



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 3068

8 Augustus 1969

WET OP NYWERHEIDSVERSOENING, 1956

SEILWARENYWERHEID, WITWATERSRAND EN
PRETORIA.—OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Seilwarenywerheid betrekking het, vanaf die tweede Donderdag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Donderdag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (4) (e), 15, 17, 18 en 24, vanaf die tweede Donderdag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Donderdag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 en Proklamasie 149 van 25 Julie 1930 binne die landdrosdistrik Heidelberg geval het en daardie gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het), Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp (met inbegrip van daardie gedeelte wat by Goewermentskennisgewing 1105 van 26 Julie 1963 na die landdrosdistrik Koster oorgedra is), Pretoria (met inbegrip van daardie gedeeltes wat by Proklamasie 225

A—43526

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 3068

8 August 1969

INDUSTRIAL CONCILIATION ACT, 1956

CANVAS GOODS INDUSTRY, WITWATERSRAND
AND PRETORIA.—AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (4) (e), 15, 17, 18 and 24, shall be binding from the second Thursday after the date of publication of this notice and for the period ending three years from the said Thursday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which prior to the publication of Government Notice 1779 of 6 November 1964 and Proclamation 149 of 25 July 1930 fell within the Magisterial District of Heidelberg and that portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966 fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp (including that portion transferred to the Magisterial District of Koster by Government Notice 1105 of 26 July 1963), Pretoria (including those portions transferred to the Magisterial Districts of Groblersdal and

1—2501

van 28 November 1941 en Goewermentskennisgewing 970 van 30 Mei 1968 onderskeidelik na die landdrosdistrikte Groblersdal en Cullinan oorgedra is, maar uitgesonderd die plaas Geelbeksvley 345), Randfontein (uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 en Rietfontein 48, maar met inbegrip van daardie gedeeltes van die landdrosdistrikte Koster en Oberholzer wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1105 van 26 Julie 1963 en 1718 van 14 Augustus 1953 binne die landdrosdistrik Randfontein geval het), Roodepoort en Springs en in daardie gedeeltes van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrosdistrikte Randfontein en Roodepoort geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (4) (e), 15, 17, 18 en 24, vanaf die tweede Donderdag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Donderdag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE SEILWARENYWERHEID, WITWATERSRAND EN PRETORIA

OOREENKOMS

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

Transvaal Canvas Goods Manufacturers' Association

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

South African Canvas and Ropeworkers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Seilwarenywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werkzaam is, nagekom word in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd dié gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 en Proklamasie 149 van 25 Julie 1930, binne die landdrosdistrik Heidelberg geval het, sowel as dié gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het), Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp (met inbegrip van dié gedeelte wat na die landdrosdistrik Koster oorgedra is by Goewermentskennisgewing 1105 van 26 Julie 1963), Pretoria (met inbegrip van daardie gedeeltes wat by Proklamasie 225 van 28 November 1941 en Goewermentskennisgewing 970 van 30 Mei 1968 onderskeidelik na die landdrosdistrikte Groblersdal en Cullinan oorgedra is, maar uitgesonderd die plaas Geelbeksvley 345), Randfontein (uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 en Rietfontein 48, maar met inbegrip van daardie gedeeltes van die landdrosdistrikte Koster en Oberholzer wat voor die publikasie onderskeidelik van Goewermentskennisgewings 1105 van 26 Julie 1963 en 1718 van 14 Augustus

Cullinan by Proclamation 225 of 28 November 1941 and Government Notice 970 of 30 May 1968, respectively, but excluding the farm Geelbeksvley 345), Randfontein (excluding the farms Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 and Rietfontein 48, but including those portions of the Magisterial Districts of Koster and Oberholzer which prior to the publication of Government Notices 1105 of 26 July 1963 and 1718 of 14 August 1953, respectively, fell within the Magisterial Districts of Randfontein), Roodepoort and Springs and in those portions of the Magisterial District of Westonaria which prior to the publication of Government Notice 1476 of 30 September 1966 fell within the Magisterial Districts of Randfontein and Roodepoort; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Thursday after the date of publication of this notice and for the period ending three years from the said Thursday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (4) (e), 15, 17, 18 and 24, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA

AGREEMENT

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

Transvaal Canvas Goods Manufacturers' Association

(hereinafter referred to as "the employers" or the "employers' 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 Goods Industry, Witwatersrand and Pretoria.

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which prior to the publication of Government Notice 1779 of 6 November 1964 and Proclamation 149 of 25 July 1930 fell within the Magisterial District of Heidelberg and that portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966 fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp (including that portion transferred to the Magisterial District of Koster by Government Notice 1105 of 26 July 1963), Pretoria (including those portions transferred to the Magisterial Districts of Groblersdal and Cullinan by Proclamation 225 of 28 November 1941 and Government Notice 970 of 30 May 1968, respectively, but excluding the farm Geelbeksvley 345), Randfontein (excluding the farms Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 and Rietfontein 48, but including those portions of the Magisterial Districts of Koster and Oberholzer which prior to the publication of Government Notices 1105 of 26 July 1963 and 1718 of 14 August 1953, respectively, fell within the Magisterial District of Randfontein), Roodepoort and Springs and in those portions of the Magisterial District of Westonaria which prior to the publication of Government Notice 1476 of 30 September 1966 fell within the Magisterial Districts of Rand-

1953 binne die landdrosdistrik Randfontein geval het), Roodepoort en Springs en in daardie gedeeltes van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskenninging 1476 van 30 September 1966 binne die landdrosdistrikte Randfontein en Roodepoort geval het.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“blindinghanger” 'n werknemer wat toesig hou oor die aanbring van blindings of sonskerms en wat blindings en/of sonskerms volgens ontwerp of patroon uitsny, ontwerpe vir blindings en/of sonskerms afmerk en/of tekeninge daarvoor maak en/of koste daarvoor bereken en/of blindings en/of sonskerms opmeet en/of aanbring en wat die rame van dié blindings en/of sonskerms mag aanbring;

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

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

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

“uitknipper, gekwalifiseer”, 'n uitknipper met minstens twee en 'n half jaar ondervinding;

“uitknipper, ongekwalfiseer”, 'n uitknipper met minder as twee en 'n half jaar ondervinding;

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

“snyer, gekwalifiseer”, 'n snyer met minstens drie en 'n half jaar ondervinding;

“leeringsnyer” 'n snyer met minder as drie en 'n half jaar ondervinding;

“personeelmotorbestuurder” 'n werknemer wat 'n passasiersmotorvoertuig bestuur vir die vervoer van personeel, die bestuur en werkmense, maar nie vir die vervoer van materiaal en uitrusting van 'n bedryfsinrigting nie;

“afleweringsmotorbestuurder” 'n werknemer wat 'n motor bestuur vir die vervoer, aflewering en/of verspreiding van goedere en/of vervaardigde artikels en/of grondstowwe van 'n bedryfsinrigting;

“bedryfsinrigting” 'n perseel waarin die nywerheid uitgeoefen word en wat kragtens die Fabriekswet, 1941, geregistreer moet word;

“ondervinding” behoudens ander bepalings elders, die totale dienstydperk of -tydperke van 'n werknemer in die bepaalde beroep of aangewese werk in die nywerheid;

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

“algemene helper” 'n werknemer wat—

(a) 'n voorman of blindinghanger met enigeen van of al sy pligte of werksaamhede help;

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

fontein and Roodepoort by all employers who are members of the employers' organization and who are engaged in the Canvas Goods Industry and by all employees who are members of the trade union and who are employed in the said Industry.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation 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 three years, or such period as may be determined by him.

