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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1623.] [12 Augustus 1955.

NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

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

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Nywerheid vir die Inmaak van Voedsel betrekking het, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1956 eindig, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en klousules 15 tot en met 18 van genoemde Ooreenkoms, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrik die Kaap; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 en klousules 15 tot en met 18 van genoemde Ooreenkoms, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1956 eindig, in die magistraatsdistrik die Kaap *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woord-omskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
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. 1623.] [12 August 1955.

INDUSTRIAL CONCILIATION ACT, 1937.

FOOD PACKING INDUSTRY.

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

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Food Packing Industry, shall be binding from the second Monday after publication of this notice and for the period ending 30th April, 1956, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive) and clauses 15 to 18 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending 30th April, 1956, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial District of the Cape; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial District of the Cape and from the second Monday after publication of this notice and for the period ending 30th April, 1956, the provisions contained in clauses 3 to 13 (inclusive) and clauses 15 to 18 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE NYWERHEID VIR DIE INMAAK VAN VOEDSEL.—KAAPSTAD.

OOREENKOMS

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

Food and Canning Workers' Union,

aan die een kant (hieronder die „werknemers” genoem), en die werkgewersfirmas

Frosted Foods Co. (Pty.), Ltd., De Kortestraat 31, Kaapstad, Deepfreezing and Preserving (Pty.), Ltd., Buitenkantstraat 122, Kaapstad,

aan die ander kant (hieronder die „werkgewers” genoem).

1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur die werkgewers en werknemers in die Nywerheid vir die Inmaak van Voedsel in die magistraatsdistrik die Kaap nagekom word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens die Nywerheid-versoeningswet vastgestel word en bly van krag tot 30 April 1956, of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

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

- „ketelbediener”, 'n werknemer wat die water en stoomdruk in 'n stoomketel op peil hou en wat sodanige stoomketel kan stook;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- „onderbaas”, 'n werknemer wat onder die toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, voorvrou of opsigter verantwoordelik is vir 'n groep graad IV-werknemers;
- „versendingsklerk”, 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van sodanige goedere, die natel van pakkette en die merk en adresseer daarvan;
- „ondervinding”, met betrekking tot 'n fabrieksklerk, 'n graad I-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke diens wat so 'n werknemer onderskeidelik as 'n fabrieksklerk, 'n graad I-werknemer of 'n graad II-werknemer in die Nywerheid vir die Inmaak van Voedsel 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 woordomskrywing van die „Nywerheid vir die Inmaak van Voedsel” genoem word, of persele waarin minder as drie persone aldus in diens is, indien vir genoemde werksaamhede meganiese krag vir ander doeleindes as gewone beligtingsdoeleindes gebruik word;
- „fabrieksklerk”, 'n werknemer, uitgesonderd 'n klerklike werknemer, wat een of meer van die volgende werksaamhede verrig:—

Etiket uitreik en aantekening daarvan hou;
bestellings bymekaarmaak;
aantekening hou van die hoeveelhede en/of gewig van goedere wat verbruik word;
goedere afweeg;
aantekening hou van werknemers se werktye;
aantekening hou van stukwerkverdiens;

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

- „fabrieksklerk, gekwalifiseer”, 'n fabrieksklerk met minstens een jaar ondervinding;
- „fabrieksklerk, ongekwalifiseer”, 'n fabrieksklerk met minder as een jaar ondervinding;
- „fabrieksvoorman”, 'n werknemer in beheer van alle werknemers in 'n fabriek, wat oor sodanige werknemers toesig hou, en wat verantwoordelik is vir die doeltreffende nakoming van hul pligte is;
- „stoker”, 'n werknemer wat in stoomketels vuurmaak of aan die brand hou, met inbegrip van stook, opbrek en hark;
- „Nywerheid vir die Inmaak van Voedsel”, die nywerheid waarin 'n werkgewer en sy werknemers in 'n fabriek geassosieer is vir die bereiding (vir verkoop) deur middel van bevroeringsprosesse, van—

- (a) groente en/of vrugte en/of vrugtepulp;
- (b) vis en/of kreef en/of pluimvee;

en dit omvat alle bedrywighede wat daarby hoort of daaruit voortvloei wat deur enige sodanige werkgewer en sy werknemers uitgevoer word;

- „graad I-werknemer”, 'n werknemer wat 'n outomatiese pak-kiesindraaimasjien bedien en/of daarvoor toesig hou;

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE FOOD PACKING INDUSTRY.—CAPE.

