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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2105.] [12 September 1952.

NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEID VIR DIE INMAAK VAN VIS.—KAAP.

Ek, PAUL OLIVER SAUER, Waarnemende 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 Vis vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember, 1954, bindend is vir die werkgewers en vakvereniging wat genoemde ooreenkoms aangegaan het en vir die werknemers wat lede van dié vereniging is;

(b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 van genoemde ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 31ste dag van Desember, 1954 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Hopefield, Namakwaland, Springbok, Clanwilliam, Vandrhyndorp en Wynberg; 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 13 van genoemde ooreenkoms, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 31ste dag van Desember 1954 eindig, in die magistraatsdistrikte die Kaap, Hopefield, Namakwaland, Springbok, Clanwilliam, Vandrhyndorp en Wynberg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van
Arbeid.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2105.] [12 September 1952.

INDUSTRIAL CONCILIATION ACT, 1937.

FISH CANNING INDUSTRY.—CAPE.

I, PAUL OLIVER SAUER, Acting 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 Fish Canning Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st December, 1954, upon the employers who 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 13 (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 December, 1954, upon the other employers and employees engaged or employed in the said Industry in the magisterial districts of the Cape, Hopefield, Namaqualand, Springbok, Clanwilliam, Vandrhyndorp and Wynberg; and

(c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act declare that in the magisterial districts of the Cape, Hopefield, Namaqualand, Springbok, Clanwilliam, Vandrhyndorp and Wynberg and from the second Monday after the date of publication of this notice, and for the period ending the 31st December, 1954, the provisions contained in clauses 3 to 13 (inclusive) of the said agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

P. O. SAUER,
Acting Minister of Labour.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAAD VIR DIE VISINMAAKNYWERHEID.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit tussen die—

- (1) „Southern Sea Fishing Enterprises (Pty.), Ltd.”, Saldanha-baai;
- (2) „Saldanha Bay Canning Coy., Ltd.”, St. Helenabaai;
- (3) „Stephan Bros., Ltd.”, St. Helenabaai;
- (4) „Lamberts Bay Canning Coy., Ltd.”, Lambertsbaai;
- (5) „African Fish Canning Coy., Ltd.”, Lambertsbaai;
- (6) „North Bay Canning Coy., Ltd.”, Doornbaai;
- (7) „Namaqua Canning Coy., Ltd.”, Hondeklipbaai;
- (8) „John Ovenstone, Ltd.”, Port Nolloth;
- (9) „Hicksons Canning Coy., Ltd.”, Port Nolloth;
- (10) „South African Sea Products, Ltd.”, Houtbaai (waarby die „Hout Bay Canning Coy., Ltd.” ingelyf is);
- (11) „African Inshore Fisheries Development Corporation, Ltd.”, Kaapstad;
- (12) „Atlantic Smokeries, Ltd.”, Lansdowne;

(hierna „die werkgewers” genoem) aan die een kant, en die „Food and Canning Workers' Union”

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

wat die partye is by die Versoeningsraad vir die Visinmaaknywerheid.

1. GEBIED EN BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Visinmaaknywerheid in die magistraatsdistrikte Kaap, Hopefield, Namakwaland, Springbok, Clanwilliam, Vanrhynsdorp en Wynberg nagekom word deur werkgewers en dié werknemers wat lede van die vakvereniging is en vir wie lere in klousule 4 (1) hiervan voorskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid, kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, vasstel en bly van krag tot 31 Desember 1954 of vir 'n tydperk wat die Minister vasstel.

3. WOORDBEPALINGS.

(1) Tensy die teëndeel blykbaar bedoel word, het uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf is, dieselfde betekenis as in dié Wet, en, tensy dit strydig is met die verband, beteken—

- „werker met outomatiese klink- of dubbelnaatmasjien”, 'n werknemer wat deksels in die vultregter van 'n outomatiese klink- en dubbelnaatmasjien plaas en wat die masjien aan die gang kan sit, kan stop en versperings in die loopbaan kan verwyder;
- „verantwoordelike ketelbediener”, 'n werknemer wat, onder toesig van 'n voorman of assistent-voorman, beheer oor een of meer ketelbedieners of meer as een stoomketel in 'n inrigting het;
- „ketelbediener”, 'n werknemer wat, onder toesig van 'n voorman, assistent-voorman of verantwoordelike ketelbediener, daarvoor verantwoordelik is om die waterstand en stoomdruk van 'n stoomketel in 'n inrigting op peil te hou en wat die vuur in die stoomketel kan stook, hark en trek;
- „afbreker”, 'n werknemer wat kreeksterte van die liggame afbreek, in mandjies of ander houters plaas en na afdop-tafels kan neem;
- „blikverpakker”, 'n werknemer wat rou of gekookte vis of vissmeer verpak, of met die hand sous in blikke of ander houters giet en/of voerings, skywe of ringe in houters sit en/of met die hand ringe van houters af verwyder en wat vis van die druyp-tafel na die verpakt-tafel kan neem;
- „bliktoets”, 'n werknemer wat, deur middel van 'n hamer of soortgelyke instrument, toets of ingemaakte produkte gesond is;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is;
- „onderbaas”, 'n werknemer wat, onder toesig van 'n voorman, assistent-voorman, voorvrou of opsigter, beheer het oor 'n groep graad IV-werknemers;
- „inrigting”, 'n perseel waarin of in verband waarmee een of meer werknemers in die Visnywerheid in diens is;
- „ervaring”, in verband met 'n werknemer, graad I of II, die totale dienstdynerk-tydperk wat 'n werknemer onderskeidelik as werknemer graad I of werknemer graad II in die Visinmaaknywerheid het;
- „eerste koker”, 'n werknemer wat, onder toesig van 'n voorman, assistent-voorman of opsigter, verantwoordelik is vir die eerste of voorkookproses van vis in 'n retort;
- „vis”, enige vorm van seelewe wat vir menslike gebruik gebruik word;
- „visfrikkadelmaker”, 'n werknemer wat 'n meng- en/of sny-masjien bedien en na die kookpote kyk wat gebruik word om visfrikkadels te maak;
- „viskoekmaker”, 'n werknemer wat 'n meng- en/of sny-masjien bedien en wat toesig hou oor die bakmasjien wat gebruik word om viskoekies te maak;
- „visbakker”, 'n werknemer wat vis bak, behalwe in 'n outomatiese visbakmasjien;

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD FOR THE FISH CANNING INDUSTRY.

