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UNION OF SOUTH AFRICA

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*Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n \* gemerk.*

## GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 1407.] [9 Julie 1954.

NYWERHEID-VERSOENINGSWET, 1937.

### VRUGTE- EN GROENTE-INMAAKNYWERHEID.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Vrugte- en Groente-inmaaknywerheid betrekking het, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1956 eindig, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 en 15 tot en met 17 van genoemde Ooreenkoms, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Paarl, Wellington, Montagu, Mosselbaai en Worcester; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 en 15 tot en met 17 van genoemde Ooreenkoms, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1956 eindig, in die magistraatsdistrikte Paarl, Wellington, Montagu, Mosselbaai en Worcester *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerhede wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

*All Proclamations, Government and General Notices published for the first time, are indicated by a \* in the left-hand upper corner.*

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 1407.] [9 July 1954.

INDUSTRIAL CONCILIATION ACT, 1937.

### FRUIT AND VEGETABLE CANNING INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Fruit and Vegetable Canning Industry, shall be binding from the second Monday after publication of this notice and for the period ending the 30th day of April, 1956, upon the employers who and trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 12 (inclusive) and 15 to 17 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending the 30th day of April, 1956, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Paarl, Wellington, Montagu, Mossel Bay and Worcester; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Paarl, Wellington, Montagu, Mossel Bay and Worcester and from the second Monday after publication of this notice and for the period ending the 30th day of April, 1956, the provisions contained in clauses 3 to 12 (inclusive) and 15 to 17 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,  
Minister of Labour.

# NYWERHEID-VERSOENINGSWET, 1937.

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

### OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Food and Canning Workers' Union

aan die een kant (hieronder die „werknemers” genoem), en die volgende werkgewers:—

Associated Cannors, Ltd., Daljosaphat;  
Associated Cannors, Ltd., Wellington;  
Brink Bros., Ltd., Montagu;  
Crown Cannors and Packers Ltd., Wellington;  
H. Jones & Co. (S.A.) Ltd., Suider-Paarl;  
Langeberg Koöperasie, Bpk., Ashton;  
Langeberg Koöperasie, Bpk., Mosselbaai;  
Rhodes Fruit Farms, Ltd., Groot-Drakenstein;  
Standard Cannors and Packers, Ltd., Worcester;  
United Enterprises, Ltd., Wellington;

aan die ander kant (hieronder „die werkgewers” genoem).

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

Die bepalings van hierdie Ooreenkoms moet in die Kaapprovinsie in die Vrugte- en Groente-inmaaknywerheid in die magistraatsdistrikte Paarl, Wellington, Montagu, Worcester en Mosselbaai nagekom word deur die werkgewers en sodanige werknemers vir wie lone in klousule 4 (1) hiervan voorgeskryf word.

### 2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, bepaal word en bly van krag tot 30 April 1956.

### 3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebeesig word en in die Nywerheid-versoeningswet, 1937, omskryf is dieselfde betekenis as in daardie Wet en tensy dit strydig is met die samehang, beteken—

- „bediener van 'n ammoniakperserinstallasie”, 'n werknemer wat 'n ammoniakperserinstallasie bedien;
- „assistent-fabrieksvoorman”, 'n werknemer, uitgesonderd 'n afdelingsvoorman, opsigter of onderbaas, wat die voorman help met die verrigting van sy werk en wat in sy afwesigheid vir hom kan waarnaem;
- „bediener van outomatiese dubbelnaatmasjien”, 'n werknemer wat toesig hou oor 'n outomatiese dubbelnaatmasjien en vir die doeleindes van hierdie woordskrywing, beteken „toesig hou oor” verantwoordelik wees vir die werking van die masjien;
- „ketelbediener”, 'n werknemer wat die water en die stoomdruk in 'n stoomketel op peil hou en wat die stoomketel kan stook;
- „bediener van kisentedrukmasjien”, 'n werknemer wat 'n kisentedrukmasjien bedien en wie se werk die set en rangskikking van letters of syfers vir die bedrukking van houtkissentel insluit;
- „blikkiespakker”, 'n werknemer wat met die hand bereide vrugte of groente volgens maat en/of kwaliteit gradeer terwyl hy sulke produkte was en in blikkies of bottels pak en sluit 'n werknemer in wat vleis en/of wors in blikkies pak; 'n werknemer wat vreemde stowwe of beskadigde goed uit vrugte of groente verwyder, word nie op grond daarvan as 'n blikkiespakker beskou nie;
- „eethuiskok”, 'n werknemer wat maaltye vir 'n eethuis kook;
- „blikkiesstoeter”, 'n werknemer wat leë blikke, gedurende die vervaardiging van oopkopblikke, met die hand onder druk in water vir lekkende toets;
- „heelmaker van vaatjies of vate”, 'n werknemer wat vaatjies of vate heelmak;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- „onderbaas”, 'n werknemer wat onder die toesig van 'n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, voorvrou of opsigter toesig hou oor 'n groep graad V-werknemers;
- „chemie-tenikus”, 'n werknemer wat toetse met rou en/of vervaardigde produkte instel, lei, toesig daaroor hou of uitvoer en wat die gegewens wat uit sodanige toetse verkry word, vertolk in verband met die bereiding van produkte;
- „klerklike werknemer”, 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en sluit 'n stoomman, kassier, versendingsklerk, vrugte- en/of groente-ontvangklerk en telefonis in;
- „knipper”, 'n werknemer wat die stukwerk wat gedurende die dag deur stukwerkers verrig word, deur middel van 'n knip-toestel aanteken;
- „afdelingsvoorman”, 'n werknemer, uitgesonderd 'n fabrieksvoorman, assistent-fabrieksvoorman, opsigter of onderbaas, wat of in die vrugtebereidingsafdeling of in die blikkiespakafdeling van 'n inrigting toesig hou oor opsigters, graad I, IA, II, III of IV-werknemers, en wat toesig oor graad V-werknemers kan hou; met dien verstande dat waar daar of in die vrugtebereidingsafdeling, of in die blikkiespakafdeling 'n voorvrou in diens is, die betrokke afdelingsvoorman ook toesig oor sodanige voorvrou kan hê;

# INDUSTRIAL CONCILIATION ACT, 1937.

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

### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between

The Food and Canning Workers' Union

of the one part (hereinafter referred to as “the employees”) and the following employers:—

Associated Cannors, Ltd., Daljosaphat;  
Associated Cannors, Ltd., Wellington;  
Brink Bros. Ltd., Montagu;  
Crown Cannors & Packers, Ltd., Wellington;  
H. Jones & Co. (S.A.) Ltd., Suider Paarl;  
Langeberg Ko-operasie, Bpk., Ashton;  
Langeberg Ko-operasie, Bpk., Mossel Bay;  
Rhodes Fruit Farms, Ltd., Groot Drakenstein;  
Standard Cannors & Packers, Ltd., Worcester;  
United Enterprises Ltd., Wellington

of the other part (hereinafter referred to as “the employers”).

### 1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Cape Province in the Fruit and Vegetable Canning Industry in the Magisterial Districts of Paarl, Wellington, Montagu, Mossel Bay and Worcester by the employers and such employees for whom wages are prescribed in clause 4 (1) hereof.

### 2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, and shall remain in operation until the 30th April, 1956.

### 3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, 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;
- “assistant factory foreman” means an employee, other than a departmental foreman, supervisor or chargehand who assists the foreman in the performance of his duties and who may act for him during his absence;
- “automatic double seaming machine attendant” means an employee who is in charge of an automatic double seaming machine and for the purpose of this definition “in charge of” means responsible for the operation of the machine;
- “boiler attendant” means an employee who is engaged in maintaining the water level and steam pressure in a boiler and who may fire such boiler;
- “box-end printing machine operator” means an employee engaged in operating a box-end printing machine and whose duties include setting or arranging letters or numbers for printing wooden box-ends;
- “can packer” means an employee engaged in hand grading prepared fruit or vegetables according to size and/or quality, whilst washing and filling such products into cans or bottles, and includes an employee engaged in packing meats and/or sausages into cans; an employee who removes foreign or blemished matter from fruit or vegetables shall not thereby be deemed to be a can packer;
- “canteen cook” means an employee engaged in cooking meals for a canteen;
- “can tester” means an employee engaged in testing empty cans by hand for leaks under pressure in water, during the manufacture of open-top cans;
- “cask or barrel repairer” means an employee who repairs casks or barrels;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “chargehand” means an employee who under the supervision of a factory foreman, assistant factory foreman, departmental foreman, forewoman, or supervisor is in charge of a group of grade V employees;
- “chemical technician” means an employee engaged in inaugurating, governing, supervising or carrying out tests of raw and/or manufactured products and interpreting the data derived from such test in connection with the preparation of products;
- “clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk, fruit and/or vegetable receiving clerk and telephone operator;
- “clipper” means an employee who records by clipping device the piece-work done by piece-workers during the day;
- “departmental foreman” means an employee, other than a factory foreman, assistant factory foreman, supervisor, or chargehand, who, in either the fruit preparation or canning departments of an establishment is in charge of supervisors, grade I, IA, II, III or IV employees, and who may supervise grade V employees; provided that where a foreman is employed in either the fruit preparation or the canning department, the respective departmental foreman may also be in charge of such forewoman;

