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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2261

17 November 1978

INDUSTRIAL CONCILIATION ACT, 1956

**CANVAS GOODS INDUSTRY, WITWATERS-
RAND AND PRETORIA**

I, Stephanus Petrus Botha, Minister of Labour,
hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Canvas Goods Industry, shall be binding, with effect from the Second Monday after the date of publication of this notice and for the period ending 18 October 1981, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (4) (e), 15, 17, 18 and 24, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 18 October 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 18 October 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (4) (e), 15, 17, 18 and 24, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

4108—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2261

17 November 1978

WET OP NYWERHEIDSVERSOENING, 1956

**SEILWARENYWERHEID, WITWATERSRAND
EN PRETORIA**

Ek, Stephanus Petrus Botha, Minister van Arbeid,
verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Seilwarenywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 18 Oktober 1981 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 (1) (a), 2, 6 (4) (e), 15, 17, 18 en 24, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 18 Oktober 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 6 (4) (e), 15, 17, 18 en 24, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 18 Oktober 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6221—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CANVAS GOODS
INDUSTRY, WITWATERSRAND AND PRETORIA

AGREEMENT

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

Transvaal Canvas Goods Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Canvas and Ropeworkers' Union

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

being the parties to the Industrial Council for the Canvas Goods Industry, Witwatersrand and Pretoria.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Canvas Goods Industry—

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

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg [excluding that portion which, prior to 6 November 1964 (Government Notice 1779 of 6 November 1964), fell within the Magisterial District of Heidelberg], Brakpan [excluding those portions which, prior to 25 July 1930, 6 November 1964, 1 April 1966 and 1 July 1972 (Proclamation 149 of 25 July 1930 and Government Notices 1779 of 6 November 1964, 498 of 1 April 1966 and 871 of 26 May 1972, respectively), fell within the Magisterial Districts of Heidelberg and Nigel, but including that portion of the Magisterial District of Heidelberg which, prior to 27 November 1970 (Government Notice 2095 of 27 November 1970), fell within the Magisterial District of Brakpan], Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp [including those portions of the Magisterial districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972 (Government Notices 1105 of 26 July 1963 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Pretoria [including those portions of the Magisterial Districts of Groblersdal, Cullinan and Brits which prior to 28 November 1941, 30 May 1968 and 1 June 1972 (Proclamation 225 of 28 November 1941 and Government Notices 970 of 30 May 1968 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Pretoria, but excluding the farm Geelbeksvley 345], Randburg, Randfontein [excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 and Rietfontein 48, but including those portions of the Magisterial Districts of Oberholzer and Koster which, prior to 14 August 1953 and 26 July 1963 (Government Notices 1718 of 14 August 1953 and 1105 of 26 July 1963, respectively), fell within the Magisterial District of Randfontein], Roodepoort, Springs and Westonaria [excluding that portion which, prior to 1 October 1966 (Government Notice 1476 of 30 September 1966), fell within the Magisterial District of Vanderbijlpark].

(2) Notwithstanding the provisions of subclause (1), 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 on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for a period of three years, or such period as may be determined by him.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females. Further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"blindhanger" means an employee who supervises the operation of putting up blinds or awnings and who is engaged in cutting to design or pattern, marking out designs for, and/or

BYLAWE

NYWERHEIDSRAAD VIR DIE SEILWARENYWERHEID,
WITWATERSRAND EN PRETORIA

OOREENKOMS

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

Transvaal Canvas Goods Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

South African Canvas and Ropeworkers' Union

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

wat die partye is by die Nywerheidsraad vir die Seilwarenywerheid, Witwatersrand en Pretoria.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Seilwarenywerheid nagekom word—

(a) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging;

(b) in die landdrosdistrikte Alberton, Benoni, Boksburg [uitgesonderd daardie gedeelte wat voor 6 November 1964 (Goewermentskennisgewing 1779 van 6 November 1964) binne die landdrosdistrik Heidelberg geval het], Brakpan [uitgesonderd daardie gedeeltes wat voor 25 Julie 1930, 6 November 1964, 1 April 1966 en 1 Julie 1972 (onderskeidelik Proklamasie 149 van 25 Julie 1930 en Goewermentskennisgewings 1779 van 6 November 1964, 498 van 1 April 1966 en 871 van 26 Mei 1972) binne die landdrosdistrikte Heidelberg en Nigel geval het, maar met inbegrip van daardie gedeelte van die landdrosdistrik Heidelberg wat voor 27 November 1970 (Goewermentskennisgewing 2095 van 27 November 1970) binne die landdrosdistrik Brakpan geval het], Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp [met inbegrip van daardie gedeeltes van die landdrosdistrikte Koster en Brits wat voor 26 Julie 1963 en 1 Junie 1972 (onderskeidelik Goewermentskennisgewings 1105 van 26 Julie 1963 en 872 van 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Pretoria [met inbegrip van daardie gedeeltes van die landdrosdistrikte Groblersdal, Cullinan en Brits wat voor 28 November 1941, 30 Mei 1968 en 1 Junie 1972 (onderskeidelik Proklamasie 225 van 28 November 1941 en Goewermentskennisgewings 970 van 30 Mei 1968 en 872 van 26 Mei 1972) binne die landdrosdistrik Pretoria geval het, maar uitgesonderd die plaas Geelbeksvley 345], Randburg, Randfontein [uitgesonderd die plaas Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 en Rietfontein 48, maar met inbegrip van daardie gedeeltes van die landdrosdistrikte Oberholzer en Koster wat voor 14 Augustus 1953 en 26 Julie 1963 (onderskeidelik Goewermentskennisgewings 1718 van 14 Augustus 1953 en 1105 van 26 Julie 1963) binne die landdrosdistrik Randfontein geval het], Roodepoort, Springs en Westonaria [uitgesonderd daardie gedeelte wat voor 1 Oktober 1966 (Goewermentskennisgewing 1476 van 30 September 1966) binne die landdrosdistrik Vanderbijlpark geval het].

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel, en bly van krag vir 'n tydperk van drie jaar, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vroue in. Voorts, tensy strydig met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"blindhanger" 'n werknemer wat toesig hou oor die aanbring van blindings of sonskerms en wat blindings en/of sonskerms volgens ontwerp of patroon uitsny, ontwerp vir

drawing plans for, and/or estimating costs of, and/or measuring and/or erecting blinds and/or awnings and who may fix the frames of such blinds and/or awnings;

"Council" means the Industrial Council for the Canvas Goods Industry, Witwatersrand and Pretoria, registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Act;

"Canvas Goods Industry" or "Industry" for the purposes of this Agreement means, without in any way limiting the ordinary interpretation of the term, the Industry relating to the making up of goods (other than mattresses of coir and bags of jute) of canvas and/or of coir, including coir matting, and/or jute, including jute cloths;

"chopper-out" means an employee who cuts out material according to templet or marks by hand or machine;

"chopper-out, qualified," means a chopper-out who has had not less than one and a half years' experience;

"chopper-out, unqualified," means a chopper-out who has had less than one and a half years' experience;

"cutter" means an employee, other than a blindhanger, who marks out material other than by means of a templet, according to measurements or specifications supplied to or made by him and who may cut such material and supervise choppers-out and/or labourers;

"cutter, qualified," means a cutter who has had not less than two and a half years' experience;

"cutter, learner," means a cutter who has had less than two and a half years' experience;

"daily wage" means the weekly wage divided by the number of hours ordinarily worked per week and multiplied by the number of hours ordinarily worked per day in an establishment;

"driver (staff)" means an employee who drives a passenger motor vehicle for the convenience of staff, management and workmen exclusive of the conveyance of any materials and equipment of any establishment;

"driver (deliveries)" means an employee who drives a motor vehicle for the conveyance, delivery and/or distribution of goods and/or manufactured articles and/or raw materials of any establishment, and for the purposes 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 motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"establishment" means any premises in which the Industry is carried on and which is liable to registration in terms of the Factories Act, 1941;

"experience" means, save where elsewhere provided, the total period or periods of employment which an employee has had in his particular occupation or designation in the Industry;

"foreman" means an employee with not less than five years' experience in the Industry who is in charge of the employees in an establishment and who exercises control over such employees and is responsible for the efficient performance by them of their duties and who may perform any other duties or operations;

"general assistant" means an employee who—

(1) assists a foreman or blindhanger in any or all of his duties;

(2) constructs frames for blinds and/or awnings and fits blinds and/or awnings to such frames;

(3) carries out roping, hand sewing of grommets, hooks and eyes, waterbag mouthpieces, corks, dees and straps;

"general assistant, qualified," means an employee engaged or occupied on any or all of the occupations of a general assistant and who has had not less than two and a half years' experience in any or all of such occupations;

"general assistant, unqualified," means an employee engaged or occupied on any or all of the occupations of a general assistant and who has had less than two and a half years' experience on any or all of such occupations;

blindings en/of sonskerms' afmerk en/of tekeninge daarvoor maak en/of koste daarvoor bereken en/of blindings en/of sonskerms opmeet en/of aanbring en wat die rame van die blindings en/of sonskerms kan aanbring;

"Raad" die Nywerheidsraad vir die Seilwarenywerheid, Witwatersrand en Pretoria, geregistreer kragtens artikel 2 van Wet 11 van 1924 en geag kragtens die Wet geregistreer te wees;

"Seilwarenywerheid" of "Nywerheid", vir die toepassing van hierdie Ooreenkoms, sonder om die gewone vertolking van die uitdrukking in enige opsig te beperk, die Nywerheid wat goedere (uitgesonderd matrasse van klapperhaar en sakke van jute) vervaardig uit seildoek en/of klapperhaar, met inbegrip van klapperhaarmatte, en/of jute, insluitende jutedoeke;

"uitknipper" 'n werknemer wat materiaal met die hand of masjien volgens patrone of merke uitsny;

"uitknipper, gekwalifiseer," 'n uitknipper met minstens een en 'n half jaar ondervinding;

"uitknipper, ongekwalifiseer," 'n uitknipper met minder as een en 'n half jaar ondervinding;

"snyer" 'n werknemer, uitgesonderd 'n blindhanger, wat materiaal afmerk, uitgesonderd met 'n patroon, volgens afmetings of spesifikasies wat aan hom verstrekk of deur hom gemaak is, en wat daardie materiaal kan sny en oor uitknippers en/of arbeiders toesig kan hou;

"snyer, gekwalifiseer," 'n snyer met minstens twee en 'n half jaar ondervinding;

"leerlingsnyer" 'n snyer met minder as twee en 'n half jaar ondervinding;

"dagloon" die weekloon gedeel deur die getal ure gewoonlik per week gewerk en vermenigvuldig met die getal ure gewoonlik per dag gewerk in 'n bedryfsinrigting;

"personeel motor drywer" 'n werknemer wat 'n passasiersmotorvoertuig dryf vir die vervoer van personeel, die bestuur en werksmense, maar nie vir die vervoer van materiaal en uitrusting van 'n bedryfsinrigting nie;

"afleweringsmotor drywer" 'n werknemer wat 'n motorvoertuig dryf vir die vervoer, aflewering en/of verspreiding van goedere en/of vervaardigde artikels en/of grondstowwe van 'n bedryfsinrigting, en vir die toepassing van hierdie omskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die motorvoertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"bedryfsinrigting" 'n perseel waarin die Nywerheid uitgeoefen word en wat kragtens die Fabriekswet, 1941, geregistreer moet word;

"ondervinding", behoudens ander bepalings elders, die totale tydperk of tydperke wat 'n werknemer in sy bepaalde beroep of aangewese werk in die Nywerheid werksaam was;

"voorman" 'n werknemer met minstens vyf jaar ondervinding in die Nywerheid wat aan die hoof staan van die werknemers in 'n bedryfsinrigting en gesag oor daardie werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig, en wat enige ander pligte kan, vervul of werksaamhede kan verrig;

"algemene assistent" 'n werknemer wat—

(1) 'n voorman of blindhanger met enigeen van of al sy pligte help;

(2) rame vir blindings en/of sonskerms maak en blindings en/of sonskerms aan daardie rame aanbring;

(3) touwerk verrig, met die hand tou-oë, hakies en ogies, watersakmondstukke, kurke, D-ringe en bande aanwerk;

"algemene assistent, gekwalifiseer," 'n werknemer wat enigeen van of al die werksaamhede van 'n algemene assistent verrig en wat minstens twee en 'n half jaar ondervinding in enigeen van of al daardie werksaamhede het;

"algemene assistent, ongekwalifiseer," 'n werknemer wat enigeen van of al die werksaamhede van 'n algemene assistent verrig en wat minder as twee en 'n half jaar ondervinding in enigeen van of al daardie werksaamhede het;

"handyman" means an employee, other than a mechanic, engaged in making repairs and adjustments to machinery, plant, building or other equipment;

"hourly wage" means the weekly wage divided by the number of hours which the particular establishment ordinarily works per week;

"labourer, male," means a male employee engaged wholly or mainly in one or more of the following duties or capacities:

(1) Cleaning or washing 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) lifting, 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 or 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, excluding printing machines; feeding into or drawing off from tanks or vats under supervision;

(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 ready addressed labels on boxes, bales, sacks or other containers, packages or articles;

(14) mass-measuring to a set massmeter;

(15) delivering letters, messages or goods on foot or by means of a bicycle or hand-propelled vehicle;

(16) preparing soup or making tea or other beverages;

(17) oiling and greasing machinery or vehicles (other than motor vehicles), barrows and cycles;

(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) trimming;

(22) putting in ropes; knotting cords; knotting strainers;

(23) painting poles and tent tops; staining wood for tent poles; painting garden furniture;

(24) knocking in eyelets and/or metal fasteners by hand or machine;

(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 waterbag handles; inserting washers;

(27) painting, dipping, oiling or brushing canvas for water-proofing purposes; dressing canvas;

(28) drilling or punching holes in walls or lintels under supervision;

(29) cutting rope and webbing to a set measurement, cutting off threads;

(30) laying out material preparatory to cutting;

(31) whipping ends of ropes;

(32) covering metal supports or brackets for awnings;

(33) closing, baling, marking, wrapping up packages;

(34) filling batteries with distilled water;

(35) sorting rags or waste material;

(36) turning the handle of a hand-operated machine;

(37) folding, unrolling and laying out;

(38) mending sacks by hand;

(39) splicing;

"faktotum" 'n werknemer, uitgesonderd 'n werktuigkundige, wat herstelwerk en verstelwerk aan masjinerie, installasies, geboue of ander uitrusting uitvoer;

"uurloon" die weekloon gedeel deur die getal ure wat die bepaalde bedryfsinrigting gewoonlik per week werk;

"arbeider, man," 'n manlike werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werkaamhede verrig of pligte vervul:

(1) Persele, diere, masjinerie, werktuie, gereedskap, gerei, voertuie of ander artikels, met inbegrip van voltooide artikels, skoonmaak of was;

(2) kampongs, latrines, stalle, buitegeboue en dergelike geboue en bouwerke afwit;

(3) laai en aflaai;

(4) artikels optel, dra, verplaas of opstapel; enige voertuig stoot of trek;

(5) vuurmaak en vure aan die brand hou en vuilgoed verwyder;

(6) klip, klei of sand losmaak, uithaal, opbreek of uitsprei; slote of fondemente grawe, of ander uitgrawings doen;

(7) bome of plantegroei omkap, vernietig of verwyder;

(8) geboue of ander bouwerke afbreek;

(9) masjiene, uitgesonderd drukmasjiene, voer of daarvan afneem; onder toesig, tenks of vate vul of aftap;

