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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2390.] [19 November 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA.

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2390.] [19 November 1954.
NYWERHEID-VERSOENINGSWET, 1937.

SEILWARENYWERHEID, WITWATERSRAND EN PRETORIA.

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

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

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930), Benoni, Springs, Pretoria (including that portion transferred to the Magisterial District of Groblersdal by Proclamation No. 225 of 1941, but excluding the farm Geelbeks-vley No. 345), and Randfontein, excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpán No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 and Rietfontein No. 48, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1, 3 to 12 (inclusive), 14, 16, 19 to 23 (inclusive) and 25 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,

Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CANVAS INDUSTRY, WITWATERSRAND AND PRETORIA.

AGREEMENT

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

Transvaal Canvas 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.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act, and shall remain in force for a period of 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, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females. Further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

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

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 12, 14, 16, 19 tot en met 23 en 25 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat by Proklamasie No. 149 van 1930, aan die Magistraatsdistrik Heidelberg onttrek is), Benoni, Springs, Pretoria (met inbegrip van daardie gedeelte wat na die magistraatsdistrik Groblersdal by Proklamasie No. 225 van 1941 oorgeplaas is, maar met uitsondering van die plaas Geelbeks-vley No. 345), en Randfontein met uitsondering van die plase Moadowns No. 1, Holfontein No. 17, Leeuwpán No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, Goudvlakte-Oost No. 37, Rooipoort No. 38, Oog van Wonderfontein No. 39, Elandsfontein No. 46, Doornpoort No. 47 en Rietfontein No. 48, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordoms-krywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,

Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE SEILWARENYWERHEID, WITWATERSRAND EN PRETORIA.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan 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 anderkant,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

(1) Enige uitdrukkings wat in hierdie ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet, is ook elke wysiging van dié wet inbegrepe en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in. Voorts tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

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

"Council" means the Industrial Council for the Canvas Goods Industry, Witwatersrand and Pretoria, registered in terms of section two of Act No. 11 of 1924, and deemed to have been registered under the Act;

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

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

"chopper out, qualified," means a chopper out who has had not less than three years' experience;

"chopper out, unqualified," means a chopper out who has had less than three years' experience;

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

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

"cutter, learner," means a cutter who has had less than four years' experience;

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

"driver" (deliveries) means an employee who drives a motor vehicle for the conveyance, delivery and/or distribution of goods and/or manufactured articles and/or raw materials of any establishment;

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

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

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

"general assistant" means an employee who—

- (a) assists a foreman or blindhanger in any or all of his duties;
- (b) constructs frames for blinds and/or awnings and fits blinds and/or awnings to such frames;
- (c) carries out roping, hand sewing of grommets, hooks and eyes, waterbag mouthpieces, corks, dees and straps;

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

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

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

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

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

- (1) Cleaning or washing premises, animals, machinery, implements, tools, utensils, vehicles or other articles including finished articles;
- (2) lime-washing compounds, latrines, stables, outbuildings and similar buildings and structures;
- (3) loading and unloading;
- (4) lifting, carrying, moving or stacking articles; pushing or pulling any vehicle;
- (5) making or maintaining fires and removing refuse;
- (6) loosening, taking out, breaking or spreading stone, clay or sand, digging trenches, foundations or other excavation work;
- (7) cutting down, destroying or removing trees or vegetation;
- (8) demolishing buildings or other structures;
- (9) feeding into or taking off from machines, excluding printing machines; feeding into or drawing off from tanks or vats under supervision;
- (10) mixing ash and cement or cement and sand, mortar, concrete, stone or bitumen by hand and spreading concrete or bitumen by shovel, rake, fork or barrow;
- (11) opening or closing doors, boxes, packages, bales, sacks or bags; sealing or preparing empty cardboard containers for use in packing;
- (12) tending livestock or minding vehicles;
- (13) marking, branding, stencilling or affixing ready addressed labels on boxes, bales, sacks or other containers, packages or articles;
- (14) weighing goods on a set scale;
- (15) delivering letters, messages or goods on foot or by means of a bicycle, or hand-propelled vehicle;

"Raad", die Nywerheidsraad vir die Seilwarenywerheid, Witwatersrand en Pretoria, geregistreer kragtens artikel twee van Wet No. 11 van 1924 en beskou as kragtens die Wet geregistreer;

"Seilwarenywerheid" of "nywerheid", vir die toepassing van hierdie Ooreenkoms, sonder om die gewone vertolkings van die uitdrukking in enige opsig te beperk, die nywerheid met betrekking tot die vervaardiging van goedere (uitgesonderd matrasse van klapperhaar, en sakke van goeing) uit seildoek en/of klapperhaar, met inbegrip van klapperhaarmatte en/of goeing, met inbegrip van goeingdoeke;

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

"uitknipper, gekwalifiseer", 'n uitknipper met minstens drie jaar ondervinding;

"uitknipper, ongekwalifiseer", 'n uitknipper met minder as drie jaar ondervinding;

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

"snyer, gekwalifiseer", 'n snyer met minstens vier jaar ondervinding;

"leerlingsnyer", 'n snyer met minder as vier jaar ondervinding;

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

"afleweringsmotordrywer", 'n werknemer wat 'n motor dryf vir die vervoer, aflewering en/of verspreiding van goedere en/of vervaardigde artikels en/of grondstowwe van 'n inrigting;

"inrigting", enige persele waarin die nywerheid uitgeoefen word en wat kragtens die Fabriekswet, 1941, aan registrasie onderworpe is;

"ondervinding", behalwe waar elders voorgeskryf, die totale tydperk of tydperke van 'n werknemer se diens in die bepaalde werk of aanwysing in die nywerheid;

"voorman", 'n werknemer met minstens vyf jaar ondervinding in die nywerheid wat in beheer oor die werknemers in 'n inrigting is en gesag oor daardie werknemers uitoefen en verantwoordelik is vir die doeltreffende verrigting deur hulle van hul werk, en wat enige ander pligte kan vervul of werksaamhede kan verrig;

