



UNION OF SOUTH AFRICA  
UNIE VAN SUID-AFRIKA

# EXTRAORDINARY Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CCIV.] PRICE 5c. PRETORIA, 12 MAY 1961. PRYS 5c. [No. 6683.  
12 MEI

## GOVERNMENT NOTICES.

### DEPARTMENT OF LABOUR.

No. 717.] [12 May 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 appear in the Schedule hereto and which relate to the Fruit and Vegetable Canning Industry, shall be binding from the second Monday after the date of publication of this notice and for a period of one year, upon the employer 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 in clauses 3 to 5 (6) (f) (inclusive), 6 to 12 (inclusive) and 14 to 16 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for a period of one year; 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 Area of Grabouw; 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 Area of Grabouw and from the second Monday after the date of publication of this notice and for a period of one year the provisions contained in clauses 3 to 5 (6) (f) (inclusive), 6 to 12 (inclusive) and 14 to 16 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,  
Deputy-Minister of Labour.

## GOEWERMENSKENNISGEWINGS.

### DEPARTEMENT VAN ARBEID.

No. 717.] [12 Mei 1961.

#### WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

#### VRUGTE- EN GROENTE-INMAAKNYWERHEID.

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

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vrugte- en Groente-inmaaknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van een jaar bindend is vir die werkgewer 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 klousules 3 tot en met 5 (6) (f), 6 tot en met 12 en 14 tot en met 16 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van een jaar 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 munisipale gebied Grabouw; 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 14 tot en met 16 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van een jaar in die munisipale gebied Grabouw *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

M. VILJOEN,  
Adjunk-minister van Arbeid.

## SCHEDULE.

## INDUSTRIAL CONCILIATION ACT, 1956.

## CONCILIATION BOARD AGREEMENT FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY.

## AGREEMENT

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

Jax Canning (Proprietary), Limited,

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

The Food and Canning Workers' Union,

of the other part (hereinafter referred to as "the trade union" or "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 Municipal Area of Grabouw by the employer and the employees who are members of the trade union and 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 and shall remain in operation for a period of one year, or for such period as may be determined by him.

## 3. DEFINITIONS.

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—

"assistant factory foreman" means an employee, other than a departmental foreman, supervisor or chargehand who assists the foreman in the performance of his duties and who may act for him during his absence;

"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;

"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; but excludes an employee who removes foreign or blemished matter from fruit or vegetables;

"can stacker" means an employee who builds or places filled processed cans of foodstuffs into stacks for storage purposes;

"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 IV and/or grade V employees;

"cloak room attendant" means an employee in charge of and responsible for the cleaning of a cloakroom and the safeguarding of the contents and who may hand out protective clothing under the supervision of a foreman, assistant foreman, forewoman or supervisor;

"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, grades I, 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;

"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;

"experience" means, in relation to a grade I employee, or a grade II employee, the total period or periods of employment which such employee has had as a grade I 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) and (b) 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;

## BYLAE.

## WET OP NYWERHEIDSVERSOENING, 1956.

## VERSOENINGSRAADOOREENKOMS VIR DIE VRUGTE- EN GROENTE-INMAAKNYWERHEID.

## OOREENKOMS

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

Jax Canning (Proprietary), Limited,

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

The Food and Canning Workers' Union,

aan die ander kant hieronder die „vakvereniging” of die „werknemers” genoem).

## 1. GEBIED EN BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Vrughte- en Groente-inmaaknywerheid in die munisipale gebied van Grabouw nagekom word deur die werkgever en die werknemers wat lede van die vakvereniging is en 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 bepaal is, dieselfde betekenis as in daardie Wet en tensy dit onbestaanbaar met die samhang is, beteken—

## 3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, bepaal is, dieselfde betekenis as in daardie Wet en tensy dit onbestaanbaar met die samhang is, beteken—

„assistent-fabrieksvoorman”, 'n werknemer, uitgesonderd 'n afdelingsvoorman, opsigter of onderbaas, wat die voorman by die verrigting van sy werk help en wat in sy afwesigheid vir hom kan waarneem;

„bediener van outomatiese dubbelnaatmasjien”, 'n werknemer wat toesig hou oor 'n outomatiese dubbelnaatmasjien, en vir die toepassing van hierdie woordskrywing beteken „toesig hou oor” verantwoordelik wees vir die werking van die masjien;

„ketelbediener”, 'n werknemer wat die water en stoomdruk in 'n stoomketel op peil hou en wat sodanige stoomketel kan stook;

„blikkiespakker”, 'n werknemer wat met die hand bereide vrugte of groente volgens maat en/of kwaliteit sorteer terwyl sulke produkte gewas en in blikkies of bottels verpak word; maar dit sluit nie 'n werknemer in nie wat vreemde stowwe of beskadigde dele uit vrugte of groente verwyder;

„blikkiestapelaar”, 'n werknemer wat gevulde prosesbehandelde blikkies met eetware vir bewaring in stapels opbou of plaas;

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

„onderbaas”, 'n werknemer wat onder die toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, voorvrou of opsigter toesig hou oor 'n groep graad IV- en/of graad V-werkers;

„kleedkamerbediende”, 'n werknemer wat toesig hou oor en verantwoordelik is vir die skoonmaak van 'n kleedkamer en die veilige bewaring van die inhoud en wat beskermende klere onder toesig van 'n voorman, assistent-voorman, voorvrou of opsigter kan uitreik;

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

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

„ondervinding”, met betrekking tot 'n graad I-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke diens wat so 'n werknemer onderskeidelik as 'n graad I-werknemer of 'n graad II-werknemer in die Vrughte- en Groente-inmaaknywerheid gehad het;

„fabriek”, 'n inrigting waarin drie of meer persone in diens is vir enigeen van die werksaamhede wat in paragrawe (a) en (b) van die woordskrywing van „vrugte- en Groente-inmaaknywerheid” genoem word, of persele waarop minder as drie persone aldus in diens is indien meganiese krag, uitgesonderd vir gewone beligting, vir genoemde werk gebruik word;



"fireman" means an employee engaged in maintaining fires in boilers, including stoking, slicing and raking;  
 "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 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 checker" means an employee who is engaged in checking the quality of ready prepared fruit and who may also sort;  
 "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 vegetables, 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 tinplate or glass;
- (b) Glacé and crystallised fruits (other than dried or minced fruit), squashes or juices, dehydrated or similarly processed fruits and vegetables (other than sun or kiln dried deciduous fruits) packed in hermetically sealed containers made wholly or partly of tinplate or glass similar or other types of containers and preserved by methods other than heretofore defined;

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

"grade I employee" means an employee engaged in the following capacity or operation—Automatic double seaming machine attendant;  
 "grade I employee, qualified," means a grade I employee who has had not less than nine months' experience;  
 "grade I employee, unqualified," means a grade I employee who has had less than nine months' experience;  
 "grade II employee" means an employee engaged in one or more of the following capacities or operations:—

