



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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BUITENGEWONE

EXTRAORDINARY

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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.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1711.] [26 Augustus 1955.

NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

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

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Nywerheid vir die Inmaak van Voedsel betrekking het, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 en 14 tot en met 16 van genoemde Ooreenkoms, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrik Port Elizabeth; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 en 14 tot en met 16 van genoemde Ooreenkoms, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrik Port Elizabeth *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.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1711.] [26 August 1955.

INDUSTRIAL CONCILIATION ACT, 1937.

PRESERVED FOOD INDUSTRY.

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

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Preserved Food Industry, shall be binding from the second Monday after publication of this notice and for the period ending two years from the said second Monday, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of 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 12 (inclusive) and 14 to 16 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial District of Port Elizabeth; 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 District of Port Elizabeth and from the second Monday after publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 12 (inclusive) and 14 to 16 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

OOREENKOMS

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

Food and Canning Workers' Union,

(hieronder „die werknemers” genoem) aan die een kant, en die volgende werkgewers:—

H. Jones and Company (S.A.) Ltd., Port Elizabeth;
Langeberg Ko-operasie Beperk, Port Elizabeth;

(hieronder „die werkgewers” genoem) 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 magistraatsdistrik Port Elizabeth nagekom word deur werkgewers en werknemers vir wie lene in klousule 4 (1) hiervan voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, bepaal word en bly van krag vir 'n tydperk van twee jaar of vir sodanige tydperk as wat die Minister mag vasstel.

3. WOORDOMSKRYWING.

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

- „bediener van 'n ammoniakperser-installasie”, 'n werknemer wat toesig hou oor 'n ammoniakperser-installasie;
- „bediener van outomatiese dubbelnaatmasjiën”, 'n werknemer wat toesig hou oor 'n outomatiese dubbelnaatmasjiën en vir die toepassing van hierdie woordomskrywing, beteken „toesig hou oor”, verantwoordelik wees vir die werking van die masjiën;
- „ketelbediener”, 'n werknemer wat die water en die stoomdruk in 'n stoomketel op peil hou, wat toesig hou oor sodanige stoomketel, wat sodanige stoomketel kan stook en wat toesig hou oor die stokers en/of graad V-werknemers in die ketelhuis;
- „bediener van kistendrukmasjiën”, 'n werknemer wat 'n kistendrukmasjiën bedien en wie se werk die set en rangskikking van letters en syfers vir drukwerk op houtkistene omvat;
- „blikkiesverpakker”, 'n werknemer wat met die hand bereide vrugte of groente volgens maat en/of kwaliteit sorteer terwyl sulke produkte gewas en in blikkies of bottels verpak word en dit omvat 'n werknemer wat vleis en/of worsies in blikkies verpak; 'n werknemer wat vreemde stowwe of beskadigde goed uit vrugte of groente verwyder, word nie op grond daarvan as 'n blikkiesverpakker beskou nie;
- „eethuiskok”, 'n werknemer wat maaltye vir 'n eethuis voorberei;
- „vaatjie- en vatheelmaker”, 'n werknemer wat vaatjies en vate heelmaak;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;
- „onderbaas”, 'n werknemer wat onder die toesig van 'n fabrieksvoorman, afdelingsvoorman, voorvrou of opsigter, toesig oor 'n groep graad V-werknemers hou;
- „chemie-tenikus”, 'n werknemer wat toetse in verband met onbewaterde en/of bewerkte stowwe instel, beheer, kontroleer of uitvoer en die gegewe vertolk wat as gevolg van sodanige toetse by die bereiding van produkte verkry word;
- „klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en dit omvat 'n masjynmeester, kassier, versendingsklerk, vrugte- en/of groente-ontvangklerk en telefonis;
- „knipper”, 'n werknemer wat met 'n kniptoestel die hoeveelheid werk aanteken wat deur 'n werknemer gedoen is;
- „afdelingsvoorman”, 'n werknemer, uitgesonderd 'n fabrieksvoorman, opsigter of onderbaas, wat of in die vrugtebereidings- of in die blikkiesverpakkingsafdeling van 'n inrigting toesig hou oor opsigters, werknemers graad I, II, III of IV en wat toesig oor graad V-werknemers kan hou; met dien verstande dat as daar of in die vrugtebereidings- of in die blikkiesverpakkingsafdeling 'n voorvrou in diens is, die betrokke afdelingsvoorman ook toesig oor dié voorvrou kan hê;
- „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 bymeekaarmaak van die goedere, die natel van pakkette en die merk en adresseer daarvan;
- „voerder van dubbelnaatmasjiën”, 'n werknemer wat die deksels aan die dubbelnaatmasjiën voer en wat die masjiën kan aansit en stopsit en wat verstoppings in die rolbaan kan wegruim;

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 and Canning Workers' Union

of the one part (hereinafter referred to as “the employees”), and the following employers:—

Messrs. H. Jones and Company (S.A.) Ltd., Port Elizabeth
Messrs. Langeberg Ko-operasie, Beperk, Port Elizabeth

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

1 AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Preserved Food Industry in the Magisterial District of Port Elizabeth by the employers and such 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 and shall remain in operation for a period of two years or such period as the Minister may determine.

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 that Act and unless inconsistent with the context—

- „ammonia compressor plant attendant” means an employee who is in charge of an ammonia compressor plant;
- „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, who is in charge of such boiler, who may fire such boiler, and who supervises firemen and/or grade V employees in the boiler house;
- „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 and filling such products into cans or bottles, and includes an employee engaged in packing meats and/or sausages into cans; an employee who removes foreign or blemished matter from fruit or vegetables shall not thereby be deemed to be a can packer;
- „canteen cook” means an employee engaged in cooking meals for a canteen;
- „cask and barrel repairer” means an employee engaged in effecting repairs to casks and barrels;
- „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 factory foreman, departmental foreman, forewoman or supervisor who is in charge of a group of grade V employees;
- „chemical technician” means an employee engaged in inaugurating, governing, supervising or carrying out tests of raw and/or manufactured products and interpreting the data derived from such tests in connection with the preparation of products;
- „clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk, fruit and/or vegetable receiving clerk and telephone operator;
- „clipper” means an employee who records by means of a clipping device the amount of work done by an employee;
- „departmental foreman” means an employee, other than a factory foreman, supervisor or chargehand, who, in either the fruit preparation or canning departments of an establishment is in charge of supervisors, grade I, II, III or IV employees, and who may supervise grade V employees; provided that where a forewoman is employed in either the fruit preparation or the canning department, the respective departmental foreman may also be in charge of such forewoman;
- „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;

"ingenieurs- en elektrotegniese assistent", 'n werknemer, uitgesonderd 'n werktuigkundige, 'n masjienhandlanger of 'n vakleerling, wat werktuigkundige of elektrotegniese werk onder toesig van 'n werktuigkundige, 'n masjienhandlanger of 'n vakleerling verrig, maar dit omvat nie 'n werknemer wat as 'n arbeider slegs hulp verleen aan 'n werktuigkundige, 'n masjienhandlanger of 'n vakleerling nie;

"ondervinding", met betrekking tot 'n voedselkoker, 'n fabrieksklerk, 'n werknemer graad I, 'n werknemer graad II, die totale tydperk of tydperke van diens wat die werknemer onderskeidelik as 'n voedselkoker, 'n fabrieksklerk, 'n werknemer graad I of 'n werknemer graad II in die nywerheid vir die inmaak van vrugte en groente het;

"fabriek", 'n inrigting waarin drie of meer persone in diens is vir eenige van die werksaamhede wat in paragrawe (a), (b) en (c) van die woordskrywing van "Nywerheid, vir die Inmaak van Voedsel" genoem word, of persele waarop minder as drie persone aldus in diens is, indien vir die genoemde werksaamhede meganiese krag vir ander doeleindes as gewone verligtingsdoeleindes gebruik word;

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

Etikette uitreik en aantekening daarvan hou;
bestellings bymekasmaak;
aantekening hou van die hoeveelhede en/of gewig van goedere wat gebruik word;
goedere afweeg;
aantekening hou van werknemers se werktye;
aantekening hou van stukwerkverdienste;

en wat 'n magasynmeester of versendingsklerk oor die algemeen kan help en dit omvat 'n werknemer wat verantwoordelik is vir die ontvang van goedere en die natel, aanteken en aflaai daarvan;