AGREEMENT

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

The Food and Canning Workers' Union

of the one part (hereinafter referred to as the “employees”), and Messrs. Frosted Foods Co. (Pty.), Ltd., 31 De Korte Street, Cape Town,

Messrs. Deepfreezing and Preserving (Pty.), Ltd., 122 Buitenkant Street, Cape Town,

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

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed by the employers and employees in the Food Packing Industry in the Magisterial District of the Cape.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of the Industrial Conciliation Act, and shall remain in force until 30th April, 1956, 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—

“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;

“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, forewoman or supervisor is in charge of a group of grade IV employees;

“despatch clerk” means an employee engaged in clerical duties and who is responsible for the packing of goods for transport or delivery and who may supervise the packing, weighing and/or assembling of such goods, the checking of packages and the marking and addressing thereof;

“experience” means, in relation to a factory clerk, a grade I employee or a grade II employee, the total period or periods of employment which such employee has had as a factory clerk, a grade I employee or a grade II employee respectively, in the Food Packing 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 “Food Packing Industry” or premises on which less than three persons are so employed if mechanical power other than for ordinary lighting purposes, is used for the said operations;

“factory clerk” means an employee other than a clerical employee who performs one or more of the following duties:—

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

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

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

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

“factory foreman” means an employee in charge of all employees in a factory who exercises control over such employees and is responsible for the efficient performance by them of their duties;

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

“Food Packing Industry” means the industry in which an employer and his employees are associated in a factory for the preparation (for sale) by freezing processes of—

- (a) vegetables and/or fruit and/or fruit pulps;
- (b) fish and/or crawfish and/or poultry;

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

“grade I employee” means an employee engaged in operating and/or attending an automatic packet wrapping machine;

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

- (a) Bone met ’n masjien opsnij;
- (b) vrugte met ’n disintegreermasjien fynmaak;
- (c) hitteverseelingsmasjien wat met die hand werk;
- (d) pakkiesindraaimasjien wat met die hand werk;
- (e) met die hand etiketteer;
- (f) pakkette weeg;

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

- (a) Stoker;
- (b) pakkette versuiker;
- (c) in sellofaanpakkette verpak;
- (d) voertuie, uitgesonderd motorvoertuie, olie en ghries;

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

- (a) Perselê, voertuie, gereedskap, meubels, gerei, werktuie of ander artikels skoonmaak en/of was;
- (b) bottels, skottels of ander houers met die hand was;
- (c) briewe, boodskappe of artikels te voet of per fiets, driewieler of handvoertuig aflewer;
- (d) goedere of ander roerende goedere laai of aflaai, optel, dra, verplaas of opstapel;
- (e) op bestelwaens help, maar nie bestelwaens dryf of herstel nie;
- (f) deure, vensters, boligte, kiste, sakke, bale, dromme of ander pakkette skoonmaak, verseel of toemaak;
- (g) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (h) versierfelfbord of soortgelyke houers met die hand uitpak of oopmaak; klaargemaakte houers fatsoeneer;
- (i) vrugte en/of groente met die hand of met ’n handmasjien vir die doel van bevriesing was, sorteer, afskil, regsny, in skyfies sny, uithol, wegsny, uitboor of opsnij;
- (j) rantsoene kook, tee of dergelyke drank maak;

„motorvoertuigdrywer”, ’n werknemer, uitgesonderd ’n drywer en/of bediener van ’n fabriekstapelwa of ’n drywer van ’n fabriekswa, wat ’n motorvoertuig dryf, en vir die toepassing van hierdie woordskrywing omvat „’n motorvoertuig dryf” alle tydperke waarin gedryf word en enige tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te dryf;

„stukwerk”, enige stelsel waarkragtens ’n werknemer se besoldiging gebaseer is op die hoeveelheid of opbrengs van die gedane werk;

„korttyd”, ’n tydelike vermindering van die getal gewone werkure as gevolg van slappe in die bedryf, tekort aan grondstowwe, ongunstige weersgesteldheid of ’n algemene onklaaraking van installasie of masjinerie wat deur ’n ongeluk of ander onvoorsiene noodgeval veroorsaak word;

„stoorman”, ’n klerklike werknemer in algemene beheer oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bêre, verpakking van goedere in ’n stoor of pakhuis en/of die aflewering van goedere uit ’n stoor of pakhuis aan die verbruiksafdelings van ’n fabriek, of vir versending;

„opsigter”, ’n werknemer, uitgesonderd ’n fabrieksvoorman, wat toesig hou oor ’n groep of afdeling graad II-, graad III- of graad IV-werknemers of onderbase of fabrieksklerke;

„loon”, daardie gedeelte van die besoldiging wat aan ’n werknemer in kontant betaal moet word ten opsigte van die gewone werkure wat in klousule 8 (1) voorgeskryf word;

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

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

4. BESOLDIGING.

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

	Per week.
	£ s. d.
Onderbaas	2 10 3
Versendingsklerk	3 0 6
Fabrieksklerk, gekwalifiseer	3 0 6
Fabrieksklerk, ongekwalifiseer—	
gedurende eerste ses maande ondervinding	2 5 3
gedurende tweede ses maande ondervinding	2 15 0
Graad I-werknemer, gekwalifiseer	3 0 3
Graad I-werknemer, ongekwalifiseer—	
gedurende eerste drie maande ondervinding	2 15 0
gedurende tweede drie maande ondervinding	2 16 6
Graad II-werknemer, gekwalifiseer	2 10 9
Graad II-werknemer, ongekwalifiseer—	
gedurende eerste drie maande ondervinding	2 10 9
Graad III-werknemer, manlik	2 5 0
Graad III-werknemer, vroulik	1 19 3
Graad IV-werknemer, manlik	2 5 3
Graad IV-werknemer, vroulik	1 16 9

