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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1374.]

[1 September 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.**KAMSTOFTEKSTIELNYWERHEID (KAAP).****HOOFOOREENKOMS.**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die bylae hiervan verskyn en op die Kamstoftekstielnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (b), 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Bellville, die Kaap, Wynberg, Simonstad en Worcester, uitgesonderd die gebied omgrens deur Sewende en Agtste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrosdistrik die Kaap; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (b), 19 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte Bellville, die Kaap, Wynberg, Simonstad en Worcester, uitgesonderd die gebied omgrens deur Sewende en Agtste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrosdistrik die Kaap, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enig een van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
 Minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1374.]

[1 September 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.**WORSTED TEXTILE MANUFACTURING INDUSTRY (CAPE).****MAIN AGREEMENT.**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the schedule hereto and which relates to the Worsteds Textile Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 3 years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (b), 19 and 20, shall be binding from the second Monday after the date of publication of this notice and for the period ending 3 years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry, in the Magisterial Districts of Bellville, the Cape, Wynberg, Simonstown and Worcester, excluding the area bounded by Seventh and Eighth Avenues and First and Third Streets, Maitland East, in the Magisterial District of the Cape; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Bellville, the Cape, Wynberg, Simonstown and Worcester, excluding the area bounded by Seventh and Eighth Avenues and First and Third Streets, Maitland East, in the Magisterial District of the Cape, and from the second Monday after the date of publication of this notice and for the period ending 3 years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (b), 19 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
 Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE KAMSTOFTEKSTIELVER-
VAARDIGINGSNYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Textile Workers' Industrial Union (South Africa)

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

National Association of Worsted Textile Manufacturers

(hieronder die "werkgevers" of die "werkgeversorganisasie" genoem), aan die ander kant.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms word nagekom in die landdrosdistrikte Worcester, die Kaap, Wynberg, Simonstad en Bellville, uitgesonderd die gebied omgrens deur Sewende en Agste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrosdistrik die Kaap, deur alle werkgevers wat lede van die werkgeversorganisasie en by die Kamstoftekstielvervaardigingsnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging en in daardie Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie daar lone in klousule 7 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking vanaf die datum wat deur die Minister ingevolge artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag vir drie jaar of vir sodanige tydperk wat deur hom bepaal mag word.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in dié Ooreenkoms gebesig en in die Wet omskryf word het dieselfde betekenis as in die Wet; waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig;

"ambagsman" 'n werknemer wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is of geag word daarkragtens aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur ingevolge of artikel twee (7) of artikel sewe (3) van gemelde Wet aan hom uitgereik, en wat die werk van sodanige ambag verrig;

"assistent-voorman" 'n werknemer wat 'n voorman behulpsaam is met die uitvoer van sy pligte en wat by sy afwesigheid namens hom mag optree;

"assistent-pensetter" 'n werknemer wat op voorskrif van 'n pensetter geslyte of stukkende penne uit kanne, valkamme, stekels of lemme verwyder en hulle deur nuwe penne vervang;

"assistent-papmasjiëbediener" 'n werknemer wat die papmasjiëbediener help;

"assistent-skeringssetter" 'n werknemer wat 'n weefgetou skoonmaak voordat 'n nuwe skering geset word, wat valstoppers insit en die skeringsetter oor die algemeen help;

"bediener van 'n nawasser met spoelkas" 'n werknemer wat 'n nawasser bedien en dit voer en verantwoordelik is vir die sterkspoelkas wat 'n integrerende deel van die nawasser is;

"bediener van 'n nawasser sonder spoelkas" 'n werknemer wat 'n nawasser bedien en dit voer;

"bolvormingsmasjiëbediener" 'n werknemer wat 'n bolvormingsmasjië bedien;

"batteryvuller" 'n werknemer wat lê batterye met vol tolle her-vul;

"toldraer" 'n werknemer wat lê tolle na die garingmasjië dra en volles verwyder;

"toltoetser" 'n werknemer wat vol tolle ondersoek, hulle weeg en dié wat defek of ongeskik is, uitgooi;

"stoomketelbediener" 'n werknemer wat onder algemeen toesig verantwoordelik is vir die instandhouding van die waterpeil en stoomdruk in 'n stoomketel en wat vuur in so 'n ketel aan die gang kan hou of uittrek;

"nopster" 'n werknemer wat knope, onklaarstof of noppe uit die stuklenge haal, sonder om gate daarin te maak, en wat 'n tangetjie of 'n skêr kan gebruik;

"nopster of plukker (afwerking)" 'n werknemer wat knope, onklaarstof of noppe uit die klaarstuklenge haal, sonder om gate daarin te maak, en wat 'n tangetjie of 'n skêr kan gebruik;

"kamdraer" 'n werknemer wat wol in 'n houer van die kaardmasjië na die nawasser neem;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE WORSTED TEXTILE
MANUFACTURING INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by

Textile Workers' Industrial Union (South Africa)

(hereinafter referred to as "the employees" or "the union"), of the one part, and

National Association of Worsted Textile Manufacturer

(hereinafter referred to as "the employers" or "the employers' organisation"), of the other part.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Worcester, the Cape, Wynberg, Simonstown and Bellville, excluding the area bounded by Seventh and Eighth Avenues and First and Third Streets, Maitland East, in the Magisterial District of the Cape, by all employers who are members of the employers' organisation and are engaged in the Worsted Textile Manufacturing Industry and by all employees who are members of the trade union and are employed in that industry.

(b) Notwithstanding the provisions of subclause (a), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 7.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation as and from the date fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for 3 years, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions appearing in this Agreement which are defined in the Act shall have the same meaning as in the 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, No. 28 of 1956, as amended;

"artisan" means an employee who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, as amended or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act and who is engaged in performing the work of such trade;

"assistant foreman" means an employee who assists a foreman in the performance of his duties and who may act for him in his absence;

"assistant pinsetter" means an employee who, under the direction of a pinsetter, is engaged in removing worn or broken pins from combs, fallers, porcupines or blades and in replacing them with new pins;

"assistant sizing machine operator" means an employee engaged in assisting the sizing machine operator;

"assistant warp setter" means an employee who cleans a loom prior to the setting of a new warp, puts in droppers and generally assists the warp setter;

"backwash operator with box" means an employee who is engaged in operating a backwash machine and feeding it and is responsible for the strongbox which is an integral part of the backwash machine;

"backwash operator without box" means an employee who is engaged in operating a backwash machine and who feeds the machine;

"balling machine minder" means an employee who operates a balling machine.

"battery filler" means an employee who is engaged in refilling empty batteries with full bobbins;

"bobbin boy" means an employee who is engaged in carrying empty bobbins to the frames and removing full ones;

"bobbin checker" means an employee who is engaged in examining full bobbins and in weighing such bobbins and in rejecting those which are faulty or unsuitable;

"boiler attendant" means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may maintain or draw fires in such boiler;

"burler" means an employee who is engaged in taking out knots, lumps, or burls from the piece without making holes in it and may use tweezers or scissors;

"burler and picker (finishing)" means an employee who is engaged in taking out knots, lumps or burls from the finished piece, without making holes in it and who may use tweezers or scissors;

"can dodger" means an employee engaged in taking wool in a container from the carding machine to the backwash machine;

"kaardbediener" 'n werknemer wat kaardmasjiene bedien deur bewegende dele te olie, stukkende dryfbande heel te maak en algemene aandag aan die masjiene of masjiene te skenk;

"kaardafstrooper en -slyper" 'n werknemer wat naalde van rollers afstroop, slyp, verwyder, skoonmaak en op rollers skerpmaak;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"spanleier" 'n werknemer wat aangestel word om oor die werk van 'n groep van Graad G-, E-, C- of A-werknemers toesig te hou onder leiding van sy werkgever, 'n voorman of assistent-voorman;

"kleedstofondersoeker" 'n werknemer wat onklaarkleedstof vir swak plekke of foute ondersoek, dit opteken en aan die voorman rapporteer;

"Kleedstofinspekteur" 'n werknemer wat klaargeweefde kleedstof ondersoek voordat dit aan klante versend word;

"kleedstofinspekteur se assistent" 'n werknemer wat 'n kleedstof-inspekteur help met die ondersoek van klaargeweefde kleedstof en wat die inspekteur se aandag op foute kan vestig maar wat nie die kleedstof vir versending kan goedkeur nie;

"kambediener" 'n werknemer wat kammasjinerie bedien, bewegende dele olie, stukkende dryfbande herstel en algemene aandag aan alle masjiene in die kamafdeling skenk;

"Raad" die Nywerheidsraad vir die Kamstoftekstielerwaardigingsnywerheid (Kaap);

"tolrangskikker en/of -afhaler" 'n werknemer wat vol of leë tolle verwyder en hulle deur leë of vol tolle vervang;

"dag" die tydperk van 24 uur bereken vanaf die tyd waarop die werknemer begin werk;

"inryger" 'n werknemer wat drade deur heuwels, rietkamme en valstoppers trek;

"inrygersassistent of inhaker" 'n werknemer wat die kettingdrade van 'n nuwe skering op die haak plaas sodat die inryger hulle kan deurtrek;

"afduinmasjienebediener" 'n werknemer wat 'n masjiene in die afduinafdeling bedien;

"kleurstofweër" 'n werknemer wat onder toesig kleurstowwe afweeg ooreenkomstig instruksies van die voorman;

"bedryfsinrigting" 'n perseel wat onderhewig is aan registrasie kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, waarin of in verband waarmee een of meer werknemers in die Nywerheid in diens is;

"ondervinding", behalwe waar elders bepaal, die totale diens-tydperk of -tydperke van 'n werknemer in sy besondere beroep of ampsbenaming, na gelang van die geval, in die Nywerheid;

"fabrieksklerk" 'n werknemer wat in 'n vervaardigings- of versendingsafdeling of in 'n pakhuis onder algemene toesig een of meer van die volgende pligte uitvoer:—

- Die getalle, hoeveelheid of gewigte van grondstowwe of deelsverwerkte stowwe of vervaardigde goedere kontroleer en opteken;
- voorraad- of produksieregisters hou;
- produksiekaarte of -state opstel, uitreik en bymeekaarmaak;
- kaartjies of etikette vir produksiedoelindes uitskryf;
- dokumente in verband met sy pligte liaseer of in veilige bewaring hou;

maar omvat nie 'n klas werknemer wat elders in dié klousule omskryf is nie, ondanks die feit dat klerklike werk of weeg deel van so 'n werknemer se werk mag uitmaak;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens 18 maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as 18 maande ondervinding;

"foutmerker" 'n werknemer wat met kryt foute vir heelmakers merk om heel te maak of weer heel te maak;

"foutmeter" 'n werknemer wat die lengte van foute vir die heelmakers meet;

"kambolmasjienebediener (kamwerk)" 'n werknemer wat kambolmasjiene bedien;

"stoker" 'n werknemer wat vure stook, hark en uittrek, maar wat nie vir waterpeile of stoomdruk verantwoordelik is nie;

"voorman" 'n werknemer wat onder beheer van die bestuurder van 'n afdeling aan die hoof staan van die werknemers in daardie afdeling of 'n deel daarvan in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat verantwoordelik is daarvoor dat hulle hulle pligte doeltreffend uitvoer;

"valkammasjienebediener" 'n werknemer wat valkam- of kleedskermasjiene bedien, olie en algemene aandag aan hulle skenk;

"Graad A-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:—

- Kleedstofinspekteur (afwerking);
- laboratoriumassistent;
- instandhouer;
- kaardafstrooper en -slyper;
- pensetter;

"graad A-werknemer, gekwalifiseer," 'n graad A-werknemer met minstens 15 maande ondervinding;

"graad A-werknemer, ongekwalifiseer," 'n graad A-werknemer met minder as 15 maande ondervinding;

"card minder" means an employee who is engaged in attending carding machines by oiling, moving parts, repairing broken belts and giving general attention to machine or machines;

"card stripper and grinder" means an employee who is engaged in stripping, grinding, removing, cleaning and sharpening needles on rollers;

"casual employee" means an employee who is employed by the same employer on not more than 3 days in any week;

"charge hand" means an employee who is appointed to supervise the work of a group of grade G, E, C or A employees under the direction of his employer, a foreman or assistant foreman;

"cloth examiner" means an employee who is engaged in examining cloth "in the grey" in order to detect flaws or faults and who records them and reports to the foreman;

"cloth inspector" means an employee who is engaged in examining cloth in its finished state prior to its despatch to customers;

"cloth inspector's assistant" means an employee who is engaged in assisting a cloth inspector in the examination of finished cloth and who may direct the attention of the inspector to defects, but who may not pass the cloth as fit for despatch;

"comb minder" means an employee who is engaged in attending combing machinery, oiling moving parts, repairing broken belts and giving general attention to all machines in the combing department;

"Council" means the Industrial Council for the Worsted Textile Manufacturing Industry (Cape);

"creeler and/or doffer" means an employee who is engaged in removing full or empty bobbins and replacing them with empty or full bobbins;

"day" means the period of 24 hours calculated from the time the employee commences work;

"drawer-in" means an employee who is engaged in putting threads through healds, reeds and drop wires;

"drawer-in assistant or reacher-in" means an employee who is engaged in reaching for the threads of a new warp so that the drawer-in may draw them through;

"draw-frame operator" means an employee engaged in operating any machine in the drawing department;

"dye weigher" means an employee who is engaged, under supervision in weighing out dyes in accordance with instructions from the foreman;

"establishment" means any premises liable for registration under the Factories, Machinery and Building Work Act, 1941, in or in connection with which one or more employees are employed in the Industry;

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

"factory clerk" means an employee who in a processing or despatch department or in a store under general supervision is engaged in performing one or more of the following duties:—

- Checking and recording numbers, quantities or weights of raw or partly processed materials or manufactured goods;
- maintaining stock or production records;
- preparing, issuing and collecting production cards or sheets;
- making out tickets or labels for production purposes;
- filing or keeping in safe custody documents relating to his duties;

but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work or weighing may form part of that employee's work;

"factory clerk, qualified," means a factory clerk who has had not less than 18 months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than 18 months' experience;

"fault marker" means an employee engaged in marking out in chalk faults for menders to mend or remend;

"fault measurer" means an employee who is engaged in measuring the length of faults for the menders;

"finishing minder (combing)" means an employee who is engaged in operating finisher boxes;

"fireman" means an employee who is engaged in stoking, raking and drawing fires, but who is not responsible for water levels or steam pressure;

"foreman" means an employee who under the control of the manager of a department, is in charge of the employees in that department or portion thereof in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"gill box operator" means an employee who is engaged in operating gill boxes or smoothing machines and in oiling and giving general attention to such machines;

"grade A employee" means an employee engaged in one or more of the following capacities:—

- Cloth inspector (finishing);
- laboratory attendant;
- maintenance man;
- card stripper and grinder;
- pinsetter;

"grade A employee, qualified," means a grade A employee who has had not less than 15 months' experience;

"grade A employee, unqualified," means a grade A employee who has had less than 15 months' experience;

"graad C-werknemer," 'n werknemer in een of meer van die volgende hoedanighede in diens:—

Masjiensorg;
kaardbediener;
kambediener;
bediener van 'n nawasser met spoelkas;
kleedstofondersoeker;
toetser;
kleurstofweër;
pensoldeerder;
skeringsetter;
wolbaaloopmaker;
wasbakbediener;
ontvlekker;
masjienbedieners wat een of meer van die volgende masjiene of installasies bedien:—

Mangelparsmasjiene, kleedskeermasjiene, kleedstofvogleureerder, dekatiseringsmasjiene, blokdrukmasjiene, spandroër en droogmasjiene, kleurstapel, kleedstomer, vullingmasjiene, wasmasjiene, stukkleurmasjiene, drukkleurmasjiene of kambolkleurvate;

heelmaker (afwerking);
heelmaker;
inryger;
skeringmasjienbediener;
wewer;
papasjienbediener;
foutmerker;
heelmaaknasieners;
hewelskagopligter;

"graad C-werknemer, gekwalifiseer," 'n graad C-werknemer met minstens 9 maande ondervinding;

"graad C-werknemer, ongekwalifiseer," 'n graad C-werknemer met minder as 9 maande ondervinding;

