



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 430 21 Maart 1969

WET OP NYWERHEIDSVERSOENING, 1956

VRUGTE- EN GROENTE-INMAAKNYWERHEID

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

(a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vrugte- en Groente-inmaaknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1971 eindig, bindend is vir die werkgewers en die vakvereniging wat die Ooreenkoms aangaan het en vir die werknemers wat lede van daardie vereniging is;

(b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 13 en 14, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1971 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Boksburg, Johannesburg, Caledon, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester; en

(c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g), 13 en 14, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1971 eindig, in die landdrosdistrikte Boksburg, Johannesburg, Caledon, Montagu, Mosselbaai, Paarl, Port Elizabeth, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester *mutatis mutandis* bindend is vir alle Bantoes in diens

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 430 21 March 1969

INDUSTRIAL CONCILIATION ACT, 1956

FRUIT AND VEGETABLE CANNING INDUSTRY.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a), as applied by section 48 (9) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Fruit and Vegetable Canning Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 May 1971, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;

(b) in terms of section 48 (1) (b), as applied by section 48 (9) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 13 and 14, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 May 1971, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Boksburg, Johannesburg, Caledon, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Strand, Tulbagh, Wellington and Worcester; and

(c) in terms of section 48 (3) (a), as applied by section 48 (9), of the said Act, declare that in the Magisterial Districts of Boksburg, Johannesburg, Caledon, Montagu, Mossel Bay, Paarl, Port Elizabeth, Somerset West, Strand, Tulbagh, Wellington and Worcester and from the second Monday after the date of publication of this notice and for the period ending 31 May 1971, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 13 and 14, shall *mutatis mutandis* be binding upon all

in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgewers ten opsigte van Bantoes in hulle diens.

M. VILJOEN,
Minister van Arbeid.

VERSOENINGSRAAD VIR DIE VRUGTE- EN GROENTE-INMAAKNYWERHEID

OOREENKOMS

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

Ashton Canning Co. (Pty) Ltd,
Brink Bros Canning Factory Ltd,
Deepfreezing and Preserving (Pty) Ltd,
David Graaff Foods Ltd (Eagle Canning Co.),
Gant's Foods (Pty) Ltd,
Highlands Canning (Pty) Ltd,
H. Jones & Co. (S.A.) Ltd,
Langeberg Co-operative Ltd,
Oakglen Canning Co. (Pty) Ltd,
Rhodes Fruit Farms Ltd, en
South African Preserving Co. (Pty) Ltd,

(hieronder die "werkgewers" genoem), aan die een kant, en
The Food and Canning Workers' Union,
(hieronder die "werknemers" genoem), aan die ander kant.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

Transvaal.—Die landdrostrikte Boksburg en Johannesburg.

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal word, en bly van krag tot 31 Mei 1971.

3. WOORDOMSKRYWING

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

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

"ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordoms krywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmense, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet, en sluit dit ook 'n kuiper in;

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

"outomatiese blikverpakkingsmasjien" 'n masjien wat geëtiketteerde blikke in kartondose inpak;

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

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

Bantu employed in the said industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

CONCILIATION BOARD FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY

AGREEMENT

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

Messrs:—

Ashton Canning Co. (Pty) Ltd,
Brink Bros Canning Factory Ltd,
Deepfreezing and Preserving (Pty) Ltd,
David Graaff Foods Ltd (Eagle Canning Co.),
Gant's Foods (Pty) Ltd,
Highlands Canning (Pty) Ltd,
H. Jones & Co. (S.A.) Ltd,
Langeberg Co-operative Ltd,
Oakglen Canning Co. (Pty) Ltd,
Rhodes Fruit Farms, Ltd, and
South African Preserving Co. (Pty) Ltd,

of the one part (hereinafter referred to as the "employers") and
The Food and Canning Workers' Union

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

1. AREA AND SCOPE OF OPERATION OF AGREEMENT

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

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

Transvaal.—The Magisterial Districts of Boksburg and Johannesburg.

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in operation until 31 May 1971.

3. DEFINITIONS

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

"ammonia compressor plant attendant" means an employee who is in charge of an ammonia compressor plant;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act and includes a cooper;

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

"automatic can casing machine" means a machine used for filling labelled cans into cartons;

"automatic carton sealing and compressing machine" means a machine used for glueing the flaps of filled cartons and the compressing thereof;

"automatic can labelling machine attendant" means an employee who is in charge of an automatic can labelling machine and for the purposes of this clause "in charge of" means responsible for the operation of the machine;

"bediener van 'n outomatiese dubbelnaatmasjien" 'n werknemer wat in beheer is van 'n outomatiese dubbelnaatmasjien, en vir die toepassing van hierdie woordskrywing beteken "in beheer van" die verantwoordelikheid vir die werking van die masjien;

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

"bediener van 'n kis-entendrukmasjien" 'n werknemer wat 'n kis-entendrukmasjien bedien en wie se werk die set en rangskikking van letters en syfers vir die drukwerk op houtkis-enté insluit;

"blikkiespakker" 'n werknemer wat bereide vrugte of groente met die hand volgens grootte en/of kwaliteit sorteer terwyl sulke produkte gewas en in blikkies of bottels verpak word, en sluit dit ook 'n werknemer in wat vleis en/of worsies in blikkies pak; maar dit sluit nie 'n werknemer in wat vreemde stowwe of besoedelde gedeeltes uit vrugte of groente verwyder nie;

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

"blikkiestoets" 'n werknemer wat lê blikke gedurende die vervaardiging van oopklopblikke met die hand vir lekplekke onder druk in water toets;

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

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

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

"ondervoorvrou" 'n vroulike werknemer in die landdrosdistrik Caledon wat onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, voorvrou of toesighouer oor 'n groep graad V-werknemers toesig hou;

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

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

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

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

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

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

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

"ingenieursassistent" 'n werknemer, uitgesonderd 'n ambagsman, 'n masjienfaktotum of 'n vakleerling, wat ingenieurswerk onder toesig van 'n ambagsman, 'n masjienfaktotum of 'n vakleerling kan verrig, dog dit sluit nie 'n werknemer in wat 'n ambagsman, 'n masjienfaktotum of 'n vakleerling slegs as arbeider bystaan nie;

"ondervinding", met betrekking tot 'n voedselkoker, 'n fabrieksklerk, 'n graad I-werknemer, 'n graad IA-werknemer of 'n graad II-werknemer, die totale tydperk of tydperke wat die werknemer onderskeidelik as 'n voedselkoker, 'n fabrieksklerk, 'n graad I-werknemer, 'n graad IA-werknemer of 'n graad II-werknemer in die Groente- en Vrugte-inmaaknywerheid;

"automatic double seaming machine attendant" means an employee who is in charge of an automatic double seaming machine and for the purpose of this definition 'in charge of' means responsible for the operation of the machine;

"boiler attendant" means an employee who is engaged in maintaining the water level and steam pressure in a boiler and who may fire such boiler;

"box-end printing machine operator" means an employee engaged in operating a box-end printing machine and whose duties include setting or arranging letters or numbers for printing wooden box-ends;

"can packer" means an employee engaged in hand grading prepared fruit or vegetables according to size and/or quality, whilst washing and filling such products into cans or bottles, and includes an employee engaged in packing meats and/or sausages into cans; but excludes an employee who removes foreign blemished matter from fruit or vegetables;

"canteen cook" means an employee other than a 'soup cooker' who is engaged in and responsible for cooking meals for a canteen;

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

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

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

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

"chargehand, female" means a female employee in the Magisterial District of Caledon, who under the supervision of a factory foreman, assistant factory foreman, departmental foreman, forewoman, or supervisor is in charge of a group of grade V employees;

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

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

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

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

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

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

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

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

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

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

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

Etikette uitreik en aantekening daarvan hou;
bestellings bymeekaarmaak;
aantekening hou van die hoeveelhede en/of gewig van goedere wat verbruik word;
goedere afweeg;
aantekening hou van die tye wat deur werknemers gewerk is;
aantekening hou van stukwerkverdiens;
tyd- en stukwerk ter voorbereiding van die loonklerk se berekenings nagaan;

