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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1411.] [20 June 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

FRUIT AND VEGETABLE CANNING 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 Fruit and Vegetable Canning Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st day of May, 1954, upon the employer and trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare, that the provisions contained in clauses 3 to 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 31st day of May, 1954, upon the other employers and employees engaged or employed in the said Industry in the Village Management Board Area of Grabouw; 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 Village Management Board Area of Grabouw and from the second Monday after the date of publication of this notice, and for the period ending the 31st day of May, 1954, the provisions contained in clauses 3 to 12 (inclusive) and 14 to 16 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1411.] [20 Junie 1952.
NYWERHEID-VERSOENINGSWET, 1937.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

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 Vrugte- en Groente-inmaaknywerheid vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Mei 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 31ste dag van Mei 1954, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die gebied van die Dorpsbeheerraad van Grabouw; 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 31ste dag van Mei 1954, in die gebied van die Dorpsbeheerraad van Grabouw *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE FRUIT AND VEGETABLE CANNING 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 "trade union" or "the employees") and

Jax Canning (Pty.), Limited,

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

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Fruit and Vegetable Canning Industry in the Village Management Board Area of Grabouw by the employer and the employees who are members of the trade union and 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 31st May, 1954, or for such period as may be determined by him.

3. DEFINITIONS.

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

"assistant factory foreman" means an employee, other than a departmental foreman, supervisor or chargehand who assists the foreman in the performance of his duties and who may act for him during his absence;

"automatic double seaming machine attendant" means an employee who is in charge of an automatic double seaming machine and for the purpose of this definition "in charge of" means responsible for the operation of the machine;

"boiler attendant" means an employee who is engaged in maintaining the water level and steam pressure in a boiler and who may fire such boiler;

"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; 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, assistant factory foreman, departmental foreman, forewoman or supervisor, is in charge of a group of grade IV and/or grade V employees;

"cloak room attendant" means an employee in charge of and responsible for the cleaning of a cloakroom and the safeguarding of the contents and who may hand out protective clothing under the supervision of a foreman, assistant foreman, forewoman or supervisor;

"departmental foreman" means an employee, other than a factory foreman, assistant 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;

"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 grade I employee, or a grade II employee, the total period or periods of employment which such employee has had as a grade I employee, or a grade II employee respectively, in the Fruit and Vegetable Canning Industry;

"factory" means any establishment in which three or more persons are employed in any of the operations referred to in paragraphs (a) and (b) of the definition of "Fruit and Vegetable Canning 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;

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

"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;

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE NYWERHEID VIR DIE INMAAK VAN VRUGTE EN GROENTE.

OOREENKOMS

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

„Food and Canning Workers' Union”

aan die een kant (hierna die „vakvereniging” of die „werknemers” genoem), en

„Jax Canning (Pty), Limited”

aan die ander kant (hierna die „werkgever” genoem).

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die dorps-beheergebied van Grabouw in die nywerheid vir die inmaak van vrugte en groente nagekom word deur die werkgever en die werknemers wat lede van die vakvereniging is en vir wie lons in klousule 4 (1) hiervan voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid, kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningwet, 1937, omskryf is, dieselfde betekenis as in daardie Wet, en tensy dit strydig is met die samehang, beteken—

3. WOORDBEPALINGS.

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

„assistent-fabrieksvoorman”, 'n werknemer, uitgesonderd 'n afdelingsvoorman, opsigter of onderbaas, wat die voorman help by die verrigting van sy werk en wat in sy afwesigheid vir hom kan waarneem;

„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 vir die werking van die masjien wees;

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

„blikkiespakker”, 'n werknemer wat met die hand bereide vrugte of groente sorteer volgens maat en/of kwaliteit terwyl sulke produkte gewas en in blikkies of bottels verpak word; 'n werknemer wat vreemde stowwe of beskadigde goed uit vrugte of groente verwyder, word nie op grond daarvan as 'n blikkiespakker beskou nie;

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

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

„kleedkamerbediende”, 'n werknemer in beheer van en verantwoordelik vir die skoonmaak van 'n kleedkamer en die bewaking van die inhoud en wat beskermende klere onder toesig van 'n voorman, assistent-voorman, voorvrou of opsigter kan uitdeel;

„afdelingsvoorman”, 'n werknemer, behalwe 'n fabrieksvoorman, assistent-fabrieksvoorman, opsigter of onderbaas, wat of in die vrugtebereidingsafdeling of in die blikkiesverpakingsafdeling 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 blikkiesverpakingsafdeling 'n voorvrou in diens is, die betrokke afdelingsvoorman ook toesig oor dié voorvrou kan hê;

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

„ervaring”, met betrekking tot 'n graad I-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke diens wat so 'n werknemer onderskeidelik as 'n graad I-werknemer of 'n graad II-werknemer in die nywerheid vir die inmaak van vrugte en groente gehad het;