"graad E-werknemer," 'n werknemer in een of meer van die volgende hoedanighede in diens:—

Afwerkmasjienbediener;
valkammasjienbediener;
assistent-pensetter;
bediener van nawasser sonder spoelkas;
toltoetser;
ringspinnerbediener;
afduimmasjienbediener;
nopster of plukker;
nasieners;
masjienbediener wat een of meer van die volgende masjiene of installasies bedien:—

Wenteldroër, kleedstofstikker, kalibreerder, outoklopmasjiene;
skeringknoper en -draaier;
nopster;
stoomketelbediener;
assistent-skeringsetter;
kleedstofinspekteur se assistent;
sterkspoelkasbediener;
wasbakassistent;
kandraer;
skeurwolvoerder (wasafdeling);
assistent-skeringmasjienbediener;
papasjienbediener se assistent;
foutmeter;
inryger se assistent;
optoller;
henkondersoeker;
afvalsorteerder;
ringtwynerbediener;
bolvormingmasjienbediener;
haspelaarbediener;

"graad E-werknemer, gekwalifiseer," 'n werknemer met minstens 6 maande ondervinding;

"graad E-werknemer, ongekwalifiseer," 'n werknemer met minder as 6 maande ondervinding;

"graad G-werknemer," 'n werknemer in algemene fabriekswerk in diens, en omvat:—

Stoker;
wolvoerder;
toldraaier;
batteryvuller;
kamseldraer;
kamselverpakker;
henkbondelmaker;
voddeman en/of nopverwyderaer;
kambolverpakker;
pakhuisman (algemene arbeid in die pakhuis);
tolrangskikker en/of -afhaler;
verpakker (nie kambolverpakker nie);
persele, installasies, masjinerie, implemente, gereedskap, gerei, voertuie of ander artikels skoonmaak;
kampongs, latrines, stalle, buitegeboue en dergelike geboue of bouwerke afwit;
laai of aflaai;
artikels dra, verskuif of opstapel; 'n voertuig stoot of trek;
steenkool na stoomketels neem; vuur maak, aan die gang hou, stook of uittrek; vullis of as verwyder en klinkers sorteer;
steenkool, grond, klei of sand losmaak en uithaal; slote of fondamentslote grawe of ander uitgrawings doen;

"grade C employee" means an employee engaged in one or more of the following capacities:—

Jobber;
card minder;
comb minder;
backwash operator with box;
cloth examiner;
tester;
dye weigher;
pin solderer;
warp setter;
wool trapper;
wash bowl-operator;
spotter;
machine operators, operating one or more of the following machines or plants:—

Calendar pressing, cropping, cloth conditioning, decatizing, blocking, tentering and drying, batching, crabbing, milling, washing, piece-dyeing, pressure-dyeing machines or top-dyeing vats;

mender (finishing);
mender;
drawer-in;
warper;
weaver;
sizer;
fault marker;
mender checker;
shaft lifter;

"grade C employee, qualified," means a "grade C employee" who has had not less than 9 months' experience;

"grade C employee, unqualified," means a "grade C employee" who has had less than 9 months' experience;

"grade E employee," means an employee engaged in one or more of the following capacities:—

Finisher minder;
gill box operator;
assistant pinsetter;
backwash operator without box;
bobbin checker;
ring spinner;
draw-frame operator;
burler or picker;
percher;
machine operator, operating one or more of the following machines or plants:—

Hydro-extractor, cloth-stitching, calibrating, auto-scutching;
warp tyer and twister;
burler;
boiler attendant;
assistant warp setter;
cloth inspector's assistant;
strongbox operator;
wash bowl assistant;
can dodger;
willever (washing department);
warper's assistant;
assistant sizing machine operator;
fault measurer;
drawer-in assistant;
winder;
hank examiner;
waste sorter;
ring twister;
balling machine minder;
reeler;

"grade E employee, qualified," means a "grade E employee" who has had not less than 6 months' experience;

"grade E employee, unqualified," means a "grade E employee" who has had less than 6 months' experience;

"grade G employee" means an employee engaged in general factory labour and shall include:—

Fireman;
wool runner;
bobbin boy;
battery filler;
noil man;
noil packer;
hank bundlers;
shoddy man and/or burl-remover;
top packer;
warehouseman (general labour in the warehouse);
creeler and/or doffer;
packer other than top packer;
cleaning premises, plant, machinery, implements, tools, utensils, vehicles or other articles;
limewashing compounds, latrines, stables, out-buildings and similar buildings or structures;
loading or unloading;
carrying, moving or stacking articles;
pushing or pulling any vehicle; carting coal to boilers;
making, maintaining, stoking or drawing fires, removing refuse or ashes and sorting clinkers;
loosening, taking out, coal, soil, clay or sand; digging trenches, foundations or other excavation work;

bome of plantegroei afkap, vernietig of verwyder;
 masjiene, vervoerbande of blasers voer of daarvan afhaal;
 tenke of vate onder toesig vul of daarvan aftap;
 dagha, beton, klip of aardpik met die hand meng en beton
 of aardpik met 'n graaf, hark, vork of kruiwa spre;
 deure, kaste, bale, pakkies, sakke, dromme, vaatjies of ander
 houers oop- of toemaak;
 voertuie versorg;
 sakke, bale of ander houers vul;
 kaste, bale, sakke of ander houers of pakkies merk, brand-
 merk sjabloneer of etikette daaraan vasheg, vate of dromme
 met die hand verf (maar nie spuitverf nie);
 goedere volgens 'n gestelde skaal afweeg;
 sement of beton in gietvorms vasstamp of instamp of beton
 in fondamente vasstamp;
 briewe, boodskappe of goedere te voet of met 'n fiets, drie-
 wiel of handaangedrewe voertuig aflewer;
 rantsoene kook of tee of dergelike drankte berei;
 masjinerie, uitgesonderd motorvoertuie, onder toesig olie en
 smeer;
 tuinwerk doen (onder toesig plant, spit, hark, verskuif, strooi,
 meng, natmaak);
 sakke sorteer en uitkud;
 sakke met die hand heelmaak;
 artikels van eenvormige grootte en getal in houers pak wat
 spesiaal gemaak is om sulke artikels te hou;
 wol in die droogproses oopsprei of verwyder;
 'n handpomp en/of handpers bedien;
 seep en alkali's opnsy en kook;
 wol van stukkie vel afskeer;
 gevlekte, saadbevattende of growwe deeltjies, misklossies of
 ander vreemde voorwerpe uit wol verwyder, of uit onbewerkte
 of uit bewerkte wol;
 wol week;
 watervore versorg;
 'n vlieg wiel van 'n enjin in posisie plaas voordat die enjin
 aan die gang gesit word;
 vate in verkolings-, bleik- en droogprosesse vul en versorg;
 "bewaker" 'n werknemer wat onder toesig van 'n wag die
 fabriekshek bewaak of die fabrieksterrein patroleer;
 "henkbondelmaker" 'n werknemer wat henks garing tel en in
 bondels saambind;
 "henkondersoeker" 'n werknemer wat henks breiwoel vir foute
 ondersoek nadat dit gekleur is;
 "Nywheid" die Kamstoftekstielvervaardigingsnywerheid;
 "masjiensorg" 'n werknemer, uitgesonderd 'n ambagsman, wat
 verantwoordelik is vir die olie en smeer van masjiene en wat
 herstelwerk en verstellings van geringe aard in die fabriek kan
 uitvoer en die voorman help;
 "laboratoriumhulp" 'n werknemer, uitgesonderd 'n toetser, wat
 op voorskrif aanvangs- en roetineoetse maak en die resultate
 daarvan opteken en wat oor die algemeen met laboratorium-
 werk help;
 "heelmaker" 'n werknemer, uitgesonderd 'n nopster of plukker,
 wat foute in geweefde kledstof heelmaak;
 "heelmaaknasiener (kledstofnasiener)" 'n werknemer wat die
 finale ondersoek van die heelmakers se werk doen;
 "heelmaker (afwerking)" 'n werknemer wat foute in kledstof
 heelmaak maar eers nadat dit van die kleurafdeling gekom
 het;
 "masjien- of installasiebediener en/of -versorger" 'n werknemer
 wat 'n kragaangedrewe masjien of ander installasie bedien, ver-
 sorg, aan die gang sit en tot stilstand bring, en dit kan ver-
 stel en/of sodanige masjinerie voer of daarvan afhaal; en die
 uitdrukking "n masjien bedien of versorg" het 'n ooreen-
 stemmende betekenis;
 "instandhouer" 'n werknemer wat onder toesig van 'n ambags-
 man, herstelwerk of verstellings doen aan masjiene in die
 fabriek of in die werkwinkel, of van wie vereis kan word om
 sodanige ambagsman te help met ander werk in die werkwinkel;
 "motorvoertuigbestuurder" 'n werknemer wat op 'n openbare pad
 'n kragaangedrewe voertuig bestuur wat vir die vervoer van
 goedere of werknemers gebruik word, en by die toepassing van
 hierdie woordskrywing omvat "bestuur" alle tydperke wat
 daar bestuur word en alle tyd wat die werknemer bestee aan
 werk in verband met die voertuig of die vraag en alle tydperke
 wat hy verplig is om op sy pos te bly, gereed om te bestuur;
 "nagskof" 'n werktydperk, oortyd uitgesonderd, waarvan die
 grootste gedeelte tussen die ure 8 nm. en 8 vm. val;
 "kamseldraer" 'n werknemer wat die kamsel bymekaarmaak en
 dit vir verpakking verwyder;
 "kamselverpakker" 'n werknemer wat kamsel verpak vir op-
 berging of versending;
 "verpakker" 'n werknemer, uitgesonderd 'n kambolverpakker,
 wat goed verpak vir versending, vervoer, aflewering of op-
 berging;
 "deeltydse motorvoertuigbestuurder" 'n werknemer wat 'n krag-
 aangedrewe voertuig bestuur wat vir die vervoer van goedere
 of werknemers gebruik word, wat gewoonlik ander werk as
 die bestuur van so 'n voertuig verrig, maar wat so 'n voertuig
 bestuur vir hoogstens vier uur altesaam op 'n dag, en by die
 toepassing van hierdie woordskrywing omvat die uitdrukking
 "so 'n voertuig bestuur" alle tydperke wat daar bestuur word
 en alle tyd wat die bestuurder, terwyl hy in beheer van die
 voertuig is, aan werk in verband met die voertuig of die vraag
 bestee;
 "nasiener" 'n werknemer wat kledstof ondersoek soos dit die
 weefgetou verlaat en wat die lengte van die kledstof opteken;

cutting down, destroying or removing trees or vegetation;
 feeding into or taking off from machines, conveyors and
 blowers; feeding into or drawing off from tanks or vats under
 supervision;
 mixing mortar, concrete, stone or bitumen by hand and
 spreading concrete or bitumen by shovel, rake, fork or barrow;
 opening or closing doors, boxes, bales, packages, sacks, bags,
 drums, barrels or other containers;
 minding vehicles;
 filling bags, bales, sacks or other containers;
 marking, branding, stencelling or affixing labels on boxes,
 bales, sacks, bags or other containers or packages; painting
 casks or drums by hand (other than spray painting);
 weighing goods to a set scale;
 ramming or tamping cement or concrete in moulds or
 ramming concrete in foundations;
 delivering letters, messages or goods on foot or by means
 of a bicycle, tricycle or hand-propelled vehicle;
 cooking rations or making tea or similar beverages;
 oiling and greasing machinery under supervision, other than
 motor vehicles;
 gardening work (planting under supervision, digging, raking,
 mowing, spreading, mixing, watering);
 sorting and shaking out sacks;
 mending sacks or bags by hand;
 packing articles of a uniform size and number in receptacles
 specially made to contain such articles;
 spreading or removing wool in the drying process;
 operating a hand pump and/or hand press;
 cutting and boiling soap and alkalis;
 clipping wool from skin pieces;
 picking from wool either in the grease or after processing,
 stained, seedy or coarse particles, drags or other foreign matter;
 soaking wool;
 attending to water furrows;
 moving a flywheel of an engine into possession before the
 engine is started;
 filling and attending vats in carbonizing, bleaching and drying
 processes;
 "guard" means an employee who, under the supervision of a
 watchman, guards the factory gate or patrols the factory
 grounds;
 "hank bundler" means an employee who is engaged in counting
 hanks of yarn and who bundles them together;
 "hank examiner" means an employee engaged in examining
 hanks of knitting wool for faults after dyeing;
 "Industry" means the Worst Textile Manufacturing Industry;
 "jobber" means an employee other than an artisan who is
 responsible for the oiling and greasing of machines and who
 may carry out in the factory minor repairs and adjustments and
 assist the foreman;
 "laboratory attendant" means an employee, other than a tester,
 who under direction makes initial and routine tests and records
 the results thereof and who assists generally in laboratory
 work;
 "mender" means an employee, other than a burler or picker,
 engaged in mending defects in woven cloth;
 "mender checker (cloth checker)" means an employee who is
 engaged in giving the final check to the work done by the
 menders;
 "mender (finishing)" means an employee who is engaged in mend-
 ing defects in cloth but after it has come from the dye depart-
 ment;
 "machine or plant operator and/or attendant" means an employee
 engaged in operating, attending, starting and stopping a power-
 driven machine or other plant and who may make adjustments
 thereto and/or feed or take off from such machinery; and
 the expression "operating or attending a machine" has a corres-
 ponding meaning;
 "maintenance man" means an employee, who, under supervision
 of an artisan, is engaged in making repairs or adjustments to
 machines in the factory or in the workshop, or who may be
 required to assist such artisan in other work in the workshop;
 "motor vehicle driver" means an employee engaged in driving
 on a public road any power-driven vehicle used for the con-
 veyance of goods or employees and, for the purpose of this
 definition "driving" includes all periods of driving and any
 time spent by the driver on work connected with the vehicle or
 the load and all periods during which he is obliged to remain
 at his post in readiness to drive;
 "night shift" means any period of work, other than overtime,
 the major portion of which falls between the hours of 8
 o'clock p.m. and 8 o'clock a.m.
 "noil man" means an employee who is engaged in collecting
 the noil and removing it for packing;
 "noil packer" means an employee who is engaged in packing
 noil for storage or despatch;
 "packer" means an employee, other than a top packer, who is
 engaged in packing goods for despatch, transport, delivery or
 storage;
 "part-time motor vehicle driver" means an employee engaged in
 driving any power-driven vehicle used for the conveyance of
 goods or employees, who is ordinarily employed on duties other
 than driving such a vehicle but who is engaged in driving such
 vehicle for not more than 4 hours in the aggregate on any
 day, and for the purpose of this definition the expression
 "driving such vehicle" includes all periods of driving and any
 time spent by the driver, while in charge of the vehicle, on
 work connected with the vehicle or the load;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging uitsluitlik op die hoeveelheid en omvang van die werk gedoen, gebaseer word;

"pensetter" 'n werknemer wat verantwoordelik is vir die nasien van die werk van die assistent-pensetter voordat die kamme, valkamme, stekels of lemme in die masjiene teruggeplaas word, en wat die voorman kan help;

"pensoldeerder" 'n werknemer wat penne aan valkamme of lemme soldeer;

"haspelaarbediener" 'n werknemer wat 'n haspelaar bedien;

"ringspinnerbediener" 'n werknemer wat een of meer ringspinner bedien;

"ringtwynerbediener" 'n werknemer wat een of meer ringtwyners bedien;

"senior fabrieksklerk" 'n fabrieksklerk wat as gevolg van die verantwoordelikhed van sy werk deur sy werkgewer as 'n senior fabrieksklerk aangestel word;

"hewelskagopligter" 'n werknemer wat kledestof gedurende die weefproses vir foute ondersoek en wat, indien nodig, 'n weefgetou tot stilstand kan bring en aan 'n voorman kan rapporteer;

"voddeman of nopverwyderaar" 'n werknemer wat noppe of afval uit kaardmasjiene verwyder en na die pakhuis neem en/of dit weereens in die voddkamer behandel;