"algemene helper", 'n werknemer wat—

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

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

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

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

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

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

- (1) Persele, diere, masjinerie, werktuie, gereedskap, gerei, voertuie of ander artikels, met inbegrip van afgewerkte artikels, skoonmaak of was;
- (2) kampongs, latrines, stalle, buitegeboue en dergelyke geboue en bouwerke witkalk;
- (3) laai en aflaai;
- (4) artikels optel, dra, verplaas of stapel; enige voertuig stoot of trek;
- (5) vure maak en aan die brand hou en vuilgoed verwyder;
- (6) klip, klei of sand losmaak, uithaal, opbreek of strooi; slote of fondamente graaf, 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; tenks of vate onder toesig vul of aftap;
- (10) as en sement of sement en sand, dagha, beton, klip of bitumen met die hand meng en beton of bitumen met 'n skopgraaf, hark, vork of kruiwa spre;
- (11) deure, kiste, pakkette, bale, sakke oopmaak of toemaak; leë kartonhouers wat vir verpakking gebruik word, verseël of voorberei;
- (12) lewende hawe versorg of voertuie bewaak;
- (13) kiste, bale, sakke of ander houers, pakkette of artikels merk, brandmerk, sjabloneer of etiketteer;
- (14) goedere op 'n gestelde skaal afweeg;
- (15) briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer;

- (16) cooking rations or making tea or similar beverages;
- (17) oiling and greasing machinery or vehicles (other than motor vehicles), barrows and cycles;
- (18) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);
- (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 stainers;
- (23) painting poles and tent tops; staining wood for tent poles;
- (24) knocking in eyelets and/or metal fasteners by hand or machine provided their positions are previously indicated;
- (25) clamping on metal tips with or without eyelets and/or press studs on web equipment;
- (26) putting wire hooks in ventilating pipes and/or water-bag handles; inserting washers;
- (27) painting, dipping, oiling or brushing canvas for waterproofing purposes, dressing canvas;
- (28) drilling or punching holes in walls or lintels under supervision;
- (29) cutting rope and webbing to a set measurement, cutting off threads;
- (30) laying out material preparatory to cutting;
- (31) whipping ends of ropes;
- (32) covering metal supports or brackets for awnings;
- (33) closing, baling, marking, wrapping up packages;
- (34) filling batteries with distilled water;
- (35) sorting rags or waste material;
- (36) turning the handle of a hand operated machine;
- (37) folding, unrolling and laying out;
- (38) mending sacks by hand;
- (39) splicing;
- (40) preparing articles for waterproofing by smearing solution on such articles;

"mechanic" means a skilled artisan;

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

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

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

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

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

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

(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. WAGES.

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

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

- (16) rantsone kook, of tee of dergelike drankie maak;
- (17) masjinerie of voertuie (maar nie motorvoertuie nie), kruiwaens en fietse olie en smeer;
- (18) tuinmaak (d.w.s. onder toesig plant, graaf, hark, gras sny, strooi, meng, natmaak);
- (19) artikels van gelyke grootte en getal verpak in houers wat spesiaal gemaak is om sulke artikels te bevat;
- (20) materiaal of vervaardigde artikels oprol;
- (21) afknipwerk;
- (22) toue insit, stringe knoop, spantoue knoop;
- (23) tentpale en tentkappe verf; hout vir tentpale beits;
- (24) ogies en/of metaalvasmakers met die hand of met behulp van 'n masjien inslaan, mits die plekke daarvoor eers gemerk is;
- (25) metaalpuntjies met of sonder ogies en/of drukknoopies op webtoerusting vasklamp;
- (26) draadhake in ventilasiepype en/of watersakhandvatsels insit; wasters insit;
- (27) seildoek verf, indoop, olie of borsel om dit waterdig te maak; seildoek finaal regmaak;
- (28) gate in mure of lateie onder toesig maak, boor of slaan;
- (29) tou en web volgens vaste afmetings sny; garingdrade afsny;
- (30) materiaal uitlê om uitgesny te word;
- (31) ente van toue omwoel;
- (32) metaalstutte of arms vir skerms oortrek;
- (33) pakkette toemaak, baal, merk, toedraai;
- (34) batterye met gedistilleerde water vul;
- (35) vodde of afvalmateriaal uitsoek;
- (36) die handvatsel van 'n handmasjien draai;
- (37) opvou, uitrol en uitlê;
- (38) sakke met die hand heelmaak;
- (39) splitswerk verrig;
- (40) goedere vir waterdigting voorberei deur rubber oplossing daaraan te smeer;

"werktuigkundige", 'n geskoolde ambagsman;

"masjien", 'n werknemer wat 'n hand- of 'n kragnaaimasjien bedien;

"masjien, manlik gekwalifiseer," 'n manlike masjien met minstens drie jaar ondervinding;

"masjien, manlik, ongekwalifiseer," 'n manlike masjien met minder as drie jaar ondervinding;

"masjien, vroulik, gekwalifiseer," 'n vroulike masjien met minstens twee jaar ondervinding;

"masjien, vroulik, ongekwalifiseer," 'n vroulike masjien met minder as twee jaar ondervinding;

"wag", 'n werknemer wat goedere, persele, geboue, hekke of ander eiendom bewaak;

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word dit beskou dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

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

	Per week.	
	£	s. d.
(a) Blindinghanger	7	5 0
(b) (i) Uitknipper, ongekwalifiseer—		
eerste ses maande ondervinding	1	10 0
tweede ses maande ondervinding	2	0 0
derde ses maande ondervinding	2	10 0
vierde ses maande ondervinding	3	0 0
vyfde ses maande ondervinding	3	10 0
sesde ses maande ondervinding	4	0 0
(ii) Uitknipper, gekwalifiseer	4	10 0
(c) (i) Leerlingsnyer—		
eerste ses maande ondervinding	2	0 0
tweede ses maande ondervinding	2	12 6
derde ses maande ondervinding	3	5 0
vierde ses maande ondervinding	3	17 6
vyfde ses maande ondervinding	4	10 0
sesde ses maande ondervinding	5	2 6
sewende ses maande ondervinding	5	15 0
agste ses maande ondervinding	6	7 6
(ii) Snyer, gekwalifiseer	7	0 0
(d) (i) Afleweringsmotordrywer—		
drywers van afleweringsmotors met 'n gewig sonder vraag van—		
tot en met $\frac{1}{2}$ ton	2	15 0
oor $\frac{1}{2}$ ton tot en met 3 ton	4	5 0
oor 3 ton tot en met 5 ton	5	5 0
oor 5 ton	7	0 0
(ii) Personeelmotordrywer	2	7 9
(e) Werknemers nie elders genoem nie	2	10 0
(f) Voorman	10	0 0
(g) (i) Algemene helper, ongekwalifiseer—		
eerste ses maande ondervinding	2	0 0
tweede ses maande ondervinding	2	8 0
derde ses maande ondervinding	2	16 0
vierde ses maande ondervinding	3	4 0
vyfde ses maande ondervinding	3	12 0
sesde ses maande ondervinding	4	0 0
sewende ses maande ondervinding	4	8 0
agste ses maande ondervinding	5	10 0
(ii) Algemene helper, gekwalifiseer	6	10 0

