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UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 291.] [17 Februarie 1961.
WET OP NYWERHEIDSVEROENING, 1956,
SOOS GEWYSIG.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

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

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vrugte- en Groente-inmaaknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1963 eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousule 3 tot en met 12 en 15 tot en met 17 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1963 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Boksburg, Johannesburg, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Tulbagh, Wellington en Worcester; en
- (c) kragtens paragraaf (a) van subartikel (3) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 5 (6) (f), 6 tot en met 12 en 15 tot en met 17 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1963 eindig, in die landdrosdistrikte Boksburg, Johannesburg, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Tulbach, Wellington en Worcester *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 291.] [17 February 1961.
INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

FRUIT AND VEGETABLE CANNING INDUSTRY.

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

- (a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Fruit and Vegetable Canning Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st March, 1963, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions contained clauses 3 to 12 (inclusive) and 15 to 17 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st March, 1963, 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 Municipal Areas of Boksburg, Johannesburg, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Tulbach, Wellington and Worcester; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act declare that in the Municipal Areas of Boksburg, Johannesburg, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Tulbach, Wellington and Worcester and from the second Monday after the date of publication of this notice and for the period ending the 31st March, 1963, the provisions contained in clauses 3 to 5 (6) (f) (inclusive), 6 to 12 (inclusive) and 15 to 17 (inclusive) shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

VERSOENINGSRAADOOREENKOMS VIR DIE VRUGTE- EN GROENTE-INMAAKNYWERHEID.

Ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit is en aangegaan deur—

Die firmas—

Ashton Canning Co.,
Brink Bros., Ltd.
Deepfreezing and Preserving (Pty.), Ltd.,
Eagle Canning Co. (Pty.), Ltd.,
Gants Foods (Pty.), Ltd.,
H. Jones & Co. (South Africa), Ltd.,
Langeberg Ko-operasie, Beperk,
Oakglen Canning Co., (Pty.), Ltd.,
Rhodes Fruit Farms, Ltd., en
Tulbagh Fruit Industry (Pty.), Ltd.,

aan die een kant (hieronder die „werkgewers” genoem) en die Food and Canning Workers' Union
aan die ander kant (hieronder die „werknemers” genoem).

1. GEBIED EN TOEPASSINGSREKTE VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die Vrugte- en Groente-inmaaknywerheid in die volgende gebiede:—

Kaaprovinsie.—Die landdrosdistrikte Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Tulbach, Wellington en Worcester.

Transvaal.—Die landdrosdistrikte Boksburg en Johannesburg;

deur die werkgewers en werknemers vir wie lone in klousule 4 (1) hiervan voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, bepaal word en bly van krag tot 31 Maart 1963.

3. WOORDOMSKEYWING.

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

- „bediener van 'n ammoniakpersinstallasie”, 'n werknemer wat toesig hou oor 'n ammoniakpersinstallasie;
- „ambagsman”, 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordskrywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of wat in besit is van 'n waardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van gemelde Wet, en sluit 'n kuiper in;
- „assistent-fabrieksvoorman”, 'n werknemer, uitgesonderd 'n afdelingsvoorman, opsigter of onderbaas, wat die voorman help by die verrigting van sy werk en wat in sy afwesigheid vir hom kan waarneem;
- „outomatiese blikverpakkingsmasjien”, 'n masjien wat geëtiketteerde blikke in kartondose inpak;
- „outomatiese kartonverseelings- en persmasjien”, 'n masjien wat die klappe van gevulde kartondose gom en pers;
- „bediener van 'n outomatiese bliketiketteermasjien”, 'n werknemer wat in beheer is van 'n outomatiese bliketiketteermasjien, en vir die toepassing van hierdie klousule beteken „in beheer van” die verantwoordelikheid vir die werking van die masjien;
- „bediener van 'n outomatiese dubbelnaatmasjien”, 'n werknemer wat in beheer is van 'n outomatiese dubbelnaatmasjien en vir die toepassing van hierdie woordskrywing, beteken „in beheer van” verantwoordelikheid vir die werking van die masjien;
- „ketelbediener”, 'n werknemer wat die water en die stoomdruk in 'n stoomketel op peil hou en wat die stoomketel kan stook;
- „bediener van kisedendrukmasjien”, 'n werknemer wat 'n kisedendrukmasjien bedien en wie se werk die set en rangskikking van letters en syfers vir die bedruk van houtkiesent insluit;
- „blikkiespakker”, 'n werknemer wat bereide vrugte of groente met die hand sorteer volgens grootte en /of kwaliteit terwyl sulke produkte gewas en in blikkies of bottels verpak word en sluit 'n werknemer in wat vleis en/of worsies in blikkies pak; maar sluit nie 'n werknemer in nie wat vreemde stowwe of beskadigde goed uit vrugte of groente verwyder;

SCHEDULE.

CONCILIATION BOARD AGREEMENT FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY.

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

Messrs:—

Ashton Canning Co.,
Brink Bros., Ltd.
Deepfreezing and Preserving (Pty.), Ltd.,
Eagle Canning Co. (Pty.), Ltd.,
Gants Foods (Pty.), Ltd.,
H. Jones & Co. (South Africa) Ltd.,
Langeberg Ko-operasie, Beperk,
Oakglen Canning Co., (Pty.), Ltd.,
Rhodes Fruit Farms, Ltd., and
Tulbagh Fruit Industry (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.

The terms of this Agreement shall be observed in the Fruit and Vegetable Canning Industry in the following areas:—

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

Transvaal.—The Magisterial Districts of Boksburg and Johannesburg;

by the employers and employees for whom wages are prescribed in Clause 4 (1) hereof.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in operation until the 31st March, 1963.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

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

„eetplekkok”, ’n werknemer, uitgesonderd ’n „sopkoker”, wat in diens is in en verantwoordelik is vir die kook van etes vir ’n eetplek;

„blikkietoets”, ’n werknemer wat leë blikke gedurende die vervaardiging van oopkopblikke met die hand vir lekplekke onder drukking in water toets;

„vaatjie- of vathersteller”, ’n werknemer wat vaatjies of vate hertsel;

„los werknemer”, ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

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

„chemietegnikus”, ’n werknemer wat toetse met rou en/of vervaardigde produkte instel, lei, toesig daaroor hou of uitvoer en wat die gegewens uitwerk wat van sodanige toets verkry is in verband met die bereiding van produkte;

„klerklike werknemer”, ’n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en dit sluit ’n maszynman, kassier, 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 is, aanteken;

„afdelingsvoorman”, ’n werknemer uitgesonderd ’n fabrieksvoorman, assistent-fabrieksvoorman, opsigter of onderbaas, wat of in die vrugtebereidingsafdeling of in die inmaakafdeling van ’n inrigting toesig hou oor opsigters, graad I-, IA-, II-, III- of IV-werknemers en wat oor graad V-werknemers toesig kan hou; met dien verstande dat as daar of in die vrugtebereidingsafdeling, of in die inmaakafdeling ’n voorvrou in diens is, die betrokke afdelingsvoorman ook toesig oor dié voorvrou kan hê;

„versendingsklerk”, ’n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymekaarmaak van dié goedere, die natel van pakkette en die merk en adresseer daarvan;

„voerder van dubbelnaatmasjien”, ’n werknemer wat deksels aan ’n dubbelnaatmasjien voer en wat die masjien kan aansit en tot stilstand bring en wat verstoppings in die rolbaan kan wegruim;

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

„ondervinding”, met betrekking tot ’n voedselkoker, ’n fabrieksklerk, ’n graad I-werknemer, ’n graad IA-werknemer of ’n graad II-werknemer, die totale tydperk of tydperke diens wat dié werknemer onderskeidelik as ’n voedselkoker, ’n fabrieksklerk, ’n graad I-werknemer, ’n graad IA-werknemer of ’n graad II-werknemer in die Nywerheid vir die Inmaak van Vrugte en Groente het;

„fabriek”, ’n inrigting waarin drie of meer persone in diens is vir enigeen van die werksaamhede wat in paragrawe (a), (b) en (c) van die woordskrywing van die Nywerheid vir die Inmaak van Vrugte en Groente genoem word, of ’n perseel waarin minder as drie persone aldus in diens is, indien vir die genoemde werksaamhede meganiese krag vir ander doeleindes as gewone verligtingsdoeleindes gebruik word;

„fabrieksklerk”, ’n werknemer, uitgesonderd ’n klerklike werknemer, wat een of meer van die volgende werksaamhede verrig:—

Etiket uitreik en aantekening daarvan hou;

bestellings bymekaarmaak;

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

goedere afweeg;

aantekening hou van tyd deur werknemers gewerk;

aantekening hou van stukwerkverdiensle;

tyd- en stukwerk ter voorbereiding vir die loonklerk nagaan;

en wat ’n maszynman of versendingsklerk in die algemeen kan help en dit sluit ’n werknemer in wat verantwoordelik is vir die ontvang van goedere en die natel, aanteken en aflaai daarvan;

„fabrieksklerk, gekwalifiseer”, ’n fabrieksklerk met minstens een jaar ondervinding;

„fabrieksklerk, ongekwalifiseer”, ’n fabrieksklerk met minder as een jaar ondervinding;

