

Republiek van Suid-Afrika

Republic of South Africa



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

(REGULASIEKOERANT No. 280)

Prys 10c Price
Oorsee 15c Overseas
POSVRY - POST FREE

(REGULATION GAZETTE No. 280)

VOL. XI.]

PRETORIA, 10 JANUARIE 1964.
10 JANUARY

[No. 694.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 56.]

[10 Januarie 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

SEILDOEK- EN TOUWERKNYWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1), soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Seildoek- en Touwerknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1), soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g) en 16, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebied van Kaapstad; en
- (c) kragtens paragraaf (a) van subartikel (3), soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g) en 16, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, in die munisipale gebied van Kaapstad *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 56.]

[10 January 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

CANVAS AND ROPEWORKING INDUSTRY,
CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Canvas and Ropeworking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g) and 16, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Municipal Area of Cape Town; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the Municipal Area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g) and 16, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

BYLAË.

VERSOENINGSRAAD VIR DIE SEILDOEK- EN
TOUWERKNYWERHEID.

OOREENKOMS

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

S.A. Canvas and Ropeworkers' Union

(hieronder „die werknemers” of „die vakvereniging” genoem), aan die een kant, en

Cape Canvas and Ropeworking Association

(hieronder „die werkgewers” of „werkgewersorganisasie” genoem), aan die ander kant,

wat die partye is by die Versoeningsraad vir die Seildoek- en Touwerknywerheid.

1. GEBIEDS- EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Kaapstad nagekom word deur alle lede van die werkgewersorganisasie wat die Seil- en Touwerknywerheid uitoefen en deur alle lede van die vakvereniging wat in genoemde Nywerheid in diens is.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking van die datum af wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly twee jaar lank van krag of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Wet op Nywerheidsversoening, 1956, omskryf is, dieselfde betekenis as in die Wet, en tensy dit strydig met die samehang is, beteken—

- „blindhanger” ’n werknemer wat ontwerpe afmerk en/of planne vir blindings en/of sonskermte teken en/of beramings maak vir die koste en/of die afmetings en/of die aansit daarvan, en wat die raamwerk vir sulke blindings en/of sonskermte kan maak en aansit;
- „blindhanger, gekwalifiseer,” ’n blindhanger met minstens vier jaar ondervinding;
- „blindhanger, ongekwalifiseer,” ’n blindhanger met minder as vier jaar ondervinding;
- „Seildoek- en Touwerknywerheid” die nywerheid waarin werkgewers en werknemers geassosieer is vir die vervaardiging van goedere (uitgesonderd klerasie, skoeisel, klapperhaarmatrasse en goiingsakke) van seildoek en/of klapperhaar en/of going in fabriek wat ingevolge die Wet op Fabriek-, Masjinerie en Bouwerk, 1941, geregistreer moet word, en dit omvat alle bedrywighede wat by die nywerheid hoort of daaruit voortvloei en wat deur sodanige werkgewers en hul werknemers verrig word;
- „los werknemer” ’n werknemer wat hoogstens twee dae per week by dieselfde werkgewer in diens is;
- „snyer” ’n werknemer, uitgesonderd ’n blindhanger, wat sonder behulp van ’n leipatroon, maar volgens mate en gegewens wat aan hom verstrekk deur homself bepaal word, materiaal afmerk en die materiaal kan uitsny en oor uitknippers en/of arbeiders toesis hou;
- „snyer, gekwalifiseer,” ’n snyer met minstens vier jaar ondervinding;
- „snyer, ongekwalifiseer,” ’n snyer met minder as vier jaar ondervinding;
- „dag” die tydperk van 24 uur gereken van die tyd af waarop die werknemer begin werk;
- „ondervinding” met betrekking tot ’n snyer, blindhanger, algemene hulp en masjienwerker, die totale tydperk/e diens wat sodanige werknemer onderskeidelik as ’n snyer, blindhanger, algemene hulp of masjienwerker in die Seildoek- en Touwerknywerheid gehad het;
- „voorman” ’n werknemer in beheer oor die werknemers in ’n fabriek, en wat verantwoordelik is vir die behoorlike verrigting van hul werk;
- „algemene hulp” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—
 - (a) Toebewerking;
 - (b) splitswerk;
 - (c) aanwerk van seildoekringe en/of deurtoue en/of hakies en ogies, en/of tuite aan watersakke;
 - (d) handnaaldwerk;
 - (e) vasmaak van seildoek aan blindings- en/of sonskermte;
- „algemene hulp, gekwalifiseer,” ’n algemene hulp met minstens vier jaar ondervinding;
- „algemene hulp, ongekwalifiseer,” ’n algemene hulp met minder as vier jaar ondervinding;

SCHEDULE.

CONCILIATION BOARD FOR THE CANVAS AND
ROPEWORKING INDUSTRY.

AGREEMENT

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

S.A. Canvas and Ropeworkers' Union

(hereinafter referred to as “the employees” or the “trade union”), of the one part, and

Cape Canvas and Ropeworking Association

(hereinafter referred to as “the employers” or “employers’ organisation”), of the other part, being parties to the Conciliation Board for the Canvas and Ropeworking Industry.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Municipal Area of Cape Town by all members of the employers’ organisation who are engaged in the Canvas and Ropeworking Industry and by all members of the trade union who are employed in the said Industry.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation as and from the date fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for a period of two years, or for such period as may be decided by him.