- „versendingsklerk”, ’n werknemer wat klerklike werk verrig en wat verantwoordelik is vir die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die verpakking, afweeg en/of bymeekaarmaak van sodanige goedere, die natel van pakkette en die merk en adresseer daarvan;
- „voerder van dubbelnaatmasjien”, ’n werknemer wat deksels aan die dubbelnaatmasjien voer en wat die masjien kan aansit en stopsit en wat verstoppings in die rolbaan kan wegruim;
- „ingenieurs- en elektrotegniese assistent”, ’n werknemer, uitgesonderd ’n werktuigkundige, ’n masjienhandlanger of ’n vakleerling, wat ingenieurs- en/of elektrotegniese werk onder toesig van ’n werktuigkundige, ’n masjienhandlanger of ’n vakleerling kan doen maar dit sluit nie ’n werknemer in wat bloot as ’n arbeider, ’n werktuigkundige, ’n masjienhandlanger of ’n vakleerling bystand verleen nie;
- „ondervinding”, met betrekking tot ’n voedselkoker, ’n fabrieksklerk, ’n maker van vrugtesop of vrugtestroop, ’n graad I-werknemer, ’n graad IA-werknemer of ’n graad II-werknemer, die totale tydperk of tydperke diens wat die werknemer onderskeidelik as ’n voedselkoker, ’n fabrieksklerk, ’n maker van vrugtesop of vrugtestroop, ’n graad I-werknemer, ’n graad IA-werknemer of ’n graad II-werknemer in die vrugte- en groente-inmaaknywerheid gehad het;
- „fabriek”, ’n inrigting waarin drie of meer persone enigee van die werksaamhede verrig wat in paragrawe (a), (b) en (c) van die woordskrywing van „vrugte- en groente-inmaaknywerheid” genoem word, of persele waarin minder as drie persone aldus in diens is, indien meganiese krag vir ander doeleindes as gewone verligtingsdoeleindes vir genoemde werksaamhede gebruik word;
- „fabrieksklerk”, ’n werknemer, uitgesonderd ’n klerklike werknemer, wat een of meer van die volgende werksaamhede verrig:—
- Etiket uitreik en aantekening daarvan hou;
  - bestellings bymeekaarmaak;
  - aantekening hou van die hoeveelhede en/of gewig van goedere wat verbruik word;
  - goedere afweeg;
  - aantekening hou van werknemers se werktjye;
  - aantekening hou van stukwerkverdienste;
- en wat ’n stoomman of versendingsklerk in die algemeen kan help en dit sluit ’n werknemer in wat verantwoordelik is vir die ontvang van goedere en die natel, aanteken en aflaai daarvan;
- „fabrieksklerk, gekwalifiseer”, ’n fabrieksklerk met minstens een jaar ondervinding;
- „fabrieksklerk, ongekwalifiseer”, ’n fabrieksklerk met minder as een jaar ondervinding;
- „fabriekstrokbestuurder”, ’n ander werknemer as die bestuurder en/of bediener van ’n stapeltrok, wat binne die fabriekspersel ’n meganiese trok bestuur en vir die doeleindes van hierdie woordskrywing beteken bestuur of bedien ook alle tydperke waarin bestuur of bedien word en al die tyd wat ’n bestuurder of bediener terwyl hy in beheer van die voertuig is, bestee aan of werk verrig in verband met die voertuig of die vrag, en al die tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur of te bedien;
- „bestuurder en/of bediener van fabriekstapeltrok”, ’n ander werknemer as ’n fabriekstrokbestuurder wat ’n meganiese trok bestuur wat gebruik word vir die vervoer en meganiese stapeling van goedere, binne die fabriekspersel, en vir die doeleindes van hierdie woordskrywing beteken bestuur of bedien ook alle tydperke waarin bestuur of bedien word en al die tyd wat ’n bestuurder of bediener bestee terwyl hy in beheer van die voertuig of die vrag is, en al die tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur of te bedien;
- „stoker”, ’n werknemer wat die vure in stoomketels aan die brand hou met inbegrip van stook, opbreek en hark;
- „voedselkoker”, ’n werknemer wat verantwoordelik is vir vleis, konfyt, sous, sop, vrugtesop of -stroop, en dit kook, en wat ook verantwoordelik is vir die meng van vrugte en ander bestanddele volgens formule;
- „voedselkoker, gekwalifiseer”, ’n voedselkoker met minstens drie jaar ondervinding;
- „voedselkoker, ongekwalifiseer”, ’n voedselkoker met minder as drie jaar ondervinding;
- „fabrieksvoorman”, ’n werknemer wat toesig hou oor al die werknemers in ’n fabriek, wat oor die werknemers beheer uitoefen en wat daarvoor verantwoordelik is dat hul werk doeltreffend verrig word;
- „voorvrou”, ’n vroulike werknemer wat onder toesig van ’n fabrieksvoorman of afdelingsvoorman toesig hou oor al die vroulike werknemers (uitgesonderd klerklike werknemers) in ’n fabriek en wat beheer oor die werknemers uitoefen en daarvoor verantwoordelik is dat hul werk doeltreffend verrig word;
- „Vrugte- en Groente-inmaaknywerheid”, die Nywerheid waarin ’n werkgever en sy werknemers geassosieer is in ’n fabriek waarin enigee van ondergenoemde produkte vervaardig word:—

- (a) Konfyt, marmelade, jellie, ingemaakte vrugte, ingemaakte vrugte- en/of groentekonsentrate, sappe en pulpe, sop, tamatiesous en gekookte spaghetti, vleis en/of wors wat deur middel van hitte teen bederf bewaar word in lugdigte houers, uitsluitlik of gedeeltelik van tinplaat of glas gemaak;

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

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

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

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

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

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

- Issuing and recording labels;
- assembling orders;
- recording quantities and/or weight of goods consumed;
- weighing goods;
- recording the times worked by employees;
- recording piecework earnings;

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

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

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

„factory truck driver” means an employee, other than a factory stacking truck driver and/or operator, engaged in driving a mechanically-propelled truck within the factory premises, and for purposes of this definition, driving or operating includes all periods of driving and operating at any time spent by the driver or operator 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 or operate;

„factory stacking truck driver and/or operator” means an employee other than a factory truck driver engaged in driving a mechanically-propelled truck used for carting and mechanically stacking goods, within the factory premises, and for purposes of this definition, driving or operating includes, all periods of driving and operating and any time spent by the driver or operator while in charge of the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive or operate;

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

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

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

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

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

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

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

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

(b) geglaseerde en gekristalliseerde vrugte (uitgesonderd gedroogte of gemaalde vrugte) vrugtesop of -sap, ontwaterde of insgelyks behandelde vrugte en groente (uitgesonderd son- of oondgedroogde sagtevrugte) in soortgelyke of ander soorte houers verpak en volgens ander metodes as dié hierbo omskryf, gepreserveer;

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

en sluit alle werksaamhede in wat daarby hoort of daaruit voortspruit en wat deur so 'n werkgewer of werknemer verrig word;

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

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

- (1) Bediener van amoniakperserinstallasie;
- (2) bediener van outomatiese botteletikettermasjiën;
- (3) bediener van outomatiese dubbelnaatmasjiën;
- (4) heelmaker van vaatjies en/of vate;
- (5) bestuurder en/of bediener van fabriekstapeltrók;
- (6) laboratoriumassistent;
- (7) bediener van vakuümkoekinstallasie en/of bediener van verdamer;

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

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

"graad IA-werknemer", 'n werknemer wat een of meer van ondergenoemde hoedanighede in diens is. Een of meer van ondergenoemde kragmasjiëne in verband met die vervaardiging van blikkies bedien en/of toesig daarvoor hou:—

- (a) Outomatiese dubbelloopsnyer;
- (b) buig en/of houers vorm;
- (c) voeringmasjiëne;
- (d) uitstampperse;

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

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

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

- (1) Bediener van dubbelnaatmasjiën;
- (2) sapuitdrukker;
- (3) fabriekstrokbestuurder;
- (4) platkissies of kassies van ongesaagde materiaal maak;
- (5) afmeter;
- (6) stroompaker;
- (7) met die hand etiketteer;
- (8) en/of meer van onderstaande kragmasjiëne bedien en/of toesig daarvoor hou:—

- (a) Bottels outomaties vul en/of toemaak;
- (b) bottels outomaties was en/of steriliseer;
- (c) outomatiese omklinkwerk;
- (d) outomatiese dubbelnaatmasjiën (by die maak van blikkies);
- (e) outomatiese flenswerk;
- (f) outomatiese buigwerk;
- (g) outomatiese tinplaatrolmasjiën;
- (h) kisente bedruk;
- (i) kassies spyker;
- (j) sitrusvrugte outomaties in kwarte of halwes maak;
- (k) mielies opsnij, meng, afbaard, was en afblaar;
- (l) konfythys, met konfynt vul of konfynt afkoel;
- (m) outomaties etiketteer maar nie met 'n outomatiese botteletikettermasjiën nie;
- (n) looguitkoker;
- (o) waatlemoen in blokkies sny;
- (p) met eertjies vul en pekel;
- (q) pynappels sny, afskil, in ringe en/of skyfies sny;
- (r) pulp maak en/of uitmekaarmaak;
- (s) nie-outomatiese dubbelnaatwerk;
- (t) nie-outomatiese kragpers;
- (u) nie-outomatiese oopsnymasjiën;
- (v) groente sny, in skyfies of blokkies sny;

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

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

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

- (1) Eethuiskok;
- (2) knipper;
- (3) ingenieurs- en elektrotegniese assistent;
- (4) stoker;
- (5) hamertoetser;
- (6) bottels met die hand etiketteer;
- (7) bediener van passasierhys;
- (8) met die hand soldeer;
- (9) bediening en/of toesig oor een of meer van die volgende kragmasjiëne:—
- (a) Blikkies outomaties met stroop volmaak;
- (b) blikkies vernis;
- (c) snipper, repies sny en maal;
- (d) afvoerpot;
- (e) waatlemoen skil en in repies sny;

(b) glacé and crystallised fruits (other than dried or minced fruit), squashes or juices, dehydrated or similarly processed fruits and vegetables (other than sun or kiln dried deciduous fruits) packed in similar or other types of containers and preserved by methods other than heretofore defined;

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

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

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

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

- (1) Ammonia compressor plant attendant;
- (2) automatic bottle labelling machine operator;
- (3) automatic double seaming machine attendant;
- (4) cask and/or barrel repairer;
- (5) factory stacking truck driver and/or operator;
- (6) laboratory assistant;
- (7) vacuum boiler plant attendant and/or evaporator attendant;

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

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

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

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

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

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

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

- (1) Double seamer feeder;
- (2) juice extractor;
- (3) factory truck driver;
- (4) making trays or boxes from uncut material;
- (5) measurer;
- (6) syrup maker;
- (7) hand labeller;
- (8) 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 clinching;
- (d) automatic double seamer (in can making);
- (e) automatic flanging;
- (f) automatic flexing;
- (g) automatic tinplate roller;
- (h) box-end printing;
- (i) box nailing;
- (j) citrus automatic quatering or halving;
- (k) corn cutting, mixing, silking, washing and husking;
- (l) jam elevator, jam filling or jam cooling;
- (m) automatic labelling other than an automatic bottle labelling machine;
- (n) lye scalding;
- (o) melon dicing;
- (p) pea filling and brining;
- (q) pineapple cutting, peeling, ringing and/or slicing;
- (r) pulping and/or disintegrating;
- (s) non-automatic double seaming;
- (t) non-automatic power-press;
- (u) non-automatic slitter;
- (v) vegetable cutting, slicing or dicing;

