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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR

No. 1095.] [24 November 1961.
INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

FOOD PACKING INDUSTRY, CAPE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN Deputy Minister of Labour, do hereby in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Food Packing Industry, Cape, shall be binding from the second Monday after the date of publication of this notice and for the period ending 28th February, 1963, upon the employer and the employees of that employer who entered into the said Agreement.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into between

Noleen Adams, Charlotte Alexander, Maud Alexander, Christina Bosch, Shirley Bredenkamp, Linde Breda, Katie Brento, Miriam Brenton, Gava Cassiem, Mona Daniels, Lyla de Jongh, Valerie de Wet, Mary Dicks, Edna Duckitt, Elizabeth Fick, Sheila Fischer, Andrew Frantz, Dinah Herman, Asa Karriem, Betty Gevlaar, Ivy Gordon, Sukeina Johnson, Mina Marthese, Rebekha Marthese, Ragmat Marthese, Rugaya Meyer, Saklena Moesaval, Wadia Moesaval, Verna Otto, Maggie Pandela, Fatima Petersen, Petronella Petersen, Maria Prins, Diana Richards, Fatima Salaam, Rubuyah Salaam, Abduoozaak Samaai, Iris Sauls, Gabiba Shaboodien, Sophia Standard, Janap Stenefeldt, Maggie Taylor, Francis van der Rheeder, Frans van Kriel, Asa Williams, Gafsa Williams, Galima Williams, Rebecca Williams, Galima Wittle,

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

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

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed by the employer and employees in the Food Packing Industry in the Magisterial District of the Cape, by the employer and the employees who entered into the said Agreement and for whom wages are prescribed in Clause 4 (1) hereof.

A-2007072

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1095.] [24 November 1961.
WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

VOEDSELVERPAKKINGSBEDRYF, KAAP.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Voedselverpakkingsbedryf, Kaap, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1963 eindig, bindend is vir die werkgever en die werknemers van daardie werkgever wat genoemde Ooreenkoms aangegaan het.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE VOEDSELVERPAKKINGSNYWERHEID—KAAP.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen—

Noleen Adams, Charlotte Alexander, Maud Alexander, Christina Bosch, Shirley Bredenkamp, Linde Breda, Katie Brento, Miriam Brenton, Gava Cassiem, Mona Daniels, Lyla de Jongh, Valerie de Wet, Mary Dicks, Edna Duckitt, Elizabeth Fick, Sheila Fischer, Andrew Frantz, Dinah Herman, Asa Karriem, Betty Gevlaar, Ivy Gordon, Sukeina Johnson, Mina Marthese, Rebekha Marthese, Ragmat Marthese, Rugaya Meyer, Saklena Moesaval, Wadia Moesaval, Verna Otto, Maggie Pandela, Fatima Petersen, Petronella Petersen, Maria Prins, Diana Richards, Fatima Salaam, Rubuyah Salaam, Abduoozaak Samaai, Iris Sauls, Gabiba Shaboodien, Sophia Standard, Janap Stenefeldt, Maggie Taylor, Francis van der Rheeder, Frans van Kriel, Asa Williams, Gafsa Williams, Galima Williams, Rebecca Williams, Galima Wittle,

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

Frosted Foods Co. (Pty.), Ltd., De Kortestraat 31, Kaapstad, aan die ander kant (hieronder die „werkgever” genoem).

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur die werkgever en werknemers in die Voedselverpakkingsnywerheid in die landdrosdistrik die Kaap, deur die werkgever en die werknemers wat genoemde Ooreenkoms aangegaan het en vir wie lene in klousule 4 (1) hiervan voorgeskryf word.

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, 1956, and shall remain in force until 28th February, 1963, 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, 1956, 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 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 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 piece-work 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 six months' experience;

“factory clerk, unqualified,” means a factory clerk who has had less than six months' 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;

“grade I employee, qualified,” means a grade I employee who has had not less than three months' experience;

“grade I employee, unqualified,” means a grade I employee who has had less than three 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;

2. GELDIGHEIDSTERMYN.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ooreenkomstig die bepalinge van die Wet op Nywerheidsversoening vasstel en bly van krag tot op 28 Februarie 1963 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die sinsverband, beteken—

„keteloppasser” 'n werknemer wat die waterstand en stoomdruk in 'n ketel instand hou en wat sodanige ketel mag stook;

„loswerknemer” 'n werknemer wat deur dieselfde werkgewer op hoogstens drie dae in 'n week in diens geneem word;

„ondervoorman” 'n werknemer wat onder die toesig van 'n toesighouer aan die hoof staan van 'n groep graad IV-werknemers;

„versendingsklerk” 'n werknemer wat klerklike werk verrig, wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die verpakking, weeg, en/of bymekaarmaak van sodanige goedere, die nagaan van pakkies en die werk en adressering daarvan;

„ondervinding” in verband met 'n fabrieksklerk, 'n graad I-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke wat sodanige werknemer onderskeidelik as 'n fabrieksklerk, 'n graad I-werknemer of 'n graad II-werknemer in die Voedselverpakkingsnywerheid werksaam was;

„fabriek” 'n bedryfsinrigting waarin drie of meer persone in diens geneem is vir die verrigting van die werksaamhede genoem in paragrawe (a) en (b) van die omskrywing van „Voedselverpakkingsnywerheid” of persele waarop minder as drie persone aldus in diens geneem is, as meganiese krag, uitgesonderd dié vir gewone verligtingsdoeleindes, vir genoemde werksaamhede gebruik word;

„fabrieksklerk” 'n werknemer wat een of meer van die volgende pligte verrig:—

- Etiket uitreik en aanteken;
- bestellings bymekaarmaak;
- die hoeveelheid en/of gewig van goedere wat verbruik is, aanteken;
- goedere weeg;
- aantekening hou van die tye deur werknemers gewerk;
- stukwerkverdiensde aanteken;

en wat in die algemeen 'n pakhuisman of versendingsklerk behulpsaam mag wees, en omvat dit ook 'n werknemer wat verantwoordelik is vir die ontvangs en nagaan van goedere en die aantekening en aflaai van sodanige goedere;

„fabrieksklerk, gekwalifiseer,” 'n fabrieksklerk wat minstens ses maande ondervinding het;

„fabrieksklerk, ongekwalifiseer,” 'n fabrieksklerk wat minder as ses maande ondervinding het;

„fabrieksvoorman” 'n werknemer wat aan die hoof staan van alle werknemers in 'n fabriek en wat beheer oor sodanige werknemers uitoefen en verantwoordelik is vir die doeltreffende uitvoering, deur hulle, van hul pligte;

„stoker” 'n werknemer wat vure in ketels maak of in stand hou en ook stook-, stookbeitel- en stoothaakwerk verrig;

„Voedselverpakkingsnywerheid” die nywerheid waarin 'n werkgewer en sy werknemers in 'n fabriek met mekaar geassosieer is vir die bereiding (vir verkoop), deur middel van bevroingsprosesse, van—

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

en omvat dit ook alle werksaamhede wat daarmee in verband staan of daaruit voortvloei en wat deur sodanige werkgewer en sy werknemers verrig word;

„graad I-werknemer” 'n werknemer wat 'n outomatiese pakkettoedraaimasjien bedien en/of daarmee werk;

„graad I-werknemer, gekwalifiseer,” 'n graad I-werknemer wat minstens drie maande ondervinding het;

„graad I-werknemer, ongekwalifiseer,” 'n graad I-werknemer wat minder as drie maande ondervinding het;

„graad II-werknemer” 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:—

- (a) Boontjiesnymasjien;
- (b) vrugte-opsnymasjien;
- (c) hitteseëlmasjien met handbediening;
- (d) pakkettoedraaimasjien met handbediening;
- (e) etikettering met die hand;
- (f) die weeg van pakkies;

„graad III-werknemer” 'n werknemer wat een of meer van die volgende beroepe beoefen of in een of meer van die volgende hoedanighede werksaam is:—

- (a) Stoker;
- (b) versuikering van pakkies;
- (c) verpakking in sellofaanpakkies;
- (d) olie en smeer van ander voertuie as motorvoertuie;

"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;

"grade IV female employee, qualified," means a grade IV female employee who has had not less than three months' experience;

"grade IV female employee, unqualified," means a grade IV female employee who has had less than three months' experience;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-section (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"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 an 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 department 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;

"unladen weight" means the weight of any motor vehicle as expressed in a licence or certificate issued in respect of such motor vehicle by any authority empowered by law to issue licences in respect of motor vehicles;

"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 4 (1), or when an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

"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:—

	R c
Chargehand	5 05
Despatch clerk	6 35
Factory clerk, qualified	7 00
Factory clerk, unqualified, during first six months of experience	5 02½
Grade I employee, qualified	7 02½
Grade I employee, unqualified, during first three months of experience	6 15
Grade II employee	5 40
Grade III employee, male	4 10
Grade III employee, female	3 92½

"graad IV-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig of wat in een of meer van die volgende hoedanighede werksaam is:—

- (a) Persede, voertuie, gereedskap, meubels, gerei, implemente 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 deur middel van 'n fiets, driewiel of handaangedrewe voertuig afluier;
- (d) artikels of ander beweegbare goedere oplaai, aflaai, oplig, dra, verwyder of oppak;
- (e) hulp verleen op afleweringvoertuie uitgesonderd die verrigting van bestuur- of herstelwerk;
- (f) deure, vensters, boligte, dose, sakke, balle, dromme of ander pakke oopmaak, verseel of toemaak;
- (g) artikels wat ewe groot en eenders in getal is, in houers verpak wat spesiaal gemaak is om sodanige artikels te bevat;
- (h) geriffelde veselbord- of dergelike houers met die hand uitpak of oopmaak en klaargemaakte houers fatsoeneer;
- (i) vrugte en/of groente met die hand of deur middel van 'n handmasjien was, sorteer, skil, skoonmaak, in skywe sny, uithol, afskil, ontkern of sny met die doel om dit te bevries;
- (j) rantsoene gaarmaak, tee of dergelike drank berei;

"graad IV-werknemer (vrou), gekwalifiseer," 'n graad IV-werknemer (vrou) wat minstens drie maande ondervinding het;

"graad IV-werknemer (vrou), ongekwalifiseer," 'n graad IV-werknemer (vrou) wat minder as drie maande ondervinding het;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge die bepalings van artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan maar omvat dit nie opleiding wat hy ooreenkomstig die bepalings van artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan en ook geen ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n stapeltrokkendrywer en/of -bediener of 'n fabriekstrokkendrywer, wat in diens geneem is vir die bestuur van 'n motorvoertuig, en vir die doel van hierdie omskrywing sluit die uitdrukking "die bestuur van 'n motorvoertuig" ook alle tydperke in waarin daar bestuur word en alle tyd wat die bestuurder bestee aan werk wat in verband staan met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te bestuur;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid of opbrengs van die werk wat gedoen is;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe, slegte weer of 'n algemene onklaarraking van uitrusting of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand;

"pakhuisman" 'n werknemer wat oor die algemeen toesig het oor voorrade of vervaardigde produkte en wat verantwoordelik is vir die ontvangs, berging, verpakking of uitpak van goedere in 'n pakhuis of skuur en/of vir die aflewering van goedere, uit 'n pakhuis of skuur, aan die verbruiksafdeling in 'n fabriek of vir versending;

"opsigter" 'n werknemer, uitgesonderd 'n fabrieksvorman, wat toesig hou oor 'n groep of span graad II-, graad III- of graad IV-werknemers of ondervoormanne of fabrieksklerke; "onbelaste gewig" die gewig van 'n motorvoertuig soos weergegee in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig uitgereik is deur 'n owerheid wat wetlik bevoeg is om lisensies ten opsigte van motorvoertuie uit te reik;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkeure soos voorgeskryf in klousule 4 (1), of, wanneer 'n werkgewer gereeld aan 'n werknemer ten opsigte van sodanige gewone werkeure 'n hoër bedrag betaal as die bedrag aldus voorgeskryf, sodanige hoër bedrag;

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

(2) By die indeling van 'n werknemer vir die doeleindes van hierdie Ooreenkoms, word hy geag in daardie klas te wees waarin hy geheel en al of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) Die minimum weekloon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers moet betaal, is soos volg:—

	R c
Ondervoorman	5 05
Versendingsklerk	6 35
Fabrieksklerk, gekwalifiseer	7 00
Fabrieksklerk, ongekwalifiseer, gedurende eerste ses maande ondervinding	5 02½
Graad I-werknemer, gekwalifiseer	7 02½
Graad I-werknemer, ongekwalifiseer, gedurende eerste drie maande ondervinding	6 15
Graad II-werknemer	5 40
Graad III-werknemer (man)	4 10
Graad III-werknemer (vrou)	3 92½

	R	c
Grade IV employee, male	4	52½
Grade IV employee, female, qualified	3	92½
Grade IV employee, female, unqualified, during first three months of experience	3	67½
Driver of a motor vehicle, the unladen weight of which—		
(i) does not exceed 6,000 lb.	8	50
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.	10	50
(iii) exceeds 10,000 lb.	14	00
Storeman	8	10
Watchman	5	65
Supervisor, male	8	10
Supervisor, female	6	05
Boiler attendant	5	12½
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.*—(a) In addition to the remuneration prescribed in clause 4 (1) an employee shall be entitled to and shall be paid a cost of living allowance of not less than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time, or in terms of any subsequent measure providing for cost of living allowances payable in respect of the Industry, as defined.