3. DEFINITIONS.

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

- „blindhanger” means an employee who is engaged in marking out the designs for, and/or drawing plans for, and/or estimating costs of, and/or measuring and/or erecting, blinds and/or awnings and who may make and fix the frames of such blinds and/or awnings;
- „blindhanger, qualified,” means a blindhanger who has had not less than four years’ experience;
- „blindhanger, unqualified,” means a blindhanger who has had less than four years’ experience;
- „Canvas and Ropeworking Industry” means the industry in which employers and employees are associated for the manufacture of goods (other than clothing, footwear, mattresses of coir and bags of jute), of canvas and/or of coir and/or jute in factories which are registrable in terms of the Factories, Machinery and Building Work Act, 1941, and includes all operations incidental thereto or consequent thereon carried on by such employers and their employees;
- „casual employee” means an employee who is employed by the same employer on not more than two days in any week;
- „cutter” means an employee, other than a blindhanger, who marks out material other than by means of a templet, according to measurements or specifications supplied to or made by him and who may cut such material and supervise choppers out and/or labourers;
- „cutter, qualified,” means a cutter who has had not less than four years’ experience;
- „cutter, unqualified,” means a cutter who has had less than four years’ experience;
- „day” means the period of twenty-four hours calculated from the time the employee commences work;
- „experience” means, in relation to a cutter, blindhanger, general assistant and machinist, the total period or periods of employment which such employee has had as a cutter, blindhanger, general assistant or machinist respectively, in the Canvas and Ropeworking Industry;
- „foreman” means an employee in charge of the employees in a factory who exercises control over such employees and is responsible for the efficient performance by them of their duties;
- „general assistant” means an employee who is engaged in one or more of the following duties or capacities:—
 - (a) Roping;
 - (b) splicing;
 - (c) sewing on grommets and/or door lines, and/or hooks and eyes, and/or nozzles into water bags;
 - (d) hand sewing;
 - (e) fixing canvas on the blind or awning frames;
- „general assistant, qualified,” means a general assistant who has had not less than four years’ experience;
- „general assistant, unqualified,” means a general assistant who has had less than four years’ experience;

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (1) Persele, diere, masjinerie, werktuie, gereedskap, gerei, voertuie of ander goedere, met inbegrip van afge-werkte goedere, skoonmaak;
- (2) kampongs, latrines, stalle, buitegeboue en soortgelyke geboue en bouwerke witkalk;
- (3) laai en aflaai;
- (4) goedere dra, verplaas of stapel; enige voertuig stoot of trek;
- (5) vuurmaak of vure aan die brand hou en afval verwyder;
- (6) klippe, klei, of sand losmaak, uithaal, breek of spreid; slote en fondamente grawe of ander uitgraafwerk verrig;
- (7) bome of plantegroei kap, vernietig of verwyder;
- (8) geboue of ander bouwerke sloop;
- (9) masjiene voer of daarvan afneem; onder toesig tenks of vate vul of aftap, en dit omvat ’n trekker;
- (10) as en sement, of sement en sand, dagha, beton, klip of bitumen met die hand meng en beton of bitumen met behulp van ’n skop, hark, vork of kruiwa spreid;
- (11) deure, kiste, pakkette, bale en sakke oopmaak of toemaak, lê kantonhouers toemaak of gereedmaak om vir verpakking gebruik te word;
- (12) lewende hawe of voertuie oppas;
- (13) kiste, bale, sakke of ander houers, pakkette of goedere merk, brandmerk, sjabloneer of etiketteer;
- (14) goedere op ’n gestelde skaal afweeg;
- (15) briewe, boodskappe of goedere te voet of per fiets, driewieler of handvoertuig aflewer;
- (16) rantsoene kook, of tee of soortgelyke drank maak;
- (17) masjinerie of voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (18) tuinmaak (nl. onder toesig plant, spit, hark, grassny, spreid, meng, natmaak);
- (19) goedere van dieselfde grootte en getal verpak in houers wat spesiaal vervaardig is om dié goedere te bevat;
- (20) materiaal of vervaardigde goedere oprol;
- (21) afknipwerk;
- (22) toue insit, stringe knoop, spantoue knoop;
- (23) pale en tentkappe verf; hout vir tentpale beits;
- (24) ogies met die hand of met behulp van ’n masjien inslaan, mits die plekke daarvoor vooraf aangedui is;
- (25) metaalpuntjies met of sonder ogies en/of drukkopies aan seiluitrusting vasklamp;
- (26) draadhake in ventileerpyppe en/of in watersakhandvatsels insit; wasters insit;
- (27) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek finaal regmaak en/of stryk;
- (28) gate in mure of lateie onder toesig boor of slaan;
- (29) tou en draagband op maat sny of knip; drade afknip;
- (30) materiaal uitlê om geknip of gesny te word;
- (31) punte van toue afbind;
- (32) metaalstutte of arms vir sonskerms oortrek;
- (33) bale toemaak, pakkette merk en toedraai;
- (34) batterye met gedistilleerde water vul;
- (35) lappe of afvalmateriaal sorteer;
- (36) die handvat van ’n handmasjien draai;
- (37) vou, oprol en uitlê;
- (38) sakke met die hand heelmaak;
- (39) artikels voorberei om waterdig gemaak te word deur rubberlym op sodanige artikels aan te bring;

„masjienwerker” ’n werknemer wat seildoek of ander materiaal met ’n masjien naai;

„masjienwerker, manlik, gekwalifiseer,” ’n manlike masjienwerker met minstens 3½ jaar ondervinding;

„masjienwerker, manlik, ongekwalifiseer,” ’n manlike masjienwerker met minder as 3½ jaar ondervinding;

„masjienwerker, vroulik, gekwalifiseer,” ’n vroulike masjienwerker met minstens 2½ jaar ondervinding;

„masjienwerker, vroulik, ongekwalifiseer,” ’n vroulike masjienwerker met minder as 2½ jaar ondervinding;

„stukwerk of taakwerk” ’n stelsel waarvolgens ’n werknemer se besoldiging op die hoeveelheid of omvang van gedane werk gegrond is;

„trekker”, vir die toepassing van klousule 12, ’n arbeider wat materiaal in ’n masjien plaas en daaruit haal;

„korttyd” ’n tydelike vermindering van die getal gewone werkure weens slapte in die bedryf, gebrek aan grondstowwe of spoorwegtrokke, slegte weersgesteldheid, of ’n algemene onklaarraking van installasie of masjinerie, of weens dreigende instorting van geboue as gevolg van ongeluk of ander onvoorsiene noodgeval;

„loon” die bedrag geld betaalbaar aan ’n werknemer ten opsigte van die gewone werkure wat in klousules 6 (1) en (2) bepaal word: Met dien verstande dat indien ’n werkgewer ’n werknemer gereeld ten opsigte van sodanige gewone werkure ’n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, dit dié hoër bedrag beteken.

