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VAN DIE REPUBLIEK VAN SUID-AFRIKA



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[No. 2576.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.3863.]

[5th December, 1969.

INDUSTRIAL CONCILIATION ACT, 1956

CANVAS AND ROPEWORKING INDUSTRY (CAPE)

MAIN AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Canvas and Rope-working Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending on 31 December 1971, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organization or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 19, shall be binding from the second Monday after the date of publication of this notice and for the period ending on 31 December 1971, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Municipal Area of Cape Town; and

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.3863.]

[5 Desember 1969.

WET OP NYWERHEIDSVERSOENING, 1956

SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

HOOFOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, 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 op 31 Desember 1971 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 vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1971 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) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending on 31 December 1971, the provisions of the said Agreement, excluding those contained in clauses 1 (a) 2, 5 (6) (h), 16 and 19, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CANVAS AND ROPE WORKING INDUSTRY (CAPE)

AGREEMENT

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

S.A. Canvas and Ropeworkers' Union (Cape)

(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' organization"), of the other part, being parties to the Industrial Council for the Canvas and Ropeworking Industry (Cape).

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' organization 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 ending on the 31st December, 1971, 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) from the following materials:— cotton, flax, jute, waterproofed canvasses, cambrics (proofed and unproofed), cotton duck (all weights, proofed and unproofed), cotton canvasses, flax and flax/jute waterbag canvas, balloon cloth, sail cloth (cotton and synthetic), Holland blind materials, poplin fabrics, calico (bleached, unbleached and dyed), drill, twill, polished linen, P.V.C. plastic and all synthetic waterproof materials, cotton and synthetic base impregnated with rubber

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (h), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1971 eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, aangegaan deur

S.A. Canvas and Ropeworkers' Union (Cape)

(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 Nywerheidsraad vir die Seildoek- en Touwerknywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die munisipale gebied van Kaapstad deur alle lede van die werkgewersorganisasie wat by die Seildoek- en Touwerknywerheid betrokke is, asook 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 ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking vanaf die datum wat die Minister van Arbeid vasstel kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, en bly van krag vir 'n tydperk eindigende 31 Desember 1971 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

„blindhanger" 'n werknemer wat ontwerpe vir blindings en/of sonskerms afmerk en/of tekeninge daarvoor maak en/of koste daarvoor bereken en/of blindings en/of sonskerms meet en/of oprig en wat die rame van dié blindings en/of sonskerms mag maak en aanbring;

„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 met mekaar geassosieer is vir die vervaardiging van goedere (uitgesonderd klerasie, skoeisel, klapperhaarmatrasse en jutesakke) van die volgende materiale: katoen, vlas, jute, waterdigte seilsoorte, kamerdoeksoorte (waterdig al dan nie), katoenseildoek (alle gewigte, waterdig al dan nie), katoenseilsoorte, vlas- en vlas/jute-watersakseil, ballonstof, seilstof (katoen- en sintetiese), Hollandse blindingsstof, populienmateriale, kaliko (gebleik, ongebleik en gekleur), drill, keperstof, poleerlinne, pvc-plastiek en alle sintetiese waterdigte materiale, katoen- en sintetiese basis geïmpregneer met rubber of

or synthetic materials, synthetic materials including terylene, nylon, perlon, orlon and dacron, hessian, burlap, cotton and synthetic filter cloths, filter flannels, waxed weatherproof fabrics, bunting (wool, nylon and mixtures), cotton awning canvasses, fibreglass, Swansdown materials, coir and sisal matting, rubber sheeting, cotton and synthetic chair canvasses: Provided that the above definition shall not be construed to include—

(i) any of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular weight and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application singly or together of heat and/or pressure;

(ii) the manufacture from any natural or synthetic materials, or substances whatsoever, of:

(a) bags, travelling requisites, ladies' bags, shopping bags, ladies' and/or childrens' handbags, knitting bags, Native bags of the type commonly known as "Xhosa bags", wallets, purses, suitcases, trunks and all other containers (other than canvas rucksacks, canvas kitbags, canvas haversacks, canvas sampling bags, and canvas explosives bags) designed to hold personal effects, sporting-kit, tools, documents or money, and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned;

(b) harnesses, bridles, saddlery, saddlebags, leggings, wrist straps, braces belts, suspenders, garters and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned.

"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 labourers;

"cutter, qualified," means a cutter who has 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;

"daily wage" means the weekly wage prescribed in clause 4 (1) (a) for the respective classes of employees divided by 5.

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "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.

"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;

sintetiese materiale, sintetiese materiale, met inbegrip van terylene, nylon, perlon, orlon en dacron, goiing, sakgoed, katoen- en sintetiese filterstowwe, filterflanelle, wasbehandelde weerbestande materiale, vlagstof (wol, nylon en mengsels), katoensonskermseilsoorte, veselglas, swanedonsstowwe, klapperhaar- en sisalmatstowwe, rubberbedekking, katoen- en sintetiese stoelseilsoorte:

Met dien verstande dat bogenoemde omskrywing nie uitgelê moet word om die volgende in te sluit nie:

(i) Enigeen van die groep materiale wat uit 'n organiese stof met 'n groot molekulêre gewig bestaan of wat dit as 'n essensiële bestanddeel bevat en wat, alhoewel dit in die afgewerkte toestand solied is, in die een of ander stadium gedurende sy vervaardiging geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer, uitgepers of gevorm in verskillende fatsoene deur vloeiing, gewoonlik deur die aanwending, hetsy alleen of gesamentlik, van hitte en/of druk;