AGREEMENT

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

- (1) Southern Sea Fishing Enterprises (Pty.), Ltd., Saldanha Bay;
- (2) Saldanha Bay Canning Coy., Ltd., Saldanha Bay;
- (3) Stephan Bros., Ltd., St. Helena Bay;
- (4) Lamberts Bay Canning Coy., Ltd., Lamberts Bay;
- (5) African Fish Canning Coy., Ltd., Lamberts Bay;
- (6) North Bay Canning Coy., Ltd., Doornbaai;
- (7) Namaqua Canning Coy., Ltd., Hondeklip Bay;
- (8) John Ovenstone, Ltd., Port Nolloth;
- (9) Hicksons Canning Coy., Ltd., Port Nolloth;
- (10) South African Sea Products, Ltd., Hout Bay (with which is incorporated Hout Bay Canning Coy., Ltd.);
- (11) African Inshore Fisheries Development Corporation, Ltd., Cape Town;
- (12) Atlantic Smokeries, Ltd., Lansdowne,

of the one part (hereinafter referred to as the “employers”) and The Food and Canning Workers' Union

of the other part (hereinafter referred to as the “trade union” or the “employees” being parties to the Conciliation Board for the Fish Canning Industry.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Fish Canning Industry in the Magisterial Districts of the Cape, Hopefield, Namaqualand, Springbok, Clanwilliam, Vanrhynsdorp and Wynberg by the employers and those of their 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 as and from the date fixed by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1937, and shall remain in force until the 31st December, 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—

- “automatic clinching or double seaming machine feeder” means an employee who feeds lids into the hopper of an automatic clincher or double seamer and who may start and stop the machine and clear jams in the runway;
- “boiler attendant-in-charge” means an employee who, under the supervision of a foreman or assistant foreman, is in charge of one or more boiler attendants or more than one boiler in an establishment;
- “boiler attendant” means an employee who, under the supervision of a foreman, assistant foreman or boiler attendant-in-charge, is responsible for maintaining the water level and steam pressure of a boiler in an establishment and who may stoke, rake and draw the fire in such boiler;
- “breaker” means an employee engaged in breaking crawfish tails away from the bodies, placing them into baskets or other containers and who may transfer them to shelling tables;
- “can packer” means an employee engaged in packing raw or cooked fish paste, or pouring sauce into cans or other containers by hand and/or inserting liners, discs or rings into containers and/or removing rings from containers by hand and who may take fish from the draining table to the packing table;
- “can tester” means an employee who by means of a hammer or other like instrument tests canned goods for soundness;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “charge-hand” means an employee who, under the supervision of a foreman, assistant foreman, forewoman or supervisor, is in charge of a group of grade IV employees;
- “establishment” means any place or premises in or in connection with which one or more employees are employed in the Fish Canning Industry;
- “experience” means, in relation to a grade I employee or grade II employee, the total period or periods of employment which an employee has had as a grade I employee or grade II employee, respectively, in the Fish Canning Industry;
- “first cooker” means an employee who, under the supervision of a foreman, assistant foreman or supervisor, is responsible for the first or pre-cooking of fish in a retort;
- “fish” means any form of marine life used as food for human consumption;
- “fish ball maker” means an employee engaged in operating a mixing and/or cutting machine and attending to the cooking pots used for making fish balls;
- “fish cake maker” means an employee engaged in operating a mixing and/or cutting machine and attending to the frying machine used for making fish cakes;
- “fish frier” means an employee engaged in frying fish other than in an automatic fish frying machine;

„Visinmaaknywerheid” —

- (i) die inmaak van vis in blikke of fesse, met inbegrip van die skoonmaak, in mootjies sny, inmaak of verpakking wat met die inmaak in blikke of fesse saamgaan;
- (ii) die vervaardiging of verpakking van vispasta wat vir menslike verbruik bedoel is;

en sluit alle meegaande werk in wat deur werkgewers en werknemers in genoemde nywerheid uitgevoer word;

„viswerker”, ’n werknemer wat een of meer van ondervermelde werksaamhede verrig;—

- (a) Vis in ’n outomatiese visbakmasjien bak;
- (b) in mootjies sny, afdop, afwerk, was, skraap, sny, met die hand visvelle afstroop;
- (c) splyter;
- (d) afbreker;
- (e) afdopper;
- (f) oopsnyer;
- (g) verpakker, behalwe ’n blikverpakker, of ’n verpakker van artikels van eenvormige grootte of getal in houters wat spesiaal gemaak is om sulke artikels te bevat;

„visskeier”, ’n werknemer wat die vel en vleis van visse skei;

„werknemer, graad I,” ’n werknemer wat een of meer van ondervermelde werksaamhede verrig;—

- (a) Bediener van outomatiese klink- en dubbelnaatmasjien;
- (b) retortbediener;
- (c) bediener van ’n vakuumsluitmasjien;

„gekwalfiseerde werknemer, graad I,” ’n werknemer, graad I, met minstens vier maande ervaring;

„ongekwalfiseerde werknemer, graad I,” ’n werknemer, graad I, met minder as vier maande ervaring;

„werknemer, graad II,” ’n werknemer wat een of meer van ondervermelde werksaamhede verrig;—

- (a) Versorger van beskermende klerasie;
- (b) bediener van ’n kisvervaardigings- en/of vasspyker-masjien;
- (c) eerste koker;
- (d) visskeier;
- (e) handsoldeerwerk;
- (f) bakke, kratte of kiste uit ongesnyde materiaal vervaardig;
- (g) afmeter of bestanddeelmenger;
- (h) bediener van ’n outomatiese etiketteermasjien;
- (i) bediener van ’n nie-outomatiese of half-outomatiese naat- of klinkmasjien;
- (j) nie-outomatiese etiketteermasjien bedien en/of oppas;

„gekwalfiseerde werknemer, graad II,” ’n werknemer, graad II, met minstens twee maande ervaring;

„ongekwalfiseerde werknemer, graad II,” ’n werknemer, graad II, met minder as twee maande ervaring;

„werknemer, graad III,” ’n werknemer wat een of meer van ondervermelde werksaamhede verrig;—

- (a) Viswerker;
- (b) visbakker;
- (c) visfrikadelmaker;
- (d) viskoekmaker;
- (e) een van ondervermelde masjiene oppas en/of bedien;—
 - (i) Was- en/of steriliseermasjien;
 - (ii) masjien om vis in skyfies te sny en/of snymasjien;
 - (iii) outomatiese pekel- en sousvulmasjien;
 - (iv) vismeuleltjie;
 - (v) snelsnymasjien;