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

- (a) Bean slicing machine;
- (b) fruit disintegrating machine;
- (c) hand operated heat sealing machine;
- (d) hand operated packet wrapping machine;
- (e) labelling by hand;
- (f) weighing of packets;

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

- (a) fireman;
- (b) sugaring of packets;
- (c) packing in cellophane packets;
- (d) oiling and greasing vehicles other than motor vehicles;

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

- (a) Cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements or other articles;
- (b) washing bottles, dishes, or other containers by hand;
- (c) delivering letters, messages or articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (d) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (e) assisting on delivery vehicles other than driving or effecting repairs;
- (f) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (g) packing articles of a uniform size and number into containers specially made to contain such articles;
- (h) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;
- (i) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables by hand or hand-operated machine for the purpose of freezing;
- (j) cooking rations, making tea or similar beverages;

„motor vehicle driver” means an employee, other than a factory stacking truck driver and/or operator or a factory truck driver, engaged in driving a motor vehicle, and for the purpose of this definition „driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

„piece work” means any system under which an employee’s remuneration is based upon the quantity or output of work done;

„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 a general breakdown in plant or machinery caused by accident or other unforeseen emergency;

„storeman” means a clerical employee in general charge of stores or finished products and who is responsible for receiving storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in a factory or for despatch;

„supervisor” means an employee other than a factory foreman, who supervises a group or section of grade II, grade III or grade IV employees or chargehands or factory clerks;

„wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 8 (1);

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

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

	Per Week.
	£ s. d.
Chargehand	2 10 3
Despatch clerk	3 0 6
Factory clerk, qualified	3 0 6
Factory clerk, unqualified—	
during first six months of experience	2 5 3
during second six months of experience	2 15 0
Grade I employee, qualified	3 0 3
Grade I employee, unqualified—	
during first three months of experience	2 15 0
during second three months of experience	2 16 6
Grade II employee, qualified	2 10 9
Grade II employee, unqualified—	
during first three months of experience	2 10 9
Grade III employee, male	2 5 0
Grade III employee, female	1 19 3
Grade IV employee, male	2 5 3
Grade IV employee, female	1 16 9

Per week.
£ s. d.

Motorvoertuigdrywer	4 10 0
Stoorman	4 1 0
Wag	2 16 6
Opsigter, manlik	4 1 0
Opsigter, vroulik	3 0 6
Ketelbediener	2 11 3

Los werknemer: Een-vyfde van die weekloon vir elke dag of gedeelte van 'n dag ooreenkomstig die klas werk wat verrig is.

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

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

(4) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse en behoudens soos bepaal in subklousule (5) hiervan en klousule 5 (3), moet 'n werknemer ten opsigte van 'n week minstens die volle besoldiging betaal word wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone ure wat in klousule 8 (1) voorgeskryf is, of minder gewerk het.

(5) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig, waarvoor of—

- (a) 'n hoër besoldiging as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat eindig op 'n hoër besoldiging as dié vir sy eie klas;

in hierdie Ooreenkoms voorgeskryf word, moet daardie werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, soos volg besoldig:—

- (i) In die geval genoem in paragraaf (a), een-vyfde van die weeklikse skaal van sodanige hoër besoldiging;
- (ii) in die geval genoem in paragraaf (b), een-vyfde van die weeklikse besoldiging wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf is, plus 20 persent;

met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom gebaseer is, die bepaling 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 sodanige loon bereken word teen die skaal van 4½ maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

5. BETALING VAN BESOLDIGING.

(1) Behoudens die bepaling van klousule 11 (3) van hierdie Ooreenkoms, moet lone en lewenskostetoelae en ander bedrae wat aan 'n werknemer verskuldig is, weekliks in kontant betaal word en nie later as vyftien minute nadat 'n werknemer vir die dag met sy werk ophou nie, op Donderdag of Vrydag, na gelang van die gewone betaaldag van die betrokke inrigting. Alle bedrae wat aan hom verskuldig is, moet onmiddellik by sodanige beëindiging betaal word; en voorts met dien verstande dat as 'n werknemer korttyd werk en van hom vereis word om 'n spesiale rit na sy werkplek af te lê ten einde sy/haar loon te gaan haal, die reiskoste na en van die werkplek af aan sodanige werknemer terugbetaal moet word.