„drywer van fabrieksvurkhyser”, ’n werknemer, uitgesonderd ’n fabrieksvragwagdrywer of ’n drywer van ’n nywerheids-tekter, wat ’n meganiese vurkhyser dryf wat vir vervoer gebruik word en goedere meganies opstapel binne die fabriekperseel en/of tussen die persele wat die werkgewer gebruik en hoogstens 100 jaars uitmekaar is, en vir die toepassing van hierdie omskrywing sluit „dryf” alle tyd in wat die drywer in beheer is van die voertuig of besig is met werk in verband met die voertuig of vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

„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, forewoman, or supervisor is in charge of a group of grade V employees;

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

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

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

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

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

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

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

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

„factory” means any establishment in which three or more persons are employed in any of the operations referred to in paragraphs (a), (b) and (c) of the 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;

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

Issuing and recording labels;

assembling orders;

recording quantities and/or weight of goods consumed;

weighing goods;

recording the times worked by employees;

recording piecework earnings;

checking of time and piecework in preparation for wage clerk;

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

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

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

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

„fabrieksvragwadywer” ’n werknemer, uitgesonderd ’n drywer van ’n fabrieksvurkhyser of ’n drywer van ’n nywerheids-trekker, wat binne die fabriekspersoneel en/of tussen die fabriekspersoneel wat die werkgewer gebruik en hoogstens 100 jaarits uitmekaar is ’n meganiese vragwa dryf, en vir die toepassing van hierdie woordskrywing sluit „dryf” alle tydperke in waarin gedryf word asook enige tyd wat die drywer in beheer is van die voertuig of besig is met werk in verband met die voertuig of die vrag en alle tydperke wat hy op sy pos moet bly, gereed om te dryf;

„bediener van sneltoemaak- en stroopmasjiene”, ’n werknemer wat ’n sneltoemaak- en stroopmasjiene bedien waarvan die vermoë hoër as 200 blikke per minuut is;

„stoker”, ’n werknemer wat vuur in stoomketels aan die brand hou, met inbegrip van stook, opbreek en hark;

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

„voedselkoker”, gewalifiseer, ’n voedselkoker met minstens drie jaar ondervinding;

„voedselkoker, ongekwalifiseer”, ’n voedselkoker met minder as drie jaar ondervinding;

„fabrieksvorman”, ’n werknemer wat toesig hou oor al die werknemers in ’n fabriek, wat oor dié werknemers beheer uitoefen en wat vir die doeltreffende verrigting van hul werk verantwoordelik is;

„voortvrou”, ’n vroulike werknemer in die landdrosdistrik Port Elizabeth wat onder toesig van ’n fabrieksvorman, of assistent-fabrieksvorman of afdelingsvoorman toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in ’n fabriek en wat oor dié werknemers beheer uitoefen en vir die doeltreffende verrigting van hul werk verantwoordelik is;

„Vrugte- en Groente-inmaaknywerheid”, die nywerheid waarin ’n werkgewer en sy werknemers met mekaar geassosieer is in ’n fabriek waarin entgeen van ondergenoemde produkte geproduseer word:—

- (a) Fynkonfyt, marmelade, jellie konfyt, ingelegde vrugte en/of groentekonsentrate, sappe en moes, sop, tamatiesous en gekookte spaghetti, vleis en/of worsies wat deur middel van hitte teen bederf bewaar word in lugdigte houers uitsluitlik of gedeeltelik van blik of glas gemaak;
- (b) versuikerde en gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte), ontwaterde of vrugte en groente wat soortgelyke behandeling ondergaan het (behalwe son- of oondgedroogde sagte vrugte) in lugdigte houers uitsluitlik of gedeeltelik van blik of glas gemaak of ander soorte houers verpak en op ander metodes as dié hierbo beskryf, gepreserveer;
- (c) blikhouers vervaardig deur ’n werkgewer wat enigeen van bogenoemde produkte produseer;

met inbegrip van alle werksaamhede wat daarby behoort of daaruit voortspruit en wat deur enige sodanige werkgewer of werknemer verrig word;

„vrugteondersoeker”, ’n werknemer wat die kwaliteit van klaarbereide vrugte nagaan, maar dit sluit nie sortering in nie;

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

- (1) Bediener van ammoniakperserinstallasie;
- (2) bediener van outomatiese botteletikettermasjiene;
- (3) bediener van outomatiese bliketikettermasjiene;
- (4) bediener van outomatiese dubbelnaatmasjiene;
- (5) vaatjie- of vathersteller;
- (6) drywer van fabrieksvurkhyser;
- (7) sapuitdrukker;
- (8) laboratoriumassistent;
- (9) bediener van blikvernismasjiene;
- (10) opsigter van loogindoping;
- (11) stroopmaker;
- (12) bediener van vakuumpkookinstallasie en/of bediener van verdamer;

„graad I-werknemer, gekwalifiseer”, ’n graad I-werknemer met minstens ses maande ondervinding;

„graad I-werknemer, ongekwalifiseer”, ’n graad I-werknemer met minder as ses maande ondervinding;

„graad IA-werknemer”, ’n werknemer wat een of meer van ondergenoemde werksaamhede verrig: Een of meer van die volgende kragmasjiene in verband met die vervaardiging van blikkies bedien en/of toesig daaroor hou:—

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

„graad IA-werknemer, gekwalifiseer”, ’n graad IA-werknemer met minstens nege maande ondervinding;

„graad IA-werknemer, ongekwalifiseer”, ’n graad IA-werknemer met minder as nege maande ondervinding;

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

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

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

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

„food boiler, qualified,” means a food boiler who has had not less than three years’ experience;

„food boiler, unqualified,” means a food boiler who has had less than three years’ experience;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Eetplekkok;
- (2) bediener van dubbelnaatmasjiën;
- (3) fabrieksvragwagdrywer;
- (4) hamertoetser;
- (5) met die hand etiketteer;
- (6) drywer van nywerheidstrekker;
- (7) Kelly-bestanddeeltodientoestel;
- (8) bediener van loogindoopmasjiën en -installasie;
- (9) platkissies of kissies van ongesaagde materiaal maak;
- (10) afmeter;
- (11) opsigter van perskepituithaalmasjiën;
- (12) opsigter van ’n masjiën wat pere skil en die binneste uithaal;
- (13) bediener van retortdrukkokers;
- (14) een of meer van die volgende kragmasjiëne bedien en/of toesig daaroor hou—
 - (a) outomatiese bottels vul en/of toekurk;
 - (b) outomatiese bottelwasser en/of steriliseerder;
 - (c) kartonhouers outomaties verseël en saampers (packomatic);
 - (d) outomatiese klinkmasjiën;
 - (e) outomatiese dubbelnaatmasjiën (by die maak van blikkies);
 - (f) outomatiese flensmasjiën;
 - (g) outomatiese buigmasjiën;
 - (h) outomatiese blikrolmasjiën;
 - (i) kisente bedruk;
 - (j) kissies toespyker;
 - (k) sentrifuge;
 - (l) sitrusvrugte outomaties in kwarte of halwes sny;
 - (m) mielies, afsny, meng, afbaard, was en afblaar;
 - (n) konfyteleuator, met konfynt vul, of konfynt afkoel;
 - (o) waatlemoen in blokkies sny;
 - (p) met ertjies vul en pekel;
 - (q) pynappels sny, afskil en die binneste uithaal;
 - (r) pynappels in skywe sny;
 - (s) moes berei en/of opbreek;
 - (t) nie-outomatiese dubbelnaatmasjiën;
 - (u) nie-outomatiese kragpers;
 - (v) nie-outomatiese oopsnymasjiën;
 - (w) groente sny, in skyfies of blokkies sny;
 - (x) 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 een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) Knipper;
- (2) ingenieurs- en elektrotegniese assistent;
- (3) stoker;
- (4) bottels met die hand etiketteer;
- (5) bediener van passasiershyser;
- (7) bediener van retortdrukkoker;
- (8) met die hand soldeer;
- (9) sjabloonsnyer;
- (10) bediening en/of versorging van een of meer van die volgende kragmasjiëne:—
 - (a) Outomatiese blikkiesstroopvulmasjiën;
 - (b) outomatiese kartonhouerverseëling en saampersing;
 - (c) blikkies vernis;
 - (d) kap en versnipper;
 - (e) afvoerpot;
 - (f) waatlemoen skil en in repies sny;
 - (g) maal;
 - (h) meng en/of klop;
 - (i) perskepituithaalmasjiën;
 - (j) masjiën wat pere skil en die binneste uithaal;
 - (k) voorverhitting;
 - (l) pomp;
 - (m) sif;
 - (n) vaskram;
 - (o) groente skil;

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

- (1) Bediener van outomatiese blikverpakkingsmasjiën;
- (2) kiste en/of ander houers vasbind en/of bande omsit met behulp van ’n draadklemmasjiën;
- (3) sitruskil met die hand skoonmaak vir die vervaardiging van gesnipperde en/of versuikerde skil;
- (4) deksels nasien en klein voeringmasjiëne by die maak van blikkies voer;

