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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 80

10 Januarie 1975

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 die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vrugte-en-groente-inmaaknywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1977 eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werknemers wat lede van genoemde vereniging is;

(b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (g), 13 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1977 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (g), 13 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1977 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms, *mutatis mutandis* bindend is vir alle Bantoes in diens 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 hul diens.

M. VILJOEN, Minister van Arbeid.

30755—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 80

10 January 1975

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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Fruit and Vegetable Canning Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1977, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;

(b) in terms of 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 (1) (a), 2, 5 (6) (g), 13 and 14, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1977, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a), as applied by section 48 (9) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1977, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (g), 13 and 14, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

4560—1

BYLAE

VERSOENINGSRAAD VIR DIE VRUGTE-EN-GROENTE-INMAAKNYWERHEID

OOREENKOMS

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

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

(hierna die "werkgewers" genoem), aan die een kant, en
The Food and Canning Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem),
aan die ander kant.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Vruchte-en-groente-inmaaknywerheid—

(a) deur al die werkgewers en die werknemers wat lede van die vakvereniging is;

(b) in die volgende landdrostdistrikte:

(i) *Kaapprovinsie*.—Caledon, Montagu, Mosselbaai, Paarl, Somerset-Wes, Strand, Tulbagh, Wellington en Worcester;

(ii) *Transvaal*.—Boksburg en Johannesburg.

(2) Ondanks subklousule 1 (a) is 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, bepaal word, en bly van krag tot 31 Mei 1977.

3. WOORDOMSKRYWING

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

"bediener van 'n ammoniakpersinstallasie" 'n 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 woordskrywing 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 Ambagsmanne, 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 kan waarneem;

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

"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;

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

"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 kan stook;

"blikkiesspaker" 'n werknemer wat bereide vrugte of groente met die hand volgens grootte en/of gehalte 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;

SCHEDULE

CONCILIATION BOARD FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY

AGREEMENT

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

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

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

(hereinafter referred to as the "employees" or the "trade union"),
of the other part.

1. AREA AND SCOPE OF OPERATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Fruit and Vegetable Canning Industry—

(a) by all the employers and the employees who are members of the trade union;

(b) in the following Magisterial Districts:

(i) *Cape Province*.—Caledon, Montagu, Mossel Bay, Paarl, Somerset West, Strand, Tulbagh, Wellington and Worcester.

(ii) *Transvaal*.—Boksburg and Johannesburg.

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in operation until 31 May 1977.

3. DEFINITIONS

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

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

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act and includes a cooper;

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

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

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

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

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

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

"can packer" means an employee engaged in hand grading prepared fruit or vegetables according to size and/or quality, whilst washing and filling such products into cans or bottles, 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;

"eetlokaalkok" 'n werknemer, uitgesonderd 'n "sopkoker", wat etes vir 'n eetlokaal gaarmaak en ook vir die gaarmaak daarvan verantwoordelik is;

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

"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 of toesighouer oor 'n groep werknemers graad V toesig hou;

"onderbaas, vrou," 'n vroulike werknemer in die landdrostdistrik Caledon wat onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman of toesighouer oor 'n groep werknemers graad V 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;

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

"knipper" 'n werknemer wat deur middel van 'n kniptoestel die stukwerk wat gedurende die dag deur stukwerkers verrig 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, werknemers graad I, graad II, graad III of graad IV, 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, massameet en/of bymeekaarmaak van die goedere, die natel van pakkette en die merk en adresseer daarvan;

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

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

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

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

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

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

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

Etiket uitreik en aantekening daarvan hou;
bestellings bymeekaarmaak;
aantekening hou van die hoeveelheid en/of massa van goedere wat verbruik word;
goedere massameet;
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;

"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;

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

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

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

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

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

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

"departmental foreman" means an employee, other than a factory foreman, assistant factory foreman, supervisor or chargehand who, in either the fruit preparation or canning departments of an establishment is in charge of supervisors; Grade I, 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, mass-measuring 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;

"driver of a motor vehicle" means an employee other than an industrial tractor driver or 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;

"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 Grade V employee, 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 Grade V employee, an artisan, a machine handyman or an apprentice;

"experience" means, in relation to a food boiler, a factory clerk, a Grade I 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, or a Grade II employee respectively, in the Fruit and Vegetable Canning Industry;

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

"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 mass of goods consumed;
mass-measuring goods;
recording the times worked by employees;
recording piece-work earnings;
checking of time and piece-work in preparation for wage clerk;

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

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

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

"drywer van 'n fabrieksvurkhywa" 'n werknemer, uitgesonderd 'n drywer van 'n fabrieksvragwa of 'n drywer van 'n nywerheidstrekker, wat 'n meganiese aangedrewe vurkhywa dryf wat gebruik word om goedere te karwei en meganiese op te stapel, binne die fabriekspersoneel en/of tussen die personele wat deur die werkgewer gebruik word en hoogstens 91 meter uitmekaar staan, en vir die toepassing van hierdie omskrywing sluit "dryf" in alle tydperke waarin daar gedryf word en enige tyd wat die drywer bestee terwyl hy in beheer van die voertuig is of op werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf;

"fabrieksvoorman" '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;

"drywer van 'n fabrieksvragwa" 'n werknemer, uitgesonderd 'n drywer van 'n fabrieksvurkhywa of 'n drywer van 'n nywerheidstrekker, wat 'n meganiese aangedrewe vragwa dryf binne die fabriekspersoneel en/of tussen die fabriekspersonele wat deur die werkgewer gebruik word en hoogstens 91 meter uitmekaar staan, en vir die toepassing van hierdie omskrywing sluit "dryf" in alle tydperke waarin daar gedryf word en enige tyd wat die drywer bestee terwyl hy in beheer van die voertuig is of op werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf;