"korttyd" 'n tydelike vermindering in die getal gewone werkuure weens 'n handelslapse, tekort aan grondstowwe, onklaar-raking van installasie of masjinerie deur 'n ongeluk veroorsaak, weerstoestande of 'n ander onvoorsiene noodtoestand;

"papasmasjenbediener" 'n werknemer wat 'n papamasjen bedien;

"ontvlekker" 'n werknemer wat kolle en vlekke met die hand uit kledestof verwyder;

"sterkspoelkasbediener" 'n werknemer wat sterkspoelkasmasjiene wat nie verband met nawassers het nie, bedien;

"toetser" 'n werknemer wat veselband- of garingmonsters neem terwyl produksie aan die gang is en toetse vir kwaliteit uitvoer;

"kambolverpakker" 'n werknemer wat kambol verpak vir opberging of versending;

"loon" die geldbedrag ingevolge klousule 7 aan 'n werknemer betaalbaar ten opsigte van sy gewone werkuure in klousule 4 voorgeskryf: Met dien verstande dat—

(a) indien 'n werkgewer gereeld 'n werknemer ten opsigte van sodanige gewone werkuure 'n hoër bedrag betaal as die minimum loon aldus voorgeskryf vir 'n werknemer van sy klas, dit sodanige hoër bedrag beteken, en

(b) dat die voorbehoudbepaling by (a) nie so uitgelê word dat dit betrekking het op, of insluit—

(i) besoldiging wat 'n werknemer in diens op 'n grondslag waarvoor daar in subklousule 7 (6) voorsiening gemaak word, ontvang buiten die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; of

(ii) 'n nagskifttoelae betaalbaar ingevolge subklousule (7) van klousule 7;

"aansporingsloon" alle betaling, uitgesonderd stukwerkbetalings, wat 'n werknemer benewens sy basiese loon kan ontvang;

"skeringmasjenbediener" 'n werknemer wat 'n skeringmasjen bedien en vir die flensroller verantwoordelik is;

"skeringknoper en draaier" 'n werknemer wat die draad van 'n nuwe skering aan die van 'n ou skering las;

"skeringmasjenbediener se assistent" 'n werknemer wat die skeringmasjenbediener help deur tolle op die tolrakke te plaas en stukkende draad heel te maak;

"skeringsetter" 'n werknemer wat verantwoordelik is vir die verwydering van 'n gebruikte flensrol van 'n weefgetou en vir die aanbring van 'n nuwe flensrol en vir die gereedmaak van die weefgetou vir produksie deur 'n wewer;

"wasbakbediener" 'n werknemer wat 'n stel wasbakke bedien en sodanige masjiene olie en algemene aandag aan hulle skenk, maar wat nie vir die chemikalieë verantwoordelik is nie;

"wasbakassistent" 'n werknemer wat wol in wasbakke voer en die wasbakbediener op sy voorskrif of op dié van 'n voorman help;

"afvalsorteerder" 'n werknemer wat afvalstowwe optel en dit in lang of kort vesels en volgens kleur sorteer;

"wewer" 'n werknemer wat weefgetoue bedien: Met dien verstande dat van hom vereis kan word, wanneer hy gekwalifiseer is om 2 nie-outomatiese weefgetoue, 4 nie-outomatiese weefgetoue wat van kettingstakers voorsien is, of 8 ten volle outomatiese weefgetoue te bedien;

"skeurwolfoerder" 'n werknemer wat in beheer is van 'n skeurwolk in die wasafdeling;

"optoller" 'n werknemer wat 'n masjen bedien wat garing aan 'n kaastol, tol, keëltol of inslagtol of in stringe optol;

"wolvoerder" 'n werknemer wat die gedroogde of gewaste wol na die kaardafdeling neem en dit in 'n voerbak van die kaardmasjiene voer;

"wolbaaloopmaker" 'n werknemer wat wolbale oopmaak en ruwe sorteerwerk doen;

"Kamstoftekstielvervaardigingsnywerheid" die Nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen van die volgende doeleindes:—

(1) Die vervaardiging, met inbegrip van alle werksaamhede wat bykomstig is tot sodanige vervaardiging, van kamstof-kambol en/of uitkamsels;

"percher" means an employee who examines cloth as it leaves the loom and who records the length of the cloth;

"piece-work" means any system under which an employee's remuneration is based solely upon the quantity and output of work done;

"pinsetter" means an employee who is responsible for checking the work of the assistant pinsetter prior to the combs, fallers, porcupines or blades being returned to the machines and who may assist the foreman;

"pin solderer" means an employee who solders pins into fallers or blades;

"reeler" means an employee who is engaged in operating a reeling machine;

"ring spinner" means an employee who is engaged in operating one or more ring spinning frames;

"ring twister" means an employee who is engaged in operating one or more ring twisting machines;

"senior factory clerk" means factory clerk who, by reason of the responsibility attaching to his work, is appointed by his employer as a senior factory clerk;

"shaft lifter" means an employee who, during the process of weaving, examines cloth for faults and who may, if necessary, stop a loom and report to a foreman;

"shoddy man or burl-remover" means an employee who is engaged in removing burls or waste from carding machines to the warehouse and/or re-treating it in the shoddy room;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials, breakdown of plant or machinery caused by accident, vagaries of the weather or some other unforeseen emergency;

"sizer" means an employee operating a sizing machine;

"spotter" means an employee who is engaged in removing spots and stains from cloth by hand;

"strongbox operator" means an employee who is engaged in operating strongbox machines, not connected with backwash machines;

"tester" means an employee engaged in taking samples of slivers or yarn during production and in carrying out tests for quality;

"top packer" means an employee who packs tops for storage or despatch;

"wage" means the amount of money payable to an employee in terms of clause 7 in respect of his ordinary hours of work prescribed in clause 4: Provided that—

(a) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than the minimum wage so prescribed for an employee of his class, it means such higher amount, and

(b) that proviso (a) shall not be construed so as to refer to or include—

(i) any remuneration which an employee who is employed on any basis referred to in subclause 7 (6) receives over and above the amount which he would have received if he had not been employed on such a basis; or

(ii) any night-shift allowance payable in terms of subclause (7) of clause 7;

"wage incentive" means any payment other than piece-work payments which an employee may receive in addition to his basic wage;

"warper" means an employee who is engaged in operating the warping machine and is responsible for the beam;

"warp tyer and twister" means an employee who is engaged in twisting the threads of a new warp on to those of an old warp;

"warper's assistant" means an employee who assists the warper by putting bobbins on the creels and mending broken threads;

"warp setter" means an employee who is responsible for the removal of a used beam from a loom and for attaching a new beam and for preparing the loom for production by a weaver;

"washbowl operator" means an employee who is engaged in operating a set of washbowls and in oiling and giving general attention to such machines, but who is not responsible for the chemicals;

"washbowl assistant" means an employee who is engaged in feeding wool into washbowls and in assisting the washbowl operator under his direction or under the direction of a foreman;

"waste sorter" means an employee who is engaged in picking up waste material and sorting it into long or short laps and according to colour;

"weaver" means an employee who is engaged in operating looms: Provided that he may be required, when qualified, to operate 2 non-automatic, 4 non-automatic fitted with warp stop motion, or 8 fully automatic looms;

"willeyer" means an employee who is in charge of a willeyer in the washing department;

"winder" means an employee engaged in operating a machine which winds yarn on a cheese, bobbin, cone or pirn or into skeins;

"wool runner" means an employee who is engaged in taking the dried or washed wool to the carding department and in feeding it into a hopper of the carding machine;

"wool trapper" means an employee who is engaged in opening bales of wool and who performs rough sorting;

"Worsted Textile Manufacturing Industry" means the Industry in which employers and employees are associated for any of the following purposes:—

(1) The manufacture, including all operations incidental to such manufacture, of worsted tops and/or noils;

(2) die vervaardiging, met inbegrip van alle werksaamhede wat bykomstig is tot sodanige vervaardiging, van kamgaring en/of kamstof;

(3) die vervaardiging, met inbegrip van alle werksaamhede wat bykomstig is tot sodanige vervaardiging, van kaart- en/of mengelgaring en/of kaardstof of mengelkleedstof en/of nuwe-produkte van afval of andersins, maar omvat nie—

(i) die vervaardiging of afwerking hetsy in die geheel of gedeeltelik van komberse en/of kombersstof en/of reisdekens en/of sjaals en/of bande, growwe seil, seil, seildoek of kafferlakengoed vir verkoop as sodanig nie;

(ii) die vervaardiging van enige garing, vir verkoop, of op kommissie, wat as 'n enkelgaring uit die volgende bestaan nie:—

(a) in die geval van katoengaring, 4,000 jaarts of minder op die Engelse pond (avoirdupois);

(b) in die geval van kaart- of mengelgaring, 2,500 jaarts of minder op die Engelse pond (avoirdupois);

(iii) die vervaardiging van enige garing vir verkoop, of op kommissie, wat as 'n enkelgaring uit die volgende bestaan nie:—

(a) in die geval van katoengaring, oor 4,000 jaarts op die Engelse pond (avoirdupois);

(b) in die geval van kaart- of mengelgaring, oor 2,500 jaarts op die Engelse pond (avoirdupois);

tensy daar skriftelik gestipuleer is, as 'n voorwaarde van verkoop of die produksie op kommissie dat sodanige garing nie gebruik mag word vir die vervaardiging van enigeen van die artikels in paragraaf (i) genoem nie;

(iv) die vervaardiging vir verkoop of op kommissie, van enige kleedstof wat in enigeen van die artikels genoem in paragraaf (i) opgemak kan word, tensy daar skriftelik as 'n voorwaarde van verkoop of die produksie op kommissie gestipuleer word dat sodanige kleedstof nie gebruik mag word vir die vervaardiging van enigeen van die artikels in paragraaf (i) genoem nie.

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

4. WERKURE EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—(a) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n bewaker, is hoogstens die volgende:—

(i) Ses-en-veertig uur per week; en

(ii) in die geval van 'n werknemer wat 'n sesdagweek werk, 8 uur op 'n dag, tensy die ure op een dag nie meer as 5 is nie, in welke geval die ure op die ander dae nie meer as 8½ uur op 'n dag mag wees nie; en

(iii) in die geval van 'n werknemer wat 'n vyfdagweek werk, 9½ uur op 'n dag.

(b) Die gewone werkure van 'n los werknemer is hoogstens die volgende:—

(i) In die geval van 'n bedryfsinrigting waarin 'n sesdagweek gewerk word 8½ uur op 'n dag; en

(ii) in die geval van 'n bedryfsinrigting waarin 'n vyfdagweek gewerk word, 9½ uur op 'n dag.

(c) Die gewone werkure van 'n bewaker is hoogstens 60 uur in 'n week en—

(i) wanneer 'n werknemer nagskof werk, 10 uur op enige sodanige skof;

(ii) wanneer 'n werknemer 'n ander skof werk, 12 uur op enige sodanige skof.

(2) *Beperking op werkure van vroulike werknemers.*—Tensy met skriftelike goedkeuring van die Raad, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

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

(b) na 1 nm. op meer as 5 dae in 'n week te werk nie.

(3) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir langer as 5 uur ononderbroke te werk sonder 'n etenspouse van minstens 1 uur waartydens daar nie van sodanige werknemer vereis of hy toegelaat mag word om werk te verrig nie en sodanige onderbreking word geag nie deel van die werknemer se gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van sodanige etenspouse te verminder na nie minder as ½ uur nie en die werkgewer die Raad van sodanige ooreenkoms in kennis stel;

(ii) onderworpe aan die bepalings van voorbehoudsbepaling (v) hiervan, werktidperke onderbreek deur pouses van minder as 1 uur, uitgesonderd gevalle waar voorbehoudsbepaling (i) van toepassing is, as aaneenlopend geag moet word;

(iii) indien sodanige pouse langer as een uur is, enige tydperk bo 1½ uur geag word tyd gewerk te wees;

(iv) 'n bestuurder van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig nie as om in beheer van die voertuig te wees of te bly, by die toepassing van dié subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(v) indien daar op enige dag van 'n werkgewer vereis word om, as gevolg van oortyd gewerk, 'n tweede etenspouse aan 'n werknemer te verleen, sodanige pouse deur 'n ooreenkoms met sy werknemer tot 15 minute verminder kan word, indien die totale tydperk deur die werknemer na die eerste etenspouse van die dag gewerk, nie langer as 7 uur is nie, in welke geval sodanige tweede pouse nie as deel van die werknemer se gewone werkure of oortyd geag word nie.

(2) the manufacture, including all operations incidental to such manufacture, of worsted yarns and/or worsted fabrics;

(3) the manufacture, including all operations incidental to such manufacture, of woollen and/or mixed yarn and/or woollen or mixed cloth and/or by-products from wastes or otherwise, but shall not include—

(i) the manufacture or finishing either wholly or in part of blankets and/or blanketing and/or travelling rugs and/or shawls and/or tapes, webbing, canvas, duck or kaffir sheeting for sale as such;

(ii) the manufacture of any yarn for sale, or on commission, which, as a single yarn, contains—

(a) in the case of cotton yarn, 4,000 yards or less to the English pound (avoirdupois);

(b) in the case of woollen or mixed yarn, 2,500 yards or less to the English pound (avoirdupois);

(iii) the manufacture of any yarn for sale, or on commission, which, as a single yarn, contains—

(a) in the case of cotton yarn, over 4,000 yards to the English pound (avoirdupois);

(b) in the case of woollen or mixed yarns, over 2,500 yards to the English pound (avoirdupois);

unless it is stipulated, in writing, as a condition of sale or the production on commission that such yarn shall not be used in the manufacture of any of the articles specified in paragraph (i);

(iv) the manufacture for sale, or on commission, of any fabric or cloth which is capable of being made into any of the articles specified in paragraph (i) unless it is stipulated, in writing, as a condition of sale or the production on commission that such fabric or cloth shall not be used for the manufacture of any of the articles specified in paragraph (i).

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly employed.

4. HOURS OF WORK AND REMUNERATION FOR OVERTIME.

(1) *Ordinary hours of work.*—(a) The ordinary hours of work of an employee, other than a casual employee or a guard, shall not exceed—

(i) 46 hours per week; and

(ii) in the case of an employee who works a six-day week, 8 hours in any day unless the hours on 1 day do not exceed 5, in which case the hours on the other days shall not exceed 8½ hours on any day; and

(iii) in the case of an employee who works a five-day week, 9½ hours in any day.

(b) The ordinary hours of work of a casual employee shall not exceed—

(i) in the case of an establishment which works a six-day week, 8½ hours in any day; and

(ii) in the case of an establishment which works a five-day week, 9½ hours in any day.

(c) The ordinary hours of work of a guard shall not exceed 60 hours per week and—

(i) when an employee works on a night shift, 10 hours on any such shift;

(ii) when an employee works on any other shift, 12 hours on any such shift.

(2) *Limitation on hours of work of female employees.*—Save with the written approval of the Council, an employer shall not require or permit a female employee to work—

(a) between the hours of 6 p.m. and 6 a.m.;

(b) after 1 p.m. on more than 5 days in any week.

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than 5 hours continuously without a meal interval of not less than 1 hour during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of an employee's ordinary hours of work or overtime: Provided—

(i) an employer may agree with his employee to reduce the period of such meal interval to not less than half-an-hour and the employer shall notify the Council of such agreement;

(ii) that, subject to the provisions of proviso (v) hereof, periods of work interrupted by intervals of less than 1 hour, except when proviso (i) applies, shall be deemed to be continuous;

(iii) that, if such interval be longer than 1 hour, any period in excess of 1½ hours shall be deemed to be time worked;

(iv) that a driver of a motor vehicle who during such interval does not work other than being or remaining in charge of the vehicle, shall be deemed for the purposes of this subclause not to have worked during such interval;

(v) that, when on any day by reason of overtime worked, an employer is required to give an employee a second meal interval, such interval may by agreement with his employee be reduced to 15 minutes if the total period worked by the employee after the first meal interval of the day does not exceed 7 hours, in which event such second interval shall be deemed not to be part of the employee's ordinary hours of work or overtime.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy bedryfsinrigting in diens is, uitgesonderd 'n motorvoertuigbestuurder, 'n deeltydse motorvoertuigbestuurder, 'n bode, 'n stoomketelbediener of 'n bewaker, 'n ruspouse van minstens 10 minute toestaan gedurende die eerste gedeelte van die werknemers se werkdag en gedurende die tweede gedeelte van die werknemers se werkdag op enige dag.