„fabriek”, 'n inrigting waarin drie of meer persone in diens is vir enigeen van die werksaamhede wat in paragrawe (a) en (b) 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;

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

„fabrieksvoorman”, 'n werknemer wat toesig hou oor al die werknemers in 'n fabriek, wat oor die werknemers kontrole uitoefen en wat verantwoordelik is vir die doeltreffende veringting van hul werk;

"forewoman" means a female employee who under the supervision of a factory foreman or assistant 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;

"Fruit and Vegetable Canning Industry" means the Industry in which an employer and his employee are associated in a factory engaged in the manufacture of any of the following products:—

- (a) Jam, marmalade, jellies, preserves, canned fruit and/or vegetables, fruit and/or vegetable concentrates, juices and pulps, soups, tomato sauce and cooked spaghetti, meat and/or sausages which are preserved by heat against decay in hermetically sealed containers made wholly or partly of tinplate or glass;
- (b) glacé and crystallised fruits (other than dried or minced fruit), squashes or juices, dehydrated or similarly processed fruits and vegetables (other than sun or kiln dried deciduous fruits) packed in similar or other types of containers and preserved by methods other than heretofore defined;

and includes all operations incidental thereto or consequent thereon carried on by any such employer or employee;

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

- (1) Automatic double seaming machine attendant;
- (2) retort pressure cooker attendant;
- (3) cask and/or barrel repairer;

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

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

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

- (1) Syrup maker;
- (2) measurer;
- (3) double seamer feeder;
- (4) operating and/or attending one or more of the following power-driven machines:—
 - (a) Jam elevating, jam filling or jam cooling;
 - (b) lye scalding;
 - (c) non-automatic seaming and clinching;
 - (d) pulping and disintegrating;
 - (e) pea filling and brining;
 - (f) labelling, other than an automatic bottle labelling machine;
 - (g) automatic bottle washing and/or sterilising;
 - (h) vegetable cutting, slicing or dicing;
 - (i) pineapple cutting, peeling, ringing and/or slicing;

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

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

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

- (1) Hammer tester;
- (2) soldering by hand;
- (3) fireman;
- (4) 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) pumping;
 - (f) automatic can-syruping machine;
 - (g) sieving;

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

- (1) Can packer;
- (2) hand labeller;
- (3) washing, ironing and/or mending overalls;
- (4) cooking rations;
- (5) binder and/or strapper of boxes and/or other containers using a wire-tying machine;
- (6) crowning, corking, or placing any other stopper or closer in or on bottles or jars by hand or hand-operated machine;
- (7) 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;

"voortvrou", 'n vroulike werknemer wat, onder toesig van 'n fabrieksvoorman, of assistent-fabrieksvoorman of afdelingsvoorman toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in 'n fabriek en wat oor die werknemers toesig hou en vir die doeltreffende verrigting van hul werk verantwoordelik is.

"Vrugte- en Groente-inmaaknywerheid", die nywerheid waarin 'n werkgewer en sy werknemers verbonde is in 'n fabriek waarin enigeen van ondergenoemde geproduseer word:—

- (a) Konfyt, marmelade, jellie, konserwe, ingelegde vrugte en/of groente, vrugte- en/of groentekonsentrate, sappe en pulpe, sop, tamatiesous en gekookte spaghetti, vleis en/of wors wat deur middel van hitte teen bederf bewaar word in lugdigte houers uitsluitlik of gedeeltelik van tinplaat of glas gemaak;
- (b) geglaseerde en gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte), vrugtesop of -sap, ontwaterde of aldus behandelde vrugte en groente (behalwe son- of oondgedroogde sagte vrugte) in dergelike of ander soorte houers verpak en op ander metodes as dié hierbo beskryf, gepreserveer;

met inbegrip van alle werksaamhede wat daarby behoort of daaruit voortspruit en wat deur enigeen van genoemde werkgewers en sy werknemers verrig word;

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

- (1) Bediener van outomatiese dubbelnaatmasjien;
- (2) bediener van retortperskoker;
- (3) hersteller van vaatjies en/of vate;

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

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

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

- (1) Stroopmaker;
- (2) afmeter;
- (3) bediener van dubbelnaatmasjien;
- (4) een of meer van ondergenoemde kragmasjiene bedien en/of toesig daarvoor hou:—
 - (a) Konfytelator met konfyt vul of konfyt afkoel;
 - (b) looguikoker;
 - (c) nie-outomatiese naat- of omklinkwerk;
 - (d) pulp maak en oplos;
 - (e) met ertjies vul en pekel;
 - (f) etiketteer, maar nie met 'n outomatiese etiketteer-masjien vir bottels nie;
 - (g) outomatiese bottelwasser en/of -steriliseerder;
 - (h) groente sny, in skyfies of blokkies sny;
 - (i) pynappels sny, afskil, in ringe en/of skyfies sny;