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

- (1) Canteen cook;
- (2) double seamer feeder;
- (3) factory truck driver;
- (4) hammer tester;
- (5) hand labeller;
- (6) industrial tractor driver;
- (7) kelly plant ingredient dispenser;
- (8) lye scalding machine and plant operator;
- (9) making trays or boxes from uncut material;
- (10) measurer;
- (11) peach pitting machine supervisor;
- (12) pear peeling and coring machine supervisor;
- (13) retort pressure cooker attendant;
- (14) 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 (packomatic);
 - (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) jam elevator, jam filling or jam cooling;
 - (o) melon dicing;
 - (p) pea filling and brining;
 - (q) pineapple cutting, peeling and coring;
 - (r) pineapple slicing;
 - (s) pulping and/or disintegrating;
 - (t) non-automatic double seaming;
 - (u) non-automatic power-press;
 - (v) non-automatic slitter;
 - (w) vegetable cutting, slicing or dicing;
 - (x) winnowing 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) Clipper;
- (2) engineering and electrical assistant;
- (3) fireman;
- (4) hand bottle labeller;
- (5) passenger lifts attendant;
- (7) retort pressure cooker attendant;
- (8) soldering by hand;
- (9) stencil cutter;
- (10) operating and/or attending one or more of the following power-driven machines:—
 - (a) Automatic can-syruping;
 - (b) automatic carton sealing and compressing;
 - (c) can lacquering;
 - (d) chipping and shredding;
 - (e) exhaust-box;
 - (f) melon peeling and stripping;
 - (g) mincing;
 - (h) mixing and/or beating;
 - (i) peach pitting machine;
 - (j) pear peeling and coring machine;
 - (k) pre-beating;
 - (l) pumping;
 - (m) sieving;
 - (n) stapling;
 - (o) 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) binder and/or strapper of boxes and/or other containers using a wire-tying machine;
- (3) cleaning citrus peel by hand for making cut and/or candied peel;
- (4) checking lids and feeding small lining machines in can making;

- (5) bottels of flesse met die hand of met handmasjien kroon, toekurk of enige ander soort prop of afsluiter daarop sit;
- (6) etikette van volle grootte met die hand heg aan blikke met 'n inhoud van A.10 of meer;
- (7) goederhyserbediende;
- (8) voerings, skywe of ringe met die hand in deksels insit;
- (9) bode;
- (10) bediener van enige masjien wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;
- (11) rantsoenkoker;
- (12) warm blikke van vervoerband vir retort afhaal;
- (13) sopkoker;
- (14) oorpakke (met die hand) was, stryk en/of heelmaak;
- (15) weeg op 'n skaal met 'n ronde wyserplaat;

„graad V-werknemer”, 'n werknemer wat een of meer van die volgende pligte vervul of werksaamhede verrig:—

- (1) Help op bestelwaens, uitgesonderd die dryf of herstel daarvan;
- (2) kiste of ander houers vasbind of bande omslaan, maar nie met 'n draadklemmasjien nie;
- (3) persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (4) neute of pitte kraak;
- (5) artikels, uitgesonderd briewe, te voet of met 'n fiets, driewieler of handvoertuig aflewer;
- (6) gesnyde of ongesnyde groente en/of vrugte in water indoop;
- (7) houers leegmaak, maar nie konfytpanne nie;
- (8) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerders of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjien voer nie;
- (9) blikkies, vaatjies, sakke of ander houers met die hand vul, maar dit sluit nie blikkiesverpakking in nie;
- (10) kleefetikette met die hand aan blikkies heg;
- (11) houers op papier vou;
- (12) met die hand fynmaak, maal of tot moes maak;
- (13) uitskep;
- (14) goedere laai, of aflaai, optel, dra, verplaas of stapel;
- (15) bondels plankies losmaak, bakke, kratte of kiste met die hand inmeekaarsit en -spyker uit plankies of voorbereide materiaal;
- (16) vuurmaak, vure aan die brand hou of uittrek, maar nie in stoomketels nie, of die verwydering van afval en as;
- (17) tee of dergelike drank maak;
- (18) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (19) onder toesig van 'n fabrieksvorman, assistent-fabrieksvorman, afdelingsvoorman, ambagsman, opsigter of masjienbediener, krane of kleppe oopmaak of toemaak;
- (20) deure, vensters, boligte, kiste, sakke, bale, dromme of ander pakkette oopmaak, verseël of toemaak;
- (21) 'n handhyser bedien;
- (22) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (23) bereide, rou gebleikte of verhitte vrugte of groente in houers of bottels verpak, maar nie blikkiesverpakking nie;
- (24) 'n handvoertuig of -trok stoot of trek;
- (25) sitrusvrugte uitdruk;
- (26) met die hand pitte uit vrugte verwyder;
- (27) platkissies, kratte of kiste met die hand met voorbereide materiaal herstel;
- (28) rubberstempels gebruik;
- (29) ertjies, boontjies of ander groente met die hand uitdop;
- (30) met die hand sif;
- (31) leë potte, bottels, blikkies of ander houers sorteer; leë sakke sorteer, tel of bondel;
- (32) stukke sitruskil uitsorteer nadat dit gesnipper is;
- (33) vrugte en/of groente op die vervoerband of vervoerder spreid;
- (34) kiste, sakke, karton of ander houers sjabloneer of merk (maar nie met die hand adresseer nie), of kiste, kartonhouers, dromme of ander pakkette van klaar geadresseerde etikette voorsien;
- (35) met die hand roer, maar nie konfyt roer nie;
- (36) gebuigde flense of blikkies reg buig;

- (5) crowning, corking or placing any other stopper or closer in or on bottles or jars by hand or hand-operated machines;
- (6) fixing full-size labels by hand to tins of a capacity of A.10 or more;
- (7) goods lift attendant;
- (8) inserting liners, discs or rings into lids by hand;
- (9) messenger;
- (10) operator of any-driven machine not elsewhere specified in this Agreement;
- (11) ration cooker;
- (12) removing hot tins from runway for retorting;
- (13) soup cooker;
- (14) washing (by hand) ironing and/or mending overalls;
- (15) weighing with circular dial 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) cleaning and/or washing premises, vehicles, tools; furniture, utensils, implements, machinery, filter presses or other articles;
- (4) cracking nuts or kernels;
- (5) delivering articles other than letters, on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (6) dipping fruit and/or vegetables, cut or uncut into water;
- (7) emptying containers, other than jam pans;
- (8) feeding and taking off fruit, vegetables, boxes, cans or other material on to or from belts or machines other than feeding lids into a double seaming machine;
- (9) filling tins, casks, bags or other containers by hand but does not include can packing;
- (10) fixing sticker labels by hand to tins;
- (11) folding containers or paper;
- (12) grinding, milling or pulping by hand;
- (13) lading;
- (14) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (15) loosening shooks, assembling and nailing trays, crates or boxes from shooks or ready prepared material by hand;
- (16) making, maintaining or drawing fires, other than in steamboilers, or removing refuse or ashes;
- (17) making tea or similar beverages;
- (18) oiling and greasing vehicles other than motor vehicles;
- (19) opening or closing cocks and valves under supervision of a factory foreman, assistant factory foreman, departmental foreman, artisan, supervisor or machine operator;
- (20) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (21) operating a hand hoist;
- (22) packing articles of a uniform size and number into containers specially made to contain such articles;
- (23) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles, other than can packing;
- (24) pushing or pulling any manually-propelled vehicle or truck;
- (25) reaming citrus fruit;
- (26) removing stones or pips from fruit by hand;
- (27) repairing trays, crates, or boxes by hand from ready-cut material;
- (28) rubber stamping;
- (29) shelling peas, beans or other vegetables by hand;
- (30) sieving by hand;
- (31) sorting empty jars, bottles, tins or other containers, sorting, counting or bundling empty sacks or bags;
- (32) sorting out chunks of citrus peel after shredding;
- (33) spreading fruit and/or vegetables on a belt or conveyor;
- (34) stencilling or 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) paaie of paadjies vee, grasperke en blombeddings natmaak;
- (38) veselrifelbord of soortgelyke houters met die hand uitpak of oopmaak, klaargemaakte houters fatsoeneer;
- (39) bottels, blikkies, skottels of ander houters met die hand was;
- (40) vrugte en/of groente was, sorteer, skil, afwerk, in skyfies sny, uithol, wegsny, boor of opsny met die hand of met 'n handmasjien;
- (41) op 'n gestelde skaal afweeg;
- „hamertoetser”, 'n werknemer wat met die hand of 'n hamer of 'n soortgelyke instrument ingemaakte goedere toets of dit in 'n goeie toestand verkeer;
- „etiketteerder van bottels met die hand”, 'n werknemer wat etikette van volle grootte aan bottels heg, maar dit sluit nie 'n werknemer in wat slegs etikette regsit om met 'n masjien geëtiketteer te word of wat slegs beskadigde etikette vervang nie;
- „handetiketteerder”, 'n werknemer wat etikette van volle grootte aan blikkies heg wat kleiner as A.10-blikkies is, maar dit sluit nie 'n werknemer in wat slegs etikette regsit om met 'n masjien geëtiketteer te word of wat slegs beskadigde etikette vervang nie;
- „drywer van nywerheidstrekkers”, 'n werknemer wat 'n nywerheidstrekker dryf wat een of meer sleepwaens trek en vir die toepassing van hierdie woordomsywing sluit „dryf” alle tydperke in waar tydens daar gedryf is en enige tyd wat die drywer in beheer was van 'n voertuig of die vrag en alle tydperke wat hy op sy pos moet bly, gereed om te dryf;
- „sapuitdrukker”, 'n werknemer wat filtersakke met behandelde vrugte en water vul en hulle in die sapuitdrukmasjiene plaas;
- „Kelly-bestanddeeltostelbediener”, 'n werknemer wat in verband met 'n Kelly-toestel stroop, moes en/of sap op 'n vasgestelde skaal meet en wat ook die drukontsnapping beheer deur middel van saamgeperste lug of stoom na konitypanne van een of meer van sodanige bestanddele;
- „laboratoriumassistent”, 'n werknemer wat onder die toesig van 'n chemikus of 'n chemieteknikus monsters berei en wat eerste en roetineoetse kan uitvoer en van die resultate daarvan aantekening kan hou;
- „bediener van was- en strykmasjiens”, 'n werknemer wat 'n kragwas- en -strykmasjien, -was- en/of -droogmasjien bedien en wat ook verantwoordelik kan wees vir die ontvangs en/of nagaan van oorpakke wat gewas en gestryk moet word;
- „opsigter van loogindoping”, 'n werknemer wat in beheer is van een of meer meganiese loogindopers en wat met die uitvoering van sy pligte die masjiens aan- en afskakel;
- „masjien- of installasiebediener en/of -versorger”, 'n werknemer wat 'n kragmasjien bedien, versorg, aansit of afsit en wat daaraan verstellings kan uitvoer en/of dié masjiens voer of daarvan afneem; en die uitdrukking „'n masjien bedien of versorg” het 'n ooreenstemmende betekenis;
- „masjiennutsman”, 'n werknemer, uitgesonderd 'n ambagsman wat klein herstellings en verstellings aan masjinerie, installasie, geboue of ander uitrusting uitvoer;
- „afmeter”, 'n werknemer wat verantwoordelik is vir en die werk verrig van afweeg, behalwe op 'n gestelde skaal, van hoeveelhede vrugte of ander bestanddele vir vervaardiging;
- „bode”, 'n werknemer wat briewe of boodskappe aflewer, state vou en dit in koeverte steek, koeverte verseël, rubberstempels gebruik, korrespondensie en pakkies pos of pos bymekaarmaak;
- „militêre opleiding”, die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;
- „motorvoertuigdrywer”, 'n werknemer, uitgesonderd 'n drywer van 'n nywerheidstrekker, 'n fabrieksvragwagdrywer of 'n drywer van 'n fabrieksvurkhyser wat 'n motorvoertuig dryf, 'n passasiersbus ingesluit, en vir die toepassing van hierdie woordomsywing omvat „'n motorvoertuig dryf” alle tydperke waarin gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;
- „voeder van perskepituihaalmasjiens”, 'n werknemer wat 'n perskepituihaalmasjien voer met onvoorbereide vrugte, maar van wie dit nie vereis word om die masjiens aan of af te skakel nie en wat nie verantwoordelik is vir die werking van die masjiens nie;
- „bediener van 'n perskepituihaalmasjien”, 'n werknemer wat 'n perskepituihaalmasjien bedien, versorg, aansit of afsit en wat klein verstellings daaraan mag maak en of sodanige masjiens voer en daarvan afneem;
- „opsigter van 'n perskepituihaalmasjien”, 'n werknemer wat verantwoordelik is vir 'n groep perskepituihaalmasjiene en hulle aansit of afsit en wat verstellings daaraan mag maak;