	Per Week.		
	£	s.	d.
(h) Handyman	5	0	0
(i) Mechanic	7	9	6
(j) Labourers and watchmen—			
(i) Under 18 years of age	1	2	6
(ii) 18 years of age and over	1	15	0
(k) (i) Machinist, female, unqualified—			
first six months of experience	2	3	0
second six months of experience	2	11	0
third six months of experience	2	19	0
fourth six months of experience	3	7	0
(ii) Machinist, female, qualified	3	17	6
(l) (i) Machinist, male, unqualified—			
first six months of experience	2	8	6
second six months of experience	2	17	0
third six months of experience	3	5	6
fourth six months of experience	3	14	0
fifth six months of experience	4	2	6
sixth six months of experience	4	11	0
(ii) Machinist, male, qualified	5	0	0

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

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

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

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

(5) *Differential Wage.*—An employer who required or permits a member of one class of his employees other than a labourer, to perform for longer than one hour in the aggregate on any day and an employer who requires or permits his labourer to perform for any period on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

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

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

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

5. COST OF LIVING ALLOWANCE.

(1) (a) To the wages payable to employees in terms of clause 4 there shall be added a percentage consisting of steps of 2½ per cent which shall be based on the number of points by which the retail price index number exceeds 100 subject to the following method of calculation. For each completed 2.5 points by which the prevailing retail price index number exceeds 100, 2½ per cent shall be payable provided, however, that where the index number is such that by the addition of 1.2 points or any lesser number of points it would complete a further 2.5 points then an additional 2½ per cent shall be payable, e.g., when the Index is between—

- (a) 186.3 and 188.7 inclusive: 87½ per cent is payable;
- (b) 188.8 and 191.2 inclusive: 90 per cent is payable;
- (c) 191.3 and 193.7 inclusive: 92½ per cent is payable;
- (d) 193.8 and 196.2 inclusive: 95 per cent is payable;

	Per week.		
	£	s.	d.
(h) Handlanger	5	0	0
(i) Werktuigkundige	7	9	6
(j) Arbeiders en wagte—			
(i) Onder 18 jaar	1	2	6
(ii) 18 jaar en ouer	1	15	0
(k) (i) Masjinis, vroulik, ongekwalifiseer—			
eerste ses maande ondervinding	2	3	0
tweede ses maande ondervinding	2	11	0
derde ses maande ondervinding	2	19	0
vierde ses maande ondervinding	3	7	0
(ii) Masjinis, vroulik, gekwalifiseer	3	17	6
(l) (i) Masjinis, manlik, ongekwalifiseer—			
eerste ses maande ondervinding	2	8	6
tweede ses maande ondervinding	2	17	0
derde ses maande ondervinding	3	5	6
vierde ses maande ondervinding	3	14	0
vyfde ses maande ondervinding	4	2	6
sesde ses maande ondervinding	4	11	0
(ii) Masjinis, manlik, gekwalifiseer	5	0	0

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

(3) Geen deel van die werk wat te doen het met die aanbring van blindings of skermes mag anders as onder toesig van 'n voorman of blindhanger uitgevoer word nie.

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

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

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

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

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

- (i) in die geval genoem in subklousule (a), vir elke uur teen 'n skaal wat gelyk is aan die hoogste weekloon gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word;
- (ii) in die geval genoem in subklousule (b) vir elke uur teen 'n skaal wat gelyk is aan die weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30%, gedeel deur die getal gewone ure wat deur daardie werknemer in 'n week gewerk word; met dien verstande dat daardie werknemer ten opsigte van die dag waarop hy sodanige werk verrig nie geregtig sal wees nie op 'n totale bedrag wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou wees teen die loonskaal wat vir hom in subklousule (1) voorgeskryf word;

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

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

5. LEWENSKOSTETOELAE.

(1) (a) By die lone wat ingevolge die bepalinge van klousule 4 aan werknemers betaalbaar is, moet 'n persentasie bygevoeg word bestaande uit sporre van 2½%, wat gebaseer moet word op die getal punte waarmee die kleinhandelprysindeksyfer 100 oorskry, onderworpe aan die volgende metode van berekening: vir elke voltooide 2.5 punte waarmee die heersende kleinhandelprysindeksyfer 100 oorskry, is 2½% betaalbaar; met dien verstande egter dat indien die indekssyfer van so 'n aard is dat met die toevoeging van 1.2 punte, of enige geringer aantal punte, dié 'n verdere 2.5 punte sou voltooi, 'n bykomende 2½% dan betaalbaar is, bv. wanneer die indeks tussen die volgende is:—

- (a) 186.3 tot en met 188.7, is 87½ persent betaalbaar;
- (b) 188.8 tot en met 191.2, is 90 persent betaalbaar;
- (c) 191.3 tot en met 193.7, is 92½ persent betaalbaar;
- (d) 193.8 tot en met 196.2, is 95 persent betaalbaar;

and so on; provided further that the percentage calculated in terms of this clause on the basis of the retail price index figure prevailing at the date of coming into force of this Agreement shall remain constant for a period of 26 weeks notwithstanding any variation in the retail price index number. On the expiration of such period of 26 weeks, and of each ensuing period of 26 weeks, the percentage for the purposes of this clause shall be calculated on the retail price index number then prevailing and such percentage shall be payable as from the first pay day in, and for the duration of, the next ensuing period; provided further, however, that at no time shall the percentage be less than 50.

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

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

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

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

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

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

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

6. PAYMENT OF WAGES AND RATES.

(1) Wages and rates shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay-day of the employee, and shall be contained in an envelope or other container showing the employer's and employee's name, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, the amount and nature of any deductions and the period in respect of which payment is made.

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

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

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

- When an employee is absent from work—pro rata amount for the period of such absence.
- With the written consent of the employee—deductions for holiday, insurance or pension funds.
- Levies and contributions in terms of clauses 16, 17 and 21 of this Agreement.
- Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

7. PIECE-WORK.

An employer may require or allow his employees to work piece-work or other system by which earnings are based on quantity or output of work done, provided he obtains the written consent of the Council, which consent may be granted upon such conditions as the Council may decide.