By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

„labourer” means an employee engaged in one or more of the following duties or capacities:—

- (1) Cleaning premises, animals, machinery, implements, tools, utensils, vehicles or other articles, including finished articles;
- (2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;
- (3) loading and unloading;
- (4) carrying, moving or stacking articles; pushing or pulling any vehicle;
- (5) making or maintaining fires and removing refuse;
- (6) loosening, taking out, breaking or spreading stone, clay or sand digging trenches, foundations or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines; feeding into or drawing off from tanks or vats under supervision, and includes a puller;
- (10) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packing;
- (12) tending livestock or minding vehicles;
- (13) marking, branding, stencilling or affixing labels on boxes, bales, sacks or other containers, packages or articles;
- (14) weighing goods on a set scale;
- (15) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (16) cooking rations or making tea or similar beverages;
- (17) oiling and greasing machinery or vehicles, other than motor vehicles;
- (18) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);
- (19) packing articles of uniform size and number into receptacles specially made to contain such articles;
- (20) rolling up material or manufactured articles;
- (21) nipping;
- (22) putting in ropes; knotting cords; knotting strainers;
- (23) painting poles and tent tops; staining wood for tent poles;
- (24) knocking in eyelets by hand or machine provided their positions are previously indicated;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment;
- (26) putting wire hooks in ventilating pipes and/or water-bag handles; inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes, dressing and/or ironing canvas;
- (28) drilling or punching holes in walls or lintels under supervision;
- (29) cutting rope and webbing to set measurement; cutting off threads;
- (30) laying out material preparatory to cutting;
- (31) whipping ends of ropes;
- (32) covering metal supports or brackets for awnings;
- (33) closing bales, marking and wrapping packages;
- (34) filling batteries with distilled water;
- (35) sorting rags or waste material;
- (36) turning the handle of a hand operated machine;
- (37) folding, unrolling and laying out;
- (38) mending sacks by hand;
- (39) preparing articles for waterproofing by applying solution on such articles.

„machinist” means an employee engaged in sewing canvas or other materials by means of a sewing machine;

„machinist, male, qualified,” means a male machinist who has had not less than three and a half years’ experience;

„machinist, male, unqualified,” means a male machinist who has had less than three and a half years’ experience;

„machinist, female, qualified,” means a female machinist who has had not less than two and a half years’ experience;

„machinist, female, unqualified,” means a female machinist who has had less than two and a half years’ experience;

„piece-work or task-work” means any system under which an employee’s remuneration is based upon the quantity or output of work done;

„puller” means, for the purposes of clause 12, a labourer engaged in feeding into or taking off from machines;

„short-time” means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or other unforeseen emergency;

„Wage” means the amount of money payable to an employee in respect of the ordinary hours of work laid down in clauses 6 (1) and (2): Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount.

In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. LONE.

(1) Behoudens die bepalings van subartikel (6) is die minimum weekloon wat aan ondergenoemde klasse werknemers betaal moet word, soos volg:—

(a) Werknemers, uitsonderd los werknemers:—

	Loon per week.
	R
Voorman.....	24.19
Blindinghanger, gekwalifiseer.....	20.97
Blindinghanger, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	4.96
Gedurende tweede ses maande ondervinding.....	6.72
Gedurende derde ses maande ondervinding.....	8.75
Gedurende vierde ses maande ondervinding.....	11.05
Gedurende vyfde ses maande ondervinding.....	13.12
Gedurende sesde ses maande ondervinding.....	14.90
Gedurende sewende ses maande ondervinding.....	17.10
Gedurende agtste ses maande ondervinding.....	18.92
Snyer, gekwalifiseer.....	20.97
Snyer, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	4.96
Gedurende tweede ses maande ondervinding.....	6.72
Gedurende derde ses maande ondervinding.....	8.75
Gedurende vierde ses maande ondervinding.....	11.05
Gedurende vyfde ses maande ondervinding.....	13.12
Gedurende sesde ses maande ondervinding.....	14.90
Gedurende sewende ses maande ondervinding.....	17.10
Gedurende agtste ses maande ondervinding.....	18.92
Algemene hulp, gekwalifiseer.....	18.64
Algemene hulp, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	4.96
Gedurende tweede ses maande ondervinding.....	6.51
Gedurende derde ses maande ondervinding.....	8.08
Gedurende vierde ses maande ondervinding.....	9.79
Gedurende vyfde ses maande ondervinding.....	11.93
Gedurende sesde ses maande ondervinding.....	13.48
Gedurende sewende ses maande ondervinding.....	15.05
Gedurende agtste ses maande ondervinding.....	16.61
Masjienwerker, manlik, gekwalifiseer.....	14.61
Masjienwerker, manlik, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	4.96
Gedurende tweede ses maande ondervinding.....	6.29
Gedurende derde ses maande ondervinding.....	7.36
Gedurende vierde ses maande ondervinding.....	8.80
Gedurende vyfde ses maande ondervinding.....	10.31
Gedurende sesde ses maande ondervinding.....	11.93
Gedurende sewende ses maande ondervinding.....	13.23
Masjienwerker, vroulik, gekwalifiseer.....	13.12
Masjienwerker, vroulik, ongekwalifiseer:—	
Gedurende eerste ses maande ondervinding.....	4.96
Gedurende tweede ses maande ondervinding.....	5.98
Gedurende derde ses maande ondervinding.....	7.23
Gedurende vierde ses maande ondervinding.....	8.65
Gedurende vyfde ses maande ondervinding.....	9.79
Arbeider.....	7.00

met dien verstande dat 'n arbeider wat nagemmers verwyder, leegmaak, skoonmaak of omruil, benewens die weekloon wat vir 'n arbeider voorgeskryf word, die som van 25 sent per week betaal moet word.

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

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse, en behoudens soos bepaal in subklousule (3) en klousule 5 (6), moet 'n werknemer minstens die volle weekloon, in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf, ten opsigte van 'n week betaal word, ongeag of hy in daardie week die maksimum getal gewone ure, in klousule 6 (1) en (2) voorgeskryf, of minder gewerk het.