- (37) sweeping roads or paths, watering lawns and flowerbeds;
- (38) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;
- (39) washing bottles, tins, dishes or other containers by hand;
- (40) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetable by hand or hand-operated machine;
- (41) weighing to a set scale.
- “hammer tester” means an employee who by hand or by means of a hammer or other like instrument, tests canned goods for soundness;
- “hand bottle labeller” means an employee engaged in affixing 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 A 10 cans, but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;
- “industrial tractor driver” an employee who drives an industrial tractor towing one or more trailers, and for the purposes of this definition, driving includes all periods of driving and any time spent by the driver while in charge of the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- “juice extractor” means an employee responsible for filling filter bags with processed fruit and water and placing them into juice extracting machines;
- “kelly plant ingredient dispenser” means an employee who in connection with a kelly plant measures syrup, pulp and/or juice to a set scale and who operates also the pressure discharge by means of 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 scalding supervisor” means an employee who is in charge of one or more mechanically driven lye scalders and who in exercising his duties stops and starts the machine;
- “machine or plant operator and/or attendant” means an employee who operates, attends, starts and stops a 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;
- “military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- “motor vehicle driver” means an employee other than an industrial tractor driver, a factory truck driver or a factory fork lift truck driver, engaged in driving a motor vehicle, which includes a passenger bus, and for the purposes of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- “peach pitting machine feeder” means an employee engaged in feeding a peach pitting 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 machine operator” means an employee who operates, attends, starts and stops a peach pitting machine and who may make minor adjustments thereto and/or feed or take off from such machine;
- “peach pitting machine supervisor” means an employer who is responsible for the operation of a battery of peach pitting machines, who stops and starts such machines and who may make adjustments thereto;

„voerder van 'n masjien wat pere skil en die binneste uithaal”, 'n werknemer wat 'n masjien, wat pere skil en die binneste uithaal met onvoorbereide vrugte voer maar van wie dit nie vereis word om die masjien aan of af te sit nie en wat nie verantwoordelik is vir die werking van die masjien nie;

„bediener van 'n masjien wat pere skil en die binneste uithaal”, 'n werknemer wat 'n masjien wat pere skil en die binneste uithaal bedien, versorg aansit of afsit en wat klein verstellings daaraan mag maak en of sodanige masjien voer of daarvan afneem;

„opsigter van 'n masjien wat pere skil en die binneste uithaal”, 'n werknemer wat verantwoordelik is vir die werking van 'n groep masjiene wat pere skil en die binneste uithaal, wat sodanige masjiene aansit en afsit en verstellings daaraan mag maak;

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

„bediener van 'n masjien wat pynappels sny, skil en die binneste uithaal”, 'n werknemer wat 'n masjien wat pynappels sny, skil en die binneste uithaal, bekend as 'n „Ginaca”, bedien. ('n Werknemer wat die masjien slegs voer en dit nie aansit of afsit nie, is nie by hierdie omskrywing ingesluit nie);

„bediener van 'n masjien wat pynappels in skywe sny”, 'n werknemer wat 'n masjien bedien wat pynappels in ringe sny. ('n Werknemer wat slegs die snymasjiene voer en wat dit nie aansit of afsit nie, is nie by hierdie omskrywing ingesluit nie);

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

„versorger van retortdrukkoker”, 'n werknemer wat in beheer is van minder as ses retorte en wat verantwoordelik is vir die druk, temperatuur, kook en afkoeltyd van die produk wat verwerk word;

„opsigter van '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 word;

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

„sopkoker”, 'n werknemer wat verantwoordelik is vir en in diens is by die kook van sop vir eetplekdoeleindes;

„roerder en/of panleëmaker”, 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt uitgiet in houers, maar nie uitskep nie;

„magasynman”, 'n klerklike werknemer in algemene beheer oor voorraad of afgewerkte produkte en wat verantwoordelik is vir die ontvang, bêre, verpak of uitpak van goedere in 'n stoor of pakhuis en/of die aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings van 'n fabriek of vir versending;

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

„opsigter”, 'n werknemer, uitgesonderd 'n fabrieksvoorman, afdelingsvoorman, assistent-fabrieksvoorman of -voorgewoon, wat toesig het 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 vakuümkoekinstallasie”, 'n werknemer wat 'n vakuümkoekinstallasie bedien en wat verantwoordelik is vir die gekonsentreerde vloeistowwe wat deur die installasie geproduseer word;

„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 aansit en afsit en klein verstellings daaraan kan aanbring;

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

„wag”, 'n werknemer wat persele en/of eiendom bewaak;

„welsynbeampte”, 'n werknemer in besit van 'n geldige bekwaamheidsertifikaat vir noodhulp deur enigen van die volgende organisasies uitgereik:

- (a) Die Rooikruisvereniging van Suid-Afrika;
- (b) St. John Ambulance Association;
- (c) Noodhulpiga van Suid-Afrika;

en wat in beheer van 'n noodhulpkamer is.