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

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

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

- (1) Hamertoetsers;
- (2) met die hand soldeer;
- (3) stoker;
- (4) bediening en/of versorging van een of meer van die volgende kragmasjiene:—
 - (a) Afvoerpot;
 - (b) snipper, repies sny, en maal;
 - (c) groente afskil;
 - (d) voorverhitting;
 - (e) pomp;
 - (f) outomatiese blikkiesstroopvulmasjien;
 - (g) sif;

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

- (1) Blikkies verpak;
- (2) etikette met die hand aansit;
- (3) oorpakke was, skryk en/of herstel;
- (4) rantsoene kook;
- (5) kiste en/of ander houers vasbind en/of bande omsit met behulp van 'n draadklemmasjien;
- (6) bottels of flesses met die hand of met handmasjien kroon, toekurk of enige ander soort stopper of afsluiter daarop sit;
- (7) bediener van 'n masjien wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;

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

- (1) Persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (2) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (3) tee of 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 die verwydering van afval of as;

- (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) stencilling or marking (but not addressing by hand) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums, or other packages;
- (15) sweeping roads or paths; watering lawns and flowerbeds;
- (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 bent flanges of cans;
- (20) fixing sticker labels to tins;
- (21) spreading fruit and/or vegetables on a belt conveyer;
- (22) feeding and taking off fruit, vegetables, boxes, cans or other material on to or from belts or machines, other than feeding lids into a double seaming machine;
- (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 (other than for candying, glacéing and/or crystallizing), 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, blanched 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 or packing glacé fruit or minced candied fruit, individually by hand into boxes, cartons, jars, tins, bottles, or other containers;
- (29) dipping fruit and/or vegetables, cut or uncut, into water;
- (30) opening or closing cocks or valves under supervision of factory foreman, assistant 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;

"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;

"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;

"measurer" means an employee engaged in and responsible for weighing out, other than to a set scale, quantities of fruit or other ingredients for manufacturing;

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

"seasons experience" means a period of service (not necessarily consecutive) of not less than twenty-six weeks within a year which an employee has had in the Fruit and Vegetable Canning Industry;

"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;

- (7) goedere of ander roerende goedere laai of aflaai, optel, dra, verplaas of stapel;
- (8) help op bestelwaens, uitgesonderd die bestuur of herstel daarvan;
- (9) 'n handvoertuig of -trok stoot of trek;
- (10) deure, vensters, boligte, kiste, sakke, bala, dromme of ander pakkette oopmaak, verseël of toemaak;
- (11) bonde's plankies losmaak, platkissies of kratte met die hand inmeekaarsit en spyker uit plankies of voorbereide materiaal;
- (12) platkissies, kratte of kiste met die hand met klaar gesaagde materiaal herstel;
- (13) kiste of ander houers vasbind of bande daarom slaan, maar nie met 'n draadklemmasjen 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 voetpaadjies 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 sodanige 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 en daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjiene voer nie;
- (23) pitte, ens. uit sitrusvrugte uithaal;
- (24) vrugte en/of groente met die hand of met 'n handmasjiene was, sorteer, afskil, afwerk, in skyfies sny, pitte uithaal, skil, binnenstes uithaal of sny (maar nie vir lekkers maak, glasering en/of kristalliserings nie), lê potte, bottels, blikkies of ander houers sorteer, lê sakke tel of in bonde's bind;
- (25) pitte met die hand uit vrugte verwyder;
- (26) ertjies, boontjies of ander groente met die hand uitdoop;
- (27) bereide, rou, gebleekte 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 of verpakking van geglaseerde vrugte of fynge snyde versuikerde vrugte, stuksgewys met die hand in kiste, kartonne, potte, blikkies, bottels of ander houers nie;
- (29) gesnyde of ongesnyde vrugte en/of groente in water doop;
- (30) onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, werktuigkundige, opsigter of masjienebediener, krane of kleppe oopmaak of toemaak;
- (31) op 'n gestelde skaal afweeg;
- (32) rubberstempels gebruik;
- (33) neut of pitte kraak;
- (34) met die hand sif;
- (35) met die hand fynmaak, maal of pulp maak;
- (36) 'n handyser bedien;
- (37) uitskep;
- (38) stukke sitruskil uitsorteer na dit versnipper is;
- (39) houers leegmaak, maar nie konfytpanne nie;
- (40) met die hand roer, maar nie konfyt roer nie;

"hamertoets", 'n werknemer wat met die hand of 'n hamer of 'n soortgelyke instrument ingemaakte goedere toets of dit in goeie toestand verkeer;

"handetiketteerder", 'n werknemer wat etikette van volle grootte aan blikkies of bottels heg, maar dit sluit nie 'n werknemer in wat etikette regsit terwyl hy etikette met 'n masjiene aansit of beskadigde etikette vervang nie;

"masjiene- of installasiebediener en/of -versorger", 'n werknemer wat 'n kragmasjiene bedien, versorg, aansit of stopsit en wat verstellings daaraan kan uitvoer en/of die masjiene voer of daarvan afneem; en die uitdrukking "in masjiene bedien of versorg" het 'n ooreenkomstige betekenis;