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

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

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

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

"voedselkoker, gekwalifiseer," 'n voedselkoker met minstens 18 maande ondervinding as voedselkoker in die Vrugte- en Groente-inmaaknywerheid;

"voedselkoker, ongekwalifiseer," 'n voedselkoker met minder as 18 maande ondervinding as voedselkoker in die Vrugte- en Groente-inmaaknywerheid;

"Vrugte-en-Groente-inmaaknywerheid" die Nywerheid waarin die werkgewer en sy werknemer geassosieer is in 'n fabriek waar enige van ondergenoemde produkte vervaardig word:

(a) Fynkonfyt, marmelade, jellie, stukkonfyt, ingemaakte vrugte en/of ingemaakte groente, vrugte- en/of groentekonsentrate, -sappeen -moes, sop, tamatiesous en gekookte spaghetti, vleis en/of sous wat deur hit te teen bederf gevrywaar kan word in lugdig verseelde houers uitsluitlik of gedeeltelik van blik of glas gemaak;

(b) glans- en gekristalliseerde vrugte (behalwe gedroogde of gemaalde vrugte), ontwaterde vrugte en groente of vrugte en groente 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 soorte houers, en gepreserveer volgens ander metodes as dié hierbo beskryf;

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

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

"werknemer, graad I," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Bediener van 'n ammoniakpersinstallasie;
- (2) bediener van 'n outomatiese bottel-etikettermasjien;
- (3) bediener van 'n outomatiese blik-etikettermasjien;
- (4) bediener van 'n outomatiese dubbelnaatmasjien;
- (5) drywer van 'n fabrieksvurkhywa;
- (6) drywer van 'n fabrieksvragwa;
- (7) sapuitdrukker;
- (8) laboratoriumassistent;
- (9) toesighouer by loogindoping;
- (10) bediener van 'n masjien wat houers met ereties vul en dit pekel;
- (11) bediener van 'n retortdrukkoker;
- (12) stroopmaker;
- (13) bediener van 'n vakuumbokinstallasie en/of verdamer;

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 91 metres 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 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;

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

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

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

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

"food boiler, qualified," means a food boiler who has had not less than 18 months' experience as a food boiler in the Fruit and Vegetable Canning Industry;

"foodboiler, unqualified," means a food boiler who has had less than 18 months' experience as a foodboiler in the Fruit and Vegetable Canning Industry;

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

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

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

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 or operations:

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

"werknemer, graad I, gekwalifiseer," 'n werknemer, graad I met minstens ses maande ondervinding;
 "werknemer, graad I, ongekwalifiseer," 'n werknemer, graad I met minder as ses maande ondervinding;
 "werknemer, graad II," 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Eetlokaalkok;
- (2) knipper;
- (3) voerder van 'n dubbelnaatmasjien;
- (4) elektrotegniese assistent;
- (5) handetiketteerder;
- (6) drywer van 'n nywerheidstrekker;
- (7) Kellytoestel-bestanddeelluimeter;
- (8) bediener van 'n loogindoomasjien en -installasie;
- (9) platkissies of kassies van ongesaagde materiaal maak;
- (10) afmeter;
- (11) toesighouer by 'n perske-ontpit- of -herontpitmasjien;
- (12) toesighouer by 'n masjien wat pere skil en die klokhuise uithaal;
- (13) stukwerkkaartjieteller;
- (14) gehaltebepaler;
- (15) handsoldeerder;
- (16) sjabloonsnyer;
- (17) een of meer van die volgende kragmasjiene bedien of toesig daaroor hou:

- (a) Outomatiese bottelvuller en/of toekurker;
- (b) outomatiese bottelwasser en/of steriliseerder;
- (c) outomatiese kartonhouerverseëlaar en -saamperser;
- (d) sentrifuge;
- (e) 'n masjien wat sitrusvrugte outomaties in kwarte of halwes sny;
- (f) 'n masjien wat mielies afsny, meng, afbaard, was en afblaar;
- (g) palletaflaaiër;
- (h) hidrostatiese koker;
- (i) konfythyser, 'n masjien wat houters met konfynt vul of wat konfynt afkoel;
- (j) 'n masjien wat waatlemoen in blokkies sny;
- (k) 'n masjien wat pynappels sny, afskil en die binneste uithaal;
- (l) 'n masjien wat pynappels in skywe sny;
- (m) 'n masjien wat moes berei en/of opbreek;
- (n) nie-outomatiese dubbelnaatmasjien;
- (o) nie-outomatiese kragpers;
- (p) 'n masjien wat groente kerf of dit in skyfies of blokkies sny;
- (q) 'n masjien wat afdraad en uitdop;

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

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

"werknemer, graad III," '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 houters vasbind en/of bande met behulp van 'n draadklemmasjien daarom sit;
- (2) ingenieursassistent;
- (3) stoker;
- (4) handetiketteerder van bottels;
- (5) bediener van 'n passasiershysbak;
- (6) massameet op 'n massameter met 'n ronde wysersplaat;
- (7) een of meer van die volgende kragmasjiene bedien en/of toesig daaroor hou:

- (a) Outomatiese blikkiestroopvulmasjien;
- (b) outomatiese volumetriese varsvrugte- en/of -groentevulmasjiene;
- (c) fynkapper-versnipperaar;
- (d) afvoerpot;
- (e) waatlemoen skil en in repies sny;
- (f) maalmasjien;
- (g) menger en/of klopper;
- (h) perske-ontpit- of -herontpitmasjien;
- (i) masjien wat pere skil en die klokhuise uithaal;
- (j) voorverhittingsmasjien;
- (k) voorbereidingsgradeermasjien (gesnyde of vars vrugte);
- (l) pompmasjien;
- (m) sifmasjien;
- (n) krammasjien;
- (o) groenteskilmasjien;

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

- (1) Bediener van 'n outomatiese blikverpakkingsmasjien;
- (2) sitruskil met die hand skoonmaak vir die vervaardiging van gesnipperde en/of versuikerde skil;
- (3) toilette skoonmaak;

"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 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) piece-work ticket tallier;
- (14) quality checker;
- (15) soldering by hand;
- (16) stencil cutter;
- (17) operating and/or attending one or more of the following power-driven machines:

- (a) Automatic bottle filling and/or corking;
- (b) automatic bottle washing and/or sterilising;
- (c) automatic carton sealing and compressing;
- (d) centrifuge;
- (e) citrus automatic quartering or halving;
- (f) corn cutting, mixing, silking, washing and husking;
- (g) depalletiser;
- (h) hydrostatic cooker;
- (i) jam elevator, jam filling or jam cooling;
- (j) melon dicing;
- (k) pineapple cutting, peeling and coring;
- (l) pineapple slicing;
- (m) pulping and/or disintegrating;
- (n) non-automatic double seaming;
- (o) non-automatic power-press;
- (p) vegetable cutting, slicing or dicing;
- (q) 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 or 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) mass-measuring with circular dial massmeter;
- (7) operating and/or attending one or more of the following power-driven machines:

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

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

- (1) Automatic can casing machine attendant;
- (2) cleaning citrus peel by hand for making cut and/or candied peel;
- (3) cleaning toilets;

- (4) bottels of fesse met die hand of 'n handmasjien kroon, toekurk of enige ander soort prop of afsluiter daarop sit;
- (5) vroulike leëblikvoerder;
- (6) etikette van volle grootte met die hand aan blikke met 'n inhoud van A10 of meer vasheg;
- (7) bediener van goederehyser;
- (8) bode;
- (9) bediener van enige kragaaangedrewe masjine nie elders in hierdie Ooreenkoms gespesifiseer nie;
- (10) rantsoengarmaker;
- (11) warm blikke van rolbaan vir retortvulwerk afhaal;
- (12) sopkoker;
- (13) oorpakke (met die hand) was, stryk en/of heelmaak;
- (14) massameet volgens 'n gestelde massameter.

"werknemer, graad V," 'n werknemer wat in een of meer van die volgende hoedanighede in diens is of een of meer van die volgende werksaamhede verrig:

- (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;
- (3) persele, uitgesonderd toilette, 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, driewiel of handvoertuig aflewer;
- (6) gesnyde of ongesnyde vrugte en/of groente in water indoop;
- (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 dek-sels aan 'n dubbelnaatmasjien 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 aflai, 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 uithark, uitgesonderd in stoomketels, of afval of 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 verpakings oopmaak, verseël of toemaak;
- (21) 'n handhyser bedien;
- (22) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (23) bereide, rou, geblansjeerde of verhitte vrugte of groente in houers of bottels verpak, maar nie blikkiesverpakking nie;
- (24) 'n handvoertuig of -trok stoot of trek;
- (25) sap uit sitrusvrugte pers;
- (26) pitte met die hand uit vrugte verwyder;
- (27) plat kissies, kratte of kiste met die hand met klaar-bereide materiaal herstel;
- (28) met rubberstempels stempel;
- (29) ertjies, boontjies of ander groente met die hand uitdop;
- (30) met die hand sif;
- (31) leë potjies of fesse, bottels, blikkies of ander houers sorteër; leë sakke sorteër, tel of in bondels opmaak;
- (32) stukke sitruskil uitsorteër nadat dit geskil is;
- (33) vrugte en/of groente op 'n band of vervoerband 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) versierfifelbord- 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, sorteër, skil, regsny, in skyfies sny, ontpit, snipper, ontkern of stukkend sny;
- (41) 'n ambagsman, 'n masjienfaktotum of 'n vakleerling bystaan indien nodig, maar nie om die werk van sodanige ambagsman, masjienfaktotum of vakleerling te verrig nie.

- (4) crowning, corking or placing any other stopper or closer, in or on bottles or jars by hand or hand-operated machines;
- (5) female empty can feeder;
- (6) fixing full-size labels by hand to tins of a capacity of A10 or more;
- (7) goods lift attendant;
- (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 hand), ironing and/or mending overalls;
- (14) mass-measuring to a set massmeter.