(3) *Differensiële lone.*—'n Werknemer wat 'n lid van een klas van sy werknemers, uitgesonderd 'n arbeider, verplig of toelaat om altesaam langer as 'n uur op 'n dag, en 'n werkgewer wat sy arbeider verplig of toelaat om enige tydperk op 'n dag, benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

in subklousule (1) voorgeskryf word, moet aan daardie werknemer 'n loon betaal ten opsigte van al die gewone werkure van die fabriek op daardie dag—

(i) in die geval genoem in paragraaf (a), vir elke uur teen die hoër weekloon gedeel deur die getal gewone ure wat daardie werknemer per week werk;

4. WAGES.

(1) Subject to the provisions of sub-section (6) the minimum weekly wage that shall be paid to the undermentioned classes of employees shall be as follows:—

(a) Employees other than casual employees:—

	Wage per Week.
	R
Foreman.....	24.19
Blindhanger, qualified.....	20.97
Blindhanger, unqualified:—	
During the first six months of experience.....	4.96
During the second six months of experience.....	6.72
During the third six months of experience.....	8.75
During the fourth six months of experience.....	11.05
During the fifth six months of experience.....	13.12
During the sixth six months of experience.....	14.90
During the seventh six months of experience.....	17.10
During the eighth six months of experience.....	18.92
Cutter, qualified.....	20.97
Cutter, unqualified:—	
During the first six months of experience.....	4.96
During the second six months of experience.....	6.72
During the third six months of experience.....	8.75
During the fourth six months of experience.....	11.05
During the fifth six months of experience.....	13.12
During the sixth six months of experience.....	14.90
During the seventh six months of experience.....	17.10
During the eighth six months of experience.....	18.92
General assistant, qualified.....	18.64
General assistant, unqualified:—	
During the first six months of experience.....	4.96
During the second six months of experience.....	6.51
During the third six months of experience.....	8.08
During the fourth six months of experience.....	9.79
During the fifth six months of experience.....	11.93
During the sixth six months of experience.....	13.48
During the seventh six months of experience.....	15.05
During the eighth six months of experience.....	16.61
Machinist, male, qualified.....	14.61
Machinist, male, unqualified:—	
During the first six months of experience.....	4.96
During the second six months of experience.....	6.29
During the third six months of experience.....	7.36
During the fourth six months of experience.....	8.80
During the fifth six months of experience.....	10.31
During the sixth six months of experience.....	11.93
During the seventh six months of experience.....	13.23
Machinist, female, qualified.....	13.12
Machinist, female, unqualified:—	
During the first six months of experience.....	4.96
During the second six months of experience.....	5.98
During the third six months of experience.....	7.23
During the fourth six months of experience.....	8.65
During the fifth six months of experience.....	9.79
Labourer.....	7.00

provided that a labourer engaged in removing, emptying, cleaning or replacing sanitary pails shall be paid the sum of 25 cents per week in addition to the weekly wage prescribed for a labourer.

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

(2) *Basis of Contract.*—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) and (2) or less.

(3) *Differential Wages.*—An employer who requires or permits a member of one class of his employees other than a labourer to perform for longer than one hour in the aggregate on any day and an employer who requires or permits his labourer to perform for any period 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 die geval genoem in paragraaf (b), vir elke uur teen die weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent, gedeel deur die getal gewone ure wat so 'n werknemer per week werk; met dien verstande dat 'n werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig, geregtig is op 'n totale bedrag wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer van so 'n hoër klas verskuldig sou wees teen die loonskaal wat vir hom in subklousule (1) voorgeskryf word nie;

met dien verstande dat wanneer die enigste verskil tussen die klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom berus, hierdie subklousule nie van toepassing is nie.

(4) *Fietstoelae*.—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets by die verrigting van sy werksaamhede te gebruik moet hom—

(a) in die geval van 'n ander werknemer as 'n los werknemer minstens 25 sent per week betaal;

(b) in die geval van 'n los werknemer, minstens 5 sent per dag; bo en behalwe die loon in subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(5) *Berekening van maandloon*.—Indien die loon aan 'n werknemer ingevolge klousule 5 (1) verskuldig, maandeliks betaalbaar is, word die loon bereken teen $4\frac{1}{3}$ maal sy weekloon.

(6) Die lone wat in hierdie klousule voorgeskryf word, moet geag word lewenskostoelae in te sluit wat betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostoelae wat ingevolge genoemde Oorlogsmaatreël of enige vervangende wetgewing betaalbaar is, verhoog word in die mate waarin 'n werknemer geregtig sou geword het op besoldiging wat meer is as die loon wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag van minstens die oorbedrag.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens soos in klousule 7 (3) bepaal, moet die bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant betaal word of, met die toestemming van die werknemer, maandeliks in kontant of per tjek, gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir dié werknemer of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en dié bedrag moet in 'n koevert of houer wees, waarop onderstaande geskryf moet staan of wat vergesel moet wees van 'n staat wat onderstaande aantoon:—

- die werkgewer se naam;
- die werknemer se naam of betaalstaatsnommer en betrekking;
- die getal gewone werkure deur die werknemer gewerk;
- die getal oortydure deur die werknemer gewerk;
- die werknemer se loon;
- besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;
- besonderhede van alle aftrekking wat gedoen word;
- die werklike bedrag aan die werknemer betaal; en
- die tydperk ten opsigte waarvan besoldiging betaal word; en dié koevert of houer waarop hierdie besonderhede aangeteken is, of die staat, word die eiendom van die werknemer.

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

(3) *Premies*.—Geen betaling ten opsigte van werkverskaffing 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*.—Behoudens soos bepaal in die Naturrelle (Stadsgebiede) Wysigingswet, 1945, soos gewysig, of die Naturrellearbeid Regelingswet, 1911, kan 'n werkgewer nie van sy werknemer vereis om by hom of by 'n persoon, of plek wat hy aanwys, kos en/of huisvesting aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer kan sy werknemer geen boetes oplê of aftrekkings van sy werknemer se besoldiging maak nie, uitgesonderd die ondergenoemde:—

- Met die skriftelike toestemming van sy werknemer, aftrekkings vir verlof, siekte-, versekerings-, spaar-, voorsorg- of pensioenfonds; met dien verstande dat in die geval van 'n aftrekking vir 'n siekte-, of 'n voorsorgfonds, ingevolge die bepalings van die tweede voorbehoud van klousule 8 (1), dit onnodig is om skriftelike toestemming van die werknemer te verkry;
- behoudens soos andersins in hierdie Ooreenkoms bepaal, as 'n werknemer van sy werk afwesig is en hy nie afwesig is op las of op versoek van sy werkgewer nie, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het;

- (ii) in the case referred to in paragraph (b) at the rate for each hour equal to the weekly wage prescribed in sub-clause (1) for an employee of his class 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.