- (1) Double seamer feeder;
- (2) measurer;
- (3) syrup maker;
- (4) operating and/or attending one or more of the following power-driven machines:—
  - (a) Automatic bottle washing and/or sterilising;
  - (b) jam elevator, jam filling or jam cooling;
  - (c) labelling, other than an automatic bottle labelling machine;
  - (d) lye scalding;
  - (e) non-automatic seaming and clinching;
  - (f) pea filling and brining;
  - (g) pineapples cutting, peeling, ringing, coring and/or slicing;
  - (h) pulping and disintegrating;
  - (i) vegetable cutting, slicing or dicing;

"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 or operations:—

- (1) Boiler attendant;
- (2) fireman;
- (3) hammer tester;
- (4) soldering by hand;
- (5) watchman;
- (6) operating and/or attending one or more of the following power-driven machines:—
  - (a) Automatic can syruping machine;
  - (b) chipping, shredding and mincing;
  - (c) exhaust-box;
  - (d) hulling and vining;
  - (e) peach pitting;
  - (f) pear peeling and coring;
  - (g) pre-heating;
  - (h) pumping;
  - (i) sieving;

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

- (1) Binder and/or strapper of boxes and/or other containers using a wire-tying machine;
- (2) can stacker;
- (3) cooking rations;

"stoker", 'n werknemer wat die vure in stoomketels maak of aan die brand hou, met inbegrip van stook, opbreek en hark;  
 "fabrieksvoorman", 'n werknemer wat toesig hou oor alle werknemers in 'n fabriek, wat oor die werknemers beheer uitoefen en wat vir die doeltreffende verrigting van hul werk verantwoordelik is;  
 "voorvrou", 'n vroulike werknemer wat, onder toesig van 'n fabrieksvoorman of assistent-fabrieksvoorman of afdelingsvoorman, toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in 'n fabriek en wat oor die werknemers beheer uitoefen en vir die doeltreffende verrigting van hul werk verantwoordelik is;  
 "vrugteondersoeker", 'n werknemer wat die kwaliteit van klaarbereide vrugte nagaan en wat ook kan sorteer;  
 "Vrugte en Groente-inmaaknywerheid", die Nywerheid waarin 'n werkgewer en sy werknemers met mekaar geassosieer is in 'n fabriek waarin eenige van ondergenoemde goedere vervaardig word:—

- (a) Konfyt, marmelade, jellie, konserwe, ingemaakte vrugte en/of groente, 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 plaat of glas gemaak;
- (b) geglaseerde en gekristalliseerde vrugte (uitgesonderd gedroogde of gemaalde vrugte), vrugtekwas of -sappe, ontwaterde of aldus behandelde vrugte en groente (uitgesonderd son- of oondgedroogde sagte vrugte) verpak in lugdigte houers uitsluitlik of gedeeltelik van plaat of glas gemaak of in soortgelyke of ander soorte houers en op ander metodes as dié hierbo beskryf, gepreserveer;

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

"graad I-werknemer", 'n werknemer wat in die volgende hoedanigheid in diens is of werk verrig—bediener van 'n outomatiese dubbelnaatmasjien;  
 "graad I-werknemer, gekwalifiseer", 'n graad I-werknemer met minstens nege maande ondervinding;  
 "graad I-werknemer, ongekwalifiseer", 'n graad I-werknemer met minder as nege maande ondervinding;  
 "graad II-werknemer", 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of werk verrig:—

- (1) 'n Dubbelnaatmasjien voer;
- (2) afmeter;
- (3) stroopmaker;
- (4) een of meer van ondergenoemde kragmasjiene bedien en/of toesig daarvoor hou:—
  - (a) Bottels outomaties was en/of steriliseer;
  - (b) konfytellevator, met konfyt vul, of konfyt afkoel;
  - (c) etiketteer, uitgesonderd met 'n outomatiese etiketteermasjien vir bottels;
  - (d) met loog brand;
  - (e) nie-outomatiese naat- en omklinkwerk verrig;
  - (f) met ertjies vul en pekel;
  - (g) pynappels sny, afskil, in ringe sny, die hart uitsny en/of in repies sny;
  - (h) pulp maak en fynmaak;
  - (i) groente sny, in skyfies of dobbelsteentjies sny;

"graad II-werknemer, gekwalifiseer", 'n graad II-werknemer met minstens ses maande ondervinding;  
 "graad II-werknemer, ongekwalifiseer", 'n graad II-werknemer met minder as ses maande ondervinding;  
 "graad III-werknemer", 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of werk verrig:—

- (1) Ketelbediener;
- (2) stoker;
- (3) hamertoetser;
- (4) handsoldeerder;
- (5) wag;
- (6) bediener en/of versorger van een of meer van die volgende kragmasjiene:—
  - (a) Outomatiese blikkiesstroopvulmasjien;
  - (b) in stukkes sny, versnipper en maal;
  - (c) afvoerpot;
  - (d) uitdop en afdraad;
  - (e) perskepitte uithaal;
  - (f) pere skil en die klokhuys uitsny;
  - (g) voorverhitter;
  - (h) pomp;
  - (i) sif;

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

- (1) Kiste en/of ander houers vasbind en/of bande omsit met behulp van 'n draadklemmasjien;
- (2) klikkies stapel;
- (3) rantsone kook;

- (4) crowning, corking or placing any other stopper or closure in or on bottles or jars by hand or hand-operated machines;
- (5) feeding small lining machines;
- (6) fruit checker;
- (7) hand labeller;
- (8) jam stirrer and/or emptier;
- (9) peach pitting machine feeder;
- (10) pear peeling and coring machine feeder;
- (11) removing hot tins from runway lines for processing;
- (12) washing, ironing and/or mending overalls;
- (13) operator of any machine not elsewhere specified in this agreement;

"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 a wire-tying 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 letters, messages or articles 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 and other material on to or from belts or machines, other than feeding lids into a double seaming machine;
- (9) filling tins, casks, bags, bottles or other containers by hand, but does not include can packing, or packing glacé fruit or minced candied fruit, individually by hand into boxes, cartons, jars, tins, bottles or other containers;
- (10) fixing sticker labels to tins;
- (11) folding containers or paper;
- (12) grinding, milling or pulping by hand;
- (13) ladling;
- (14) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (15) loosening shooks, assembling and nailing trays, crates or boxes from shooks or ready prepared material by hand;
- (16) making, maintaining or drawing fires, other than in steam boilers, or removing refuse or ashes;
- (17) making tea or similar beverages;
- (18) oiling and greasing vehicles other than motor vehicles;
- (19) opening or closing cocks and valves under supervision of a factory foreman, assistant factory foreman, departmental foreman, mechanic, 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 out chunks of citrus peel after shredding;
- (32) spreading fruit and/or vegetables on a belt or conveyor;
- (33) stencilling or marking (but not addressing by hand) boxes, bags, cartons or other containers or affixing ready addressed labels to boxes, bags, cartons, drums or other packages;
- (34) stirring by hand, other than stirring jam;
- (35) straightening bent flanges of cans;
- (36) sweeping roads or paths; watering lawns and flowerbeds;
- (37) unpacking or opening up corrugated fibre board or similar containers by hand, shaping ready-made containers;

