



UNIE VAN SUID-AFRIKA  
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE EXTRAORDINARY  
**Staatskoerant**  
**Government Gazette**

(Registered at the Post Office as a Newspaper)

VOL. CLXVII.] PRYS 6d. PRETORIA, 21 MAART 1952. PRICE 6d. [No. 4811.  
21 MARCH

Alle Proklamasies, Goewerments- 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 Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 554.] [21 Maart 1952.  
NYWERHEID-VERSOENINGSWET, 1937.

### NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

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

- (a) kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-Versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Nywerheid vir die Inmaak van Voedsel vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van April 1954, bindend is vir die werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 en 14 tot en met 16 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van April 1954, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde Nywerheid in die magistraatsdistrik Port Elizabeth; en
- (c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 12 en 14 tot en met 16 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 30ste dag van April 1954, in die magistraatsdistrik Port Elizabeth *mutatis mutandis* van toepassing is ten opsigte van persone in diens van genoemde Nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 554.] [21 March 1952.  
INDUSTRIAL CONCILIATION ACT, 1937.

### PRESERVED FOOD INDUSTRY.

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

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Preserved Food Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of April, 1954, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) 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 the date of publication of this notice and for the period ending the 30th day of April, 1954, 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 the publication of this notice, and for the period ending the 30th day of April, 1954, the provisions obtained 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.

B. J. SCHOEMAN,  
Minister of Labour.

## BYLAE.

## NYWERHEID-VERSOENINGSWET, 1937.

## VERSOENINGSRAADOOREENKOMS VIR DIE NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

## OOREENKOMS

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

Food and Canning Workers' Union,

aan die een kant (hierna „die werknemers” genoem en die volgende werkgewers:—

H. Jones and Company (S.A.) Ltd., Port Elizabeth;  
Standard Cannery and Packers, Ltd., Port Elizabeth;

(hierna „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 lere in kousule 4 (1) hiervan voorgeskryf word.

## 2. TERMYN VAN TOEPASSING.

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 tot 30 April 1954 of tot 'n datum wat die Minister vasstel.

## 3. WOORDBEPALING.

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

„bediener van 'n ammoniakperser-installasie”, 'n werknemer wat toesig hou oor 'n ammoniakperser-installasie;

„bediener van outomatiese dubbelnaatmasjien”, 'n werknemer wat toesig hou oor 'n outomatiese dubbelnaatmasjien en vir die doeleindes van hierdie woordbepaling, beteken „toesig hou oor” verantwoordelik wees vir die werking van die masjien;

„ketelbediener”, 'n werknemer wat die water en die stoomdruk in 'n stoomketel op peil hou en wat die stoomketel kan stook;

„bediener van kisedendrukmasjien”, 'n werknemer wat 'n kisedendrukmasjien bedien en wie se werk die set en rangskikking van letters en syfers vir die bedruk van houtkisede insluit;

„blikkiesverpakker”, 'n werknemer wat met die hand bereide vrugte of groente sorteer volgens maat en/of kwaliteit terwyl sulke produkte gewas en in blikkies of bottels verpak word en dit sluit 'n werknemer in 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;

„los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„onderbaas”, 'n werknemer wat onder die toesig van 'n fabrieksvoorman, afdelingsvoorman, voorvrou of opsigter toesig hou oor 'n groep werknemers, graad V;

„klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en dit sluit 'n magasynmeester, kassier, versendingsklerk, vrugte- en/of groente-ontvangklerk en telefonis in;

„afdelingsvoorman”, 'n werknemer, behalwe 'n fabrieksvoorman, opsigter of onderbaas, wat of in die vrugtebereidingsafdeling of in die blikkiesverpakkingafdeling 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 vrugtebereidingsafdeling of in die blikkiesverpakkingafdeling '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 bymekaarmaak van die goedere, die nadel van pakkette en die merk en adresseer daarvan;

„voerder van dubbelnaatmasjien”, 'n werknemer wat die deksels aan die dubbelnaatmasjien voer en wat die masjien kan aansit en stopst en wat verstopings in die rolbaan kan wegruim;

„ervaring”, 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 enige van die werksaamhede wat in paragrawe (a), (b) en (c) van die woordbepaling van „Nywerheid vir die Inmaak van Vrugte en Groente” 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;

## 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 employee”) and the following employers:—

Messrs. H. Jones and Company (S.A.) Ltd., Port Elizabeth,  
Messrs. Standard Cannery and Packers Ltd., 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 until the 30th April, 1954, or such date 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 and who may fire such boiler;

“box-end printing machine operator” means an employee engaged in operating a box-end printing machine and whose duties include setting or arranging letters or numbers for printing wooden box-ends;

“can packer” means an employee engaged in hand grading prepared fruit or vegetables according to size and/or quality, whilst washing 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;

“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 is in charge of a group of grade V employees;

“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;

“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.