"fabrieksklerk, gekwalifiseer", 'n fabrieksklerk met minstens een jaar ondervinding;

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

"fabrieksvoorman", 'n werknemer wat toesig hou oor al die werknemers in 'n fabriek, wat beheer oor die werknemers uitoefen en wat verantwoordelik is vir die doeltreffende veringting deur hulle van hul werk;

"drywer en/of bediener van 'n fabriekstapelrok", 'n werknemer, uitgesonderd 'n drywer van 'n fabriekstrok, wat binne die persele 'n meganiese trok dryf wat gebruik word om goedere te vervoer en dit meganiese op te stawal, en vir die toepassing van hierdie woordskrywing omvat dryf of bedien alle tye waarin gedryf of bedien word, en al die tyd wat 'n drywer of bediener, terwyl hy vir die voertuig verantwoordelik is, bestee aan of werk verrig in verband met die voertuig of die vrag en alle tye wat hy verplig is om op sy pos te bly in gereedheid om te dryf of te bedien;

"drywer van 'n fabriekstrok", 'n ander werknemer as 'n drywer en/of bediener van 'n fabriekstrok, wat 'n meganiese trok binne die fabriekperseel dryf, en vir die toepassing van hierdie woordskrywing beteken dryf of bedien alle tydperke waarin gedryf of bedien word en al die tydperke waarin gedryf of bedien word, en al die tyd wat 'n drywer of 'n bediener, terwyl hy vir die voertuig verantwoordelik is, aan of in verband met die voertuig of die vrag bestee, en al die tydperke wat hy verplig is om op sy pos te bly, in gereedheid om te dryf of te bedien;

"stoker", 'n werknemer wat onder toesig van 'n ketelbediener in stoomketels vuurmaak of die vuur aan die brand hou, met inbegrip van stook, opbreek en hark;

"voedselkoker", 'n werknemer wat verantwoordelik is vir vleis, konfyt, sous, sop, en dit kook, en wat ook verantwoordelik is vir die meng van vrugte en ander bestanddele volgens formule;

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

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

"voorrui", 'n vroulike werknemer wat onder toesig van 'n fabrieksvoorman of afdelingsvoorman toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in 'n fabriek en wat toesig oor die werknemers hou en vir die doeltreffende veringting van hul werk verantwoordelik is;

"graad I-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) Bediener van ammoniakperser-installasie;
- (2) bediener van outomatiese etiketteermasjien vir bottels;
- (3) bediener van outomatiese dubbelnaatmasjien;
- (4) vat- of vaatjheelmaker;
- (5) drywer en/of bediener van fabriekstapelrok;
- (6) laboratorium-assistent;
- (7) bediener van retortdrukkoker;
- (8) bediener van vakuumpookinstallasie en/of bediener van verdamer;

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

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

"engineering and electrical assistant" means an employee, other than a mechanic, machine handyman or an apprentice who may do engineering and/or electrical work under the supervision of a mechanic, a machine handyman or an apprentice but does not include an employee who merely assists as a labourer, a mechanic, a machine handyman or an apprentice;

"experience" means in relation to a food boiler, a factory clerk, a grade I employee, a grade II employee, the total period or periods of employment which such employee has had as a food boiler, factory clerk, a grade I employee or a grade II employee respectively, in the Preserved Food Industry;

"factory" means any establishment in which three or more persons are employed in any of the operations referred to in paragraphs (a), (b) and (c) of the definition of "Preserved Food Industry" or premises on which less than three persons are so employed if mechanical power, other than for ordinary lighting purposes, is used for the said operations;

"factory clerk" means an employee, other than a clerical 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 foreman" means an employee in charge of all employees in a factory who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"factory stacking truck driver and/or operator" means an employee other than a factory truck driver engaged in driving a mechanically-propelled truck used for carting and mechanically stacking goods, within the factory premises, and for purposes of this definition, driving or operating includes all periods of driving and operating and any time spent by the driver or operator while in charge of the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive or operate;

"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, and for purposes of this definition, driving or operating includes all periods of driving and operating and any time spent by the driver or operator while in charge of the vehicle or 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 or operate;

"fireman" means an employee engaged in maintaining fires in boilers, including stoking, slicing, and raking, under the supervision of a boiler attendant;

"food boiler" means an employee who is responsible for and boils meat, jam, sauce, soup, 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;

"forewoman" means a female employee who under the supervision of a factory foreman or departmental foreman, is in charge of all female employees (other than clerical employees) in a factory and who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"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) cask and/or barrel repairer;
- (5) factory stacking truck driver and/or operator;
- (6) laboratory assistant;
- (7) retort pressure cooker attendant;
- (8) vacuum boiler plant attendant and/or evaporator attendant;

"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;

„graad II-werknemer”, ’n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) Voerder van dubbelnaatmasjien;
- (2) fabriekstrokdrywer;
- (3) handetiketteerder;
- (4) sapuitdrukker;
- (5) maker van platkissies of kiste van ongesaagde materiaal;
- (6) afmeter;
- (7) stroopmaker;
- (8) een of meer van die volgende kragmasjiene bedien en/of daarvoor toesig hou:—

- (a) Outomatiese bottelwasser en/of steriliseerder;
- (b) outomatiese bottelvuller en/of -toekurker;
- (c) kisendrukmasjien;
- (d) kisspykermasjien;
- (e) sentrifuge;
- (f) sitrusvrugte outomaties in kwarte of halwes sny;
- (g) meliepitte afsny, meng, mielies afbaard, was en afblaar;
- (h) konfytellevator met konfyt vul, of konfyt afkoel;
- (i) etiketteer, maar nie met ’n outomatiese etiketteermasjien vir bottels nie;
- (j) loogbrander;
- (k) waatlemoen in steentjies sny;
- (l) nie-outomatiese naat- en klinkwerk;
- (m) met ertjies vul en pekel;
- (n) pynappels stukkend sny, skil, in ringe en/of skyfies sny;
- (o) pulp maak en fynmaak;
- (p) groente opnsy, in skyfies of steentjies sny;

„graad II-werknemer, gekwalifiseer,” ’n graad II-werknemer met minstens ses maande ondervinding;

„graad II-werknemer, ongekwalifiseer,” ’n graad II-werknemer met minder as ses maande ondervinding;

„graad III-werknemer,” ’n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) Eethuiskok;
- (2) stoker;
- (3) hamertoetsers;
- (4) bottels met die hand etiketteer;
- (5) bediener van personehyser;
- (6) handsoldeerder;
- (7) welsynbeaampte se assistent;
- (8) een of meer van die volgende kragmasjiene bedien en/of versorg:—

- (a) Outomatiese blikkiestroopmasjien;
- (b) blikkies vernis;
- (c) versnipper, in repies sny en maal;
- (d) afvoerpot;
- (e) waatlemoen skil en in repies sny;
- (f) meng en/of klop;
- (g) voorverhitting;
- (h) pomp;
- (i) sif;
- (j) opstawel;
- (k) groente skil;

„graad IV-werknemer,” ’n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) kiste en/of ander houers toebind en/of bande met behulp van ’n draadklemmasjien omsit;
- (2) knipper;
- (3) rantsoene kook;
- (4) bottels of fesse met die hand of met ’n handmasjien kroon, toekurk, of enige ander stopper of afsluiter daarop sit;
- (5) etikette van volle grootte met die hand aan blikke met ’n inhoud van A. 10 of meer heg;
- (6) bediener van ’n goederehyser;
- (7) voerings, skywe of ringe in deksels met die hand insit;
- (8) messlyper;
- (9) kantoorbode;
- (10) warm blikkies van ’n rolbaan vir retortwerk afhaal;
- (11) sjabloonsnyer;
- (12) oorpakke was, stryk en/of heelmaak;
- (13) bediener van enige masjien wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;

„graad V-werknemer,” ’n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) help op bestelwaens, uitgesonderd die dryf of heelmaak daarvan;
- (2) kiste of ander houers vasbind of bande omslaan, maar nie met ’n draadklemmasjien nie;
- (3) persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (4) neutte of pitte kraak;
- (5) briewe, boodskappe of artikel te voet of met ’n fiets, driewieler of handvoertuig aflewer (uitgesonderd ’n kantoorbode);
- (6) gesnyde of ongesnyde vrugte en/of groente in water indoop;