(4) *Bicycle Allowance*.—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay to him—

(a) in the case of an employee other than a casual employee, not less than twenty-five cents per week;

(b) in the case of a casual employee, not less than five cents per day;

in addition to the wage prescribed in sub-clause (1) for an employee of his class.

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

(6) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION

(1) *Employees Other than Casual Employees*.—Save as provided in clause 7 (3), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or pay roll number and occupation;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

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

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

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

(5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, as amended, or in the Native Labour Regulations 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:—

- With the written consent of his employee a deduction for holiday, sick, insurance, savings, provident or pension funds; provided that in case of a deduction for sick or provident funds in terms of the second proviso to clause 8 (1), the written consent of the employee need not be obtained;
- except where otherwise provided for in this Agreement, whenever an employee is not at work and such absence is not on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

- (c) 'n aftrekking van elke bedrag wat 'n werkgewer kragtens wet of bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;
- (d) 'n aftrekking van 'n bedrag gelyk aan sy dagloon ten opsigte van enige ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie;
- (e) wanneer 'n werknemer toestem of dit van hom vereis word om ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Naturelle Arbeid Regelingswet, 1911, losies en/of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens ondergenoemde bedrae:—

	Per week.	Per maand.
	R c	R c
Losies	0 40	1 73
Inwoning	0 20	0 87
Losies en inwoning	0 60	2 60

- (f) indien die gewone werkure in klousule 6 voorgeskryf, as gevolg van korttyd verminder word, ten opsigte van elke uur vermindering, 'n aftrekking van die werknemer se weekloon gedeel deur die getal gewone ure wat so 'n werknemer per week werk; met dien verstande dat geen aftrekking gemaak mag word nie—
- (i) in die geval van korttyd wat deur 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe of spoorweg-trokke veroorsaak word, tensy die werkgewer sy werknemer minstens 24 uur kennis gee van sy voorneme om die gewone werkure aldus te verminder;
- (ii) in die geval van korttyd wat deur slechte weersgesteldheid of 'n algemene onklaarraking van installasie of masjinerie veroorsaak word of 'n dreigende instorting van geboue weens 'n ongeluk of 'n ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer die werknemer op die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie.
- (g) Met die skriftelike toestemming van sy werknemer, aftrekkings vir bydraes tot die fondse van 'n vakvereniging.

6. WERKURE, GEWONE TYD EN OORTYD EN BESOLDIGING VIR OORTYD.

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

- (i) 44 uur per week van Maandag tot en met Vrydag
- (ii) 8 uur en 48 minute per dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens 8 uur en 48 minute per dag.

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

- (i) as so 'n pouse langer as 'n uur is, elke tydperk bo 1½ uur as gewone werkure beskou moet word;
- (ii) werktydperke wat deur 'n pouse van minder as 'n uur onderbreek word, as aaneenlopend beskou word.

(4) *Ruspouse.*—'n Werkgewer moet aan al sy werknemers 'n ruspouse van minstens tien minute so na as moontlik aan—

- (a) die middel van die eerste werktydperk op 'n dag; en
- (b) die middel van die tweede werktydperk op 'n dag; toestaan, waarin 'n werknemer nie verplig of toegelaat kan word om te werk nie, en dié pouse word as deel van die gewone werkure beskou.

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

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

(7) *Beperking van oortyd.*—'n Werkgewer kan sy werknemer nie verplig of toelaat om meer oortyd te werk nie as—

- (a) 10 uur per week;
- (b) twee uur per dag.

(8) *Vroulike werknemers.*—'n Werkgewer kan 'n vroulike werknemer nie verplig of toelaat om oortyd soos volg te werk nie:—

- (a) Tussen 6-uur nm. en 6-uur vm.;
- (b) op meer as vyf dae per week na 1-uur nm.;
- (c) langer as twee uur per dag;
- (d) op meer as drie opeenvolgende dae; of
- (e) op meer as 60 dae per jaar;

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

(d) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;

(e) when an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, as amended, 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.
	R c	R c
Board	0 40	1 73
Lodging	0 20	0 87
Board and lodging	0 60	2 60

(f) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short time, a deduction 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 a temporary slackness of trade or shortage of raw material or railway trucks, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short time arising out of the vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings due to accident or other unforeseen emergency in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(g) with the written consent of his employee, deductions for contributions to the funds of a trade union.

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

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

- (i) forty-four in any week from Monday to Friday, inclusive;
- (ii) eight hours forty-eight minutes in any day.

(2) The ordinary hours of work of a casual employee shall not exceed eight hours forty-eight minutes in any day.

(3) *Meal Breaks.*—An employer shall not require or permit his 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 one and a quarter hours shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes at as nearly as practicable—

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

during which an 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 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—

- (a) ten hours in any week;
- (b) two hours in any day.

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

- (a) to work between 6 o'clock p.m. and 6 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;
- (d) to work overtime on more than three consecutive days;
- (e) to work overtime on more than sixty days in any year;

- (f) op 'n dag na haar gewone werkure meer as een uur, tensy hy haar—
- voor 12-uur middag daarvan in kennis gestel het; of
 - van 'n toereikende maaltyd voorsien het voordat die oortyd begin; of
 - betyds 25 sent betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

(9) *Besoldiging vir Oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van minstens—

- in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur dié werknemer op 'n dag gewerk;
- in die geval van enige ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur dié werknemer in 'n week gewerk.

(10) *Voorbehoud.*—Subklousules (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat noodsaaklik werk as gevolg van 'n onklaarraking van installasie of van masjinerie of van 'n ander onvoorsiene noodgeval verrig nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werk-gewer sy werknemer ten opsigte van elke volle jaar diens by hom twee weke plus drie werkdag aaneenlopende verlof met volle besoldiging toestaan.