- (f) sous- en soppotbediener;
- (g) met die handmasjien houters met vissmeer vul;
- (h) met die hand etiketter;
- (i) lugverwyderingsbakbediener;
- (j) bediener van ’n voorverhittingsmasjien, behalwe ’n eerste koker;
- (k) blikke met lakvernis bestryk;
- (l) etikette perforeer;
- (m) sorteerder;
- (n) hyserbediener;
- (o) blikverpakker;
- (p) stoker;
- (q) datums op artikels stempel en datumstempels verander;
- (r) afweeg, behalwe op ’n gestelde skaal;
- (s) bliktoetsers;
- (t) oorpakke stryk en heelmaak;
- (u) bakke, kratte of kiste met die hand herstel;

„oopsnyer”, ’n werknemer wat die dopsterte van kreef oopsny, die derms uithaal en, waar nodig, die kante van die vleis gelykmaak, en/of oopsnyer van vis behalwe kreef;

„manlike werknemer, graad IV,” ’n manlike werknemer wat een of meer van ondervermelde werksaamhede verrig;—

- (a) Persele, voertuie, gereedskap, meubels, werktuie, implemente, masjinerie of ander artikels skoonmaak en/of was;
- (b) stoomketels of tenks skoonmaak;
- (c) voertuie, behalwe motorvoertuie, olie en ghries;
- (d) tee of soortgelyke drank maak;
- (e) met die hand sous of sop in potte roer;
- (f) bottels, blikke, borde, of ander houters met die hand was;

„Fish Canning Industry” means—

- (i) the canning and/or bottling of fish including any process of cleaning, filleting, preserving or packing of fish carried out in connection with such canning or bottling;
- (ii) the manufacture or packing of fish paste intended for human consumption;

and includes all operations incidental thereto if carried on by employers and employees in the said industry;

„fish worker” means an employee engaged in one or more of the following capacities or duties:—

- (a) Frying fish in an automatic fish frying machine;
- (b) filleting, scaling, trimming, washing, scraping, cutting or removing skins from fish by hand;
- (c) sticker;
- (d) breaker;
- (e) sheller;
- (f) gutter;
- (g) packer, other than can packer or packer of articles of a uniform size or number in containers specially made to contain such article;

„fish separator” means an employee engaged in separating the skin from the flesh of fish;

„grade I employee” means an employee who is engaged in one or more of the following capacities or duties:—

- (a) Automatic double seaming and clinching machine operator;
- (b) retort operator;
- (c) operator of a vacuum closing machine;

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

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

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

- (a) Protective clothing attendant;
- (b) operator of a box-making and/or nailing machine;
- (c) first cooker;
- (d) fish separator;
- (e) hand soldering;
- (f) making trays, crates or boxes from uncut material;
- (g) measurer of ingredient mixer;
- (h) operator of an automatic labelling machine;
- (i) operator of a non-automatic or semi-automatic seaming or clinching machine;
- (j) operating and/or attending non-automatic labelling machine;

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

„grade II employee, unqualified,” means a grade II employee who has had less than two months’ experience;

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

- (a) Fish worker;
- (b) fish frier;
- (c) fish ball maker;
- (d) fish cake maker;
- (e) operating and/or attending one of the following machines:—
 - (i) Washing and/or sterilising machine;
 - (ii) fish slicing and/or cutting machine;
 - (iii) automatic brine and sauce filling machine;
 - (iv) mincing machine;
 - (v) quick-cutting machine;

- (f) sauce and soup pot attendant;
- (g) filling fish paste into containers by hand operated machine;
- (h) labelling by hand;
- (i) exhaust box attendant;
- (j) operator of a pre-heating machine other than a first cooker;
- (k) can lacquering;
- (l) perforating labels;
- (m) sorter;
- (n) operating an elevator;
- (o) can packer;
- (p) fireman;
- (q) stamping dates on articles and altering date stamps;
- (r) weighing other than to a set scale;
- (s) can tester;
- (t) ironing and mending overalls;
- (u) repairing trays, crates or boxes by hand;

„gutter” means an employee engaged in cutting the shelled tail of a crawfish, removing the gut and, where necessary, trimming the edges of the meat and/or in gutting fish other than crawfish;

„grade IV employee, male,” means a male employee engaged in one or more of the following capacities or duties:—

- (a) Cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements, machinery or other articles;
- (b) cleaning out boilers or tanks;
- (c) oiling and greasing vehicles other than motor vehicles;
- (d) making tea or similar beverages;
- (e) stirring sauce or soup in pots by hand;
- (f) washing bottles, tins, dishes or other containers by hand;

- (g) briewe, boodskappe, of artikels te voet of deur middel van 'n fiets, driewieler, of handvoertuig aflewer;
- (h) vuilgoed of as verwyder;
- (i) op- of aflaai, goedere of ander verplaasbare voorwerpe op lig, dra, verplaas of stapel;
- (j) op afleweringvoertuie behulpsaam wees, behalwe om te bestuur of herstelwerk te verrig;
- (k) 'n handvoertuig stoot of trek;
- (l) deure, vensters, boligte, kiste, bale, dromme of ander voorwerpe oopmaak, toemaak of sluit, met inbegrip van die vasgom of -lym van kartonhouers;
- (m) duie losmaak, bakke, kratte of kiste uit duie of klaarbereide materiaal met die hand inmekaar sit en vas-spyker;
- (n) vasbind, draad of bande sit om kiste of ander houers;
- (o) kiste, sakke, kartonhouers of ander houers sjabloneer of merk (maar nie adresseer nie), of kiste, sakke, kartonhouers, dromme of ander voorwerpe van klaar-gedresseerde etikette voorsien;
- (p) geriffelde veselkartonhouers of soortgelyke houers met die hand uitpak of oopmaak; klaargemaakte houers vorm;
- (q) artikels van eenvormige grootte en getal in houers pak wat spesiaal gemaak is om sulke artikels te bevat;
- (r) gebuigde flense van blikke reguit maak;
- (s) met die hand enige deksel of toemaker op bottels of blikke sit, perkamentvierkante in leë blikke plaas;
- (t) vis op 'n band of vervoerder spreid;
- (u) vis, kiste, blikke, of ander materiaal op vervoer-bande of masjiene voer of daarvan afneem, behalwe die voer van 'n outomatiese klink- en dubbelnaat-masjien;
- (v) krane of kleppe onder toesig oop- of toemaak;
- (w) afweeg op 'n gestelde skaal;
- (aa) 'n hyser, windas of kaapstander met die hand bedien;
- (bb) houers leegmaak;
- (cc) visafval verwyder;
- (dd) verskillende soorte vis sorteer of skei;

