



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3710

REGULATION GAZETTE No. 3710

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 3710

30 Mei 1984

WET OP ARBEIDSVERHOUDINGE, 1956

VRUGTE- EN GROENTE-INMAAKNYWERHEID

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9) van die Wet op Arbeidsverhoudinge, 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 30 September 1984 eindig, bindend is vir die werkgewers en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is; en

(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, 6 (6) (f), 13 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1984 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.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

VERSOENINGSRAAD VIR DIE VRUGTE-EN-GROENTE-INMAAKNYWERHEID

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen

Anglo American Farms Ltd
Ashton Canning Co. (Pty) Ltd
Ceres Fruit Juices and Canning Co. (Pty) Ltd
Deepfreezing and Preserving (Firgrove) (Pty) Ltd
Gant's Foods (Pty) Ltd

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 3710

30 May 1984

LABOUR RELATIONS ACT, 1956

FRUIT AND VEGETABLE CANNING INDUSTRY

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a), as applied by section 48 (9) of the Labour Relations 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 30 September 1984 upon the employers who and the trade unions which entered into the said Agreement and upon the employees who are members of the said union; and

(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, 6 (6) (f), 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 1983, 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.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

CONCILIATION BOARD FOR THE FRUIT AND VEGETABLE CANNING INDUSTRY

AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

Anglo American Farms Ltd
Ashton Canning Co. (Pty) Ltd
Ceres Fruit Juices and Canning Co. (Pty) Ltd
Deepfreezing and Preserving (Firgrove) (Pty) Ltd
Gant's Foods (Pty) Ltd

**Highlands Canning (Pty) Ltd
Langeberg Koöperasie Bpk., en
South African Preserving Co. (Pty) Ltd**

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

The African Food and Canning Workers Union

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

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die volgende landdrosdistrikte:

(i) *Kaaprovinsie*.—Caledon, Ceres, Montagu, Mosselbaai, Paarl, Somerset-Wes, Strand, Tulbagh;

(ii) *Transvaal*.—Boksburg.

(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 Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, bepaal word, en bly van krag tot 30 September 1984.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 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 woordomskrif beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Mannekragopleiding aan hom uitgereik ingevolge artikel 27 van die Wet op Mannekragopleiding, 1981, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 30 (6) (c) of artikel 28 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 kartonhouerverseëlings- en -persmasjien" '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 omskrif 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;

"blikkiespakker" '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;

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

"blikkiestoetser" 'n werknemer wat lêë blikke gedurende die vervaardiging van oopkopblikke met die hand vir lekplekke onder duk 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 toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman of toesighouer wat algemene beheer het oor 'n groep werknemers graad IV;

"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 toetse verkry is;

**Highlands Canning (Pty) Ltd
Langeberg Koöperasie Bpk.; and
South African Preserving Co. (Pty) Ltd**

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

The African Food and Canning Workers' Union

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

1. AREA AND SCOPE OF APPLICATION 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 unions;

(b) in the following Magisterial Districts:

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

(ii) *Transvaal*.—Boksburg.

(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 Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in operation until 30 September 1984.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Labour Relations 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 Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the Registrar of Manpower Training in terms of section 27 of the Manpower Training Act, 1981, or a certificate issued to him by the said Registrar in terms of either section 30 (6) (c) or section 28 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 the purposes of this definition "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 or blemished matter from fruit or vegetables;

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

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

"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 generally in charge of a group of Grade IV 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 tests in connection with the preparation of products;

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

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

"afdelingsvoorman" 'n werknemer, uitgesonderd 'n fabrieksvoorman, assistent-fabrieksvoorman, toesighouer of onderbaas, wat ðf in die vrugtebereidingsafdeling ðf in die inmaakafdeling van 'n bedryfsinrigting in beheer is van opsigters en werknemers graad I, graad II, graad III of graad IV;

"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 bymekaarmaak van die goedere, die nagaan van pakkette en die merk en adresseer daarvan;

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

"drywer van 'n motorvoertuig" 'n werknemer, uitgesonderd 'n drywer van 'n nywerheidstrekker of 'n fabrieksvragwa of 'n fabrieksvurkhuyswa, wat 'n motorvoertuig met inbegrip van 'n passasiersbus, dryf, en vir die toepassing van hierdie omskrywing omvat " 'n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag 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 masjienfaktotum of 'n vakleerling, wat elektrotegniese werk kan doen onder toesig van 'n ambagsman, 'n masjienfaktotum of 'n vakleerling, dog dit sluit nie 'n werknemer in wat 'n ambagsman, 'n masjienfaktotum of 'n vakleerling slegs as werknemer graad IV bystaan nie;

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

"ingenieursassistent" 'n werknemer, uitgesonderd 'n ambagsman, 'n masjienfaktotum of 'n vakleerling, wat ingenieurswerk onder toesig van 'n ambagsman, 'n masjienfaktotum of 'n vakleerling kan verrig, dog dit sluit nie 'n werknemer in wat 'n ambagsman, 'n masjienfaktotum of 'n vakleerling slegs as werknemer graad IV 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 voedselkoker, fabrieksklerk, werknemer graad I, of 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 omskrywing van "Vrugte-en-groente-inmaaknywerheid" gemeld word, of 'n perseel waar minder as drie persone aldus in diens is, indien meganiese krag vir ander doeleindes as gewone verligting vir gemelde werksaamhede gebruik word;

"fabrieksklerk" 'n werknemer wat onder toesig van 'n voorman, 'n assistent-voorman of klerk een of meer van die volgende werksaamhede verrig:

- (1) Bestellings vir versending bymekaarmaak;
- (2) besonderhede aanteken van die tye wat werknemers werk;
- (3) besonderhede aanteken van jaarlikse of siekteverlof;
- (4) besonderhede aanteken van die indiensneming, ontslag of bedanking van werknemers;
- (5) loon- of tydkaarte gereed maak of aantekening hou van stukwerkverdienste vir latere gebruik deur 'n klerk;
- (6) goedere massameet en besonderhede daarvan aanteken;
- (7) goedere in ontvangs neem; besonderhede van goedere wat ontvang of uitgereik word, nagaan en aanteken;
- (8) etikette uitreik en aantekening daarvan hou;
- (9) fabrieksdokumente kopieer, liasseer, sorteer of andersins versorg;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens ses maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as ses maande ondervinding;

"drywer van 'n fabrieksvurkhuyswa" 'n werknemer, uitgesonderd 'n drywer van 'n fabrieksvragwa of 'n nywerheidstrekker, wat 'n meganiese aangedrewe vurkhuyswa dryf wat gebruik word om goedere te karwei en meganiese op te stapel binne die fabriekspersel en/of tussen die persele 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 alle tyd wat die drywer bestee terwyl hy in beheer van die voertuig is of op werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf;