3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

“blindhanger” means an employee who supervises the operation of putting up blinds or awnings and who is engaged in cutting to design or pattern, marking out designs for, and/or drawing plans for, and/or estimating costs of, and/or measuring and/or erecting blinds and/or awnings and who may fix the frames of such blinds and/or awnings;

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

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

“Chopper out” means an employee who cuts out material according to templet or marks by hand or machine;

“chopper out, qualified,” means a chopper out who has had not less than two and a half years' experience;

“chopper out, unqualified,” means a chopper out who has had less than two and a half years' experience;

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

“cutter, qualified,” means a cutter who has had not less than three and a half years' experience;

“cutter, learner,” means a cutter who has had less than three and a half 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;

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

“general assistant” means an employee who—

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

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

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

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

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

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

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

(2) kamponge, latrines, stalle, buitegeboue en dergelike geboue en bouwerke witkalk;

(3) laai en aflaai;

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

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

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

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

(8) geboue of ander bouwerke afbreek;

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

(10) as en sement of sement en sand, dagha, beton, klip of bitumen met die hand meng en beton of bitumen met 'n skopgraaf hark, vurf of kruiwa spreid;

(11) deure, kiste, pakkette, bale of sakke oopmaak of toe- maak; lê kantonhouers wat vir verpakking gebruik word, verseel of voorberei;

(12) lewende hawe versorg of voertuie bewaak;

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

(14) goedere op 'n gestelde skaal afweeg;

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

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

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

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

(19) artikels van dieselfde grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;

(20) materiaal of vervaardigde artikels oprol;

(21) afknipwerk doen;

(22) toue insit, stringe knoop, spantoue knoop;

(23) pale en tentkappe verf; hout vir tentpale beits; tuinmeubels verf;

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

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

(26) draadhakke in ventilasiepyp en/of watersakhandvatsels insit; wasters insit;

(27) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek finaal afwerk;

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

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

(30) materiaal uittel om uitgesny te word;

(31) ente van toue omwoel;

(32) metaalstutte of -steune vir sonskerms oortrek;

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

(34) batterye met gedistilleerde water vul;

(35) lappe of afvalmateriaal sorteer;

(36) die handvat van 'n handmasjien draai;

(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 three and a half 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 three and a half years' experience on any or all of such occupations;

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

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

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

(1) Cleaning or washing premises, animals, machinery, implements, tools, utensils, vehicles or other articles including finished articles;

(2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;

(3) loading and unloading;

(4) lifting, carrying, moving or stacking articles; pushing or pulling any vehicle;

(5) making or maintaining fires and removing refuse;

(6) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches, 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) preparing soup or making tea or other beverages;

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

(18) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);

(19) packing articles of uniform size and number into receptacles specially made to contain such articles;

(20) rolling up material or manufactured articles;

(21) trimming;

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

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

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

(25) clamping on metal tips with or without eyelets and/or press studs on web equipment;

(26) putting wire hooks in ventilating pipes and/or waterbag handles; inserting washers;

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

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

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

(30) laying out material preparatory to cutting;

(31) whipping ends of ropes;

(32) covering metal supports or brackets for awnings;

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

(34) filling batteries with distilled water;

(35) sorting rags or waste material;

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

- (37) opvou, uitrol en uitlê;
- (38) sakke met die hand heelmaak;
- (39) splitswerk verrig;
- (40) goedere vir waterdigting voorberei deur rubberlym daar-
aan te smeer;
- (41) vlok en klapperhaar pluus; matrasse en kussings volstop;
- (42) spoele opdraai;
- (43) by die vervaardiging van waterdigte pakke—
 - (i) seilstroke vou en dubbelvou, maar nie met 'n masjien nie;
 - (ii) nate verseël deur die aansit van seilstrokies wat voor-
af volgens breedte gesny is; sulke strokies in voorafbepaalde
lengtes sny;
 - (iii) die buitelyn van versterkingslappe en -belegsels in
voorafbepaalde posisies uitmerk;
 - (iv) met die hand rubberlym aan seilstrokies smeer en
dit vasdruk;
- (44) by die vervaardiging van mynhelms, rubber met die
hand aan die seil vassit by die maak van voerings;
- (45) vulkaniseerder bedien;
- (46) by die vervaardiging van roomyshouers, isoleermateriaal
vassit en nate invou;

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

“werktuigkundige” ’n geskoolde ambagsman;

“masjinis” ’n werknemer wat ’n hand- of kragnaamasjien
bedien;

“masjinis, (swaar masjiene)” ’n masjinis, afgesien van onder-
vinding, wat ’n naamasjien bedien van die sewenaaltdipe of
’n naamasjien bedoel vir werk gelykstaande aan of swaarder as
dié wat gewoonlik op ’n naamasjien van die sewenaaltdipe
uitgevoer word;

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

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

“masjinis, man, gekwalifiseer (ander masjiene)” ’n manlike
masjinis wat ’n naamasjien, uitgesonderd dié naamasjiene
beskryf in die omskrywing van “masjinis (swaar masjiene)”,
bedien en wat minstens twee jaar ondervinding het;

“masjinis, man, ongekwalifiseer (ander masjiene)” ’n manlike
masjinis wat ’n naamasjien, uitgesonderd dié naamasjiene
beskryf in die omskrywing van “masjinis (swaar masjiene)”,
bedien en wat minder as twee jaar ondervinding het;

“nagwag” ’n werknemer wat eiendom gedurende die nag
bewaak en van wie se werk die grootste gedeelte tussen die
ure 5 nm. en 7 vm. of op Sondae of op openbare vakansie-
dae val;

“onbelaste gewig” die gewig van ’n motorvoertuig of sleep-
wa soos aangetoon op ’n lisensie of sertifikaat wat ten
opsigte van so ’n motorvoertuig of sleepwa uitgereik is deur
’n owerheid wat kragtens wet die bevoegdheid het om
lisensies ten opsigte van motorvoertuie uit te reik;

“loon” die bedrag wat ingevolge klousule 4 (1) ten opsigte
van ’n werknemer se gewone weeklikse werkure, soos voorge-
skryf in klousule 10, aan ’n werknemer betaalbaar is;

“dagloon” die bedrag wat ingevolge klousule 4 (1) aan ’n
werknemer betaalbaar is, gedeel deur 42 en vermenigvuldig
met die getal gewone daaglikse ure wat daar in ’n bedryfs-
inrigting gewerk word;

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

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

- (37) folding, unrolling and laying out;
- (38) mending sacks by hand;
- (39) splicing;
- (40) preparing articles for waterproofing by smearing solu-
tion on such articles;
- (41) teasing flock and coir; filling mattresses and cushions;
- (42) winding bobbins;
- (43) in the manufacture of waterproof suits—
 - (i) folding and doubling canvas strips other than by
machine;
 - (ii) sealing seams by attaching strips of canvas previously
cut to widths; cutting such strips to predetermined lengths;
 - (iii) marking outline of reinforcing patches and facing in
predetermined positions;
 - (iv) solutioning and pressing down canvas strips by hand;
- (44) in the manufacture of mine helmets, attaching rubber
to canvas by hand in the making of linings;
- (45) vulcaniser attendant;
- (46) in the manufacture of ice cream containers, securing in-
sulating material and tucking in seams;

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

“mechanic” means a skilled artisan;

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

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

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

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

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

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

“night watchman” means an employee who is engaged in
guarding property during the night, the major part of whose
work falls during the hours of 5 p.m. and 7 a.m. or during
Sundays or Public Holidays;

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

“wage” means the amount of money payable to an employee
in terms of clause 4 (1) in respect of his ordinary weekly
hours of work as prescribed in clause 10.

“daily wage” means the amount of money payable to an
employee in terms of clause 4 (1) divided by 42 and multiplied
by the ordinary daily hours worked by an establishment;

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

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

4. BESOLDIGING

(1) Behoudens die bepalinge van subklousule (2) en (3) van hierdie klousule en klousule (5) van hierdie Ooreenkoms, mag geen werkgewer minder as ondergenoemde lone betaal en mag geen werknemer laer lone vir sy besondere klas werk aanneem as die volgende nie:—