(ii) die vervaardiging uit natuurlike of sintetiese materiaal of stowwe, van welke aard ook al, van—

(a) sakke, reisbenodigdhede, damesakke, inkoopasakke, dames- en/of kinderhandsakke, breisakke, natuurelletasse van die tipe wat algemeen bekend staan as „Xhosasakke”, portefeuilles, beursies, reistasse, koffers en alle ander houers (uitgesonderd die volgende wat van seil gemaak is: Rugsakke, seemansakke, hawersakke, monsteremingsakke en plofstofsakke) wat ontwerp is om persoonlike eiendom, sportuitrusting, gereedskap, dokumente of geld en alle ander dergelike artikels te bevat, ongeag hul beskrywing maar wat ontwerp is as substitute vir enigeen van voornoemde artikels;

(b) tuie, tooms, saaltuig, saalsakke, kamaste, polsbande, kruisbande, gordels, kousophouers, kousbande en alle ander dergelike artikels, ongeag hul beskrywing maar wat ontwerp is as substitute vir enigeen van voornoemde artikels;

„los werknemer” 'n werknemer wat hoogstens twee dae per week by dieselfde werkgever in diens is;

„snyer” 'n werknemer, uitgesonderd 'n blindhanger, wat materiale afmerk, uitgesonderd met 'n patroon, volgens afmetings of spesifikasies wat aan hom verstrek of deur hom gemaak is, en wat daardie materiaal mag sny en oor arbeiders toesig mag hou;

„snyer, gekwalifiseer” 'n snyer met minstens vier jaar ondervinding;

„snyer, ongekwalifiseer” 'n snyer met minder as vier jaar ondervinding;

„dag” die tydperk van vier-en-twintig uur, bereken vanaf die tyd wat die werknemer begin werk;

„dagloon” die weekloon voorgeskryf in klousule 4 (1) (a) vir die onderskeie klasse werknemers, gedeel deur 5;

„motorvoertuigbestuurder” 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing sluit die uitdrukking „motorvoertuig bestuur” alle bestuursterke in asook alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy op sy pos moet bly, gereed om te bestuur;

„ondervinding”, met betrekking tot 'n snyer, blindhanger, algemene assistent en masjinis, die totale diensterke of -tydperke van so 'n werknemer onderskeidelik as snyer, blindhanger, algemene assistent of masjinis in die Seil- doek- en Touwerknywerheid;

„voorman” 'n werknemer wat aan die hoof staan van werknemers in 'n fabriek, wat beheer oor dié werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte doeltreffend vervul;

„algemene assistent” 'n werknemer wat een of meer van die volgende pligte vervul of een of meer van die volgende hoedanighede in diens is:

(a) Touwerk;

(b) splitslaswerk;

(c) tou-ogies en/of deurlyne en/of hakies en ogies en/of tuite aan watersakke vasstik;

(d) met die hand stik;

(e) seilstof aan blinding- of sonskermrame vasstik;

„algemene assistent, gekwalifiseer” 'n algemene assistent met minstens vier jaar ondervinding;

„algemene assistent, ongekwalifiseer” 'n algemene assistent met minder as vier jaar ondervinding;

"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) whipping ends of ropes;
- (31) covering metal supports or brackets for awnings;
- (32) closing bales, marking and wrapping packages;
- (33) filling batteries with distilled water;
- (34) sorting rags or waste material;
- (35) turning the handle of a hand operated machine;
- (36) folding, unrolling and laying out;
- (37) mending sacks by hand;
- (38) preparing articles for waterproofing by applying solution on such articles.

"Layer-up" means an employee engaged in laying up material preparatory to cutting and/or who sorts from the cut lay;

"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 three years' experience;

"machinist, female, unqualified," means a female machinist who has had less than three years' experience;

„arbeider" 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede in diens is:

- (1) Persele, diere, masjinerie, implemente, gereedskap, gerei, voertuie of ander artikels, met inbegrip van afgewerkte artikels, skoonmaak;
- (2) kampongs, latrines, stalle, buitegeboue en dergelike geboue en strukture witkalk;
- (3) op- en aflaai;
- (4) artikels dra, verskuif of op mekaar stapel; 'n voertuig stoot of trek;
- (5) vuurmaak of vure aan die gang hou en afval verwyder;
- (6) klip, klei of sand losmaak, uithaal, breek of strooi en slote en fondamente grawe of ander uitgrawingswerk verrig;
- (7) bome of plantegroei afsaag, vernietig of verwyder;
- (8) geboue of ander strukture sloop;
- (9) masjiene voer of daarvan afhaal; 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 'n skopgraaf, hark, vurf of kruiwa strooi;
- (11) deure, kiste, pakkette, bale of sakke oop- of toemaak; leë kartonhouers wat vir verpakking gebruik word, verseel of voorberei;
- (12) lewende hawe versorg of voertuie bewaak;
- (13) kiste, bale, sakke of ander houters, pakkette of artikels merk, brandmerk, sjabloneer of etikette daarop plak;
- (14) goedere op 'n gestelde skaal weeg;
- (15) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer;
- (16) kos kook of tee of dergelike drank maak;
- (17) masjinerie of voertuie, uitgesonderd motorvoertuie, olie en smeer;
- (18) tuinwerk verrig (d.w.s. onder toesig plant, spit, hark, gras sny, strooi, meng, nat lei);
- (19) artikels van dieselfde grootte en getal verpak in houters wat spesiaal gemaak is om sodanige artikels te bevat;
- (20) materiaal of vervaardigde artikels oprol;
- (21) afknipwerk doen;
- (22) toue insit, stringe knoop, spantoue knoop;
- (23) pale en tentkappe verf; hout vir tentpale beits;
- (24) ogies met die hand of 'n masjien inslaan, mits die posisie daarvan vooraf aangedui is;
- (25) metaalpuntjies met of sonder ogies en/of drukknopies op webuitrusting vasklamp;
- (26) draadhake in ventilasiepype en/of watersakhandvatsels insit; wasters insit;
- (27) seildoek verf, indoop, olie of borsel om dit waterdig te maak, seildoek finaal afwerk en/of stryk;
- (28) gate in mure of lateie onder toesig boor of slaan;
- (29) tou en web volgens vaste afmetings sny; rafels afsny;
- (30) ente van toue beset;
- (31) metaalstutte of -steune vir sonskerms oortrek;
- (32) bale toemaak, pakkette merk en toedraai;
- (33) batterye met gedistilleerde water vul;
- (34) lappe of afvalmateriaal sorteer;
- (35) die handvatsel van 'n handmasjien draai;
- (36) vou, uitrol en uitle;
- (37) sakke met die hand heelmaak;
- (38) artikels vir waterdigting voorberei deur rubberlym daaraan te smeer;