(b) In addition to the Cost of Living Allowance prescribed in paragraph (a) of this sub-clause, a further weekly Cost of Living Allowance as set out hereunder shall be paid to all employees:—

	R	c
Wages up to but not exceeding R4 per week	0	27½
Over R4 but not exceeding R6 per week	0	32½
Over R6 but not exceeding R8 per week	0	35
Over R8 per week	0	45

(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 remuneration higher than that of his own class; or
- 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—

- in the case referred to in paragraph (a), one-fifth of the weekly rate of such higher remuneration;
- 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.*—The monthly wage of an employee shall be four and a third times his weekly wage.

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—

- the amount of the basic wage of the employee;
- the amount of the cost of living allowance of the employee;
- the week or month for which payment is being made;

	R	c
Graad IV-werknemer (man)	4	52½
Graad IV-werknemer (vrou), gekwalifiseer	3	92½
Graad IV-werknemer (vrou), ongekwalifiseer, gedurende eerste drie maande ondervinding	3	67½
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig—		
(i) hoogstens 6,000 lb. is	8	50
(ii) meer as 6,000 lb. maar hoogstens 10,000 lb. is	10	50
(iii) meer as 10,000 lb. is	14	00
Pakhuisman	8	10
Wag	5	65
Opsigter, man	8	10
Opsigter	6	05
Keteloppasser	5	12½
Loswerknemer: een-vyfde van die weekloon volgens die klas werk verrig, vir elke dag of gedeelte van 'n dag.		

(2) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat die loon wat op die datum waarop hierdie Ooreenkoms in werking tree, aan 'n werknemer betaal word, verlaag word nie, en 'n werknemer wat op genoemde datum 'n loon ontvang wat hoër is as dié wat vir die betrokke klas werknemer in hierdie Ooreenkoms voorgeskrif word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde wergever in diens is.

(3) *Lewenskostetoelae.*—(a) Benewens die besoldiging voorgeskrif in klousule 4 (1), is 'n werknemer geregtig op 'n lewenskostetoelae en moet daar aan hom 'n lewenskostetoelae betaal word wat nie kleiner mag wees nie as die betrokke toelae voorgeskrif in Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of in 'n latere maatregel waarin daar voorsiening gemaak word vir die lewenskostetoelae wat ten opsigte van die Nywerheid, soos omskryf, betaalbaar is.

(b) Benewens die lewenskostetoelae voorgeskrif in paragraaf (a) van hierdie subklousule, moet 'n veredere weeklikse lewenskostetoelae soos hieronder gemeld, aan alle werknemers betaal word:—

In die geval van lone—

	R	c
van hoogstens R4 per week	0	27½
van meer as R4 maar hoogstens R6 per week	0	32½
van meer as R6 maar hoogstens R8 per week	0	35
van meer as R8 per week	0	45

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule, is die dienskontrak van 'n werknemer, uitgesonderd 'n loswerknemer, op 'n weeklikse grondslag gebaseer, en behoudens die bepalings van subklousule (5) hiervan en van klousule 5 (3), moet 'n werknemer ten opsigte van enige week minstens die volle weekloon betaal word wat in hierdie Ooreenkoms voorgeskrif word vir 'n werknemer van sy klas, afgesien daarvan of hy gedurende daardie week die maksimum getal gewone werkure soos voorgeskrif in klousule 8 (1), of minder gewerk het.

(5) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in plaas daarvan werk te verrig van 'n ander klas waarvoor—

- of 'n besoldiging wat hoër is as dié van sy eie klas;
- of 'n stygende loonskaal, wat uitloop op 'n hoër besoldiging as dié van sy eie klas,

in hierdie Ooreenkoms voorgeskrif word, moet aan sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig—

- een-vyfde van sodanige hoër weekloon in die geval genoem in paragraaf (a);
- een-vyfde van die weekloon voorgeskrif in hierdie Ooreenkoms vir 'n werknemer van sy klas plus 20 persent, in die geval genoem in paragraaf (b);

betaal; met dien verstande dat waar die enigste verskil tussen klasse ooreenkomstig subklousule (1) gebaseer is op ondervinding, geslag of ouderdom, die bepalings van hierdie subklousule nie van toepassing is nie.

(6) *Berekening van maandelikse loon.*—Die maandelikse loon van 'n werknemer is vier en een-derde maal sy weekloon.

5. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalings van klousule 11 (3) van hierdie Ooreenkoms, moet die loon en lewenskostetoelae en ander bedrae wat aan 'n werknemer verskuldig is, weekliks in kontant betaal word—en wel nie later nie as 15 minute nadat 'n werknemer sy werk vir die dag beëindig het—op Donderdag of Vrydag, naamlik die dag wat die gewone betaaldag van die betrokke inrigting is, en alle bedrae wat aan hom verskuldig is, moet onmiddellik by diensbeëindiging betaal word; met dien verstande dat, wanneer 'n werknemer korttyd werk en daar van hom vereis word om 'n spesiale rit na sy werkplek te onderneem om sy/haar loon te ontvang, die bedrag bestee aan sodanige rit na en van die werkplek, aan sodanige werknemer terugbetaal moet word.

(2) Lone en ander bedrae moet in verseëelde koervert of ander geskikte houers betaal word en moet in elke geval vergesel gaan van 'n skriftelike staat wat of op 'n koervert gedruk is of, waar nodig, in 'n ander houer wat gebruik word, geplaas is, en genoemde staat, wat deur die werknemer bewaar moet word, moet die volgende toon:—

- Die bedrag van die basiese loon van die werknemer;
- die bedrag van die lewenskostetoelae van die werknemer;
- die week of maand waarvoor die bedrag betaal word;

- (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) detail 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) 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—
 - (i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than four hours notice of his intention so to reduce the ordinary hours of work;
 - (ii) 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 employee deductions may be made for contributions to the funds of the Food and Canning Worker's Union.
- (d) contribution to any fund or organisation such as referred to in clause 10 (1);
- (e) where no work is available for employees owing to a break-down 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 statutory 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, other than a casual employee—

- (a) to work for more than 46 (forty-six) hours, excluding meal times, in any one week;
- (b) to work on more than five days in any one week from Monday to Friday, inclusive;

- (d) die gewone tyd en oortyd gedurende daardie week of maand gewerk;
- (e) die naam van die werknemer;
- (f) die naam van die werkgever;
- (g) die betaling verskuldig ten opsigte van die gewone tyd en die oortyd gewerk;
- (h) addisionele bedrae wat betaal word (bv. bonusse, vakansiegeld, ens.);
- (i) besonderhede van bedrae wat die werkgever afgetrek het;
- (j) die werklike bedrag aan die werknemer betaal.

(3) *Boetes en afrekkings.*—Van die bedrae wat aan 'n werknemer verskuldig is, mag daar hoegenaamd niks anders afgetrek word nie as—

- (a) behoudens andersluidende bepalinge in die Ooreenkoms, 'n bedrag wat, wanneer 'n werknemer van sy werk afwesig is, eweredig is aan die tydperk van afwesigheid en wat bereken is op die grondslag van die weekloon wat sodanige werknemer ten opsigte van sy gewone werkure op daardie tydstop ontvang het;
- (b) 'n bedrag, wanneer die gewone werkure voorgeskryf in klousule 8 (1), weens korttyd verminder word, ten opsigte van elke uur of gedeelte van 'n uur van sodanige vermindering van die werknemer se weekloon gedeel deur ses-en-veertig; met dien verstande dat geen bedrag—
 - (i) in die geval van korttyd wat deur 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe of vervoer meebring is, afgetrek mag word nie tensy die werkgever sy werknemer minstens vier uur vooraf kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - (ii) in die geval van korttyd wat deur slegte weer meebring is, ten opsigte van die eerste uur wat daar nie gewerk is nie, afgetrek mag word nie tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie;
- (c) bydraes, met die skriftelike toestemming van die werknemer, tot die fondse van die Food and Canning Workers' Union;
- (d) bydraes tot 'n fonds of organisasie soos dié bedoel in klousule 10 (1);
- (e) 'n bedrag wat, in gevalle waar daar weens 'n onklaar-raking van masjinerie geen werk vir die werknemers beskikbaar is nie, van die loon van sodanige werknemers afgetrek word vir slegs dié tydverlies wat langer as een uur duur;
- (f) 'n bedrag wat 'n werknemer ingevolge of kragtens 'n wetteregtelike bepaling of 'n bevel van 'n bevoegde hof moet aftrek of toegelaat word om af te trek.

6. KORTTYD.

(1) Wanneer die voorneme bestaan om korttyd in 'n bepaalde week in te voer, moet 'n kennisgewing waarin dié feit en die datum waarop die korttyd ingevoer sal word, gemeld word, opvallend in die betrokke bedryfsinrigting vertoon word en wel nie later nie as 4 nm. op die dag voor die dag genoem in die kennisgewing.

(2) Waar korttyd op 'n bepaalde dag in 'n bedryfsinrigting ingevoer is, moet 'n werknemer vir minstens die werktid in die voormiddag van sodanige dag in diens geneem of loon en 'n lewenskostetoelae in plaas daarvan betaal word tensy hy voor sodanige dag in kennis gestel is dat sy dienste nie op daardie dag nodig sal wees nie.

(3) Wanneer daar korttyd in 'n bedryfsinrigting gewerk word, moet die werk so gelykop as moontlik tussen die werknemers in elkeen van die betrokke seksies of afdelings verdeel word.

7. STUKWERK.

(1) 'n Werknemer wat vir enige tydperk stukwerk verrig, moet die volle bedrag betaal word wat hy verdien het ooreenkomstig die stukwerkbesoldiging waaroor hy en sy werkgever ooreengekom het; met dien verstande dat, ongeag die hoeveelheid stukwerk wat verrig is, sodanige werknemer ten opsigte van sodanige tydperk nie minder betaal mag word nie as die besoldiging wat aan hom betaalbaar sou gewees het as hy gedurende sodanige tydperk as 'n tydwerker in diens geneem was.

(2) 'n Werkgever wie se werknemers stukwerk verrig, word nie toegelaat om die stukwerkstelsel te beëindig nie tensy hy minstens twee weke vooraf aan sy werknemers kennis gegee het dat hy voornemens is om dit te doen.