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

- (1) Double seamer feeder;
- (2) factory truck driver;
- (3) hand labeller;
- (4) juice extractor;
- (5) making trays or boxes from uncut material;
- (6) measurer;
- (7) syrup maker;
- (8) operating and/or attending one or more of the following power-driven machines:—

- (a) Automatic bottle washing and/or sterilising;
- (b) automatic bottle filling and/or corking;
- (c) box-end printing;
- (d) box mailing;
- (e) centrifuge;
- (f) citrus automatic quartering or halving;
- (g) corn cutting, mixing, silking, washing and husking;
- (h) jam elevator, jam filling or jam cooling;
- (i) labelling, other than an automatic bottle labelling machine;
- (j) lye scalding;
- (k) melon dicing;
- (l) non-automatic seaming and clinching;
- (m) pea filling and brining;
- (n) pineapple cutting, peeling, ringing and/or slicing;
- (o) pulping and disintegrating;
- (p) vegetable cutting, slicing or dicing;

„grade II employee, qualified,” means a grade II employee who 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) Canteen cook;
- (2) fireman;
- (3) hammer tester;
- (4) hand bottle labeller;
- (5) passenger lift attendant;
- (6) soldering by hand;
- (7) welfare officer’s aide;
- (8) operating and/or attending one or more of the following power-driven machines:—

- (a) Automatic can-syruping machine;
- (b) can laquering;
- (c) chipping, shredding and mincing;
- (d) exhaust-box;
- (e) melon peeling and stripping;
- (f) mixing and/or beating;
- (g) pre-heating;
- (h) pumping;
- (i) sieving;
- (j) stapling;
- (k) vegetable peeling;

„grade IV employee” means an employee engaged in one or more of the following capacities or occupations:—

- (1) Binder and/or strapper of boxes and/or other containers using a wire tying machine;
- (2) clipper;
- (3) cooking rations;
- (4) crowning, corking, or placing any other stopper or closer in or on bottles or jars by hand-operated machine;
- (5) fixing full-size labels by hand to tins of a capacity of A.10 or more;
- (6) goods lift attendant;
- (7) inserting liners, discs or rings into lids by hand;
- (8) knife sharpener;
- (9) office messenger;
- (10) removing hot tins from runway lines for retorting;
- (11) stencil cutter;
- (12) washing, ironing and/or mending overalls;
- (13) operator of any machine not elsewhere specified in this Agreement;

„grade V employee” means an employee engaged in one or more of the following capacities or occupations:—

- (1) Assisting on delivery vehicles other than driving or effecting repairs;
- (2) binding or strapping boxes or other containers other than with a wiretying machine;
- (3) cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements, machinery, filter presses or other articles;
- (4) cracking nuts or kernels;
- (5) delivering letters, messages or articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle (other than an office messenger);
- (6) dipping fruit and/or vegetables, cut or uncut, into water;

- (7) houters leegmaak, maar nie konfytpanne nie;
 - (8) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerbande of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjiene voer nie;
 - (9) klein voeringmasjiene voer;
 - (10) blikkies, vaatjies, sakke, bottels of ander houters met die hand vul, maar nie die verpakking van verglansde vrugte of gemaalde versuikerde vrugte in kisties, kartonne, flesse, blikke, bottels of ander houters nie;
 - (11) kleefetikette met die hand aan blikkies heg;
 - (12) houters of papier vou;
 - (13) met die hand fynmaak, maal of pulp maak;
 - (14) uitskep;
 - (15) goedere of ander roerende goedere laai, aflaai, optel, dra, verplaas of opstapel;
 - (16) bondels plankies losmaak; bakke, kratte of kiste met die hand inmeekaarsit en vas spyker met gebruik van plankies of voorbereide materiaal;
 - (17) vuurmaak, vure aan die brand hou of uitrek (maar nie by stoomketels nie) of afval of as verwyder;
 - (18) tee of dergelike drankie maak;
 - (19) voertuie, uitgesonderd motorvoertuie, olie en smeer;
 - (20) deure, vensters, boligte, kiste, sakke, bale, dromme, of ander pakkette oopmaak, verseel of toemaak;
 - (21) krane of kleppe onder toesig van 'n fabrieksvoorman, afdelingsvoorman, werktuigkundige, opsigter of masjienbediener oopmaak of toemaak;
 - (22) 'n handhyser bedien;
 - (23) deksels verpak en natel;
 - (24) artikels van dieselfde grootte en getal in houters verpak wat spesiaal gemaak is om sulke artikels te bevat;
 - (25) bereide, rou, geblakte, of verhitte vrugte of groente in houters of bottels verpak, maar nie blikkiesverpakking nie;
 - (26) 'n handvoertuig of -trok stoot of trek;
 - (27) sitrusvrugte ruim;
 - (28) pitte met die hand uit vrugte verwyder;
 - (29) bakke, kratte of kiste met die hand met voorbereide materiaal heelmak;
 - (30) rubberstempels gebruik;
 - (31) ertjies, boontjies of ander groente met die hand uitdop;
 - (32) met die hand sif;
 - (33) stukke sitruskil uitsorteer nadat dit versnipper is;
 - (34) vrugte en/of groente op die vervoerband of vervoerder spreid;
 - (35) kiste, sakke, kartonne of ander houters sjabloneer of merk (maar nie met die hand adresseer nie) of kiste, sakke, kartonne, dromme of ander pakkette van klaar geadresseerde etikette voorsien;
 - (36) met die hand roer, maar nie konfyt roer nie;
 - (37) gebuigde flense van blikkies reg buig;
 - (38) paaie of paadjies vee; grasperke of blombeddens natmaak;
 - (39) veselrifelbord of soortgelyke houters met die hand uitpak of oopmaak;
 - (40) bottels, blikkies, skottels of ander houters met die hand was;
 - (41) vrugte en/of groente met die hand of met 'n handmasjiene was, sorteer, afskil, regskil, in skyfies sny, uithol, wegsny, binneste uitsny of opsny; leë potte, bottels, blikkies of ander houters sorteer, leë sakke tel en bondel;
 - (42) op 'n gestelde skaal afweeg;
- „hamertoester”, 'n werknemer wat met die hand of 'n hamer of 'n soortgelyke instrument ingemaakte goedere ondersoek of dit in goeie toestand verkeer;
- „handetiketteerder van bottels”, 'n werknemer wat etikette van volle grootte aan bottels heg, maar dit omvat nie 'n werknemer wat slegs etikette regsit terwyl hy etikette met 'n masjiene aansit of beskadigde etikette vervang nie;
- „handetiketteerder”, 'n werknemer wat etikette van volle grootte aan blikkies heg, maar dit omvat nie 'n werknemer wat slegs etikette regsit terwyl hy etikette met 'n masjiene aansit of beskadigde etikette vervang nie;
- „konfytroerder en/of panleegmaker”, 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt uitgiet in houters, maar nie uitskep nie;
- „sapuitdrukker”, 'n werknemer wat filtersakke met behandelde vrugte en water vul en hulle in die sapuitdrukmasjiene plaas;
- „laboratoriumassistent”, 'n werknemer wat monsters onder die toesig van 'n chemie-tenikus berei en wat eerste en roetine-toetse kan uitvoer en aantekening van die resultate daarvan kan hou;
- „masjiene of installasiebediener en/of -versorger”, 'n werknemer wat 'n kragmasjiene bedien, versorg, aansit of stopsit en wat verstellings daaraan kan uitvoer en/of die masjiene voer of daarvan afneem; en die uitdrukking „'n masjiene bedien of versorg” het 'n ooreenkomstige betekenis;