„laemaker" 'n werknemer wat materiaal in lae rangskik om gesny te word en/of wat dele uit die gesnyde lae sorteer;

„masjinis" 'n werknemer wat seilstof of ander materiale met 'n naaimasjien stik;

„masjinis, manlik, gekwalifiseer," 'n manlike masjinis met minstens drie en 'n half jaar ondervinding;

„masjinis, manlik, ongekwalifiseer," 'n manlike masjinis met minder as drie en 'n half jaar ondervinding;

„masjinis, vroulik, gekwalifiseer," 'n vroulike masjinis met minstens drie jaar ondervinding;

„masjinis, vroulik, ongekwalifiseer," 'n vroulike masjinis met minder as drie jaar ondervinding;

"packer" means an employee engaged in making up orders and/or packing goods for storage or despatch;

"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;

"Second New Year's Day" means the day immediately following the day on which New Year's Day falls in terms of the Public Holidays Act, provided that where in any year New Year's Day falls on a Saturday, Second New Year's Day shall be observed on the subsequent Monday;

"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;

"Storeman" means an employee who is in general charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch.

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles.

"wage" means the amount of money payable to an employee in respect of the ordinary hours of work laid down in clause 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. WAGES

(1) Subject to the provisions of clause 5 (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:

	Wages per week
	R
Foreman	25.52
Blindhanger, qualified	22.00
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	22.00
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
Driver of Motor Vehicle, the unladen weight of which:	
(a) Does not exceed 1,000 lbs.	9.00
(b) Exceeds 1,000 lbs. but not 6,000 lbs. ...	14.00
(c) Exceeds 6,000 lbs.	20.80
General Assistant, qualified	19.36
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

„verpakker" 'n werknemer wat bestellings opmaak en/of goedere vir opberging of versending verpak;

„stukwerk of taakwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid werk gedoen of die produksie gelewer;

„trekker" vir die toepassing van klousule 12, 'n arbeider wat masjiene voer en daarvan afneem;

„Tweede Nuwejaarsdag" die dag wat onmiddellik volg op die dag waarop Nuwejaarsdag val ooreenkomstig die Wet op Openbare Feesdae: Met dien verstande dat wanneer Nuwejaarsdag op 'n Saterdag val, Tweede Nuwejaarsdag op die daaropvolgende Maandag nagekom moet word;

„korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n handelslapte, 'n tekort aan grondstowwe of spoorwegtrekke, gure weer of 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende ineenstorting van geboue veroorsaak deur 'n ongeluk of 'n ander onvoorsiene noodgeval;

„pakhuisopsigter" 'n werknemer wat oor die algemeen beheer uitoefen oor voorrade inkomende goedere of afgewerkte of deels afgewerkte produkte en wat verantwoordelik is vir die ontvang, berg, verpak of uitpak van goedere in 'n pakhuis of die aflewering van goedere in 'n pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending;

„onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos vermeld op 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens bevoeg is om lisensies ten opsigte van motorvoertuie uit te reik;

„loon" die bedrag geld wat aan 'n werknemer betaalbaar is ten opsigte van die gewone werkeure voorgeskryf in klousule 6 (1) en (2): Met dien verstande dat indien 'n werknemer 'n werknemer gewoonlik 'n hoër loon ten opsigte van gewone werkeure betaal as dié voorgeskryf in klousule 4 (1), dit so 'n hoër bedrag beteken.

Wanneer 'n werknemer vir die toepassing van hierdie Ooreenkoms gekwalifiseer word, word hy geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE

(1) Behoudens die bepalings van klousule 5 (6), moet die volgende minimum weekloon aan ondergenoemde klasse werknemers betaal word:

(a) Werknemers, uitgesonderd los werknemers:

	Weekloon
	R
Voorman	25.52
Blindinghanger, gekwalifiseer	22.00
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	22.00
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
Bestuurder van 'n motorvoertuig met 'n onbelaste gewig van:	
(a) Hoogstens 1,000 lb.	9.00
(b) Meer as 1,000 lb. maar hoogstens 6,000 lb. ...	14.00
(c) Meer as 6,000 lb.	20.80
Algemene assistent, gekwalifiseer	19.36
Algemene assistent, 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