"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 and Grade I, II, III or IV employees;

"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 of a factory truck driver of 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 machiner handyman or an apprentice but does not include an employee who merely assists as Grade IV employee, an artisan, a machine handyman or an apprentice;

"empty can feeder" means an 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;

"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 as Grade IV employee, assists 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 who performs one or more of the following duties under the supervision of a foreman, assistant foreman or clerical employee:

- (1) Assembling orders for despatch;
- (2) recording particulars of times worked by employees;
- (3) recording particulars of annual or sick leave;
- (4) recording the engagement, discharge or resignation of employees;
- (5) preparing wage or time cards or recording piece-work earnings for subsequent use by a clerk;
- (6) mass-measuring goods and recording the particulars thereof;
- (7) receiving goods; checking and recording particulars of goods received or issued;
- (8) issuing and recording labels;
- (9) copying, filing, sorting or otherwise attending to factory documents;

"factory clerk, qualified," means a factory clerk who has had not less than six months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than six months' 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;

"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 fabrieksvurkhuyswa of 'n nywerheidstrekker, wat 'n meganiese aangedrewe vragwa dryf binne die fabriekspersoneel en/of tussen die fabriekspersoneel wat deur die werkgewer gebruik word en hoogstens 91 meter uitmekaar staan, en vir die toepassing van hierdie omskrywing sluit "dryf" alle tydperke in waarin daar gedryf word en alle 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;

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

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

- (a) Die Suid-Afrikaanse Rooikruisvereniging;
 - (b) die St. John Ambulance Association;
 - (c) die Suid-Afrikaanse Noodhulppliga;
- en wat in beheer van die eerstehulpkamer is.

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

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

"voedselkoker, ongekwalifiseer," 'n voedselkoker met minder as ses 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 enigeen van ondergenoemde produkte vervaardig word:

(a) Fynkonfyt, marmelade, jellie, stukkonfyt, ingemaakte vrugte en/of ingemaakte groente, vrugte- en/of groentekonsentrate, -sappe en -moes, sop, tamatiesous en gekookte spaghetti, vleis en/of souse wat deur hitte teen bederf gevrywaar 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 sagte-vrugte), verpak in lugdig verseelde houers uitsluitlik of gedeeltelik van blik of glas gemaak, of in ander soorte houers, of gepreserveer volgens ander metodes as dié hierbo beskryf;

met inbegrip van alle werksaamhede wat daarmee gepaard gaan of daaruit voortspruit en wat deur alle sodanige werkgewers of werknemers 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 botteletikettermasjien;
- (3) bediener van 'n outomatiese bliketikettermasjien;
- (4) bediener van 'n outomatiese dubbelnaatmasjien;
- (5) drywer van 'n fabrieksvurkhuyswa;
- (6) drywer van 'n fabrieksvragwa;
- (7) bediener van 'n hidrostatiese koker;
- (8) sapuitdrukker;
- (9) laboratoriumassistent;
- (10) toesighouer by loogindoping;
- (11) houers met etjies vul en dit pekel;
- (12) bediener van 'n retortdrukkoker;
- (13) naattoetsers;
- (14) stroopmaker;
- (15) bediener van 'n vakuumbokinstallasie en/of verdamer;

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

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

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

"fast closing and syring machine operator" means an employee who works a fast closing and syring machine the speed of which is 09211309 more than 200 cans per minute output;

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

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

- (a) The Red Cross Society of South Africa;
 - (b) the St John Ambulance Association;
 - (c) die Suid-Afrikaanse Noodhulppliga;
- and who is in charge of a first-aid room;

"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 six months' experience as a food boiler in the Fruit and Vegetable Canning Industry;

"food boiler, unqualified," means a food boiler who has had less than six 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) hydrostatic cooker attendant;
- (8) juice extractor;
- (9) laboratory assistant;
- (10) lye scalding supervisor;
- (11) pea filling and brining;
- (12) retort pressure cooker attendant;
- (13) seam tester;
- (14) syrup maker;
- (15) vacuum boiling plant and/or evaporator attendant;

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

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

"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) Bediener van 'n outomatiese paletlaaier;
 - (2) ketelbediener;
 - (3) eetlokaalkok;
 - (4) knipper;
 - (5) voerder van 'n dubbelnaatmasjien;
 - (6) elektrotegniese assistent;
 - (7) ingenieursassistent;
 - (8) fabrieksklerk;
 - (9) handetiketteerder;
 - (10) drywer van 'n nywerheidstrekker;
 - (11) Kellytoestel-bestanddeeltmeter;
 - (12) bediener van 'n loogindoommasjien en -installasie;
 - (13) platkissies of kassies van ongesaagde materiaal maak;
 - (14) afmeter;
 - (15) toesighouer by 'n perske-ontpit- of -herontpitmasjien;
 - (16) toesighouer by 'n masjien wat pere skil en die klokhuise uithaal;
 - (17) stukwerkkaartjieteller;
 - (18) gehaltebepaler;
 - (19) bediener van 'n krimpwikkelmasjien;
 - (20) handsoldeerder;
 - (21) sjabloonsnyer;
 - (22) 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 kartonhouerverseelaar en -saamperser;
 - (d) sentrifuge;
 - (e) 'n masjien wat sitrusvrugte outomaties in kwarte of halwes sny;
 - (f) 'n masjien wat mielies afsny, meng, afblaar, was en afbaard;
 - (g) paletaflaier;
 - (h) konfythyser, 'n masjien wat houters met konfyt vul of wat konfyt afkoel;
 - (i) 'n masjien wat waatlemoen in blokkies sny;
 - (j) 'n masjien wat pynappels sny, afskil en die binneste uithaal;
 - (k) 'n masjien wat pynappels in skywe sny;
 - (l) 'n masjien wat moes berei en/of opbreek;
 - (m) 'n nie-outomatiese dubbelnaatmasjien;
 - (n) 'n nie-outomatiese kragpers;
 - (o) 'n masjien wat groente kerf of dit in skyfies of blokkies sny;
 - (p) 'n masjien wat afdraai 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 werksaam is of een of meer van die volgende werksaamhede verrig;
- (1) bediener van 'n outomatiese blikkieverpakkingsmasjien;
 - (2) kiste en/of ander houters vasbind en/of bande met behulp van 'n draadklemmasjien daarom sit;
 - (3) bliktoetsers;
 - (4) onderbaas;
 - (5) stoker;
 - (6) vrugtekontroleerder;
 - (7) bediener van 'n goederehysbak;
 - (8) handetiketteerder van bottels;
 - (9) konfyt roer;
 - (10) bediener van 'n wasserymasjien;
 - (11) massameet op 'n massameter met 'n ronde wyserplaat;
 - (12) bode;
 - (13) bediener van 'n handhyser;
 - (14) bediener van 'n passasiershysbak;
 - (15) beskermende klere versorg;
 - (16) sopkoker;
 - (17) oorpakke met die hand was, stryk en/of heelmaak;

