



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXVIII.]

PRICE 6d.

PRETORIA,

18 APRIL
18 APRIL

1952.

PRYS 6d.

[No. 4829]

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 878.]

[18 April 1952.]

INDUSTRIAL CONCILIATION ACT, 1937.

CANVAS AND ALLIED TRADES INDUSTRY, WITWATERSRAND AND PRETORIA.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Canvas and Allied Trades Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 16 (inclusive), 19 to 23 (inclusive) and 25 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930), Benoni, Springs, Pretoria (including that portion transferred to the Magisterial District of Groblersdal by Proclamation No. 225 of 1941, but excluding the farm Geelbeksley No. 345) and Randfontein, excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpaan No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 and Rietfontein No. 48; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930), Benoni, Springs, Pretoria (including that portion transferred to the Magisterial District of Groblersdal by Proclamation

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 878.]

[18 April 1952.]

NYWERHEID-VERSOENINGSWET, 1937.

SEILDOEK- EN VERWANTE NYWERHEDE, WITWATERSRAND EN PRETORIA.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Seildoek- en Verwante Nywerhede betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 16, 19 tot en met 23 en 25 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid, in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat by Proklamasie No. 149 van 1930, aan die magistraatsdistrik Heidelberg onttrek is), Benoni, Springs, Pretoria (met inbegrip van daardie gedeelte wat na die magistraatsdistrik Groblersdal by Proklamasie No. 225 van 1941 oorgeplaas is maar met uitsondering van die plaas Geelbeksley No. 345), en Randfontein met uitsondering van die plaas Moadowns No. 1, Holfontein No. 17, Leeuwpaan No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 en Rietfontein No. 48; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 12, 14, 16, 19 tot en met 23 en 25 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat by Proklamasie No. 149

No. 225 of 1941, but excluding the farm Geelbeks-vley No. 345) and Randfontein, excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpans No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 and Rietfontein No. 48, and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 12 (inclusive), 14, 16, 19 to 23 (inclusive) and 25 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee", contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CANVAS AND ALLIED TRADES INDUSTRY, WITWATERSRAND AND PRETORIA.

AGREEMENT

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

Transvaal Canvas and Allied Trades Association

(hereinafter referred to as "the employers" or the "employers' organization"), 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 and Allied Trades Industry, Witwatersrand and Pretoria.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930), Benoni, Springs and Pretoria (including that Portion transferred to the Magisterial District of Groblersdal by Proclamation No. 225 of 1941, but excluding the farm Geelbeks-vley No. 345), Randfontein, (excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpans No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 and Rietfontein No. 48), by all members of the employers' organization who are employers within the meaning of the Act and by all members of the trade union, who are employees within the meaning of the Act and for whom wages are prescribed in section 4 of this Agreement, but excluding employees on the administrative and sales staff of an establishment.

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 forty-eight of the Act, and shall remain in force for a period of two years, or such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, 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. In classifying any employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged. Further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"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 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 and Allied Trades Industry, Witwatersrand and Pretoria, registered in terms of section two of Act No. 11 of 1924, and deemed to have been registered under the Act;

"Canvas and Allied Trades 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;

van 1930, aan die magistraatsdistrik Heidelberg onttrek is), Benoni, Springs, Pretoria (met inbegrip van daardie gedeelte wat na die magistraatsdistrik Groblersdal by Proklamasie No. 225 van 1941 oorgeplaas is, maar met uitsondering van die plaas Geelbeks-vley No. 345), en Randfontein met uitsondering van die plase Moadowns No. 1, Holfontein No. 17, Leeuwpans No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 en Rietfontein No. 48, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordoms-krywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE SEILDOEK- EN VERWANTE NYWERHEDE, WITWATERSRAND EN PRETORIA.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die

Transvaal Canvas and Allied Trades 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 Seildoek en Verwante Nywerhede, Witwatersrand en Pretoria.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle lede van die werkgewersorganisasie wat werkgewers is binne die betekenis van die Wet en deur alle lede van die vakvereniging wat werknemers is binne die betekenis van die Wet en vir wie lene in artikel 4 van hierdie Ooreenkoms voorgeskryf word, maar met uitsluiting van werknemers by die administratiewe en verkoopspersoneel van 'n inrigting, nagekom word in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat by Proklamasie No. 149 van 1930 aan die magistraatsdistrik Heidelberg oorgedra is), Benoni, Springs en Pretoria (met inbegrip van daardie gedeelte wat aan die magistraatsdistrik Groblersdal oorgedra is by Proklamasie No. 225 van 1941, maar met uitsluiting van die plaas Geelbeks-vley No. 345), Randfontein, met uitsluiting van die plase Moadowns No. 1, Holfontein No. 17, Leeuwpans No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 en Rietfontein No. 48, nagekom word.

2. TYDPERK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister kragtens artikel agt-en-veertig van die Wet vasgestel word en bly van krag vir 'n tydperk van twee jaar of vir die tydperk wat hy bepaal.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet, is ook elke wysiging van dié wet inbegrepe en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in. By indeling van 'n werknemer vir die doeleindes van hierdie Ooreenkoms word dit beskou dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is. Voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„blindhanger”, 'n werknemer wat toesig hou oor blindings of skerms aanbring en wat volgens ontwerp of patroon uitsny, ontwerpe afmerk en/of tekenings maak en/of kosteberekening maak en/of blindings en/of skerms opmeet en/of aanbring en wat die rame van dié blindings en/of skerms kan aanbring;

„Raad”, die Nywerheidsraad vir die Seildoek- en Verwante Nywerhede, Witwatersrand en Pretoria, geregistreer kragtens artikel twee van Wet No. 11 van 1924 en wat beskou word dat dit kragtens dié Wet geregistreer is.

„Seildoek- en Verwante Nywerhede” of „Nywerheid”, vir die doeleindes van hierdie Ooreenkoms, sonder om die gewone vertolking van die uitdrukking in opsig te beperk, die nywerheid met betrekking tot die opmaak van goedere (behalwe matrasse van klapperhaar en sakke van goiing) uit seildoek en/of klapperhaar, met inbegrip van klapperhaarmatte en/of goiing, met inbegrip van goiingstowwe;

"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 three years' experience;
 "chopper out, unqualified," means a chopper out who has had less than three 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 four years' experience;
 "cutter, unqualified," means a cutter who has had less than four years' experience;
 "driver" (staff) means an employee who drives a passenger motor vehicle for the conveyance 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;
 "establishment" means any premises in which the industry is carried on and which is liable for 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, as the case may be;
 "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 performances by them of their duties and who may, in addition, mark out material according to measurements or specifications supplied to or made by him, cut such material, measure material, windows, machines, or any other object for which covers have to be made, estimate costs and who may perform any other duties or operations;
 "general assistant" means an employee who—

- (a) assists a foreman or blindhanger in any or all of his duties;
- (b) constructs frames for blinds and/or awnings and fits blinds and/or awnings to such frames;
- (c) 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 four years' experience on 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 four years' experience on any or all of such occupations;
 "handyman (machine)" 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 may ordinarily work per week;
 "labourer" means an 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, 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) weighing goods on a set scale;
- (15) delivering letters; messages or goods on foot or by means of a bicycle, or hand-propelled vehicle;
- (16) cooking rations or making tea or similar 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);

"uitknipper", 'n werknemer wat materiaal met die hand of masjien volgens leipatrone of merke uitsny;
 "uitknipper, gekwalifiseer", 'n uitknipper met minstens drie jaar ervaring;
 "uitknipper, ongekwalifiseer", 'n uitknipper met minder as drie jaar ervaring;
 "snyer", 'n werknemer, behalwe 'n blindinghanger, wat materiaal afmerk, behalwe met 'n leipatroon, volgens afmetings of spesifikasies wat aan hom verstrek is of deur hom gemaak is en wat daardie materiaal kan uitsny en toesig kan hou op uitknippers en/of arbeiders;
 "snyer, gekwalifiseer", 'n snyer met minstens vier jaar ervaring;
 "snyer, ongekwalifiseer", 'n snyer met minder as vier jaar ervaring;
 "personeelmotorbestuurder", 'n werknemer wat 'n passasiers-motorvoertuig bestuur vir die vervoer van personeel, bestuur en werksmense, maar nie die vervoer van materiale en uitrusting van 'n inrigting nie;
 "afleweringmotorbestuurder", 'n werknemer wat 'n motorvoertuig bestuur vir die vervoer, aflewering en/of distribusie van goedere en/of vervaardigde artikels en/of grondstowwe van 'n inrigting;
 "inrigting", persele waarin die nywerheid uitgeoefen word en wat aan registrasie kragtens die Fabriekswet, 1941, onderworpe is;
 "ervaring", behalwe waar elders voorgeskryf, die totale tydperk of tydperke van 'n werknemer se diens in die bepaalde bedryf of, na gelang van die geval, bedryfsbenaming in die nywerheid;
 "voorman", 'n werknemer met minstens vyf jaar ervaring in die nywerheid, wat in beheer is oor die werknemers in 'n inrigting en kontrole oor daardie werknemers uitoefen en verantwoordelik is vir die doeltreffende verrigting deur hulle van hul werk en wat boonop materiaal kan afmerk volgens afmetings, of spesifikasies wat aan hom verstrek word, of deur hom gemaak is, dié materiaal uitsny, materiaal afmeet, vensters, masjiene, of enige ander voorwerp waarvoor oortreksel gemaak moet word, kan opmeet, kosteberekening kan maak en enige ander pligte kan vervul of werksaamhede verrig;
 "algemene helper", 'n werknemer wat—

