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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR

No. 2121.] [24 December 1959.
INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

WORSTED TEXTILE MANUFACTURING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Worsted Textile Manufacturing Industry, shall be binding from the first Monday after the date of publication of this notice and for the period ending on the 30th September, 1962, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 18 of the said Agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending on the 30th September, 1962, upon all employers and employees other than those referred to in paragraph (a) of this notice, 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;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* 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 first Monday after the date of publication of this notice and for the period ending on the 30th September, 1962, the provisions contained in clauses 3 to 9 (a), and 9 (c) to 18 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employees in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID

No. 2121.] [24 Desember 1959.
WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

KAMSTOFTEKSTIELNYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kamstoftekstielywerheid betrekking het, vanaf die eerste Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1962 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in Klousules 3 tot 18 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1962 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrostdistrikte Bellville, die Kaap, Simonstad, Wynberg, en Worcester, uitgesonderd die gebied omgrens deur Sewende en Agste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrostdistrik die Kaap;
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot 9 (a) en 9 (c) tot 18 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1962 eindig, in die landdrostdistrikte Bellville, die Kaap, Simonstad, Wynberg en Worcester, uitgesonderd die gebied omgrens deur Sewende en Agste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrostdistrik die Kaap, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

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 trade union") of the one part, and

National Association of Worsted Textile Manufacturers (hereinafter referred to as "the employers" or "the association"), of the other part.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts 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 and for whom wages are prescribed in this Agreement.

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 until 30th September, 1962, 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 the 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.
- "assembly winder (pirn, cone or cheese) or doubling frame operator" means an employee who is engaged in operating a winding or doubling frame;
- "assistant pin-setter or faller dresser" means an employee who is engaged in removing worn pins from combs with pliers, filling them and who may assist the pin-setter;
- "assistant sizing machine operator" means an employee engaged in assisting the sizing machine operator;
- "backwash operator with box" is an employee who is engaged in operating a backwash machine and feeding it and is responsible for the strong box 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;
- "battery filler" means an employee who is engaged in refilling empty batteries with full bobbins;
- "beamer or warper's assistant" means an employee who is engaged in removing the warp from the warping machine and attaching it to the beam, and who mends broken threads of an automatic warping machine;
- "bobbin boy" means an employee who is engaged in carrying empty bobbins to the frames and removing full ones;
- "bobbin sorter" means an employee who is responsible for examining full bobbins, weighing and rejecting those unsuitable for weaving;
- "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;
- "bowl feeder" means an employee who is engaged in feeding the washbowl by hand and who may assist the washbowl operator;
- "brush-maker's assistant" means an employee who, under supervision, is engaged in filling dabbing brushes for Noble combs;
- "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 or 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;
- "calender presser" means an employee who is engaged in operating a pressing or calendaring machine;

BYLAE.

NYWERHEIDSRAAD VIR DIE KAMSTOFTEKSTIEL-VERVAARDIGINGSNYWERHEID (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 „vereniging" genoem, aan die ander kant.

1. EESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Worcester, die Kaap, Wynberg, Simonstad en Bellville, met uitsondering van die gebied begrens 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 is en in die Kamstoftekstielnywerheid is, en deur alle werknemers wat lede van die vakvereniging is en in diens is in daardie Nywerheid en vir wie lone in die Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSEUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking vanaf die datum wat deur die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasgestel word, en bly van krag tot 30 September 1962, of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in dié Ooreenkoms verskyn en in die Wet omskryf is, het dieselfde betekenis as in die Wet; enige verwysing na die Wet omvat enige wysiging van dié Wet en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

- „Wet", die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig;
- „ambagsman", 'n werknemer wat sy vakleerlingskap gedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of as daardeur aangewys geag word, of wat in besit is van 'n sertifikaat van bekwaamheid wat aan hom uitgereik is deur die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur genoemde Registrateur aan hom uitgereik is ingevolge artikel twee (7) of artikel sewe (3) van genoemde Wet, en wat die werk van sodanige ambag verrig;
- „montasiewikkelaar (inslagtol, keëltol of kaastol) of twynmasjiënbediener", 'n werknemer wat 'n wikkelaar of twynmasjiën bedien;
- „assistent-penssetter of valkambereider", 'n werknemer wat geslyte penne uit kamme met tange haal, hulle insit en die penssetter kan help;
- „assistent-papmasjiënbediener", 'n werknemer wat die papmasjiënbediener help;
- „nawasmasjiënbediener met spoelkas", 'n werknemer wat 'n nawasmasjiën bedien en dit voer en verantwoordelik is vir die spoelkas wat 'n integrerende deel van die nawasmasjiën is;
- „nawasmasjiënbediener sonder spoelkas", 'n werknemer wat 'n nawasmasjiën bedien en die masjiën voer;
- „batterylaaier", 'n werknemer wat lê batterye met vol tolle moet hervul;
- „breedskeringsmasjiën- of skeringmasjiënassistent", 'n werknemer wat die skering van die skeringmasjiën afhaal en dit aan die breedskeringsmasjiën heg, en wat gebreke drade van 'n outomatiese skeringmasjiën heelmaak;
- „toldraer", 'n werknemer, wat lê tolle na die garingsmasjiën dra en volles verwyder;
- „tolsorteerder", 'n werknemer wat verantwoordelik is om vol tolle te ondersoek en te weeg en dié wat ongeskik is vir wewery, uit te gooi;
- „ketelbediener", 'n werknemer wat onder algemene toesig verantwoordelik is vir die instandhouding van die waterstand en die stoomdruk in 'n ketel en wat vure in sodanige ketel kan instandhou of uittrek;
- „bakvoerder", 'n werknemer wat die wasbak met die hand voer en die wasbakbediener kan help;
- „borselmakersassistent", 'n werknemer wat, onder toesig, in-kloporsels vir Noble-kammasjiëne insit;
- „nopster", 'n werknemer wat knopies, knoppies of stukkies plantmateriaal uit die geweeftde stuk moet uithaal sonder om gate daarin te maak en tangetjies of skêre kan gebruik;
- „nopster of plukker (afwerking)", 'n werknemer wat knopies, knoppies of stukkies plantmateriaal uit die afgewerkte stuk uithaal sonder om gate daarin te maak en tangetjies of skêre kan gebruik;

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

"can-and/or gill box operator" means an employee who is responsible for can or gill boxes in French combing;

"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 or 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 three days in any week;

"cloth conditioner" means an employee who is engaged in operating a cloth-conditioning machine;

"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 measurer" means an employee who is engaged in measuring the cloth according to a required length, and writing down lengths/and numbers/of pieces and qualities;

"cloth stitcher" means an employee who is engaged in stitching lengths of cloth together by hand or machine;

"comb minder (Noble or French)" 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;

"cropper" means an employee who is engaged in operating a cropping machine;

"cuttler" means an employee who is engaged in operating a cutting machine;

"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;

"decatiser" means an employee who is engaged in operating a decatizing machine;

"drawframe operator (1st or 2nd drawer)" means an employee who is engaged in operating a drawframe;

"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;

"fault marker (piece marker or marker)" means an employee who is engaged in marking out in chalk faults for menders to mend or remend or recording such faults and also marking faults which should not be repaired by burlers;

"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;

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

Cloth Inspector (Finishing);
Laboratory attendant;
maintenance man;

"Grade A employee, qualified," means a Grade A employee who has not less than 30 months' experience;

"Grade A employee, unqualified" means a Grade A employee who has had less than 30 months' experience;

"Grade B employee" means an employee engaged in one or more of the following capacities:—

Card stripper and grinder;

"Grade B employee, qualified," means a "Grade B employee" who has had not less than 24 months' experience;

"Grade B employee, unqualified," means a "Grade B employee" who has had less than 24 months' experience;

"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;
yarn tester;
dye weigher;

"mangelperser", 'n werknemer wat 'n pers- of mangelmasjiën bedien;

"kandraer", 'n werknemer wat wol in 'n houer van die kaardmasjiën na die nawasmasjiën toe neem;