“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, a 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;



„fabrieksklerk”, ’n werknemer, behalwe ’n klerklike werknemer, wat een of meer van die volgende werksaamhede verrig:—

Etiket uitreik en aantekening daarvan hou;  
bestellings bymeekaarmaak;  
aantekening hou van die hoeveelhede en/of gewig van goedere wat verbruik word;  
goedere afweeg;  
aantekening hou van werknemers se werktjye;  
aantekening hou van stukwerkverdiensde;

en wat ’n magasynmeester of versendingsklerk oor die algemeen kan help en dit sluit ’n werknemer in wat verantwoordelik is vir die ontvang van goedere en die natel, aantekene en aflaai daarvan;

„fabrieksklerk, gekwalifiseer”, ’n fabrieksklerk met minstens een jaar ervaring;

„fabrieksklerk, ongekwalifiseer”, ’n fabrieksklerk met minder as een jaar ervaring;

„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 verrigting deur hulle van hul werk;

„bestuurder en/of bediener van ’n fabriekstapelrok”, ’n werknemer, behalwe ’n bestuurder van ’n fabriekstrok, wat binne die persele ’n meganiese trok bestuur wat gebruik word om goedere te vervoer en dit meganies op te stapel, en vir die toepassing van hierdie woordbepaling sluit bestuur of bedien alle tye in waarin bestuur of bedien word en al die tyd wat ’n bestuurder of bediener, terwyl hy vir die voertuig verantwoordelik is, bestee aan of in verband met die voertuig van die vrag en al die tye wat hy verplig is om op sy pos te bly, in gereedheid om te bestuur of te bedien;

„bestuurder van ’n fabriekstrok”, ’n ander werknemer as ’n bestuurder en/of bediener van ’n fabriekstapelrok, wat ’n meganiese trok binne die fabriekpersele bestuur en vir die doeleindes van hierdie woordbepaling beteken bestuur of bedien alle tydperke waarin bestuur of bedien word en al die tyd wat ’n bestuurder of bediener, terwyl hy vir die voertuig verantwoordelik is, bestee aan of in verband met die voertuig van die vrag en al die tydperke wat hy verplig is om op sy pos te bly, in gereedheid om te bestuur of te bedien;

„stoker”, ’n werknemer wat die vure in stoomketels maak of 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 ervaring;

„voedselkoker, ongekwalifiseer”, ’n voedselkoker met minder as drie jaar ervaring;

„voorstuur”, ’n vroulike werknemer wat onder toesig van ’n fabrieksvoorman of afdelingsvoorman toesig hou oor al die vroulike werknemers (behalwe klerklike werknemers) in ’n fabriek en wat toesig oor die werknemers hou en vir die doeltreffende verrigting van hul werk verantwoordelik is;

„werknemer graad I”, ’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) bediener van vakuumpkookinstallasie en/of bediener van verdamer;
- (5) bediener van retortperskoker;
- (6) laboratorium-assistent;
- (7) bestuurder en/of bediener van fabriekstapelrok;
- (8) hersteller van vaatjies en/of vate;

„werknemer graad I, gekwalifiseer”, ’n graad I-werknemer met minstens nege maande ervaring;

„werknemer graad I, ongekwalifiseer”, ’n graad I-werknemer met minder as nege maande ervaring;

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

- (1) Stroopmaker;
- (2) fabriekstrokbestuurder;
- (3) afmeter;
- (4) platkissies of kassies van ongesaagde materiaal maak;
- (5) voerder van dubbelnaatmasjien;
- (6) een of meer van ondergenoemde kragmasjiene bedien en/of toesig daaroor hou:—
  - (a) Konfytelator, met konfyt vul, of konfyt afkoel;
  - (b) looguitkoker;
  - (c) nie-outomatiese naat- of omklinkwerk;
  - (d) pulp maak en oplos;
  - (e) kassies spyker;
  - (f) met ertjies vul en pekel;
  - (g) etiketteer, maar nie met ’n outomatiese etiketteermasjien vir bottels nie;
  - (h) melies opsky, meng, bestroop, was en afmaak;
  - (i) outomatiese bottelwasser en/of -steriliseerder;
  - (j) groente sny, in skyfies of blokkies sny;
  - (k) waatlemoen in blokkies sny;
  - (l) outomatiese sitrusvrugte in kwarte of halwes maak;
  - (m) outomaties bottels vul en/of toekurk;
  - (n) pynappels sny, afskil, in ringe en/of skyfies sny;
  - (o) kisente bedruk;

„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;

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

„grade I employee, qualified” means a grade I employee who has had not less than nine months’ experience;

„grade I employee, unqualified” means a grade I employee who had had less than nine months’ experience;

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

- (1) Syrup-maker;
- (2) factory truck driver;
- (3) measurer;
- (4) making trays or boxes from uncut material;
- (5) double seamer feeder;
- (6) operating and/or attending one or more of the following power-driven machines:—
  - (a) Jam elevator, jam filling or jam cooling;
  - (b) lye scalding;
  - (c) non-automatic seaming and clinching;
  - (d) pulping and disintegrating;
  - (e) boxnailing;
  - (f) pea filling and brinning;
  - (g) labelling, other than an automatic bottle labelling machine;
  - (h) corn cutting, mixing, silking, washing and husking;
  - (i) automatic bottle washing and/or sterilising;
  - (j) vegetable cutting, slicing or dicing;
  - (k) melon dicing;
  - (l) citrus automatic quartering or halving;
  - (m) automatic bottle filling and/or corking;
  - (n) pineapple cutting, peeling, ringing and/or slicing;
  - (o) box-end printing;