- (a) 'n voorman of blindinghanger by engeen van sy pligte of werksaamhede help;
- (b) rame vir blindings en/of skerms maak en blindings en/of skerms aan daardie rame aanbring;
- (c) toubewerking verrig, seildoekringe, hakies en ogies, watersakke, kurke, D-ringe, en riempies met die hand aanwerk;

"algemene helper, gekwalifiseer", 'n werknemer wat engeen van of al die werksaamhede van 'n algemene helper verrig en minstens vier jaar ervaring in engeen van of in al daardie werksaamhede het;
 "algemene helper, ongekwalifiseer", 'n werknemer wat engeen van of al die werksaamhede van 'n algemene helper verrig en minder as vier jaar ervaring in engeen van of in al daardie werksaamhede het;
 "masjienhandlanger", 'n werknemer, behalwe 'n werktuigkundige, wat herstellings en verstellings aan masjinerie, installasie, geboue of ander uitrusting uitvoer;
 "uurloon", die weekloon gedeel deur die getal ure wat die bepaalde inrigting gewoonlik per week werk;
 "arbeider", 'n werknemer wat uitsluitlik, of hoofsaaklik, een of meer van die volgende werksaamhede verrig of pligte vervul:—

- (1) Persele, diere, masjinerie, werktuie, gereedskap, gerei, voertuie of ander artikels, met inbegrip van afgewerkte artikels, skoonmaak of was;
- (2) kampongs, latrines, stalle, buitegeboue en dergelike geboue en bouwerke wtkalk;
- (3) laai en aflaai;
- (4) artikels optel, dra, verplaas of stapel; enige voertuig stoot of trek;
- (5) vure maak en aan die brand hou en vuilgoed verwyder;
- (6) klip, klei, of sand losmaak, uithaal, opbreek, of sprei; slote of fondamente graaf of ander graafwerk doen;
- (7) bome of plantegroei omkap, vernietig of verwyder;
- (8) geboue of ander bouwerke afbreek;
- (9) masjiene voer of daarvan afneem, behalwe drukmasjiene; tens of daeronder teenig 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 skop, hark, vork of kruiwa spre;
- (11) deure, kiste, pakkette, bale, sakke oopmaak of toemaak; leë kartonhouers wat vir verpakking gebruik word, verseel of voorberei;
- (12) lewende hawe versorg of voertuie oppas;
- (13) kiste, bale, sakke of ander houers, pakkette of artikels merk, brandmerk, sjabloneer of etiketteer;
- (14) goedere op 'n gestelde skaal afweeg;
- (15) briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer;
- (16) rantsoene kook, of tee of dergelike drankie maak;
- (17) masjinerie of voertuie (maar nie motorvoertuie nie), kruiwaens en fietse olie en sme;
- (18) tuinmaak (d.w.s. onder toesig plant, graaf, hark, grasny, spre, meng, natmaak);

- (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;
- (24) knocking in eyelets and/or metal fasteners by hand or machine provided their positions are previously indicated;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment;
- (26) putting wire hooks in ventilating pipes and/or water-bag handles; inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes; dressing 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;
- (40) preparing articles for waterproofing by smearing solution on such articles;

"mechanic" means a skilled artisan;

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

"machinist, male, qualified," means a male machinist who has had not less than three and a half years' experience;

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

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

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

"watchman" means an employee engaged in guarding goods, premises, buildings, gates or other property.

4. WAGES.

(1) Subject to the provisions of sub-sections (2) and (3) of this section, no employer shall pay and no employee shall accept less than the undernoted wages for his particular class of work:—

	Per Week.		
	£	s.	d.
(a) Blindhanger	7	5	0
(b) (i) Chopper out, unqualified—			
first six months of experience	1	10	0
second six months of experience	2	0	0
third six months of experience	2	10	0
fourth six months of experience	3	0	0
fifth six months of experience	3	10	0
sixth six months of experience	4	0	0
(ii) Chopper out, qualified	4	10	0
(c) (i) Cutter, unqualified—			
first six months of experience	2	2	0
second six months of experience	2	12	6
third six months of experience	3	5	0
fourth six months of experience	3	17	6
fifth six months of experience	4	10	0
sixth six months of experience	5	2	6
seventh six months of experience	5	15	0
eighth six months of experience	6	7	6
(ii) Cutter, qualified	7	0	0
(d) (i) Driver (deliveries).			
Drivers of motor vehicles of an unladen weight of—			
up to $\frac{1}{2}$ ton	2	15	0
over $\frac{1}{2}$ ton to 3 ton	4	5	0
over 3 ton to 5 ton	5	5	0
over 5 ton	7	0	0
(ii) Driver (staff)	2	7	9
(e) Employees not elsewhere specified	2	10	0
(f) Foreman	10	0	0
(g) (i) General assistant, unqualified—			
first six months of experience	2	0	0
second six months of experience	2	8	0
third six months of experience	2	16	0
fourth six months of experience	3	4	0
fifth six months of experience	3	12	0
sixth six months of experience	4	0	0
seventh six months of experience	4	8	0
eighth six months of experience	5	10	0
(ii) General assistant, qualified	6	10	0
(h) (i) Handyman	4	12	0
(ii) Handyman (machine)	5	0	0
(i) Mechanic	7	9	6
(j) Labourers and watchmen—			
(i) Under 18 years of age	1	2	6
(ii) 18 years of age and over	1	15	0

- (19) artikels van gelyke grootte en getal verpak in houters wat spesiaal gemaak is om sulke artikels te bevat;
- (20) materiaal of vervaardigde artikels oprol;
- (21) afknip;
- (22) toue insit, stringe knoop, spantoue knoop;
- (23) pale en tentkappe verf; hout vir tentpale beits;
- (24) ogies en/of metaalvasmakers met die hand of met behulp van 'n masjien inslaan, mits die plekke daarvoor eers gemerk is;
- (25) metaalpuntjies met of sonder ogies en/of drukknoopies op webtoerusting vasklamp;
- (26) draadhake in ventilasiepype en/of watersakhandvatsels insit; wasters insit;
- (27) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek behandel;
- (28) gate onder toesig in mure of lateie maak, boor of slaan;
- (29) tou en web volgens vaste afmetings sny; drade afsny;
- (30) materiaal uitlê om uitgesny te word;
- (31) ente van toue omwoel;
- (32) metaalstutte of arms vir skerms oortrek;
- (33) pakkette toemaak, baal, merk, toedraai;
- (34) batterye met gedistilleerde water vul;
- (35) vodde of afvalmateriaal sorteer;
- (36) die handvat van 'n handkragmasjien draai;
- (37) opvou, uitrol en uitlê;
- (38) sakke met die hand herstel;
- (39) splitswerk doen;
- (40) artikels voorwerpe voorberei om waterdig te maak deur 'n oplossing daaraan te smeer;

„werktuigkundige”, 'n geskoolde ambagsman;

„masjini”, 'n werknemer wat 'n hand- of kragnaaimasjien bedien;

„masjinis, manlik, gekwalifiseer,” 'n manlike masjinis met minstens $3\frac{1}{2}$ jaar ervaring;

„masjinis, manlik, ongekwalifiseer,” 'n manlike masjinis met minder as $3\frac{1}{2}$ jaar ervaring;

„masjinis, vroulik, gekwalifiseer,” 'n vroulike masjinis met minstens $2\frac{1}{2}$ jaar ervaring;

„masjinis, vroulik, ongekwalifiseer,” 'n vroulike masjinis met minder as $2\frac{1}{2}$ jaar ervaring;

„wag”, 'n werknemer wat goedere, persele, geboue, hekke of ander eiendom bewaak.