„volwasse vroulike werknemer, graad IV,” 'n vroulike werknemer wat een of meer van ondervermelde werksaamhede verrig:—

- (a) persele, voertuie, gereedskap, meubels, werktuie, implemente, masjinerie of ander artikels skoonmaak en/of was;
- (b) tee of soortgelyke drankte maak;
- (c) met die hand sous of sop in potte roer;
- (d) bottels, blikke, borde of ander houers met die hand was;
- (e) goedere of ander verplaasbare voorwerpe op lig, dra, verplaas of stapel;
- (f) deure, vensters, boligte, kiste, bale, dromme of ander voorwerpe oopmaak, verseël of toemaak, met inbegrip van gom of lym van kartonhouers;
- (g) kiste, sakke, kartonhouers of ander houers sjabloneer of merk (maar nie adresseer nie), of kiste, sakke, kartonhouers, dromme of ander voorwerpe van klaar-gedresseerde etikette voorsien;
- (h) artikels van uniforme grootte en getal in houers verpak wat spesiaal gemaak is om sulke artikels te bevat;
- (i) met die hand enige deksel of toemaker op bottels of blikke aanbring; papierskywe op deksels of op gepakte blikke sit; perkamentvierkante in leë blikke plaas;
- (j) vis op 'n band of vervoerder spreid;
- (k) afweeg op 'n gestelde skaal;
- (l) visafval verwyder;

„jeugdige vroulike werknemer, graad IV,” 'n vroulike werknemer onder 18-jarige leeftyd wat een of meer van die volgende werksaamhede verrig:—

- (a) vis skoonmaak en/of was;
- (b) tee of soortgelyke drankte maak;
- (c) met die hand sous of sop in potte roer;
- (d) kiste, sakke, kartonhouers of ander houers sjabloneer of merk (maar nie adresseer nie), of klaar-gedresseerde etikette aan kiste, sakke, kartonhouers, dromme of ander voorwerpe heg;
- (e) met die hand enige deksel of toemaker op bottels of blikke sit; papierskyfies op deksels of op gepakte blikke sit; perkamentvierkante in leë blikke sit;
- (f) vis op 'n band of vervoerder spreid;
- (g) afweeg op 'n gestelde skaal;

„masjien- of installasie-oppasser en/of -bediener,” 'n werknemer wat 'n kragmasjien oppas, bedien, aan die gang sit en/of stop, en wat ligte herstel- en verstelwerkies daaraan kan uitvoer en/of sodanige masjien kan voer of daarvan afneem; en het die uitdrukking „'n masjien oppas of bedien” 'n ooreenstemmende betekenis;

„onderhouer,” 'n werknemer, behalwe 'n werktuigkundige, wat ligte herstel- en verstelwerkies aan masjinerie installasie, geboue of ander toerusting uitvoer;

„afmeter en/of bestanddeelmenger,” 'n werknemer in diens en verantwoordelik vir afweeg, behalwe op 'n gestelde skaal, van hoeveelhede tamatiesous of ander sous of vervaardigingsbestanddele;

„nagskof,” enige werktydperk tussen 6 nm. en 6 vm.;

„stukwerk,” 'n stelsel waarby 'n werknemer se besoldiging op die hoeveelheid of omvang van gedane werk gebaseer word;

- (g) delivering letters, messages or articles on foot or by means of a bicycle, tricycle or hand propelled vehicle;
- (h) removing refuse or ashes;
- (i) loading or unloading; lifting, carrying, removing or stacking goods or other movables;
- (j) assisting on delivery vehicles other than driving or effecting repairs;
- (k) pushing or pulling any manually propelled vehicle;
- (l) opening, sealing or closing doors, windows, fanlights, boxes, bales, drums or other packages including gumming or glueing cartons;
- (m) loosening shooks; assembling and nailing trays, crates or boxes from shooks, or ready prepared material by hand;
- (n) binding, wiring or strapping boxes or other containers;
- (o) stencilling or marking (but not addressing) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums or other packages;
- (p) unpacking or opening up corrugated fibre board or similar containers by hand; shaping ready made containers;
- (q) packing articles of a uniform size and number into containers specially made to contain such articles;
- (r) straightening bent flanges of cans;
- (s) placing any lid or closure on bottles or cans by hand; placing paper discs on lids or on packed cans, placing parchment squares in empty cans;
- (t) spreading fish on a belt or conveyor;
- (u) feeding and taking off fish, boxes, cans or other material on to or from belts or machines other than feeding an automatic double seaming and clinching machine;
- (v) opening or closing cocks or valves under supervision;
- (w) weighing to a set scale;
- (aa) operating a hoist, winch or capstan by hand;
- (bb) emptying containers;
- (cc) removing fish offal;
- (dd) sorting or separating different varieties of fish;

„grade IV employee, female adult,” means a female employee of the age of 18 years and over engaged in one or more of the following capacities or duties:—

- (a) Cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements, machinery or other articles;
- (b) making tea or similar beverages;
- (c) stirring sauce or soup in pots by hand;
- (d) washing bottles, tins, dishes or other containers by hand;
- (e) lifting, carrying, moving or stacking goods or other movables;
- (f) opening, sealing or closing doors, windows, fanlights, boxes, bales, drums or other packages including gumming or glueing cartons;
- (g) stencilling or marking (but not addressing) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums or other packages;
- (h) packing articles of a uniform size and number into containers specially made to contain such articles;
- (i) placing any lid or closure on bottles or cans by hand; placing paper discs on lids or on packed cans, placing parchment squares in empty cans;
- (j) spreading fish on a belt or conveyor;
- (k) weighing to a set scale;
- (l) removing fish offal;

„grade IV employee, female juvenile,” means a female employee under the age of 18 years engaged in one or more of the following capacities or duties:—

- (a) Cleaning and/or washing fish;
- (b) making tea or similar beverages;
- (c) stirring sauce or soup in pots by hand;
- (d) stencilling or marking (but not addressing) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums or other packages;
- (e) placing any lid or closure on bottles or cans by hand; placing paper discs on lids or on packed cans, placing parchment squares in empty cans;
- (f) spreading fish on a belt or conveyor;
- (g) weighing to a set scale;

