



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 7

7 Januarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

VRUGTE- EN GROENTE-INMAAKNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vrugte- en Groente-inmaaknywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1974 eindig, bindend is vir die werkgewers en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde Vereniging is;

(b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 13 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1974 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Boksburg, Caledon, Johannesburg, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester; en

(c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 13 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1974 eindig, in die gebiede gespesifieer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A—71695

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 7

7 January 1972

INDUSTRIAL CONCILIATION ACT, 1956

FRUIT AND VEGETABLE CANNING INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a), as applied by section 48 (9) of the Industrial Conciliation Act, 1956, 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, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1974, upon the employers who and the trade union which entered into the Agreement and upon the employees who are members of the said Union;

(b) in terms of section 48 (1) (b), as applied by section 48 (9) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 13 and 14, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1974, 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 section 48 (3) (a), as applied by section 48 (9) of the said Act, declare that, in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1974, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 13 and 14, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—3356

VERSOENINGSRAAD VIR DIE VRUGTE-EN GROENTE-INMAAKNYWERHEID

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit tussen die volgende werkgewers:

Ashton Canning Co. (Pty) Ltd.
Brink Bros Canning Factory Ltd.
Deepfreezing and Preserving (Firgrove) (Pty) Ltd,
Eagle Canning Co. (Pty) Ltd,
Gant's Foods (Pty) Ltd,
Highlands Canning (Pty) Ltd,
H. Jones & Co. (S.A.) Ltd,
Langeberg Co-operative Ltd,
Oakglen Canning Co. (Pty) Ltd,
Rhodes Fruit Farms (Pty) Ltd, en
South African Preserving Co. (Pty) Ltd,
(hierna die "werkgewers" genoem), aan die een kant, en
The Food and Canning Workers' Union
(hierna die "werkneemers" genoem), aan die ander kant.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Hierdie Ooreenkoms moet nagekom word deur die werkgewers en werkneemers in die Vrugte- en Groente-inmaaknywerheid in die volgende gebiede:

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

Transvaal.—Die landdrosdistrikte Boksburg en Johannesburg.

(b) Ondanks subklousule (a) is hierdie Ooreenkoms slegs van toepassing op werkneemers vir wie lone in klousule 4 (1) voor- geskryf word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal word, en bly van krag tot 31 Mei 1974.

3. WOORDOMSKRYWING

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

"bediener van 'n ammoniakpersinstallasie" 'n werkneemer wat in beheer is van 'n ammoniakpersinstallasie;

"ambagsman" 'n werkneemer wat werk doen wat in die reël deur 'n geskoold ambagsman verrig word, en vir die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoold 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 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge van artikel 2 (7) of artikel 7 (3) van gemelde Wet, en sluit dit ook 'n kuiper in;

"assistent-fabrieksvoorman" 'n werkneemer, uitgesonderd 'n afdelingsvoorman, toesighouer of onderbaas, wat die voorman help om sy pligte te vervul en wat in sy afwesigheid namens hom kan waarneem;

"automatiese blikverpakkingsmasjien" 'n masjien wat geëtitkeerde blikke in kartondose inpak;

"automatiese kartonhouerverseelings- en persmasjien" 'n masjien wat lym aan die klappe van gevulde kartonhouers aanbring en dit pers;

"bediener van 'n automatiese bliketiketteermasjien" 'n werkneemer wat in beheer is van 'n automatiese bliketiketteermasjien, en vir die toepassing van hierdie klousule beteken "in beheer van" die verantwoordelikheid vir die werking van die masjien;

"bediener van 'n automatiese dubbelnaatmasjien" 'n werkneemer wat in beheer is van 'n automatiese dubbelnaatmasjien, en vir die toepassing van hierdie woordomskrywing beteken "in beheer van" die verantwoordelikheid vir die werking van die masjien;

"stoomketelbediener" 'n werkneemer wat die water en stoomdruk in 'n stoomketel op peil hou en wat die stoomketel kan stook;

CONCILIATION BOARD FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY

AGREEMENT

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

Ashton Canning Co. (Pty) Ltd,
Brink Bros. Canning Factory Ltd,
Deepfreezing and Preserving (Firgrove) (Pty) Ltd,
Eagle Canning Co. (Pty) Ltd,
Gant's Foods (Pty) Ltd,
Highlands Canning (Pty) Ltd,
H. Jones & Co. (S.A.) Ltd,
Langeberg Koöperasie Beperk,
Oakglen 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 subclause (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 48 of the Industrial Conciliation Act, 1956, as amended, and shall remain in operation until 31 May 1974.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, 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 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (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;

"bediener van 'n kis-entedrukmasjien" 'n werknemer wat 'n kis-entedrukmasjien bedien en wie se werk die set en rangskikking van letters en syfers vir die drukwerk op houtkis-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 ook '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 verwijder nie;

"eetsaalkok" 'n werknemer, uitgesonderd 'n "sopkoker", wat etes vir 'n eetsaal 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;

"kuipe- of vatehersteller" 'n werknemer wat kuipe of vate herstel;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieseldie werkgewer in diens is;

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

"ondervoorvrou" 'n vroulike werknemer in die landdrosdistrik Caledon wat onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman of toesighouer 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 gegevens vertolk wat van sodanige toets verkry is;

"klerk" 'n werknemer wat skryfwerk, tikwerk, of enige ander vorm van klerklike werk verrig, en sluit dit 'n pakhuismans, kasier, versendingsklerk, vrugte- en/of groenteontvangsklerk en telefonis in;

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

"afdelingsvoorman" 'n werknemer, uitgesonderd 'n fabrieksvoorman, assistent-fabrieksvoorman, toesighouer of onderbaas, wat of in die vrugtebereidingsafdeling of in die inmaakafdeling van 'n bedryfsinrigting beheer voer oor opsigters, graad I-, graad IA-, graad II-, III- of IV-werknemers, en wat oor graad V-werknemers toesig kan hou: Met dien verstande dat as daar of in die vrugtebereidingsafdeling 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 aflewing en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarlaai van die goedere, die natel van pakkette en die merk en adresseer daarvan;

"voerder van 'n dubbelnaatmasjien" 'n werknemer wat deksels aan 'n dubbelnaatmasjien voer en wat die masjien kan aansit en stopsit en wat verstoppings in die rolbaan kan wegruim;

"elektrotegniese assistent" 'n werknemer, uitgesonderd 'n ambagsman, 'n masjienfaktotum of 'n vakleerling, wat elektrotegniese werk kan doen onder toesig van 'n ambagsman, 'n masjienfaktotum of 'n vakleerling, dog dit sluit nie 'n werknemer in wat 'n ambagsman, 'n masjienfaktotum of 'n vakleerling slegs as arbeider bystaan nie;

"ingenieursassistent" 'n werknemer, uitgesonderd 'n ambagsman, 'n masjienfaktotum of 'n vakleerling, wat ingenieurswerk onder toesig van 'n ambagsman, 'n masjienfaktotum of 'n vakleerling kan verrig, dog dit sluit nie 'n werknemer in wat 'n ambagsman, 'n masjienfaktotum of 'n vakleerling slegs as arbeider bystaan 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 diens wat die werknemer onderskeidelik as 'n voedselkoker, 'n fabrieksklerk, 'n graad I-werknemer, 'n graad IA-werknemer of 'n graad II-werknemer in die Vrugte- en Groente-inmaaknywerheid gehad het;

"fabriek" 'n bedryfsinrigting waarin drie of meer persone in diens is vir enigeen van die werkzaamhede wat in paragrawe (a), (b) en (c) van die woordomskrywing van die Vrugte- en Groente-inmaaknywerheid gemeld word, of 'n perseel waar minder as drie persone aldus in diens is, indien vir gemelde werkzaamhede meganiese krag vir ander doeleindes as gewone verligting gebruik word;

"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;

"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, or supervisor is in charge of a group of Grade V employees;

"chargehand, female" means a female employee in the Magisterial District of Caledon, who under the supervision of a factory foreman, assistant factory foreman, departmental foreman 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 preparations 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;

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

"engineering assistant" means an employee other than an artisan, a machine handyman or an apprentice who may do engineering work under the supervision of an artisan, a machine handyman or an apprentice but does not include an employee who merely assists as labourer, an 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 definition of "Fruit and Vegetable Canning Industry" or premises on which less than three persons are so employed if mechanical power, other than for ordinary lighting purposes, is used for the said operations;

"fabrieksklerk" 'n werknemer, uitgesonderd 'n klerk, wat een of meer van die volgende werkzaamhede verrig:

Etikette uitreik en aantekenning daarvan hou;

bestellings bymekaarmaak;

aantekenning hou van die hoeveelhede en/of gewig van goedere wat verbruik word;

goedere afweg;

aantekenning hou van die tye wat deur werknemers gwerk is; aantekenning hou van stukwerkverdienste;

tyd- en stukwerk ter voorbereiding van die loonklerk se berekenings nagaan;

en wat 'n pakhuisman of versendingsklerk in die algemeen kan bystaan, en dit omvat 'n werknemer wat verantwoordelik is vir die ontvang van goedere en die nagaan, aanteken en aflai van sodanige goedere;

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

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

"fabrieksvrughwabestuurder" 'n werknemer, uitgesonderd 'n fabrieksvrughwabestuurder, of 'n nywerheidstrekkergewerbestuurder, wat 'n meganies aangedrewe vrughyswa bestuur wat gebruik word om goedere te karwe en meganies op te stapel binne die fabriekspersel en/of tussen die persele wat deur die werkewer gebruik word en hoogstens 100 treë uitmekaa staan en vir die toepassing van hierdie omskrywing sluit bestuur alle tydperke van bestuur in en enige tyd wat die bestuurder bestee terwyl hy in beheer van die voertuig is of op werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te bestuur;

"fabrieksvrughwabestuurder" 'n werknemer, uitgesonderd 'n fabrieksvrughwabestuurder, of 'n nywerheidstrekkergewerbestuurder, wat 'n meganies aangedrewe vrugwa bestuur binne die fabriekspersel en/of tussen die fabriekspersel wat deur die werkewer gebruik word en hoogstens 100 treë uitmekaa staan en vir die toepassing van hierdie omskrywing sluit bestuur alle tydperke van bestuur in en enige tyd wat die bestuurder bestee terwyl hy in beheer van die voertuig is of op werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te bestuur;

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

"vroulike leëblivkoerder" 'n vroulike werknemer wat leë blikke (maar nie blikke met 'n inhoud van meer as 1 kilogram nie) vanaf pallette aan hoeëspoedvervoerde of-hystoestelle met die hand of 'n vurk voer;

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

"voedselkoker" 'n werknemer wat verantwoordelik is vir vleis, konfyt, sous, sop, kwass of vrugtstroop, en dit 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;

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

"Vrugte- en Groente-inmaaknywerheid" die nywerheid waarin die werkewer en sy werknemer geassosieer is in 'n fabriek waar enigeen van ondergenoemde produkte vervaardig word:

(a) Fynkonfyt, marmelade, jellie, stukkonfyt, ingemaakte vrugte en/of ingemaakte groente, vrugte- en/of groentekonsentrate, -sappe en -moeis, sop, tamatiesous en gekookte spaghetti, vleis en/of souse wat deur hitte teen bederf gevrywaar kan word in lugdig versëerde houers uitsluitlik of gedeeltelik van blik of glas gemaak;

(b) glans- en gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte), ontwaterde vrugte en groente of vrugte wat op soortgelyke wyse verwerk is (behalwe son- of oondgedroogde sagtevrugte), verpak in lugdig versëerde houers uitsluitlik of gedeeltelik van blik of glas gemaak, of in ander soorte houers, en gepreserveer volgens ander metodes as dié hierbo beskryf;

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

met inbegrip van alle werkzaamhede wat daar mee gepaard gaan of daar uit voortspruit, en wat deur enige sodanige werknemer of werkewer verrig word;

"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 piece-work earnings;

checking of time and piece-work 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 the 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;