(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, vork of kruiwa spreid;

(11) deure, kiste, pakkette, bale of sakke oopmaak of toe- maak; lêë kartonhouers wat vir verpakking gebruik word, ver- seël of voorberei;

(12) lewende hawe versorg of voertuie bewaak;

(13) kiste, bale, sakke of ander houers, pakkette of artikels merk, brandmerk, sjabloneer of klaar geadresseerde etikette daarop plak;

(14) massa volgens 'n gestelde massameter meet;

(15) briewe, boodskappe of goedere te voet of met 'n fiets of handvoertuig aflewer;

(16) sop voorberei, of tee of ander drankte maak;

(17) masjinerie of voertuie (uitgesonderd motorvoertuie), kruiwaens en fietse olie of smeer;

(18) tuinmaak (d.w.s. onder toesig plant, spit, hark, gras sny, strooi, meng, natmaak);

(19) artikels van dieselfde grootte en getal verpak in houers 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; tuin- meubels verf;

(24) ogies en/of metaalhegstukke met die hand of met 'n masjien inslaan;

(25) metaalpuntjies met of sonder ogies en/of drukknopies aan 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;

(28) gate in mure of lateie onder toesig boor of slaan;

(29) tou en web volgens vaste afmetings sny; rafels afsny;

(30) materiaal uitlê om uitgesny te word;

(31) ente van toue omwoel;

(32) metaalstutte of steune vir sonskerms oortrek;

(33) pakkette toemaak, baal, merk, toedraai;

(34) batterye met gedistilleerde water vul;

(35) lappe of afvalmateriaal sorteer;

(36) die handvatsel van 'n handmasjien draai;

(37) opvou, uitrol en uitlê;

(38) sakke met die hand heelmaak;

(39) splitswerk verrig;

(40) preparing articles for waterproofing by smearing solution on such articles;

(41) teasing flock and coir; filling mattresses and cushions;

(42) winding bobbins;

(43) in the manufacture of waterproof suits—

(a) folding and doubling canvas strips other than by machine;

(b) sealing seams by attaching strips of canvas previously cut to widths; cutting such strips to predetermined lengths;

(c) marking outline of reinforcing patches and facing in predetermined positions;

(d) solutioning and pressing down canvas strips by hand;

(44) in the manufacture of helmets, attaching rubber to canvas by hand in the making of linings;

(45) vulcaniser attendant;

(46) in the manufacture of ice-cream containers, securing insulating material and tucking in seams;

“labourer, female,” means a female employee engaged wholly or mainly in one or more of the duties or capacities defined in items 16, 21, 35 and 43 of the definition of labourer, male;,”

“mechanic” means an employee who has served his apprenticeship in a trade designated or deemed to be designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

“machinist” means an employee engaged in operating a hand- or power-driven sewing machine;

“machinist (heavy machines)” means any machinist, regardless of experience, engaged in operating any sewing machine of the “seven hyphen” class or any sewing machine intended for work equivalent to or heavier than that normally performed on a sewing machine of the “seven hyphen” class;

“machinist, female, qualified (other machines),” means a female machinist engaged in operating any sewing machine other than those described in the definition of “machinist (heavy machines)” who has had not less than one year’s experience;

“machinist, female, unqualified (other machines),” means a female machinist engaged in operating any sewing machine other than those described in the definition of “machinist (heavy machines)”, who has had less than one year’s experience;

“machinist, male, qualified (other machines),” means a male machinist engaged in operating any sewing machine other than those described in the definition of “machinist (heavy machines)” who has had not less than one year’s experience;

“machinist, male, unqualified (other machines),” means a male machinist engaged in operating any sewing machine other than those described in the definition of “machinist (heavy machines)” who has had less than one year’s experience;

“night watchman” means an employee who is engaged in guarding property during the night, the major part of whose work falls during the hours of 17h00 and 07h00 or during Sundays or public holidays;

“unladen mass” means the mass 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 terms of clause 4 (1) in respect of his ordinary weekly hours of work prescribed in clause 10, and 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;

“welding machine operator” means an employee engaged in operating an electronic high frequency welding machine used in joining coated fabrics.

(2) In classifying an employee for the purpose of determining his main occupation in terms of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

(40) goedere vir waterdigting voorberei deur rubberlym daaraan te smeer;

(41) vlok en klapperhaar pluus; matrasse en kussings vol stop;

(42) spoel opdraai;

(43) by die vervaardiging van waterdigte pakke—

(a) seilstroke vou en dubbelvou, maar nie met ’n masjien nie;

(b) nate verseël deur die aansit van seilstrokies wat vooraf volgens breedte gesny is; sulke strokies in vooraf bepaalde lengtes sny;

(c) die buitelyn van versterkingslappe en -belegsels in vooraf bepaalde posisies uitmerk;

(d) rubberlym met die hand aan seilstrokies smeer en dit vasdruk;

(44) by die vervaardiging van helms, rubber met die hand aan die seil vassit by die maak van voerings;

(45) vulkaniseerderbediener;

(46) by die vervaardiging van roomshouers, isoleermateriaal vassit en nate invou;

“arbeider, vrou,” ’n vroulike werknemer wat uitsluitlik of hoofsaaklik een of meer van die pligte of werksaamhede uitvoer wat in items 16, 21, 35 en 43 van die omskrywing van “arbeider, man,” beskryf word;

“werktuigkundige” ’n werknemer wat sy leertyd uitgedien het in ’n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat ’n vaardigheidsertifikaat besit wat ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, deur die Registrateur van Vakleerlinge aan hom uitgereik is, of ’n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

“masjienwerker” ’n werknemer wat ’n hand- of kragnaaimasjien bedien;

“masjienwerker (swaar masjiene)” ’n masjienwerker wat, afgesien van ondervinding, ’n naaimasjien bedien van die sewenaalddtipe (“seven hyphen” class) of ’n naaimasjien bedoel vir werk gelykstaande met of swaarder as dié wat gewoonlik op ’n naaimasjien van die sewenaalddtipe uitgevoer word;

“masjienwerker, vrou, gekwalifiseer (ander masjiene),” ’n vroulike masjienwerker met minstens een jaar ondervinding wat enige naaimasjien bedien, uitgesonderd dié wat in die omskrywing van “masjienwerker (swaar masjiene)” beskryf word;

“masjienwerker, vrou, ongekwalifiseer (ander masjiene),” ’n vroulike masjienwerker met minder as een jaar ondervinding wat enige naaimasjien bedien, uitgesonderd dié wat in die omskrywing van “masjienwerker (swaar masjiene)” beskryf word;

“masjienwerker, man, gekwalifiseer (ander masjiene),” ’n manlike masjienwerker met minstens een jaar ondervinding wat enige naaimasjien bedien, uitgesonderd dié wat in die omskrywing van “masjienwerker (swaar masjiene),” omskryf word;

“masjienwerker, man, ongekwalifiseer (ander masjiene),” ’n manlike masjienwerker met minder as een jaar ondervinding wat enige naaimasjien bedien, uitgesonderd dié wat in die omskrywing van “masjienwerker (swaar masjiene),” omskryf word;

“nagwag” ’n werknemer wat eiendom gedurende die nag bewaak en van wie se werk die grootste gedeelte tussen die ure 17h00 en 07h00 of op Sondae of op openbare vakansiedae val;

“onbelaste massa” die massa van ’n motorvoertuig of sleepwa soos aangetoon op ’n lisensie of sertifikaat wat ten opsigte van so ’n motorvoertuig of sleepwa uitgereik is deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

“loon” die bedrag wat ingevolge klousule 4 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone weeklikse werke, soos voorgeskryf in klousule 10, en as ’n werkgewer ’n werknemer ten opsigte van sodanige gewone werke gereeld ’n hoër bedrag betaal as dié by klousule 4 (1) voorgeskryf, beteken dit sodanige hoër bedrag;

“sweismasjienbediener” ’n werknemer wat by die las van waterdigte stof ’n elektroniese hoëfrekwensiesweismasjien bedien.

(2) By die indeling van ’n werknemer ten einde sy hoofberoep ingevolge hierdie Ooreenkoms vas te stel, word hy geag tot dié klas te behoort waarin hy uitsluitlik of hoofsaaklik in diens is.

4. REMUNERATION

(1) Subject to the provisions of subclauses (2) and (3) of this clause and clause 5 of this Agreement, no employer shall pay and no employee shall accept for his particular class of work less than the undermentioned wages:

	Up to 16 April 1980	There- after
	Per week R	Per week R
(a) Blindhanger.....	50,95	54,75
(b) (i) Chopper-out, unqualified:		
First six months of experience.....	24,00	25,80
Second six months experience.....	27,85	29,95
Third six months of experience.....	30,60	32,90
(ii) Chopper-out, qualified.....	33,30	35,80
(c) (i) Cutter, learner:		
First six months of experience.....	29,30	31,50
Second six months of experience...	34,00	36,55
Third six months of experience.....	37,75	40,60
Fourth six months of experience...	40,60	43,65
Fifth six months of experience.....	44,70	48,05
(ii) Cutter, qualified.....	49,15	52,85
(d) (i) Driver (deliveries): Drivers of motor vehicles with an unladen mass of—		
up to 450 kg.....	24,00	25,80
over 450 kg to 2 750 kg.....	26,60	28,60
over 2 750 kg to 4 550 kg.....	33,30	35,80
over 4 550 kg.....	39,05	42,00
(ii) Driver (staff).....	24,00	25,80
(e) Foreman.....	69,20	74,40
(f) (i) General assistant, unqualified:		
First six months of experience.....	25,30	27,20
Second six months of experience...	27,95	30,05
Third six months of experience.....	30,60	32,90
Fourth six months of experience...	33,30	35,80
Fifth six months of experience.....	39,50	42,45
(ii) General asistant, qualified.....	45,75	49,20
(g) Handyman.....	36,50	39,25
(h) Mechanic.....	50,95	54,75
(i) Labourer, male—		
during the first 12 months of employment with the same employer.....	23,50	25,25
thereafter with the same employer.....	26,40	28,40
(j) Labourer, female—		
during the first 12 months of employment with the same employer.....	20,50	22,05
thereafter with the same employer.....	21,45	23,05
For the purpose of paragraphs (i) and (j), employment with the same employer before this Agreement came into force shall be counted as employment.		
(k) (i) Machinist (heavy machines).....	45,75	49,20
(ii) Machinist, female, unqualified (other machines):		
First six months of experience.....	22,90	24,60
Second six months of experience...	25,65	27,55
(iii) Machinist, female, qualified (other machines).....	29,05	31,25
(l) (i) Machinist, male, unqualified (other machines):		
First six months of experience.....	28,60	30,75
Second six months of experience...	34,55	37,15
(ii) Machinist, male, qualified (other machines).....	36,50	39,25
(m) Night watchman.....	28,60	30,75
(n) Not elsewhere specified.....	24,75	26,60
(o) Welding machines operator.....	24,00	25,80

(2) The remuneration payable in terms of subclause (1) of this clause shall in respect of all employees, excluding foremen, when they have completed five years' continuous employment with the same employer be increased by five per cent. For the purposes of this clause, continuous employment shall be calculated from the date the employee first commenced

4. BESOLDIGING

(1) Behoudens subklousules (2) en (3) van hierdie klousule en klousule 5 van hierdie Ooreenkoms, mag geen werkgewer minder as ondergenoemde lone betaal en mag geen werknemer vir sy besondere klas werk laer lone as dié hieronder genoem, aanneem nie:

	Tot 16 April 1980	Daar- na
	Per week R	Per week R
(a) Blindinghanger.....	50,95	54,75
(b) (i) Uitknipper, ongekwalifiseer:		
Eerste ses maande ondervinding....	24,00	25,80
Tweede ses maande ondervinding...	27,85	29,95
Derde ses maande ondervinding....	30,60	32,90
(ii) Uitknipper, gekwalifiseer.....	33,30	35,80
(c) (i) Leerlingsnyer:		
Eerste ses maande ondervinding....	29,30	31,50
Tweede ses maande ondervinding...	34,00	36,55
Derde ses maande ondervinding....	37,75	40,60
Vierde ses maande ondervinding...	40,60	43,65
Vyfde ses maande ondervinding....	44,70	48,05
(ii) Snyer, gekwalifiseer.....	49,15	52,85
(d) (i) Afleweringsmotordrywer: Drywers van motorvoertuie met 'n onbelaste massa van—		
hoogstens 450 kg.....	24,00	25,80
meer as 450 kg tot 2 750 kg.....	26,60	28,60
meer as 2 750 kg tot 4 550 kg.....	33,30	35,80
meer as 4 550 kg.....	39,05	42,00
(ii) Personeelmotordrywer.....	24,00	25,80
(e) Voorman.....	69,20	74,40
(f) (i) Algemene assistent, ongekwalifiseer:		
Eerste ses maande ondervinding....	25,30	27,20
Tweede ses maande ondervinding...	27,95	30,05
Derde ses maande ondervinding....	30,60	32,90
Vierde ses maande ondervinding...	33,30	35,80
Vyfde ses maande ondervinding....	39,50	42,45
(ii) Algemene helper, gekwalifiseer.....	45,75	49,20
(g) Faktotum.....	36,50	39,25
(h) Werktuigkundige.....	50,95	54,75
(i) Arbeider, man—		
gedurende eerste 12 maande diens by dieselfde werkgewer.....	23,50	25,25
daarna by dieselfde werkgewer.....	26,40	28,40
(j) Arbeider, vrou—		
gedurende eerste 12 maande diens by dieselfde werkgewer.....	20,50	22,05
daarna by dieselfde werkgewer.....	21,45	23,05
Vir die toepassing van paragrawe (i) en (j) word diens by dieselfde werkgewer voor die inwerkingtreding van hierdie Ooreen- koms as diens gereken.		
(k) (i) Masjienwerker (swaar masjiene).....	45,75	49,20
(ii) Masjienwerker, vrou, ongekwalifiseer (ander masjiene):		
Eerste ses maande ondervinding....	22,90	24,60
Tweede ses maande ondervinding...	25,65	27,55
(iii) Masjienwerker, vrou, gekwalifiseer (ander masjiene).....	29,05	31,25
(l) (i) Masjienwerker, man, ongekwalifiseer (ander masjiene):		
Eerste ses maande ondervinding....	28,60	30,75
Tweede ses maande ondervinding...	34,55	37,15
(ii) Masjienwerker, man, gekwalifiseer (ander masjiene).....	36,50	39,25
(m) Nagwag.....	28,60	30,75
(n) Nie elders vermeld nie.....	24,75	26,60
(o) Sweismasjienbediener.....	24,00	25,80

(2) Die besoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet ten opsigte van alle werknemers, uitgesonderd voormanne, met vyf persent verhoog word na vyf jaar ononderbroke diens by dieselfde werkgewer. Vir die toepassing van hierdie klousule word ononderbroke diens bereken vanaf die datum waarop die werknemer die

employment with the employer and all periods of absences for any cause whatsoever totalling less than six months shall be regarded as employment: Provided that the employee returned to the same employer after each absence.

(3) An employee who at the date of publication of this Agreement is employed at rates of remuneration more favourable to him than those prescribed in this clause for an employee of his class shall continue to receive such remuneration whilst he is in the service of the same employer.

(4) No portion of the operation of putting up blinds or awnings shall be carried out except under the supervision of a foreman or blindhanger.

