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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 960.]

[26 June 1964.]

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

FRUIT AND VEGETABLE CANNING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour, hereby—

- (a) 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 Fruit and Vegetable Canning Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 30th April, 1965, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 13 and 14, shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 30th April, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Boksburg, Caledon, Johannesburg, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Strand, Tulbagh, Wellington and Worcester; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Boksburg, Caledon, Johannesburg, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Strand, Tulbagh, Wellington and Worcester and from the second Monday after the date of publication of this notice and for the period ending on the 30th April, 1965, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 13 and 14, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 960.]

[26 Junie 1964.]

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) 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 Vrugte- en Groente-inmaaknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1965 eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1), soos toegepas by subartikel (9), van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 13 en 14, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Boksburg, Caledon, Johannesburg, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester; en
- (c) kragtens paragraaf (a) van subartikel (3), soos toegepas by subartikel (9), van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 13 en 14, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1965 eindig, in die landdrostdistrikte Boksburg, Caledon, Johannesburg, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

CONCILIATION BOARD FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the following employers:—

Messrs:—

Ashton Canning Co., (Pty.), Ltd.,
Brink Bros., Canning Factory Ltd.,
Deepfreezing and Preserving (Pty.), Ltd.,
Eagle Canning Company.,
Gants Foods (Pty.), Ltd.,
H. Jones & Co., (South Africa), Ltd.,
Jax Canning (Pty.), Ltd.,
Langeberg Ko-operasie, Beperk.,
Oaklen Canning Co., (Pty.), Ltd.,
Rhodes Fruit Farms, Ltd., and
South African Preserving Co., (Pty.), Ltd.

of the one part (hereinafter referred to as the "employers") and

The Food and Canning Workers' Union

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

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed by the employers and employees in the Fruit and Vegetable Canning Industry in the following areas:—

Cape Province.—The Magisterial Districts of Caledon, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Strand, Tulbagh, Wellington and Worcester.

Transvaal.—The Magisterial Districts of Boksburg and Johannesburg.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4 (1).

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in operation until the 30th April, 1965.

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—

"ammonia compressor plant attendant" means an employee who is in charge of an ammonia compressor plant;
"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act and includes a cooper;
"assistant factory foreman" means an employee, other than a department foreman, supervisor or chargehand who assists the foreman in the performance of his duties and who may act for him during his absence;
"automatic can casing machine" means a machine used for filling labelled cans into cartons;
"automatic carton sealing and compressing machine" means a machine used for glueing the flaps of filled cartons and the compressing thereof;
"automatic can labelling machine attendant" means an employee who is in charge of an automatic can labelling machine and for the purposes of this clause "in charge of" means responsible for the operation of the machine;
"automatic double seaming machine attendant" means an employee who is in charge of an automatic double seaming machine and for the purpose of this definition "in charge of" means responsible for the operation of the machine;
"boiler attendant" means an employee who is engaged in maintaining the water level and steam pressure in a boiler and who may fire such boiler;
"box-end printing machine operator" means an employee engaged in operating a box-end printing machine and whose duties include setting or arranging letters or numbers for printing wooden box-ends;
"can packer" means an employee engaged in hand grading prepared fruit or vegetables according to size and/or quality, whilst washing and filling such products into cans or bottles, and includes an employee engaged in packing meats and/or sausages into cans; but excludes an employee who removes foreign blemished matter from fruit or vegetables;
"canteen cook" means an employee other than a "soup cooker" who is engaged in and responsible for cooking meals for a canteen;

BYLAE.

VERSOENINGSRAAD VIR DIE VRUGTE- EN GROENTE-INMAAKNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die volgende werkgewers:—

Die firmas:—

Ashton Canning Co. (Pty.), Ltd.,
Brink Bros., Canning Factory, Ltd.,
Deepfreezing and Preserving (Pty.), Ltd.,
Eagle Canning Company,
Gants Foods (Pty.), Ltd.,
H. Jones & Co. (South Africa), Ltd.,
Jax Canning (Pty.), Ltd.,
Langeberg Ko-operasie, Beperk,
Oaklen Canning Co. (Pty.), Ltd.,
Rhodes Fruit Farms, Ltd., en
South African Preserving Co. (Pty.), Ltd.,

(hieronder die "werkgewers" genoem) aan die een kant, en

The Food and Canning Workers' Union

(hieronder die "werknemers" genoem), aan die anderkant.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word deur die werkgewers en werknemers in die Vruchte- en Groente-inmaaknywerheid in die volgende gebiede:—

Kaaprovinsie.—Die landdrostdistrikte Caledon, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester.

Transvaal.—Die landdrostdistrikte Boksburg en Johannesburg.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms nie van toepassing op werknemers vir wie lone in klousule 4 (1) voorgeskryf word nie.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, bepaal word en bly tot 30 April 1965 van krag.

3. WOORDOMSKRYWING.

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

"bediener van 'n ammoniakpersinstallasie" 'n werknemer wat in beheer is van 'n ammoniakpersinstallasie;
"ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmense, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet, en sluit dit 'n kuiper in;
"assistent-fabrieksvoorman" 'n werknemer, uitgesonderd 'n afdelingsvoorman, opsigter of onderbaas, wat die voorman help om sy pligte te vervul en wat in sy afwesigheid namens hom mag waarnaem;
"outomatiese blikverpakkingsmasjien" 'n masjien wat geëtiketteerde blikke in kartondose inpak;
"outomatiese kartonhouerverseelings- en persmasjien" 'n masjien wat lym aan die klappe van gevulde kartonhouers aanbring en dit pers;
"bediener van 'n outomatiese bliketiketteermasjien" 'n werknemer wat in, beheer is van 'n outomatiese bliketiketteermasjien, en by die toepassing van hierdie klousule beteken "in beheer van" die verantwoordelikheid vir die werking van die masjien;
"bediener van 'n outomatiese dubbelnaatmasjien" 'n werknemer wat in beheer is van 'n outomatiese dubbelnaatmasjien, en by die toepassing van hierdie woordomskriving, beteken "in beheer van" die verantwoordelikheid vir die werking van die masjien;
"stoomketelbediener" 'n werknemer wat die water en stoomdruk in 'n stoomketel op peil hou en wat die stoomketel mag stook;
"bediener van 'n kis-entendrukmasjien", 'n werknemer wat 'n kis-entendrukmasjien bedien en wie se werk die set en rangskikking van letters en syfers vir die drukwerk op houtkies-ente insluit;
"blikkiespakker" 'n werknemer wat bereide vrugte of groente met die hand volgens grootte en/of kwaliteit sorteer terwyl sulke produkte gewas en in blikkies of bottels verpak word en sluit dit 'n werknemer in wat vleis en/of worsies in blikkies pak; maar dit sluit nie 'n werknemer in wat vreemde stowwe of besoedelde gedeeltes uit vrugte of groente verwyder nie;

"can tester" means an employee engaged in testing empty cans by hand for leaks under pressure in water, during the manufacture of open-top cans;

"cask or barrel repairer" means an employee who repairs casks or barrels;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"chargehand" means an employee who under the supervision of a factory foreman, assistant factory foreman, departmental foreman, forewomen, or supervisor is in charge of a group of grade V employees;

"chemical technician" means an employee engaged in inaugurating, governing, supervising or carrying out tests of raw and/or manufactured products and interpreting the data derived from such test in connection with the preparation of products;

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk, fruit and/or vegetable receiving clerk and telephone operator;

"clipper" means an employee who records by clipping device the piece-work done by piece-workers during the day;

"departmental foreman" means an employee, other than a factory foreman, assistant factory foreman, supervisor, or chargehand who, in either the fruit preparation or canning departments of an establishment is in charge of supervisors, grade I, IA, II, III, or IV employees, and who may supervise grade V employees; provided that where a forewoman is employed in either the fruit preparation or the canning department, the respective departmental foreman may also be in charge of such forewoman;

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

"double seamer feeder" means an employee who feeds lids into a double seaming machine and who may start and stop the machine and clear jams in the runway;

"engineering and electrical assistant" means an employee other than artisan, a machine handyman or an apprentice who may do engineering and/or electrical work under the supervision of an artisan, a machine handyman or an apprentice but does not include an employee who merely assists as a labourer, artisan, a machine handyman or an apprentice;

"experience" means, in relation to a food boiler, a factory clerk, a grade I employee, a grade IA employee or a grade II employee, the total period or periods of employment which such employee has had as a food boiler, a factory clerk, a grade I employee, a grade IA employee or a grade II employee respectively, in the Fruit and Vegetable Canning Industry;

"factory" means any establishment in which three or more persons are employed in any of the operations referred to in paragraphs (a), (b) and (c) of the definitions of "Fruit and Vegetable Canning Industry" or premises on which less than three persons are so employed if mechanical power, other than for ordinary lighting purposes, is used for the said operations;

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

- Issuing and recording labels;
- assembling orders;
- recording quantities and/or weight of goods consumed;
- weighing goods;
- recording the times worked by employees;
- recording piecework earnings;
- checking of time and piecework in preparation for wage clerk;

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

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

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

"factory fork lift truck driver" means an employee, other than a factory truck driver, or an industrial tractor driver, engaged in driving a mechanically propelled fork lift truck used for carting and mechanically stacking goods, within the factory premises and/or between the premises used by the employer and situated not more than 100 yards apart and for the purposes of this definition, driving includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive;

"factory truck driver" means an employee, other than a factory fork lift truck driver, or an industrial tractor driver engaged in driving a mechanically propelled truck within the factory premises and/or between the factory premises used by the employer and situated not more than 100 yards apart and for the purpose of this definition, driving includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"verversingslokaalkok" 'n werknemer, uitgesonderd 'n "sopkoker", wat etes vir 'n verversingslokaal kook en ook vir die kook daarvan verantwoordelik is;

"blikkiestoetser" 'n werknemer wat leë blikke gedurende die vervaardiging van oopkopblikke met die hand vir lekplekke onder druk in water toets;

"kuip- of vathersteller" 'n werknemer wat kuipe of vate herstel;

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

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

"chemitegnikus" 'n werknemer wat toetse met rou en/of vervaardigde produkte aan die gang sit, lei, toesig daaroor hou of uitvoer en wat in verband met die bereiding van produkte die gegewens vertolk wat van sodanige toes verkry is;

"klerklike werknemer" 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en sluit dit 'n pakhuisman, kassier, versendingsklerk, vrugte- en/of groenteontvangklerk en telefonis in;

"knipper" 'n werknemer wat deur middel van 'n knipstoestel die stukwerk wat gedurende die dag deur stukwerkers verrig word, registreer;

"afdelingsvoorman" 'n werknemer, uitgesonderd 'n fabrieksvoorman assistent-fabrieksvoorman, opsigter of onderbaas, wat of in die vrugteberedingsafdeling of in die inmaakafdeling van 'n bedryfsinrigting beheervoer oor opsigters, graad I, IA, II, III- of IV-werknemers en wat oor graad V-werknemers toesig kan hou; met dien verstande dat as daar of in die vrugteberedingsafdeling of in die inmaakafdeling 'n voorvrou in diens is, die betrokke afdelingsvoorman ook beheer oor die voorvrou kan uitoefen;

"versendingsklerk" 'n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van die goedere, die nattel van pakkette en die merk en adresseer daarvan;

"voerder van 'n dubbelnaatmasjien" 'n werknemer wat deksels aan 'n dubbelnaat masjien voer en wat die masjien mag aan- en stopst en wat verstoppings in die rolbaan kan wegruim;

"ingenieurs- en elektrotegniese assistent" 'n werknemer, uitgesonderd 'n ambagsman, 'n masjienfaktotum of 'n vakleerling wat ingenieurs- en/of elektrotegniese werk onder die toesig van 'n ambagsman, masjienfaktotum of vakleerling kan verrig maar sluit dit nie 'n werknemer in wat slegs as 'n arbeider, ambagsman, masjienfaktotum of 'n vakleerling help nie;