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

"female empty can feeder" means a female employee engaged in feeding empty cans, other than cans above one kilogram capacity, from pallets onto high speed conveyor belts or elevators by hand or fork;

"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, unqualified," 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;

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

(a) Jam, marmalade, jellies, preserves, canned fruit and/or canned vegetables, fruit and/or vegetable concentrates, juices and pulp, 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) glacé and crystallised fruits (other than dried or minced fruits), 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;

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

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

- (1) Bediener van 'n ammoniakpersinstallasie;
- (2) bediener van 'n outomatiese botteleketiketteermasjién;
- (3) bediener van 'n outomatiese bliketiketteermasjién;
- (4) bediener van 'n outomatiese dubbelnaatmasjién;
- (5) kuip- en vathersteller;
- (6) bestuurder van 'n fabrieksvurkhyswa;
- (7) bestuurder van 'n fabrieksvragwa;
- (8) kloptoetser;
- (9) sapuitdrukker;
- (10) laboratoriumassistent;
- (11) bediener van 'n blikvernismasjién;
- (12) toesighouer by loogindoping;
- (13) 'n masjién wat houers met ertjies vul en dit pekel;
- (14) bediener van 'n retortdrukkoker;
- (15) stroopmaker;
- (16) bediener van 'n vakuumkookinstallasie en/of bediener van 'n verdumper;

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

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

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

- (a) Outomatiese dubbelsplitser;
- (b) buig- en/of houervormmasjiene;
- (c) voeringmasjiene;
- (d) uitstampperse;

"graad IA-werknemer, gekwalificeer," 'n graad IA-werknemer met minstens ses maande ondervinding;

"graad IA-werknemer, ongekwalificeer," 'n graad IA-werknemer met minder as ses maande ondervinding;

"graad II-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werkzaam is of een of meer van die volgende werkzaamhede verrig:

- (1) Eetsaalkok;
- (2) knipper;
- (3) bediener van 'n dubbelnaatmasjién;
- (4) elektrotegniese assistent;
- (5) handetiketteerdeerde;
- (6) drywer van 'n nywerheidstrekker;
- (7) Kellytoestel-bestanddeeluitmeter;
- (8) bediener van 'n loogindoopmasjién en -installasie;
- (9) plakkissies of kissies van ongesaaide materiaal maak;
- (10) afmeter;
- (11) opsigter van 'n perskeontpit- of herontpitmasjién;
- (12) opsigter van 'n masjién wat pere skil en die klokhuisuitehaal;
- (13) stukwerkkaartjeteller;
- (14) gehaltebepaler;
- (15) handsoldeerder;
- (16) sjabloonssnyer;
- (17) een of meer van die volgende kragmasjiene bedien of toesig daaroor hou:

- (a) Outomatiese bottelvuller en/of toekurker;
- (b) outomatiese bottelwasser en/of steriliseerdeerde;
- (c) outomatiese kartonhouerverseëlaar en saampsers;
- (d) outomatiese omklinkmasjién;
- (e) outomatiese dubbelnaatmasjién (by die maak van blikkies);
- (f) outomatiese flensmasjién;
- (g) outomatiese buigmasjién;
- (h) outomatiese blikrolmasjién;
- (i) kis-entedorukker;
- (j) kistoespykemasjién;
- (k) sentrifuge;
- (l) 'n masjién wat sitrusvrugte outomaties in kwarte of halwes sny;

(m) 'n masjién wat mielies afsny, meng, afbaard, was en afblaar;

klaar

"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 and barrel repairer;
- (6) factory fork lift truck driver;
- (7) factory truck driver;
- (8) hammer tester;
- (9) juice extractor;
- (10) laboratory assistant;
- (11) lacquering tin plate-machine operator;
- (12) lye scalder supervisor;
- (13) pea filling and brining;
- (14) retort pressure cooker attendant;
- (15) syrup maker;
- (16) 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 six months' experience;

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

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

- (1) Canteen cook;
- (2) clipper;
- (3) double seamer feeder;
- (4) electrical assistant;
- (5) hand labeller;
- (6) industrial tractor driver;
- (7) Kelly plant ingredient dispenser;
- (8) lye scalder 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) piece-work ticket tallier;
- (14) quality checker;
- (15) soldering by hand;
- (16) stencil cutter;

(17) operating and/or attending one or more of the following power-driven machines:

- (a) Automatic bottle filling and/or corking;
- (b) automatic bottle washing and/or sterilising;
- (c) automatic carton sealing and compressing;
- (d) automatic clinching;
- (e) automatic double seamer (in can making);
- (f) automatic flanging;
- (g) automatic flexing;
- (h) automatic tinplate roller;
- (i) box-end printing;
- (j) box nailing;
- (k) centrifuge;
- (l) citrus automatic quartering or halving;
- (m) corn cutting, mixing, silking, washing and husking;

- (n) palletaflaaijer;
- (o) hidrostatische koker;
- (p) konfytihyser, 'n masjien wat houers met konfyt vul of wat konfyt afkoel;
- (q) 'n masjien wat waatlemoen in blokkies sny;
- (r) 'n masjien wat pynappels sny, afskil en die binneste uit-haal;
- (s) 'n masjien wat pynappels in skywe sny;
- (t) 'n masjien wat moes berei en/of opbrek;
- (u) nie-automatiese dubbelnaatmasjien;
- (v) nie-automatiese kragpers;
- (w) nie-automatiese oopsnymasjien;
- (x) 'n masjien wat groente kerf of dit in skyfies of blokkies sny;
- (y) 'n masjien 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 werkzaamhede verrig:

- (1) Kiste en/of ander houers vasbind en/of bande met behulp van 'n draadklemmasjien daarom sit;
- (2) ingenieursassistent;
- (3) stoker;
- (4) handetiketteerder;
- (5) bediener van 'n passasiershysbak;
- (6) weeg op 'n skaal met 'n ronde wysterplaat;
- (7) een of meer van die volgende kragmasjiene bedien en/of toesig daaroor hou:
 - (a) Outomatiese blikkiestroopvulmasjien;
 - (b) outomatiese volumetriese varsfrugte- en/of groentevulmasjiene;
 - (c) blikkiesvernisser;
 - (d) fynkapper-versnipperaar;
 - (e) afvoerpot;
 - (f) waatlemoen skil en in repies sny;
 - (g) maalmasjien;
 - (h) menger en/of klopper;
 - (i) perskeonpit- of -herontpitmasjien;
 - (j) masjien wat pere skil en die klokhuisie uithaal;
 - (k) voorverhittingsmasjien;
 - (l) voorbereidingsgradeermasjien (gesnyde of vars vrugte);
 - (m) pompmasjien;
 - (n) sifmasjien;
 - (o) krammasjien;
 - (p) groenteskilmasjien;

"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:

- (1) Bediener van 'n outomatiese blikverpakkingmasjien;
- (2) sitruskil met die hand skoonmaak vir die vervaardiging van gesnipperde en/of versuikerde skil;
- (3) deksels nasien en klein voeringmasjiene by die maak van blikkies voer;
- (4) toilette skoonmaak;
- (5) bottels of flesse met die hand of 'n handmasjien kroon, toekurk of enige ander soort prop of afsluiter daarop sit;
- (6) vroulike leëblikvoerder;
- (7) etikette van volle grootte met die hand aan blikke met 'n inhoud van A10 of meer vasheg;
- (8) bediener van 'n goederehyser;
- (9) voerings, skywe of ringe met die hand in deksels insit;
- (10) bode;
- (11) bediener van enige kragaangedrewe masjien nie elders in hierdie Ooreenkoms gespesifieer nie;
- (12) rantsoenkoker;
- (13) warm blikke van rolbaan vir retortvulwerk afhaal;
- (14) sopkoker;
- (15) oorpakke (met die hand) was, stryk en/of heelmaak;
- (16) met 'n gestelde skaal weeg;

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

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

- (2) kiste of ander houers vasbind of houers daarom vasslaan maar nie met 'n draadklemmasjien nie;

- (n) depallitiser;
- (o) hydrostatic cooker;
- (p) jam elevator, jam filling or jam cooling;
- (q) melon dicing;
- (r) pineapple cutting, peeling and coring;
- (s) pineapple slicing;
- (t) pulping and/or disintegrating;
- (u) non-automatic double seaming;
- (v) non-automatic power-press;
- (w) non-automatic slitter;
- (x) vegetable cutting, slicing or dicing;
- (y) vining 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:

- (1) Binder and/or strapper of boxes and/or other containers using a wire-tieing machine;
- (2) engineering assistant;
- (3) fireman;
- (4) hand bottle labeller;
- (5) passenger lift attendant;
- (6) weighing with circular dial scale;
- (7) operating and/or attending one or more of the following power-driven machines:
 - (a) Automatic can-syruping;
 - (b) automatic volumetric fresh fruit and/or vegetables filling machines;
 - (c) can lacquering;
 - (d) shipping and shredding;
 - (e) exhaust-box;
 - (f) melon peeling and stripping;
 - (g) mincing;
 - (h) mixing and/or beating;
 - (i) peach pitting or repitting machine;
 - (j) pear peeling and coring machine;
 - (k) pre-heating;
 - (l) preparation grading machine (cut or fresh fruit);
 - (m) pumping;
 - (n) sieving;
 - (o) stapling;
 - (p) vegetable peeling;

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

- (1) Automatic can casing machine attendant;
- (2) cleaning citrus peel by hand for making cut and/or candied peel;
- (3) checking lids and feeding small lining machines in can making;
- (4) cleaning toilets;
- (5) crowning, corking or placing any other stopper or closer, in or on bottles or jars by hand or hand-operated machines;
- (6) female empty can feeder;
- (7) fixing full-size labels by hand to tins of a capacity of A10 or more;
- (8) goods lift attendant;
- (9) inserting liners, discs or rings into lids by hand;
- (10) messenger;
- (11) operator of any power-driven machine not elsewhere specified in this Agreement;
- (12) ration cooker;
- (13) removing hot tins from runway for retorting;
- (14) soup cooker;
- (15) washing (by hands) ironing and/or mending overalls;
- (16) weighing to a set scale.

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

- (1) Assistant on delivery vehicles other than driving or effecting repairs;
- (2) binding or strapping boxes or other containers other than with a wire-tieing machine;

(3) persele, uitgesonderd toilette, voertue, gereedskap, meubels, gerei, werklike, masjinerie, filterperse of ander artikels skoonmaak en/of was;

(4) neutre of pitte kraak;

(5) artikels, uitgesonderd brieve, te voet of per fiets, driewiel of handvoertuig aflewer;

(6) gesnyde of ongesnyde vrugte en/of groente in water inoop;

(7) houers leegmaak, maar nie konfytpanne nie;

(8) vrugte, groente, kiste, blikkies of ander materiaal aan verbande of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjiene voer nie;

(9) blikkies, kuipe, sakke of ander houers met die hand vul, maar nie ook blikkiesverpakking nie;

(10) kleefetikette met die hand aan blikkies heg;

(11) houers of papier vou;

(12) met die hand fynmaak, maal of tot moes maak;

(13) uitskip;

(14) goedere of ander verskuifbare artikels laai of aflaai, optel, dra, verplaas of stapel;

(15) bondels plankies losmaak, platkissies, kratte of kiste met die hand uit plankies of voorbereide materiaal aanmekaarsit en aanmekaarspyker;

(16) vuurmaak, vure aan die brand hou of uithark, uitgesonderd in stoomketels, of afval en as verwyder;

(17) tee of dergelike drankie maak;

(18) voertue, uitgesonderd motorvoertue, olie en smeer;

(19) onder toesig van 'n fabrieksvorman, assistent-fabrieksvorman, afdelingsvorman, ambagsman, toesighouer of masjiendieder, krane en kleppe oopmaak of toemaak;

(20) deure, vensters, boligte, kiste, sakke, bale, dromme of ander verpakkings oopmaak, verseel of toemaak;

(21) 'n handyser bedien;

(22) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;

(23) bereide, rou, geblansjeerde of verhitte vrugte of groente in houers of bottels verpak, maar nie blikkiesverpakking nie;