„werknemer graad II, gekwalifiseer,” ’n graad II-werknemer met minstens ses maande ervaring;  
 „werknemer graad II, ongekwalifiseer,” ’n graad II-werknemer met minder as ses maande ervaring;  
 „werknemer graad III,” ’n werknemer wat een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) Bediener van passasiershyser;
- (2) sapuitdrukker;
- (3) hamertotser;
- (4) met die hand soldeer;
- (5) stoker;
- (6) met die hand etiketteer;
- (7) een of meer van die volgende kragmasjiene bedien en/of versorg:—
  - (a) Afvoerpot;
  - (b) snipper, repies sny en maal;
  - (c) groente afskil;
  - (d) voorverhitting;
  - (e) waatlemoen skil en in repies sny;
  - (f) pomp;
  - (g) meng en/of klop;
  - (h) blikkies vernis;
  - (i) outomatiese blikkiesstroopvulmasjien;
  - (j) sif;

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

- (1) Goederehyserbediener;
- (2) oorpakke was, stryk en/of herstel;
- (3) rantsoene kook;
- (4) kiste en/of ander houers vasbind en/of bande omsit met behulp van ’n draadklemmasjien;
- (5) voerings, skywe of ringe in deksels met die hand insit;
- (6) etikette van volle grootte met die hand heg aan blikke van ’n inhoud van 7 lb. of meer;
- (7) bottels of fesse met die hand of met handmasjien kroon, toekurk of enige ander soort stopper of afsluiter daarop sit;
- (8) bediener van ’n masjien wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;

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

- (1) Persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (2) voertuie, behalwe motorvoertuie, olie en smeer;
- (3) tee of dergelike drankte maak;
- (4) bottels, blikkies, skottels of ander houers met die hand was;
- (5) briewe, boodskappe of artikels te voet of met ’n fiets, driewieler of handvoertuig aflewer;
- (6) vure maak, aan die brand hou of trek, maar nie in stoomketels nie, of afval of as verwyder;
- (7) goedere of ander roerende goedere laai, of aflaai, optel, dra, verplaas of stapel;
- (8) help op bestelwaens, behalwe die bestuur of herstel daarvan;
- (9) ’n handvoertuig of -trok stoot of trek;
- (10) deure, vensters, boligte, kiste, sakke, bale, dromme of ander pakkette oopmaak, verseël of toemaak;
- (11) bondels plankies losmaak, bakke of kiste met die hand inmeekaarsit en spyker uit plankies of voorbereide materiaal;
- (12) bakke, kratte of kiste met die hand met voorbereide materiaal herstel;
- (13) kiste of ander houers vasbind of bande omslaan, maar nie met ’n draadklemmasjien nie;
- (14) kiste, sakke, kartonne of ander houers sjabloneer of merk (maar nie met die hand adresseer nie), of kiste, sakke, kartonne, dromme of ander pakkette van klaar geadresseerde etikette voorsien;
- (15) paaie of paadjies vee; grasperke en blombeddings natmaak;
- (16) veselrifelbord of soortgelyke houers met die hand uitpak of oopmaak en klaargemaakte houers fatsoeneer;
- (17) houers of papier vou;
- (18) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sulke artikels te bevat;
- (19) gebuigde flense van blikkies reg buig;
- (20) kleefetikette met die hand aan blikkies heg;
- (21) vrugte en/of groente op die vervoerband of vervoerder spreid;
- (22) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerders of masjiene voer of daarvan afneem maar nie deksels aan ’n dubbelnaatmasjien voer nie;
- (23) sitrusvrugte ruim;
- (24) vrugte en/of groente was, sorteer, afskil, afwerk, in skyfies sny, uithol, wegsny, boor of opsny met die hand of met ’n handmasjien, lê potte, bottels, blikkies, of ander houers sorteer, lê sakke tel en bondel;
- (25) pitte met die hand uit vrugte verwyder;
- (26) etjies, boontjies of ander groente met die hand uitdop;
- (27) bereide, rou, gebleikte of verhitte vrugte of groente in houers of bottels verpak, maar nie blikkiesverpakking nie;
- (28) blikkies, vaatjies, sakke, bottels of ander houers met die hand vul, maar nie blikkiesverpakking nie;

„grade II employee, qualified” means a grade II employee who has had not less than six months’ experience;  
 „grade II employee, unqualified” means a grade II employee who has had less than six months’ experience;  
 „grade III employee” means an employee engaged in one or more of the following capacities or operations:—