(5) *Basis of contract.*—For the purposes of this clause, the basis of contract of employment of an employee shall be weekly and, save as provided in clause 6 (4), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with clause 5, for an employee of his class, whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 10 or less.

5. DIFFERENTIAL WAGE

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 work or in substitution therefor, work of another class for which either—

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

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

is prescribed in clause 4 (1), shall pay to such employees a wage for all the ordinary hours of work of the factory on that day—

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

(ii) in the case referred to in paragraph (b) above, at the rate for each hour equal to the weekly wage prescribed in clause (4) (1) for an employee of his class plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in clause 4 (1): Provided further that where the sole difference between classes is, in terms of clause 4 (1), based on experience, sex or age, the provisions of this clause shall not apply.

6. PAYMENT OF REMUNERATION

(1) All moneys due to an employee shall, subject to the proviso herein, be paid in cash weekly on the usual pay-day of the establishment, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the wages, and overtime pay due, the amount and nature of any deductions and the period in respect of which payment is made; and in the case of a watchman, the hours worked on his day off and the remuneration paid therefor: Provided that if an agreement exists between employer and employee to pay wages monthly, they shall be paid on the last working day of the month. In the event of the pay-day falling on one of the public holidays referred to in clause 11 of this Agreement, payment shall be made the day before.

Should the employment terminate before the usual pay-day of the establishment or before the last working day of the month in the case of a monthly paid employee, the moneys due shall be paid on termination.

In all cases amounts due shall be payable during the normal working hours of the establishment.

(2) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this provision shall not apply in respect of a training scheme to which the employer is legally liable to contribute.

(3) Where in any establishment work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

eerste keer by sy werkgever begin werk het en word alle afwesigheidstydperke van watter aard ook al, wat altesaam minder as ses maande beloop, geag diens te wees: Met dien verstande dat die werknemer na elke afwesigheid na dieselfde werkgever teruggekeer het.

(3) 'n Werknemer wat op die publikasiedatum van hierdie Ooreenkoms in diens is teen besoldiging wat vir hom gunstiger is as dié wat in hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, moet steeds daardie besoldiging ontvang solank hy by dieselfde werkgever in diens bly.

(4) Geen deel van die werk wat te doen het met die aanbring van blindings of sonskerms mag anders as onder toesig van 'n voorman of blindinghanger verrig word nie.

(5) *Kontrakgrondslag.*—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer op 'n weeklikse grondslag berus en, behoudens klousule 6 (4), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met klousule 5, vir 'n werknemer van sy klas voorgeskryf word, ongeag of hy in daardie week die maksimum getal gewone ure wat ingevolge klousule 10 op hom van toepassing is, of minder, gewerk het.

5. DIFFERENSIELE LONE

'n Werkgever wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n arbeider, vereis of hom toelaat om altesaam meer as een uur op 'n dag, en 'n werkgever wat van sy arbeider vereis of hom toelaat om gedurende enige tyd in 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

in subklousule 4 (1) voorgeskryf word, moet daardie werknemer vir al die gewone werkure van die fabriek op daardie dag 'n loon betaal en wel soos volg:

(i) In die geval in paragraaf (a) hierbo bedoel, teen 'n uurloon wat gelyk is aan die hoër weekloon gedeel deur die getal gewone ure wat so 'n werknemer in 'n week werk;

(ii) in die geval in paragraaf (b) hierbo bedoel, teen 'n uurloon wat gelyk is aan die weekloon wat in klousule 4 (1) voorgeskryf word vir 'n werknemer van sy klas, plus 30 persent gedeel deur die getal gewone ure wat so 'n werknemer in 'n week werk: Met dien verstande dat so 'n werknemer ten opsigte van die dag waarop hy dié werk verrig, nie geregtig is 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 nie: Voorts met dien verstande dat as die enigste verskil tussen klasse, ingevolge klousule 4 (1), op ondervinding, geslag of ouderdom gebaseer is, hierdie klousule nie van toepassing is nie.

6. BETALING VAN BESOLDIGING

(1) Alle geld verskuldig aan 'n werknemer moet, behoudens die voorbehoudsbepaling hierin, weekliks in kontant op die gewone betaaldag van die bedryfsinrigting betaal word, en dit moet in 'n koevert of ander houer wees wat die werkgever en werknemer se name aantoon, asook die werknemer se beroep, die getal gewone en oortydure gewerk, die loon en oortydbetaling verskuldig, die bedrag en aard van aftrekkings en die tydperk ten opsigte waarvan betaling gedoen word; en in die geval van 'n wag, die ure op sy diensvrydag gewerk en die besoldiging wat daarvoor betaal is: Met dien verstande dat indien 'n ooreenkoms tussen werkgever en werknemer aangegaan is om lone maandeliks te betaal, die geld op die laaste werkdag van die maand betaal moet word. Ingeval die betaaldag op een van die openbare vakansiedae val wat in klousule 11 van hierdie Ooreenkoms bedoel word, moet betaling op die vorige dag geskied.

Ingeval die diens beëindig word voor die gewone betaaldag van die bedryfsinrigting, of voor die laaste werkdag van die maand in die geval van 'n maandeliks besoldigde werknemer, moet die verskuldigde geld by beëindiging van die diens betaal word.

Die verskuldigde bedrae moet in alle gevalle gedurende die gewone werkure van die bedryfsinrigting betaal word.

(2) 'n Werkgever mag nie 'n premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie bepaling nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgever regtens moet bydra nie.

(3) As werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgever aan elke werknemer sy verdienste uitbetaal.

(4) No deductions of any kind other than the following may be made from the wages and rates due to an employee:

(a) When an employee is absent from work other than on the instructions or at the request of the employer—a pro rata amount for the period of such absence;

(b) with the written consent of the employee, deductions for holiday, insurance or pension funds;

(c) levies and contributions in terms of clauses 16 and 21 of this Agreement;

(d) any amount which an employer is legally or by ordinance or legal process required to pay on behalf of an employee;

(e) subscriptions in terms of clause 17 of this Agreement.

7. PIECE-WORK

(1) An employer may require or allow his employees to work piece-work or other system by which earnings are based on quantity or output of work done: Provided he obtains the written consent of the Council.

(2) If there is introduced into an incentive scheme a condition which has the effect of providing that output below the target fixed for incentive purposes shall be carried forward and deducted from future production before determining the bonus payable, there shall be added a proviso which precludes the deduction of such shortfall from any production achieved later than the close of the last pay week, i.e. the day up to which the wages are calculated, in the calendar month in which the shortfall occurred.

(3) In granting the consent mentioned in subclause (1) of this clause, the Council may impose any other conditions it deems fit.

(4) Any dispute arising out of an incentive scheme may be referred to the Council which shall appoint a subcommittee consisting of two members and the Secretary of the Council to investigate and arbitrate in such dispute. The decision of such subcommittee shall be binding on the employer and the employees concerned in such dispute.

(5) An employee employed on piece-work for any period shall be paid the full amount earned under the piece-work rates, subject to subclauses (2), (3) and (5) of this clause: Provided that, irrespective of the amount of piece-work performed, such employee shall in respect of such period be paid not less than the remuneration which would have been payable to him had he been employed as a time worker during such period.

8. RATIO OF EMPLOYEES

(1) Where three or more employees are employed in any establishment, one such an employee shall be a foreman.

(2) An employer shall employ a qualified general assistant, male machinist, female machinist, chopper-out or cutter before he may employ an unqualified general assistant, male machinist, female machinist, chopper-out or learner cutter, as the case may be, and for each qualified general assistant, male machinist, female machinist, chopper-out or cutter employed, not more than three unqualified general assistants, male machinists; female machinists, choppers-out or learner cutters respectively shall be employed: Provided that, before a chopper-out is employed, one cutter must be employed and for each cutter employed not more than three choppers-out shall be employed (for the purposes of this proviso the expressions "cutter" and "chopper-out" shall include cutters and choppers-out, whether qualified or not, but in so far as the ratios as between qualified cutters and learner cutters and as between qualified and unqualified choppers-out are concerned the general ratio provisions shall apply): Provided further that in so far as ratios between qualified cutters and learner cutters are concerned a foreman may be deemed to be a qualified cutter but that under these circumstances before a second or further learner cutter may be employed a qualified cutter shall first be employed.

(3) For the purposes of this clause, "machinist" includes "machinists (heavy machines)" and "machinists (other machines)".

(4) For the purposes of this clause, an employer may regard himself as an employee in any category enumerated herein: Provided that he is wholly or mainly engaged on the work in such category: Provided further that he has had the requisite experience required of an employee in such category.

(4) Geen bedrae van welke aard ook al, uitgesonderd die volgende, mag van die loon wat aan 'n werknemer verskuldig is, afgetrek word nie:

(a) Wanneer 'n werknemer van sy werk afwesig is behalwe op las of op versoek van die werkgever, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;

(b) met die skriftelike toestemming van die werknemers, bedrae vir vakansie-, versekerings- of pensioenfondse;

(c) heffings en bydraes kragtens klousules 16 en 21 van hierdie Ooreenkoms;

(d) enige bedrag wat 'n werkgever ingevolge 'n wet, ordonansie of regsgeding namens 'n werknemer moet betaal;

(e) ledegeld ooreenkomstig klousule 17 van hierdie Ooreenkoms.

7. STUKWERK

(1) 'n Werkgever kan van sy werknemers vereis of hulle toelaat om stukwerk te verrig of volgens 'n ander stelsel te werk waarby verdienste op die hoeveelheid of omvang van gedane werk gegrond word: Met dien verstande dat hy die skriftelike toestemming van die Raad verkry.

(2) Indien 'n voorwaarde by 'n aansporingskema gestel word met die strekking dat die verskil tussen die werklike produksie en die mikproduksie wat vir die aansporingsdoel-eindes bepaal is oorgedra en van toekomstige produksie afgetrek moet word voordat die betaalbare bonus vasgestel word, moet 'n voorbehoudsbepaling bygevoeg word wat verhoed dat sodanige tekort afgetrek word van produksie behaal na die einde van die laaste betaalweek, dit wil sê, tot die dag waarop die loon bereken word in die kalendermaand waarin die tekort voorgekom het.

(3) By die verlening van die toestemming in subklousule (1) van hierdie klousule genoem, kan die Raad na goedvinde enige ander voorwaardes voorskryf.

(4) Enige geskil wat voortvloei uit 'n aansporingskema kan verwys word na die Raad, wat 'n subkomitee bestaande uit twee lede en die Sekretaris van die Raad moet benoem om sodanige geskil te ondersoek en daarin te arbitreer. Die beslissing van sodanige subkomitee is bindend vir die werkgever en die werknemers betrokke in sodanige geskil.

(5) Behoudens subklousules (2), (3) en (5) van hierdie klousule, moet 'n werknemer wat vir 'n tydperk stukwerk verrig die volle bedrag betaal word wat hy kragtens die stukwerk-skaal verdien: Met dien verstande dat, afgesien van die hoeveelheid stukwerk verrig, sodanige werknemer ten opsigte van sodanige tydperk minstens die besoldiging moet ontvang wat aan hom betaalbaar sou gewees het indien hy gedurende sodanige tydperk as tydwerker in diens was.

8. GETALSVERHOUDING VAN WERKNEMERS

(1) Indien drie of meer werknemers in 'n bedryfsinrigting in diens is, moet een van daardie werknemers 'n voorman wees.

(2) 'n Werknemer moet 'n gekwalifiseerde algemene assistent, manlike masjienwerker, vroulike masjienwerker, uitknipper of snyer in diens hê voordat hy 'n ongekwalifiseerde algemene assistent, manlike masjienwerker, vroulike masjienwerker, uitknipper of leerlingsnyer, na gelang van die geval, in diens mag neem, en vir elke gekwalifiseerde algemene assistent, manlike masjienwerker, vroulike masjienwerker, uitknipper of snyer wat in diens is, mag onderskeidelik hoogstens drie ongekwalifiseerde algemene assistente, manlike masjienwerkers, vroulike masjienwerkers, uitknippers of leerlingsnyers in diens geneem word: Met dien verstande dat voordat 'n uitknipper in diens geneem mag word, een snyer in diens moet wees, en vir elke snyer wat in diens is, mag hoogstens drie uitknippers in diens geneem word (vir die toepassing van hierdie voorbehoud omvat die uitdrukkings "snyer" en "uitknipper" ook die snyers en uitknippers, hetsy gekwalifiseer of nie, maar vir sover dit die getalsverhoudings tussen gekwalifiseerde snyers en leerlingsnyers betref, asook tussen gekwalifiseerde en ongekwalifiseerde uitknippers, moet die algemene getalsverhoudingsbepalings van toepassing wees): Voorts met dien verstande dat vir sover dit getalsverhoudings tussen gekwalifiseerde snyers en leerlingsnyers betref, 'n voorman as 'n gekwalifiseerde snyer beskou kan word, maar dat onder hierdie omstandighede 'n gekwalifiseerde snyer eers in diens moet wees voordat 'n tweede of bykomende leerlingsnyer in diens geneem mag word.

(3) Vir die toepassing van hierdie klousule sluit "masjienwerker" in "masjienwerkers (swaar masjiene)" en "masjienwerkers (ander masjiene)".

(4) Vir die toepassing van hierdie klousule kan 'n werkgever homself as 'n werknemer beskou in enige kategorie hierin opgenoem: Met dien verstande dat hy uitsluitlik of hoofsaaklik werk in dié kategorie doen: Voorts met dien verstande dat hy die nodige ondervinding gehad het wat 'n werknemer in daardie kategorie vereis word,

The application of this subclause shall be limited to one member of any firm or partnership and is conditional upon his name being entered in the time and wage register together with the occupation in which he is engaged.

9. OUTWORK

(1) No employer shall require or allow any of his employees to undertake any work in the Industry, including repairing and assembling, elsewhere than in his establishment, except when such work is in execution or completion of an order placed with such an employer and, in the nature of the job, cannot be performed in the establishment.

(2) No employee shall solicit or take orders for, or undertake any work in the Industry on his own account for sale and/or gain and/or on behalf of any other persons or firms whilst in the service of an employer engaged in the Industry.

(3) No employer shall give out work to be done except in a factory as defined in section 3 of Chapter 1 of the Factories, Machinery and Building Work Act, 1941.

10. HOURS OF WORK AND OVERTIME

(1) (a) The number of hours of work per week in respect of which minimum wages are prescribed in clause 4 of this Agreement shall not exceed 42 which shall, subject to paragraph (b), be regarded as the usual working hours.

(b) The usual working hours in any week may be distributed throughout the week at the direction of the employer, who shall cause to be exhibited in a conspicuous place within his establishment, a notice showing the time on each day to be worked by each employee during the ensuing week: Provided that, subject to the provisions of subclause (1) (c), the usual daily working hours shall not exceed—

(i) five hours on one day in any week and eight hours on the remaining days of such week, in the case of establishments in which employees ordinarily work on six days a week;

(ii) nine hours on any one day, in the case of establishments in which employees do not ordinarily work on more than five days a week.

(c) Any time worked in excess of the usual working hours on any week-day shall be regarded as overtime and shall be paid for, in respect of the first three hours of such overtime at the rate of one and a third times, and in respect of any further hours of overtime on that day, at the rate of one and a half times the hourly wage. Any time worked in excess of the usual working hours in any week shall be regarded as overtime and shall be paid for in respect of the first three hours of such overtime at the rate of one and a third times, and in respect of any further hours of overtime in that week, at the rate of one and a half times the hourly wage: Provided that where over-time pay calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(d) The maximum number of hours, including overtime, that may be worked in any one week, shall be 52.