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

4. BESOLDIGING.

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

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

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

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

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

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

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

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

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

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

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

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

„stirrer and/or pan emptier” means an employee engaged in stirring jams during cooking and/or emptying pans of cooked jams into receptacles, other than by 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, assistant factory foreman or forewoman, who supervises a group or section of grade I, grade IA, grade II, grade III or grade IV employees or chargehands or factory clerks and who may supervise grade V employees;

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

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

„wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clauses 6 (1) and 6 (2), or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

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

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

- (a) Red Cross Society of South Africa;
- (b) St. John Ambulance Association;
- (c) Noodhulpiga van Suid-Afrika;

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

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

4. REMUNERATION.

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

	In die Landdros- distrikte Boksburg en Johannesburg.				In die Landdros- distrik Port Elizabeth.				In die Landdros- distrikte Wellington, Somerset-Wes en Paarl, uitgesonderd die gebied binne 'n straal van 3 myl vanaf die poskantoor, Groot Drakenstein.				In die Landdros- distrik Worcester.				In die gebied binne 'n straal van 3 myl vanaf die poskantoor, Groot Drakenstein, in die Landdrosdistrik Paarl.				In die Landdros- distrikte Tulbagh en Montagu.				In die Landdros- distrik Mosselbaai.							
	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R
Ketelbediener.....	2	16	6	5.65	3	0	6	6.05	2	14	6	5.45	2	14	6	5.45	2	10	3	5.025	2	8	3	4.825	2	7	0	4.70				
Blikkiespakker.....	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	1	19	3	3.925	1	18	0	3.80	1	15	3	3.525				
Blikkietotser.....	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	2	9	4.275	2	2	3	4.225	2	1	0	4.10				
Onderbaas.....	2	11	3	5.125	2	14	6	5.45	2	10	6	5.05	2	10	6	5.05	2	2	6	4.25	2	0	3	4.025	2	0	3	4.025				
Drywer van 'n motorvoertuig waarvan die onbe- laste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur so 'n voertuig getrek word—																																
(i) hoogstens 6,000 lb. is.....	5	12	6	11.25	5	0	0	10.00	4	4	6	8.45	4	4	6	8.45	4	4	6	8.45	3	16	6	7.65	3	13	0	7.30				
(ii) meer as 6,000 lb. is maar hoogstens 10,000 lb.....	6	15	0	13.50	5	15	0	11.50	4	10	0	9.00	4	10	0	9.00	4	10	0	9.00	4	10	0	9.00	4	10	0	9.00				
(iii) meer as 10,000 lb.....	8	10	0	17.00	8	0	0	16.00	6	15	0	13.50	6	15	0	13.50	6	15	0	13.50	6	15	0	13.50	6	15	0	13.50				
Fabrieksklerk, gekwalifiseer.....	3	3	6	6.35	3	3	6	6.35	3	3	6	6.35	3	3	6	6.35	2	18	6	5.85	2	18	6	5.85	2	15	9	5.575				
Fabrieksklerk, ongekwalifiseer:—																																
Gedurende eerste ses maande ondervinding..	2	10	3	5.025	2	10	3	5.025	2	10	3	5.025	2	10	3	5.025	2	2	3	4.225	2	2	3	4.225	2	2	3	4.225				
Gedurende tweede ses maande ondervinding..	2	18	3	5.825	2	18	3	5.825	2	18	3	5.825	2	18	3	5.825	2	13	3	5.325	2	13	3	5.325	2	10	6	5.05				
Bediener van 'n sneltoemaak- en stroopmasjien..	3	16	0	7.60	3	16	3	7.625	3	16	0	7.60	3	11	3	7.125	3	9	0	6.90	3	6	3	6.625	3	1	0	6.10				
Voedselkoker, gekwalifiseer.....	6	9	0	12.90	6	9	0	12.90	6	9	0	12.90	6	9	0	12.90	5	4	6	10.45	4	14	3	9.425	4	10	3	9.025				
Voedselkoker, ongekwalifiseer:—																																
Gedurende eerste ses maande ondervinding..	2	10	0	5.00	2	10	0	5.00	2	10	0	5.00	2	10	0	5.00	2	2	0	4.20	2	2	0	4.20	2	1	9	4.175				
Gedurende tweede ses maande ondervinding..	3	1	6	6.15	3	1	6	6.15	3	1	6	6.15	3	1	6	6.15	2	12	9	5.275	2	11	0	5.10	2	10	3	5.025				
Gedurende derde ses maande ondervinding..	3	15	0	7.50	3	15	0	7.50	3	15	0	7.50	3	15	0	7.50	3	4	0	6.40	3	0	3	6.025	2	19	0	5.90				
Gedurende vierde ses maande ondervinding..	4	10	3	9.025	4	10	3	9.025	4	10	3	9.025	4	10	3	9.025	3	14	3	7.425	3	9	9	6.975	3	7	3	6.725				
Gedurende vyfde ses maande ondervinding..	5	0	3	10.025	5	0	3	10.025	5	0	3	10.025	5	0	3	10.025	4	4	0	8.40	3	18	0	7.80	3	14	3	7.425				
Gedurende sesde ses maande ondervinding..	5	12	0	11.20	5	12	0	11.20	5	12	0	11.20	5	12	0	11.20	4	14	3	5.425	4	9	9	8.975	4	1	3	8.125				
Vrugteondersoeker.....	2	2	9	4.275	2	2	9	4.275	2	2	9	4.275	2	1	3	4.125	1	19	9	3.975	1	17	3	3.725	1	12	6	3.25				
Voorvrou.....	—	—	—	—	5	0	3	10.025	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Graad I, gekwalifiseer.....	3	14	9	7.475	3	15	0	7.50	3	14	9	7.475	3	10	0	7.00	3	7	9	6.775	3	5	0	6.50	2	19	9	5.975				
Graad I, ongekwalifiseer:—																																
Gedurende eerste drie maande ondervinding..	2	19	6	5.95	2	19	6	5.95	2	19	6	5.95	2	17	9	5.775	2	12	6	5.25	2	11	6	5.15	2	9	0	4.90				
Gedurende tweede drie maande ondervinding..	3	7	6	6.75	3	7	6	6.75	3	7	6	6.75	3	4	9	6.475	3	0	0	6.00	2	18	9	5.875	2	14	6	5.45				
Graad IA-werknemer, gekwalifiseer.....	3	10	3	7.025	3	10	3	7.025	3	10	3	7.025	3	5	3	6.525	3	2	9	6.275	3	0	0	6.00	2	15	0	5.50				
Graad IA-werknemer, ongekwalifiseer:—																																
Gedurende eerste drie maande ondervinding..	2	8	6	4.85	2	8	6	4.85	2	8	6	4.85	2	8	6	4.85	2	0	3	4.025	2	0	3	4.025	1	18	6	3.85				
Gedurende tweede drie maande ondervinding..	2	15	0	5.50	2	15	0	5.50	2	15	0	5.50	2	14	3	5.425	2	8	9	4.875	2	7	9	4.775	2	3	3	4.325				
Gedurende derde drie maande ondervinding..	3	1	6	6.15	3	1	6	6.15	3	1	6	6.15	2	19	3	5.925	2	15	0	5.50	2	13	3	5.325	2	9	9	4.975				
Graad II-werknemer, gekwalifiseer.....	3	4	6	6.45	3	4	6	6.45	3	4	6	6.45	3	4	6	6.45	2	19	6	5.95	2	16	9	5.675	2	15	3	5.525				

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

	In die Landdros- distrikte Boksburg en Johannesburg.		In die Landdros- distrik Port Elizabeth.		In die Landdros- distrikte Wellington, Somerset-Wes en Paarl, uitgesonderd die gebied binne 'n straal van 3 myl vanaf die poskantoor, Groot Drakenstein.		In die Landdros- distrik Worcester.		In die gebied binne 'n straal van 3 myl vanaf die poskantoor, Groot Drakenstein, in die Landdrosdistrik Paarl.		In die Landdros- distrikte Tulbagh en Montagu.		In die Landdros- distrik Mosselbaai.			
	£	s. d.	R	£	s. d.	R	£	s. d.	R	£	s. d.	R	£	s. d.	R	
Graad II-werknemer, ongekwalifiseer:—																
Gedurende eerste drie maande ondervinding	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	2	9	4.275
Gedurende tweede drie maande ondervinding	2	16	3	5.625	2	16	3	5.625	2	16	3	5.625	2	11	3	5.125
Graad III-werknemer.....	2	14	0	5.40	2	14	6	5.45	2	14	0	5.40	2	11	9	5.175
Graad IV-werknemer, manlik.....	2	8	6	4.85	2	9	0	4.90	2	8	6	4.85	2	3	6	4.35
Graad IV-werknemer, vroulik.....	1	19	3	3.925	1	19	3	3.925	1	19	3	3.925	1	16	9	3.675
Graad V-werknemer, manlik, 18 jaar of ouer....	2	2	9	4.275	2	2	9	4.275	2	2	9	4.275	1	19	9	3.975
Graad V-werknemer, manlik, onder 18 jaar....	1	16	9	3.675	1	16	9	3.675	1	16	3	3.625	1	10	9	3.075
Graad V-werknemer, vroulik, 18 jaar of ouer....	1	18	3	3.825	1	18	3	3.825	1	18	3	3.825	1	17	6	3.75
Graad V-werknemer, vroulik, onder 18 jaar....	1	10	3	3.025	1	10	3	3.025	1	10	3	3.025	1	12	6	3.25
Konfytroerder.....	2	8	6	4.85	2	8	6	4.85	2	8	6	4.85	1	10	0	3.00
Bediener van was- en strykmasjiene.....	2	9	6	4.95	2	9	6	4.95	2	7	9	4.775	2	4	6	4.45
Masjiennutsman.....	6	0	3	12.025	6	0	3	12.025	6	0	3	12.025	2	4	3	4.425
Werknemer wat masjiene voer wat perske- pitte uithaal. } manlik.	2	8	6	4.85	2	9	0	4.90	2	8	6	4.85	2	3	6	4.35
Werknemer wat masjiene voer wat peer- binnestes uithaal en pere skil } vroulik.	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	1	19	3	3.925
Versorger van beskermende klere.....	2	9	6	4.95	2	9	6	4.95	2	7	9	4.775	2	4	3	4.425
Opsigter van retortdrukkoker.....	4	4	6	8.45	4	4	6	8.45	4	0	0	8.00	3	17	6	7.75
Opsigter, manlik.....	3	15	0	7.50	3	16	3	7.625	3	15	0	7.50	3	6	3	6.625
Opsigter, vroulik.....	2	13	6	5.35	2	15	0	5.50	2	13	6	5.35	2	10	0	5.00
Wag.....	3	0	3	6.025	3	3	0	6.30	2	15	9	5.575	2	11	9	5.175
Welsynbeampde.....	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00
Los werknemer.....	*		*		*		*		*		*		*		*	