- (4) bottels of flesse met die hand of met handmasjiene kroon, toekurk of enige ander soort prop of afsluiter daarop sit;
- (5) klein voeringmasjiene voer;
- (6) vrugte ondersoek;
- (7) met die hand etiketteer;
- (8) konfyt roer en/of uitgiert;
- (9) perskepituitaalmasjiene voer;
- (10) 'n masjiene wat pere skil en die klokhuys uitsny, voer;
- (11) warm blikkies vir prosesbehandeling van rolbane verwyder;
- (12) oorpakke was, stryk en/of heelmaak;
- (13) 'n masjiene bedien wat nie elders in hierdie Ooreenkoms gespesifiseer word nie.

„graad V-werknemer”, 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of werk verrig:—

- (1) Help op bestelwaens, maar nie bestelwaens bestuur of heelmaak nie;
- (2) kiste of ander houters vasbind of bande daarom slaan, maar nie met 'n draadklemmasjiene nie;
- (3) persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (4) neutte of pitte kraak;
- (5) briewe, boodskappe, of artikels te voet of per fiets, driewieler of handvoertuig aflewer;
- (6) gesnyde of ongesnyde vrugte en/of groente in water doop;
- (7) houters leegmaak, maar nie konfytpanne nie;
- (8) vrugte, groente, kiste, blikkies en ander materiaal aan vervoerders of masjiene voer, of daarvan afhaal, maar nie deksels aan 'n dubbelnaatmasjiene voer nie;
- (9) blikkies, vaatjies, sakke, bottels of ander houters met die hand vul, maar dit omvat nie blikkies pak of pak van geglaseerde vrugte of gemaalde versuikerde vrugte, stuksgewys met die hand in kiste, kartonne, flesse, blikkies, bottels of ander houters nie;
- (10) kleefetikette aan blikkies heg;
- (11) houters of papier vou;
- (12) met die hand fynmaak, maal of moes berei;
- (13) uitskep;
- (14) goedere of ander roerende goedere laai of aflaai, oplaai, dra, verskuif of stapel;
- (15) bondels plankies losmaak, platkissies, kratte of kiste met die hand inmeekaarsit en aanmeekaarspyker uit plankies of voorbereide materiaal;
- (16) vure maak, aan die brand hou of uittrek, maar nie in stoomketels nie, of afval of as verwyder;
- (17) tee of dergelike drankte maak;
- (18) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (19) krane en kleppe onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, werktuigkundige, opsigter of masjienebediener, oop- of toe- maak;
- (20) deure, vensters, boligte, kiste, sakke, bale, dromme of ander pakke oopmaak, verseël of toemaak;
- (21) 'n handhyser bedien;
- (22) artikels van dieselfde grootte en getal verpak in houters wat spesiaal gemaak is om sulke artikels te bevat;
- (23) bereide, rou, gebleikte of verhitte vrugte of groente in houters of bottels verpak, maar nie in blikkies nie;
- (24) 'n handvoertuig of -trok stoot of trek;
- (25) sitrusvrugte uitdruk;
- (26) pitte met die hand uit vrugte verwyder;
- (27) bakke, kratte of kiste met die hand van klaargesnyde materiaal heelmaak;
- (28) met rubberstempels stempel;
- (29) ertjies, boontjies, of ander groente met die hand uitdop;
- (30) met die hand sif;
- (31) stukke sitruskil uitsorteer nadat dit versnipper is;
- (32) vrugte en/of groente op die vervoerband of vervoerder spreid;
- (33) kiste, sakke, kartonhouters of ander houters sjabloneer of merk (maar nie met die hand adresseer nie), of klaar geadresseerde etikette aan kiste, sakke, kartonhouters, dromme of ander pakkette heg;
- (34) met die hand roer, maar nie konfyt roer nie;
- (35) gebuigde flense van blikkies reguit buig;
- (36) paaie of paadjies vee; grasperke en blombeddings natmaak;
- (37) veselrifelbord- of soortgelyke houters met die hand uitpak of oopmaak en klaargemaakte houters inmeekaarsit;



- (38) washing bottles, tins, dishes or other containers by hand;
- (39) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables by hand or hand-operated machine (other than for candying, glacéing and/or crystallising), sorting empty jars, bottles, tins or other containers, sorting, counting or bundling empty sacks or bags;
- (40) weighing to a set scale;
- "hammer tester" means an employee who by hand or by means of hammer or other like instrument, tests canned goods for soundness;
- "hand labeller" means an employee engaged in affixing full size labels to tins or bottles but does not include an employee merely engaged in adjusting labels whilst machine labelling or replacing damaged labels;
- "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;
- "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;
- "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;
- "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;
- "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;
- "piece-work" means any system under which an employee's remuneration is based upon the quantity or output of work done;
- "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 products, to be processed;
- "season's experience" means a period of service (not necessarily consecutive) of not less than twenty-six weeks within a year which an employee has had in the Fruit and Vegetable Canning Industry;
- "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;
- "stirrer and/or pan emptier" means an employee engaged in stirring jams during cooking and/or emptying pans of cooked jams into receptacles, other than by ladling;
- "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 II or grade III employees or chargehands or factory clerks and who may supervise grade IV and grade V employees;
- "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;
- "wage incentive" means any payment, other than piece-work payments, which an employee may receive, in addition to his basic wage as an encouragement to higher or better production;
- "watchman" means an employee engaged in guarding premises and/or property;

(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.