4. LONE.

(1) Onderworpe aan die bepalings van subartikels (2) en (3) van hierdie artikel, mag geen werkgewer minder as ondergenoemde lone vir 'n besondere klas werk betaal en geen werknemer mag dit aanneem nie:—

	Per week.		
	£	s.	d.
(a) Blindinghanger	7	5	0
(b) (i) Uitknipper, ongekwalifiseer—			
eerste ses maande ervaring	1	10	0
tweede ses maande ervaring	2	0	0
derde ses maande ervaring	2	10	0
vierde ses maande ervaring	3	0	0
vyfde ses maande ervaring	3	10	0
sesde ses maande ervaring	4	0	0
(ii) Uitknipper, gekwalifiseer	4	10	0
(c) (i) Snyer, ongekwalifiseer—			
eerste ses maande ervaring	2	0	0
tweede ses maande ervaring	2	12	6
derde ses maande ervaring	3	5	0
vierde ses maande ervaring	3	17	6
vyfde ses maande ervaring	4	10	0
sesde ses maande ervaring	5	2	6
sewende ses maande ervaring	5	15	0
agste ses maande ervaring	6	7	6
(ii) Snyer, gekwalifiseer	7	0	0
(d) (i) Afleweringsmotorbestuurder—			
bestuurders van motorvoertuie van 'n gewig sonder wag van—			
tot en met $\frac{1}{2}$ ton	2	15	0
oor $\frac{1}{2}$ ton tot en met 3 ton	4	5	0
oor 3 ton tot en met 5 ton	5	5	0
oor 5 ton	7	0	0
(ii) Personeelmotorbestuurder	2	7	9
(e) Werknemers nie elders genoem nie	2	10	0
(f) Voorman	10	0	0
(g) (i) Algemene helper, ongekwalifiseer—			
eerste ses maande ervaring	2	0	0
tweede ses maande ervaring	2	8	0
derde ses maande ervaring	2	16	0
vierde ses maande ervaring	3	4	0
vyfde ses maande ervaring	3	12	0
sesde ses maande ervaring	4	0	0
sewende ses maande ervaring	4	8	0
agste ses maande ervaring	5	10	0
(ii) Algemene helper, gekwalifiseer	6	10	0
(h) (i) Handlanger	4	12	0
(ii) Masjienhandlanger	5	0	0
(i) Werktuigkundige	7	9	6
(j) Arbeiders en wagte—			
(i) Onder 18 jaar oud	1	2	6
(ii) Oor 18 jaar	1	15	0

	Per Week.
	£ s. d.
(k) (i) Machinist, female, unqualified—	
first six months of experience	1 15 0
second six months of experience	2 3 0
third six months of experience	2 11 0
fourth six months of experience	2 19 0
fifth six months of experience	3 7 0
(ii) Machinist, female, qualified	3 17 6
(l) (i) Machinist, male, unqualified—	
first six months of experience	2 0 0
second six months of experience	2 8 6
third six months of experience	2 17 0
fourth six months of experience	3 5 6
fifth six months of experience	3 14 0
sixth six months of experience	4 2 6
seventh six months of experience	4 11 0
(ii) Machinist, male, qualified	5 0 0

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

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

(4) Should the wages provided for in this section, together with the cost of living allowance payable thereon in terms of clause 5, amount in total at any time to less than the basic wages plus the cost of living allowance payable for the same class of employee in terms of the Determination No. 140, dated 1st August, 1947, Government Notice No. 1552, for the Canvas Industry, then the wages plus the cost of living allowance payable in terms of the said Determination shall apply to such class of employee. This provision shall not apply to drivers.

Any adjustment necessary in terms of this sub-clause shall be made on the basic wages set out in clause 4 (1) so that the percentage cost of living ruling from time to time in terms of clause 5 shall always be applicable.

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

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class;

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

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

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

A general assistant who is required to perform any of the duties of a machinist shall while thus occupied be paid at the same rate as he was entitled to be remunerated while working as a general assistant.

5. COST OF LIVING ALLOWANCE.

(1) (a) To the wages payable to employees in terms of section 4 there shall be added a percentage calculated at the rate of 2½ per cent. for each completed 2.5 points by which the retail price index number exceeds 100; provided, however, that should the index rise to 175.0 no further variation in the percentage shall take place thereafter until a period of 26 weeks has elapsed from the date on which 75 per cent. was payable. On the expiration of such period of 26 weeks the percentage shall then be calculated on the retail price index number then prevailing and such limitations on variations in the percentages for periods of 26 weeks shall continue during the currency of the Agreement; provided further however that at no time shall the percentage be less than 50.

The percentage so added shall be known as the cost of living allowance.

For the purpose of this sub-section "retail price index number" means the index number relating to food, fuel, light, rent and sundries for the Witwatersrand in the table headed "each area compared with itself in 1938=100" as assessed by the Director of Census and published in the monthly press releases.

(b) In determining the amount of cost of living allowance payable to employees, overtime earnings shall be included in making such computations.

	Per Week.
	£ s. d.
(k) (i) Masjinis, vroulik, ongekwalifiseer—	
eerste ses maande ervaring	1 15 0
tweede ses maande ervaring	2 3 0
derde ses maande ervaring	2 11 0
vierde ses maande ervaring	2 19 0
vyfde ses maande ervaring	3 7 0
(ii) Masjinis, vroulik, gekwalifiseer	3 17 6
(l) (i) Masjinis, manlik, ongekwalifiseer—	
eerste ses maande ervaring	2 0 0
tweede ses maande ervaring	2 8 6
derde ses maande ervaring	2 17 0
vierde ses maande ervaring	3 5 6
vyfde ses maande ervaring	3 14 0
sesde ses maande ervaring	4 2 6
sewende ses maande ervaring	4 11 0
(ii) Masjinis, manlik, gekwalifiseer	5 0 0

(2) 'n Werknemer wat op die datum van publikasie van hierdie Ooreenkoms in diens is teen loonskaal wat vir hom gunstiger is as dié wat in hierdie artikel vir 'n werknemer van sy klas voorgeskryf word, moet steeds daardie loon ontvang vir solank hy by dieselfde werkgever in diens bly.

(3) Geen deel van die werk wat hoort by die aanbring van blindings of skermis mag anders as onder toesig van 'n voorman of blindhanger uitgevoer word nie.

(4) Indien die lone wat in hierdie artikel voorgeskryf word, tesame met die lewenskostetoelae wat daarop kragtens klousule 5 betaalbaar is, te eniger tyd altesame minder sou wees as die basiese loon plus die lewenskostetoelae wat vir die elfde klas werknemer betaalbaar is kragtens Vasstelling No. 140 van 1 Augustus 1947, Goewermentskennisgewing No. 1552 vir die Seildoeknywerheid, moet die lone plus lewenskostetoelae wat kragtens die genoemde Vasstelling betaalbaar is, op daardie klas werknemer toegepas word. Hierdie bepaling is nie op motorbestuurders van toepassing nie.

Elke aanpassing wat kragtens hierdie subklousule nodig is, moet gemaak word op die basiese lone wat in klousule 4 (1) voorgeskryf word, sodat die persentasie-lewenskoste wat van tyd tot tyd kragtens klousule 5 van krag is, altyd van toepassing moet wees.

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

- 'n hoër loon as dié vir sy eie klas; of
- 'n opgaande loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas,

in subartikel (1) voorgeskryf word, moet daardie werknemers vir al die gewone werkure van die fabriek op daardie dag, 'n loon betaal—

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

met dien verstande dat as die enigste verskil tussen klasse kragtens subartikel (1) op ervaring, geslag of ouderdom berus, die bepaling van hierdie subartikel nie van toepassing is nie.

'n Algemene helper van wie vereis word om enigeen van die werksaamhede van 'n masjinis te verrig, moet vir die tyd wat hy aldus werksaam is, betaal word teen die skaal van besoldiging waartoe hy reg het wanneer hy as 'n algemene helper werk.

5. LEWENSKOSTETOELAE.

(1) (a) Aan die lone wat ingevolge die bepaling van artikel 4 aan werknemers betaalbaar is, moet 'n persentasie, bereken volgens die skaal van 2½ persent vir elke volle 2.5 punte waarmee die kleinhandelprysindekssyfer 100 oorskry, toegevoeg word; met dien verstande, egter, dat geen verdere wysiging in die persentasie daarna mag plaasvind nie as die indeks tot op 175.0 gestyg het, tot 26 weke verloop het sedert die datum waarop 75 persent betaalbaar was. Na afloop van hierdie tydperk van 26 weke, moet die persentasie bereken word volgens die kleinhandelprysindekssyfer wat dan van krag is, en die beperkings op wysigings in die persentasie vir tydperke van 26 weke moet voortgaan terwyl die Ooreenkoms van krag bly; voorts met dien verstande dat die persentasie nooit onder 50 mag wees nie.

Die persentasie wat aldus bygevoeg moet word, staan bekend as die lewenskostetoelae.

Vir die doeleindes van hierdie subartikel beteken „kleinhandelprysindekssyfer“ die indekssyfer met betrekking tot voedsel, brandstof, lig, huur en diverse vir die Witwatersrand in die tabel met die hofie „elke gebied vergelyk met homself in 1938=100“, soos vasgestel deur die Direkteur van Sensus en in die maandelikse persverklarings gepubliseer.

(b) Vir vasstelling van die bedrag van lewenskostetoelae wat aan werkgevers betaalbaar is, moet oortydverdienste by die berekening ingesluit word.