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

- (1) Automatic palletiser operator;
 - (2) boiler attendant;
 - (3) canteen cook;
 - (4) clipper;
 - (5) double seamer feeder;
 - (6) electrical assistant;
 - (7) engineering assistant;
 - (8) factory clerk;
 - (9) hand labeller;
 - (10) industrial tractor driver;
 - (11) Kelly plant ingredient dispenser;
 - (12) lye scalding machine and plant operator;
 - (13) making trays or boxes from uncut material;
 - (14) measurer;
 - (15) peach pitting or repitting machine supervisor;
 - (16) pear peeling and coring machine supervisor;
 - (17) piece-work ticket tallier;
 - (18) quality checker;
 - (19) shrink-wrapping machine operator;
 - (20) soldering by hand;
 - (21) stencil cutter;
 - (22) 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) jam elevator, jam filling or jam cooling;
 - (i) melon dicing;
 - (j) pineapple cutting, peeling and coring;
 - (k) pineapple slicing;
 - (l) pulping and/or disintegrating;
 - (m) non-automatic double seaming;
 - (n) non-automatic power-press;
 - (o) vegetable cutting, slicing or dicing;
 - (p) 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) Automatic can casing machine attendant;
 - (2) binder and/or strapper of boxes and/or other containers using a wire-tieing machine;
 - (3) can tester;
 - (4) chargehand;
 - (5) fireman;
 - (6) fruit checker;
 - (7) goods lift attendant;
 - (8) hand bottle labeller;
 - (9) jam stirrer;
 - (10) laundry machine attendant;
 - (11) mass-measuring with circular dial massmeter;
 - (12) messenger;
 - (13) operating a hand hoist;
 - (14) passenger lift attendant;
 - (15) protective clothing attendant;
 - (16) soup cooker;
 - (17) washing by hand, ironing and/or mending overalls;

(18) een of meer van die volgende kragmasjiene bedien en/of toesig daarvoor 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;

(19) bediener van 'n kragmasjien nie elders vermeld nie;

"werknemer graad IVA" alle werknemers graad IV wat voor 1 Oktober 1983 'n loon van minstens R46,29 per week ontvang het;

"werknemer graad IVB" alle werknemers graad IV, uitgesonderd werknemers graad IVA hierbo bedoel;

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

- (1) Of bestelwaens help, uitgesonderd die bestelwaens dryf of herstel;
- (2) kiste of ander houers vasbind of vasmaak maar nie met 'n draadklemmasjien nie;
- (3) sitruskil met die hand skoonmaak vir die vervaardiging van gesnipperde en/of versuikerde skil;
- (4) toilette skoonmaak;
- (5) persele, uitgesonderd toilette, voertuie, gereedskap, meubels, gerei, werktuie, masjienerie, filterperse of ander artikels, skoonmaak en/of was;
- (6) neute of pitte kraak;
- (7) bottels of flesse met die hand of 'n handmasjien kroon; toekurk of 'n ander soort prop of afsluiter daarop sit;
- (8) artikels, uitgesonderd briewe, te voet of per fiets, driewiel of handvoertuig aflewer;
- (9) gesnyde of ongesnyde vrugte en/of groente in water inoep;
- (10) houers leegmaak, maar nie konfytpanne nie;
- (11) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerbande of masjiene voer of daarvan afneem, maar nie deksels aan 'n dubbelnaatmasjien voer nie;
- (12) leëblikvoerder;
- (13) blikkies, kuipe, sakke of ander houers met die hand vul, maar nie ook blikkiesverpakking nie;
- (14) etikette van volle grootte met die hand aan blikke met 'n inhoud van A 10 of meer vasheg;
- (15) kleefetikette met die hand aan blikkies heg;
- (16) houers of papier vou;
- (17) met die hand fynmaak, maal of tot moes maak;
- (18) uitskep;
- (19) goedere of ander verskuifbare artikels laai of aflaai, optel, dra, verplaas of opstapel;
- (20) plankies losmaak, plakkies, kratte of kiste met die hand uit plankies of voorbereide materiaal aanmeekaarsit en aanmeekaarspyker;
- (21) vuurmaak, vure aan die brand hou of uithark, uitgesonderd in stoomketels, of afval of as verwyder;
- (22) tee of dergelike drankte maak;
- (23) voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (24) onder toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, ambagsman, toesighouer of masjienbediener krane en kleppe oopmaak of toemaak;
- (25) deure, vensters, boligte, kiste, sakke, bale, dromme of ander verpakkings oopmaak, verseel of toemaak;
- (26) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
- (27) bereide, rou, geblansjeerde of verhitte vrugte of groente in houers of bottels verpak, maar nie blikverpakking nie;
- (28) 'n handvoertuig of Trok stoot of trek;
- (29) rantsengmaak;
- (30) sap uit sitrusvrugte uitdruk;
- (31) warm blikke van rolbaan vir rotorvulwerk afhaal;

(18) 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) chipping and shredding;
- (d) exhaust box;
- (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;

(19) operator of any power-driven machine not elsewhere specified;

"Grade IV A employee" means all Grade IV employees who, prior to 1 October 1983, received a wage of not less than R46,29 per week;

"Grade IV B employee" means all Grade IV employees other than grade IV A employee referred to above;

"Grade IV 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 citrus peel by hand for making cut and/or candied peel;
- (4) cleaning toilets;
- (5) cleaning and/or washing premises excluding toilets, vehicles, tools, furniture, utensils, implements, machinery, filter presses or other articles;
- (6) cracking nuts and kernels;
- (7) crowning, corking or placing any other stopper or closer in or on bottles or jars by hand or hand-operated machines;
- (8) delivering articles, other than letters, on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (9) dipping fruit and/or vegetables cut or uncut, into water;
- (10) emptying containers, other than jam pans;
- (11) 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;
- (12) empty-can feeder;
- (13) filling tins, casks, bags or other containers by hand, other than can packing;
- (14) fixing full-size labels by hand to tins of a capacity of A10 or more;
- (15) fixing sticker labels by hand to tins;
- (16) folding containers or paper;
- (17) grinding, milling or pulping by hand;
- (18) ladling;
- (19) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (20) loosening shooks, assembling and nailing trays, crates or boxes from shooks or ready prepared material by hand;
- (21) making, maintaining or drawing fires, other than in steamboilers, or removing refuse or ashes;
- (22) making tea or similar beverages;
- (23) oiling and greasing vehicles, other than motor vehicles;
- (24) opening or closing cocks and valves under supervision of a factory foreman, assistant factory foreman, departmental foreman, artisan, supervisor, or machine operator;
- (25) opening, sealing or closing of doors, windows, fanlights, boxes, bags, bales, drums or other packages;
- (26) packing articles of a uniform size and number into containers specially made to contain such articles;
- (27) packing prepared, raw, blanched or heated fruit or vegetables into containers or bottles, other than can packing;
- (28) pushing or pulling any manually propelled vehicle or truck;
- (29) ration cooker;
- (30) reaming citrus fruit;
- (31) removing hot tins from runway for retorting;