- (38) bottels, blikkies, skottels of ander houers met die hand was;
- (39) vrugte en/of groente met die hand of met 'n hand-masjien was, sorteer, afskil, regsny, in skyfies sny, uithol, wegsny, binneste uitsny of opsny (maar nie vir versuikering, glasering en/of kristalliserings nie), leë flesses, bottels, blikkies, of ander houers sorteer, leë sakke tel en in bondels opmaak;
- (40) op 'n gestelde skaal afweeg;
- "hamertoets", 'n werknemer wat met die hand of met 'n hamer of ander soortgelyke instrument ingemaakte goedere toets om vas te stel of dit in 'n goeie toestand verkeer;
- "handetiketteerder", 'n werknemer wat etikette van volle grootte aan blikkies of bottels heg, maar omvat nie 'n werknemer wat slegs etikette regsit terwyl dit deur 'n masjien geëtiketteer word of beskadigde etikette vervang nie;
- "masjien- of installasiebediener en/of -versorger", 'n werknemer wat 'n kragmasjien bedien, versorg, aansit of stopsit en wat verstellings daaraan kan uitvoer en/of die masjiene voer of daarvan afneem; en die uitdrukking "n masjien bedien of versorg" het 'n ooreenkomstige betekenis;
- "afmeter", 'n werknemer wat verantwoordelik is vir en die werk verrig van afweeg, uitgesonderd op 'n gestelde skaal, van hoeveelheid vrugte of ander bestanddele vir verwerking;
- "militêre opleiding", die ononderbroke opleiding wat 'n werknemer verplig is om te ondergaan ingevolge artikel *een-en-twintig* (1), gelees met subartikel (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, maar omvat geen opleiding wat hy mag verkies om ooreenkomstig artikel *drie-en-twintig* van genoemde Wet te ondergaan of enige ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;
- "voerder van 'n perskepituihaalmasjien", 'n werknemer wat 'n perskepituihaalmasjien voer met onbereide vrugte maar van wie dit nie vereis word om die masjien aan te sit of stop te sit nie en wat nie verantwoordelik is vir die werking van die masjien nie;
- "bediener van 'n perskepituihaalmasjien", 'n werknemer wat 'n perskepituihaalmasjien bedien, versorg, aansit en stopsit en wat klein veranderings daaraan kan aanbring en/of sodanige masjien voer of daarvan afneem;
- "voerder van 'n masjien wat pere skil en die klokhuus uithaal", 'n werknemer wat 'n masjien wat pere skil en die klokhuus uithaal, voer met onbereide vrugte maar van wie dit nie vereis word om die masjien aan te sit of stop te sit nie en wat nie verantwoordelik is vir die werking van die masjien nie;
- "bediener van 'n masjien wat pere skil en die klokhuus uithaal", 'n werknemer wat 'n masjien wat pere skil en die klokhuus uithaal, bedien, versorg, aansit en stopsit en wat klein verstellings daaraan kan doen en/of sodanige masjien kan voer of daarvan afneem;
- "stukwerk", 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer is op die hoeveelheid of omvang van gedane werk;
- "retortdrukkokerbediener", 'n werknemer in beheer van minder as ses retorte en wat verantwoordelik kan wees vir die druk, temperatuur, kook- en afkoeltyd van die produkte wat verwerk moet word;
- "n seisoen ondervinding", 'n dienstdoerperk (nie noodwendig agtereenvolgend nie) van minstens 26 weke binne 'n jaar wat 'n werknemer in die Vruchte- en Groente-inmaaknywerheid gehad het;
- "korttyd", 'n tydelike vermindering van die getal gewone werkure as gevolg van bedryfslaptes, tekort aan grondstowwe, ongunstige weersgesteldheid of 'n algemene onklaarmaking van installasie of masjinerie wat deur 'n ongeluk of ander onvoorsiene noodgeval veroorsaak word;
- "roerder en/of panleegmaker", 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt uitgiet in houers, maar nie uitskep nie;
- "stroopmaker", 'n werknemer wat stroop van 'n voorgeskrewe dikte van suiker of stroop kook en/of opbou;
- "opsigter", 'n werknemer, uitgesonderd 'n fabrieksvorman, afdelingsvoorman, assistent-fabrieksvorman of voorvrou, wat toesig het oor 'n groep of afdeling graad I-, graad II- of graad III-werknemers of onderbase of fabrieksklerke en wat toesig kan hou oor graad IV- en graad V-werknemers;
- "loon", daardie gedeelte van die besoldiging wat aan 'n werknemer in kontant betaal moet word ten opsigte van die gewone werkure wat in klousules 6 (1) en 6 (2) voorgeskryf word, of waar 'n werkgewer gereeld 'n werknemer ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié aldus voorgeskryf, beteken dit sodanige hoër bedrag.
- "aansporingsloon", enige betaling, uitgesonderd stukwerkloon, wat 'n werknemer benewens sy basiese loon as 'n aansporing tot 'n hoër of beter opbrengs kan ontvang;
- "wag", 'n werknemer wat persele en/of eiendom bewaak;

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

## 4. 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:—

## (A) Employees other than casual employees—

|                                                             | Per Week. |       |        |
|-------------------------------------------------------------|-----------|-------|--------|
|                                                             | £         | s. d. |        |
| Can packer.....                                             | 1 18 9    |       | R3.87½ |
| Chargehand, male.....                                       | 2 10 3    |       | R5.02½ |
| Chargehand, female.....                                     | 1 19 3    |       | R3.92½ |
| Cloakroom attendant.....                                    | 2 0 3     |       | R4.02½ |
| Grade I employee, qualified.....                            | 3 5 0     |       | R6.50  |
| Grade I employee, unqualified—                              |           |       |        |
| during first three months' experience                       | 2 5 0     |       | R4.50  |
| during second three months' experience.....                 | 2 11 6    |       | R5.15  |
| during third three months' experience.....                  | 2 18 9    |       | R5.87½ |
| Grade II employee, qualified.....                           | 2 16 9    |       | R5.67½ |
| Grade II employee, unqualified—                             |           |       |        |
| during first three months' experience                       | 2 2 3     |       | R4.22½ |
| during second three months' experience.....                 | 2 10 0    |       | R5.00  |
| Grade III employee.....                                     | 2 9 6     |       | R4.95  |
| Grade IV employee, male—                                    |           |       |        |
| (a) with up to five seasons' experience                     | 2 0 0     |       | R4.00  |
| (b) with over five seasons' experience                      | 2 2 3     |       | R4.22½ |
| Grade IV employees, female—                                 |           |       |        |
| (a) with up to five seasons' experience                     | 1 15 0    |       | R3.50  |
| (b) with over five seasons' experience                      | 1 17 3    |       | R3.72½ |
| Grade V employee, male—                                     |           |       |        |
| (a) with less than one seasons' experience.....             | 1 15 0    |       | R3.50  |
| (b) with one season and up to five seasons' experience..... | 1 16 6    |       | R3.65  |
| (c) with over five seasons' experience                      | 1 19 0    |       | R3.90  |
| Grade V employee, male, under 18 years of age.....          | 1 10 0    |       | R3.00  |
| Grade V employee, female—                                   |           |       |        |
| (a) with less than one season's experience.....             | 1 10 0    |       | R3.00  |
| (b) with one season and up to five seasons' experience..... | 1 10 6    |       | R3.05  |
| (c) with over five seasons' experience                      | 1 13 0    |       | R3.30  |
| Grade V employee, female, under 18 years of age.....        | 1 8 6     |       | R2.85  |
| Retort pressure cooker attendant.....                       | 3 7 6     |       | R6.75  |
| Supervisor, male.....                                       | 3 7 6     |       | R6.75  |
| Supervisor, female.....                                     | 2 12 6    |       | R5.25  |

(B) *Casual Employees.*—For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(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, an employee shall be entitled to and shall be paid a further Cost of Living Allowance based on the period of service as set out hereunder, applicable to all grades:—

Workers who have had under one season's experience, an additional C.O.L.A. of 2s. 6d. (R0.25) per week;  
one season and up to five seasons' experience, an additional C.O.L.A. of 3s. 3d. (R0.32½) per week;  
over five seasons and up to 10 seasons' experience, an additional C.O.L.A. of 4s. (R0.40) per week;  
over 10 seasons' experience, an additional C.O.L.A. of 5s. (R0.50) per week.