"afmeter", 'n werknemer wat verantwoordelik is vir en die werk verrig van afweeg, behalwe op 'n gestelde skaal, van hoeveelhede vrugte of ander bestanddele vir vervaardiging;

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

"seisoen se ervaring", 'n dienstyd van minstens ses-en-twintig weke (nie noodwendig aaneenlopend nie) in 'n jaar wat 'n werknemer in die nywerheid vir die inmaak van vrugte en groente gehad het;

"korttyd", 'n tydelike vermindering van die getal gewone werke 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;

"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 lading;

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

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

"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);

"wage incentive" means any payment, other than piecework payments, which an employee may receive, in addition to his basic wage as an encouragement to higher or better production;

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

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

4. REMUNERATION.

(1) The minimum 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:—

A. Employees other than casual employees.

	Per Week.		
	£	s.	d.
Boiler attendant	2	2	0
Chargehand, male	2	5	0
Chargehand, female	1	15	0
Cloak room attendant, male	1	17	0
Cloak room attendant, female	1	15	0
Grade I employee, qualified	2	19	6
Grade I employee, unqualified—			
during first three months of experience ...	2	0	0
during second three months of experience ...	2	6	6
during third three months of experience ...	2	13	0
Grade II employee, qualified	2	12	0
Grade II employee, unqualified—			
during first three months of experience ...	1	17	3
during second three months of experience ...	2	4	6
Grade III employee	2	3	6
Grade IV employee, male—			
(a) with up to five seasons' experience ...	1	16	0
(b) with over five seasons' experience ...	1	17	0
Grade IV employee, female—			
(a) with up to five seasons' experience ...	1	10	3
(b) with over five seasons' experience ...	1	11	0
Grade V employee, male—			
(a) with less than one season's experience ...	1	11	0
(b) over one season and up to five seasons' experience ...	1	12	0
(c) over five seasons' experience ...	1	13	0
Grade V employee, male, under 18 years of age	1	6	0
Grade V employee, female—			
(a) with less than one season's experience ...	1	6	6
(b) over one season and up to five seasons' experience ...	1	7	6
(c) over five seasons' experience ...	1	8	6
Grade V employee, female, under 18 years of age	1	3	9
Jam stirrer and/or pan emptier	1	17	0
Supervisor, male	2	18	0
Supervisor, female	2	1	6
Watchman	2	4	0

B. Casual Employees.—For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(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.

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

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

„opsigter”, ’n werkmán, behalwe ’n fabrieksvoorman, afdelingsvoorman, assistent-fabrieksvoorman of -voorgewoon wat toesig het oor ’n groep of afdeling werknemers graad I, II of III of onderbase of fabriekskierke en wat toesig kan hou oor werknemers graad IV en V;

„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;

„aansporingsloon”, ’n betaling, behalwe betaling vir stukwerk, wat ’n werknemer kan ontvang bo en behalwe sy basisloon as aanmoediging tot hoër of beter produksie;

„wag”, ’n werknemer wat persele en/of eiendom bewaak;

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

4. BESOLDIGING.

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

A. Werknemers, behalwe los werknemers.

	Per week.		
	£	s.	d.
Ketelbediener	2	2	0
Onderbaas, manlik	2	5	0
Onderbaas, vroulik	1	15	0
Kleedkamerbediende, manlik	1	17	0
Kleedkamerbediende, vroulik	1	15	0
Graad I-werknemer, gekwalifiseer	2	19	6
Graad I-werknemer, ongekwalifiseer—			
gedurende eerste drie maande ervaring ...	2	0	0
gedurende tweede drie maande ervaring ...	2	6	6
gedurende derde drie maande ervaring ...	2	13	0
Graad II-werknemer, gekwalifiseer	2	12	0
Graad II-werknemer, ongekwalifiseer—			
gedurende eerste drie maande ervaring ...	1	17	3
gedurende tweede drie maande ervaring ...	2	4	6
Graad III-werknemer	2	3	6
Graad IV-werknemer, manlik—			
(a) met tot vyf seisoene se ervaring ...	1	16	0
(b) met meer as vyf seisoene se ervaring ...	1	17	0
Graad IV-werknemer, vroulik—			
(a) met tot vyf seisoene se ervaring ...	1	10	3
(b) met meer as vyf seisoene se ervaring ...	1	11	0
Graad V-werknemer, manlik—			
(a) met minder as een seisoen se ervaring ...	1	11	0
(b) meer as een seisoen en tot vyf seisoene se ervaring ...	1	12	0
(c) meer as vyf seisoene se ervaring ...	1	13	0
Graad V-werknemer, manlik, onder 18 jaar ...	1	6	0
Graad V-werknemer, vroulik—			
(a) met minder as een seisoen se ervaring ...	1	6	6
(b) meer as een seisoen en tot vyf seisoene se ervaring ...	1	7	6
(c) meer as vyf seisoene se ervaring ...	1	8	6
Graad V-werknemer, vroulik, onder 18 jaar ...	1	3	9
Konfytroerder en/of panleegmaker	1	17	0
Opsigter, manlik	2	18	0
Opsigter, vroulik	2	1	6
Wag	2	4	0

B. Los werknemers.—Vir elke dag of gedeelte van ’n dag diens, een-vyfde van die hoogste loon voorgeskryf vir ’n werknemer wat dieselfde klas werk doen as wat van ’n los werknemer vereis word.