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

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

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

"fabrieksvurkhuyswabeestuurder" 'n werknemer, uitgesonderd 'n fabrieksvragwabeestuurder of 'n bestuurder van 'n nywerheidstrekker, wat 'n meganiese aangedrewe vurkhuyswa bestuur wat trekker, wat 'n meganiese aangedrewe vurkhuyswa bestuur wat binne die fabriekperseel en/of tussen die persele wat die werk-gewer gebruik en wat hoogstens 100 jaart uitmekaar is; en vir die toepassing van hierdie woordskrywing sluit "bestuur" alle tydperke in waarin daar bestuur word, asook alle tyd onderwyl die bestuurder toesig het oor die voertuig om besig met werk in verband met die voertuig of vraag, en alle tydperke wat hy op sy pos moet bly, gereed om te bestuur;

"fabrieksvragwabeestuurder" 'n werknemer, uitgesonderd 'n bestuurder van 'n fabrieksvurkhuyswa of 'n bestuurder van 'n nywerheidstrekker, wat binne die fabriekperseel en/of tussen die fabriekpersele wat die werk-gewer gebruik en wat hoogstens 100 jaart uitmekaar is, 'n meganiese aangedrewe vragwa bestuur, en vir die toepassing van hierdie woordskrywing sluit "bestuur" alle tydperke in waarin daar bestuur word, asook alle tyd onderwyl die bestuurder toesig het oor die voertuig of besig is met werk in verband met die voertuig of vraag, en alle tydperke wat hy op sy pos moet bly, gereed om te bestuur;

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

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

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

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

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

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

"voorrufrou" 'n vroulike werknemer, in die landdrosdistrik Port Elizabeth, wat onder toesig van 'n fabrieksvorman of assistentfabrieksvorman of afdelingsvorman toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in 'n fabriek, en wat oor dié werknemers beheer uitoefen en vir die doeltreffende verrigting van hul werk verantwoordelik is;

"Vruchte- en Groente-inmaaknywerheid" die nywerheid waarin die werk-gewer en sy werknemers met mekaar geassosieer is in 'n fabriek waar enigeen van ondergenoemde produkte vervaardig word:—

(a) Fynkonfyt, marmelade, jellie, konfyt, ingemaakte vrugte en/of groente, ingemaakte vrugte- en/of groentekonsentrate, -sappe en -moes, sop, tamatiesous en gekookte spaghetti, vleis en/of worsies wat deur hitte kan bederf word in lugdig verseelde houers wat uitsluitlik van blik of glas gemaak is;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Jam, marmalade, jellies, preserves, canned fruit and/or canned vegetables, fruit, and/or vegetable concentrates, juices and pulp, soups, tomato sauce and cooked spaghetti, meat and/or sauces, which are preserved by heat against decay in hermetically sealed containers made wholly or partly of tinsplate or glass;

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

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

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

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

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

- (1) Bediener van 'n ammoniakpersinstallasie;
- (2) bediener van 'n outomatiese botteletikettermasjien;
- (3) bediener van 'n outomatiese bliketikettermasjien;
- (4) bediener van 'n outomatiese dubbelnaatmasjien;
- (5) kuip- en vadersteller;
- (6) bestuurder van 'n fabrieksvurkhuyswa;
- (7) bestuurder van 'n fabrieksvragwa;
- (8) kloptoetser;
- (9) sapuitdrukker;
- (10) laboratoriumassistent;
- (11) bediener van 'n blikvernismasjien;
- (12) toesighouer by loogindoping;
- (13) 'n masjien wat houers met ertjies vul en dit pekel;
- (14) bediener van 'n retortdrukkoker;
- (15) stroopmaker;
- (16) bediener van 'n vakuumpookinstallasie en/of bediener van 'n verdamper;

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

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

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

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

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

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

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

- (1) Verversingslokaalkok;
- (2) knipper;
- (3) bediener van 'n dubbelnaatmasjien;
- (4) elektrotegniese assistent;
- (5) handetiketterder;
- (6) drywer van 'n nywerheidstrekker;
- (7) Kellytoestel-bestanddeelluitemeter;
- (8) bediener van 'n loogindoopmasjien en -installasie;
- (9) platkissies of kissies van ongesaagde materiaal maak;
- (10) afmeter;
- (11) opsigter van 'n perskeontpit- of herontpitmasjien;
- (12) opsigter van 'n masjien wat pere skil en die klokhuise uithaal;

(13) met die hand soldeer;

(14) sjabloonsnyer;

(15) een of meer van die volgende kragangedrewe masjiene bedien en/of toesig daaroor hou:—

- (a) Outomatiese bottelvuller en/of toekurker;
- (b) outomatiese bottelwasser en/of steriliseerder;
- (c) outomatiese kartonhouerverseelaar en saamperser;
- (d) outomatiese omklinkmasjien;
- (e) outomatiese dubbelnaatmasjien (by die maak van blikkies);
- (f) outomatiese flensmasjien;
- (g) outomatiese buigmasjien;
- (h) outomatiese blikrolmasjien;
- (i) kis-entdrukker;
- (j) kistoepykermasjien;

(b) glacé and crystallised fruits (other than dried or minced fruits), dehydrated or similarly processed fruits and vegetables (other than sun or kiln dried deciduous fruits) packed in hermetically sealed containers made wholly or partly of tinplate or glass or other types of containers and preserved by methods other than heretofore defined;

(c) tinplate containers manufactured by an employer engaged in the manufacture of any of the above products;

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

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

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

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

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

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

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

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

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

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

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

- (1) Canteen cook;
- (2) clipper;
- (3) double seamer feeder;
- (4) electrical assistant;
- (5) hand labeller;
- (6) industrial tractor driver;
- (7) Kelly plant ingredient dispenser;
- (8) lye scalding machine and plant operator;
- (9) making trays or boxes from uncut material;
- (10) measurer;
- (11) peach pitting or repitting machine supervisor;
- (12) pear peeling and coring machine supervisor;
- (13) soldering by hand;
- (14) stencil cutter;
- (15) operating and/or attending one or more of the following power-driven machines:—

- (a) Automatic bottle filling and/or corking;
- (b) automatic bottle washing and/or sterilising;
- (c) automatic carton sealing and compressing;
- (d) automatic clinching;
- (e) automatic double seamer (in can making);
- (f) automatic flanging;
- (g) automatic flexing;
- (h) automatic tinplate roller;
- (i) box-end printing;
- (j) box nailing;

- (k) sentrifugeermasjien;
- (l) 'n masjien wat sitrusvrugte outomaties in kwarte of halwes sny;
- (m) 'n masjien wat mielies afsny, meng, afbaard, was en afblaar;
- (n) hidrostatiese koker;
- (o) konfythys, 'n masjien wat houers met konfyt vul of wat konfyt afkoel;
- (p) 'n masjien wat waatlemoen in blokkies sny;
- (q) 'n masjien wat pynappel sny, afskil en die binnestes uithaal;
- (r) 'n masjien wat pynappels in skywe sny;
- (s) 'n masjien wat moes berei en/of opbreek;
- (t) nie-outomatiese dubbelnaatmasjien;
- (u) nie-outomatiese kragpers;
- (v) nie-outomatiese oopsnymasjien;
- (w) 'n masjien wat groente kerf of dit in skyfies of blokkies sny;

(x) 'n masjien wat afdraad en uitdop;
 "graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens ses maande ondervinding;
 "graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer met minder as ses maande ondervinding;

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

- (1) Kiste en/of ander houers vasbind en/of bande met behulp van 'n draadklemmasjien daarom sit;
- (2) ingenieursassistent;
- (3) stoker;
- (4) handetiketteerder;
- (5) bediener van 'n passasiershysbak;
- (6) weeg op 'n skaal met 'n ronde wyserplaat;
- (7) een of meer van die volgende kragaangedrewe masjiene bedien en/of toesig daaroor hou:—

- (a) Outomatiese blikkiestroopvulmasjien;
- (b) masjien wat blikkies vernis;
- (c) masjien wat fynkap en versnipper;
- (d) palletaflaaier;
- (e) afvoerpot;
- (f) waatlemoen skil en in repies sny;
- (g) maalmasjien;
- (h) menger en/of klopper;
- (i) perskeontpit- of -herontpitmasjien;
- (j) masjien wat pere skil en die klokhuise uithaal;
- (k) voorverhittingsmasjien;
- (l) voorbereidingsgradeermasjien (gesnyde of vars vrugte);
- (m) pompmasjien;
- (n) sifmasjien;
- (o) krammasjien;
- (p) groenteskilmasjien;

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

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

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

- (1) Help op bestelwaens, uitgesonderd die dryf of herstel daarvan;
- (2) kiste of ander houers vasbind of houers daarom vasslaan maar nie met 'n draadklemmasjien nie;

- (k) centrifuge;
- (l) citrus automatic quartering or halving;
- (m) corn cutting, mixing, silking, washing and husking;
- (n) hydrostatic cooker;
- (o) jam elevator, jam filling or jam cooling;
- (p) melon dicing;
- (q) pineapple cutting, peeling and coring;
- (r) pineapple slicing;
- (s) pulping and/or disintegrating;
- (t) non-automatic double seaming;
- (u) non-automatic power-press;
- (v) non-automatic slitter;
- (w) vegetable cutting, slicing or dicing;
- (x) vining and hulling.