(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

## 4. BESOLDIGING.

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

## (A) Werknemers, uitgesonderd los werknemers—

|                                                           | Per week. |       |        |
|-----------------------------------------------------------|-----------|-------|--------|
|                                                           | £         | s. d. |        |
| Blikkiesverpakker.....                                    | 1 18 9    |       | R3.87½ |
| Onderbaas, manlik.....                                    | 2 10 3    |       | R5.02½ |
| Onderbaas, vroulik.....                                   | 1 19 3    |       | R3.92½ |
| Kleedkamerbediende.....                                   | 2 0 3     |       | R4.02½ |
| Graad I-werknemer, gekwalifiseer....                      | 3 5 0     |       | R6.50  |
| Graad I-werknemer, ongekwalifiseer—                       |           |       |        |
| gedurende eerste drie maande ondervinding.....            | 2 5 0     |       | R4.50  |
| gedurende tweede drie maande ondervinding.....            | 2 11 6    |       | R5.15  |
| gedurende derde drie maande ondervinding.....             | 2 18 9    |       | R5.87½ |
| Graad II-werknemer, gekwalifiseer....                     | 2 16 9    |       | R5.67½ |
| Graad II-werknemer, ongekwalifiseer—                      |           |       |        |
| gedurende eerste drie maande ondervinding.....            | 2 2 3     |       | R4.22½ |
| gedurende tweede drie maande ondervinding.....            | 2 10 0    |       | R5.00  |
| Graad III-werknemer.....                                  | 2 9 6     |       | R4.95  |
| Graad IV-werknemer, manlik—                               |           |       |        |
| (a) met tot vyf seisoene ondervinding                     | 2 0 0     |       | R4.00  |
| (b) met meer as vyf seisoene ondervinding.....            | 2 2 3     |       | R4.22½ |
| Graad IV-werknemer, vroulik—                              |           |       |        |
| (a) met tot vyf seisoene ondervinding                     | 1 15 0    |       | R3.50  |
| (b) met meer as vyf seisoene ondervinding.....            | 1 17 3    |       | R3.72½ |
| Graad V-werknemer, manlik—                                |           |       |        |
| (a) met minder as een seisoen ondervinding.....           | 1 15 0    |       | R3.50  |
| (b) met een seisoen en tot vyf seisoene ondervinding..... | 1 16 6    |       | R3.65  |
| (c) meer as vyf seisoene ondervinding                     | 1 19 0    |       | R3.90  |
| Graad V-werknemer, manlik, onder 18 jaar.....             | 1 10 0    |       | R3.00  |
| Graad V-werknemer, vroulik—                               |           |       |        |
| (a) met minder as een seisoen ondervinding.....           | 1 10 0    |       | R3.00  |
| (b) met een seisoen en tot vyf seisoene ondervinding..... | 1 10 6    |       | R3.05  |
| (c) met meer as vyf seisoene ondervinding.....            | 1 13 0    |       | R3.30  |
| Graad V-werknemer, vroulik, onder 18 jaar.....            | 1 8 6     |       | R2.85  |
| Retortdrukkokerbediener.....                              | 3 7 6     |       | R6.75  |
| Opsigter, manlik.....                                     | 3 7 6     |       | R6.75  |
| Opsigter, vroulik.....                                    | 2 12 6    |       | R5.25  |

(B) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, een vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te doen.

(2) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer by die inwerkingtreding van hierdie Ooreenkoms betaal word nie en 'n werknemer wat op genoemde datum 'n hoër loon ontvang as dié wat vir die betrokke klas in hierdie Ooreenkoms voorgeskryf word, moet nog 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 op en moet hy 'n lewenskostetoelae betaal word van minstens die betrokke toelae voorgeskryf by Oorlogsmaatreeël No. 43 van 1942, soos van tyd tot tyd gewysig, of kragtens 'n latere maatreeël wat voorsiening maak vir lewenskostetoelae wat ten opsigte van die Nywerheid, soos omskryf, betaalbaar is.

(b) Benewens die lewenskostetoelae voorgeskryf in paragraaf (a) van hierdie subklousule is 'n werknemer geregtig op en moet aan hom 'n verdere lewenskostetoelae betaal word, gebaseer op die dienstdydperk soos hieronder uiteengesit, wat op alle grade van toepassing is:—

Werkers met minder as een seisoen ondervinding; 'n addisionele L.K.T. van 2s. 6d. (R0.25) per week;  
een seisoen en tot vyf seisoene ondervinding; 'n addisionele L.K.T. van 3s. 3d. (R0.32½) per week;  
meer as vyf seisoene en tot 10 seisoene ondervinding; 'n addisionele L.K.T. van 4s. (R0.40) per week;  
meer as 10 seisoene ondervinding; 'n addisionele L.K.T. van 5s. (R0.50) per week.

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse en uitgesonderd 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



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 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) *Employee other than a Casual Employee*.—Save as provided in clause 7 (3) wages and cost of living allowances and other amounts due to an employee, other than a casual employee, shall be paid in cash weekly, during the hours of work or within fifteen minutes of ceasing work on Thursday or Friday whichever is the ordinary pay day of the establishment concerned or on termination of employment if this takes place before the usual pay day. Wages and other amounts shall be contained in a sealed envelope or other container and shall be accompanied by a written statement, to be retained by the employee, showing:—

- (a) Employer's name.
- (b) Employee's name or pay roll number.
- (c) Employee's occupation, or grade.
- (d) Basic wage.
- (e) Cost of living allowance.
- (f) Period in respect of which payment is made.
- (g) Number of ordinary and overtime hours worked.
- (h) Amounts due for ordinary hours and overtime worked—indicated separately.
- (i) Additional amounts paid (e.g., bonuses, etc.).
- (j) Details of deductions made by employer.
- (k) Actual amount paid to the employee.

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

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

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

(5) *Board and Lodging*.—Save as provided in the Natives (Urban 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 may he make any deduction 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 a sick or provident funds 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.

wat in hierdie Ooreenkoms voorgeskryf word vir 'n werknemer van sy klas en gebied, hetsy hy in daardie week die maksimum getal gewone ure wat in klousule 6 (1) voorgeskryf is, of minder gewerk het.