„machine or plant operator and/or attendant” means an employee who operates, attends, starts and/or stops a power driven machine and who may make minor repairs and 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 and/or ingredient mixer” means an employee engaged in and responsible for weighing out, other than to a set scale, quantities of tomato puree or other sauce or ingredients for manufacturing;

„night shift” means any period of work between 6 p.m. and 6 a.m.;

„piece-work and/or incentive wage system” means any system under which an employee's remuneration is based upon the quantity or output of work done;

- "versorger van beskermende kleren", 'n werknemer wat beskermende kleren uitreik aan werknemers wat daartoe geregtig is, en toesig hou oor die uitwas, stryk en heelmaak daarvan;
- "retortbediener", 'n werknemer wat, onder toesig van 'n voorman of assistent-voorman, verantwoordelik is vir die kook en sterilisasie van enige hoeveelheid;
- "sous- en soppotbediener", 'n werknemer wat, onder toesig van 'n voorman, assistent-voorman, voorvrou of opsigter, sous en sop kook, maar met uitsondering van die kook van sop vir werknemers;
- "afdoopper", 'n werknemer wat die doppe aan die stert van 'n kreef van die vleis af wegsny;
- "stoker", 'n werknemer wat vure in stoomketels maak of aan die brand hou, met inbegrip van stook, hark en krap van vuur;
- "korttyd", 'n tydelike vermindering in die gewone getal werke weens slappe in die bedryf, tekort aan grondstof, ongunstige weersomstandighede of 'n algemene onklaarraking van installasie, of masjinerie weens ongeval of ander onvoorsiene noodgeval;
- "sorteerder", 'n werker wat ingewande van vis skei;
- "splyter", 'n werknemer wat die vleis van die graat van vis splyt;
- "opsigter", 'n werknemer, behalwe 'n voorman, assistent-voorman of voorvrou, met toesig oor 'n groep werknemers van grade I, II of III, en wat toesig kan hou oor werknemers van graad IV.
- "loon", dié gedeelte van die besoldiging wat in geld aan 'n werknemer ten opsigte van die gewone werke betaalbaar is;
- "wag", 'n werknemer wat die installasie, goed of persele van 'n inrigting bewaak.

(2) Vir die doel van hierdie Ooreenkoms word 'n werknemer ingedeel in die klas waarin hy voltyds of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Hier volg die minimum lone wat 'n werkgever moet betaal aan elk van sy werknemers wat aan onderstaande klasse behoort:—

(a) Werknemers buiten los werknemers:—

	In die magistraatsdistrikte die Kaap en Wynberg (buiten die plaaslike gebied Houtbaai wat in die Kaapse Afdelingsraadsgebied geleë is).	In die plaaslike gebied Houtbaai (in die Kaapse afdelingsraadsgebied) en in die magistraatsdistrikte Hopefield, Namakwaland, Springbok, Clanwilliam en Vanrhynsdorp.
	Per week. £ s. d.	Per week. £ s. d.
Ketelbediener.....	2 13 0	2 6 0
Verantwoordelike ketelbediener.....	4 1 6	3 12 0
Onderbaas.....	2 7 6	2 2 0
Gekwalifiseerde werknemer, graad I	3 2 9	2 15 6
Ongekwalifiseerde werknemer, graad I—		
Tydens eerste twee maande ondervinding.....	2 2 6	1 18 0
Tydens tweede twee maande ondervinding.....	2 12 9	2 7 0
Gekwalifiseerde werknemer, graad II.....	2 13 0	2 6 0
Ongekwalifiseerde werknemer, graad II.....	2 2 6	1 18 0
Werknemer, graad III.....	2 5 6	1 16 0
Manlik werknemer, graad IV, 16 jaar en ouer.....	2 2 9	1 12 3
Manlik werknemer, graad IV, onder 16 jaar.....	1 15 3	1 7 0
Volwasse vroulike werknemer, graad IV.....	1 16 3	1 9 6
Jeugdige vroulike werknemer, graad IV.....	1 10 3	1 3 0
Onderhouer.....	5 2 6	4 2 0
Opsigter.....	3 2 0	3 2 0
Wag.....	3 3 0	2 3 3

(b) Los werknemers, buiten dié wat voltyds vis uit visbote laai en by 'n fabriek aflewer: Vir elke werkdag of deel van 'n werkdag, een-vyfde van die hoogste weekloon wat voorgeskryf word vir 'n werknemer van sy klas en gebied.

(2) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer betaal word wanneer die Ooreenkoms in werking tree nie, en 'n werknemer wat op dié datum hoër lone ontvang as wat in die Ooreenkoms vir sy klas voorgeskryf word, moet voortgaan om die hoër lone te ontvang terwyl hy in dieselfde hoedanigheid of graad by dieselfde werkgever in diens is.

(3) *Lewenskostetoelae*.—Buiten die besoldiging wat in klousule 4 (1) voorgeskryf word, is 'n werknemer geregtig tot 'n lewenskostetoelae wat minstens gelyk is aan dié wat voorgeskryf word in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens 'n latere maatreël wat voorsiening maak vir lewenskostetoelae vir dié nywerheid, soos omskryf.

"protective clothing attendant" means an employee who issues protective clothing to employees entitled thereto and supervises the washing, ironing and mending thereof;

"retort operator" means an employee who, under the supervision of a foreman or assistant foreman, is responsible for the cooking and sterilization of any pack;

"sauce and soup pot attendant" means an employee who, under the supervision of a foreman, assistant foreman, forewoman or supervisor, is engaged in cooking sauces and soups, but does not include cooking soup for employees;

"sheller" means an employee engaged in cutting the shell on the tail of a crawfish away from the meat;

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

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

"sorter" means an employee who separates rails of fish;

"sticker" means an employee who splits the flesh from the bone of the fish;

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

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work;

"watchman" means an employee engaged in guarding the plant, goods or premises of an establishment.