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

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

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

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

- (i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;
- (ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class 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 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) wages and cost of living allowances and other amounts due to an employee, other than a casual employee, shall be paid in cash weekly, during the hours of work or within fifteen minutes of ceasing work on Thursday or Friday whichever is the ordinary pay day of the establishment concerned or on termination of employment if this takes place before the usual pay day. Wages and other amounts shall be contained in a sealed envelope or other container and shall be accompanied by a written statement, to be retained by the employee, showing:—

- (a) Employer's name.
- (b) Employee's name or pay roll number.
- (c) Employee's occupation, or grade.
- (d) Basic wage.
- (e) Cost of living allowance.
- (f) Period in respect of which payment is made.
- (g) Number of ordinary and overtime hours worked.
- (h) Amounts due for ordinary hours and overtime worked—indicated separately.
- (i) Additional amounts paid (e.g. bonuses, etc.)
- (j) Details of deductions made by employer.
- (k) Actual amount paid to the employee.

(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 Area) 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 may 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 employees' 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.

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

- (a) 'n hoër loon as die vir sy eie klas; of
- (b) 'n opgaande loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

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

- (i) In die geval waarna in paragraaf (a) verwys word, 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 waarna in paragraaf (b) verwys word, vir elke uur teen 'n skaal wat gelyk is aan die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word, plus dertig persent, gedeel deur die getal gewone 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, op 'n totale bedrag geregig 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) gebaseer is op ervaring, geslag of ouderdom, die bepalings 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) maandeliks betaal word, moet die bedrag van die loon bereken word teen die skaal van 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, behalwe los werknemers*.—Behalwe soos in klousule 7 (3) bepaal, moet lone en lewenskostoelae en ander bedrae wat aan 'n werknemer, behalwe 'n los werknemer, verskuldig is, weekliks in kontant betaal word gedurende die werkure of binne vyftien minute na sluitingstyd op Donderdag of Vrydag, watter dag ook al die gewone betaaldag van die betrokke inrigting is, of, by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Lone en ander bedrae moet in 'n verseelde koevert of ander houer wees en daarby moet 'n skriftelike staat staan, wat deur die werknemer bewaar moet word, wat onderstaande aantoon:—

- (a) Werkgewer se naam.
- (b) Werknemer se naam of betaalstaatsnommer.
- (c) Werknemer se bedryf of graad.
- (d) Basisloon.
- (e) Lewenskostoelae.
- (f) Tydperk ten opsigte waarvan betaling gedoen word.
- (g) Getal gewone en oortydure gewerk.
- (h) Bedrae verskuldig vir gewone en oortydure gewerk—afsonderlik aangedui.
- (i) Bykomende bedrae betaal (bv. bonusse, ens.).
- (j) Besonderhede van aftrekking deur werkgewer gedoen.
- (k) Werklike bedrag aan die werknemer uitbetaal.

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

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

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

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

(6) *Boetes en afrekkings*.—'n Werkgewer kan geen boetes van sy werknemer hef 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 dit in die geval van 'n aftrekking vir siekte- of voorsorgfondse ingevolge die voorbehoudsbepaling van klousule 8 (1), onnodig is om die werknemer se skriftelike toestemming te verkry.
- (b) Behalwe as dit anders in hierdie Ooreenkomste bepaal word, 'n aftrekking, wanner die werknemer van sy werk afwesig is, in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat hierdie werknemer toentertyd ten opsigte van sy werk ontvang het.
- (c) 'n Aftrekking van 'n bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is, of toegelaat word, om af te trek.
- (d) Ten opsigte van 'n publieke vakansiedag, behalwe Nuwejaarsdag, Goede 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 het as hy op een van dié dae gewerk het.

- (e) When an employee agrees or is required in terms of the Natives (Urban Area) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

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

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

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

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

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

- forty-six hours in any week from Monday to Saturday, inclusive;
- eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day, if by such extension the ordinary hours of work, do not exceed forty-six in any week.

- (2) The ordinary hours of work of a casual employee shall not exceed eight and a half hours in any day.