"ondervinding met betrekking tot 'n voedselkoker, 'n fabrieksklerk, 'n graad I-werknemer, 'n graad IA-werknemer, of 'n graad II-werknemer, die totale tydperk of tydperke wat die werknemer onderskeidelik as 'n voedselkoker, 'n fabrieksklerk, 'n graad I-werknemer, 'n graad IA-werknemer of 'n graad II-werknemer in die Nywerheid vir die inmaak van vrugte en groente werksaam was;

"fabriek" 'n bedryfsinrigting waarin drie of meer persone in diens is vir enigeen van die werksaamhede wat in paragrawe (a), (b) en (c) van die woordskrywing van die Nywerheid vir die inmaak van vrugte en groente genoem word, of 'n perseel waarin minder as drie persone aldus in diens is, indien vir die genoemde werksaamhede meganiese krag vir ander doeleindes as gewone verligtingsdoeleindes gebruik word;

"fabrieksklerk" 'n werknemer, uitgesonderd 'n klerklike werknemer, wat een of meer van die volgende werksaamhede verrig:—

- Etiket uitreik en aantekening daarvan hou;
- bestellings bymekaarmaak;
- aantekening hou van die hoeveelhede en/of gewig van goedere wat verbruik word;
- goedere afweeg;
- aantekening hou van stukwerkverdiens;
- tyd- en stukwerk ter voorbereiding vir die loonklerk, nagaan;
- en wat 'n pakhuisman of versendingsklerk in die algemeen kan bystaan, en omvat dit 'n werknemer wat verantwoordelik is vir die ontvang van goedere en die nagaan, aantekening en aflaai van sodanige goedere;

"fabrieksklerk, gekwalifiseer" 'n fabrieksklerk met minstens een jaar ondervinding;

"fabrieksklerk, ongekwalifiseer" 'n fabrieksklerk met minder as een jaar ondervinding;

"fabrieksvurkhuyswadywer" 'n werknemer, uitgesonderd 'n fabrieksvragwadywer of 'n drywer van 'n nywerheidstrekkertrek, wat 'n meganiese-aangedrewe vurkhuyswa dryf wat gebruik word vir die vervoer en meganiese opstapeling van goeder binne die fabriekperseel en/of tussen die persele wat die werkgewer gebruik en hoogstens 100 jaars uitmekaar is, en by die toepassing van hierdie omskrywing sluit "dryf" alle tyd in wat die drywer in beheer is van die voertuig of besig is met werk in verband met die voertuig of vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"fabrieksvragwadywer" 'n werknemer, uitgesonderd 'n drywer van 'n fabrieksvurkhuyswa of 'n drywer van 'n nywerheidstrekkertrek, wat binne die fabriekperseel en/of tussen die fabriekpersele wat die werkgewer gebruik en hoogstens 100 jaars uitmekaar is, 'n meganiese-aangedrewe vragwa dryf, en by die toepassing van hierdie woordskrywing sluit "dryf" alle tydperke in waarin daar gedryf asook enige tyd wat die drywer in beheer is van die voertuig of besig is met werk in verband met die voertuig of vrag en alle tydperke wat hy op sy pos moet bly, gereed om te dryf;

"fast closing and syringing machine operator" means an employee, who works a fast closing and syringing machine the speed of which is more than 200 cans per minute output;

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

"food boiler" means an employee who is responsible for and boils meat, jam, sauce, soup, squash or cordial and is also responsible for the mixing of fruit and other ingredients according to formula;

"food boiler, qualified," means a food boiler who has had not less than three years' experience;

"food boiler, unqualified," means a food boiler who has had less than three years' 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;

"forewoman" means a female employee in the Magisterial District of Port Elizabeth who under the supervision of a factory foreman or assistant factory foreman or departmental foreman, is in charge of all female employees (other than clerical employees) in a factory and who exercises control over such employees and is responsible for the efficient performance by them of their duties;

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

- (a) Jam, marmelade, jellies, preserves, canned fruit and/or canned vegetables, fruit, and/or vegetable concentrates, juices and pulps, soups, tomato sauce and cooked spaghetti, meat and/or sauces which are preserved by heat against decay in hermetically sealed containers made wholly or partly of tinplate or glass;
- (b) glace and crystallised fruits (other than dried or minced fruit), dehydrated or similarly processed fruits and vegetables (other than sun or kiln dried deciduous fruits) packed in hermetically sealed containers made wholly or partly of tinplate or glass or other types of containers and preserved by methods other than heretofore defined;
- (c) tinplate containers manufactured by an employer engaged in the manufacture of any of the above products;

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

"fruit checker" means an employee who is engaged in checking the quality of ready prepared fruit but does not include sorting;

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

- (1) Ammonia compressor plant attendant;
- (2) automatic bottle labelling machine operator;
- (3) automatic can labelling machine attendant;
- (4) automatic double seaming machine attendant;
- (5) cask or barrel repairer;
- (6) factory fork lift truck driver;
- (7) juice extractor;
- (8) laboratory assistant;
- (9) lacquering tin plate machine operator;
- (10) lye scalding supervisor;
- (11) syrup maker;
- (12) vacuum boiler plant and/or evaporator attendant;

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

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

"grade IA employee" means an employee engaged in one or more of the following capacities; operating and/or attending one or more of the following power-driven machines in connection with the making of cans—

- (a) automatic double slitter;
- (b) bending and/or body forming;
- (c) lining;
- (d) press stamping;

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

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

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

- (1) Canteen cook;
- (2) double seamer feeder;
- (3) factory truck driver;
- (4) hammer tester;
- (5) hand labeller;
- (6) industrial tractor driver;
- (7) Kelly plant ingredient dispenser;
- (8) lye scalding machine and plant operator;
- (9) making trays or boxes from uncut material;
- (10) measurer;
- (11) peach pitting or repitting machine supervisor;
- (12) pear peeling and coring machine supervisor;
- (13) retort pressure cooker attendant;

"bediener van 'n sneltoemaak en stroopmasjien" 'n werknemer wat 'n sneltoemaak- en stroopmasjien bedien waarvan die vermoë hoër as 200 blikke per minuut is;

"stoker" 'n werknemer wat vuur in stoomketels aan die brand hou, met inbegrip van stook, opbrek en hark;

"voedselkoker" 'n werknemer wat verantwoordelik is vir die kook van vleis, konfyt, sous, sop, vrugtesap of -stroop, en dit self ook kook, en wat ook verantwoordelik is vir die meng van vrugte en ander bestanddele volgens formule;

"voedselkoker, gekwalifiseer" 'n voedselkoker met minstens drie jaar ondervinding;

"voedselkoker, ongekwalifiseer" 'n voedselkoker met minder as drie jaar ondervinding;

"fabrieksvoorman" 'n werknemer wat toesig hou oor al die werknemers in 'n fabriek, wat oor dié werknemers beheer uitoefen en wat vir die doeltreffende verrigting van hul werk verantwoordelik is;

"voorruf" 'n vroulike werknemer in die landdrosdistrik Port Elizabeth wat onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman of afdelings-voorman toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in 'n fabriek en wat oor dié werknemers beheer uitoefen en vir die doeltreffende verrigting van hul werk verantwoordelik is;

"Vrugte- en Groente-inmaaknywerheid" die nywerheid waarin 'n werkgever en sy werknemers met mekaar geassosieer is in 'n fabriek waarin enigeen van ondergenoemde produkte geproduseer word:—

(a) Fynkonfyt, marmelade, jellie, konfyt, ingelegte vrugte en/of groente, ingelegde vrugte en/of groentekonsentrate, sappe en moes, sop, tamatiesous en gekookte spaghetti, vleis en/of worsies wat deur middel van hitte teen bederf bewaar word in lugdigte houers uitsluitlik of gedeeltelik van blik of glas gemaak;

(b) versuikerde en gekristalliseerde vrugte (behalwe gedroogte of gemaalde vrugtes, ontwaterde vrugte en groente of vrugte en groente wat soortgelyke behandeling ondergaan het (behalwe son- of oondgedroogte sagtevrugte) in lugdigte houers uitsluitlik of gedeeltelik van blik of glas gemaak of ander soorte houers verpak, en op ander metodes as dié hierbo beskryf, gepreserveer;

(c) blikhouers vervaardig deur 'n werkgever wat enigeen van bogenoemde produkte produseer;

met inbegrip van alle werksaamhede wat daarmee gepaard gaan of daaruit voortspruit en wat deur enige sodanige werkgever of werknemer verrig word;

"vrugteondersoeker" 'n werknemer wat die kwaliteit van klaarbereide vrugte nagaan, maar dit sluit nie sortering in nie;

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

- (1) Bediener van ammoniakperserinstallasie;
- (2) bediener van outomatiese botteletiketteermasjien;
- (3) bediener van 'n outomatiese bliketiketteermasjien;
- (4) bediener van 'n outomatiese dubbelnaatmasjien;
- (5) knip- of vathersteller;
- (6) drywer van 'n fabrieksvurkshyswa;
- (7) sapuitdrukker;
- (8) laboratoriumassistent;
- (9) bediener van blikvernismasjien;
- (10) opsigter van loogindoping;
- (11) stroopmaker;
- (12) bediener van 'n vakuumkookinstallasie en/of bediener van 'n verdamer;

"graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens ses maande ondervinding;

"graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as ses maande ondervinding;

"graad IA-werknemer" 'n werknemer wat in een of meer van ondergenoemde hoedanighede werksaam is; een of meer van die volgende kragmasjiene in verband met die vervaardiging van blikkies bedien en/of toesig daaroor hou:—

- (a) outomatiese dubbelsnyers;
- (b) buig- en/of houervormmasjiene;
- (c) voeringmasjiene;
- (d) uitstamperperse;

"graad IA-werknemer, gekwalifiseer," 'n graad IA-werknemer met minstens nege maande ondervinding;

"graad IA-werknemer, ongekwalifiseer," 'n graad IA-werknemer met minder as nege maande ondervinding;

"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:—

- (1) Verversingslokaalkok;
- (2) bediener van 'n dubbelnaatmasjien;
- (3) fabrieksvragwagdrywer;
- (4) hamertoets;
- (5) handetiketteerder;
- (6) drywer van 'n nywerheidstrekker;
- (7) Kelly-toestelbestanddeelluimeter;
- (8) bediener van 'n loognidoodmasjien en -installasie;
- (9) platkissies of kissies van ongesaagde materiaal maak;
- (10) afmeter;
- (11) opsigter van perskeontpit- of herontpitmasjien;
- (12) opsigter van 'n masjien wat pere skil en die binnestes uithaal;
- (13) bediener van retortdrukkokers;

- (14) operating and/or attending one or more of the following power-driven machines:—
- Automatic bottle filling and/or corking;
 - automatic bottle washing and/or sterilising;
 - automatic carton sealing and compressing (packomatic);
 - automatic clinching;
 - automatic double seamer (in can making);
 - automatic flanging;
 - automatic flexing;
 - automatic tinplate roller;
 - box-end printing;
 - box nailing;
 - centrifuge;
 - citrus automatic quartering or halving;
 - corn cutting, mixing, silking, washing and husking;
 - hydrostatic cooker;
 - jam elevator, jam filling or jam cooling;
 - melon dicing;
 - pea filling and brining;
 - pineapple cutting, peeling and coring;
 - pineapple slicing;
 - pulping and/or disintegrating;
 - non-automatic double seaming;
 - non-automatic power-press;
 - non-automatic slitter;
 - vegetable cutting, slicing or dicing;
 - winning and hulling.