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

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

"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 A10-blikkies is, maar dit sluit nie 'n werknemer in wat slegs etikette regsit om met 'n masjien geëtiketteer te word of wat slegs beskadigde etikette vervang nie;

"drywer van 'n nywerheidstrekker" 'n werknemer wat 'n nywerheidstrekker dryf wat een of meer sleepwaens trek, en vir die toepassing van hierdie omskrywing 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;

"konfytroerder 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;

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

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

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

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

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

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

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

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

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

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

"bediener van perske-ontpit-, of -herontpitmasjien" 'n werknemer wat 'n perseke-ontpit- of -herontpitmasjien bedien, versorg, aan- en afskakel en wat klein verstellings daaraan kan doen en/of sodanige masjien kan voer of daarvan afneem;

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

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

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

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

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

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

"bediener van 'n masjien wat pynappels stukkend sny, afskil en binnestes uithaal" 'n werknemer wat 'n masjien bedien wat pynappels stukkend sny, afskil en binnestes uithaal, 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);

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

"hand labeller" means an employee engaged in affixing full-size labels to tins smaller than A10 cans, but does not include an employee merely engaged in adjusting labels whilst machine-labelling or replacing damaged labels;

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

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

"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 massmeter 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 measuring out, other than to a set massmeter, 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;

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

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

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

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

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

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

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

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

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

"bediener van 'n masjien wat pynappels 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, waterdigte 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;

"gehaltebeepaler" 'n werknemer wat, onder die toesig van 'n laboratoriumassistent, ingemaakte vrugte en/of groente vir gehalte-merke ondersoek;

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

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

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

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

"sjabloonsnyer" 'n werknemer wat sjablone sny;

"magasynman" '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 magasyn of pakhuis en/of die aflewering van goedere uit 'n magasyn of pakhuis 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 fabrieksvorman, afdelingsvorman of assistent-fabrieksvorman, wat toesig hou oor 'n groep of afdeling werknemers, graad I, graad II, graad III of graad IV of onderbase of fabrieksklerke, en wat oor werknemers, graad V, toesig kan hou;

"bediener van 'n vakuumpkookinstallasie en/of verdamer" 'n werknemer wat verantwoordelik is vir die werking van een of meer afraad- en uitdopmasjiene en wat die masjiene kan aan- en afskakel en klein verstellings daaraan kan doen;

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

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

"welsynsbeampte" 'n werknemer inbesit van 'n geldende bekwaamheidsertifikaat in eerstehulp deur enigeen van die volgende organisasies uitgereik:

- Die Suid-Afrikaanse Rooikruisvereniging;
 - die St John Ambulance Association;
 - die Suid-Afrikaanse Noodhulpiga;
- 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

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

	Tot 30/9/75	Vanaf 1/10/75	Vanaf 1/10/76
	R	R	R
Stoomketelbediener.....	19,70	21,70	23,70
Blikkiespakker, man.....	16,00	18,00	20,00
Blikkiespakker, vrou.....	13,60	15,20	16,80
Blikkiesstoets.....	17,33	19,33	21,33
Onderbaas, man.....	17,75	19,75	21,75
Onderbaas, vrou (slegs landdrosdistrik Caledon).....	14,20	15,80	17,40

"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;

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

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

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

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

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

"stencil cutter" means an employee who cuts stencils;

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

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

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

"vacuum boiling plant and/or evaporator attendant" means an employee who operates a vacuum boiling plant or evaporator 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 production by the plant of concen- and hulling machines and who may stop and start these machines and make minor adjustments thereto;

"wage" means, unless where otherwise specified, that portion of the remuneration payable in money to an employee in terms of clause 4 (1) in respect of the ordinary hours of work laid down in clause 6 (1) and (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:

- The Red Cross Society of South Africa;
 - the St John Ambulance Association;
 - die Suid-Afrikaanse Noodhulpiga;
- and who is in charge of a first-aid room.

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

4. REMUNERATION

(1) The minimum weekly wage which shall be paid by an employer to an employee shall be as set out hereunder in respect of the classes and grades indicated:

	Until 30/9/75	From 1/10/75	From 1/10/76
	R	R	R
Boiler attendant.....	19,70	21,70	23,70
Can packer, male.....	16,00	18,00	20,00
Can packer, female.....	13,60	15,20	16,80
Can tester.....	17,33	19,33	21,33
Chargehand, male.....	17,75	19,75	21,75
Chargehand, female (Magisterial District of Caledon only).....	14,20	15,80	17,40