(c) The allowance shall also be added to any amount payable in terms of sections 11, 12 and 23.

(2) The allowance payable in terms of this section shall be paid weekly at the same time as the employee's other remuneration is paid to him.

(3) Variations in the amounts due to be paid as cost of living allowance shall become operative and binding on the first pay-day following the date of publication of the press release from the Director of Census and Statistics of the retail price index number.

(4) The allowance payable in terms of this section shall include any allowance payable in terms of War Measure No. 43 of 1942, as amended, or as may be amended from time to time, provided that where the allowance payable in terms of this section is less than the allowance prescribed in the said War Measure the latter allowance shall be payable.

(5) The provisions of sub-sections (1) (a) and (3) of this section shall not apply to drivers. The allowance payable to these employees shall be that as prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

6. PAYMENT OF WAGES AND RATES.

(1) Wages and rates shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay-day of the employee.

(2) No premium for the training of an employee shall be charged or accepted by an employer.

(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.

(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—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 sections 16, 17 and 21 of this Agreement.

(d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

7. PIECE-WORK.

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.

8. RATIO OF EMPLOYEES.

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

(2) Before an employer may employ an unqualified general assistant, one qualified general assistant shall be employed and for each three unqualified general assistants there shall be employed at least one qualified general assistant. The whole of the provisions of this paragraph shall apply equally to the employment of male machinists, female machinists, cutters and choppers out; provided further that, before a chopper out is employed, one cutter must be employed, and for each three choppers out there shall be employed at least one cutter. For the purpose of this paragraph the expressions "cutter" and "chopper out" shall include cutters and choppers out whether qualified or not but in so far as ratios as between qualified and unqualified cutters and as between qualified and unqualified choppers out are concerned, the provisions of the previous paragraph shall always apply.

(3) For the purposes of this section an employer may regard himself as an employee in any category enumerated herein; provided he is wholly or mainly engaged on the work in such category and provided further that he has had the requisite experience required of an employee in such category.

The application of this sub-section 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 outwork to be done except in a factory as defined in section three of Chapter 1 of the Factories, Machinery and Building Work Act, 1941.

(c) Die toelae moet ook by elke bedrag gevoeg word wat kragtens artikels 11, 12 en 23 betaalbaar is.

(2) Die toelae wat kragtens hierdie artikel betaalbaar is, moet weekliks betaal word terselfdertyd as wat die werknemer se ander besoldiging aan hom betaal word.

(3) Wysigings van die bedrae wat as lewenskostetoelae betaal moet word, gaan in en is bindend op die eerste betaaldag wat volg op die datum van publikasie van die kleinhandelprysindeks-syfer ooreenkomstig die persverklarings deur die Direkteur van Sensus.

(4) Die toelae wat kragtens hierdie artikel betaalbaar is, moet enige toelae wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, of van tyd tot tyd gewysig kan word, insluit, met dien verstande dat wanneer die toelae wat kragtens hierdie artikel betaalbaar is, minder is as die toelae wat in die genoemde Oorlogsmaatreël voorgeskryf word, die laasgenoemde toelae betaal moet word.

(5) Die bepalings van subartikels (1) (a) en (3) van hierdie artikel is nie op motorbestuurders van toepassing nie. Die toelae wat aan daardie werknemers betaal moet word, is dié wat voorgeskryf is in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of van tyd tot tyd gewysig kan word.

6. BETALING VAN LONE.

(1) Lone is weekliks in kontant betaalbaar, of by beëindiging van diens as dit voor die gewone betaaldag van die werknemer plaasvind.

(2) Geen premie vir die opleiding van 'n werknemer mag deur 'n werkgever bereken of aangeneem word nie.

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

(4) Geen kortings van enige aard, behalwe die volgende, mag van die lone wat aan 'n werknemer verskuldig is, afgetrek word nie—

(a) wanneer 'n werknemer van werk afwesig is, 'n *pro rata* bedrag vir die tydperk van die afwesigheid;

(b) met skriftelike toestemming van die werknemer, aftrekkings vir verlof-, versekerings- of pensioenfondse;

(c) heffings en ledesgeld ooreenkomstig artikels 16, 17 en 21 van hierdie Ooreenkoms;

(d) elke bedrag wat deur 'n werkgever betaal word wat hy, kragtens 'n wet, ordonnansie of regsgeeding verplig is om namens 'n werknemer te betaal.

7. STUKWERK.

'n Werkgever kan van sy werknemers vereis of hulle toelaat om stukwerk te verrig of volgens 'n ander stelsel te werk waar verdienste op die hoeveelheid of omvang van gedane werk gebaseer word, met dien verstande dat hy dié skriftelike toestemming van die Raad verkry.

8. GETALLEVERHOUDING VAN WERKNEMERS.

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

(2) Voordat 'n werkgever 'n ongekwalifiseerde algemene helper in diens kan neem, moet een gekwalifiseerde algemene helper in diens wees, en vir elke drie ongekwalifiseerde algemene helpers moet daar minstens een gekwalifiseerde algemene helper in diens wees. Al die bepalings van hierdie paragraaf is net so van toepassing op die indiensneming van manlike masjiniste, vroulike masjiniste, snyers en uitknippers.

Voorts met dien verstande dat een snyer in diens geneem moet word voordat een uitknipper in diens geneem kan word, en vir elke drie uitknippers moet daar minstens een snyer in diens wees. Vir die doel van hierdie paragraaf sluit die uitdrukkings „snyer" en „uitknipper" snyers en uitknippers in, hetsy gekwalifiseer of ongekwalifiseer, maar vir sover dit die getalleverhouding tussen gekwalifiseerde en ongekwalifiseerde snyers en tussen gekwalifiseerde en ongekwalifiseerde uitknippers betref, bly die bepalings van die voorafgaande paragraaf altyd van toepassing.

(3) Vir die doeleindes van hierdie artikel kan 'n werkgever homself as 'n werknemer beskou in enige kategorie hierin opgenoem, met dien verstande dat hy uitsluitlik of gedeeltelik werk in die kategorie doen, en voorts met dien verstande dat hy die nodige ervaring gehad het van 'n werknemer in daardie kategorie vereis word.

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

9. BUITEWERK.

(1) Geen werkgever kan van enigeen van sy werknemers vereis of hom toelaat om werk elders as in sy inrigting in die nywerheid, met inbegrip van herstel en inmeekaarsit, te verrig nie, behalwe wanneer sulke werk gedoen word vir uitvoering of voltooiing van 'n bestelling wat by die werkgever geplaas is en uit die aard van die werk nie in die inrigting verrig kan word nie.

(2) Geen werknemer mag vir eie rekening, vir verkoop en/of wins en/of namens enige ander persoon of firma om werk vra, of bestellings aanneem, of enige werk in die nywerheid verrig nie terwyl hy by 'n werkgever in die nywerheid in diens is.

(3) Geen werkgever kan buitewerk uitbestee nie, behalwe vir verrigting daarvan in 'n fabriek soos bepaal in artikel drie van Hoofstuk 1 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(1) (a) The number of hours of work per week in respect of which minimum wages are prescribed in section 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 sub-section (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 outside the usual working hours on any weekday shall be regarded as overtime and shall be paid for in respect of the first three hours at the rate of time and a third and at the rate of one and a half times the hourly wage in respect of any further hours so worked. Any time worked in excess of the usual weekly working hours shall be paid for in respect of the first three hours at the rate of one and one-third times the hourly wage and at one and one-half times the hourly wage in respect of any further hours so worked; provided that where overtime 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) No employer shall require or permit any employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

- (a) in the middle of each first work period in a day;
- (b) 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) Save as provided in sub-clauses (e) and (f) all hours of work shall be consecutive.

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

- (i) between 6 p.m. and 6 a.m.; or
- (ii) after 1 p.m. on more than five days in any week.

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

- (i) for more than two hours on any day;
- (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—

- (a) given notice thereof to such employee before midday; or
- (b) provided such employee with an adequate meal before she has to commence overtime; or
- (c) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(j) For the purposes of sub-section (1) (a) of this section an employee who does not work on any public holiday referred to in sections 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.

Any time worked on Good Friday, Easter Monday or Labour Day shall be paid at the rate of double time, i.e. pay for the holiday at usual rate plus pay for working at the usual rate.

(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.

The provisions of this section shall not apply to "watchmen".

(5) An employer shall be entitled to close his factory on any public holiday falling on a Monday. If the employees are notified thereof at least one calendar week beforehand, no payment of remuneration need be made, provided such public holiday is not one of those referred to in sections 11 (1) or 11 (2) (a).

(1) (a) Die getal werkure per week ten opsigte waarvan minimum lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word, is hoogstens 42, wat, onderworpe aan paragraaf (b), beskou moet word dat dit die gewone werkure is.