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

- dat indien sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande na beëindiging van die betrokke diensjaar toegestaan moet word; en voorts dat die werk-gewer by onderlinge reëling die genoemde verlof aan al sy werknemers tussen die 15de Desember van die jaar en die daaropvolgende 14de Januarie kan toestaan. In dié geval moet elke werknemer wat nie 'n ononderbroke dienstyd van 12 maande op 15 Desember voltooi het nie, besoldig word vir elke volle maand tot 15 Desember met minstens een-vyfde van die weeklikse loon, wat hy onmiddellik voor die genoemde 15de Desember ontvang het; en indien Gelofte-dag Kersdag of Nuwejaarsdag binne die tydperk val gedurende welke die inrigting vir die jaarlikse vakansie-tydperk gesluit is, nog 'n dag ter vervanging van elke sodanige dag by die genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word;
- dat die verlof nie mag saamval nie met siekteverlof toegestaan ingevolge klousule 8 of, tensy die werknemer aldus skriftelik versoek en die werk-gewer skriftelik instem, met enige tydperk van militêre opleiding;
- dat indien Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Gelofte-dag of Kersdag binne die tydperk van dié verlof val, nog 'n dag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige bygevoegde dag betaal moet word;
- dat 'n werk-gewer elke dag geleentheidsverlof met volle besoldiging wat hy gedurende die diensjaar waarop die jaarlikse verlof betrekking het, op die skriftelike versoek van sy werknemer toegestaan het, van die verlof kan aftrek.

(3) *Besoldiging ten opsigte van verlof.*—Die besoldiging ten opsigte van jaarlikse verlof genoem in subklousule (1), moet voor of op die laaste werkdag voor die aanvang van sodanige verlof betaal word.

(4) 'n Werk-gewer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werk-gewer eindig voordat die verlof-tydperk genoem in subklousule (1), aan hom toekom, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by beëindiging van die dienskontrak in plaas van die verlof en ten opsigte van elke volle maand van dié tydperk van minder as 'n jaar, minstens een-vyfde van die weekloon betaal word, wat hy onmiddellik voor dié datum van sodanige beëindiging ontvang het.

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

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk in te sluit ten opsigte waarvan 'n werk-gewer, ingevolge klousule 15, 'n werknemer betaal in plaas van hom kennis te gee, en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

- met verlof ingevolge hierdie klousule;
- met siekteverlof ingevolge klousule 8;
- op las of op versoek van sy werk-gewer;
- militêre opleiding ondergaan,

(f) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- before midday given notice thereof to such employee; or
- provided such employee with an adequate meal before the commencement of such overtime; or
- paid to such employee twenty-five cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

- in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(10) *Savings.*—The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to a male employee engaged on work necessitated by a breakdown of plant or machinery or 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 two weeks' plus three work days' consecutive leave on full pay.

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

- 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; and further that an employer may by mutual arrangement grant the said leave to all his employees between the 15th December in any year and the ensuing 14th January. In that event any employee who has not completed twelve months' continuous employment as at the 15th of December shall be paid in respect of each completed month of employment up to the 15th December not less than one-fifth of the weekly remuneration, which he was receiving immediately prior to the said 15th of December and if the Day of the Covenant, Christmas Day or New Year's Day falls within the period during which the establishment is closed for the annual holiday period, another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;
- the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training;
- if New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- an employer may set off against such period of leave any day's occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates.

(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-fifth of the weekly remuneration, which he was receiving immediately prior to 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 termination, be paid in respect of leave, the amounts referred to in sub-clauses (1) and (4).

(6) For the purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 15, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- on leave in terms of this clause;
- on sick leave in terms of clause 8;
- on the instructions or at the request of his employer;
- undergoing any military training,

wat altesaam in 'n jaar hoogstens 10 weke bedra ten opsigte van punte (a), (b) en (c), plus tot vier maande van enige tydperk van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof ingevolge 'n wet geregtig geword het, die datum waarop die werknemer laas op sodanige verlof ingevolge daardie wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie vasstelling in diens was en op wie 'n wet wat vir jaarlikse verlof voorsiening maak, betrekking het, maar wat nog nie ingevolge daarvan op verlof geregtig geword het nie, van die datum af waarop sy diens begin het;
- (iii) in die geval van 'n werknemer aan wie verlof ingevolge voorbehoud (i) van subklousule (2) van hierdie klousule toegestaan is, tussen 15 Desember en die daaropvolgende 14de Januarie, van die datum af waarop sodanige werknemer in die diens van sy werkgever getree het, of na gelang van die jongste, van die voorafgaande 15de Desember af;
- (iv) in die geval van enige ander werknemer, van die datum af waarop sodanige werknemer in die diens van sy werkgever getree het, of na gelang van die jongste, van die datum af waarop hierdie Ooreenkoms van krag geword het.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer, wat na een maand diens by hom weens siekte of ongeluk wat nie deur sy eie wan-gedrag veroorsaak is nie, van die werk afwesig is, uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalle-wet, 1941, betaalbaar is, tien werkdag siekteverlof per diensjaar by hom toestaan en hom ten opsigte van die tydperk van afwesig-heid ingevolge daarvan minstens die loon betaal wat hy sou ont-vang het indien hy tydens sodanige tydperk gewerk het; met dien verstande dat 'n werkgever as vooropgestelde voorwaarde vir betaling ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word, kan eis dat 'n sertifikaat wat deur 'n geregistreerde praktisyn onderteken is en wat die aard en duur van die werknemer se siekte vermeld, voorgelê word voordat hy enige bedrag ten opsigte van sodanige afwesigheid uitbetaal; voorts met dien verstande dat indien daar uit hoofde van 'n ooreenkoms tussen 'n werkgever en sy werknemers, of tussen 'n werkgever en 'n geregistreerde vakvereniging, in enige fabriek 'n siektebystand-fonds of voorsorgfonds bestaan of gestig kan word waaraan die werkgever ten opsigte van elkeen van sy werknemers minstens die bedrag bydra wat die werknemer betaal of moet betaal, en waaruit 'n werknemer ingeval van 'n tydperk of tydperke van afwesigheid van die werk weens siekte of ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is), altesame in 'n jaar geregtig is op minstens sy volle loon vir twee weke, onder omstandighede wat wesenlik vir die werknemer nie minder gunstig as hierdie bepaling is nie, hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „diens” deselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Indien 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag werk nie, moet sy werkgever hom vir daardie dag minstens sy dagloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of Kersdag werk moet sy werkgever hom, behoudens soos bepaal in klousule 5 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal plus 'n bedrag bereken teen 'n tarief van minstens sy gewone loon ten opsigte van die totale tydperk deur hom op so 'n dag gewerk: Met dien verstande dat waar daar van so 'n werknemer vereis of hy toegelaat word om minstens vier uur op so 'n dag te werk, hy geag moet word vier uur te gewerk het.