	Wages per week R
During the seventh six months of experience	15.05
During the eighth six months of experience	16.61
Layer-up	12.00
Machinist, male, qualified	16.28
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	14.08
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
During the sixth six months of experience	13.12
Packer	12.00
Storeman	18.00
Labourer under 18 years of age	8.36
Labourer over 18 years of age	10.12

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 therefore, work of another class for which either—

- a wage higher than that of his own class; or
- 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—

- 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;
- 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:

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

	Weekloon R
Gedurende sewende ses maande ondervinding	15.05
Gedurende agtste ses maande ondervinding	16.61
Laemaker	12.00
Masjinis, manlik, gekwalifiseer	16.28
Masjinis, 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
Masjinis, vroulik, gekwalifiseer	14.08
Masjinis, 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
Gedurende sesde ses maande ondervinding	13.12
Verpakker	12.00
Pakhuisopsigter	18.00
Arbeider onder die ouderdom van 18 jaar	8.36
Arbeider oor die ouderdom van 18 jaar	10.12

Met dien verstande dat 'n arbeider wat sanitêre emmers verwyder, leegmaak, skoon of vervang 25 sent per week betaal moet word benewens die weekloon voorgeskryf vir 'n arbeider.

(b) Los werknemer.—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 daar van die los werknemer vereis word om te verrig.

(2) Kontrakbasis.—Vir die toepassing van hierdie klousule, is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, wekkliks en behoudens die bepalings van subklousule (3) en klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) voorgeskryf word vir 'n werknemer van sy klas, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure voorgeskryf in klousule 6 (1) en (2) of minder gewerk het.

(3) Differensiële loon.—'n Werkgewer wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n arbeider, vereis of hom toelaat om langer as altesaam een uur op 'n dag, en 'n werkgewer wat van 'n arbeider vereis of hom toelaat of vir enige tydperk op 'n bepaalde dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te doen waarvoor of—

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat uitloop op 'n loon hoër as dié van sy eie klas;

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

- In die geval bedoel in paragraaf (a), 'n uurloon wat gelyk is aan die hoër weekloon gedeel deur die getal gewone ure wat so 'n werknemer in 'n week werk;
- in die geval bedoel in paragraaf (b), 'n uurloon wat gelyk is aan die weekloon in subklousule (1) voorgeskryf word vir 'n werknemer van sy klas, plus dertig persent, gedeel deur die getal gewone werkure van so 'n werknemer in 'n week; met dien verstande dat so 'n werknemer ten opsigte van die dag waarop hy dié werk verrig, nie geregtig is nie op 'n totale bedrag wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer in so 'n hoër klas verskuldig sou wees teen 'n loonskaal wat vir hom in klousule 4 (1) voorgeskryf word: Met dien verstande dat waar die enigste verskil tussen klasse ooreenkomstig subklousule (1) op ondervinding, geslag of ouderdom gebaseer is, die bepalings van hierdie subklousule nie van toepassing is nie.

(4) Fietstoelae.—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets te gebruik vir die uitvoering van sy pligte, moet hom die volgende betaal:

- In die geval van 'n werknemer, uitgesonderd 'n los werknemer, minstens vyf-en-twintig sent per week;
- in die geval van 'n los werknemer, minstens vyf sent per dag;

benewens die loon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas.

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

5. PAYMENT OF REMUNERATION

(1) Employees Other than Casual Employees.—Save as provided in clause 7 (3), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, 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 Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- 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;
- deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- 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, Christmas Day, Boxing Day, Second New Year's Day or, in 1971, Republic Day on which the employee at his own request is permitted not to work;
- when an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, 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

- deductions for Council Funds in terms of Clause 18 hereof;

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

5. BETALING VAN BESOLDIGING

(1) Werknemers, uitgesonderd los werknemers.—Behoudens die bepalings van klousule 7 (3), moet alle bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant betaal word of, met die goedkeuring van die werknemer, maandeliks in kontant of per tjek betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting sover dié werknemer aangaan, of by diensbeëindiging indien dit voor die gewone betaaldag geskied, en dié bedrag moet in 'n koevert of houer wees waarop die volgende vermeld moet word of wat vergesel moet gaan van 'n staat wat die volgende toon:

- Die werkgewer se naam;
- die werknemer se naam of betaalstaatsnommer en beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal oortydure wat die werknemer gewerk het;
- die werknemer se loon;
- besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- besonderhede van alle bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal is; en
- die tydperk ten opsigte waarvan die betaling geskied;

en so 'n koevert of houer waarop hierdie besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

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

(3) Premies.—Geen bedrag, hetsy regstreeks of onregstreeks, mag aan 'n werkgewer betaal of deur hom ontvang word ten opsigte van die indiensneming op opleiding van 'n werknemer nie.

(4) Koop van goedere.—'n Werkgewer mag nie van sy werknemer vereis om enigiets van hom of van 'n winkel of persoon wat deur hom aangewys is, te koop nie.

(5) Losies.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om by hom of by enigiemand van 'n plek aanwys deur hom, te eet en/of in te woon nie.