"kan- en/of valkammassienbediener", 'n werknemer wat verantwoordelik is vir kan- en/of valkammassiene in Franse kamwerk;

"kaardbediener", 'n werknemer wat kaardmasjiëne bedien deur bewegende dele te olie, dryfbande heel te maak en algemene aandag te skenk aan 'n masjiën of masjiëne;

"kaardafstrooper en slyper", 'n werknemer wat naalde van rollers afstrop, skuur, verwyder, skoonmaak en skerpmak;

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

"kledingstofkondisioneerder", 'n werknemer wat 'n kledingstofkondisioneermasjiën bedien;

"kledingstofondersoeker", 'n werknemer wat onklaar kledingstof ondersoek, ten einde tekortkominge of foute uit te soek, en wat hulle aantekene en aan die voorman rapporteer;

"kledingstofinspekteur", 'n werknemer wat kledingstof ondersoek nadat dit voltooi is en voordat dit aan klante versend word;

"kledingstofafmeter", 'n werknemer wat die kledingstof volgens 'n vereiste lengte afmeet, en lengtes/en getalle/of stukke en gehaltes neerskryf;

"kledingstofstikker", 'n werknemer wat lengtes kledingstof met die hand of masjiën aanmeekaarslik;

"kambediener (Noble- of Franse)", 'n werknemer wat kammasjiëne bedien, bewegende dele olie, stukkende dryfbande heelmaak en algemene aandag skenk aan alle masjiëne in die kamafdeling;

"Raad", die Nywerheidsraad vir die Kamstoftekstielnywerheid (Kaap);

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

"kledingskeerder", 'n werknemer wat 'n kledingskeermasjiën bedien;

"lengtevouer", 'n werknemer wat 'n lengtevoumasjiën bedien;

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

"inryger", 'n werknemer wat drade deur hewels, riete en valstoppers steek;

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

"dekateerder", 'n werknemer wat 'n dekateermasjiën bedien;

"afduinmasjiënbediener (1ste en 2de inryger)", 'n werknemer wat 'n afduinmasjiën bedien;

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

"inrigting", enige perseel registreerbaar ingevolge die Wet op Fabriek, Masjiërie en Bouwerk, 1941, in of in verband waarmee een of meer werknemers in die Nywerheid werk;

"ondervinding", behalwe soos eiders bepaal, die totale tydperk of tydperke diens wat so 'n werknemer in sy besondere werk of ampsbenaming in die Nywerheid, na gelang van die geval, gehad het;

"foutmerker (stukmerker of merker)", 'n werknemer wat met kryt foute vir heelmakers merk om heel te maak of weer heel te maak en ook foute merk wat nie deur nopsters heelgemaak behoort te word nie;

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

"kambolmasjiënbediener (kamwerk)", 'n werknemer wat kambolmasjiëne bedien;

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

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

Kledingstofinspekteur (Afwerking);
laboratoriumassistent;
instandhouer;

"Graad A-werknemer, gekwalifiseer," 'n graad A-werknemer met minstens 30 maande ondervinding;

"Graad A-werknemer, ongekwalifiseer," 'n graad A-werknemer met minder as 30 maande ondervinding;

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

Kaardstrooper en slyper;

"Graad B-werknemer, gekwalifiseer," 'n graad B-werknemer met minstens 24 maande ondervinding;

"Graad B-werknemer, ongekwalifiseer," 'n graad B-werknemer met minder as 24 maande ondervinding;

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

Handlanger;
kaardbediener;
kambediener;
nawasmasjiënbediener, met kas;
kledingstofondersoeker;
garingtoetser;
kleurstofweër;

"Grade C employee, qualified," means a "Grade C employee" who has had not less than 18 months' experience;
 "Grade C employee, unqualified," means a "Grade C employee" who has had less than 18 months' experience;
 "Grade D employee" means an employee engaged in one or more of the following capacities:—

Wool trapper;
 wash bowl operator;
 spotter;
 machine operators, Grade D—
 calender presser, cropping, cloth conditioning, cuttler,
 recatiser, teasler, tenting and drying;
 second mule spinner;
 mender (finishing);
 mender or cloth mender;
 drawer-in;
 warper;
 weaver;
 sizer;
 fault marker;
 mending checkers;

"Grade D employee, qualified," means a "Grade D employee" who has had not less than 15 months' experience;
 "Grade D employee, unqualified," means a "Grade D employee" who has had less than 15 months' experience;
 "Grade E employee" means an employee engaged in one or more of the following capacities:—

Punch operator;
 finisher minder;
 pinsetters and brushmakers' assistants (faller dresser);
 backwash operator, without box;
 ring spinner;
 mule piecener;
 drawframe operator;
 1st and 2nd drawer;
 finisher;
 reducer;
 burler or picker;
 machine operators, Grade E—
 fixing, milling, piece and top dyeing bath;
 wooser (hydro-extractor);
 cloth stitching;
 washer minder;
 warp tyer and twister;
 burler;
 piecemaker;
 assistant cloth examiner;
 boiler attendant;

"Grade E employee, qualified," means a "Grade E employee" who has had not less than 12 months' experience;
 "Grade E employee, unqualified," means a "Grade E employee" who has had less than 12 months' experience;
 "Grade F employee" means an employee engaged in one or more of the following capacities:—

Strong box operator;
 bowl feeder;
 wool puller;
 can dodger;
 willeyer (washing department);
 can and/or gill box operator (French combing);
 warper's assistant;
 sizer's assistant;
 drawers-in assistant;
 fault measurer;
 assembly winder (pirn, cone or cheese);
 hank examiners;
 waste sorters;
 bobbin sorters;
 doubling frame minder;
 ring twister;
 balling machine minder;
 reeler;

"Grade F employee, qualified," means a "Grade F employee" who has had not less than 6 months' experience;
 "Grade F employee, unqualified," means a "Grade F 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;
 washing labourer;
 warehouseman (general labour in the warehouse);
 grease works labourers;
 creeler and/or doffer;
 packer other than top packer;
 cleaning premises, plant, machinery, implements, tools, utensils, vehicles or other articles;

„Graad C-werknemer, gekwalifiseer," 'n Graad C-werknemer met minstens 18 maande ondervinding;
 „Graad C-werknemer, ongekwalifiseer," 'n Graad C-werknemer met minder as 18 maande ondervinding;
 „Graad D-werknemer," 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Baaloopmaker;
 wasbakbediener;
 vlekverwyderaar;
 masjienbedieners, graad D—
 mangelperser, kledingskeerder, kledingstofkondisioneerder, lengtevouer, dekateerder, pluier, spandroogopsiener en droër;
 tweede muilspinner;
 heelmaker (afwerking);
 heelmaker of kledingstofheelmaker;
 toeryger;
 skeringbereider;
 wewer;
 papmasjienbediener;
 foutmerker;
 nasieners van heelmakwerk;

„Graad D-werknemer, gekwalifiseer," 'n Graad D-werknemer met minstens 15 maande ondervinding;
 „Graad D-werknemer, ongekwalifiseer," 'n Graad D-werknemer met minder as 15 maande ondervinding;
 „Graad E-werknemer," 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Ponsbediener;
 afwerkerbediener;
 pensetters en borselmakers se assistente;
 (valkambereider);
 nawasbediener, sonder kas;
 ringspinner;
 muilknoper;
 afdunbediener;
 1ste en 2de inryger;
 afwerker;
 reduseerder;
 nopster of plukker.

masjienbedieners, graad E—
 kleurbevestiging, vulling, kleurkuip vir toppe en kam-bol;
 watersuier;
 kledingstof stik;
 wasbakbediener;
 skeringknoper en -draaier;
 nopster;
 stukmerker;
 assistent-kledingstofondersoeker;
 ketelbediener;

„Graad E-werknemer, gekwalifiseer," 'n Graad E-werknemer met minstens 12 maande ondervinding;
 „Graad E-werknemer, ongekwalifiseer," 'n Graad E-werknemer met minder as 12 maande ondervinding;
 „Graad F-werknemer," 'n werknemer in diens in een of meer van die volgende hoedanighede:—