8. RATIO OF EMPLOYEES.

(1) Where three or more employees are employed in any establishment one such 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 cutters and as between qualified and unqualified choppers-out are concerned the general ratio provisions shall apply; provided further that in so

en so meer, voorts met dien verstande dat die persentasie wat ooreenkomstig hierdie klousule bereken is op die basis van die kleinhandelprysindeksyfer wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, vir 'n tydperk van 26 weke onveranderd moet bly, afgesien van enige verandering in die kleinhandelprysindeksyfer. By die verstryking van daardie tydperk van 26 weke, asook van elke daaropvolgende tydperk van 26 weke, moet die persentasie vir die toepassing van hierdie klousule volgens die kleinhandelprysindeksyfer wat op daardie tydstip van krag is, bereken word, en sodanige persentasie is van die eerste betaaldag af (en vir die duur daarvan) in die aanstaande daaropvolgende tydperk betaalbaar; voorts met dien verstande egter dat die persentasie nooit minder as 50 mag wees nie.

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

Vir die toepassing van hierdie subklousule beteken „kleinhandelprysindeksyfer" die indeksyfer met betrekking tot voedsel, brandstof, ligte, huur en diverse vir die Witwatersrand in die tabel met die opskrif „elke gebied met homself vergelyk in 1938-100", soos deur die Direkteur van Sensus vasgestel en in die maandelikse persverklarings gepubliseer.

(b) By die vasstelling van die bedrag van die lewenskostoelae wat aan werkgewers betaalbaar is, moet oortydverdienste by dié berekening ingesluit word.

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

(2) Die toelae wat kragtens hierdie klousule betaalbaar is, moet weekliks betaal word op dieselfde tydstip as dié waarop die werknemer se ander besoldiging aan hom betaal word.

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

(4) Die bepaling van subklousules (1) (a) en (3) van hierdie klousule is nie op drywers van toepassing nie. Die toelae wat aan hierdie werknemers betaal moet word, is dié wat voorgeskryf is in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word.

6. BETALING VAN BESOLDIGING.

(1) Lone moet weekliks in kontant betaal word of by beëindiging van diens as dit voor die gewone betaaldag van die werknemer geskied, en dit moet in 'n koevert of ander houer wees wat die werkgewer en werknemer se name bevat asook die werknemer se werk, die getal gewone en oortydure gewerk, die verskuldigde besoldiging, die bedrag en aard van enige aftrekkings en die tydperk ten opsigte waarvan betaling gedoen word.

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

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

(4) Geen aftrekkings van enige aard, uitgesonderd die volgende, mag van die lone wat aan 'n werknemer verskuldig is, gemaak word nie—

- wanneer 'n werknemer van sy werk afwesig is, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;
- met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, versekerings- of pensioenfondse;
- heffings en bydraes kragtens artikels 16, 17 en 21 van hierdie Ooreenkoms;
- enige bedrag wat deur 'n werkgewer betaal word wat hy kragtens 'n wet, ordonnansie of regsgeeding verplig is om namens 'n werknemer te betaal.

7. STUKWERK.

'n Werkgewer kan van sy werknemers vereis of hulle toelaat om stukwerk te verrig of volgens 'n ander stelsel te werk waarby verdienste op die hoeveelheid of omvang van gedane werk gebaseer word; met dien verstande dat hy die skriftelike toestemming van die Raad verkry, en sodanige toestemming kan op sulke voorwaardes toegestaan word as wat die Raad kan besluit.

8. GETALLEVERHOUDING VAN WERKNEMERS.

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

(2) 'n Werkgewer 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 kan neem, en vir elke gekwalifiseerde algemene helper, manlike masjinis, vroulike masjinis, uitknipper of snyer wat in diens is, moet onderskeidelik hoogstens drie ongekwalifiseerde algemene helpers, manlike masjinieste, vroulike masjinieste, uitknippers of leerling-snyers in diens geneem word; met dien verstande dat voordat 'n uitknipper in diens geneem kan word, een snyer in diens moet wees, en vir elke snyer wat in diens is, mag nie meer as drie uitknippers in diens geneem word nie—vir die toepassing van hierdie voorbehoud moet die uitdrukkings „snyer" en „uitknipper" ook snyers en uitknippers omvat, hetsy gekwalifiseer of nie, maar vir sover dit die getalleverhoudings tussen gekwalifiseerde snyers en leerling-snyers betref, asook tussen gekwalifiseerde en ongekwalifiseerde uitknippers, moet die algemene getalleverhoudings van toepassing wees; voorts met dien verstande dat vir sover dit getalleverhoudings tussen gekwalifiseerde snyers en leerling-snyers betref, 'n voorman as 'n

far as ratios between qualified cutters and learner cutters are concerned a foreman may be deemed to be a qualified cutter but that under these circumstances before a second or further learner cutter may be employed a qualified cutter shall first be employed.

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

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

9. OUTWORK.

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

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

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

10. HOURS OF WORK AND OVERTIME.

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

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

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

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

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

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

(e) No employer shall require or permit any employee to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this sub-clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

(a) in the middle of each first work period in a day;

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

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

(g) Save as provided in sub-clauses (e) and (f) all hours of work shall be consecutive.

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

(i) between 6 p.m. and 6 a.m.; or

(ii) after 1 p.m. on more than five days in any week.

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

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

(ii) on more than three consecutive days;

(iii) on more than 60 days in any year;

(iv) after completion of her usual working hours for more than one hour on any day unless the employer has—

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

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

(c) paid such employee an allowance of 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

gekwalfiseerde snyer beskou kan word, maar dat onder hierdie omstandighede, 'n gekwalfiseerde snyer eers in diens moet wees voordat 'n tweede of bykomende leerling-snyer in diens geneem kan word.

(3) Vir die toepassing van hierdie klousule kan 'n werkgewer homself as 'n werknemer beskou in enige kategorie hierin opgenoem, mits hy uitsluitlik of hoofsaaklik werk in die 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 die voorwaarde dat sy naam in die tyd- en loonregister ingeskryf word, tesame met die bedryf waarin hy in diens is.

9. BUITEWERK.

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

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

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

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, onderworpe aan subklousule (b), beskou moet word dat dit die gewone werkure is.

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

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

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

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

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

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

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

(a) in die middel van elke eerste werktydperk op 'n dag;

(b) in die middel van elke tweede werktydperk op 'n dag;

waarin dit van die werknemer nie vereis of hy toegelaat mag word om enige werk te verrig nie en daardie rus-pouse moet beskou word as deel van die gewone werkure.

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

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

(i) tussen 6 nm. en 6 vm. te werk nie;

(ii) op meer as vyf dae in 'n week na 1 nm. te werk nie.