Die tyd wanneer sulke ruspouses geneem moet word, word aan die werkgewer oorgelaat en hy kan die pouse só reël dat daar geen onderbreking in die fabriekprosesse plaasvind terwyl sekere werknemers hul ruspouses neem nie. Gedurende sy ruspouse mag die werknemer nie verplig of toegelaat word om werk te verrig nie en die pouses word geag deel van die werknemer se gewone werkure uit te maak.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousules (3) en (4) van hierdie klousule, moet alle werkure aaneenlopend wees.

(6) *Oortyd.*—Vir die toepassing van hierdie klousule beteken "oortyd" alle tyd gewerk wat meer is as die getal gewone uren ten opsigte van 'n dag of week soos in subklousule (1) van hierdie klousule voorgeskryf, met dien verstande dat enige tyd wat die werknemer op 'n Sondag werk, nie geag word oortyd te wees nie.

(7) *Beperking van oortyd.*—'n Werkgewer mag van 'n werknemer vereis om oortyd te werk: Met dien verstande dat geen werkgewer—

(a) van 'n manlike werknemer mag vereis of hom toelaat om meer as 10 uur oortyd in 'n week te werk nie;

(b) van 'n vroulike werknemer mag vereis of haar toelaat om—

(i) langer as 2 uur oortyd op 'n dag te werk of op meer as 3 agtereenvolgende dae oortyd te werk nie;

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

(iii) na voltooiing van haar gewone werkure langer as 1 uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer vóór middag daarvan kennis gegee het; of

(ii) sodanige werknemer van 'n voldoende ete vóór die aanvang van sodanige oortyd voorsien het; of

(iii) sodanige werknemer 20 sent betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat sodanige oortyd moet begin.

(8) *Betaling vir oortyd.*—'n Werknemer wat in enige week oortyd werk, moet vir elke uur of gedeelte van 'n uur oortyd wat hy altesaam aldus in daardie week gewerk het, minstens 1½ maal sy uurloon aangepas tot die naaste halfsent, betaal word.

(9) *Vrystellings.*—Die bepaling van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n manlike werknemer wat werk verrig wat noodsaak is deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodtoestand nie, en die bepaling van subklousules (3) en (4) is nie op bewakers van toepassing nie.

5. JAARLIKSE VERLOF.

(1) *Jaarlikse verlof.*—(i) Elke werknemer wat op die laaste dag waarop hy sy verlof kan begin, ten minste 1 jaar ononderbroke diens by sy werkgewer voltooi het, word tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar, of op sodanige tyd waarvoor onderling deur die werkgewer en die werknemer ooreengekom is, ten minste 3 agtereenvolgende weke jaarlikse verlof soos volg toegestaan:—

(a) Twaalf gewone werkdade met volle besoldiging in die geval van 'n werknemer wat gewoonlik 5 dae per week werk, of 15 gewone werkdade met volle besoldiging in die geval van 'n werknemer wat gewoonlik 6 dae per week werk.

(b) Kersdag, Tweede Kersdag en Nuwejaarsdag as besoldigde openbare vakansiedae ingevolge klousule 6 (1) van hierdie Ooreenkoms.

(c) Wanneer Gelofte-dag binne die jaarlikse verloftydperk val, word dit ook as 'n betaalde openbare vakansiedag beskou en die jaarlikse verloftydperk word sodoende met 1 dag verleng:

Met dien verstande dat by die toepassing van subklousule (i) hierbo, as die werkgewer en die werknemer ooreenkom dat sodanige jaarlikse verlof op 'n ander tydstop geneem word, sodanige verlof binne 4 maande na voltooiing van 'n jaar diens toegestaan moet word, en met die verdere voorbehoud dat indien Goeie Vrydag, Paasmaandag of Hemelvaartsdag binne die tydperk sou val waarop aldus ooreengekom is, sodanige dag by die verlof aan die werknemer toegestaan, gevoeg moet word.

(ii) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet 'n werknemer wat op 15 Desember van enige jaar nog nie 12 maande ononderbroke diens by sy werkgewer voltooi het nie, en wie se diens nie beëindig is nie, die volgende betaal word:—

(a) Vir elke voltooiende maand diens in daardie jaar 'n bedrag gelykstaande aan sy dagloon in die geval van 'n werknemer wat gewoonlik 5 dae per week werk, of vyf vier-en-twintigstes van sy weekloon in die geval van 'n werknemer wat gewoonlik 6 dae per week werk; plus

(b) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waartydens die bedryfsinrigting vir die jaarlikse vakansietydperk gesluit is—Gelofte-dag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelykstaande aan sy dagloon.

(iii) By die beëindiging van diens ontvang 'n werknemer betaling in plaas van verlof, wat soos volg bereken word:—

Ten opsigte van elke voltooiende maand diens bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, wat ook al die kortste tydperk is, sy dagloon in die

(4) *Rest intervals.*—An employer shall grant to each of his employees in or about his establishment, other than a motor vehicle driver, a part-time motor vehicle driver, a messenger, a boiler attendant or a guard, a rest interval of not less than 10 minutes during the first portion of the employees' work period and during the second portion of the employees' work period in any day.

The times at which such rest intervals are to be taken shall be left to the employer who may arrange for such intervals to be staggered so as to permit of continuous operation of the factory processes whilst certain employees are taking their rest intervals. During his rest interval the employee shall not be required or permitted to perform any work and the intervals shall be deemed to be part of the employee's ordinary hours of work.

(5) *Hours of work to be consecutive.*—Save as provided in subclauses (3) and (4) of this clause, all hours of work shall be consecutive.

(6) *Overtime.*—For the purposes of this clause "overtime" means all time worked in excess of the number of ordinary hours prescribed in respect of a day or week in subclause (1) of this clause provided that any time which an employee works on a Sunday shall not be deemed to be overtime.

(7) *Limitation of overtime.*—An employer may require an employee to work overtime: Provided that no employer shall require or permit—

(a) a male employee to work overtime for more than 10 hours in any week;

(b) a female employee—

(i) to work overtime for more than 2 hours on any day or for more than 3 consecutive days;

(ii) to work overtime on more than 60 days in the year;

(iii) to work overtime after completion of her ordinary hours of work for more than 1 hour on any day unless he has—

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

(ii) provided such employee with an adequate meal before the commencement of such overtime; or

(iii) paid to such employee 20 cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(8) *Payment of overtime.*—An employee who in any week works overtime shall for each hour or part of an hour of overtime so worked in the aggregate for that week be paid not less than one and one third times his hourly wage adjusted to the nearest half cent.

(9) *Savings.*—The provisions of subclauses (3), (4), (5) and (7) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency, and the provisions of subclauses (3) and (4) shall not apply to guards.

5. ANNUAL LEAVE.

(1) *Annual leave.*—(i) Every employee who on the latest day on which he can commence leave shall have completed at least 1 year's continuous service with his employer, shall, between the 15th December of each year and the 14th January of the following year, or at such time mutually agreed upon by the employer and the employee, be granted at least 3 consecutive weeks' annual leave as follows:—

(a) Twelve ordinary working days on full pay in the case of an employee who normally works on 5 days per week or 15 ordinary working days on full pay in the case of an employee who normally works on 6 days per week.

(b) Christmas Day, Boxing Day and New Year's Day as paid public holidays, in terms of clause 6 (1) of this Agreement.

(c) When the Day of the Covenant falls within the period of annual leave, it shall also be observed as a paid public holiday thus extending the annual leave period by 1 day.

Provided that for the purposes of subclause (i) above, if the employer and the employee agree to such annual leave being taken at another period, such leave shall be granted within 4 months of completion of a year's employment and provided further that should Good Friday, Easter Monday or Ascension Day fall within the period so agreed upon, such day shall be added to the leave granted the employee.

(ii) Notwithstanding anything to the contrary in this Agreement contained, any employee who on the 15th December of any year has not completed 12 months continuous service with his employer, and whose employment has not been terminated shall be paid:—

(a) For each completed month of service in that year an amount equal to his daily wage in the case of an employee who normally works on 5 days per week, or five twenty-fourths of his weekly wage in the case of an employee who normally works on 6 days per week; plus

(b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holidays period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to his daily wage.

(iii) Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:—

In respect of each completed month of service calculated from 15 December of the previous year or from the date of engagement, whichever is the shorter period, his daily wage in the case

geval van 'n werknemer wat gewoonlik 5 dae per week werk, of vyf vier-en-twintigstes van sy weekloon in die geval van 'n werknemer wat gewoonlik 6 dae per week werk: Met dien verstande dat 'n werknemer—

- (a) wat sy diens verlaat sonder om kennis te gee en die opseggingstermyn uit te dien wat in klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het; of
- (b) wat sy diens sonder regsgeldige rede verlaat; of
- (c) wat deur sy werkgever sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is;

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(2) *Betaling vir verlof.*—Die werkgever moet aan sy werknemer aan wie verlof ingevolge subklousule (1) toegestaan is, sy besoldiging ten opsigte van sodanige verlof nie later nie as die laaste werkdag voor die aanvang van sodanige verlof betaal, en enige bedrag wat ingevolge bedoelde subklousule aan 'n werknemer betaalbaar is, word bereken volgens die skaal van die loon wat hy ontvang het net voor die datum waarop sy verlof begin het of sy diens beëindig is, na gelang van die geval: Met dien verstande dat waar 'n groeps- of individuele aansporingskema ingevolge klousule 7 (6) in werking is, daar aan 'n werknemer ten opsigte van die tydperk jaarlikse verlof aan hom verskuldig en benewens die bedrag ingevolge subklousule (1) aan hom betaalbaar, 'n bonus betaal moet word, bereken volgens die skaal van die gemiddelde loonaansporingsbonus deur hom verdien gedurende die 13 weke—

(a) wat eindig na afloop van die derde betaalweek in die vorige November, indien die werknemer tussen 15 Desember en 14 Januarie verlof toegestaan word; of

(b) wat eindig na afloop van die derde betaalweek voor die datum waarop verlof 'n aanvang neem, indien die werknemer ingevolge die voorbehoudsbepaling van subklousule (1) sy verlof gedurende 'n ander tydperk toegestaan word.

(3) By die toepassing van hierdie klousule word diens geag te begin vanaf—

(a) die datum waarop die werknemer in die werkgever se diens getree het; of

(b) die datum waarop 'n werknemer ooreenkomstig die bepaling van enige wet, verlof met volle besoldiging toegestaan is, op sodanige verlof geregtig geword het ingevolge sodanige wet;

wat ookal die jongste datum is.

(4) Waar 'n werknemer van sy werk af weggeby het in die omstandighede in klousule (9) (c) vermeld, word sodanige afwesigheid nie as diens geag nie, weens die feit dat die werkgever nie sy reg om 'n aftrekking ingevolge genoemde klousule te maak, uitgeoefen het nie.

(5) Enige tydperk waartydens 'n werknemer—

(a) met verlof is ingevolge subklousule (1); of

(b) afwesig is as gevolg van militêre opleiding wat hy ingevolge die Verdedigingswet, 1957, ondergaan vir 'n tydperk van nie meer as 4 maande gedurende daardie jaar nie; of

(c) afwesig is van werk weens siekte, vir enige tydperk ten opsigte waarvan hy ingevolge klousule 10 op betaling geregtig is, of om rede die feit dat geen vrou in 'n bedryfsinrigting mag werk en geen werkgever van 'n vrou mag vereis of haar toelaat om in 'n bedryfsinrigting te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling 'n aanvang neem en 8 weke na die geboorte ten einde loop nie; indien die kind dood gebore word of binne die 8 weke na geboorte sterf, hou die bepaling van hierdie paragraaf op om van toepassing te wees met ingang van die datum wat deur die Inspekteur van Fabriek vasgestel word; of

(d) afwesig is van werk op bevel of versoek van die werkgever;

word as diens geag by die toepassing van subklousules (1) en (2): Met dien verstande dat—

(i) die bepaling van paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte op meer as 3 agtereenvolgende dae, indien die werknemer, as hy nie 'n werknemer is wat in subparagraaf (ii) genoem word nie, na 'n versoek van die werkgever om sodanige sertifikaat, in gebreke bly om 'n sertifikaat deur 'n geregistreerde mediese praktisyn aan die werkgever voor te lê dat hy deur siekte verhoed was om sy werk te doen, of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens, wat meer is as 30 dae;

(ii) daar nie van 'n werknemer wie se werkgever ingevolge 'n wet van die Parlement verplig is om voorsiening te maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, vereis kan word om 'n sertifikaat deur 'n geregistreerde mediese praktisyn ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem, voor te lê nie.

6. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof en moet dit toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Tweede Kersdag en Kersdag, en moet ten opsigte van elke sodanige dag nie minder betaal word as die loon waarop hy geregtig sou gewees het indien hy op daardie dag gewerk het nie: Met dien verstande dat daar van 'n werknemer vereis kan word om op sodanige dag te werk, tensy sodanige dag binne sy jaarlikse verloftydperk val.

of an employee who normally works on 5 days per week or five twenty-fourths of his weekly wage in the case of an employee who works on six days per week: Provided that an employee—

(a) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or

(b) who leaves his employment without cause recognised by law as sufficient; or

(c) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(2) *Payment for leave.*—The employer shall pay to his employee to whom leave is granted in terms of subclause (1), his pay in respect of such leave not later than the last working day before the commencement of such leave, and any amount payable to an employee in terms of that subclause shall be calculated at the rate of the wage he was receiving immediately prior to the date on which his leave commenced or his employment terminated as the case may be:—

Provided that when a group incentive or an individual incentive scheme operates in terms of clause 7 (6) an employee shall, in respect of the period of annual leave due to him and in addition to the amount payable to him in terms of subclause (1), be paid a bonus calculated at the rate of the average wage incentive bonus earned by him during the 13 weeks—

(a) ending on the termination of the third pay week in the preceding November when the employee is granted leave between the 15 December and the 14 January; or

(b) ending on the termination of the third pay week preceding the date on which leave commences when the employee, in terms of the proviso to subclause (1), is granted his leave during some other period.

(3) For the purpose of this clause, employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's services; or

(b) the date on which an employee who has, in accordance with the provisions of any law been granted leave of absence on full pay, became entitled to such leave in terms of such law;

whichever may be the later.

(4) Where an employee has absented himself from work in the circumstances referred to in clause 9 (c) such absence shall not, by reason of the fact that the employer has not exercised his right to make a deduction in terms of the said clause, be deemed to be employment.

(5) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) is absent on military training for a period not exceeding 4 months undergone in that year in terms of the Defence Act, 1957;

(c) is absent from work owing to illness, for any period in respect of which he is entitled to payment in terms of clause 10, or by reason of the fact that no female shall work in any establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending 8 weeks after birth; if the child is stillborn or dies before the expiration of the 8 weeks after birth, the provisions of this paragraph shall cease to apply as from the date fixed by the Inspector of Factories; or

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

shall be deemed to be employment for the purpose of subclauses (1) and (2): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness on more than 3 consecutive days, if the employee, not being an employee referred to in subparagraph (ii), fails, after a request for such certificate by the employer, to submit to the employer a certificate by a registered medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment, which is in excess of 30 days;

(ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a registered medical practitioner in respect of any period of absence referred to in subparagraph (i).

6. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public holidays.*—An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Boxing Day and Christmas Day and shall be paid in respect of each such day not less than the wage to which he would have been entitled had he worked on that day: Provided that an employee may be required to work on any such day, unless any such day falls within his period of annual leave.

(2) *Betaling vir werk op openbare vakansiedae.*—Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag of Tweede Kersdag werk, moet sy werkgever hom—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, wat besoldig word volgens tyd gewerk, benewens die bedrag in subklousule (1) genoem, sy uurloon betaal ten opsigte van elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het;

(b) in die geval van 'n los werknemer, benewens die bedrag in subklousule (1) genoem, sy dagloon gedeel deur 8 betaal ten opsigte van elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het; en

(c) in die geval van 'n werknemer besoldig volgens die hoeveelheid of omvang van die werk wat gedoen is, benewens die bedrag in subklousule (1) genoem, die weeklikse stukwerksskale waaroor die werkgever en die werknemer ooreengekom het ingevolge subklousule (6) van klousule 7, gedeel deur sy gewone werksure per week, betaal ten opsigte van elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het.