(3) 'n Werkgever moet 'n staat van die stukwerkbesoldiging genoem in subklousule (1), in 'n opvallende plek in sy inrigting opgeplak hou en mag nie sodanige besoldiging wysig nie tensy hy sy werknemers en die Food and Canning Workers' Union minstens twee weke vooraf kennis gegee het van die voorgenome verandering.

8. GEWONE WERKURE.

(1) Behoudens die bepalinge van subklousule (7), mag 'n werkgever nie van sy werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat—

- (a) om vir meer as 46 (ses-en-veertig) uur, uitgesonderd etens-tye, in 'n bepaalde week te werk nie;
- (b) om op meer as vyf dae in 'n bepaalde week van Maandag tot en met Vrydag te werk nie;

- (c) subject to sub-paragraph (a) hereof, to work for more than nine and a quarter hours in any one day;
- (d) the ordinary hours of work of a casual employee shall not exceed nine and a quarter hours on any day from Monday to Friday.

(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—

- (a) 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;
- (b) 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—

- (a) the middle of each first work period in a day;
- (b) 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-clause (2) and (3), all hours of work shall be consecutive.

(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 10 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 five 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 60 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—
- before midday given notice thereof to such employee;
 - provided such employee with an adequate meal before the commencement of such overtime; or
 - paid to such employee 25 cents 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 rate:—

- (a) In respect of motor vehicle drivers, one and one-third times the hourly wage for each hour or part of an hour so worked on weekdays and Saturdays and for the purpose of this sub-clause the expression "wage" shall be deemed to include an employee's cost of living allowance prescribed from time to time in the Cost of Living Regulations framed under War Measure No. 43 of 1942, published under Proclamation No. 110 of 1942, as amended, and as construed in terms of section two of the War Measure Continuation Act, 1948, and paragraph (b) of section two of the War Measure Continuation Act, 1950.
- (b) In respect of all other employees at one and 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.

(c) om behoudens die bepalings van subparagraaf (a) hiervan, vir meer as nege uur en vyftien minute op 'n bepaalde dag te werk nie;

(d) die gewone werkure van 'n los werknemer mag nie meer as nege uur en vyftien minute op 'n bepaalde dag van Maandag tot Vrydag wees nie.

(2) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende ure op 'n bepaalde dag sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar geen werk verrig word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie; met dien verstande dat—

- (a) indien sodanige tydperk langer as een uur is, enige tydperk van langer as een uur en vyftien minute geag word deel uit te maak van die gewone werkure of oortydwerk, na gelang van die geval;
- (b) werkydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n motorvoertuigbestuurder, wat in of in verband met sy bedryfsinrigting werksaam is, 'n ruspouse van minstens tien minute toestaan wat so na as moontlik—

- (a) aan die middel van elke eerste werkperiode van 'n dag;
- (b) aan die middel van elke tweede werkperiode van 'n dag, wanneer sodanige periode langer as drie uur is,

moet wees, en gedurende sodanige ruspouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel uit te maak van die gewone werkure.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousules (2) en (3), moet alle werkure agtereenvolgend wees.

(5) *Oortydwerk.*—Alle tyd langer gewerk as die getal ure wat in subklousule (1) ten opsigte van 'n dag of 'n week voorgeskryf word, word geag oortyd te wees.

(6) *Beperkings op oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as 10 uur in 'n week oortyd te werk nie.

(7) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat—

- (a) om tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) om na 1-uur nm. op meer as vyf dae in 'n week te werk nie;
- (c) om vir meer as twee uur op 'n werkdag of op meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) om op meer as 60 dae in 'n jaar oortyd te werk nie;
- (e) om na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie tensy hy—
- voor die middag kennis daarvan aan sodanige werknemer gegee het;
 - sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
 - aan sodanige werknemer 25 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat sy met sodanige oortydwerk moet begin;

(f) Geen werknemer mag, sonder dat die vakvereniging vooraf geraadpleeg is, onmiddellik ontslaan of op enige manier in sy diens benadeel word nie omdat hy geweier het om oortyd te werk.

(8) *Betaling vir oortydwerk.*—Die minimum besoldiging wat vir oortydwerk betaal moet word, is soos volg:—

- (a) Ten opsigte van motorvoertuigbestuurders, een en een-derde maal die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op weekdae en Saterdag, en vir die toepassing van hierdie subklousule word die uitdrukking „loon" geag 'n werknemer se lewenskostoelae in te sluit soos van tyd tot tyd voorgeskryf in die lewenskostoelaeregulasies wat kragtens Oorlogsmaatreël No. 43 van 1942, afgekondig by Proklamasie No. 110 van 1942, soos gewysig, opgestel is en wat uitgelê is ooreenkomstig die bepalings van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950.
- (b) Ten opsigte van alle ander werknemers, een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op weekdae en Saterdag;

met dien verstande dat, as die oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die grondslag wat die gunstigste vir die werknemer is, aanvaar moet word.

(9) *Uitsonderings.*—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 nie op 'n werknemer wat gebruik word vir werk wat weens 'n onklaarraking van uitrusting of masjinerie of weens 'n ander onvoorsiene noodgeval noodsaaklik is.

9. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooië jaar diens by hom—

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

verleen met volle betaling van die loon wat hy ontvang het onmiddellik voordat hy met verlof gegaan het.

(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 military training;
- (c) if New Year's Day, Good Friday, Ascension Day, 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 during any period of 12 months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer in respect of each completed month of such period of employment, not less than—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth of the weekly wage;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), 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) 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 military training;
- (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 in any year to not more than 10 weeks in respect of items (a), (c) and (d), plus any period of military training undergone in that 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.

10. SICK LEAVE.

(1) An employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than 20 work days;
- (b) in the case of a watchman, not less than 24 work days;

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided—

- (i) that in the first 24 consecutive months employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment, subject, in respect of an employee referred to in sub-clause (1) (a), to a maximum of 10 work days during the first period of 12 months employment and a further 10 work days during the second period of 12 months' employment;

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

- (a) as sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande vanaf die voltooiing van die jaar diens waarop dit betrekking het;
- (b) die tydperk van sodanige verlof nie mag saamval nie met die siekteverlof wat ooreenkomstig die bepalings van klousule 10 verleen is of met enige tydperk waarin daar van die werknemer vereis word om militêre opleiding te ondergaan;
- (c) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van elkeen van hierdie dae, by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (d) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat op die skriftelike versoek van sy werknemer aan sodanige werknemer toegestaan is gedurende die jaar diens waarop die tydperk van sy jaarlikse verlof betrekking het, kan aftrek van sodanige tydperk van verlof;
- (e) 'n werkgewer en sy werknemer skriftelik mag ooreenkom dat die jaarlikse verlof oor 'n dienstydsperk van hoogstens twee agtereenvolgende jare mag ooploop.

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

(4) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande diens by dieselfde werkgewer ten einde loop voordat die tydperk van verlof voorgeskryf in subklousule (1), hom ten opsigte van daardie tydperk toekom, moet, behoudens die bepalings van die vierde voorbehoedsbepaling van subklousule (2), by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, deur sy werkgewer ten opsigte van elke voltooië maand van sodanige dienstydsperk minstens soos volg betaal word:—

- (a) in die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), een-vierde van die weekloon;
- (b) in die geval van 'n werknemer genoem in paragraaf (b) van subklousule (1), een-sesde van die weekloon,

wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het.

(5) 'n Werknemer wat ooreenkomstig die bepalings van subklousule (1) op 'n tydperk van verlof geregtig geword het en wie se dienskontrak ten einde loop voordat sodanige verlof aan hom toegestaan is, moet by sy diensbeëindiging die bedrae genoem in subklousules (1) en (4), ten opsigte van verlof betaal word.

(6) Vir die toepassing van hierdie klousule, word die uitdrukking „diens” geag enige tydperk of tydperke in te sluit waarin—

- (a) 'n werknemer met verlof afwesig is ooreenkomstig die bepalings van subklousule (1);
- (b) daar van 'n werknemer vereis word om militêre opleiding te ondergaan;
- (c) 'n werknemer van sy werk afwesig is op las of op versoek van sy werkgewer; of
- (d) 'n werknemer met siekteverlof afwesig is ooreenkomstig die bepalings van klousule 10;

en wat in enige jaar altesaam hoogstens 10 weke beloop ten opsigte van items (a), (c) en (d), plus enige tydperk van militêre opleiding wat gedurende daardie jaar ondergaan is, en sodanige tydperk of tydperke word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens die bepalings van enige wet op verlof geregtig geword het, vanaf die datum waarop sodanige werknemer laas ooreenkomstig sodanige wet op sodanige verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige wet waarin daar vir jaarlikse verlof voorsiening gemaak word, van toepassing was maar wat nog nie daarkragtens tot sodanige verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer tot die diens van sy werkgewer toetree het of vanaf die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste datum.

10. SIEKTEVERLOF.

(1) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, van sy werk afwesig is weens ongesteldheid, moet sy werkgewer—

- (a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens twintig werkdag;
- (b) in die geval van 'n wag altesaam minstens 24 werkdag,

siekteverlof gedurende elke kringloop van 24 agtereenvolgende maande diens by hom aan sodanige werknemer verleen en hom ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

- (i) dat 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling as een werkdag ten opsigte van elke voltooië maand diens geregtig is nie en dat die maksimum getal dae in die geval van 'n werknemer genoem in subklousule (1) (a), 10 werkdag gedurende die eerste tydperk van 12 maande diens en nog tien werkdag gedurende die tweede tydperk van 12 maande diens is;

- (ii) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence owing to incapacity, require the employee to produce a certificate signed by a medical practitioner, confirming the nature and duration of the employee's incapacity;
- (iii) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for 20 or 24 work days, as the case may be in each cycle of 24 months' employment, and subject to a rate of accrual set out in the first proviso to this sub-clause;
- (iv) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee and pays such fees the amounts so paid may be set off against the payment due in respect of incapacity in terms of this clause;
- (v) that in respect of any period of incapacity covered by this clause an employer is required by any other law to pay an employee his full wages and he so pays such wages the provisions of this clause shall not apply;

(2) Where an employee is absent due to incapacity for a period in excess of the sick leave accrued at the time of such incapacity he shall be entitled to pay only in respect of such sick leave as has so accrued; but should this occur during the first cycle of 24 months employment he shall, at the expiring of the 24 months employment or on termination of employment before such expiry, be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

(3) For the purposes of this clause "employment" shall have the same meaning as in clause 9 (6).

"incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct or an injury sustained in an accident compensable under the Workmen's Compensation Act, 1941.

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, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.

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

(b) Whenever a casual employer works on New Year's Day, Good Friday, Ascension Day, 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 watchman, works on a Sunday, his employer shall either—

(a) pay to the employee—

- (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day; or
- (ii) if he so works for a period exceeding four hours remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him in a week day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday, one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

12. OVERALLS, PROTECTIVE CLOTHING AND CUTLERY.

(1) An employer shall supply and maintain in good condition free of charge, any overalls and/or protective clothing or cutlery which he may require his employee to wear or use or which by any law or regulation he may be compelled to provide for his

(ii) dat 'n werkgewer, as 'n vooraf gestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat ooreenkomstig hierdie klousule deur 'n werknemer geëis word ten opsigte van enige tydperk van afwesigheid weens ongesteldheid, mag vereis dat die werknemer 'n sertifikaat moet indien wat deur 'n geneeskundige praktisyn onderteken is en waarin die aard en duur van die werknemer se ongesteldheid bevestig word;

(iii) dat hierdie klousule nie ten opsigte van 'n werknemer van toepassing is nie wanneer en solank sy werkgewer ooreenkomstig 'n skriftelike versoek van sodanige werknemer bydraes maak tot 'n fonds of organisasie wat deur die werknemer genoem word en wat aan die werknemer die waarborg gee dat, in geval van sy ongesteldheid onder die omstandighede soos gemeld in hierdie klousule, minstens sy loon vir 20 of vir 24 werkdade, na gelang van die geval, in elke kringloop van 24 maande diens aan hom betaal sal word behoudens die oploopsyfer genoem in die eerste voorbehoudsbepaling van hierdie subklousule;

(iv) dat, waar 'n werkgewer ingevolge 'n wet gelde vir hospitaal- of geneeskundige behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrae aldus betaal, in mindering gebring kan word teen die betaling wat ooreenkomstig die bepalings van hierdie klousule ten opsigte van ongesteldheid verskuldig is;

(v) dat, as 'n werkgewer ingevolge 'n ander wet 'n werknemer sy volle loon moet betaal ten opsigte van enige tydperk van ongesteldheid wat deur hierdie klousule gedek word, en hy sodanige lone wel betaal, die bepalings van hierdie klousule nie van toepassing is nie.