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

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

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

- (1) Binder and/or strapper of boxes and/or other containers using a wire-tieing machine;
- (2) engineering assistant;
- (3) fireman;
- (4) hand bottle labeller;
- (5) passenger lift attendant;
- (6) weighing with circular dial scale;
- (7) operating and/or attending one or more of the following power-driven machines:—

- (a) Automatic can-syruping;
- (b) can lacquering;
- (c) shipping and shredding;
- (d) depallitiser;
- (e) exhaust-box;
- (f) melon peeling and stripping;
- (g) mincing;
- (h) mixing and/or beating;
- (i) peach pitting or repitting machine;
- (j) pear peeling and coring machine;
- (k) pre-heating;
- (l) preparation grading machine (cut or fresh fruit);
- (m) pumping;
- (n) sieving;
- (o) stapling;
- (p) vegetable peeling;

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

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

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

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

- (3) persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (4) neute of pitte kraak;
- (5) artikels, uitgesonderd briewe, te voet of per fiets, driewieler of handvoertuig aflewer;
- (6) gesnyde of ongesnyde vrugte en/of groente in water indooip;
- (7) houers leegmaak, maar nie konfytpanne nie;
- (8) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerbande of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjiens voer nie;
- (9) blikkies, kuipe, sakke of ander houers met die hand vul, maar nie ook blikkiesverpakking nie;
- (10) kleefetikette met die hand aan blikkies heg;
- (11) houers of papier vou;
- (12) met die hand fynmaak, maal of tot moes maak;
- (13) uitskep;
- (14) goedere of ander verskuifbare artikels laai of aflaai, optel, dra, verplaas of stapel;
- (15) bondels plankies, losmaak, platkissies, kratte of kiste met die hand uit plankies of voorbereide materiaal aanmeekaarsit en aanmeekaarspyker;
- (16) vuurmaak, vure aan die brand hou of uittrek, uitgesonderd in stoomketels, of afval en as verwyder;
- (17) tee of dergelike drankie maak;
- (18) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (19) onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, ambagsman, toesighouer of masjienbediener, krane en kleppe oopmaak of toemaak;
- (20) deure, vensters, boligte, kiste, sakke, bale, dromme of ander verpakking oopmaak, verseel of toemaak;
- (21) 'n handhyser bedien;
- (22) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (23) bereide, rou, geblansjeerde of verhitte vrugte of groente in houers of bottels verpak, maar nie blikkiesverpakking nie;
- (24) 'n handvoertuig of -trek stoot of trek;
- (25) sap uit sitrusvrugte pers;
- (26) pitte met die hand uit vrugte verwyder;
- (27) plat kissies, kratte of kiste met die hand met klaarbereide materiaal herstel;
- (28) rubberstempels aanwend;
- (29) ertjies, boontjies of ander groente met die hand uitdop;
- (30) met die hand sif;
- (31) leë potjies of flesses, bottels, blikkies of ander houers sorteer, leë sakke sorteer, tel of in bondels opmaak;
- (32) stukke sitruskil uitsorteer nadat dit geskil is;
- (33) vrugte en/of groente op 'n vervoerband of vervoerder uitsprei;
- (34) kiste, sakke, kartonhouers of ander houers sjabloneer of merk (maar nie met die hand adresseer nie), of kiste, kartonhouers, konkas of ander houers van klaar geadresseerde etikette voorsien;
- (35) met die hand roer, maar nie konfyt roer nie;
- (36) verbuigde flense of blikkies regbuig;
- (37) paaie of paadjies vee, grasperke en blombeddings natmaak;
- (38) veselrifbord- of soortgelyke houers met die hand uitpak of oopvou, klaarbereide houers fatsoeneer;
- (39) bottels, blikkies, skottels of ander houers met die hand was;
- (40) vrugte en/of groente met die hand of met 'n handmasjien was, sorteer, skil, regsnij, in skyfies sny, ontpit, snipper, ontkern of stukkend sny;
- (41) op 'n gestelde skaal afweeg;

“kloptoetsers” ’n werknemer wat met die hand of ’n hamer of soortgelyke instrument toets of ingemaakte goedere in ’n goeie toestand verkeer;

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

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

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

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

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

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

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

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

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

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

"bediener van 'n was- en strykmassjiën" 'n werknemer wat 'n kragaangedrewe was- en stryk- en/of droogmassjiën bedien; en wat ook verantwoordelik kan wees vir die ontvang en/of nagaan van oorpakke wat gewas en gestryk moet word;

"loogindopingstoetsighouer" 'n werknemer wat in beheer is van een of meer kragaangedrewe loogindopers en wat by die uitvoering van sy pligte die masjiën aan- en afskakel;

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

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

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

"bode" 'n werknemer wat briewe of boodskappe aflewer, state vou en in koeferte steek, koeferte verseël, rubberstempels aanwend, posstukke en pakkies pos of pos afhaal;

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

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

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

"toetsighouer oor 'n perskeontpit- of -herontpitmasjiën" 'n werknemer wat verantwoordelik is vir die werking van 'n groep perskeontpit- of -herontpitmasjiëne en hulle aan- of afskakel en wat verstellings daaraan mag maak;

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

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

"toetsighouer oor 'n masjiën wat pere skil en die klokhuise uithaal" 'n werknemer wat verantwoordelik is vir die werking van 'n groep masjiëne wat pere skil en die klokhuise uithaal, wat sodanige masjiëne aan- en afskakel, en verstellings daaraan mag maak;

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

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

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

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

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

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

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

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

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

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

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

"motor vehicle driver" means an employee other than an industrial tractor driver, a factory truck driver or a factory fork lift truck driver, engaged in driving a motor vehicle, which includes a passenger bus, and for the purposes of this definition

"driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"loon", tensy anders gespesifiseer, dié gedeelte van die besoldiging wat ingevolge Bylae A van klousule 4 (1) in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkkure in klousule 6 (1) (2) voorgeskryf, of indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkkure gereeld 'n hoër bedrag betaal as dié aldus voorgeskryf, dié hoër bedrag;

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

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

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

en wat in beheer van die eerstehulpkamer is.

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

4. BESOLDIGING

Die minimum weekloon wat deur 'n werkgewer aan 'n werknemer betaal moet word is soos in Bylae A hieronder uiteengesit ten opsigte van die klasse en grade daarin aangedui.

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

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

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

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

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

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

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

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

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

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

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

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

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

"wage" means, unless where otherwise specified, that portion of the remuneration payable in money to an employee in terms of schedule A of clause 4 (1) in respect of the ordinary hours of work laid down in clauses 6 (1) and 6 (2) or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed it means such higher amount;

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

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

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

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

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

4. REMUNERATION

The minimum weekly wage which shall be paid by an employer to an employee shall be as set out in Schedule A hereunder in respect of the classes and grades indicated therein.