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

	In the Magisterial District of Boksburg and Johannesburg.				In the Magisterial District of Port Elizabeth.				In the Magisterial Districts of Wellington, Somerset West and Paarl other than the Area within a 3 Mile Radius of the Post Office Groot Drakenstein.				In the Magisterial District of Worcester.				In the Area within a 3 Mile Radius of the Post Office, Groot Drakenstein in the Magisterial District of Paarl.				In the Magisterial Districts of Tulbagh and Montagu.				In the Magisterial District of Mossel Bay.			
	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R	£	s.	d.	R
Boiler Attendant.....	2	16	6	5.65	3	0	6	6.05	2	14	6	5.45	2	14	6	5.45	2	10	3	5.025	2	8	3	4.825	2	7	0	4.70
Can Packer.....	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	1	19	3	3.925	1	18	0	3.80	1	15	3	3.525
Can Tester.....	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	2	9	4.275	2	2	3	4.225	2	1	0	4.10
Charge hand.....	2	11	3	5.125	2	14	6	5.45	2	10	6	5.05	2	10	6	5.05	2	2	6	4.25	2	0	3	4.025	2	0	3	4.025
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailers drawn by such vehicle—																												
(i) does not exceed 6,000 lbs.....	5	12	6	11.25	5	0	0	10.00	4	4	6	8.45	4	4	6	8.45	4	4	6	8.45	3	16	6	7.65	3	13	0	7.30
(ii) exceeds 6,000 lbs. but not 10,000 lbs...	6	15	0	13.50	5	15	0	11.50	4	10	0	9.00	4	10	0	9.00	4	10	0	9.00	4	10	0	9.00	4	10	0	9.00
(iii) exceeds 10,000 lbs.....	8	10	0	17.00	8	0	0	16.00	6	15	0	13.50	6	15	0	13.50	6	15	0	13.50	6	15	0	13.50	6	15	0	13.50
Factory clerk, qualified.....	3	3	6	6.35	3	3	6	6.35	3	3	6	6.35	3	3	6	6.35	2	18	6	5.85	2	18	6	5.85	2	15	9	5.575
Factory clerk, unqualified:—																												
During first six months' experience.....	2	10	3	5.025	2	10	3	5.025	2	10	3	5.025	2	10	3	5.025	2	2	3	4.225	2	2	3	4.225	2	2	3	4.225
During second six months' experience.....	2	18	3	5.825	2	18	3	5.825	2	18	3	5.825	2	18	3	5.825	2	13	3	5.325	2	13	3	5.325	2	10	6	5.05
Fast closing and syringing machine operator....	3	16	0	7.60	3	16	3	7.625	3	16	0	7.60	3	11	3	7.125	3	9	0	6.90	3	6	3	6.625	3	1	0	6.10
Food boiler, qualified.....	6	9	0	12.90	6	9	0	12.90	6	9	0	12.90	6	9	0	12.90	5	4	6	10.45	4	14	3	9.425	4	10	3	9.025
Food boiler, unqualified:—																												
During first six months' experience.....	2	10	0	5.00	2	10	0	5.00	2	10	0	5.00	2	10	0	5.00	2	2	0	4.20	2	2	0	4.20	2	1	9	4.175
During second six months' experience.....	3	1	6	6.15	3	1	6	6.15	3	1	6	6.15	3	1	6	6.15	2	12	9	5.275	2	11	0	5.10	2	10	3	5.025
During third six months' experience.....	3	15	0	7.50	3	15	0	7.50	3	15	0	7.50	3	15	0	7.50	3	4	0	6.40	3	0	3	6.025	2	19	0	5.90
During fourth six months' experience.....	4	10	3	9.025	4	10	3	9.025	4	10	3	9.025	4	10	3	9.025	3	14	3	7.425	3	9	9	6.975	3	7	3	6.725
During fifth six months' experience.....	5	0	3	10.025	5	0	3	10.025	5	0	3	10.025	5	0	3	10.025	4	4	0	8.40	3	18	0	7.80	3	14	3	7.425
During sixth six months' experience.....	5	12	0	11.20	5	12	0	11.20	5	12	0	11.20	5	12	0	11.20	4	14	3	5.425	4	9	9	8.975	4	1	3	8.125
Fruit checker.....	2	2	9	4.275	2	2	9	4.275	2	2	9	4.275	2	1	3	4.125	1	19	9	3.975	1	17	3	3.725	1	12	6	3.25
Forewoman.....	—	—	—	—	5	0	3	10.025	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Grade I, qualified.....	3	14	9	7.475	3	15	0	7.50	3	14	9	7.475	3	10	0	7.00	3	7	9	6.775	3	5	0	6.50	2	19	9	5.975
Grade I, unqualified:—																												
During first three months' experience.....	2	19	6	5.95	2	19	6	5.95	2	19	6	5.95	2	17	9	5.775	2	12	6	5.25	2	11	6	5.15	2	9	0	4.90
During second three months' experience....	3	7	6	6.75	3	7	6	6.75	3	7	6	6.75	3	4	9	6.475	3	0	0	6.00	2	18	9	5.875	2	14	6	5.45
Grade IA, qualified.....	3	10	3	7.025	3	10	3	7.025	3	10	3	7.025	3	5	3	6.525	3	2	9	6.275	3	0	0	6.00	2	15	0	5.50
Grade IA, unqualified:—																												
During first three months' experience.....	2	8	6	4.85	2	8	6	4.85	2	8	6	4.85	2	8	6	4.85	2	0	3	4.025	2	0	3	4.025	1	18	6	3.85
During second three months' experience.....	2	15	0	5.50	2	15	0	5.50	2	15	0	5.50	2	14	3	5.425	2	8	9	4.875	2	7	9	4.775	2	3	3	4.25
During third three months' experience.....	3	1	6	6.15	3	1	6	6.15	3	1	6	6.15	2	19	3	5.925	2	15	0	5.50	2	13	3	5.325	2	9	9	4.975
Grade II, qualified.....	3	4	6	6.45	3	4	6	6.45	3	4	6	6.45	3	4	6	6.45	2	19	6	5.95	2	16	9	5.675	2	15	3	5.525