(2) Waar 'n werknemer weens ongesteldheid afwesig is vir 'n langer tydperk as die siekteverlof wat hom ten tye van sodanige ongeskiktheid toekom, is hy slegs ten opsigte van die siekteverlof wat aldus opgeloo het, op betaling geregtig; maar as dit gedurende die eerste kringloop van 24 maande diens gebeur, is hy by verstryking van die 24 maande diens of by diensbeëindiging voor sodanige verstryking daarop geregtig om ten opsigte van sodanige langer tydperk van afwesigheid weens ongesteldheid deur sy werkgewer betaal te word in die mate waarin siekteverlof by sodanige verstryking of beëindiging nie geneem is nie.

(3) Vir die toepassing van hierdie klousule, het "diens" dieselfde betekenis as in klousule 9 (6). "Ongesteldheid" beteken onvermoë om te werk weens enige siekte of besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag of 'n besering wat opgedoen is in 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is.

11. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle betaling op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag, en dit moet aan hom toegestaan word; met dien verstande dat daar van 'n werknemer vereis mag word om op enigiene van dié dae te werk.

(2) Wanneer enigiene van hierdie vakansiedae met betaling op 'n Saterdag of 'n Sondag val, moet daar aan die werknemers 'n volle dag se loon plus lewenskostetoelae ten opsigte van sodanige dag betaal word.

(3) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die bedrag betaal genoem in subklousule (1) plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige 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 aldus gewerk, sodanige loon gedeel deur agt.

(4) *Betaling vir werk op Sondae.*—Wanneer 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet sy werkgewer—

(a) of aan sodanige werknemer—

- (i) as hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (ii) as hy aldus werk vir 'n tydperk van meer as vier uur, 'n besoldiging betaal van minstens dubbel van sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of 'n besoldiging van minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die bedrag wat die grootste is;

(b) of die werknemer 'n besoldiging betaal van minstens een en een-derde maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

12. OORPAKKE, BESKERMENDE KLERE EN SNYGEREEDSKAP

(1) 'n Werkgewer moet alle oorpakke en/of beskermende klere of snygereedskap wat hy vereis dat sy werknemer moet dra of gebruik of wat hy ingevolge enige wet of regulasie vir sy werknemer beskikbaar moet stel, gratis verskaf en in 'n goeie toestand

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 10c 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.

13. TRADE UNION FACILITIES.

(1) Every employer shall permit any official or member of the Food and Canning Workers' Union authorised thereto by the Trade Union, in writing, to enter a 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 a new member;
- (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.

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

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

15. 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.

16. 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 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 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 or during an employee's absence on military training.

17. 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 ninth day of March, 1961.

E. HURTER,
Chairman.

VICTOR HUGO,
Duly Authorised Representative (Employer).

L. ABRAHAMS,
Duly Authorised Representative (Employees).

A. I. FOSTER,
Secretary.

Witnesses:

J. C. COETSEE.
H. W. KLERCK.

hou en hy moet sodanige oorpakke en/of beskermende klere op eie koste was en stryk of laat was en stryk of, in plaas daarvan dat hy sodanige was en -strykdiens lewer, aan sy werknemer die bedrag van 10c per week betaal wanneer hy sy besoldiging ontvang, en 'n werkgewer moet waterdigte klere aan nagwagte verskaf.

(2) Alle uniforms, oorpakke, beskermende klere en snygereedskap wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgewer en mag nie sonder die goedkeuring van die werkgewer van sy werkplek af verwyder word nie.

13. FASILITEITE VIR VAKVERENIGING.

(1) Elke werkgewer moet enige ampsdraer of lid van die Food and Canning Workers' Union wat skriftelik deur die vakvereniging daartoe gemagtig is, toelaat om 'n kleedkamer van tyd tot tyd gedurende die etensuur binne te gaan (mits geen vergaderings daarin gehou word nie) met die doel om—

- (a) onderhoude met werknemers te voer oor sake van die vakvereniging;
- (b) 'n nuwe lid in te skryf;
- (c) kennisgewings van vergaderings van die vakvereniging te versprei;
- (d) lede se bydraes tot die vakvereniging in te vorder.

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

(3) *Afrekorder.*—'n Werkgewer moet op die skriftelike versoek van 'n werknemer die ledegedelste wat sodanige werknemer aan die Food and Canning Workers' Union verskuldig is, van sodanige werknemer se besoldiging aftrek en die volle bedrag van sodanige aftrekkings betaal aan die Food and Canning Workers' Union waarvan die werknemer 'n lid is.

14. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER VYFTIEN JAAR.

'n Werkgewer mag nie iemand onder die leeftyd van 15 jaar in diens neem nie.

15. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van 'n kontrak met enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat gee waarin die volle name van die werkgewer en die werknemer, die aard van sy werk, die datum waarop die dienskontrak begin en beëindig is en die besoldiging op die datum van sodanige beëindiging, gemeld moet word.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens een week vooraf kennis gee van sy voorneme om die dienskontrak te beëindig of moet in plaas daarvan minstens die weeklon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal of verbeur; met dien verstande dat die volgende nie hierdeur geraak word nie:—

- (a) Die reg van 'n werkgewer of werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingtermyn wat vir beide partye ewe lank is en langer as een week is.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingtermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing genoem in subklousule (1), begin loop vanaf die datum waarop dit gegee word; met dien verstande dat die kennisgewingtermyn nie mag saamval nie met, en kennis ook nie gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof ooreenkomstig die bepalings van klousule 9 of siekteverlof ooreenkomstig die bepalings van klousule 10 of gedurende 'n werknemer se afwesigheid weens militêre opleiding.

17. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting vertoon op 'n plek wat vir sy werknemers gereedelik toeganklik is.

Geteken te Kaapstad op hede die negende dag van Maart 1961.

E. HURTER,
Voorsitter.

VICTOR HUGO,
Behoorlik Gemagtigde Verteenwoordiger (Werkgewer).

L. ABRAHAMS,
Behoorlik Gemagtigde Verteenwoordiger (Werknemers).

A. I. FOSTER,
Sekretaris.

Getuies:

1. J. C. COETSEE.
2. H. W. KLERCK.

No. 1096.]

[24 November 1961.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

FOOD PACKING INDUSTRY, CAPE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Food Packing Industry, Cape, published under Government Notice No. 1095 of 24th November, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 1096.]

[24 November 1961.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

VOEDSELVERPAKKINGSBEDRYF, KAAP.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Voedselverpakkingsbedryf, Kaap, gepubliseer by Goewermentskennisgewing No. 1095 van 24 November 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

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VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in Suid-Afrika, die jongste departementele inligting oor afsetmoontlikhede vir Suid-Afrikaanse produkte in lande waar Suid-Afrika oorsese handelsverteenwoordigers het, lyste van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in Suid-Afrika, die jongste aspekte van prys- en voorradebeheer, en artikels van 'n algemene aard oor die handel en nywerheid

- (b) a laundry or drying room from another laundry or drying room;
- (c) a galley from another galley or a pantry;
- (d) a cold store room from another cold store room; or
- (e) sanitary accommodation appropriated for the sole use of one person from a sleeping room from which it may be directly entered.

(5) Any inside panelling in the crew accommodation shall be constructed of plywood or other suitable material with a surface which can be easily kept clean. Neither bulkheads nor inside panelling shall be constructed with tongued and grooved boarding or in a manner or with material likely to harbour vermin.

8. OVERHEAD DECKS.

(1) In every ship constructed of steel or other metal, every deck which forms the crown of any part of the crew accommodation (in this regulation referred to as an "overhead deck") and is exposed to the weather, shall be constructed of steel or other metal. The Secretary may exempt any ship from the requirement of this paragraph to the extent to which he is satisfied that it is necessary to do so by reason of the intended service of the ship.

(2) The upper side of every deck referred to in paragraph (1), shall be sheathed with wood or with a material which complies with the requirements specified in the Second Schedule. Such sheathing shall be properly laid and, if it consists of wood, shall be properly caulked. The Secretary may exempt any ship from the requirements of this paragraph to the extent to which he is satisfied that the undersides of the overhead decks are insulated with a material (other than wood) which complies with the requirements specified in the Third Schedule, and which is so fitted as to avoid, as far as possible, absorption of water, condensation, transmission of noise and harbouring of dirt and vermin.

(3) Every wooden overhead deck shall be at least 2½ inches thick and every wooden sheathing shall be at least 2¼ inches thick. The Secretary may exempt any ship from either of the requirements of this paragraph to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable in the circumstances.

9. FLOORING.

(1) In every ship the decks which form the floors in the crew accommodation shall be properly constructed and shall have a surface which provides a good foothold and is capable of being easily kept clean. The floor covering shall be impervious to water and, if the deck is situated on the top of an oil tank, impervious to oil.

(2) Wooden decks which form the floors in the crew accommodation shall be at least 2½ inches thick and shall be properly laid and caulked. The Secretary may exempt any ship from the requirements of this paragraph to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable in the circumstances.

(3) The surface of metal decks which form the floors of the crew accommodation, not being floors in sanitary accommodation, galleys, store rooms or laundries, shall be covered with linoleum or wooden planking, or with a material which complies with the requirements specified in the Second Schedule. The joinings of such material with the side walls shall be rounded in a manner which will avoid crevices. Such linoleum, planking or material shall be properly laid.

(4) The floors of sanitary accommodation, galleys and laundries in the crew accommodation shall be covered with terrazzo, tiles, or other hard material which is impervious to liquids. The floor-covering shall be properly laid and shall provide a good foothold. The joinings of the floors with the side walls shall be rounded in a manner which will avoid crevices.

(b) 'n wassery of droogkamer van 'n ander wassery of droogkamer;

(c) 'n skeepskombuis van 'n ander skeepskombuis of spens;

(d) 'n koelpakkamer van 'n ander koelpakkamer; of

(e) sanitêre akkommodasie wat aangewys is vir die uitsluitende gebruik van een persoon van 'n slaapkamer wat regstreeks daarop uitgaan.

(5) Enige binnepaneelwerk in die akkommodasie vir die bemanning moet van laaghout of ander geskikte materiaal saamgestel word, met 'n oppervlak wat maklik skoongehou kan word. Geen beskotte of binnepaneelwerk mag met veer-en-groefplanke saamgestel word nie, of op so 'n wyse of met sulke materiaal dat insekte daarin kan indring.

8. BODEKKE.

(1) In elke skip wat van staal of ander materiaal gebou is, moet elke dek wat die kruin van enige gedeelte van die akkommodasie vir die bemanning uitmaak (in hierdie regulasie die „bodek” genoem), en aan wind en weer blootgestel is, van staal of ander metaal saamgestel wees. Die Sekretaris kan enige skip van die voorskrif van hierdie paragraaf vrystel in sover hy oortuig is dat dit vanweë die bestemde diens van die skip nodig is.