(32) platkissies, kratte of kiste met die hand met klaar bereide materiaal herstel;

(33) pitte met die hand uit vrugte verwyder;

(34) met rubberstempels stempel;

(35) ertjies, boontjies of ander groente met die hand uitdoop;

(36) met die hand sif;

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

(38) stukke sitruskil uitsorteer nadat dit in repies gesny is;

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

(40) 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;

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

(42) gebuigde flense of blikkies regbuig;

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

(44) veselrifbord of soortgelyke houers met die hand uitpak of oopvou; klaar bereide houers fatsuoneer;

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

(46) massameet volgens 'n gestelde massameter;

(47) vrugte en/of groente met die hand of met 'n handmasjien was, sorteer, skil, regsny, in skyfies sny, ontpit, snipper, ontkern of stukkend sny;

(48) 'n ambagsman, 'n masjienfaktotum of 'n vakleerling bystaan indien nodig, maar nie die werk van sodanige ambagsman, masjienfaktotum of vakleerling verrig nie;

"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 die 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 houers 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-bestanddeelluimeter" 'n werknemer wat in verband met 'n Kellytoestel stroop, moet 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 roetineoetse kan uitvoer en aantekening kan hou van die resultate daarvan;

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

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

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

(32) repairing trays, crates or boxes by hand from ready-cut material;

(33) removing stones or pips from fruit by hand;

(34) rubber stamping;

(35) shelling peas, beans, or other vegetables by hand;

(36) sieving by hand;

(37) sorting empty jars, bottles, tins or other containers, sorting, counting or bundling empty sacks or bags;

(38) sorting out chunks of citrus peel after shredding;

(39) spreading fruit and/or vegetables on a belt or conveyor;

(40) 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;

(41) stirring by hand, other than stirring jam;

(42) straightening bent flanges or cans;

(43) sweeping roads or paths, watering lawns and flowerbeds;

(44) unpacking or opening up corrugated fibreboard or similar containers by hand; shaping readymade containers;

(45) washing bottles, tins, dishes or other containers by hand;

(46) mass-measuring to a set massmeter;

(47) washing, sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables by hand or handoperated machine;

(48) assisting an artisan, a machine handyman or an apprentice whenever necessary, but not to perform the work of such artisan, machine handyman or apprentice;

"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 fullsize 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 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 ladling;

"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 also operates 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;

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

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

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

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

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

"bediener van 'n masjiën wat pynappels in ringe sny" 'n werknemer wat 'n masjiën bedien wat pynappels in ringe sny. ('n Werknemer wat slegs die snymasjiën 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 die gebruike daarvan beheer en wat toesig kan hou oor die was, stryk en heelmaak van oorpakke en/of wat in beheer van die kleedkamer is;

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

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

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

"naattoets" 'n werknemer wat leë blikke toets deur middel van meetinstrumente en die resultate daarvan opteken;

"korttyd" 'n tydelike vermindering van die getal gewone werke as gevolg van 'n bedryfslap, tekort aan grondstowwe, wisselvalligheid van die weer of 'n algemene onklaarmaking van installasie of masjienerie wat deur 'n ongeluk of ander onvoorsiene noodtoestand veroorsaak word;

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

"sjabloonsnyer" 'n werknemer wat sjablone sny;

"magasynman" 'n klerklike werknemer in algemene beheer van voorrade 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 verbruiksafdelings 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, afdelingsvoorman of assistent-fabrieksvorman, wat toesig hou oor 'n groep of seksie werknemers graad I, graad II, graad III of graad IV of onderbase of fabrieksklerke;

"bediener van 'n vakuumpakkingsinstallasie en/of verdamer" 'n werknemer wat 'n vakuumpakkingsinstallasie of verdamer bedien en wat verantwoordelik is vir die produksie van gekonsentreerde vloeistowwe deur die installasie;

"bediener van 'n afdraad- en uitdopmasjiën" 'n werkgewer wat 'n afdraad- en uitdopmasjiën bedien en wat hierdie masjiëne kan aan- en afskakel en klein verstellings daaraan kan aanbring;

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

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

(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.

"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);

"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 handling out and controlling the use of overalls, aprons, gloves, goshes, waterproofs or other protective clothing and who may supervise the washing, ironing and mending of overalls and/or who is in charge of the cloakroom;

"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;

"seam tester" means an employee who tests empty cans by means of measuring instruments and records results thereof;

"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 of 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;

"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 operates a vining and hulling machine and who may stop and start these machines and make minor adjustments thereto;

"wage" means, unless where otherwise specified, that part 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 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.

(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. 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:

	In die gebiede in die Kaapprovinsie in klousule 1 gespesifiseer	In die gebiede in Transvaal in klousule 1 gespesifiseer
	R	R
Ambagsman, soos in klousule 3 omskryf	125,02	137,51
Blikkiespakker	46,93	55,68
Onderbaas	54,09	—
Drywer van motorvoertuig waarvan die loonvrag tesame met die loonvrag van enige sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens vyf metrieke ton is...	73,82	81,60
(ii) meer as vyf metrieke ton maar hoogstens agt metrieke ton is...	80,58	88,99
(iii) meer as agt metrieke ton maar hoogstens 25 metrieke ton is...	87,56	96,61
(iv) meer as 25 metrieke ton is	95,53	105,31
Bediener van sneltoemaak- en stroopmasjien	62,87	69,65
Voerder van 'n appelkoos/perske/peerontpit of -herontpitmasjien, of van 'n masjien wat skil en klokhuissies uithaal	49,41	54,95
Eerstehulpbeampte	69,65	77,05
Voedselkoker, gekwalifiseer	78,00	86,17
Voedselkoker, ongekwalifiseer—gedurende eerste drie maande ondervinding	54,06	60,03
Gedurende tweede drie maande ondervinding	58,08	64,42
Werknemer graad I, gekwalifiseer	61,98	68,66
Werknemer graad I, ongekwalifiseer—gedurende eerste drie maande ondervinding	57,00	63,23
gedurende tweede drie maande ondervinding	59,84	66,33
Werknemer graad II, gekwalifiseer	57,76	65,27
Werknemer graad II, ongekwalifiseer—gedurende eerste drie maande ondervinding	53,03	60,11
gedurende tweede drie maande ondervinding	55,42	62,73
Werknemer graad III	54,09	62,34
Werknemer graad IV, A	50,52	54,72
Werknemer graad IV, B	46,78	54,72
Masjienfakotum	76,27	84,28
Toesighouer oor 'n retortdrukkoker	65,74	72,78
Toesighouer	62,02	56,55
Wag	57,86	64,18
Los werknemer	*	*