- (7) emptying containers, other than jam pans;
- (8) 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;
- (9) feeding small lining machine;
- (10) filling tins, casks, bags, bottles or other containers by hand but does not include can packing or packing glass fruit or minced candied fruit into boxes, cartons, jars, tins, bottles or other containers;
- (11) fixing sticker labels by hand to tins;
- (12) folding containers or paper;
- (13) grinding, milling or pulping by hand;
- (14) ladling;
- (15) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (16) loosening shooks, assembling and nailing trays, crates or boxes from shooks or ready prepared material by hand;
- (17) making, maintaining or drawing fires, other than in steam boilers, or removing refuse or ashes;
- (18) making tea or similar beverages;
- (19) oiling and greasing vehicles, other than motor vehicles;
- (20) opening, sealing, or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (21) opening or closing cocks or valves under supervision of a factory foreman, departmental foreman, mechanic, supervisor or machine operator;
- (22) operating a hand hoist;
- (23) packing and checking lids;
- (24) packing articles of uniform size and number into containers specially made to contain such articles;
- (25) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles, other than can packing;
- (26) pushing or pulling any manually propelled vehicle or truck;
- (27) reaming citrus fruit;
- (28) removing stones or pips from fruit by hand;
- (29) repairing trays, crates, or boxes by hand from ready cut material;
- (30) rubber stamping;
- (31) shelling peas, beans or other vegetables by hand;
- (32) sieving by hand;
- (33) sorting out chunks of citrus peel after shredding;
- (34) spreading fruit and/or vegetables on a belt or conveyor;
- (35) stencilling or marking (but not addressing by hand) boxes, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums, or other packages;
- (36) stirring by hand, other than stirring jam;
- (37) straightening bent flanges of cans;
- (38) sweeping roads or paths, watering lawns and flower-beds;
- (39) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;
- (40) washing bottles, tins, dishes or other containers by hand;
- (41) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables by hand or hand-operated machine, sorting empty jars, bottles, tins or other containers, sorting, counting or bundling empty sacks or bags;
- (42) weighing to a set scale;

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

„hand bottle labeller” means an employee engaged in affixing full-size labels to bottles, but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;

„hand labeller” means an employee engaged in affixing full-size labels to tins but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;

„jam 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;

„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;

„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;

- „masjienhandlanger”, ’n werknemer, uitgesonderd ’n werktuigkundige, wat klein herstellings en verstellings aan masjiene, installasie, geboue of ander uitrusting uitvoer;
- „afmester”, ’n werknemer wat verantwoordelik is vir die afweeg, en dié werk ook verrig, uitgesonderd op ’n gestelde skaal, van hoeveelhede vrugte of ander bestanddele vir vervaardiging;
- „werktuigkundige”, ’n geskoolde ambagsman of vakman, en dit omvat ’n kuiper;
- „motorvoertuigdrywer”, ’n werknemer (uitgesonderd ’n drywer en/of bediende) van ’n fabriekstapelrok of ’n drywer van ’n fabriekstrook, wat ’n motorvoertuig dryf, en vir die toepassing van hierdie woordoms krywing omvat „’n motorvoertuig dryf” alle tydperke waarin gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy op sy pos moet bly, in gereedheid om te dryf;
- „kantoorbode”, ’n werknemer wat boodskappe, briewe of pakette binne of buite die inrigting aflewer, en wat enige skriftelike werk in verband met sodanige insameling of aflewering verrig;
- „stukwerk of prestasieloonwerk”, ’n stelsel waarvolgens ’n werknemer se besoldiging op die hoeveelheid of die omvang van die gedane werk berus;
- „nywerheid vir die inmaak van voedsel”, die nywerheid waarin ’n werkgewer en sy werknemers in ’n fabriek verbonde is vir die vervaardiging of inmaak in blikkies of bottels van—
- (a) konfyt, marmalade, blattang, sous, gekookte spaghetti, en/of—
 - (b) vrugte, vrugtepulp of -sap, groentekonsentrate, -sap of -pulp, met inbegrip van die ontwatering en prosesbewerking van vrugte en groente (uitgesonderd die droog van sagtevrugte in die son of in ’n oond), sop, en/of—
 - (c) vleis en/of wors;
- en dit omvat alle werksaamhede wat daarby hoort of daaruit voortspruit en wat deur so ’n werkgewer en sy werknemers verrig word;
- „versorger van beskermende klere”, ’n werknemer wat oorpakke, voorskote, handskoene, oorskoene, waterdigte jasse of ander beskermende klere uitreik en die gebruik daarvan kontroleer, met inbegrip van die was, stryk en herstel van oorpakke en/of wat in beheer van ’n kleedkamer is;
- „opsigter oor ’n retortdrukkoker”, ’n werknemer wat toesig hou oor ’n stel van ses of meer retorte en wat verantwoordelik is vir die drukking, temperatuur, kook- en afkoeltyd van die produk wat vervaardig word;
- „korttyd”, ’n tydelike vermindering van die getal gewone werkers as gevolg van slappe in die bedryf, tekort aan grondstowwe, ongunstige weersgesteldheid of ’n algemene onklaarmaking van installasie of masjinerie wat deur ’n ongeluk of ander onvoorsiene noodgeval veroorsaak word;
- „stoorman”, ’n klerklike werknemer in algemene beheer oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bere, verpak of uitpak van goedere in ’n magasyn of pakhuis en/of die aflewering van goedere uit ’n magasyn of pakhuis aan die verbruiksafdelings van ’n fabriek of vir versending;
- „opsigter”, ’n werkmans, uitgesonderd ’n fabrieksvoorman, afdelingsvoorman of voorvrou, wat toesig het oor ’n groep of afdeling werknemers graad I, graad II, graad III of graad IV of onderbase of fabrieksklerke en wat toesig oor werknemers graad V kan hou;
- „stroopmaker”, ’n werknemer wat van suiker of stroop, stroop van ’n voorgeskrewe dikte kook en/of opbou;
- „bediener van vakuumpakkingsinstallasie”, ’n werknemer wat ’n vakuumpakkingsinstallasie bedien en wat verantwoordelik is vir die gekonsentreerde vloeistowwe wat deur die installasie geproduseer word;
- „loon”, daardie gedeelte van die besoldiging wat aan ’n werknemer in kontant betaal moet word ten opsigte van die gewone werke wat in klopsules 6 (1) en 6 (2) voorgeskryf word;
- „wag”, ’n werknemer wat persele en/of eiendom bewaak;
- „welsynbeambte”, ’n werknemer in besit van ’n geldige bekwaamheidsertifikaat vir noodhulp deur een van die volgende organisasies uitgereik:—
- (a) Die Rooikruisvereniging van Suid-Afrika;
 - (b) St. John Ambulance Association;
 - (c) Noodhulpiga van Suid-Afrika;

en wat in beheer van ’n eerstehulpkamer is.

„welsynbeambte se assistent”, ’n werknemer wat in besit is van ’n sertifikaat vir noodhulp deur een van die volgende organisasies uitgereik:—

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

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

„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;

„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 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 and all periods during which he is obliged to remain at his post in readiness to drive;

„office messenger” means an employee who is engaged in collecting or delivering messages, letters or packages within or outside an establishment, and who performs any writing connected with such collecting or delivering;

„piecework or bonus incentive work” 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 or preserving or canning, or bottling of—

(a) jams, marmalades, chutney, sauces, cooked spaghetti, and/or

(b) fruit, fruit pulps, squashes or juices, vegetable concentrates, juices or pulps including the dehydration and processing of fruit and vegetables (other than sun or kiln drying of deciduous fruit), soups, and/or

(c) meat and/or sausages;

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 handling out and controlling the use of overalls, aprons, gloves, goloshes, waterproofs or other protective clothing, including the supervision of the washing, ironing and mending of overalls and/or who is in charge of a cloak-room;

„retort pressure cooker supervisor” means an employee who is in charge of a battery of 6 or more retorts and who is responsible for the pressures, temperatures, cooking and cooling times of the product to be processed;

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

„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;

„supervisor” means an employee other than a factory foreman, departmental 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 and who may supervise grade V employees;

„syrup-maker” means an employee who boils and/or builds up syrup either from sugar or syrup to a prescribed density;

„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;

„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;

„welfare officer” means an employee who holds a current certificate of competence in first-aid, issued by any of the following organisations:—

(a) Red Cross Society of South Africa;

(b) St. John Ambulance Association;

(c) Noodhulpiga van Suid-Afrika;

and who is in charge of a first-aid room;

„welfare officer’s aide” means an employee holding a first-aid certificate who assists the welfare officer.

(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. BESOLDIGING.