BYLAE A

	In die landdrosdistrikte:							
	Boks- burg en Johan- nesburg	Port Eliza- beth	Wellington, Somerset-Wes, Strand en Paarl, uitgesonderd die gebied binne 'n straal van 3 myl van die pos- kantoor Groot Drakenstein	Wor- cester	In die gebied binne 'n straal van 3 myl van die poskantoor Groot Drakenstein in die landdrosdistrik Paarl	Tul- bagh en Monta- gu	Mossel- baai	Caledon
	R	R	R	R	R	R	R	R
Stoomketelbediener.....	11.15	11.15	11.15	11.15	10.30	10.03	9.88	10.03
Blikkiespakker.....	7.70	7.70	7.70	7.70	7.25	7.13	6.85	7.20
Blikkiestoetser.....	8.78	8.78	8.78	8.78	7.95	7.90	7.78	7.90
Onderbaas.....	9.20	9.53	9.13	9.13	7.93	7.70	7.70	9.10
Onderbaas, vrou.....	—	—	—	—	—	—	—	7.25
Drywer van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur sodanige voertuig getrek word—								
(i) hoogstens 6,000 lb is.....	18.75	16.65	14.70	14.70	14.70	13.30	12.63	13.30
(ii) meer as 6,000 lb maar hoogstens 10,000 lb. is.....	22.15	19.00	15.25	15.25	15.25	15.25	15.25	15.25
(iii) meer as 10,000 lb. is.....	25.65	24.65	22.15	22.15	22.15	22.15	22.15	22.15
Fabrieksklerk, gekwalifiseer.....	11.05	11.05	11.05	11.05	10.20	10.20	9.93	10.20
Fabrieksklerk, ongekwalifiseer—								
Gedurende eerste ses maande ondervinding	9.10	9.10	9.10	9.10	7.90	7.90	7.90	7.90
Gedurende tweede ses maande ondervinding	10.18	10.18	10.18	10.18	9.40	9.40	9.13	9.40
Bediener van 'n sneltoemaak- en stroopmasjien	13.25	13.28	13.25	12.45	11.88	11.60	10.80	11.60
Voedselkoker, gekwalifiseer.....	20.85	20.85	20.85	20.85	17.50	16.08	15.68	16.08
Voedselkoker, ongekwalifiseer—								
Gedurende eerste ses maande ondervinding	8.83	8.83	8.83	8.83	7.88	7.88	7.85	7.88
Gedurende tweede ses maande ondervinding	10.85	10.85	10.85	10.85	9.35	9.18	9.10	9.18
Gedurende derde ses maande ondervinding	12.83	12.83	12.83	12.83	11.10	10.73	10.25	10.73
Gedurende vierde ses maande ondervinding	15.68	15.68	15.68	15.68	12.75	11.95	11.70	11.95
Gedurende vyfde ses maande ondervinding	17.08	17.08	17.08	17.08	14.65	13.45	12.75	13.45
Gedurende sesde ses maande ondervinding	18.70	18.70	18.70	18.70	16.08	15.23	14.38	15.23
Vrugteondersoeker.....	7.95	7.95	7.95	7.80	7.30	7.05	6.43	7.05
Voorvrou.....	—	17.08	—	—	—	—	—	—
Graad I, gekwalifiseer.....	12.80	12.83	12.80	11.98	11.75	11.20	10.33	11.20
Graad I, ongekwalifiseer—								
Gedurende eerste drie maande ondervinding	10.30	10.30	10.30	10.13	9.33	9.23	8.73	9.23
Gedurende tweede drie maande onder- vinding.....	11.73	11.73	11.73	11.18	10.35	10.23	9.53	10.23
Graad IA, gekwalifiseer.....	12.35	12.35	12.35	11.50	10.98	10.35	9.58	10.35
Graad IA, ongekwalifiseer—								
Gedurende eerste drie maande ondervinding	9.58	9.58	9.58	9.50	8.70	8.60	7.93	8.60
Gedurende tweede drie maande onder- vinding.....	10.85	10.85	10.85	10.28	9.58	9.41	8.80	9.40
Graad II, gekwalifiseer.....	11.15	11.15	11.15	11.15	10.30	10.03	9.88	10.03
Graad II, ongekwalifiseer—								
Gedurende eerste drie maande ondervinding	8.78	8.78	8.78	8.78	7.95	7.90	7.78	7.90
Gedurende tweede drie maande onder- vinding.....	9.98	9.98	9.98	9.98	9.20	8.83	8.73	8.83
Graad III.....	9.48	9.53	9.48	9.48	9.25	8.78	8.48	8.78
Graad IV, man.....	8.68	8.73	8.68	8.53	8.03	7.78	7.25	7.90
Graad IV, vrou.....	7.25	7.25	7.25	7.25	7.00	6.88	6.53	7.05
Graad V, man, 18 jaar oud of ouer.....	7.95	7.95	7.95	7.80	7.40	7.15	6.53	7.33
Graad V, man, jonger as 18 jaar.....	7.00	7.00	7.00	6.95	6.25	6.20	5.88	5.88
Graad V, vrou, 18 jaar of ouer.....	7.15	7.15	7.15	7.08	6.43	6.30	6.20	6.48
Graad V, vrou, jonger as 18 jaar.....	6.20	6.20	6.20	6.20	5.88	5.85	5.65	5.73
Konfytroerder.....	8.68	8.68	8.68	8.53	8.13	7.90	7.33	7.90
Bediener van 'n was- en strykmasjien.....	8.78	8.78	8.78	8.60	8.10	7.88	7.33	7.88
Masjienfaktotum.....	19.98	19.98	19.98	19.98	17.08	15.68	15.68	15.68
Voerder van 'n perskeontpit- of -herontpit- masjien, man.....	8.68	8.73	8.68	8.53	8.03	7.78	7.25	7.90
Voerder van 'n perskeontpit- of -herontpit- masjien, vrou.....	7.70	7.70	7.70	7.70	7.25	7.13	6.85	7.05
Voerder van 'n masjien wat pere skil en die klokhuisies uithaal, man.....	8.68	8.73	8.68	8.53	8.03	7.78	7.25	7.90
Voerder van 'n masjien wat pere skil en klok- huisies uithaal, vrou.....	7.70	7.70	7.70	7.70	7.25	7.13	6.85	7.05
Versorger van beskermende klere.....	8.78	8.78	8.78	8.60	8.10	7.88	7.33	7.70
Toesighouer oor 'n retortdrukkoker.....	14.70	14.70	14.70	13.65	13.40	12.80	11.98	12.80
Toesighouer, man.....	12.83	13.28	12.83	12.83	11.33	11.05	10.33	11.73
Toesighouer, vrou.....	9.43	9.58	9.43	9.43	8.83	8.58	8.18	9.33
Wag.....	10.73	11.00	9.93	9.93	9.25	8.83	8.68	8.83
Welsynbeampte.....	16.65	16.65	16.65	16.65	16.65	16.65	16.65	16.65
Los werknemer.....	*	*	*	*	*	*	*	*