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

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

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

- (1) Canteen cook;
- (2) clipper;
- (3) engineering and electrical assistant;
- (4) fireman;
- (5) hammer tester;
- (6) hand bottle labeller;
- (7) passenger lift attendant;
- (8) soldering by hand;
- (9) operating and/or attending one or more of the following power-driven machines:—
- (a) Automatic can-syruping;
- (b) can lacquering;
- (c) chipping, shredding and mincing;
- (d) exhaust-box;
- (e) melon peeling and stripping;

- (f) meng en/of klop;
- (g) voorverhitting;
- (h) pomp;
- (i) sif;
- (j) stapel;
- (k) groente afskil;
- (l) afstroop en uitdop;

„graad IV-werknemer”, ’n werknemer wat in een of meer van die volgende hoedanighede of werksaamhede in diens is:—

- (1) Kiste en/of ander houers vasbind en/of bande daarom slaan met behulp van ’n draadbindmasjien;
- (2) blikkiespakker;
- (3) sitruskilte met die hand skoonmaak vir die vervaardiging van gesnyde en/of versuikerde skil;
- (4) rantsoene kook;
- (5) deksels nagaan en klein voeringmasjiene voer by die maak van blikke;
- (6) bottels of flesses met die hand of met ’n handmasjien kroon, toekurk, of enige ander soort prop of afsluiter daarin of daarop sit;
- (7) etikette van volle grootte met die hand heg aan blikke met ’n inhoud van A. 10 of meer;
- (8) goederehyserbediener;
- (9) voerings, skywe of ringe met die hand in deksels insit;
- (10) geglaseerde vrugte of gemaalde versuikerde vrugte stuksgewys met die hand in houers pak;
- (11) warm blikke vir retortproses van rolbane verwyder;
- (12) sjabloonsnyer;
- (13) vrugte en/of groente met die hand en/of handmasjien vir versuikering, glasering en/of kristallisering was, sorteer, skil, regsny, in skyfies sny, uithol, afskil, die binneste uithaal of opsnij;
- (14) oorpakke was, stryk en/of heelmaak;
- (15) met ’n skaal met sirkelvormige wyserplaat afweeg;
- (16) bediener van ’n masjien wat nie elders in hierdie Ooreenkoms genoem word nie;

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

- (1) Help op afleweringswaens, maar nie met die bestuur of heelmaak daarvan nie;
- (2) kiste of ander houers vasbind of bande daarom slaan, maar nie met ’n draadbindmasjien nie;
- (3) persele, voertuie, gereedskap, meubels, gerei, werktuie, masjinerie, filterperse of ander artikels skoonmaak en/of was;
- (4) neutte of pitte kraak;
- (5) briewe, boodskappe of artikels te voet of met ’n fiets, driewieler of handvoertuig aflewer;
- (6) gesnyde of ongesnyde vrugte en/of groente in water doop;
- (7) ander houers as konfytpanne leegmaak;
- (8) vrugte, groente, kiste, blikkies of ander materiaal aan vervoerbande of masjiene voer, of daarvan afneem, maar nie deksels aan ’n dubbelnaatmasjien voer nie;
- (9) blikkies, vaatjies, sakke, bottels of ander houers met die hand volmaak, maar nie blikkiespak of pak van geglaseerde vrugte of fyngemaalde versuikerde vrugte, stuksgewys met die hand, in kiste kartonhouers, vrugteflesse, blikkies, bottels of ander houers nie;
- (10) kleefetikette met die hand aan blikke heg;
- (11) houers of papier vou;
- (12) met die hand fynmaak, maal of verpulp;
- (13) uitskep;
- (14) goedere of ander losgoed laai of aflaai, optel, dra, verskuif of stapel;
- (15) bondels plankies losmaak, platkissies, kratte of kiste met die hand inmekearsit en spyker uit plankies of voorbereide materiaal;
- (16) vure maak, aan die brand hou of trek, maar nie in stoomketels nie, of afval of as verwyder;
- (17) tee of dergelike drankte maak;
- (18) ander voertuie as motorvoertuie olie en ghries;
- (19) krane of kleppe oop- of toemaak onder toesig van ’n fabrieksvoorman, assistent-fabrieksvoorman, afdelingsvoorman, werktuigkundige, opsigter of masjienbediener;
- (20) deure, vensters, boligte, kiste, sakke, bale, dromme of ander pakke oopmaak, verseël of toemaak;
- (21) ’n handhyser bedien;
- (22) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sulke artikels te bevat;
- (23) voorbereide, rou, gebleikte, of verhitte vrugte of groente in houers of bottels verpak, maar nie in blikkies nie;
- (24) enige handvoertuig of -trek stoot of trek;
- (25) sitrusvrugte ruim;
- (26) pitte uit vrugte met die hand verwyder;
- (27) platkissies, kratte of kiste met die hand met klaargesnyde materiaal heelmaak;
- (28) rubberstempels gebruik;
- (29) eertjies, boontjies of ander groente met die hand uitdop;
- (30) met die hand sif;
- (31) stukke sitruskil uitsorteer nadat dit versnipper is;
- (32) vrugte en/of groente op ’n vervoerband of vervoerder spreid;
- (33) kiste, sakke, kartonhouers, dromme of ander houers sjabloner of merk (maar nie met die hand adresseer nie), of kiste, kartonhouers, dromme of ander pakke van klaargeadresseerde etikette voorsien;

- (f) mixing and/or beating;
- (g) pre-heating;
- (h) pumping;
- (i) sieving;
- (j) stapling;
- (k) vegetable peeling;
- (l) vining and hulling;

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

- (1) Binder and/or strapper of boxes and/or other containers using a wire-tieing machine;
- (2) can packer;
- (3) cleaning citrus peel by hand for making cut and/or candied peel;
- (4) cooking rations;
- (5) checking lids and feeding small lining machines in can making;
- (6) crowning, corking, or placing any other stopper or closer in or on bottles or jars by hand or hand-operated machines;
- (7) fixing full-size labels by hand to tins of a capacity of A. 10 or more;
- (8) goods lift attendant;
- (9) inserting liners, discs or rings into lids by hand;
- (10) packing glacé fruit or minced candied fruit individually by hand into containers;
- (11) removing hot tins from runway lines for retorting;
- (12) stencil cutter;
- (13) washing, sorting, peeling, trimming, slicing pitting, paring, coring or cutting fruit and/or vegetables by hand or hand-operated machine for candying, glacéing and/or crystallising;
- (14) washing, ironing and/or mending overalls;
- (15) weighing with a circular dial scale;
- (16) operator of any machine not elsewhere specified in this Agreement;

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

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

- (34) met die hand roer, maar nie konfyt roer nie;
- (35) gebuigde flense of blikkies regbuig;
- (36) paaie of paadjies vee; grasperke en blombeddings natmaak;
- (37) ruffelvelselbord- of dergelike houers met die hand uitpak of oopmaak, en klaargemaakte houers vorm;
- (38) bottels, blikke, skottels of ander houers met die hand was;
- (39) vrugte en/of groente met die hand of met 'n handmasjien was, sorteer, afskil, reg sny, in skuifies sny, uithol, binneste uithaal of opсны (maar nie vir versuikering, glasering en/of kristallisering nie), lê vrugteflesse, bottels, blikke of ander houers sorteer, lê sakke sorteer, tel of bondel;
- (40) op 'n gestelde skaal afweeg;
- "hamertoets" 'n werknemer wat ingemaakte goedere met die hand of met 'n hamer of ander soortgelyke instrument toets om vas te stel of dit in 'n goeie toestand is;
- "handbottel-etiketteerder", 'n werknemer wat etikette van volle grootte aan bottels heg, maar sluit nie 'n werknemer in wat slegs etikette regstel terwyl hy etikette met 'n masjien aanheg of beskadigde etikette vervang nie;
- "handetiketteerder", 'n werknemer wat etikette van volle grootte aan blikke heg wat kleiner as A. 10-blikkies is, maar sluit nie 'n werknemer in wat slegs etikette regstel terwyl hy etikette met 'n masjien aanheg of beskadigde etikette vervang nie;
- "sapuittrukker", 'n werknemer wat daarvoor verantwoordelik is dat filtersakke met verwerkte vrugte en water gevul word en in sapuittrukkermasjiene geplaas word;
- "laboratoriumassistent", 'n werknemer wat monsters onder die toesig van 'n skeikundige of 'n chemie-tenikus berei en wat eerste en roetineoetse kan uitvoer en aantekening van die resultate daarvan kan hou;
- "masjien- of installasiebediener en/of toesighouer", 'n werknemer wat 'n kragmasjien bedien, daarvoor toesig hou, aansit of stopsit en wat die masjien kan verstel en/of die masjien voer of daarvan afneem; en die uitdrukking "n masjien bedien of toesig daarvoor hou", het 'n ooreenstemmende betekenis;
- "masjienhandlanger", 'n werknemer, uitgesonderd 'n werktuigkundige, wat klein herstellingkies en verstellings aan masjinerie, installasie, geboue of ander uitrusting aanbring;
- "afmeter", 'n werknemer wat hoeveelheid vrugte of ander bestanddele vir vervaardiging anders as op 'n gestelde skaal afweeg en vir sodanige afweging verantwoordelik is;
- "werktuigkundige", 'n geskoolde ambagsman of vakman, en dit sluit 'n kuiper in;
- "motorvoertuigbestuurder", 'n werknemer, uitgesonderd 'n bestuurder en/of bediener van 'n fabriekstapelrok of 'n bestuurder van 'n fabriekstrok, wat 'n motorvoertuig met inbegrip van 'n passasiersbus, bestuur, en vir die doeleindes van hierdie woordoms krywing omvat "n motorvoertuig bestuur" alle tydperke waarin bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly in gereedheid om te bestuur;
- "stukwerk", 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer is op die hoeveelheid of omvang van die werk wat verrig is;
- "toesighouer oor beskermende klere", 'n werknemer wat oorpakke, voorskote, handskoene, oorskoene, waterdigte jasse, of ander beskermende klere uitreik en die gebruik daarvan beheer met inbegrip van die was, stryk en heelmaak van oorpakke en/of wat in beheer van die kleedkamer is;
- "retortdrukkokeropsigter", 'n werknemer wat toesig hou oor 'n battery van 6 of meer retorte en wat verantwoordelik is vir die lugdruk, temperatuur, kook- en afkoeltyd van die produk wat behandel moet word;
- "kort tyd", 'n tydelike vermindering van die aantal gewone werke as gevolg van slappe in die bedryf, tekort aan grondstowwe, ongunstige weersgesteldheid of 'n algemene defek aan installasie of masjinerie wat deur ongeval of ander onvoorsiene noodgeval veroorsaak word;
- "roerder en/of panleegmaker", 'n werknemer wat konfyt roer terwyl dit gekook word en/of panne met gekookte konfyt uitgiet in houers, maar nie uitskep nie;
- "stoorman", 'n klerklike werknemer in algemene beheer oor voorrade of afgewerkte produkte en wat verantwoordelik is vir die ontvang, wegsit, verpak of uitpak van goedere in 'n stoor of pakhuis en/of die aflewering van goedere uit 'n stoor of pakhuis aan die verbruiksafdeling van 'n fabriek of vir versending;
- "stroopmaker", 'n werknemer wat stroop van 'n voorgeskrewe dikte van suiker of stroop kook en/of opbou;
- "opsigter", 'n werknemer, uitgesonderd 'n fabrieksvorman, afdelingsvorman, assistent-fabrieksvorman of -voorrman wat toesig hou oor 'n groep of afdeling werknemers graad I, graad IA, graad II, graad III of graad IV of onderbase of fabrieksklerke en wat toesig oor graad V-werknemers kan hou;
- "bediener van vakuumpkookinstallasie", 'n werknemer wat 'n vakuumpkookinstallasie bedien en wat verantwoordelik is vir die produksie van gekonsentreerde vloeistowwe deur die installasie;
- "bediener van 'n afstroop-en-uitdopmasjien", 'n werknemer wat vir die werking van een of meer afstroop-en-uitdopmasjiene verantwoordelik is en wat dié masjiene kan afsluit en aansit en klein herstelwerkies daaraan kan doen;