(d) Enige bedrag wat ingevolge paragrawe (a), (b) en (c) van hierdie subklousule aan 'n werknemer betaal word, word bereken volgens die skaal van besoldiging wat die werknemer net voor sodanige openbare vakansiedag ontvang het.

(3) *Betaling vir werk op Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) aan die werknemer—

(i) indien hy vir 'n tydperk van hoogstens 4 uur aldus werk, minstens sy dagloon betaal; of

(ii) indien hy vir 'n tydperk langer as 4 uur aldus werk, minstens dubbel sy uurloon betaal vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(b) hom minstens 1½ maal sy uurloon betaal vir elke uur of gedeelte van 'n uur wat hy op sodanige Sondag gewerk het, en hom binne 14 dae na sodanige Sondag 1 dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as 4 uur op sodanige Sondag te werk, hy geag word 4 uur te gewerk het. Hierdie subklousule is nie op 'n bewaker of 'n los werknemer van toepassing nie.

7. LONE EN ANDER VERDIENSTES EN BETALING VAN BESOLDIGING.

1. (a) Behoudens die bepalinge van paragrawe (b) en (c) van hierdie subklousule, mag geen werkgever in die Nywerheid lone betaal en geen werknemer lone aanvaar teen 'n skaal laer as die wat in hierdie paragraaf voorgeskryf word nie, naamlik:—

	Loon per week.	
	In die landdros-distrik Worcester. R	In alle ander gebiede. R
Graad G-werknemer		
(i) <i>Onder die leeftyd van 18 jaar</i>		
Gedurende eerste jaar van hierdie Ooreenkoms	5.98	6.90
Gedurende tweede jaar van hierdie Ooreenkoms	6.21	7.13
Daarna.....	6.44	7.36
(ii) <i>18 jaar en ouer.....</i>	7.36	8.51
Graad E-werknemer, ongekwalifiseer.....	6.90	7.36
Graad E-werknemer, gekwalifiseer.....	7.13	8.28
Graad C-werknemer, ongekwalifiseer		
Gedurende eerste 6 maande ondervinding	6.90	8.05
Gedurende daaropvolgende 3 maande ondervinding	7.13	8.28
Graad C-werknemer, gekwalifiseer.....	7.36	8.51
Graad A-werknemer, ongekwalifiseer		
Gedurende eerste 3 maande ondervinding	6.90	8.05
Gedurende tweede 3 maande ondervinding	7.13	8.28
Gedurende derde 3 maande ondervinding	7.36	8.51
Gedurende vierde 3 maande ondervinding	7.82	8.97
Gedurende vyfde 3 maande ondervinding	8.28	9.43
Graad A-werknemer, gekwalifiseer.....	9.20	10.35
Fabrieksklerk, ongekwalifiseer		
Gedurende eerste 6 maande ondervinding	7.36	8.51
Gedurende tweede 6 maande ondervinding	7.82	8.96
Gedurende derde 6 maande ondervinding	8.51	9.66

(2) *Payment for work on public holidays.*—Whenever an employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or Boxing Day, his employer shall pay to him—

(a) in the case of an employee, other than a casual employee, remunerated according to time worked, in addition to the amount referred to in subclause (1), his hourly wage in respect of each hour or part of an hour worked on such day;

(b) in the case of a casual employee, in addition to the amount referred to in subclause (1), his daily wage divided by 8 in respect of each hour or part of an hour worked in such day; and

(c) in the case of an employee remunerated according to the quantity or output of work done, in addition to the amount referred to in subclause (1), the weekly piecework rates agreed upon by the employer and the employee in terms of subclause (6) of clause 7 divided by his ordinary hours of work per week, in respect of each hour or part of an hour worked on such day.

(d) Any amount paid to an employee in terms of paragraphs (a), (b) and (c) of this subclause shall be calculated at the rate or remuneration which the employee was receiving immediately before such public holiday became due.

(3) *Payment for work on a Sunday.*—Whenever an employee works on a Sunday his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding 4 hours, not less than his daily wage; or

(ii) if he so works for a period exceeding 4 hours, not less than double his hourly wage for each hour or part of an hour in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him not less than one and one-third times his hourly wage for each hour or part of an hour worked by him on such Sunday, and grant him within 14 days of such Sunday, one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than 4 hours on such Sunday, he shall be deemed to have worked for 4 hours.

This subclause shall not apply to a guard or a casual employee.

7. WAGES AND OTHER EARNINGS AND PAYMENT OF REMUNERATION.

(1) (a) Subject to the provisions of paragraphs (b) and (c) of this subclause, no employer in the industry shall pay and no employee shall accept wages at rates lower than those prescribed in this paragraph, as follows:—

	Wages per week.	
	In the Magisterial District of Worcester. R	In all other Areas. R
Grade G employee		
(i) <i>Under the age of 18</i>		
During first year of this Agreement	5.98	6.90
During second year of this Agreement	6.21	7.13
Thereafter.....	6.44	7.36
(ii) <i>18 years and over.....</i>	7.36	8.51
Grade E employee, unqualified.....	6.90	7.36
Grade E employee qualified.....	7.13	8.28
Grade C employee, unqualified		
During first six months of experience..	6.90	8.05
During next three months of experience	7.13	8.28
Grade C employee, qualified.....	7.36	8.51
Grade A employee unqualified		
During first three months of experience	6.90	8.05
During second three months of experience	7.13	8.28
During third three months of experience	7.36	8.51
During fourth three months of experience	7.82	8.97
During fifth three months of experience	8.28	9.43
Grade A employee, qualified.....	9.20	10.35
Factory Clerk, unqualified		
During first six months of experience..	7.36	8.51
During second six months of experience	7.82	8.96
During third six months of experience	8.51	9.66

	Loon per week.	
	In die landdros-district Worcester.	In alle ander gebiede.
	R	R
<i>Fabrieksklerk, gekwalifiseer</i>	9.20	10.35
<i>Senior Fabrieksklerk</i>		
Gedurende eerste 6 maande na aanstelling	9.66	10.81
Gedurende tweede 6 maande na aanstelling	10.58	11.73
Gedurende derde 6 maande na aanstelling	11.50	12.65
Daarna.....	12.42	13.57
Bewaker, op dagskof.....	8.10	9.50
Bewaker, op nagskof.....	8.70	10.00
Motorvoertuigbestuurder.....	13.80	16.00
Deeltydse motorvoertuigbestuurder.....	9.50	11.50

Spanleiers se lone is soos volg:—

Die minimum weekloon vir 'n spanleier is 46 maal die uurloon ingevolge subklousule (5) hiervan bereken, wat voorgeskryf is vir die hoogste graad gekwalifiseerde werknemer waarvoor hy toesighou, plus 10 persent, en bereken tot op die naaste halfsent.

(b) Addisionele loon—

(i) wanneer 'n graad E-, graad C- of graad A-werknemer nie deelneem aan 'n loonaansporingskema wat ingevolge subklousule (6) van hierdie klousule toegepas word nie, word die weekloon wat in paragraaf (a) van hierdie klousule vir sodanige werknemer voorgeskryf is, met 46 sent per week verhoog;

(ii) wanneer 'n graad E-, graad C- of graad A-werknemer wel deelneem aan 'n loonaansporingskema wat ingevolge subklousule (6) van hierdie klousule toegepas word, word hy, ten opsigte van 'n week se werk, minstens die loon betaal wat vir 'n werknemer van sy klas in paragraaf (a) hierbo voorgeskryf is plus 'n aansporingsloon van minstens 46 sent.

(c) Die loon wat vir 'n graad G-werknemer onder die leeftyd van 18 jaar gedurende die tweede jaar van die Ooreenkoms en daarna voorgeskryf is, is betaalbaar met ingang van die begin van die eerste betaalweek wat volg op die beëindiging van 1 en 2 jaar respektiewelik vanaf die datum waarop hierdie Ooreenkoms in werking tree.

(2) *Los werknemers*.—In die geval van 'n los werknemer is hy geregtig op en moet hy minstens een vyfde van die weekloon betaal word wat voorgeskryf is vir 'n werknemer wat dieselfde klas werk verrig as die los werknemer ten opsigte van elke dag of gedeelte van 'n dag diens; met dien verstande dat in die geval van werksoorte ten opsigte waarvan 'n stygende loonskaal voorgeskryf is, 'n los werknemer minstens een vyfde van die weekloon waarop hy as 'n weeklikse werknemer in die betrokke werk en gebied geregtig sou gewees het, betaal moet word.

(3) *Lone nie verminder te word nie*.—'n Werknemer wat op die datum van publikasie van hierdie Ooreenkoms in diens is teen 'n hoër loon as die betrokke loon wat in hierdie klousule vir 'n werknemer van sy klas voorgeskryf is, moet steeds sodanige loon ontvang terwyl hy in die diens van dieselfde werkgever is.

(4) *Differensiële loon*.—'n Werkgever wat van 'n lid van een klas van sy werknemers, vereis of hom toelaat om langer as altesaam 1 uur op 'n dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor daar of—

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

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

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal—

(i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër skaal; en

(ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande—

(i) dat die bepalinge van hierdie subklousule nie van toepassing is waar die verskil tussen klasse ingevolge subklousule (1) op onvinding gegrond is nie;

(ii) dat, tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer, niks in hierdie Ooreenkoms so uitgelê mag word dat dit 'n werkgever belet om sonder loonsvermindering van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word nie.

(5) *Berekening van lone*.—(a) Die dagloon van 'n werknemer uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;

(ii) ses, in die geval van enige ander werknemer.

(b) Die maandloon van 'n werknemer is $4\frac{1}{2}$ maal sy weekloon.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur 46.

	Wages per week.	
	In the Magisterial District of Worcester.	In all other Areas.
	R	R
<i>Factory Clerk, qualified</i>	9.20	10.35
<i>Senior Factory Clerk</i>		
During first six months after appointment	9.66	10.81
During second six months after appointment	10.58	11.73
During third six months after appointment	11.50	12.65
Thereafter.....	12.42	13.57
Guard on day shift.....	8.10	9.50
Guard on night shift.....	8.70	10.00
Motor Vehicle Driver.....	13.80	16.00
Part-time Motor Vehicle Driver.....	9.50	11.50

The wages of chargehands shall be as follows:—

The minimum weekly wage for a chargehand shall be 46 times the hourly rate calculated in terms of subclause (5) hereof, prescribed for the highest grade qualified employee he supervises, plus 10 per cent, and calculated to the nearest half cent.

(b) Additional wage—

(i) whenever a grade E, grade C or grade A employee does not participate in a wage incentive scheme applied in terms of subclause (6) of this clause, the weekly wages prescribed in paragraph (a) of this clause for such employee shall be increased by 46 cents per week;

(ii) whenever a grade E, grade C or grade A employee does participate in a wage incentive scheme applied in terms of subclause (6) of this clause he shall, in respect of a week's work be paid not less than the wage prescribed for an employee of his class in paragraph (a) above plus incentive earnings of not less than 46 cents.

(c) The wages prescribed for a grade G employee under the age of 18 during the second year of the agreement and thereafter shall be payable as from the beginning of the first pay week following the termination of 1 and 2 years respectively from the date this Agreement comes into operation.

(2) *Casual employees*.—In the case of a casual employee he shall be entitled to and shall be paid not less than one-fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee in respect of each day or part of a day of employment; provided that in the case of occupations in respect whereof a rising scale of wages is prescribed a casual employee shall be paid not less than one-fifth of the weekly wage to which he would have been entitled as a weekly employee in the occupation and area concerned.

(3) *Wages not to be reduced*.—An employee, who at the rate of publication of this Agreement is employed at a wage in excess of the relative wage prescribed in this clause for an employee of his class shall continue to receive such wages whilst in the service of the same employer.

(4) *Differential wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than 1 hour in the aggregate on any day, either in addition to his own work or in substitution thereof 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 subclause (1) shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

(i) that the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on experience;

(ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee without reduction of wage to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(5) *Calculation of wages*.—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who works a five-day week;

(ii) six, in the case of any other employee.

(b) The monthly wage of an employee shall be $4\frac{1}{2}$ times his weekly wage.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by 46.

(6) *Stukwerk en loonaansporings.*—(a) 'n Werknemer kan in diens geneem word teen stukwerkskale waaroor die werkgewer en werknemer ooreenkom, maar sodanige besoldiging mag ten opsigte van enige week nie minder as die weeklikse tydskaal wees nie, met dien verstande dat waar 'n werknemer as gevolg van siekte, gestaaf deur 'n mediese sertifikaat, onklaarraking van masjinerie, die viering van 'n openbare vakansiedag of die werking van jaarlikse verlof, nie 'n werkweek voltooi nie; stukwerkskale op 'n daaglikse basis bereken word.

(b) 'n Tabel van die stukwerkskale wat van tyd tot tyd in die fabriek van toepassing is, moet op 'n opvallende plek in die bedryfsinrigting opgeplak word en mag nie verander word behalwe na 1 week kennisgewing nie.

(c) Waar 'n loonaansporingskema in werking is en die getal werkdae in 'n week word in 'n bedryfsinrigting verminder as gevolg van masjinerie wat onklaar raak, die viering van 'n openbare vakansiedag of die werking van jaarlikse verlof, word 'n *pro rata* vermindering gemaak in die minimum produksiepeil vereis kragtens die loonaansporingskema in werking in die betrokke bedryfsinrigting, en kwalifiseer die betrokke werknemers ten opsigte van sodanige week vir aansporingsbonusse op die proporsioneel verminderde minimum produksiesyfers.

(d) Die werkgewer moet binne 30 dae na die instelling van 'n loonaansporingskema die vakvereniging in kennis stel van die werksaamhede en/of grade werknemers wat daarby betrokke is en die skale waaroor daar besluit is, en moet daarna die vakvereniging van alle byvoegings of veranderings in dié verband in kennis stel. Voorts moet die vakvereniging 'n geleentheid gegee word om die skale en veranderings of byvoegings met die betrokke werkgewer te bespreek. Daarbenewens moet 'n tabel van sodanige skale wat van tyd tot tyd in die fabriek van toepassing is, op 'n opvallende plek in die bedryfsinrigting opgeplak wees en nie verander word behalwe na 1 week kennisgewing nie.

(7) *Nagskofbesoldiging.*—Benewens die besoldiging wat in subklousule (1) voorgeskryf is, moet aan 'n werknemer, uitgesonderd 'n bewaker of 'n motorvoertuigbestuurder, ten opsigte van elke nagskof in enige week gewerk, 'n addisionele bedrag betaal word soos hieronder uiteengesit:—

Werknemer se weekloon	Addisionele bedrag per nagskof gewerk.
Hoofstens R5.98.....	8c
Van R5.99 tot R6.44.....	9c
Van R6.45 tot R7.13.....	10c
Van R7.14 tot R7.82.....	11c
Van R7.83 tot R8.51.....	13c
R8.52 en hoër.....	15c

(8) *Kontrakbasis.*—By die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens die bepalings van subklousule (4) en klousules 8 en 9, word 'n werknemer ten opsigte van 'n week minstens sy weekloon betaal, of hy gedurende daardie week die maksimum getal gewone ure voorgeskryf in klousule 4, of minder, gewerk het.

8. METODE EN TYD VAN BETALING VAN LONE.

(1) Alle lone en skale word weekliks of by beëindiging van diens, indien dit voor die eintlike betaaldag van die werknemer plaasvind, verskuldig en word dan in kontant betaal; met dien verstande dat alle betalings in 'n koevert of ander houer bevat moet wees waarop die werkgewer en die werknemer se name, die werknemer se beroep, die getal gewone ure en oortydure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betaling gemaak word, aangetoon word. Hierdie inligting kan ook op 'n strokie wat aan die betaalkoevert geheg is, verstrekk word.