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

SCHEDULE A

	In the Magisterial Districts of:							
	Boks- burg and Johan- nesburg	Port Eliza- beth	Wellington, Somerset West, Strand and Paarl other than the area within a 3-mile radius of the Post Office Groot Drakenstein	Wor- cester	In the area within a 3-mile radius of the Post Office Groot Draken- stein, in the Magisterial District of Paarl	Tul- bagh and Mon- tagu	Mossel Bay	Caledon
	R	R	R	R	R	R	R	R
Boiler attendant.....	11.15	11.15	11.15	11.15	10.30	10.03	9.88	10.03
Can packer.....	7.70	7.70	7.70	7.70	7.25	7.13	6.85	7.20
Can tester.....	8.78	8.78	8.78	8.78	7.95	7.90	7.78	7.90
Chargehand.....	9.20	9.53	9.13	9.13	7.93	7.70	7.70	9.10
Chargehand, female.....	—	—	—	—	—	—	—	7.25
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailers drawn by such vehicle—								
(i) does not exceed 6,000 lb.....	18.75	16.65	14.70	14.70	14.70	13.30	12.63	13.30
(ii) exceeds 6,000 lb but not 10,000 lb	22.15	19.00	15.25	15.25	15.25	15.25	15.25	15.25
(iii) exceeds 10,000 lb.....	25.65	24.65	22.15	22.15	22.15	22.15	22.15	22.15
Factory clerk, qualified.....	11.05	11.05	11.05	11.05	10.20	10.20	9.93	10.20
Factory clerk, unqualified—								
During first six months' experience.....	9.10	9.10	9.10	9.10	7.90	7.90	7.90	7.90
During second six months' experience.....	10.18	10.18	10.18	10.18	9.40	9.40	9.13	9.40
Fast closing and syruing machine operator..	13.25	13.28	13.25	12.45	11.88	11.60	10.80	11.60
Food boiler, qualified.....	20.85	20.85	20.85	20.85	17.50	16.08	15.68	16.08
Food boiler, unqualified—								
During first six months' experience.....	8.83	8.83	8.83	8.83	7.88	7.88	7.85	7.88
During second six months' experience.....	10.85	10.85	10.85	10.85	9.35	9.18	9.10	9.18
During third six months' experience.....	12.83	12.83	12.83	12.83	11.10	10.73	10.25	10.73
During fourth six months' experience.....	15.68	15.68	15.68	15.68	12.75	11.95	11.70	11.95
During fifth six months' experience.....	17.08	17.08	17.08	17.08	14.65	13.45	12.75	13.45
During sixth six months' experience.....	18.70	18.70	18.70	18.70	16.08	15.23	14.38	15.23
Fruit checker.....	7.95	7.95	7.95	7.80	7.30	7.05	6.43	7.05
Forewoman.....	—	17.08	—	—	—	—	—	—
Grade I, qualified.....	12.80	12.83	12.80	11.98	11.75	11.20	10.33	11.20
Grade I, unqualified—								
During first three months' experience.....	10.30	10.30	10.30	10.13	9.33	9.23	8.73	9.23
During second three months' experience...	11.73	11.73	11.73	11.18	10.35	10.23	9.53	10.23
Grade IA, qualified.....	12.35	12.35	12.35	11.50	10.98	10.35	9.58	10.35
Grade IA, unqualified—								
During first three months' experience.....	9.58	9.58	9.58	9.50	8.70	8.60	7.93	8.60
During second three months' experience...	10.85	10.85	10.85	10.28	9.58	9.41	8.80	9.40
Grade II, qualified.....	11.15	11.15	11.15	11.15	10.30	10.03	9.88	10.03
Grade II, unqualified—								
During first three months' experience.....	8.78	8.78	8.78	8.78	7.95	7.90	7.78	7.90
During second three months' experience...	9.98	9.98	9.98	9.98	9.20	8.83	8.73	8.83
Grade III.....	9.48	9.53	9.48	9.48	9.25	8.78	8.48	8.78
Grade IV, male.....	8.68	8.73	8.68	8.53	8.03	7.78	7.25	7.90
Grade IV, female.....	7.25	7.25	7.25	7.25	7.00	6.88	6.53	7.05
Grade V, male, 18 years of age or over.....	7.95	7.95	7.95	7.80	7.40	7.15	6.53	7.33
Grade V, male, under 18 years of age.....	7.00	7.00	7.00	6.95	6.25	6.20	5.88	5.88
Grade V, female, 18 years of age or over.....	7.15	7.15	7.15	7.08	6.43	6.30	6.20	6.48
Grade V, female, under 18 years of age.....	6.20	6.20	6.20	6.20	5.88	5.85	5.65	5.73
Jam stirrer.....	8.68	8.68	8.68	8.53	8.13	7.90	7.33	7.90
Laundry machine attendant.....	8.78	8.78	8.78	8.60	8.10	7.88	7.33	7.88
Machine handyman.....	19.98	19.98	19.98	19.98	17.08	15.68	15.68	15.68
Peach pitting or depitting machine feeder, male	8.68	8.73	8.68	8.53	8.03	7.78	7.25	7.90
Peach pitting or depitting machine feeder, female.....	7.70	7.70	7.70	7.70	7.25	7.13	6.85	7.05
Pear coring and peeling machine feeder, male	8.68	8.73	8.68	8.53	8.03	7.78	7.25	7.90
Pear coring and peeling machine feeder, female	7.70	7.70	7.70	7.70	7.25	7.13	6.85	7.05
Protective clothing attendant.....	8.78	8.78	8.78	8.60	8.10	7.88	7.33	7.70
Retort pressure cooker supervisor.....	14.70	14.70	14.70	13.65	13.40	12.80	11.98	12.80
Supervisor, male.....	12.83	13.28	12.83	12.83	11.33	11.05	10.33	11.73
Supervisor, female.....	9.43	9.58	9.43	9.43	8.83	8.58	8.18	9.33
Watchman.....	10.73	11.00	9.93	9.93	9.25	8.83	8.68	8.83
Welfare officer.....	16.65	16.65	16.65	16.65	16.65	16.65	16.65	16.65
Casual employee.....	*	*	*	*	*	*	*	*

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

BYLAE B

	In die landdrosdistrikte:							
	Boks- burg en Johan- nesburg	Port Eliza- beth	Wellington, Somerset-Wes, Strand en Paarl, uitgesonderd die gebied binne 'n straal van 3 myl van die pos- kantoor Groot Drakenstein	Wor- cester	In die gebied binne 'n straal van 3 myl van die poskantoor Groot Drakenstein in die landdrosdistrik Paarl	Tul- bagh en Mon- tagu	Mossel- baai	Caledon
	R	R	R	R	R	R	R	R
Stoomketelbediener.....	8.35	8.35	8.35	8.35	7.73	7.46	7.31	7.46
Blikkiespakker.....	5.58	5.58	5.58	5.58	5.36	5.25	4.96	5.31
Blikkiestoetser.....	6.56	6.56	6.56	6.56	5.84	5.78	5.66	5.78
Onderbaas.....	6.81	7.14	6.74	6.74	5.81	5.58	5.58	6.71
Onderbaas, vrou.....	—	—	—	—	—	—	—	5.37
Drywer van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur sodanige voertuig getrek word—								
(i) hoogstens 6,000 lb is.....	14.08	12.55	10.86	10.86	10.86	9.86	9.41	9.86
(ii) meer as 6,000 lb maar hoogstens 10,000 lb is.....	16.71	14.33	11.41	11.41	11.41	11.41	11.41	11.41
(iii) meer as 10,000 lb is.....	20.21	19.21	16.71	16.71	16.71	16.71	16.71	16.71
Fabrieksklerk, gekwalifiseer.....	8.25	8.25	8.25	8.25	7.63	7.63	7.36	7.63
Fabrieksklerk, ongekwalifiseer—								
Gedurende eerste ses maande ondervinding	6.72	6.72	6.72	6.72	5.79	5.79	5.79	5.79
Gedurende tweede ses maande ondervinding	7.61	7.61	7.61	7.61	7.02	7.02	6.75	7.02
Bediener van 'n sneltoemaak- en stroopmasjien	9.81	9.84	9.81	9.23	8.90	8.62	8.00	8.62
Voedselkoker, gekwalifiseer.....	15.88	15.88	15.88	15.88	13.13	11.98	11.58	11.98
Voedselkoker, ongekwalifiseer—								
Gedurende eerste ses maande ondervinding	6.61	6.61	6.61	6.61	5.76	5.76	5.73	5.76
Gedurende tweede ses maande ondervinding	8.05	8.05	8.05	8.05	6.97	6.80	6.72	6.80
Gedurende derde ses maande ondervinding	9.61	9.61	9.61	9.61	8.30	7.92	7.68	7.92
Gedurende vierde ses maande ondervinding	11.58	11.58	11.58	11.58	9.54	8.97	8.72	8.97
Gedurende vyfde ses maande ondervinding	12.71	12.71	12.71	12.71	10.81	10.01	9.54	10.01
Gedurende sesde ses maande ondervinding	14.03	14.03	14.03	14.03	11.98	11.39	10.54	11.39
Vrugteondersoeker.....	5.83	5.83	5.83	5.68	5.42	5.17	4.65	5.17
Voorvrou.....	—	12.71	—	—	—	—	—	—
Graad I, gekwalifiseer.....	9.58	9.61	9.58	8.99	8.77	8.40	7.76	8.40
Graad I, ongekwalifiseer—								
Gedurende eerste drie maande ondervinding	7.73	7.73	7.73	7.56	6.95	6.85	6.51	6.85
Gedurende tweede drie maande onder- vinding.....	8.74	8.74	8.74	8.38	7.78	7.66	7.15	7.66
Graad IA, gekwalifiseer.....	9.14	9.14	9.14	8.51	8.18	7.78	7.20	7.78
Graad IA, ongekwalifiseer—								
Gedurende eerste drie maande ondervinding	7.19	7.19	7.19	7.12	6.49	6.39	5.81	6.39
Gedurende tweede drie maande onder- vinding.....	8.05	8.05	8.05	7.71	7.19	7.03	6.59	7.02
Graad II, gekwalifiseer.....	8.35	8.35	8.35	8.35	7.73	7.46	7.31	7.46
Graad II, ongekwalifiseer—								
Gedurende eerste drie maande ondervinding	6.56	6.56	6.56	6.56	5.84	5.79	5.66	5.79
Gedurende tweede drie maande onder- vinding.....	7.41	7.41	7.41	7.41	6.82	6.61	6.51	6.61
Graad III.....	7.09	7.14	7.09	7.09	6.87	6.56	6.26	6.56
Graad IV, man.....	6.46	6.51	6.46	6.31	5.91	5.66	5.37	5.78
Graad IV, vrou.....	5.37	5.37	5.37	5.37	5.12	5.00	4.75	5.17
Graad V, man, 18 jaar oud of ouer.....	5.83	5.83	5.83	5.68	5.45	5.20	4.68	5.38
Graad V, man, jonger as 18 jaar.....	5.12	5.12	5.12	5.07	4.47	4.42	4.30	4.30
Graad V, vrou, 18 jaar of ouer.....	5.27	5.27	5.27	5.20	4.65	4.52	4.42	4.70
Graad V, vrou, jonger as 18 jaar.....	4.42	4.42	4.42	4.42	4.30	4.27	4.07	4.15
Konfytroerder.....	6.46	6.46	6.46	6.31	6.01	5.79	5.45	5.79
Bediener van 'n was- en strykmasjien.....	6.56	6.56	6.56	6.38	5.99	5.76	5.45	5.76
Masjienfaktotum.....	15.01	15.01	15.01	15.01	12.70	11.58	11.58	11.58
Voerder van 'n perskeontpit- of -herontpitmas- jien, man.....	6.46	6.51	6.46	6.31	5.91	5.66	5.37	5.79
Voerder van 'n perskeontpit- of -herontpit- masjien, vrou.....	5.58	5.58	5.58	5.58	5.37	5.25	4.97	5.17
Voerder van 'n masjien wat pere skil en klok- huisies uithaal, man.....	6.46	6.51	6.46	6.31	5.91	5.66	5.37	5.79
Voerder van 'n masjien wat pere skil en klok- huisies uithaal, vrou.....	5.58	5.58	5.58	5.58	5.37	5.25	4.97	5.17
Versorger van beskermende klere.....	6.56	6.56	6.56	6.38	5.99	5.76	5.45	5.59
Toesighouer oor 'n retortdrukkoker.....	10.86	10.86	10.86	10.22	9.96	9.59	8.99	9.59
Toesighouer, man.....	9.61	9.84	9.61	9.61	8.53	8.25	7.76	8.75
Toesighouer, vrou.....	7.04	7.19	7.04	7.04	6.61	6.36	6.06	6.95
Wag.....	7.93	8.20	7.36	7.36	6.87	6.61	6.46	6.61
Welsynbeampte.....	12.55	12.55	12.55	12.55	12.55	12.55	12.55	12.55
Los werknemer.....	*	*	*	*	*	*	*	*