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

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

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

- Clipper;
- engineering and electrical assistant;
- fireman;
- hand bottle labeller;
- passenger lift attendant;
- soldering by hand;
- stencil cutter;
- operating and/or attending one or more of the following power-driven machines:—
 - Automatic can-syruping;
 - automatic carton sealing and compressing;
 - can lacquering;
 - chipping and shredding;
 - exhaust-box;
 - melon peeling and stripping;
 - mincing;
 - mixing and/or beating;
 - peach pitting or repitting machine;
 - pear peeling and coring machine;
 - pre-heating;
 - preparation grading machine (cut or fresh fruit);
 - pumping;
 - sieving;
 - stapling;
 - vegetable peeling;

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

- Automatic can casing machine attendant;
- binder and/or strapper of boxes and/or other containers using a wire-tying machine;
- cleaning citrus peel by hand for making cut and/or candied peel;
- checking lids and feeding small lining machines in can making;
- crowning, corking or placing any other stopper or crown in or on bottles or jars by hand or handoperated machines;
- fixing full-size labels by hand to tins of a capacity of A.10 or more;
- goods lift attendant;
- inserting liners, discs or rings into lids by hand;
- messenger;
- operator of any power driven machine not elsewhere specified in this Agreement;
- ration cooker;
- removing hot tins from runway for retorting;
- soup cooker;
- washing (by hands) ironing and/or mending overalls;
- weighing with circular dial scale;

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

- Assistant on delivery vehicles other than driving or effecting repairs;

- (14) een of meer van die volgende kragaaangedrewe masjiene bedien en/of toesig daarvoor hou:—

- outomatiese bottelvuller en/of toekurker;
- outomatiese bottelwasser en/of steriliseerder;
- outomatiese kartonhouerverseëlaar en saamperser (packomatic);
- outomatiese omklinkmasjiene;
- outomatiese dubbelnaatmasjiene (by die maak van blikkies);
- outomatiese flensmasjiene;
- outomatiese buigmasjiene;
- outomatiese blikrolmasjiene;
- kis-entdrukker;
- kissietoespykermasjiene;
- sentrifugeermasjiene;
- 'n masjiene wat sitrusvrugte outomaties in kwarte of halwes sny;
- 'n masjiene wat mielies afsny, meng afbaard, was en afblaar;
- hidrostatische koker;
- konfythysen, 'n masjiene wat houers met konfyt vul of wat konfyt afkoel;
- 'n masjiene wat waatlemoen in blokkies sny;
- 'n masjiene wat houers met ertjies vul en dit pek;
- 'n masjiene wat pynappels sny, afskil en die binnestes uithaal;
- 'n masjiene wat pynappels in skywe sny;
- 'n masjiene wat moes berei en/of opbreek;
- nie-outomatiese dubbelnaatmasjiene;
- nie-outomatiese kragpers;
- nie-outomatiese oopsnymasjiene;
- 'n masjiene wat groente sny, of dit in skyfies of blokkies sny;
- 'n masjiene wat afdraad en uitdop;

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

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

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

- Knipper;
- ingenieurs- en elektrotegniese assistent;
- stoker;
- handetiketteerder;
- bediener van 'n passasiershyser;
- handsoldeerder;
- sjabloonsnyer;
- een of meer van die volgende kragaaangedrewe masjiene bedien en/of toesig daarvoor hou:—
 - Outomatiese blikkiesstroonvulmasjiene;
 - outomatiese kartonhouerverseëlaar en saamperser;
 - 'n masjiene wat blikkies vernis;
 - 'n masjiene wat fynkap en versnipper;
 - afvoerpot;
 - waatlemoen skil en in repies sny;
 - maalmasjiene;
 - menger en/of klopper;
 - perskeontpit- of -herontpitmasjiene;
 - 'n masjiene wat pere skil en die binnestes uithaal;
 - voorverhittingsmasjiene;
 - voorbereidingsgradeermasjiene (by die sny van vars vrugte);
 - pompmasjiene;
 - sifmasjiene;
 - krammasjiene;
 - groenteskilmasjiene;

"graad IV-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende beroepe uitoefen:—

- Bediener van 'n outomatiese blikverpakkingsmasjiene;
- kiste en/of ander houers vasbind en/of bande met behulp van 'n draadklemmasjiene daarop sit;
- sitruskil met die hand skoonmaak vir die vervaardiging van gesnipperde en/of versuikerde skil;
- deksels nasien en klein voeringmasjiene by die maak van blikkies voer;
- bottels of flesses met die hand of met 'n handmasjiene kroon, toekurk of enige ander soort prop of afsluiter daarop sit;
- etikette van volle grootte met die hand aan blikke met 'n inhoud van A. 10 of meer vasheg;
- bediener van 'n goederehyser;
- voerings, skywe of ringe met die hand in deksels insit;
- bode;
- bediener van enige masjiene wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;
- rantsoenkoker;
- warm blikke van rolbaan vir ombuiging afhaal;
- sopkoker;
- oorpakke (met die hand) was, stryk en/of heelmaak;
- weeg op 'n skaal met 'n ronde wysersplaat;

"graad V-werknemer" wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende beroepe uitoefen:—

- Help op bestelwaens, uitgesonderd die dryf of herstel daarvan;

- (2) binding or strapping boxes or other containers other than with a wire-tieing machine;
- (3) cleaning and/or washing premises, vehicles, tools; furniture, utensils, implements, machinery, filter presses or other articles;
- (4) cracking nuts or kernels;
- (5) delivering articles other than letters, on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (6) dipping fruit and/or vegetables, cut or uncut into water;
- (7) emptying containers, other than jam pans;
- (8) feeding and taking off fruit, vegetables, boxes, cans or other material on to or from belts or machines other than feeding lids into a double seaming machine;
- (9) filling tins, casks, bags or other containers by hand but does not include can packing;
- (10) fixing sticker labels by hand to tins;
- (11) folding containers or paper;
- (12) grinding, milling or pulping by hand;
- (13) ladling;
- (14) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (15) loosening shooks, assembling and nailing trays, crates or boxes from shooks or ready prepared material by hand;
- (16) making, maintaining or drawing fires, other than in steamboilers, or removing refuse or ashes;
- (17) making tea or similar beverages;
- (18) oiling and greasing vehicles other than motor vehicles;
- (19) opening or closing cocks and valves under supervision of a factory foreman, assistant factory foreman, departmental foreman, artisan, supervisor or machine operator;
- (20) opening, sealing or closing doors, windows, fanlights boxes, bags, bales, drums or other packages;
- (21) operating a hand hoist;
- (22) packing articles of a uniform size and number into containers specially made to contain such articles;
- (23) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles, other than can packing;
- (24) pushing or pulling any manually-propelled vehicle or truck;
- (25) reaming citrus fruit;
- (26) removing stones or pips from fruit by hand;
- (27) repairing trays, crates, or boxes by hand from ready-cut material;
- (28) rubber stamping;
- (29) shelling peas, beans or other vegetables by hand;
- (30) sieving by hand;
- (31) sorting empty jars, bottles, tins or other containers, sorting, counting or bundling empty sacks or bags;
- (32) sorting out chunks of citrus peel after shredding;
- (33) spreading fruit and/or vegetables on a belt or conveyor;
- (34) stencilling or making (but not addressing by hand) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, cartons, drums or other packages;
- (35) stirring by hand, other than stirring jam;
- (36) straightening bent flanges or cans;
- (37) sweeping roads or paths, watering lawns and flowerbeds;
- (38) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;
- (39) washing bottles, tins, dishes or other containers by hand;
- (40) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetable by hand or hand-operated machine;
- (41) weighing to set scale;

"hammer tester" means an employee who by hand or by means of a hammer or other like instrument, tests canned goods for soundness;

"hand bottle labeller" means an employee engaged in affixing fullsize labels to bottles, but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;

"hand labeller" means an employee engaged in affixing full size labels to tins smaller than A.10 cans, but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;

"industrial tractor driver" an employee who drives an industrial tractor towing one or more trailers, and for the purposes of this definition, driving includes all periods of driving and any time spent by the driver while in charge of the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"juice extractor" means an employee responsible for filling filter bags with processed fruit and water and placing them into juice extracting machines;

"kelly plant ingredient dispenser" means an employee who in connection with a kelly plant measures syrup, pulp and/or juice to a set scale and who operates also the pressure discharge by means of a compressed air or steam to jam pans of one or more of such ingredients;

"laboratory assistant" means an employee who under the supervision of a chemist or a chemical technician, prepares samples and who may make initial and routine tests and record results thereof;

- (2) kiste of ander houters vasbind of bande omslaan, maar nie met 'n draadklemmasjien nie;
- (3) persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (4) neut of pitte kraak;
- (5) artikels, uitgesonderd briewe, te voet of per fiets, drie-wieler of handvoertuig aflewer;
- (6) gesnyde of ongesnyde groente en/of vrugte in water indoop;
- (7) houters leegmaak, maar nie konfytpanne nie;
- (8) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerbande of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjien voer nie;
- (9) blikkies, kuipe, sakke of ander houters met die hand vul, maar dit sluit nie blikkiesverpakking in nie;
- (10) kleefetikette met die hand aan blikkies heg;
- (11) houters of papier vou;
- (12) met die hand fynmaak, maal of tot moes maak;
- (13) uitskep;
- (14) goedere of ander verskuifbare artikels laai, of aflaai, optel, dra, verplaas of stapel;
- (15) bondels plankies losmaak, bakke, kratte of kiste met die hand uit plankies of voorbereide materiaal innekaar sit en aanmekeer spyker;
- (16) vuurmaak, vure aan die brand hou of uithaal, uitgesonderd in stoomketels, of die verwydering van afval en as;
- (17) tee of dergelike drank maak;
- (18) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (19) onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, ambagsman, opsiger of masjienbediener, kranes of kleppe oopmaak of toemaak;
- (20) deure, vensters, boligte, kiste, sakke, bale, dromme of ander verpakings oopmaak, verseël of toemaak;
- (21) 'n handhyser bedien;
- (22) artikels van dieselfde grootte en getal verpak in houters wat spesiaal gemaak is om sodanige artikels te bevat;
- (23) bereide, rou, afgeskilte of verhitte vrugte of groente in houters of bottels verpak, maar nie blikkiesverpakking nie;
- (24) 'n handvoertuig of -trek stoot of trek;
- (25) sap uit sitrusvrugte verwyder;
- (26) met die hand pitte uit vrugte verwyder;
- (27) platkissies, kratte of kiste met die hand met voorbereide materiaal herstel;
- (28) rubberstempels gebruik;
- (29) ertjies, boontjies of ander groente met die hand uitdop;
- (30) met die hand sif;
- (31) leë potjies, bottels, blikkies of ander houters sorteer; leë sakke sorteer, tel of in bondels opmaak;
- (32) stukke sitruskil uitsorteer nadat dit gesnipper is;
- (33) vrugte en/of groente op 'n vervoerband of vervoer spreid;
- (34) kiste, sakke, kartonhouters of ander houters sjabloneer of merk (maar nie met die hand adresseer nie), of kiste, kartonhouters, konkas of ander verpakings van klaar geadresseerde etikette voorsien;
- (35) met die hand roer, maar nie konfyt roer nie;
- (36) gebuigde flense of blikkies reg buig;
- (37) paaie of paadjies vee, grasperke en blombeddings natmaak;
- (38) veselrifelbord- of soortgelyke houters met die hand uitpak of oopvou, klaargemaakte houters fatsoeneer;
- (39) bottels, blikkies, skottels of ander houters met die hand was;
- (40) vrugte en/of groente met die hand of met 'n handmasjien was sorteer, skil, afwerk, in skyfies sny, uithol, wegsny, die binneste uithaal, of opsnij;
- (41) op 'n gestelde skaal afweeg;

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

"handetiketteerder van bottels" 'n werknemer wat etikette van volle grootte aan bottels heg, maar dit sluit nie 'n werknemer in wat slegs etikette regsit om met 'n masjien geetiketteer te word of wat slegs beskadigde etikette vervang nie;

"handetiketteerder" 'n werknemer wat etikette van volle grootte aan blikkies heg wat kleiner as A.10-blikkies is, maar dit sluit nie 'n werknemer in wat slegs etikette regsit om met 'n masjien geetiketteer te word of wat slegs beskadigde etikette vervang nie;