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

(2) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie, en elke werknemer wat op genoemde datum by 'n werkgever in diens is op werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en waar sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike tarief betaal word wat hy onmiddellik voor genoemde datum ontvang het.

(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 vir 'n werknemer van sy klas en gebied voorgeskryf word, ongeag of hy in daardie week die maksimum getal gewone ure in klousule 6 (1) en (3) voorgeskryf, of minder, gewerk het.

(4) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom 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;

4. REMUNERATION

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

	In the areas in the Cape Province specified in clause 1	In the areas in the Transvaal specified in clause 1
	R	R
Artisan, as defined in clause 3	125,02	137,51
Can packer	46,93	55,68
Chargehand	54,09	—
Driver of a motor vehicle, the pay-load of which, together with the pay-load of any trailers drawn by such vehicle—		
(i) does not exceed five metric tons	73,82	81,60
(ii) exceeds five metric tons but not eight metric tons	80,58	88,99
(iii) exceeds eight metric tons but not 25 metric tons	87,56	96,61
(iv) exceeds 25 metric tons	95,53	105,31
Fast closing and syringing machine operator	62,87	69,65
Feeder of apricot/peach/pear pitting or repitting or peeling or coring machines	49,41	54,95
First-aid officer	69,65	77,05
Food boiler, qualified	78,00	86,17
Food boiler, unqualified—during first three months' experience	54,06	60,03
during second three months' experience	58,08	64,42
Grade I employee, qualified	61,98	68,66
Grade I employee, unqualified—during first three months' experience	57,00	63,23
during second three months' experience	59,84	66,33
Grade II employee, qualified	57,76	65,27
Grade II employee, unqualified—during first three months' experience	53,03	60,11
during second three months' experience	55,42	62,73
Grade III employee	54,09	62,34
Grade IV A employee	50,52	54,72
Grade IV B employee	46,78	54,72
Machine handyman	76,27	84,28
Retort pressure cooker supervisor	65,74	72,78
Supervisor	62,02	56,55
Watchman	57,86	64,18
Casual employee	*	*

* 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 operation, and every employee who on the said date is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and where his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date.

(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) and (3), or less.

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

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

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

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) bedoel: Vir elke uur 'n loon wat gelyk is aan die hoër weekloon, gedeel deur die getal gewone werkure wat dié werknemer in 'n week werk;

(ii) in die geval in paragraaf (b) bedoel: Vir elke uur 'n loon gelyk aan die weekloon wat vir 'n werknemer van sy klas 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 (1) vir hom voorgeskryf nie:

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

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

(6) *Onderhoudstoelae.*—'n Werknemer wat in die loop van sy werksaamhede langer as 10 agtereenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is, moet vergoed word vir alle redelike uitgawes deur hom aangegaan, met inbegrip van tee, maaltye en inwoning, plus 'n toelae van R2,50 vir elke nag wat hy aldus afwesig is.

5. BETALING VAN BESOLDIGING

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

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

(3) *Premies.*—Geen werkgever mag, hetsy regstreeks of onregstreeks, vir diensverskaffing aan of opleiding van 'n werknemer betaal word of betaling daarvoor aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema ten opsigte waarvan daar regtens van die werkgever vereis word om by te dra.

(4) *Koop van goedere.*—'n Werkgever 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 Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever 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 afrekkings.*—'n Werkgever mag sy werknemer geen boetes oplê of geen 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 afrekkings vir 'n siekte- of voorsorgfonds ingevolge die tweede voorbehoudsbepaling van klousule 8 (1), die skriftelike toestemming van die werknemer nie verkry hoef te word nie;

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

(c) 'n bedrag wat 'n werkgever regtens van ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) vir 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte van Kersdag, na gelang van die geval, 'n werknemer vereis of hy 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) 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 bedrag vir korttyd afgetrek mag word tensy die werkgever sy werknemers die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie en sodanige skriftelike kennisgewing wat gedateer en skriftelik moet wees, op 'n opvallende plek in die betrokke bedryfsinrigting vertoon is: Voorts met dien verstande dat in geval van korttyd as gevolg van 'n rampspoedige voorval veroorsaak deur oorstromings, onderbreking

is preskrib in subklousule (1), shall pay 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 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 a third times his weekly wage.

(6) *Subsistence allowance.*—An employee who in the course of his duties is absent from his place of residence and his employer's establishment for a period of more than 10 consecutive hours shall be re-imbursed for all reasonable expenses incurred by him, including teas, meals and lodging, plus an allowance of R2,50 for each night he is so absent.

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 ordinary rate of pay, 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 Blacks (Urban Areas) Consolidation Act, 1945, 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 the 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) a deduction of any amount which an employer is legally or by order of any competent court 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 Vow or Christmas Day, as the case may be, on which an employee is required or permitted not to work, of an amount equal to the wage which he would have received had he worked on such day;

(e) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, in respect of each hour of such reduction, a deduction of an amount equal to the employee's weekly wage, divided by the number of ordinary hours worked by such employee in a week: Provided that no deduction for short-time shall be made unless the

van kragtoevoer, onderbreking van watertoevoer of ander skade aan eiendom wat lei tot die sluiting van die hele instalasie of 'n seksie daarvan, sodanige kennisgewingstydperk tot drie uur verminder kan word;

(f) met die skriftelike toestemming van die werknemer, 'n bedrag vir ledegeld aan die Food and Canning Workers' Union en/of die African Food and Canning Workers' Union, behoudens Klousule 14 (4).

6. WERKURE, GEWONE EN OORTYDURE EN BESOLDIGING VIR OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer en 'n wag, is hoogstens—

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

(i) 46 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) 46 uur in 'n week van Maandag tot en met Vrydag;

(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) Die gewone werkure van 'n wag is hoogstens 60 uur in 'n bepaalde week van Maandag tot en met Sondag.