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

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

- (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—

- the middle of each first work period in a day; and
- 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—

- to work between 6 o'clock p.m. and 6 o'clock a.m.;
- to work after 1 o'clock p.m. on more than five days in any week;
- to work overtime for more than two hours on any day or for more than three consecutive days;
- to work overtime on more than sixty days in any year;
- to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- before midday given notice thereof to such employee; or
- provided such employee with an adequate meal before the commencement of such overtime; or
- paid to such employee two shillings in sufficient time to enable her to obtain a meal before such overtime is due to commence.

- (c) As 'n werknemer toestem of verplig is om kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945; of die Naturelle-arbeid Regelingswet, 1911, kos en/of huisvesting van sy werknemer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

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

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

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

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

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

- ses-en-veertig uur in 'n week van Maandag tot en met Saterdag;
- agt uur op 'n dag, tensy die ure op een dag nie meer as vyf is nie, in welke geval die ure op die ander dae hoogstens 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.

- (2) Die gewone werkure van 'n los werknemer mag nie meer as agt en 'n half op 'n dag wees nie.

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

- as die pouse langer as een uur duur, alle tyd bo een en 'n kwart uur as gewone werkure gereken moet word;
- werktydperke wat deur 'n tussenpous van minder as een uur onderbreek word, as aaneenlopend gereken moet word.

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

- die middel van elke eerste werktyd op 'n dag; en
- die middel van elke tweede werktyd op 'n dag;

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

- (5) *Werkure moet aaneenlopend wees.*—Behalwe soos bepaal in subklousules (3) en (4), moet alle werkure aaneenlopend wees.

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

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

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

- tussen sesuur nm. en sesuur vm. te werk nie;
- op meer as vyf dae in 'n week na eenuur nm. te werk nie;
- meer as twee uur op 'n dag, of op meer as drie agtereenvolgende dae oortyd te werk nie;
- op meer as sestig dae in 'n jaar oortyd te werk nie;
- na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

- die werknemer voor twaalfuur middag daarvan in kennis gestel het; of
- aan die werknemer 'n voldoende ete verskaf het voordat die oortyd begin; of
- aan die werknemer betyds twee sjelings betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

(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) *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 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 amount referred to in sub-clauses (1) and (4).

(6) (i) 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 instruction 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 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.

(ii) "Employment" for the purposes of this clause shall be deemed to commence—

- (a) 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;
- (b) 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;
- (c) 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.

(9) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van al die oortyd wat deur hom gewerk is, besoldiging betaal teen minstens $1\frac{1}{3}$ maal sy gewone loon; met dien verstande dat as oortydure wat op 'n daelike basis bereken is, in 'n week verskil van oortydure wat op 'n weeklikse basis bereken is, die basis wat die grootste bedrag vir oortydiedens gedurende daardie week gee, aangeneem moet word.

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

7. JAARLIKSE VERLOF.

(1) Behalwe soos bepaal in subklousule (2), moet 'n werknemer sy werknemer die volgende verlof toestaan ten opsigte van elke volle jaar diens by hom:—

- (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 ontvang het onmiddellik voordat hy met verlof gaan;

(2) Die verlof waarna in subklousule (1) verwys 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, nóg met 'n tydperk wanneer die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Dingaansdag of Kersdag binne die tydperk van 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 werknemer en sy graad V-werknemers kan skriftelik ooreenkom dat jaarlikse verlof oor 'n tydperk van diens van hoogstens twee agtereenvolgende jare mag ooploop.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof waarna in subklousule (1) verwys word, 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 daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die tydperk van verlof waarna in subklousule (1) verwys word, opgeloopt het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by die beëindiging in plaas van verlof en ten opsigte van elke volle maand diens in daardie tydperk van minder as 'n jaar, minstens een-sesde van die weekloon wat hy onmiddellik voor die datum van daardie beëindiging ontvang het, betaal word.

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

(6) (i) 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;

met dien verstande dat as die tydperk van 'n werknemer se opleiding, ingevolge die Zuid Afrika Verdedigings Wet, 1912, in 'n jaar minder as dertig dae 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.

(ii) Vir die toepassing van hierdie klousule word dit beskou dat „diens” begin—

- (a) 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 waarop die werknemer laas op verlof kragtens die wet geregtig geword het;
- (b) 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 wat vir jaarlikse verlof voorsiening maak van toepassing was, maar wat nog nie ingevolge die bepalings daarvan tot verlof geregtig geword het nie, van die datum af waarop sodanige diens begin het;
- (c) in die geval van alle ander werknemers van die datum 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;

8. SICK LEAVE.

(1) An employee who has completed one month's employment with the same employer and who is absent from work through sickness or accident other than—

- (a) sickness or accident caused by the employee's own neglect or misconduct;
- (b) an accident falling within the provisions of the Workmen's Compensation Act, 1941;

shall be entitled to and be granted—

- (i) in the case of an employee who works a six-day week twelve workdays' sick leave on full pay; and
- (ii) in the case of a watchman who works a seven-day week, fourteen workdays' sick leave on full 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; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the 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 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 this clause shall not 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, Dina's Day and Christmas Day; provided that an employee may be required to work on any such day.