(e) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without one meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) if such interval be longer than one hour any period in excess of one and a quarter hours shall be deemed to be time worked;

(iii) a driver of a motor vehicle, who during such an interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this subclause not to have worked during such interval:

Provided further that an employer and not less than 75 per cent of his employees may agree to reduce the period of such interval to not less than half an hour, and in that event, and after the employer has informed the Council in writing, the interval may be so reduced and in such instance—

(i) periods of work interrupted by intervals of less than half an hour shall be deemed to be continuous; and

(ii) if such interval be longer than half an hour any period in excess of three-quarters of an hour shall be deemed to be time worked,

Die toepassing van hierdie subklousule word beperk tot een lid van 'n firma of vennootskap, en geskied op voorwaarde dat sy naam, tesame met die beroep waarin hy in diens is, in die tyd- en loonregister ingeskryf word.

9. BUITEWERK

(1) Geen werkgewer mag van enigeen van sy werknemers vereis of hom toelaat om werk, met inbegrip van herstel- en monterwerk, elders as in sy bedryfsinrigting in die Nywerheid te verrig nie, behalwe wanneer sodanige werk gedoen word ter uitvoering of voltooiing van 'n bestelling wat by die werkgewer geplaas is en uit die aard van die werk nie in die bedryfsinrigting verrig kan word nie.

(2) Geen werknemer mag vir eie rekening, vir verkoop en/of wins en/of namens enige ander persoon of firma bestellings vra of opneem, of enige werk in die Nywerheid onderneem terwyl hy by 'n werkgewer in die Nywerheid in diens is nie.

(3) Geen werkgewer mag werk uitbestee nie tensy dit in 'n fabriek soos omskryf in artikel 3 van Hoofstuk 1 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verrig word.

10. WERKURE EN OORTYDWERK

(1) (a) Die getal werkure per week ten opsigte waarvan minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, is hoogstens 42, wat, behoudens paragraaf (b), as gewone werkure geag moet word.

(b) Die gewone werkure in 'n week kan op las van die werkgewer oor 'n hele week verdeel word. Die werkgewer moet op 'n opvallende plek in sy bedryfsinrigting 'n kennisgewing vertoon wat die tyd aandui wat elke dag gedurende die volgende week deur elke werknemer gewerk moet word: Met dien verstande dat, behoudens subklousule (1) (c), die gewone daaglikse werkure hoogstens soos volg moet wees:

(i) Vyf uur op een dag in 'n week en agt uur op die vorige dae van daardie week, in die geval van bedryfsinrigting waarin werknemers gewoonlik ses dae per week werk;

(ii) nege ure op 'n dag, in die geval van bedryfsinrigtings waarin werknemers gewoonlik hoogstens vyf dae per week werk.

(c) Enige tyd wat bo die gewone werkure op 'n weekdag gewerk word, moet geag word oortyd te wees en betaling daarvoor moet geskied teen een en 'n derde maal die uurloon ten opsigte van die eerste drie uur van sodanige oortydwerk en een en 'n half maal die uurloon ten opsigte van enige verdere oortyd op daardie dag gewerk. Enige tyd wat bo die gewone werkure in 'n week gewerk word, moet geag word oortyd te wees en betaling daarvoor moet geskied teen een en 'n derde maal die uurloon ten opsigte van die eerste drie uur van sodanige oortydwerk en teen een en 'n half maal die uurloon ten opsigte van enige verdere ure oortyd in daardie week gewerk: Met dien verstande dat as oortyd-betaling wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die grondslag wat vir die werknemer die gunstigste is, aangeneem moet word.

(d) Die maksimum getal ure, met inbegrip van oortyd, wat in 'n week gewerk mag word, is 52.

(e) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder een etenspouse van minstens een uur nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en daar word geag dat sodanige pouse nie deel van die gewone werkure of oortyd uitmaak nie: Met dien verstande dat—

(i) werktye wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(ii) indien sodanige pouse langer as een uur is, enige tydperk van meer as een en 'n kwart uur geag word as tyd gewerk;

(iii) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen werk doen nie behalwe om in bevel te wees of te bly van die voertuig en sy vrag, as daar is, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie:

Voorts met dien verstande dat 'n werkgewer en minstens 75 persent van sy werknemers kan ooreenkom om sodanige pouse tot minstens 'n halfuur te verkort, en in daardie geval en nadat die werkgewer die Raad skriftelik daarvan in kennis gestel het, kan die pouse aldus verkort word en in so 'n geval—

(i) word werktydperke wat deur pouses van minder as 'n halfuur onderbreek word, as aaneenlopend geag; en

(ii) indien sodanige pouse langer as 'n halfuur is, word enige tydperk van meer as 'n driekwartier geag tyd gewerk te wees.

(f) An employer shall grant to each of his employees a rest interval of not less than 10 minutes at as nearly as practicable—

- (i) in the middle of each first work period in a day;
- (ii) in the middle of each second work period in a day;

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

(g) An employer shall permit his employees to stop work 10 minutes before the time his factory closes in the afternoon to enable employees to wash, save that in the event of the factory working overtime the employer shall permit his employees to stop work 10 minutes before the overtime is scheduled to stop. Such 10 minutes shall be counted as time worked.

(h) Save as provided in paragraphs (e) and (f), all hours of work shall be consecutive.

(i) No female employee shall be required or permitted to work—

- (i) between 18h00 and 06h00; or
- (ii) after 13h00 on more than five days in any week.

(j) No female employee shall be required or permitted to work overtime—

- (i) for more than two hours on any day; save that an employee who works a five-day week may work up to five hours overtime on a Saturday;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year;
- (iv) after completion of her usual working hours for more than one hour on any day unless the employer has—

(aa) given notice thereof to such employee before midday; or

(ab) provided such employee with an adequate meal before she has to commence overtime; or

(ac) paid such employee an allowance of 75c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(k) For the purposes of subclause (1) (a) of this clause, an employee who does not work on any public holiday referred to in clauses 10 (5) and 11 (1) or who on such holiday works less than his usual working hours for the day of the week on which such holiday falls shall be deemed to have worked his usual working hours on that day.

(2) Whenever an employee works on a Sunday, his employer shall pay him not less than double the remuneration payable in respect of the period usually worked by him on a full weekday whether or not the employee has on such Sunday worked all his usual daily working hours. Any time worked on such Sunday in excess of the usual daily working hours shall be paid for at double the hourly wage. Whenever an employee works on Good Friday, Easter Monday, Ascension Day, the day after Ascension Day, Republic Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.

(3) Where, through business exigencies or otherwise, there is a shortage of work in an establishment, the work available shall, as far as possible, be evenly distributed by the employer amongst the employees concerned.

(4) An employee who on any day reports for duty at the usual starting time of an establishment and for whom no work is available, shall be paid in respect of such day the wages he would have earned up to the time the factory closes for the midday break, or if a Saturday, the time the factory closes, unless he was notified by his employer 24 hours previously that his services would not be required.

(5) An employer may close his factory on any public holiday falling on a Monday. If one calendar week's notice is given, no payment or remuneration need be made: Provided that such public holiday is not one of those referred to in clause 11 (1): Provided further that the employer shall allow his employees to work in the time lost at the rate of two hours per day within a period of two calendar weeks before and two calendar weeks after such holiday, payment for time

(f) 'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik—

- (i) aan die middel van elke eerste werktydperk op 'n dag;
- (ii) aan die middel van elke tweede werktydperk op 'n dag;

waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie en daardie ruspouse moet as deel van die gewone werkure geag word.

(g) 'n Werkgewer moet sy werknemers toelaat om 10 minute voor die tyd wat sy fabriek in die namiddag sluit, op te hou werk om hulle in staat te stel om te was, met die voorbehoud dat ingeval daar in 'n fabriek oortydgewerk word, die werk-gewer sy werknemers moet toelaat om op te hou werk 10 minute voordat die oortydwerk moet eindig. Sodanige 10 minute moet gereken word as tyd gewerk.

(h) Behoudens paragrawe (e) en (f), moet alle werkure agtereenvolgend wees.

(i) Daar mag van geen vroulike werknemer vereis word of sy mag nie toegelaat word om soos volg te werk nie:

- (i) Tussen 18h00 en 06h00; of
- (ii) na 13h00 op meer as vyf dae in 'n jaar.

(j) Daar mag van geen vroulike werknemer vereis word of sy mag nie toegelaat word om oortydwerk soos volg te verrig nie:

- (i) Langer as twee uur op 'n dag; met die voorbehoud dat 'n werknemer wat vyf dae per week werk tot vyf uur oortydwerk op 'n Saterdag mag verrig;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as 60 dae in 'n jaar;
- (iv) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy die werk-gewer—

(aa) sodanige werknemer voor middag daarvan in kennis gestel het; of

(ab) aan sodanige werknemer 'n voldoende ete verskaf het voordat sy met oortydwerk moet begin; of

(ac) sodanige werknemer betyds 'n toelae van 75c betaal het om haar in staat te stel om 'n ete te nuttig voordat die oortydwerk moet begin.

(k) Vir die toepassing van subklousule (1) (a) van hierdie klousule, moet 'n werknemer wat nie op 'n openbare vakansiedag in klousules 10 (5) en 11 (1) bedoel werk nie, of op daardie openbare vakansiedag minder werk as sy gewone werkure vir die dag van die week waarop daardie vakansiedag val, geag word sy gewone werkure vir daardie dag te gewerk het.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer hom minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n volle weekdag werk, afgesien daarvan of die werknemer op dié Sondag al sy gewone daaglikse werkure gewerk het of nie. Vir alle tyd wat op dié Sondag meer as die gewone daaglikse werkure gewerk word, moet teen dubbel die uurloon betaal word. Wanneer 'n werknemer op Goede Vrydag, Paasmaandag, Hemelvaartsdag, die dag na Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet sy werk-gewer hom vir die week waarin so 'n dag val minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer daar weens omstandighede in die bedryf of 'n ander rede 'n tekort aan werk in 'n bedryfsinrigting is, moet die werk-gewer die werk sover moontlik gelykop verdeel onder die betrokke werknemers.

(4) 'n Werknemer wat hom op 'n dag by die gewone aanvangs tyd van 'n bedryfsinrigting vir werk aanmeld en vir wie geen werk beskikbaar is nie, moet ten opsigte van daardie dag die loon betaal word wat hy sou verdien het totdat die fabriek vir die middagpouse sluit of, op 'n Saterdag, tot die tyd waarop die fabriek sluit, tensy die werk-gewer hom 24 uur vantevore in kennis gestel het dat sy dienste nie nodig sal wees nie.

(5) 'n Werk-gewer het die reg om sy fabriek te sluit op 'n openbare vakansiedag wat op 'n Maandag val. Indien een kalenderweek kennis gegee word, is geen betaling van besoldiging nodig nie: Met dien verstande dat sodanige openbare vakansiedag nie een is wat in klousule 11 (1) bedoel word nie: Voorts met dien verstande dat die werk-gewer sy werknemers moet toelaat om die verlore tyd in te werk teen twee uur per dag binne 'n tydperk van twee kalenderweke voor en twee

so worked to be at ordinary rates of remuneration. If the employer does not arrange for his employees to so work, they shall be paid for the holiday as an ordinary working day within two weeks thereof.

(6) The provisions of this clause shall not apply to a night watchman: Provided, however, that a watchman who works a seven-day week shall be granted one day off per week on full pay or be paid a double day's pay for one day if he is required to work a seven-day week.

11. ANNUAL LEAVE

(1) Good Friday, Easter Monday, Ascension Day, the day after Ascension Day, Republic Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays whether or not such holidays fall on a working day. Pay for such holiday shall be the amount paid for the longest day ordinarily worked by the establishment.

Should any of the holidays mentioned in the preceding paragraph fall within the period of annual leave, the employer shall have the option whether or not to extend such leave on full pay by one or more of such holidays: Provided that, if the employer does not extend the leave, the employee's holiday pay shall be calculated as if such leave had been extended and the employee shall, in addition, be paid in the usual way for all time worked before and after going on leave.

(2) (a) Every employer shall grant to each of his employees annual leave on full pay of 15 consecutive working days in the case of an establishment working a five-day week and 18 working days in the case of an establishment working a six-day week. Such leave shall commence on a date arranged between the employer and the employee, but shall not be taken later than 14 months from the date the employee last qualified for leave in terms of paragraph (b) hereof or from the date the employee entered the service of the employer, whichever date shall be the later. The employee shall have the right to nominate a date three months in advance on which he shall commence his leave: Provided that the employer shall always have the right to close his establishment for the period of annual leave on giving to his employees three months' notice of his intention to do so: Provided further that any nomination by an employee shall not prejudice the employer's right to close his factory.

(b) Qualification for such holiday shall be 52 weeks' continuous employment with the same employer, reckoned from the date on which his last annual leave fell due or from the date he entered the service of the employer, whichever date shall be the later: Provided, however, that should an employee's services amount to less than 52 weeks at the date on which the employer has elected to close his establishment for annual leave, he shall be granted leave for the period of the closing and shall be paid a pro rata amount assessed in terms of paragraph (d) (ii) of this subclause.

(c) Any period during which an employee—

- (i) is on leave in terms of this clause; or
- (ii) undergoes military service in pursuance of the Defence Act, 1957, amounting in any one year to not more than four months; or
- (iii) is absent from work on the instructions or at the request of the employer; or
- (iv) is absent from work owing to illness not exceeding 30 working days during any 12 months of employment; or
- (v) is under notice or is being paid as a result of a fire in terms of clause 23;

shall be deemed to be employment for the purposes of paragraphs (b) and (d) of this subclause.

(d) Upon termination of employment, the employer shall pay to the employee holiday pay—

- (i) in full in respect of any period of leave which has accrued to him in terms of subclause 2 (a) of this clause but was not granted before the date of termination of the employment; and

kalenderweke na sodanige vakansiedag, en besoldiging vir tyd aldus gewerk moet geskied teen gewone skale van besoldiging. Indien die werkgewer nie reël dat sy werknemers aldus werk nie, moet hulle binne twee weke daarvan vir die vakansiedag besoldig word asof dit 'n gewone werkdag was.

(6) Hierdie klousule is nie op 'n nagwag van toepassing nie: Met dien verstande egter dat 'n nagwag wat sewe dae per week werk, een diensvrye dag per week met volle besoldiging toegestaan word of twee maal die dag se besoldiging betaal word vir een dag, indien daar van hom vereis word om sewe dae per week te werk.

11. JAARLIKSE VERLOF

(1) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die dag na Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging, afgesien daarvan of sodanige vakansiedag op 'n werkdag val of nie. Besoldiging vir sodanige vakansiedag is die bedrag wat betaal word vir die langste dag wat gewoonlik deur die bedryfsinrigting gewerk word.

Indien enige van die vakansiedae in die vorige paragraaf genoem binne die tydperk van die jaarlikse verlof val, het die werkgewer die keuse om sodanige verlof te verleng al dan nie met een of meer sodanige vakansiedae teen volle besoldiging: Met dien verstande dat, indien die werkgewer nie die verlof verleng nie, die werknemer se vakansiebesoldiging bereken moet word asof sodanige verlof verleng was en daarbenewens moet die werknemer op die gewone wyse betaal word vir enige tyd gewerk voordat en nadat hy met verlof gegaan het.