(6) Boetes en aftrekkings.—'n Werkgewer mag sy werknemer geen boetes oplê of bedrae van sy werknemers se besoldiging aftrek nie, uitgesonderd die volgende:

- Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie-, sieke-, versekerings-, spaar-, voorsorg of pensioenfondse: Met dien verstande dat in die geval van 'n aftrekking vir sieke of voorsorgfondse ingevolge die tweede voorbehoudsbepaling van klousule 8 (1), die skriftelike toestemming van die werknemer nie verkry hoef te word nie;
- behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk af bly, anders as op las of versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die weekloon wat die werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het;
- die aftrekking van 'n bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;
- die aftrekking van 'n bedrag gelyk aan sy dagloon ten opsigte van 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goë Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag, Tweede Nuwejaarsdag of Republiekdag 1971, waarop 'n werknemer op eie versoek toegelaat word om nie te werk nie;
- waar 'n werknemer ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, instem of daar van hom vereis word om kos en/of inwoning van sy werkgewer te aanvaar, 'n aftrekking van hoogstens die volgende bedrae:

	Per week	Per maand
	R c	R c
Kos	0.40	1.73
Inwoning	0.20	0.87
Kos en inwoning	0.60	2.60

- aftrekkings vir die Raad se fondse ingevolge klousule 18 hiervan;

(g) 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;

(h) with the written consent of his employee, deductions for contributions to the funds of the 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:

- (a) Forty-four in any week from Monday to Friday, inclusive;
- (b) 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—

- (a) 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;
- (b) 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 overtime for more than two hours on any day;
- (c) to work overtime on 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 twenty-five cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(g) wanneer die gewone werkure voorgeskryf in klousule 6 verminder word weens korttyd, 'n aftrekking ten opsigte van elke uur van dié vermindering van die werknemer se weekloon gedeel deur die getal gewone werkure van so 'n werknemer in 'n week: Met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd weens 'n tydelike handel-slapte of 'n tekort aan grondstowwe of spoorwegtrokke, tensy die werkgewer sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd weens gure weer of 'n algemene onklaarraking van installasies of masjinerie of 'n dreigende ineenstorting van geboue weens 'n ongeluk of ander onvoorsiene noodtoestand ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie;

(h) met die skriftelike toestemming van sy werknemer, aftrekkings vir bydraes tot die fondse van die vakvereniging.

6. GEWONE WERKURE, OORTYD EN OORTYDBETALING

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

- (a) Vier-en-veertig in 'n week van Maandag tot en met Vrydag;
- (b) agt uur agt-en-veertig minute op 'n bepaalde dag.

(2) Die gewone werkure van 'n los werknemer mag nie agt uur agt-en-veertig minute op 'n bepaalde dag te bowe gaan nie.

(3) Etenspouses.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as vyf uur lank ononderbroke te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie, en so 'n pouse word nie geag deel uit te maak van die gewone werkure of oortyd nie: Met dien verstande dat—

- (a) as so 'n pouse langer as een uur duur, 'n tydperk van meer as een en 'n kwart uur geag word gewone werkure te wees;
- (b) werktydperke onderbreek deur 'n pouse van minder as een uur geag word ononderbroke te wees.

(4) Ruspouses.—'n werkgewer moet aan elkeen van sy werknemers 'n ruspouse toestaan van minstens tien minute so na as moontlik—

- (a) aan die middel van elke eerste werktydperk op 'n dag; en
- (b) aan die middel van elke tweede werktydperk op 'n dag; waarin daar nie van 'n werknemer vereis mag word of hy nie toegelaat mag word om werk te verrig nie, en dié pouse geag deel van die gewone werkure uit te maak.

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

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

(7) Bepierking van oortyd.—'n werkgewer mag nie van sy werknemer vereis of hom toelaat om meer oortyd te werk nie as—

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

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

- (a) tussen 6 nm. en 6 vm. te werk nie;
- (b) meer as twee uur oortyd per dag te werk nie;
- (c) meer as drie agtereenvolgende dae oortyd te werk nie;
- (d) meer as sestig dae in 'n bepaalde jaar oortyd te werk nie;
- (e) oortyd te werk na voltooiing van haar gewone werkure vir meer as een uur per dag nie, tensy hy—

- (i) voor middag aan so 'n werknemer kennis daarvan gegee het; of
- (ii) 'n toereikende maaltyd aan so 'n werknemer verskaf het voor die begin van dié oortyd; of
- (iii) so 'n werknemer vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry voor dié oortyd begin.

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

- (a) 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;
- (b) 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 other than a casual 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—

- (a) 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 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 December and if the Day of the Covenant, Christmas Day, Boxing Day, New Year's Day or Second 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;
- (b) 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 undergone in terms of the Defence Act, 1957;
- (c) if New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day, Boxing Day, Second New Year's Day or, in 1971, Republic Day, fall 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;
- (d) 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 of 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 employer who has become entitled to a period of leave in terms of such-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—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 8;

(9) Oortydbetaling.—'n Werkgewer moet 'n werknemer wat oortyd werk, teen minstens die volgende loonskaal betaal—

- (a) in die geval van 'n los werknemer, een en een-derde keer sy gewone loon ten opsigte van die totale tydperk wat so 'n werknemer aldus op 'n bepaalde dag gewerk het;
- (b) in die geval van 'n ander werknemer, een en een-derde keer sy gewone loon ten opsigte van die totale tydperk wat die werknemer aldus in 'n bepaalde week gewerk het.

(10) Voorbehoude.—Die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n manlike werknemer wat werk verrig wat noodsaaklik gemaak is deur die onklaarraking van installasies of masjinerie of 'n ander onvoorsiene noodgeval.

7. JAARLIKSE VERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide jaar diens by hom twee weke plus drie werkdag aaneenlopende verlof met volle besoldiging toestaan.