- (34) stirring by hand, other than stirring jam;
- (35) straightening bent flanges or cans;
- (36) sweeping roads or paths; watering lawns and flowerbeds;
- (37) unpacking or opening up corrugated fibre board or similar containers by hand, shaping readymade containers;
- (38) washing bottles, tins, dishes or other containers by hand;
- (39) washing sorting, peeling, trimming, slicing, pitting, paring, coring or cutting fruit and/or vegetables by hand or handoperated machine (other than for candying, glacéing and/or crystallising), sorting empty jars, bottles, tins or other containers, sorting, counting or bundling empty sacks or bags;
- (40) weighing to a set scale;
- "hammer tester" means an employee who by hand or by means of a hammer or other like instrument, tests canned goods for soundness;
- "hand bottle labeller" means an employee engaged in affixing full-size labels to bottles, but does not include an employee merely engaged in adjusting labels whilst machinelabelling or replacing damaged labels.
- "hand labeller" means an employee engaged in affixing full size labels to tins smaller than A. 10 cans, but does not include an employee merely engaged in adjusting labels whilst machinelabelling or replacing damaged labels;
- "juice extractor" means an employee responsible for filling filter bags with processed fruit and water and placing them into juice extracting machines;
- "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 the results thereof;
- "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 a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment;
- "measurer" means an employee engaged in and responsible for weighing out, other than to a set scale, quantities of fruit or other ingredients for manufacturing;
- "mechanic" means a skilled tradesman or artisan and includes a cooper;
- "motor vehicle driver" means an employee, other than a factory stacking truck driver and/or operator or a factory truck driver, engaged in driving a motor vehicle, which includes a passenger bus, and for the purpose 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;
- "piecework" means any system under which an employee's remuneration is based upon the quantity or output of work done;
- "protective clothing attendant" means an employee engaged in handing out and controlling the use of overalls, aprons, gloves, goloshes, waterproofs or other protective clothing, including the supervision of the washing, ironing and mending of overalls and/or who is in charge of the cloakroom;
- "retort pressure cooker supervisor" means an employee who is in charge of a battery of 6 or more retorts and who is responsible for the pressures, temperatures, cooking and cooling time of the product to be processed;
- "short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials, vagaries of the weather or general breakdown of plant or machinery caused by accident or other unforeseen emergency;
- "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;
- "storeman" means a clerical employee in general charge of stores or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse and/or delivering goods from a store or warehouse to the consuming departments in a factory or for despatch;
- "syrup-maker" means an employee who boils and/or builds up syrup either from sugar or syrup to a prescribed density;
- "supervisor" means an employee other than a factory foreman, departmental foreman, assistant factory foreman or forewoman, who supervises a group or section of grade I, grade IA, grade II, grade III or grade IV employees or chargehands or factory clerks and who may supervise grade V employees;
- "vacuum boiler plant attendant" means an employee who operates a vacuum boiling plant and who is responsible for the production by the plant of concentrated liquids;
- "winning and hulling machine operator" means an employee who is responsible for the operation of one or more winning and hulling machines and who may stop and start these machines and make minor adjustments thereto;

„loon”, daardie gedeelte van die besoldiging wat aan 'n werknemer in kontant betaal moet word ten opsigte van die gewone werkure wat in klousules 6 (1) en 6 (2) voorgeskryf word;

„wag”, 'n werknemer wat persele en/of eiendom bewaak; „welsynbeampte”, 'n werknemer in besit van 'n geldige bekwaamheidsertifikaat vir eerstehulp deur een van die volgende organisasies uitgereik:—

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

en wat in beheer van 'n eerstehulpkamer is.

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

(3) Daar mag van geen vroulike werknemer vereis word om enige houer te dra of op te stapel wat—

- (a) in die geval van vrouens van 18 jaar en ouer meer as 25 lb. en
- (b) in die geval van vrouens van 16 tot 18 jaar—meer as 20 lb. weeg nie.

#### 4. BESOLDIGING.

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

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clauses 6 (1) and 6 (2);