(2) (a) Elke werkgewer moet aan elkeen van sy werknemers 15 agtereenvolgende werkdae jaarliks verlof met volle besoldiging toestaan in die geval van 'n bedryfsinrigting wat vyf dae in 'n week werk, en 18 werkdae in die geval van 'n bedryfsinrigting wat ses dae in 'n week werk. Sodanige verlof moet begin op 'n datum waaroor die werkgewer en die werknemer onderling ooreengekom het, maar dit mag nie later geneem word nie as 14 maande vanaf die datum waarop die werknemer laas kragtens paragraaf (b) hiervan op verlof geregtig geword het, of vanaf die datum waarop die werknemer by sy werkgewer in diens getree het, naamlik die jongste datum. Die werknemer het die reg om drie maande vooruit 'n datum aan te dui waarop sy verlof moet begin: Met dien verstande dat die werkgewer hom altyd die reg kan voorbehou om sy bedryfsinrigting vir die tydperk van jaarlikse verlof te sluit as hy drie maande vooruit aan sy werknemers kennis gee van sy voorneme om dit te doen: Voorts met dien verstande dat 'n aanduiding deur 'n werknemer nie afbreuk mag doen aan die werkgewer se reg om sy fabriek te sluit nie.

(b) Om vir dié verlof in aanmerking te kom, is 52 weke ononderbroke diens by dieselfde werkgewer nodig, gereken vanaf die datum waarop hy laas op jaarlikse verlof geregtig geword het of vanaf die datum waarop hy by sy werkgewer in diens getree het, naamlik die jongste datum: Met dien verstande egter dat as 'n werknemer minder as 52 weke diens het op die datum waarop die werkgewer besluit het om sy bedryfsinrigting vir jaarlikse verlof te sluit, hy verlof vir die sluitings-tyd toegestaan en 'n pro rata-bedrag betaal word wat ooreenkomstig paragraaf (d) (ii) van hierdie klousule bereken is.

(c) Enige tydperk waarin 'n werknemer—

- (i) kragtens hierdie klousule met verlof afwesig is; of
- (ii) ingevolge die Verdedigingswet, 1957, vir altesaam hoogstens vier maande in 'n bepaalde jaar militêre diens ondergaan; of
- (iii) op las of op versoek van sy werkgewer van sy werk afwesig is; of
- (iv) van sy werk afwesig is weens siekte wat altesaam hoogstens 30 werkdae gedurende enige 12 maande diens beloop; of
- (v) kennis van diensopsegging gegee of ontvang het of waarin hy as gevolg van brand ooreenkomstig klousule 23 betaal word;

moet vir die toepassing van paragrawe (b) en (d) van hierdie subklousule as diens gereken word.

(d) By diensbeëindiging moet die werkgewer aan die werknemer—

- (i) volle vakansiebesoldiging betaal ten opsigte van enige tydperk van verlof wat ooreenkomstig subklousule 2 (a) van hierdie klousule aan hom toegeval het, maar nog nie voor die datum van diensbeëindiging aan hom toegestaan is nie; en

(ii) at the rate of 3/52nds of the weekly wage in respect of each completed week worked, and at the rate of 5¼ per cent of the weekly wage received in respect of each incomplete week worked with the employer after the date on which he last became entitled to leave in terms of paragraph (a), or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

(e) No employee shall, for remuneration, engage in his normal occupation during his annual leave, and no employer shall permit any employee covered by this Agreement to engage in his normal occupation during his annual leave.

(f) Holiday pay in terms of subclause (2) (a) and (d) (i) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and shall be paid not later than the last working day before the commencement of the said period of leave.

(g) The period of leave shall not be concurrent with any period during which an employee is under notice of termination of employment, or is undergoing military service in pursuance of the Defence Act, 1957.

12. TERMINATION OF EMPLOYMENT

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment shall give—

(a) during the first month of employment, 24 hours' notice;

(b) after the first month of employment, one week's notice;

of his intention to terminate the contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of 24 hours' notice, the daily wage which the employee is receiving at the date of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the date of such termination;

Provided that this shall not affect—

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

(ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than prescribed in this clause;

(ac) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by any employee;

Provided further that an employer may not deduct more than the employee's remuneration equivalent to the period of notice the employee is required to give in terms of this clause.

(2) Where there is an agreement in terms of item (ab) of the first proviso to subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall, in the case of a weekly paid employee, be given on or before the usual day on which the remuneration is paid and shall commence to run from the day after such day: Provided—

(i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave in terms of clause 11, or any period of military service in pursuance of the Defence Act, 1957; and

(ii) that notice shall not be given during an employee's absence during the first 14 days of any illness, provided the employee has submitted a doctor's certificate within three days of absence.

(4) The notice prescribed in this clause shall be in writing, in the form prescribed in Annexure C to this Agreement. One copy shall be retained by the employer and the other shall be forwarded to the Council.

13. CERTIFICATE OF SERVICE

(1) Every employee shall be provided by the Council with a book in the form of Annexure A hereto, and the employer shall complete the necessary particulars in the employee's book on termination of service,

(ii) vakansiebesoldiging betaal teen 3/52stes van die weekloon ten opsigte van elke volle week gewerk, en teen 5¼ persent van die weekloon ontvang ten opsigte van elke onvoltooide week wat hy by die werkgewer gewerk het na die datum waarop hy laas op verlof ooreenkomstig paragraaf (a) geregtig geword het of, in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens.

(e) Geen werknemer mag gedurende sy jaarlikse verlof teen besoldiging in sy gewone beroep werk nie, en geen werkgewer mag 'n werknemer wat deur hierdie Ooreenkoms gedek word, toelaat om gedurende sy jaarlikse verlof in sy gewone beroep te werk nie.

(f) Vakansiebesoldiging ooreenkomstig subklousule (2) (a) en (d) (i) moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval, en moet betaal word voor of op die laaste werkdag voor die aanvang van genoemde verloftydperk.

(g) Die verlof mag nie saamval met 'n tydperk waarin 'n werknemer kennis van diensopsegging gegee of ontvang het of militêre diens verrig ingevolge die Verdedigingswet, 1957, nie.

12. DIENSBEËINDIGING

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste maand diens, 24 uur,

(b) na die eerste maand diens, een week,

vooraf kennis gee van sy voorneme om die kontrak te beëindig, of 'n werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, die werknemer minstens die volgende te betaal of minstens die volgende aan die werkgewer te betaal of te verbeur, na gelang van die geval:

(i) In die geval van 24 uur kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat dit nie die volgende raak nie:

(aa) Die reg van 'n werkgewer of werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ab) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur aan albei kante en wat langer is as dié wat in hierdie klousule voorgeskryf word;

(ac) enige verbeuring of boetes wat volgens wet van toepassing mag wees op 'n werknemer wat dros;

Voorts met dien verstande dat 'n werkgewer nie 'n groter deel van die werknemer se besoldiging mag aftrek as wat ooreenkom met die kennisgewingstermyn wat die werknemer ingevolge hierdie klousule moet gee nie.

(2) Waar daar 'n ooreenkoms bestaan kragtens item (ab) van die eerste voorsieningsbepaling van subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing ooreenkom met die kennisgewingstermyn waarvoor ooreengekom is.

(3) Die kennis voorgeskryf in subklousule (1) moet, in die geval van 'n weekliks besoldigde werknemer, voor of op die gewone betaaldag gegee word en moet van krag word vanaf die dag na sodanige dag: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, 'n kennis ook nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 11, of enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957; en

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid gedurende die eerste 14 dae van enige siekte, mits die werknemer 'n doktersertifikaat binne drie dae na afwesigheid ingedien het.

(4) Die kennisgewing in hierdie klousule voorgeskryf, moet op skrif gestel word en wel in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms. Een kopie moet deur die werkgewer behou en die ander aan die Raad gestuur word.

13. DIENSSERTIFIKAAT

(1) Elke werknemer moet deur die Raad voorsien word van 'n boek in die vorm van Aanhangsel A hiervan, en die werkgewer moet by diensbeëindiging die nodige besonderhede in die werknemer se boek inskryf.

(2) The employer shall, before engaging an applicant for work, require such applicant to produce his book completed or issued in accordance with the provisions of subclause (1) of this clause or a certificate signed by the Secretary of the Council specifying the length of previous experience (if any), which shall be reckoned for the purpose of determining the wage payable to the applicant: Provided that in the case of an applicant who has not been engaged previously in the Industry, no certificate shall be required.

14. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person.

(2) The Council shall fix 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 a licence of exemption signed by him, setting but—

- (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 subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

15. EMPLOYEES' REPRESENTATIVE ON THE COUNCIL

Every employer shall grant to any of his employees who is a representative on the Council every reasonable facility to attend to his duties in connection with the Council.

16. COUNCIL FUNDS

For the purposes of meeting the expenses of the Council, every employer shall deduct 7c per week from the earnings of each of his employees.

To the amount so deducted, the employer shall add a like amount per week per employee and forward month by month, not later than the 10th day of each subsequent month, the total sum to the Secretary of the Council, P.O. Box 4172, Johannesburg, together with a statement giving the names of employees and the period covered by the payment.

Such deduction and addition shall also be made when an employee is being paid in terms of clauses 11, 12 and 23 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages.

The Council may, whenever it considers such a step necessary, either reduce the amount to be deducted or suspend deductions for a period or periods which it shall specify.

17. TRADE UNION SUBSCRIPTIONS

Every employer shall deduct weekly from the earnings of each of his employees, current subscription fees due to the trade union by his employees in accordance with the rates of fees payable as notified to the employer by the Secretary of the S.A. Canvas and Ropeworkers' Union from time to time.

The employer shall forward to the Secretary of the S.A. Canvas and Ropeworkers' Union, 25 Criterion Place, 156 Jeppe Street, Johannesburg, the amounts deducted not later than the 10th day of each subsequent month, together with a statement giving the names of the employees and the period covered by the payment.

Such deduction shall also be made when an employee is being paid in terms of clauses 11, 12 and 23 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages.

This clause shall not apply to foremen or labourers.

(2) Voordat hy 'n aansoeker om werk in diens neem, moet die werkgever van dié aansoeker vereis om sy boek waarin besonderhede ingeskryf is of wat uitgereik is ooreenkomstig subklousule (1) van hierdie klousule, in te lewer, of om 'n sertifikaat voor te lê wat geteken is deur die Sekretaris van die Raad en waarin vermeld word die duur van vorige ondervinding (as daar was), wat ingereken moet word om die loon te bereken wat aan die aansoeker betaalbaar is: Met dien verstande dat geen sertifikaat vereis mag word in die geval van 'n aansoeker wat nie voorheen in die Nywerheid in diens was nie.

14. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad aan of ten opsigte van enigen vrystelling van enige bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes vasstel waarop die vrystelling verleen word asook die tydperk waarvoor die vrystelling van krag is: Met dien verstande dat die Raad na goedvinde en nadat een week skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat, deur hom onderteken, uitreik waarin die volgende vermeld word:

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop die vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle vrystellingsertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke vrystellingsertifikaat wat uitgereik word, 'n kopie bewaar; en
- (c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.

15. WERKNEMERS SE VERTEENWOORDIGER IN DIE RAAD

Elke werkgever moet aan enigen van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die Raad se werk na te kom.

16. FONDSE VAN DIE RAAD

Om die uitgawes van die Raad te bestry, moet elke werkgever 7c per week aftrek van die verdienste van elkeen van sy werknemers.

By die bedrag wat aldus afgetrek is, moet die werkgever 'n bedrag wat daaraan gelyk is per week per werknemer voeg en elke maand voor of op die 10de dag van elke daaropvolgende maand, die totale bedrag aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur, saam met 'n staat wat die name van die werknemers vermeld en die tydperk wat deur die betaling gedek word.

Sodanige bedrae moet afgetrek en bygevoeg word ook wanneer 'n werknemer kragtens klousules 11, 12 en 23 van hierdie Ooreenkoms besoldig word en moet ten volle afgetrek en bygevoeg word, selfs in die geval van 'n werknemer wat minder as 'n volle week se loon betaal word.

Die Raad kan, wanneer hy so 'n stap nodig ag, of die bedrag wat afgetrek moet word, verminder, of die aftrekkings opskort vir 'n tydperk of tydperke wat deur die Raad bepaal moet word.

17. VAKVERENIGINGLEDGELD

Elke werkgever moet weekliks van die verdienste van elkeen van sy werknemers die lopende ledegeld wat deur sy werknemers aan die vakvereniging verskuldig is, aftrek in ooreenstemming met die ledegeldvoorskrifte waarvan die Sekretaris van die S.A. Canvas and Ropeworkers' Union die werkgever van tyd tot tyd in kennis moet stel.

Die werkgever moet die bedrae wat afgetrek is voor of op die 10de dag van elke daaropvolgende maand aan die Sekretaris van die S.A. Canvas and Ropeworkers' Union, 25 Criterion Place, Jeppestraat 156, Johannesburg, stuur, saam met 'n staat wat die name van die werknemers vermeld en die tydperk wat deur die betaling gedek word.

Sodanige bedrag moet afgetrek word ook wanneer 'n werknemer kragtens klousules 11, 12 en 23 van hierdie Ooreenkoms besoldig word en moet ten volle afgetrek word, selfs in die geval van 'n werknemer wat minder as 'n volle week se loon betaal word.

Hierdie klousule is nie op voormanne of arbeiders van toepassing nie.

18. MEMBERSHIP OF TRANSVAAL CANVAS GOODS MANUFACTURERS' ASSOCIATION AND SOUTH AFRICAN CANVAS AND ROPEWORKERS' UNION

(1) No member of the South African Canvas and Rope-workers' Union shall accept employment with any employer who is not a member of the Transvaal Canvas Goods Manufacturers' Association, and no member of the Transvaal Canvas Goods Manufacturers' Association shall give employment to any employee who is not a member of the South African Canvas and Ropeworkers' Union.

(2) Proof of membership of the South African Canvas and Ropeworkers' Union shall be production of a membership card for the current year.

(3) This clause shall not apply to foremen or labourers, nor where, in the opinion of the Council, membership of a party to this Agreement has been refused without reasonable cause, and the applicant has reported such refusal to the Council within 14 days thereof.

(4) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the South African Canvas and Ropeworkers' Union to become a member of it, the provisions of this section shall immediately come into operation.

19. PERSONS UNDER 15

No employer shall employ in his establishment a person under the age of 15 years.

20. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed a legible copy of this Agreement in both official languages in his establishment in a conspicuous place, where it is readily accessible to his employee.

21. SICK FUND

(1) The Canvas Goods Sick Fund (hereinafter referred to as the "Fund"), established under Government Notice R. 2084 of 29 December 1939, is hereby continued.

(2) For the purpose of meeting the expenses of the Fund, every employer shall make the following contributions in respect of employees actually being paid the remuneration stated below, one-half of which shall be deductible from the remuneration of the employee:

<i>Wages per week</i>	<i>Weekly contributions payable</i>
	R
Not exceeding R21,50.....	0,44
From R21,51 to R29.....	0,64
From R29,01 to R31.....	0,80
From R31,01 to R46.....	0,88
From R46,01 to R51.....	0,92
From R51,01 upwards.....	1,20

Stamps having a face value equal to the weekly contribution in respect of each employee shall be purchased by the employer from the Council and inserted by him in such employee's Sick Fund book not later than the last day of the month in respect of which the contributions are due. Such books shall be provided by the Council free of charge and the stamps inserted therein shall constitute, for the purpose of determining the benefits to which the employee is entitled, a *prima facie* record of the contributions made in respect of such employee.