	Per week
R c	
(a) Blindinghanger	33 65
(b) (i) Uitknipper, ongekwalifiseer—	
eerste ses maande ondervinding	9 35
tweede ses maande ondervinding	11 60
derde ses maande ondervinding	14 00
vierde ses maande ondervinding	16 25
vyfde ses maande ondervinding	18 60
(ii) Uitknipper, gekwalifiseer	20 95
(c) (i) Leerlingsnyer—	
eerste ses maande ondervinding	12 25
tweede ses maande ondervinding	15 15
derde ses maande ondervinding	18 05
vierde ses maande ondervinding	20 95
vyfde ses maande ondervinding	24 20
sesde ses maande ondervinding	26 75
sewende ses maande ondervinding	29 65
(ii) Snyer, gekwalifiseer	32 55
(d) (i) Afleweringsmotorbestuurder: Bestuurders van motorvoertuie met 'n onbelaste gewig van—	
hoogstens 1,000 lb	8 90
meer as 1,000 lb tot 6,000 lb	14 50
meer as 6,000 lb tot 10,000 lb	17 65
meer as 10,000	23 35
(ii) Personeelmotorbestuurder	7 85
(e) Voorman	46 25
(f) (i) Algemene helper, ongekwalifiseer—	
eerste ses maande ondervinding	11 20
tweede ses maande ondervinding	13 00
derde ses maande ondervinding	14 95
vierde ses maande ondervinding	16 75
vyfde ses maande ondervinding	18 60
sesde ses maande ondervinding	20 45
sewende ses maande ondervinding	25 60
(ii) Algemene helper, gekwalifiseer	30 20
(g) Faktotum	23 20
(h) Werktuigkundige	34 70
(i) Arbeiders, manlik—	
(i) onder die ouderdom van 18 jaar	6 25
(ii) 18 jaar en ouer—	
(a) gedurende eerste 12 maande diens by dieselfde werkgewer	8 50
(b) gedurende tweede 12 maande diens by dieselfde werkgewer	9 00
(c) daarna by dieselfde werkgewer	9 50
(j) Arbeiders vroulik—	
(i) onder die ouderdom van 18 jaar	6 00
(ii) 18 jaar en ouer—	
(a) gedurende eerste 12 maande diens by dieselfde werkgewer	7 20
(b) gedurende tweede 12 maande diens by dieselfde werkgewer	7 60
(c) daarna by dieselfde werkgewer	8 00
Vir die toepassing van paragrawe (i) en (j) word alle diens tydperke aanvanklik vanaf die datum waarop hierdie Ooreenkoms in werking tree, bereken. Indien die werknemer egter sy werkgewer na dié datum verlaat, word die tydperke dan vanaf die datum waarop hy by 'n nuwe werkgewer begin werk, bereken.	
(k) (i) Masjinis (swaar masjiene)	30 20
(ii) Masjinis, vrou, ongekwalifiseer (ander masjiene)—	
eerste ses maande ondervinding	13 75
tweede ses maande ondervinding	15 60
(iii) Masjinis, vrou, gekwalifiseer (ander masjiene)	18 05

4. REMUNERATION

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

	Per week
R c	
(a) Blindhanger	33 65
(b) (i) Chopper out, unqualified—	
first six months of experience	9 35
second six months of experience	11 60
third six months of experience	14 00
fourth six months of experience	16 25
fifth six months of experience	18 60
(ii) Chopper out, qualified	20 95
(c) (i) Cutter, learner—	
first six months of experience	12 25
second six months of experience	15 15
third six months of experience	18 05
fourth six months of experience	20 95
fifth six months of experience	24 20
sixth six months of experience	26 75
seventh six months of experience	29 65
(ii) Cutter, qualified	32 55
(d) (i) Driver (deliveries): Drivers of motor vehicles of an unladen weight of—	
up to 1,000 lb	8 90
over 1,000 lb to 6,000 lb	14 50
over 6,000 lb to 10,000 lb	17 65
over 10,000 lb	23 35
(ii) Driver, (staff)	7 85
(e) Foreman	46 25
(f) (i) General assistant, unqualified—	
first six months of experience	11 20
second six months of experience	13 00
third six months of experience	14 95
fourth six months of experience	16 75
fifth six months of experience	18 60
sixth six months of experience	20 45
seventh six months of experience	25 60
(ii) General assistant, qualified	30 20
(g) Handyman	23 20
(h) Mechanic	34 70
(i) Labourers, male—	
(i) under 18 years of age	6 25
(ii) 18 years of age and over—	
(a) during the first 12 months of employment with the same employer	8 50
(b) during the second 12 months of employment with the same employer	9 00
(c) thereafter with the same employer	9 50
(j) Labourers, female—	
(i) under 18 years of age	6 00
(ii) 18 years of age and over—	
(a) during the first 12 months of employment with the same employer	7 20
(b) during the second 12 months of employment with the same employer	7 60
(c) thereafter with the same employer	8 00
For the purposes of paragraph (i) and (j) all periods of employment shall be calculated initially as from the date this Agreement comes into operation. However, if the employee leaves his employer subsequent to the date, the periods shall then be calculated from the date he commences with a new employer.	
(k) (i) Machinist, (heavy machines)	30 20
(ii) Machinist, female, unqualified (other machines)	
first six months of experience	13 75
second six months of experience	15 60
(iii) Machinists, female, qualified (other machines)	18 05

	Per week	R c
(1) (i) Masjinis, man, ongekwalifiseer (ander masjiene)—		
eerste ses maande ondervinding	15 25	
tweede ses maande ondervinding	17 20	
derde ses maande ondervinding	19 25	
vierde ses maande ondervinding	21 20	
(ii) Masjinis, man, gekwalifiseer (ander masjiene)	23 20	
(m) Nagwag	9 50	
(n) Nie elders vermeld nie	11 30	
(o) Sweismasjienbediener	9 05	

(2) Die besoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet ten opsigte van alle werknemers, uitgesonderd voormanne, met 5 persent vermeerder word na vyf jaar ononderbroke diens by dieselfde werkgever. Vir die toepassing van hierdie klousule word ononderbroke diens bereken vanaf die datum waarop die werkgever vir die eerste keer by sy werkgever begin werk het en alle afwesigheidstydperke van watter aard ook al, wat altesaam minder as ses maande is, word geag diens te wees: Met dien verstande dat die werknemer na elke afwesigheid na dieselfde werkgever teruggekeer het.

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

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

5. DIFFERENSIËLE LONE

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

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

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

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

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

(ii) in die geval bedoel in paragraaf (b) hierbo, teen 'n uurloon wat gelyk is aan die weekloon wat in klousule 4 (1) voorgeskryf word vir 'n werknemer van sy klas plus 30 persent gedeel deur die getal gewone ure wat so 'n werknemer in 'n week werk: Met dien verstande dat so 'n werknemer ten opsigte van die dag waarop hy dié werk verrig, nie geregtig is nie op 'n totale bedrag wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer in so 'n hoër klas verskuldig sou wees teen 'n loonskaal wat vir hom in klousule 4 (1) voorgeskryf word:

Met dien verstande dat as die enigste verskil tussen klasse, ingevolge klousule 4 (1), op ondervinding, geslag of ouderdom gebaseer is, die bepalinge van hierdie klousule nie van toepassing is nie.

6. BETALING VAN BESOLDIGING

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

	Per week	R c
(1) (i) Machinist, male, unqualified (other machines)—		
first six months of experience	15 25	
second six months of experience	17 20	
third six months of experience	19 25	
fourth six months of experience	21 20	
(ii) Machinist, male, qualified (other machines)	23 20	
(m) Nightwatchman	9 50	
(n) Not elsewhere specified	11 30	
(o) Welding machine operator	9 05	

(2) The remuneration payable in terms of subclause (1) of this clause shall in respect of all employees, excluding foremen, when they have completed five years continuous employment with the same employer be increased by five per cent. For the purpose of this clause continuous employment shall be calculated from the date the employee first commenced employment with the employer and all periods of absences for any clause whatsoever totalling less than six months shall be regarded as employment; provided the employee returned to the same employer after each absence.

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

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

5. DIFFERENTIAL WAGE

An employer who requires or permits a member of one class of his employees other than a labourer, to perform for longer than one hour in the aggregate on any day and an employer who requires or permits his labourer to perform for any period on any day, either in addition to his work or in submission therefor, work of another class for which either—

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

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

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

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

(ii) in the case referred to in paragraph (b) above at the rate for each hour equal to the weekly wage prescribed in clause 4 (1) for an employee of his class plus 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 clause 4 (1);

provided that where the sole difference between classes is, in terms of clause 4 (1), based on experience, sex or age, the provisions of this clause shall not apply.

6. PAYMENT OF REMUNERATION

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

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

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

(2) 'n Werkgewer mag nie 'n premie vir die opleiding van 'n werknemer vra of aanneem nie, behalwe ten opsigte van 'n opleidingskema waarvoor in 'n Nywerheidsraadooreenkoms voorsiening gemaak word.