(4) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom 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 die verteenwoordigers van die Food and Canning Workers' Union en/of die African Food and Canning Workers' Union kan ooreenkom om die tydperk van sodanige etenspouse oor 'n bepaalde tydperk van hoogstens een jaar tot minstens 'n halfuur verkort, en in so 'n geval, en nadat die werkgewer 'n verklaring ten opsigte van sodanige ooreenkoms by die Afdelingsinspekteur, Departement van Mannekrag vir sy gebied, ingedien het, kan die etenspouse aldus verkort 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 kan word, mits die totale tydperk wat daardie werknemer na die eerste etenspouse van die dag gewerk het, hoogstens sewe ure 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;

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

(5) *Ruspouses.*—'n Werkgewer 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 daar nie van die werknemer vereis of hy toegelaat mag word om werk te verrig nie, en hierdie ruspouse moet geag word deel van die gewone werkure uit te maak.

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

(7) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die getal ure ten opsigte van 'n dag of 'n week in subklousules (1), (2) en (3) voorgeskryf moet geag word oortydwerk te wees.

(8) *Beperking van oortydwerk.*—(a) Oortydwerk is nie verpligtend nie.

(b) 'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om langer as 10 uur in 'n week oortyd te werk sonder om verteenwoordigers van die vakverenigings vooraf te raadpleeg nie. Hierdie raadpleging moet seisoenaal plaasvind.

(c) 'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om na voltooiing van sy gewone werkure langer as twee uur op 'n dag oortyd te werk nie tensy hy—

(i) voor 12h00 sodanige werknemer daarvan in kennis gestel het; of

employer has given his employees notice on the previous day that no work will be available and such notice in writing has been displayed prominently in the establishment concerned:

Provided further that in the event of short-time as a result of a catastrophic event caused by floods, failure of power supply, failure of water supply or other damage to property resulting in the closure of the entire plant or a section of the plant, such notice period may be reduced to three hours;

(f) with the written consent of the employee, a deduction for subscriptions to the Food and Canning Workers' Union and/or the African Food and Canning Workers' Union, subject to the provisions of clause 14 (4).

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 and a watchman, shall not exceed—

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

(i) 46 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) 46 hours in any week from Monday to Friday 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 hours in any day.

(3) The ordinary hours of work of a watchman shall not exceed 60 hours in any week from Monday to Sunday inclusive.

(4) *Meal intervals.*—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 the representatives of the Food and Canning Workers' Union and/or the African Food and Canning Workers' Union to reduce the period of such meal interval to not less than half an hour for a stipulated period not exceeding one year, and in that event, and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Manpower 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) a driver of a motor vehicle, whilst on duty away from the premises of his employer and who, during his meal interval, does not 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.

(5) *Rest intervals.*—An employer shall grant to each of his employees employed in or about his factory, other than a motor vehicle driver, a rest interval of not less than 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.

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

(7) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in subclauses (1), (2) and (3) shall be deemed to be overtime.

(8) *Limitation of overtime.*—(a) Overtime work shall not be compulsory.

(b) An employer shall not require or permit his employees to work overtime for more than 10 hours in any week without prior consultation with representatives of the unions. This consultation shall take place seasonally.

(c) An employer shall not require or permit an employee to work overtime after completion of the employee's ordinary hours of work for more than two hours on any day unless he has—

(i) before 12h00 given notice thereof to such employee; or

(ii) aan sodanige werknemer 'n voldoende maaltyd verskaf het voordat hy met dié oortydwerk begin; of

(iii) sodanige werknemer R2 betaal het en hom genoeg tyd gegee het om 'n maaltyd te nuttig voordat hy met dié oortydwerk begin.

(9) *Skofwerk*.—(a) 'n Werkgewer mag nie met skofwerk in sy bedryfsinrigting begin nie tensy hy verteenwoordigers van die vakvereniging skriftelik van sy voorneme in kennis gestel het.

(b) As 'n werkgewer dit nodig vind om sy bedryfsinrigting gedurende sowel die dag as die nag aan die gang te hou, moet die gewone ure ná 18h00 tot 06h00 gewerk as nagskofwerk beskou word. Alle werknemers vir wie lone in die Ooreenkoms voorgeskryf word en van wie vereis of wat toegelaat word om nagskofwerk te verrig, moet vir alle tyd gedurende die nagskof, benewens die voorgeskrewe loontarief, 'n bykomende 15 persent van die voorgeskrewe loon ontvang.

(10) *Besoldiging vir oortydwerk*.—'n Werkgewer 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, na gelang van die geval, besoldiging teen minstens twee maal sy gewone loon;

Met dien verstande dat waar oortyd wat op 'n daaglikse grondslag bereken is, in 'n 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.

(11) *Voorbehoudsbepalings*.—(a) Subklousules (4), (5), (6) en (8) is nie van toepassing op 'n werknemer wat werk verrig wat deur 'n onklaarraiking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval genoodsaak word nie; en

(b) hierdie klousule, uitgesonderd subklousules (3), (7) en (10) (a), is nie van toepassing op 'n wag wie se werkgewer hom elke werkweek 'n dag van 24 agtereenvolgende ure diensvry toestaan nie: Met dien verstande dat—

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

(ii) 'n werkgewer, in plaas van sy wag sodanige vry dag toe te staan, aan sodanige wag die loon kan betaal wat hy sou ontvang het as hy op daardie dag nie 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 werkgewer sy werknemer vir elke voltooië 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) bedoel, moet toegestaan word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

(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 diens mag saamval nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag of Kersdag, binne sodanige verlof val, nog 'n dag ter vervanging van elkeen van sodanige dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof 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 skriftelike 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 hoogstens twee agtereenvolgende jare te laat ooploop.

(3) *Verlofbesoldiging*.—Die besoldiging vir die jaarlikse verlof in subklousule (1) bedoel, 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 eindig voordat die verlof in subklousule (1) gemeld, aan hom toeval, moet by sodanige diensbeëindiging, behoudens die vierde voorbehoudsbepaling van subklousule (2), in plaas van verlof te ontvang vir elke voltooië week van so 'n tydperk $\frac{3}{52}$ betaal word van die weekloon wat hy ontvang het onmiddellik voor die datum van beëindiging. By die berekening van die getal voltooië weke ooreenkomstig hierdie klousule moet die volle getal dae wat hy gewerk het deur vyf gedeel word.

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

(iii) paid such employee R2,00 in sufficient time to enable such employee to obtain a meal before such overtime is due to commence.

(9) (a) *Shift work*.—(a) An employer shall not introduce shifts in his establishment without notifying representatives of the trade union in writing of his intention to do so.