Spoelkasbediener;
 wasbakvoerder;
 woldraer;
 kanhouer;
 skeurwolvoerder (wasafdeling);
 kam- en/of valkamasjienbediener (Franse kamwerk);
 skeringbediener se assistent;
 papmasjienbediener se assistent;
 inrygmasjienbediener se assistent;
 foutmeter;
 montasiewikkelaar (kaastol, inslagtol en keëltol);
 henkondersokers;
 afvalsorteerders;
 tolsorteerders;
 twynmasjienbediener;
 ringtwinmasjienbediener;
 bolmasjienbediener;
 haspelmasjienbediener;

„Graad F-werknemer, gekwalifiseer," 'n Graad F-werknemer met minstens 6 maande ondervinding;
 „Graad F-werknemer, ongekwalifiseer," 'n Graad F-werknemer met minder as 6 maande ondervinding;
 „Graad G-werknemer," 'n werknemer in diens in algemene fabriekswerk en omvat—

stoker;
 wolvoerder;
 toldraer;
 batterylaaier;
 kamseldraer;
 kamselverpakker;
 henkbondelmaker;
 voddeman en/of nopster;
 kambolverpakker;
 wasmasjienarbeider;
 stoorman (algemene arbeider in stoer);
 wolvetwerker;
 tolrangskikker en/of -afhaler;
 verpakker (nie kambolverpakker nie);
 persele, installasies, masjinerie, implemente, gereedskap, gerei, voertuie of ander artikels skoonmaak;

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;
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, stencilling 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, moving, 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, dags or other foreign matter;
soaking wool;
attending to water furrows;
moving a flywheel of an engine into position before the engine is started;
filling and attending vats in carbonizing, bleaching and drying processes;

"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 Worsted 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 yarn tester, who under direction makes initial and routine tests and records the results thereof;
"mender or cloth mender" means an employee, other than a burler, who is engaged in mending defects in materials caused by knots, putting in threads omitted in weaving and also pulling out any double threads;
"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 mending defects in cloth but after it has come from the dye department;
"machine or plant operator and/or attendant" means an employee engaged in operating, attending, starting and stopping a powerdriven machine and who may make adjustments thereto and/or feed or take off from such machine; and the expression "operating or attending a machine" has a corresponding meaning;
"machine operator, Grade D (finishing)" means an employee engaged in operating one or more of the following machines:

Decatising, cropping, teasing, cloth conditioning, cutting, tentering and dyeing, calender pressing;

"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;

"machine operator, Grade E" means an employee who is engaged in operating one or more of the following machines:

Fixing, milling piece and top dye bath, wooser (hydro-extractor), cloth stitching, washer minder;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any

kampongs, latrine, stalle, buitegeboue en dergelike geboue of bouwerke witkalk;

laai of aflaai; artikels dra, verskuif of opstapel; enige voertuig stoot of trek; steenkool na ketels neem;

vuurmaak, vure aan die gang hop, stook of uittrek; afval of as verwyder en klinkers sorteer;

steenkool, grond, klei of sand losmaak; uithaal; slote, fondamente grawe, ander uitgrawings doen;

bome of plantegroei afkap, vernietig of verwyder;

masjiene vervoerbande en blasers voer of daarvan afhaal; tenks of vate onder toesig voer of daarvan aftap;

dagha, beton, klip of bitumen met die hand meng, en beton of bitumen met skopgraaf, hark, vork of kruiwa spreid;

deure, kaste, bale, pakkies, sakke, dromme, vaatjies of ander houers oop- of toemaak;

voertuie versorg,

sakke, bale, of ander houers volmaak;

etikette op kaste, bale, sakke of ander houers of pakkies merk, brandmerk, sjabloneer of etikette daaraan heg;

vate of dromme met die hand verf (maar nie spuitverf nie);

goed volgens 'n gestelde skaal afweeg;

sement of beton in gietvorms vasstamp of instamp of beton in fondamente vasstamp;

briewe, boodskappe of goed te voet of met 'n fiets, driewiel of handvoertuig aflewer;

rantsoene kook of tee of dergelike drank maak;

voertuie, uitgesonderd olie en smeer;

tuinwerk (onder toesig plant, spit, hark, verskuif, strooi, meng, natmaak);

sakke sorteer en uitskud;

sakke met die hand heelmaak;

artikels van een vormige grootte en getal in houers verpak wat spesiaal gemaak is om sulke artikels te bevat;

wol in die droogproses oopsprei of verwyder;

'n handpomp en/of handpers bedien;

seep en alkali opsky en kook;

wol van stukkie vel afknip;

gevekte, saadbevattende of growwe deeltjies, misklossies of ander vreemde goed uit wol verwyder, of uit onbewerkte of uit bewerkte wol;

wol natmaak;

watervore in orde hou;

'n vliegwiël van 'n enjin in posisie skuif voordat die enjin aan die gang gesit word;

vate in verkolings-, bleik- en kleurprosesse vul en versorg;

"henkbondelmaker", 'n werknemer wat henks garing tel en hulle in bondels saambind;

"henkondersoeker", 'n werknemer wat henks breiwoel vir foute ondersoek nadat dit gekleur is;

"Nywêrheid", die Kamstoftekstielynwyêrheid;

"handlanger", 'n werknemer, uitgesonderd 'n ambagsman, wat verantwoordelik is vir die olie en smeer van masjiene en wat kleiner herstelwerk en verstellings kan uitvoer en die voorman help;

"laboratoriumassistent", 'n werknemer, uitgesonderd 'n skeringtoetsêr, wat op voorskrif aanvangs- en roetineoetse maak en die resultate daarvan opteken;

"heelmaker of kledingstofheelmaker", 'n werknemer, uitgesonderd 'n nopster, wat foute heelmaak in materiaal wat deur knope vervoersaak is, drade insit wat in die weefproses uitgelaat is, en ook dubbele drade uittrek;

"heelmaaknasiener (kledingstofnasiener)", 'n werknemer wat die finale ondersoek doen van die werk van die heelmakers;

"heelmaker (afwerk)", 'n werknemer wat foute in kledingstof herstel maar eers nadat dit van die kleurafdeling gekom het;

"masjiën- of installasiebediener en/of versorger", 'n werknemer wat 'n kragmasjiën laat werk, dit versorg, aan die gang sit en tot stilstand bring en dit kan verstel en/of so 'n masjiën voer of daarvan afneem; en die uitdrukking "n masjiën bedien of versorg" het 'n ooreenstemmende betekenis;

"masjiënbediener Graad D (afwerk)", 'n werknemer wat een of meer van die volgende masjiene bedien:—

Dekateer, kledingkeer, pluïs, kledingstofkondisioneer, lengtevou, spandroog en kleur, mangelpers;

"instandhouer", 'n werknemer wat onder toesig van 'n ambagsman, 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;

"masjiënbediener Graad E", 'n werknemer wat een of meer van die volgende masjiene bedien:—

Vestiging-, vulling-, stuk- en kambolkleurknip-, watersuier-, kledingstofstik-, wasbakbedienmasjiën;

"militêre opleiding", aaneenlopende opleiding wat 'n werknemer verplig om mee te maak ingevolge artikel een-en-twintig (1) gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar sluit nie enige ander opleiding in wat hy mag verkies om te ondergaan

training he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"mule piecener" means an employee who is engaged in piecing broken threads on the mule spinning machine and who may assist the mule spinner;

"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;

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

"pirn, cone and cheese winder" means an employee who is engaged in operating a cheese, cone or pirn winding machine;

"punch operator" means an employee who is engaged in operating a punch machine supplying Noble combs;

"reducer or finisher" means an employee who is engaged in operating a reducing or finishing machine;

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

"ring spinner" means an employee who is engaged in operating a ring spinning frame, provided that an employee, when qualified, may be required to operate 400 spindles;

"ring twister" means an employee who is engaged in operating a ring twisting machine, provided that an employee, when qualified, may be required to operate 400 spindles;

"Second mule spinner" means an employee who assists the first mule spinner;

"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 engaged in 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;

"teasler" means an employee who is engaged in operating a teasing or raising machine;