Such contributions shall also be made when an employee is being paid in terms of clauses 11, 12 and 23 of this Agreement and shall be made in full even in the event of any employee being paid less than a full week's wages.

(3) All moneys received into the Fund shall be deposited in a special account to be opened at a bank registered under the Banking Act and nominated by the Council.

(4) All payments out of the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Chairman or Vice-Chairman and countersigned by the Secretary or Assistant Secretary of the Council.

(5) The Fund shall be administered by the Council.

(6) The Council may frame regulations for the carrying out of the objects of the Fund.

18. LIDMAATSKAP VAN TRANSVAAL CANVAS GOODS MANUFACTURERS' ASSOCIATION EN SOUTH AFRICAN CANVAS AND ROPEWORKERS' UNION

(1) Geen lid van die South African Canvas and Rope-workers' Union mag werk aanvaar by 'n werkgever wat nie lid van die Transvaal Canvas Goods Manufacturers' Association is nie, en geen lid van die Transvaal Canvas Goods Manufacturers' Association mag 'n werknemer in diens neem wat nie lid van die South African Canvas and Ropeworkers' Union is nie.

(2) Bewys van lidmaatskap van die South African Canvas and Ropeworkers' Union word gelewer deur die voorlegging van 'n lidmaatskapkaartjie vir die lopende jaar.

(3) Hierdie klousule is nie op voormanne of op arbeiders van toepassing nie, ook nie wanneer lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder redelike grond geweier is en die aansoeker dié weiering binne 14 dae daarna aan die Raad gerapporteer het nie.

(4) Hierdie klousule is nie op 'n immigrant van toepassing gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika nie: Met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande van die datum waarop hy in die Nywerheid in diens getree het, weier om op uitnodiging van die South African Canvas and Ropeworkers' Union lid van die vakvereniging te word, hierdie klousule onmiddelik in werking tree.

19. PERSONE ONDER 15 JAAR

Geen werkgever mag 'n persoon onder die leeftyd van 15 jaar in sy bedryfsinrigting in diens neem nie.

20. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in 'n opvallende plek in sy bedryfsinrigting wat vir sy werknemers maklik toeganklik is, opplak en opgeplak hou.

21. SIEKEFONDS

(1) Die Seilwaresiekiefonds (hierna die "Fonds" genoem), ingestel by Goewermmentskennisgewing R. 2084 van 29 Desember 1939, word hierby voortgesit.

(2) Om die uitgawes van die Fonds te bestry, moet elke werkgever die volgende bydraes betaal ten opsigte van werknemers wat ondergenoemde lone verdien, en die helfte van die bydrae moet van die besoldiging van die werknemer afgetrek kan word:

<i>Loon per week</i>	<i>Weeklikse bydraes betaalbaar</i>
	R
Hoogstens R21,50.....	0,44
Van R21,51 tot R29.....	0,64
Van R29,01 tot R31.....	0,80
Van R31,01 tot R46.....	0,88
Van R46,01 tot R51.....	0,92
R51,01 en hoër.....	1,20

Seëls moet 'n nominale waarde wat gelyk is aan die weeklikse bydrae ten opsigte van elke werknemer, moet deur die werkgever van die Raad gekoop word en deur hom voor of op die laaste dag van die maand ten opsigte waarvan die bydraes verskuldig is, in daardie werknemer se Siekefonds geplak word. Sodanige boeke moet gratis deur die Raad verskaf word en die seëls wat daarin geplak is, vorm vir die bepaling van die voordele waarop die werknemer geregtig is, 'n *prima facie*-staat van die bydraes wat ten opsigte van sodanige werknemer gemaak is.

Sodanige bydraes moet gemaak word ook wanneer 'n werknemer kragtens klousules 11, 12 en 23 van hierdie Ooreenkoms besoldig word en moet ten volle afgetrek word, selfs in die geval van 'n werknemer wat minder as 'n volle week se loon betaal word.

(3) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n spesiale rekening wat geopen moet word by 'n bank wat ingevolge die Bankwet geregistreer en deur die Raad aangewys is.

(4) Alle betalings uit die Fonds moet geskied per tjek wat op die Fonds se rekening getrek word. Alle sodanige tjeks moet deur die Voorsitter of Ondervoorsitter onderteken en deur die Sekretaris of Assistent-sekretaris van die Raad mede-onderteken word.

(5) Die Fonds word deur die Raad geadministreer.

(6) Die Raad kan regulasies opstel om uitvoering aan die doelstellings van die Fonds te gee.

A copy of such regulations and any amendment thereto shall be lodged with the Secretary of Labour, Pretoria.

(7) Immediately a person ceases to be an employee in the Industry he or she shall have no claim whatsoever on the funds or benefits of the Fund.

(8) A public accountant whose remuneration shall be decided by the Council, shall be appointed annually.

The public accountant shall audit the accounts of the Fund annually, and not later than 1 March in each year prepare a statement showing—

(a) all moneys received—

(i) in terms of subclause (2) hereof;

(ii) from any other source; and

(b) expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, within three months after the close of the period covered by it.

(9) All administrative charges, banking and audit charges shall be a charge upon the Fund.

(10) Save as provided in subclause (11) (c) (xi) of this clause, benefits shall cease when the funds in hand drop to less than R1 500 and shall not be resumed until the funds in hand amount to not less than R2 000. Any benefits, to payment of which an employee would have been entitled immediately but for this subclause, shall become a first charge on the Fund when payments are resumed.

(11) Subject to the regulations of the Fund referred to in subclause (6) of this clause, the Fund provides for the following minimum benefits to all employees in the Industry:

(a) All employees in respect of whom 13 consecutive weekly contributions have been paid shall be entitled to—

(i) free consecutive services of the medical officer of the Fund;

(ii) a refund of the fees for medical specialists' services during each 12 months, calculated from 1 January 1978, at full cost for the first two visits and then at half cost for a further two visits: Provided that such services are obtained on the recommendation of the medical officer of the Fund;

(iii) free conveyance to hospital by ambulance;

(iv) free medicines: Provided that such medicines are prescribed by the medical officer of the Fund: Provided further that employees shall pay the chemist or the doctor, if the latter supplies the medicine or injection material, as follows per prescription or per injection:

Labourers shall pay 30c;

all other employees shall pay R1,20; or the value of the prescription or injection material, whichever is the lesser;

(v) free dental extractions under local anaesthesia, plastic fillings and scaling of teeth by the dental officer of the Fund only;

(vi) half the cost of ophthalmic surgeon's consultation charges, provided such services were obtained on the recommendation of the medical officer of the Fund or optician of the Fund;

(vii) free chiropractic treatment;

(viii) death benefit of R200 for all employees on production of a death certificate certifying that the employee has died: Provided that such employee has had five years' continuous employment in the Industry at the date of death. For this purpose all periods of employment in the Industry and absences from any causes up to a six-month period in all, provided that the employee returned to the Industry after each absence, shall be reckoned as continuous employment.

In the case of a deceased employee the benefit shall be paid to the surviving spouse and in the event of there being no surviving spouse to the deceased estate: Provided that in cases of death where the estate is required to be dealt with by the Commissioner, such benefit shall be paid to the said Commissioner for the benefit of the deceased's estate;

(ix) hospitalisation costs to the extent of not less than R4 and not exceeding R8 (such amount to be decided upon by the Council) against production of the hospital account for each day they remain in hospital, up to a maximum payment for 14 days during each 24 months from 1 May 1978;

'n Kopie van dié regulasies en elke wysiging daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(7) Sodra 'n persoon ophou om 'n werknemer in die Nywerheid te wees, het hy of sy geen aanspraak hoegenaamd op die fondse of bystand van die Fonds nie.

(8) 'n Openbare rekenmeester wie se besoldiging deur die Raad vasgestel moet word, moet jaarliks aangestel word.

Die openbare rekenmeester moet die rekenings van die Fonds jaarliks ouditeer en voor of op 1 Maart van elke jaar 'n staat opstel wat die volgende aantoon:

(a) Alle geld ontvang—

(i) ingevolge subklousule (2) hiervan;

(ii) uit enige ander bron; en

(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op die voorgaande 31 Desember geëindig het, saam met 'n balansstaat wat die bates en laste van die Fonds aantoon. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word binne drie maande na die einde van die tydperk wat daardeur gedek word.

(9) Alle administrasie-, bank- en ouditeurskoste kom ten laste van die Fonds.

(10) Behoudens subklousule (11) (c) (xi) van hierdie klousule moet bystand gestaak word wanneer die beskikbare fondse tot minder as R1 500 daal en nie hervat word voordat die beskikbare fondse minstens R2 000 bedra nie. Enige bystand waarop 'n werknemer onmiddellik geregtig sou gewees het as dit nie vir hierdie subklousule was nie, vorm 'n eerste las teen die Fonds wanneer uitbetalings hervat word.

(11) Behoudens die regulasies van die Fonds in subklousule (6) van hierdie klousule genoem, maak die Fonds voorsiening vir die volgende minimum bystand aan alle werknemers in die Nywerheid:

(a) Alle werknemers ten opsigte van wie 13 agtereenvolgende weeklikse bydraes betaal is, is geregtig op—

(i) gratis konsultasiedienste van die Fonds se mediese beampte;

(ii) terugbetaling van die geld vir mediese spesialiste se dienste gedurende elke 12 maande, gereken vanaf 1 Januarie 1978, teen volle koste vir die eerste twee besoeke en daarna teen halfkoste vir 'n verdere twee besoeke: Met dien verstande dat sodanige dienste verkry word op aanbeveling van die mediese beampte van die Fonds;

(iii) gratis ambulansvervoer na die hospitaal;

(iv) gratis medisyne: Met dien verstande dat dié medisyne deur die Fonds se mediese beampte voorgeskryf is: Voorts met dien verstande dat werknemers die apteker of die dokter, indien laasgenoemde die medisyne of inspuitmateriaal verskaf, soos volg per voorskrif of per inspuiting moet betaal:

Arbeiders betaal 30c;

alle ander werknemers betaal R1,20; of die waarde van die voorskrif of inspuitmateriaal, naamlik die laagste bedrag;

(v) gratis tandtrek onder plaaslike verdoving, plastiekvullings en skraap van die tande slegs deur die tandheelkundige beampte van die Fonds;

(vi) die helfte van die koste van oogartse se konsultasiegeld, mits dié dienste verkry is op aanbeveling van die mediese beampte of optisiën van die Fonds;

(vii) gratis chiropraktiese behandeling;

(viii) sterftebystand van R200 vir alle werknemers by voorlegging van 'n sterftesertifikaat wat sertifiseer dat die werknemer oorlede is: Met dien verstande dat sodanige werknemer op die datum van sy dood vyf jaar ononderbroke diens in die Nywerheid gehad het. Vir hierdie doel word alle diensydperke in die Nywerheid en afwesighede om water redes ook al tot en met 'n tydperk van ses maande altesaam, mits die werknemer na elke afwesigheid na die Nywerheid teruggekeer het, as ononderbroke diens gereken.

In die geval van 'n afgestorwe werknemer word die bystand aan die langlewende gade betaal en indien daar geen langlewende gade is nie, aan die bestorwe boedel: Met dien verstande dat in gevalle van dood waar vereis word dat die boedel beredder moet word deur die Kommissaris, sodanige bystand aan genoemde Kommissaris tot voordeel van die gestorwene se boedel uitbetaal moet word;

(ix) hospitaalkoste ten bedrae van minstens R4 en hoogstens R8 (die bedrag moet deur die Raad bepaal word by voorlegging van die hospitaalrekening vir elke dag wat hulle in die hospitaal bly, tot en met 'n maksimum betaling vir 14 dae gedurende elke 24 maande vanaf 1 Mei 1978;

(x) sick pay calculated at one day for each completed two contributions, subject to a minimum of 13 weekly contributions, and a maximum period of sick pay which shall not exceed 50 days in each 24 months period, calculated from 1 May 1978, and in respect of any one illness on the following scales:

Weekly contributions	Sick pay after 52 contributions with one employer		Sick pay after 13 contributions	
	Per week	Per day	Per week	Per day
R	R	R	R	R
0,44	13,25	2,65	12,00	2,40
0,64	16,25	3,25	14,75	2,95
0,80	18,00	3,60	16,50	3,30
0,88	24,00	4,80	21,50	4,30
0,92	31,50	6,30	28,25	5,65
1,20	43,75	8,75	39,50	7,90

Sick pay shall only be available to employees on production of a preliminary and final medical certificate from the medical officer of the Fund or a doctor, as the case may be: Provided, however, that an employee shall only be entitled to sick pay for the full period of his absence if he obtains a certificate from the doctor within two complete days of his absence from work, and in default of this he shall only be paid from and including the date on the doctor's certificate. No sick pay shall be payable unless the absence amounts to three or more days.

Notwithstanding anything contained herein, sick pay paid since 1 May 1978 shall be taken into account in determining the benefits to which an employee is entitled.

Claim forms for sick pay in the form of Annexure B hereto shall be provided by the Council and shall be submitted by the employer, duly completed in all particulars, to the Council within seven days of the employee's return to work.

(b) To all employees in respect of whom 52 contributions have been paid, the following further additional benefits shall apply:

(i) Spectacles or repairs to spectacles on payment to the optician of 33½ per cent of the cost thereof to the Fund: Provided that the spectacles were supplied by or the repairs executed by the optician of the Fund: Provided further that if any employee requires a frame costing more than R9,50 he shall pay the whole excess himself. The employee shall only be entitled to two pairs of spectacles at one time if the optician deems it necessary or one bifocal, every 18 months, reckoned from 1 May 1978;

(ii) dentures and dental repairs on payment to the Fund of 50 per cent of the cost thereof to the Fund if supplied and executed by the dental officer of the Fund. The employee shall only be entitled to one complete set of dentures every two years, reckoned from 1 May 1978;

(iii) a contribution of up to R20 for labourers and R50 for other employees or the cost of an operation, whichever is the less (excluding operations for which a third party is legally liable): Provided that the operation is recommended by the medical officer of the Fund and the operation is necessary for the health of the employee and not for cosmetic or weight reducing purposes:

If the employee works for a firm outside the municipal area of Johannesburg, the words "the medical officer of the Fund" shall be deemed to include any doctor and for the purposes of paragraph (a) (v) of this clause, the words "the dental officer of the Fund" shall be deemed to include any dentist: Provided further that if the employee resides outside the municipal area of Johannesburg, the words "the medical officer of the Fund" shall be deemed to include any doctor: Provided further that where an employee is authorised in terms of the preceding paragraph to use the services of any doctor, the benefits provided for in paragraph (a) (i) may be limited to 20 attendances in any one calendar year and thereafter the Fund shall pay half the cost of subsequent attendances.