(5) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag hetsy 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 vir sy eie klas; of
- (b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

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

- (i) In die geval in paragraaf (a) genoem, vir elke uur teen 'n skaal gelyk aan die hoër weekloon, gedeel deur die getal gewone werkure wat deur die werknemer in 'n week gewerk word;
- (ii) in dié geval in paragraaf (b) genoem, vir elke uur teen 'n skaal gelyk aan die weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf word, plus 30 persent, gedeel deur die getal gewone werkure wat die werknemer in 'n week werk; met dien verstande dat die werknemer nie ten opsigte van die dag waarop hy die werk verrig, op 'n totale bedrag geregtig is nie wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou wees teen die loonskaal wat vir hom in subklousule (1) voorgeskryf word;

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

(6) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is maandeliks betaal word, moet die bedrag van die loon bereken word teen die skaal van 4½ maal sy weekloon.

#### 5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer*.—Uitgesonderd soos bepaal in klousule 7 (3), moet lone en lewenskostoelae, asook ander bedrae verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant betaal word gedurende die werkure of binne vyftien minute na beëindiging van die werk op Donderdag of Vrydag, na gelang van die gewone betaaldag van die betrokke inrigting, of by diensbeëindiging indien dit voor die gewone betaaldag geskied. Lone en ander bedrae moet in 'n verseëlde kovert of ander houer wees en vergesel gaan van 'n skriftelike staat wat deur die werknemer bewaar moet word, en wat die volgende aantoon:—

- (a) Naam van werkgewer.
- (b) Naam van werknemer of betaalstaatsnommer.
- (c) Beroep of graad van werknemer.
- (d) Basiese loon.
- (e) Lewenskostoelae.
- (f) Tydperk ten opsigte waarvan betaling geskied.
- (g) Getal gewone en oortydure gewerk.
- (h) Bedrae verskuldig vir gewone ure en oortyd gewerk—afsonderlik aangedui.
- (i) Bykomende bedrae betaal (bv. bonusse, ens.).
- (j) Besonderhede van aftrekkings deur werkgewer gedoen.
- (k) Werklike bedrag wat aan die werknemer betaal is.

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

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

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

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

(6) *Boetes en aftrekkings*.—'n Werkgewer kan sy werknemer geen boetes ople, 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 voorbehoud by klousule 8 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry.
- (b) Uitgesonderd waar dit anders in hierdie Ooreenkoms bepaal word, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het, wanneer die werknemer ook al van sy werk afwesig is.

- (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 Area) 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.....             | 0         | 3  | 0  | R0.30      | 0  | 13 0   |
| Lodging.....           | 0         | 2  | 0  | R0.20      | 0  | 8 8    |
| Board and lodging..... | 0         | 5  | 0  | R0.50      | 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—
- (i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than four hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short-time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.
- (g) With the written consent of the employee, a deduction for subscriptions to the Food and Canning Workers' Union.

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

- (1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee shall not exceed—
- (i) forty-six hours in any week from Monday to Saturday, inclusive;
- (ii) eight hours in any day, unless the hours on one day do not exceed five in which case the hours on the other days shall not exceed eight and a half on any day, if by such extension the ordinary hours of work do not exceed forty-six in any week.

(2) The ordinary hours of work of a casual employee shall not exceed eight and a half 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.

(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;

(c) 'n Afrekkings van enige bedrag wat 'n werkgewer by 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om te maak.

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

(e) As 'n werknemer toestem, of verplig is om kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, etes en huisvesting van sy werkgewer aan te neem, 'n afrekkings van hoogstens die bedrae hieronder genoem:—

|                          | Per week. |    |    | Per maand. |    |        |
|--------------------------|-----------|----|----|------------|----|--------|
|                          | £         | s. | d. | £          | s. | d.     |
| Etes.....                | 0         | 3  | 0  | R0.30      | 0  | 13 0   |
| Huisvesting....          | 0         | 2  | 0  | R0.20      | 0  | 8 8    |
| Etes en huisvesting..... | 0         | 5  | 0  | R0.50      | 1  | 1 8    |
|                          |           |    |    |            |    | R2.16½ |

(f) Ingeval die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd verminder word, ten opsigte van elke uur van daardie vermindering, 'n afrekkings van die werknemer se weekloon gedeel deur die getal gewone ure wat daardie werknemer in 'n week werk; met dien verstande dat geen afrekkings gemaak mag word nie—

(i) in die geval van korttyd wat veroorsaak word deur 'n tydelike slappe in die bedryf, of tekort aan grondstowwe of vervoer, tensy die werkgewer sy werknemer minstens vier uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat veroorsaak word deur ongunstige weersgesteldheid, of 'n algemene onklaar-raking van installasie of masjinerie as gevolg van ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer 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 afrekkings vir ledegeld aan die Food and Canning Workers' Union.

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

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

- (i) 46 uur in 'n week van Maandag tot en met Saterdag;
- (ii) agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae hoogstens 8½ op 'n dag moet wees, indien die gewone werkure deur sodanige verlenging nie 46 in 'n week oorskry nie.

(2) Die gewone werkure van 'n los werknemer mag hoogstens 8½ uur per dag wees.

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

- (i) as sodanige pouse langer as een uur duur, alle tyd bo 1½ uur as gewone werkure gereken word;
- (ii) werktydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, as aaneenlopend gereken moet word.

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

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

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

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

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

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

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

- (a) tussen 6-uur n.m. en 6-uur v.m. te werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur n.m. te werk nie;
- (c) meer as twee uur op 'n dag of op meer as drie agtereenvolgende dae oortyd te werk nie;



- (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 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 to his employee in respect of all overtime worked by him remuneration at a rate of not less than one and one-third times his ordinary wage; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

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

#### 7. ANNUAL LEAVE.

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

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

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

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

- (i) if such leave has 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 such 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 grade V 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 amount referred to in sub-clauses (1) and (4).

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

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

(ii) "Employment" for the purposes of this clause shall be deemed to commence—

- (a) 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;

- (d) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—
  - (i) die werknemer voor 12-uur middag daarvan in kennis gestel het; of
  - (ii) aan die werknemer 'n toereikende ete verskaf het voordat die oortyd begin; of
  - (iii) aan die werknemer betyds 2s. betaal het om haar in staat te stel om 'n ete te verkry voordat die oortyd moet begin.

(9) *Betaling vir oortyd.*—'n werkgever moet sy werknemer ten opsigte van al die oortyd, wat hy gewerk het, besoldiging betaal teen minstens 1½ maal sy gewone loon; met dien verstande dat as in 'n week oortyd wat op 'n daelike basis bereken is, verskil van oortyd wat op 'n weeklikse basis bereken is, die basis wat die grootste bedrag vir oortyd gedurende daardie week gee aanvaar moet word.

(10) *Voorbehoudsbepalings.*—Die bepalinge van die klousule is nie van toepassing op 'n wag 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 onklaar-raking van installasie of masjinerie of ander onvoorsiene nood-geval nie.