"nywerheidstrekkerdrywer" 'n werknemer wat 'n nywerheidstrekkers dryf wat een of meer sleepwaens trek, en vir die toepassing van hierdie woordomskriving sluit "dryf" alle tydperke in waartydens daar gedryf word en enige tyd wat die drywer in beheer van 'n voertuig of die vrag is en alle tydperke wat hy op sy pos moet bly, gereed om te dryf;

"sapuitdrukker" 'n werknemer wat filtersakke met behandelde vrugte en water vul en dit in die sapuitdrukmasjiene plaas;

"Kelly-toestelbestanddeelmeter" 'n werknemer wat in verband met 'n Kelly-toestel stroop, moes en/of sap op 'n gestelde skaal uitmeet en wat ook die drukontsnapping na konfytpanne van een of meer van sodanige bestanddele deur middel van saamgeperste lug of stoom, beheer;

"laboratoriumassistent" 'n werknemer wat onder die toesig van 'n chemikus of 'n chemitegnikus monsters berei en wat eerste en roetineoetse kan uitvoer en van die resultate daarvan aantekening kan hou;

"laundry machine attendant" means an employee who operates a powerdriven laundering, washing and/or drying machine and who may also be responsible for receiving and/or checking of overalls for laundering;

"lye scalding supervisor" means an employee who is in charge of one or more mechanically driven lye scalders and who in exercising his duties stops and starts the machine;

"machine or plant operator and/or attendant" means an employee who operates, attends, starts and stops a powerdriven machine and who may make adjustments thereto and/or feed or take off from such machine, and the expression "operating or attending a machine" has a corresponding meaning;

"machine handyman" means an employee other than an artisan, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment;

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

"messenger" means an employee engaged in delivering letters or messages, folding statements and inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence and parcels or collecting mail;

"military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (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 an industrial tractor driver, a factory truck driver or a factory fork lift truck driver, engaged in driving a motor vehicle, which includes a passenger bus, and for the purposes 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;

"peach pitting or repitting machine feeder" means an employee engaged in feeding a peach pitting or repitting machine with unprepared fruit but who is not required to stop or start the machine and who is not responsible for the operation of the machine;

"peach pitting or repitting machine operator" means an employee who operates, attends, starts and stops a peach pitting or repitting machine and who may make minor adjustments thereto and/or feed or take off from such machine;

"peach pitting or repitting machine supervisor" means an employee who is responsible for the operation of a battery of peach pitting or repitting machines, who stops and starts such machines and who may make adjustments thereto;

"pear peeling and coring machine feeder" means an employee engaged in feeding a pear peeling and coring machine with unprepared fruit but who is not required to stop or start the machine and who is not responsible for the operation of the machine;

"pear peeling and coring machine operator" means an employee who operates, attends, starts and stops a pear peeling and coring machine and who may make minor adjustments thereto and/or feed or take off from such machine;

"pear peeling and coring machine supervisor" means an employee who is responsible for the operation of a battery of pear peeling and coring machines, who stops and starts such machines and who may make adjustments thereto;

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

"pineapple cutting, peeling and coring machine operator" means an employee who is engaged in operating a pineapple cutting, peeling and coring machine known as a "Ginaca" (An employee who merely feeds the machine and who does not stop or start the machine is excluded from this definition);

"pineapple slicing machine operator" means an employee who operates a pineapple slicing machine used for cutting pineapples into rings. (An employee who merely feeds the slicing machine and who does not stop or start the machine is excluded from this definition);

"protective clothing attendant" means an employee engaged in handing out and controlling the use of overalls, aprons, gloves, goloshes, waterproofs or other protective clothing and who may supervise the washing, ironing and mending of overalls and/or who is in charge of the cloakroom;

"retort pressure cooker attendant" means an employee who is in charge of less than six retorts and who may be responsible for the pressures, temperatures, cooking and cooling time of the product to be processed;

"retort pressure cooker supervisor" means an employee who is in charge of a battery of six or more retorts and who is responsible for the pressures, temperatures, cooking and cooling time of the product to be processed;

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

"soup cooker" means an employee who is responsible for and engaged in cooking soup for canteen purposes;

"stirrer and/or pan emptier" means an employee engaged in stirring jams during cooking and/or emptying pans of cooked jams into receptacles, other than by ladling;

"bediener van 'n was- en strykmassien" 'n werknemer wat 'n kragaaangedrewe was- en strykmassien, was-en/of droogmassien bedien en wat ook verantwoordelik kan wees vir die ontvang en/of nagaan van oorpakke wat gewas en gestryk moet word;

"loogindopingtoesighouer" 'n werknemer wat in beheer is van een of meer meganisaangedrewe loogindopers en wat met die uitvoering van sy pligte die masjien aan- en stopsit;

"masjien- of installasiebediener en/of -versorger" 'n werknemer wat 'n kragaaangedrewe masjien bedien, versorg, aan- of stopsit en wat mag verstel en/of voer of daarvan mag afneem; en die uitdrukking " 'n masjien bedien of versorg" het 'n ooreenstemmende betekenis;

"masjienfaktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat klein herstelwerk en verstellings aan masjienerie, installasies, geboue of ander uitrusting uitvoer;

"afmeters" 'n werknemer wat daarvoor verantwoordelik is om hoeveelhede vrugte of ander bestanddele af te weeg, en dit afweeg, uitgesonderd op 'n geselde skaal;

"bode" 'n werknemer wat briewe of boodskappe aflewer, state vou en dit in koeverte steek, koeverte verseël, rubberstempels gebruik, korrespondensie en pakkies pos of pos gaan afhaal;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig* (1), gelees met subartikel (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, verplig word, maar omvat dit geen opleiding wat hy kragtens artikel *drie-en-twintig* van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n drywer van 'n nywerheidstrekker, 'n fabrieksvragwagdrywer of 'n drywer van 'n fabrieksvurkhuyswa, wat 'n motorvoertuig dryf, 'n passasiersbus ingesluit, en by die toepassing van hierdie woordomskriving omvat " 'n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"perskeontpit- of -herontpitmasjienvoerder" 'n werknemer wat 'n perskeontpit- of -herontpitmasjien met onbereide vrugte voer, maar van wie daar nie vereis word om die masjien aan of stop te sit nie en wat nie verantwoordelik is vir die werking van die masjien nie;

"bediener van 'n perskeontpit- of -herontpitmasjien" 'n werknemer wat 'n perskeontpitmasjien bedien, versorg, aan- of stopsit en wat klein verstellings daaraan mag maak en/of sodanige masjien voer of daarvan afneem;

"toesighouer oor 'n perskeontpit- of -herontpitmasjien" 'n werknemer wat verantwoordelik is vir die werking van 'n groep perskeontpitmasjiene en hulle afsit of stopsit en wat verstellings daaraan mag maak;

"voerder van 'n masjien wat pere skil en die binneste uithaal" 'n werknemer wat 'n masjien wat pere skil en die binneste uithaal met onbereide vrugte voer maar van wie daar nie vereis word om die masjien aan of stop te sit nie en wat nie verantwoordelik is vir die werking van die masjien nie;

"bediener van 'n masjien wat pere skil en die binneste uithaal" 'n werknemer wat 'n masjien wat pere skil en die binneste uithaal, bedien, versorg, aan- of stopsit en wat klein verstellings daaraan mag maak en/of sodanige masjien voer of daarvan afneem;

"toesighouer oor 'n masjien wat pere skil en die binneste uithaal" 'n werknemer wat verantwoordelik is vir die werking van 'n groep masjiene wat pere skil en die binneste uithaal, wat sodanige masjiene aan- en stopsit en verstellings daaraan mag maak;

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

"bediener van 'n masjien wat pynappels sny, afskil en die binneste uithaal" 'n werknemer wat 'n masjien wat pynappels sny, afskil en die binneste uithaal, bekend as 'n "Ginaca", bedien. ('n Werknemer wat die masjien slegs voer en dit nie aan- of stopsit nie, word nie by hierdie omskriving ingesluit nie);

"bediener van 'n masjien wat pynappels in skywe sny" 'n werknemer wat 'n masjien bedien wat pynappels in ringe sny. ('n Werknemer wat slegs die snymasjien voer en wat dit nie aan- of stopsit nie, word nie by hierdie omskriving ingesluit nie);

"versorger van beskermende klere" 'n werknemer wat oorpakke, voorskote, handskoene, oorskoene, waterdige jasse, of ander beskermende klere uitreik en die gebruik daarvan kontroleer, met inbegrip van was, stryk en herstel van oorpakke, en/of wat in beheer van die kleedkamer is;

"toesighouer oor 'n retortdrukkoker" 'n werknemer wat in beheer is van minder as ses retorte en wat verantwoordelik is vir die druk, temperatuur, kook- en afkoeltydperk van die produk wat verwerk word;

"korttyd" 'n tydelike vermindering in die getal gewone werke as gevolg van 'n bedryfslapte, tekort aan grondstowwe, ongunstige weerstoestande of 'n algemene onklaarraking van installasie of masjienerie wat deur 'n ongeluk of ander onvoorsiene noodtoestand veroorsaak word;

"sopkoker" 'n werknemer wat verantwoordelik is vir die kook van sop vir verversingslokaal doeleindes, en dit kook;

"roerder en/of panleegmaker" 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt in houe uitgiet, maar nie deur dit uit te skep nie;

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

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

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

"vacuum boiler plant attendant" means an employee who operates a vacuum boiling plant and who is responsible for the production by the plant of concentrated liquids;

"vining and hulling machine operator" means an employee who is responsible for the operating of one or more vining and hulling machines and who may stop and start these machines and make minor adjustments thereto;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clauses 6 (1) and 6 (2), or where 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;

"welfare officer" means an employee who holds a current certificate of competence in first aid, issued by any of the following organisations:—

(a) Red Cross Society of South Africa;

(b) St. John Ambulance Association;

(c) Noodhulpliga van Suid-Afrika;

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

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

4. REMUNERATION.

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

"pakhuisman" 'n klerklike werknemer in algemene beheer van voorrade of klaargemaakte produkte en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n pakhuis of magasyn en/of die aflewering van goedere uit 'n pakhuis of magasyn aan die verbruiksafdeling van 'n fabriek of vir versending;

"stroopmaker" 'n werknemer wat van suiker of stroop, stroop van 'n voorgeskrewe dikte kook en/of opbou;

"toesighouer" 'n werknemer, uitgesonderd 'n fabrieksvoorman, afdelingsvoorman, assistent-fabrieksvoorman of -voortvrou wat toesig hou oor 'n groep of afdeling graad I-, graad IA-, graad II-, graad III- of graad IV-werknemers of onderbase of fabrieksklerke en wat oor graad V-werknemers toesig kan hou;

"bediener van 'n vakuumpookinstallasie" 'n werknemer wat 'n vakuumpookinstallasie bedien en wat verantwoordelik is vir die produksie van gekonsentreerde vloeistowwe deur die installasie;

"bediener van 'n afdraad- en uitdopmasjiën" 'n werknemer wat verantwoordelik is vir die werking van een of meer afdraad- en uitdopmasjiën en wat die masjiën kan aan- en stopsit en klein verstellings daaraan mag maak;

"loon" daardie gedeelte van die besoldiging wat aan 'n werknemer in kontant betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 (1) en 6 (2) voorgeskryf word, of waar 'n werkgewer 'n werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié aldus voorgeskryf, die hoër bedrag;

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

"welsynsbeampte" 'n werknemer in besit van 'n geldige bekwaamheidsertifikaat in eerste hulp deur enigeen van die volgende organisasies uitgereik:—

(a) Die Rooikruisvereniging van Suid-Afrika;

(b) St. John Ambulance Association;

(c) Noodhulpliga van Suid-Afrika;

en wat in beheer van 'n eerste hulpkamer is.