"tenter and dryer" means an employee who is engaged in operating a tenting and drying machine;

"top packer" means an employee who is engaged in packing tops for storage and who may make bales from hessian sacks;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 7 of this Agreement in respect of the ordinary hours of work but excluding cost of living allowance or any other allowance;

"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;

"washbowl operator with or without dryer" means an employee in charge of the mechanical process of a wash bowl and/or dryer but is not responsible for the chemicals;

"waste sorter" means an employee who is engaged in picking up waste material from 1st and 2nd drawers, reducers and finishers 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 willey in the Washing Department;

"wool puller" means an employee who is engaged in taking the wool in a basket from the sorting department to the washing department, and who may assist the washbowl operator;

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

ingevolge artikel *drie-en-twintig* van sodanige Wet nie, of enige ander opleiding of diens waarvoor hy homself vrywillig aanmeld of wat hy verkies om mee te maak nie;

"muilknoper", 'n werknemer wat gebreekte drade aan die muilspinnasjien aanmeekaarknoop en wat die muilspinner kan help;

"nagskof", enige werkdagperk, oortyd uitgesonderd, waarvan die grootste gedeelte tussen die ure 8 nm. en 8 vm. val;

"kamselman", 'n werknemer wat die kamsel bymeekaarmaak en dit vir verpakking verwyder;

"kamselverpakker", 'n werknemer wat kamsel verpak vir opberging of versending;

"verpakker", 'n werknemer, uitgesonderd 'n kambolverpakker, wat goed verpak vir versending, vervoer, aflewering of opberging;

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

"inslagtol-, keëltol- of kaastolwikkelaar", 'n werknemer wat 'n kaastol-, keëltol- of inslagtolwikkemasjien bedien;

"ponsbediener", 'n werknemer wat 'n ponsmasjien bedien wat Noble-kamme voorsien;

"inkrimper of afwerker", 'n werknemer wat 'n inkrimp- of afwerkmasjien bedien;

"haspelmasjienbediener", 'n werknemer wat 'n haspelmasjien bedien;

"ringspinner", 'n werknemer wat 'n ringspinmasjien bedien, met d.e. voorbehoud dat van 'n werknemer wat gekwalifiseer is, vereis kan word om 400 spoele te bedien;

"ringtwynbediener", 'n werknemer wat 'n ringtwynmasjien bedien; met die voorbehoud dat van 'n werknemer wat gekwalifiseer is, vereis kan word om 400 spoele te bedien;

"tweede muilspinner", 'n werknemer wat die eerste muilspinner help;

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

"korttyd", 'n tydelike vermindering in die getal gewone werkure toe te skryf aan handelslapse, tekort aan grondstowwe, 'n onklaarraking van installasie of masjinerie, veroorsaak deur 'n ongeluk, slegte weerstoestande of 'n ander onvoorsiene noodtoestand;

"papasmasjienbediener", 'n werknemer wat 'n papmasjien bedien;

"vlekverwyderaar", 'n werknemer wat vlekke en kolle uit kledingstof met die hand verwyder;

"spoelkasbediener", 'n werknemer wat spoelkasmasjiene wat nie verband met nawasmasjiene het nie, bedien;

"pluiser", 'n werknemer wat 'n pluismasjien bedien;

"spandroër en droër", 'n werknemer wat 'n spandroog- en droogmasjien bedien;

"kambolverpakker", 'n werknemer wat kambol vir opberging verpak en wat bale van goingsakke kan maak;

"loon", dié gedeelte van die besoldiging wat kragtens klousule 7 van hierdie Ooreenkoms aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure maar met uitsluiting van lewenskostoelae of enige ander toelae;

"aansporingsloon", enige betaling, uitgesonderd stukwerk-betaling, wat 'n werknemer benewens sy basiese loon kan ontvang;

"skeringbereider", 'n werknemer wat 'n skeringmasjien berei en vir die roller verantwoordelik is;

"skeringknoper en draaier", 'n werknemer wat die drade van 'n nuwe skering aan dié van 'n ou skering knoop;

"wasbakbediener met of sonder droër", 'n werknemer verantwoordelik vir die meganiese proses van 'n wasbak en/of droër maar nie verantwoordelik vir die chemikalieë nie;

"afvalsorteerder", 'n werknemer wat afvalstowwe van inrygers Nos. 1 en 2, reduseerders en afwerkers verwyder en dit in lang of kort rolafvalstukke sorteer;

"wewer", 'n werknemer wat weefgetoue bedien; met dien verstande dat van hom vereis kan word, wanneer hy gekwalifiseer is, om 2 nie-automatiese weefgetoue, 4 nie-automatiese weefgetoue van skeringstopaksie voorsien, of 8 volledig outomatiese weefgetoue te bedien;

"skeurwolfoeder", 'n werknemer verantwoordelik vir 'n "skeurwolf" in die wasafdeling;

"woldraer", 'n werknemer wat die wol in 'n mandjie van die sorteerafdeling na die wasafdeling neem, en wat die wasbakbediener kan help;

"wolfoeder", 'n werknemer wat die gedroogde of gewaste wol na die kaardafdeling neem en dit in 'n vultreger van die kaardmasjien voer;

"baaloopmaker", 'n werknemer wat bale oopmaak en ruwe sorteerwerk doen;

"kamstoftekstielywerheid", die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen van die volgende doeleindes:—

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

(2) die vervaardiging, met inbegrip van alle werksaamhede wat by sodanige vervaardiging hoort, van kamgaring en/of kamstof;

(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 for 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);

“yarn tester” means an employee who is engaged in testing the strength and regularity of yarn by machine.

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.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

(a) forty-six hours in any week; and

(b) in the case of an employee who works a six day week, eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half hours on any day; and

(c) in the case of an employee who works a five day week, nine and a quarter hours in any day;

(d) the ordinary hours of work of a casual employee shall not exceed—

(i) in the case of an establishment in which a six-day week is observed, eight and one half hours in any day;

(ii) in the case of an establishment in which a five-day week is observed, nine and one quarter hours in any day.

(2) *Meal Breaks.*—An employer shall not require or permit an employee to work more than five hours continuously without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(a) if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed ordinary hours of work;

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

(3) *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, or a boiler attendant, 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.

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (2) and (3) of this clause, all hours of work shall be consecutive.

(5) *Overtime.*—All the time worked in excess of the number of hours prescribed in respect of a day or week in sub-clause (1) of this clause shall be deemed to be overtime and shall be paid as laid down in sub-clause (7) of this clause.

(3) die vervaardiging, met inbegrip van alle werksaamhede wat by sodanige vervaardiging behoort, van wol- en of gemengde garing en/of wol- of gemengde kledstof en/of neweprodukte 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 sjaa's en/of bande, growwe seil, seil, seildoek of kafferlakengoeë vir verkoop as sodanig;

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

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

(b) in die geval van wol- of gemengde garing, 2,500 jaarts of minder op die Engelse pond (avoirdupois);

(iii) die vervaardiging van enige garing vir verkoop of op kommissie, wat, as 'n enkel garing, die volgende bevat:—

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

(b) in die geval van wol- of gemengde garing, 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 engeen van die artikels in paragraaf (i) genoem nie;

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

„skeringtoetse.” 'n werknemer wat die sterkte en reëlmagheid van garing met 'n masjien toets.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit geag dat hy in dié klas is waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. WERKURE EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie meer as onderstaande wees nie—

(a) 46 in 'n week; en

(b) in die geval van 'n werknemer wat 'n sesdagweek werk, agt uur op 'n dag, tensy die ure op een dag nie meer as vyf uur is nie, in watter geval die ure op die ander dae nie meer as 8½ uur op 'n dag mag wees nie; en

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

(d) die gewone werkure van 'n los werknemer mag hoogstens die volgende wees:—

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

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

(2) *Etensonderbrekings.*—'n Werkgewer mag nie vereis of toelaat dat sy werknemer op 'n dag langer as vyf uur, ononderbroke werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en dié onderbreking mag nie as deel van die gewone werkure of oortydure gereken word nie; met dién verstande dat—

(a) as dié onderbreking langer as een uur duur, elke tydperk bo 1½ uur as gewone werkure gereken moet word;

(b) werktidperke onderbreek deur 'n pouse van minder as een uur as onderbroke gereken moet word.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy inrigting in diens is, uitgesonderd 'n motorvoertuigdrywer, 'n deeltydse motorvoertuigdrywer, 'n bode of 'n ketelbediener, 'n ruspouse van minstens 10 minute toestaan gedurende die eerste gedeelte van die werknemers se werkperiode en gedurende die tweede gedeelte van die werknemers se werkperiode op enige dag.