(2) Behalwe in die geval van diensbeëindiging word 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week die besoldiging wat aan hom verskuldig is—uitgesonderd verdienste kragtens 'n loonaansporingskema in werking ingevolge klousule 7 (6)—nie later as 5 werkdae na die beëindiging van sy gewone werkweek betaal nie, met dien verstande dat addisionele verdienste wat kragtens sodanige loonaansporingskema aan 'n werknemer verskuldig is, nie later as die gewone betaaldag wat volg op die beëindiging van die tydperk van sodanige verdienste verdien is, aan hom betaal word nie. Los werknemers word onmiddellik by die beëindiging van hul diens betaal; met dien verstande dat alle betalings in 'n koevert of ander houer bevat moet wees waarop die werkgewer en die werknemer se name, die werknemer se beroep, die getal gewone ure en oortydure gewerk, besoldiging verskuldig, die datum van indiensneming en die datum van ontslag, aangetoon word.

(3) 'n Werknemer word, wanneer ook al moontlik, sy besoldiging gedurende werkure betaal, en indien 'n tydperk van meer as 15 minute verloop tussen die beëindiging van sy gewone werkure en oortydwerk, en die tyd wanneer betaling aan hom gemaak word, word sodanige tydperk, in die geval van 'n werknemer wat op betaaldag teenwoordig is, geag oortydwerk deur die werknemer te wees.

(4) Daar mag van geen werknemer as deel van sy dienskontrak vereis word om by sy werkgewer of by 'n plek deur hom aangewys, te eet of te woon nie, of om enige goedere by hom of by 'n winkel wat deur hom aangewys is, te koop nie.

(5) Geen betaling mag gemaak word aan of aanvaar word deur 'n werkgewer, hetsy regstreeks of onregstreeks, ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

(6) *Piece-work and wage incentive.*—(a) An employee may be employed at piece-work rates agreed between the employer and employee, but such remuneration shall in respect of any week not be less than the weekly time rate, provided that where an employee, by reason of sickness, supported by a medical certificate, breakdown of machinery, the observance of a public holiday or the operation of annual leave, does not complete a working week; piece-work rates shall be calculated on a daily basis.

(b) A schedule of piece-work rates from time to time applicable in the factory shall be kept posted up in a conspicuous place in the establishment and shall not be altered except after one week's notice.

(c) Where a wage incentive scheme is in operation and the number of working days in any week is reduced in any establishment on account of a breakdown in machinery, the observance of a public holiday or the operation of annual leave, a *pro rata* reduction shall be made in the minimum level of production required under the wage incentive scheme in operation in the establishment concerned and the employees affected shall for such week qualify for incentive bonuses on the proportionately reduced minimum production figures.

(d) The employer shall within 30 days of the introduction of a wage incentive scheme notify the trade union of the operations and/or grades of employees involved and of the rates decided upon and shall thereafter notify the trade union of all additions or alterations in this respect. The trade union shall, furthermore, be given an opportunity of discussing the rates and any alterations or additions thereto with the employer concerned. In addition a schedule of such rates from time to time applicable in the factory shall be kept posted up in a conspicuous place in the establishment and shall not be altered except after one week's notice.

(7) *Night shift remuneration.*—In addition to the remuneration prescribed in subclause (1) an employee, other than a guard or motor vehicle driver, shall in respect of each night shift worked in any week be paid an additional amount as set out hereunder:—

Employee's Weekly Wage.	Additional Amount per Night Shift Worked.
Not exceeding R5.98.....	8c
From R5.99 to R6.44.....	9c
From R6.45 to R7.13.....	10c
From R7.14 to R7.82.....	11c
From R7.83 to R8.51.....	13c
R8.52 and over.....	15c

(8) *Basis of contract.*—For the purposes of this clause the basis of contract of an employee other than a casual employee shall be weekly and, save as is provided in subclause (4) and in clauses 8 and 9, an employee shall be paid in respect of a week not less than his weekly wage whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 or less.

3. METHOD AND TIME OF PAYMENT OF WAGES.

(1) All wages and rates shall become due and be paid in cash weekly or on termination of employment if this takes place before the actual pay day of the employee: Provided that all payments shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made. This information may alternatively be furnished on a slip attached to the pay envelope.

(2) Except in the case of the termination of employment, an employee, other than a casual employee, shall in respect of each week be paid the remuneration—other than earnings under a wage incentive scheme operated in terms of clause 7 (6)—due to him not later than five working days after the termination of his usual working week, provided that additional earnings due to an employee under such a wage incentive scheme shall be paid to him not later than the normal pay day in the week following the termination of the period in which such additional earnings were earned. Casual employees shall be paid immediately on the termination of their employment; provided that all payments shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, remuneration due, the date of engagement and the date of discharge.

(3) An employee shall, whenever possible, be paid his remuneration during working hours and should any period in excess of 15 minutes elapse between the termination of his normal hours of work and overtime and the time when payment is made to him, such period, in the case of an employee who is present on pay day, shall be deemed to be overtime work by the employee.

(4) No employee shall be required as part of his contract of employment to board or lodge with his employer or at any place nominated by him, or to purchase any goods from him or from any shop nominated by him.

(5) No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(6) Wanneer die werkure van 'n werknemer verminder word weens korttyd, kan die werkgewer, ten opsigte van elke uur van sodanige korttyd, 'n bedrag gelykstaande aan sy uurloon van die werknemer se loon aftrek indien hy 'n tydwerker is, en, indien hy 'n stukwerker is, 'n bedrag gelykstaande aan die uurloon waarop hy geregtig sou gewees het indien hy as 'n tydwerker in diens was: Met dien verstande dat—

(i) geen aftrekking gemaak word in die geval van korttyd wat uit 'n handelslapse of tekort aan grondstowwe voortspruit nie, tensy die werkgewer sy werknemer die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) geen aftrekking gemaak word in die geval van korttyd te wyte aan weersomstandighede, 'n tekort aan spoorwegtrokke, onklaarraking van installasie of masjinerie of 'n onderbreking in die verskaffing van elektriese krag nie, ten opsigte van die eerste 2 uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie.

9. BOETES EN AFTREKKINGS.

'n Werknemer mag geen boetes opgelê word nie en geen aftrekkings van enige aard mag van 'n werknemer se besoldiging gemaak word nie, uitgesonderd die volgende:—

(a) Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, siekte-, versekerings-, voorsorgs-, pensioen- of ander fondse.

(b) Die werkgewer kan, as hy van 'n werknemer soos in die Wet omskryf 'n getekende aftrekorder ontvang wat deur die betrokke werkgewer goedgekeur word, elke week van die besoldiging van sodanige werknemer die bedrag van sy bydrae tot die vakvereniging aftrek en sodanige geld nie later nie as die 15de dag van elke maand aan die sekretaris van die tak van sodanige vereniging by die adres genoem in die aftrekorder stuur; waar 'n werkgewer nie instem tot sodanige aftrekkings deur middel van aftrekorders nie, moet hy aan die erkende vakverenigingsvertegenwoordiger of volgens goeddunke van die bestuur, twee of meer vakverenigingsvertegenwoordigers van sy bedryfsinrigting, redelike fasiliteite verskaf om op betaaldag bydraes in sy bedryfsinrigting in te samel.

(c) Behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op bevel of versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid.

(d) Wanneer 'n werknemer instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelsingwet, 1911, verplig is om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

	Per week.	Per maand.
	R	R
Etes.....	0.80	3.47
Huisvesting.....	0.40	1.73
Etes en huisvesting.....	1.20	5.20

(e) 'n Aftrekking van enige bedrag wat deur 'n werkgewer ten behoeve van sy werknemer betaal is, wat hy regtens of ingevolge 'n geregtelike proses verplig is om te betaal.

(f) Die aftrekking toegelaat kragtens klousule 8 (6) ten opsigte van korttyd.

(g) Die aftrekking toegelaat kragtens klousule 11 (4) ten opsigte van beskermende klere wat nie by diensbeëindiging of op redelike bevel teruggegee word nie.

(h) Bydraes tot die Raadfondse ingevolge klousule 17 van hierdie Ooreenkoms.

10. SIEKTEVERLOF EN SIEKEFONDS.

(A) Landdrosdistrik Worcester.

(i) *Stigting van Siektebystandsfonds.*—Hierby word die Siektebystandsfonds wat oorspronklik by Goewernmentskennisgewing No. 1570 van 24 Oktober 1958, gestig is, en bekend is as die "Hex River Textiles Siektebystandsfonds", hieronder "die Fonds" genoem, verder voortgesit. Die doel van die Fonds is, om voorsiening te maak vir die betaling van siektebetaling aan werknemers gedurende tydperke van afwesigheid weens siekte, en om mediese sorg vir hulle te voorsien.

Die Fonds bestaan uit—

(a) bydraes wat by die Fonds inbetaal is ooreenkomstig hierdie Ooreenkoms;

(b) rente verkry uit die belegging van gelde van die Fonds;

(c) enige ander bedrae waarop die Fonds geregtig mag word.

(ii) *Administrasie van die Fonds.*—Die Fonds word geadmistreer volgens en ingevolge die reëls van genoemde Fonds, soos goedgekeur deur die Raad, deur 'n bestuurskomitee, hieronder die "komitee" genoem, aangestel deur die Raad op 'n behoorlik saamgestelde vergadering van die Raad en bestaan uit 3 elk van die werkgewers- en werknemersvertegenwoordigers op die Raad, met die voorsitter en ondervoorsitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel word, word 'n plaasvervanger aangestel op die wyse waarvoor in reël 5 (iii) van die konstitusie van die Raad voorsiening gemaak word. 'n Besoldigde sekretaris, wat die sekretaris van die Fonds is, word ook deur die komitee aangestel.

(6) Whenever the hours of work of an employee are reduced on account of short-time, the employer may, in respect of each hour or such short-time, deduct from the employee's wage an amount equal to his hourly wage if a time-worker and, if a piece-worker, an amount equal to the hourly wage to which he would have been entitled if he had been employed as a time-worker: Provided that—

(i) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

(ii) no deduction shall be made in the case of short-time owing to the vagaries of the weather, a shortage of railway trucks, breakdown of plant or machinery or a breakdown in the supply of electric power, in respect of the first 2 hours not worked, unless the employer has given his employee notice on the previous day that no work will be available.

9. FINES AND DEDUCTIONS.

No fines shall be levied against an employee, and no deductions of any description shall be made from an employee's remuneration; other than the following:—

(a) With the written consent of the employee, deductions may be made for holiday, sick, insurance, provident, pensions or other funds.

(b) The employer may, on receipt from an employee as defined in the Act of a signed stop order which shall be approved by the employer concerned, deduct from the remuneration of such employee, each week the amount of his subscriptions due to the trade union and transmit such moneys to the secretary of the branch of such union at the address set out in such stop order, not later than the 15th day of each month; where an employer does not agree to such deductions by stop order he should grant reasonable facilities to the duly recognised shop steward or at the discretion of the management 2 or more shop stewards of his establishment to collect subscriptions at his establishment on pay-day.

(c) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence.

(d) When an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulations Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	R	R
Board.....	0.80	3.47
Lodging.....	0.40	1.73
Board and Lodging.....	1.20	5.20

(e) A deduction of any amount paid by an employer on behalf of his employee which he is legally or by legal process compelled to pay.

(f) The deduction permitted under clause 8 (6) in respect of short-time.

(g) The deduction permitted under clause 11 (4) in respect of protective clothing not surrendered on termination of service or on reasonable demand.

(h) Contributions to the Council Funds in terms of clause 17 of this Agreement.

10. SICK LEAVE AND SICK FUND.

(A) Magisterial District of Worcester.

(i) *Establishment of Sick Benefit Fund.*—The establishment is hereby further continued of the Sick Benefit Fund originally established under Government Notice No. 1570, dated the 24 October 1958, and known as the "Hex River Textiles Sick Benefit Fund", hereinafter referred to as "the Fund". The purpose of the Fund is to make provision for the payment of sick pay to employees during periods of absence due to sickness, and to provide medical attention for them.

The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other sums to which the Fund may become entitled.

(ii) *Administration of Fund.*—The Fund shall be administered according to and in terms of the rules of the said Fund as approved by the Council, by a management committee, hereinafter referred to as the "committee" appointed by the Council at a duly constituted meeting of the Council and consisting of three each of the employers' and employees' representatives on the Council, with the chairman and vice-chairman of the Council as *ex officio* members. For every representative appointed, an alternate shall be appointed in the manner provided for in rule 5 (iii) of the constitution of the Council. A paid secretary, who shall be the secretary of the Fund, shall also be appointed by the committee.

(iii) *Reëls van die Fonds*.—Een kopie van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die sekretaris van die Raad gehou word, en 1 kopie van genoemde reëls en alle wysigings daarvan moet deur die sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(iv) *Bydraes tot die Fonds en opgewas wat verstrekk moet word*.—(a) Vir die doel van die Fonds moet die werkgewer van die loon van elkeen van sy werknemers, uitgesonderd los werknemers, hierna "bydraers" genoem, vir wie lone in die Raad se Ooreenkoms voorgeskryf is, en wat gedurende enige week gewerk het, ongeag die tyd aldus gewerk, die volgende bedrae aftrek:—

	Weekloon.	Bydraes.
Groep 1.....	R6.90 tot R9.00....	6 sent per week.
Groep 2.....	R9.01 tot R13.00....	7 sent per week.
Groep 3.....	R13.01 tot R20.00....	9 sent per week.
Groep 4.....	bo R20.00.....	12 sent per week.

Met dien verstande dat die indeling van werknemers in loongroepe op die grondslag van indeling vir verlofbetaling ingevolge klousule 5 (2) van die Ooreenkoms gepubliseer by Goewernmentskennisgewing No. 1389 van 6 September 1963 sal geskied. Daarna word 'n werknemer in 'n ander groep geplaas slegs as 'n verhoging van sy basiese loon dit regverdig of as 'n werknemer wat volgens 'n loonaansporingskema werk, aansoek doen om heringedeel te word op die grondslag van sy gemiddelde verdienste vir die voorafgaande 13 weke.

(b) By die bedrag aldus afgetrek, moet die werkgewer in elke geval 'n gelyke bedrag voeg en maand vir maand, nie later as die 14de dag van elke maand nie, die totale bedrag aan die sekretaris van die Raad stuur by sodanige adres as wat die bestuurskomitee van die Raad van tyd tot tyd op mag besluit.

(c) Die totale bedrag wat maandeliks deur die werkgewer aangestuur word en wat sy bydraes en die aftrekkings wat hy van sy werknemers gemaak het, verteenwoordig, moet in die geval van die eerste betaling deur die werkgewer ingevolge subklousule (A) (iv) (b) vergesel word van 'n spesiale vorm deur die Fonds verskaf, wat aandui—

die volle naam en adres van elke bydraer ten opsigte van wie aftrekkings gemaak is;

en die werkgewer moet daarna elke maand die sekretaris van die Fonds in kennis stel van die volle name en adresse van alle bydraers wat gedurende daardie maand in diens geneem en/of ontslaan is.

(v) *Bydaer se identifikasiekaart*.—(a) By ontvangs van die eerste vier weeklikse betalings aan die Fonds ten opsigte van 'n bydraer, reik die sekretaris van die Fonds 'n fondsnummer aan sodanige bydraer uit, en gee aan sodanige bydraer 'n bydraers-identifikasiekaart wat aantoon:—

- (i) Naam van Fonds.
- (ii) Volle naam en Fondsnummer van sodanige bydraer.
- (iii) Datum van uitreiking.
- (iv) Die naam van die Fondsdokter deur wie die bydraer verkies om behandel te word.

(b) Die bydraer moet sodanige identifikasiekaart behou en dit, wanneer verlang, aan die Sekretaris van die Fonds, die Bestuurskomitee, of die fondsdokters toon.

(c) By diensbeëindiging moet die bydraer sy bydraersidentifikasiekaart aan die Sekretaris van die Fonds afgee.

(vi) *Finansies*.—Alle geld deur die Raad ontvang, word gestort in 'n bankrekening geopen onder die naam van die "Hex River Textiles Siektebystandsfonds".