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

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

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

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

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

(d) enige bedrag wat 'n werkgewer ingevolge 'n wet, ordonansie of regsgeding verplig is om namens 'n werknemer te betaal;

(e) ledegeld ooreenkomstig klousule 17 van hierdie Ooreenkoms.

7. STUKWERK

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

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

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

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

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

8. GETALSVERHOUDING VAN WERKNEMERS

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

(2) 'n Werknemer moet 'n gekwalifiseerde algemene helper, manlike masjinis, vroulike masjinis, uitknipper of snyer in diens hê voordat hy 'n ongekwalifiseerde algemene helper, manlike masjinis, vroulike masjinis, uitknipper of leerlingsnyer, na gelang van die geval, in diens mag neem, en vir elke gekwalifiseerde algemene helper, manlike masjinis, vroulike masjinis, uitknipper of snyer wat in diens is mag onderskeidelik hoogstens drie ongekwalifiseerde algemene helpers, manlike masjiniërs, vroulike masjiniërs, uitknippers of leerlingsnyers in diens geneem word: Met dien verstande dat voordat 'n uitknipper in diens geneem mag word, een snyer in diens moet wees, en vir elke snyer wat in diens is, mag hoogstens drie uitknippers in diens geneem word—vir die toepassing van hierdie voorbehoud omvat die uitdrukkings "snyer" en "uitknipper" ook snyers en uitknippers, hetsy gekwalifiseer of nie, maar vir sover dit die getalverhoudings tussen gekwalifiseerde snyers en leerlingsnyers betref,

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

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

(2) No premium for the training of an employee shall be charged or accepted by an employer, except in respect of a training scheme provided for in an industrial council agreement.

(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—*pro rata* amount for the period of such absence.

(b) With the written consent of the employee—deductions for holiday, insurance or pension funds.

(c) Levies and contributions in terms of clauses 16 and 21 of this Agreement.

(d) Any amount which an employer is legally or by ordinance or legal process required to make on behalf of an employee.

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

7. PIECE-WORK

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

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

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

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

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

8. RATIO OF EMPLOYEES

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

(2) An employer shall employ a qualified general assistant, male machinist, female machinist, chopper-out or cutter before he may employ an unqualified general assistant, male machinist, female machinist, chopper-out or learner cutter as the case may be and for each qualified general assistant, male machinist, female machinist, chopper-out or cutter employed, not more than three unqualified general assistants, male machinists, female machinists, choppers-out or learner cutters respectively shall be employed; provided that, before a chopper-out is employed one cutter must be employed and for each cutter employed not more than three choppers-out shall be employed—for the purpose of this proviso the expressions "cutter" and "chopper-out" shall include cutters and choppers-out whether qualified or not but in so far as the ratios as between qualified cutters and learner

asook tussen gekwalifiseerde en ongekwalifiseerde uitknippers, moet die algemene getalsverhoudingsbepalings van toepassing wees: Voorts met dien verstande dat sover dit getalsverhoudings tussen gekwalifiseerde snyers en leerlingsnyers betref, 'n voorman as 'n gekwalifiseerde snyer beskou mag word; maar dat onder hierdie omstandighede 'n gekwalifiseerde snyer eers in diens moet wees voordat 'n tweede of bykomende leerlingsnyer in diens geneem mag word.

(3) Vir die toepassing van hierdie klousule sluit "masjins", "masjiniste (swaar masjiene)" en "masjiniste (ander masjiene)" in.

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

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

9. BUITEWERK

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

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

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

10. WERKURE EN OORTYD

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

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

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

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

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

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

(e) Geen werk-gewer mag van 'n werknemer vereis of hom toelaat om vir 'n aaneenlopende tydperk van meer as vyf uur, sonder 'n ononderbroke tussenpose van minstens een uur te werk nie: Met dien verstande dat vir die toepassing van hierdie subklousule, werktidperke wat onderbreek word deur tussenpose van minder as een uur, geag word aaneenlopend te wees.

cutters and as between qualified and unqualified choppers-out are concerned the general ratio provisions shall apply; provided further that in so far as ratios between qualified cutters and learner cutters are concerned a foreman may be deemed to be a qualified cutter but that under these circumstances before a second or further learner cutter may be employed a qualified cutter shall first be employed.

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

(4) For the purposes of this clause an employer may regard himself as an employee in any category enumerated herein; provided 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 subclause shall be limited to one member of any firm or partnership and is conditional upon his name being entered in the time and wage register together with the occupation in which he is engaged.

9. OUTWORK

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

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

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

10. HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

(e) 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 subclause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

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

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

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

(h) Behoudens die bepalings van subklousules (e) en (f), is alle werkure opeenvolgend.

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

- (i) Tussen 6 nm. en 6 vm.; of
- (ii) na 1 nm. op meer as vyf dae in 'n week.

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

- (i) Vir meer as twee uur op 'n dag; met die voorbehoud dat 'n werknemer wat vyfdae per week werk tot 5 uur oortyd op 'n Saterdag mag werk;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as sestig dae in 'n jaar;
- (iv) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag tensy die werkgewer—
- (a) sodanige werknemer voor middag daarvan in kennis gestel het; of
- (b) aan sodanige werknemer 'n voldoende ete verskaf het voordat sy met oortyd moet begin; of
- (c) sodanige werknemer betyds 'n toelae van 35 sent betaal het om haar in staat te stel om 'n ete te nuttig voordat die oortyd moet begin.

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

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer hom minstens dubbel die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n volle weekdag werk, afgesien daarvan of die werknemer op dié Sondag al sy gewone daaglikse werkure gewerk het of nie. Vir alle tyd wat op dié Sondag meer as die gewone daaglikse werkure gewerk word, moet teen dubbel die uurloon betaal word. Vir enige tyd wat op Goë Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag 1971, Geloftedag, Kersdag of Nuwejaarsdag gewerk word, moet teen dubbel die loon betaal word, dit wil sê betaling vir die openbare vakansiedag teen 'n gewone skaal plus betaling vir werk teen gewone skaal.

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

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

(5) 'n Werkgewer het die reg om sy fabriek op 'n openbare vakansiedag wat op 'n Maandag val, te sluit. Indien een kalenderweek kennis gegee word, is geen betaling van besoldiging nodig nie, mits sodanige openbare vakansiedag nie een is wat in klousule 11 (1) bedoel word nie. Voorts met dien verstande dat die werkgewer sy werknemers moet toelaat om die verlore tyd in te werk teen twee uur per dag binne 'n tydperk van twee kalenderweke voor en twee kalenderweke na sodanige vakansiedag en besoldiging vir tyd aldus gewerk moet geskied teen gewone skale van besoldiging. Indien die werkgewer nie reël dat sy werknemers aldus werk nie, moet hulle binne twee weke daarvan vir die vakansiedag besoldig word asof dit 'n gewone werkdag was.

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

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

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

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

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

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

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

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

- (i) for more than two hours on any day; save that an employee works a five day week may work up to 5 hours overtime on a Saturday;
- (ii) on more than three consecutive days;
- (iii) on more than 60 days in any year;
- (iv) after completion of her usual working hours for more than one hour on any day unless the employer has—
- (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 35 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

(2) Whenever an employee works on a Sunday his employer shall pay him not less than double the remuneration payable in respect of the period usually worked by him on a full weekday whether or not the employee has on such Sunday worked all his usual daily working hours. Any time worked on such Sunday in excess of the usual daily working hours shall be paid for at double the hourly wage. Any time worked on Good Friday, Easter Monday, Ascension Day, Republic Day 1971, Day of the Covenant, Christmas Day or New Year's 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.

(5) An employer may close his factory on any public holiday falling on a Monday. If one calendar week's notice is given no payment of remuneration need be made, provided such public holidays is not one of those referred to in clause 11 (1). Provided further, the employer shall allow his employees to work in the time lost at the rate of two hours per day within a period of two calendar weeks before and two calendar weeks after such holiday, payment for time so worked to be at ordinary rates of remuneration. If the employer does not arrange for his employees to so work, they shall be paid for the holiday as an ordinary working day within two weeks thereof.