- (1) Passenger lift attendant;
- (2) juice extractor;
- (3) hammer tester;
- (4) soldering by hand;
- (5) fireman;
- (6) hand labeller;
- (7) operating and/or attending one or more of the following power-driven machines:—
  - (a) Exhaust-box;
  - (b) chipping, shredding and mincing;
  - (c) vegetable peeling;
  - (d) pre-heating;
  - (e) melon peeling and stripping;
  - (f) pumping;
  - (g) mixing and/or beating;
  - (h) can laquering;
  - (i) automatic can-syruping machine;
  - (j) sieving;

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

- (1) Goods lift attendant;
- (2) washing, ironing and/or mending overalls;
- (3) cooking rations;
- (4) binder and/or strapper of boxes and/or other containers using a wire-tieing machine;
- (5) inserting liners, discs or rings into lids by hand;
- (6) fixing full-size labels by hand to tins of a capacity of 7 lb. or more;
- (7) crowning, corking, or placing any other stopper or closer in or on bottles or jars by hand or hand-operated machine;
- (8) 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) Cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements, machinery, filter presses or other articles;
- (2) oiling and greasing vehicles other than motor vehicles;
- (3) making tea or similar beverages;
- (4) washing bottles, tins, dishes or other containers by hand;
- (5) delivering letters, messages or articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (6) making, maintaining or drawing fires, other than in steam boilers, or removing refuse or ashes;
- (7) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (8) assisting on delivery vehicles other than driving or effecting repairs;
- (9) pushing or pulling any manually propelled vehicle or truck;
- (10) opening, sealing, or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (11) loosening shooks, assembling and nailing trays, crates or boxes from shooks or ready prepared material by hand;
- (12) repairing trays, crates, or boxes by hand from ready cut material;
- (13) binding or strapping boxes or other containers other than with a wire-tieing machine;
- (14) stenciling or marking (but not addressing by hand) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums, or other packages;
- (15) sweeping roads or paths; watering lawns and flower-beds;
- (16) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;
- (17) folding containers or paper;
- (18) packing articles of a uniform size and number into containers specially made to contain such articles;
- (19) straightening tent flanges of cans;
- (20) fixing sticker labels by hand to tins;
- (21) spreading fruit and/or vegetables on a belt or conveyor;
- (22) feeding and taking off fruit, vegetables, boxes, cans or other material on to or from belts or machine, other than feeding lids into a double seaming machine;
- (23) reaming citrus fruit;
- (24) 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;
- (25) removing stones or pips from fruit by hand;
- (26) shelling peas, beans or other vegetables by hand;
- (27) packing prepared, raw, blanches or heated fruit or vegetables into containers or bottles, other than can packing;
- (28) filling tins, casks, bags, bottles or other containers by hand, but does not include can packing;



- (29) gesnyde of ongesnyde vrugte en/of groente in water inoos;
- (30) kranes van kleppe onder toesig van 'n fabrieksvoorman, afdelingsvoorman, werktuigkundige, opsigter of masjiensbediener, oopmaak of toemaak;
- (31) op 'n gestelde skaal afweeg;
- (32) rubberstempels gebruik;
- (33) neute of pitte kraak;
- (34) met die hand sif;
- (35) met die hand fynmaak, maal of pulp maak;
- (36) 'n handhyser bedien;
- (37) uitskep;
- (38) stukke sitruskil uitsorteer nadat dit versnipper is;
- (39) houers leegmaak, maar nie konfytpanne nie;
- (40) met die hand roer, maar nie konfyt-roer nie;
- (41) deksels verpak en natel;
- (42) klein voeringmasjiens voer;
- "hamertotter", 'n werknemer wat met die hand of 'n hamer of 'n soortgelyke instrument ingemaakte goedere ondersoek of dit in goeie toestand verkeer;
- "handetiketteerder", 'n werknemer wat etikette van volle grootte aan blikkies of bottels heg, maar sluit nie 'n werknemer in wat slegs etikette regsit terwyl hy etikette met 'n masjiens aansit of beskadeerde etikette vervang nie;
- "konfytroerder en/of panleegmaker", 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt uitgiet in houers, maar nie uitskep nie;
- "sapuitdrukker", 'n werknemer wat filtersakke met behandelde vrugte en water vul en hulle in die sapuitdrukmassiene plaas;
- "laboratoriumassistent", 'n werknemer wat, onder die toesig van 'n chemie-tenikus, monsters berei en wat eerste en roetienetoetse kan uitvoer en van die resultate daarvan aantekening kan hou;
- "masjiens- of installasiebediener en/of -versorger", 'n werknemer wat 'n kragmasjiens bedien, versorg, aansit of stopsit en wat daaraan verstellings kan uitvoer en/of die masjiens voer of daarvan afneem; en die uitdrukking "n masjiens bedien of versorg" het 'n ooreenkomstige betekenis;
- "masjienshandlanger", 'n werknemer, behalwe 'n werktuigkundige, wat klein herstellings en verstellings aan masjinerie, installasie, geboue of ander uitrusting uitvoer;
- "afmeter", 'n werknemer wat verantwoordelik is vir die en die werk verrig van afweeg, behalwe op 'n gestelde skaal, van hoeveelheid vrugte of ander bestanddele vir vervaardiging;
- "werktuigkundige", 'n geskoolde ambagsman of vakman, en dit sluit 'n kuiper in;
- "motorvoertuigbestuurder", 'n werknemer (behalwe 'n bestuurder en/of bediener van 'n fabriekstapeltrek of 'n bestuurder van 'n fabriekstrok), wat 'n motorvoertuig bestuur en vir die doeleindes van hierdie woordbepaling omvat "n motorvoertuig bestuur" alle tydperke waarin bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;
- "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 of bottel van—
- (a) konfyt, marmalade, blatjang, sous, gekookte spaghetti, en/of
- (b) vrugte, vrugtepulp of -sap, groentekonsentrate, -sap of -pulp, met inbegrip van die ontwatering en prosess-bewerking van vrugte en groente (behalwe die droog van sagtevrugte in die son of in 'n oond), sop, en/of
- (c) vleis en/of wors;
- en sluit in alle werksaamhede wat daarby behoort 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;
- "korttyd", 'n tydelike vermindering van die getal gewone werkers as gevolg van slappe-in die bedryf, tekort aan grondstowwe, ongunstige weersgesteldheid of 'n algemene defek aan installasie of masjinerie wat deur ongeval of ander onvoorsiene noodgeval veroorsaak word;
- "magasynmeester", 'n klerklike werknemer in algemene beheer oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bêre, 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, behalwe '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 vakuumpakinstallasie", 'n werknemer wat 'n vakuumpakinstallasie bedien en wat verantwoordelik is vir die gekonsentreerde vloeistowwe wat deur die installasie geproduseer word;