(b) Die gewone werkure in 'n week kan volgens aanwysing van die werkgewer, oor die hele week verdeel word. Die werkgewer moet op 'n opvallende plek in sy inrigting 'n kennisgewing vertoon wat die tyd wat elke dag gedurende die volgende week deur elke werknemer gewerk moet word, aantoon; met dien verstande dat onderworpe aan subartikel (1) (c), die gewone daaglikse werkure hoogstens ondergenoemde moet wees—

- (i) vyf uur op een dag in 'n week en agt uur op die ander dae van daardie week, in die geval van inrigtings waarin werknemers gewoonlik ses dae per week werk;
- (ii) nege uur op 'n dag in die geval van inrigtings waarin werknemers gewoonlik nie meer as vyf dae per week werk nie.

(c) Alle tyd wat buite die gewone werkure op 'n dag gewerk word, moet as oortyd beskou word en moet vir die eerste drie ure teen 1½ maal die uurloon en vir alle verdere ure wat aldus gewerk word, teen anderhalfmaal die uurloon betaal word. Alle tyd wat bo die gewone weeklikse werkure gewerk word, moet vir die eerste drie ure teen 1½ maal die uurloon en vir alle verdere ure wat aldus gewerk word, teen anderhalfmaal die uurloon betaal word; met dien verstande dat as oortyd bereken op 'n daaglikse basis verskil van dié bereken op 'n weeklikse basis, die basis wat vir die werknemer die gunstigste is, aangeneem moet word.

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

(e) Geen werkgewer kan van 'n werknemer vereis of hom toelaat om vir 'n aaneenlopende tydperk van meer as vyf uur, sonder 'n ononderbroke tussenpoos van minstens een uur te werk nie; met dien verstande dat vir die doeleindes van hierdie paragraaf, werktidperke wat onderbreek word deur tussenpose van minder as een uur, as aaneenlopend beskou moet word.

(f) 'n Werkgewer moet aan elkeen van sy werknemers 'n ruspoos van minstens tien minute toestaan so na as moontlik—

- (i) in die middel van elke eerste werktidperk op 'n dag;
- (ii) in die middel van elke tweede werktidperk op 'n dag; waarin dit van die werknemer nie vereis of hy toegelaat kan word om enige werk te verrig nie en daardie ruspoos moet beskou word as deel van die gewone werkure.

(g) Behalwe soos bepaal in subklousules (e) en (f), is alle werkure aaneenlopend.

(h) Van 'n vroulike werknemer kan dit nie vereis en kan sy nie toegelaat word om—

- (i) tussen 6 nm. en 6 vm. te werk nie;
- (ii) op meer as vyf dae in 'n week na 1 nm. te werk nie;
- (i) Van geen vroulike werknemer kan dit vereis en kan sy nie toegelaat word om—

- (i) oortyd vir meer as twee uur op 'n dag te werk nie;
- (ii) oortyd op meer as drie agtereenvolgende dae te werk nie;
- (iii) oortyd op meer as 60 dae in 'n jaar te werk nie;
- (iv) na voltooiing van haar gewone werkure oortyd vir meer as een uur op 'n dag te werk nie, tensy die werkgewer—

- (a) daardie werknemer voor twaalfuur middag daarvan in kennis gestel het; of
- (b) daardie werknemer van 'n voldoende maaltyd voorsien het voordat sy met oortyd moet begin; of

(c) daardie werknemer betyds 'n toelae van 1s. 6d. betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

(j) Vir die doeleindes van subartikel (1) (a) van hierdie artikel, word dit beskou dat 'n werknemer wat nie op 'n openbare vakansiedag wat in artikels 10 (5) en 11 (1) genoem word, werk nie, of op daardie openbare vakansiedag minder as sy gewone werkure vir die dag van die week waarop daardie vakansiedag val, werk, sy gewone werkure vir daardie dag gewerk het.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom minstens dubbel die besoldiging betaal wat ten opsigte van die tydperk wat gewoonlik deur hom op 'n volle weekdag gewerk word, betaalbaar is hetsy die werknemer op dié Sondag al sy gewone daaglikse werkure gewerk het of nie. Alle tyd wat op dié Sondag meer as die gewone daaglikse werkure gewerk word, moet teen dubbel die uurloon betaal word.

Alle tyd wat op Goeie-Vrydag, Paasmaandag, of Arbeidersdag gewerk word, moet teen die skaal van dubbel die tarief betaal word, d.w.s. betaling vir die openbare vakansiedag teen die gewone skaal plus betaling vir werk teen die gewone skaal.

(3) Wanneer daar weens bedryfsbehoefes of andersins, 'n tekort aan werk in 'n inrigting is, moet die werkgewer die werk soveel as moontlik gelykop verdeel onder die betrokke werknemers.

(4) 'n Werknemer wat hom op 'n dag by die gewone begintyd van 'n inrigting 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 tot die fabriek se middagonderbrekingsluitingstyd, of, in die geval van Saterdag, tot die tyd waarop die fabriek sluit, tensy die werkgewer hom 24 uur vantevore in kennis gestel het dat geen werk beskikbaar sal wees nie.

Die bepalinge van hierdie artikel is nie op „wagte” van toepassing nie.

(5) 'n Werkgewer het die reg om sy fabriek op 'n vakansiedag wat op 'n Maandag val, te sluit. As die werknemers minstens een kalenderweek vooraf daarvan in kennis gestel is, hoef geen besoldiging betaal word nie, met dien verstande dat hierdie openbare vakansiedag nie een van dié is wat in artikels 11 (1) of 11 (2) (a) genoem word nie.

11. HOLIDAYS.

(1) Good Friday, Easter Monday, Labour 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.

(2) (a) Every employer shall grant to each of his employees three weeks' annual leave on full pay which shall include Dingaans Day, Christmas Day and New Year's Day, such leave to commence on Dingaans Day each year; provided, however, the employer shall be entitled to defer the commencement of such three weeks leave until Christmas Day in which event he shall allow each of his employees Dingaans Day as a paid holiday.

The employer shall be obliged to notify his employees 6 weeks beforehand of the day on which he proposes the leave shall commence.

(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; provided, however, that should an employee's service amount to less than 52 weeks at the date on which the establishment closes for annual leave, he shall be granted three weeks holiday and shall be paid a pro rata amount assessed in terms of clause (d) (ii) of this section.

(c) Any period during which an employee—

- (i) is on leave in terms of this section; or
- (ii) undergoes peace training under the South Africa Defence Act, 1912; or
- (iii) is absent from work on the instruction or at the request of the employer; or
- (iv) is absent from work owing to illness not exceeding 30 days during any twelve months of employment; or
- (v) is under notice or is being paid as a result of a fire in terms of section 23;

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

(d) Upon termination of employment the employer shall pay to the employee his full pay—

- (i) in respect of any period of leave which has accrued to him but was not granted before the date of the termination of the employment; and
- (ii) at the rate of 1/17th of the weekly wage in respect of each completed week of employment with the employer after the date on which he last became entitled to leave in terms of sub-paragraph (a), or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(e) No employee shall for remuneration, engage in his normal occupation during the period of his holiday leave, whether the leave is for three full weeks or for portion of a week, calculated on the basis outlined in sub-paragraphs (d) and (f) of this paragraph.

(f) The holiday allowance 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 peace training under the South Africa Defence Act, 1912.

12. TERMINATION OF EMPLOYMENT.

Not less than one week's notice shall be given by the employer or employee to terminate a contract of service, which notice shall take effect from the close of the pay-day following such notice; provided that where an employee has worked for one month or less, twenty-four hours' notice of termination of services may be given either by employer or employee. This shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a period of notice longer than one week;

provided that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice; provided further that an employee who absents himself for a period of longer than 168 hours from the time he should have attended work may be regarded as having deserted, unless he obtains his employer's permission to be absent.

13. CERTIFICATE OF SERVICE.

(1) Each 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.

11. VAKANSIEDAE.

(1) Goeie-Vrydag, Paasmaandag, Arbeidersdag is vakansiedae met betaling, hetsy so 'n vakansiedag op 'n werkdag val of nie.

Betaling vir so 'n vakansiedag is die bedrag wat vir die langste dag wat gewoonlik deur die inrigting gewerk word, betaal word.

(2) (a) Elke werkgewer moet drie weke jaarlikse verlof aan elkeen van sy werknemers met volle besoldiging toestaan, wat Dingaansdag, Kersdag en Nuwejaarsdag insluit, en hierdie verlof begin elke jaar op Dingaansdag; met dien verstande, egter, dat die werkgewer die reg het om die aanvang van die drie weke tot Kersdag uit te stel, en in hierdie geval moet hy toelaat dat Dingaansdag vir elkeen van sy werknemers 'n betaalde vakansiedag is.

Die werkgewer is verplig om sy werknemers 6 weke voor die tyd in kennis te stel van die dag waarop hy van voorneme is om die verlof te laat begin.