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

- (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
- (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon ten opsigte van die totale tydperk deur hom op so 'n Sondag gewerk, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(b) hom betaal teen 'n tarief van minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk deur hom op so 'n Sondag gewerk en hom binne sewe dae van dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op so 'n Sondag te werk, hy geag moet word vier uur te gewerk het.

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training undergone in that year, and employment 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 an employee who has, in terms of proviso (i) to sub-clause (2) of this clause been granted leave between the 15th of December and the ensuing 14th January, from the date on which such employee entered his employer's service or from the 15th of December preceding, whichever is the later;
- (iv) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

8. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, ten work day's sick leave 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 thereof not less than the wage he would have received had he worked during such period; provided that an employer may 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 as a condition precedent to the payment by him of any amount in respect of such absence; provided further that where in any factory there exists or may be established by virtue of an agreement between an employer and his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by each such employee and out of which fund an employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

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

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) If an employee does not work on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him not less than his daily wage for that day.

(2) Whenever an employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus an amount calculated at a rate not less than his ordinary wage in respect of the total period worked by him on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) *Compensation for Work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

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

(b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

10. GETALSVERHOUDING.

'n Werkgewer moet 'n gekwalifiseerde blindinghanger, 'n gekwalifiseerde snyer, 'n gekwalifiseerde algemene hulp, 'n gekwalifiseerde manlike masjienwerker en 'n gekwalifiseerde vroulike masjienwerker in diens hê voordat hy onderskeidelik 'n ongekwalifiseerde blindinghanger, 'n ongekwalifiseerde snyer, 'n ongekwalifiseerde algemene hulp, 'n ongekwalifiseerde manlike masjienwerker of 'n ongekwalifiseerde vroulike masjienwerker in diens mag neem, en hy mag nie meer as twee ongekwalifiseerde werknemers in engeen van hierdie klasse vir een gekwalifiseerde werknemer in dieselfde klas in diens neem nie; met dien verstande dat vir die toepassing van hierdie klousule—

- (i) 'n werkgewer wat voltyds of hoofsaaklik die werk van 'n blindinghanger of snyer doen, as gekwalifiseerde blindinghanger of snyer na gelang van die geval, beskou kan word;
- (ii) 'n ongekwalifiseerde werknemer in enige klas, wat minstens die loon ontvang wat by klousule 4 (1) vir 'n gekwalifiseerde werknemer van dieselfde klas voorgeskryf word, as 'n gekwalifiseerde werknemer in die betrokke klas beskou kan word.

11. STUKWERK OF TAAKWERK.

(1) Behoudens soos bepaal in klousule 5 (6), moet 'n werkgewer sy werknemer wat vir 'n tydperk stukwerk of taakwerk verrig, besoldig teen die skaal waarvoor die werkgewer en sy werknemer ooreengekom het; met dien verstande dat die werkgewer, afgesien van die hoeveelheid werk wat gedaan is, die werknemer minstens die volgende moet betaal, plus vyf persent—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin die werknemer stukwerk of taakwerk verrig, die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, plus enige bedrag wat aan dié werknemer kragtens klousules 6 (9) en 9 betaalbaar is.
 - (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop hy stukwerk of taakwerk verrig, die loon in klousule 4 (1) vir 'n los werknemer voorgeskryf, plus enige bedrag wat aan dié werknemer kragtens klousules 6 (9) en 9 betaalbaar is.
- (2) 'n Werkgewer moet 'n lys van die loonskale vir stukwerk of taakwerk genoem in subklousule (1), op 'n duidelik sigbare plek in sy fabriek vertoon hou, en hy kan nie die loonskale verminder nie, tensy hy sy werknemer minstens twee weke kennis van die voorgenome wysiging gegee het.

12. OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet die volgende kosteloos verskaf en in 'n goeie toestand hou;—

- (a) Twee oorpakke per jaar aan elke manlike masjienwerker, elke vroulike masjienwerker, elke trekker, elke algemene hulp en elke arbeider in sy diens;
- (b) ander oorpakke en/of beskermende klere wat hy sy werknemers verplig om te dra, of wat hy ingevolge 'n wet of regulasie aan hulle moet verskaf.

13. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer, moet 'n werkgewer by beëindiging van sy dienskontrak 'n dienssertifikaat aan hom uitreik wat die name van die werkgewer en die werknemer voluit, die aard van die diens, die datums van die aanvang en beëindiging van die kontrak en die loonskaal op die datum van beëindiging, vermeld.

15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur en daarna minstens een week kennis van beëindiging van diens gee, of 'n werkgewer kan die kontrak sonder opsegging beëindig deur die werknemer minstens die volgende te betaal:—

- (a) In die geval van diensopsegging van 24 uur, die weekloon wat die werknemer onmiddellik voor die beëindiging van die dienskontrak ontvang het, gedeel deur vyf;
 - (b) in die geval van diensopsegging van een week, minstens die weekloon wat die werknemer onmiddellik voor die beëindiging van die dienskontrak ontvang het;
- met dien verstande dat dit nie inbreuk op die onderstaande maak nie:—

- (i) 'n Werkgewer of werknemer se reg om 'n dienskontrak sonder opsegging te beëindig om 'n rede wat wetlik as voldoende beskou word;
 - (ii) 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir albei partye en vir langer as 'n week.
- (2) Indien 'n ooreenkoms ingevolge die tweede voorbehoud van subklousule (1) aangegaan is, moet die betaling in plaas van diensopsegging in verhouding wees tot die tydperk van diensopsegging soos ooreengekom.