(i) Van geen vroulike werknemer mag dit vereis en mag sy nie toegelaat word om—

(i) oortyd vir meer as twee uur op 'n dag te werk nie;

(ii) oortyd op meer as drie agtereenvolgende dae te werk nie;

(iii) oortyd op meer as 60 dae in 'n jaar te werk nie;

(iv) na voltooiing van haar gewone werkure oortyd vir meer as een uur op 'n dag te werk nie, tensy die werkgewer—

(a) daardie werknemer voor twaalfuur middag daarvan in kennis gestel het; of

(b) daardie werknemer van 'n voldoende maaltyd voorsien het voordat sy met oortyd moet begin; of

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

(j) For the purposes of sub-clause (1) (a) of this clause an employee who does not work on any public holiday referred to in clauses 10 (5) and 11 (1) or who on such holiday work 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, Labour Day, 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 shall be entitled to close his factory on any public holiday falling on a Monday. If the employees are notified thereof at least one calendar week beforehand, no payment of remuneration need be made, provided such public holiday is not one of those referred to in clause 11 (1).

(6) The provisions of this clause shall not apply to "watchmen".

11. HOLIDAYS.

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

Should such public holidays fall within the period of the annual leave another day shall be added to the said period as a further period of leave on full pay, whether or not such holidays fall on a Saturday or Sunday.

Provided, however, that should the Day of the Covenant fall within the period of annual leave where the establishment is closed for the annual leave as provided for in terms of sub-clause (2) (a) hereof it shall not be a paid holiday nor shall the annual leave be extended thereby.

In so far as Labour Day is concerned the employer shall have the right to substitute for this paid holiday an alternate date which shall be a Monday and which shall fall within the month of May; provided that the employer shall give his employees one week's notice of the date he intends to substitute for Labour Day.

(2) (a) Every employer shall grant to each of his employees annual leave on full pay of 13 working days in the case of an establishment working a five day week and 15 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 sub-clause (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 6 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 6 months' notice of his intention to do so. Provided further that any nomination by an employee shall not prejudice the employers right to close his factory.

(b) Qualification for such holiday shall be 52 weeks' continuous employment with the same employer, reckoned from the date on which his last annual leave fell due or from the date he entered the service of the employer whichever date shall be the later; provided, however, that should an employee's services amount to less than 52 weeks at the date on which the employer has elected to close his establishment for annual leave, he shall be granted leave for the period of the closing and shall be paid a pro rata amount assessed in terms of 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 peace training under the South Africa Defence Act, 1912; or
- (iii) is absent from work on the instruction or at the request of the employer; or
- (iv) is absent from work owing to illness not exceeding 30 days during any twelve months of employment; or
- (v) is under notice or is being paid as a result of a fire in terms of clause 23;

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

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

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

Enige tyd wat op Goeie Vrydag, Paasmaandag, Arbeidsdag, Geloftedag, Kersdag of Nuwejaarsdag, gewerk word, moet teen die skaal van dubbel die tarief betaal word, d.w.s. betaling vir die openbare vakansiedag teen die gewone skaal plus betaling vir werk teen die gewone skaal.

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

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

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

(6) Die bepalinge van hierdie klousule is nie op „wage" van toepassing nie.

11. VAKANSIEDAE.

(1) Goeie Vrydag, Paasmaandag, Arbeidsdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging, hetsy so 'n 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 inrigting gewerk word.

Indien sulke openbare vakansiedae binne die tydperk van die jaarlikse verlof val, moet nog 'n dag by genoemde tydperk gevoeg word as 'n bykomende tydperk van verlof met volle besoldiging, hetsy so 'n vakansiedag op 'n Saterdag of Sondag val of nie.

Met dien verstande egter dat indien Geloftedag binne die tydperk van jaarlikse verlof val wanneer die inrigting vir die jaarlikse verlof volgens die bepalinge van subklousule (2) (a) hiervan gesluit is, dit nie 'n vakansiedag met besoldiging is nie en die jaarlikse verlof nie daardeur verleng moet word nie.

Vir sover Arbeidsdag betref, het die werkgever die reg om hierdie vakansiedag met besoldiging deur 'n alternatiewe datum te vervang wat 'n Maandag moet wees en wat binne die maand Mei moet val; met dien verstande dat die werkgever sy werknemers een week kennis moet gee van die datum waardeur hy Arbeidsdag wil vervang.

(2) (a) Elke werkgever moet aan elkeen van sy werknemers jaarlikse verlof met volle besoldiging van 13 werkdag toestaan in die geval van 'n inrigting wat vyf dae in 'n week werk, en 15 werkdag in die geval van 'n inrigting wat ses dae in 'n week werk. Sodanige verlof moet begin op 'n datum waartoe tussen die werkgever en die werknemer besluit is, 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 werkgever in diens getree het nie, na gelang van die jongste datum. Die werknemer het die reg om ses maande vooruit 'n datum te noem waarop hy sy verlof moet aanvaar; met dien verstande dat die werkgever hom altyd die reg kan voorbehou om sy inrigting vir die tydperk van jaarlikse verlof te sluit as hy 6 maande vooruit aan sy werknemers kennis gee van sy voorneme om dit te doen. Voorts met dien verstande dat enige voorstel deur 'n werknemer nie aan die werkgever se reg om sy fabriek te sluit, mag afbreuk doen nie.

(b) Om op dié verlof geregtig te word is 52 weke ononderbroke diens by dieselfde werkgever nodig, bereken van die datum af waarop hy op sy jongste verlof geregtig geword het of van die datum af waarop hy by sy werkgever in diens getree het, na gelang van die jongste datum; met dien verstande egter dat as die dienste van 'n werknemer minder as 52 weke is op die datum waarop die werkgever besluit het om sy inrigting vir jaarlikse verlof te sluit, hy verlof vir die sluitingsyd toegestaan en 'n pro rata bedrag betaal moet word wat ooreenkomstig klousule (d) (ii) van hierdie klousule bereken is.

(c) Enige tydperk waarin 'n werknemer—

- (i) met verlof kragtens hierdie klousule afwesig is; of
- (ii) vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is; of
- (iv) van sy werk afwesig is weens siekte wat altesame hoogstens 30 dae gedurende enige twaalf maande diens bedra; of
- (v) onder kennisgewing is of betaal word as gevolg van brand ooreenkomstig klousule 23;

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

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

- (i) in respect of any period of leave which has accrued to him but was not granted before the date of the termination of the employment; and
- (ii) at the rate of 1/20th of the weekly wage in respect of each completed week of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (a), or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

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

(f) The holiday allowance shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and shall be paid not later than the last working day before the commencement of the said period of leave.

(g) The period of leave shall not be concurrent with any period during which an employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912.