(2) Vir die indeling van 'n werknemer by die toepassing van hierdie Ooreenkoms, word 'n werknemer geag tot die klas te behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

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

	In the Magisterial Districts of Boksburg and Johan- nesburg.	In the Magisterial District of Port Elizabeth.	In the Magis- terial Districts of Wellington, Somerset West, Strand and Paarl other than the Area within a 3 mile radius of the Post Office Groot Drakenstein.	In the Magisterial District of Worcester.	In the Area within a 3 mile radius of the Post Office Groot Draken- stein in the Magisterial District of Paarl.	In the Magisterial Districts of Tulbagh and Montagu.	In the Magisterial District of Mossel Bay.	In the Magisterial District of Caledon.
	R	R	R	R	R	R	R	R
Boiler attendant.....	5.65	6.05	5.45	5.45	5.025	4.825	4.70	4.95
Can packer.....	4.025	4.025	4.025	4.025	3.925	3.80	3.525	3.875
Can tester.....	4.95	4.95	4.95	4.95	4.275	4.225	4.10	4.225
Charge hand.....	5.125	5.45	5.05	5.05	4.25	4.025	4.025	5.025
Charge hand, female.....	—	—	—	—	—	—	—	3.925
Driver of a motor vehicle, the un- laden weight of which together with the unladen weight of any trailers drawn by such vehicle—								
(i) does not exceed 6,000 lb.	11.25	10.00	8.45	8.45	8.45	7.65	7.30	7.65
(ii) exceeds 6,000 lb. but not 10,000 lb.	13.50	11.50	9.00	9.00	9.00	9.00	9.00	9.00
(iii) exceeds 10,000 lb.	17.00	16.00	13.50	13.50	13.50	13.50	13.50	13.50
Factory clerk, qualified.....	6.35	6.35	6.35	6.35	5.85	5.85	5.575	5.85
Factory clerk, unqualified:—								
During first six months' experi- ence.....	5.025	5.025	5.025	5.025	4.225	4.225	4.225	4.225
During second six months' ex- perience.....	5.825	5.825	5.825	5.825	5.325	5.325	5.05	5.325
Fast closing and syringing machine operator.....	7.60	7.625	7.60	7.125	6.90	6.625	6.10	6.625
Food boiler, qualified.....	12.90	12.90	12.90	12.90	10.45	9.425	9.025	9.425
Food boiler, unqualified:—								
During first six months' experi- ence.....	5.00	5.00	5.00	5.00	4.20	4.20	4.175	4.20
During second six months' ex- perience.....	6.15	6.15	6.15	6.15	5.275	5.10	5.025	5.10
During third six months' ex- perience.....	7.50	7.50	7.50	7.50	6.40	6.025	5.90	6.025
During fourth six months' ex- perience.....	9.025	9.025	9.025	9.025	7.425	6.975	6.725	6.975
During fifth six months' experi- ence.....	10.025	10.025	10.025	10.025	8.40	7.80	7.425	7.80
During sixth six months' experi- ence.....	11.20	11.20	11.20	11.20	5.425	8.975	8.125	8.975
Fruit checker.....	4.275	4.275	4.275	4.125	3.975	3.725	3.25	3.725

	In the Magisterial Districts of Boksburg and Johan- nesburg.	In the Magisterial Districts of Port Elizabeth.	In the Magis- terial Districts of Wellington, Somerset West, Strand and Paarl other than the Area within a 3 mile radius of the Post Office Groot Drakenstein.	In the Magisterial District of Worcester.	In the Area within a 3 mile radius of the Post Office Groot Draken- stein in the Magisterial District of Paarl.	In the Magisterial Districts of Tulbagh and Montagu.	In the Magisterial District of Mossel Bay.	In the Magisterial District of Caledon.
	R	R	R	R	R	R	R	R
Forewoman.....	—	10.025	—	—	—	—	—	—
Grade I, qualified.....	7.475	7.50	7.475	7.00	6.775	6.50	5.975	6.50
Grade I, unqualified:—								
During first three months' experience.....	5.95	5.95	5.95	5.775	5.25	5.15	4.90	5.15
During second three months' experience.....	6.75	6.75	6.75	6.475	6.00	5.875	5.45	5.875
Grade IA, qualified.....	7.025	7.025	7.025	6.525	6.275	6.00	5.50	6.00
Grade IA, unqualified:—								
During first three months' experience.....	4.85	4.85	4.85	4.85	4.025	4.025	3.85	4.025
During second three months' experience.....	5.50	5.50	5.50	5.425	4.875	4.775	4.25	4.775
During third three months' experience.....	6.15	6.15	6.15	5.925	5.50	5.325	4.975	5.325
Grade II, qualified.....	6.45	6.45	6.45	6.45	5.95	5.675	5.525	5.675
Grade II, unqualified:—								
During first three months' experience.....	4.95	4.95	4.95	4.95	4.275	4.225	4.10	4.225
During second three months' experience.....	5.625	5.625	5.625	5.625	5.125	5.00	4.90	5.00
Grade III.....	5.40	5.45	5.40	5.40	5.175	4.95	4.65	4.95
Grade IV, male.....	4.85	4.90	4.85	4.70	4.35	4.10	3.925	4.225
Grade IV, female.....	3.925	3.925	3.925	3.925	3.675	3.55	3.35	3.725
Grade V, male, 18 years of age or over.....	4.275	4.275	4.275	4.125	3.975	3.725	3.25	3.90
Grade V, male, under 18 years of age.....	3.675	3.675	3.675	3.625	3.075	3.025	3.00	3.00
Grade V, female, 18 years of age or over.....	3.825	3.825	3.825	3.75	3.25	3.125	3.025	3.30
Grade V, female, under 18 years of age.....	3.025	3.025	3.025	3.025	3.00	2.975	2.775	2.85
Jam stirrer.....	4.85	4.85	4.85	4.70	4.45	4.225	4.00	4.225
Laundry machine attendant.....	4.95	4.95	4.95	4.775	4.425	4.20	4.00	4.20
Machine handyman.....	12.025	12.025	12.025	12.025	10.025	9.025	9.025	9.025
Peach pitting or depitting machine feeder, male.....	4.85	4.90	4.85	4.70	4.35	4.10	3.925	4.225
Peach pitting or depitting machine feeder, female.....	4.025	4.025	4.025	4.025	3.925	3.80	3.525	3.725
Pear coring and peeling machine feeder, male.....	4.85	4.90	4.85	4.70	4.35	4.10	3.925	4.225
Pear coring and peeling machine feeder, female.....	4.025	4.025	4.025	4.025	3.925	3.80	3.525	3.725
Protective clothing attendant.....	4.95	4.95	4.95	4.775	4.425	4.20	4.00	4.025
Retort pressure cooker supervisor	8.45	8.45	8.45	8.00	7.75	7.475	7.00	7.475
Supervisor, male.....	7.50	7.625	7.50	7.50	6.625	6.35	5.975	6.75
Supervisor, female.....	5.35	5.50	5.35	5.35	5.00	4.75	4.50	5.25
Watchman.....	6.025	6.30	5.575	5.575	5.175	5.00	4.85	5.00
Welfare officer.....	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Casual employee.....	*	*	*	*	*	*	*	*

* One-fifth of weekly wage for each day or part of a day according to area and class of work performed.

	In die land- drosdis- trikte Boksburg en Johannes- burg.	In die land- drosdis- trik Port Elizabeth.	In die landdros- distrikte Wel- lington, Somer- set-Wes, Strand en Paarl uitge- sonderd die ge- bied binne 'n omtrek van drie myl van die Poskantoor Groot Draken- stein.	In die landdros- distrik Worcester.	In die gebied binne 'n omtrek van drie myl van die Poskan- toor Groot Drakenstein in die land- drosdistrik Paarl af.	In die land- dros- distrikte Tulbagh en Montagu.	In die land- drosdis- trik Mossel- baai.	In die land- drosdis- trik Caledon.
	R	R	R	R	R	R	R	R
Stoomketeloppasser.....	5.65	60.5	5.45	5.45	5.025	4.825	4.70	4.95
Blikkiespakker.....	4.025	4.025	4.025	4.025	3.925	3.80	3.525	3.875
Blikkiestoetser.....	4.95	4.95	4.95	4.95	4.275	4.225	4.10	4.225
Onderbaas.....	5.125	5.45	5.05	5.05	4.25	4.025	4.025	5.025
Onderbaas, vrou.....	—	—	—	—	—	—	—	3.925
Drywer van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur so 'n voertuig getrek word—								
(i) hoogstens 6,000 lb. is....	11.25	10.00	8.45	8.45	8.45	7.65	7.30	7.65
(ii) meer as 6,000 lb. maar hoogstens 10,000 lb. is..	13.50	11.50	9.00	9.00	9.00	9.00	9.00	9.00
(iii) meer as 10,000 lb. is....	17.00	16.00	13.50	13.50	13.50	13.50	13.50	13.50

	In die land- drosdis- trikte Boksburg en Johannes- burg.	In die land- drosdis- trik Port Elizabeth.	In die landdros- distrikte Wel- lington, Somer- set-Wes, Strand en Paarl uitge- sonderd die ge- bied binne 'n omtrek van dr'e myl van die Poskantoor Groot Draken- stein.	In die landdros- distrik Worcester.	In die gebied binne 'n omtrek van drie myl van die Poskan- toor Groot Drakenstein in die land- drosdistrik Paarl af.	In die land- drosdis- trikte Tulbagh en Montagu.	In die land- drosdis- trik Mossel- baai.	In die land- drosdis- trik Caledon.
Fabrieksklerk, gekwalifiseer.....	R 6.35	R 6.35	R 6.35	R 6.35	R 5.85	R 5.85	R 5.575	R 5.85
Fabrieksklerk, ongekwalifiseer:—								
Gedurende eerste ses maande ondervinding.....	5.025	5.025	5.025	5.025	4.225	4.225	4.225	4.225
Gedurende tweede ses maande ondervinding.....	5.825	5.825	5.825	5.825	5.325	5.325	5.05	5.325
Bediener van 'n sneltoemaak- en stroopmasjiën.....	7.60	7.625	7.60	7.125	6.90	6.625	6.10	6.625
Voedselkoker, gekwalifiseer.....	12.90	12.90	12.90	12.90	10.45	9.425	9.025	9.425
Voedselkoker, ongekwalifiseer:—								
Gedurende eerste ses maande ondervinding.....	5.00	5.00	5.00	5.00	4.20	4.20	4.175	4.20
Gedurende tweede ses maande ondervinding.....	6.15	6.15	6.15	6.15	5.275	5.10	5.025	5.10
Gedurende derde ses maande ondervinding.....	7.50	7.50	7.50	7.50	6.40	6.025	5.90	6.025
Gedurende vierde ses maande ondervinding.....	9.025	9.025	9.025	9.025	7.425	6.975	6.725	6.975
Gedurende vyfde ses maande ondervinding.....	10.025	10.025	10.025	10.025	8.40	7.80	7.425	7.80
Gedurende sesde ses maande ondervinding.....	11.20	11.20	11.20	11.20	5.425	8.975	8.125	8.975
Vrugteonderseker.....	4.275	4.275	4.275	4.125	3.975	3.725	3.25	3.725
Voorvrou.....	7.475	10.025	7.475	7.00	6.775	6.50	5.975	6.50
Graad I, gekwalifiseer.....		7.50						
Graad I, ongekwalifiseer:—								
Gedurende eerste drie maande ondervinding.....	5.95	5.95	5.95	5.775	5.25	5.15	4.90	5.15
Gedurende tweede drie maande ondervinding.....	6.75	6.75	6.75	6.475	6.00	5.875	5.45	5.875
Graad IA, gekwalifiseer.....	7.025	7.025	7.025	6.525	6.275	6.00	5.50	6.00
Graad IA, ongekwalifiseer:—								
Gedurende eerste drie maande ondervinding.....	4.85	4.85	4.85	4.85	4.025	4.025	3.85	4.025
Gedurende tweede drie maande ondervinding.....	5.50	5.50	5.50	5.425	4.875	4.775	4.25	4.775
Gedurende derde drie maande ondervinding.....	6.15	6.15	6.15	5.925	5.50	5.325	4.975	5.325
Graad II, gekwalifiseer.....	6.45	6.45	6.45	6.45	5.95	5.675	5.525	5.675
Graad II, ongekwalifiseer:—								
Gedurende eerste drie maande ondervinding.....	4.95	4.95	4.95	4.95	4.275	4.225	4.10	4.225
Gedurende tweede drie maande ondervinding.....	5.625	5.625	5.625	5.625	5.125	5.00	4.90	5.00
Graad III.....	5.40	5.45	5.40	5.40	5.175	4.95	4.65	4.95
Graad IV, man.....	4.85	4.90	4.85	4.70	4.35	4.10	3.925	4.225
Graad IV, vrou.....	3.925	3.925	3.925	3.925	3.675	3.55	3.35	3.725
Graad V, man, 18 jaar oud of ouer	4.275	4.275	4.275	4.125	3.975	3.725	3.25	3.90
Graad V, man, jonger as 18 jaar..								
Graad V, vrou, 18 jaar oud of ouer	3.675	3.675	3.675	3.625	3.075	3.025	3.00	3.00
Graad V, vrou, jonger as 18 jaar..	3.825	3.825	3.825	3.75	3.25	3.125	3.025	3.30
Konfytroerder.....								
Bediener van 'n was- en stryk- masjiën.....	3.025	3.025	3.025	3.025	3.00	2.975	2.775	2.85
Masjiënfaaktotum.....	4.85	4.85	4.85	4.70	4.45	4.225	4.00	4.225
Perskeontpitmasjiënvoerder, man	4.95	4.95	4.95	4.775	4.425	4.20	4.00	4.20
Perskeontpitmasjiënvoerder, vrou	12.025	12.025	12.025	12.025	10.025	9.025	9.025	9.025
'n Voerder van 'n masjiën wat pere skil en die binnestes uithaal, man	4.85	4.90	4.85	4.70	4.35	4.10	3.925	4.225
'n Voerder van 'n masjiën wat pere skil en die binnestes uithaal, vrou	4.025	4.025	4.025	4.025	3.925	3.80	3.525	3.725
Versorger van beskermende klere	4.85	4.90	4.85	4.70	4.35	4.10	3.925	4.225
Toesighouer, oor 'n retort druk- koker.....	4.025	4.025	4.025	4.025	3.925	3.80	3.525	3.725
Toesighouer, man.....	4.95	4.95	4.95	4.775	4.425	4.20	4.00	4.025
Toesighouer, vrou.....	8.45	8.45	8.45	8.00	7.75	7.475	7.00	7.475
Wag.....	7.50	7.625	7.50	7.50	6.625	6.35	5.975	6.75
Welsynsbeampte.....	5.35	5.50	5.35	5.35	5.00	4.75	4.50	5.25
Loswerknemer.....	6.025	6.30	5.575	5.575	5.175	5.00	4.85	5.00
	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00