10. PROPORTION OR RATIO.

An employer shall employ a qualified blindhanger, a qualified cutter, a qualified general assistant, a qualified male machinist and a qualified female machinist before he may employ an unqualified blindhanger, an unqualified cutter, an unqualified general assistant, an unqualified male machinist or an unqualified female machinist respectively, and he shall not employ more than two unqualified employees in any class specified in this clause for each qualified employee in such class employed by him; provided that for the purpose of this clause—

- (i) an employer who is wholly or mainly engaged in performing the work of a blindhanger or a cutter may be deemed to be a qualified blindhanger or cutter, as the case may be;
- (ii) an unqualified employee in any class receiving a wage not less than the wage prescribed in clause 4 (1) for a qualified employee in the same class may be deemed to be a qualified employee in such class.

11. PIECE-WORK OR TASK-WORK.

(1) Save as provided in clause 5 (6), an employer shall pay his employee employed on piece-work or task-work 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—

- (a) in the case of any employee other than a casual employee, in respect of each week in which piece-work or task-work is performed, the weekly wage prescribed in clause 4 (1) for an employee of his class plus any amount payable to such employee in terms of clauses 6 (9) and 9.
- (b) in the case of a casual employee, in respect of each day on which piece-work or task-work is performed the wage prescribed in clause 4 (1) for a casual employee;

plus five per cent plus any amount payable to such employee in terms of clauses 6 (9) and 9.

(2) An employer shall keep posted in a conspicuous place in his factory a schedule of the piece-work or task-work 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.

An employer shall supply and maintain in good condition free of charge—

- (a) to each male machinist, each female machinist, each puller, each general assistant and each labourer in his employ, two overalls per annum;
- (b) any other 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.

13. 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.

14. CERTIFICATE OF SERVICE.

At the request of an employee, other than a casual employee, 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.

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying the employee an amount equal to not less than—

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by five;
- (b) in the case of a week's notice not less than the weekly wage which the employee was receiving immediately before the date of such termination,

provided that this shall not affect—

- (i) the right of an employer or an 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 in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) Die diensopsegging bedoel in subklousule (1) word van krag op die dag waarop diens opgesê word; met dien verstande dat die tydperk van diensopsegging nie mag saamval met of dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met jaarlikse verlof ingevolge klousule (7), of siekteverlof ingevolge klousule 8, of enige tydperk van militêre opleiding nie.

16. VAKVERENIGINGLEDIGHEID.

In 'n inrigting waar minstens twee derdes van die totale getal werknemers, soos in die Wet omskryf, lede van die vakvereniging is, moet die werkgever by ontvangs van 'n getekende aftrekorder van 'n lid, elke week sy vakvereniginggeld van sy besoldiging aftrek en dit voor of op die 15de dag van die maand aan die sekretaris van die vakvereniging stuur by die adres wat op die aftrekorder aangegee word.

Op hede die 29ste dag van Augustus 1963, in Kaapstad onderteken.

H. W. KLERCK,
Voorsitter.
LIONEL C. BARRETT,
Behoorlik gemagtigde verteenwoordiger
(werkgevers).
J. MOSES,
Behoorlik gemagtigde verteenwoordiger
(werknemers).
C. W. SMITH,
Sekretaris.

Getuies:—

1. S. P. DE WIT.
2. P. A. DE WIT.

No. R. 57.] [10 Januarie 1964.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

SEILDOEK- EN TOUWERKNYWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Seildoek- en Touwerknywerheid, gepubliseer by Goewermentskennisgewing No. 56 van 10 Januarie 1964, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 58.] [10 Januarie 1964.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

SEILDOEK- EN TOUWERKNYWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Seildoek- en Touwerknywerheid wat by Goewermentskennisgewing No. 56 van 10 Januarie 1964 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

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

16. TRADE UNION SUBSCRIPTIONS.

In any establishment in which not less than two-thirds of the total number of employees as defined in the Act are members of the trade union, the employer shall, on receipt from an employee of a signed stop-order deduct from the remuneration of such employee, each week the amount of his contributions due to the trade union and transmit such moneys to the secretary of the union at the address set out in such stop-order, not later than the 15th day of each month.

Signed at Cape Town this 29th day of August, 1963.

H. W. KLERCK,
Chairman.
LIONEL C. BARRETT,
Duly Authorised Representative (Employers).
J. MOSES,
Duly Authorised Representative (Employees).
C. W. SMITH,
Secretary.

Witnesses:

1. S. P. DE WIT.
2. P. A. DE WIT.

No. R. 57.] [10 January 1964.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

CANVAS AND ROPEWORKING INDUSTRY, CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Canvas and Ropeworking Industry, published under Government Notice No. 56 of the 10th January, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

No. R. 58.] [10 January 1964.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

CANVAS AND ROPEWORKING INDUSTRY, CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Canvas and Ropeworking Industry, published under Government Notice No. 56 of the 10th January, 1964.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid. GOEWERMENTSKENNISGEWINGS.	BLADSY
R. 56.	Seildoek- en Touwerknywerheid, Kaap: Ooreenkoms	1
R. 57.	Wet op Fabriek, Masjinerie- en Bouwerk, 1941: Seildoek- en Touwerknywerheid, Kaap	10
R. 58.	Wet op Oorlogsmaatreëls, 1940: Seildoek- en Touwerknywerheid, Kaap	10

CONTENTS.

No.	Department of Labour. GOVERNMENT NOTICES.	PAGE
R. 56.	Canvas and Ropeworking Industry, Cape: Agreement	1
R. 57.	Factories, Machinery and Building Work Act, 1941: Canvas and Ropeworking Industry, Cape	10
R. 58.	War Measures Act, 1940: Canvas and Ropeworking Industry, Cape	10

GEOLOGIESE KAART VAN DIE UNIE

Skaal 1/1,000,000 (4 dele)

PRYS R2.00 per stel

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA en KAAPSTAD

GEOLOGICAL MAP OF THE UNION

Scale 1/1,000,000 (4 sheets)

PRICE R2.00 per set

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA and CAPE TOWN

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien $2\frac{1}{2}\%$ rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns $2\frac{1}{2}\%$ interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year.