12. TERMINATION OF EMPLOYMENT.

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

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

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

13. CERTIFICATE OF SERVICE.

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

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

14. EXEMPTIONS.

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

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

(3) The Secretary to the Council shall issue to every person granted exemption a licence of exemption signed by him, setting out—

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

(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 and to—

- (i) the Divisional Inspector of Labour, P.O. Box 4560, Johannesburg; or
- (ii) the Divisional Inspector of Labour, P.O. Box 393, Pretoria;

as the case may be.

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

- (i) ten opsigte van enige tydperk van verlof wat aan hom verskuldig geword het, maar nog nie voor die datum van diensbeëindiging toegestaan is nie; en
- (ii) teen die skaal van 1/20ste van die weekloon ten opsigte van elke volle week diens by die werkgewer na die datum waarop hy laas op verlof ooreenkomstig subklousule (a) geregtig geword het, of, in die geval van 'n werknemer wat vir minder as twaalf maande in diens was, na die aanvangsdatum van sy diens.

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

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

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

12. DIENSBEËINDIGING.

Die werkgewer of werknemer moet minstens een week kennis vir beëindiging van die dienskontrak gee, en dié kennisgewing tree in werking van die sluitingstyd van die dag waarop lone betaal word wat op sodanige kennisgewing volg; met dien verstande dat wanneer 'n werknemer een maand of korter gewerk het, 24 uur kennisgewing vir beëindiging van die dienskontrak deur of die werkgewer of werknemer gegee kan word. Dit moet nie inbreuk maak op—

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

met dien verstande dat 'n werkgewer aan 'n werknemer 'n loon kan betaal in plaas van die kennis te gee wat voorgeskryf of waartoe ooreengekom is; voorts met dien verstande dat 'n werknemer wat afwesig is vir 'n tydperk van langer as 168 uur (een week) van die tyd af toe hy na sy werk moes gaan, beskou kan word as een wat gedros het, tensy hy sy werkgewer se skriftelike toestemming ontvang om afwesig te wees.

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 die nodige besonderhede in die werknemer se boeke inskryf.

(2) Voordat hy 'n applikant vir werk in diens neem, moet die werkgewer van dié applikant vereis om sy boek, besonderhede ingeskryf of die boek uitgereik ooreenkomstig die bepalings van subklousule (1) van hierdie klousule, in te lewer, of 'n sertifikaat geteken deur die sekretaris van die Raad, wat die duur van vorige ondervinding (as daar was) vermeld, wat gebruik 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 moet word nie.

14. VRYSTELLINGS.

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

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat, deur hom onderteken, uitreik van 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 van die betrokke werkgewer stuur en ook een, na gelang van die geval, aan—

- (i) die Afdelingsinspekteur van Arbeid, Posbus 4560, Johannesburg; of, na gelang van die geval;
- (ii) die Afdelingsinspekteur van Arbeid, Posbus 393, Pretoria.

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 6d. 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 1d. 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 foreman or labourers.

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

(1) No member of the South African Canvas & 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 the 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 Union of South Africa, provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the South African Canvas and Ropeworkers' Union to become a member of it, the provision of this section shall immediately come into operation.

19. PERSONS UNDER FIFTEEN.

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

20. EXHIBITION OF AGREEMENT.

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

21. SICK FUND.

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

(2) For the purpose of meeting the expenses of the fund each employer shall make the following contributions in respect of the undernoted employees, one half of which shall be deductible from the remuneration of the employee:—

- Employees earning up to 39s. 11d. per week: 1s. 6d. per week.
- Employees earning from 40s. to 69s. 11d. per week: 2s. 6d. per week.
- Employees earning from 70s. to 99s. 11d. per week: 3s. 4d. per week.
- Employees earning from 100s. to 130s. per week: 3s. 8d. per week.
- Employees earning from 130s. 1d. to 199s. 11d. per week: 4s. per week.
- Employees earning from 200s. upwards per week: 5s. per week.

15. WERKNEMERVERTENWOORDIGERS OP DIE RAAD.

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

16. RAADSFONDS.

Om die uitgawes van die Raad te dek, moet elke werkgever 6d. per week van die verdienste van elkeen van sy werknemers, uitgesonderd arbeiders, aftrek, en van die verdienste van elke arbeider moet hy 'n 1d. per week aftrek. By die bedrag wat aldus afgetrek is, moet die werkgever 'n gelyke bedrag per week per werknemer voeg en maand vir maand voor of op die tiende dag van elke daaropvolgende maand, die totale bedrag aan die Sekretaris van die Raad, Posbus 4172, Johannesburg, stuur, tesame met 'n staat wat die name van die werknemers en die die tydperk vermeld wat deur die betaling gedek word.

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

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

17. VAKVERENIGINGLEDIGELD.

Elke werkgever moet weekliks van die verdienste van elkeen van sy werknemers die geldige ledigeld wat deur sy werknemers aan die vakvereniging verskuldig is, aftrek in ooreenstemming met die skale wat betaal moet word en waarvan die Sekretaris van die S.A. Canvas and Ropeworkers' Union die werkgever van tyd tot tyd in kennis moet stel.

Die werkgever moet die bedrae wat afgetrek is, voor of op die 10de dag van elke daaropvolgende maand aan die Sekretaris van die S.A. Canvas and Ropeworkers' Union, Shakespearegebou 31, Commissionerstraat, Johannesburg, stuur, tesame met 'n staat wat die name van die werknemers vermeld en die tydperk wat deur die betaling gedek word.

Sodanige aftrekking moet ook geskied 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.

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 'n 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 oorsaak geweier is en die applikant dié weiering binne 14-dae daarna aan die Raad gerapporteer het nie.

(4) Die bepalings van hierdie klousule is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande van die datum waarop hy in die nywerheid in diens gekom het, weier om op uitnodiging van die South African Canvas and Ropeworkers' Union lid van die vakvereniging te word, die bepalings van hierdie klousule onmiddellik in werking tree.

19. PERSONE ONDER 15 JAAR.

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

20. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale op 'n duidelik sigbare plek in sy inrigting, waar dit vir sy werknemers maklik toeganklik is, opklap en opgeklap hou.

21. SIEKTEFONDS.

(1) Die Seilwaresiektefonds (hier onder „die fonds” genoem), gestig by Goewermentskennisgewing No. 2084 van 29 Desember 1939, word hierby voortgesit.