	Tot 30/9/75	Vanaf 1/10/75	Vanaf 1/10/76		Until 30/9/75	From 1/10/75	From 1/10/76
	R	R	R		R	R	R
Drywer van 'n motorvoertuig waar- van die loonvrag tesame met die loonvrag van enige sleepwaens wat deur sodanige voertuig getrek word—				Driver of a motor vehicle, the pay- load of which together with the payload of any trailers drawn by such vehicle—			
(i) hoogstens 5 metrieke ton is	27,30	29,30	31,30	(i) does not exceed 5 metric tons	27,30	29,30	31,30
(ii) meer as 5 metrieke ton maar hoogstens 8 metrieke ton is	30,70	32,70	34,70	(ii) exceeds 5 metric tons, but not 8 metric tons.....	30,70	32,70	34,70
(iii) meer as 8 metrieke ton maar hoogstens 25 metrieke ton is	34,20	36,20	38,20	(iii) exceeds 8 metric tons, but not 25 metric tons.....	34,20	36,20	38,20
(iv) meer as 25 metrieke ton is..	38,20	40,20	42,20	(iv) exceeds 25 metric tons.....	38,20	40,20	42,20
Fabrieksklerk, gekwalifiseer.....	19,60	21,60	23,60	Factory clerk, qualified.....	19,60	21,60	23,60
Fabrieksklerk, ongekwalifiseer—				Factory clerk, unqualified—			
gedurende eerste ses maande				during first six months' experience	17,65	19,65	21,65
ondervinding.....	17,65	19,65	21,65	during second six months'	18,73	20,73	22,73
gedurende tweede ses maande				experience.....			
ondervinding.....	18,73	20,73	22,73	Fast closing and syruiping machine			
Bediener van 'n sneltoemaak- en				operator.....	21,80	23,80	25,80
stroopmasjien.....	21,80	23,80	25,80	Food boiler, qualified.....	29,40	31,40	33,40
Voedselkoker, gekwalifiseer.....	29,40	31,40	33,40	Food boiler, unqualified—			
Voedselkoker, ongekwalifiseer—				during first three months'	17,38	19,38	21,38
gedurende eerste drie maande				experience.....			
ondervinding.....	17,38	19,38	21,38	during second three months'	19,40	21,40	23,40
gedurende tweede drie maande				experience.....			
ondervinding.....	19,40	21,40	23,40	during third three months'	21,38	23,38	25,38
gedurende derde drie maande				experience.....			
ondervinding.....	21,38	23,38	25,38	during fourth three months'	24,23	26,23	28,23
gedurende vierde drie maande				experience.....			
ondervinding.....	24,23	26,23	28,23	during fifth three months'	25,63	27,63	29,63
gedurende vyfde drie maande				experience.....			
ondervinding.....	25,63	27,63	29,63	during sixth three months'	27,25	29,25	31,25
gedurende sesde drie maande				experience.....			
ondervinding.....	27,25	29,25	31,25	Fruit checker, male.....	16,25	18,25	20,25
Vrugteondersoeker, man.....	16,25	18,25	20,25	Fruit checker, female.....	13,85	15,45	17,05
Vrugteondersoeker, vrou.....	13,85	15,45	17,05	Grade I employee, qualified.....	21,35	23,35	25,35
Werknemer, graad I, gekwalifiseer	21,35	23,35	25,35	Grade I employee, unqualified—			
Werknemer, graad I, ongekwalifi- seer—				during first three months'	18,85	20,85	22,85
gedurende eerste drie maande				experience.....			
ondervinding.....	18,85	20,85	22,85	during second three months'	20,28	22,28	24,28
gedurende tweede drie maande				experience.....			
ondervinding.....	20,28	22,28	24,28	Grade II employee, qualified.....	19,70	21,70	23,70
Werknemer, graad II, gekwalifiseer	19,70	21,70	23,70	Grade II employee, unqualified—			
Werknemer, graad II, ongekwalifi- seer—				during first three months'	17,33	19,33	21,33
gedurende eerste drie maande				experience.....			
ondervinding.....	17,33	19,33	21,33	during second three months'	18,53	20,53	22,53
gedurende tweede drie maande				experience.....			
ondervinding.....	18,53	20,53	22,53	Grade III employee.....	18,03	20,03	22,03
Werknemer, graad III.....	18,03	20,03	22,03	Grade IV employee, male.....	16,98	18,98	20,98
Werknemer, graad IV, man.....	16,98	18,98	20,98	Grade IV employee, female.....	13,15	14,75	16,35
Werknemer, graad IV vrou.....	13,15	14,75	16,35	Grade V employee, male, 18 years			
Werknemer, graad V, man, 18 jaar				of age or over.....	16,00	18,00	20,00
of ouer.....	16,00	18,00	20,00	Grade V employee, male, under 18			
Werknemer, graad V, man, onder				years of age.....	14,70	16,70	18,70
18 jaar.....	14,70	16,70	18,70	Grade V employee, female, 18 years			
of ouer.....	12,00	14,40	16,00	of age or over.....	12,80	14,40	16,00
Werknemer, graad V, vrou, 18 jaar				Grade V employee, female, under			
of ouer.....	11,50	13,10	14,70	18 years of age.....	11,50	13,10	14,70
Werknemer, graad V, vrou, onder				18 years of age.....	17,23	19,23	21,23
18 jaar.....	12,00	14,40	16,00	Jam stirrer.....	17,33	19,33	21,33
Konfytroerder.....	11,50	13,10	14,70	Laundry machine attendant.....	28,53	30,53	32,53
Bediener van 'n was- en strykmasjien	17,23	19,23	21,23	Machine handyman.....	16,98	18,98	20,98
Masjienfaktotum.....	17,33	19,33	21,33	Peach pitting or repitting machine			
Voerder van 'n perske-ontpit- of	28,53	30,53	32,53	feeder, male.....	13,60	15,20	16,80
-herontpitmasjien, man.....	16,98	18,98	20,98	Pear peeling and coring machine			
Voerder van 'n perske-ontpit- of				feeder, male.....	16,98	18,98	20,98
-herontpitmasjien, vrou.....	13,60	15,20	16,90	Pear peeling and coring machine			
Voerder van 'n masjien wat pere				feeder, female.....	13,60	15,20	16,80
skil en klokhuysies uithaal, man	16,98	18,98	20,98	Protective clothing attendant, male	17,33	19,33	21,33
Voerder van 'n masjien wat pere skil				Protective clothing attendant, female	14,93	16,53	18,13
en kokhuysies uithaal, vrou.....	13,60	15,20	16,80	Retort pressure cooker supervisor	23,25	25,25	27,25
Versorger van beskermende klere,				Supervisor, male.....	21,38	23,38	25,38
man.....	17,33	19,33	21,33	Supervisor, female.....	15,58	17,18	18,78
Versorger van beskermende klere,				Watchman.....	19,28	21,28	23,28
vrou.....	14,93	16,53	18,13	Welfare officer.....	25,20	27,20	29,20
Toesighouer oor 'n retortdrukkoker	23,25	25,25	27,25	Casual employee.....	*	*	*
Toesighouer, man.....	21,38	23,38	25,38				
Toesighouer, vrou.....	15,58	17,18	18,78				
Wag.....	19,28	21,28	23,28				
Welsynsbeaampte.....	25,20	27,20	29,20				
Los werknemer.....	*	*	*				

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

(2) Niks in hierdie Ooreenkoms 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

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

(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

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 werkgewer in dieselfde beroep of graad werksaam is.