* Een-vyfde van weekloon vir elke dag of gedeelte van 'n dag volgens gebied en klas werk verrig.

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

(3) *Cost of Living Allowance.*—(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

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

(3) *Lewenskostoelae.*—(a) Benewens die besoldiging wat by klousule 4 (1) voorgeskryf word, is 'n werknemer geregtig op en moet hy 'n lewenskostoelae betaal word van minstens die

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 allowance 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 in all areas:—

(i) To employees, other than Grade V male employees, 18 years of age or over:—

Wages up to but not exceeding R4 per week: R0.55.

Over R4 but not exceeding R6 per week: R0.65.

Over R6 but not exceeding R8 per week: R0.70.

Over R8 per week: R0.90.

(ii) To all Grade V male employees, 18 years of age or over (irrespective of wage): R0.65.

(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 in clause 5 (6), an employee shall be paid in respect of any week not less than the full weekly remuneration prescribed in this Agreement for an employee of his class and area, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

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

(a) a wage higher than that of his own class; or

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

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

(i) in the case referred to in the paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area, plus thirty per cent divided by the number of ordinary hours worked by such employee in a week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1);

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

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

5. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clause 7 (3) any amount due to an employee other than a casual employee shall be paid in cash weekly or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within fifteen minutes of ceasing work on the usual pay day of the factory or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope or other container and accompanied by a statement showing the employer's name, the employee's name or pay roll number, the employee's occupation, the number of ordinary hours worked and overtime hours worked, the amount paid for overtime, the remuneration, the cost of living allowance due and the period in respect of which payment is made.

(2) *Casual Employee.*—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

betrokke toelae voorgeskryf by Oorlogsmatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of ingevolge 'n latere matreël wat voorsiening maak vir lewenskostetoelae wat ten opsigte van die Nywerheid, soos omskryf, betaalbaar is.

(b) Benewens die lewenskostetoelae in paragraaf (a) van hierdie subklousule voorgeskryf, moet 'n verdere weeklikse lewenskostetoelae, soos hieronder uiteengesit, in alle gebiede betaal word:—

(i) Aan werknemers, uitgesonderd manlike Graad V-werknemers wat 18 jaar oud of ouer is:—

Lone tot, maar van hoogstens, R4 per week: R0.55.

Meer as R4 maar van hoogstens R6 per week: R0.65.

Meer as R6 maar van hoogstens R8 per week: R0.70.

Meer as R8 per week: R0.90.

(ii) Aan alle manlike Graad V-werknemers wat 18 jaar oud of ouer is (afgesien van loon): R0.65.

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse en behoudens die bepalings van subklousule (5) hiervan en klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas en gebied, afgesien daarvan of hy in daardie week die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf is, of minder gewerk het.

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

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas,

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

(i) In die geval in paragraaf (a) gemeld, vir elke uur, 'n loon wat gelyk is aan die hoër weekloon, gedeel deur die getal gewone werkure wat dié werknemer in 'n week werk;

(ii) in die geval in paragraaf (b) genoem, vir elke uur, 'n loon wat gelyk is aan die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word, plus dertig persent gedeel deur die getal gewone werkure wat dié werknemer in 'n week werk; met dien verstande dat die werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig op 'n bedrag geregtig is wat altesaam groter is nie as die bedrag wat aan 'n gekwalifiseerde werknemer in dié hoër klas teen dié loon wat vir hom in subklousule (1) voorgeskryf word, verskuldig sou gewone het.

(6) *Berekening van maandloon.*—Wanneer ook al die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van die loon bereken word teen vier en 'n derde maal sy weekloon.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 7 (3), moet elke bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks, of as die werkgewer en werknemer skriftelik daarvoor ooreengekom het, maandeliks in kontant betaal word gedurende die werkure, of binne vyftien minute na beëindiging van werk op die gewone betaaldag van die fabriek, of by beëindiging van diens as dit voor die gewone betaaldag plaasvind, en moet dit in 'n koefert of ander houer wees, en vergesel gaan van 'n staat wat die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone ure en oortydure wat gewerk is, die bedrag vir oortyd betaal, die besoldiging, die lewenskostetoelae verskuldig en die tydperk waarvoor betaling geskied, vermeld.

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

(3) *Premies.*—'n Werkgewer mag nie regstreeks of onregstreeks betaal word vir of 'n betaling aanneem vir die diensverskaffing aan of opleiding van 'n werknemer nie.

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

(5) *Etes en huisvesting.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat hy aanwys, etes en/of huisvesting aan te neem nie.

(6) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, other than the following:—

- (a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds; provided that in a case of a deduction for sick or provident fund in terms of the proviso to clause 8 (1) the written consent of the employee need not be obtained.
- (b) Except where otherwise provided for in the Agreement whenever an employee is not at work and such absence is not on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of weekly wage which such an employee was receiving in respect of his ordinary hours of work at the time thereof.
- (c) A deduction of any amount which an employer by any statutory law or any order of any competent court is required or permitted to make.
- (d) A deduction in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day.
- (e) When an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	R	R
Board.....	0.30	1.30
Lodging.....	0.20	0.86½
Board and Lodging.....	0.50	2.16½

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

- (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 vagaries, of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

- (g) With the written consent of the employee, a deduction for subscriptions to the Food and Canning Workers' Union.

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

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

- (a) in the case of a factory in which a six-day week is observed—
 - (i) forty-six hours on any week from Monday to Saturday inclusive;
 - (ii) eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day if by such extension the ordinary hours of work, do not exceed forty-six in any week;
- (b) in the case of a factory in which a five-day week is observed—
 - (i) forty-six hours on any week from Monday to Saturday inclusive;
 - (ii) nine and a quarter hours in a day.

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

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

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

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

(6) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes opleë nie, of enige bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n verlof-, siekte-, versekerings-, voorsorgs- of pensioenfonds; met dien verstande dat in die geval van 'n atrekking vir 'n siekte- of voorsorgsfonds ingevolge die voorbehoudsbepaling van klousule 8 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry.
- (b) Behoudens andersluidende bepalings in hierdie Ooreenkoms wanneer 'n werknemer van sy werk afwesig is en sodanige afwesigheid nie op las of op die versoek van sy werkgever geskied nie, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die weekloon wat sodanige werknemer op dié tydstop ten opsigte van sy gewone werkure ontvang het.
- (c) 'n Bedrag wat 'n werkgever ingevolge 'n statutêre verordening of 'n bevel van 'n bevoegde hof verplig is, of toegelaat word om af te trek.
- (d) Ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëe Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag, waarop daar van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n bedrag gelyk aan die loon wat hy sou ontvang het as hy op dié dag gewerk het.
- (e) As 'n werknemer daartoe instem of verplig is om ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, 'n etes en/of huisvesting van sy werkgever aan te neem, hoogstens die bedrae hieronder gespesifiseer:—

	Per week.	Per maand.
	R	R
Etes.....	0.30	1.30
Huisvesting.....	0.20	0.86½
Etes en Huisvesting.....	0.50	2.16½

- (f) Wanneer die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd verminder word, ten opsigte van elke uur van sodanige vermindering, 'n bedrag gelyk aan die werknemer se weekloon gedeel deur die getal gewone ure wat dié werknemer in 'n week werk; met dien verstande dat daar geen bedrae afgetrek word—

- (i) in die geval van korttyd wat veroorsaak word deur 'n tydelike bedryfslapte, of tekort aan grondstowwe of aan vervoer nie, tensy die werkgever sy werknemer minstens vier uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
- (ii) in die geval van korttyd wat veroorsaak word deur ongunstige weersomstandighede, of 'n algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie.

- (g) Met die skriftelike toestemming van die werknemer, 'n bedrag vir ledegeld aan die Food and Canning Workers' Union.

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

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

- (a) in die geval van 'n fabriek waar daar ses dae in 'n week gewerk word—
 - (i) ses-en-veertig uur in 'n week vanaf Maandag tot en met Saterdag;
 - (ii) agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae hoogstens agt en 'n half op 'n dag mag wees, indien die gewone werkure deur dié verlenging nie ses-en-veertig in 'n week te bowe gaan nie;
- (b) in die geval van 'n fabriek waar daar vyf dae in 'n week gewerk word—
 - (i) ses-en-veertig uur in 'n week vanaf Maandag tot en met Vrydag;
 - (ii) nege en 'n kwart uur op 'n dag.

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

- (a) In die geval van 'n fabriek waar daar ses dae in 'n week gewerk word, agt en 'n half uur per dag;
- (b) in die geval van 'n fabriek waar daar vyf dae in 'n week gewerk word, nege en 'n kwart uur per dag.

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

- (i) as die pouse langer as een uur duur, alle tyd bo een en 'n kwart uur as gewone werkure geag moet word;
- (ii) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees;

(iii) in the case of an employee whose ordinary hours of work do not on any day exceed seven hours and forty minutes, such interval may be reduced to twenty minutes to be granted at as nearly as practicable the middle of such work period.

(4) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his factory other than a motor vehicle driver, a rest interval of not less than ten minutes at as nearly as practicable—

- (a) the middle of each first work period in a day; and
- (b) the middle of each second work period in a day;

during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) shall be deemed to be overtime.