(b) Kwalifisering vir dié verlof is 52 weke ononderbroke diens by dieselfde werkgewer, gereken van die datum af waarop sy jongste jaarlikse verlof verskuldig geword het; met dien verstande, egter, dat wanneer 'n werknemer se diens minder as 52 weke sou bedra op die datum waarop die inrigting vir jaarlikse verlof sluit, hy drie weke verlof toegestaan moet word en hy 'n eweredige bedrag betaal moet word wat kragtens klousule (d) (ii) van hierdie artikel vasgestel moet word.

(c) Elke tydperk waarin 'n werknemer—

- (i) met verlof kragtens hierdie artikel afwesig is; of
- (ii) vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, 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 altesame hoogstens 30 dae gedurende enige twaalf maande diens bedra; of
- (v) onder diensopsegging is of betaal word as gevolg van brand ooreenkomstig artikel 23;

moet vir die doeleindes van paragrafe (b) en (d) van hierdie sub-artikel as diens gereken word.

(d) By diensbeëindiging moet die werkgewer die werknemer sy volle loon uitbetaal—

- (i) ten opsigte van elke tydperk van verlof wat aan hom verskuldig geword het, maar nog nie voor die datum van diensbeëindiging toegestaan is nie; en
- (ii) teen die skaal van 1/17de van die weekloon ten opsigte van elke volle week diens by die werkgewer na die datum waarop hy laas tot verlof kragtens subparagraaf (a) geregtig geword het, of, in die geval van 'n werknemer wat vir minder as twaalf maande in diens was, na die datum van aanvang van sy diens.

(e) Geen werknemer mag gedurende sy tydperk van vakansie-verlof, hetsy die verlof vir drie volle weke of vir 'n gedeelte van 'n week is bereken op die basis uiteengesit in subparagrafe (d) en (f) van hierdie paragraaf, vir besoldiging in sy vak werk nie.

(f) Die verloftoelae moet bereken word teen die skaal van besoldiging wat die werknemer onmiddellik voor die datum waarop die verlof verskuldig geword het, of, na gelang van die geval, sy diens beëindig is, ontvang het en moet uiters op die laaste werkdag voor die aanvang van genoemde verloftydperk betaal word.

(g) Die verloftydperk mag nie saamval met 'n tydperk wat 'n werknemer onder diensopsegging is, of vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan nie.

12. BEÏNDIGING VAN DIENS.

Die werkgewer of werknemer moet minstens een week opsegging vir beëindiging van die dienskontrak gee, en daardie opsegging gaan in van die sluitingstyd op die betaaldag wat op daardie opsegging volg; met dien verstande dat wanneer 'n werknemer een maand of korter gewerk het, vier-en-twintig uur opsegging vir beëindiging van die dienskontrak deur hetsy die werkgewer of werknemer gegee kan word. Dit maak nie inbreuk op—

- (a) 'n werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n goeie rede wat wetlik as voldoende erken word;
- (b) 'n ooreenkoms tussen die werkgewer en werknemer wat voorsiening maak vir 'n diensopseggingstermyn van langer as een week nie;

met dien verstande dat 'n werkgewer 'n werknemer loon kan betaal in plaas van die diensopsegging te gee wat voorgeskryf of waartoe ooreengekom is.

Voorts met dien verstande dat dit van 'n werknemer wat afwesig is vir 'n tydperk van langer as 168 uur van die tyd af wanneer hy werk toe moes gegaan het, gesê kan word dat hy gedros het, tensy hy sy werkgewer se toestemming het om afwesig te wees.

13. DIENSSERTIFIKAAT.

(1) Die Raad moet aan elke werknemer 'n boekie in die vorm van Aanhangsel A hiervan verskaf en die werkgewer moet by diensbeëindiging die nodige besonderhede in die werknemer se boekie invul.

(2) The employer shall, before engaging an applicant for work, require such applicant to produce his book completed or issued in accordance with provisions of sub-section (1) of this section, or a certificate signed by the Secretary to 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) 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 to the Council shall issue to every person granted exemption a licence of exemption signed by him, setting out—

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

(4) The Secretary to the Council shall—

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

(i) the Divisional Inspector of Labour, P.O. Box 4560, Johannesburg; or

(ii) the Divisional Inspector of Labour, P.O. Box 393, Pretoria;

as the case may be.

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 purpose of meeting the expenses of the Council, each employer shall deduct 5d. per week from the earnings of each of his employees. To the amount so deducted, the employer shall add 7d. per week per employee and forward month by month, not later than the tenth day of each subsequent month, the total sum to the Secretaries 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.

This section shall not apply to labourers.

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, 31 Shakespeare House, Commissioner Street, Johannesburg, the amounts deducted not later than the tenth 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 section shall not apply to foreman or labourers.

18. MEMBERSHIP OF TRANSVAAL CANVAS AND ALLIED TRADES' ASSOCIATION AND SOUTH AFRICAN CANVAS AND ROPEWORKERS' UNION.

(1) No member of the South African Canvas and Ropeworkers' Union shall accept employment with any employer who is not a member of the Transvaal Canvas and Allied Trades' Association, and no member of the Transvaal Canvas and Allied Trades' 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 the production of a membership card for the current year.

(2) Die werkgever moet, voordat hy 'n applikant vir werk in diens neem, van daardie aplikant voorlegging vereis van sy boekie, ingevul of uitgereik ooreenkomstig die bepalings van sub-artikel (1) van hierdie artikel, of 'n sertifikaat, wat deur die Sekretaris van die Raad onderteken is en die lengte van vorige ervaring (indien enige) vermeld wat gereken moet word vir die doel van vasstelling van die loon wat aan die applikant betaal moet word, met dien verstande dat in die geval van 'n applikant wat nie voorheen in die nywerheid werksaam was, geen sertifikaat vereis kan word nie.

14. VRYSTELLINGS.

(1) Die Raad kan vrystelling aan of ten opsigte van enige persoon van enige bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes waarop die vrystelling verleen word en die termyn waarvoor die vrystelling van krag is, vasstel; met dien verstande dat die Raad na goeddunke en nadat een week skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, of die termyn 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 wat onderstaande vermeld:—

- Die naam van die betrokke persoon voluit;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop die vrystelling verleen word; en
- die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- alle vrystellingsertifikate wat uitgereik word, in volgorde nummer;
- van elke vrystellingsertifikaat wat uitgereik word, 'n afskrif bewaar; en

(c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgever stuur en ook, na gelang van die geval, aan—

(i) die Afdelingsinspekteur van Arbeid, Posbus 4560, Johannesburg; of, na gelang van die geval;

(ii) die Afdelingsinspekteur van Arbeid, Posbus 393, Pretoria, stuur.

15. WERKNEMERVEERTENWOORDIGERS OP DIE RAAD.

Elke werkgever moet aan enigeen van sy werknemers wat 'n verteenwoordiger op die Raad is, alle redelike geleentheid gee om sy pligte in verband met die Raad se werk te vervul.

16. RAADSFONDS.

Om in die uitgawes van die Raad te voorsien, moet elke werkgever 5d. per week van die dienste van elkeen van sy werknemers aftrek. By die bedrag wat aldus afgetrek word, moet die werkgever 7d. per week per werknemer voeg en elke maand, uiters die 10de dag van elke volgende maand, die totale bedrag aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, opstuur tesame met 'n staat wat die name van die werknemers en die tydperk wat deur die betaling gedek word, vermeld.

Dié afrekkings en byvoegings moet ook ten volle geskied wanneer 'n werknemer kragtens klousules 11, 12 en 23 van hierdie Ooreenkoms betaal word en moet ook ten volle geskied selfs in die geval van 'n werknemer wat minder as 'n volle week se loon betaal word.

Hierdie artikel is nie op arbeiders van toepassing nie.

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

17. VAKVERENIGINGLEDIGELD.

Elke werkgever moet weekliks van die dienste van elkeen van sy werknemers die lopende ledigeld wat deur sy werknemers aan die vakvereniging verskuldig is, aftrek ooreenkomstig die skale wat betaal moet word en 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 aldus afgetrek word uiters die 10de dag van elke volgende maand aan die Sekretaris van die S.A. Canvas and Ropeworkers' Union, Shakespearegebou 31, Commissionerstraat, Johannesburg, stuur, tesame met 'n staat wat die name van die werknemers en die tydperk wat deur die betaling gedek word, vermeld.

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

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

18. LIDMAATSKAP VAN DIE TRANSVAAL CANVAS AND ALLIED TRADES' ASSOCIATION EN SOUTH AFRICAN CANVAS AND ROPEWORKERS' UNION.

(1) Geen lid van die South African Canvas and Ropeworkers' Union mag by enige werkgever wat nie 'n lid van die Transvaal Canvas and Allied Trades' Association is, werk aanneem nie en geen lid van die Transvaal Canvas and Allied Trades' Association mag 'n werknemer wat nie 'n lid van die South African Canvas and Ropeworkers' Union is, in diens neem 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) This section 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 section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union 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 provision of this section shall immediately come into operation.