Die tye wanneer sulke ruspouses geneem moet word, moet aan die werkgewer oorgelaat word, en hy kan die pouses so reël dat die personeel om die beurt werk, ten einde voortdurende werking van die fabrieksprosesse moontlik te maak terwyl sommige van die werknemers hulle ruspouse neem. Gedurende hierdie ruspouse moet die werknemer nie verplig of toegelaat word om enige werk te verrig nie, en sodanige pouse moet as deel van die gewone werkure beskou word.

(4) *Werkure moet aaneenlopend wees.*—Behalwe soos bepaal in subklousules (2) en (3) van hierdie klousule moet alle werkure aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat meer as die getal ure gewerk word wat ten opsigte van 'n dag of 'n week in subklousule (1) van hierdie klousule voorgeskryf word, word as oortyd beskou en daarvoor word betaal soos gestipuleer in subklousule (7) van hierdie klousule.

(6) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week: Provided that no employer shall require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than sixty days in the year;
- (e) to work overtime after completion of her ordinary hours of work for more than one 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 two shillings in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(7) *Payment of Overtime.*—Any employee who in any week works overtime shall for each hour or part of an hour of overtime so worked in the aggregate in that week be paid not less than the amount set out hereunder according to the ordinary weekly remuneration prescribed in sub-clause (1) of clause 7 for such employee:—

Prescribed Ordinary Weekly Remuneration.	Hourly Overtime Rate.
£ s. d.	s. d.
2 12 6.....	1 4 $\frac{3}{4}$
2 14 0.....	1 5 $\frac{1}{4}$
2 15 6.....	1 5 $\frac{3}{4}$
2 17 0.....	1 6 $\frac{1}{4}$
2 18 0.....	1 6 $\frac{3}{4}$
2 18 6.....	1 6 $\frac{3}{4}$
3 0 0.....	1 7
3 1 0.....	1 7 $\frac{1}{4}$
3 2 0.....	1 7 $\frac{3}{4}$
3 3 0.....	1 8
3 4 0.....	1 8 $\frac{1}{4}$
3 5 0.....	1 8 $\frac{3}{4}$
3 7 0.....	1 9 $\frac{1}{4}$
3 10 0.....	1 10 $\frac{1}{4}$
3 12 0.....	1 11
3 15 0.....	2 0
4 0 0.....	2 1 $\frac{1}{4}$

Provided that where the ordinary weekly remuneration of an employee exceeds that prescribed in sub-clause (1) of clause 7 for an employee of his class and experience the hourly overtime rate of such employee shall be, calculated to the nearest farthing, one-and-a-third times his weekly wage divided by 46 plus his cost-of-living allowance divided by 46.

(8) *Exemptions.*—The provisions of sub-clauses (2), (3), (4) and (6) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery or by other unforeseen emergency.

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 one 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 three consecutive weeks annual leave as follows:—

- (a) Twelve ordinary working days on full pay and cost of living allowance in the case of an employee who normally works on five days per week or fifteen ordinary working days on full pay and cost of living allowance in the case of an employee who normally works on six 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 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 one day.

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

(6) *Beperking van oortyd.*—'n Werkgewer mag nie sy werknemer verplig of toelaat om langer as tien uur oortyd in enige week te werk nie: Met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) na eenuur nm. of meer as vyf dae in enige week te werk nie;
- (c) om langer as twee uur oortyd op enige dag of op meer as drie agtereenvolgende dae te werk nie;
- (d) op meer as 60 dae in enige jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure vir langer as 1 uur oortyd op enige dag te werk nie, tensy hy—
 - (i) sodanige werknemer vóór middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n voldoende ete vóór die aanvang van sodanige oortyd voorsien het; of
 - (iii) sodanige werknemer twee sjielings betyds betaal het om haar in staat te stel om 'n ete te bekom voordat sodanige oortyd moet begin.

(7) *Betaling vir oortyd.*—Enige werknemer wat in enige week oortyd werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk altesaam minstens die bedrag betaal word wat hieronder uiteengesit word volgens die gewone weeklikse besoldiging voorgeskryf in subklousule (1) van klousule 7 vir sodanige werknemer.

Voorgeskrewe gewone weeklikse besoldiging.	Oortyduurskaal.
£ s. d.	s. d.
2 12 6.....	1 4 $\frac{3}{4}$
2 14 0.....	1 5 $\frac{1}{4}$
2 15 6.....	1 5 $\frac{3}{4}$
2 17 0.....	1 6 $\frac{1}{4}$
2 18 0.....	1 6 $\frac{3}{4}$
2 18 6.....	1 6 $\frac{3}{4}$
3 0 0.....	1 7
3 1 0.....	1 7 $\frac{1}{4}$
3 2 0.....	1 7 $\frac{3}{4}$
3 3 0.....	1 8
3 4 0.....	1 8 $\frac{1}{4}$
3 5 0.....	1 8 $\frac{3}{4}$
3 7 0.....	1 9 $\frac{1}{4}$
3 10 0.....	1 10 $\frac{1}{4}$
3 12 0.....	1 11
3 15 0.....	2 0
4 0 0.....	2 1 $\frac{1}{4}$

Met dien verstande dat waar die gewone weeklikse besoldiging van 'n werknemer dié oorskry wat in subklousule (1) van klousule 7 vir 'n werknemer van sy klas en ondervinding voorgeskryf word, die oortyduurskaal van sodanige werknemer, bereken tot die naaste kwartpennie, een en 'n derde keer sy weekloon gedeel deur 46, plus lewenskostoelae gedeel deur 46 moet wees.

(8) *Vrystellings.*—Die bepalinge van subklousules (2), (3), (4) en (6) is nie van toepassing op 'n manlike werknemer wat besig is met werk wat genoodsaak is deur 'n onklaarraking van installasie of masjinerie of deur ander onverwagte gebeurlikhede nie.

5. JAARLIKSE VERLOF.

(1) *Jaarlikse verlof.*—(i) Elke werknemer wat op die laaste dag waarop hy sy verlof kan begin, ten minste een 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 drie opeenvolgende weke jaarlikse verlof toegestaan, soos volg:—

- (a) Twaalf gewone werkdae met volle besoldiging en lewenskostoelae in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of vyftien gewone werkdae met volle besoldiging en lewenskostoelae in die geval van 'n werknemer wat gewoonlik ses dae per week werk.
- (b) Kersdag, Tweede Kersdag en Nuwejaarsdag as besoldigde openbare vakansiedae ingevolge klousule 6 (1) van hierdie Ooreenkom.
- (c) Wanneer Geloftegedag binne die jaarlikse verloftydperk val, word dit ook as 'n openbare vakansiedag beskou en die jaarlikse verloftydperk word sodoende met een dag verleng.

Met dien verstande dat vir die toepassing van subklousule (i) hierbo, mits die werkgewer en werknemer instem dat sodanige jaarlikse verlof gedurende 'n ander tydperk geneem kan word, sodanige verlof binne twee maande van die voltooiing van 'n jaar diens toegestaan word, en met dié verdere voorbehoud dat indien Hemelvaartsdag binne die tydperk sou val waarop sodanig ooreengekom is, sodanige dag by die verlof gevoeg moet word wat aan die werkgewer toegestaan word.