- (29) dipping fruit and/or vegetables, cut or uncut, into water;
- (30) opening or closing cocks or valves under supervision of a factory foreman, departmental foreman, mechanic, supervisor or machine operator;
- (31) weighing to a set scale;
- (32) rubber stamping;
- (33) cracking nuts or kernels;
- (34) sieving by hand;
- (35) grinding, milling or pulping by hand;
- (36) operating a hand hoist;
- (37) ladling;
- (38) sorting out chunks of citrus peel after shredding;
- (39) emptying containers, other than jam pans;
- (40) stirring by hand, other than stirring jam;
- (41) packing and checking lids;
- (42) feeding small lining machine;
- "hammer tester" means an employee who by hand or by means of a hammer or other like instrument, tests canned goods for soundness;
- "hand labeller" means an employee engaged in affixing full-size labels to tins or bottles 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;
- "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 or 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;
- "piece-work 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 handing 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 cloakroom;
- "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;

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

"wag", 'n werknemer wat persele en/of eiendom bewaak;

"welsynbeampte", 'n werknemer in besit van 'n geldige bekwaamheidsertifikaat vir eerste hulp deur een van die volgende organisasies uitgereik:—

- (a) Die Rooikruisvereniging van Suid-Afrika;
- (b) St. John Ambulance Association;
- (c) Noodhulppliga van Suid-Afrika;

en wat in beheer van 'n eerstehulpkamer is.

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

#### 4. BESOLDIGING.

(1) Die minimum weekloon wat deur 'n werkegewer 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 ses maande ervaring ... ..                                                                   | 2 4 6     |
| tweede ses maande ervaring ... ..                                                                   | 2 13 6    |
| Voedselkoker, gekwalifiseer ... ..                                                                  | 6 0 6     |
| Voedselkoker, ongekwalifiseer—                                                                      |           |
| eerste ses maande ervaring ... ..                                                                   | 2 4 0     |
| tweede ses maande ervaring ... ..                                                                   | 2 17 0    |
| derde ses maande ervaring ... ..                                                                    | 3 10 0    |
| vierde ses maande ervaring ... ..                                                                   | 4 3 0     |
| vyfde ses maande ervaring ... ..                                                                    | 4 15 6    |
| sesde ses maande ervaring ... ..                                                                    | 5 8 0     |
| Voorvrou ... ..                                                                                     | 4 12 6    |
| Graad I-werknemer, gekwalifiseer ... ..                                                             | 3 10 0    |
| Graad I-werknemer, ongekwalifiseer—                                                                 |           |
| eerste drie maande ervaring ... ..                                                                  | 2 7 3     |
| tweede drie maande ervaring ... ..                                                                  | 2 14 9    |
| derde drie maande ervaring ... ..                                                                   | 3 1 9     |
| Graad II-werknemer, gekwalifiseer ... ..                                                            | 3 0 0     |
| Graad II-werknemer, ongekwalifiseer—                                                                |           |
| eerste drie maande ervaring ... ..                                                                  | 2 3 6     |
| tweede drie maande ervaring ... ..                                                                  | 2 11 6    |
| Graad III-werknemer ... ..                                                                          | 2 9 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    |
| Graad V-werknemer, manlik, onder 18 jaar ... ..                                                     | 1 11 6    |
| Graad V-werknemer, vroulik, 18 jaar of ouer ... ..                                                  | 1 13 0    |
| Graad V-werknemer, vroulik, onder 18 jaar ... ..                                                    | 1 6 6     |
| Konfytroerder en/of panleegmaker ... ..                                                             | 2 2 6     |
| Masjienhandlanger ... ..                                                                            | 5 13 0    |
| Motorvoertuigbestuurder ... ..                                                                      | 4 11 6    |
| Versorger van beskermende klere ... ..                                                              | 2 3 6     |
| Opsigter, manlik ... ..                                                                             | 3 11 0    |
| Opsigter, vroulik ... ..                                                                            | 2 10 0    |
| Wag ... ..                                                                                          | 2 18 6    |
| Welsynbeampte ... ..                                                                                | 4 3 0     |
| Loswerknemer: Een-vyfde van 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 werkegewer in dieselfde bedryf of graad werksaam is.