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

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

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

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

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

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

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

#### 4. REMUNERATION.

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

### AANHANGSEL „A”.

|                                                                                 | In die magistraatsdistrikte Wellington en Paarl, uitgesonderd die gebied binne 'n omtrek van 3 myl van die poskantoor Groot Drakenstein af. | In die magistraatsdistrik Worcester. | In die gebied binne 'n omtrek van 3 myl van die poskantoor Groot Drakenstein af in die magistraatsdistrik Paarl. | In die magistraatsdistrik Montagu. | In die magistraatsdistrik Mosselbaai. |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------|
|                                                                                 | Per week.<br>£ s. d.                                                                                                                        | Per week.<br>£ s. d.                 | Per week.<br>£ s. d.                                                                                             | Per week.<br>£ s. d.               | Per week.<br>£ s. d.                  |
| Ketelbediener.....                                                              | 2 9 6                                                                                                                                       | 2 9 6                                | 2 5 0                                                                                                            | 2 2 3                              | 2 1 0                                 |
| Blikkietotser.....                                                              | 2 3 6                                                                                                                                       | 2 3 6                                | 1 17 9                                                                                                           | 1 17 3                             | 1 16 0                                |
| Onderbaas.....                                                                  | 2 5 6                                                                                                                                       | 2 5 6                                | 1 17 6                                                                                                           | 1 14 9                             | 1 14 9                                |
| Fabrieksklerk, gekwalifiseer.....                                               | 2 19 0                                                                                                                                      | 2 19 0                               | 2 13 9                                                                                                           | 2 13 9                             | 2 11 0                                |
| Fabrieksklerk, ongekwalifiseer—                                                 |                                                                                                                                             |                                      |                                                                                                                  |                                    |                                       |
| gedurende eerste ses maande ondervinding                                        | 2 4 6                                                                                                                                       | 2 4 6                                | 1 17 3                                                                                                           | 1 17 3                             | 1 17 3                                |
| gedurende tweede ses maande ondervinding                                        | 2 13 6                                                                                                                                      | 2 13 6                               | 2 8 3                                                                                                            | 2 8 3                              | 2 5 6                                 |
| Voedselkoker en/of -maker of koker van vrugtesap of -stroop, gekwalifiseer..... | 6 0 6                                                                                                                                       | 6 0 6                                | 5 0 0                                                                                                            | 4 9 9                              | 4 4 6                                 |
| Voedselkoker en/of -maker of koker van vrugtesap of -stroop, ongekwalifiseer—   |                                                                                                                                             |                                      |                                                                                                                  |                                    |                                       |
| gedurende eerste ses maande ondervinding                                        | 2 4 0                                                                                                                                       | 2 4 0                                | 1 17 0                                                                                                           | 1 17 0                             | 1 16 9                                |
| gedurende tweede ses maande ondervinding                                        | 2 17 0                                                                                                                                      | 2 17 0                               | 2 7 9                                                                                                            | 2 6 0                              | 2 5 0                                 |
| gedurende derde ses maande ondervinding                                         | 3 10 0                                                                                                                                      | 3 10 0                               | 2 18 6                                                                                                           | 2 15 0                             | 2 13 3                                |
| gedurende vierde ses maande ondervinding                                        | 4 3 0                                                                                                                                       | 4 3 0                                | 3 9 3                                                                                                            | 3 4 0                              | 3 1 6                                 |
| gedurende vyfde ses maande ondervinding                                         | 4 15 6                                                                                                                                      | 4 15 6                               | 3 19 6                                                                                                           | 3 12 9                             | 3 9 3                                 |
| gedurende sesde ses maande ondervinding                                         | 5 8 0                                                                                                                                       | 5 8 0                                | 4 9 9                                                                                                            | 4 1 3                              | 3 16 9                                |
| Vrugte-ondersoeker.....                                                         | 1 18 6                                                                                                                                      | 1 17 0                               | 1 14 6                                                                                                           | 1 12 0                             | 1 8 9                                 |
| Graad I-werknemer, gekwalifiseer.....                                           | 3 9 9                                                                                                                                       | 3 4 9                                | 3 2 0                                                                                                            | 2 19 6                             | 2 14 0                                |
| Graad I-werknemer, ongekwalifiseer—                                             |                                                                                                                                             |                                      |                                                                                                                  |                                    |                                       |
| gedurende eerste drie maande ondervinding                                       | 2 7 3                                                                                                                                       | 2 7 3                                | 2 0 0                                                                                                            | 2 0 0                              | 1 17 3                                |
| gedurende tweede drie maande ondervinding                                       | 2 14 9                                                                                                                                      | 2 13 0                               | 2 7 6                                                                                                            | 2 6 6                              | 2 3 0                                 |
| gedurende derde drie maande ondervinding                                        | 3 1 9                                                                                                                                       | 2 19 3                               | 2 14 9                                                                                                           | 2 13 0                             | 2 8 6                                 |
| Graad IA-werknemer, gekwalifiseer.....                                          | 3 5 0                                                                                                                                       | 3 0 0                                | 2 17 3                                                                                                           | 2 14 9                             | 2 9 3                                 |
| Graad IA-werknemer, ongekwalifiseer—                                            |                                                                                                                                             |                                      |                                                                                                                  |                                    |                                       |
| gedurende eerste drie maande ondervinding                                       | 2 2 6                                                                                                                                       | 2 2 6                                | 1 15 3                                                                                                           | 1 15 3                             | 1 12 6                                |
| gedurende tweede drie maande ondervinding                                       | 2 10 0                                                                                                                                      | 2 9 3                                | 2 2 9                                                                                                            | 2 1 9                              | 1 18 3                                |
| gedurende derde drie maande ondervinding                                        | 2 17 0                                                                                                                                      | 2 14 6                               | 2 10 0                                                                                                           | 2 8 3                              | 2 3 9                                 |
| Graad II-werknemer, gekwalifiseer.....                                          | 3 0 0                                                                                                                                       | 3 0 0                                | 2 14 9                                                                                                           | 2 12 0                             | 2 10 3                                |
| Graad II-werknemer, ongekwalifiseer—                                            |                                                                                                                                             |                                      |                                                                                                                  |                                    |                                       |
| gedurende eerste drie maande ondervinding                                       | 2 3 6                                                                                                                                       | 2 3 6                                | 1 17 9                                                                                                           | 1 17 3                             | 1 16 0                                |
| gedurende tweede drie maande ondervinding                                       | 2 11 6                                                                                                                                      | 2 11 6                               | 2 6 3                                                                                                            | 2 4 6                              | 2 3 0                                 |
| Graad III-werknemer.....                                                        | 2 9 0                                                                                                                                       | 2 9 0                                | 2 6 9                                                                                                            | 2 3 6                              | 2 0 6                                 |
| Graad IV-werknemer, manlik.....                                                 | 2 2 6                                                                                                                                       | 2 1 0                                | 1 18 6                                                                                                           | 1 16 0                             | 1 13 3                                |
| Graad IV-werknemer, vroulik.....                                                | 1 14 0                                                                                                                                      | 1 14 0                               | 1 11 6                                                                                                           | 1 10 3                             | 1 9 6                                 |
| Graad V-werknemer, manlik, 18 jaar of ouer                                      | 1 18 6                                                                                                                                      | 1 17 0                               | 1 14 6                                                                                                           | 1 12 0                             | 1 8 9                                 |
| Graad V-werknemer, manlik, onder 18 jaar...                                     | 1 11 6                                                                                                                                      | 1 11 0                               | 1 7 0                                                                                                            | 1 6 0                              | 1 4 9                                 |
| Graad V-werknemer, vroulik, 18 jaar of ouer                                     | 1 13 0                                                                                                                                      | 1 12 3                               | 1 8 9                                                                                                            | 1 7 6                              | 1 6 6                                 |
| Graad V-werknemer, vroulik, onder 18 jaar...                                    | 1 6 6                                                                                                                                       | 1 6 0                                | 1 4 9                                                                                                            | 1 3 9                              | 1 1 9                                 |
| Konfytroerder en/of konfytpanleegmaker.....                                     | 2 2 6                                                                                                                                       | 2 1 0                                | 1 19 6                                                                                                           | 1 17 3                             | 1 14 3                                |
| Masjienhandlanger.....                                                          | 5 13 0                                                                                                                                      | 5 13 0                               | 4 13 0                                                                                                           | 4 3 0                              | 4 3 0                                 |
| Motorvoertuigbestuurder.....                                                    | 4 0 0                                                                                                                                       | 4 0 0                                | 3 11 3                                                                                                           | 3 11 3                             | 3 8 0                                 |
| Toesighouer oor beskermende klere.....                                          | 2 3 6                                                                                                                                       | 2 1 9                                | 1 19 3                                                                                                           | 1 17 0                             | 1 14 3                                |
| Opsigter van retortstoomkoker.....                                              | 4 0 0                                                                                                                                       | 3 15 0                               | 3 12 3                                                                                                           | 3 9 9                              | 3 4 3                                 |
| Opsigter, manlik.....                                                           | 3 10 0                                                                                                                                      | 3 10 0                               | 3 0 6                                                                                                            | 2 18 0                             | 2 14 0                                |
| Opsigter, vroulik.....                                                          | 2 8 6                                                                                                                                       | 2 8 6                                | 2 4 0                                                                                                            | 2 1 6                              | 2 0 0                                 |
| Wag.....                                                                        | 2 11 0                                                                                                                                      | 2 11 0                               | 2 6 9                                                                                                            | 2 4 0                              | 2 2 6                                 |
| Welsynbeampte.....                                                              | 3 19 0                                                                                                                                      | 3 19 0                               | 3 19 0                                                                                                           | 3 19 0                             | 3 19 0                                |
| Los werknemer.....                                                              | *                                                                                                                                           | *                                    | *                                                                                                                | *                                  | *                                     |

\* Een-vyfde van weekloon vir elke dag of gedeelte van 'n dag volgens gebied en soort werk wat verrig word.