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

SCHEDULE B

	In the Magisterial Districts of:							
	Boks- burg and Johan- nesburg	Port Eliza- beth	Wellington, Somerset West, Strand and Paarl other than the area within a 3-mile radius of the Post Office Groot Drakenstein	Wor- cester	In the area within a 3-mile radius of the Post Office Groot Draken- stein, in the Magisterial District of Paarl	Tul- bagh and Mon- tagu	Mossel Bay	Caledon
	R	R	R	R	R	R	R	R
Boiler attendant.....	8.35	8.35	8.35	8.35	7.73	7.46	7.31	7.46
Can packer.....	5.58	5.58	5.58	5.58	5.36	5.25	4.96	5.31
Can tester.....	6.56	6.56	5.56	6.56	5.84	5.78	5.66	5.78
Chargehand.....	6.81	7.14	6.74	6.74	5.81	5.58	5.58	6.71
Chargehand, female.....	—	—	—	—	—	—	—	5.37
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailers drawn by such vehicle—								
(i) does not exceed 6,000 lb.....	14.08	12.55	10.86	10.86	10.86	9.86	9.41	9.86
(ii) exceeds 6,000 lb but not 10,000 lb...	16.71	14.33	11.41	11.41	11.41	11.41	11.41	11.41
(iii) exceeds 10,000 lb.....	20.21	19.21	16.71	16.71	16.71	16.71	16.71	16.71
Factory clerk, qualified.....	8.25	8.25	8.25	8.25	7.63	7.63	7.36	7.63
Factory clerk, unqualified—								
During first six months' experience.....	6.72	6.72	6.72	6.72	5.79	5.79	5.79	5.79
During second six months' experience.....	7.61	7.61	7.61	7.61	7.02	7.02	6.75	7.02
Fast closing and syringing machine operator..	9.81	9.84	9.81	9.23	8.90	8.62	8.00	8.62
Food boiler, qualified.....	15.88	15.88	15.88	15.88	13.13	11.98	11.58	11.98
Food boiler, unqualified—								
During first six months' experience.....	6.61	6.61	6.61	6.61	5.76	5.76	5.73	5.76
During second six months' experience.....	8.05	8.05	8.05	8.05	6.97	6.80	6.72	6.80
During third six months' experience.....	9.61	9.61	9.61	9.61	8.30	7.92	7.68	7.92
During fourth six months' experience.....	11.58	11.58	11.58	11.58	9.54	8.97	8.72	8.97
During fifth six months' experience.....	12.71	12.71	12.71	12.71	10.81	10.01	9.54	10.01
During sixth six months' experience.....	14.03	14.03	14.03	14.03	11.98	11.39	10.54	11.39
Fruit checker.....	5.83	5.83	5.83	5.68	5.42	5.17	4.65	5.17
Forewoman.....	—	12.71	—	—	—	—	—	—
Grade I, qualified.....	9.58	9.61	9.58	8.99	8.77	8.40	7.76	8.40
Grade I, unqualified—								
During first three months' experience.....	7.73	7.73	7.73	7.56	6.95	6.85	6.51	6.85
During second three months' experience...	8.74	8.74	8.74	8.38	7.78	7.66	7.15	7.66
Grade IA, qualified.....	9.14	9.14	9.14	8.51	8.18	7.78	7.20	7.78
Grade IA, unqualified—								
During first three months' experience.....	7.19	7.19	7.19	7.12	6.49	6.39	5.81	6.39
During second three months' experience...	8.05	8.05	8.05	7.71	7.19	7.03	6.59	7.02
Grade II, qualified.....	8.35	8.35	8.35	8.35	7.73	7.46	7.31	7.46
Grade II, unqualified—								
During first three months' experience.....	6.56	6.56	6.56	6.56	5.84	5.79	5.66	5.79
During second three months' experience...	7.41	7.41	7.41	7.41	6.82	6.61	6.51	6.61
Grade III.....	7.09	7.14	7.09	7.09	6.87	6.56	6.26	6.56
Grade IV, male.....	6.46	6.51	6.46	6.31	5.91	5.66	5.37	5.78
Grade IV, female.....	5.37	5.37	5.37	5.37	5.12	5.00	4.75	5.17
Grade V, male, 18 years of age or over.....	5.83	5.83	5.83	5.68	5.45	5.20	4.68	5.38
Grade V, male, under 18 years of age.....	5.12	5.12	5.12	5.07	4.47	4.42	4.30	4.30
Grade V, female, 18 years of age or over.....	5.27	5.27	5.27	5.20	4.65	4.52	4.42	4.70
Grade V, female, under 18 years of age.....	4.42	4.42	4.42	4.42	4.30	4.27	4.07	4.15
Jam stirrer.....	6.46	6.46	6.46	6.31	6.01	5.79	5.45	5.79
Laundry machine attendant.....	6.56	6.56	6.56	6.38	5.99	5.76	5.45	5.76
Machine handyman.....	15.01	15.01	15.01	15.01	12.70	11.58	11.58	11.58
Peach pitting or depitting machine feeder, male	6.46	6.51	6.46	6.31	5.91	5.66	5.37	5.79
Peach pitting or depitting machine feeder, female.....	5.58	5.58	5.58	5.58	5.37	5.25	4.97	5.17
Pear coring and peeling machine feeder, male	6.46	6.51	6.46	6.31	5.91	5.66	5.37	5.79
Pear coring and peeling machine feeder, female	5.58	5.58	5.58	5.58	5.37	5.25	4.97	5.17
Protective clothing attendant.....	6.56	6.56	6.56	6.38	5.99	5.76	5.45	5.59
Retort pressure cooker supervisor.....	10.86	10.86	10.86	10.22	9.96	9.59	8.99	9.59
Supervisor, male.....	9.61	9.84	9.61	9.61	8.53	8.25	7.76	8.75
Supervisor, female.....	7.04	7.19	7.04	7.04	6.61	6.36	6.06	6.95
Watchman.....	7.93	8.20	7.36	7.36	6.87	6.61	6.46	6.61
Welfare officer.....	12.55	12.55	12.55	12.55	12.55	12.55	12.55	12.55
Casual employee.....	*	*	*	*	*	*	*	*

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

(2) Niks in hierdie Ooreenkoms vervat mag die uitwerking hê dat dit die loon verminder wat by die inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal word nie, en 'n werknemer wat op genoemde datum 'n hoër loon ontvang as dié wat vir die betrokke klas in hierdie Ooreenkoms voorgeskryf word, moet dié hoër loon bly ontvang onderwyl hy by dieselfde werkgever in dieselfde beroep of graad werksaam is.