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

(4) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, behalwe 'n los werknemer, 'n weeklikse en behalwe 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) *Differensieël loon*.—'n Werkegewer 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 opgaande loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas.

"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) Noodhulppliga van Suid-Afrika;

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

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

#### 4. REMUNERATION.

(1) The minimum 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. |
|-------------------------------------------------------------------------------------------------------------------|-----------|
| Boiler attendant ... ..                                                                                           | 2 16 0    |
| Can packer ... ..                                                                                                 | 1 15 0    |
| Chargehand ... ..                                                                                                 | 2 9 6     |
| Factory clerk, qualified ... ..                                                                                   | 2 19 0    |
| Factory clerk, unqualified—                                                                                       |           |
| 1st 6 months of experience ... ..                                                                                 | 2 4 6     |
| 2nd 6 months of experience ... ..                                                                                 | 2 13 6    |
| Food boiler, qualified ... ..                                                                                     | 6 0 6     |
| Food boiler unqualified—                                                                                          |           |
| 1st 6 months of experience ... ..                                                                                 | 2 4 0     |
| 2nd 6 months of experience ... ..                                                                                 | 2 17 0    |
| 3rd 6 months of experience ... ..                                                                                 | 3 10 0    |
| 4th 6 months of experience ... ..                                                                                 | 4 3 0     |
| 5th 6 months of experience ... ..                                                                                 | 4 15 6    |
| 6th months of experience ... ..                                                                                   | 5 8 0     |
| Forewoman ... ..                                                                                                  | 4 12 6    |
| Grade I employee qualified ... ..                                                                                 | 3 10 0    |
| Grade I employee unqualified—                                                                                     |           |
| 1st 3 months of experience ... ..                                                                                 | 2 7 3     |
| 2nd 3 months of experience ... ..                                                                                 | 2 14 9    |
| 3rd 3 months of experience ... ..                                                                                 | 3 1 9     |
| Grade II employee qualified ... ..                                                                                | 3 0 0     |
| Grade II employee unqualified—                                                                                    |           |
| 1st 3 months of experience ... ..                                                                                 | 2 3 6     |
| 2nd 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 handymen ... ..                                                                                           | 5 13 0    |
| Motor vehicle driver ... ..                                                                                       | 4 11 6    |
| Protective clothing attendant ... ..                                                                              | 2 3 6     |
| Supervisor male ... ..                                                                                            | 3 11 0    |
| Supervisor female ... ..                                                                                          | 2 10 0    |
| Watchman ... ..                                                                                                   | 2 18 6    |
| Welfare Officer ... ..                                                                                            | 4 3 0     |
| Casual employee: $\frac{1}{5}$ 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*.—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.

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



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 ervaring, geslag of ouderdom, die bepalinge van hierdie subklousule nie van toepassing is nie.

(6) *Berekening van maandloon.*—Wanneer 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  $4\frac{1}{3}$  maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

#### 5. BETALING VAN BESOLDIGING.

(1) *Werknemer, behalwe 'n los werknemer.*—Behalwe soos bepaal in klousule 7 (3), moet elke bedrag wat aan 'n werknemer, behalwe 'n los werknemer, verskuldig is, weekliks, of as die werkgever en werknemer daarvoor 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 koevert of ander houer wees, of vergesel wees van 'n staat wat die werkgever 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 lewenskostoelae en die tydperk waarvoor betaling gedoen word.

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

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

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

(5) *Losies en inwoning.*—Behalwe soos bepaal by die Naturelle (Stadsgebiede) Wysigingswet, 1945, soos gewysig, of by die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgever 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 Werkgever mag sy werknemer geen boetes oplê of enige bedrag van sy werknemer se besoldiging aftrek nie, behalwe die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorg-, of pensioenfondse, of ledigheid 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.
- (b) Behalwe 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 dié werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het, wanneer die werknemer ook al van sy werk afwesig is.
- (c) 'n Aftrekking van die bedrag wat 'n werkgever kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig of toegelaat word om af te trek.
- (d) Ten opsigte van 'n openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang as hy op dié dag gewerk het.
- (e) As 'n werknemer instem of verplig is om kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945, of die Naturelle-arbeid Regelingswet, 1911, kos en/of huisvesting van sy werknemer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

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

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) *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:—

- (a) 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.
- (b) 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.
- (c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- (d) A deduction in respect of any public holiday, other than New Year's Day, Good Friday, Dingaan's Day or Christmas Day on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day.
- (e) 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) 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—

(i) in die geval van korttyd wat veroorsaak word deur 'n tydelike slapte 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;

(ii) in die geval van korttyd wat veroorsaak word deur ongunstige weergesteldheid of 'n algemene onklaarmaking van installasie of masjinerie as gevolg van ongeluk 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 BETALING VIR OORTYD.