(1) Die minimum weekloon wat deur 'n werkgever aan elkeen van ondergenoemde klasse werknemers betaal moet word, is soos volg:—

	Per week.		
	£	s.	d.
Ketelbediener	2	16	0
Blikkiesverpakker	1	15	0
Onderbaas	2	9	6
Fabrieksklerk, gekwalifiseer	2	19	0
Fabrieksklerk, ongekwalifiseer—			
eerste 6 maande ondervinding	2	4	6
tweede 6 maande ondervinding	2	13	6
Voedselkoker, gekwalifiseer	6	0	6
Voedselkoker, ongekwalifiseer—			
eerste 6 maande ondervinding	2	4	0
tweede 6 maande ondervinding	2	17	0
derde 6 maande ondervinding	3	10	0
vierde 6 maande ondervinding	4	3	0
vyfde 6 maande ondervinding	4	15	6
sesde 6 maande ondervinding	5	8	0
Voorvrou	4	12	6
Graad I-werknemer, gekwalifiseer	3	10	0
Graad I-werknemer, ongekwalifiseer—			
eerste 3 maande ondervinding	2	7	3
tweede 3 maande ondervinding	2	14	9
derde 3 maande ondervinding	3	1	9
Graad II-werknemer, gekwalifiseer	3	0	0
Graad II-werknemer, ongekwalifiseer—			
eerste 3 maande ondervinding	2	3	6
tweede 3 maande ondervinding	2	11	6
Graad III-werknemer	2	9	6
Graad IV-werknemer, manlik	2	3	0
Graad IV-werknemer, vroulik	1	14	0
Graad V-werknemer, manlik—			
18 jaar of ouer	1	18	6
onder 18 jaar	1	11	6
Graad V-werknemer, vroulik—			
18 jaar of ouer	1	13	0
onder 18 jaar	1	6	6
Konfytroerder en/of panleegmaker	2	2	6
Masjienhandlanger	5	13	0
Motorvoertuigdrywer	4	11	6
Versorger van beskermende klere	2	3	6
Opsigter oor 'n retortdrukkoker	4	0	0
Opsigter, manlik	3	11	0
Opsigter, vroulik	2	10	0
Wag	2	18	6
Welsynbeampte	4	3	0

Los werknemer: Een-vyfde van die weekloon vir elke dag of gedeelte van 'n dag volgens soort werk gedoen.

(2) Niks in hierdie Ooreenkoms mag die loon verminder wat aan 'n werknemer by die inwerkingtreding van hierdie Ooreenkoms betaal word nie en 'n werknemer wat op genoemde datum 'n hoër loon ontvang as dié wat vir die betrokke klas in hierdie Ooreenkoms voorgeskryf word, moet steeds die hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde bedryf of graad werksaam is.

(3) *Lewenskostoelae.*—(a) Benewens die besoldiging wat by klousule 4 (1) voorgeskryf word, is 'n werknemer geregtig op en moet hy 'n lewenskostoelae betaal word van minstens die betrokke toelae voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens 'n latere maatregel wat voorsiening maak vir lewenskostoelae wat ten opsigte van die nywerheid soos omskryf, betaalbaar is.

(b) Benewens die lewenskostoelae wat in paragraaf (a) van hierdie subklousule voorgeskryf is, is 'n werknemer geregtig op, en moet aan hom 'n verdere lewenskostoelae betaal word, soos hieronder uiteengesit:—

	Per week.		
	s.	d.	
Ketelbediener	4	3	
Blikkiesverpakker	3	9	
Onderbaas	4	3	
Fabrieksklerk, gekwalifiseer	4	3	
Fabrieksklerk, ongekwalifiseer—			
eerste 6 maande ondervinding	4	3	
tweede 6 maande ondervinding	4	3	
Voedselkoker, gekwalifiseer	5	0	
Voedselkoker, ongekwalifiseer—			
eerste 6 maande ondervinding	4	3	
tweede 6 maande ondervinding	4	3	
derde 6 maande ondervinding	5	0	
vierde 6 maande ondervinding	5	0	
vyfde 6 maande ondervinding	5	0	
sesde 6 maande ondervinding	5	0	
Voorvrou	5	0	
Graad I-werknemer, gekwalifiseer	5	0	
Graad I-werknemer, ongekwalifiseer—			
eerste 3 maande ondervinding	4	3	
tweede 3 maande ondervinding	4	3	
derde 3 maande ondervinding	5	0	

4. REMUNERATION.

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

	Per Week.		
	£	s.	d.
Boiler attendant	2	16	0
Can packer	1	15	0
Chargehand	2	9	6
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, qualified	6	0	6
Food boiler, unqualified—			
first 6 months of experience	2	4	0
second 6 months of experience	2	17	0
third 6 months of experience	3	10	0
fourth 6 months of experience	4	3	0
fifth 6 months of experience	4	15	6
sixth 6 months of experience	5	8	0
Forewoman	4	12	6
Grade I employee, qualified	3	10	0
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	6
Grade IV employee, male	2	3	0
Grade IV employee, female	1	14	0
Grade V employee, male—			
18 years of age or over	1	18	6
under 18 years of age	1	11	6
Grade V employee, female—			
18 years of age or over	1	13	0
under 18 years of age	1	6	6
Jam stirrer and/or pan emptier	2	2	6
Machine handyman	5	13	0
Motor vehicle driver	4	11	6
Protective clothing attendant	2	3	6
Retort pressure cooker supervisor	4	0	0
Supervisor, male	3	11	0
Supervisor, female	2	10	0
Watchman	2	18	6
Welfare Officer	4	3	0

Casual employee: One-fifth of weekly wage for each day or part of a day according to class of work performed.

(2) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee on the date on which this Agreement comes into force and any employee who, on the said date, is in receipt of wages in excess of those prescribed for the class concerned in the Agreement shall continue to receive such higher rates whilst employed by the same employer in the same occupation or grade.

(3) *Cost of Living Allowance.*—(a) In addition to the remuneration prescribed in clause 4 (1) an employee shall be entitled to and shall be paid a cost of living allowance of not less than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time or in terms of any subsequent measure providing for cost of living allowances payable in respect of the industry, as defined.

(b) In addition to the cost of living allowance prescribed in paragraph (a) of this sub-clause, an employee shall be entitled to and shall be paid a further cost of living allowance as set out hereunder:—

	Per Week.		
	s.	d.	
Boiler attendant	4	3	
Can packer	3	9	
Chargehand	4	3	
Factory clerk, qualified	4	3	
Factory clerk, unqualified—			
first 6 months of experience	4	3	
second 6 months of experience	4	3	
Food boiler, qualified	5	0	
Food boiler, unqualified—			
first 6 months of experience	4	3	
second 6 months of experience	4	3	
third 6 months of experience	5	0	
fourth 6 months of experience	5	0	
fifth 6 months of experience	5	0	
sixth 6 months of experience	5	0	
Forewoman	5	0	
Grade I employee, qualified	5	0	
Grade I employee, unqualified—			
first 3 months of experience	4	3	
second 3 months of experience	4	3	
third 3 months of experience	5	0	

Per week.

	s.	d.
Graad II-werknemer, gekwalifiseer	4	3
Graad II-werknemer, ongekwalifiseer—		
eerste 3 maande ondervinding	4	3
tweede 3 maande ondervinding	4	3
Graad III-werknemer	4	3
Graad IV-werknemer, manlik	4	3
Graad IV-werknemer, vroulik	3	9
Graad V-werknemer, manlik—		
18 jaar of ouer	3	9
onder 18 jaar	3	9
Graad V-werknemer, vroulik—		
18 jaar of ouer	3	9
onder 18 jaar	3	9
Konfytroerder en/of panleegmaker	4	3
Masjienhandlanger	5	0
Motorvoertuigdrywer	5	0
Versorger van beskermende klere	4	3
Opsigter oor retortdrukkoker	5	0
Opsigter, manlik	5	0
Opsigter, vroulik	4	3
Wag	4	3
Welsynbeampte	5	0

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, behalwe 'n los werknemer, 'n weeklikse en uitgesonderd soos bepaal in subklousule (5) hiervan en klousule 5, subklousule (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas en gebied hetsy hy in daardie week die maksimum getal gewone ure gewerk het wat in klousule 6 (1) voorgeskryf is, of minder.

(5) *Differensiële lone.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag, hetsy bo en behalwe sy eie werk of in plaas daarvan, altesame langer 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 stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas

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

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

(ii) in die geval in paragraaf (b) genoem, 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 werkure wat deur die werknemer in 'n week gewerk word; met dien verstande dat die werknemer nie ten opsigte van die dag waarop hy die werk verrig tot 'n totale bedrag geregtig is nie 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;

met dien verstande dat as die enigste onderskeid tussen klasse kragtens subklousule (1) gegrond word op ondervinding, geslag of ouderdom, die bepaling van hierdie subklousule nie van toepassing is nie.