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

4. REMUNERATION.

(1) The minimum wage 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:—

	In the Magisterial Districts of the Cape and Wynberg (excluding the Local Area of Hout Bay falling under the Divisional Council of the Cape).	In the Local Area of Hout Bay (falling under the Divisional Council of the Cape) and in the Magisterial Districts of Hopefield, Namakwaland, Springbok, Clanwilliam and Vanrhynsdorp.
	Per week. £ s. d.	Per week. £ s. d.
Boiler attendant.....	2 13 0	2 6 0
Boiler attendant-in-charge.....	4 1 6	3 12 0
Chargehand.....	2 7 6	2 2 0
Grade I employee—qualified.....	3 2 9	2 15 6
Grade I employee—unqualified—		
During the first two months of experience.....	2 2 6	1 18 0
During the second two months of experience.....	2 12 9	2 7 0
Grade II employee—qualified.....	2 13 0	2 6 0
Grade II employee—unqualified.....	2 2 6	1 18 0
Grade III employee.....	2 5 6	1 16 0
Grade IV employee, male, of the age of 16 years and over.....	2 2 9	1 12 3
Grade IV employee, male, under the age of 16 years.....	1 15 3	1 7 0
Grade IV employee, female, adult.....	1 16 3	1 9 6
Grade IV employee, female, juvenile.....	1 10 3	1 3 0
Machine Handyman.....	5 2 6	4 2 0
Supervisor.....	3 2 0	3 2 0
Watchman.....	3 3 0	2 3 3

(b) Casual employee, other than a casual employee exclusively engaged in unloading fish from a fishing boat and delivering such fish into a factory: For each day or part of a day of employment one-fifth of the highest weekly wage prescribed for an employee of his class and area.

(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) *Nagskofbesoldiging*.—Vir elke uur of gedeelte van 'n uur binne sy gewone werkure wat 'n werknemer, behalwe 'n wag en 'n los werknemer wat uitsluitlik vis uit 'n vissersbootjie laai en die vis in 'n fabriek aflewer, nagskofwerk verrig, moet hy teen sy weeklikse loon, gedeel deur die getal gewone ure wat hy per week werk, plus drie-en-dertig en een-derde ($33\frac{1}{3}$) persent, betaal word.

(5) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, behalwe 'n los werknemer, weekliks, en behalwe soos bepaal in subklousule (6) en in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, of hy in daardie week die maksimum aantal gewone ure, voorgeskryf by klousule 7 (1), gewerk het of nie.

(6) *Differensiële loonskaal*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur altesaam op 'n gegewe dag of bo en behalwe sy eie werk, of in plaas daarvan, 'n ander klas werk te verrig waarvoor of—

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

(b) 'n stygende loonskaal wat op 'n hoër loon as die vir sy eie klas eindig;

by subklousule (1) voorgeskryf is, moet aan die werknemer vir al die gewone werkure van die inrigting vir daardie dag 'n loon betaal—

(i) in die geval genoem in paragraaf (a), teen 'n skaal per uur gelyk aan die hoër weekloon gedeel deur die getal gewone ure wat in 'n week deur die betrokke werknemer gewerk word;

(ii) in die geval genoem in paragraaf (b), teen 'n skaal per uur gelyk aan die weekloon wat by subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf is, plus 30 persent, gedeel deur die getal gewone ure wat per week deur die betrokke werknemer gewerk word;

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

5. BETALING VAN BESOLDIGING.

(1) *Werknemer, behalwe 'n los werknemer*.—Behalwe soos bepaal in klousule 8 (3) moet 'n bedrag verskuldig aan 'n werknemer, behalwe 'n los werknemer, weekliks, of, as die werkgever en werknemer skriftelik so ooreengekom het, maandeliks kontant betaal word gedurende die werkure of binne vyftien minute na die ophoudtyd op die gewone betaaldag van die inrigting, of by diensbeëindiging as dit voor die gewone betaaldag val, en dit moet in 'n koeverf of ander houer wees of vergesel gaan van 'n staat waarop die name van die werkgever en van die werknemer, die werknemer se bedryf, die getal gewone en oortydure gewerk, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling gedoen word, vermeld word.

(2) *Los werknemer*.—'n Werkgever moet die besoldiging aan sy los werknemer verskuldig by diensbeëindiging kontant betaal of, as die werkgever en werknemer so ooreenkom, op die eerstvolgende gewone betaaldag van die inrigting.

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

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

(5) *Kos en inwoning*.—Behalwe soos bepaal in die Naturellen (Stadsgebieden) Wet, 1923, of in die Naturellearbeid Reguleringswet, 1911, kan 'n werkgever nie van 'n werknemer vereis om by hom, of by 'n persoon of plek deur hom aangewys, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgever kan geen boetes van 'n werknemer hef nie en hy kan ook geen bedrae van 'n werknemer se besoldiging aftrek nie, behalwe onderstaande:—

(a) Met die skriftelike toestemming van die werknemer, 'n aftrekking vir verlof, siekte, versekerings, voorsorg- of pensioenfondse of ledelgede van 'n werknemersorganisasie;

(b) behalwe waar dit in hierdie Ooreenkomste anders bepaal word, wanneer 'n werknemer van werk afwesig is, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op grondslag van die weeklikse loon wat die werknemer onmiddellik voor sy afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) aftrekking vir enige bedrag wat 'n werkgever ingevolge 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om te maak;

(d) wanneer 'n werknemer vir wie 'n loon van £4. 10s. of meer by klousule 1 (1) van hierdie deel voorgeskryf is, instem om 'n huis van sy werkgever te huur, 'n aftrekking van hoogstens twee pond (£2) per maand vir die huurgeld van die huis;

(e) ten opsigte van 'n openbare vakansiedag, behalwe Nuwejaarsdag, Goede-Vrydag, Geloftedag of Kersdag, waarop 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n aftrekking van die loon wat hy hou ontvang het indien hy op die betrokke dag gewerk het;

(4) *Night Shift Remuneration*.—For each hour or part of an hour within his ordinary hours of work which an employee, other than a watchman and a casual employee exclusively engaged in unloading fish from a fishing boat and delivering such fish into a factory, is employed on night shift he shall be paid at the rate of his weekly wage divided by the number of ordinary hours worked by him in a week plus thirty-three and one-third ($33\frac{1}{3}$) per cent.

(5) *Basis of Contract*.—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (6) and in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 7 (1) or less.

(6) *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 establishment for 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 in sub-clause (1) for an employee of his class and area, plus 30 per cent, divided by the number of ordinary hours worked by such employee in a week;

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.

5. PAYMENT OF REMUNERATION.

(1) *Employee other than a Casual Employee*.—Save as provided in clause 8 (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 establishment 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 and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Casual Employee*.—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment or, if the employer and employee agree thereto, on the next usual pay day of the establishment.

(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) Act, 1923, 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;

(b) except where otherwise provided for in this Agreement, whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;

(d) whenever an employee for whom a wage of £4. 10s. per week or more is prescribed in clause 4 (1) agrees to hire a house from his employer, a deduction not exceeding two pounds (£2) per month for the rental of such house;

(e) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Day of the Covenant or Christmas Day on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day;

- (f) wanneer die gewone werkure, voorgeskryf in klousule 7 (1) weens korttyd verminder word, ten opsigte van elke uur van sodanige inkorting 'n korting van die werknemer se weeklikse loon gedeel deur die getal gewone ure wat in 'n week deur die betrokke werknemer gewerk word; met dien verstande dat ten opsigte van die eerste uur wat nie gewerk word geen korting gemaak kan word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie.