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

- (a) as dié verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die diensjaar waarop dit betrekking het; en voorts dat 'n werkgewer onderling met sy werknemers mag ooreenkom om genoemde verlof tussen 15 Desember in 'n bepaalde jaar en die daaropvolgende 14de Januarie aan al sy werknemers toe te staan. In dié geval moet elke werknemer wat nie 'n ononderbroke diens tyd van twaalf maande op 15 Desember voltooi het nie, besoldig word vir elke volle maand tot 15 Desember met minstens een-vyfde van die weekloon wat hy onmiddellik voor genoemde 15 Desember ontvang het, en indien Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag of Tweede Nuwejaarsdag binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse vakansie-tydperk gesluit is, moet nog 'n dag in plaas van elke sodanige dag gevoeg word by genoemde tydperk as 'n verdere verloftydperk met volle besoldiging;
- (b) die verloftydperk nie mag saamval nie met siekteverlof toegestaan kragtens klousule 8 of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 'n tydperk van militêre opleiding wat ingevolge die Verdedigingswet, 1957, ondergaan word;
- (c) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag, Tweede Nuwejaarsdag of Republiekdag 1971 binne die verloftydperk val, moet nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg word as 'n verdere verloftydperk en die werknemer moet 'n bedrag betaal word wat minstens gelyk is aan sy dagloon ten opsigte van elke sodanige dag wat bygevoeg word;
- (d) 'n werkgewer mag elke dag geleentheidsverlof met volle besoldiging wat aan sy werknemers toegestaan word op dié werknemers se skriftelike versoek gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, aftrek van dié verloftydperk.

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

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende diensjaar by dieselfde werkgewer beëindig word voordat die verloftydperk bedoel in subklousule (1) hom toeval, moet, behoudens die vierde voorbehoudbepaling van subklousule (2), by sodanige diensbeëindiging in plaas van die verlof ten opsigte van elke voltooide maand van dié tydperk van minder as een jaar, betaal word teen minstens een-vyfde van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging.

(5) 'n Werknemer wat kragtens subklousule (1) op 'n verloftydperk geregtig geword het en wie se dienskontrak beëindig word voor dié verlof toegestaan word, moet by diensbeëindiging die bedrae bedoel in subklousules (1) en (4) ten opsigte van verlof betaal word.

(6) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag 'n tydperk in te sluit ten opsigte waarvan 'n werkgewer, ingevolge klousule 15, 'n werknemer betaal in plaas van kennisgewing, asook 'n tydperk of tydperke waarin 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) met siekteverlof kragtens klousule 8;

- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training in terms of the Defence Act, 1957,

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 (a) 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 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 other than a casual 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 covering more than two consecutive days 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 employers 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 purpose of this clause, the expression employment shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) If an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day, Boxing Day, Second New Year's Day or, in 1971, Republic Day, his employer shall pay him not less than his daily wage for that day.

(2) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day, Boxing Day, Second New Year's Day or, in 1971, Republic 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.

- (c) op las of versoek van sy werkgever;
- (d) terwyl hy militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957;

wat altesaam in 'n bepaalde jaar hoogstens 10 weke beloop ten opsigte van items (a), (b) en (c), plus tot vier maande van 'n 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, kragtens 'n wet, op verlof geregtig geword het vanaf die datum waarop so 'n werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum van inwerking-treding van hierdie Ooreenkoms en op wie 'n wet wat vir jaarlikse verlof voorsiening maak, van toepassing is, maar wat nog nie daarkragtens op verlof geregtig geword het nie, vanaf die datum waarop dié diens begin;
- (iii) in die geval van 'n werknemer wat kragtens voorbehoudsbepaling (a) van subklousule (2) van hierdie klousule verlof toegestaan is tussen 15 Desember en die daaropvolgende 14de Januarie, vanaf die datum waarop so 'n werknemer by sy werkgever in diens getree het of vanaf die voorafgaande 15de Desember, nl. die jongste datum;
- (iv) in die geval van enige ander werknemer, vanaf die datum waarop so 'n werknemer by sy werkgever in diens getree het of vanaf die datum waarop hierdie Ooreenkoms in werking tree, nl. die jongste datum.

8. SIEKTEVERLOF

(1) 'n Werkgever moet aan 'n werknemer, uitgesonderd 'n los werknemer, wat reeds 'n maand lank by hom gewerk het en wat van die werk af bly weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesaam tien werkdag se siekverlof toestaan gedurende 'n bepaalde jaar diens by hom en moet hom ten opsigte van dié tydperk van afwesigheid minstens die loon betaal wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat 'n werkgever mag vereis dat hy 'n sertifikaat toon wat deur 'n geregistreerde mediese praktisyn geteken is, wat die aard en duur van die werknemer se siekte toon ten opsigte van elke tydperk van afwesigheid van meer as twee agtereenvolgende dae waarvoor betaling geëis word, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag ten opsigte van sodanige afwesigheid: Voorts met dien verstande dat waar daar ooreenkomstig 'n ooreenkoms tussen 'n werkgever en sy werknemers, of 'n werkgever en 'n geregistreerde vakvereniging, in 'n fabriek 'n siektebystandfonds of voorsorgfonds bestaan of ingestel 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 in geval van 'n tydperk of tydperke van afwesigheid van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is) altesaam in 'n jaar geregtig is op minstens sy volle loon vir twee weke ten opsigte van sodanige afwesigheid of afwesighede in omstandighede wat wesenlik nie minder gunstig vir die werknemer as hierdie bepaling is nie, hierdie klousule nie van toepassing is nie.

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

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) As 'n werknemer, uitgesonderd 'n los werknemer, nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Tweede Kersdag, Tweede Nuwejaarsdag of Republiekdag 1971 werk nie, moet sy werknemer hom minstens sy dagloon vir daardie dag betaal.