Uittrekkings uit die Fonds geskied per tjek, onderteken deur die voorsitter en/of ondervoorsitter van die komitee en die sekretaris en/of penningmeester van die Fonds, behoorlik daartoe gemagtig deur die Bestuurskomitee—enige twee handtekenings is voldoende.

Die bestuurskomitee kan enige surplusgeld wat die Fonds mag hê in 'n spaarbank of bougenootskap of 'n ander finansiële instelling deur die Nywerheidsregistrator goedgekeur, deponer en die rente wat op sodanige deposito's oploop, word by die Fonds inbetaal.

Alle administratiewe koste word op die Fonds se rekening geplaas.

Die bestuurskomitee stel 'n ouditeur, wat 'n geregistreerde openbare rekenmeester moet wees, vir die Fonds aan en stel sy besoldiging vas, wat uit die Fonds betaal word.

Die rekenings van die Fonds word halfjaarliks vir onderskeidelik die tydperke wat eindig op 30 Junie en 31 Desember, geouditeer, en 'n balansstaat en opgawe wat die inkomste en uitgawe van die Fonds vir die onderskeie 6-maandelikse tydperke weergee, word opgestel.

'n Kopie van die rekeningstate, tesame met die ouditeur se verslag, moet aan die sekretaris van die Raad gestuur word en 'n verdere kopie word aan die Sekretaris van Arbeid gestuur.

Die sekretaris moet ontvangsbewyse uitreik vir alle gelde wat in die Fonds ontvang is.

Uitbetalings word gestaak sodra die bedrag in die krediet van die Fonds onderkant R500 daal.

(iii) *Rules of the Fund*.—One copy of the rules of the said Fund and any amendments thereof shall be kept by the secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the secretary of the Council with the Secretary for Labour.

(iv) *Contributions to the Fund and returns to be furnished*.—(a) For the purpose of the Fund, the employer shall deduct from the wages of each of his employees, other than casual employees, hereinafter referred to as "contributors" for whom wages are prescribed in the Council's Agreement, and who has worked during any week, irrespective of the time so worked, the following amounts:—

	Weekly Remuneration.	Contributions.
Group 1.....	R6.90 to R9.00....	6 cents per week.
Group 2.....	R9.01 to R13.00....	7 cents per week.
Group 3.....	R13.01 to R20.00....	9 cents per week.
Group 4.....	over R20.00.....	12 cents per week.

Provided that—

the classification of employees in wage groups shall be on the basis of classification for leave pay in terms of clause 5 (2) of the Agreement published under Government Notice No. 1389, dated 6 September, 1963. Thereafter an employee shall move to another group only if an increment in his basic pay warrants this or if an employee under a wage incentive scheme applies to be reclassified on the basis of his average earnings for the preceding 13 weeks.

(b) To the amount so deducted, the employer shall in each case add a like sum and forward month by month, not later than the 14th day of each month, the total sum to the secretary of the Fund at such address as the management committee of the Fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his contributions and the deductions made from his employees, shall in the case of the first payment by the employer in terms of subclause A (iv) (b), be accompanied by a special form provided by the Fund reflecting—

the full name and address of each contributor in respect of whom deductions have been made;

and the employer shall thereafter every month notify the secretary of the Fund of the full names and addresses of all contributors engaged and/or discharged during that month.

(v) *Contributors identification card*.—(a) Upon receipt of the first four weekly contributions to the Fund in respect of any contributor, the Secretary of the Fund shall allocate a Fund number to such contributor, and issue to such contributor a contributor's identification card showing:—

- (i) Name of Fund.
- (ii) Full name and Fund number of such contributor.
- (iii) Date of issue.
- (iv) The name of the Fund doctor by whom the contributor elects to be treated.

(b) The contributor shall retain such identification card and shall produce it, when required, to the Secretary of the Fund, the Management Committee, or to the Fund's doctors.

(c) Upon termination of employment the contributor shall surrender his contributors identification card to the Secretary of the Fund.

(vi) *Finance*.—All moneys received by the Fund shall be deposited to a banking account which shall be opened in the name of the "Hex River Textiles Sick Benefit Fund".

Withdrawals from the Fund shall be made by cheque signed by the chairman and/or vice-chairman of the committee, and the secretary and/or the treasurer of the Fund, duly authorised thereto by the management committee—any 2 signatures to suffice.

The management committee may deposit any surplus money the Fund may have into a savings bank or building society or any other financial institution approved by the Industrial Registrar, and the interest accruing on such deposits shall be paid into the Fund.

All administrative expenses shall be charged upon the Fund.

The management committee shall appoint an auditor for the Fund who shall be a registered public accountant, and determine his remuneration which shall be paid out of the Fund.

The accounts of the Fund shall be audited half-yearly for the periods ending 30 June and 31 December respectively, and a balance sheet and statement reflecting the income and expenditure of the Fund for the respective 6 monthly period shall be prepared.

A copy of the statement of accounts, together with the auditor's report shall be transmitted to the secretary of the Council and a further copy shall be transmitted to the Secretary for Labour.

The secretary shall issue receipt of all moneys received into the Fund.

Disbursements shall cease whenever the amount to the credit of the Fund falls below R500.

(vii) *Siektebetaling*.—Ten opsigte van afwesigheid van werk behoorlik gestaaft deur 'n mediese sertifikaat, is die bystand betaalbaar aan bydraers, mits hulle aansoek aan die bepalings van hierdie klousule voldoen, die volgende:—

- Ten opsigte van Groep I-werknemers R0.90 per dag.
- Ten opsigte van Groep II-werknemers R1.20 per dag.
- Ten opsigte van Groep III-werknemers R1.70 per dag.
- Ten opsigte van Groep IV-werknemers R2.50 per dag:

Vooris met dien verstande dat—

- (a) geen siektebetaling betaalbaar is ten opsigte van die eerste dag van alle tydperke van afwesigheid weens siekte nie;
- (b) die betrokke lid vir 'n tydperk van minstens 13 weke tot die Fonds bygedra het;
- (c) die reg op siektebetaling nie oplopend is nie;
- (d) siektebetaling nie betaalbaar is vir 'n tydperk van meer as 4 weke in 'n jaar of, in die geval van die beginjaar van lidmaatskap van die Fonds, 'n *pro rata*-tydperk nie, tensy die Komitee, wanneer die lid daarom aansoek doen, instem om sodanige tydperke te verleng.

(viii) *Mediese sorg en farmaseutiese bystand*.—(a) Mediese sorg:—

(i) Voordat 'n lid vir 4 weke tot die Fonds bygedra het, is hy nie geregtig op die bystand soos in hierdie subklousule bedoel nie.

(ii) Die Komitee kan van tyd tot tyd, op die basis van die betaling van 'n jaarlikse bedrag per lid, 'n kontrak met geregiſtreerde mediese praktisyne aangaan om mediese sorg te voorsien aan lede wat verkies om deur hulle behandel te word, en om gratis aan lede sodanige farmaseutiese benodigdhede [uitgesonderd die spesiale medisynes soos in subparagraaf (v) bedoel] te verskaf as wat na die mening van die mediese praktisyne nodig is, met inagneming van die toestand van die betrokke lid.

(iii) 'n Lys van die mediese praktisyne waarmee die Komitee kragtens subparagraaf (ii) 'n kontrak aangegaan het (hieronder "fondsdokters" genoem) moet aan lede verskaf word.

(iv) Dit staan elke lid vry om te kies deur watter fondsdokter hy behandel sal word, met dien verstande dat, uitgesonderd met die goedkeuring van die Komitee, dit 'n lid nie vrystaan om meer dikwels as een maal in 6 maande van fondsdokter te verander nie. Lede moet die Sekretaris in kennis stel van die naam van die fondsdokter deur wie hulle verkies om behandel te word, en moet eweneens van 'n verandering na 'n ander fondsdokter kennis gee, en moet by sodanige geleenthede hulle Bydraers-identifikasiekaarte aan die Sekretaris toon.

(v) Indien 'n fondsdokter, met inagneming van die toestand van 'n lid, dit nodig vind om van die medisynes soos in subparagraaf (vi) bedoel (hieronder "spesiale medisynes" genoem) te voorsien, is hy, by die indiening van 'n sertifikaat in sodanige vorm wat deur die Komitee voorgeskryf mag word, geregtig op betaling deur die Fonds van die koste van die medisynes aldus voorsien: Met dien verstande dat, indien die koste van sodanige spesiale medisynes aan 'n lid verskaf in 'n jaar die som van R20 sou te bowe gaan, die lid, tensy die Komitee anders besluit, aan die Fonds vir sodanige ekstra koste verantwoordelik is.

(vi) Die Komitee kan, wanneer dit kragtens subparagraaf (ii) 'n kontrak aangaan, die "spesiale medisynes" vasstel waarop die bepalings van subklousule (v) van toepassing is, en kan deur ooreenkoms met die fondsdokters sodanige vasstelling wysig.

(b) Die Bydraersidentifikasiekaart moet altyd aan die Sekretaris getoon word wanneer siektebetaling geëis word en word deur die sekretaris geëndosseer wanneer bystand in 'n jaar ten volle uitbetaal is.

(c) Die mediese praktisyne moet 'n mediese sertifikaat aan die sekretaris van die Fonds voorleë wat die aard van die siekte, die behandeling wat gegee word en die tydperk waartydens die bydraer volgens berekening verhinder sal word om sy werk voort te sit, verstreë.

Die komitee behou die reg voor om 'n applikant te verplig om ondersoek of herondersoek en verslag oor gelewer te word deur die mediese praktisyne te eniger tyd waartydens sodanige applikant siektebystand ontvang en versuim en weiering aan die kant van enige sodanige bydraer om hom aan sodanige mediese ondersoek te onderwerp, maak die bydraer onderhewig daaraan om verdere siektebystand ontnem te word.

(d) "Mediese sorg" waarop lede op koste van die Fonds geregtig is, sluit nie die volgende in nie:—

Verloskunde, snykunde, hospitalisasie, oogkundige dienste, en behoudens die bepalings van subklousule (xiv), tandheelkunde.

(e) Benewens die bystand in hierdie subklousule voorgeskryf, kan die bestuurskomitee na goedvinde die volgende magtig:—

(i) Die betaling regstreeks of aan 'n werknemer van die opnemingsgeld gevra by sy toelating as 'n niebetalende pasiënt in 'n provinsiale hospitaal; en

(ii) die betaling aan 'n werknemer wat, omdat hy 'n tuberkulose infeksie opgedoen het, nie in staat is om sy werk voort te sit nie, van 'n bedrag van hoogstens R2 per week vir sodanige tydperk as wat die Komitee mag vasstel, volgende op die tydperk ten opsigte waarvan enige bystand ingevolge subparagraaf (vii) van hierdie klousule aan hom verskuldig, betaal is.

(vii) *Sick pay*.—In respect of absence from work duly supported by a medical certificate the benefits payable to contributors provided their applications comply with the provisions of this clause shall be:—

- In respect of group I employees R0.90 per day.
- In respect of group II employees R1.20 per day.
- In respect of group III employees R1.70 per day.
- In respect of group IV employees R2.50 per day.

Provided further that—

(a) no sick pay shall be payable in respect of the first day of any period of absence due to sickness;

(b) the member concerned shall have contributed to the Fund for a period of not less than 13 weeks;

(c) the right to sick pay shall not be accumulative; and

(d) sick pay shall not be payable for a period in excess of 4 weeks during any year or, in the case of the initial year of membership of the Fund, a *pro rata* period, unless the Committee on application from the member, agrees to extend such period.

(viii) *Medical attention and pharmaceutical benefits*.—(a) Medical attention:—

(i) A member shall not be entitled to the benefits referred to in this subclause until he has contributed to the Fund for four weeks.

(ii) The Committee may, from time to time, on the basis of the payment of an annual amount per member enter into a contract with registered medical practitioners to provide to members who elect to be treated by them, medical attention and to supply to members free of charge such pharmaceutical supplies [other than the special drugs referred to in subparagraph (v)], as, in the opinion of the medical practitioner, are necessary, having regard to the condition of the member concerned.

(iii) A list of the medical practitioners with whom the Committee has entered into a contract in terms of subparagraph (ii) (hereinafter referred to as "fund doctors") shall be supplied to members.

(iv) Each member shall be free to elect by which fund doctor he will be treated, provided that, except with the approval of the Committee, a member shall not be free to transfer from one fund doctor to another more frequently than once in 6 months. Members shall notify the Secretary of the name of the fund doctor by whom they elect to be treated, and shall similarly notify any change to another fund doctor, and shall on such occasions produce their Contributors Identification Cards to the Secretary.

(v) Should a fund doctor, having regard to the condition of a member, find it necessary to supply any of the drugs referred to in subparagraph (vi) (hereinafter referred to as "special drugs"), he shall, on the submission of a certificate in such form as the Committee may prescribe, be entitled to payment by the Fund of the cost of the drugs so supplied; Provided that should the cost of such special drugs supplied to any member exceed in any year the sum of R20, the member shall, unless the Committee otherwise decides, be responsible to the Fund for any such excess.

(vi) The Committee may, in entering into a contract in terms of subparagraph (ii), specify the "special drugs" to which the provisions of subclause (v) shall apply, and may, by agreement with the fund doctors amend such specification.

(b) The Contributors Identification Card must be produced to the Secretary whenever sick pay is claimed and shall be endorsed by the Secretary whenever benefits have been fully paid out in any year.

(c) The medical practitioner shall submit to the Secretary of the Fund a medical certificate stating the nature of the illness, the treatment being given and the period during which it is estimated the contributor will be precluded from following his employment.

The Committee shall have the right to require any applicant to be examined or re-examined and reported on by the medical practitioner at any time during which such applicant is in receipt of sick pay benefits, and failure and refusal on the part of any such contributor to submit to such medical examination shall render the contributor liable to be deprived of any further sick pay benefits.

(d) "medical attention" to which members are entitled at the Fund's expense shall not include any of the following:—

Obstetrics, surgery, hospitalisation, optical services, and save as provided in subclause (xiv), dentistry.

(e) In addition to the benefits prescribed in this subclause, the Management Committee may, in its discretion, authorise:—

(i) The payment direct or to an employee of the initial charge made on his admission to a provincial hospital as a non-fee-paying patient; and

(ii) the payment to an employee who is unable by reason of his having contracted a tubercular infection to continue work, of an amount not exceeding R2 per week for such period as the Committee may determine following after the period in respect of which any benefit due to him in terms of subparagraph (vii) of this clause has been paid.

(ix) *Ontbinding*.—(a) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk en 'n daaropvolgende ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds nie binne 'n tydperk van 6 maande van die datum van sodanige verstryking af aangegaan word nie of die Fonds nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds gestig is nie, moet die Fonds gelikwider word. Die Fonds moet gedurende genoemde tydperk van 6 maande of totdat dit oorgedra word na 'n ander fonds soos hierbo bedoel of deur 'n daaropvolgende ooreenkoms voortgesit word, deur die Bestuurskomitee geadmistreer word.

(b) In die geval van die ontbinding van die Raad, of in die geval waar dit ophou om te funksioneer gedurende enige tydperk waartydens hierdie Ooreenkoms ingevolge artikel vier-entertig (2) van die Wet bindend is, gaan die bestuurskomitee voort om die Fonds te administreer en die lede van die komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word as lede daarvan beskou vir sodanige doel, met dien verstande, egter, dat 'n vakature wat in die komitee voorkom, deur die Nywerheidsregistrator uit werkgewers of werknemers in die Nywerheid, soos die geval mag wees, gevul word, ten einde gelykheid van werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die lidmaatskap van die komitee te verseker. In die geval waar sodanige komitee nie in staat is nie of onwillig is om sy pligte te vervul of 'n dooie punt bereik word wat die administrasie van die Fonds onprakties of onwenslik maak volgens die Minister se mening, kan hy 'n trustee of trustees aanstel om die pligte van die komitee te vervul en wat oor al die magte van die komitee vir sodanige doel beskik. By die verstryking van hierdie Ooreenkoms word die Fonds gelikwider op die wyse uiteengesit in subklousule (x) van klousule 10 (A) van hierdie Ooreenkoms en indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, word die res van die Fonds verdeel soos in artikel vier-entertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die algemene fondse van die Raad.