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

(A) In die geval van 'n werknemer wat 'n sesdaagse week werk—

(i) ses-en-veertig uur in 'n week van Maandag tot en met Saterdag;

(ii) 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 agt-en-n-half op 'n dag mag wees, indien deur die verlenging die gewone werkure van ses-en-veertig in 'n week nie oorskry word nie;

(B) in die geval van 'n werknemer wat 'n vyfdaagse week werk—

(i) ses-en-veertig uur in 'n week van Maandag tot en met Vrydag;

(ii) nege en 'n kwart uur op 'n dag.

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

(a) In die geval van 'n fabriek waarin 'n sesdaagse week gewerk word, agt en 'n half uur per dag;

(b) in die geval van 'n fabriek waarin 'n vyfdaagse week gewerk word, nege en 'n kwart 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—

(i) as die pouse langer as een uur duur, alle tyd bo een en 'n kwart uur as gewone werkure gereken moet word;

(ii) werktye wat deur 'n tussenpoos van minder as een uur onderbreek word, as aaneenlopend gereken moet word;

(iii) 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 twintig minute verminder kan word wat so na as moontlik aan die middel van die werktydperk toegestaan moet word.

(4) *Ruspouses.*—'n Werkgewer moet aan elke een van sy werknemers wat in of by sy fabriek werk, behalwe '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.*—Behalwe 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 werknemer.*—'n Werknemer kan nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 6-uur nm. en 6-uur vm. te werk nie;

(b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;

(c) meer as twee uur op 'n dag, of meer as drie agtereenvolgende dae oortyd te werk nie;

(d) op meer as sestig dae in 'n jaar oortyd te werk nie;

(e) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, 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 diens begin; of

(iii) aan die werknemer betyds twee sjelings en ses pennies betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd diens moet begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van al die oortyd wat deur hom gewerk is, besoldiging betaal teen minste  $1\frac{1}{2}$  maal sy gewone loon; met dien verstande dat as oortydure in 'n week wat op 'n daelike basis bereken is, verskil van oortydure wat op 'n weeklikse basis bereken is, die basis wat die grootste bedrag vir oortyd gedurende daardie week gee, aangeneem moet word.

(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—

(i) 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;

(ii) 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—

(A) in the case of an employee who works a six day week—

(i) forty-six hours in any week from Monday to Saturday, inclusive;

(ii) 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 forty-six in any week;

(B) in the case of an employee who works a five day week—

(i) forty-six hours in any week from Monday to Friday, inclusive;

(ii) nine and a quarter hours in any day.

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

(a) in the case of a factory in which a six-day week is observed, eight and a half hours in any day;

(b) 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—

(i) 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;

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

(iii) 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) *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 to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times 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) *Voorbehoud*.—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie; en die bepalinge 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) Onderworpe aan 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 betaling 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, Dingaansdag of Kersdag binne die verlof val, nog 'n dag ter vervanging van elkeen van dié dae aan die genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle betaling.
- (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 betaling aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek;
- (v) 'n werkgewer en sy graad-V-werknemer kan skriftelik 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 nie later as die laaste werkdag voor die datum waarop daardie verlof begin, betaal word nie.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige volgende diensjaar by dieselfde werkgewer eindig voordat die tydperk van verlof opgehoop het waarna in subklousule (1) verwys word, moet, behalwe 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-seste van die weekloon betaal word wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

(5) 'n Werknemer wat tot '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 doeleindes van hierdie klousule word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke insluit 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 werkgewer 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, tot 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 bepalinge daarvan tot 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 werkgewer 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 dertig 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 dertig dae is.

#### 8. SIEKTEVERLOF.

(1) 'n Werkgewer moet sy werknemer wat, nadat hy een maand by hom in diens is, van sy werk afwesig is weens siekte of ongeval, behalwe 'n ongeval waarvoor skadevergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, of 'n ongeval 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 betaling, of anders 30 werkdag siekteverlof met halwe betaling;
- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdag siekteverlof met volle betaling, of anders 25 werkdag siekteverlof met halwe betaling;

(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-clause (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 weeks' 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, Dingaan's Day 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 grade V 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) 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-clauses (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 die geval van 'n wag wat 'n sewedaagse week werk, 14 werkdag siekteverlof met volle betaling, of anders 35 werkdag siekteverlof met halwe betaling;

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 werkgewer 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 werkgewer 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 werkgewer en sy werknemers, of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging, in 'n fabriek 'n siektebystand- of voorsorgfonds bestaan, of gestig gaan word, waaraan die werkgewer 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 ongeval (uitgesonderd 'n ongeval waarvoor ingevolge die Ongevalwet, 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 werkgewer 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 hoofbepalings, 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 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 bepaling, op die inrigting toegepas word. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkoms 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 doeleindes 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 tot verlof met volle betaling wat hom toegestaan moet word op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op dié 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 bepaling van hierdie klousule nie van toepassing is nie.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag werk, moet sy werkgewer hom vir elke dag minstens die loon betaal waarna in subklousule (1) verwys word, 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, Dingaansdag 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) *Betaling vir werk op Sondag.*—As 'n werknemer, behalwe '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.