(24) 'n handvoertuig of -trok stoot of trek;

(25) sap uit sitrusvrugte pers;

(26) pitte met die hand uit vrugte verwijder;

(27) plat kissies, kratte of kiste met die hand met klaarbereide materiaal herstel;

(28) met rubberstempels stempel;

(29) ertjies, boontjies of ander groente met die hand uitdop;

(30) met die hand sif;

(31) leë potjies of flesse, bottels, blikkies of ander houers sorteer, leë sakke sorteert, tel of in bondels opmaak;

(32) stukke sitruskil uitsorteer nadat dit geskil is;

(33) vrugte en/of groente op 'n band of vervoerband uitsprei;

(34) kiste, sakke, kartonhouers of ander houers sjabloner of merk (maar nie met die hand adresseer nie), of kiste, kartonhouers, konkas of ander houers van klaar geadresseerde etikette voorstien;

(35) met die hand roer, maar nie konfyt roer nie;

(36) verbuigde flense of blikkies regbuig;

(37) paaie of paadjies vee, grasperke en blombeddings natmaak;

(38) veselrifvelbord- of soortgelyke houers met die hand uitpak of oopvou, klaarbereide houers fatsoeneer;

(39) bottels, blikkies, skottels of ander houers met die hand was;

(40) vrugte en/of groente met die hand of met 'n handmasjiens was, sorteer, skil, regsn, in skyfies sny, ontpit, snippet, ontkern of stukkend sny;

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

"handetiketteerde 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 masjiene geëtiketteer te word of wat slegs beskadigde etikette vervang nie;

"handetiketteerde" 'n werknemer wat etikette van volle grootte aan blikkies heg wat kleiner as A10-blikkies is, maar dit sluit nie 'n werknemer in wat slegs etikette regsit om met 'n masjiene geëtiketteer te word of wat slegs beskadigde etikette vervang nie;

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

(3) cleaning and/or washing premises excluding toilets, 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 steam-boilers, 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 pipes 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) stencil or marking (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 vegetables by hand or hand-operated machine;

"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 full-size 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 A10 cans, but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;

"industrial tractor driver" means 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;

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

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

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

"bediener van 'n was- en strykmasjiene" 'n werknemer wat 'n kragaangedrewre was- en stryk- en/of droogmasjiene bedien, en wat ook verantwoordelik kan wees vir die ontvang en/of nagaan van oorpakte wat gewas en gestryk moet word;

"loogindopingstoeghouer" 'n werknemer wat in beheer is van een of meer kragaangedrewre loogindopers en wat by die uitvoering van sy pligte die masjiene aan- en afskakel;

"masjiene- of installasiebediener en/of -versorger" 'n werknemer wat 'n kragaangedrewre masjiene bedien, versorg, aan- of afskakel en daarvan mag verstel en/of dit voer of daarvan afneem; en die uitdrukking " 'n masjiene bedien of versorg" het 'n ooreenstemmende betekenis;

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

"afmeter" 'n werknemer wat hoeveelhede vrugte en ander bestanddele afweeg, uitgesonderd op 'n gestelde skaal, en ook vir dié werk verantwoordelik is;

"bode" 'n werknemer wat brieue of boodskappe aflewer, state vuu en in koeverte steek, koeverte verseel, met rubberstempels stempel, posstukke en pakkies pos of pos afhaal;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n bestuurder van 'n nywerheidstrekkier, 'n fabrieksvragmotorbestuurder of 'n bestuurder van 'n fabrieksvrughyswa, wat 'n motorvoertuig bestuur, 'n passasierbus ingesluit, en vir die toevoering van hierdie woordomskrywing omvat " 'n motorvoertuig bestuur" alle tydperke waarin daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te bestuur;

"perskeontpit- of -herontpitmasjienvoerder" 'n werknemer wat 'n perskeontpit- of -herontpitmasjiene met onbereide vrugte voer, maar van wie daar nie vereis word om die masjiene aan of af te skakel en wat nie verantwoordelik is vir die werking van die masjiene nie;

"bediener van perskeontpit, of -herontpitmasjiene" 'n werknemer wat 'n perskeontpit- of -herontpitmasjiene bedien, versorg, aan- of afskakel en wat klein verstellings daaraan kan maak en/of sodanige masjiene kan voer of daarvan afneem;

"toesighouer oor 'n perskeontpit- of -herontpitmasjiene" 'n werknemer wat verantwoordelik is vir die werking van 'n groep perskeontpit- of -herontpitmasjiene en hulle aan- of afskakel en wat verstellings daaraan kan maak;

"voerder van 'n masjiene wat pere skil en die klokhuise uithaal" 'n werknemer wat 'n masjiene wat pere skil en die klokhuise uithaal, met onbereide vrugte voer, maar van wie daar nie vereis word om die masjiene aan of af te skakel en wat nie verantwoordelik is vir die werking van die masjiene nie;

"bediener van 'n masjiene wat pere skil en die klokhuise uithaal" 'n werknemer wat 'n masjiene wat pere skil en die klokhuise uithaal, bedien versorg, aan- of afskakel en wat klein verstellings daaraan kan maak en/of sodanige masjiene kan voer of daarvan afneem;

"toesighouer oor 'n masjiene wat pere skil en die klokhuise uithaal" 'n werknemer wat verantwoordelik is vir die werking van 'n groep masjiene wat pere skil en die klokhuise uithaal, wat sodanige masjiene aan- en afskakel, en verstellings daaraan kan maak;

"stukwerk" enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid of omvang van gedane werk;

"stukwerkkaartjieteller" 'n werknemer wat, deur kaartjies uit te reik, rekord hou van die stukwerk wat stukwerkters gedurende die dag hou;

"bediener van 'n masjiene wat pynappels stukkend sny, afskil en ontkern en binnestes uithaal" 'n werknemer wat 'n masjiene bedien wat pynappels stukkend sny, afskil en ontkern, bekend as 'n "Ginaca". ('n Werknemer wat die masjiene slegs voer en dit nie aan- of afskakel nie, is nie by hierdie omskrywing ingesluit nie);

"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 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;

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

"lye scaldar 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 power-driven machine and who may make adjustments thereto and/or feed or take off from such machine, and the expression "operating or attending a machine" has a corresponding meaning;

"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;

"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 except in the case of an Atlas Pacific 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;

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

"piece-work ticket tallier" means an employee who records, by means of issuing tickets, the piece-work done by piece-workers during the day;

"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);

"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 afskakel nie, word nie by hierdie omskrywing ingesluit nie);

"versorger van beskermende klere" 'n werknemer wat oorpakte, voorskote, handskoene, oorskoene, waterdigte jasse of ander beskermende klere uitreik en wat toesig kan hou oor die was, stryk en heelmaak van oorpakte en/of wat in beheer van die kleedkamer is;

"gehaltebepaler" 'n werknemer wat, onder die toesig van 'n laboratoriumassistent, ingemaakte vrugte en/of groente vir gehaltekenmerke ondersoek;

"bediener van 'n retortdrukkoker" 'n werknemer wat in beheer is van minder as ses retorte en wat verantwoordelik kan wees vir die druk, temperatuur, kook- en afkoeltyd van die produk wat verwerk moet word;

"toesighouer oor 'n retortdrukkoker" 'n werknemer wat in beheer is van 'n groep van ses of meer retorte, en wat verantwoordelik is vir die druk, temperatuur, kook- en afkoeltyd van die produk wat verwerk moet word;

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

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

"roerde en/of panleegmaker" 'n werknemer wat konfyt roerterwyl dit gekook word en/of panne met gekookte konfyt in huers uitgiet, maar nie deur dit uit te skep nie;

"pakhuisman" 'n klerklike werknemer in algemene beheer van voorrade of klaar 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 verbruksafdeling 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 of assistent-fabrieksvoorman, 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 vakuumkookinstallasie" 'n werknemer wat 'n vakuumkookinstallasie bedien en wat verantwoordelik is vir die produksies van gekonsentreerde vloeistowwe deur die installasie;

"bediener van 'n afdraad- en uitdopmasjien" 'n werknemer wat verantwoordelik is vir die werking van een of meer afdraad- en uitdopmasjiene en wat die masjiene kan aan- en afskakel en klein verstellings daaraan kan maak;

"loon", tensy anders gespesifieer, dié gedeelte van die besoldiging wat ingevolge klosule 4 (1) in kontant aan 'n werknemer betaalbaar is vir die gewone werkure in klosule 6 (1) (2) voorgeskryf, of indien 'n werkewer 'n werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié aldus voorgeskryf, dié hoër bedrag;

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

"welsynsbeamppte" 'n werknemer in besit van 'n geldige bekwaamheidsertifikaat in eerstehulp deur enige 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 die eerstehulpkamer 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 werkzaam is.

4. BESOLDIGING

(1) Die minimum weekloon wat deur 'n werkewer aan 'n werknemer betaal moet word, is soos hieronder uiteengesit vir die klasse en grade aangedui:

"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 or overalls and/or who is in charge of the cloakroom;

"quality checker" means an employee, who under the supervision of a laboratory assistant inspects canned fruit and/or vegetables for quality characteristics;

"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 break-down 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 or cooked jams into receptacles, other than by lading;

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

"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 or assistant factory foreman, 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;

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

"wage" means, unless where otherwise specified, that portion of the remuneration payable in money to an employee in terms of clause 4 (1) 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 an employee shall be as set out hereunder in respect of the classes and grades indicated:

	In die landdrosdistrikte:											
	Boksburg en Johannesburg			Port Elizabeth			Wellington, Somerset-Wes, Strand en Paarl, uitersonder die gebied binne 'n straal van 3 myl van die Drakensteinposkantoor af			Worcester		
	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973
	R	R	R	R	R	R	R	R	R	R	R	R
Stoomketelbediener.....	11,75	11,90	12,05	11,75	11,90	12,05	11,75	11,90	12,05	11,75	11,90	12,05
Blikkiespakker.....	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60
Blikkiesstoetser.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68
Onderbaas.....	9,80	9,95	10,10	10,13	10,28	10,43	9,73	9,88	10,03	9,73	9,88	10,03
Onderbaas, vrou.....	—	—	—	—	—	—	—	—	—	—	—	—
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur sodanige voertuig getrek word—	19,35	19,50	19,65	17,25	17,40	17,55	15,30	15,45	15,60	15,30	15,45	15,60
(i) hoogstens 5 metriekie ton is.....	22,75	22,90	23,05	19,60	19,75	19,90	15,85	16,00	16,15	15,85	16,00	16,15
(ii) meer as 5 metriekie ton maar hoogstens 8 metriekie ton is.....	26,25	26,40	26,55	25,25	25,40	25,55	22,75	22,90	23,05	22,75	22,90	23,05
(iii) meer as 8 metriekie ton maar hoogstens 25 metriekie ton is.....	30,25	30,40	30,55	29,25	29,40	29,55	26,75	26,90	27,05	26,75	26,90	27,05
(iv) meer as 25 metriekie ton is.....	11,65	11,80	11,95	11,65	11,80	11,95	11,65	11,80	11,95	11,65	11,80	11,95
Fabrieksklerk, gekwalifiseer.....	9,70	9,85	10,00	9,70	9,85	10,00	9,70	9,85	10,00	9,70	9,85	10,00
gedurende eerste ses maande ondervinding.....	10,78	10,93	11,08	10,78	10,93	11,08	10,78	10,93	11,08	10,78	10,93	11,08
Bediener van 'n sneltoemaak- en stroopmasjien.....	13,85	14,00	14,15	13,88	14,03	14,18	13,85	14,00	14,15	13,85	13,20	13,35
Voedselkoker, gekwalifiseer.....	21,45	21,60	21,75	21,45	21,60	21,75	21,45	21,60	21,75	21,45	21,60	21,75
Voedselkoker, ongekwalifiseer—	9,43	9,58	9,73	9,43	9,58	9,73	9,43	9,58	9,73	9,43	9,58	9,73
gedurende eerste ses maande ondervinding.....	11,45	11,60	11,75	11,45	11,60	11,75	11,45	11,60	11,75	11,45	11,60	11,75
gedurende derde ses maande ondervinding.....	13,43	13,58	13,73	13,43	13,58	13,73	13,43	13,58	13,73	13,43	13,58	13,73
gedurende vierde ses maande ondervinding.....	16,28	16,43	16,58	16,28	16,43	16,58	16,28	16,43	16,58	16,28	16,43	16,58
gedurende vyfde ses maande ondervinding.....	17,68	17,83	17,98	17,68	17,83	17,98	17,68	17,83	17,98	17,68	17,83	17,98
gedurende sesde ses maande ondervinding.....	19,30	19,45	19,60	19,30	19,45	19,60	19,30	19,45	19,60	19,30	19,45	19,60
Vrugteondersoeker.....	8,55	8,70	8,85	8,55	8,70	8,85	8,55	8,70	8,85	8,40	8,55	8,70
Graad I, gekwalifiseer.....	13,40	13,55	13,70	13,43	13,58	13,73	13,40	13,55	13,70	12,58	12,73	12,88
Graad I, ongekwalifiseer—	10,90	11,05	11,20	10,90	11,05	11,20	10,90	11,05	11,20	10,73	10,88	11,03
gedurende eerste drie maande ondervinding.....	12,33	12,48	12,63	12,33	12,48	12,63	12,33	12,48	12,63	11,78	11,93	12,08
Graad IA, gekwalifiseer.....	12,95	13,10	13,25	12,95	13,10	13,25	12,95	13,10	13,25	12,10	12,25	12,40
Graad IA, ongekwalifiseer—	10,18	10,33	10,48	10,18	10,33	10,48	10,18	10,33	10,48	10,10	10,25	10,40
gedurende eerste drie maande ondervinding.....	11,45	11,60	11,75	11,45	11,60	11,75	11,45	11,60	11,75	10,88	11,03	11,18
Graad II, gekwalifiseer.....	11,75	11,90	12,05	11,75	11,90	12,05	11,75	11,90	12,05	11,75	11,90	12,05
Graad II, ongekwalifiseer—	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68
gedurende eerste drie maande ondervinding.....	10,58	10,73	10,88	10,58	10,73	10,88	10,58	10,73	10,88	10,58	10,73	10,88
Graad III.....	10,08	10,23	10,38	10,13	10,28	10,43	10,08	10,23	10,38	10,08	10,23	10,38
Graad IV, man.....	9,28	9,43	9,58	9,33	9,48	9,63	9,28	9,43	9,58	9,13	9,28	9,43
Graad IV, vrou.....	7,85	8,00	8,15	7,85	8,00	8,15	7,85	8,00	8,15	7,85	8,00	8,15
Graad V, man, 18 jaar oud of ouer.....	8,55	8,70	8,85	8,55	8,70	8,85	8,55	8,70	8,85	8,40	8,55	8,70
Graad V, man, onder 18 jaar.....	7,60	7,75	7,90	7,60	7,75	7,90	7,60	7,75	7,90	7,55	7,70	7,85
Graad V, vrou, 18 jaar of ouer.....	7,75	7,90	8,05	7,75	7,90	8,05	7,75	7,90	8,05	7,68	7,83	7,98
Graad V, vrou, onder 18 jaar.....	6,80	6,95	7,10	6,80	6,95	7,10	6,80	6,95	7,10	6,80	6,95	7,10
Konfytroeder.....	9,28	9,43	9,58	9,28	9,43	9,58	9,28	9,43	9,58	9,13	9,28	9,43
Bediener van 'n was- en strykmasjien.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,20	9,35	9,50
Masienvaktotum.....	20,58	20,73	20,88	20,58	20,73	20,88	20,58	20,73	20,88	20,58	20,73	20,88
Voerder van 'n perskeontpit- of -herontpitmasjien, man.....	9,28	9,43	9,58	9,33	9,48	9,63	9,28	9,43	9,58	9,13	9,28	9,43
Voerder van 'n perskeontpit- of -herontpitmasjien, vrou.....	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60
Voerder van 'n masjien wat pere skil en die klokhuisies uithaal, man.....	9,28	9,43	9,58	9,33	9,48	9,63	9,28	9,43	9,58	9,13	9,28	9,43
Voerder van 'n masjien wat pere skil en klokhuisies uithaal, vrou.....	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60
Versorger van beskermende klere.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,20	9,35	9,50
Toesighouer oor 'n retortdrukkoker.....	15,30	15,45	15,60	15,30	15,45	15,60	15,30	15,45	15,60	14,25	14,40	14,55
Toesighouer, man.....	13,43	13,58	13,73	13,88	14,03	14,18	13,43	13,58	13,73	13,43	13,58	13,73
Toesighouer, vrou.....	10,03	10,18	10,33	10,18	10,33	10,48	10,03	10,18	10,33	10,03	10,18	10,33
Wag.....	11,33	11,48	11,63	11,60	11,75	11,90	10,53	10,68	10,83	10,53	10,68	10,83
Welsynbeambte.....	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55
Los werkemere.....	*	*	*	*	*	*	*	*	*	*	*	*

* Een-vyfde van die weekloon vir elke dag of deel van 'n dag, volgens gebied en klas werk wat gedoen word.

In the Magisterial Districts of:

	Boksburg and Johannesburg			Port Elizabeth			Wellington, Somerset West, Strand and Paarl other than the area within a 3-mile radius of the Post Office Groot Drakenstein			Worcester		
	Until 31/10 1972	From 1/11 1972	From 1/11 1973	Until 31/10 1972	From 1/11 1972	From 1/11 1973	Until 31/10 1972	From 1/11 1972	From 1/11 1973	Until 31/10 1972	From 1/11 1972	From 1/11 1973
Boiler attendant.....	R 11,75	R 11,90	R 12,05	R 11,75	R 11,90	R 12,05	R 11,75	R 11,90	R 12,05	R 11,75	R 11,90	R 12,05
Can packer.....	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60
Can tester.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68
Chargehand.....	9,80	9,95	10,10	10,13	10,28	10,43	9,73	9,88	10,03	9,73	9,88	10,03
Chargehand, female.....	—	—	—	—	—	—	—	—	—	—	—	—
Driver of a motor vehicle, the payload of which together with the payload of any trailers drawn by such vehicle—												
(i) does not exceed 5 metric tons.....	19,35	19,50	19,65	17,25	17,40	17,55	15,30	15,45	15,60	15,30	15,45	15,60
(ii) exceeds 5 metric tons, but not 8 metric tons.....	22,75	22,90	23,05	19,60	19,75	19,90	15,85	16,00	16,15	15,85	16,00	16,15
(iii) exceeds 8 metric tons, but not 25 metric tons.....	26,25	26,40	26,55	25,25	25,40	25,55	22,75	22,90	23,05	22,75	22,90	23,05
(iv) exceeds 25 metric tons.....	30,25	30,40	30,55	29,25	29,40	29,55	26,75	26,90	27,05	26,75	26,90	27,05
Factory clerk, qualified.....	11,65	11,80	11,95	11,65	11,80	11,95	11,65	11,80	11,95	11,65	11,80	11,95
Factory clerk unqualified—												
during first six months' experience.....	9,70	9,85	10,00	9,70	9,85	10,00	9,70	9,85	10,00	9,70	9,85	10,00
during second six months' experience.....	10,78	10,93	11,08	10,78	10,93	11,08	10,78	10,93	11,08	10,78	10,93	11,08
Fast closing and syruping machine operator.....	13,85	14,00	14,15	13,88	14,03	14,18	13,85	14,00	14,15	13,85	13,20	13,35
Food boiler, qualified.....	21,45	21,60	21,75	21,45	21,60	21,75	21,45	21,60	21,75	21,45	21,60	21,75
Food boiler, unqualified—												
during first six months' experience.....	9,43	9,58	9,73	9,43	9,58	9,73	9,43	9,58	9,73	9,43	9,58	9,73
during second six months' experience.....	11,45	11,60	11,75	11,45	11,60	11,75	11,45	11,60	11,75	11,45	11,60	11,75
during third six months' experience.....	13,43	13,58	13,73	13,43	13,58	13,73	13,43	13,58	13,73	13,43	13,58	13,73
during fourth six months' experience.....	16,28	16,43	16,58	16,28	16,43	16,58	16,28	16,43	16,58	16,28	16,43	16,58
during fifth six months' experience.....	17,68	17,83	17,98	17,68	17,83	17,98	17,68	17,83	17,98	17,68	17,83	17,98
during sixth six months' experience.....	19,30	19,45	19,60	19,30	19,45	19,60	19,30	19,45	19,60	19,30	19,45	19,60
Fruit checker.....	8,55	8,70	8,85	8,55	8,70	8,85	8,55	8,70	8,85	8,40	8,55	8,70
Grade I, qualified.....	13,40	13,55	13,70	13,43	13,58	13,73	13,40	13,55	13,70	12,58	12,73	12,88
Grade I, unqualified—												
during first three months' experience.....	10,90	11,05	11,20	10,90	11,05	11,20	10,90	11,05	11,20	10,73	10,88	11,03
during second three months' experience.....	12,33	12,48	12,63	12,33	12,48	12,63	12,33	12,48	12,63	11,78	11,93	12,08
Grade IA, qualified.....	12,95	13,10	13,25	12,95	13,10	13,25	12,95	13,10	13,25	12,10	12,25	12,40
Grade IA, unqualified—												
during first three months' experience.....	10,18	10,33	10,48	10,18	10,33	10,48	10,18	10,33	10,48	10,10	10,25	10,40
during second three months' experience.....	11,45	11,60	11,75	11,45	11,60	11,75	11,45	11,60	11,75	10,88	11,03	11,18
Grade II, qualified.....	11,75	11,90	12,05	11,75	11,90	12,05	11,75	11,90	12,05	11,75	11,90	12,05
Grade II, unqualified—												
during first three months' experience.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68
during second three months' experience.....	10,58	10,73	10,88	10,58	10,73	10,88	10,58	10,73	10,88	10,58	10,73	10,88
Grade III.....	10,08	10,23	10,38	10,13	10,28	10,43	10,08	10,23	10,38	10,08	10,23	10,38
Grade IV, male.....	9,28	9,43	9,58	9,33	9,48	9,63	9,28	9,43	9,58	9,13	9,28	9,43
Grade IV, female.....	7,85	8,00	8,15	7,85	8,00	8,15	7,85	8,00	8,15	7,85	8,00	8,15
Grade V, male, 18 years of age or over.....	8,55	8,70	8,85	8,55	8,70	8,85	8,55	8,70	8,85	8,40	8,55	8,70
Grade V, male, under 18 years of age.....	7,60	7,75	7,90	7,60	7,75	7,90	7,60	7,75	7,90	7,55	7,70	7,85
Grade V, female, 18 years of age or over.....	7,75	7,90	8,05	7,75	7,90	8,05	7,75	7,90	8,05	7,68	7,83	7,98
Grade V, female, under 18 years of age.....	6,80	6,95	7,10	6,80	6,95	7,10	6,80	6,95	7,10	6,80	6,95	7,10
Jam stirrer.....	9,28	9,43	9,58	9,28	9,43	9,58	9,28	9,43	9,58	9,13	9,28	9,43
Laundry machine attendant.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,20	9,35	9,50
Machine handyman.....	20,58	20,73	20,88	20,58	20,73	20,88	20,58	20,73	20,88	20,58	20,73	20,88
Peach pitting or repitting machine feeder, male.....	9,28	9,43	9,58	9,33	9,48	9,63	9,28	9,43	9,58	9,13	9,28	9,43
Peach pitting or repitting machine feeder, female.....	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60
Pear peeling and coring machine feeder, male.....	9,28	9,43	9,58	9,33	9,48	9,63	9,28	9,43	9,58	9,13	9,28	9,43
Pear peeling and coring machine feeder, female.....	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60	8,30	8,45	8,60
Protective clothing attendant.....	9,38	9,53	9,68	9,38	9,53	9,68	9,38	9,53	9,68	9,20	9,35	9,50
Retort pressure cooker supervisor.....	15,30	15,45	15,50	15,30	15,45	15,60	15,30	15,45	15,60	14,25	14,40	14,55
Supervisor, male.....	13,43	13,58	13,73	13,88	14,03	14,18	13,43	13,58	13,73	13,43	13,58	13,73
Supervisor, female.....	10,03	10,18	10,33	10,18	10,33	10,48	10,03	10,18	10,33	10,03	10,18	10,33
Watchman.....	11,33	11,48	11,63	11,60	11,75	11,90	10,53	10,68	10,83	10,53	10,68	10,83
Welfare officer.....	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55
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 landdrosdistrikte:											
	In die gebied binne 'n straal van 3 myl van die Groot Drakensteinposkantoor af, in die landdrosdistrik Paarl			Tulbagh en Montagu			Mosselbaai			Caledon		
	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973	Tot 31/10 1972	Vanaf 1/11 1972	Vanaf 1/11 1973
	R	R	R	R	R	R	R	R	R	R	R	R
Stoomketelbediener.....	10,90	11,05	11,20	10,63	10,78	10,93	10,48	10,63	10,78	10,63	10,78	10,93
Blikkiespakker.....	7,85	8,00	8,15	7,73	7,88	8,03	7,45	7,60	7,75	7,80	7,95	8,10
Blikkiesstoetser.....	8,55	8,70	8,85	8,50	8,65	8,80	8,38	8,53	8,68	8,50	8,65	8,80
Onderbaas.....	8,53	8,68	8,83	8,30	8,45	8,60	8,30	8,45	8,60	9,70	9,85	10,00
Onderbaas, vrou.....	—	—	—	—	—	—	—	—	—	7,85	8,00	8,15
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur sodanige voertuig getrek word—												
(i) hoogstens 5 metriekie ton is.....	15,30	15,45	15,60	13,90	14,05	14,20	13,23	13,38	13,53	13,90	14,05	14,20
(ii) meer as 5 metriekie ton maar hoogstens 8 metriekie ton is.....	15,85	16,00	16,15	15,85	16,00	16,15	15,85	16,00	16,15	15,85	16,00	16,15
(iii) meer as 8 metriekie ton maar hoogstens 25 metriekie ton is.....	22,75	22,90	23,05	22,75	22,90	23,05	22,75	22,90	23,05	22,75	22,90	23,05
(iv) meer as 25 metriekie ton is.....	26,75	26,90	27,05	26,75	26,90	27,05	26,75	26,90	27,05	26,75	26,90	27,05
Fabriksklerk, gekwalifiseer.....	10,80	10,95	11,10	10,80	10,95	11,10	10,53	10,68	10,83	10,80	10,95	11,10
Fabriksklerk, ongekwalifiseer—												
gedurende eerste ses maande ondervinding.....	8,50	8,65	8,80	8,50	8,65	8,80	8,50	8,65	8,80	8,50	8,65	8,80
gedurende tweede ses maande ondervinding.....	10,00	10,15	10,30	10,00	10,15	10,30	9,73	9,88	10,03	10,00	10,15	10,30
Bediener van 'n sneltormaak- en stroopmasjien.....	12,48	12,63	12,78	12,20	12,35	12,50	11,40	11,55	11,70	12,20	12,35	12,50
Voedselkoker, gekwalifiseer.....	18,10	18,25	18,40	16,68	16,83	16,98	16,28	16,43	16,58	16,68	16,83	16,98
Voedselkoker, ongekwalifiseer—												
gedurende eerste ses maande ondervinding.....	8,48	8,63	8,78	8,48	8,63	8,78	8,45	8,60	8,75	8,48	8,63	8,78
gedurende tweede ses maande ondervinding.....	9,95	10,10	10,25	9,78	9,93	10,08	9,70	9,85	10,00	9,78	9,93	10,08
gedurende derde ses maande ondervinding.....	11,70	11,85	12,00	11,33	11,48	11,63	10,85	11,00	11,15	11,33	11,48	11,63
gedurende vierde ses maande ondervinding.....	13,35	13,50	13,65	12,55	12,70	12,85	12,30	12,45	12,60	12,55	12,70	12,85
gedurende vyfde ses maande ondervinding.....	15,25	15,40	15,55	14,05	14,20	14,35	13,35	13,50	13,65	14,05	14,20	14,35
gedurende sesde ses maande ondervinding.....	16,68	16,83	16,98	15,83	15,98	16,13	14,98	15,13	15,28	15,83	15,98	16,13
Vrugteondersoeker.....	7,90	8,05	8,20	7,65	7,80	7,95	7,03	7,18	7,33	7,65	7,80	7,95
Graad I, gekwalifiseer.....	12,35	12,50	12,65	11,80	11,95	12,10	10,93	11,08	11,23	11,80	11,95	12,10
Graad I, ongekwalifiseer—												
gedurende eerste drie maande ondervinding.....	9,93	10,08	10,23	9,83	9,98	10,13	9,33	9,48	9,63	9,83	9,98	10,13
gedurende tweede drie maande ondervinding.....	10,95	11,10	11,25	10,83	10,98	11,13	10,13	10,28	10,43	10,83	10,98	11,13
Graad IA, gekwalifiseer.....	11,58	11,73	11,88	10,95	11,10	11,25	10,18	10,33	10,48	10,95	11,10	11,25
Graad IA, ongekwalifiseer—												
gedurende eerste drie maande ondervinding.....	9,30	9,45	9,60	9,20	9,35	9,50	8,53	8,68	8,83	9,20	9,35	9,50
gedurende tweede drie maande ondervinding.....	10,18	10,33	10,48	10,01	10,16	10,31	9,40	9,55	9,70	10,00	10,15	10,30
Graad II, gekwalifiseer.....	10,90	11,05	11,20	10,63	10,78	10,93	10,48	10,63	10,78	10,63	10,78	10,93
Graad II, ongekwalifiseer—												
gedurende eerste drie maande ondervinding.....	8,55	8,70	8,85	8,50	8,65	8,80	8,38	8,53	8,68	8,50	8,65	8,80
gedurende tweede drie maande ondervinding.....	9,80	9,95	10,10	9,43	9,58	9,73	9,33	9,48	9,63	9,43	9,58	9,73
Graad III.....	9,85	10,00	10,15	9,38	9,53	9,68	9,08	9,23	9,38	9,53	9,68	9,80
Graad IV, man.....	8,63	8,78	8,93	8,38	8,53	8,68	7,85	8,00	8,15	8,50	8,65	8,80
Graad IV, vrou.....	7,60	7,75	7,90	7,48	7,63	7,78	7,13	7,28	7,43	7,55	7,70	7,95
Graad V, man, 18 jaar oud of ouer.....	8,00	8,15	8,30	7,75	7,90	8,05	7,13	7,28	7,43	7,93	8,08	8,23
Graad V, man, onder 18 jaar.....	6,85	7,00	7,15	6,80	6,95	7,10	6,48	6,63	6,78	6,48	6,63	6,78
Graad V, vrou; 18 jaar of ouer.....	7,03	7,18	7,33	6,90	7,05	7,20	6,80	6,95	7,10	7,08	7,23	7,38
Graad V, vrou; onder 18 jaar.....	6,48	6,63	6,78	6,45	6,60	6,75	6,25	6,40	6,55	6,33	6,48	6,63
Konfytroeder.....	8,73	8,88	9,03	8,50	8,65	8,80	7,93	8,08	8,23	8,48	8,63	8,78
Bediener van 'n was- en strykmashien.....	8,70	8,85	9,00	8,48	8,63	8,78	7,93	8,08	8,23	8,48	8,63	8,78
Mashienfaktotum.....	17,68	17,83	17,98	16,28	16,43	16,58	16,28	16,43	16,58	16,28	16,43	16,58
Voerder van 'n perskoepelt- of -herontpitsmashien, man.....	8,63	8,78	8,93	8,38	8,53	8,68	7,85	8,00	8,15	8,50	8,65	8,80
Voerder van 'n perskoepelt- of -herontpitsmashien, vrou.....	7,85	8,00	8,15	7,73	7,88	8,03	7,45	7,60	7,75	7,65	7,80	7,95
Voerder van 'n masjien wat pere skil en die klokhuisies uithaal, man.....	8,63	8,78	8,93	8,38	8,53	8,68	7,85	8,00	8,15	8,50	8,65	8,80
Voerder van 'n masjien wat pere skil en klokhuisies uithaal, vrou.....	7,85	8,00	8,15	7,73	7,88	8,03	7,45	7,60	7,75	7,65	7,80	7,95
Versorger van beskermende klere.....	8,70	8,85	9,00	8,48	8,63	8,78	7,93	8,08	8,23	8,30	8,45	8,60
Toesighouer oor 'n retortdrukkoker.....	14,00	14,15	14,30	13,40	13,55	13,70	12,58	12,73	12,88	13,40	13,55	13,70
Toesighouer, man.....	11,93	12,08	12,23	11,65	11,80	11,95	10,93	11,08	11,23	12,33	12,48	12,63
Toesighouer, vrou.....	9,43	9,58	9,73	9,18	9,33	9,48	8,78	8,93	9,08	9,93	10,08	10,23
Wag.....	9,85	10,00	10,15	9,43	9,58	9,73	9,28	9,43	9,58	9,43	9,58	9,73
Welsynbeampte.....	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55
Los werkner.....	*	*	*	*	*	*	*	*	*	*	*	*

* Een-vyfde van die weekloon vir elke dag of deel van 'n dag, volgens gebied en klas werk wat gedoen word.