(6) *Berekening van maandloon.*—As die loon wat aan 'n werknemer verskuldig is, kragtens klousule 5 (1) ook al maandeliks betaal word, moet die bedrag van die 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 daaroor skriftelik ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of binne 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 koert of ander houer wees, of vergesel wees van 'n staat wat die werkgewer se naam vermeld, asook die werknemer se naam of betaalstaatsnommer, die werknemer se bedryf, die getal gewone ure en oortydure wat gewerk is, die verskuldigde besoldiging en lewenskostetoelae en die tydperk waarvoor betaling gedoen word.

(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 regstreeks of onregstreeks aan 'n werknemer gedoen of deur hom aangeneem word nie.

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

Per week.

	s.	d.
Grade II employee qualified	4	3
Grade II employee, unqualified—		
first 3 months of experience	4	3
second 3 months of experience	4	3
Grade II employee	4	3
Grade IV employee, male	4	3
Grade IV employee, female	3	9
Grade V employee, male—		
18 years of age or over	3	9
under 18 years of age	3	9
Grade V employee, female—		
18 years of age or over	3	9
under 18 years of age	3	9
Jam stirrer and/or pan emptier	4	3
Machine Handyman	5	0
Motor Vehicle driver	5	0
Protective clothing attendant	4	3
Retort pressure cooker supervisor	5	0
Supervisor, male	5	0
Supervisor, female	4	3
Watchman	4	3
Welfare Officer	5	0

(4) *Basis of Contract.*—For the purpose 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 (5) hereof and clause 5 sub-clause (6), an employee shall be paid in respect of any week not less than the full weekly remuneration prescribed in this Agreement for an employee of this class and area, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(5) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, 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

(a) 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 and area, plus thirty per cent divided by the number of ordinary hours worked by such employee in a 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.

(6) *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 and area.

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 in respect of ordinary time worked, the remuneration due in respect of overtime worked and cost of living allowance 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) *Losies en inwoning.*—Behoudens soos bepaal by die Natuurelle (Stadsgebiede) Wysigingswet, 1945, soos gewysig, of by die Natuurelle-arbeid Regelingswet, 1911, kan 'n werkgewer nie van sy werknemer vereis om losies en/of inwoning van hom of van 'n persoon of by 'n plek wat hy aanwys, aan te neem nie.

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

- Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorg-, of pensioenfondse, of ledegeld vir 'n werknemersorganisasie en of vakvereniging; met dien verstande dat in geval van 'n aftrekking vir siekte- of voorsorgfondse ingevolge die voorbehoudsbepaling van klousule 8 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry.
- Uitgesonderd waar dit andersins in hierdie Ooreenkoms bepaal word, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het, wanneer die werknemer ook al van sy werk afwesig is.
- 'n Aftrekking van die bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig of toegelaat word om af te trek.
- Ten opsigte van 'n openbare vakansiedag, behalwe Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang as hy op dié dag gewerk het.
- As 'n werknemer instem of verplig is om kragtens die Natuurelle (Stadsgebiede) Wysigingswet, 1945, of die Natuurelle-arbeid Regelingswet, 1911, losies en/of inwoning van sy werknemer aan te neem, 'n aftrekking van hoogstens die bedrag hieronder genoem:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Losies	0 3 0	0 13 0
Inwoning	0 2 0	0 8 8
Losies en inwoning	0 5 0	1 1 8

(f) Wanneer die gewone werkure wat in klousule 6 voorgeskryf word, ook al 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 korttyd wat veroorsaak word deur 'n tydelike slappe in die bedryf of tekort aan grondstowwe, of aan vervoer, tensy die werkgewer sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
- in die geval van korttyd wat veroorsaak word deur ongunstige weergesteldheid of 'n algemene onklaar-raking 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 gegee het dat daar geen werk beskikbaar sal wees nie.

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

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

- in die geval van 'n werknemer wat 'n sesdaagse week werk—
 - 46 uur in 'n week van Maandag tot en met Saterdag;
 - agt uur op 'n dag, tensy die ure op een dag nie meer as vyf is nie, in welke geval die ure op die ander dae hoogstens 8½ op 'n dag mag wees, indien deur die verlenging die gewone werkure van 46 in 'n week nie oorskry word nie;
- in die geval van 'n werknemer wat 'n vyfdaagse week werk—
 - 46 uur in 'n week van Maandag tot en met Vrydag;
 - 9¼ uur op 'n dag.

(2) Die gewone werkure van 'n los werknemer mag hoogstens die volgende wees:—

- in die geval van 'n fabriek waarin 'n sesdaagse week gewerk word, 8½ uur per dag;
- in die geval van 'n fabriek waarin 'n vyfdaagse week gewerk word, 9¼ uur per dag.

(3) *Etensonderbrekings.*—'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk nie sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en dié pouse moet nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—

- as die pouse langer as een uur duur, alle tyd bo 1½ uur as gewone werkure gereken moet word;
- werktye wat deur 'n tussenpoos van minder as een uur onderbreek word, as aaneenlopend gereken moet word;
- in die geval van 'n werknemer wie se gewone werkure op 'n dag nie meer as sewe uur en veertig minute beloop nie, die pouse tot 20 minute verminder kan word wat so na as moontlik aan die middel van die werktydperk toegestaan moet word.

(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 employee's organization and/or trade union; 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 the Agreement whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of weekly wage which such an employee was receiving in respect of his ordinary hours of work at the time thereof.
- A deduction of any amount which an employer 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, Day of the Covenant 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 twenty-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.

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—

- in the case of an employee who works a six-day week—
 - 46 hours in any week from Monday to Saturday, inclusive;
 - eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day, if by such extension the ordinary hours of work, do not exceed 46 in any week;
- in the case of an employee who works a five-day week—
 - 46 hours in any week from Monday to Friday, inclusive;
 - nine and a quarter hours in any day.

(2) The ordinary hours of work of a casual employee shall not exceed—

- in the case of a factory in which a six-day week is observed, eight and a half hours in any day;
- in the case of a factory in which a five-day week is observed, nine and a quarter hours in any day.

(3) *Meal Breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously 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—

- if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;
- periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- in the case of an employee whose ordinary hours of work do not on any day exceed seven hours and forty minutes, such interval may be reduced to twenty minutes to be granted at as nearly as practicable the middle of such work period.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy fabriek werk, uitgesonderd 'n motorvoertuigbestuurder, 'n ruspouse van minstens tien minute toestaan, so na as moontlik aan—

- (a) die middel van elke eerste werktyd op 'n dag; en
- (b) die middel van elke tweede werktyd op 'n dag,

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

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (3) en (4), moet alle werkure aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat bo die getal ure soos ten opsigte van 'n dag of 'n week in subklousules (1) en (2) voorgeskryf, gewerk word, moet as oortyd gereken word.

(7) *Beperking van oortyd.*—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om meer as tien uur oortyd in 'n week te werk nie.

(8) *Vroulike werknemers.*—'n Werknemer kan nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie—

- (a) tussen 6-uur nm. en 6-uur vm.;
- (b) op meer as vyf dae in 'n week na 1-uur nm.;
- (c) oortyd van meer as twee uur op 'n dag, of op meer as drie agtereenvolgende dae;
- (d) oortyd op meer as 60 dae in 'n jaar;
- (e) na voltooiing van haar gewone werkure, meer as een uur op 'n dag oortyd, tensy hy—
 - (i) die werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) aan die werknemer 'n voldoende ete verskaf het voordat die oortyd begin; of
 - (iii) aan die werknemer betyds 2s. 6d. betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

(9) *Besoldiging vir oortyd.*—'n Werkgewer moet die volgende betaal—

- (a) aan sy vroulike werknemer ten opsigte van alle oortyd wat deur haar gewerk is, besoldiging teen 'n skaal van minstens 1½ maal haar gewone loon;
- (b) aan sy manlike werknemer ten opsigte van alle oortyd deur hom gewerk, besoldiging teen 'n skaal van minstens 1½ maal sy gewone loon; en
- (c) aan sy werknemer ten opsigte van alle oortyd deur hom oop Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag gewerk, besoldiging teen 'n skaal van minstens dubbel sy gewone loon;

met dien verstande dat as in enige week oortyd wat op 'n daaglikse basis bereken word, verskil van oortyd wat op 'n weeklikse basis bereken word, die basis wat gedurende die week die grootste hoeveelheid oortyd lewer, aangeneem moet word.