(2) Om die uitgawes van die fonds te dek moet elke werkgever die volgende bydraes ten opsigte van die ondergenoemde werknemers betaal, waarvan die helfte van die besoldiging van die werknemers afgetrek moet word:—

- Werknemers wat tot 39s. 11d. per week verdien: 1s. 6d. per week.
- Werknemers wat 40s. tot 69s. 11d. per week verdien: 2s. 6d. per week.
- Werknemers wat van 70s. tot 99s. 11d. per week verdien: 3s. 4d. per week.
- Werknemers wat van 100s. tot 130s. per week verdien: 3s. 8d. per week.
- Werknemers wat van 130s. 1d. tot 199s. 11d. per week verdien: 4s. per week.
- Werknemers wat van 200s. en meer per week verdien: 5s. per week.

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.

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

(3) All moneys received into the fund shall be deposited in a special account to be opened at 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 an authorised member of the Council and countersigned by the Secretary.

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

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

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

(7) Immediately a person ceases to be an employee in the industry he or she shall have no claim whatsoever on the funds or benefits of the 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) An auditor or auditors, whose remuneration shall be decided by the Council, shall be appointed annually.

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

(a) all moneys received—

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

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

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

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

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

(a) To all employees in respect of whom five consecutive weekly contributions have been paid—

- (i) free consultative services of the medical officer of the fund;
- (ii) half the cost of medical specialists' services, provided such services are obtained on the recommendation of the medical officer of the fund;
- (iii) free conveyance to hospital by ambulance;
- (iv) free medicines, provided such medicines are prescribed by the medical officer of the fund;
- (v) free dental extractions under local anaesthesia, plastic fillings and scaling of teeth by the dental officer of the fund only;
- (vi) half the cost of spectacles or repairs to spectacles, provided the spectacles were supplied by and the repairs executed by the optician of the fund;
- (vii) half the cost of ophthalmic surgeon's consultation charges, provided such services were obtained on the recommendation of the medical officer of the fund or optician of the fund.

Seëls met 'n nominale waarde wat gelyk is aan die weeklikse bydrae ten opsigte van elke werknemer, moet deur die werkgewer van die Raad gekoop word en deur hom in daardie werknemer se Siekefondsboek op of voor die laaste dag van die maand ten opsigte waarvan die bydraes verskuldig is, geplak word. Sulke boeke moet kosteloos 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 so 'n 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.

Vir die toepassing van hierdie subklousule beteken „verdiensle" die gewone loonskaal sonder lewenskostetoelae.

(3) Alle gelde wat deur die fonds ontvang word, moet in 'n spesiale rekening inbetal word wat geopen moet word by 'n bank wat kragtens die Bankwet geregistreer en deur die Raad aangewys is.

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

(5) Die fonds word deur die Raad geadministreer.

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

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

(7) Sodra 'n persoon ophou om 'n werknemer in die nywerheid te wees, het hy of sy geen aanspraak hoegenaamd op die fonds, of bystand uit die fonds nie; met dien verstande dat dit nie beskou word dat so 'n persoon nie langer in die nywerheid werksaam is, as die werkloosheid, die gevolg van siekte is nie.

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

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

(a) alle geld ontvang—

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

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

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

(10) Bystand word gestaak wanneer die beskikbare bedrag in die fonds tot minder as £10 daal en word nie hervat totdat die kontant minstens £40 bedra nie. Enige bystand, op die betaling waarvan '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) Onderworpe aan 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) Aan alle werknemers ten opsigte van wie vyf agtereenvolgende weeklikse bydraes betaal is—

- (i) kostelose konsultasiedienste van die fonds se mediese beampte;
- (ii) die helfte van die koste van mediese spesialiste se dienste, met dien verstande dat sulke dienste op aanbeveling van die fonds se mediese beampte verkry is;
- (iii) kostelose ambulansvervoer na die hospitaal;
- (iv) kostelose medisyne, met dien verstande dat die medisyne deur die fonds se mediese beampte voorgeskryf is;
- (v) kostelose tandetrek onder plaaslike verdoving, plastiese vullings en skraap van die tande slegs deur die tandkundige beampte van die fonds;
- (vi) die helfte van die koste van brille of herstellings aan brille, met dien verstande dat die bril verskaf en bestellings deur hom uitgevoer word deur die oogkundige van die fonds;
- (vii) die helfte van die koste van oogheelkundige chirurg se konsultasiekoste, met dien verstande dat sulke dienste op aanbeveling van die fonds se geneeskundige beampte van die fonds of oogkundige van die fonds verkry is;

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

(i) Dentures and dental repairs at half of the cost paid by the Fund if supplied and executed by the dental officer of the fund.

(ii) 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 ten weeks in each 24-month period calculated from 1st May, 1954, 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.
s. d.	£ s. d.	s. d.	£ s. d.	s. d.
1 6	2 0 0	8 0	1 15 0	7 0
2 6	2 17 6	11 6	2 10 0	10 0
3 4	4 7 6	17 6	3 12 6	14 6
3 8	7 7 6	29 6	6 7 6	25 6
4 0	8 7 6	33 6	7 7 6	29 6
5 0	10 0 0	40 0	9 0 0	36 0

Provided that if the employee works for a firm outside the Municipal Area of Johannesburg the words "the medical officer of the fund", "the dental officer of the fund" and "the optician of the fund" shall be deemed to include any doctor, dentist or optician. 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 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 3 or more days.

Notwithstanding anything contained in sub-clause (2) of this clause contributions made and sick pay paid since 1st May, 1953, will be taken into account in determining the benefits to which an employee is entitled.

12. (a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

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

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

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

Upon the expiration of this Agreement the fund shall be liquidated by the management committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (b) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

(i) Die helfte van die koste van plate en tandheelkundige herstelwerk wat deur die fonds betaal word as dit deur die tandheelkundige beampte van die fonds verskaf en uitgevoer is;

(ii) siektebesoldiging bereken teen een dag vir elke twee opbetaalde bydraes, onder worpe aan 'n minimum van 15 weeklikse bydraes en 'n maksimum tydperk van siektebesoldiging wat nie 10 weke in elke tydperk van 24 maande, bereken van 1 Mei 1954 af, mag oorskry nie, en ten opsigte van enige enkele ongesteldheid teen die volgende skale:—

Weeklikse bydrae.	Betaling vir siekteverlof na 52 bydraes by een werkgewer.		Betaling vir siekteverlof na 15 bydraes.	
	Per week.	Per dag.	Per week.	Per dag.
s. d.	£ s. d.	s. d.	£ s. d.	s. d.
1 6	2 0 0	8 0	1 15 0	7 0
2 6	2 17 6	11 6	2 10 0	10 0
3 4	4 7 6	17 6	3 12 6	14 6
3 8	7 7 6	29 6	6 7 6	25 6
4 0	8 7 6	33 6	7 7 6	29 6
5 0	10 0 0	40 0	9 0 0	36 0

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”, „die tandheelkundige beampte van die fonds” en „die oogkundige van die fonds” beskou moet word dat dit enige dokter, tandarts of oogarts omvat. Voorts met dien verstande dat as die werknemer buite die munisipale gebied van Johannesburg woon, die woorde „die mediese beampte van die fonds” beskou moet word dat dit enige dokter omvat.