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

11. JAARLIKSE VERLOF

(1) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiek-dag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging, afgesien daarvan of sodanige vakansiedag op 'n werkdag val of nie. Besoldiging vir sodanige vakansiedag is die bedrag wat betaal word vir die langste dag wat gewoonlik deur die bedryfsinrigting gewerk word: Met dien verstande egter dat Republiekdag slegs in 1971 'n vakansiedag met besoldiging is.

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

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

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

(c) Enige tydperk waarin 'n werknemer—

(i) kragtens hierdie klousule met verlof afwesig is; of

(ii) ingevolge die Verdedigingswet van 1957 vir altesaam hoogstens vier maande in 'n bepaalde jaar militêre opleiding ondergaan; of

(iii) op las of op versoek van sy werkgewer van sy werk afwesig is; of

(iv) van sy werk afwesig is weens siekte wat altesaam hoogstens 30 werkdag gedurende enige 12 maande diens beloop; of

(v) kennis van diensbeëindiging gegee of ontvang het of waarin hy as gevolg van brand ooreenkomstig klousule 23 betaal word;

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

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

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

(ii) vakansiebesoldiging betaal teen $\frac{3}{52}$ stes van die weekloon ten opsigte van elke volle week gewerk, en teen $\frac{5}{4}$ persent van die weekloon ontvang ten opsigte van elke onvoltooide week wat hy by die werkgewer gewerk het na die datum waarop hy laas op verlof ooreenkomstig klousule (a) geregtig geword het, of, in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens.

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

11. ANNUAL LEAVE

(1) Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and New Year's Day, shall be paid holidays whether or not such holidays fall on a working day. Pay for such holiday shall be the amount paid for the longest day ordinarily worked by the establishment; provided however that Republic Day shall only be a paid holiday in 1971.

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

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

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

(c) Any period during which an employee—

(i) is on leave in terms of this clause; or

(ii) undergoes military training in pursuance of the Defence Act, 1957, amounting in any one year to not more than four months; or

(iii) is absent from work on the instructions or at the request of the employer; or

(iv) is absent from work owing to illness not exceeding 30 working days during any 12 months of employment; or

(v) is under notice or is being paid as a result of a fire in terms of clause 23;

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

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

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

(ii) at the rate of $\frac{3}{52}$ nds of the weekly wage in respect of each completed week worked, and at the rate of $\frac{5}{4}$ per cent of the weekly wage received in respect of each incomplete week worked, with the employer after the date on which he last became entitled to leave in terms of subclause (a), or, in the case of an employee who has been employed for less than 12 months after the date of commencement of his employment.

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

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

(g) Die verlof mag nie met 'n tydperk waarin 'n werknemer kennis van diensbeëindiging gegee of ontvang het, of militêre opleiding ondergaan, saamval nie.

(h) "Militêre opleiding" beteken opleiding wat ingevolge die Verdedigingswet, 1957, soos gewysig, ondergaan word.

12. DIENSBEEÏNDIGING

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

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

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

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

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

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

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

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

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

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

Met dien verstande dat 'n werkgewer nie 'n groter deel van die werknemer se besoldiging mag aftrek as wat ooreenkom met die kennisgewingtydperk wat die werknemer verplig is om ingevolge hierdie klousule te gee nie.

(2) Waar daar 'n ooreenkoms bestaan kragtens item (ii) van die voorbehoudsbepaling by subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing ooreenkom met die kennisgewingtydperk waarvoor ooreengekom is.

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

(i) die kennisgewingtydperk nie mag saamval met, en kennis ook nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 11, of enige tydperk van militêre opleiding soos in klousule 11 omskryf nie; en

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

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

13. DIENSSERTIFIKAAT

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

(2) Voordat hy 'n aplikant vir werk in diens neem, moet die werkgewer van dié aplikant vereis om sy boek waarin besonderhede ingeskryf, of wat uitgereik is ooreenkomstig die bepaling van subklousule (1) van hierdie klousule, in te lewer, of 'n sertifikaat geteken deur die Sekretaris van die Raad, wat

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

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

(g) The period of leave shall not be concurrent with any period during which an employee is under notice of termination of employment, or is undergoing military training.

(h) "Military training" means training undergone in pursuance of the Defence Act, 1957, as amended.

12. TERMINATION OF EMPLOYMENT

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

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

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

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

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

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

Provided that this shall not affect—

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

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

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

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

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

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

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

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

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

13. CERTIFICATE OF SERVICE

(1) 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.

(2) The employer shall, before engaging an applicant for work, require such applicant to produce his book completed or issued in accordance with the provisions of subclause (1) of this clause or a certificate signed by the Secretary to the

die duur van vorige ondervinding (as daar was) vermeld, wat ingereken moet word om die loon te bereken wat aan die applikant betaalbaar is: Met dien verstande dat in die geval van 'n applikant wat nie voorheen in die Nywerheid in diens was nie, geen sertifikaat vereis mag word nie.

14 VRYSTELLINGS

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

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

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

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

(4) Die Sekretaris van die Raad moet—

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

15. WERKNEMERS SE VERTEENWOORDIGERS IN DIE RAAD

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

16. FONDSE VAN DIE RAAD

Om die uitgawes van die Raad te bestry, moet elke werkgewer vyf sent per week aftrek van die verdienste van elkeen van sy werknemers, uitgesonderd arbeiders, en van die verdienste van elke arbeider moet hy een sent per week aftrek. By die bedrag wat aldus afgetrek is, moet die werkgewer 'n bedrag wat daaraan gelyk is per week per werknemer voeg en elke maand voor of op die tiende dag van elke daaropvolgende maand, die totale bedrag aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur, saam met 'n staat wat die name van die werknemers en die tydperk vermeld wat deur die betalings gedek word.

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

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

17. LEDEGELD AAN VAKVERENIGING

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

Die werkgewer moet die bedrae wat afgetrek is, voor of op die tiende dag van elke daaropvolgende maand aan die Sekretaris van die S.A. Canvas and Ropeworkers' Union, Shakespeare House 31, Commissionerstraat, Johannesburg, stuur, saam met 'n staat wat die name van die werknemers vermeld en die tydperk wat deur die betaling gedek word.

Sodanige bedrag moet ook afgetrek 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 klousule is nie op voormanne of arbeiders van toepassing nie.

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—

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

(4) The Secretary to the Council shall—

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

15. EMPLOYEES' REPRESENTATIVE ON THE COUNCIL

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

16. COUNCIL FUNDS

For the purposes of meeting the expenses of the Council, each employer shall deduct five cents per week from the earnings of each of his employees other than labourers, and from the earnings of each and every labourer he shall deduct one cent per week. To the amount so deducted, the employer shall add a like amount per week per employee and forward month by month, not later than the 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.

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 clause shall not apply to foremen or labourers.

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

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

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

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

(4) Die bepalinge van hierdie klousule is nie gedurende die eerste jaar na die datum van sy binnekoms in die Republiek 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 uitnodiging van die South African Canvas and Ropeworkers' Union lid van die vakvereniging te word, die bepalinge van hierdie klousule onmiddellik in werking tree.

19. PERSONE ONDER 15 JAAR

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

20. VERTONING VAN OOREENKOMS

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

21. SIEKEFONDS

(1) Die Seilwaresiekiefonds (hieronder die "Fonds" genoem), gestig by Goewermenskennisgewing 2084 van 29 Desember 1939, word hierby voortgesit.

(2) Om die uitgawes van die Fonds te bestry, moet elke werkgever die volgende bydraes betaal ten opsigte van werknemers wat langer as vier weke in die Nywerheid in diens is en wat genoemde lone verdien, en die helfte van die bydrae moet van die besoldiging van die werknemer afgetrek word:—

Loon per week	Weeklikse bydraes betaalbaar
	R c
Hoogstens R9.50	0 22
Van R9.51 tot R15.60	0 32
Van R15.61 tot R23.19	0 40
Van R23.20 tot R30.20	0 44
Van R30.21 tot R46.00	0 46
R46.01 en hoër	0 60.

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

Sodanige bydraes moet ook gemaak word wanneer '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.

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

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

18. MEMBERSHIP OF TRANSVAAL CANVAS GOODS MANUFACTURERS' 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 Goods Manufacturers' Association, and no member of the Transvaal Canvas Goods Manufacturers' Association shall give employment to any employee who is not a member of the South African Canvas and Ropeworkers' Union.