(2) Lone en ander bedrae moet betaal word in verseëelde koevertes of ander geskikte houers wat in elke geval vergesel moet gaan van 'n skriftelike verklaring, of op 'n kovert gedruk of, indien nodig, geplaas in enige ander houer wat gebruik word; dit moet deur die werknemer gehou word en onderstaande moet daarvoor voorkom:—

- (a) Die bedrag van die basisloon van die werknemer;
- (b) die bedrag van die lewenskostetoelae van die werknemer;
- (c) die week of maand waarvoor betaling geskied;
- (d) die gewone tyd en oortyd in daardie week of maand gewerk;
- (e) die naam van die werknemer;
- (f) die naam van die werkgewer;
- (g) die betaling verskuldig ten opsigte van die gewone tyd en die oortyd gewerk;
- (h) bykomende bedrae betaal (bv. bonusse, verlofbesoldiging, ens.);
- (i) besonderhede van aftrekkings deur die werkgewer gedoen;
- (j) die werklike bedrag aan die werknemer betaal.

(3) *Boetes en aftrekkings*.—Geen bedrae van enige aard mag afgetrek word van die bedrae wat aan 'n werknemer verskuldig is nie, uitgesonderd die volgende:—

- (a) Uitgesonderd waar andersins in die Ooreenkoms bepaal, 'n aftrekking, wanneer 'n werknemer nie werk nie, in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat sodanige werknemer ten tye daarvan ten opsigte van sy gewone werkure ontvang het;

Per Week.
£ s. d.

Motor vehicle driver	4 10 0
Storeman	4 1 0
Watchman	2 16 6
Supervisor, male	4 1 0
Supervisor, female	3 0 6
Boiler attendant	2 11 3

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

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

(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 (3) 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, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 8. (1) or less.

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

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

is prescribed in this Agreement shall pay to such employee in respect of the whole day on which he performs such work—

- (i) in the case referred to in paragraph (a), one-fifth of the weekly rate of such higher remuneration;
- (ii) in the case referred to in paragraph (b), one-fifth of the weekly remuneration prescribed in this agreement for an employee of his class plus 20 per cent;

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

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

5. PAYMENT OF REMUNERATION.

(1) Subject to the provisions of clause 11 (3) of this Agreement wages and cost of living allowance and other amounts due to an employee shall be paid in cash weekly and not later than 15 minutes after an employee finishes work for the day, on Thursday or Friday, whichever is the ordinary pay day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination; and provided further that when an employee is working short time, and is required to make a special journey to the place of employment to collect his/her wages, such employee shall be reimbursed the amount of money spent on travelling to and from the place of employment.

(2) Wages and other amounts shall be paid in sealed envelopes or other suitable containers and shall be accompanied in each case by a written statement, either imprinted on an envelope or placed where necessary in any other container used, which shall be retained by the employee and shall show—

- (a) the amount of the basic wage of the employee;
- (b) the amount of the cost of living allowance of the employee;
- (c) the week or month for which payment is being made;
- (d) the ordinary time and overtime worked in that week or month;
- (e) the name of employee;
- (f) the name of the employer;
- (g) the payment due in respect of the ordinary time and of the overtime worked;
- (h) additional amounts paid (e.g. bonuses, holiday pay, etc.);
- (i) details of the deductions made by the employer;
- (j) the actual amount paid to the employee.

(3) *Fines and Deductions*.—No deductions of any description shall be made from the amounts due to an employee other than—

- (a) except where otherwise provided for in the agreement, whenever an employee is not at work, a deduction proportionate to the period of 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;

- (b) wanneer die gewone werkure, voorgeskryf in klousule 8 (1), vanweë korttyd verminder word, 'n aftrekking ten opsigte van elke uur of gedeelte van 'n uur van sodanige vermindering, van die werknemer se weekloon gedeel deur 46; met dien verstande dat geen aftrekking mag geskied nie—
- in die geval van korttyd wat veroorsaak word deur 'n tydelike slapte in die bedryf of tekort aan grondstowwe of aan vervoer, tensy die werkgever sy werknemer minstens vier uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - in die geval van korttyd wat ontstaan vanweë ongunstige weersgesteldheid ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie;
- (c) met die skriftelike toestemming van die werknemers, aftrekkings gemaak deur 'n werkgever vir verlof, versekerings-, voorsorgs- of pensioenfonds, en vir bydraes tot die fondse van die vakvereniging;
- (d) bydraes tot die mediese hulpvereniging genoem in klousule 10 (1);
- (e) indien geen werk vir werknemers vanweë 'n onklaarraking van masjinerie beskikbaar is nie, 'n aftrekking van sodanige werknemers se loon vir slegs die tyd bo een uur wat verloor is;
- (f) 'n aftrekking van die bedrag wat 'n werkgever kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om te maak.

6. KORTTYD.

- (1) Wanneer die voorneme bestaan om korttyd in enige week in te voer, moet 'n kennisgewing wat daardie feit en die aanvangsdatum van sodanige voorneme vermeld, op 'n opvallende plek in die betrokke inrigting nie later as 4 nm. op die dag voor die datum genoem in die kennisgewing, opgeplak word nie.
- (2) As korttyd op enige dag in enige inrigting ingevoer is, moet 'n werknemer vir minstens die oggendwerktydperk van sodanige dag in diens geneem word, of sy loon en lewenskostetoelae in plaas daarvan betaal word, tensy hy voor daardie dag kennis ontvang het dat sy dienste op sodanige dag nie nodig sal wees nie.
- (3) As korttyd in enige inrigting gewerk word, moet die werk so gelyk doenlik onder die werknemers in elkeen van die betrokke afdelings of departemente verdeel word.