(2) Die bokant van elke dek waarna in paragraaf (1) verwys word, moet met hout of met 'n materiaal wat voldoen aan die vereistes soos in die Tweede Bylae gespesifiseer, bedek word. Sodanige bedekking moet behoorlik aangebring word, en as dit plankbedekking is, moet dit behoorlik gekalfater word. Die Sekretaris kan enige skip van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat die onderkante van die bodekke met 'n materiaal (behalwe hout) geïsoleer is en wat aan die vereistes soos in die Derde Bylae gespesifiseer voldoen, en wat so aangebring is dat dit, so ver moontlik, absorpsie van water, kondensasie, oorbring van geraas en die indringing van vuilis en insekte sal voorkom.

(3) Elke houtbodek moet minstens 2½ duim dik wees en elke plankbedekking minstens 2¼ duim. Die Sekretaris kan enige skip van enige van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat nakoming daarvan onder die omstandighede onredelik of onprakties is.

9. BEVLOERING.

(1) In elke skip moet die dekke wat in die akkommodasie vir die bemanning die vloere vorm, behoorlik gemaak word met 'n oppervlakte wat goeie voetsteun bied en wat maklik skoongehou kan word. Die vloerbedekking moet waterdig wees, asook oliedig as die dek bokant 'n olietank is.

(2) Houtdekke wat die vloere in die akkommodasie vir die bemanning vorm moet minstens 2½ duim dik wees en moet behoorlik gelê en gekalfater word. Die Sekretaris kan enige skip van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat die nakoming daarvan onder die omstandighede onredelik of onprakties is.

(3) Die oppervlakte van metaaldekke wat die vloere in die akkommodasie vir die bemanning vorm, met uitsondering van vloere in sanitêre akkommodasie, skeepskombuise, pakkamers of wasserye, moet met linoleum of houtplanke bedek word, of met 'n materiaal wat voldoen aan die vereistes soos in die Tweede Bylae gespesifiseer. Die aansluitings van sodanige materiaal met die symure moet op so 'n wyse afgerond word dat dit splete voorkom. Sodanige linoleum, beplanking of materiaal moet behoorlik gelê word.

(4) Die vloere van die sanitêre akkommodasie, skeepskombuise en wasserye in die akkommodasie vir die bemanning moet bedek word met terrazzo, teëls, of ander harde materiaal wat vir vloestowwe ondeurdringbaar is. Die vloerbedekking moet behoorlik gelê word en 'n goeie voetsteun bied. Die aansluitings van die vloere met die symure moet op so 'n wyse afgerond word dat dit splete voorkom.

10. PROTECTION FROM WEATHER, ETC.

(1) In every ship the crew accommodation and the means of access thereto and egress therefrom shall be so arranged and constructed and situated in such a position as to ensure—

- (a) the protection of the crew against injury to the greatest practicable extent;
- (b) the protection of the crew accommodation against the weather and the sea;
- (c) the insulation of the crew accommodation from heat and cold;
- (d) the protection of the crew accommodation against moisture due to condensation;
- (e) the exclusion from the crew accommodation of effluvia originating in other spaces in the ship; and
- (f) the exclusion from the crew accommodation, to the greatest practicable extent, of noise originating in other spaces in the ship.

(2) Without prejudice to the generality of the foregoing paragraph—

- (a) every opening from an open deck into the crew accommodation shall be protected against the weather and the sea;
- (b) the crew accommodation shall be accessible at all times from the open deck;
- (c) access to sleeping rooms, mess rooms, recreation rooms and studies forming part of the crew accommodation shall be obtained from a passageway which shall be provided with a hinged door at any entrances from the open deck. The Secretary may exempt any ship from the requirements of this sub-paragraph to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable by reason of the size or intended service of the ship;
- (d) bow hawse pipes shall not be situated in the crew accommodation. The Secretary may exempt any ship of under 400 tons from the requirement of this sub-paragraph;
- (e) steam supply and exhaust pipes for steering gear, winches and similar equipment shall not pass through the crew accommodation: Provided that, if in the case any ship of 500 tons or over, the Secretary is satisfied that alternative arrangements are unreasonable or impracticable in the circumstances, he may permit such pipes, if properly encased, to pass through passageways forming part of the crew accommodation subject, in the case of supply pipes, to the following conditions:—
 - (i) The pipes shall be constructed of solid drawn steel or other suitable material;
 - (ii) the pipes shall be of a scantling sufficient to withstand the maximum pressure from the ship's boiler system;
 - (iii) all connections in the pipes shall be by faced flanges properly joined; and
 - (iv) the pipes shall be fitted with adequate drainage arrangements.

The Secretary may exempt any ship of under 500 tons from the requirements of this sub-paragraph if he is satisfied that adequate arrangements have been made to ensure the safety of the crew.

- (f) All steam pipes, hot water pipes and calorifiers in or serving the crew accommodation shall be efficiently lagged wherever lagging is necessary for the conservation of heat or the protection of the crew against injury or discomfort. All cold water pipes in the crew accommodation shall be efficiently lagged wherever lagging is necessary for the prevention of condensation.

10. BESKERMING TEEN WIND EN WEER, ENS.

(1) In elke skip moet die toegange tot en die uitgange uit die akkommodasie vir die bemanning so gerangskik, aangebring en op so 'n plek geleë wees dat dit verseker dat die—

- (a) bemanning soveel moontlik teen besering beskerm word;
- (b) akkommodasie vir die bemanning teen wind, weer en see beskerm is;
- (c) akkommodasie vir die bemanning van hitte en koue geïsoleer is;
- (d) akkommodasie vir die bemanning teen vogtigheid weens kondensasie beskerm is;
- (e) akkommodasie vir die bemanning van uitwaseming wat in ander ruimtes van die skip ontstaan, uitgesluit is; en
- (f) akkommodasie vir die bemanning soveel moontlik van geraas wat in ander gedeeltes van die skip ontstaan, uitgesluit is.

(2) Sonder om af te doen aan die algemene strekking van die voorgaande paragraaf—

- (a) moet elke opening van 'n oop dek na die akkommodasie vir die bemanning teen wind, weer en see beskerm wees;
- (b) moet die akkommodasie vir die bemanning te alle tye van die oop dek af toeganklik wees;
- (c) moet die toegang na slaapkamers, eetkamers, ontspanningskamers en studeerkamers, wat deel uitmaak van die akkommodasie vir die bemanning, uitgaan vanaf 'n deurgang wat, by enige ingange vanaf die oop dek, van 'n skarnierdeur voorsien is. Die Sekretaris kan enige skip van die voorskrifte van hierdie subparagraaf vrystel in sover hy oortuig is dat nakoming daarvan, vanweë die grootte of die bestemde diens van die skip, onredelik of onprakties is;
- (d) mag boegkluispype nie in die akkommodasie vir die bemanning geleë wees nie. Die Sekretaris kan enige skip onder 400 ton van die voorskrifte van hierdie subparagraaf vrystel;
- (e) mag stoomtoevoer- en -afblaaspype vir die stuur-inrigting, wenasse en soortgelyke uitrusting nie deur die akkommodasie vir die bemanning gaan nie: Met dien verstande dat, indien in die geval van enige skip van 500 ton en groter, die Sekretaris oortuig is dat alternatiewe inrigtings onder die omstandighede onredelik of onprakties is, hy kan vergun dat sulke pype, indien behoorlik omhul, deur die deurgange, wat deel uitmaak van die akkommodasie vir die bemanning, mag gaan, onderworpe, in die geval van toevoyerpype, aan onderstaande voorwaardes:—
 - (i) Die pype moet van soliede getrokke staal of ander materiaal gemaak wees;
 - (ii) die pype moet van 'n voldoende afmeting wees om die maksimum druk van die skip se stoomketelstelsel te weerstaan;
 - (iii) alle pype moet met aanloopflense aangesluit en behoorlik verbind wees; en
 - (iv) die pype moet van voldoende aftapinrigtings voorsien wees.

Die Sekretaris kan enige skip onder 500 ton van die voorskrifte van hierdie subparagraaf vrystel as hy oortuig is dat afdoende maatreëls getref is om die veiligheid van die bemanning te verseker.

- (f) Al die stoompype, warmwaterpype en warmtewisselaars in die akkommodasie vir die bemanning of wat dit bedien, moet doeltreffend beklee word waar bekleding vir die inhoud van hitte of die beskerming van die bemanning teen besering of ongerief nodig is. Al die koudwaterpype in die akkommodasie vir die bemanning moet doeltreffend beklee word, waar bekleding ter voorkoming van kondensasie nodig is.

- (g) Chain pipes, and ventilator trunks to cargo spaces or tanks, shall be made of steel or other suitable material and shall be gastight where they pass through any part of the crew accommodation.
- (h) Batteries for the operation of the ship's radio installation, if any, shall not be placed in any sleeping room provided for the crew, and precautions shall be taken which will ensure that fumes from such batteries cannot discharge into any part of the crew accommodation.
- (i) The bulkheads and the parts of the ship's side which enclose the crew accommodation shall be insulated in a manner which will prevent overheating of the accommodation, and shall be covered with protective covering which will prevent the condensation of moisture. The Secretary may exempt any ship from the requirements of this sub-paragraph to the extent to which he is satisfied that the crew accommodation is adequately protected by its position and ventilation against overheating and condensation.
- (j) Every bulkhead, casing and deck separating the crew accommodation from other spaces in the ship in which heat or cold may be generated, shall be insulated in a manner which will prevent the crew accommodation being so affected by such heat or cold or by condensation as to prejudice the health or comfort of the crew.
- (k) Every ship for the time being regularly engaged on voyages to, within or through the Tropics or the Persian Gulf shall be provided with awnings, which will cover—

- (i) all exposed decks and house-tops situated immediately above any part of the crew accommodation;
- (ii) all exposed sides of galleys situated on an open deck;
- (iii) such portion of the deck spaces provided for the recreation of the crew in compliance with paragraph (6) of regulation 22 as will provide a shaded area adequate in extent having regard to the number of persons in the crew and to any shade provided for such spaces by overhanging decks.

The awnings shall be supported by stanchions or by other suitable means.

- (l) There shall be no direct opening between the crew accommodation (other than recreation deck spaces) and any space used as a store room for engine room stores or deck department stores. The Secretary may exempt—
 - (i) any ship of under 500 tons;
 - (ii) any whale catcher,
 from the requirement of this sub-paragraph to the extent to which he is satisfied that compliance therewith is impracticable in the circumstances.
- (m) There shall be no direct opening between the crew accommodation (other than recreation deck spaces) and spaces used as—
 - (i) permanent coal bunkers;
 - (ii) oil fuel bunkers;
 - (iii) cargo or machinery spaces;
 - (iv) lamp rooms or paint rooms;
 - (v) store rooms not forming part of the crew accommodation (other than store rooms for engine rooms or deck department stores);
 - (vi) chain lockers; or
 - (vii) cofferdams.

Provided that there may be a direct opening between machinery spaces and sanitary accommodation and changing rooms provided for the sole use of officers and ratings of the engine room department.