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

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

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

19. PERSONS UNDER 15

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

20. EXHIBITION OF AGREEMENT

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

21. SICK FUND

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

(2) For the purpose of meeting the expenses of the fund each employer shall make the following contributions in respect of employees, who have been employed in the Industry for more than four weeks, earning the wages stated, one-half of which shall be deductible from the remuneration of the employee:—

Wages per week	Weekly contributions payable
	R c
Not exceeding R9.50	0 22
From R9.51 to R15.60	0 32
From R15.61 to R23.19	0 40
From R23.20 to R30.20	0 44
From R30.21 to R46.00	0 46
From R46.01 upwards	0 60.

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

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

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

(4) All payments out of the fund shall be by cheque drawn on the fund's account. All such cheques shall be signed by the chairman or vice-chairman and countersigned by the secretary or assistant secretary of the Council.

(5) Die Fonds word deur die Raad geadministreer.

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

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

(7) Sodra 'n persoon ophou om 'n werknemer in die Nywerheid te wees, het hy of sy geen aanspraak hoegenaamd op die fondse of bystand van die Fonds nie: Met dien verstande dat daar nie geag word dat so 'n persoon nie langer in die Nywerheid werksaam is as die werkloosheid die gevolg van siekte is nie.

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

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

(a) Alle geld ontvang—

(i) ingevolge subklousule (2) hiervan;

(ii) uit elke ander bron; en

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

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

(10) Voordele, uitgesonderd soos in subklousule (11) (d) (iv) van hierdie klousule bepaal, word gestaak wanneer die beskikbare fondse tot minder as R200 daal en word nie hervat nie totdat die beskikbare fondse minstens R600 bedra. Enige bystand waarop 'n werknemer onmiddellik geregtig sou gewees het as dit nie vir hierdie subklousule was nie, vorm 'n eerste las teen die Fonds wanneer uitbetalings hervat word.

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

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

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

(ii) terugbetaling van die helfte van die koste van mediese spesialiste se dienste: Met dien verstande dat sodanige dienste op aanbeveling van die Fonds se mediese beampte verkry is;

(iii) gratis ambulansvervoer na die hospitaal;

(iv) gratis medisyne: Met dien verstande dat die medisyne deur die Fonds se mediese beampte voorgeskryf is;

(v) gratis tandetrek onder plaaslike verdoving, plastiese vullings en skraap van die tande slegs deur die tandheelkundige beampte van die Fonds;

(vi) helfte van die koste van oogartse se konsultasiekoste: Met dien verstande dat dié dienste verkry is op aanbeveling van die mediese beampte of oogarts van die Fonds;

(vii) gratis chiropraktiese behandeling.

(b) Die volgende bykomende bystand is van toepassing op alle werknemers ten opsigte van wie 15 bydraes betaal is:—

(i) 'n Sterftebystand van R25 vir arbeiders en van R100 vir alle ander werknemers by voorlegging van 'n sterftesertifikaat wat sertifiseer dat die werknemer oorlede is: Met dien verstande dat sodanige werknemer op die datum van sy dood vyf jaar ononderbroke diens in die nywerheid gehad het. Vir hierdie doel word alle diensydperke in die Nywerheid en afwesighede om watter redes ook al tot en met 'n tydperk van ses maande altesaam, mits die werknemer na iedere afwesigheid na die Nywerheid teruggekeer het, as ononderbroke diens gereken.

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

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

The public accountant shall audit the actions 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 subclause (2) hereof;

(ii) from any other source; and

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

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

(10) Save as provided in subclause (11) (d) (iv) of this clause, benefits shall cease when the funds in hand drop to less than R200 and shall not be resumed until the funds in hand amount to not less than R600. Any benefits, to payment of which an employee would have been entitled immediately but for this subclause, shall become a first charge on the fund when payments are resumed.

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

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

(i) free consultative services of the medical officer of the fund;

(ii) a refund of 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 ophthalmic surgeon's consultation charges, provided such services were obtained on the recommendation of the medical officer of the fund or optician of the fund;

(vii) free chiropractic treatment.

(b) To all employees in respect of whom 15 contributions have been paid the following additional benefits shall apply:—

(i) A death benefit of R25 for labourers and of R100 for all other employees on production of a death certificate certifying that the employee has died, provided such employee has had five years continuous employment in the Industry at the date of death. For this purpose all periods of employment in the Industry and absences from any causes up to a six-month period in all, provided the employee returned to the Industry after each absence, shall be counted as continuous employment.

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

(ii) hospitaalkoste ten bedrae van minstens R1 en hoogstens R2 (die bedrag word deur die Raad bepaal) by voorlegging van die hospitaalkosten, vir elke dag wat hulle in die hospitaal bly, tot en met 'n maksimum betaling vir 14 dae gedurende elke 24 maande vanaf 1 Mei 1968;

(iii) siektebesoldiging bereken teen een dag vir elke twee opbetaalde bydraes; onderworpe aan 'n minimum van 15 weeklikse bydraes en 'n maksimum tydperk van siektebesoldiging wat nie 10 weke in elke tydperk van 24 maande, bereken vanaf 1 Mei 1968, te bowe gaan nie, en ten opsigte van 'n bepaalde ongesteldheid teen die volgende skale:—

Weeklikse bydrae	Siektebesoldiging van 52 bydraes by een werkgewer		Siektebesoldiging na 15 bydraes	
	Per week	Per dag	Per week	Per dag
R	R	R	R	R
0.22	4.75	0.95	4.25	0.85
0.32	6.75	1.35	5.75	1.15
0.40	10.25	2.05	8.50	1.70
0.44	17.00	3.40	15.00	3.00
0.46	19.25	3.85	17.00	3.40
0.60	23.25	4.65	21.00	4.20

Met dien verstande dat as die werknemer vir 'n firma buite die munisipale gebied van Johannesburg werk, die woorde "die mediese beampte van die Fonds" geag word enige dokter in te sluit, en dat vir die toepassing van subklousule (11) (a) (v) van hierdie klousule, "die tandheelkundige beampte van die Fonds" geag word enige tandarts in te sluit. Voorts met dien verstande dat as die werknemer buite die munisipale gebied van Johannesburg woon, die woorde "die mediese beampte van die Fonds" geag word enige dokter in te sluit. Voorts met dien verstande dat waar 'n werknemer ooreenkomstig die voorafgaande paragraaf gemagtig is om van die dienste van enige dokter gebruik te maak, die bystand waarvoor in subklousule (11) (a) (i) van hierdie klousule voorsiening gemaak word beperk mag word tot 20 besoeke in 'n bepaalde kalenderjaar en dat die Fonds daarna die helfte van die koste van daaropvolgende besoeke betaal.

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

Ondanks enigiets in subklousule (11) (b) (iii) van hierdie klousule, word daar rekening gehou met bydraes asook met siektebesoldiging wat sedert 1 Mei 1968 betaal is, wanneer die bystand waarop 'n werknemer geregtig is, vasgestel word.

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

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

(i) Brille of herstelwerk aan brille, indien 33½ persent van wat dit die Fonds kos aan die oogarts betaal word: Met dien verstande dat die oogarts van die Fonds die brille moet verskaf of die herstelwerk moet verrig. Voorts met dien verstande dat indien 'n werknemer 'n raam verlang wat meer as R3.75 kos, hy die hele saldo self moet betaal. Die werknemer is geregtig op slegs een bril elke 18 maande, gereken vanaf 1 Mei 1968.

(ii) Kunstande en tandherstelwerk indien 50 persent van wat dit die Fonds kos, aan die Fonds betaal word, mits dit deur die tandheelkundige beampte van die Fonds verskaf en uitgevoer is. Die werknemer is geregtig op slegs een volledige gebit elke twee jaar, gereken vanaf 1 Mei 1968.