7. STUKWERK.

- (1) 'n Werknemer wat stukwerk vir enige tydperk verrig, moet die volle bedrag betaal word wat deur hom verdien word kragtens stukwerkskale waarvoor hy en sy werkgever ooreengekom het; met dien verstande dat, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer ten opsigte van daardie tydperk minstens die besoldiging betaal moet word wat aan hom betaalbaar sou gewees het indien hy gedurende sodanige tydperk as 'n tydwerker in diens was.
- (2) 'n Werkgever wie se werknemers stukwerk verrig, word nie toegelaat om die stukwerkstelsel te staak nie, tensy hy aan sy werknemers minstens twee weke kennis gegee het van sy voorneme om dit te doen.
- (3) 'n Werkgever moet op 'n opvallende plek in sy inrigting 'n lys van die stukwerkskale wat in subklousule (1) genoem word, aangeplak hou en hy mag nie sodanige kale wysig nie, tensy hy sy werknemers en die Food Canning Workers' Union minstens twee weke kennis van die voorgename verandering gegee het.

8. GEWONE WERKURE.

- (1) Behoudens die bepalings van subklousule (7), mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om soos volg te werk nie:—
- Langer as 46 (ses-en-veertig) uur, uitgesonderd etensonderbrekings, in enige week;
 - langer as vyf dae in enige week van Maandag tot en met Vrydag;
 - langer as 9½ uur op enige dag.
- (2) *Eiensonderbrekings.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen op enige dag te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en daardie pouse mag nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—
- indien sodanige onderbreking langer as een uur duur, enige tydperk bo 1½ uur, na gelang van die geval, as deel van die gewone werkure of oortyd gereken moet word;
 - werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken moet word.
- (3) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers wat in of by sy fabriek werk, uitgesonderd 'n motorvoertuigdrywer, 'n ruspouse toestaan van minstens 10 minute so na as doenlik aan—
- die middel van elke eerste werktyd op 'n dag;
 - die middel van elke tweede werktyd op 'n dag indien sodanige tydperk langer as drie uur duur;
- waarin die werknemer nie verplig of toegelaat mag word om te werk nie en sodanige pouse moet as deel van die gewone werkure gereken word.
- (4) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousules (2) en (3), moet alle werkure aaneenlopend wees.

- (b) whenever the ordinary hours of work prescribed in clause 8 (1) are reduced on account of short-time, a deduction in respect of each hour or part of an hour of such reduction of the employee's weekly wage divided by forty-six; provided that no deduction shall be made—
- in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than four hours notice of his intention so to reduce the ordinary hours of work;
 - in the case of short-time arising out of the vagaries of weather 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;
- (c) with the written consent of the employees, deductions may be made by an employer for holiday, insurance, provident or pension funds, and for contributions to the funds of the trade union;
- (d) contribution to the medical aid society such as referred to in clause 10 (1);
- (e) where no work is available for employees owing to a breakdown of machinery, a deduction from the wages of such employees for the time lost in excess of one hour only;
- (f) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

6. SHORT TIME.

- (1) When it is intended to introduce short time in any one week, a notice stating that fact and the date from which it is so intended, shall be displayed prominently in the establishment concerned not later than 4 p.m. on the day before the date mentioned in the notice.
- (2) Where short time has been introduced in any establishment on any day an employee shall, unless he has prior to such day received notice that his services will not be required on that day, be employed for at least the morning work period for such day, or be paid wages and a cost of living allowance in lieu thereof.
- (3) Where short time is being worked in any establishment the work shall be distributed as evenly as possible among the employees in each of the sections or departments concerned.

7. PIECE WORK.

- (1) An employee employed on piece work for any period shall be paid the full amount earned by him under the piece work rates agreed upon between himself and his employer; provided that, irrespective of the amount of piece work performed, such employee shall, in respect of such period be paid not less than the remuneration which would have been payable to him had he been employed as a time worker during such period.
- (2) An employer whose employees are engaged on piece work shall not be permitted to discontinue the piece-work system unless he has given at least two weeks' notice to his employees of his intention to do so.
- (3) 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 alter such rates unless he has given his employees and the Food and Canning Workers' Union not less than two weeks' notice of the proposed alteration.