- (g) Kettingkluis en lugkokers na vragruimtes of tenks moet van staal of ander geskikte materiaal gemaak wees, en waar hulle deur enige gedeelte van die akkommodasie vir die bemanning gaan, moet hulle gasdig wees.
- (h) Batterie vir die werking van die skip se radioinstallasie, as daar is, mag nie in slaapkamers van die bemanning geplaas word nie, en voorsorgmaatreëls moet getref word om te verseker dat dampe van sulke batterie nie enige deel van die akkommodasie vir die bemanning kan binnedring nie.
- (i) Die beskotte en die dele van die skip se boorde wat die akkommodasie vir die bemanning omsluit, moet op so 'n wyse geïsoleer word dat dit oorverhitting van die akkommodasie sal voorkom, en moet afgedek word met 'n beskermende bekleding wat kondensasie van vogtigheid sal voorkom. Die Sekretaris kan enige skip van die voorskrifte van hierdie subparagraaf vrystel vir sover hy oortuig is dat die akkommodasie vir die bemanning deur sy ligging en ventilasie teen oorverhitting en kondensasie afdoende beskerm is.
- (j) Elke beskot, afdekking en dek wat die akkommodasie vir die bemanning skei van ander ruimtes in die skip waarin hitte of koue ontwikkel mag word, moet op so 'n wyse geïsoleer word dat dit sal voorkom dat die akkommodasie vir die bemanning deur sodanige hitte of koue of deur kondensasie so getref word dat dit vir die gesondheid en gerief van die bemanning nadelig is.
- (k) Elke skip wat gereeld reise na, binne of deur die trope of the Persiese Golf tydelik onderneem, moet voorsien wees van sonskerms wat onderstaande sal afdek—
 - (i) alle oop dekke en boonste dekke wat onmiddellik bokant enige gedeelte van die akkommodasie vir die bemanning geleë is;
 - (ii) alle oop kante van skeepskombuise wat op 'n oop dek geleë is;
 - (iii) sodanige gedeelte van die dekruimtes wat ooreenkomstig paragraaf (6) van regulasie 22 vir die ontspanning van die bemanning verskaf is, en wat 'n skaduplek van voldoende grootte sal verskaf, met inagneming van die aantal van die bemanning en enige skadu vir sulke ruimtes wat deur oorhangende dekke verskaf word.
 Die sonskerms moet met style of op 'n ander geskikte wyse gestut word.
- (l) Daar mag tussen die akkommodasie vir die bemanning (behalwe ontspanningsdekrumtes) en enige ruimte wat as 'n pakkamer vir masjienkamer- of dekaafdelingsvoorrade gebruik word, geen regstreekse opening wees nie. Die Sekretaris kan—
 - (i) enige skip onder 500 ton;
 - (ii) enige walvisvanger,
 van die voorskrifte van hierdie subparagraaf vrystel in sover hy oortuig is dat nakoming daarvan onder die omstandighede onprakties is.
- (m) Daar mag tussen die akkommodasie vir die bemanning (behalwe ontspanningsdekrumtes) en ruimtes wat gebruik word as—
 - (i) permanente steenkoolbunkers;
 - (ii) oliebrandstofbunkers;
 - (iii) vrag- of masjienruime;
 - (iv) lamp- of verfkamers;
 - (v) pakkamers wat nie deel uitmaak van die akkommodasie vir die bemanning nie (behalwe pakkamers vir masjienkamer- of dekaafdelingsvoorrade);
 - (vi) kettingbakke; of
 - (vii) kofferdamme,
 geen regstreekse opening wees nie.

Met dien verstande dat daar 'n regstreekse opening mag wees tussen masjienruime en sanitêre akkommodasie en kledkamers wat vir die uitsluitende gebruik van offisiere en manskappe van die masjienkamerafdeling voorsien is.

The Secretary may exempt any ship from the requirements of this sub-paragraph in so far as it relates to a direct opening between any passageway forming part of the crew accommodation and any of the aforesaid spaces. The Secretary may further exempt any whale catcher from such requirement in so far as it relates to a direct opening between any machinery space and any part of the crew accommodation.

- (n) Subject to the provisions of paragraph (3) of regulation 24, paragraph (6) of regulation 28 and paragraph (16) of regulation 32 there shall be no direct opening between the crew accommodation (other than recreation deck spaces or passageways) and any sanitary accommodation, laundry or drying room (whether or not such sanitary accommodation, laundry or drying room forms part of the crew accommodation): Provided that nothing in this sub-paragraph shall prohibit direct openings between spaces forming part of sanitary accommodation, or between spaces appropriated for use as laundries or drying rooms.
- (o) Any part of the crew accommodation which is adjacent to any part (other than the crown) of a tank in which oil may be carried in bulk, shall be separated therefrom by a gastight steel division additional to the division which retains the oil. The Secretary may exempt any ship from the requirement of this sub-paragraph if he is satisfied that the division which retains the oil is likely to remain oiltight under service conditions.
- (p) If any part of the crew accommodation is situated on a deck which forms the crown of a space in which oil may be carried in bulk, such deck shall be oiltight. No manholes or other openings to the oil tanks shall be situated in the crew accommodation. The Secretary may exempt any ship used in treating whales or for the carriage of persons employed in catching or treating whales from the requirements of this sub-paragraph in so far as they relate to manholes or other openings in the oil tanks.
- (q) If any part of the crew accommodation is situated on a deck forming the crown of a permanent coal-bunker, such deck shall be gastight.
- (r) The means of access to and egress from every part of the crew accommodation shall be so situated that in the event of fire in any lamp room or paint room in the ship, access to and egress from the crew accommodation will not be impeded.

11. HEATING.

(1) In every ship other than a ship employed solely within the Tropics or the Persian Gulf, all sleeping rooms, mess rooms, recreation rooms, sanitary accommodation, offices, studies and hospitals forming part of the crew accommodation shall be provided with a heating system which shall be permanently installed and capable of ensuring that, when the ventilation system provided for such rooms or accommodation in compliance with these regulations is working so as to furnish at least 15 cubic feet of fresh air per minute for each person whom the room or accommodation is designed to accommodate at one time and the temperature of the open air is 0° C., the temperature therein can be maintained at 20° C. in the case of a ship regularly employed otherwise than as a coasting ship and 15° C. in the case of any other ship: Provided that the temperature within a water closet shall not be required to be maintained at more than 6° C. above the ambient temperature in the open air. If the temperature within any water closet is capable of being so maintained by heat derived from an adjoining compartment, a heating system shall not be required to be provided in that water closet.

Die Sekretaris kan enige skip van die voorskrifte van hierdie subparagraaf vrystel in sover dit betrekking het op 'n regstreekse opening tussen enige deurgang wat deel uitmaak van die akkommodasie vir die bemanning en enigen van voormelde ruimtes. Die Sekretaris kan verder enige walvisvanger van sodanige voorskrifte vrystel in sover dit betrekking het op 'n regstreekse opening tussen enige masjienruim en enige gedeelte van die akkommodasie vir die bemanning.

- (n) Behoudens die bepalings van paragraaf (3) van regulasie 24, paragraaf (6) van regulasie 28 en paragraaf (16) van regulasie 32 mag daar tussen die akkommodasie van die bemanning (behalwe die ontspanningsdekrumtes of deurgange) en enige sanitêre akkommodasie, wassery of droogkamer geen regstreekse openinge wees nie (of sodanige sanitêre akkommodasie, wassery of droogkamer deel uitmaak van die akkommodasie vir die bemanning of nie): Met dien verstande dat niks in hierdie subparagraaf regstreekse openinge tussen ruimtes wat deel uitmaak van sanitêre akkommodasie, of tussen ruimtes wat aangewys is vir gebruik as wassery of droogkamers, belet nie.
- (o) Enige gedeelte van die akkommodasie vir die bemanning wat teen 'n tenk (behalwe die kruin) waarin olie in massa vervoer mag word, aangrensend is, moet, benewens die afskottling tussen die olietenk, ook nog deur 'n gasdigte staaltussenskot geskei word. Die Sekretaris kan enige skip van die voorskrifte van hierdie subparagraaf vrystel as hy oortuig is dat die afskottling tussen die olietenk onder dienstoestande waarskynlik oloedig sal bly.
- (p) As enige deel van die akkommodasie vir die bemanning op 'n dek geleë is wat die kruin uitmaak van 'n ruimte waarin olie in massa vervoer mag word, moet sodanige dek oloedig wees. Daar mag geen mangate of ander openinge na die olietens in die akkommodasie vir die bemanning wees nie. Die Sekretaris kan enige skip wat gebruik word vir die behandeling van walvisse of vir die vervoer van persone wat diens doen in die vangs of behandeling van walvisse, van die voorskrifte van hierdie subparagraaf vrystel in sover dit betrekking het op mangate of ander openinge in die olietens.
- (q) As enige gedeelte van die akkommodasie vir die bemanning geleë is op 'n dek wat deel uitmaak van die kruin van 'n permanente steenkoolbunker, moet sodanige dek gasdig wees.
- (r) Die toe- en uitgangsmiddels vanaf elke deel van die akkommodasie vir die bemanning moet so geleë wees dat ingeval van brand in enige lamp- of verfkamer in die skip, toe- en uitgang vanaf die akkommodasie vir die bemanning nie belemmer word nie.

11. VERWARMING.

(1) In elke skip, behalwe 'n skip wat uitsluitlik binne die trope of die Persiese Golf gebruik word, moet alle slaapkamers, eetkamers, ontspanningkamers, sanitêre akkommodasie, kantore, studeerkamers en hospitale, wat deel uitmaak van die akkommodasie vir die bemanning, voorsien word van 'n verwarmingstelsel wat blywend geïnstalleer is en in staat is om te verseker dat wanneer die ventilasiesistelsel wat ter nakoming van hierdie regulasies vir sulke kamers of akkommodasie verskaf word, in werking is om minstens 15 kubieke voet vars lug per minuut vir elke persoon vir wie die kamer of akkommodasie ontwerp is om op 'n slag te huisves en die temperatuur van die ooplug 0° C. is, die temperatuur daarin op 20° C. in stand gehou kan word in die geval van 'n skip wat gereeld in diens is, behalwe as 'n kusvaarder, en op 15° C. in die geval van enige ander skip: Met dien verstande dat die temperatuur binne 'n waterkloset hoogstens 6° C. bokant die omgewingstemperatuur van die oop lug hoef te wees. As die temperatuur binne enige waterkloset deur warmte vanaf 'n aangrensende kompartement so in stand gehou kan word, is 'n verwarmingstelsel vir daardie waterkloset nie nodig nie.

The Secretary may exempt from the requirements of his paragraph—

(i) any ship of under 500 tons;

(ii) any ship intended to be engaged on a voyage to a place within the Tropics or the Persian Gulf for the purpose of being employed solely in those areas.

If he is satisfied that the crew accommodation is fitted with stoves which are properly installed and adequately guarded, or with other suitable means of heating. The Secretary may further exempt any ship employed solely between 1st September and 30th April, inclusive, and solely as a coasting ship from the requirements of this paragraph if he is satisfied that the ship is fitted with suitable means of heating by steam, hot water, warm air or electricity.

(2) The permanent heating system required by the foregoing paragraph shall be operated by steam, hot water or electricity, or shall be a system supplying warm air.

(3) The heating equipment shall be so constructed, installed and, if necessary, shielded as to avoid the risk of fire and not to constitute a source of danger or discomfort to the crew. In particular means shall be provided, unless the provision thereof is unreasonable or impracticable in the circumstances, by which, without the use of a tool or key, the heat emitted by the radiator or other heating device fitted in any space can be turned on and off and varied. The heating equipment shall be so constructed that its operation is not affected by the use or non-use of any steering-gear, deck machinery, calorifiers or cooking appliances in the ship.

(4) The heating system shall be in operation at all times when any members of the crew are living or working on board the ship and circumstances require its use: Provided that while the ship is in port the heating system shall not be required to be in operation if efficient temporary means of heating are provided for such parts of the crew accommodation as are in use.

12. LIGHTING.

(1) In every ship, every part of the crew accommodation other than pantries, laundries, drying rooms, lockers and store rooms, shall be properly lighted by natural light: Provided that if in any space in a passenger ship or in a ship engaged in the whaling industry it is impracticable to provide proper natural lighting, such lighting shall not be required if adequate electric lighting is always available in that space. The Secretary may exempt any ship from the requirements of this paragraph in relation to sanitary accommodation and passageways to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable in the circumstances.

(2) The natural lighting of a sleeping room, mess room, recreation room or hospital ward, shall be deemed to be proper for the purposes of this regulation, if it is sufficient to enable an ordinary newspaper to be read by a person of normal vision at any point in the room, being a point available for free movement, during day time and in clear weather.

(3) Every side scuttle in a sleeping room, mess room, smoking room or recreation room in the crew accommodation of a ship shall be capable of being opened: Provided that this paragraph shall not apply to any side scuttle, being a side scuttle in a passenger ship which is in accordance with the Construction Regulations, 1960 required to be of a non-opening type.