(b) Should an employer require to operate his establishment both during the day and night, any normal hours worked after 18h00 until 06h00 shall be regarded as night-shift work. All employees for whom wages are prescribed in the Agreement and who are required or permitted to perform night-shift work shall, in addition to the prescribed wage rate, receive an additional 15 per cent of the prescribed rate.

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

(a) in respect of all overtime worked by him, remuneration at a rate of 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 Vow and Christmas Day, as the case may be, remuneration at a rate of 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.

(11) *Savings*.—(a) The provisions of subclauses (4), (5), (6) and (8) 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, except subclauses (3), (7) and (10) (a), 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 render military service;

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

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the 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 employment of not more than two consecutive years.

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

(4) An employee whose contract of employment terminates in the first or any subsequent 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 week of such period, $\frac{3}{52}$ of the weekly wage which he was receiving immediately before the date of termination. For the purpose of the calculation of the number of completed weeks in terms of this clause, the total number of days worked shall be divided by five.

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

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

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

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

(i) In die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Ooreenkoms kragtens enige wet 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 inwerkingtreding van hierdie Ooreenkoms in diens was en op wie 'n wet van toepassing was wat jaarlikse verlof voorskryf, 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 werkgever in diens getree het, of op die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

8. SIEKTEVERLOF

(1) 'n Werkgever 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 vergoedingspligtige 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 toestaan:

(a) In die geval van 'n werknemer wat ses dae per week werk, 12 werkdag siekteverlof met volle besoldiging;

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

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

en moet hom vir die tydperk van afwesigheid kragtens die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat die werkgever 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.

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

(3) Vir die toepassing van hierdie klousule sluit 'n jaar diens die tydperk in wat 'n werknemer werkloos is weens korttyd, en bestaan 'n maand diens uit 22 werkdag, hetsy aaneenlopend al dan nie, maar met dien verstande dat 'n werknemer in elke siklus van 12 maande, met ingang van die werknemer se eerste diensdatum, geregtig is op hoogstens die dae siekteverlof wat in klousule 8 (1) (a), (b) en (c) bepaal word.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer is op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag en Kersdag, na gelang van die geval, geregtig op verlof met volle besoldiging en moet dit toegestaan word: Met dien verstande dat—

(i) dié dag binne 'n werknemer se dienstydperk val. Vir die toepassing van hierdie klousule sluit 'n werknemer se dienstydperk alle tydperke in waarin hy weens korttyd werkloos is: Met dien verstande dat dié tydperk van werkloosheid hoogstens vier aaneenlopende werkdag beloop. Hierdie dae geld vanaf die eerste dag korttyd en is slegs gedurende die sagtevrugteiseisoen van toepassing;

(ii) daar van 'n werknemer vereis kan word om op so 'n dag te werk;

(iii) hierdie klousule nie op 'n werknemer wat vyf dae per week werk van toepassing is nie wanneer sodanige vakansiedag op 'n Saterdag of Sondag val; en

(iv) indien 'n werknemer van die werk wegbly op 'n werkdag wat so 'n dag onmiddellik voorafgaan, behalwe in bepaalde opdrag van sy werkgever of indien hy 'n mediese sertifikaat ingedien het ten opsigte van sodanige afwesigheid, die werkgever 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 Saterdae.

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

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

- (a) absent on leave in terms of subclause (1);
- (b) rendering military service in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions 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 service rendered in that year, and shall be deemed to commence—

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

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or from the date of coming into operation 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 Workmen's Compensation Act, 1941, or an accident caused by his own misconduct)—

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

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

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

in the aggregate during any one year of employment with him and shall pay him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that the employer may 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.

(2) For the purposes of this clause, the expression "employment" shall have the same meaning as in clause 7 (6).

(3) For the purposes of this clause, one year's employment shall be taken to include any period during which an employee is unemployed due to short-time, and one month's employment shall be taken to comprise 22 working days, whether consecutive or not, but provided that no employee shall be entitled to more than the days' sick leave as specified in clause 8 (1) (a), (b) and (c) in each 12 months' cycle, starting from the employee's initial date of employment.

9. PUBLIC HOLIDAYS AND SUNDAYS

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

(i) any such day falls within the period of employment of an employee. For the purposes of this clause, the period of employment of an employee shall be taken to include any period during which a worker is unemployed due to short-time: Provided that such period of unemployment does not exceed four consecutive work-days. These days shall count from the first day of short-time and apply during the deciduous fruit season only;

(ii) an employee may be required to work on any such day;

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

(iv) whenever an employee absents himself on a work-day immediately preceding any such day 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 him 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) *Besoldiging vir werk op openbare vakansiedae.*—As 'n werknemer op 'n openbare vakansiedag werk soos wat in klousule 9 (1) bepaal word en wat op 'n dag val wat andersins vir hom 'n gewone werkdag is, moet sy werkgever hom vir dié openbare vakansiedag 'n bedrag betaal wat minstens gelyk is aan die bedrag wat hy hom ooreekomstig subklousule (1) sou moet betaal het indien die werknemer nie op dié openbare vakansiedag gewerk het nie, plus—

(a) òf 'n bedrag bereken teen minstens sy werkloon vir die hele tyd wat hy op dié openbare vakansiedag gewerk het òf 'n bedrag gelyk aan minstens die loon wat aan hom betaalbaar is vir die tyd (uitgesonderd oortyd) wat hy gewoonlik op dié dag van die week werk, naamlik die grootste bedrag;

(b) òf 'n bedrag bereken teen minstens die helfte van sy werkloon vir die hele tyd wat hy op dié openbare vakansiedag gewerk het, en hom binne sewe dae vanaf dié openbare vakansiedag een dag verlof toestaan en hom ten opsigte van dié verlof 'n bedrag betaal wat minstens gelyk is aan die loon wat aan hom betaalbaar is vir die tyd (uitgesonderd oortyd) wat hy gewoonlik op dié dag van die week werk.

(3) *Openbare vakansiedag wat op 'n dag val wat nie 'n gewone werkdag is nie.*—As 'n werknemer op 'n openbare vakansiedag werk soos wat in klousule 9 (1) bepaal word en wat op 'n dag val wat andersins nie 'n gewone werkdag vir hom is nie, moet sy werkgever hom vir dié openbare vakansiedag 'n bedrag betaal wat minstens gelyk is aan die loon wat aan hom betaalbaar is vir die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, plus—

(a) òf 'n bedrag, bereken teen minstens sy werkloon, vir die hele tyd wat hy op dié openbare vakansiedag gewerk het òf 'n bedrag minstens gelyk aan die loon wat aan hom betaalbaar is vir die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk, naamlik die grootste bedrag;

(b) òf 'n bedrag, bereken teen minstens die helfte van sy werkloon, vir die hele tyd wat hy op dié openbare vakansiedag gewerk het, en hom binne sewe dae vanaf dié openbare vakansiedag een dag verlof toestaan en hom ten opsigte van dié verlof 'n bedrag betaal wat minstens gelyk is aan die loon wat aan hom betaalbaar is vir die tyd (uitgesonderd oortyd) wat hy gewoonlik op 'n werkdag werk.