## ANNEXURE "A".

|                                                                         | In the Magisterial Districts of Wellington and Paarl, other than the Area within a 3-mile Radius of the Post Office, Groot Drakenstein. | In the Magisterial District of Worcester. | In the Area within a 3-mile Radius of the Post Office, Groot Drakenstein in the Magisterial District of Paarl. | In the Magisterial District of Montagu. | In the Magisterial District of Mossel Bay. |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------|
|                                                                         | Per Week.<br>£ s. d.                                                                                                                    | Per Week.<br>£ s. d.                      | Per Week.<br>£ s. d.                                                                                           | Per Week.<br>£ s. d.                    | Per Week.<br>£ s. d.                       |
| Boiler attendant.....                                                   | 2 9 6                                                                                                                                   | 2 9 6                                     | 2 5 0                                                                                                          | 2 2 3                                   | 2 1 0                                      |
| Can tester.....                                                         | 2 3 6                                                                                                                                   | 2 3 6                                     | 1 17 9                                                                                                         | 1 17 3                                  | 1 16 0                                     |
| Chargehand.....                                                         | 2 5 6                                                                                                                                   | 2 5 6                                     | 1 17 6                                                                                                         | 1 14 9                                  | 1 14 9                                     |
| Factory clerk, qualified.....                                           | 2 19 0                                                                                                                                  | 2 19 0                                    | 2 13 9                                                                                                         | 2 13 9                                  | 2 11 0                                     |
| Factory clerk, unqualified—                                             |                                                                                                                                         |                                           |                                                                                                                |                                         |                                            |
| During first six months of experience.....                              | 2 4 6                                                                                                                                   | 2 4 6                                     | 1 17 3                                                                                                         | 1 17 3                                  | 1 17 3                                     |
| During second six months of experience....                              | 2 13 6                                                                                                                                  | 2 13 6                                    | 2 8 3                                                                                                          | 2 8 3                                   | 2 5 6                                      |
| Food boiler and/or maker or boiler of squash or cordial, qualified..... | 6 0 6                                                                                                                                   | 6 0 6                                     | 5 0 0                                                                                                          | 4 9 9                                   | 4 4 6                                      |
| Food boiler and/or maker or boiler of squash or cordial, unqualified—   |                                                                                                                                         |                                           |                                                                                                                |                                         |                                            |
| During first six months of experience.....                              | 2 4 0                                                                                                                                   | 2 4 0                                     | 1 17 0                                                                                                         | 1 17 0                                  | 1 16 9                                     |
| During second six months of experience....                              | 2 17 0                                                                                                                                  | 2 17 0                                    | 2 7 9                                                                                                          | 2 6 0                                   | 2 5 0                                      |
| During third six months of experience....                               | 3 10 0                                                                                                                                  | 3 10 0                                    | 2 18 6                                                                                                         | 2 15 0                                  | 2 13 3                                     |
| During fourth six months of experience....                              | 4 3 0                                                                                                                                   | 4 3 0                                     | 3 9 3                                                                                                          | 3 4 0                                   | 3 1 6                                      |
| During fifth six months of experience.....                              | 4 15 6                                                                                                                                  | 4 15 6                                    | 3 19 6                                                                                                         | 3 12 9                                  | 3 9 3                                      |
| During sixth six months of experience....                               | 5 8 0                                                                                                                                   | 5 8 0                                     | 4 9 9                                                                                                          | 4 1 3                                   | 3 16 9                                     |
| Fruit checker.....                                                      | 1 18 6                                                                                                                                  | 1 17 0                                    | 1 14 6                                                                                                         | 1 12 0                                  | 1 8 9                                      |
| Grade I employee, qualified.....                                        | 3 9 9                                                                                                                                   | 3 4 9                                     | 3 2 0                                                                                                          | 2 19 6                                  | 2 14 0                                     |
| Grade I employee, unqualified—                                          |                                                                                                                                         |                                           |                                                                                                                |                                         |                                            |
| During first three months of experience....                             | 2 7 3                                                                                                                                   | 2 7 3                                     | 2 0 0                                                                                                          | 2 0 0                                   | 1 17 3                                     |
| During second three months of experience..                              | 2 14 9                                                                                                                                  | 2 13 0                                    | 2 7 6                                                                                                          | 2 6 6                                   | 2 3 0                                      |
| During third three months of experience....                             | 3 1 9                                                                                                                                   | 2 19 3                                    | 2 14 9                                                                                                         | 2 13 0                                  | 2 8 6                                      |
| Grade IA employee, qualified.....                                       | 3 5 0                                                                                                                                   | 3 0 0                                     | 2 17 3                                                                                                         | 2 14 9                                  | 2 9 3                                      |
| Grade IA employee, unqualified—                                         |                                                                                                                                         |                                           |                                                                                                                |                                         |                                            |
| During first three months of experience....                             | 2 2 6                                                                                                                                   | 2 2 6                                     | 1 15 3                                                                                                         | 1 15 3                                  | 1 12 6                                     |
| During second three months of experience..                              | 2 10 0                                                                                                                                  | 2 9 3                                     | 2 2 9                                                                                                          | 2 1 9                                   | 1 18 3                                     |
| During third three months of experience....                             | 2 17 0                                                                                                                                  | 2 14 6                                    | 2 10 0                                                                                                         | 2 8 3                                   | 2 3 9                                      |
| Grade II employee, qualified.....                                       | 3 0 0                                                                                                                                   | 3 0 0                                     | 2 14 9                                                                                                         | 2 12 0                                  | 2 10 3                                     |
| Grade II employee, unqualified—                                         |                                                                                                                                         |                                           |                                                                                                                |                                         |                                            |
| During first three months of experience....                             | 2 3 6                                                                                                                                   | 2 3 6                                     | 1 17 9                                                                                                         | 1 17 3                                  | 1 16 0                                     |
| During second three months of experience..                              | 2 11 6                                                                                                                                  | 2 11 6                                    | 2 6 3                                                                                                          | 2 4 6                                   | 2 3 0                                      |
| Grade III employees.....                                                | 2 9 0                                                                                                                                   | 2 9 0                                     | 2 6 9                                                                                                          | 2 3 6                                   | 2 0 6                                      |
| Grade IV employee, male.....                                            | 2 2 6                                                                                                                                   | 2 1 0                                     | 1 18 6                                                                                                         | 1 16 0                                  | 1 13 3                                     |
| Grade IV employee, female.....                                          | 1 14 0                                                                                                                                  | 1 14 0                                    | 1 11 6                                                                                                         | 1 10 3                                  | 1 9 9                                      |
| Grade V employee, male, 18 years of age or over.....                    | 1 18 6                                                                                                                                  | 1 17 0                                    | 1 14 6                                                                                                         | 1 12 0                                  | 1 8 9                                      |
| Grade V employee, male, under 18 years of age                           | 1 11 6                                                                                                                                  | 1 11 0                                    | 1 7 0                                                                                                          | 1 6 0                                   | 1 4 9                                      |
| Grade V employee, female, 18 years of age or over.....                  | 1 13 0                                                                                                                                  | 1 12 3                                    | 1 8 9                                                                                                          | 1 7 6                                   | 1 6 6                                      |
| Grade V employee, female, under 18 years of age.....                    | 1 6 6                                                                                                                                   | 1 6 0                                     | 1 4 9                                                                                                          | 1 3 9                                   | 1 1 9                                      |
| Jam-stirrer and/or jam pan emptier.....                                 | 2 2 6                                                                                                                                   | 2 1 0                                     | 1 19 6                                                                                                         | 1 17 3                                  | 1 14 3                                     |
| Machine handy-man.....                                                  | 5 13 0                                                                                                                                  | 5 13 0                                    | 4 13 0                                                                                                         | 4 3 0                                   | 4 3 0                                      |
| Motor vehicle driver.....                                               | 4 0 0                                                                                                                                   | 4 0 0                                     | 3 11 3                                                                                                         | 3 11 3                                  | 3 8 0                                      |
| Protective clothing attendant.....                                      | 2 3 6                                                                                                                                   | 2 1 9                                     | 1 19 3                                                                                                         | 1 17 0                                  | 1 14 3                                     |
| Retort pressure cooker supervisor.....                                  | 4 0 0                                                                                                                                   | 3 15 0                                    | 3 12 3                                                                                                         | 3 9 9                                   | 3 4 3                                      |
| Supervisor, male.....                                                   | 3 10 0                                                                                                                                  | 3 10 0                                    | 3 0 6                                                                                                          | 2 18 0                                  | 2 14 0                                     |
| Supervisor, female.....                                                 | 2 8 6                                                                                                                                   | 2 8 6                                     | 2 4 0                                                                                                          | 2 1 6                                   | 2 0 0                                      |
| Watchman.....                                                           | 2 11 0                                                                                                                                  | 2 11 0                                    | 2 6 9                                                                                                          | 2 4 0                                   | 2 2 6                                      |
| Welfare Officer.....                                                    | 3 19 0                                                                                                                                  | 3 19 0                                    | 3 19 0                                                                                                         | 3 19 0                                  | 3 19 0                                     |
| Casual employee.....                                                    | *                                                                                                                                       | *                                         | *                                                                                                              | *                                       | *                                          |

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

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

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

(b) Benewens die lewenskostetoelae wat in paragraaf (a) van hierdie subklousule voorgeskryf word, is 'n werknemer geregtig op en moet 'n verdere lewenskostetoelae soos volg aan hom betaal word:—

In alle gebiede.

|                                    | Per week.<br>s. d. |
|------------------------------------|--------------------|
| Ketelbediener .....                | 4 3                |
| Blikkietotser .....                | 4 3                |
| Onderbaas .....                    | 4 3                |
| Fabrieksklerk, gekwalifiseer ..... | 4 3                |

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

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

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

In All Areas.

|                                | Per Week.<br>s. d. |
|--------------------------------|--------------------|
| Boiler attendant .....         | 4 3                |
| Can tester .....               | 4 3                |
| Chargehand .....               | 4 3                |
| Factory clerk, qualified ..... | 4 3                |

## Fabrieksklerk, ongekwalifiseer—

|                                                                               | s. | d. |
|-------------------------------------------------------------------------------|----|----|
| gedurende eerste ses maande ondervinding ...                                  | 4  | 3  |
| gedurende tweede ses maande ondervinding ...                                  | 4  | 3  |
| Voedselkoker en/of -maker of koker van vrugtesap of -troop, gekwalifiseer ... | 5  | 0  |
| Voedselkoker en/of -maker of koker van vrugtesap of -troop, ongekwalifiseer—  |    |    |
| gedurende eerste ses maande ondervinding ...                                  | 4  | 3  |
| gedurende tweede ses maande ondervinding ...                                  | 4  | 3  |
| gedurende derde ses maande ondervinding ...                                   | 5  | 0  |
| gedurende vierde ses maande ondervinding ...                                  | 5  | 0  |
| gedurende vyfde ses maande ondervinding ...                                   | 5  | 0  |
| gedurende sesde ses maande ondervinding ...                                   | 5  | 0  |
| Vrugteondersoeker ...                                                         | 3  | 9  |
| Graad I-werknemer, gekwalifiseer ...                                          | 5  | 0  |
| Graad I-werknemer, ongekwalifiseer—                                           |    |    |
| gedurende eerste drie maande ondervinding ...                                 | 4  | 3  |
| gedurende tweede drie maande ondervinding ...                                 | 4  | 3  |
| gedurende derde drie maande ondervinding ...                                  | 5  | 0  |
| Graad IA-werknemer, gekwalifiseer ...                                         | 5  | 0  |
| Graad IA-werknemer, ongekwalifiseer—                                          |    |    |
| gedurende eerste drie maande ondervinding ...                                 | 4  | 3  |
| gedurende tweede drie maande ondervinding ...                                 | 4  | 3  |
| gedurende derde drie maande ondervinding ...                                  | 4  | 3  |
| Graad II-werknemer, gekwalifiseer ...                                         | 4  | 3  |
| Graad II-werknemer, ongekwalifiseer—                                          |    |    |
| gedurende eerste drie maande ondervinding ...                                 | 4  | 3  |
| gedurende tweede drie maande ondervinding ...                                 | 4  | 3  |
| Graad III-werknemer ...                                                       | 4  | 3  |
| Graad IV-werknemer, manlik ...                                                | 4  | 3  |
| Graad IV-werknemer, vroulik ...                                               | 3  | 9  |
| Graad V-werknemer, manlik, 18 jaar of ouer ...                                | 3  | 9  |
| Graad V-werknemer, manlik, onder 18 jaar ...                                  | 3  | 9  |
| Graad V-werknemer, vroulik, 18 jaar of ouer ...                               | 3  | 9  |
| Graad V-werknemer, vroulik, onder 18 jaar ...                                 | 3  | 9  |
| Konfytroerder en/of konfytpanleegmaker ...                                    | 4  | 3  |
| Masjienhandlanger ...                                                         | 5  | 0  |
| Motorvoertuigbestuurder ...                                                   | 5  | 0  |
| Toesighouer oor beskermende klere ...                                         | 4  | 3  |
| Opsigter van retortdrukkoker ...                                              | 5  | 0  |
| Opsigter, manlik ...                                                          | 5  | 0  |
| Opsigter, vroulik ...                                                         | 4  | 3  |
| Wag ...                                                                       | 4  | 3  |
| Welsynbeampte ...                                                             | 5  | 0  |

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

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

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

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

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

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

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

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

(6) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is kragtens klousule 5 (1) maandeliks betaal word moet die bedrag van die loon bereken word teen die skaal van  $4\frac{1}{2}$  maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

## 5. BETALING VAN BESOLDIGING.

(1) *Werknemer, uitgesonderd 'n los werknemer.*—Behalwe soos bepaal in klousule 7 (3), moet die bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks, of as die werkgewer en werknemer skriftelik daarvoor ooreengekom het, maandeliks in kontant betaal word gedurende die werkure of