19. PERSONS UNDER FIFTEEN.

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 employees.

21. SICK FUND.

(1) The Canvas and Allied Trades' Sick Fund (hereinafter referred to as "the fund"), established under Government Notice No. 2084 of 29th December, 1939, is hereby continued.

(2) For the purpose of meeting the expenses of the fund each employer shall make the following deductions from the wages of his employees:—

Employees earning not more than 40s. per week: 8d. per week.

Employees earning from 40s. 1d. to 70s. per week: 1s. 1d. per week.

Employees earning more than 70s. per week: 1s. 6d. per week.

For each amount so deducted the employer shall add a like amount and shall forward month by month, and not later than the tenth day of each month, the total sum collected in respect of the previous month to the Secretaries of the Council, P.O. Box 4172, Johannesburg, together with a statement giving the names of employees, the amount paid by each employee 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.

For the purpose of this sub-section "earnings" shall mean the ordinary rate of pay without cost of living allowance.

(3) All moneys received into the fund shall be deposited in a special account to be opened at Barclays Bank, Natal Bank Branch, Johannesburg.

(4) All payments out of the fund shall be by cheque drawn on the fund's account. All such cheques shall be signed by an authorised member of the Council and countersigned by the Secretary.

(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.

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 funds, provided that such person shall not be deemed to have ceased to be employed in the industry if such loss of employment is the result of illness.

(8) An auditor or auditors, whose remuneration shall be decided by the Council, shall be appointed annually.

The auditors shall audit the accounts of the fund annually, and not later than the 1st March in each year prepare a statement showing—

(a) all moneys received—

- (i) in terms of sub-section (2) hereof;
- (ii) from any other source; and

(b) expenditure incurred under all headings during the twelve months ended the 31st December preceding, together with a balance sheet showing the assets and liabilities of the fund. The audited statement and balance sheets shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

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

(10) Benefits shall cease when the amount available in the fund drops to less than £10, and shall not be resumed until the funds in hand amount to not less than £40. Any benefits, payments of which an employee would have been entitled to immediately but for this sub-section, shall become a first charge on the fund as and when payments are resumed.

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

(4) Die bepalinge van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing 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 gekom het, weier om op versoek van die South African Canvas and Ropeworkers' Union lid van die vakvereniging te word, die bepalinge van hierdie artikel onmiddellik in werking tree.

19. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

Geen werkgewer mag 'n persoon onder die ouderdom van 15 jaar in sy inrigting in diens hê nie.

20. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale op 'n duidelik sigbare plek in sy inrigting, en maklik toeganklik vir sy werknemers, vertoon en vertoon hou.

21. SIEKTEFONDS.

(1) Die Siekefonds van die Seildoek en Verwante Nywerhede (hierna genoem „die fonds”), gestig by Goewermentskennisgewing No. 2084 van 29 Desember 1939, word hierby voortgesit.

(2) Om in die uitgawes van die fonds te voorsien, moet elke werkgewer van die loon van elkeen van sy werknemers, behalwe arbeiders, ondervermelde kortings aftrek:—

Werknemers wat hoogstens 40s. per week verdien: 8d. per week.

Werknemers wat van 40s. 1d. tot 70s. per week verdien: 1s. 1d. per week.

Werknemers wat meer as 70s. per week verdien: 1s. 6d. per week.

Aan elke bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag toevoeg en uiters op die 10de dag van elke maand die hele bedrag ten opsigte van die vorige maand ingevorder, aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur tesaam met 'n staat wat die name van die werknemers, die bedrag deur elke werknemer betaal en die tydperk deur die betaling gedek, aantoon.

Die aftrekkings en byvoegings moet ook ten volle geskied, in die geval waarin 'n werknemer kragtens klousules 11, 12 en 23 van hierdie Ooreenkoms betaal word en moet ten volle geskied selfs in die geval van 'n werknemer wat minder as 'n volle week se loon betaal word.

Vir die doeleindes van hierdie subartikel, beteken „verdiens-te” die gewone loonskaal sonder lewenskostetoelae.

(3) Alle gelde wat deur die fonds ontvang word, moet gestort word in 'n spesiale rekening wat by Barclays Bank, Natal Bank-tak, Johannesburg, geopen moet word.

(4) Alle betalings uit die fonds moet geskied per tjek wat op die fonds se rekening getrek word. Al die tjeks moet deur 'n lid van die Raad wat daartoe gemagtig is, geteken word en deur die Sekretaris mede-onderteken word.

(5) Die fonds word deur die Raad beheer.

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

'n Afskrif van die 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 fonds, of bystand uit die fonds nie; met dien verstande dat dit nie beskou word dat so 'n persoon nie langer in die nywerheid werksaam is, as die werkloosheid die gevolg van siekte is nie.

(8) 'n Ouditeur of ouditeurs wie se besoldiging deur die Raad vasgestel moet word, moet jaarliks aangestel word.

Die ouditeurs moet die rekeninge van die fonds jaarliks ouditeer en uiters op 1 Maart van elke jaar 'n staat opstel wat aantoon—

(a) alle geld ontvang—

- (i) ingevolge subartikel (2) hiervan;
- (ii) uit elke ander bron; en

(b) uitgawes onder alle hofies aangeaan gedurende die twaalf maande wat op die voorgaande 31 Desember geëindig het, tesaam met 'n balansstaat wat die bates en laste van die fonds aantoon. Die geouditeerde staat en balansstaat moet daarna in die kantoor van die Raad ter insae lê en afskrifte daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(9) Alle administrasie-, bank- en ouditeurskoste moet uit die fonds betaal word.

(10) Bystand word gestaak wanneer die beskikbare bedrag in die fonds tot minder as £10 daal en word nie hervat totdat die kontant minstens £40 bedra nie. Alle bystand op die betaling waarvan 'n werknemer onmiddellik geregtig sou gewees het as dit nie vir hierdie subartikel was nie, vorm 'n eerste las teen die fonds as en wanneer uitbetalings hervat word.

(11) Subject to the regulations of the fund, referred to in sub-section (6) of this section the fund provides for the following minimum benefits to all employees in the industry:—

- (a) To all employers who have paid one calendar month's contributions—
 - (i) free consultative services of the medical officer of the fund;
 - (ii) half the cost of medical specialists' services, provided 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 such medicines are prescribed by the medical officer of the fund;
 - (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 spectacles or repairs to spectacles, provided the spectacles were supplied by and the repairs executed by the optician of the fund;
 - (vii) half the cost of ophthalmic surgeon's consultation charges, provided such services were obtained on the recommendation of the medical officer of the fund.
- (b) To all employees who have paid thirteen consecutive weeks' contributions, the following additional benefits shall apply:—
 - (i) Half the cost of dentures and dental repairs supplied and executed by the dental officer of the fund;
 - (ii) a maternity grant of £3, on production of a certificate from the medical officer of the fund that the particular employee is no longer fit for work owing to the imminence of maternity confinement.
 - (iii) sick pay not exceeding eight working weeks per calendar year at the rate of 60 per cent. of the total of their weekly wage plus cost of living allowance; provided, however, that on completion of 12 months service with the same employer 75 per cent. shall be payable.

For the purposes of section 11 (b) (iii) "weekly wage" shall mean, in regard to any unqualified employee who is in receipt of a wage higher than that prescribed in section 4 for one of his experience, the wage prescribed in section 4 which is nearest to, but below, the wage such employee is actually receiving. In the case of all other employees it shall mean the wage prescribed in section 4.

"Cost of living allowance" shall mean the percentage ruling from time to time in terms of section 5 calculated on the weekly wage referred to in the previous paragraph, provided that where such percentage of the weekly wage is an amount less than that prescribed in War Measure No. 43 of 1942, as amended, the latter allowance shall be the cost of living allowance.

Sick pay will only be available to employees on production of a preliminary and final medical certificate from the medical officer of the fund; provided, however, 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 working 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.

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.

(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 it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (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 Minister 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 renders the administration of the fund impracticable or undesirable in the opinion of the Minister, 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.