(2) As 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag, Tweede Kersdag, Tweede Nuwejaarsdag of Republiekdag 1971 werk, moet sy werkgever hom, behoudens die bepaling van klousule 5 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus 'n bedrag wat minstens gelyk is aan sy gewone loon ten opsigte van die totale tydperk wat hy op so 'n dag werk: Met dien verstande dat waar daar van so 'n werknemer vereis of hy toegelaat word om minder as vier uur lank op so 'n dag te werk, hy geag word vier uur lank te gewerk het.

(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. 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—

- (a) 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;
- (b) 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 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.

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

(a) die werknemer—

- (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
- (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op so 'n Sondag gegrootste bedrag; of werk het, of minstens dubbel sy dagloon, nl. die

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

10. GETALSVERRHOUDING

'n Werkgever moet 'n gekwalifiseerde blindinghanger, 'n gekwalifiseerde snyer, 'n gekwalifiseerde algemene assistent, 'n gekwalifiseerde manlike masjienis en 'n gekwalifiseerde vroulike masjienis in diens hê voordat hy onderskeidelik 'n ongekwalifiseerde blindinghanger, 'n ongekwalifiseerde snyer, 'n ongekwalifiseerde algemene assistent, 'n ongekwalifiseerde manlike masjienis of 'n ongekwalifiseerde vroulike masjienis in diens mag neem, en hy mag hoogstens twee ongekwalifiseerde werknemers in 'n klas in hierdie klousule gespesifiseer, in diens neem vir elke gekwalifiseerde werknemer in dié klas wat hy in diens het: Met dien verstande dat vir die toepassing van hierdie klousule—

- (a) 'n werkgever wat hoofsaaklik of uitsluitlik die werk van 'n blindinghanger of snyer verrig, geag mag word 'n gekwalifiseerde blindinghanger of snyer te wees, na gelang van die geval;
- (b) 'n ongekwalifiseerde werknemer in 'n klas wat 'n loon ontvang wat nie minder is nie as die loon in klousule 4 (1) voorgeskryf vir 'n gekwalifiseerde werknemer in dieselfde klas, geag mag word 'n gekwalifiseerde werknemer in dié klas te wees.

11. STUKWERK OF TAAKWERK

(1) Behoudens die bepalings van klousule 5 (6), moet 'n werkgever sy werknemer wat vir 'n tydperk stukwerk of taakwerk doen, betaal teen die loonskaal waarop die werkgever en sy werknemer ooreengekom het: Met dien verstande dat die werkgever, afgesien van die hoeveelheid werk gedoen of produksie gelewer, so 'n werknemer minstens die volgende moet betaal—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk of taakwerk verrig word, die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas plus 'n bedrag aan so 'n werknemer betaalbaar ingevolge klousules 6 (9) en 9;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk of taakwerk verrig word, die loon in klousule 4 (1) voorgeskryf vir 'n los werknemer, plus 'n bedrag betaalbaar aan so 'n werknemer ingevolge klousules 6 (9) en 9.

(2) 'n Werkgever moet 'n lys van loonskale vir stukwerk of taakwerk soos bedoel in subklousule (1) op 'n opvallende plek in sy fabriek opgeplak hou, en mag nie dié loonskale verminder nie, tensy hy sy werknemers minstens twee weke kennis van die voorgenome verandering gegee het.

12. OORPAKKE EN BESKERMENDE KLERE

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

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

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

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

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 a 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 or employee may terminate the contract of employment without notice by paying the employee or paying or forfeiting to the employer, as the case may be, 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 recognized 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 that prescribed in this clause.
- (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) 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 undergone in terms of the Defence Act, 1957.

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.

17. EXEMPTIONS

(1) The Council may for any good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-clause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

14. DIENSSERTIFIKAAT

Op versoek van 'n werknemer, uitgesonderd 'n los werknemer moet 'n werkgever by die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, aar so 'n werknemer 'n dienssertifikaat verskaf wat die volgende toon: Die volle name van die werkgever en werknemer, die aard van die werk, die datums waarop die kontrak aangegaan er beëindig is en die loonskaal op die datum van sodanige beëindiging.

15. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste maand diens minstens vier-en-twintig uur kennis en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgever of werknemer mag die dienskontrak sonder kennisgewing beëindig deur die werknemer die volgende bedrag te betaal of aan die werkgever die volgende bedrag te betaal of te verbeur, na gelang van die geval—

- (a) in die geval van vier-en-twintig uur kennis, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur vyf;
- (b) in die geval van 'n week kennis, minstens die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang:

Met dien verstande dat dit nie die volgende mag raak nie—

- (i) die reg van 'n werkgever of werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye en wat langer is as dié voorgeskryf in hierdie klousule.

(2) Wanneer 'n ooreenkoms aangegaan is kragtens die tweede voorbehoudbepaling van subklousule (1), moet die betaling in plaas van kennisgewing in verhouding wees tot die kennisgewingtydperk waarop besluit is.

(3) Die kennisgewing bedoel in subklousule (1) tree in werking vanaf die dag waarop dit gegee word: Met dien verstande dat die kennisgewingtydperk nie mag saamval nie met, of dat kennis nie gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7 of siekteverlof kragtens klousule 8 of 'n tydperk van militêre opleiding wat ingevolge die Verdedigingswet, 1957, ondergaan word.