(d) (i) 'n Vroulike werknemer wat, wanneer sy die leeftyd van 60 jaar bereik of 'n manlike werknemer wat, wanneer hy die leeftyd van 65 jaar bereik, veertig of meer jaar ononderbroke diens in die Nywerheid gehad het, is geregtig op 'n

(ii) hospitalisation costs to the extent of not less than R1 and not exceeding R2.00 (such amount to be decided upon by the Council) against production of the hospital account for each day they remain in hospital, up to a maximum payment for 14 days during each 24 months from 1 May 1968;

(iii) sick pay calculated at one day for each completed two contributions subject to a minimum of 15 weekly contributions and a maximum period of sick pay which shall not exceed 10 weeks in each 24 month period calculated from 1 May 1968, and in respect of any one illness on the following scales:—

Weekly contribution	Sick pay after 52 contributions with one employer		Sick pay after 15 contributions	
	Per week	Per day	Per week	Per day
R	R	R	R	R
0.22	4.75	0.95	4.25	0.85
0.32	6.75	1.35	5.75	1.15
0.40	10.25	2.05	8.50	1.70
0.44	17.00	3.40	15.00	3.00
0.46	19.25	3.85	17.00	3.40
0.60	23.25	4.65	21.00	4.20

Provided that if the employee works for a firm outside the municipal area of Johannesburg the words "the medical officer of the fund" shall be deemed to include any doctor and that for the purpose of subclause (11) (a) (v) of this clause, "the dental officer of the fund" shall be deemed to include any dentist; provided further that if the employee resides outside the municipal area of Johannesburg the words "the medical officer of the fund" shall be deemed to include any doctor; provided further that where an employee is authorised in terms of the preceding paragraph to use the services of any doctor the benefits provided for in subclause (11) (a) (i) of this clause may be limited to 20 attendances in any one calendar year and that thereafter the fund will pay half the cost of subsequent attendances.

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

Notwithstanding anything contained in subclause (11) (b) (iii) of this clause contributions made and sick pay paid since 1 May 1968 shall be taken into account in determining the benefits to which an employee is entitled.

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

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

(i) Spectacles or repairs to spectacles on payment to the optician of 33½ per cent of the cost thereof to the fund provided the spectacles were supplied by or the repairs executed by the optician of the fund. Provided further that if any employee requires a frame costing more than R3.75 he shall pay the whole excess himself. The employee shall only be entitled to one pair of spectacles every 18 months reckoned from 1 May 1968.

(ii) Dentures and dental repairs on payment to the fund of 50 per cent of the cost thereof to the fund if supplied and executed by the dental officer of the fund. The employee shall only be entitled to one complete set of dentures every two years reckoned from 1 May 1968.

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

globale betaling ooreenkomstig die bydraes wat ingevolge subklousule (2) van hierdie klousule ten opsigte van homself by die Fonds inbetaal is, soos uiteengesit in die tabel in subparagraaf (iii) hieronder.

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

(iii)

TABEL

Bydrae per week	Globale betaling
	R
R0.22.....	150
R0.32.....	250
R0.40.....	500
R0.44.....	600
R0.46.....	700
R0.60.....	1,000

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

(aa) Werknemers wat as gevolg van slegte gesondheid moet aftree voordat hulle die leeftyd van 60 jaar in die geval van vrouens of 65 jaar in die geval van mans bereik: Met dien verstande dat so 'n werknemer op die datum waarop hy aftree minstens 30 jaar ononderbroke diens in die Nywerheid gehad het en 'n doktersertifikaat wat bevestig dat hy nie langer in staat is om te werk nie, voorlê.

(bb) Werknemers wat tot sterwe kom voordat hulle die leeftyd van 60 jaar in die geval van vrouens, of 65 jaar in die geval van mans bereik: Met dien verstande dat so 'n werknemer op die datum waarop hy tot sterwe kom minstens 30 jaar ononderbroke diens in die Nywerheid gehad het en mits 'n doodsertifikaat voorgelê word. Die bystand moet aan die langsliewende gade van die werknemer betaal word en indien daar geen langsliewende gade is nie, moet die bystand in die bestorwe boedel gestort word: Met dien verstande dat by sterfgevallen waar die Bantoesakekommissaris die boedel moet beredder, dié bystand aan genoemde Kommissaris betaal moet word tot voordeel van die bestorwe boedel: Voorts met dien verstande egter dat indien betaling ingevolge hierdie paragraaf geskied ten opsigte van 'n afgestorwe werknemer, die sterftebystand voorgeskryf in subklousule (11) (b) (i) hiervan, nie betaal word nie.

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

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

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

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

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

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

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

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

(iii)

TABLE

Contribution per week	Lump sum payment
	R
R0.22.....	150
R0.32.....	250
R0.40.....	500
R0.44.....	600
R0.46.....	700
R0.60.....	1,000

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

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

(bb) Employees who die before reaching the age of 60 in the case of females or 65 years in the case of males provided such employee has completed not less than 30 years' continuous service in the Industry on the date of death and provided a death certificate is produced. The benefit shall be paid to the surviving spouse of the employee and in the event of there being no surviving spouse, to the deceased person's estate; provided that in cases of death where the estate is required to be dealt with by the Bantu Affairs Commissioner, such benefit shall be paid to the said Commissioner for the benefit of the deceased's estate; provided further however that if payment in terms of this paragraph is made in respect of a deceased employee, the death benefit prescribed in subclause (11) (b) (i) hereof shall not be paid.

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

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

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

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

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

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

Wanneer die seëlwaarde van die bydrae wat gemaak is voor hierdie Ooreenkoms van krag geword het, bepaal word, word die seël wat voorheen bygedra is, geag dieselfde waarde te hê as die seëlbydrae in die tabel in subklousule (11) (d) (iii) van hierdie klousule ten opsigte van dieselfde groep, d.w.s. 'n vorige seëlbydrae van 20c word voortaan as 22c beskou.

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

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

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

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

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

Indien daar geen Raad bestaan wanneer hierdie Ooreenkoms verval nie, moet die Fonds gelikwider word deur die bestuurskomitee wat ingevolge hierdie subklousule funksioneer, of deur die trustee of trustees, 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 verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet voorgeskryf, asof dit deel van die algemene fondse van die Raad uitmaak.

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

- (i) staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke,

of op enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

22. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE

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

(a) Twee nuwe oorpakke vir elkeen van sy werknemers, waarvan een op 15 Januarie en die ander op 15 Julie elke jaar verskaf moet word;

(b) enige ander oorpakke en/of beskermende klere wat hy van sy werknemer mag vereis om te dra of wat hy by wet of regulasie verplig mag wees om aan sy werknemer te verskaf;

In determining the Stamp value of the contribution made prior to this Agreement coming into force, the Stamp previously contributed shall be regarded as being of the same value as the Stamp contribution shown in the Table in subclause (11) (d) (iii) of this clause, in respect of the same Group i.e. a previous 20c Stamp contribution shall be regarded as being 22c from now onwards.

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

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

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

(c) In the event of the dissolution of the Council or in the event of 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 Industrial Registrar from employers or employees in the Industry as the case may be so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee.

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

If there is no Council in existence upon the expiration of this Agreement the fund shall be liquidated by the management committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclause (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.

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

- (i) stock of the Government of the Republic of South Africa or local government stock;
- (ii) National Savings Certificates;
- (iii) Post Office savings accounts or certificates;
- (iv) Saving accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Industrial Registrar.

22. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS

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

(a) two new overalls to each of his employees, one of which shall be supplied on the 15th January and the other on the 15th July each year;

(b) any other overall and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee;

(c) twee oorpakke, benewens dié waarvoor in paragrawe (a) en (b) van hierdie klousule voorsiening gemaak word, aan elk van sy werknemers wat met waterdigte stowwe werk waarvan die digtingsinhoud afvryf en wat die draer se klere besmeer. Een oorpak moet op 15 April en die ander op 15 Oktober elke jaar verskaf word.

23. VERSEKERING VAN BESOLDIGING IN GEVAL VAN BRAND

Elke werkgewer wat dit nie reeds gedoen het ingevolge die bepalings van 'n Ooreenkoms wat voorheen in die Nywerheid van krag was nie, moet binne 14 dae nadat hierdie Ooreenkoms in werking tree, en elke werkgewer wat tot die nywerheid toetree, moet binne 14 dae daarna, 'n polis by 'n geregistreerde versekeringsmaatskappy uitneem.