(c) (i) A female employee who on reaching the age of 60 years or a male employee who on reaching the age of 65 years has had 30 or more years' continuous service in the

(x) siekebesoldiging bereken teen een dag vir elke twee opbetaalde bydraes, onderworpe aan 'n minimum van 13 weeklikse bydraes, en 'n maksimum tydperk van siekebesoldiging wat hoogstens 50 dae beloop in elke tydperk van 24 maande, bereken vanaf 1 Mei 1978, en ten opsigte van 'n bepaalde ongesteldheid teen die volgende skale:

Weeklikse bydraes	Siekebesoldiging na 52 bydraes by een werkgever		Siekebesoldiging na 13 bydraes	
	Per week	Per dag	Per week	Per dag
R	R	R	R	R
0,44	13,25	2,65	12,00	2,40
0,64	16,25	3,25	14,75	2,95
0,80	18,00	3,60	16,50	3,30
0,88	24,00	4,80	21,50	4,30
0,92	31,50	6,30	28,25	5,65
1,20	43,75	8,75	39,50	7,90

Siekebesoldiging is vir werknemers beskikbaar slegs na voorlegging van 'n voorlopige en 'n finale doktersertifikaat van 'n mediese beampte van die Fonds of 'n dokter, na gelang van die geval: Met dien verstande egter dat 'n werknemer op siekebesoldiging vir die volle tydperk van sy afwesigheid geregtig is slegs as hy binne twee volle dae na sy afwesigheid van werk 'n sertifikaat van die dokter verkry, en indien hy hiermee in gebreke bly, word hy slegs vanaf en met inbegrip van die datum op die doktersertifikaat besoldig. Geen sieke besoldiging is betaalbaar nie tensy die tydperk van afwesigheid drie of meer dae beloop.

Ondanks enigiets vervat hierin, moet daar rekening gehou word met siekebesoldiging wat sedert 1 Mei 1978 betaal is, wanneer die bystand waarop 'n werknemer geregtig is, vasgestel word.

Eisvorms vir siekebesoldiging in die vorm van Aanhangsel B hiervan word deur die Raad verskaf en moet, behoorlik ingevul ten opsigte van alle besonderhede, deur die werkgever by die Raad ingedien word binne sewe dae nadat die werknemer na sy werk teruggekeer het.

(b) Die volgende bykomende voordele is van toepassing op alle werknemers ten opsigte van wie 52 bydraes betaal is:

(i) 'n Bril of herstelwerk aan 'n bril, indien 33½ persent van wat dit die Fonds kos aan die optisiën betaal word: Met dien verstande dat die optisiën van die Fonds die bril verskaf of die herstelwerk verrig het: Voorts met dien verstande dat indien 'n werknemer 'n raam verlang wat meer as R9,50 kos, hy die hele saldo self moet betaal. Die werknemer is op net twee brille op 'n keer geregtig indien die optisiën dit nodig ag, of een bifokale bril elke 18 maande, gereken vanaf 1 Mei 1978;

(ii) kunstande en tandherstelwerk indien 50 persent van wat dit die Fonds kos aan die Fonds betaal word, mits dit deur die tandheelkundige beampte van die Fonds verskaf en uitgevoer is. Die werknemer is geregtig op slegs een volledige gebit elke twee jaar, gereken vanaf 1 Mei 1978;

(iii) 'n bydrae van tot R20 vir arbeiders en R50 vir ander werknemers of die koste van 'n operasie, en wel wat die minste kos (uitgesonderd operasies waarvoor 'n derde party regens aanspreeklik is): Met dien verstande dat die operasie deur die mediese beampte van die Fonds aanbeveel word en die operasie noodsaaklik is vir die werknemer se gesondheid en nie vir kosmetiese doeleindes of gewigsvermindering nie:

As die werknemer vir 'n firma buite die munisipale gebied van Johannesburg werk, moet die woorde "die mediese beampte van die Fonds" geag word enige dokter in te sluit, en dat vir die toepassing van paragraaf (a) (v) van hierdie klousule, die woorde "die tandheelkundige beampte van die Fonds" geag moet word enige tandarts in te sluit: Voorts met dien verstande dat as die werknemer buite die munisipale gebied van Johannesburg woon, die woorde "die mediese beampte van die Fonds" geag moet word enige dokter in te sluit: Voorts met dien verstande dat waar 'n werknemer ooreenkomstig die voorafgaande paragraaf gemagtig word om van die dienste van enige dokter gebruik te maak, die bystand waarvoor in paragraaf (a) (i) voorsiening gemaak word, beperk kan word tot 20 besoeke in 'n bepaalde kalenderjaar en dat die Fonds daarna die helfte van die koste van daaropvolgende besoeke betaal.

(c) (i) 'n Vroulike werknemer wat, wanneer sy die leeftyd van 60 jaar bereik, of 'n manlike werknemer wat, wanneer hy die leeftyd van 65 jaar bereik, 30 of meer jaar ononderbroke

Industry, shall be entitled to a lump sum payment in accordance with the contributions made to the Fund in respect of himself in terms of subclause (2) of this clause, as shown in the table in subparagraph (iii) below:

(ii) A female employee who on reaching the age of 60 years or a male employee who on reaching the age of 65 years has had less than 30 but at least 10 years' continuous service in the Industry, shall be entitled to payment of an amount arrived at by multiplying the relevant lump sum payment shown in the table in subparagraph (iii) below by the number of completed years' continuous service he has had in the Industry and dividing the product by 30.

TABLE

<i>Contribution per week</i>	<i>Lump sum payment</i>
	R
R0,44.....	225
R0,64.....	375
R0,80.....	750
R0,88.....	900
R0,92.....	1 050
R1,20.....	1 500

(iv) The following employees shall also qualify for payment as aforesaid:

(aa) Employees who retire because of ill-health before reaching the age of 60 years in the case of females, or 65 years in the case of males: Provided that such employee has completed not less than 25 years' continuous service in the Industry on the date of his retirement and produces a doctor's certificate confirming that he is no longer able to work;

(ab) employees who die before reaching the age of 60 years in the case of females, or 65 years in the case of males: Provided that such employee has completed not less than 25 years' continuous service in the Industry on the date of death and provided that a death certificate is produced. The benefit shall be paid to the surviving spouse of the employee and in the event of there being no surviving spouse, to the deceased person's estate: Provided that in cases of death where the estate is required to be dealt with by the Commissioner, such benefit shall be paid to the Commissioner for the benefit of the deceased's estate: Provided further, however, that if payment in terms of this paragraph is made in respect of a deceased employee, the death benefit prescribed in subclause (11) (a) (viii) hereof shall not be paid.

(v) A female employee who, on reaching the age of 60 years, or a male employee who, on reaching the age of 65 years, has had less than 10 years' continuous service in the Industry at that date shall not be entitled to any benefit in terms of this paragraph even though he may subsequently complete 10 years' continuous service in the Industry.

(vi) For the purposes of this paragraph, the expression "continuous service" shall include absences due to any cause, up to a total of 12 months in all, provided the employee returns to the Industry after each absence.

(vii) No employee shall be obliged to retire from the Industry on receiving a lump sum payment. If such employee does so leave the Industry and returns thereafter, he shall not be entitled to qualify for any further payment in terms hereof.

(viii) Proof of age shall be established by the production of a birth certificate or such other evidence satisfactory to the Council or, in the case of a Black, to the Commissioner or other competent authority.

(ix) Proof of service shall be established by the production of the certificate of service referred to in clause 13 of this Agreement in the first instance, failing that, the Council may accept a certificate from the employee's employer or such other evidence satisfactory to the Council. In the event of any dispute regarding an employee's age or period of service the decision of the Council shall be final, binding and unimpeachable.

(x) In determining the lump sum payable in accordance with the contributions made, the weekly contribution made for the greatest number of weeks in the 150 weeks immediately prior to the date of the claim shall be the contribution determining the lump sum payable.

diens in die Nywerheid gehad het, is geregtig op 'n globale betaling ooreenkomstig die bydraes wat ingevolge subklousule (2) van hierdie klousule ten opsigte van homself by die Fonds inbetaal is, soos uiteengesit in die tabel in subparagraph (iii) hieronder.

(ii) 'n Vroulike werknemer wat, wanneer sy die leeftyd van 60 jaar bereik, of 'n manlike werknemer wat, wanneer hy die leeftyd van 65 jaar bereik, minder as 30 maar meer as 10 jaar ononderbroke diens in die Nywerheid gehad het, is geregtig op die betaling van 'n bedrag wat bereken word deur die die betrokke globale betaling, soos uiteengesit in die tabel in subparagraaf (iii) hieronder, te vermenigvuldig met die getal voltooië jare aaneenlopende diens wat hy in die Nywerheid gehad het, en die produk deur 30 te deel.

(iii)

TABEL

<i>Bydrae per week</i>	<i>Globale betaling</i>
	R
R0,44.....	225
R0,64.....	375
R0,80.....	750
R0,88.....	900
R0,92.....	1 050
R1,20.....	1 500

(iv) Die volgende werknemers kwalifiseer ook vir betaling soos hierbo genoem:

(aa) Werknemers wat as gevolg van slegte gesondheid aftree voordat hulle die leeftyd van 60 jaar, in die geval van vroue, of 65 jaar, in die geval van mans, bereik: Met dien verstande dat so 'n werknemer op die datum waarop hy aftree minstens 25 jaar ononderbroke diens in die Nywerheid gehad het en 'n doktersertifikaat voorlê wat bevestig dat hy nie langer in staat is om te werk nie;

(ab) werknemers wat te sterwe kom voordat hulle die leeftyd van 60 jaar, in die geval van vroue, of 65 jaar, in die geval van mans, bereik: Met dien verstande dat so 'n werknemer op die datum waarop hy tot sterwe kom minstens 25 jaar ononderbroke diens in die Nywerheid gehad het en mits 'n doodsertifikaat voorgelê word. Die bystand moet aan die langsewende gade van die werknemer betaal word, en indien daar geen langsewende gade is nie, moet die bystand in die bestorwe boedel gestort word: Met dien verstande dat by sterfgevälle waar die Kommissaris die boedel moet beredder dié bystand aan die Kommissaris betaal moet word tot voordeel van die bestorwe boedel: Voorts met dien verstande egter dat indien betaling ingevolge hierdie paragraaf geskied ten opsigte van 'n afgestorwe werknemer, die sterftebystand voorgeskryf in subklousule (11) (a) (viii) hiervan, nie betaal word nie.

(v) 'n Vroulike werknemer wat, wanneer sy die leeftyd van 60 jaar bereik, of 'n manlike werknemer wat, wanneer hy die leeftyd van 65 jaar bereik, op daardie datum minder as 10 jaar ononderbroke diens in die Nywerheid gehad het, is nie op bystand ingevolge hierdie paragraaf geregtig nie, selfs al sou hy later 10 jaar ononderbroke diens in die Nywerheid voltooi.

(vi) Vir die toepassing van hierdie paragraaf omvat die uitdrukking "ononderbroke diens" afwesigheid om watter rede ook al, tot 'n totaal van altesaam 12 maande: Met dien verstande dat die werknemer na elke afwesigheid na die Nywerheid terugkeer.

(vii) Geen werknemer is verplig om uit die Nywerheid te tree wanneer hy 'n globale betaling ontvang nie. As sodanige werknemer die Nywerheid wel aldus verlaat en daarna terugkeer, is hy nie daarop geregtig om vir verdere betaling ingevolge hiervan te kwalifiseer nie.

(viii) Bewys van ouderdom moet gelewer word deur die voorlegging van 'n geboortesertifikaat of sodanige ander bewys wat die Raad, of in die geval van 'n Swarte, die Kommissaris of ander bevoegde gesag, goedkeur.

(ix) Bewys van diens moet gelewer word deur in die eerste plek die dienssertifikaat wat in klousule 13 van hierdie Ooreenkoms bedoel word, voor te lê. Anders kan die Raad 'n sertifikaat van die werknemer se werkgever of sodanige ander bewys wat die Raad goedkeur, aanvaar. Ingeval 'n geskil aangaande 'n werknemer se ouderdom of dienstdyperk ontstaan, is die beslissing van die Raad finaal, bindend en onaanvegbaar.

(x) By die vasstelling van die globale bedrag wat betaalbaar is ooreenkomstig die bydraes wat betaal is, is die weeklikse bydrae wat vir die grootste aantal weke in die 150 weke onmiddellik voor die datum van die eis betaal is, die bydrae wat die globale bedrag wat betaalbaar is, bepaal.

(d) Notwithstanding anything to the contrary hereinbefore contained, payments in terms of this subclause shall be suspended whenever the amount standing to the credit of the Fund falls below R2 000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R4 000: Provided that upon payment of benefits being resumed claims made during such period of suspension shall be paid in the order in which they were received.

(e) No person who is entitled, directly or indirectly, as a dependant of a member, to benefits from any other registered medical scheme shall be entitled to the benefits provided for in paragraphs (a) (i) to (vii), (a) (ix) and (b) of this subclause.

(12) (a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created: Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid is entered into within two years of the date of expiry of this Agreement.

(b) In the event of liquidation, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council.

(c) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, a management committee shall continue to administer the Fund and the members of the Council existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which, in the opinion of the Industrial Registrar, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose.

If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Management Committee functioning in terms of this paragraph, or the trustee or trustees, as the case may be, in the manner set forth in paragraph (b) of this subclause and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(13) The funds of the Sick Fund surplus to its requirements for expenses shall not be invested otherwise than in—

- (a) Stock of the Government of the Republic of South Africa or Local Government Stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in building societies or banks; or
- (e) in any other manner approved by the Industrial Registrar.

22. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS

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

- (a) two new overalls to each of his employees, one of which shall be supplied on 15 January and the other on 15 July each year;
- (b) any other overall 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;
- (c) two overalls, in addition to those provided in paragraphs (a) and (b) of this clause, to each of his employees who work with water-proofed materials, the proofing content of which rubs off, and which soils the wearer's clothing, one to be supplied on 15 April and the other on 15 October each year.

(d) Ondanks andersluidende bepalinge hierin vervat, moet betalings ingevolge hierdie subklousule opgeskort word wanneer die bedrag in die krediet van die Fonds tot onder R2 000 daal en verdere betalings moet nie hervat word voordat die bedrag in die krediet van die Fonds die bedrag van R4 000 bereik het nie: Met dien verstande dat wanneer betaling van bystand weer hervat word, eise wat gedurende sodanige tydperk van opskorting ingestel is, betaal moet word in die volgorde waarin hulle ontvang is.

(e) Geen persoon wat regstreeks of onregstreeks as 'n afhanklike van 'n lid geregtig is op bystand van enige ander geregistreerde mediese skema, is geregtig op die bystand waarvoor in paragrawe (a) (i) tot (vii), (a) (ix) en (b) van hierdie subklousule voorsiening gemaak word nie.

(12) (a) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede nie meer van krag is nie, moet die Raad voortgaan om die Fonds te administreer totdat die fonds of gelikwider of deur die Raad oorgedra word aan 'n ander Fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is: Met dien verstande dat die Fonds gelikwider moet word tensy 'n ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds of vir die oordrag van sy geld, soos hierbo genoem, binne twee jaar vanaf die vervaldatum van hierdie Ooreenkoms gesluit word.

(b) In geval van likwidasië moet die geld wat in die krediet van die Fonds bly, na betaling van alle eise teen die Fonds met inbegrip van administrasie- en likwidasiëkoste, in die Raad se fondse gestort word.

(c) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet 'n bestuurskomitee voortgaan om die Fonds te administreer, en die persone wat nog lid is van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir daardie doeleindes geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan deur die Nywerheidsregistrator geval kan word uit die werkgewers of werknemers in die Nywerheid, na gelang van die geval, om aldus gelyke verteenwoordiging van werkgewers en werknemers en plaasvervangers as lede van die Komitee te versker.

Ingeval hierdie Komitee nie in staat is nie of onwillig is om sy pligte na te kom, of ingeval 'n dooie punt daarin bereik word wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of ongewens maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, wat vir hierdie doel oor al die bevoegdhede van die Komitee beskik.