(ii) Any employee who on the 15th December of any year has not completed twelve 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 one-fifth of a week's pay (including cost of living allowance) in the case of an employee who normally works on five days per week, or five twenty-fourths of a week's pay (including cost of living allowance) in the case of an employee who normally works on six 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 Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to one-fifth of a week's pay plus cost of living allowance in the case of an employee who normally works on five days per week or one-sixth of a week's pay plus cost of living allowance in the case of an employee who normally works on six days per week.

(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 15th December of the previous year or from the date of engagement, whichever is the shorter period, one-fifth of a week's pay (including cost of living allowance) in the case of an employee who normally works on five days per week, or five twenty-fourths of a week's pay (including cost of living allowance) in the case of an employee who normally works on six days per week.

(2) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of sub-clause (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of sub-clause (1) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him his ordinary rate of remuneration shall, for the purpose of this clause be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

For the purpose of this sub-clause, remuneration shall include any wage incentive bonus paid to the employees affected, calculated as follows:—

(a) Where a group incentive scheme is in operation, the employees in each group shall receive in respect of the annual leave period due to them in addition to their wages and cost of living allowances a bonus calculated on the average weekly wage incentive bonuses earned by the group concerned during the preceding twelve months;

(b) in the case of a wage incentive scheme applying to an individual employee, the bonus in respect of the annual leave period due to him shall be calculated on the average weekly or monthly incentive bonus earned by such employee during the months of September, October and November immediately preceding the period of leave in question.

(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 the Factories, Machinery and Building Work Act, 1941, been granted leave of absence on full pay, became entitled to such leave in terms of such Act;

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 sub-clause (1); or

(b) undergoes military training; or

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

(d) 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 an establishment and no employer shall require or permit any female to work in his establishment during

(ii) Enige werknemer wat op die 15de Desember van enige jaar nog nie twaalf maande ononderbroke diens by sy werkgever voltooi het nie, en wie se diens nie beëindig is nie, word die volgende betaal:—

(a) Vir elke maand voltooide diens in daardie jaar 'n bedrag gelykstaande aan een vyfde van 'n week se besoldiging (met inbegrip van lewenskostoelae) in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of vyf vier-en-twintigstes van 'n week se besoldiging (met inbegrip van lewenskostoelae) in die geval van 'n werknemer wat gewoonlik ses dae per week werk, plus;

(b) vir enige van die volgende openbare vakansiedae wat binne die periode val waartydens die inrigting vir die jaarlikse vakansietydperk gesluit is: Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag, 'n bedrag gelykstaande met een vyfde van 'n week se betaling plus lewenskostoelae in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of een sesde van 'n week se besoldiging plus lewenskostoelae in die geval van 'n werknemer wat gewoonlik ses dae per week werk.

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

Ten opsigte van elke maand voltooide diens bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, watter ook die kortste tydperk is, een vyfde van 'n week se besoldiging (met inbegrip van lewenskostoelae) in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of vyf vier-en-twintigstes van 'n week se besoldiging (met inbegrip van lewenskostoelae) in die geval van 'n werknemer wat gewoonlik ses dae per week werk.

(2) *Betaling vir Verlof.*—Die werkgever moet aan sy werknemer aan wie verlof ingevolge subklousule (1) hiervan toegestaan is, sy besoldiging ten opsigte van verlof nie later as die laaste werkdag voor die aanvang van die genoemde tydperk betaal nie, en enige bedrag wat ingevolge subklousule (1) aan 'n werknemer betaal is, word bereken volgens die skaal van besoldiging wat die werknemer ontvang het net voor die datum waarop sy verlof in werking getree het of sy diens beëindig is, soos die geval mag wees, en wanneer 'n werknemer op 'n ander basis as dié in ooreenstemming met die tyd wat hy werklik gewerk het, betaal word, moet sy gewone besoldigingskaal vir die doeleinde van hierdie artikel bereken word asof hy per uur betaal word en dit word op enige datum bepaal deur sy totale besoldiging gedurende die drie maande wat daardie datum onmiddellik voorafgegaan het, of gedurende die totale dienstydker by die betrokke werkgever, watter ookal die kortste is, deur die getal ure te deel wat gedurende die tydperk gewerk is ten opsigte waarvan sodanige besoldiging betaal is.

Vir die toepassing van hierdie subklousule moet besoldiging enige loonaansporingsbonus insluit wat aan die betrokke werknemers betaal is en as volg bereken is:—

(a) Waar 'n groeponsporingskema in werking is, moet die werknemers in elke groep ten opsigte van die jaarlikse verlof aan hulle verskuldig, afgesien van hulle lone en lewenskostoelae, 'n bonus ontvang wat bereken is op die gemiddelde weeklikse loonaanpassingsbonus verdien deur die betrokke groep gedurende die voorafgaande twaalf maande;

(b) in die geval van 'n loonaansporingskema wat van toepassing is op 'n individuele werknemer, moet die bonus ten opsigte van die jaarlikse tydperk van verlof aan hom verskuldig, bereken word op die gemiddelde weeklikse en maandelikse aansporingsbonus verdien deur so 'n werknemer gedurende die maande September, Oktober en November wat die verloftydperk onder bespreking onmiddellik voorafgaan.

(3) Vir die toepassing van hierdie klousule moet dit beskou word dat diens begin vanaf—

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

(b) die datum waarop 'n werknemer wat in ooreenstemming met die bepalings van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verlof of afwesigheid met volle besoldiging toegestaan is, op sodanige verlof geregtig word ingevolge sodanige Wet; watter ook al die jongste datum is.

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

(5) Enige tydperk waartydens 'n werknemer—

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

(b) militêre opleiding meemaak; of

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

(d) of vir enige tydperk ten opsigte waarvan hy op betaling kragtens klousule 10 geregtig is, afwesig is van werk weens siekte of omrede die feit dat geen vrou in 'n inrigting mag werk en geen werkgever enige vrou mag versoek of toelaat om in sy inrigting te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar

the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of the eight weeks after birth, the provisions of this paragraph shall cease to apply as from the date fixed by the Inspector of Factories;

shall be deemed to be employment for the purpose of sub-clauses (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 three consecutive days, if the employee, not being an employee referred to in sub-paragraph (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 twelve months of employment, which is in excess of thirty 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 or absence referred to in sub-paragraph (i).

(6) For the purposes of this clause remuneration shall include any additional cost of living allowance prescribed in terms of clause 7 and/or any additional amount in wages in excess of those wages specified in clause 7 (1) which the employee is receiving.

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, 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) *Payment for Work on Public Holidays.*—Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmas Day or Boxing Day, his employer shall pay to him—

- (a) in the case of an employee remunerated according to time worked other than a casual employee, in addition to the amount referred to in sub-clause (1), the weekly wage which he was receiving immediately before such public holiday, divided by his ordinary hours of work per week, 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 sub-clause (1), his daily wage divided by 8 in respect of each hour or part of an hour worked on 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 sub-clause (1), the weekly piece-work rates agreed upon by the employer and the employee in terms of sub-clause (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 sub-clause shall be calculated at the rate of remuneration which the employee was receiving immediately before such public holiday became due.

(3) *Payment for Work on Sundays.*—Whenever an employee, other than a casual employee works on a Sunday, his employer shall either—

- (a) pay to him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or
- (b) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on each Sunday, and grant to him within seven days of such Sunday, one day's holiday and pay to him in respect thereof not less than the rate of his ordinary wages as if he had on such holiday worked his ordinary working hours for that day of the week;
- (c) whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed for an employee of his class.