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

(b) Whenever a casual employee works on New Year's Day, Good Friday, Dina's Day or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clauses 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 weekday; or
- (b) pay to him for such 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;

Provided that an employee, other than a casual employee, who has worked on two consecutive Sundays shall not be required or permitted to work on the following Sunday.

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

10. PROPORTION OR RATIO.

An employer shall employ on each shift a qualified grade I employee, and a qualified grade II employee, before he may employ an unqualified grade I employee or an unqualified grade II employee, respectively, and he shall employ not less than one qualified grade I employee and one qualified grade II employee for each two unqualified grade I employees or unqualified grade II employees respectively, employed by him.

11. PIECE-WORK AND/OR WAGE INCENTIVES.

(1) Save as provided in clause 5 (6) an employer shall pay to his employee employed on piece-work and/or wage incentive work not less than—

- (a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work is performed, the weekly wage prescribed in clause 4 (1) read with clause 5 (6) for an employee of his class;
- (b) in the case of a casual employee, in respect of each day on which piece-work is performed, the wage prescribed in clause 4 (1) for a casual employee.

8. SIEKTEVERLOF.

(1) 'n Werknemer wat, nadat hy een maand by d'selfde werk-gewer in diens was, van sy werk afwesig is weens siekte of onge-val, behalwe—

- (a) siekte of ongeval veroorsaak deur die werknemer se eie nalatigheid of wangedrag;
- (b) 'n ongeval waarvoor skadevergoeding kragtens die Onge-vallewet, 1941, betaalbaar is;

is geregtig tot—

- (i) in die geval van 'n werknemer wat 'n sesdaagse week werk, twaalf dae siekteverlof met volle betaling; en
- (ii) in die geval van 'n wag wat 'n sewedaagse week werk, veertien dae siekteverlof met volle betaling;

en dit moet alles aan hom toegestaan word in 'n jaar diens by hom en hy moet hom ten opsigte van die tydperk van afwesig-heid ingevolge die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende d'e tydperk gewerk het; met dien verstande dat die werkgever kan eis dat 'n sertifikaat getoon word wat deur 'n geregistreerde geneesheer geteken is en wat die duur van die werknemer se siekte meld ten opsigte van iedere afwesigheid waarvoor betaling geëis word; voorts met dien verstande dat as daar ingevolge 'n ooreenkoms tussen die werkgever en sy werknemers, of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging, 'n siektebystand- of voor-sorgfonds in 'n fabriek bestaan of gestig gaan word, waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat nie minder is as die bedrag wat deur elkeen van die werknemers betaal word of betaalbaar is nie, en uit welke fonds 'n werknemer ingeval van afwesigheid of afwesighede van werk weens siekte of ongeval (uitgesonderd 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is), in 'n jaar reg het op betaling van 'n bedrag wat altesame 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 bepalings van hierdie klousule nie van toepassing is nie.

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

9. PUBLIEKE VAKANSIEDAE EN SONDAE.

(1) *Publieke vakansiedae.*—'n Werknemer is geregtig tot verlof met volle betaling wat hom toegestaan moet word op Nuwejaarsdag, Goëie-Vrydag, Dina'sdag en Kersdag; met dien verstande dat dit van 'n werknemer vereis kan word om op sulke dae te werk.

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

(b) As 'n los werknemer op Nuwejaarsdag, Goëie-Vrydag, Dina'sdag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die dagloon wat in klousule 4 (1) vir 'n los werknemer voorgeskrif word, betaal, 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, uitgesonderd 'n los werknemer, op Sondag werk, moet sy werkgever hom—

- (a) of minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word;
- (b) of vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens $1\frac{1}{3}$ maal sy gewone loon betaal ten opsigte van die hele tydperk wat op daardie Sondag gewerk word en hom binne sewe dae vanaf die Sondag een dag verlof toestaan en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op die verlofdag sy gemiddelde gewone getal ure vir daardie dag van die week gewerk het.

Met dien verstande dat dit nie van 'n werknemer, behalwe 'n los werknemer, wat op twee agtereenvolgende Sondae gewerk het, vereis kan word, en ook kan hy nie toegelaat word, om op die volgende Sondag te werk nie.

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

10. GETALLEVERHOUDING.

Op elke skof moet 'n werknemer 'n gekwalifiseerde graad I-werknemer en 'n gekwalifiseerde graad II-werknemer in diens hê voordat hy onderskeidelik 'n ongekwalifiseerde graad I-werknemer of 'n ongekwalifiseerde graad II-werknemer in diens mag neem, en hy moet minstens een gekwalifiseerde graad I-werknemer en een gekwalifiseerde graad II-werknemer in diens hê vir elke twee ongekwalifiseerde graad I-werknemers of ongekwalifiseerde graad II-werknemers wat onderskeidelik by hom in diens is.