8. ORDINARY HOURS OF WORK.

- (1) Subject to the provisions of sub-clause (7) an employer shall not require or permit an employee—
- to work for more than 46 (forty-six) hours, excluding meal times, in any one week;
 - to work on more than five days in any one week from Monday to Friday, inclusive;
 - to work for more than nine and a quarter hours in any one day.
- (2) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day 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—
- such interval, if it be longer than one hour, any period in excess of an hour and a quarter shall be deemed to be part of the ordinary hours of work or overtime as the case may be;
 - periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.
- (3) *Rest Intervals.*—An employer shall grant to each of his employees, employed in or about his establishment other than a motor vehicle driver, a rest interval of not less than 10 minutes at as practicable—
- the middle of each first work period in a day;
 - the middle of each second work period in a day, where such period is longer than three hours;
- 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.
- (4) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (2) and (3), all hours of work shall be consecutive.

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

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

(7) *Vroulike werknemers*.—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:—

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

(f) geen werknemer mag op staande voet ontslaan of in enige opsig in sy diens benadeel word vanweë sy weiering om oortyd sonder raadpleging van die Vakvereniging te werk nie.

(8) *Besoldiging vir oortyd*.—Besoldiging vir oortyd moet teen onderstaande minimum skaal geskied:—

Tien 1½ maal die uurloon vir elke uur of gedeelte van 'n uur aldus op weekdae en Sondae gewerk; met dien verstande dat die basis wat vir die werknemer die gunstigste is, aanvaar moet word indien oortyd op 'n daaglikse basis bereken, verskil van dié wat op 'n weeklikse basis bereken word.

(9) *Voorbehoude*.—Die bepalings van hierdie klousule is nie op 'n wag van toepassing nie, en die bepalings van subklousules (2), (3), (4) en (6) 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.

9. JAARLIKSE VERLOF.

(1) Behoudens van die bepalings van subklousule (2), moet 'n werkgewer 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 besoldiging teen die skaal van besoldiging wat hy ontvang het onmiddellik voordat hy op verlof gaan.

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

- (a) as die verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het;
- (b) die tydperk van sodanige verlof nie mag saamval met siekteverlof wat ingevolge klousule 10 toegestaan is, ook nie met 'n tydperk wanneer die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie;
- (c) as Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elkeen van dié dae by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (d) 'n werkgewer elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle besoldiging aan hom toegestaan is, van die tydperk van verlof kan aftrek;
- (e) 'n werkgewer en sy werknemer skriftelik kan ooreenkom dat jaarlikse verlof oor 'n tydperk van diens van hoogstens twee agtereenvolgende jare mag oploop.

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

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

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

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

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

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

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than 5 days in any week;
- (c) to work overtime for more than two hours on any working day or for more than three consecutive days;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee;
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee two shillings and a sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence;

(f) no employee shall be instantly dismissed or in any way be prejudiced in his employment by reason of his refusal to work overtime, without prior consultation with the trade union.

(8) *Payment for Overtime*.—Payment for overtime worked shall be made at the following minimum rate:—

At one hand a half times the hourly wage for each hour or part of an hour so worked on weekdays and Saturdays; provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(9) *Savings*.—The provisions of this clause shall not apply to a watchman and the provisions of sub-clauses (2), (3), (4) and (6) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

9. 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 fixed by the employer; provided that—

- (a) 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;
- (b) the period of such leave shall not be concurrent with sick leave granted in terms of clause 10, nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (c) 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;
- (d) 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;
- (e) an employer and his employee may in writing agree that annual leave be accumulated over a period of employment of not more than two consecutive years.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) be paid not later than the last work day before 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 occurred, 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 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 termination, be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

(6) Vir die toepassing 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 werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 10 afwesig is;

wat altesame hoogstens tien weke in ’n jaar bedra en beskou word om te begin—

- (i) in die geval van ’n werknemer wat op verlof kragtens enige wet geregtig geword het voordat hierdie Ooreenkoms van krag geword het, van die datum af waarop die werknemer laas op verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van ’n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie ’n wet, wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ingevolge die bepalings daarvan op verlof geregtig geword het nie, van die datum af waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop hy by sy werkgever in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het, met dien verstande dat, as die tydperk van ’n werknemer se opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as 30 dae in ’n jaar is, die tydperk van tien weke verminder moet word met ’n tydperk wat gelyk is aan die tydperk wat die opleiding minder as 30 dae is.

10. SIEKTEVERLOF.

(1) ’n Werkgever moet sy werknemer wat, nadat hy een maand by hom in diens was, van sy werk afwesig is weens siekte of ongeluk, uitgesonderd ’n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, of ’n ongeluk wat deur sy eie wangedrag veroorsaak is, as volg betaal:—