6. STUKWERK OF AANSPOORINGSLOONSTELSLS.

(1) Behalwe soos bepaal in klousule 5 (6), moet 'n werkgewer 'n werknemer wat vir enige tydperk stukwerk of ander werk teen aansporingslone verrig, besoldiging betaal teen skale waaroor die werkgewer en werknemer ooreengekom het; met dien verstande dat die werkgewer die werknemer, afgesien van die hoeveelheid of omvang van gedane werk, minstens onderstaande moet betaal:—

- (a) In die geval van 'n werknemer, behalwe 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die weeklikse loon 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 verrig word, die loon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word;

plus tien persent.

(2) 'n Werkgewer moet op 'n opvallende plek in sy inrigting 'n lys van die stukwerkklone, genoem in subklousule (1), opgeplak hou en kan sodanige lone nie verminder nie, tensy hy sy werknemers minstens twee weke kennis van die voorgestelde verandering gegee het.

7. WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYD.

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

- (A) In die geval van 'n werknemer wat ses dae per week werk—
- (i) 46 uur per week van Maandag tot en met Saterdag;
- (ii) agt uur per dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op die ander dae hoogstens 8½ per dag mag wees, indien deur sodanige verlenging die gewone werkure nie 46 per week te bowe gaan nie;
- (B) in die geval van 'n werknemer wat vyf dae per week werk—
- (i) 46 uur per week van Maandag tot en met Vrydag;
- (ii) 9¼ uur per dag.

(2) Die gewone werkure van 'n los werknemer mag hoogstens agt per dag wees.

(3) *Etenspouses.*—'n Werkgewer kan nie van 'n werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende ure te werk sonder 'n pouse van minstens een uur wanneer geen werk verrig mag word nie, en so 'n pouse word nie as deel van die gewone werkure of oortyd beskou nie; met dien verstande dat—

- (i) as so 'n pouse langer as een uur is, enige tydperk bo 1½ uur as gewone werkure beskou word;
- (ii) werktidperke wat deur 'n pouse van minder as 'n uur onderbreek word, as aaneenlopend beskou word.

(4) *Ruspouses.*—'n Werkgewer moet, behalwe as die werkure minder as sy gewone werkure is, aan elkeen van sy werknemers, behalwe 'n motoryoertuigbestuurder, deelydse motoryoertuigbestuurder, handelsreisiger, verantwoordelike ketelbediener of ketelbediener, 'n ruspouse van minstens tien minute toestaan so na as moontlik aan—

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

in die loop waarvan daar nie van die werknemer vereis of hy toegelaat kan word om werk te verrig nie; so 'n pouse word as deel van die gewone werkure beskou.

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

(6) *Oortyd.*—Alle tye bo die maksimum getal ure in subklousule (1) voorgeskryf ten opsigte van 'n dag of 'n week, word as oortyd beskou.

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

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk;
- (b) op meer as vyf dae per week na 1-uur nm. te werk;
- (c) langer as twee uur per dag of op meer as drie agtereenvolgende dae oortyd te werk;
- (d) op meer as sestig dae per jaar oortyd te werk;
- (e) na voltooiing van haar gewone werkure meer as een uur oortyd te werk nie, tensy hy—
- (i) voor 12-uur middag die werknemer daarvan in kennis gestel het; of
- (ii) die werknemer voor die aanvang van die oortyd van 'n behoorlike ete voorsien het; of
- (iii) betyds aan die werknemer een sielings en ses pennies betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd 'n aanvang moet neem.

- (f) whenever the ordinary hours of work prescribed in clause 7 (1) are reduced on account of short time a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made in 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. PIECE-WORK OR WAGE INCENTIVE SYSTEM.

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

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

plus ten per cent.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the piece-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.

7. 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 any 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 eight 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.

(4) *Rest Intervals.*—An employer shall, except where the working hours are less than his ordinary hours of work, grant to each employee other than a motor vehicle driver, a part-time motor vehicle driver, a traveller, a boiler attendant-in-charge or a boiler attendant, 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 maximum number of hours prescribed in sub-clause (1) in respect of a day or a week 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 Employee.*—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 on 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 to commencement of such overtime; or
- (iii) paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer vir alle oortyd deur hom gewerk, betaal teen minstens 1½ maal sy gewone weeklikse loon; met dien verstande dat waar oortyd op 'n daaglikse basis in enige week verskil van oortyd op 'n weeklikse basis, die basis wat die meeste oortyd gedurende daardie week gee, aangeneem moet word.

(10) *Voorbehoud.*—Behalwe soos bepaal in subklousule (5), is hierdie klousule nie op 'n wag en subklousules (3), (4), (5) en (7) nie van toepassing op 'n manlike werknemer wat weens 'n onklaarraking van installasie of masjinerie, of ander onvoorsiene noodgeval, moet werk nie.

8. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemer ten opsigte van elke volle jaar diens by hom, twee opeenvolgende weke verlof met volle betaling toestaan.

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

- (i) as dié verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word;
- (ii) die verlof nie met 'n tydperk wanneer die werknemer verplig is om, ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag, of Kersdag binne dié verlof val, 'n ander dag ter vervanging van hierdie dag aan genoemde tydperk toegevoeg moet word as 'n verdere verloftydperk met volle betaling;
- (iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy eie skriftelike versoek aan sy werknemer toegestaan is, van die verloftydperk kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof waarna in subklousule (1) verwys word, moet nie later as op die laaste werkdag voor die aanvangsdatum van die verlof betaal word nie.

(4) 'n Werknemer wie se dienskontrak gedurende die eerste of 'n daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die verloftydperk, genoem in subklousule (1), opgeloopt het, moet, behalwe soos in die vierde voorbehoudsbepaling by subklousule (2) bepaal, by diensbeëindiging in plaas van verlof en ten opsigte van elke volle maand van hierdie tydperk van minder as een jaar, minstens een-sesde van die weeklikse loon betaal word wat hy onmiddellik voor die datum van diensbeëindiging ontvang het.