	In the Magisterial Districts of:											
	In the area within a 3-mile radius of the Post Office Groot Drakenstein; in the Magisterial District of Paarl				Tulbagh and Montagu			Mossel Bay			Caledon	
	Until 31/10 1972	From 1/11 1972	From 1/11 1973	Until 31/10 1972	From 1/11 1972	From 1/11 1973	Until 31/10 1972	From 1/11 1972	From 1/11 1973	Until 31/10 1972	From 1/11 1972	From 1/11 1973
Boiler attendant.....	R	R	R	R	R	R	R	R	R	R	R	R
Can packer.....	10,90	11,05	11,20	10,63	10,78	10,93	10,48	10,63	10,78	10,63	10,78	10,93
Can tester.....	7,85	8,00	8,15	7,73	7,88	8,03	7,45	7,60	7,75	7,80	7,95	8,10
Chargehand.....	8,55	8,70	8,85	8,50	8,65	8,80	8,38	8,53	8,68	8,50	8,65	8,80
Chargehand, female.....	8,53	8,68	8,83	8,30	8,45	8,60	8,30	8,45	8,60	9,70	9,85	10,00
Driver of a motor vehicle, the payload of which together with the payload of any trailers drawn by such vehicle—												
(i) does not exceed 5 metric tons.....	15,30	15,45	15,60	13,90	14,05	14,20	13,23	13,38	13,53	13,90	14,05	14,20
(ii) exceeds 5 metric tons, but not 8 metric tons.....	15,85	16,00	16,15	15,85	16,00	16,15	15,85	16,00	16,15	15,85	16,00	16,15
(iii) exceeds 8 metric tons, but not 25 metric tons.....	22,75	22,90	23,05	22,75	22,90	23,05	22,75	22,90	23,05	22,75	22,90	23,05
(iv) exceeds 25 metric tons.....	26,75	26,90	27,05	26,75	26,90	27,05	26,75	26,90	27,05	26,75	26,90	27,05
Factory clerk, qualified.....	10,80	10,95	11,10	10,80	10,95	11,10	10,53	10,68	10,83	10,80	10,95	11,10
Factory clerk, unqualified—												
during first six months' experience.....	8,50	8,65	8,80	8,50	8,65	8,80	8,50	8,65	8,80	8,50	8,65	8,80
during second six months' experience.....	10,00	10,15	10,30	10,00	10,15	10,30	9,73	9,88	10,03	10,00	10,15	10,30
Fast closing and syruping machine operator.....	12,48	12,63	12,78	12,20	12,35	12,50	11,40	11,55	11,70	12,20	12,35	12,50
Food boiler, qualified.....	18,10	18,25	18,40	16,68	16,83	16,98	16,28	16,43	16,58	16,68	16,83	16,98
Food boiler, unqualified—												
during first six months' experience.....	8,48	8,63	8,78	8,48	8,63	8,78	8,45	8,60	8,75	8,48	8,63	8,78
during second six months' experience.....	9,95	10,10	10,25	9,78	9,93	10,08	9,70	9,85	10,00	9,78	9,93	10,08
during third six months' experience.....	11,70	11,85	12,00	11,33	11,48	11,63	10,85	11,00	11,15	11,33	11,48	11,63
during fourth six months' experience.....	13,35	13,50	13,65	12,55	12,70	12,85	12,30	12,45	12,60	12,55	12,70	12,85
during fifth six months' experience.....	15,25	15,40	15,55	14,05	14,20	14,35	13,35	13,50	14,05	14,20	14,35	14,50
during sixth six months' experience.....	16,68	16,83	16,98	15,83	15,98	16,13	14,98	15,13	15,28	15,83	15,98	16,13
Fruit checker.....	7,90	8,05	8,20	7,65	7,80	7,95	7,03	7,18	7,33	7,65	7,80	7,95
Grade I, qualified.....	12,35	12,50	12,65	11,80	11,95	12,10	10,93	11,08	11,23	11,80	11,95	12,10
Grade I, unqualified—												
during first three months' experience.....	9,93	10,08	10,23	9,83	9,98	10,13	9,33	9,48	9,63	9,83	9,98	10,13
during second three months' experience.....	10,95	11,10	11,25	10,83	10,98	11,13	10,13	10,28	10,43	10,83	10,98	11,13
Grade IA, qualified.....	11,58	11,73	11,88	10,95	11,10	11,25	10,18	10,33	10,48	10,95	11,10	11,25
Grade IA, unqualified—												
during first three months' experience.....	9,30	9,45	9,60	9,20	9,35	9,50	8,53	8,68	8,83	9,20	9,35	9,50
during second three months' experience.....	10,18	10,33	10,48	10,01	10,16	10,31	9,40	9,55	9,70	10,00	10,15	10,30
Grade II, qualified.....	10,90	11,05	11,20	10,63	10,78	10,93	10,48	10,63	10,78	10,63	10,78	10,93
Grade II, unqualified—												
during first three months' experience.....	8,55	8,70	8,85	8,50	8,65	8,80	8,38	8,53	8,68	8,50	8,65	8,80
during second three months' experience.....	9,80	9,95	10,10	9,43	9,58	9,73	9,33	9,48	9,63	9,43	9,58	9,73
Grade III.....	9,85	10,00	10,15	9,38	9,53	9,68	9,08	9,23	9,38	9,38	9,53	9,68
Grade IV, male.....	8,63	8,78	8,93	8,38	8,53	8,68	7,85	8,00	8,15	8,50	8,65	8,80
Grade IV, female.....	7,60	7,75	7,90	7,48	7,63	7,78	7,13	7,28	7,43	7,65	7,80	7,95
Grade V, male, 18 years of age or over.....	8,00	8,15	8,30	7,75	7,90	8,05	7,13	7,28	7,43	7,93	8,08	8,23
Grade V, male, under 18 years of age.....	6,85	7,00	7,15	6,80	6,95	7,10	6,48	6,63	6,78	6,48	6,63	6,78
Grade V, female, 18 years of age or over.....	7,03	7,18	7,33	6,90	7,05	7,20	6,80	6,95	7,10	7,08	7,23	7,38
Grade V, female, under 18 years of age.....	6,48	6,63	6,78	6,45	6,60	6,75	6,25	6,40	6,55	6,33	6,48	6,63
Jam stirrer.....	8,73	8,88	9,03	8,50	8,65	8,80	7,93	8,08	8,23	8,50	8,65	8,80
Laundry machine attendant.....	8,70	8,85	9,00	8,48	8,63	8,78	7,93	8,08	8,23	8,48	8,63	8,78
Machine handyman.....	17,68	17,83	17,98	16,28	16,43	16,58	16,28	16,43	16,58	16,28	16,43	16,58
Peach pitting or repitting machine feeder, male.....	8,63	8,78	8,93	8,38	8,53	8,68	7,85	8,00	8,15	8,50	8,65	8,80
Peach pitting or repitting machine feeder, female.....	7,85	8,00	8,15	7,73	7,88	8,03	7,45	7,60	7,75	7,65	7,80	7,95
Pear peeling and coring machine feeder, male.....	8,63	8,78	8,93	8,38	8,53	8,68	7,85	8,00	8,15	8,50	8,65	8,80
Pear peeling and coring machine feeder, female.....	7,85	8,00	8,15	7,73	7,88	8,03	7,45	7,60	7,75	7,65	7,80	7,95
Protective clothing attendant.....	8,70	8,85	9,00	8,48	8,63	8,78	7,93	8,08	8,23	8,30	8,45	8,60
Retort pressure cooker supervisor.....	14,00	14,15	14,30	13,40	13,55	13,70	12,58	12,73	12,88	13,40	13,55	13,70
Supervisor, male.....	11,93	12,08	12,23	11,65	11,80	11,95	10,93	11,08	11,23	12,33	12,48	12,63
Supervisor, female.....	9,43	9,58	9,73	9,18	9,33	9,48	8,78	8,93	9,08	9,93	10,08	10,23
Watchman.....	9,85	10,00	10,15	9,43	9,58	9,73	9,28	9,43	9,58	9,43	9,58	9,73
Welfare officer.....	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55	17,25	17,40	17,55
Casual employee.....	*	*	*	*	*	*	*	*	*	*	*	*

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

(2) Niks in hierdie Ooreenkoms mag die loon verminder wat by die inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer 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 dié hoër loon bly ontvang onderwyl hy by dieselfde werkgever in dieselfde beroep of graad werkzaam is.

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

(4) *Differensiële loon.*—'n Werkgever wat 'n lid van een klas van sy werknemers aansê of 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 vir 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 soos volg besoldig vir al die gewone werkure van die fabriek op daardie dag:

(i) In die geval in paragraaf (a) genoemd: 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) genoemd: Vir elke uur 'n loon gelyk aan die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word, plus 30 persent, gedeel deur die getal gewone werkure wat dié werknemer in 'n week werk: Met dien verstande dat die werknemer vir die dag waarop hy sodanige werk verrig, nie op 'n bedrag geregtig is wat altesaam groter is as die bedrag wat verskuldig sou gewees het aan 'n gekwali-fiseerde werknemer in dié hoër klas teen die loon in subklousule (1) vir hom voorgeskryf nie:

Met dien verstande dat waar die enigste onderskeid tussen klasse ingevolge subklousule (1) op ondervinding, geslag of leeftyd berus, hierdie subklousule nie van toepassing is nie.

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

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 7 (3) moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks, of indien die werkgever en werknemer skriftelik daaroor ooreengekom het, maandeliks, op die gewone betaaldag van die fabriek in kontant betaal word gedurende werkure of binne 15 minute ná uitskwydt, of by beëindiging van diens, indien dit voor die gewone betaaldag plaasvind, en moet dit in 'n koevert of ander houer wees en vergesel gaan van 'n staat waarop die volgende vermeld word: Werknemer se naam of betaalstaatnommer, werknemer se beroep, getal gewone ure en oortyd gewerk, bedrag vir oortyd betaal, besoldiging, en die tydperk waarvoor besoldiging betaal word.

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

(3) *Premies.*—Geen werkgever mag, hetsy regstreeks of onregstreeks, vir diensverskaffing aan of opleiding van 'n werknemer betaal word of betaling daarvoor aanneem nie.

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

(5) *Etes en huisvesting.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, mag 'n werkgever nie sy werknemer verplig om van hom of van 'n persoon of by 'n plek wat hy aanwys, etes en/of huisvesting aanneem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir huishuur, verlof-, siekte-, versekerings-, voorsorg- of pensioenfondse: Met dien verstande dat in die geval van 'n aftrekking vir 'n siekte- of voorsorgfonds ingevolge die voorbehoudsbepaling van klousule 8 (1), die skriftelike toestemming van die werknemer nie verkyf hoof te word nie.

(b) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is en sodanige afwesigheid nie in opdrag of op versoek van sy werkgever geskied

(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 this Agreement shall continue to receive such higher rates whilst employed by the same employer in the same occupation or grade.

(3) *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 (4) 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.

(4) *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 subclause (1), shall pay to such employee a wage for all the ordinary hours of work of the factory on that day—

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

(ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area, plus 30 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 subclause (1);

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

(5) *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 15 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 payroll number, the employee's occupation, the number of ordinary hours worked and overtime hours worked, the amount paid for overtime, the remuneration, 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 Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Act, 1964, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for house rent, 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

nie, 'n bedrag in verhouding tot die tydperk van sy afwezigheid, bereken op die grondslag van die weekloon wat sodanige werknemer op dié tydstip ten opsigte van sy gewone werkure ontvang het.

(c) 'n Bedrag wat 'n werkewer regtens moet of mag aftrek.

(d) Vir 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloofdag of Kersdag, waarop 'n werknemer aangesê of toegelaat word om nie te werk nie, 'n bedrag gelyk aan die loon wat hy sou ontvang het as hy op dié dag wel gewerk het.

(e) Indien 'n werknemer instem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantearbeid, 1964, verplig is om etes en/of huisvesting van sy werkewer aan te neem, hoogstens die bedrae hieronder gespesifieer:

	Per week	Per maand
	R	R
Etes.....	0,30	1,30
Huisvesting.....	0,20	0,86
Etes en huisvesting.....	0,50	2,16

(f) Wanneer die gewone werkure in klosule 6 voorgeskryf, 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 geen aftrekings gedoen word nie—

(i) in die geval van korttyd wat voortspruit uit 'n tydelike bedryfslapte of tekort aan grondstowwe of aan vervoer, tensy die werkewer sy werknemer minstens vier uur kennis gegee het van sy voorname die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat voortspruit uit ongunstige weersomstandighede, of algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsienheid, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkewer sy werknemer die vorige dag kennis gegee het dat daar 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 OORTYDURE, EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer uitgesonderd 'n los werknemer, moet hoogstens soos volg wees:

(a) In die geval van 'n fabriek waar daar ses dae per 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 één dag hoogstens vyf is, en in so 'n geval mag die ure op die ander dae hoogstens agt en 'n half per dag wees, mits die gewone werkure deur sodanige verlenging nie 46 in een week oorskry nie;

(b) in die geval van 'n fabriek waar daar vyf dae per week gewerk word—

(i) ses-en-veertig uur in 'n week vanaf Maandag tot en met Saterdag;

(ii) nege en 'n kwart uur op 'n dag.

(2) Die gewone werkure van 'n los werknemer moet hoogstens soos volg wees:

(a) In die geval van 'n fabriek waar daar ses dae per week gewerk word: Agt en 'n half uur op 'n dag;

(b) in die geval van 'n fabriek waar daar vyf dae per week gewerk word: Nege en 'n kwart uur op 'n dag.

(3) *Etenspouses.*—'n Werkewer mag 'n werknemer nie aansê of toelaat om meer as vyf uur aaneen sonder 'n pouse van minstens één uur te werk nie, en in dié pouse mag geen werk gedoen en hierdie pouse word nie geag deel van die gewone werk- of oortydure uit te maak nie: Met dien verstande dat—

(i) 'n werkewer met sy werknemer kan ooreenkoms met sodanige etenspouse in te kort tot minstens 'n halfuur, en in die geval van 'n werknemer wie se gewone werkure nooit meer as sewe uur en 40 minute op 'n dag is nie, kan die werkewer met sodanige werknemer ooreenkoms om dié etenspouse tot minstens 20 minute in te kort; in so 'n geval, en nadat die werkewer 'n verklaring aangaande so 'n ooreenkoms by die Afdelingsinspekteur van die Departement van Arbeid vir sy gebied ingedien het, mag die etenspouse aldus ingekort word;

(ii) indien die werkewer op 'n bepaalde dag weens oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, dié pouse op versoek van die werknemer tot 15 minute vermag word, mits die totale tydperk wat daardie werknemer na die eerste etenspouse van die dag gewerk het, sewe uur nie te bowe gaan nie;

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 is legally required or permitted to make.