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

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

- (a) to work between 6 o'clock p.m. and six o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee twenty-five cents (R0.25) in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay—

- (a) to his female employee in respect of all overtime worked by her, remuneration at a rate not less than one and a half times her ordinary wage;
- (b) to his male employee in respect of all overtime worked by him, remuneration at a rate not less than one and one-third times his ordinary wage; and
- (c) to his employee in respect of all overtime worked by him on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, remuneration at a rate not less than double his ordinary wage;

provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(10) *Savings.*—The provisions of this clause shall not apply to a watchman and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him—

- (a) in the case of a watchman three consecutive weeks' leave;
- (b) in the case of every other employee two consecutive weeks' leave;

on full pay at the rate of remuneration he was receiving immediately prior to proceeding on leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

- (i) if such leave shall not have been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo military training;
- (iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such another day shall, in substitution for each day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates;

(iii) in die geval van 'n werknemer wie se gewone werkure nie op enige dag meer as sewe uur en veertig minute beloop nie, die pouse tot twintig minute verkort mag word wat so na doenlik aan die middel van sodanige werktydperk toegestaan moet word.

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

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

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

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van sub-klausules (3) en (4), moet alle werkure agtereenvolgend wees.

(6) *Oortydwerk.*—Alle tyd wat daar meer as die getal ure gewerk word wat ten opsigte van 'n dag of 'n week in subklausules (1) en (2) voorgeskryf is, word geag oortydwerk te wees.

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

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
- (c) meer as twee uur op 'n dag, of op meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) op meer as sestig dae in 'n jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure, meer as een uur op 'n dag oortyd te werk nie, tensy hy—
 - (i) die werknemer voor 12-uur middag daarvan in kennis gestel het of
 - (ii) aan sodanige werknemer 'n toereikende ete verskaf het voordat sodanige oortydwerk begin; of
 - (iii) aan sodanige werknemer betyds vyf-en-twintig sent betaal het om haar in staat te stel om 'n ete te bekom voordat sodanige oortydwerk moet begin.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet die volgende vir oortydwerk betaal:—

- (a) Aan sy vroulike werknemer ten opsigte van alle oortyd wat sy gewerk het, besoldiging teen 'n skaal van minstens een 'n half maal haar gewone loon;
- (b) aan sy manlike werknemer ten opsigte van alle oortyd wat hy gewerk het, besoldiging teen 'n skaal van minstens een en 'n derde maal sy gewone loon; en
- (c) aan sy werknemer ten opsigte van alle oortyd wat hy op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte- en Kersdag gewerk het, besoldiging teen 'n skaal van minstens dubbel sy gewone loon;

met dien verstande dat wanneer enige oortyd wat op 'n daaglikse grondslag bereken is, verskil van oortydwerk bereken op 'n weeklikse grondslag, die grondslag wat die grootste hoeveelheid oortydwerk gedurende die week oplewer, aangeneem moet word.

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

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werk-gewer sy werknemer die volgende verlof toestaan ten opsigte van elke volle jaar diens by hom:—

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

met volle betaling teen die besoldigingskaal wat hy onmiddellik voor hy met verlof gaan, ontvang het.

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

- (i) as dié verlof nie eerder toegestaan is nie, dit binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;
- (ii) dié tydperk van die verlof nie met siekteverlof wat ingevolge klousule 8 toegestaan is, en ook nie met 'n tydperk wanneer die werknemer verplig is om militêre opleiding te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, of Kersdag binne die tydperk van verlof val, nog 'n dag ter vervanging van elkeen van dié dae by genoemde tydperk as 'n verdere tydperk van verlof met volle betaling gevoeg moet word;
- (iv) 'n werkgewer elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle betaling aan sy werknemer toegestaan is, van dié tydperk van verlof mag intrek;

- (v) 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) shall be paid not later than the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2) upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

(6) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo military training;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year, 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.

8. SICK LEAVE.

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

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

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

- (v) 'n werkgewer en sy werknemer skriftelik mag ooreenkom dat jaarlikse verlof oor 'n dien tydperk van hoogstens twee agtereenvolgende jare mag verloop.

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

(4) 'n Werkgewer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgewer eindig voordat die verlof tydperk wat in subklousule (1) genoem word, opgesoep het moet, behoudens die bepalings van die vierde voorbehoud van subklousule (2), by dié eindiging, in plaas van verlof en ten opsigte van elke voltooide maand diens gedurende sodanige tydperk van minder as 'n jaar, minstens een sesde van die weekloon betaal word wat hy onmiddellik voor die datum van sodanige eindiging ontvang het.

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

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag elke tydperk of alle tydperke in te sluit waartydens 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om militêre opleiding te ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) afwesig is met siekteverlof kragtens klousule 8;

wat in 'n jaar altesaam hoogstens tien weke beloop ten opsigte van items (a), (c) en (d), plus hoogstens vier maande van 'n tydperk van militêre opleiding wat in daardie jaar ondergaan is, en dit word geag soos volg te begin—

- (i) In die geval van 'n werknemer wat voordat hierdie Ooreenkoms van krag geword het, op verlof kragtens enige verordening geregtig geword het, vanaf die datum waarop die werknemer laas op sodanige verlof kragtens verordening geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie 'n verordening wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ingevolge die bepalings daarvan op 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 by sy werkgewer in diens getree het, of na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

SIEKTEVERLOF.

(1) 'n Werkgewer moet sy werknemer wat, nadat hy een maand by hom in diens was, van die werk afwesig is weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, skadevergoeding betaalbaar is, of 'n ongeluk wat deur sy eie wangedrag veroorsaak is, gedurende enige jaar diens by hom altesaam die volgende betaal:—

- (a) In die geval van 'n werknemer wat ses dae in 'n week werk, twaalf werkdag siekteverlof met volle betaling, of anders dertig werkdag siekteverlof met halwe betaling;
- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk, tien werkdag siekteverlof met volle betaling, of anders vyf-en-twintig werkdag siekteverlof met halwe betaling;
- (c) in die geval van 'n wag wat sewe dae in 'n week werk, veertien werkdag siekteverlof met volle betaling, of anders vyf-en-dertig werkdag siekteverlof met halwe betaling;

en moet hy hom ten opsigte van die tydperk van afwesigheid ingevolge die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het, of as die werkgewer verkies het om die ander stelsel ingevolge bogenoemde bepaling toe te pas, minstens die halwe loon betaal wat die werknemer sou ontvang het as hy gedurende die tydperk gewerk het; met dien verstande dat die werkgewer kan eis dat, ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, 'n sertifikaat getoon word wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur van die werknemer se siekte ten opsigte van elke afwesigheid waarvoor betaling geëis word meld; met dien verstande dat die bepalings van hierdie klousule nie van toepassing is nie as daar ingevolge 'n ooreenkoms tussen die werkgewer en sy werknemers, of tussen 'n werkgewer en die Food and Canning Workers' Union, in 'n fabriek 'n siektebystands- of voorsorgsfonds bestaan of gestig mag word, ten opsigte waarvan die werkgewer vir elkeen van sy werknemers 'n bedrag bydra wat nie minder is as die bedrag wat deur elkeen van sodanige werknemers betaal word, of betaalbaar is nie, en uit welke fonds 'n werknemer ingeval van afwesigheid, of afwesighede van werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, skadeloosstelling betaalbaar is), in 'n bepaalde jaar geregtig is op betaling van 'n bedrag wat altesaam gelyk is aan minstens sy volle loon vir twee weke ten opsigte van die afwesigheid of afwesighede, onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie.

(2) Notwithstanding the provisions of sub-clause (1) hereof, in the case of the Fruit and Vegetable Canning Workers' Medical Fund (Grabouw, Paarl, Wellington, Worcester and Wolsley areas), it shall be in the discretion of the Fund to determine the scale of benefits, for a longer or shorter period, and at full pay or a part of wages for such period.

This provision shall also apply to the employees of any factories in all areas covered by this Agreement who become members of this Fund, and to their employers.

The employer shall within a period of four weeks from the date on which this Agreement is declared binding by the Minister, elect whether he shall observe in respect of all his employees the main or alternative provisions of sub-sections (a), (b) and (c) of sub-clause (1) and shall within the said period notify his election and the date thereof to his employees by notice posted up in a conspicuous place in his establishment and the Divisional Inspectors of Labour, Cape Town, George, Port Elizabeth and Johannesburg and the Secretary, Food and Canning Workers' Union, Cape Town, in writing, and, as from the date so notified, the main (or alternative) provisions as the case may be, shall apply to such establishment. During the period between the date on which this Agreement is declared binding by the Minister and the date of election by the employer as aforesaid the main provisions of the said sub-sections shall apply to such employer and all his employees. If the employer fails to make such election within the aforesaid period the said main provisions shall continue to apply.

(3) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such days; provided further that in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this clause shall not apply.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee 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 employee 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.

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

(a) pay him at a rate of not less than double the wage payable to him in respect of the total period worked by him on such Sunday, or a wage which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or

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

(4) *Restriction of Work on Sundays.*—An employer shall not require or permit an employee on direct production work, to work on more than three consecutive Sundays.

10. PROPORTION OF RATIO.

An employer shall employ on each shift a qualified food boiler, a qualified factory clerk, a qualified grade I employee, a qualified grade 1A employee and a qualified grade II employee, before he may employ an unqualified food boiler, an unqualified factory clerk, an unqualified grade I employee, an unqualified grade 1A employee, or an unqualified grade II employee, respectively, and he shall employ not less than one qualified food boiler, one qualified factory clerk, one qualified grade I employee, one qualified grade 1A employee and one qualified grade II employee for each two unqualified food boilers, unqualified factory clerks, unqualified grade I employees, unqualified grade 1A employees or unqualified grade II employees, respectively, employed by him.

(2) Ondanks die bepalings van subklousule (1) hiervan, in die geval van die Mediese Fonds van die Fruit and Vegetable Canning Workers' (die Paarlse, Wellingtonse, Worcesterse en Wolsleyse gebiede), mag die Fonds na goedvinde bepaal wat die voordeelskaal, vir 'n langer of korter tydperk en teen volle betaling of 'n gedeelte van die loon vir sodanige tydperk moet wees.

Hierdie bepaling is ook van toepassing op die werknemers van enige fabriek in alle gebiede wat deur hierdie Ooreenkoms gedek word en wat lede van die Fonds word, en op hul werkgevers.

Die werkgever moet binne 'n tydperk van vier weke vanaf die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar is, kies of hy ten opsigte van al sy werknemers verlang om die hoofbepalings of die alternatiewe bepalings van subartikels (a), (b) en (c) van subklousule (1) na te kom, en moet binne genoemde tydperk sy keuse en die datum daarvan aan sy werknemers bekendmaak deur vertoning van 'n kennisgewing op 'n opvallende plek in sy bedryfsinrigting, en deur die Afdelingsinspekteurs van Arbeid, Kaapstad, George, Port Elizabeth en Johannesburg en die Sekretaris van die Food and Canning Workers' Union, Kaapstad, skriftelik daarvan in kennis te stel en vanaf die datum wat aldus kennis gegee is, moet die hoofbepalings, of, na gelang van die geval, die alternatiewe bepalings, op dié bedryfsinrigting van toepassing wees. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, en die datum van die werkgevers se keuse, soos reeds genoem, moet die hoofbepalings van genoemde subartikels op sodanige werkgever en al sy werknemers van toepassing wees. As die werkgever in gebreke bly om binne die reeds genoemde tydperk sodanige keuse te doen, sal die hoofbepalings bly geld.

(3) By die toepassing van hierdie klousule het die uitdrukking "diens", dieselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle betaling wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag aan hom toegestaan moet word; met dien verstande dat daar van 'n werknemer vereis mag word om op sodanige dae te werk; voorts met dien verstande dat in die geval van 'n werknemer wat vyf dae in 'n week werk en wanneer die vakansiedag op die sesde dag van die week val, die bepalings van hierdie klousule nie van toepassing is nie.