- (a) In die geval van ’n werknemer wat ’n vyfdaagse week werk, 10 werkdag siekteverlof met volle besoldiging, of anders 25 werkdag siekteverlof met halfbesoldiging;
- (b) in die geval van ’n wag wat ’n sewedaagse week werk, 14 werkdag siekteverlof met volle besoldiging, of anders 35 werkdag siekteverlof met halfbesoldiging;

altesame gedurende enige diensjaar by hom, en hy moet hom ten opsigte van die tydperk van afwesigheid ingevolge die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het, of as die werkgever verkies het om die ander stelsel ingevolge bogenoemde bepaling toe te pas, minstens helfte van die loon wat die werknemer sou ontvang het as hy gedurende die tydperk gewerk het; met dien verstande dat die werkgever kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op besoldiging gemaak word, ’n sertifikaat getoon word wat deur ’n geregistreerde praktisyn geteken is en wat die aard en duur van die werknemer se siekte meld ten opsigte van iedere afwesigheid waarvoor besoldiging 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 voorsorgfonds in ’n fabriek bestaan of gestig gaan word, waartoe die werkgever ten opsigte van elkeen van sy werknemers ’n bedrag bydra van minstens die bedrag wat deur elkeen van die werknemers betaal word of betaalbaar is, en uit welke fonds ’n werknemer ingeval van afwesigheid of afwesigheid van werk weens siekte of ongeluk (uitgesonderd ’n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is), in enige enkele 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.

Binne ’n tydperk van vier weke van die datum af waarop hierdie Ooreenkoms bindend verklaar is, moet die werkgever kies of hy ten opsigte van al sy werknemers verlang om die hoofbepalings of die alternatiewe bepalings van subartikels (a) en (b) na te kom, en moet sy werknemers binne die genoemde tydperk kennis gee van sy keuse en die datum daarvan deur vertoning van ’n kennisgewing op ’n opvallende plek in sy inrigting, enskriftelik aan die Afdelingsinspekteur van Arbeid, Kaapstad, en aan die Sekretaris van die Food and Canning Workers’ Union, Kaapstad; en van die datum af wanneer aldus kennis gegee is, moet die hoofbepalings of, na gelang van die geval, die alternatiewe bepalings op die inrigting toegepas word. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, en die datum van die werkgever se keuse, soos reeds genoem, moet die hoofbepalings van die genoemde subartikels op die werkgever en al sy werknemers van toepassing wees. As die werkgever in gebreke bly om sodanige keuse binne die reeds genoemde tydperk te doen, moet die hoofbepalings steeds van toepassing wees.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 9 (6).

11. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—’n Werknemer is geregtig op verlof (met volle besoldiging) wat aan hom toegestaan moet word op Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag; met dien verstande dat van ’n werknemer vereis kan word om op enige sodanige dag te werk.

(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 S.A. Defence Act, 1912;
- (c) absent from work on the instruction of or at the request of his employer; or
- (d) absent on sick leave in terms of clause 10;

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

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof from the date on which such employment commenced;
- (iii) in the case of any other employee from the date on which such employee entered his employer’s service or from the date of coming into force of this Agreement, whichever is the later; provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days, the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

10. SICK LEAVE.

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

- (a) in the case of an employee who works a five-day week, ten work days’ sick leave on full pay or, alternatively, twenty-five work days’ sick leave on half pay;
- (b) in the case of a watchman who works a seven-day week, fourteen work days’ sick leave on full pay or, alternatively, thirty-five work days’ sick leave on half pay;

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

The employer shall within a period of four weeks from the date on which this Agreement is declared binding by the Minister, elect whether he shall observe in respect of all his employees the main or alternative provisions of sub-sections (a) and (b) and shall within the said period notify his election and the date thereof to his employees by notice posted up in a conspicuous place in his establishment and the Divisional Inspector of Labour, Cape Town, and the Secretary, Food and Canning Workers’ Union, Cape Town, in writing, and, as from the date so notified the main (or alternative) provisions, as the case may be, shall apply to such establishment. During the period between the date on which this Agreement is declared binding by the Minister and the date of election by the employer as aforesaid the main provisions of the said sub-sections shall apply to such employer and all his employees. If the employer fails to make such election within the aforesaid period the said main provisions shall continue to apply.

(2) For the purpose of this clause the expression “employment” shall have the same meaning as in clause 9 (6).

11. 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) As enigeen van hierdie vakansiedae waarop 'n werknemer op besoldiging geregtig is, op 'n Sondag val, moet 'n volle dag-loon met lewenskostetoelae ten opsigte van sodanige dag aan die werknemers betaal word.

(3) *Besoldiging vir werk op Sondae en openbare vakansiedae.*—Indien 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag of 'n openbare vakansiedag werk, moet sy werkgever hom—

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

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

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

12. GETALLEVERHOUDING.

'n Werkgever moet op elke skof 'n gekwalifiseerde graad II-werknemer in diens hê voordat hy 'n ongekwalifiseerde graad II-werknemer in diens mag neem, en hy moet minstens een gekwalifiseerde graad II-werknemer in diens hê vir elke twee ongekwalifiseerde graad II-werknemers in sy diens.

13. OORPAKKE, BESKERMENDE KLERE EN TAFELGEREEDSKAP.

(1) 'n Werkgever moet alle oorpakke en/of beskermende klere of snygereedskap wat hy van sy werknemer mag vereis om te dra of te gebruik, of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in 'n goeie toestand hou, en hy moet die oorpakke of beskermende klere op eie koste was en stryk, of laat was en stryk, of aan sy werknemer in plaas van die was- en strykdienste te gelyk met die betaling van sy besoldiging, 1s. per week betaal, en nagwagte van waterdigte klere voorsien.