#### 7. JAARLIKSE VERLOF.

(1) Uitgesonderd soos bepaal in subklousule (2) moet 'n werk-gegewer sy werknemer ten opsigte van elke volle jaar diens by hom—

- (a) drie agtereenvolgende weke verlof in die geval van 'n wag toestaan;
  - (b) twee agtereenvolgende weke verlof in die geval van elke ander werknemer toestaan;
- met volle besoldiging teen die skaal van besoldiging wat hy ontvang het onmiddellik voordat hy met verlof gegaan het.

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

- (i) as die 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 die verlof nie mag saamval met siekte-verlof wat ingevolge klousule 8 toegestaan is nie, nog met 'n tydperk wanneer die werknemer verplig is om militêre opleiding te ondergaan;
- (iii) as Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van die verlof val, nog 'n dag in die plek van elkeen van dié dae by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (iv) 'n werkgever elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrek-king het, op sy werknemer se skriftelike versoek met volle besoldiging aan sy werknemer toegestaan is, van die tyd-perk van verlof kan aftrek;
- (v) 'n werkgever en sy graad V-werknemer skriftelik kan oor-eenkom dat jaarlikse verlof oor 'n dienстыdperk van hoog-stens twee agtereenvolgende jare mag oploop.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgever eindig voordat die verloftydperk, genoem in subklousule (1), opgeloopt het, moet, behoudens die bepalinge van die vierde voorbehoud by sub-klousule (2) by dié 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 betaal word wat hy onmiddellik voor die datum van daardie beëindiging ontvang het.

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

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

- (a) ooreenkomstig subklousule (i) met verlof afwesig is;
- (b) verplig is om militêre opleiding mee te maak;
- (c) op las of versoek van sy werkgever van sy werk afwesig is;
- (d) ooreenkomstig klousule 8 met siekteverlof afwesig is—

wat altesaam in enige jaar hoogstens tien weke ten opsigte van items (a), (c) en (d) bedra, plus die tydperk van enige militêre opleiding in dié jaar ondergaan.

(ii) Dit word beskou dat „diens” ten opsigte van hierdie klousule soos volg begin—

- (a) in die geval van 'n werknemer wat voordat hierdie Ooreen-koms van krag geword het, op verlof kragtens 'n wet geregtig geword het, vanaf die datum waarop die werk-nemer laas op verlof kragtens dié wet geregtig geword het;

- (b) 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;
- (c) 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 employee who has completed one month's employment with the same employer and who is absent from work through sickness or accident other than—

- (a) sickness or accident caused by the employee's own neglect or misconduct;
- (b) an accident falling within the provisions of the Workmen's Compensation Act, 1941;

shall be entitled to and be granted—

- (i) in the case of an employee who works a six-day week twelve workday's sick leave on full pay; and
- (ii) in the case of a watchman who works a seven-day week fourteen work days' sick leave on full 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; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further that where, in any factory, there exists or may be established by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

(2) 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.

(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.

*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;
- (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;

provided that an employee, other than a casual employee, who has worked on two consecutive Sundays shall not be required or permitted to work on the following Sunday.

(b) 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 dié diens begin het;

(c) in die geval van alle ander werknemers, vanaf die datum waarop hy by sy werkgever in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het.

#### 8. SIEKTEVERLOF.

(1) 'n Werknemer wat een maand by dieselfde werkgever in diens was, en dan van sy werk afwesig is weens siekte of ongeluk, uitgesonderd—

- (a) siekte of 'n ongeluk wat deur sy eie nalatigheid of wangedrag veroorsaak is;
- (b) 'n ongeluk wat binne die bepalings van die Ongevallewet, 1941, val;

is geregtig op, en aan hom moet die volgende toegestaan word:

- (i) in die geval van 'n werknemer wat 'n sesdaagse week werk, 12 werkdag siekteverlof met volle besoldiging; en
- (ii) in die geval van 'n wag dat 'n sewedaagse week werk, 14 werkdag siekteverlof met volle besoldiging;

altesame gedurende 'n diensjaar by sy werkgever en aan hom moet ten opsigte van die tydperk van afwesigheid ingevolge die bepalings hiervan, minstens die loon betaal word wat hy sou ontvang het as hy gedurende die tydperk gewerk het; met dien verstande dat die werkgever kan eis dat 'n sertifikaat getoon moet word wat geteken is deur 'n geregistreerde geneesheer, waarin die aard en die duur van die siekte van die werknemer vermeld word ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word; voorts met dien verstande dat as daar ingevolge 'n ooreenkoms tussen die werkgever en sy werknemers of tussen 'n werkgever en 'n behoorlik geregistreerde vakvereniging, 'n siektebystand- of voorsorgsfonds in 'n fabriek bestaan of gestig gaan word waaraan die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra gelyk aan minstens dié wat deur elkeen van die werknemers betaal word of betaalbaar is, en uit welke fonds 'n werknemer ingeval van afwesigheid of afwesighede van werk weens siekte of ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, 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 bepalings van hierdie klousule nie van toepassing is nie.

(2) 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 besoldiging 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 sulke dae te werk.

(2) *Betaling vir werk op openbare vakansiedae.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer of 'n wag op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke dag minstens die loon wat in subklousule (1) genoem word, 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 werkgever hom vir elke sodanige 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.

*Betaling vir werk op Sondae.*—Wanneer 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet sy werkgever hom of—

- (a) 'n loon betaal van minstens dubbel die loon aan hom betaalbaar ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, of 'n loon van minstens dubbel die gewone loon wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die grootste;
- (b) of vir elke uur of gedeelte van 'n uur wat aldus gewerk word minstens 1½ maal sy gewone loon betaal ten opsigte van die hele tydperk wat op daardie Sondag gewerk word en hom binne sewe dae vanaf dié Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldig teen 'n skaal van minstens sy gewone loon asof hy op die verlofdag sy gemiddelde gewone getal ure vir daardie dag van die week gewerk het;

met dien verstande dat 'n werknemer, uitgesonderd 'n los werknemer, wat op twee agtereenvolgende Sondae gewerk het, nie verplig of toegelaat mag word om op die daaropvolgende Sondag te werk nie.



# 10. PROPORTION OR RATIO.

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

# 11. PIECEWORK AND/OR WAGE INCENTIVES.

(1) Save as provided in clause 5 (6) an employer shall pay to his employee employed on piece-work and/or wage incentive work not less than—

- (a) in the case of an employee, other than a casual employee, in respect of each week in which piece-work is performed the weekly wage prescribed in clause 4 (1) read with clause 5 (6) for an employee of his class;
- (b) in the case of a casual employee, in respect of each day on which piece-work is performed, the wage prescribed in clause 4 (1) for a casual employee.

(2) Where piece-work rates or wage incentives are introduced in any department there shall be consultation with representatives of the trade union within two weeks of the introduction of such systems.