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

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

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

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

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

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

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

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

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

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens klousule 7 (3), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks, of indien die 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 ná uitskeityd, of by beëindiging van diens, indien dit voor die gewone betaaldag plaasvind, en moet dit in 'n koevert of ander houer wees en vergesel gaan van 'n staat waarop die volgende vermeld word: Die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, werknemer se beroep, getal gewone ure en oortydure gewerk, bedrag vir oortyd betaal, besoldiging, en die tydperk waarvoor besoldiging betaal word.

(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; met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema ten opsigte waarvan daar regtens van die werkgewer vereis word om by te dra.

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

(5) *Kos en inwoning*.—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, mag 'n werkgewer nie sy werknemer verplig om van hom of van 'n persoon of by 'n plek wat hy aanwys, kos en/of inwoning aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir huishuur, verlof-, siekte-, versekerings-, voorsorg- of pensioenfonds: Met dien verstande dat in die geval van 'n aftrekking vir 'n siekte- of voorsorgfonds ingevolge die tweede voorbehoedsbepaling 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;

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

(3) *Basis of contract*.—For the purposes 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 employee 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 plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in subclause (1):

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

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

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clause 7 (3) any amount due to an employee other than a casual employee shall be paid in cash weekly or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within 15 minutes of ceasing work on the usual pay-day of the factory or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or other container and accompanied by a statement showing the employer's name, the employee's name or pay-roll 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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

(5) *Board and lodging*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Act, 1964, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for house rent, holiday, sick, insurance, provident or pension funds: Provided that in a case of a deduction for sick or provident fund in terms of the second 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) 'n bedrag wat 'n werkgewer regtens moet of mag aftrek;
 (d) vir 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, 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 daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoearbeid, 1964, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, hoogstens die bedrae hieronder gespesifiseer:

	Per week	Per maand
	R	R
Kos.....	0,30	1,30
Inwoning.....	0,20	0,86½
Kos en inwoning.....	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 werkgewer sy werknemer minstens vier uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

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

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

6. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYDWERK

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

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

(i) ses-en-veertig uur in 'n week van 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 hoogstens 46 in een week is;

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

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

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

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

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

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

(3) *Etenspouse.*—'n Werkgewer 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 word nie en dié pouse word nie geag deel van die gewone werk- of oortydure uit te maak nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer kan 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, kan die werkgewer met sodanige werknemer ooreenkom om die etenspouse tot minstens 20 minute in te kort; in so 'n geval, en nadat die werkgewer 'n verklaring aangaande so 'n ooreenkoms by die Afdelingsinspekteur van die Departement van Arbeid vir sy gebied ingedien het, mag die etenspouse aldus ingekort word;

(ii) indien die werkgewer op 'n bepaalde dag weens oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, dié pouse op versoek van die werknemer tot 15 minute verkort mag word, mits die totale tydperk wat daardie werknemer ná die eerste etenspouse van die dag gewerk het, hoogstens sewe uur is;

(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;

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

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

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

(e) when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:

	Per week	Per month
	R	R
Board.....	0,30	1,30
Lodging.....	0,20	0,86½
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 in any week from Monday to Saturday inclusive;

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

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

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

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

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

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

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

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

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

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

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

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

(v) 'n drywer van 'n motorvoertuig wat elders diens doen as by sy werkgever 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 drywer vergesel.

(4) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers wat in of by sy fabriek werk, uitgesonderd 'n motorvoertuigdrywer, 'n ruspouse van minstens 15 minute toestaan, en wel so ná doenlik aan—

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

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

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

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

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

(8) *Vroulike werknemers.*—'n Werkgever 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 werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—
- (i) die werknemer voor 12-uur middag daarvan in kennis gestel het; of
- (ii) aan sodanige werknemer 'n toereikende ete verskaf het voordat die oortydwerk begin; of
- (iii) aan sodanige werknemer betyds 50c betaal het om haar in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin.

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

- (a) Ten opsigte van alle oortydwerk deur hom verrig, besoldiging teen minstens een en 'n half maal sy loon; en
- (b) ten opsigte van alle oortydwerk deur hom verrig op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag en Kersdag, besoldiging teen minstens twee maal sy gewone loon;

Met dien verstande dat waar oortyd wat op 'n daaglikse grondslag bereken is, in enige bepaalde week sou verskil van oortyd wat op 'n weeklikse grondslag bereken is, dié grondslag aanvaar moet word wat die grootste hoeveelheid oortyd gedurende die week oplewer.