(2) Alle uniforms, oorpakke, beskermende klere en snygereedskap wat kragtens hierdie klousule verskaf word, bly die eiendom van die werkgever en mag nie van die inrigting waar die werknemer werk, verwyder word nie, uitgesonderd op magtiging van die werkgever.

14. VAKVERENIGINGGERIEWE.

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

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

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

(3) *Aftrekorder.*—'n Werkgever moet, na ontvangs van 'n skriftelike versoek van enige werknemer, van die besoldiging van sodanige werknemer die bydraes wat aan die Food and Canning Workers' Union verskuldig is, aftrek en die volle bedrag van sodanige aftrekkings aan die Food and Canning Workers' Union waarvan die werknemer 'n lid is, betaal.

15. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

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

16. DIENSSERTIFIKAAT.

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

17. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week kennis gee dat hy van plan is om sy dienskontrak te beëindig, of hy moet in plaas daarvan minstens die weekloon wat 'n werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal of verbeur; met dien verstande dat dit nie inbreuk op die volgende maak nie:—

- (a) Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing te beëindig weens enige oorsaak wat welik as voldoende erken word;
- (b) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer, wat voorsiening maak vir 'n tydperk van wedersydse kennisgewing van gelyke duur van langer as een week.

(2) When anyone of these paid holidays falls on a Saturday or a Sunday the employees shall be paid a full day's wage plus cost of living allowance in respect of such day.

(3) *Payment for Work on Sundays and Public Holidays.*—Whenever an employee other than a casual employee, works on a Sunday or Public Holiday, 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 him for each hour or part of an hour so worked not less than one and one-half times his ordinary wage in respect of the total period worked on such Sunday or public holiday and shall grant to him within 7 days of such Sunday or public holiday, one day's holiday and pay him in respect thereof at a rate not less than his weekly wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

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

12. PROPORTION OR RATIO.

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

13. 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 1s. per week at the same time as he pays his remuneration, and provide waterproof clothing for night watchmen.

(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.

14. TRADE UNION FACILITIES.

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

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) distributing notices calling meetings by the trade union;
- (d) collecting members' contributions to the trade union.

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

(3) *Stop Order.*—An employer shall on written request from any employee deduct from such employee's remuneration the subscriptions of such employee due to the Food and Canning Workers' Union and shall pay the full amount of such deductions to the Food and Canning Workers' Union of which the employee is a member.

15. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER 15 YEARS.

An employer shall not employ any person under the age of 15 years.

16. CERTIFICATE OF SERVICE.

An employer shall, upon termination of contract 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, date of commencement and termination of contract of service, and the rate of remuneration at the date of such termination.

17. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than one week's notice of his intention to terminate the contract of employment, or shall pay or forfeit in lieu thereof, not less than the weekly wage which the employee was receiving immediately prior to the date of such termination; provided that this shall not affect—

- (a) the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (b) any written agreement between an employer and his employee which provided for a period of notice of equal duration on both sides and for longer than one 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 in verhouding wees tot die tydperk van opsegging waaroor ooreengekom is.

(3) Die opsegging genoem in subklousule (1), begin op die dag waarop dit gegee word; met dien verstande dat die opsegging nie mag saamval met, of nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 9, of met siekteverlof ingevolge klousule 10 nie.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale in die vorm wat in die regulasies ingevolge die Wet voorgeskryf is, in sy inrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

Op hede die 14de dag van Februarie 1955 in Kaapstad onder-teken.

P. J. L. WESSELS, *Voorsitter.*

P. J. DUDLEY,
Behoorlik Gemagtigde Verteenwoordiger
(Werkgewers).

J. R. ALTMAN,
Behoorlik Gemagtigde Verteenwoordiger
(Werknemers).

PHIL FERREIRA, *Sekretaris.*

Getuies:—

1. J. DU P. MARAIS.
2. C. P. TALJAARD.

* No. 1624.] [12 Augustus 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

NYWERHEID VIR DIE INMAAK VAN VOEDSEL.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Inmaak van Voedsel, gepubliseer by Goewerments-kennisgewing No. 1623 van 12 Augustus 1955, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1), the payment of 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 9 or sick leave in terms of clause 10.

18. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

Signed at Cape Town this fourteenth day of February, 1955.

P. J. L. WESSELS, *Chairman.*

P. J. DUDLEY,
Duly Authorised Representative (Employers).

J. R. ALTMAN,
Duly Authorised Representative (Employees).

PHIL FERREIRA, *Secretary.*

Witnesses:

1. J. DU P. MARAIS.
2. C. P. TALJAARD.

* No. 1624.] [12 August 1955.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FOOD PACKING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Food Packing Industry, published under Government Notice No. 1623 of the 12th August, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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