16. LEDEGELD VIR VAKVERENIGING

In 'n bedryfsinrigting waarin minstens twee-derdes van die totale getal werknemers, soos omskryf in die Wet, lede van die Vakvereniging is, moet die werkgever, wanneer hy 'n getekende aftrekorder van 'n werknemer ontvang, elke week van die besoldiging van so 'n werknemer die bedrag aftrek van sy ledegeld wat aan die Vakvereniging verskuldig is en dié geld voor of op die vyftiende dag van elke maand aan die Sekretaris van die Vakvereniging stuur aan die adres wat op so 'n aftrekorder verskyn.

17. VRYSTELLINGS

(1) Die Raad mag om 'n regsgeldige rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waarin dié vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goed dink, na een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling kragtens die bepalings van hierdie klousule verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en die volgende meld—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan hy vrygestel word;
- (c) die voorwaardes, vasgestel ooreenkomstig die bepalings van subklousule (2) van hierdie klousule, waarop dié vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) The Secretary of the Council shall—

- (a) retain a copy of each licence issued; and
- (b) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this clause.

18. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

On the first day after this Agreement comes into operation and on each pay day thereafter 2 cents shall be deducted by each employer from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement. The total amount so deducted, together with an equal amount which shall be contributed by the employer, together with a return in the form of Annexure A to this Agreement, shall be forwarded by the latter to the Secretary of the Council month by month not later than the 7th of the following month.

19. AGENTS

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for the purpose.

20. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

Signed at Cape Town on behalf of the Parties on this 27th day of January 1969.

LIONEL C. BARRETT,
Chairman of the Council.

J. S. ALLAN,
Vice-Chairman of the Council.

A. A. DAVIS,
Secretary of the Council.

(4) Die Sekretaris van die Raad moet—

- (a) 'n kopie van elke sertifikaat wat uitgereik word, behou; en
- (b) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat kragtens hierdie klousule nakom.

18. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadminestreer word deur die Raad, moet op die volgende wyse verkry word:

Op die eerste dag na die datum waarop hierdie Ooreenkoms in werking tree en op elke betaaldag daarna, moet elke werkgewer 2 sent van die loon van elk van sy werknemers aftrek vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, tesame met 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms, moet elke maand voor of op die 7de van die volgende maand deur die werkgewer aan die Sekretaris van die Raad gestuur word.

19. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en die persone te ondervra wat vir hierdie doel nodig mag wees.

20. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms, in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet, in sy bedryfsinrigting vertoon op 'n plek wat vir sy werknemers geradelik toeganklik is.

Namens die partye op hede die 27ste dag van Januarie 1969 te Kaapstad onderteken.

LIONEL C. BARRETT
Voorsitter van die Raad.

J. S. ALLAN
Ondervoorsitter van die Raad.

A. A. DAVIS
Sekretaris van die Raad.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE CANVAS &
ROPEWORKING INDUSTRY (CAPE)

..... 19.....

To: The Secretary,
Industrial Council for the Canvas
& Ropeworking Industry (Cape),
P.O. Box 1536,
Cape Town.

Dear Sir,

Enclosed is the sum of R..... representing contributions
in terms of clause 18 of the Canvas & Ropeworking Agreement.

Name of firm

Address

RETURN OF EMPLOYEES

Number	Date
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending
.....	for week ending
TOTAL NUMBER	employees at 2 cents per week for weeks R
	Add employer's contribution of 2 cents per week per employee R
	R

To be forwarded to the Secretary of the Council
not later than the 7th of each month.

No. R.3864.] [5th December, 1969.

Factories, Machinery and Building
Work Act, 1941

CANVAS AND ROPEWORKING INDUSTRY (CAPE)

I, MARAIS VILJOEN, Minister of Labour, hereby in terms
of section 22 (1) of the Factories, Machinery and Building
Work Act, 1941, declare the provisions of the Agreement
and notice relating to the Canvas and Ropeworking Indus-
try (Cape), published under Government Notice R.3863
of 5th December, 1969, to be, on the whole, not less
favourable to the employees whose hours of work and
remuneration in respect of overtime, public holidays and
work on Sundays and public holidays are regulated there-
by, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE SEILDOEK- EN
TOUWERKNYWERHEID (KAAP)

..... 19.....

Aan: Die Sekretaris,
Nywerheidsraad vir die Seildoek-
en Touwerknwywerheid (Kaap),
Posbus 1536,
Kaapstad.

Geagte Meneer,

Hierby ingesluit is die bedrag van R..... wat bydraes
ingevoelge klousule 18 van die Seildoek- en Touwerkkoorenkoms
verteenwoordig.

Naam van firma

Adres

OPGAWE VAN WERKNEMERS

Getal	Datum
.....	vir week eindigende
.....	vir week eindigende
.....	vir week eindigende
.....	vir week eindigende
.....	vir week eindigende
TOTALE GETAL	werknemers teen 2 sent per week vir weke R
	Voeg by werkgever se bydrae van 2 sent per week per werknemer ... R
	R

Moet voor of op die 7de van elke maand aan
die Sekretaris van die Raad gestuur word.

No. R.3864.] [5 Desember 1969.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar
hierby kragtens artikel 22 (1) van die Wet op Fabriek-
Masjinerie en Bouwerk, 1941, dat die bepalings van die
Ooreenkoms en kennisgewing in verband met die Seildoek-
en Touwerknwywerheid (Kaap), gepubliseer by Goewer-
mentskennisgewing R.3863 van 5 Desember 1969, oor die
algemeen vir werknemers wie se werkure en besoldiging
ten opsigte van oortyd, openbare feesdae en werk op Son-
dae en openbare feesdae daarby gereël word, nie minder
gunstig is nie as die desbetreffende bepalings van ge-
noemde Wet.

M. VILJOEN,
Minister van Arbeid.

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