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

(a) dié werknemer soos volg betaal, naamlik:

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

(ii) indien hy meer as vier uur aldus werk, besoldiging teen minstens twee 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; òf

(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.

(5) *Beperking van werk op Sondag.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om op meer as twee agtereenvolgende Sondae te werk nie behalwe vir onderhoudswerk en as die fabriek skoonmaak moet word.

10. GETALVERHOUDING

'n Werkgever 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 werkgever sy werknemer wat vir 'n bepaalde tydperk stukwerk of aansporingsbonuswerk verrig, besoldig teen dié loon waaroor die werkgever en sy werknemers ooreengekom het: Met dien verstande dat die werkgever 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 verrig word, die weekloon in klousule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf, plus die bedrag wat ingevolge klousules 4 (3), 6 (9) en 9 (2) en (4) betaalbaar is;

(2) *Payment for work on public holidays.*—If an employee works on a public holiday, as specified in clause 9 (1), which falls on a day which otherwise is an ordinary working day for him, his employer shall pay him in respect of that public holiday an amount at least equal to the amount which he would have had to pay him in terms of subclause (1) had the employee not worked on that public holiday, plus—

(a) either an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on that public holiday or an amount equal to at least the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on that day of the week, whichever amount is the greater;

(b) or an amount calculated at a rate of not less than one-half of his wage rate in respect of the whole time worked by him on that public holiday and grant him, within seven days of such public holiday, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on that day of the week.

(3) *Public holiday falling on a day which is not an ordinary working day.*—If an employee works on a public holiday, as specified in clause 9 (1), which falls on a day which otherwise is not an ordinary working day for him, his employer shall pay him in respect of that public holiday an amount which shall not be less than the wage payable to him in respect of the time (excluding overtime) which is ordinarily worked by him on a working day, plus—

(a) either an amount calculated at a rate of not less than his wage rate in respect of the whole time worked by him on such public holiday or an amount at least equal to the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day, whichever amount is the greater;

(b) or an amount calculated at a rate of not less than one-half of his wage rate in respect of the whole time worked by him on such public holiday, and grant him, within seven days of such public holiday, one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) ordinarily worked by him on a working day.

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

(a) pay the employee—

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

(ii) if he so works for a period exceeding four hours, remuneration at a rate of 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 of 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 leave and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of wage as if had on such holiday worked his average ordinary working hours for that day of the week.

(5) *Restriction of work on Sundays.*—An employer shall not require or permit an employee, other than a watchman, to work on more than two consecutive Sundays other than on maintenance and factory cleaning work.

10. PROPORTION OR RATIO

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 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 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 (4);

(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 voorgeskrif, plus enige bedrag wat ingevolge klousules 6 (9) en 9 (2) en (4) betaalbaar is.

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

(3) Die Food and Canning Workers' Union en/of die African Food and Canning Workers' Union moet van stukwerklone in kennis gestel word.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet alle uniforms, oorpakke en/of beskermende klere wat nodig is of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf, asook waterdige klere vir wagte, gratis verskaf en in goeie toestand hou, en hy moet dié oorpakke en/of beskermende klere op eie koste was en stryk, of laat was en stryk, of hy moet sy werknemer, in plaas van dié was-en-strykdienste te verskaf, gelyktydig met die betaling van sy besoldiging, 60c 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 en stryk of herstel.

13. DEGRADERING VAN WERKNEMERS GRAAD I EN GRAAD II, ONDERBASE EN TOESIGHOERS

'n Werknemer 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 and Canning Workers' Union en/of die African Food and Canning Workers' Union die geleentheid gebied is om dit te bespreek nie.

14. VAKVERENIGINGGERIEWE

(1) Elke werkgewer moet enige beampte of lid van die Food and Canning Workers' Union en/of die African Food and 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 daarin gehou word nie) ten einde—

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

(ii) nuwe lede te werv;

(iii) kennisgewings te versprei om vergaderings van lede van die betrokke 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 werkgewer of sy gemagtigde verteenwoordiger in kennis stel van sy of haar voorneme om die kleedkamer te besoek om ledegeld in te vorder, soos in subklousule (1) bepaal.

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

(4) Die werkgewer moet op die skriftelike versoek van die betrokke vakvereniging en van die werknemer of werknemers lede se ledegeld van sy werknemers se lone aftrek, en betaling aan die vakvereniging moet vergesel gaan van 'n bygewerkte lys van die werknemers wie se vakverenigingsledegeld afgetrek is:

Met dien verstande dat in die geval van lede van die African Food and Canning Workers' Union die nodige verlof van die Departement van Mannekrag verkry moet word.

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

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

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

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

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

16. DIENSSERTIFIKAAT

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

(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 (4).

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

(3) Piece-work rates should be notified to the Food and Canning Workers' Union and/or the African Food and Canning Workers' Union.

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 may be necessary or required by any law or regulation 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 his employee in lieu of rendering such laundering service the sum of 60c 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 and/or the African Food and Canning Workers' Union.

14. TRADE UNION FACILITIES

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

(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 union concerned;

(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 trade union referred to in subclause (1) may absent himself from work without pay to attend to business of the trade union concerned, provided he gives his employer at least three days' notice thereof.

(4) The employer shall deduct member subscriptions on the written request of the trade union concerned and of the employee or employees from the employees' wages and payment to the trade union shall be accompanied by an updated list of the employees whose trade union subscriptions have been deducted:

Provided that deductions from members of the African Food and Canning Workers' Union shall be subject to the necessary permission having been obtained from the Department of Manpower.

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

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

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

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

(b) in the case of employees 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. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

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

Op hede die 25 ste dag van Januarie 1984 te Kaapstad onderteken.

D. DU PLESSIS, Behoorlik gemagtigde verteenwoordiger (werkgewers).

J. THERON, L. A. NOKO, Behoorlik gemagtigde verteenwoordigers (werknemers).

J. DU P. MARAIS, Voorsitter.

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 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 service in pursuance of the Defence Act, 1957.

Signed at Cape Town, this 25th day of January 1984.

D. DU PLESSIS, Duly authorised representative (employers).

J. THERON, L. A. NOKO, Duly authorised representatives (employees).

J. DU P. MARAIS, Chairman.

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