(10) *Voorbehoud.*—Die bepalings van hierdie klousule is nie op 'n wag van toepassing nie; en die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodsaaklike werk verrig as gevolg van 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie.

7. JAARLIKSE VERLOF.

(1) Behoudens subklousule (2), moet 'n werkgewer sy werknemer ondergenoemde verlof ten opsigte van elke volle jaar diens by hom toestaan.

- (a) in die geval van 'n wag, drie agtereenvolgende weke verlof;
- (b) in die geval van elke ander werknemer, twee agtereenvolgende weke verlof;

met volle besoldiging teen die skaal van besoldiging wat hy onmiddellik voordat hy op verlof gaan, ontvang het;

(2) Die verlof wat in subklousule (1) genoem word, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) die tydperk van die verlof nie mag saamval met siekteverlof wat ingevolge klousule 8 toegestaan is nie, nog met 'n tydperk wanneer die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die verlof val, nog 'n dag ter vervanging van elkeen van dié dae aan by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (iv) 'n werknemer elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle besoldiging aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek;
- (v) 'n werkgewer en sy werknemer skriftelik kan ooreenkom dat jaarlikse verlof oor 'n tydperk van diens van nie meer as twee agtereenvolgende jare mag oploop nie.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) genoem, moet op of voor die laaste werkdag voor die datum waarop daardie verlof begin, betaal word.

(4) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his factory, other than a motor vehicle driver, 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; and
- (b) the middle of each second work period in a day;

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.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week.

(8) *Female Employees.*—An employer shall not require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee two shillings and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay—

- (a) to his female employee in respect of all overtime worked by her, remuneration at a rate not less than one and a half times her ordinary wage;
- (b) to his male employee in respect of all overtime worked by him, remuneration at a rate not less than one and one-third times his ordinary wage; and
- (c) to his employee in respect of all overtime worked by him on New Year's Day, Good Friday, Day of the Covenant and Christmas Day, remuneration at a rate not less than double his ordinary wage;

provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(10) *Savings.*—The provisions of this clause shall not apply to a watchman and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) an employer shall grant to his employee in respect of each completed year of employment with him—

- (a) in the case of a watchman three consecutive week's leave;
- (b) in the case of every other employee two consecutive weeks' leave;

on full pay at the rate of remuneration he was receiving immediately prior to proceeding on leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer, provided that—

- (i) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall, in substitution for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his employee may in writing agree that annual leave be accumulated over a period of employment of not more than two consecutive years.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of the commencement of such leave.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige volgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof opgeloopt het waarna in subklousule (1) verwys word, moet, uitgesonderd soos bepaal in die vierde voorbehoud van subklousule (2), by die beëindiging in plaas van verlof en ten opsigte van elke volle maand diens in daardie tydperk van minder as 'n jaar minstens een-sesde van die weekloon betaal word wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

(5) 'n Werknemer wat op 'n tydperk van verlof ingevolge subklousule (1) geregtig geword het en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by beëindiging die bedrae betaal word wat in subklousules (1) en (4) ten opsigte van verlof genoem word.

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

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

wat altesame nie meer as tien weke in 'n jaar bedra nie en gereken word dat dit begin—

- (i) in die geval van 'n werknemer wat voordat hierdie Ooreenkoms van krag geword het, op verlof kragtens 'n wet geregtig geword het, van die datum af waarop die werknemer laas op verlof kragtens die wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie 'n wet van toepassing was, wat vir jaarlikse verlof voorsiening maak, maar wat nog nie ingevolge die bepaling daarvan op verlof geregtig geword het nie, van die datum af waarop die diens begin het;
- (iii) in die geval van alle ander werknemers, van die datum af waarop hy by sy werkgever in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het;

met dien verstande dat as die tydperk van 'n werknemer se opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as 30 dae in 'n jaar is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleiding minder as 30 dae is.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet sy werknemer wat, nadat hy een maand by hom in diens is, van sy werk afwesig is weens siekte of ongeluk, uitgesonderd 'n ongeluk waarvoor skadevergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, of 'n ongeluk wat deur sy eie wangedrag veroorsaak is, die volgende betaal:—

- (a) in die geval van 'n werknemer wat 'n sesdaagse week werk, 12 werkdag siekteverlof met volle besoldiging, of anders 30 werkdag siekteverlof met halfbesoldiging;
- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdag siekteverlof met volle besoldiging, of anders 25 werkdag siekteverlof met halfbesoldiging;
- (c) in die geval van 'n wag wat 'n sewedaagse week werk, 14 werkdag siekteverlof met volle besoldiging, of anders 35 werkdag siekteverlof met halfbesoldiging;

altesame gedurende 'n diensjaar by hom, en hy moet hom ten opsigte van die tydperk van afwesigheid ingevolge die bepaling hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het, of as die werkgever verkies het om die ander stelsel ingevolge bogenoemde bepaling toe te pas, minstens die halwe loon betaal wat die werknemer sou ontvang het as hy gedurende dié tydperk gewerk het; met dien verstande dat die werkgever kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, 'n sertifikaat getoon word wat deur 'n geregistreerde geneesheer geteken is en wat die duur van die werknemer se siekte meld ten opsigte van iedere afwesigheid waarvoor betaling geëis word; voorts met dien verstande dat as daar ingevolge 'n ooreenkoms tussen die werkgever en sy werknemers, of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging, in 'n fabriek 'n siektebystand- of voorsorgsfonds bestaan, of gestig gaan word, waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat nie minder is as die bedrag wat deur elkeen van die werknemers betaal word, of betaalbaar is nie, en uit welke fonds 'n werknemer ingeval van afwesigheid, of afwesighede van werk weens siekte of ongeluk (uitgesonderd 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, skadeloosstelling betaalbaar is), in 'n jaar reg het op betaling van 'n bedrag wat altesaam gelyk is aan minstens sy volle loon vir twee weke ten opsigte van die afwesigheid of afwesighede onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, die bepaling van hierdie klousule nie van toepassing is nie;

Die werkgever moet binne 'n tydperk van vier weke van die datum af waarop hierdie Ooreenkoms deur die Minister bindend gemaak is, kies of hy ten opsigte van al sy werknemers verlang om die hoofbepaling, of die ander bepaling van subartikels (a), (b) en (c) na te kom, en moet binne die genoemde tydperk van sy keuse en die datum daarvan aan sy werknemers kennis gee deur vertoning van 'n kennisgewing op 'n opvallende plek in

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clause (1) and (4).

(6) For the purposes of this clause 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-clause (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 clause 8;

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof from the date on which such employment commenced;
- (iii) in the case of any other employee from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days, the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), or an accident caused by his own misconduct—

- (a) in the case of an employee who works a six-day week, 12 work days' sick leave on full pay or alternatively, 30 work days' sick leave on half pay;
- (b) in the case of an employee who works a five-day week, 10 work days' sick leave on full pay or, alternatively, 25 work days' sick leave on half pay;
- (c) in the case of a watchman who works a seven-day week, 14 work days' sick leave on full pay or, alternatively, 35 work days' sick leave on half pay;

in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period, or where the employer had elected to observe the alternative system in terms of the above, not less than half the wage the employee would have received had he worked during such period, provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further that where, in any factory, there exists or may be established by virtue of an agreement, between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in the case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of the clause shall not apply.

The employer shall within a period of four weeks from the date on which this Agreement is declared binding by the Minister, elect whether he shall observe in respect of all his employees the main or alternative provisions of sub-sections (a), (b) and (c) and shall within the said period notify his election and the date thereof to his employees by notice posted up in a conspicuous place in his establishment and the Divisional Inspector of Labour,

sy inrigting, en skriftelik aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, en aan die Sekretaris van die Food and Canning Workers' Union, Port Elizabeth, en van die datum af wat aldus kennis gegee is, moet die hoofbepalings, of na gelang van die geval, die ander bepalinge, op die inrigting toegepas word. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkomst deur die Minister bindend verklaar word, en die datum van die werkgewer se keuse, soos reeds genoem, moet die hoofbepalings van die genoemde subartikels op die werkgewer en al sy werknemers toegepas word. As die werkgewer in gebreke bly om binne die reeds genoemde tydperk sodanige keuse te doen, sal die hoofbepalings verder van toepassing wees.