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

	In the Magisterial District of Boksburg and Johannesburg.		In the Magisterial District of Port Elizabeth.		In the Magisterial Districts of Wellington, Somerset West and Paarl other than the Area within a 3 Mile Radius of the Post Office Groot Drakenstein.		In the Magisterial District of Worcester.		In the Area within a 3 Mile Radius of the Post Office, Groot Drakenstein in the Magisterial District of Paarl.		In the Magisterial Districts of Tulbagh and Montagu.		In the Magisterial District of Mossel Bay.															
	£	s. d.	R	£	s. d.	R	£	s. d.	R	£	s. d.	R	£	s. d.	R													
Grade II, unqualified:—																												
During first three months experience.....	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	2	9	4.275	2	2	3	4.225	2	1	0	4.10				
During second three months experience.....	2	16	3	5.625	2	16	3	5.625	2	16	3	5.625	2	11	3	5.125	2	10	0	5.00	2	9	0	4.90				
Grade III.....	2	14	0	5.40	2	14	6	5.45	2	14	0	5.40	2	11	9	5.175	2	9	6	4.95	2	6	6	4.65				
Grade IV, male.....	2	8	6	4.85	2	9	0	4.90	2	8	6	4.85	2	7	0	4.70	2	3	6	4.35	2	1	0	4.10	1	19	3	3.925
Grade IV, female.....	1	19	3	3.925	1	19	3	3.925	1	19	3	3.925	1	19	3	3.925	1	16	9	3.675	1	15	6	3.55	1	13	6	3.35
Grade V, male, 18 years of age or over.....	2	2	9	4.275	2	2	9	4.275	2	2	9	4.275	2	1	3	4.125	1	19	9	3.975	1	17	3	3.725	1	12	6	3.25
Grade V, male, under 18 years of age.....	1	16	9	3.675	1	16	9	3.675	1	16	9	3.675	1	16	3	3.625	1	10	9	3.075	1	10	3	3.025	1	10	0	3.00
Grade V, female, 18 years of age or over.....	1	18	3	3.825	1	18	3	3.825	1	18	3	3.825	1	17	6	3.75	1	12	6	3.25	1	11	3	3.125	1	10	3	3.025
Grade V, female, under 18 years of age.....	1	10	3	3.025	1	10	3	3.025	1	10	3	3.025	1	10	3	3.025	1	10	0	3.00	1	9	9	2.975	1	7	9	2.775
Jam stirrer.....	2	8	6	4.85	2	8	6	4.85	2	8	6	4.85	2	7	0	4.70	2	4	6	4.45	2	2	3	4.225	2	0	0	4.00
Laundry machine attendant.....	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	7	9	4.775	2	4	3	4.425	2	2	0	4.20	2	0	0	4.00
Machine handyman.....	6	0	3	12.025	6	0	3	12.025	6	0	3	12.025	6	0	3	12.025	5	0	3	10.025	4	10	3	9.025	4	10	3	9.025
Peach pitting machine feeder..... } male...	2	8	6	4.85	2	9	0	4.90	2	8	6	4.85	2	7	0	4.70	2	3	6	4.35	2	1	0	4.10	1	19	3	3.925
Pear coring and peeling machine feeder } female..	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	2	0	3	4.025	1	19	3	3.925	1	18	0	3.80	1	15	3	3.525
Protective clothing attendant.....	2	9	6	4.95	2	9	6	4.95	2	9	6	4.95	2	7	9	4.775	2	4	3	4.425	2	2	0	4.20	2	0	0	4.00
Retort pressure cooker supervisor.....	4	4	6	8.45	4	4	6	8.45	4	4	6	8.45	4	0	0	8.00	3	17	6	7.75	3	14	9	7.475	3	10	0	7.00
Supervisor, male.....	3	15	0	7.50	3	16	3	7.625	3	15	0	7.50	3	15	0	7.50	3	6	3	6.625	3	3	6	6.35	2	19	9	5.975
Supervisor, female.....	2	13	6	5.35	2	15	0	5.50	2	13	6	5.35	2	13	6	5.35	2	10	0	5.00	2	7	6	4.75	2	5	0	4.50
Watchman.....	3	0	3	6.025	3	3	0	6.30	2	15	9	5.575	2	15	9	5.575	2	11	9	5.175	2	10	0	5.00	2	8	6	4.85
Welfare officer.....	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00	5	0	0	10.00
Casual employee.....	*		*		*		*		*		*		*		*		*		*		*		*		*		*	

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

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

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

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

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

Lone tot maar van hoogstens £2 (R4) per week:
2s. 9d. (R0.27½).

Hoër as £2 (R4) maar hoogstens £3 (R6) per week:
3s. 3d. (R0.32½).

Hoër as £3 (R6) maar hoogstens £4 (R8) per week:
3s. 6d. (R0.35).

Hoër as £4 (R8) per week: 4s. 6d. (R0.45).

(ii) Aan alle manlike Graad V-werknemers, 18 jaar of ouer (afgesien van loon): 3s. 3d. (R0.32½).

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

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

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

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

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

(i) In die geval in paragraaf (a) genoem, vir elke uur teen 'n skaal wat gelyk is aan die hoër weekloon, gedeel deur die getal gewone werkure wat deur die werknemer in 'n week gewerk word;

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

met dien verstande dat as die enigste onderskeid tussen klasse kragtens subklousule (1) gebaseer is op ondervinding, geslag of ouderdom, die bepalinge van hierdie subklousule nie van toepassing is nie.

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

5. BETALING VAN BESOLDIGING.

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

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

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

(3) *Cost of Living Allowance.*—(a) In addition to the remuneration prescribed in clause 4 (1) an employee shall be entitled to and shall be paid a cost of living allowance of not less than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time or in terms of any subsequent measure providing for cost of living allowance payable in respect of the Industry, as defined.

(b) In addition to the cost of living allowance prescribed in paragraph (a) of this sub-clause, a further weekly cost of living allowance, as set out hereunder, shall be paid in all areas:—

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

Wages up to but not exceeding £2 (R4) per week:
2s. 9d. (R0.27½).

Over £2 (R4) but not exceeding £3 (R6) per week:
3s. 3d. (R0.32½).

Over £3 (R6) but not exceeding £4 (R8) per week:
3s. 6d. (R0.35).

Over £4 (R8) per week: 4s. 6d. (R0.45).

(ii) To all Grade V male employees, 18 years of age or over (irrespective of wage): 3s. 3d. (R0.32½).

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

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

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

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

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

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

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

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

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

5. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse; met dien verstande dat in die geval van 'n aftrekking vir siekte- of voorsorgsfondse ingevolge die voorbehoudsbepaling van klousule 8 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry.

(b) Behalwe waar andersins in hierdie Ooreenkoms bepaal word, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat sodanige werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het, wanneer ook al die werknemer van sy werk afwesig is.

(c) 'n Aftrekking van die bedrag wat 'n werkgever ingevolge 'n statutêre wet of 'n order van 'n bevoegde hof verplig is, of toegestaan word, om af te trek.

(d) Ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag, waarop van 'n werknemer vereis, of aan hom toegestaan word, om nie te werk nie, 'n aftrekking van die loon wat hy sou ontvang as hy op dié dag gewerk het.

(e) As 'n werknemer toestem, of verplig is om ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, etes en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

	Per week.		Per maand.	
	s.	d.	£	s. d.
Etes	3	0	0	13 0 (R1.30)
Huisvesting	2	0	0	8 8 (R0.86½)
Etes en huisvesting	5	0	1	1 8 (R2.16½)

(f) Wanneer die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd verminder word, ten opsigte van elke uur van daardie vermindering, 'n aftrekking van die werknemer se weekloon gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word: Met dien verstande dat geen aftrekking toegelaat word nie—

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

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

6. WERKURE, GEWONE TYD EN OORTYDDIENS EN BETALING VIR OORTYDDIENS.

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

- In die geval van 'n fabriek wat 'n sesdaagse week werk—
 - ses-en-veertig uur in 'n week van Maandag tot en met Saterdag;
 - agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op die ander dae hoogstens agt en 'n half op 'n dag mag wees, indien deur dié verlenging die gewone werkure van ses-en-veertig in 'n week nie oorskry word nie;

- In die geval van 'n fabriek wat 'n vyfdaagse week werk—
 - ses-en-veertig uur in 'n week van Maandag tot en met Vrydag;
 - nege en 'n kwart uur op 'n dag.

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

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds; provided that in the 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 a deduction proportionate to the period of his absence calculated on the basis of weekly wage which such an employee was receiving in respect of his ordinary hours of work at the time thereof.

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

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

(e) When an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.		Per Month.	
	s.	d.	£	s. d.
Board	3	0	0	13 0 (R1.30)
Lodging	2	0	0	8 8 (R0.86½)
Board and Lodging	5	0	1	1 8 (R2.16½)

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

- in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than four hours' notice of his intention so to reduce the ordinary hours of work;
- in the case of short-time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

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

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

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

(a) in the case of a factory in which a six-day week is observed—

- forty-six hours on any week from Monday to Saturday inclusive;
- eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day if by such extension the ordinary hours of work, do not exceed forty-six in any week;

(b) in the case of a factory in which a five-day week is observed—

- forty-six hours in any week from Monday to Friday, inclusive;
- nine and a quarter hours in a day.

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

- (a) In die geval van 'n fabriek wat 'n sesdaagse week werk, agt en 'n half uur per dag;
- (b) in die geval van 'n fabriek wat 'n vyfdaagse week werk, nege en 'n kwart uur per dag.

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

- (i) as dié pouse langer as een uur duur, alle tyd bo een en 'n kwart uur as gewone werkure gereken moet word;
- (ii) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken moet word;
- (iii) in die geval van 'n werknemer wie se gewone werkure nie op enige dag meer as sewe uur en veertig minute beloop nie dié pouse tot twintig minute verminder kan word wat so na as moontlik aan die middel van sodanige werktydperk toegestaan moet word.

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

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

waarin nie van die werknemer vereis of aan hom toegestaan kan word om enige werk te verrig nie, en dié ruspouse moet as deel van die gewone werkure gereken word.

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

(6) *Oortyddiens.*—Alle tyd wat bo die getal ure soos ten opsigte van 'n dag of 'n week in subklousules (1) en (2) voorgeskryf, gewerk word, moet as oortyddiens gereken word.

(7) *Beperking van oortyddiens.*—'n Werkgewer kan nie van sy werknemer vereis, of aan hom toestaan om in 'n week meer as tien uur oortyd te werk nie.

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;
- (c) meer as twee uur op 'n dag, of op meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) op meer as sestig dae in 'n jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure, meer as een uur op 'n dag oortyd te werk nie, tensy hy—
 - (i) dié werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) aan dié werknemer 'n toereikende ete verskaf het voordat sodanige oortyddiens begin; of
 - (iii) aan dié werknemer betyds twee sjielings en 'n sikspens (R0.25) betaal het om haar in staat te stel om 'n ete te verkry voordat sodanige oortyddiens moet begin.

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

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

met dien verstande dat wanneer oortyddiens in enige week bereken op 'n daaglikse basis verskil van oortyddiens bereken op 'n weeklikse basis, die basis wat die grootste hoeveelheid oortyddiens gedurende die week gee, aangeneem moet word.

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

(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 hours in any day.