(4) For the purposes of sub-clauses (2) and (3) of this clause "wage" means the ordinary weekly remuneration as prescribed in sub-clause (1) of clause 7 and, where an employee immediately prior to such public holiday or Sunday was in receipt of a weekly remuneration higher than that prescribed in the said clause for an employee of his class and experience, it means such higher remuneration.

bevalling 'n aanvang neem en agt weke na die geboorte ten einde loop nie; indien die kind dood gebore word of binne agt weke na die geboorte sterf, is die bepaling van hierdie paragraaf nie meer van toepassing met ingang van die datum wat deur die Inspekteur van Fabriek vasgestel word nie;

sal as diens beskou word vir die toepassing van subklousules (1) en (2), met die voorbehoud dat—

- (i) die bepaling van paragraaf (d) nie van toepassing sal wees ten opsigte van enige tydperk van afwesigheid weens siekte op meer as drie agtereenvolgende dae nie, indien die werknemer wat nie 'n werknemer is wat in subparagraaf (ii) genoem word nie, in gebreke bly om, na 'n versoek van die werkgever om sodanige sertifikaat, 'n sertifikaat deur 'n geregistreerde mediese praktisyn aan die werkgever voor te lê dat hy deur siekte verhoed is om sy werk te doen, of ten opsigte van daardie gedeelte of enige totale tydperk van afwesigheid gedurende enige twaalf maande diens, wat meer is as dertig dae;
- (ii) 'n werknemer wie se werkgever ingevolge enige wet van die Parlement versoek word om voorsiening te maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beser is, nie versoek word om 'n sertifikaat deur 'n geregistreerde mediese praktisyn ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem, in te dien nie.

(6) Vir die toepassing van hierdie artikel moet besoldiging enige bykomende lewenskostetoelae voorgeskryf ingevolge klousule 7 en/of enige bykomende bedrag in lone meer as daardie lone wat in klousule 7 (1) gespesifiseer is wat die werknemer ontvang het, insluit.

6. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer moet geregtig wees op, en moet verlof toegestaan word op Nuwejaarsdag, Goëe Vrydag, Hemelvaartdag, 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 'n werknemer versoek mag word om op so 'n dag te werk, tensy enige sodanige dag binne die bestek van sy jaarlikse verloftyd val.

(2) *Betaling vir werk op openbare vakansiedae.*—Wanneer 'n werknemer op Nuwejaarsdag, Goëe Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Tweede Kersdag werk, moet sy werkgever hom soos volg betaal:—

- (a) In die geval van 'n werknemer besoldig volgens die tyd gewerk, uitgesonderd 'n los werknemer, benewens die bedrag in subklousule (1) genoem, die weeklikse loon wat hy ontvang het net voor sodanige openbare vakansiedag, gedeel deur sy gewone werkure per week, ten opsigte van elke uur of deel 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 ten opsigte van elke uur of gedeelte van 'n uur op so 'n dag gewerk; en
- (c) in die geval van 'n werknemer besoldig volgens die hoeveelheid of omvang van gedane werk, benewens die bedrag genoem in subklousule (1), die weeklikse stuk-werkskaal waarvoor die werkgever en die werknemer ooreengekom het ingevolge subklousule (6) van klousule 7, gedeel deur sy gewone werkure per week, ten opsigte van elke uur of gedeelte van 'n uur op sodanige dag gewerk;
- (d) enige bedrag ingevolge paragrawe (a), (b) en (c) van hierdie subklousule aan 'n werknemer betaal, moet bereken word volgens die skaal van besoldiging wat die werknemer ontvang het net voor sodanige openbare vakansiedag.

(3) *Besoldiging vir werk op Sondag.*—As 'n werknemer, uitgesonderd 'n los werknemer, op Sondag werk, moet sy werkgever hom—

- (a) of minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk;
- (b) of vir elke uur of gedeelte van 'n uur aldus gewerk minstens een en een-derde maal sy gewone loon betaal ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae na dié Sondag een dag verlof toestaan en hom daarvoor betaal teen minstens sy gewone loon, asof hy op die verlofdag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het;
- (c) as 'n los werknemer op Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat vir 'n werknemer van sy klas voorgeskryf is.

(4) Vir die toepassing van subklousule (2) en (3) van hierdie klousule beteken „loon" die gewone weeklikse besoldiging soos voorgeskryf in subklousule (1) van klousule 7 en, waar 'n werknemer net voor sodanige openbare vakansiedag of Sondag 'n hoër weeklikse besoldiging ontvang het as dié voorgeskryf in genoemde klousule vir 'n werknemer van sy klas en ondervinding, beteken dit sodanige hoër betaling.

7. WAGES AND OTHER EARNINGS AND PAYMENT OF REMUNERATION.

(1) No employer in the industry shall pay, and no employee shall accept wages and cost of living allowance less than specified in this sub-clause, as follows:—

7. LONE EN ANDER VERDIENSTES EN BETALINGS VAN BESOLDIGING.

(1) Geen werkgewer in die nywerheid mag lone en lewenskoste-toelaes van minder as in hierdie subklousule gespesifiseer nie en geen werknemer moet, sodanige lone of lewenskostetoelaes anders aanvaar nie, as die volgende:—

	Wage per Week. £ s. d.	C.O.L.A. per Week. £ s. d.	Ordinary To tal Remunera- tion per Week £ s. d.
Grade G employee—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
Thereafter.....	1 15 6	0 18 6	2 14 0
Grade F employee, unqualified—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
During second three months of experience.....	1 17 3	0 18 3	2 15 6
Grade F employee, qualified.....	1 18 9	0 19 3	2 18 0
Grade E employee, unqualified—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
During second three months of experience.....	1 17 3	0 18 3	2 15 6
During third three months of experience.....	1 18 9	0 18 3	2 17 0
During fourth three months of experience.....	2 0 0	0 18 6	2 18 6
Grade E employee, qualified.....	2 0 0	1 1 0	3 1 0
Grade D employee, unqualified—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
During second three months of experience.....	1 17 3	0 18 3	2 15 6
During third three months of experience.....	1 18 9	0 18 3	2 17 0
During fourth three months of experience.....	2 0 0	0 18 6	2 18 6
During fifth three months of experience.....	2 0 0	1 0 0	3 0 0
Grade D employee, qualified.....	2 1 3	1 1 9	3 3 0
Grade C employee, unqualified—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
During second three months of experience.....	1 17 3	0 18 3	2 15 6
During third three months of experience.....	1 18 9	0 18 3	2 17 0
During fourth three months of experience.....	2 0 0	0 18 6	2 18 6
During fifth three months of experience.....	2 0 0	1 0 0	3 0 0
During sixth three months of experience.....	2 1 3	1 0 9	3 2 0
Grade C employee, qualified.....	2 3 3	1 1 9	3 5 0
Grade B employee, unqualified—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
During second three months of experience.....	1 17 3	0 18 3	2 15 6
During third three months of experience.....	1 18 9	0 18 3	2 17 0
During fourth three months of experience.....	2 0 0	0 18 6	2 18 6
During fifth three months of experience.....	2 0 0	1 0 0	3 0 0
During sixth three months of experience.....	2 1 3	1 0 9	3 2 0
During seventh three months of experience.....	2 3 3	1 0 9	3 4 0
During eighth three months of experience.....	2 5 0	1 2 0	3 7 0
Grade B employee, qualified.....	2 8 9	1 3 3	3 12 0
Grade A employee, unqualified—			
During first three months of experience.....	1 15 0	0 17 6	2 12 6
During second three months of experience.....	1 17 3	0 18 3	2 15 6
During third three months of experience.....	1 18 9	0 18 3	2 17 0
During fourth three months of experience.....	2 0 0	0 18 6	2 18 6
During fifth three months of experience.....	2 0 0	1 0 0	3 0 0
During sixth three months of experience.....	2 1 3	1 0 9	3 2 0
During seventh three months of experience.....	2 3 3	1 0 9	2 4 0
During eighth three months of experience.....	2 5 0	1 2 0	3 7 0
During ninth three months of experience.....	2 7 9	1 2 3	3 10 0
During tenth three months of experience.....	2 10 3	1 4 9	3 15 0
Grade A employee, qualified.....	2 14 3	1 5 9	4 0 0