(4) In every ship of 3,000 tons or over, every such side scuttle shall be at least 12 inches in diameter. The Secretary may exempt any ship from the requirement of this paragraph to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable in the circumstances.

Die Sekretaris kan—

(i) enige skip onder 500 ton;

(ii) enige skip bestem vir gebruik op reis na 'n plek binne die trope of die Persiese Golf met die doel vir uitsluitende diens in daardie gebiede.

van die voorskrifte van hierdie paragraaf vrystel as hy oortuig is dat die akkommodasie vir die bemanning van stowe wat behoorlik geïnstalleer en voldoende beskut is, of van ander geskikte verwarmingsmiddels voorsien is. Die Sekretaris kan verder enige skip wat uitsluitlik vanaf 1 September tot en met 30 April en uitsluitlik as 'n kusvaarder in diens is, van die voorskrifte van hierdie paragraaf vrystel as hy oortuig is dat daardie skip van geskikte verwarmingsmiddels deur stoom, warmwater, warmlug of elektrisiteit voorsien is.

(2) Die permanente verwarmingstelsel wat volgens voorgaande paragraaf voorgeskryf is moet met stoom, warmwater of elektrisiteit in werking gestel word, of 'n warmlugtoevoersisteem wees.

(3) Die verwarmingsuitrusting moet so aangelê, geïnstalleer en, indien nodig, beskut word dat dit brandgevaar sal voorkom en op so 'n wyse dat dit vir die bemanning geen gevaar of ongerief uitmaak nie. In die besonder moet daar middels voorsien word, tensy die voorsiening onder die omstandighede onredelik of onprakties is, waardeur, sonder die gebruik van 'n stuk gereedskap of sleutel, die warmteuitstraling van die radiator of ander verwarmingsinrigting wat in enige ruimte aangelê is, aangeafgesluit, asook verander kan word. Die verwarmingsuitrusting moet so aangelê word dat die werking daarvan nie deur die gebruik of nie-gebruik van enige stuurinrigting, dekmasjinerie, warmtewisselaars of kookuitrusting in die skip geraak word nie.

(4) Wanneer enige lede van die bemanning aan boord van die skip woon of werk en die omstandighede dit vereis, moet die verwarmingstelsel altyd in werking wees: Met dien verstande dat terwyl die skip in 'n hawe is, dit nie nodig is om die verwarmingstelsel in werking te stel nie mits doeltreffende tydelike middels van verwarming vir sulke dele van die akkommodasie vir die bemanning as wat in gebruik is, verskaf word.

12. VERLIGTING.

(1) In elke skip moet elke gedeelte van die akkommodasie vir die bemanning, behalwe spense, wasserye, droogkamers, sluitkaste en pakkamers, behoorlik met natuurlike lig verlig word: Met dien verstande dat as dit onprakties is om enige ruimte in 'n passasierskip of in 'n skip in diens van die walvisvangsbedryf van behoorlike natuurlike lig te voorsien, sodanige verligting, mits daar altyd voldoende elektriese verligting in daardie ruimte beskikbaar is, nie nodig is nie. Die Sekretaris kan enige skip met betrekking tot sanitêre akkommodasie en deurgange van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat nakoming daarvan onder die omstandighede onredelik of onprakties is.

(2) Die natuurlike verligting in 'n slaapkamer, eetkamer, ontspanningskamer of hospitaalsaal word vir die doel van hierdie regulasie geskik geag as dit voldoende is vir 'n persoon met normale gesigsvermoë om 'n gewone nuusblad op enige punt in die kamer, wat vir vrye beweging oordag en in helder weer beskikbaar is, te lees.

(3) Elke patryspoort in 'n slaapkamer, eetkamer, rookkamer of ontspanningskamer in die akkommodasie vir die bemanning van 'n skip moet oopgemaak kan word: Met dien verstande dat hierdie paragraaf nie op enige patryspoort in 'n passasierskip wat ooreenkomstig die Regulasies in verband met Konstruksie, 1960 van 'n nie-oopmaaktipe moet wees, van toepassing is nie.

(4) In elke skip van 3,000 ton of groter moet elke sodanige patryspoort minstens 12 duim in deursnee wees. Die Sekretaris kan enige skip van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat nakoming daarvan onder die omstandighede onredelik of onprakties is.

(5) In every ship an electrical system shall be installed which is capable of providing adequate lighting in every part of the crew accommodation. The electric lights shall be so arranged as to give the maximum benefit to the crew, and in particular an electric reading light shall be fitted at the head of each bed and shall be capable of being switched on and off from the bed. A lamp emitting at least 200 lumens shall be fitted in every such reading light in a sleeping room, and a lamp emitting at least 400 lumens shall be fitted in every such light in a hospital ward. An efficient alternative system of lighting or source of electric power shall be always available for lighting the crew accommodation. The Secretary may exempt any ship of under 500 tons from the requirement of this paragraph if he is satisfied that compliance therewith is unreasonable or impracticable in the circumstances and that other suitable artificial lighting is provided in the crew accommodation.

(6) (a) The electric lighting of the spaces referred to in sub-paragraph (c) shall be deemed to be adequate if, when the lamps and paintwork are new, the illumination in the horizontal plane when measured at the points and in the manner prescribed in sub-paragraph (b) is steady and, subject to a tolerance of 10 per cent, is maintained at a value not less than that prescribed for every such space.

(b) The points at which illumination shall be measured shall be as follows:—

- (i) Where general measurement points are prescribed for the illumination of a space, then measurements shall be taken at every point midway between every 2 adjacent lamps and at every point midway between every lamp and any position on any boundary of the space. Provided always that where within any space a part of that space (being a part of that space available for free movement) is shaded from the direct rays of a lamp by a re-entrant angle formed in the boundary of the space, then the central point of the part of the space so shaded shall also be a general measurement point; and
- (ii) where particular measurement points are also prescribed for a space, then measurements shall in addition be taken at every such point.

In all cases measurements shall be taken at a height of 2 feet 9 inches above the floor, except that in the case of passageways, companionways, and covered recreation deck spaces, measurements may be taken either at a height of 2 feet 9 inches above the floor or at floor level, provided that in the case of measurements taken at floor level the reflection factor of the floor surface shall not be less than 40 per cent. Illumination of provision store rooms shall be measured when the rooms are empty.

(c) In addition to any other lights, the spaces referred to in this sub-paragraph shall be provided with the lighting in each case specified therefor:—

(i) *Sleeping rooms and day rooms.*

2-foot candles immediately in front of any drawer, bookcase, clothes locker, wardrobe and toilet mirror.

5-foot candles at any wash-basin.

6-foot candles at any seat at a writing desk or table, and at not less than half the remaining seats in a sleeping room provided for the use of more than one person.

For the purpose of these spaces, reading lights at the heads of beds shall not be taken into account in determining the illumination of a space except in the case of a sleeping room provided for the use of one person only.

(ii) *Mess rooms.*

2-foot candles at general measurement points.

5-foot candles at any table and sink.

(5) In elke skip moet 'n elektriese stelsel geïnstalleer word met 'n vermoë om voldoende verligting in elke gedeelte van die akkommodasie vir die bemanning te verskaf. Die elektriese ligte moet so gerangskik word dat dit tot die grootste voordeel van die bemanning is, en in die besonder moet daar aan die koppenent van elke bed 'n elektriese leeslamp aangebring word wat vanaf die bed aan- en afgeskakel kan word. 'n Gloeilamp met 'n uitstraling van minstens 200 lumen moet in elke sodanige leeslamp in 'n slaapkamer aangebring word en 'n gloeilamp met 'n uitstraling van minstens 400 lumen moet in elke sodanige lig in 'n hospitaalsaal aangebring word. 'n Doeltreffende alternatiewe stelsel van verligting of elektriese kragbron moet steeds vir verligting van die akkommodasie vir die bemanning beskikbaar wees. Die Sekretaris kan enige skip onder 500 ton van die voorskrifte van hierdie paragraaf vrystel as hy oortuig is dat nakoming daarvan onder die omstandighede onredelik of onprakties is en dat ander geskikte kunsmatige verligting in die akkommodasie vir die bemanning verskaf is.

(6) (a) Wanneer die lampe en verfwerk nuut is, word die elektriese verligting van die ruimtes waarna in subparagraaf (c) verwys word, as voldoende geag as die verligting in die horisontale vlak, gemeet op die punte en op 'n wyse soos in subparagraaf (b) voorgeskryf, konstant is, en onderworpe aan 'n toelating van 10 persent, in stand gehou word teen 'n waarde van minstens dié wat vir elke sodanige ruimte voorgeskryf is.

(b) Die punte waarop verligting gemeet moet word, is as volg:—

- (i) Waar algemene meetpunte vir die verligting van 'n ruimte voorgeskryf word, moet metings geneem word by elke punt halfpad tussen 2 aangrensende lampe en by elke punt halfpad tussen elke lamp en enige posisie op enige grens van die ruimte: Steeds met dien verstande dat waar daar binne enige ruimte 'n deel van daardie ruimte (wat 'n deel uitmaak van daardie ruimte wat vir vrye beweging beskikbaar is) deur 'n inspringende hoek in die grens van die ruimte van die regstreekse strale van 'n lamp beskadu word, die sentrale punt van die gedeelte van die ruimte wat so beskadu word dan ook 'n algemene meetpunt moet wees; en
- (ii) waar besondere meetpunte ook vir 'n ruimte voorgeskryf word, moet die metings daarbenewens by elke sodanige punt geneem word.

In alle gevalle moet metings op 'n hoogte van 2 voet 9 duim bokant die vloer geneem word, behalwe dat in die geval van deurgange, toegangstrappe en oordekte ontspanningsdekrumtes, metings geneem mag word of op 'n hoogte van 2 voet 9 duim bokant die vloer of op die vloeroppervlak, mits dat in die geval van metings wat op 'n vloeroppervlak geneem word die refleksiefaktor van die vloeroppervlak minstens 40 persent moet wees. Verligting van proviandpakkamers moet gemeet word wanneer die kamers leeg is.

(c) Benewens enige ander ligte moet die ruimtes waarna in hierdie subparagraaf verwys word, in elke geval soos daarvoor gespesifiseer van verligting voorsien word:—

(i) *Slaap- en dagkamers.*

2 voetkerse onmiddellik voor enige laai, boekkas, kleresluitkas, klerekas en toiletspieël;

5 voetkerse by enige waskom;

6 voetkerse by enige sitplek by 'n skryftafel of tafel en by minstens die helfte van die oorblywende sitplekke in 'n slaapkamer vir die gebruik van meer as een persoon.

Vir die doel van hierdie ruimtes word leeslampe aan die koppenent van bedde by die bepaling van die verligting in 'n ruimte nie meegereken nie, behalwe in die geval van 'n slaapkamer vir die gebruik van slegs een persoon.

(ii) *Eetkamers.*

2 voetkerse by algemene meetpunte;

5 voetkerse by enige tafel en opwasbak.

(iii) *Recreation and Smoking Rooms.*

- 2-foot candles at general measurement points.
- 5-foot candles at the recreation tables.
- 6-foot candles at any seat at a writing position at a desk or table and at not less than half the remaining seats.

(iv) *Hospital Wards.*

- 2-foot candles at general measurement points.
- 5-foot candles at any wash-basin.

In addition to the electric reading lamp required to be provided at the head of each bed in accordance with paragraph (5), at least one fixed lamp shall be installed. The portable electric lamp required to be provided by paragraph (10) of regulation 32 shall emit at least 600 lumens.

For the purposes of these spaces reading lights at the heads of beds shall not be taken into account in determining illumination except in the case of a hospital ward provided for the use of one person only.

(v) *Offices and Studies.*

- 2-foot candles immediately in front of any drawer and any bookcase.
- 8-foot candles at every writing position at a desk or table.

(vi) *Sanitary Accommodation (including sanitary accommodation in hospitals).*

Water Closets.—3-foot candles in way of the pan.
Shower Spaces.—2-foot candles in the centre of the spaces.