## Factory clerk, unqualified—

|                                                                        | s. | d. |
|------------------------------------------------------------------------|----|----|
| during first six months experience ...                                 | 4  | 3  |
| during second six months of experience ...                             | 4  | 3  |
| Food boiler and/or maker or boiler of squash or cordial, qualified ... | 5  | 0  |
| Food boiler and/or maker or boiler of squash or cordial, unqualified—  |    |    |
| during first six months' experience ...                                | 4  | 3  |
| during second six months' experience ...                               | 4  | 3  |
| during third six months' experience ...                                | 5  | 0  |
| during fourth six months' experience ...                               | 5  | 0  |
| during fifth six months' experience ...                                | 5  | 0  |
| during sixth six months' experience ...                                | 5  | 0  |
| Fruit checker ...                                                      | 3  | 9  |
| Grade I employee, qualified ...                                        | 5  | 0  |
| Grade I employee, unqualified—                                         |    |    |
| during first three months of experience ...                            | 4  | 3  |
| during second three months of experience ...                           | 4  | 3  |
| during third three months of experience ...                            | 5  | 0  |
| Grade IA employee, qualified ...                                       | 5  | 0  |
| Grade IA employee, unqualified—                                        |    |    |
| during first three months of experience ...                            | 4  | 3  |
| during second three months of experience ...                           | 4  | 3  |
| during third three months of experience ...                            | 4  | 3  |
| Grade II employee, qualified ...                                       | 4  | 3  |
| Grade II employee, unqualified—                                        |    |    |
| during first three months of experience ...                            | 4  | 3  |
| during second three months' experience ...                             | 4  | 3  |
| Grade III employees ...                                                | 4  | 3  |
| Grade IV employee, male ...                                            | 4  | 3  |
| Grade IV employee, female ...                                          | 3  | 9  |
| Grade V employee, male 18 years of age or over ...                     | 3  | 9  |
| Grade V employee, male under 18 years of age ...                       | 3  | 9  |
| Grade V employee, female 18 years of age or over ...                   | 3  | 9  |
| Grade V employee, female under 18 years of age ...                     | 3  | 9  |
| Jam-stirrer and/or Jam pan emptier ...                                 | 4  | 3  |
| Machine handyman ...                                                   | 5  | 0  |
| Motor vehicle driver ...                                               | 5  | 0  |
| Protective clothing attendant ...                                      | 4  | 3  |
| Retort pressure cooker supervisor ...                                  | 5  | 0  |
| Supervisor, male ...                                                   | 5  | 0  |
| Supervisor, female ...                                                 | 4  | 3  |
| Watchman ...                                                           | 4  | 3  |
| Welfare officer ...                                                    | 5  | 0  |

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

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

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

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

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

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

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

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

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

## 5. PAYMENT OF REMUNERATION.

(1) *Employees other than a Casual Employee.*—Save as provided in clause 7 (3) any amount due to an employee other than a casual employee shall be paid in cash weekly or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within fifteen minutes of ceasing work on the

binne vyftien minute na beëindiging van werk, op die gewone betaaldag van die fabriek, of by beëindiging van die diens as dit voor die gewone betaaldag plaasvind, en dit moet in 'n koefert of ander houer wees, of vergesel wees van 'n staat wat die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se bedryf, die getal gewone ure en oortydure wat gewerk is, die bedrag wat vir oortydwerk betaal word, die verskuldigde besoldiging en lewenskostoelae en die tydperk waarvoor betaling gedoen word, verstrek.

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorg- of pensioenfondse, of ledegeld vir 'n werknemersorganisasie en/of vakvereniging; met dien verstande dat in die geval van 'n aftrekking vir siekte- of voorsorgfondse ingevolge die voorbehoud by klousule 8 (1), dit onnodig is om die werknemer se skriftelike toestemming te verkry.

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

(c) 'n Aftrekking van die bedrag wat 'n werkgewer kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is, of toegelaat word, om af te trek.

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

(e) As 'n werknemer toestem, of verplig is om kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, losies en/of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

|                           | Per week. | Per maand. |
|---------------------------|-----------|------------|
|                           | £ s. d.   | £ s. d.    |
| Losies ... ..             | 0 3 0     | 0 13 0     |
| Inwoning ... ..           | 0 2 0     | 0 8 8      |
| Losies en inwoning ... .. | 0 5 0     | 1 1 8      |

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

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

(ii) in die geval van korttyd wat veroorsaak word deur ongunstige weersgesteldheid, of 'n algemene defek van installasie of masjinerie ten gevolge van 'n ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie.

#### 6. GEWONE EN OORTYDWERKURE, EN BETALING VIR OORTYD.

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

(a) In die geval van 'n fabriek wat 'n sesdaagse week werk—

(i) 46 uur in enige week van Maandag tot en met Saterdag;

(ii) agt uur op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op die ander dae hoogstens 8½ op 'n dag moet wees, indien die gewone werkure nie deur sodanige verlenging 46 in 'n week oorskry nie;

(b) in die geval van 'n fabriek wat 'n vyfdaagse week werk—

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

(ii) 9¼ uur op 'n dag.

usual pay day of the factory or on termination of employment if this takes place before the usual pay day and shall be contained in an envelope or other container and accompanied by a statement showing the employer's name, the employee's name or pay roll number, the employee's occupation, the number of ordinary hours worked and overtime hours worked, the amount paid for overtime, the remuneration, the cost of living allowance due and the period in respect of which payment is made.

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

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

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

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

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to an employees' organisation and/or trade union; provided that in the case of a deduction for sick or provident funds in terms of the proviso to clause 8 (1) the written consent of the employee need not be obtained.

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

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

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

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

|                          | Per Week. | Per Month. |
|--------------------------|-----------|------------|
|                          | £ s. d.   | £ s. d.    |
| Board ... ..             | 0 3 0     | 0 13 0     |
| Lodging ... ..           | 0 2 0     | 0 8 8      |
| Board and Lodging ... .. | 0 5 0     | 1 1 8      |

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

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

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

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

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

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

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

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

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

(i) forty-six hours in any week from Monday to Friday, inclusive;

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

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

- (a) In die geval van 'n fabriek wat 'n sesdaagse week werk, 8½ uur op 'n dag;
  - (b) in die geval van 'n fabriek wat 'n vyfdaagse week werk, 9¼ uur op 'n dag.
- (3) *Etensonderbrekings*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk nie sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en sodanige pouse moet nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—

- (i) as die pouse langer as een uur duur, alle tyd bo 1¼ uur as gewone werkure gereken moet word;
- (ii) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken moet word;
- (iii) in die geval van 'n werknemer wie se gewone werkure op 'n dag hoogstens sewe uur en veertig minute is, die pouse tot twintig minute verminder kan word wat so na as moontlik aan die middel van die werktydperk toegestaan moet word.

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

- (a) die middel van elke eerste werktydperk op 'n dag; en
- (b) die middel van elke tweede werktydperk op 'n dag waarin nie van die werknemer vereis mag word en hy nie toegelaat mag word om werk te verrig nie en die ruspouse moet as deel van die gewone werkure gereken word.

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

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

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

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

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

(9) *Betaling vir oortyd*.—'n Werkgewer moet—

- (a) sy vroulike werknemer ten opsigte van al die oortyd wat deur haar verrig word, besoldiging betaal teen 'n skaal van minstens 1½ maal haar gewone loon;
- (b) sy manlike werknemer ten opsigte van al die oortyddiens wat deur hom verrig word, besoldiging betaal teen minstens 1½ maal sy gewone loon; en
- (c) sy werknemer ten opsigte van al die oortyd wat deur hom op Nuwejaarsdag, Goeie Vrydag, Gelofte-dag en Kersdag verrig word, besoldiging betaal teen minstens dubbel sy gewone loon;

met dien verstande dat waar oortyd wat in enige week op 'n daelike basis bereken is, verskil van oortyd wat op 'n weeklike basis bereken is, die basis wat die grootste hoeveelheid oortyd gedurende dié week gegee, aangeneem moet word.

(10) *Voorbehoude*.—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing en die bepalinge van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat werk verrig wat ten gevolge van 'n defek aan installasie of masjinerie of ander onvoorsiene noodgeval noodsaaklik gemaak is nie.

#### 7. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalinge van subklousule (2) moet 'n werkgewer sy werknemer die volgende verlof ten opsigte van elke volle jaar diens by hom toestaan:—

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

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

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

- (i) as die verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die diensjaar waarop dit betrekking het;

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

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

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

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

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

- (a) the middle of each first work period in a day; and
- (b) the middle of each second work period in a day; during which the employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

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

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

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

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

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

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

#### 7. ANNUAL LEAVE.

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

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

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

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

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

- (ii) die tydperk van die verlof nie mag saamval met siekteverlof wat ingevolge klousule 8 toegestaan word nie, nog met 'n tydperk waarin die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elke sodanige dag by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;
- (iv) 'n werkgever enige dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle betaling aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek;
- (v) 'n werkgever en sy werknemer skriftelik kan ooreenkom dat jaarlikse verlof oor 'n dienstydsperk van hoogstens twee agtereenvolgende jare mag oploop.

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

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

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

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

- (a) kragtens subklousule (1) met verlof afwesig is;
- (b) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) kragtens klousule 8 met siekteverlof afwesig is;

wat altesaam hoogstens tien weke in 'n jaar beloop en waarvan die aanvang soos volg bereken word:—

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

met dien verstande dat as 'n werknemer se opleidingstydperk ingevolge die Zuid Afrika Verdedigings Wet, 1912, in enige jaar minder as dertig dae is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleiding minder as dertig dae is.

#### 8. SIEKTEVERLOF.

(1) 'n Werkgever moet sy werknemer wat, na een maand diens by hom, van sy werk afwesig is weens siekte of ongeval (uitgesonderd 'n ongeval ten opsigte waarvan skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, of 'n ongeval wat deur sy eie wangedrag veroorsaak is) altesaam die volgende gedurende enige enkele jaar diens by hom toestaan:—

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

en hy moet hom ten opsigte van die tydperk van afwesigheid ingevolge die bepalings hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het, of as die werkgever verkies het om die ander stelsel ingevolge bogenoemde bepalings toe te pas, minstens die halwe loon betaal wat die werknemer sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat die werkgever kan verkies dat 'n sertifikaat getoon word wat deur 'n geregistreerde geneesheer geteken is en wat die aard en duur van die werknemer se siekte meld ten opsigte van iedere afwesigheid waarvoor besoldiging geëis word; met dien verstande dat, as daar ingevolge 'n ooreenkoms tussen die werkgever en sy werknemers,

- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South African Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas day falls within the period of such leave another day shall, in substitution for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request, made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his employee may in writing agree that annual leave be accumulated over a period of employment of not more than two consecutive years.