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

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

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

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

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

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

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

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

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

5. BETALING VAN BESOLDIGING

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

(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 werkgewer mag, hetsy regstreeks of onregstreeks vir diensverskaffing aan of opleiding van 'n werknemer betaal word of betaling daarvoor aanneem nie.

(4) *Koop van goedere*.—'n Werkgewer mag nie van sy werknemer vereis dat hy goedere koop van hom of van 'n winkel of persoon deur hom aangewys nie.

(5) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Bantoearbeid Regelasiewet, 1911, mag 'n werkgewer nie van sy werknemer vereis dat hy van hom of van 'n persoon of by 'n plek deur hom aangewys, etes en/of huisvesting aanneem nie.

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

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

(b) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is en sodanige afwesigheid nie in opdrag of op versoek van sy werkgewer geskied nie, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die weekloon wat sodanige werknemer op dié tydperk ten opsigte van sy gewone werkure ontvang het.

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

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

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

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

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

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

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

(ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area, plus 30 per cent divided by the number of ordinary hours worked by such employee in a week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in Schedule A of subclause (1);

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

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

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clause 7 (3) any amount due to an employee other than a casual employee shall be paid in cash weekly or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within 15 minutes of ceasing work on the usual pay-day of the factory or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or other container and accompanied by a statement showing the employer's name, the employee's name or payroll number, the employee's occupation, the number of ordinary hours worked and overtime hours worked, the amount paid for overtime, the remuneration, and the period in respect of which payment is made.

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

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

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

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

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

(a) With the written consent of his employee, a deduction for house rent, holiday, sick, insurance, provident or pension funds; provided that in a case of a deduction for sick or provident fund in terms of the proviso to clause 8 (1) the written consent of the employee need not be obtained.

(b) Except where otherwise provided for in the Agreement whenever an employee is not at work and such absence is not on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of weekly wage which such an employee was receiving in respect of his ordinary hours of work at the time thereof.

(c) A deduction of any amount which an employer is legally required or permitted to make.

(d) Ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Hemelvaartdag, Republiekdag elke vyfde jaar vanaf 1966, Geloftedag of Kersdag, waarop 'n werknemer aangesê of toegelaat word om nie te werk nie, 'n bedrag gelyk aan die loon wat hy sou ontvang het as hy op dié dag wel gewerk het.

(e) Indien 'n werknemer instem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Bantoearbeid regelingswet, 1911, verplig is om etes en/of huisvesting van sy werkgever aan te neem, hoogstens die bedrae hieronder gespesifiseer:—

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

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

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

(ii) in die geval van korttyd wat voortspruit uit ongunstige weersomstandighede, of algemene onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgever sy werknemer die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie.

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

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

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

(a) In die geval van 'n fabriek waar daar ses dae per week gewerk word—

(i) 46 uur in 'n week vanaf Maandag tot en met Saterdag;

(ii) agt uur op 'n dag, tensy die ure op één dag hoogstens vyf is, en in so 'n geval mag die ure op die ander dae hoogstens agt en 'n half per dag wees, mits die gewone werkure deur sodanige verlenging nie 46 in een week oorskry nie;

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

(i) 46 uur in 'n week vanaf Maandag tot en met Saterdag;

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

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

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

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

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

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

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

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

(d) A deduction in respect of any public holiday, other than New Year's Day, Good Friday, Ascension Day, Republic Day every fifth year from 1966, Day of the Covenant or Christmas Day on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day.

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

	Per week	Per month
	R	R
Board.....	0.30	1.30
Lodging.....	0.20	0.86½
Board and lodging.....	0.50	2.16½

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

(i) in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than four hours' notice of his intention so to reduce the ordinary hours of work;

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

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

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

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

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

(i) forty-six hours on any week from Monday to Saturday inclusive;

(ii) eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half on any day if by such extension the ordinary hours of work do not exceed 46 in any week;

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

(i) forty-six hours on any week from Monday to Saturday inclusive;

(ii) nine and a quarter hours in a day.

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

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

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

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

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

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

(iii) if such interval be for longer than one hour any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;

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

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

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

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

waarin die werknemer nie aangesê of toegelaat mag word om werk te verrig nie, en hierdie ruspouse word geag deel van die gewone werktuig uit te maak.

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

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

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

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

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) op meer as vyf dae in 'n week ná 1-uur nm. te werk nie;
- (c) meer as twee uur op 'n dag of op meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) meer as 60 dae in 'n jaar oortyd te werk nie;
- (e) na afloop van haar gewone werktuig meer as een uur op 'n dag oortyd te werk nie, tensy—

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

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

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

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

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

(ii) ten opsigte van alle oortydwerk deur hom verrig op Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Republiekdag elke vyfde jaar vanaf 1966, Geloftedag en Kersdag, besoldiging teen minstens twee keer sy gewone loon: Met dien verstande dat oortyd wat op 'n daaglikse grondslag bereken is, in enige bepaalde week sou verskil van oortyd op 'n weeklikse grondslag bereken, dié grondslag aanvaar moet word wat die grootste hoeveelheid oortyd gedurende die week oplewer.

(b) Vir die toepassing van hierdie subklousule beteken "loon" die loon in Bylae B van klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas of graad en gebied.

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

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

(i) hy geen aftrekking van sy wag se loon doen ten opsigte daarvan nie;

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

7. JAARLIKSE VERLOF

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

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

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

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

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

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

(4) *Rest intervals*.—An 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 10 minutes at as nearly as practicable—

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

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

(5) *Hours of work to be consecutive*.—Save as provided in subclauses (3) and (4) all hours of work shall be consecutive.

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

(7) *Limitation of overtime*.—An employer shall not require or permit his employees to work overtime for more than 10 hours in any week.

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

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than 60 days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal before the commencement of such overtime; or

(iii) paid to such employee twenty-five cents (R0.25) in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for overtime*.—(a) An employer shall pay his employee—

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

(ii) in respect of all overtime worked by him on New Year's Day, Good Friday, Ascension Day, Republic Day every fifth year from 1966, Day of the Covenant and Christmas Day, remuneration at a rate not less than double his ordinary wage; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(b) For the purposes of this subclause, "wage" shall mean the wage laid down in Schedule B of clause 4 (1) for an employee of his class or grade and area.

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

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

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

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

7. ANNUAL LEAVE

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

(a) in the case of a watchman, three consecutive weeks' leave;

(b) in the case of every other employee, two consecutive weeks' leave;

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

(2) Die verlot in subklousule (1) bedoel, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word: Met dien verstande dat—

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

(ii) die tydperk van dié verlot nie mag saamval met siekteverlot wat kragtens klousule 8 toegestaan is nie, en ook nie met 'n tydperk waarin die werknemer militêre opleiding moet ondergaan nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag elke vyfde jaar vanaf 1966, Gelofte-dag of Kersdag, binne die tydperk van sodanige verlot val, nog 'n dag ter vervanging van elkeen van dié dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlot met volle besoldiging;

(iv) 'n werkgewer 'n eventuele dag geleentheidsverlot met volle besoldiging wat gedurende die diensjaar waarop die tydperk van jaarlikse verlot betrekking het, op sy werknemer se skriftelike versoek aan laasgenoemde verleen, van dié tydperk van verlot mag aftrek;

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

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

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

(5) 'n Werknemer wat kragtens subklousule (1) op verlot geregtig geword het en wie se dienskontrak beëindig word voordat die verlot aan hom verleen is, moet by diensbeëindiging, ten opsigte van verlot die bedrag betaal word wat in subklousules (1) en (4) genoem word.

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

- (a) afwesig is met verlot kragtens subklousule (1);
- (b) ingevolge die Verdedigingswet, 1957, militêre opleiding moet ondergaan;
- (c) op las of op versoek van sy werkgewer van die werk afwesig is;
- (d) afwesig is met siekteverlot kragtens klousule 8;

wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop ten opsigte van (a), (c) en (d), plus hoogstens vier maande van 'n tydperk van militêre opleiding wat in daardie jaar ondergaan is, en dit word geag soos volg te begin:—

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens enige wet op verlot geregtig geword het, vanaf die datum waarop sodanige werknemer laas op dié verlot kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Ooreenkoms in diens was en op wie 'n wet van toepassing was wat vir jaarlikse verlot voor-siening maak, maar wat nog nie ingevolge die bepaling daar-van op verlot geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

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

8. SIEKTEVERLOT

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

(a) In die geval van 'n werknemer wat ses dae per week werk, 12 werkdag siekteverlot met volle besoldiging, of, alter-natief, 30 werkdag siekteverlot met halwe besoldiging;

(b) in die geval van 'n werknemer wat vyf dae per week werk, 10 werkdag siekteverlot met volle besoldiging, of, alter-natief, 25 werkdag siekteverlot met halwe besoldiging;

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

(i) if such leave shall not have been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo military training;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day every fifth year from 1966, Day of Covenant or Christmas Day falls within the period of such leave another day shall, in substitution for each day, be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates;

(v) an employer and his employee may, in writing, agree that annual leave be accumulated over a period of employ-ment of not more than two consecutive years.