(x) By likwidasie van die Fonds ingevolge paragraaf (a) van subklousule (ix) van klousule 10 (a) van hierdie Ooreenkoms, word die geld wat in die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, in die fondse van die Raad gestort.

(xi) Indien 'n bydraer sy diens in die Nywerheid verlaat met die doel om buite die Nywerheid in diens te tree, verbeur hy alle reg op die Fonds. Indien sodanige bydraer weer tot die Nywerheid sou toetree, is hy nie op die siektebetaling soos in paragraaf (vii) bedoel, of op die bystand soos in subklousule (viii) bedoel, geregtig nie voordat hy nadat hy weer tot die Nywerheid toetree het, weer vir die tydperk soos bedoel in genoemde subklousules tot die Fonds bygedra het.

(xii) Vir die toepassing van hierdie klousule beteken "jaar" 'n tydperk van 12 maande wat op die eerste dag van Maart begin.

(xiii) Vir die toepassing van hierdie klousule beteken "siekte" 'n siekte, ongesteldheid of kwaal wat—

(a) nie aan wangedrag of buitensporige gebruik van bedwel-mende drank of verdovingsmiddels te wyte is nie; en

(b) wat nie 'n ongeluk, siekte of kwaal is ten opsigte waar-van vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is nie; en

(c) wat nie aan swangerskap en/of siekte as gevolg daarvan te wyte is nie, met dien verstande dat hierdie uitsluiting nie in die geval van 'n miskraam van toepassing is nie.

(xiv) Die Fonds kan, op aanbeveling van die Bestuurskomitee, 25 persent van die koste van kunsstande aan 'n lid vergoed—hierdie benaming sluit nie die vashegting van 'n kunsstand aan 'n natuurlike wortel, gewoonlik 'n "kroon" genoem, in nie.

(B) *Ander gebiede*.

(i) 'n Werknemer wat drie maande diens by dieselfde werk-gewer voltooi het en afwesig is van werk weens siekte of 'n ongeluk, uitgesonderd—

(a) siekte of 'n ongeluk deur die werknemer se eie nalatig-heid of wangedrag veroorsaak;

(b) 'n ongeluk wat binne die bepalings van die Ongevalle-wet, 1941, val;

is geregtig op en moet altesaam twee weke siekteverlof in 'n bepaalde jaar diens toegestaan word en moet ten opsigte van elke werkdag daarvan sy dagloon betaal word: Met dien verstande dat die werkgewer sy werknemer kan verplig om 'n mediese sertifikaat van 'n geregistreerde mediese pratisyn te toon ten opsigte van enige afwesigheid as bewys van sodanige siekte of ongeluk.

(ii) By die toepassing van hierdie klousule beteken die uitdruk-king "diens" dieselfde as in klousule 5 (5).

(iii) Siekteverlof en jaarlikse verlof moet nie saamval nie: Met dien verstande dat waar daar in 'n fabriek as gevolg van 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging, 'n siekte-bystandfonds bestaan of gestig kan word waartoe die werk-gewer ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat minstens gelyk is aan die bedrag betaal of betaalbaar deur sodanige werknemer, en uit welke fonds 'n werknemer in die geval van 'n afwesigheid of afwesighede van werk as gevolg van siekte of 'n ongeluk (behalwe 'n ongeluk wat ingevolge die Ongevalle-wet, 1941, vergoedbaar is) geregtig is om in 'n bepaalde jaar altesaam 'n bedrag gelykstaande aan sy volle loon vir twee weke ten opsigte van sodanige afwesigheid of afwesighede te ontvang, in omstandighede wat wesenlik nie minder gunstig vir die werk-nemer is as hierdie bepaling nie, is die bepalings van hierdie klousule nie van toepassing nie.

(ix) *Dissolution*.—(a) In the event of the expiry of this Agree-ment or any extension or renewal thereof and a subsequent agree-ment providing for the continuation of the Fund not being negotiated within a period of six months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original fund was created, the Fund shall be liquidated. The Fund shall during the said period of 6 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Management Committee.

(b) 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, the management committee shall continue to administer the Fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose, provided, however, that any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees in the industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the 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 in the manner set forth in subclause (x) of clause 10 (A) of this Agreement and if upon the expiration of this 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.

(x) Upon liquidation of the Fund in terms of paragraph (a) of subclause (ix) of clause 10 (A) of this Agreement, 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.

(xi) If a contributor leaves his employment in the industry for the purpose of taking employment outside the industry he shall forfeit all claim to the Fund. Should such contributor re-enter the industry he shall not be entitled to the sick pay referred to in paragraph (vii) nor to the benefits referred to in subclause (viii) until he has after re-entering the industry again contributed to the Fund for the periods referred to in the said subclauses.

(xii) For the purposes of this clause "year" means any period of 12 months commencing on the first day of March.

(xiii) For the purposes of this clause "sickness" shall mean any illness, affliction or disease which—

(a) is not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and

(b) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compen-sation Act, 1941; and

(c) is not due to pregnancy and/or sickness arising therefrom, provided that this exclusion shall not apply in the case of a miscarriage.

(xiv) The Fund may, on the recommendation of the Manage-ment Committee, refund to a member, 25 per cent of the cost of artificial dentures—this term not to include the affixing of an artificial tooth to a natural root normally referred to as a "crown".

(B) *Other areas*.

(i) An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident other than—

(a) sickness or accident caused by the employee's own neglect or misconduct;

(b) an accident falling within the provisions of the Work-men's Compensation Act, 1941,

shall be entitled to and be granted two weeks' sick leave in the aggregate in any one year of employment and shall be paid in respect of each working day thereof his daily wage: Provided that an employer may require his employee to produce a medical cer-tificate from a registered medical practitioner in respect of any absence in proof of such sickness or accident.

(ii) For the purpose of this clause, the expression "employ-ment" shall have the same meaning as in clause 5 (5).

(iii) Sick leave and annual leave shall not run concurrently: Provided that where in any factory there exists or may be established by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit fund to which the employer contributes in respect of each of his employees an amount not less than the amount paid or payable by such employee and of which fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident com-pensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any 1 year not less than an amount equivalent to his full wages for 2 weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply.

11. OORPAKKE EN HANDSKOENE.

(1) 'n Werkgewer wat van sy werknemer vereis om 'n oorpak te dra, moet dit kosteloos aan die werknemer verskaf en dit bly die eiendom van die werkgewer.

(2) 'n Werkgewer moet kosteloos aan elke werknemer wat drukwerk uitvoer op enige artikel wat in die Kunststoftekstielvervaardigingsnywerheid geproduseer word, geskikte handskoene vir die beskerming van die hande van sodanige werknemer verskaf.

(3) Waar die dra van beskermende klere voorgeskryf word ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, word sodanige klere kosteloos deur die werkgewer aan die werknemer verskaf. Ondanks enigiets vervat in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, moet die werkgewer oorpakke en/of voorskote kosteloos verskaf aan werknemers in die volgende beroepe:—

(a) Oorpakke.—Stoomketebediener, stoker, kaardafstroper, slyper, masjiensorg, olieman en smeeder, kambediener.

(b) Voorskote.—Optoller, afvalsorteerder, afdunmasjienbediener, ringspinner, twyners.

[Onderworpe aan goedkeuring deur die Inspekteur van Masjinerie (Fabriek).]

(4) Elke werknemer aan wie 'n beskermende kledingstuk uitgereik is, word persoonlik verantwoordelik gehou vir die veilige bewaring van sodanige artikel en in die geval waar genoemde artikel nie aan die werkgewer teruggegee word by diensbeëindiging of binne 'n redelike tydperk nadat dit teruggeëis is nie, het die werkgewer die reg om die koste van die betrokke artikel of artikels van die loon van die werknemer af te trek.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer moet gedurende die eerste drie maande van diens minstens 24 uur en daarna minstens 1 week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, of in plaas daarvan minstens die volgende betaal of verbeur:—

(a) in die geval van 24 uur kennis, 'n bedrag gelykstaande aan die werknemer se dagloon;

(b) in die geval van 'n week kennisgewing, minstens die weekloon wat die werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging;

Met dien verstande dat dit nie die volgende raak nie—

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

(ii) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante vir langer as 1 week.

(2) As 'n ooreenkoms aangegaan word ingevolge die tweede voorbehoud van paragraaf (b) van subklousule (1), is die betaling of verbeuring in plaas van kennisgewing in verhouding tot die tydperk van kennisgewing waarvoor ooreengekom is.

(3) Die kennisgewing genoem in subklousule (1) tree in werking vanaf die dag waarop dit gegee is; met dien verstande dat die tydperk van kennisgewing nie moet saamval met, en sodanige kennis ook nie gegee moet word nie gedurende—

(a) die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 5; of

(b) die werknemer se afwesigheid terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; of

(c) die werknemer se afwesigheid vir 'n tydperk ten opsigte waarvan die werknemer geregtig is op die betaling van siektebystand ingevolge klousule 10 (A) (vi) of op siekteverlof ingevolge klousule 10 (B).

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, sodanige werknemer kosteloos van 'n dienssertifikaat voorsien wat deur die werkgewer onderteken is en onderstaande besonderhede verstrek:—

(a) Volle naam van werknemer.

(b) Die beroep waarin hy in diens was en die duur van sy diens in elke beroep.

(c) Skaal van betaling op die datum van beëindiging van sy dienskontrak.

(d) Rede vir diensbeëindiging:—

1. Bedanking.

2. Vermindering van personeel.

3. Ander

14. PERSONE ONDER 15 JAAR.

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

15. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting, waar dit maklik vir sy werknemers toeganklik is, 'n leesbare eksplaar van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

16. VRYSTELLING.

(1) Die Raad kan weens goeie en voldoende rede vrystelling van enigen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige werkgewer of werknemer toestaan en stel die voorwaardes en geldigheidsduur ten opsigte van elke vrystelling vas.

11. OVERALLS AND GLOVES.

(1) An employer who requires his employee to wear an overall shall supply it free of cost to the employee and it shall remain the property of the employer.

(2) An employer shall provide, free of cost, to each employee who is employed on printing on any article produced in the Worst Textile Manufacturing Industry, suitable gloves for the protection of the hands of such employee.

(3) Wherever the wearing of protective clothing is prescribed in terms of the Factories, Machinery and Building Work Act, 1941, such apparel shall be provided by the employer free of cost to the employee. Notwithstanding anything contained in the Factories, Machinery and Building Work Act, 1941, the employer shall provide free of cost overalls and/or aprons to employees engaged in the following occupations:—

(a) Overalls.—Boiler attendant, fireman, card stripper, grinder, jobber, oiler and greaser, comb minder.

(b) Aprons.—Winder, waste sorter, drawframe, operator, ring spinning, twistors and doublers.

[Subject to approval by the Inspector of Machinery (Factories).]

(4) Every employee to whom any article of protective clothing has been issued shall be held personally liable for the safekeeping of such article and in the event of same not being returned to the employer on termination of service or within a reasonable period after demand the employer shall have the right to deduct from the wages of the employee the cost of the article or articles concerned.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice during the first 3 months of employment and thereafter not less than 1 week's notice, in writing, of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—

(a) in the case of 24 hours' notice, an amount equal to the employee's daily wage;

(b) in the case of a week's notice, not less than the weekly wage which the employee was receiving immediately before the date of such termination;

Provided that this shall not affect—

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

(ii) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides for longer than 1 week.

(2) When an agreement is entered into in terms of the second proviso to paragraph (b) of subclause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall such notice be given during—

(a) the employee's absence on annual leave in terms of clause 5; or

(b) the employee's absence while undergoing military training in pursuance of the Defence Act, 1957;

(c) the employee's absence for any period in respect of which the employee is entitled to the payment of sickness benefit in terms of clause 10 (A) (vi) or to sick leave in terms of clause 10 (B).

13. CERTIFICATE OF SERVICE.

An employer shall, without any charge, upon termination of the contract of employment of any employee, other than a casual employee, furnish such employee with a certificate of service signed by the employer showing the following particulars:—

(a) Full name of the employee.

(b) The occupation in which he was employed and duration of his employment in each occupation.

(c) Rate of pay at the date of termination of his contract of employment.

(d) Reason for termination of service:—

1. Resignation.

2. Reduction in staff.

3. Other.

14. PERSONS UNDER 15 YEARS.

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

15. 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.

16. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any employer or employee for any good and sufficient reason, and shall fix in respect of each exemption the conditions and period of its effect.

(2) Die sekretaris van die Raad reik aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uit waarin aangetoon word—

- (a) die naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
- (c) die voorwaardes en tydperk van vrystelling.

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 2 sent per week van die verdienste van elkeen van sy werknemers afgetrek vir wie lone in hierdie Ooreenkoms voorgeskryf is.

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag, nie later nie as die 15de dag van die volgende maand, aan die sekretaris van die Raad stuur.

18. TOEPASSING.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgewers en werknemers menings uitspreek wat verenigbaar met die bepalings daarvan is.

19. AGENTE.

Die Raad kan een of meer persone as agente aanstel om behulpzaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms. Sodanige agente moet toegelaat word om bedryfsinrigtings binne te gaan en dié navrae te doen, dié stukke, boeke, loonstate, betaalkoeverte en betaalkaartjies na te gaan en dié persone te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

20. VERTEENWOORDIGING VAN VAKVERENIGING OP DIE RAAD.

Elke werkgewer moet aan enigen van sy werknemers wat verteenwoordigers of plaasvervangers op die Raad is, redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad uit te voer.

Namens die partye, op hede die 30ste dag van November 1966, in Kaapstad onderteken.

A. D. LEE, *Voorsitter.*
A. CALMEYER, *Ondervoorsitter.*
W. P. COTTEN, *Sekretaris.*

No. R. 1375.] [1 September 1967.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

KAMSTOFTEKSTIELNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kamstoftekstielnywerheid, gepubliseer by Goewermentskennisgewing No. R. 1374 van 1 September 1967 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 1376.] [1 September 1967.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

KAMSTOFTEKSTIELNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Kamstoftekstielnywerheid wat by Goewermentskennisgewing No. R. 1374 van 1 September 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

(2) The secretary of the Council shall issue to every person granted exemption a licence setting out—

- (a) the name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions and period of exemption.

17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct two cents per week from the earnings of each of his employees for whom wages are prescribed in this Agreement.

To the aggregate of the amounts so deducted, the employer shall add an equal amount and forward not later than the fifteenth day of the following month the total sum to the secretary of the Council.

18. ADMINISTRATION.

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion consistent with its provisions for the guidance of employers and employees.

19. AGENTS.

The Council may appoint one or more persons as agents to assist in the giving effect to the provisions of this Agreement. Such agents shall be permitted to enter establishments and to make such enquiries and examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

20. TRADE UNION REPRESENTATION ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives or alternates on the Council reasonable facility to attend to their duties in connection with the work of the Council.

Signed at Cape Town on behalf of the parties, on this 30th day of November 1966.

A. D. LEE, *Chairman.*
A. CALMEYER, *Vice-Chairman.*
W. P. COTTEN, *Secretary.*

No. R. 1375.] [1 September 1967.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

WORSTED TEXTILE MANUFACTURING INDUSTRY (CAPE).

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Worsted Textile Manufacturing Industry published under Government Notice No. R. 1374 of the 1st September 1967, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 1376.] [1 September 1967.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

WORSTED TEXTILE MANUFACTURING INDUSTRY (CAPE).

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Worsted Textile Manufacturing Industry, published under Government Notice No. R. 1374 of the 1st September 1967.

M. VILJOEN,
Minister of Labour.

No. R. 1377.] [1 September 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

KAMSTOFTEKSTIELNYWERHEID (KAAP).

INTREKKING VAN GOEWERMENTS-
KENNISGEWING.

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermetskennisgewing No. R. 1175 van 4 Augustus 1967 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

No. R. 1377.] [1 September 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

WORSTED TEXTILE MANUFACTURING
INDUSTRY (CAPE).

CANCELLATION OF GOVERNMENT NOTICE.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. R. 1175 of the 4th August 1967, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

INHOUD.

No.

BLADSY

Departement van Arbeid.

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