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

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

- (i) hy geen bedrag van sy wag se loon ten opsigte daarvan afreke nie;
- (ii) 'n werkgever, in plaas van sy wag sodanige vry dag toe te staan, aan sodanige wag die loon kan betaal wat hy sou ontvang het as hy op daardie dag nie gewerk het nie, plus 'n bedrag van minstens sy dagloon vir sodanige dag wat nie toegestaan is nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgever sy werknemer vir elke voltooid 12 maande aaneenlopende diens by hom, verlof toestaan van—

- (a) in die geval van 'n wag, vier agtereenvolgende weke;
- (b) in die geval van alle ander werknemers, drie agtereenvolgende weke;

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

(2) Die verlof in subklousule (1) gemeld, moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande

(i) indien dié verlof nie eerder toegestaan is nie, dit binne twee maande na afloop van die 12 maande diens waarop dit betrekking het, toegestaan moet word;

(ii) sodanige verlof nie met siekteverlof wat kragtens klousule 8 toegestaan is, en ook nie met 'n tydperk van militêre opleiding mag saamval nie;

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

(4) *Rest intervals.*—An employee shall grant to each of his employees employed in or about his factory other than a motor vehicle driver, a rest interval of not less than 15 minutes at as nearly as practicable—

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

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

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

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

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

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

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in a week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than 60 days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
- (i) before midday given notice thereof to such employee; or
- (ii) provided such employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee 50 cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

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

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

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

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

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

- (i) he makes no deduction from his watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2) an employer shall grant to his employee in respect of each completed 12 consecutive months of employment with him—

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

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

(2) The leave referred to in 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 12 months 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) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag binne sodanige ver-
val, nog 'n dag ter vervanging van elkeen van sodanige
dae by genoemde tydperk gevoeg moet word as 'n verdere
tydperk van ver-
lof met volle besoldiging;

(iv) 'n werkgewer enige dag geleentheidsverlof met volle
besoldiging wat gedurende die 12 maande diens waarop die
jaarlikse verlof betrekking het, op sy werknemer se skrifte-
like versoek aan laasgenoemde toegestaan is, van sodanige
verlof mag aftrek;

(v) 'n werkgewer en sy werknemer skriftelik ooreen kan
kom om die jaarlikse verlof oor 'n diens-tydperk van hoog-
stens twee agtereenvolgende jare te laat ooploop.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of enige
daaropvolgende 12 maande diens by dieselfde werkgewer beëin-
dig word voordat die verlof in subklousule (1) gemeld, hom
toeval, moet, behoudens die vierde voorbehoudbepaling van
subklousule (2), by sodanige diensbeëindiging in plaas van ver-
lof te ontvang vir elke voltooide maand van so 'n tydperk
van minder as 12 aaneenlopende maande minstens een sesde
betaal word van die weekloon wat hy ontvang het onmiddellik
voor die datum van beëindiging.

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

(6) Vir die toepassing van hierdie klousule word die uit-
drukking "diens" geag alle tydperke in te sluit waarin 'n werk-
nemer—

- (a) afwesig is met verlof kragtens subklousule (1);
- (b) ingevolge die Verdedigingswet, 1957, militêre oplei-
ding ondergaan;
- (c) op las of op versoek van sy werkgewer van die werk
afwesig is;
- (d) afwesig is met siekteverlof kragtens klousule 8;

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

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

(ii) in die geval van 'n werknemer wat voor die datum
van inwerkingtrekking van hierdie Ooreenkoms in diens was en
op wie 'n wet van toepassing was wat jaarlikse verlof voor-
skryf, maar wat nog nie daarkragtens op verlof geregtig geword
het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, op die datum
waarop die betrokke werknemer by sy werkgewer in diens getree
het, of op die datum van inwerkingtrekking van hierdie Oor-
eenkoms, naamlik die jongste datum.

8. SIEKTEVERLOF

(1) 'n Werkgewer moet sy werknemer wat, nadat hy een
maand by hom in diens was, van die werk afwesig is weens
siekte of 'n ongeluk (uitgesonderd 'n ongeluk of vergoedings-
pligte siekte waarvoor vergoeding kragtens die Ongevalwet,
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 siekteverlof met volle besoldiging, of, anders,
30 werkdag siekteverlof met halwe besoldiging;

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

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

en moet hy hom vir 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 helfte van die loon
wat die werknemer sou ontvang het as hy gedurende dié tyd-
perk gewerk het: Met dien verstande dat die werkgewer kan
vereis 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 voorts, dat hierdie klousule nie van toe-
passing is nie as daar kragtens 'n ooreenkoms tussen die werk-
gewer en sy werknemers, of tussen 'n werkgewer en die Food

(iii) if New Year's Day, Good Friday, Ascension Day,
Republic Day, Day of the Covenant or Christmas Day falls
within the period of such leave another day shall, in sub-
stitution 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 12 months 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 commence-
ment of such leave.

(4) An employee whose contract of employment terminates
in the first or any subsequent 12 months of employment with
the same employer before the period of leave referred to
in subclause (1) has accrued shall, save as provided in the
fourth proviso to subclause (2), upon such termination be paid
in lieu of leave and in respect of each completed month of
such period of less than 12 consecutive months 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 employ-
ment terminates before such leave has been granted shall upon
such termination be paid in respect of leave the amounts refer-
red to in subclause (1) and (4).

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

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

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

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

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

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

8. SICK LEAVE

(1) An employer shall grant to his employee after one month's
employment with him and who is absent from work through
sickness or accident (other than an accident or a scheduled
disease for which compensation is payable under the Work-
men's Compensation Act, 1941, or an accident caused by his
own misconduct)—

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

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

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

in the aggregate during any one year of employment with him
and shall pay to him in respect of the period of absence in
terms hereof not less than the wage he would have received had he
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 further that where, in any fac-
tory there exists or may be established by virtue of an agree-
ment between the employer and his employees, or between an
employer and the Food and Canning Workers' Union a sick

and Canning Workers' Union, in 'n fabriek 'n siektebystand- of voorsorgfonds 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 sodanige werknemer betaal word of betaalbaar is, en waaruit 'n werknemer ingeval van afwesigheid of afwesighede van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk of vergoedingspligte siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is), in 'n bepaalde jaar ten opsigte van dié 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 wesenlik minder gunstig is as hierdie bepaling nie.