(d) A deduction in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, Republic 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 Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:

	Per week	Per month
	R	R
Board.....	0,30	1,30
Lodging.....	0,20	0,86
Board and lodging.....	0,50	2,16

(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 the 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 46 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) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour and in the case of an employee whose ordinary hours of work do not on any day exceed seven hours and 40 minutes the employer may agree with such employee to reduce the meal interval to not less than 20 minutes and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area the meal interval may be so reduced;

(ii) when on any day by reason of overtime work the employer is required to grant an employee a second meal interval, such interval may at the request of the employee, be reduced to 15 minutes so long as the total period worked by such employee after the first meal interval of the day does not exceed seven hours;

(iii) indien so 'n pouse langer as een uur duur, alle tyd wat 'n uur en 'n kwart te bove gaan, geag word gewone werkure te wees;

(iv) werktye wat onderbreek word deur 'n pouse van minder as een uur geag word deurlopend te wees, behalwe waar voorbehoudbepaling (i) of (ii) geld;

(v) 'n bestuurder van 'n motorvoertuig wat elders diens doen as by sy werkgewer se perseel, en wat gedurende sy etenspouse geen werk verrig nie buiten dat hy in beheer van die voertuig is, geag word gedurende sy etenspouse nie te gewerk het nie, en hierdie bepaling ook van toepassing is op 'n werknemer wat sodanige bestuurder vergesel.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy fabriek werk, uitgesonderd 'n motorvoertuigbestuurder, 'n ruspouse van minstens 10 minute toestaan, en wel so ná doenlik aan—

(a) die middel van elke eerste werkskof op 'n dag; en

(b) die middel van elke tweede werkskof op 'n dag; waarin die werknemer nie aangesê of toegelaat mag word om werk te verrig nie, en hierdie ruspouse word geag deel van die gewone werkure uit te maak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (3) en (4) moet alle werkure agtereenvolgend wees.

(6) *Oortyd.*—Alle tyd wat daar meer gwerk word as die getal ure ten opsigte van 'n dag of 'n week in subklousules (1) en (2) voorgeskryf, word geag oortyd te wees.

(7) *Beperking van oortyd.*—'n Werkgewer mag sy werknemer nie aansê of toelaat om meer as 10 uur in 'n week oortyd te werk nie.

(8) *Vroulike werknemers.*—'n Werkgewer mag 'n vroulike werknemer nie aansê of toelaat om soos volg te werk nie:

(a) Tussen 6-uur nm. en 6-uur vm.;

(b) op meer as vyf dae in 'n week ná 1-uur nm.;

(c) meer as twee uur op 'n dag of op meer as drie agtereenvolgende dae oortyd;

(d) meer as 60 dae in 'n jaar oortyd;

(e) na afloop van haar gewone werkure meer as een uur op 'n dag, tensy—

(i) hy die werknemer voor 12-uur middag daarvan in kennis gestel het; of

(ii) hy aan sodanige werknemer 'n toereikende ete verskaf het voordat die oortydwerk begin; of

(iii) hy aan sodanige werknemer betyds vyf-en-twintig sent (R0,25) betaal het om haar in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin.

(9) *Besoldiging vir oortyd.*—'n Werkgewer moet aan sy werknemer die volgende betaal:

(a) Ten opsigte van alle oortydwerk deur hom verrig, besoldig teen minstens een en 'n derde keer sy loon; en

(b) ten opsigte van alle oortydwerk deur hom verrig op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloofdag en Kersdag, besoldiging teen minstens twee keer sy gewone loon: Met dien verstande dat oortyd wat op 'n daagliks grondslag bereken is, in enige bepaalde week sou verskil van oortyd op 'n weeklikse grondslag bereken, dié grondslag aanvaar moet word wat die grootste hoeveelheid oortyd gedurende die week oplewer.

(10) *Voorbehoudbepalings.*—(a) Subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat werk verrig wat deur onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval noodsaaklik gemaak word nie; en

(b) hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n vry dag van 24 agtereenvolgende uur toestaan vir elke week diens nie: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon aftrek ten opsigte daarvan nie;

(ii) 'n werkgewer, in plaas van sy wag sodanige vry dag toe te staan, aan sodanige wag die loon kan betaal wat hy sou ontvang het as hy op daardie dag nie gwerk het nie, plus 'n bedrag van minstens sy dagloon, vir sodanige dag wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer sy werknemer vir elke voltooide diensjaar by hom, verlof soos volg toestaan:

(a) In die geval van 'n wag, drie agtereenvolgende weke;

(b) in die geval van alle ander werknemers, twee agtereenvolgende weke;

verlof met volle besoldiging teen die loon wat hy ontvang onmiddellik voordat hy met verlof gaan.

(iii) 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;

(iv) periods of work interrupted by an interval of less than one hour except when proviso (i) or (ii) applies shall be deemed to be continuous;

(v) a driver of a motor vehicle, whilst on duty away from the premises of his employer and who, during his meal interval, does no work other than being in charge of the vehicle shall be deemed not to have worked during his meal interval and that this provision shall also apply to any employee who accompanies such driver.

(4) *Rest intervals.*—An employee 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 10 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 subclauses (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 subclauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of overtime.*—An employer shall not require or permit his employees to work overtime for more than 10 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 6 o'clock a.m.;
(b) to work after 1 o'clock p.m. on more than five days in a 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 60 days in any year;

(e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(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 25 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 his employee—

(a) in respect of all overtime worked by him, remuneration at a rate not less than one and a third times his wage; and

(b) in respect of all overtime worked by him on New Year's Day, Good Friday, Ascension Day, Republic 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.*—(a) The provisions of subclauses (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; and

(b) the provisions of this clause shall not apply to a watchman whose employer grants him a day off, of 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (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) Die verlof in subklousule (1) gemeld, moet toegestaan word op 'n tyd wat deur die werkewer vasgestel word: Met dien verstande dat—

(i) indien dié verlof nie eerder toegestaan is nie, dit binne twee maande na afloop van die jaar diens waarop dit betrekking het, toegestaan moet word;

(ii) sodanige verlof nie mag saamval met siekterverlof wat kragtens klousule 8 toegestaan is, en ook nie met 'n tydperk waarin die werknemer militêre opleiding moet ondergaan nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftdag of Kersdag, binne sodanige verlof val, nog 'n dag ter vervanging van elkeen van sodanige dag by genoemde tydperk gevog moet word as 'n verdere tydperk van verlof met volle besoldiging;

(iv) 'n werkewer enige dag geleenthedsverlof met volle besoldiging wat gedurende die diensjaar waarop die jaarlrike verlof betrekking het, op sy werknemer se skriftelike versoek aan laasgenoemde toegestaan, van sodanige verlof mag aflat;

(v) 'n werkewer en sy werknemer skriftelik ooreen kan kom om die jaarlrike verlof oor 'n dienstydperk van hoogstens twee agtereenvolgende jare te laat ooploop.

(3) *Verlofbesoldiging.*—Die besoldiging vir die jaarlrike verlof in subklousule (1) gemeld, moet betaal word voor of op die laaste werkdag voor die datum waarop die verlof begin.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkewer beëindig word voordat die verlof in subklousule (1) gemeld, hom toeval moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige diensbeëindiging uitbetaal word in plaas van verlof te ontvang en vir elke voltooide maand van so 'n tydperk van minder as een jaar, minstens een-sesde van die weekloon wat hy ontvang het onmiddellik voor die datum van beëindiging.

(5) 'n Werknemer wat kragtens subklousule (1) op verlof geregtig geword het en wie se dienskontrak beëindig word voordat die verlof aan hom verleen is, moet by diensbeëindiging, vir verlof, die bedrae betaal word wat in subklousules (1) en (4) gemeld word.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag alle tydperke in te sluit wanneer 'n werknemer—

(a) afwesig is met verlof kragtens subklousule (1);

(b) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;

(c) op las of op versoek van sy werkewer van die werk afwesig is;

(d) afwesig is met siekterverlof kragtens klousule 8;

wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop ten opsigte van (a), (c) en (d), plus hoogstens vier maande 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 voor die inwerkintreding van hierdie Ooreenkoms kragtens enige wet op verlof geregtig geword het, vanaf die datum waarop sodanige werknemer laas op dié verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerkintreding van hierdie Ooreenkoms in diens was en op wie 'n wet van toepassing was wat jaarlrike verlof voorskryf, maar wat nog nie ingevolge daarvan op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop die betrokke werknemer by sy werkewer in diens getree het, of vanaf die datum van inwerkintreding van hierdie Ooreenkoms, naamlik die jongste datum.

8. SIEKTERVERLOF

(1) 'n Werkewer 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 skadevergoeding kragtens die Ongevallewet, 1941, betaalbaar is, of 'n ongeluk wat deur sy eie wangedrag veroorsaak is), gedurende enige jaar diens by hom altesaam die volgende verleen:

(a) in die geval van 'n werknemer wat 'n sesdagse week werk, 12 werkdae siekterverlof met volle besoldiging, of, anders, 30 werkdae siekterverlof met halwe besoldiging;

(b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, 10 werkdae siekterverlof met volle besoldiging, of anders, 25 werkdae siekterverlof met halwe besoldiging;

(c) in die geval van 'n wag wat sewe dae per week werk, 14 werkdae siekterverlof met volle besoldiging of, anders, 35 werkdae met halwe besoldiging;

en moet hy hom vir die tydperk van afwesigheid kragtens die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het, of,

(2) The leave referred to in subclause (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, Republic Day, Day of the Covenant or Christmas Day falls within the period of such leave 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;

(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 subclause (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 subclause (1) has accrued shall, save as provided in the fourth proviso to subclause (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 subclause (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 subclause (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 subclause (1);

(b) undergoing military training in pursuance of the Defence Act, 1957;

(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 10 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, 12 work days' sick leave on full pay, or, alternatively 30 work days' sick leave on half pay;

(b) in the case of an employee who works a five-day week, 10 work days' sick leave on full pay, or alternatively 25 work days' sick leave on half pay;

(c) in the case of a watchman who works a seven-day week, 14 work days' sick leave on full pay or alternatively 35 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

indien die werkewer verkies het om die alternatiewe stelsel kragtens bogenoemde bepaling te volg, minstens die halwe loon wat die werknemer sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat die werkewer kan eis dat die werknemer ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word, 'n sertifikaat toon wat deur 'n geregistreerde mediese praktisyen onderteken is en wat die aard en duur van die werknemer se siekte vermeld: Met dien verstande dat hierdie klousule nie van toepassing is nie as daar kragtens 'n ooreenkoms tussen die werkewer en sy werknemers, of tussen 'n werkewer en die Food and Canning Workers' Union, in 'n fabriek 'n siektebystands- of voorsorgfonds bestaan of gestig mag word, ten opsigte waarvan die werkewer vir elkeen van sy werknemers 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke van sodanige werknemer betaal word of betaalbaar is, en waaruit 'n werknemer ingeval van afwesigheid of afwesigheid van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadevergoeding kragtens die Ongevallewet, 1941, betaalbaar is), in 'n bepaalde jaar ten opsigte van die afwesigheid of afwesigheid geregtig is op betaling van 'n bedrag wat altesaam gelyk is aan minstens sy volle loon vir twee weke onder omstandighede wat vir die werknemer nie wesentlik minder gunstig is as hierdie bepaling nie.

(2) Ondanks subklousule (1) hiervan, kan die Fonds in die geval van die Mediese Fonds van die Fruit and Vegetable Fruit Canning Workers (die gebiede Grabouw, Paarl, Wellington, Worcester en Wolseley) na goedvind die voordeleskaal bepaal vir 'n langer of korter tydperk en teen volle of gedeeltelike betalling van die loon vir sodanige tydperk.

