-thirds his wage, exclusive of cost of living allowance and commission for a maximum period of thirteen weeks per annum reckoned from the date the first payment accrues; provided that such employee has made not less than 13 weekly payments to the Fund in terms of sub-clause (3) of this clause; and provided further that no employee shall be entitled to sick pay if the duration of such employee's illness is two days or less.
- (b) Free medical attention and services by the Fund's doctors; provided that such attention and services shall not include obstetrics, major surgery, X-ray treatment, electrical treatment and midwifery; provided further that midwifery attention and services shall be provided in the case of a miscarriage.
- (c) Free medicines on production of a prescription from the Fund's doctor.
- (d) Free dental services confined to examination, extractions and filling (excluding gold work).
- (e) The cost of dentures to the extent of one-quarter the total cost; provided that such dentures are made by the Fund's dentist.

Any provision of this sub-clause notwithstanding, members of the Fund shall not be entitled to receive from the Fund any benefits in respect of illness or injuries for which they are entitled to compensation under Government Regulations.

(5) The Fund shall be administered by a Management Committee consisting of three representatives of the employers and three of the employees duly elected by the employer and employee parties to this Agreement respectively. The Rules of the Fund shall be adopted and may thereafter be amended from time to time by the Committee.

(6) Should a dispute at any time arise as to the provisions of the Rules or the administration of the Fund and the members of the said Committee are equally divided, it shall submit the matter in dispute to arbitration.

(7) In the event of the Agreement lapsing by effluxion of time, or for any other cause, the Fund shall continue to be administered by the Committee until such Fund shall be exhausted or until transferred to a fund duly constituted for the same purpose for which this Fund was created.

(8) A copy of the Rules and any amendments thereof shall be lodged with the Secretary for Labour, Pretoria.

(9) An auditor or auditors to be appointed by the Management Committee shall audit the accounts of the Fund annually, and not later than July each year, prepare a statement showing—

- (a) all moneys received—
 - (i) in terms of sub-section (3) hereof;
 - (ii) from any other source; and
- (b) expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a balance sheet showing the assets and liabilities of the Fund.

The audited statement and balance sheet shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

15. CERTIFICATE OF SERVICE.

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service, showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract, and the rate of remuneration at the date of such termination.

14. SIEKTEBYSTANDFONDS.

(1) Hierby word 'n Siektebystandfonds gestig, wat bekend staan as die Mediese Hulpvereniging van die „S.A. Food Canning and Allied Workers' Medical Aid Society", en waarna in hierdie artikel verwys word as „die fonds". Die fonds moet gefinansier word uit bydraes kragtens subartikel (3); met dien verstande dat uitkerings uit dit fonds ophou sodra die kredietsaldo van die fonds minder as £100 bedra, en nie hervat kan word totdat die kredietsaldo van die fonds meer as £150 bedra nie.

(2) Lede van die fonds moet werknemers wees wat deur hierdie Ooreenkoms gedek word en wat aktief in die nywerheid werksaam is en wat ooreenkomstig subklousule (3) van die klousule een week se bydrae aan die fonds betaal het; met dien verstande dat werknemers wat lone van meer as £6 per week ontvang, nie as lede verkies kan word nie.

(3) Vir die doeleindes van hierdie fonds, moet elke werkgewer op die betaaldag van elke week met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, van die besoldiging van elke werknemer in sy diens die bedrag van 4d. aftrek en vir elke sodanige werknemer 4d. bydra; met dien verstande dat van die besoldiging van werknemers wat lone van meer as £6 per week ontvang, niks afgetrek kan word nie. Die totale bedrag wat ingevolge hierdie artikel ingevorder word, moet deur die werkgewer tesame met 'n opgawe van die getal en volle name van die werknemers van wie die aftrekkings ingevorder is, nie later as die dag wat volg op die dag waarop die aftrekkings ingevorder is, aan die sekretaris van die fonds gestuur word nie.

(4) Die fonds moet aangewend word om aan lede van die fonds die volgende bystand te verleen:—

- (a) In die geval van 'n werknemer wat weens siekte verhinder is om te werk, siektebetaling wat gelyk is met twee-derdes van sy loon, uitgesonderd lewenskostoelae en kommissie, vir 'n maksimum tydperk van dertien weke per jaar gereken van die datum waarop die eerste betaling verskuldig is; met dien verstande dat die werknemer minstens 13 weeklikse bydraes aan die fonds betaal het ooreenkomstig subklousule (3) van hierdie klousule en voorts met dien verstande dat geen werknemer reg op siektebetaling het as die siekte twee dae, of minder, duur nie.
- (b) Vry mediese behandeling deur die fonds se dokters; met dien verstande dat die behandeling nie bevallings, groot operasies, X-straalbehandeling, elektriese behandeling en verloskundige behandeling insluit nie; voorts met dien verstande dat kraamverplegingsdienste verleen moet word in die geval van miskrame.
- (c) Vry medisyne teen oorhandiging van die fondsdokter se voorskrif.
- (d) Vry tandheelkundige dienste wat beperk is tot ondersoek, trek en vul (uitgesonderd goudwerk).
- (e) Die koste van plate tot op een-vierde van die totale koste; met dien verstande dat daardie plate deur die fondstande-dokter gemaak word.

Ondanks enige bepaling van hierdie subklousule, is lede van die fonds nie geregtig op betaling deur die fonds nie van enige bystand ten opsigte van siekte of beserings waarvoor hulle reg op skadeloosstelling ingevolge Goewermentsregulasies het.