Indien daar geen Raad bestaan wanneer hierdie Ooreenkoms verval nie, moet die Fonds gelikwider word deur die Bestuurskomitee wat ingevolge hierdie paragraaf funksioneer, of deur die trustee of trustees, na gelang van die geval, op die wyse in paragraaf (b) van hierdie subklousule uiteengesit, en as die Raad se sake reeds gelikwider is wanneer die Ooreenkoms verval en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet voorgeskryf, asof dit deel van die algemene fondse van die Raad uitmaak.

(13) Geld in die Siekefondse wat meer is as wat vir die uitgawes daarvan nodig is, mag slegs belê word in—

- (a) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) Nasionale Spaarsertifikate;
- (c) Opspaarbankrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke; of
- (e) op enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

22. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

'n Werkgewer moet die volgende gratis verskaf en in goeie toestand hou:

- (a) Twee nuwe oorpakke vir elkeen van sy werknemers, waarvan een op 15 Januarie en die ander op 15 Julie elke jaar verskaf moet word;
- (b) enige ander oorpakke en/of beskermende klere wat hy van sy werknemer mag vereis om te dra of wat hy by enige wet of regulasie verplig mag wees om aan sy werknemer te verskaf;
- (c) twee oorpakke, benewens dié waarvoor in paragrawe (a) en (b) van hierdie klousule voorsiening gemaak word, aan elkeen van sy werknemers wat met waterdigte stowwe werk waarvan die digtingsinhoud afvryf en wat die draer se klere besmeer. Een oorpak moet op 15 April en die ander op 15 Oktober elke jaar verskaf word.

23. INSURANCE OF REMUNERATION IN CASE OF FIRE

Every employer who has not already done so under the provisions of any agreement previously in force in the Industry shall within 14 days of the coming into operation of this Agreement and every employer entering the Industry shall, within 14 days of such entry, effect an insurance with a registered insurance company. Such insurance shall provide for payment to all employees, whenever they are deprived of work through fire, the amount of two weeks' remuneration on full pay or in the event of the stoppage of work being for a lesser period, for a pro rata payment to be made: Provided that in the event of an employer failing to effect the insurance, he shall be personally liable to make payment of the remuneration to the employees.

24. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records of remuneration paid, time worked and payment made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

25. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer in the Industry who has not already done so under the provisions of any agreement previously in force in the Industry shall within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month from the date of commencement of operations by him, forward to the Secretary of the Council, P.O. Box 4172, Johannesburg, 2000, the following particulars:

- (a) Full name of firm;
- (b) business address;
- (c) the trade or trades carried on by him in the Industry;
- (d) names of his employees and occupation in which employed.

(2) Where the employer is a partnership, information in accordance with subclause (1) of this clause as well as the names of the partners shall be furnished.

(3) Every employer shall, in the event of any change in the particulars he is required to furnish in terms of this clause, forward to the Secretary of the Council a notification of any such change within one month from the date upon which such change took effect.

26. TRAVELLING REMUNERATION

Notwithstanding the provisions of clause 10 of the Agreement—

(1) where work is done away from the employer's establishment or the employee's usual working place and travelling is necessitated thereby, the employee sent to do such work shall be provided with second-class rail accommodation, except over suburban lines, in which event the accommodation shall be first-class: Provided that third-class rail accommodation may be provided in the case of Non-Whites; or suitable transport to and from the job in cases of all employees;

(2) when an employee is required to travel in terms of subclause (1) hereof he shall be paid at—

(a) ordinary rates of wages for hours of travelling coinciding with his ordinary hours of work and at half rates for hours of travelling falling outside his ordinary hours of work, wage in any circumstances not to exceed 12 hours' wages per day or part thereof: Provided that if an employee has been working on the day, other than Sunday or a public holiday, on which the journey commences, he shall be entitled to receive up to a maximum of 12 hours' full wages only, which shall include the remuneration earned by him in respect of such day;

(b) double the ordinary rates of wages for hours travelled or worked on a Sunday, subject to a minimum of a double day's wages irrespective of the number of hours travelled if they are less than the hours normally worked on a week-day, and a maximum of 20 hours' wages in respect of hours worked or travelled, if both are in excess of normal daily hours;

23. VERSEKERING VAN BESOLDIGING IN GEVAL VAN BRAND

Elke werkgewer wat dit nie reeds gedoen het ingevolge 'n ooreenkoms wat voorheen in die Nywerheid van krag was nie, moet binne 14 dae nadat hierdie Ooreenkoms in werking tree, en elke werkgewer wat tot die Nywerheid toetree, moet binne 14 dae daarna 'n polis by 'n geregistreerde versekeringsmaatskappy uitneem. Dié polis moet daarvoor voorsiening maak dat twee weke se besoldiging teen volle betaling aan alle werknemers betaal word wanneer hulle weens brand werkloos is, of dat 'n pro rata-bedrag aan hulle betaal word, ingeval die werk vir 'n korter tydperk onderbreek word: Met dien verstande dat wanneer 'n werkgewer in gebreke bly om die versekering te verkry, hy persoonlik verantwoordelik is vir betaling van die besoldiging van die werknemers.

24. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent kan enige bedryfsinrigting betree en enige werkgewer of werknemer ondervra en die state van besoldiging wat betaal is, tyd wat gewerk is en betalings wat vir oortydwerk gedoen is, ondersoek, ten einde vas te stel of hierdie Ooreenkoms nagekom word.

25. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgewer in die Nywerheid wat dit nie reeds gedoen het ingevolge 'n ooreenkoms wat voorheen in die Nywerheid van krag was nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, 2000, stuur:

- (a) Naam van firma voluit;
- (b) besigheidsadres;
- (c) die bedryf of bedrywe wat hy in die Nywerheid uitoefen;
- (d) name van sy werknemers en die beroepe waarin hulle in diens is.

(2) As die werkgewer 'n vennootskap is, moet die inligting ooreenkomstig subklousule (1) van hierdie klousule sowel as die name van die vennote verstrek word.

(3) Elke werkgewer moet in die geval van enige verandering in die besonderhede wat hy ingevolge hierdie klousule moet verstrek, binne een maand na die datum waarop die verandering plaasgevind het 'n kennisgewing van dié verandering aan die Sekretaris van die Raad stuur.

26. BESOLDIGING VIR REISE

Ondanks klousule 10 van die Ooreenkoms—

(1) waar werk weg van die werkgewer se bedryfsinrigting of die werknemer se gewone werkplek verrig word en dit noodsaaklik is om daarheen te reis, moet die werknemer wat gestuur word om sodanige werk te verrig van 'n tweede-klastreinkaartjie voorsien word, uitgesonderd op voorstedelike lyne, wanneer dit 'n eerste-klastreinkaartjie moet wees: Met dien verstande dat 'n derde-klastreinkaartjie verskaf kan word in die geval van Nie-Blankes; of geskikte vervoer na en van die werk in die geval van alle werknemers;

(2) wanneer van 'n werknemer vereis word om ingevolge subklousule (1) hiervan te reis, moet hy die volgende loon ontvang:

(a) Die gewone loon vir reistyd wat saamval met sy gewone werkure en die helfte van die loon vir reistyd buite sy gewone werkure. Onder geen omstandighede moet besoldiging vir meer as 12 uur per dag of gedeelte van 'n dag betaal word nie: Met dien verstande dat as 'n werknemer gewerk het op die dag waarop die reis begin (uitgesonderd Sondag of 'n openbare vakansiedag), hy slegs geregtig is op volle besoldiging vir 'n maksimum van 12 uur, wat sy besoldiging wat hy ten opsigte van sodanige dag verdien het, moet insluit;

(b) dubbel die gewone loon vir tyd op 'n Sondag gereis of gewerk, onderworpe aan 'n minimum van dubbel die dag se besoldiging, afgesien van die getal ure gereis indien dit korter as die tyd is wat gewoonlik op 'n weekdag gewerk word, en 'n maksimum van 20 uur se besoldiging vir ure gewerk of gereis, indien albei die gewone daaglikse ure te bowe gaan;

(c) in addition to the wages for public holidays prescribed in clause 11 of the Agreement, ordinary rates of wages for hours worked or travelled on public holidays subject to a maximum of 20 hours' wages per day.

(3) An employee shall be paid for meals and bed whilst travelling. Where an employee is, by reason of his employment, away from his usual working place, required by his employer to live away from his usual domicile, his employer shall—

(a) either compensate him for all expenses reasonably incurred in respect of board and lodging; or

(b) provide him with suitable board and lodging free of charge.

(4) For the purposes of this clause, a day shall mean a period of 24 hours beginning and ending at 24h00.

The employers' organisation and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the afore-going is the Agreement arrived at and affix their signatures hereto.

Signed at Johannesburg on behalf of the parties to the Council on this the 28th day of June 1978.

J. DANIEL, Chairman of the Council.

J. WALKER, Vice-Chairman of the Council.

W. B. FLOWERS & CO. INC., Secretaries of the Council.

(c) benewens die besoldiging vir openbare vakansiedae in klousule 11 van die Ooreenkoms voorgeskryf, die gewone loon vir tyd op openbare vakansiedae gewerk of gereis, onderworpe aan 'n maksimum van 20 uur se besoldiging per dag.

(3) 'n Werknemer moet vir etes en slaapplek betaal word terwyl hy reis. Wanneer 'n werkgewer van 'n werknemer wat as gevolg van diens weg van sy gewone werkplek is, vereis om weg van sy gewone tuiste te woon, moet die werkgewer hom—

(a) of vir alle redelike uitgawes in verband met kos en inwoning vergoed; of

(b) gratis van geskikte kos en inwoning voorsien.

(4) Vir die toepassing van hierdie klousule beteken 'n dag 'n tydperk van 24 uur wat om 24h00 begin en eindig.

Nademaal die werkgewersorganisasie en die vakvereniging tot die Ooreenkoms geraak het soos hierin uiteengesit, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat bostaande die Ooreenkoms is waartoe geraak is, en bekragtig hulle dit met hul handtekening.

Namens die partye by die Raad op hede die 28ste dag van Junie 1978 te Johannesburg onderteken.

J. DANIEL, Voorsitter van die Raad.

J. WALKER, Ondervoorsitter van die Raad.

W. B. FLOWERS & CO. INC., Sekretaris van die Raad.

ANNEXURE A

RECORD OF SERVICE OF EMPLOYEE IN CANVAS GOODS INDUSTRY

Name.....
Previous employment.....
Signature of holder.....

Nature of employment	Date entered service	Rate of pay	Date left service	Rate of pay	Name and signature of employer

This record to be retained by employer and returned to the employee concerned only on termination of employment.

ANNEXURE B

The Canvas Goods Sick Fund
P.O. Box 4172
Johannesburg, 2000

Date.....

TO BE COMPLETED BY EMPLOYEE

I hereby apply for sick pay and submit the following particulars in support of my application:

Occupation..... Home address.....
Weekly wage.....
I stopped work on..... and was absent the afternoon (whole) of that day.
I resumed work on..... I attach preliminary and final doctor's certificates. They show that I first saw the doctor on.....

Signature of employee

TO BE COMPLETED BY EMPLOYER

We enclose contribution booklet in respect of the above employee and certify—

- (a) that he entered our service on.....
(b) that during the above period of absence—
(i) he was entitled to pay from us for.....*days holiday.
(ii) he would have been laid off for.....*days because the factory worked short-time.

(* Insert NIL if applicable.)

(Name of employer)

Signature

To be completed by Canvas Goods Sick Fund

Sick pay

Qualifying contributions..... Contributions available to date..... Days..... X Rate.....
Over 13: Yes/No..... Now exhausted being days absent X2..... Latest contribution rate.....
Recorded contribution Book.....

52 weeks with same employer:

Yes/No..... Balance carried forward..... Cheque No.....

ANNEXURE C

THE INDUSTRIAL COUNCIL FOR THE CANVAS GOODS INDUSTRY (WITWATERSRAND AND PRETORIA)

To.....

I hereby tender one week's notice [commencing on.....(day of week).....of.....19.....]
to terminate my/your employment.

Date.....

Signature.....

Signature of recipient.....

If signature of recipient cannot be obtained, state reasons.....

AANHANGSEL A

DIENSSTAAT VAN WERKNEMER IN DIE SEILWARENYWERHEID

Naam.....

Vorige diens.....

Handtekening van houer.....

Aard van diens	Datum van diens-aanvaarding	Loon	Datum van diensverlating	Loon	Naam en handtekening van werkgever

Hierdie staat moet deur die werkgever bewaar en slegs by diensbeëindiging aan die betrokke werknemer terugbesorg word.

AANHANGSEL B

Die Seilwaresiekefonds
Posbus 4172
Johannesburg, 2000

Datum.....

MOET DEUR WERKNEMER INGEVUL WORD

Hierby doen ek aansoek om siekebesoldiging en verstrek ek die volgende besonderhede ter ondersteuning van my aansoek:

Beroep.....
Weekloon.....

Huisadres.....

Ek het my werk gestaak op.....en was die namiddag (*hele namiddag*) van daardie dag afwesig.
Ek het werk op.....hervat. Ek heg 'n voorlopige en 'n finale doktersertifikaat hierby aan. Hulle toon dat ek die dokter die eerste maal op.....geraadpleeg het.

Handtekening van werknemer.....

MOET DEUR WERKGEWER INGEVUL WORD

Ons sluit hierby die hydraeboekie ten opsigte van bogenoemde werknemer in en sertifiseer—

- (a) dat hy op.....by ons diens aanvaar het;
 (b) dat hy gedurende bogenoemde tydperk van afwesigheid—
 (i) geregtig was op betaling van ons vir.....* dae vakansie;
 (ii)* dae nie sou gewerk het nie omdat die fabriek korttyd gewerk het.

(* Vul in GEEN indien toepaslik.)

(Naam van werkgever).....

Handtekening.....

Moet deur Seilwaresiekefonds ingevul word

Siekebetaling

Kwalifiserende bydraes..... Bydraes tans beskikbaar..... Dae..... X-skaal.....
 Oor 13: Ja/Nee..... Nou uitgeput, d.w.s. dae afwesig X 2..... Jongste bydraeskaal.....
 52 weke by dieselfde werkgever: Aangetekende bydraeboek.....
 Ja/Nee..... Saldo oorgedra..... Tjek No.....

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE SEILWARENYWERHEID (WITWATERSRAND EN PRETORIA)

Aan.....

Hierby gee ek een week kennis [wat op.....(dag van week), die.....dag van.....19.....begin]
van my voorneme om my/u diens te beëindig.

Handtekening.....

Datum.....

Handtekening van ontvanger.....

Indien die handtekening van die ontvanger nie verkrygbaar is nie, meld waarom.....

No. R. 2262

17 November 1978

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****CANVAS GOODS INDUSTRY, WITWATERS-
RAND AND PRETORIA**

I, Stephanus Petrus Botha, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Canvas Goods Industry, published under Government Notice R. 2261 of 17 November 1978, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

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

S. P. BOTHA, Minister of Labour.

No. R. 2262

17 November 1978

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941****SEILWARENYWERHEID, WITWATERSRAND
EN PRETORIA**

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Seilwarenywerheid, gepubliseer by Goewermentskennisgewing R. 2261 van 17 November 1978, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

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

S. P. BOTHA, Minister van Arbeid.

**THE ONDERSTEPSPOORT
JOURNAL OF VETERINARY
RESEARCH**

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

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JOURNAL OF VETERINARY
RESEARCH**

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Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R2 binnelands en R2,50 buitelands per nommer van bogenoemde adres verkrygbaar is.

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Verkoopbelasting moet by binnelandse bestellings ingesluit word.

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