(3) The employer shall keep posted up in a conspicuous place in his factory a schedule of the piece-work rates and/or wage incentives referred to in sub-clause (2), and shall not reduce such rates and/or wage incentives unless he has given his employees not less than two weeks' notice of the proposed alteration.

# 12. OVERALLS, PROTECTIVE CLOTHING AND CUTLERY.

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

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

# 13. TRADE UNION FACILITIES.

(1) An employer shall permit the General Secretary and/or Chairman of the trade union to enter his rest rooms (provided no meetings are held therein) from time to time during the lunch-hour, for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) distributing notices, calling meetings by the trade union.

(2) The General Secretary and/or Chairman shall notify the employer or his authorised representative of his or her intention to visit the rest room as provided in sub-clause (1).

(3) An employer shall permit Shop Stewards appointed by the trade union, in writing, from employees of the firm, to collect members' contributions to the trade union on the employer's premises but not in working areas of the factory, during or after the weekly pay out of wages; provided that on any occasion, when the duties of a Shop Steward prevent him from collecting, a duly appointed alternate who shall be an employee of the firm and a member of the trade union may collect such trade union subscription.

# 14. 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 weighs more than—

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

# 15. CERTIFICATES OF SERVICE.

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

# 10. GETALSVERHOUDING.

Die werkgewer moet op elke skof 'n gekwalifiseerde graad I-werknemer en 'n gekwalifiseerde graad II-werknemer in diens hê voordat hy onderskeidelik 'n ongekwalifiseerde graad I-werknemer of 'n ongekwalifiseerde graad II-werknemer in diens neem, en hy moet minstens een gekwalifiseerde graad I-werknemer en een gekwalifiseerde graad II-werknemer in diens hê vir elke twee ongekwalifiseerde graad I-werknemers of ongekwalifiseerde graad II-werknemers wat onderskeidelik deur hom in diens geneem word.

# 11. STUKWERK EN/OF AANSPORINGSLOONE.

(1) Uitgesonderd soos bepaal in klousule 5 (6) moet 'n werkgewer sy werknemer wat stukwerk en/of aansporingsloonwerk verrig, minstens die volgende besoldiging 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), gelees met klousule 5 (6), vir 'n werknemer van sy klas voorgeskryf word;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die loon wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

(2) Waar stukwerkskale of aansporingslone deur enige afdeling ingevoer word, moet daar binne twee weke na die invoering van sulke stelsels samesprekings plaasvind met verteenwoordigers van die vakvereniging.

(3) Die werkgewer moet op 'n opvallende plek in sy fabriek 'n lys van die stukwerkskale en/of aansporingslone genoem in subklousule (2), vertoon hou, en hy mag daardie skale en/of aansporingslone nie verlaag nie, tensy hy sy werknemers minstens twee weke kennis van die voorgename wysiging gegee het.

# 12. OORPAKKE, BESKERMENDE KLERE EN SNYGEREEDSKAP.

(1) 'n Werkgewer moet oorpakke en/of beskermende klere of snygereedskap wat hy van sy werknemer mag vereis om te dra of te gebruik 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, terselfdertyd as die betaling van sy besoldiging, 1s. per week betaal.

(2) Alle uniforms, oorpakke, beskermende klere en snygereedskap wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgewer en mag nie van die werknemer se werkplek verwyder word nie, uitgesonderd op magtiging van die werkgewer.

# 13. VAKVERENIGINGGERIEWE.

(1) 'n Werkgewer moet die Algemene Sekretaris en/of die Voorsitter van die vakvereniging toelaat om van tyd tot tyd gedurende die etensuur sy ruskamers binne te gaan (mits daar geen vergaderings daarin gehou word nie) vir die doel om

- (a) werknemers in verband met sake van die vakvereniging te spreek;
- (b) nuwe lede te werf;
- (c) kennisgewings te versprei van vergaderings deur die vakvereniging belê.

(2) Die algemene Sekretaris en/of Voorsitter moet die werkgewer of sy gemagtigde verteenwoordiger in kennis stel van sy of haar voorneme om die ruskamer te besoek, soos bepaal in subklousule (1).

(3) 'n Werkgewer moet verteenwoordigers van die vakvereniging wat skriftelik deur genoemde vereniging aangestel is uit werknemers van die firma, toelaat om lede se bydraes aan die vakvereniging gedurende of na die weeklikse uitbetaling van lone op die werkgewer se perseel in te vorder, maar nie in die werkgebiede van die fabriek nie; met dien verstande dat by enige geleentheid wanneer die pligte van 'n verteenwoordiger van die vakvereniging verhoed dat hy dié bydraes invorder, 'n behoorlik aangestelde plaasvervanger, wat 'n werknemer van die firma en 'n lid van die vakvereniging moet wees, sodanige vakverenigingsledegeld mag kan invorder.

# 14. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR EN VROUE IN SEKERE WERK.

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

(2) Geen vroulike werknemer mag verplig word om enige houër wat meer as die volgende weeg, te dra of op te stapel nie:—

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

# 15. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n los werknemer, aan die werknemer 'n dienssertifikaat uitreik waarop die werkgewer 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, vermeld word.

## 16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee other than a casual employee shall give not less than twenty-four hour's 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 and six in the case of an employee who works a six-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 effect—

(i) the right of 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 military training.

Signed at Cape Town this twelfth day of October, 1960.

E. HURTER, *Chairman.*

A. LOUDON,  
Duly Authorised Representative  
(Employer).

L. ABRAHAMS,  
Duly Authorised Representative  
(Employees).

A. I. FORSTER, *Secretary.*

Witnesses:

M. C. Barnard.

J. J. Blignaut.

No. 718.]

[12 May 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. 717 of the 12th May, 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.

## 16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens 24 uur opsegging en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of in plaas daarvan die volgende betaal of verbeur:—

(a) In die geval van opsegging van 24 uur, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, en deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk;

(b) in die geval van diensopsegging van 'n week, minstens die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het;

met dien verstande dat dit nie inbreuk op onderstaande maak nie—

(i) die werkgewer of die werknemer se reg om die diens sonder voorafgaande opsegging te beëindig om 'n rede wat wetlik as voldoende erken word;

(ii) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir albei partye en vir langer as een week.

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

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

Op hede die twaalfde dag van Oktober 1960, te Kaapstad onderteken.

E. HURTER, *Voorsitter.*

A. LOUDEN,  
Behoorlik gemagtigde verteenwoordiger  
(Werkgewer).

L. ABRAHAMS,  
Behoorlik gemagtigde verteenwoordiger  
(Werknemers).

A. I. FORSTER, *Sekretaris.*

Getuies:

M. C. Barnard.

J. J. Blignaut.

No. 718.]

[12 Mei 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 of Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Vruchte- en Groente-inmaaknywerheid, gepubliseer by Goewermentskennisgewing No. 717 van 12 Mei 1961 oor die algemeen vir persone wie se werkeure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,  
Adjunk-minister van Arbeid.