Washrooms and Bathrooms.

- 3-foot candles at general measurement points.
- 5-foot candles at any wash-basin or washing trough and at or near the head of any bath.

(vii) *Laundries.*

- 3-foot candles at general measurement points.
- 5-foot candles at any washing trough.

(viii) *Drying Rooms.*

- 2-foot candles in the centre of the space.

(ix) *Galleys (including Bakeries and Pantries).*

- 6-foot candles at working positions.
- The lamps shall be so disposed as to ensure that the food preparation tables, the range top, the serving tables and the washing-up sinks receive the maximum amount of light.

(x) *Provision Store Rooms, Dry Store Rooms.*

- 2-foot candles at general measurement points.
- 2-foot candles immediately in front of shelving and any cupboard.

Cold Store Rooms.—Half the standard prescribed for a Dry Store Room.

(xi) *Passageways, Companionways and covered Recreation Deck Spaces.*

- 2-foot candles at general measurement points.
- A lamp shall be placed at or near the head of each stairway or ladder or hatchway and at or near doors of any lockers provided for oilskins or working clothes.

13. VENTILATION.

(1) In every ship the enclosed parts of the crew accommodation shall be ventilated by a system which will maintain the air therein in a state of purity adequate for the health and comfort of the crew. Such system shall be capable of being so controlled as to ensure a sufficiency of air movement under all conditions of weather and climate to which the ship is likely to be subjected during the voyages on which she is intended to be engaged, and shall be additional to any side scuttles, skylights, companions, doors or other apertures not intended solely for ventilation.

(iii) *Ontspanning- en rookkamers.*

- 2 voetkerse by algemene meetpunte;
- 5 voetkerse by die ontspanningtafels;
- 6 voetkerse by enige sitplek by 'n lessenaar of tafel waarop skryfwerk gedoen word en by minstens die helfte van die oorblywende sitplekke.

(iv) *Hospitaalsale.*

- 2 voetkerse by algemene meetpunte;
- 5 voetkerse by enige waskom.

Benewens die elektriese leeslamp wat ooreenkomstig paragraaf (5) by die koppenent van elke bed aangebring moet word, moet daar minstens een vaste lamp geïnstalleer word. Die elektriese looplamp wat ooreenkomstig paragraaf (10) van regulasie 32 voorsien moet word, moet minstens 600 lumen uitstraal.

Vir die doeleindes van hierdie ruimtes word leeslampe by die koppenent van bedde by die bepaling van verligting nie meegereken nie, behalwe in die geval van 'n hospitaalsaal vir die gebruik van slegs een persoon.

(v) *Kantore en studeerkamers.*

- 2 voetkerse onmiddellik voor enige laai en enige boekkas;
- 8 voetkerse by elke skryftafel of tafel waarop skryfwerk gedoen word.

(vi) *Sanitêre akkommodasie (met inbegrip van sanitêre akkommodasie in hospitale).*

- waterklosette—3 voetkerse vir verligting van die pot;
- stortbadde—2 voetkerse in die middel van die ruimte;
- waskamers en badkamers—

- 3 voetkerse by algemene meetpunte;
- 5 voetkerse by enige waskom of wastrog en by of naby die koppenent van enige bad.

(vii) *Wasserye.*

- 3 voetkerse by algemene meetpunte;
- 5 voetkerse by enige wastrog.

(viii) *Droogkamers.*

- 2 voetkerse in die middel van die ruimte.

(ix) *Skeepskombuise (met inbegrip van bakkerye en spense).*

- 6 voetkerse by werkplekke.

Die lampe moet so gerangskik word dat die tafels vir die bereiding van voedsel, die bokant van die stoof, die opsketafels en opwasbakke die maksimum hoeveelheid lig ontvang.

(x) *Proviantpakkamers, droë pakkamers.*

- 2 voetkerse by algemene meetpunte;
- 2 voetkerse onmiddellik voor rakke en enige muurkas.

Koelpakkamers: die helfte van die standaard wat vir 'n droë pakkamer voorgeskryf is.

(xi) *Deurgange, toegangstrappê en oordekte ontspanningsdekrumtes.*

- 2 voetkerse by algemene meetpunte.

'n Lamp moet by of naby die bo-ent van elke trap of leer of luikopening en by of naby deure van enige kaste vir oliepakke of werksklere geplaas word.

13. VENTILASIE.

(1) In elke skip moet die omslote gedeeltes van die akkommodasie vir die bemanning geventileer word deur 'n stelsel wat die lug daarin gedurig suiwer sal hou en vir die gesondheid en gerief van die bemanning voldoende is. Die stelsel moet sodanig wees dat daar onder alle omstandighede van wind, weer en klimaat waaraan die skip gedurende die reis waarvoor hy bestem is om gebruik te word moontlik onderworpe mag wees, bo en behalwe enige patryspoorte, boligte, kapluike, deure of ander openinge wat nie uitsluitend vir ventilasie bestem is nie, 'n voldoende lugbeweging gereël kan word.

(2) In every ship the crew accommodation, other than store rooms, shall be situated amidships or aft. The Secretary may exempt any ship from the requirements of this paragraph to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable by reason of the size or intended service of the ship: Provided that in ships of 500 tons or over no part of the crew accommodation, other than store rooms, shall be forward of the collision bulkhead.

(3) Sleeping rooms forming part of the crew accommodation of a passenger ship shall not be situated immediately beneath a working passageway.

6. HEIGHT OF CREW ACCOMMODATION.

(1) In every ship the height of the crew accommodation measured from the top of the floor beams to the top of the crown beams shall be not less than the following:—

In ships of under 1,600 tons: 7 feet.

In ships of 1,600 tons or over: 7 feet 6 inches.

The Secretary may, in respect of store rooms and sanitary accommodation, exempt any ship from the requirements of this paragraph.

(2) Every sleeping room forming part of the crew accommodation shall be so constructed as to provide a clear headroom of at least 6 feet 3 inches at every point in the room which is available for free movement. The Secretary may exempt any ship of under 500 tons from the requirement of this paragraph to the extent to which he is satisfied that compliance therewith is unreasonable or impracticable in the circumstances.

7. CONSTRUCTION OF BULKHEADS AND PANNELLING.

(1) In every ship all bulkheads enclosing or within any part of the crew accommodation shall be properly constructed of steel or other suitable material. If the bulkheads are exposed to the weather they shall be of watertight and gastight construction, and means of closure shall be provided for all openings in such bulkheads so as to enable them to be made watertight.

(2) Any bulkhead which separates any part of the crew accommodation (other than a recreation deck space) from a space used as—

- (a) a permanent coal bunker;
- (b) an oil fuel bunker;
- (c) a cargo or machinery space;
- (d) a lamp room or paint room;
- (e) a store room not forming part of the crew accommodation (other than a dry provision store room);
- (f) a chain locker; or
- (g) a cofferdam,

shall be gastight, and shall be watertight where necessary to protect the crew accommodation.

(3) Any bulkhead which separates any part of the crew accommodation from a dry provision store room (whether or not such store room forms part of the crew accommodation) shall be gastight.

(4) Subject to the provisions of paragraph (5) of regulation 28 any bulkhead which separates any part of the crew accommodation from sanitary accommodation or from a laundry or drying room, galley or cold store room (whether or not such sanitary accommodation, laundry, drying room, galley or cold store room forms part of the crew accommodation) shall be gastight, and shall be watertight to such height as is necessary to prevent the passage of water into the adjoining space. In particular any bulkhead separating sanitary accommodation from any other part of the crew accommodation shall, except in a doorway, be watertight to a height of at least 9 inches above the floor of the sanitary accommodation. Provided that the requirements of this paragraph shall not apply to bulkheads separating—

- (a) sanitary accommodation from other sanitary accommodation;

(2) In elke skip moet die akkommodasie vir die bemanning, behalwe pakkamers, midskeeps of agter op die skip wees. Die Sekretaris van enige skip van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat nakoming daarvan vanweë die grootte of bestemde diens van die skip, onredelik of onprakties is: Met dien verstande dat in skepe van 500 ton en groter geen deel van die akkommodasie vir die bemanning, behalwe pakkamers, voor die aanvaringsbeskot mag wees nie.

(3) Slaapkamers wat deel uitmaak van die akkommodasie vir die bemanning van 'n passasierskip mag nie onmiddellik onder 'n werksgang wees nie.

6. HOOGTE VAN AKKOMMODASIE VIR BEMANNING.

(1) In elke skip moet die hoogte van die akkommodasie vir die bemanning, gemeet vanaf die bopunt van die vloerbalk tot aan die bopunt van die kruinbalk, minstens as volg wees:—

In skepe onder 1,600 ton: 7 voet.

In skepe van 1,600 ton en groter: 7 voet 6 duim.

Die Sekretaris kan ten opsigte van pakkamers en sanitêre akkommodasie, enige skip van die voorskrifte van hierdie paragraaf vrystel.

(2) Elke slaapkamer wat deel uitmaak van die akkommodasie vir die bemanning moet so gebou wees dat daar 'n oop kopruimte is van minstens 6 voet 3 duim by enige punt in die kamer wat vir vrye beweging beskikbaar is. Die Sekretaris kan enige skip onder 500 ton van die voorskrifte van hierdie paragraaf vrystel in sover hy oortuig is dat nakoming daarvan onder die omstandighede onredelik of onprakties is.

7. BOU VAN BESKOTTE EN PANEELWERK.

(1) In elke skip moet alle beskotte wat enige gedeelte van die akkommodasie vir die bemanning omsluit of daarin is, behoorlik van staal of ander geskikte materiaal gemaak wees. As die beskotte aan wind en weer blootgestel is, moet hulle van 'n waterdigte en gasdigte konstruksie wees, en vir alle openinge in sulke beskotte moet daar sluitingsmiddels aangebring word sodat hulle waterdig gemaak kan word.

(2) Enige beskot wat enige gedeelte van die akkommodasie vir die bemanning (behalwe 'n ontspanningsdeurruimte) skei van 'n ruimte wat gebruik word as—

- (a) 'n permanente steenkoolbunker;
- (b) 'n oliebrandstofbunker;
- (c) 'n vrag- of masjienruim;
- (d) 'n lamp- of verfkamer;
- (e) 'n pakkamer wat nie deel van die akkommodasie vir die bemanning uitmaak nie (behalwe 'n droëproviandpakkamer);
- (f) 'n kettingbak; of
- (g) 'n kofferdam,

moet gasdig wees, asook waterdig wees waar dit vir die beskerming van die akkommodasie vir die bemanning nodig is.

(3) Enige beskot wat enige gedeelte van die akkommodasie vir die bemanning van 'n droëproviandpakkamer skei (of so 'n pakkamer deel uitmaak van die akkommodasie vir die bemanning of nie) moet gasdig wees.

(4) Behoudens die bepalinge van paragraaf (5) van regulasie 28, moet enige beskot wat enige gedeelte van die akkommodasie vir die bemanning van sanitêre akkommodasie of van 'n wassery of droogkamer, skeepskombuis of koelpakkamer skei (of sodanige sanitêre akkommodasie, wassery, droogkamer, skeepskombuis of koelpakkamer deel uitmaak van die akkommodasie vir die bemanning of nie) gasdig en waterdig wees, tot op so 'n hoogte as wat nodig is om die deurloop van water in die aangrensende ruimte te voorkom. In die besonder moet enige beskot wat sanitêre akkommodasie van enige ander gedeelte van die akkommodasie vir die bemanning skei, behalwe in 'n deuropening, waterdig wees tot op 'n hoogte van minstens 9 duim bokant die vloer van die sanitêre akkommodasie: Met dien verstande dat die voorskrifte van hierdie paragraaf nie op beskotte wat onderstaande vanmekaar skei, van toepassing is nie—

- (a) sanitêre akkommodasie van ander sanitêre akkommodasie;