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

9. OPENBARE VAKANSIE EN SONDAE

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

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke dag minstens die loon betaal, genoem in subklousule (1), 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, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke dag minstens die dagloon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word, plus ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, die loon gedeel deur agt.

(3) *Besoldiging vir werk op Sondag.*—As 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, op Sondag werk, moet sy werkgewer 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 $1\frac{1}{2}$ maal sy gewone loon betaal ten opsigte van die hele tydperk wat op daardie Sondag gewerk word en hom binne sewe dae van die Sondag af een dag verlof toestaan en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op die verlofdag sy gewone gemiddelde getal ure vir daardie dag van die week gewerk het.

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

10. GETALLEVERHOUDING.

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

11. STUKWERK OF PRESTASIELOONWERK.

(1) Behoudens soos bepaal in klousule 5 (6), moet 'n werkgewer sy werknemer wat stukwerk of prestasieloonwerk vir 'n tyd verrig, besoldiging betaal teen die skale soos tussen die werkgewer en sy werknemer ooreengekom; met dien verstande dat afgesien van die hoeveelheid of omvang van die werk wat verrig is, die werkgewer 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 of prestasieloonwerk verrig word, die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf word;

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

(2) 'n Werkgewer moet op 'n opvallende plek in sy fabriek 'n rooster van die stukwerk- en prestasieloonwerkskale genoem in subklousule (1), vertoon hou, en hy kan daardie skale nie verlaag nie tensy hy sy werknemer minstens twee weke kennis van die voorgenoemde wysiging gegee het.

Port Elizabeth, and the Secretary, Food and Canning Workers' Union, Port Elizabeth, in writing and, as from the date so notified, the main (or alternative) provisions, as the case may be, shall apply to such establishment. During the period between the date on which this Agreement is declared binding by the Minister and the date of election by the employer as aforesaid the main provisions of the said sub-sections shall apply to such employer and all his employees. If the employer fails to make such election within the aforesaid period the said main provisions continue to apply.

(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, Day of the Covenant and Christmas Day, provided that an employee may be required to work on any 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, Day of the Covenant 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, Day of the Covenant or Christmas Day, his employer shall pay to him for each such 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 or watchman, 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.

10. PROPORTION OR RATIO.

An employer shall employ on each shift a qualified food boiler, 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 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 factory clerk, one qualified grade I employee, and one qualified grade II employee for each two unqualified food boilers, unqualified factory clerks, unqualified grade I employees, or unqualified grade II employees, respectively, employed by him.

11. PIECEWORK OR BONUS INCENTIVE WORK.

(1) Save as provided in clause 5 (6) an employer shall pay to his employee employed on piecework or bonus incentive work 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 piecework or bonus incentive work is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class and area;

(b) in the case of a casual employee, in respect of each day on which piecework or bonus incentive work 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 or bonus incentive work 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. OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werknemer moet oorpakke en/of beskermende klere en/of werksmense wat hy van sy werkgever kan vereis om te dra of te gebruik of wat hy ingevolge wet of regulasie verplig is om aan sy werkgever te verskaf, kosteloos verskaf en in goeie toestand hou en hy moet die oorpakke en/of beskermende klere op eie koste was en stryk, of laat was en stryk, of aan sy werkgever, in plaas van dié was- en strykdienste te verleen, tegelyk met die betaling van sy besoldiging 1s. per week betaal.

(2) Alle uniforms, oorpakke en beskermende klere en/of werksmense wat kragtens hierdie klousule verskaf word, bly die eiendom van die werkgever en mag nie van die werkgever se inrigting verwyder word nie, uitgesonderd op magtiging van die werkgever met die doel om dit skoongemaak, gewas of herstel te kry.

13. VAKVERENIGINGGERIEWE.

(1) Elke werkgever moet enigiemand wat skriftelik daartoe deur die vakvereniging gemagtig is, toelaat om sy kleedkamer van tyd tot tyd gedurende die etensuur binne te gaan (mits geen vergaderings daarin gehou word nie) vir die doel om—

- werknemers in verband met sake van die vakvereniging te spreek;
- nuwe lede te werf;
- kennissgewings te versprei van vergaderings deur die vakvereniging belê;
- ledegeld in te vorder wat aan die vakvereniging verskuldig is.

(2) Die gemagtigde persoon of persone moet die werkgever of sy gemagtigde verteenwoordiger van sy of haar voorneme om die kleedkamer te besoek in kennis stel, soos bepaal in subklousule (1).

14. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

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

15. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat die werkgever en werknemer se name voluit, die aard van die diens, die datums van indiensneming en van diensbeëindiging en die skaal van besoldiging op die datum van die diensbeëindiging meld.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke van diens minstens 24 uur opsegging en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of in plaas daarvan die volgende betaal of verbeur:—

- In die geval van 24 uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur sewe in die geval van 'n wagses in die geval van 'n werknemer wat 'n sesdaagse week werk, en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- in die geval van 'n week opsegging, minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het;

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

- Die werkgever of die werknemer se reg om die diens sonder voorafgaande opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- 'n skriftelike ooreenkoms tussen die werkgever en sy werknemer wat vir 'n tydperk van diensopsegging van gelyke duur vir albei partye en vir langer as een week.

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

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

Op hede die 18de dag van Februarie 1955 in Port Elizabeth onderteken.

A. M. GRAY, *Voorsitter.*

I. DRAGHOENDER,
M. WILLIAMS,

Gemagtigde verteenwoordigers (werknemers).

B. GERSHILL,
F. W. SHORT,

Gemagtigde verteenwoordigers (werkgevers).

A. DU TOIT, *Sekretaris.*

12. OVERALLS AND PROTECTIVE CLOTHING AND/OR WORKING KNIVES.

(1) An employer shall supply and maintain in good condition free of charge any overalls and/or protective clothing and/or working knives which he may require his employee to wear or use or which by any law or regulation he may be compelled to provide for his employers, 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 1s. per week at the same time as he pays his remuneration.

(2) All uniforms, overalls and protective clothing and/or working knives provided in terms of this clause shall remain the property of the employer, and shall not be removed from the employee's place of employment except on the authority of the employer for the purpose of cleaning, laundering or repair.

13. TRADE UNION FACILITIES.

(1) Every employer shall permit any person or persons authorised thereto by the trade union in writing to enter his cloakroom (provided no meetings are held therein) from time to time during the lunch-hour, for the purpose of—

- interviewing employees on trade union matters;
- enrolling new members;
- distributing notices calling meetings by the trade union;
- collecting members' contributions to the trade union.

(2) The authorised person or persons shall notify the employer or his authorised representative of his or her intention to visit the cloakroom as provided in sub-clause (1).

14. 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.

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.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first four weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—

- 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 seven in the case of a watchman, six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;
- in the case of week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- 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 one week.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1), the payment or forfeiture 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.

Signed at Port Elizabeth this 18th day of February, 1955.

A. M. GRAY, *Chairman.*

I. DRAGHOENDER,
M. WILLIAMS,

Duly Authorised Representatives (Employees).

B. GERSHILL,
F. W. SHORT,

Duly Authorised Representatives (Employers).

A. DU TOIT, *Secretary.*

* No. 1712.]

[26 Augustus 1955.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Inmaak van Voedsel gepubliseer by Goewermentskennisgewing No. 1711 van 26 Augustus 1955, vir die persone wie se werkkure daarby gereël word nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 1712.]

[26 August 1955.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

PRESERVED FOOD INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Preserved Food Industry, published under Government Notice No. 1711 of the 26th August, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

Wette van die Unie van Suid-Afrika, 1954

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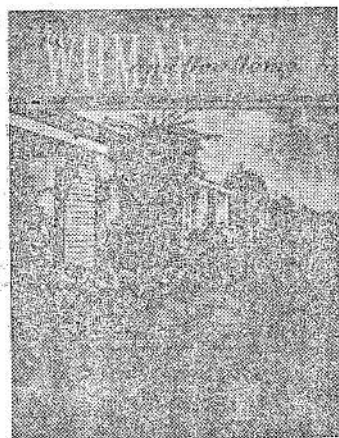
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