11. STUKWERK EN/OE AANSPOINGSLOONSKEMAS.

(1) Behalwe soos in klousule 5 (6) bepaal moet 'n werkgever aan sy werknemer wat diens op stukwerk doen of volgens 'n aansporingsloonskema werk, minstens soos volg betaal:—

- (a) In die geval van 'n werknemer, behalwe 'n los werknemer, ten opsigte van elke week waarin stukwerk gedoen word, die weekloon wat in klousule 4 (1), saam met klousule 5 (6) gelees, vir 'n werknemer van sy klas voorgeskrif word;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk uitgevoer word, die loon wat in klousule 4 (1) vir 'n los werknemer voorgeskrif word.

(2) Where piece-work rates or wage incentives are introduced in any department, there shall be consultation with representatives of the trade union within two weeks of the introduction of such systems.

(3) The employer shall keep posted up in a conspicuous place in his factory a schedule of the piece-work rates and/or wage incentives referred to in sub-clause (2), and shall not reduce such rates and/or wage incentives unless he has given his employees not less than two weeks' notice of the proposed alteration.

12. OVERALLS, PROTECTIVE CLOTHING AND CUTLERY.

(1) An employer shall supply and maintain in good condition free of charge, any overalls and/or protective clothing or cutlery 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 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, protective clothing and cutlery 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.

13. TRADE UNION FACILITIES.

(1) An employer shall permit the General Secretary and/or Chairman of the trade union to enter his rest rooms (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;

(2) The General Secretary and/or Chairman shall notify the employer or his authorised representative of his or her intention to visit the rest room 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 an employer shall pay 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 and six in the case of an employee who works a s.x-day week;
- (b) in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of 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 Cape Town this 9th day of January, 1952.

P. J. L. WESSELS,
Vice-Chairman.

A. LOUDON,
Duly Authorised Representative (Employers).

R. ALEXANDER,
Duly Authorised Representative (Employees).

A. DREYER,
Secretary.

Witnesses:

C. TAYLOR,
N. W. GREEN.

(2) Ingeval stukwerkskale of aansporingsloonskale in 'n afdeling ingevoer word, moet daar oorlegpleging binne twee weke van die invoering van sulke stelsels met verteenwoordigers van die vakvereniging plaasvind.

(3) Die werkgewer moet op 'n opvallende plek in sy fabriek 'n staat van die stukwerkskale en/of aansporingsloonskale waarna in subklousule (2) verwys word, opgeplak hou, en hy mag daar die skale nie verlaag nie tensy hy sy werknemers minstens twee weke vooraf kennis van die voorgename wysigings gegee het.

12. OORPAKKE, BESKERMENDE KLERE EN SNYGEREEDSKAP.

(1) 'n Werkgewer moet oorpakke en/of beskermende klere of snygereedskap wat hy van sy werknemer mag 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 onderhou 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, 9d. per week, tegelyk met die betaling van sy besoldiging, betaal.

(2) Alle uniforms, oorpakke en beskermende klere of snygereedskap wat kragtens hierdie klousule verskaf word, bly die eiendom van die werkgewer en mag nie van die werkgewer se inrigting verwyder word nie, behalwe op magtiging van die werkgewer.

13. VAKVERENIGINGAANGELEENTHEDE.

(1) 'n Werkgewer moet die algemene sekretaris en/of voorsitter van die vakvereniging toelaat om sy kleedkamers 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, vergaderings deur die vakvereniging te belê.

(2) Die algemene sekretaris en/of die voorsitter 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 VYFTIEN JAAR.

'n Werknemer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

15. DIENSSERTIFIKAAT.

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

- (a) In die geval van vier-entwintig 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;
- (b) in die geval van 'n week opsegging, minstens die weekloon wat die werknemer onmiddellik voor die datum van dié beëindiging ontvang het;

met dien verstande dat dit nie inbreuk op onderstaande 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 voorsiening maak 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 subklousule (1) verwys word, begin op die dag waarop dit gegee word; met dien verstande dat die opsegging nie mag saamval met, of opsegging gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7 of met siekteverlof ingevolge klousule 8 nie.

Namens die partye hede die 9de dag van Januarie 1952, in Kaapstad geteken.

P. J. L. WESSELS,
Ondervoorsitter.

A. LOUDON,
Gemagtigde verteenwoordiger
(werkgewers).

R. ALEXANDER,
Gemagtigde verteenwoordiger
(werknemers).

A. DREYER,
Sekretaris.

Getuies:

C. TAYLOR,
N. W. GREEN.

★ No. 1412.]

[20 June 1952.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

FRUIT AND VEGETABLE CANNING INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, 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 Fruit and Vegetable Canning Industry, published under Government Notice No. 1411 of the 20th June 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.

★ No. 1412.]

[20 Junie 1952.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

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 Vruchte- en Groente-inmaaknywerheid, bekendgemaak by Goewermentskennisgewing No. 1411 van 20 Junie 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.

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