(5) Die fonds moet beheer word deur die bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie van die werknemers wat onderskeidelik behoorlik deur die werkgewersparty en die werknemersparty by hierdie Ooreenkoms gekies is. Die reglement van die fonds moet deur die komitee aange- neem word en kan van tyd tot tyd deur die komitee gewysig word.

(6) As 'n geskil te eniger tyd betreffende die bepalings van die reglement of die beheer van die fonds ontstaan en daar 'n staking van stemme tussen die lede van die genoemde komitee plaasvind, moet die saak wat die geskil vorm, aan 'n skeidsregterlike uitspraak onderwerp word.

(7) Ingeval hierdie Ooreenkoms deur tydsverloop of deur 'n ander oorsaak vervul, moet die fonds verder deur die komitee beheer word totdat die fonds uitgeput is, of totdat dit oorgedra is aan 'n fonds wat behoorlik gestig is vir die doeleindes waarvoor hierdie fonds gestig was.

(8) 'n Eksemplaar van die reglement en alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(9) 'n Ouditeur of ouditeurs, wat deur die bestuurskomitee aangestel is, moet die fonds se rekenings jaarliks auditeer en in of voor Julie van elke jaar 'n staat opstel wat die volgende aantoon:—

- (a) Alle gelde wat ontvang is—
 - (i) ingevolge subartikel (3) hiervan;
 - (ii) uit elke ander bron; en
- (b) uitgawes wat gedurende die twaalf maande geëindig die jongste 30ste Junie, onder die hoofde gedoen is, tesame met 'n balansstaat wat die bate en laste van die fonds aantoon.

Die geauditeerde staat en balansstaat moet daarna ter insae op die kantoor van die fonds lê en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

15. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat die werkgewer en werknemer se naam voluit, die aard van die diens, die datums van indiensneming en van diensbeëindiging en die skaal van besoldiging op die datum van sodanige diensbeëindiging vermeld.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) A weekly employee or his employer shall give not less than twenty-four hours' notice during the first six weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment; a monthly employee or his employer shall give not less than one month's notice of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying the employee not less than—

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination, divided by six in the case of a watchman or any employee who works a six-day week, and five in the case of an employee who works a five-day week;
- (b) in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;
- (c) in the case of a month's notice, not less than the monthly wage 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 his employee, which provides for a period of notice of equal duration on both sides and for longer than the notice prescribed in this clause.

(2) When an agreement is entered into in terms of the second proviso of sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8.

17. GENERAL.

The provisions of Determination No. 116 shall be deemed to be incorporated in this Agreement to the extent to which they are not inconsistent with the terms of this Agreement.

Signed at Johannesburg, on behalf of the parties, this 4th day of December, 1950.

P. STRACHAN, *Chairman.*

ALEX FISHER,
Duly Authorised Representative
(Employers).

B. DU TOIT,
Duly Authorised Representative
(Employees).

* No. 1310.] [1 June 1951.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

PRESERVED FOOD INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the preserved Food Industry, published under Government Notice No. 1309 of the 1st June, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Weeklikse werknemer of sy werkgever moet gedurende die eerste ses weke diens minstens vier-en-twintig uur opsegging en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee; 'n maandelikse werknemer of sy werkgever moet minstens een maand kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgever mag die dienskontrak sonder opsegging beëindig deur die werknemer minstens soos volg te betaal:—

- (a) in die geval van vier-en-twintig uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur ses in die geval van 'n wag, of 'n werknemer wat 'n sesdaagse week werk, en vyf dae in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- (b) in die geval van 'n week opsegging, minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het;
- (c) in die geval van 'n maandkennisgewing, minstens die maandloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het;

met dien verstande dat dit nie inbreuk op onderstaande maak nie:—

- (i) Op die werkgever of die werknemer se reg om die diens sonder voorafgaande opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- (ii) op 'n skriftelike ooreenkoms tussen die werkgever en sy werknemer wat voorsiening vir 'n termyn van diensopsegging van gelyke duur vir albei partye en vir langer as een week maak.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoud van subklousule (1) gesluit is, moet die betaling in plaas van diensopsegging in verhouding wees tot die termyn van opsegging soos ooreengekom.

(3) Die opsegging waarna in subklousule (1) verwys word, gaan in op die dag waarop dit gegee word; met dien verstande dat die opsegging nie mag saamval met, of opsegging gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7, of met siekteverlof ingevolge klousule 8 nie.

17. ALGEMEEN.

Dit moet beskou word dat die bepalings van Vastelling No. 116 in hierdie Ooreenkoms beliggaam is, vir sover hulle nie teenstrydig met die bepalings van hierdie Ooreenkoms is nie.

Namens die partye hede, die 4de dag van Desember 1950 in Johannesburg onderteken.

P. STRACHAN, *Voorsitter.*

ALEX FISHER,
Behoorlik gemagtigde verteenwoordiger
(Werkgevers).

B. DU TOIT,
Behoorlik gemagtigde verteenwoordiger
(Werknemers).

* No. 1310.] [1 Junie 1951.
WET OP FABRIEKE EN MASJINERIE EN BOU-
WERK, 1941.

NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

Ek, BAREND JACOBUS SCHOEMAN, 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 Nywerheid vir die Inmaak van Voedsel, bekendgemaak by Goewermentskennisgewing No. 1309 van 1 Junie 1951, vir die persone wie se werkure daarby gereël word nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Buy Union Loan Certificates

Koop Unie-leningsertifikate