(2) Ondanks subklousule (1) hiervan, kan die Fonds in die geval van die Mediese Fonds van die Fruit en 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 fabriekke 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 na die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, kies of hy ten opsigte van al sy werknemers verlang om die hoofbepalings of die alternatiewe bepalinge van subklousule (1) (a); (b) en (c) na te kom, en moet binne genoemde tydperk sy keuse en die datum daarvan bekendmaak aan sy werknemers, deur 'n kennisgewing op 'n opvallende plek in sy bedryfsinrigting te vertoon, en aan die Afdelingsinspekteurs van Arbeid, Kaapstad, George en Johannesburg en die Sekretaris van die Food and Canning Workers' Union, Kaapstad, deur hulle skriftelik daarvan in kennis te stel; en vanaf die datum waarop kennis aldus gegee is, is die hoofbepalings of die alternatiewe bepalinge, 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 subartikel 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, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag geregtig op verlof met volle besoldiging en moet dit verleen word: Met dien verstande dat—

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

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

(iii) indien 'n werknemer van die werk wegbly op 'n werkdag wat so 'n dag onmiddellik voorafgaan, 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.

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

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

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

(a) dié werknemer soos volg betaal, naamlik:

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

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 or a scheduled disease for which compensation is payable 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 subclause (1) (a), (b) and (c), and shall within the said period notify his election and the date thereof to his employees by notice posted up in a conspicuous place in his establishment and the Divisional Inspectors of Labour, Cape Town, George 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 subclause 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 purposes of this clause, the expression "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

(iii) whenever an employee absents himself on a work-day 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 "work-day" excludes any Sunday and in the case of an employee who works a five-day week, any Saturday.

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

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

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

(a) pay to the employee—

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

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

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

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

10. GETALSVERHOUDING

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

11. STUKWERK EN AANSPORINGSBONUSSKEMAS

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

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

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

(2) 'n Werkgewer moet op 'n opvallende plek in sy fabriek 'n staat van die stukwerkloone en aansporingsbonusloone in subklousule (1) gemeld, vertoon hou, en hy mag daardie lone nie verlaag nie tensy hy sy werknemer minstens twee weke kennis geege het van die voorgenome wysiging.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet alle uniforms, oorpakke en/of beskermende klere wat hy van sy werknemer vereis om te 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, 20c 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 WERKNEMERS GRAAD I EN GRAAD II, ONDERBASE EN TOESIGHOUERS

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

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

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

10. PROPORTION OF RATION

An employer shall employ on each shift a qualified food boiler, a qualified factory clerk, a qualified Grade I employee and a qualified Grade II employee, before he may employ an unqualified food boiler, an unqualified factory clerk, an unqualified Grade I 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, and one qualified Grade II employee for each two unqualified food boilers, unqualified factory clerks, unqualified Grade I employees, or unqualified Grade II employees, respectively, employed by him.

11. PIECE-WORK AND INCENTIVE BONUS SCHEMES

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

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

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

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

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in good condition free of charge, any uniforms, 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 20c 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. VAKVERENIGINGGERIEWE

(1) Elke werkgever 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 binne te gaan (met dien verstande dat geen vergaderings daar gehou word nie), ten einde—

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

(ii) nuwe lede te werf;

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

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

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

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

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

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

(2) Daar mag van geen vroulike werknemer vereis word om houters met 'n massa van meer as die volgende te dra of op te stapel nie:

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

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

16. DIENSSERTIFIKAAT

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

17. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

(3) Die opsegging in subklousule (1) gemeld, tree in werking op dié dag waarop die opsegging gedoen word: Met dien verstande dat dié opsegging nie mag saamval nie met, of kennis nie gegee mag word nie 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.

Geteken te Kaapstad op hede die 12de dag van September 1974.

G. D. VAN DEN BERG, Voorsitter

P. C. KEMP, Sekretaris

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

J. MENTOOR, Behoorlik Gemagtigde Verteenwoordiger (Werknemers).

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.

(2) No female employee shall be required to carry or stack any container the mass of which is more than—

(a) in the case of women of over 18 years: 11,34 kg;

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

16. CERTIFICATES OF SERVICE

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

17. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

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

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

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

(2) When an agreement is entered into in terms of the second proviso to subclause (1), the payment 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 12th day of September 1974.

G. D. VAN DEN BERG, Chairman.

P. C. KEMP, Secretary.

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

J. MENTOOR, Duly Authorised Representative (Employees).

No. R. 81

10 Januarie 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

VRUGTE-EN-GROENTE-INMAAKNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid—

(a) 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 Vruchte-en-Groente-inmaaknywerheid, gepubliseer by Goewermentskennisgewing R. 80 van 10 Januarie 1975 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare vakansiedae en werk op Sondae en openbare vakansiedae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat op siektebystand kragtens genoemde Ooreenkoms geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 81

10 January 1975

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

FRUIT AND VEGETABLE CANNING INDUSTRY

I, Marais Viljoen, Minister of Labour—

(a) 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. 80 of 10 January 1975 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) in terms of section 54 (1) of the said Act, and with effect from the second Monday after the date of publication of this notice and for such period as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sick benefits in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

Werk mooi daarmee.

Ons leef  daarvan

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Don't abuse  it.

water is for everybody

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