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

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

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South African Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8; amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

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

provided that if in any year the period of training under the South African Defence Act, 1912, of any employee is less than thirty days, the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

#### 8. SICK LEAVE.

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

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

in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period, or where the employer had elected to observe the alternative system in terms of the above, not less than half the wage the employee would have received had he worked during such period, provided that the employer may elect to require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed; provided that where, in any factory, there exists or may be established by virtue of an agreement, between

of tussen 'n werkgever en die Food and Canning Workers' Union in 'n fabriek 'n siektebystands- of voorsorgfonds bestaan of gestig gaan word, waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat nie minder is as die bedrag wat deur elkeen van die werknemers betaal word, of betaalbaar is nie, en uit welke fonds 'n werknemer ingeval van afwesigheid of afwesighede van werk weens siekte of ongeval (uitgesonderd 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is), geregtig is op betaling van 'n bedrag wat in 'n jaar altesame gelyk is aan minstens sy volle loon vir twee weke ten opsigte van sodanige afwesigheid of afwesighede, onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie voorsiening is nie, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Ondanks die bepaling van subklousule (1) hiervan kan die Fonds in die geval van die mediese fonds van die Fruit and Vegetable Canning Workers vir die gebiede Paarl, Wellington en Worcester, na goedgekeurde bystandskaal vir 'n langer of korter tydperk en teen volle besoldiging of 'n gedeelte van die loon, vir sodanige tydperk vasstel.

Die werkgever moet binne 'n tydperk van vier weke van die datum af waarop hierdie Ooreenkoms deur die Minister bindend verklaar is, kies of hy ten opsigte van al sy werknemers verlang om die hoofbepaling, of die alternatiewe bepaling van subartikels (a), (b) en (c) na te kom, en moet binne die genoemde tydperk van sy keuse en die datum daarvan aan sy werknemers kennis gee deur vertoning van 'n kennisgewing op 'n opvallende plek in sy inrigting, en die Afdelingsinspekteur van Arbeid, Kaapstad, en aan die Sekretaris van die Food and Canning Workers' Union, Kaapstad, skriftelik kennis gee, en van die datum af waarop aldus kennis gegee is, is die hoofbepaling of alternatiewe bepaling, na gelang van die geval, op die inrigting van toepassing. Gedurende die tydperk tussen die datum waarop hierdie Ooreenkoms deur die Minister bindend verklaar word, en die datum van die werkgever se keuse, soos reeds genoem, is die hoofbepaling van genoemde subartikels op die werkgever en al sy werknemers van toepassing. As die werkgever in gebreke bly om sodanige keuse binne genoemde tydperk te doen, bly die hoofbepaling van toepassing.

(3) Vir die doeleindes van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

#### 9. PUBLIEKE VAKANSIEDAE EN SONDAE.

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

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

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

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

(a) of minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word;

(b) of vir elke uur of gedeelte van 'n uur wat aldus gewerk word, minstens  $1\frac{1}{2}$  maal sy gewone loon betaal ten opsigte van die hele tydperk wat op daardie Sondag gewerk word en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op die verlofdag sy gemiddelde gewone getal ure vir daardie dag van die week gewerk het.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

#### 10. GETALLEVERHOUDING.

'n Werkgever moet op elke skof 'n gekwalifiseerde voedselkoker, 'n gekwalifiseerde maker van vrugtesop of vrugtestroop, 'n gekwalifiseerde fabrieksklerk, 'n gekwalifiseerde werknemer, graad I, 'n gekwalifiseerde werknemer, graad IA, en 'n gekwalifiseerde werknemer, graad II, in diens hê, voordat hy onderskeidelik 'n ongekwalifiseerde voedselkoker, 'n ongekwalifiseerde maker van vrugtesop of vrugtestroop, 'n ongekwalifiseerde fabrieksklerk, 'n ongekwalifiseerde werknemer, graad I, 'n ongekwalifiseerde werknemer, graad IA, of 'n ongekwalifiseerde werknemer, graad II, in diens mag neem en hy moet minstens een gekwalifiseerde voedselkoker, een gekwalifiseerde maker van vrugtesop of vrugtestroop, een gekwalifiseerde fabrieksklerk, een gekwalifiseerde werknemer, graad I, een gekwalifiseerde werknemer, graad IA en een

the employer and his employees, or between an employer and The Food and Canning Workers' Union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941,) entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

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

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

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

#### 9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

(a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day, or

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

(4) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual employee.

#### 10. PROPORTION OR RATIO.

An employer shall employ on each shift a qualified food boiler, a qualified squash or cordial maker, a qualified factory clerk, a qualified grade I employee, a qualified grade IA employee and a qualified grade II employee, before he may employ an unqualified food boiler, an unqualified squash or cordial maker, an unqualified factory clerk, an unqualified grade I employee, an unqualified grade IA employee, or an unqualified grade II employee, respectively, and he shall employ not less than one qualified food boiler, one qualified squash or cordial maker, one qualified factory clerk, one qualified grade I employee, one qualified grade IA

gekwalfiseerde werknemer, graad II, in diens hê vir onderskeidelik elke twee ongekwalifiseerde voedselkokers, ongekwalifiseerde makers van vrugtesop of vrugtestroop, ongekwalifiseerde fabrieksklerke, ongekwalifiseerde werknemers, graad I; ongekwalifiseerde werknemers, graad IA, of ongekwalifiseerde werknemers, graad II by hom in diens.

#### 11. STUKWERK EN AANSPORINGSBONUSSKEMAS.

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

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

(2) 'n Werkgever moet op 'n opvallende plek in sy fabriek 'n rooster van die stukwerk- en aansporingsbonusskemas wat in subklousule (1) genoem word, vertoon hou, en hy mag sodanige skale nie verlaag nie tensy hy sy werknemer minstens twee weke kennis van die voorgename wysiging gegee het.

#### 12. OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgever moet oorpakke en/of beskermende klere wat hy sy werknemer kan verplig om te dra, of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemer te verskaf, asook waterdige klere vir wate, kosteloos verskaf en in goeie toestand hou en hy moet die oorpakke en/of beskermende klere op eie koste was en stryk, of laat was en stryk, of aan sy werknemer, in plaas van sodanige was- en strykdienste te verleen, tegelyk met die betaling van sy besoldiging 1s. per week betaal.

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

#### 13. VERLAGING IN RANG VAN GRAAD I- EN GRAAD II-WERKNEMERS, ONDERBASE EN OPSIGTERS.

'n Werkgever mag nie gedurende die tydperk 15 April tot 15 September van elke jaar enige graad I-werknemer, graad II-werknemer, onderbaas en opsigter, wat twee of meer jaar onderverinding in dié kategorie gehad het, in 'n laer graad plaas sonder dat verteenwoordigers van die Food Canning Workers' Union geleentheid tot bespreking gegee is nie.

#### 14. VAKVERENIGINGGERIEWE.

(1) Elke werkgever moet enigiemand wat skriftelik deur die vakvereniging daartoe gemagtig is, toelaat om sy kleedkamers van tyd tot tyd gedurende die etensuur binne te gaan (mits geen vergaderings daarin gehou word nie) vir die doel om—

- werknemers in verband met sake van die vakvereniging te spreek;
- nuwe lede te werf;
- kennissgewings te versprei van vergaderings deur die vakvereniging belê;
- ledes in te vorder wat aan die vakvereniging verskuldig is.

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

#### 15. VERBOD OP INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

'n Werkgever mag nie persone onder die ouderdom van 15 jaar in diens neem nie.

#### 16. DIENSSERTIFIKAAT.

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

#### 17. BEÏNDIGING VAN DIENSKONTRAK.

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

- In die geval van 24 uur kennisgewing, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur sewe in die geval van 'n wag, ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- In die geval van 'n week kennisgewing, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het;

employee and one qualified grade II employee for each two unqualified food boilers, unqualified squash or cordial makers, unqualified factory clerks, unqualified grade I employees, unqualified grade IA employees or unqualified grade II employees, respectively, employed by him.

#### 11. PIECEWORK AND INCENTIVE BONUS SCHEMES.

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

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

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

#### 12. OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

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

#### 14. TRADE UNION FACILITIES.

(1) Every employer shall permit any person or persons authorised thereto by the trade union, in writing, to enter his cloakrooms (provided no meetings are held therein) from time to time during the lunch-hour, for the purpose of—

- interviewing employees on trade union matters;
- enrolling new members;
- distributing notices calling meetings by the trade union;
- collecting members' contributions to the trade union.

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

#### 15. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen years.

#### 16. CERTIFICATE OF SERVICE.

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

#### 17. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

met dien verstande dat dit nie inbreuk maak—

- (i) op die werkgewer of die werknemer se reg om die diens sonder voorafgaande kennisgewing te beëindig weens 'n oorsaak wat wetlik as voldoende erken word nie;
- (ii) op 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir albei partye en vir langer as een week nie.

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

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

Namens die partye op hede die agt-en-twintigste dag van Januarie 1954, in Kaapstad geteken.

P. J. WESSELS,  
Voorsitter.

G. W. RICHARDS,  
E. SIMPSON,

Behoorlik Gemagtigde Verteenwoordigers  
(Werkgewers).

R. LAN,  
F. E. MARQUARD,

Behoorlik Gemagtigde Verteenwoordigers  
(Werknemers).

A. I. FOSTER,  
Sekretaris.

Getuies:

J. McCLUSKIE,  
P. A. JAMES.

\* No. 1408.] [9 Julie 1954.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

VRUGTE- EN GROENTE-INMAAKNYWERHEID.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vruchte- en Groente-inmaaknywerheid, bekendgemaak by Goewermentskennisgewing No. 1407 van 9 Julie 1954, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde wet is nie.

B. J. SCHOEMAN,  
Minister van Arbeid.

provided that this shall not effect—

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

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

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

Signed at Cape Town this twenty-eighth day of January, 1954.

P. J. WESSELS,  
Chairman.

G. W. RICHARDS,  
E. SIMPSON,

Duly Authorised Representatives  
(Employees).

R. LAN,  
F. E. MARQUARD,

Duly Authorised Representatives  
(Employees).

A. I. FOSTER,  
Secretary.

Witnesses:

J. McCLUSKIE,  
P. A. JAMES.

\* No. 1408.] [9 July 1954.

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941.

FRUIT AND VEGETABLE CANNING INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Fruit and Vegetable Canning Industry, published under Government Notice No. 1407 of the 9th July, 1954, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,  
Minister of Labour.



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