Dié polis moet voorsiening maak daarvoor dat twee weke se besoldiging teen volle betaling aan alle werknemers betaal word, wanneer hulle weens brand werkloos is, of dat 'n *pro rata*-bedrag aan hulle betaal word, ingeval die werk vir 'n korter tydperk onderbreek word. Met dien verstande dat wanneer 'n werkgewer in gebreke bly om die versekering te verkry, hy persoonlik verantwoordelik is vir betaling van besoldiging aan die werknemers.

24. AGENTE

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

25. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

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

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

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

26. BESOLDIGING VIR REISE

Ondanks die bepalings van klousule 10 van die Ooreenkoms—

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

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

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

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

23. INSURANCE OF REMUNERATION IN CASE OF FIRE

Every employer who has not already done so under the provisions of any agreement previously in force in the Industry shall within 14 days of the coming into operation of this Agreement and every employer entering the Industry, shall within 14 days of such entry, effect an insurance with a registered insurance company.

Such insurance shall provide for payment to all employees, whenever they are deprived of work through fire, the amount of two weeks' remuneration on full pay or in the event of the stoppage of work being for a lesser period, for a pro rata payment to be made; provided that in the event of an employer failing to effect the insurance he shall be personally liable to make payment of the remuneration to the employees.

24. AGENTS

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

25. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer in the Canvas Goods 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, P.O. Box 4172, Johannesburg, the following particulars:—

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

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

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

26. TRAVELLING REMUNERATION

Notwithstanding the provisions of clause 10 of the Agreement—

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

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

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

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

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

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

(a) of vir alle redelike uitgawes in verband met etes en huisvesting vergoed; of

(b) van geskikte etes en huisvesting gratis voorsien;

(4) vir die toepassing van hierdie klousule beteken 'n dag 'n tydperk van 24 uur wat om 12-uur middernag begin en eindig.

Nademaal die Werkgewersorganisasie en die Vakvereniging tot die Ooreenkoms, soos hierin uiteengesit, geraak het, verklaar ondergetekende gemagtigde beamptes van die Raad dat bostaande die Ooreenkoms is waartoe geraak is, en bekragtig hulle dit met hul handtekenings.

Namens die Nywerheidsraad vir die Seilwarenywerheid, Witwatersrand en Pretoria.

Namens die partye by die Raad op hede die 5de dag van Maart 1969, te Johannesburg onderteken.

J. WALKER, Voorsitter.

J. DANIEL, Ondervoorsitter.

W. B. FLOWERS & CO., Sekretarisse.

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

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

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

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

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

(4) For the purpose of this clause a day shall mean a period of 24 hours beginning and ending at 12 o'clock mid-night.

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.

For the Industrial Council for the Canvas Goods Industry, Witwatersrand and Pretoria.

Signed at Johannesburg on behalf of the parties to the Council on this 5th day of March 1969.

J. WALKER, Chairman.

J. DANIEL, Vice-Chairman.

W. B. FLOWERS & CO., Secretaries.

AANHANGSEL A

DIENSSTAAT VAN WERKNEMER IN DIE SEILWARENYWERHEID

Naam _____		Handtekening van houer _____			
Vorige diens _____					
Aard van diens	Datum waarop diens begin het	Loon	Datum van diens-beëindiging	Loon	Naam en handtekening van werkgever

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

ANNEXURE A

RECORD OF SERVICE OF EMPLOYEE IN CANVAS GOODS INDUSTRY

Name _____		Signature of holder _____			
Previous employment _____					
Nature of employment	Date entered service	Rate of pay	Date left service	Rate of pay	Name and signature of employer

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

AANHANGSEL B

Die Seilwaresiekefonds,
Posbus 4172,
Johannesburg.

Datum _____

MOET DEUR WERKNEMER INGEVUL WORD

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

Beroep _____ Huisadres _____

Weekloon _____

Ek het my werk gestaak op _____ en was die namiddag (hele dag) van daardie dag afwesig.

Ek het werk op _____ hervat. Ek heg 'n voorlopige en finale doktersertifikaat hierby aan. Hulle toon dat ek die dokter die eerste maal op _____ geraadpleeg het.

Handtekening van werknemer _____

MOET DEUR WERKGEWER INGEVUL WORD

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

(a) dat hy op _____ by ons begin werk het;

(b) dat hy gedurende bogenoemde tydperk van afwesigheid—

(i) geregtig was op betaling van ons vir _____ *dae vakansie;

(ii) _____ *dae nie sou gewerk het nie omdat die fabriek korttyd gewerk het.

(* Vul in GEEN indien toepaslik)

(Naam van werkgewer) _____

Handtekening _____

Moet deur Seilwaresiekefonds ingevul word

Siektebetaling

Kwalifiserende bydraes..... Bydraes tans beskikbaar..... Dae _____ X Skaal _____

Oor 15: Ja/Nee..... Nou uitgeput, d.w.s. dae afwesig X 2..... Jongste bydraeskaal _____

Aangetekende Bydraeboek _____

52 by dieselfde werkgewer: Ja/Nee..... Saldo oorgedra _____ Tjekno. _____

ANNEXURE B

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

Date _____

TO BE COMPLETED BY EMPLOYEE

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

Occupation _____ Home address _____

Weekly wage _____

I stopped work on _____ and was absent the afternoon (whole) of that day.

I resumed work on _____

I attach preliminary and final doctor's certificates. They show that I first saw the doctor on _____

Signature of employee _____

TO BE COMPLETED BY EMPLOYER

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

(a) that he entered our service on _____

(b) that during the above period of absence—

(i) he was entitled to pay from us for _____ * days holiday.

(ii) he would have been laid off for _____ * days because the factory worked short time.

(* Insert NIL if applicable)

(Name of employer) _____

Signature _____

To be completed by Canvas Goods Sick Fund

Sick pay

Qualifying contributions..... Contributions available to date..... Days _____ X Rate _____

Over 15: Yes/No..... Now exhausted being days absent X 2..... Latest contribution rate _____

Recorded contribution Book _____

52 with same employer: Yes/No..... Balance carried fwd _____ Cheque No. _____

AANHANGSEL C

DIE NYWERHEIDSRaad VIR DIE SEILWARENYWERHEID
(WITWATERSRAND EN PRETORIA)

Aan _____

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

Handtekening _____

Datum _____

Handtekening van ontvanger _____

Indien ontvanger se handtekening onverkrygbaar is, meld waarom _____

No. R. 3069

8 Augustus 1969

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

Ek, Marais Viljoen, Minister van Arbeid,—

(a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Seilwarenywerheid, gepubliseer by Goewermentskennisgewing R. 3068 van 8 Augustus 1969, oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vanaf die tweede Donderdag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening 1956, bindend mag wees, vry van die bepalings van artikel 21A van eersgenoemde Wet vir sover dit werknemers betref wat ingevolge klousule 21 van genoemde Ooreenkoms op siektevoorrede geregtig is.

M. VILJOEN, Minister van Arbeid.

ANNEXURE C

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

To _____

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

Signature _____

Date _____

Signature of recipient _____

If signature of recipient cannot be obtained, state reasons _____

No. R. 3069

8 August 1969

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941CANVAS GOODS INDUSTRY, WITWATERSRAND
AND PRETORIA

I, Marais Viljoen, Minister of Labour,—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Canvas Goods Industry, published under Government Notice R. 3068 of 8 August 1969, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, hereby exempt all employers who are subject to the provisions of the said Agreement from the provisions of section 21A of the said Act as from the second Thursday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, in respect of employees who are entitled to sick benefits in terms of clause 21 of the said Agreement.

M. VILJOEN, Minister of Labour.

INHOUD

No.	BLADSY
Arbeid, Departement van GOEWERMENSKENNISGEWINGS	
R.3068. Wet op Nywerheidsversoening, 1956: Seilwarenywerheid, Witwatersrand en Pretoria: Ooreenkoms ...	1
R.3069. Wet op Fabriek, Masjinerie en Bouwerk, 1941: Seilwarenywerheid, Witwatersrand en Pretoria ...	22

CONTENTS

No.	PAGE
Labour, Department of GOVERNMENT NOTICES	
R.3068. Industrial Conciliation Act, 1956: Canvas Goods Industry, Witwatersrand and Pretoria: Agreement ...	1
R.3069. Factories, Machinery and Building Work Act, 1941: Canvas Goods Industry, Witwatersrand and Pretoria ...	22