(3) *Leave remuneration*.—The remuneration in respect of annual leave referred to in subclause (1) shall be paid not later than the last work day before the date of the commencement of such leave.

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

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

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

- (a) absent on leave in terms of subclause (1);
- (b) required to undergo military training in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year, shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof from the date on which such employment commenced;

(iii) in the case of any other employee from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE

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

(a) in the case of an employee who works a six-day week, 12 work days' sick leave on full pay, or, alternatively 30 work days' sick leave on half pay;

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

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

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

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

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

Die werkgewer moet binne 'n tydperk van vier weke vanaf die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, kies of hy ten opsigte van al sy werknemers verlan om die hoofbepalings of die alternatiewe bepaling van subklousule (1) (a), (b) en (c) na te kom, en moet binne genoemde tydperk sy keuse en die datum daarvan aan sy werknemers bekendmaak deur 'n kennisgewing op 'n opvallende plek in sy bedryfsinrigting te vertoon, en deur die Afdelingsinspekteurs van Arbeid, Kaapstad, George, Port Elizabeth en Johannesburg en die Sekretaris van die Food and Canning Workers' Union, Kaapstad, skriftelik daarvan in kennis te stel; en vanaf die datum waarop kennis aldus gegee is, is die hoofbepalings of die alternatiewe bepaling, na gelang van die geval, op dié bedryfsinrigting van toepassing. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, en die datum van die werkgewer se keuse soos hierbo uiteengesit, is die hoofbepalings van voormelde subartikels op sodanige werkgewer en al sy werknemers van toepassing. Indien die werkgewer versuim om binne genoemde tydperk sodanige keuse te doen, bly voormelde hoofbepalings van toepassing.

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

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae*.—'n Werknemer, uitgesonderd 'n wag, is op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag elke vyfde jaar vanaf 1966, Geloftedag en Kersdag, geregtig op verlof met volle besoldiging en moet dit verleen word: Met dien verstande dat—

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

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

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

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

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

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

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

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

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

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

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays*.—An employee other than a watchman shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day every fifth year from 1966, Day of the Covenant and Christmas Day; provided that—

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

(ii) in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this clause shall not apply; and

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

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

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Indien 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag elke vyfde jaar vanaf 1966, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die bedrag betaal in subklousule (1) voorgeskryf, plus, ten opsigte van elke uur of deel van 'n uur wat hy aldus gewerk het, sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

(b) Indien 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag elke vyfde jaar vanaf 1966, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal soos in klousule 4 (1) voorgeskryf vir 'n los werknemer, plus, ten opsigte van elke uur of deel van 'n uur wat hy aldus gewerk het, dié loon gedeel deur agt.

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

(a) dié werknemer soos volg betaal, naamlik—

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

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

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

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

(5) *Voorbehoudsbepaling.*—Vir die toepassing van subklousule (3) beteken "loon" die loon in Bylae B van klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas of graad en gebied.

10. GETALSVERHOUDING

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

11. STUKWERK EN AANSPORINGSBONUSSKEMAS

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

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk gedoen word, die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas en gebied, plus alle bedrae wat ingevolge klousules 4 (3), 6 (9) en 9 (2) en (3) betaalbaar is;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die loon in klousule 4 (1) vir 'n los werknemer voorgeskryf, plus alle bedrae wat ingevolge klousules 4 (3), 6 (9) en 9 (2) en (3) betaalbaar is.

(2) 'n Werkgever moet op 'n opvallende plek in sy fabriek 'n staat van die stukwerkloone en aansporingsbonusloone in subklousule (1) bedoel, vertoon hou, en hy mag daardie loone nie verlaag nie tensy hy sy werknemer minstens twee weke kennis gegee het van die voorgename wysiging.

(2) *Payment for work on public holidays.*—(a) Whenever an employee, other than a casual employee or a watchman works on New Year's Day, Good Friday, Ascension Day, Republic Day every fifth year from 1966, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the amount referred to in subclause (1) plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, Republic Day every fifth year from 1966, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked such wage divided by eight.

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

(a) pay to the employee—

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

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

(b) pay the employee remuneration at a rate not less than one and one-third times the wage prescribed in clause 4 (1) for an employee of his class or grade and area in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

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

(5) *Saving.*—For the purposes of subclause (3) "wage" shall mean the wage contained in Schedule B of clause 4 (1) for an employee of his class or grade and area.

10. PROPORTION OF RATIO

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

11. PIECE-WORK AND INCENTIVE BONUS SCHEMES

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

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

(b) in the case of a casual employee, in respect of each day on which piece-work is performed, the wage prescribed in clause 4 (1) for a casual employee plus any amount payable in terms of clauses 4 (3), 6 (9) and 9 (2) and (3).

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

12. OORPAKKE EN BESKERMENDE KLERE

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

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

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

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

14. VAKVERENIGINGGERIEWE

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

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

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

(ii) nuwe lede te werf;

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

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

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

(3) Alle amptenare van die vakvereniging in subklousule (1) bedoel, mag sonder besoldiging, van die werk wegbly om sake van die vakvereniging te behartig: Met dien verstande dat hy sy werkgewer minstens drie dae daarvan kennis moet gee.

15. VERBOD OP INDIENSNEMING VAN 'N PERSOON ONDER 15 JAAR EN VAN VROUE VIR SEKERE WERK

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

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

(a) In die geval van vroue van 18 jaar en ouer: 25 lb.

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

16. DIENSSERTIFIKAAT

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

17. BEÏNDIGING VAN DIENSKONTRAK

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

(a) Indien daar 24 uur kennis gegee moet word, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, deur ses in die geval van 'n werknemer wat ses dae per week, en deur vyf in die geval van 'n werknemer wat vyf dae per week werk;

12. OVERALLS AND PROTECTIVE CLOTHING

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

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

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

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

14. TRADE UNION FACILITIES

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

(a) to enter his cloakrooms (provided no meetings are held therein) from time to time during the lunch-hour, for the purpose of—

(i) interviewing employees on trade union matters;

(ii) enrolling new members;

(iii) distributing notices calling meetings of members of the trade unions;

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

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

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

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

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

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

(a) in the case of women of 18 years and over: 25 lb;

(b) in the case of women of 16 years to 18 years: 20 lb.

16. CERTIFICATES OF SERVICE

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

17. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice during the first four weeks of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—

(a) in the case of 24 hours' notice the weekly wage which the employee was receiving immediately before the date of such termination divided by seven in the case of a watchman, six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;

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

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

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

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

(3) Die opsegging in subklousule (1) bedoel, tree in werking op die dag waarop die opsegging gedoen word: Met dien verstande dat die opsegging nie mag saamval met, of kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7, met siekteverlof ingevolge klousule 8 of onderwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan nie.

Op hede die 6de dag van September 1968 te Kaapstad onderteken.

G. D. v.d. BERG,
Voorsitter.

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

J. MENTOOR,
Behoorlik Gemagtigde Verteenwoordiger (Werknemers).

R. P. GOUWS,
Sekretaris.

(b) in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination; provided that this shall not affect—

(i) the right of an employer or employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8 or any period of military training in pursuance of the Defence Act, 1957.

Signed at Cape Town this 6th day of September 1968.

G. D. v.d. BERG,
Chairman.

G. S. M. GLENDINING,
Duly Authorised Representative (Employers).

J. MENTOOR,
Duly Authorised Representative (Employees).

R. P. GOUWS,
Secretary.

No. R. 431

21 Maart 1969

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

VRUGTE- EN GROENTE-INMAAKNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vrughte- en Groente-inmaaknywerheid, gepubliseer by Goewermentskennisgewing No. R. 430 van 21 Maart 1969 oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 431

21 March 1969

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

FRUIT AND VEGETABLE CANNING INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Fruit and Vegetable Canning Industry, published under Government Notice R. 430 of the 21st March 1969 to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

INHOUD

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