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

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

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) verplig is om opleiding te ondergaan ingevolge die Zuid Afrika Verdedigings Wet, 1912;
- (c) op bevel of versoek van sy werkgewer van sy werk afwesig is;

en wat altesaam hoogstens tien weke per jaar mag beloop, en beskou word te begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, tot verlof geregtig geword het, van die datum af waarop die werknemer ingevolge hierdie Wet of Loonvaststelling No. 123 tot dié verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die inwerkingtreding van hierdie Ooreenkoms en op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of Loonvaststelling No. 123 van toepassing is, maar wat nie daarkragens tot verlof geregtig was nie, van die datum af waarop die diens 'n aanvang geneem het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop die werknemer by sy werkgewer in diens getree het of die datum waarop hierdie Ooreenkoms van krag word, na gelang van watter die jongste datum is;

met dien verstande dat wanneer 'n werknemer se opleidingstydperk ingevolge die Zuid Afrika Verdedigings Wet, 1912, in enige jaar minder as dertig dae is, die tydperk van tien weke verminder moet word met 'n tydperk gelyk aan dié waarmee die opleidingstyd minder as dertig dae is.

(7) Vir die toepassing van hierdie klousule beteken „volle betaling” die loon waartoe 'n werknemer geregtig sou gewees het indien hy sy gewone werk gedurende die verloftydperk gewerk het, bereken op grondslag van die loon wat hy onmiddellik voor sy verlof ontvang het.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig tot verlof met volle betaling op Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag en Kersdag en dit moet aan hom toegestaan word; met dien verstande dat van 'n werknemer vereis kan word om op so 'n dag te werk.

(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 that week shall be adopted.

(10) *Savings.*—Except as provided in sub-clause (5) this clause shall not apply to a watchman and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to a male employee engaged on work necessitated by a break-down of plant or machinery or other unforeseen emergency.

8. 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 two consecutive weeks' leave on full pay.

(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 any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(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;

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 the Factories, Machinery and Building Work Act, 1941, from the date on which such employee became entitled to such leave under such Act, or in terms of Wage Determination No. 123;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom the Factories, Machinery and Building Work Act, 1941, or Wage Determination No. 123 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 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.

(7) For the purpose of this clause “full pay” shall mean the wages which an employee would have been entitled to receive had he worked his ordinary hours of work during the period of leave calculated on the basis of the wage which he was receiving immediately before the commencement of such leave.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) *Betaling vir werk op openbare vakansiedae.*—As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgever hom die bedrag betaal waarna in subklousule (1) verwys word plus, ten opsigte van elke uur of gedeelte van 'n uur gewerk, sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

(3) As 'n los werknemer op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgever 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 gewerk, hierdie loon gedeel deur agt.

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

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

(b) vir elke uur of gedeelte van 'n uur gewerk minstens 1½ maal sy gewone loon betaal ten opsigte van die hele tydperk gewerk en hom binne sewe dae na so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op die vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

10. OORPAKKE EN BESKERMENDE KLERASIE.

(1) 'n Werkgever moet oorpakke en/of beskermende klerasie wat hy van sy werknemers vereis om te dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemers te verskaf, kosteloos verskaf en in goeie orde hou, en hy moet sulke oorpakke en beskermende klerasie op sy eie koste was of laat was of sy werknemers in plaas van wasdiens te lewer, die bedrag van nege pennies per week betaal.

(2) Alle uniforms, oorpakke en beskermende klerasie wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgever en moet nie van die werknemer se diensplek verwyder word nie, behalwe op magtiging van die werkgever vir skoonmaak, was of herstel.

11. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgever mag geen persoon onder die ouderdom van vyftien jaar in diens neem nie.

12. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n los werknemer, aan die werknemer 'n dienssertifikaat oorhandig waarop die volle naam van die werkgever en dié van die werknemer, die aard van die diens, die datum van aanvang en beëindiging van die dienskontrak en die skaal van besoldiging op die datum van diensbeëindiging aangegee is.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of werknemer, behalwe 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig, of die werkgever moet in plaas daarvan minstens ondervermelde betaal:—

(a) In die geval van 24 uur diensopsegging, die weekloon wat onmiddellik voor die datum van diensbeëindiging deur die werknemer ontvang is, gedeel deur ses in die geval van 'n werknemer wat ses dae per week en vyf in die geval van 'n werknemer wat vyf dae per week werk;

(b) in die geval van 'n week diensopsegging, minstens die weekloon wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het;

met dien verstande dat dit ondervermelde nie raak nie:—

(i) Die reg van 'n werkgever of werknemer om 'n dienskontrak sonder diensopsegging te beëindig om 'n rede wat by wet as voldoende erken word;

(ii) 'n skriftelike ooreenkoms tussen werkgever en werknemer wat voorsiening maak vir diensopsegging van gelyke duur aan albei kante en vir langer as een week.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling by subklousule (1) aangegaan is, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees met die diensopseggingstermyn waarop ooreengekom is.

(3) Die kennisgewing waarna in subklousule (1) verwys word, tree in werking op die dag waarop dit gegee word; met dien verstande dat nóg die termyn van diensopsegging nóg die diensopsegging met die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 8, mag saamval.

Hede, die 26ste dag van Februarie 1952, in Kaapstad geteken.

G. F. T. WATSON, *Voorsitter.*
J. A. LOTRIET, *Sekretaris.*

J. STUBBS,
Vir die werkgevers.
R. ALEXANDER,
Vir die werknemers.

(2) *Payment for Work on Public Holidays.*—Whenever an employee, other than a casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day his employer shall pay to him 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.

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

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

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

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

(5) 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. OVERALLS AND PROTECTIVE CLOTHING.

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

(2) All uniforms, overalls and protective clothing 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.

11. 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.

12. 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.

13. 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 month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or the employer shall pay in lieu thereof not less than—

(a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;

(b) in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

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

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

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

Signed at Cape Town this 26th day of February, 1952.

G. F. T. WATSON, *Chairman.*
J. A. LOTRIET, *Secretary.*

For the Employers:
J. STUBBS.

For the Employees:
R. ALEXANDER.

★ No. 2106.] [12 September 1952.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

NYWERHEID VIR DIE INMAAK VAN VIS.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Inmaak van Vis, bekendgemaak by Goewermentskennisgewing No. 2105 van 12 September 1952, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

P. O. SAUER,
Waarnemende Minister van
Arbeid.

★ No. 2106.] [12 September 1952.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FISH CANNING INDUSTRY.

I, PAUL OLIVER SAUER, Acting 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 Fish Canning Industry, published under Government Notice No. 2105 of the 12th September, 1952, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.



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