Hierdie bepaling is ook van toepassing op die werknemers van alle fabrieke in alle gebiede wat deur hierdie Ooreenkoms gedeck word en wat lede van die Fonds word, asook op hul werkewers.

Die werkewer moet binne 'n tydperk van vier weke vanaf die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, kies of hy ten opsigte van al sy werknemers verlang om die hoofbepalings of die alternatiewe bepalings van subklousule (1) (a), (b) en (c) na te kom, en moet binne genoemde tydperk sy keuse en die datum daarvan aan sy werknemers bekendmaak deur 'n kennisgewing op 'n opvallende plek in sy bedryfsinrigting te vertoon, 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 waarop kennis aldus gegee is, is die hoofbepalings of die alternatiewe bepalings, na gelang van die geval, op dié bedryfsinrigting van toepassing. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, en die datum van die werkewer se keuse soos hierbo uitengesit, is die hoofbepalings van voormalde subartikels op sodanige werkewer en al sy werknemers van toepassing. Indien die werkewer versuim om binne genoemde tydperk sodanige keuse te doen, bly voormalde hoofbepalings van toepassing.

(3) Vir 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, uitgesonderd 'n wag, is op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag, geregtig op verlof met volle besoldiging en moet dit verleen word: Met dien verstande dat—

(i) 'n werknemer aangesê kan word om op so 'n dag te werk;

(ii) hierdie klousule nie van toepassing is op 'n werknemer wat 'n vyfdaagse week werk, wanneer sodanige vakansiedag op die sesde dag van die week val nie; en

(iii) indien 'n werknemer op 'n werkdag wat so 'n dag onmiddellik voorafgaan, van die werk wegblaai, behalwe in bepaalde opdrag van sy werkewer of indien hy 'n mediese sertifikaat ingedien het ten opsigte van sodanige afwesigheid, die werkewer hom vir daardie dag nie hoeft te betaal nie.

Vir die toepassing van hierdie paragraaf sluit "werkdag" alle Sondae uit, en in die geval van 'n werknemer wat 'n vyfdaagse week werk, ook alle Saterdae.

(2) *Besoldiging vir werk op openbare vakansiedae.*—Indien 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkewer hom vir elke sodanige dag minstens die bedrag betaal wat in subklousule (1) voorgeskryf word, plus, ten opsigte van elke uur of deel van 'n uur wat hy aldus gewerk het, sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

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.

(2) Notwithstanding the provisions of subclause (1) hereof, in the case of the Fruit and Vegetable Canning Workers' Medical Fund (Grabouw, Paarl, Wellington, Worcester and Wolseley 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 subsections (a), (b) and (c) of subclause (1) and shall within the said period notify his election and the date thereof to his employee 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 subsections 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 other than a watchman shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant and Christmas Day; provided that—

(i) an employee may be required to work on any such days;

(ii) 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; and

(iii) whenever an employee absents himself on a workday immediately preceding any such days other than at the specific instructions of his employer or in the event of his having produced a medical certificate covering such absence the employer need not pay in respect of such day.

For the purposes of this paragraph "workday" excludes any Sunday and in the case of an employee who works a five-day week, any Saturday.

(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, Republic 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 subclause (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) Indien 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloofdag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal wat in klosule 4 (1) vir 'n los werknemer voorgeskryf word plus, ten opsigte van elke uur of deel van 'n uur wat hy aldus gewerk het, sodanige loon gedeel deur agt.

(3) *Besoldiging vir werk op Sondae.*—Indien 'n werknemer, uitgesonderd 'n wag, op Sondag werk, met sy werkgever of—

(a) dié werknemer soos volg betaal, naamlik:

(i) Indien hy hoogstens vier uur aldus werk, minstens die gewone loon betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) indien hy meer as vier uur aldus werk, besoldiging teen minstens twee keer sy gewone loon vir die totale tydperk wat hy so 'n Sondag gewerk het, of besoldiging van minstens twee keer die gewone loon betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer besoldig teen minstens een en 'n derde keer die loon in klosule 4 (1) voorgeskryf vir 'n werknemer van sy klas of graad en gebied vir die totale tydperk wat hy op so 'n Sondag gewerk het, en hom binne sewe dae van sodanige Sondag een dag verlof toestaan en hom daarvoor besoldig teen minstens sy gewone loon, asof hy op sodanige dag verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) *Beperking van werk op Sondag.*—'n Werknemer mag 'n werknemer wat regstreekse produksiewerk verrig nie aansê of toelaat om op meer as twee agtereenvolgende Sondae te werk nie.

10. GETALSVERHOUDING

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

11. STUKWERK EN AANSPORINGSBONUSSKEMAS

(1) Behoudens klosule 5 (6) moet 'n werkgever sy werknemer wat vir 'n bepaalde tydperk stukwerk of aansporingsbonuswerk verrig, besoldig teen dié loon waaroor die werkgever en sy werknemers ooreengekom het: Met dien verstande dat die werkgewers sodanige werknemer, ongeag die hoeveelheid werk verrig of die werkproduksie gelewer, minstens die volgende moet betaal; naamlik:

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk gedoen word, die weekloon in klosule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf, plus enige bedrag wat ingevolge klosules 4 (3), 6 (9) en 9 (2) en (3) betaalbaar is;

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die loon in klosule 4 (1) vir 'n los werknemer voorgeskryf, plus enige bedrag wat ingevolge klosules 6 (9) en 9 (2) en (3) betaalbaar is.

(2) 'n Werkgever moet op 'n opvallende plek in sy fabriek 'n staaf van die stukwerkloene en aansporingsbonuslone in subklosule (1) gemeld, vertoon hou, en hy mag daardie lone nie verlaag nie tensy hy sy werknemer minstens twee weke kennis gegee het van die voorgenome wysiging.

12. OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet alle oorpakke en/of beskermende klere wat sy werknemer in opdrag van hom moet dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf, asook waterdigte klere vir wagte, gratis verskaf en in goeie toestand hou, en hy moet die oorpakke en/of beskermende klere op eie koste was en stryk, of laat was en stryk, of hy moet aan sy werknemer, in plaas van dié was- en strykdiens te verskaf, gelyktydig met die betaling van sy besoldiging, 10 cent per week betaal.

(2) Alle uniforms, oorpakke en beskermende klere wat ingevolge hierdie kousule verskaf word, bly die eiendom van die werkgever en mag nie uit die werkgever se bedryfsinrichting verwider word nie, uitgesonderd met die werkgever se magting om dit te laat skoonmaak, was of herstel.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, Republic 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 to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week-day; or

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

(b) pay the employee remuneration at a rate not less than one and one-third times the wage prescribed in clause 4 (1) for an employee of his class or grade and area in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of 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 two 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 IA 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 IA 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 IA employee and one qualified Grade II employee for each two unqualified food boilers, unqualified factory clerks, unqualified Grade I employees, unqualified Grade IA employees or unqualified Grade II employees, respectively, employed by him.

11. PIECE-WORK AND INCENTIVE BONUS SCHEMES

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

(a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class and area 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 piece-work is performed, the wage prescribed in clause 4 (1) for a casual employee plus any amount payable in terms of clauses 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 piece-work and incentive bonus scheme rates referred to in subclause (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. DEGRADERING VAN GRAAD I- EN GRAAD II-WERKNEMERS, ONDERBASE EN TOESIGHOUERS

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

14. VAKVERENIGINGGERIEWE

(1) Elke werkgever moet enige amptenaar of lid van die Food Canning Workers' Union wat behoorlik en skriftelik deur die vakvereniging daar toe gemagtig is, toelaat om—

(a) van tyd tot tyd gedurende die etensuur sy kleekamers binne te gaan (met dien verstande dat geen vergaderings daar gehou word nie), ten einde—

(i) werknemers te spreek in verband met sake van die vakvereniging;

(ii) nuwe lede te werf;

(iii) kennisgewings te versprei om vergaderings van lede van die vakvereniging te belê;

(b) lede se ledelok in te samel so spoedig moontlik nadat hul lone betaal is: Met dien verstande dat hulle nie werknemers steur wat besig is met werk nie.

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

(3) Alle amptenare van die vakvereniging in subklousule (1) gemeld, kan, sonder besoldiging, van die werk wegblip om sake van die vakvereniging te behartig: Met dien verstande dat hy sy werkgever minstens drie dae vooraf daarvan kennis moet gee.

15. VERBOD OP INDIENSNEMING VAN IEMAND ONDER 15 JAAR EN VAN VROUWE VIR SEKERE WERK

(1) 'n Werkgever mag niemand in diens neem wat jonger as 15 jaar is nie.

(2) Daar mag van geen vroulike werknemer vereis word dat sy houers wat meer as die volgende weeg, dra of opstapel nie:

(a) In die geval van vroue van ouer as 18 jaar: 25 lb (11,34 kg);

(b) in die geval van vroue van 16 tot 18 jaar: 20 lb (9,07 kg).

16. DIENSSERTIFIKAAT

'n Werkgever moet by beëindiging van die dienskontrak van enige van sy werknemers, uitgesonderd 'n los werknemer, aan sodanige werknemer 'n dienssertifikaat uitreik wat die werkgever en die werknemer se name voluit, aard van diens, aanvangs- en beëindigingsdatum, van die kontrak, en besoldigingsklaal op die datum van sodanige diensbeëindiging meld.

17. BEEINDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens 24 uur, 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) indien daar 24 uur kennis gegee moet word, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, deur ses in die geval van 'n werknemer wat 'n sesdagse week, en deur vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

(b) indien 'n week kennis gegee moet word, minstens die weekloon wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat die volgende nie daardeur geraak word nie:

(i) Die werkgever of die werknemer se reg om die diens sonder opsegging om 'n regsgeldige rede te beëindig;

(ii) 'n skrifteike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n opseggingstermyn van meer as een week, wat vir albei partye van gelyke duur is.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbeperking van subklousule (1) aangegaan is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die opseggingstermyn soos ooreengekomm.

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

An employer shall not, during the period 15 April to 15 September of each year place any Grade I employee, Grade II employee, chargehand or 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 subclause (1).

(3) Any office bearer of the Union mentioned in subclause (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 15 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 over 18 years; 25 lb (11,34 kg);

(b) in the case of women of 16 years to 18 years; 20 lb (9,07 kg).

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.

17. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall give not less than 24 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 24 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 subclause (1), the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) Die opseggings in subklousule (1) gemeld, tree in werking op dié dag waarop die opseggings gedoen word; Met dien verstande dat dié opseggings nie mag saamval met, of kennis nie gegee mag word gedurende die werknaemers se afwesigheid met jaarlike verlof ingevolge klousule 7, met siekterverlof ingevolge klousule 8 of onderwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan nie.

Geteken te Kaapstad hierdie 26ste dag van Oktober 1971.

G. D. VAN DEN BERG, Voorsitter.

J. F. MARAIS, Sekretaris.

G. S. GLENDINING, Behoorlik Gemagtigde Verteenwoordiger (Werkgewers).

J. MENTOOR, Behoorlik Gemagtigde Verteenwoordiger (Werknemers).

(3) The notice referred to in subclause (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 in pursuance of the Defence Act, 1957.

Signed at Cape Town this 26th day of October 1971.

G. D. VAN DEN BERG, Chairman.

J. F. MARAIS, Secretary.

G. S. GLENDINING, Duly Authorised Representative Employers.

J. MENTOOR, Duly Authorised Representative (Employees).

No. R. 8 7 Januarie 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

VRUGTE- EN GROENTE-INMAAKNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vrugte- en Groente-inmaaknywerheid, gepubliseer by Goewermentskennisgewing R. 7 van 7 Januarie 1972, oor die algemeen vir werknaemers wie se werkure en besoldiging ten opsigte van oortyd, openbare vakansiedae en werk op Sondae en openbare vakansiedae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 8 7 January 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

FRUIT AND VEGETABLE CANNING INDUSTRY

I. Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Fruit and Vegetable Canning Industry, published under Government Notice R. 7 of 7 January 1972, to be, on the whole, not less favourable to the employees 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, Minister of Labour.

INHOUD

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