Upon the expiration of this Agreement the fund shall be liquidated by the management committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (b) of this clause and if upon the expiration 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 thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(11) Behalwe soos in die regulasies van die fonds bepaal, waarna in subartikel (6) van hierdie artikel verwys word, maak die fonds voorsiening vir die volgende minimum bystand aan alle werknemers in die nywerheid:—

- (a) Aan alle werknemers wat een kalendermaand se bydraes betaal het—
 - (i) kostelose konsultasiedienste van die fonds se mediese beampte;
 - (ii) die helfte van die koste van mediese spesialiste se dienste, met dien verstande dat sulke dienste op aanbeveling van die fonds se mediese beampte verkry is;
 - (iii) kostelose ambulansvervoer na die hospitaal;
 - (iv) kostelose medisyne, met dien verstande dat die medisyne deur die fonds se mediese amptenaar voorgeskryf is;
 - (v) kostelose tandtrek onder plaaslike verdoving, plastiese vullings en skraap van die tande slegs deur die tandkundige beampte van die fonds;
 - (vi) die helfte van die koste van brille of herstellings aan brille, met dien verstande dat die bril gelewer en die herstellings uitgevoer word deur die oogkundige van die fonds;
 - (vii) die helfte van die koste van oogheelkundige konsultasiekoste, met dien verstande dat sulke dienste op aanbeveling van die fonds se mediese beampte verkry is;
- (b) op alle werknemers wat 13 agtereenvolgende weke se bydraes betaal het, is die volgende bykomende bystand van toepassing:—
 - (i) Die helfte van die koste van plate en tandheelkundige herstellings wat deur die tandheelkundige beampte van die fonds gelewer en uitgevoer is;
 - (ii) 'n bevallings-toelae van £3 by vertoning van 'n sertifikaat van die fonds se mediese beampte, dat die betrokke werknemer weens naderende bevalling nie langer vir arbeid geskik is nie;
 - (iii) betaling vir siekteverlof van hoogstens agt werkweke per kalenderjaar teen die skaal van 60 persent van die totaal van hulle weekloon plus lewenskostoelae; met dien verstande, egter, dat 75 persent betaalbaar is na voltooiing van 12 maande diens by dieselfde werk-gewer.

Vir die doeleindes van artikel 11 (b) (iii) beteken „weekloon” ten opsigte van 'n ongekwalifiseerde werknemer wat 'n loon ontvang wat hoër is as dié voorgeskryf in artikel 4 vir een wat dieselfde ervaring het, die loon in artikel 4 voorgeskryf wat die naaste is aan maar nie minder is as die loon wat die werknemer werklik ontvang nie. In die geval van alle ander werknemers beteken dit die loon in artikel 4 voorgeskryf.

„Lewenskostoelae” beteken die persentasie wat ingevolge artikel 5 van tyd tot tyd van krag is, bereken volgens die weekloon in die voorafgaande paragraaf genoem; met dien verstande dat as die persentasie van die weekloon 'n bedrag is wat minder is as dié voorgeskryf in Oorlogsmaatreef No. 43 van 1942, soos gewysig, laasgenoemde toelae die lewenskostoelae is.

Siektebetaling sal slegs vir werknemers beskikbaar wees by vertoning van 'n eerste en finale mediese sertifikaat van die fonds se mediese beampte; met dien verstande, egter, dat 'n werknemer slegs op siektebetaling vir die volle tydperk van sy afwesigheid reg het as hy binne twee volle dae van sy afwesigheid van werk 'n sertifikaat van die dokter verkry en by gebrek daaraan sal hy slegs vanaf en met inbegrip van die datum van die dokter-sertifikaat betaal moet word.

12. (a) Ingeval hierdie Ooreenkoms met verloop van tyd verval of om enige ander rede nie meer van krag is nie, moet die Raad voortgaan om die fonds te bestuur, totdat dit of gelikwider of deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is as waarvoor die oorspronklike fonds gestig is.

(b) Ingeval van likwidasië, moet die geld wat tot krediet van die fonds bly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasië-uitgawes, in die Raad se fonds gestort word.

(c) Ingeval die Raad ontbind word, of ingeval hy ophou om te bestaan gedurende 'n tydperk wat hierdie Ooreenkoms bindend is ingevolge die bepalings van artikel vier-en-dertig (2) van die Wet, moet 'n bestuurskomitee voortgaan om die fonds te bestuur, en die persone wat nog lid is van die Raad op die datum waarop die Raad ophou om te bestaan of ontbind word, word vir daardie doeleindes as lede daarvan beskou; met dien verstande egter, dat 'n vakature in die komitee deur die Minister gevul kan word uit die werkgewers of werknemers in die nywerheid, al na die geval, om aldus te verseker dat 'n gelyke aantal werkgewers en werknemersvertegenwoordigers en plaasvervangers lidmaatskap in die komitee het.

Ingeval hierdie komitee nie in staat is of onwillig om sy pligte te vervul, of ingeval 'n doelpunt daarop bereik word wat die bestuur van die fonds volgens die mening van die Minister onprakties of ongewens maak, kan hy 'n kurator of kurators aanstel om die pligte van die komitee uit te voer, en wat al die bevoegdhede van die Komitee vir hierdie doel besit.

Nadat hierdie Ooreenkoms verval het, moet die fonds gelikwider word deur die bestuurskomitee wat ingevolge hierdie subklousule bestaan, of deur die kurator of kurators, na gelang van die geval, op die wyse in subklousule (b) van hierdie klousule uiteengesit, en as die Raad se sake reeds gelikwider is wanneer die Ooreenkoms verval en sy bates uitgedeel is, moet die balans van die fonds uitgedeel word soos voorsiening daarvoor in artikel vier-en-dertig van die Wet gemaak is asof dit deel van die algemene fonds van die Raad uitmaak.

22. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

- (a) two overalls per annum to each of his employees other than labourers, watchman and drivers;
- (b) any other overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee.

23. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer 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' wages on full pay, including the cost of living allowances payable at the date of the fire(s), 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 wages 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 wages 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 Canvas and Allied Trades' 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 Secretaries to the Council, Third Floor, Century Buildings, 94 Commissioner Street, Johannesburg, the following particulars:—

- (a) Full name;
- (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 sub-section (1) of this section as well as the title under which the partnership operates 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 section, forward to the Secretaries of the Council a notification of any such change within one month from the date upon which such change took effect.

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 foregoing is the Agreement arrived at and affix their signatures hereto.

Industrial Council for the Canvas and Allied Trades' Industry, Witwatersrand and Pretoria.

Signed at Johannesburg on behalf of the parties to the Council on this 20th day of July, 1951.

K. ERASMUS, *Chairman,*

A. M. HOLLANDER, *Vice-Chairman.*

W. B. FLOWERS & Co., *Secretaries,*
per W. B. FLOWERS.

* No. 879.] [18 April 1952.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

CANVAS AND ALLIED TRADES INDUSTRY, WITWATERSRAND AND PRETORIA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Canvas and Allied Trades Industry, published under Government Notice No. 878 of the 18th April, 1952, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

22. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

'n Werkgewer moet die volgende kosteloos verskaf en in goeie toestand onderhou:—

- (a) Twee oorpakke per jaar aan elkeen van sy werknemers, behalwe arbeiders, wagte en motorbestuurders.
- (b) Alle ander oorpakke en/of beskermende klere wat hy van sy werknemers kan vereis om te dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf.

23. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgewer 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 geregisteerde versekeringsmaatskappy uitneem.

Die polis moet voorsiening maak vir betaling aan alle werknemers, wanneer hulle deur brand werkloos word, van die bedrag van twee weke se loon teen volle besoldiging, met inbegrip van lewenskostetoelae betaalbaar op die datum van die brand(e), of 'n eweredige betaling ingeval werk vir 'n korter tydperk onderbreek word, met dien verstande dat wanneer 'n werkgewer in gebreke bly om die versekering af te sluit, hy persoonlik verantwoordelik is vir betaling van lone aan die werknemers.

24. AGENTE.

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

25. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer in die Seildoek- en Verwante Nywerhede wat dit nog nie gedoen het ingevolge die bepalinge van enige vorige ooreenkoms in die nywerheid van krag nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat in die nywerheid begin na daardie datum moet binne een maand na die datum waarop hy sy bedryf begin, onderstaande besonderhede aan die Sekretaris van die Raad, Derde Vloer, Century-gebou, Commissionerstraat 94, Johannesburg, stuur:—

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

(2) As die werkgewer 'n vennootskap is, moet sowel die inligting in ooreenstemming met subartikel (1) van hierdie artikel, as die naam waaronder die vennootskap besigheid doen, verstrek word.

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

Nademaal die werkgewersorganisasie en die vakvereniging tot die Ooreenkoms hierin uiteengesit, geraak het, verklaar ondergetekende gemagtigde bestuurslede van die Raad hierby dat bostaande die Ooreenkoms is wat bereik is en bekragtig dit met hul handtekenings.

Nywerheidsraad vir die Seildoek en Verwante Nywerhede, Witwatersrand en Pretoria.

Namens die partye by die Raad op hede die 20ste dag van Julie 1951 in Johannesburg onderteken.

K. ERASMUS, *Voorsitter.*

A. M. HOLLANDER, *Ondervoorsitter.*

W. B. FLOWERS & Co., *Sekretaris,*
per W. B. FLOWERS.

* No. 879.] [18 April 1952.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

SEILDOEK- EN VERWANTE NYWERHEDE, WITWATERSRAND EN PRETORIA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Seildoek- en Verwante Nywerhede, bekendgemaak by Goewerments-kennisgewing No. 878 van 18 April 1952 nie minder gunstig vir die persone wie se werkure daarby gereël word, as die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.