Voorts met dien verstande dat siektebesoldiging slegs vir werknemers beskikbaar is na vertoning 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, kan hy slegs vanaf en met inbegrip van die datum op die doktersertifikaat betaal word. Geen siektebesoldiging is betaalbaar nie tensy die tydperk van afwesigheid 3 of meer dae bedra.

Ondanks enigiets in subklousule (2) van hierdie klousule, word daar rekening gehou met bydraes, asook met siektebesoldiging wat sedert 1 Mei 1953 geskied het, wanneer die bystand vasgestel word waarop 'n werknemer geregtig is.

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

(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 fonds inbetaal word.

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

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

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

22. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

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

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

23. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer shall within 14 days of the coming into operation of this Agreement and every employer entering the industry, shall within 14 days of such entry, effect an insurance with a registered insurance company.

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

24. AGENTS.

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

25. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer in the Canvas 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, Third Floor, Power House, 21 Fraser Street, Johannesburg, the following particulars:—

- Full name;
- business address;
- the trade or trades carried on by him in the industry;
- names of his employees and occupation in which employed.

(2) Where the employer is a partnership information in accordance with sub-clause (1) of this clause as well as the title under which the partnership operates shall be furnished.

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

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

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

Signed at Johannesburg on behalf of the parties to the Council on this 12th day of May, 1954.

G. KEOGAN, *Chairman.*

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

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

Per W. B. FLOWERS.

ANNEXURE A.

RECORD OF SERVICE OF EMPLOYEE IN CANVAS GOODS INDUSTRY.

Name _____ Age _____

Previous employment _____

Signature of holder _____

Name of Employer.	Nature of Employment.	Date Entered Service.	Date Left Service.	Rate of Pay.	Signature of Employer.

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

22. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

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

- Twee oorpakke per jaar aan elkeen van sy werknemers, uitgesonderd arbeiders, wagte en drywers.
- Enige ander oorpakke en/of beskermende klere wat hy van sy werknemers kan vereis om te dra of wat hy ingevolge 'n wet of regulasie verplig is om aan sy werknemer te verskaf.

23. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgewer moet binne 14 dae nadat hierdie Ooreenkoms in werking tree, en elke werkgewer wat tot die nywerheid toetree, moet binne 14 dae daarna, 'n polis by 'n geregistreerde versekeringsmaatskappy uitneem.

Dié polis moet voorsiening maak vir betaling aan alle werknemers, wanneer hulle deur brand werkloos word, van die bedrag van twee weke se loon teen volle besoldiging, met inbegrip van lewenskostetoelae betaalbaar op die datum van die brand(e), of 'n eweredige betaling ingeval werk vir 'n korter tydperk onderbreek word; met dien verstande dat wanneer 'n werkgewer in gebreke bly om die versekering te verkry, hy persoonlik verantwoordelik is vir betaling van lone 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 kan enige inrigting betree en enige werkgewer of werknemer ondervra en die state van lone betaal, tyd gewerk en betalings vir oortyd gedoen, ondersoek, ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

25. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer in die Seilwarenywerheid wat dit nie alreeds gedoen het ingevolge die bepalings van enige ooreenkoms wat voorheen in die nywerheid van krag was nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum in die nywerheid begin, moet binne een maand na die datum waarop hy sy bedryf begin, die volgende besonderhede aan die Sekretaris van die Raad, Derde Vloer, Power-gebou, Fraserstraat 21, Johannesburg, stuur:—

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

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

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

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

Nywerheidsraad vir die Seilwarenywerheid, Witwatersrand en Pretoria.

Namens die partye by die Raad, hede die 12de dag van Mei 1954 in Johannesburg onderteken.

G. KEOGAN, *Voorsitter.*

D. M. HOLLANDER, *Ondervoorsitter.*

W. B. FLOWERS & KIE, *Sekretarisse.*

Per W. B. FLOWERS.

AANHANGSEL A.

DIENSSTAAT VAN WERKNEMER IN DIE SEILWARENYWERHEID.

Naam _____ Ouderdom _____

Vorige diens _____

Handtekening van houer _____

Naam van werkgewer.	Aard van diens.	Datum waarop diens begin het.	Datum van diens-beëindiging.	Loon-skaal.	Handtekening van werk-gewer.

Hierdie staat moet deur die werkgewer bewaar en slegs by diens-beëindiging aan die betrokke werknemer terugbesorg word.

* No. 2391.] [19 November 1954.
**FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.**

**CANVAS GOODS INDUSTRY, WITWATERSRAND
 AND PRETORIA.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Canvas Goods Industry, published under Government Notice No. 2390 of the 19th November, 1954, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

* No. 2391.] [19 November 1954.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

**SEILWARENYWERHEID, WITWATERSRAND EN
 PRETORIA.**

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Seilwarenywerheid, bekendgemaak by Goewermentskennisgewing No. 2390 van 19 November 1954, nie minder gunstig vir die persone wie se werkure daarby gereël word, as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

Statutes of the Union of South Africa, 1952

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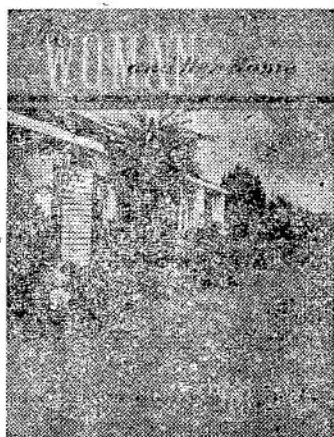
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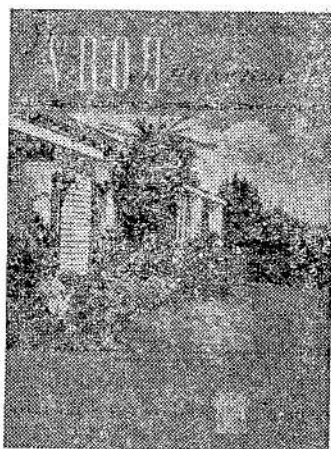
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