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

- (i) if such interval be for longer than one hour any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (iii) in the case of an employee whose ordinary hours of work do not on any day exceed seven hours and forty minutes, such interval may be reduced to twenty minutes to be granted at as nearly as practicable the middle of such work period

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

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

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

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

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

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

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

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

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

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

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

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

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgewer sy werknemer die volgende verlof toestaan ten opsigte van elke volle jaar diens by hom—

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

met volle, betaling teen die skaal van besoldiging wat hy onmiddellik voordat hy op verlof gaan, ontvang het.

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

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

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

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

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

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

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om militêre opleiding mee te maak;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) afwesig is met siekteverlof kragtens klousule 8 wat in 'n jaar altesaam hoogstens tien weke beloop ten opsigte van items (a), (c) en (d), plus die tydperk van enige militêre opleiding wat in daardie jaar ondergaan is,

en dit word geag soos volg te begin—

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

8. SIEKTEVERLOF.

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

- (a) in die geval van 'n werknemer wat 'n sesdaagse week werk, twaalf werkdae siekteverlof met volle betaling, of anders dertig werkdae siekteverlof met halwe betaling;

7. ANNUAL LEAVE.

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

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

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

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

- (i) if such leave shall not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo military training;
- (iii) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas day falls within the period of such 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 sub-clause (1) shall be paid not later than the last work day before the date of the commencement of such leave.

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

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

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

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

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (c) and (d), plus the period of any military training undergone in that year, shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof from the date on which such employment commenced;
- (iii) in the case of any other employee from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later.

8. SICK LEAVE.

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

- (a) in the case of an employee who works a six-day week, twelve work days' sick leave on full pay or, alternatively, thirty work days' sick leave on half pay;

- (b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdag siekteverlof met volle betaling, of anders vyf-en-twintig werkdag siekteverlof met halwebetaling;
- (c) in die geval van 'n wag wat 'n sewedaagse week werk, veertien werkdag siekteverlof met volle betaling, of anders vyf-en-dertig werkdag siekteverlof met halwe betaling;

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

(2) Ondanks die bepaling van subklousule (1) hiervan, in die geval van die Mediese Fonds van die Fruit and Vegetable Canning Workers' (die Paarl-, Wellington- en Worcestergebiede) is dit in die diskresie van die Fonds om te bepaal wat die bystandskaal, vir 'n langer of korter tydperk en teen volle betaling of 'n gedeelte van die loon vir sodanige tydperk sal wees.

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

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

(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 is geregtig op verlof met volle betaling wat hom toegestaan moet word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk; voorts met dien verstande dat in die geval van 'n werknemer wat 'n vyfdaagse week werk en die vakansiedag op die sesde dag van die week val, die bepaling van hierdie klousule nie van toepassing is nie.

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

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

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

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

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

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

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

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

- (a) betaal teen 'n skaal van minstens dubbel die loon aan hom betaalbaar vir die totale tydperk wat hy op 'n Sondag gewerk het, of 'n loon wat minstens dubbel die gewone loon is wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weeksdag werk na gelang van die grootste;
- (b) of hom vir elke uur of gedeelte van 'n uur wat aldus gewerk word minstens $1\frac{1}{4}$ maal sy gewone loon betaal ten opsigte van die hele tydperk wat op daardie Sondag gewerk word en hom binne sewe dae vanaf die Sondag een dag verlof toestaan en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op dié verlofdag sy gemiddelde gewone getal ure vir daardie dag van die week gewerk het.

10. GETALVERHOUDING.

'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 fabrieksklerk, 'n ongekwalifiseerde graad I-werknemer, 'n ongekwalifiseerde graad IA-werknemer of 'n ongekwalifiseerde graad II-werknemer in diens mag hê en hy moet minstens een gekwalifiseerde voedselkoker, 'n 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-werknemers by hom in diens.

11. STUKWERK EN AANSPORINGSLOONWERK.

(1) Behoudens soos bepaal in klousule 5 (6), moet 'n werkgever sy werknemer wat vir 'n tyd stukwerk of aansporingsloonwerk verrig, besoldiging betaal teen die skale soos tussen die werkgever en sy werknemer ooreengekom: met dien versande dat afgesien van die hoeveelheid of omvang van die werk wat verrig is, die werkgever sodanige werknemer minstens die volgende moet betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf word;
- (b) in dié geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die loon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

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

12. OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgever moet oorpakke en/of beskermende klere asook waterdige klere vir wagte wat hy van sy werknemer mag vereis om te dra, of wat hy ingevolge wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos 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 aan sy werknemer, in plaas van dié was- en strykdienste te verleen, tegelyk met die betaling van sy besoldiging, 1s. per week betaal.

(2) Alle uniforms, oorpakke en beskermende klere wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgever en mag nie van die werkgever se inrigting verwyder word nie, behalwe op magtiging van die werkgever met die doel om dit skoongemaak, gewas of herstel te kry.

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

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

14. VAKVERENIGINGGERIEWE.

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

- (a) om sy kledkamers (met dien verstande dat geen vergaderings daar gehou word nie) van tyd tot tyd gedurende die etensuur binne te gaan, met die doel om—
 - (i) werknemers in verband met sake van die vakvereniging te spreek;

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

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

10. PROPORTION OR 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. PIECEWORK AND INCENTIVE BONUS SCHEMES.

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

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

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

12. OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

An employer shall not, during the period 15th April to the 15th September of each year place any Grade I employee, Grade II employee, chargehand and supervisor, who has had 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 Canning Workers' Union.

14. TRADE UNION FACILITIES.

(1) Every employer shall permit any official, or member of the Food 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) nuwe lede te werf;
- (iii) kennisgewings te versprei om vergaderings van lede van die vakvereniging te belê;
- (b) om lede se ledegelde in te samel sou gou as moontlik nadat hulle lone uitbetaal 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 van sy of haar voorneme om die kledkamer te besoek of om ledegeld in te samel, in kennis stel, soos bepaal in subklousule (1).

15. VERBOD OP INDIENSNEEMING VAN PERSONE ONDER 15 JAAR EN VAN VROUE IN SEKERE WERK.

- (1) 'n Werkgever mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.
- (2) Dit kan van geen vroulike werknemer vereis word om enige houer wat meer as die volgende weeg, te dra of op mekaar te stapel nie:—
 - (a) In die geval van vroue van 18 jaar en ouer: 25 lb.;
 - (b) in die geval van vroue van 16-18 jaar: 20 lb.

16. DIENSSERTIFIKAAT.

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

17. BEÏNDIGING VAN DIENSKONTRAK.

- (1) 'n Werkgever, of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke van diens minstens vier-en-twintig uur opsegging en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of in plaas daarvan minstens die volgende betaal, of verbeur:—
 - (a) In die geval van vier-en-twintig uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
 - (b) in die geval van 'n week opsegging, minstens die weekloon wat die werknemer onmiddellik voor die datum van dié beëindiging ontvang het;
- met dien verstande dat dit nie—
- (i) op die werkgever, of die werknemer, se reg om die diens sonder voorafgaande opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
 - (ii) op 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat vir 'n termyn van diensopsegging van gelyke duur vir albei partye en vir langer as een week, inbreuk maak nie.

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

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

Op hede die 6de dag van Oktober 1960 in Kaapstad onderteken.

G. JACKSON, *Voorsitter.*

R. H. FARCHER.

A. BLADES.

Behoorlik gemagtigde verteenwoordigers (Werkgevers).

L. ABRAHAMS.

C. KILOWAN.

Behoorlik gemagtigde verteenwoordigers (Werknemers).

J. C. COETZEE, *Sekretaris.*

Getuies:

W. F. PRETORIUS.

H. L. DE WET.

- (ii) enrolling new members;
- (iii) distributing notices calling meetings of members of the trade unions;

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

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

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

- (1) An employer shall not employ any person under the age of fifteen years; and
- (2) No female employee shall be required to carry or stack any container which weights more than—
 - (a) in the case of women of 18 years and over: 25 lb.;
 - (b) in the case of women of 16 years to 18 years: 20 lb.

16. CERTIFICATE OF SERVICE.

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

17. TERMINATION OF CONTRACT OF EMPLOYMENT.

- (1) An employer or his employee, other than a casual employee shall give not less than twenty-four hours' notice during the first four weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—
 - (a) in the case of twenty-four hours' notice the weekly wage which the employee was receiving immediately before the date of such termination divided by seven in the case of a watchman, six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;
 - (b) in the case of a week's notice, not less than the weekly wage which the employee was receiving, immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

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

Signed at Cape Town this 6th day of October, 1960.

G. JACKSON, *Chairman.*

R. H. FARCHER.

A. BLADES.

Duly Authorised Representatives (Employers).

L. ABRAHAMS.

C. KILOWAN.

Duly Authorised Representatives (Employees).

J. C. COETZEE, *Secretary.*

Witnesses:

W. F. PRETORIUS.

H. L. DE WET.

No. 292.] [17 Februarie 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vruchte- en Groente-inmaaknywerheid, gepubliseer by Goewermentskennisgewing No. 291 van 17 Februarie 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 292.] [17 February 1961.
FACTORIES MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

FRUIT AND VEGETABLE CANNING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Fruit and Vegetable Canning Industry, published under Government Notice No. 291 of the 17th February, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

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