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

(b) As 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word, betaal, plus dié loon gedeel deur agt ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word.

(3) *Betaling vir werk op Sondag.*—As 'n werknemer, uitgesonderd 'n wag, op Sondag werk, moet sy werkgever hom—

(a) of betaal teen 'n skaal van minstens dubbel die loon aan hom betaalbaar vir die totale tydperk wat hy op so 'n Sondag gewerk het, of 'n loon betaal wat minstens dubbel die gewone loon is wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die grootste bedrag; of

(b) hom vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat op daardie Sondag gewerk word, en hom binne sewe dae vanaf dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op die verlofdag sy gemiddelde gewone getal werkure vir daardie dag van die week gewerk het.

(4) *Bepierking van werk op Sondag.*—'n Werkgever mag nie van 'n werknemer wat regstreekse produksiewerk verrig, vereis of hom toelaat om op meer as drie agtereenvolgende Sondae te werk nie.

10. GETALVERHOUDING.

'n Werkgever moet op elke skof 'n gekwalifiseerde voedselkoker, 'n gekwalifiseerde fabrieksklerk, 'n gekwalifiseerde graad I-werknemer, 'n gekwalifiseerde graad 1A-werknemer en 'n gekwalifiseerde graad II-werknemer in diens hê voordat hy onderskeidelik 'n ongekwalifiseerde voedselkoker, 'n ongekwalifiseerde fabrieksklerk, 'n ongekwalifiseerde graad I-werknemer, 'n ongekwalifiseerde graad 1A-werknemer, of 'n ongekwalifiseerde graad II-werknemer in diens mag neem, en hy moet minstens een gekwalifiseerde voedselkoker, een gekwalifiseerde graad 1A-werknemer en een gekwalifiseerde graad II-werknemer in diens hê vir onderskeidelik elke twee ongekwalifiseerde voedselkokers, ongekwalifiseerde fabrieksklerke, ongekwalifiseerde graad I-werknemers, ongekwalifiseerde graad 1A-werknemers of ongekwalifiseerde graad II-werknemers wat hy in diens neem.

11. PIECEWORK AND INCENTIVE BONUS SCHEMES.

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

- (a) in the case of an employee, other than a casual employee, in respect of each week in which piecework is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class and area plus any amount payable in terms of clauses 4 (3), 6 (9) and 9 (2) and (3);
- (b) in the case of a casual employee, in respect of each day on which piecework is performed, the wage prescribed in 4 (1) for a casual employee plus any amount payable in terms of clauses 4 (3), 6 (9) and 9 (2) and (3).

(2) An employer shall keep posted up in a conspicuous place in his factory, a schedule of the piecework and incentive bonus scheme rates referred to in sub-clause (1) and shall not reduce such rates unless he has given his employee not less than two weeks' notice of the proposed alteration.

12. OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall supply and maintain in good condition free of charge, any overalls and/or protective clothing, which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee, as well as waterproof clothing for watchmen, and he shall at his own cost and expense, launder or cause to be laundered, such overalls and/or protective clothing or pay to his employee in lieu of rendering such laundering service the sum of 10 cents per week at the same time as he pays his remuneration.

(2) All uniforms, overalls and protective clothing provided in terms of this clause shall remain the property of the employer, and shall not be removed from the employee's place of employment except on the authority of the employer for the purpose of cleaning, laundering or repair.

13. DEGRADING OF GRADE I AND GRADE II EMPLOYEES, CHARGEHANDS AND SUPERVISORS.

An employer shall not, during the period 15th April to the 15th September of each year place any Grade I employee, Grade II employee, chargehand and supervisor, who has two years or longer experience in that category, in a lower grade without the opportunity for discussion having been given to representatives of the Food and Canning Workers' Union.

14. TRADE UNION FACILITIES.

(1) Every employer shall permit any official, or member of the Food and Canning Workers' Union duly authorised thereto in writing by the Union—

- (a) to enter his cloakrooms (provided no meetings are held therein) from time to time during the lunch-hour, for the purpose of—
 - (i) interviewing employees on trade union matters;
 - (ii) enrolling new members;
 - (iii) distributing notices calling meetings of members of the trade unions;

(b) to collect members' subscriptions as soon as possible after they have been paid their wages, provided that they do not interrupt employees who are engaged on work.

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

(3) Any office bearer of the Union mentioned in sub-clause (1) may absent himself from work without pay to attend to business of the Union, provided he gives his employer at least three days notice thereof.

15. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS AND OF WOMEN ON CERTAIN WORK.

(1) An employer shall not employ any person under the age of 15 years; and

(2) No female employee shall be required to carry or stack any container which weighs more than—

- (a) in the case of women of 18 years and over: 25 lb.;
- (b) in the case of women of 16 years to 18 years: 20 lb.

16. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees other than a casual employee, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

11. STUKWERK- EN AANSPOORINGSBONUSSKEMAS.

(1) Behoudens die bepalinge van klousule 5 (6), moet 'n werkgewer sy werknemer wat vir 'n tydperk stukwerk of aansporingsbonuswerk verrig, besoldiging betaal teen die skale soos tussen die werkgewer en sy werknemer ooreengekom: Met dien verstande dat, afgesien van die hoeveelheid of produksie van die werk wat verrig is, die werkgewer sodanige werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf word, plus enige bedrag wat ingevolge klousule 4 (3), 6 (9) en 9 (2) en (3) betaalbaar is;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die loon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word, plus enige bedrag wat ingevolge klousules 4 (3), 6 (9) en 9 (2) en (3) betaalbaar is.

(2) 'n Werkgewer moet op 'n opvallende plek in sy fabriek 'n rooster van die stukwerkskale en aansporingsbonusskale wat in subklousule (1) genoem word, vertoon hou, en hy mag daardie skale nie verlaag nie tensy hy sy werknemer minstens twee weke kennis van die voorgesigte wysigings gegee het.

12. OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgewer moet alle oorpakke en/of beskermende klere, asook waterdige klere vir wagte, wat hy van sy werknemer mag vereis om te dra, of wat hy ingevolge 'n verordening of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n goeie toestand hou en hy moet die oorpakke en/of beskermende klere op eie koste was en stryk, of laat was en stryk, of aan sy werknemer, in plaas van die was- en strykdienste te verskaf, saam met die betaling van sy besoldiging, 10c per week betaal.

(2) Alle uniforms, oorpakke en beskermende klere wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgewer en mag nie van die werkgewer se bedryfsinrigting verwyder word nie, uitgesonderd wanneer die werkgewer magtiging daartoe verleen met die doel om dit te laat skoonmaak, was of herstel.

13. DEGRADERING VAN GRAAD I- EN GRAAD II-WERKNEMERS, ONDERBASE EN OPSIGTERS.

'n Werkgewer mag nie gedurende die tydperk 15 April tot 15 September van elke jaar enige graad I-werknemer, graad II-werknemer, onderbaas of opsigter wat twee jaar of langer onderverinding in daardie kategorie het, in 'n laer graad plaas voordat die verteenwoordigers van die Food Canning Workers' Union die geleentheid gebied is om dit te bespreek nie.

14. VAKVERENIGINGGERIEWE.

(1) Elke werkgewer moet elke amptenaar, of lid van die Food and Canning Workers' Union wat behoorlik en skriftelik deur die vakvereniging daartoe gemagtig is, toelaat—

- (a) om sy ruskamers (met dien verstande dat geen vergaderings daar gehou word nie) van tyd tot tyd gedurende die etensuur binne te gaan, met die doel om—
 - (i) met werknemers in verband met sake van die vakvereniging 'n onderhoud te hê;
 - (ii) nuwe lede te werf;
 - (iii) kennisgewings te versprei om vergaderings van lede van die vakvereniging te belê;

(b) lede se ledelyste in te samel so gou as moontlik nadat hulle loon uitbetaal is, met dien verstande dat hulle nie werknemers seur wat besig is met werk nie.

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

(3) Enige ampsdraer van die vakvereniging wat in subklousule (1) gemeld word, mag sonder betaling van die werk af wegbly ten einde aan die sake van die Vereniging aandag te gee, met dien verstande dat hy sy werkgewer minstens drie dae kennis daarvan gee.

15. VERBOD OP INDIENSNEMING VAN 'N PERSOON ONDER DIE OUDERDOM VAN 15 JAAR EN VAN VROU E VIR SEKERE WERK.

(1) 'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

(2) Daar mag van geen vroulike werknemer vereis word om enige houer wat meer as die volgende weeg, te dra of opmekaar te stapel nie:—

- (a) In die geval van vroue van 18 jaar en ouer: 25 lb.;
- (b) in die geval van vroue van 16-18 jaar: 20 lb.

16. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik wat die werkgewer en die werknemer se naam voluit, die aard van die diens, die aanvangsdatum en beëindigingsdatum van die kontrak en die besoldigingskaal op die datum van sodanige eindiging meld.

17. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee shall give not less than twenty-four hours' notice during the first four weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—

- (a) in the case of twenty-four hours' notice the weekly wage which the employee was receiving immediately before the date of such termination divided by seven in the case of a watchman, six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;
- (b) in the case of a week's notice, not less than the weekly wage which the employee was receiving, immediately before the date of such termination; provided that this shall not affect—
 - (i) the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
 - (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8 or any period of military training.

Signed at Cape Town this 20th day of December, 1963.

G. D. VAN DEN BERG,
Chairman.

R. FARGHER,
G. WHITEHEAD,
Duly Authorised Representatives (Employers).

L. ABRAHAMS,
C. KILOWAN,
Duly Authorised Representatives (Employees).

R. M. LAMBRECHTS,
Secretary.

No. R. 961.] [26 June 1964.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

FRUIT AND VEGETABLE CANNING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-section (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 Fruit and Vegetable Canning Industry, published under Government Notice No. R. 960 of the 26th June, 1964, 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.

M. VILJOEN.
Deputy-Minister of Labour.

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17. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens vier-en-twintig uur kennis en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig, of in plaas daarvan minstens die volgende betaal, of verbeur:—

- (a) In die geval van opsegging van vier-en-twintig uur, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, ses in die geval van 'n werknemer wat ses dae in 'n week werk, en vyf in die geval van 'n werknemer wat vyf dae in 'n week werk.
- (b) in die geval van opsegging van 'n week, minstens die weekloon wat die werknemer onmiddellik voor die datum van dié beëindiging ontvang het; met dien verstande dat dit nie die volgende raak nie—
 - (i) Die werkgewer of die werknemer se reg om die diens sonder opsegging om 'n regsgeldige rede te beëindig;
 - (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat vir 'n opseggingstermyn van gelyke duur vir albei partye en vir langer as een week voorsiening maak.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoudsbepalings van subklousule (1) gesluit is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die opseggingstermyn soos ooreengekom.

(3) Die opsegging in subklousule (1) genoem, word van krag op die dag waarop daar kennis gegee word: met dien verstande dat die opsegging nie mag saamval nie met, of kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7, met siekteverlof ingevolge klousule 8 of enige tydperk van militêre opleiding nie.

Op hede die 20ste dag van Desember 1963 te Kaapstad onderteken.

G. D. VAN DEN BERG,
Voorsitter.

R. FARGHER,
G. WHITEHEAD,
Behoorlik Gemagtigde Verteenwoordigers (Werknemers).

L. ABRAHAMS,
C. KILOWAN,
Behoorlik Gemagtigde, verteenwoordigers (Werkgewers).

R. M. LAMBRECHTS,
Sekretaris.

No. R. 961.] [26 Junie 1964.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartike (1) van artikel *twee-en-twintig* soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vrugte- en Groenteinmaaknywerheid, gepubliseer by Goewermmentskennisgewing No. R. 960 van 26 Junie 1964, oor die algemeen vir persone wie se werkdag 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 bepalings van genoemde Wet.

M. VILJOEN.
Adjunk-minister van Arbeid.

INHOUD.

No.	Departement van Arbeid. GOEWERMMENTSKENNISGEWINGS.	BLADSY
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