- (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, 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 shall 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, Dingaan's Day 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, Dingaan's Day and Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in sub-clause (1) plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each 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. 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 ongekwaliifiseerde voedselkoker, 'n ongekwaliifiseerde fabrieksklerk 'n ongekwaliifiseerde graad I-werknemer of 'n ongekwaliifiseerde 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 ongekwaliifiseerde voedselkokers, ongekwaliifiseerde fabrieksklerke, ongekwaliifiseerde graad I-werknemers, of ongekwaliifiseerde graad II-werknemers by hom in diens.

## 11. STUKWERK OF PRESTASIELOONWERK.

(1) Behalwe 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 waarna in subklousule (1) verwys word, vertoon hou, en hy kan daardie skale nie verlaag nie tensy hy sy werknemer minstens twee weke kennis van die voorgename wysiging gegee het.

## 12. OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werknemer moet oorpakke en/of beskermende klere en/of werksmesse wat hy van sy werknemer kan vereis om te dra of te gebruik of wat hy ingevolge wet of regulasie verplig is om aan sy werknemer 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 werknemer, in plaas van dié was- en strykdienste te verleen, tegelyk met die betaling van sy besoldiging, 9d. per week betaal.

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

## 13. VAKVERENIGINGGERIEWE.

(1) Elke werkgewer moet enigemand 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—

- (a) werknemers in verband met sake van die vakvereniging te spreek;
- (b) nuwe lede te werf;
- (c) kennisgewings te versprei van vergaderings deur die vakvereniging belê;
- (d) ledegeïd in te vorder wat aan die vakvereniging verskuldig is.

(2) Die gemagtigde persoon of persone moet die werkgewer 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 Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

## 15. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat die werkgewer 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 Werkgewer of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste vier weke van diens minstens vier-en-twintig uur opsegging en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of in plaas daarvan die volgende betaal of verbeur:—

- (a) In die geval van vier-en-twintig uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

## 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. 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 employee, and he shall at his own cost and expense, launder or cause to be laundered, such overalls and/or protective clothing or pay to his employee in lieu of rendering such laundering service the sum of 9d. 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—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) distributing notices calling meetings by the trade union;
- (d) 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—

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by 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;

(b) 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 onderstande maak nie:—

(i) Die werkgewer of die werknemer se reg om die diens sonder voorafgaande opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;

(ii) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat vir 'n termyn 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 betaling of verbeuring in plaas van diensopsegging wees in verhouding tot die termyn van opsegging soos ooreengekom.

(3) Die opsegging waarna in sub-klousule (1) verwys word, 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.

Geteken in Port Elizabeth hede die 28ste dag van November 1951:—

A. M. GRAY, *Voorsitter.*

R. O. LIGHTENING, *Member.*

M. SCOTT, *Member.*

*Gemagtigde verteenwoordigers*  
(werkgewers):

B. GERSHILL.

F. W. SHORT.

*Gemagtigde verteenwoordigers*  
(werknemers):

A. M. COE.

M. WILLIAMS.

A. Du TOIT, *Sekretaris.*

(b) 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—

(i) the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than 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 28th day of November, 1951.

A. M. GRAY, *Chairman.*

R. O. LIGHTENING, *Member.*

M. SCOTT, *Member.*

*Duly Authorised Representatives*  
(Employers):

B. GERSHILL.

F. W. SHORT.

*Duly Authorised Representatives*  
(Employees):

A. M. COE,

M. WILLIAMS,

A. DU TOIT, *Secretary.*

★ No. 555.]

[21 Maart 1952.

### WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

#### NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Inmaak van Voedsel, bekendgemaak by Goewermentskennisgewing No. 554 van 21 Maart 1952, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

★ No. 555.]

[21 March 1952.

### FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

#### PRESERVED FOOD INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Preserved Food Industry, published under Government Notice No. 554 of the 21st March, 1952, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,  
Minister of Labour.

## WET OP DIE KRIMINELE PROSEDURE EN BEWYSLERING, 1917

(Wet No. 31 van 1917)

(Met Wysigings tot en met 1933)

Prys 2s. 6d.

Verkrygbaar by die Staatsdrukker, Pretoria en Kaapstad

## CRIMINAL PROCEDURE AND EVIDENCE ACT, 1917

(Act No. 31 of 1917)

(With Amendments up to and including 1933)

Price 2s. 6d

Obtainable from the Government Printer, Pretoria and Cape Town