	Loon per week. £ s. d.	Lewenskoste- toelaes per week. £ s. d.	Gewone to- tale betalin- g per week. £ s. d.
Graad G-werknemer, ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Daarna.....	1 15 6	0 18 6	2 14 0
Graad F-werknemer, gekwalifiseer.....	1 15 6	0 18 6	2 14 0
Graad F-werknemer, ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Gedurende tweede drie maande ondervinding.....	1 17 3	0 18 3	2 15 6
Graad F-werknemer, gekwalifiseer.....	1 18 9	0 19 3	2 18 0
Graad E-werknemer, ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Gedurende tweede drie maande ondervinding.....	1 17 3	0 18 3	2 15 6
Gedurende derde drie maande ondervinding.....	1 18 9	0 18 3	2 17 0
Gedurende vierde drie maande ondervinding.....	2 0 0	0 18 6	2 18 6
Graad E-werknemer, gekwalifiseer.....	2 0 0	1 1 0	3 1 0
Graad D-werknemer, ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Gedurende tweede drie maande ondervinding.....	1 17 3	0 18 3	2 15 6
Gedurende derde drie maande ondervinding.....	1 18 9	0 18 3	2 17 0
Gedurende vierde drie maande ondervinding.....	2 0 0	0 18 6	2 18 6
Gedurende vyfde drie maande ondervinding.....	2 0 0	1 0 0	3 0 0

	Loon per week. £ s. d.	Lewenskoste- toelae per week. £ s. d.	Gewone totale betaling per week. £ s. d.
Graad D-werknemer gekwalifiseer.....	2 1 3	1 1 9	3 3 0
Graad C-werknemer ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Gedurende tweede drie maande ondervinding.....	1 17 3	0 18 3	2 15 6
Gedurende derde drie maande ondervinding.....	1 18 9	0 18 3	2 17 0
Gedurende vierde drie maande ondervinding.....	2 0 0	0 18 6	2 18 6
Gedurende vyfde drie maande ondervinding.....	2 0 0	1 0 0	3 0 0
Gedurende sesde drie maande ondervinding.....	2 1 3	1 0 9	3 2 0
Graad C-werknemer gekwalifiseer.....	2 3 3	1 1 9	3 5 0
Graad B-werknemer ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Gedurende tweede drie maande ondervinding.....	1 17 3	0 18 3	2 15 6
Gedurende derde drie maande ondervinding.....	1 18 9	0 18 3	2 17 0
Gedurende vierde drie maande ondervinding.....	2 0 0	0 18 6	2 18 6
Gedurende vyfde drie maande ondervinding.....	2 0 0	1 0 0	3 0 0
Gedurende sesde drie maande ondervinding.....	2 1 3	1 0 9	3 2 0
Gedurende sewende drie maande ondervinding.....	2 3 3	1 0 9	3 4 0
Gedurende agtste drie maande ondervinding.....	2 5 0	1 2 0	3 7 0
Graad B-werknemer, gekwalifiseer.....	2 8 9	1 3 3	3 12 0
Graad A-werknemer, ongekwalifiseer—			
Gedurende eerste drie maande ondervinding.....	1 15 0	0 17 6	2 12 6
Gedurende tweede drie maande ondervinding.....	1 17 3	0 18 3	2 15 6
Gedurende derde drie maande ondervinding.....	1 18 9	0 18 3	2 17 0
Gedurende vierde drie maande ondervinding.....	2 0 0	0 18 6	2 18 6
Gedurende vyfde drie maande ondervinding.....	2 0 0	1 0 0	3 0 0
Gedurende sesde drie maande ondervinding.....	2 1 3	1 0 9	3 2 0
Gedurende sewende drie maande ondervinding.....	2 3 3	1 0 9	3 4 0
Gedurende agtste drie maande ondervinding.....	2 5 0	1 2 0	3 7 0
Gedurende negende drie maande ondervinding.....	2 7 9	1 2 3	3 10 0
Gedurende tiende drie maande ondervinding.....	2 10 3	1 4 9	3 15 0
Graad A-werknemer, gekwalifiseer.....	2 14 3	1 5 9	4 0 0

provided—

- (i) that where the statutory cost of living allowance exceeds that prescribed in this sub-clause such prescribed allowance shall be increased to an amount not less than the statutory allowance;
- (ii) that for the purposes of this sub-clause the words "statutory cost of living allowance" mean the allowance payable in terms of War Measure No. 43 of 1942, as amended, and as construed in terms of section two of the War Measure Continuation Act, 1948, and paragraph (b) of section two of the War Measure Continuation Act, 1950.

(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 plus cost of living allowance prescribed for an employee performing the same class of work as the casual employee in the area concerned 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 receive not less than one-fifth of the weekly wage plus cost of living allowance 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 date 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 employee, who on any day is required or permitted to perform work in two or more occupations for which different weekly wages are prescribed, shall for the whole of such day be paid wages not less than one forty-sixth of the highest of such wages in respect of each hour worked; provided that where the sole difference between classes is in terms of sub-clause (1) of this clause based on experience, sex or age, the provisions of this sub-clause shall not apply.

(5) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 7 of this Agreement, paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) of this clause for an employee of his class.

(6) *Piece-work and Wage Incentives.*—(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.

met dien verstande—

- (i) dat waar die wetlik voorgeskrewe lewenskostetoelae dié oorskry wat in hierdie subartikel voorgeskryf word, sodanige voorgeskrewe toelae vermeerder moet word tot 'n bedrag minstens gelykstaande aan die wetlike voorgeskrewe toelae;
- (ii) dat vir die toepassing van hierdie subklousule die woorde „wetlik voorgeskrewe lewenskostetoelae” die toelae beteken wat betaalbaar is ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos uitgelê ooreenkomstig artikel twee van die Wet op die Voortsetting van Oorlogsmaatreël, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950.

(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 in die betrokke gebied ten opsigte van elke dag of deel van 'n dag diens; met dien verstande dat in die geval van werksorte ten opsigte waarvan 'n stygende loonskaal voorgeskryf is, 'n los werknemer minstens een vyfde van die weekloon plus lewenskostetoelae waarop hy as 'n weeklikse werknemer in die werk en gebied geregtig sou gewees het, moet ontvang.

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

(4) *Differensiële loon.*—'n Werknemer wat op enige dag versoek of toegelaat word om enige werk in twee of meer bedrywe, waarvoor verskillende weeklikse lone voorgeskryf is, te verrig, moet vir so 'n dag as 'n geheel minstens een ses-en-veertigste van die hoogste van sodanige lone betaal word ten opsigte van elke uur gewerk; met dien verstande dat waar die enigste verskil tussen klasse ingevolge subklousule (1) van hierdie klousule op ondervinding, geslag of ouderdom gebaseer is, die bepalinge van hierdie subklousule nie van toepassing is nie.

(5) *Berekening van maandlone.*—As die loon verskuldig aan 'n werknemer ingevolge klousule 7 van hierdie Ooreenkoms maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen die skaal van vier en 'n derde maal die loon voorgeskryf in subklousule (1) van hierdie afdeling vir 'n werknemer van sy klas.

(6) *Stukwerk en loonaansporingswerk.*—(a) 'n Werknemer mag in diens geneem word teen stukwerkskaal waarvoor die werkgever en werknemer onderling ooreengekom het, maar sodanige besoldiging moet ten opsigte van enige week nie minder wees as die weeklikse tydskaal, met dien verstande dat waar 'n werknemer eensakke gestaaf deur 'n doktersertifikaat, masjinerie wat onklaar raak, die viering van 'n openbare vakansiedag, of die werking van jaarlikse verlof, nie 'n werkweek voltooi nie, stukwerkskaal op 'n daaglikse basis bereken moet word.

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

(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 sub-clause (1) an employee shall in respect of each night shift worked in any week be paid an additional cost of living allowance set out hereunder:—

Employees' Weekly Wage.	Additional Allowance for Night Shift Worked.
	s. d.
From £1. 15s. 0d. to £2. 0s. 0d.	0 9
From £2. 0s. 1d. to £2. 2s. 6d.	0 10
From £2. 2s. 7d. to £2. 5s. 6d.	0 11
From £2. 5s. 1d. to £2. 10s. 0d.	1 0
From £2. 10s. 1d. to £2. 15s. 0d.	1 1
From £2. 15s. 1d. to £3. 0s. 0d.	1 3
From £3. 0s. 1d. to £3. 10s. 0d.	1 5
From £3. 10s. 1d. to £4. 0s. 0d.	1 7

(8) *Attendance Allowance.*—An employee, who in any week works the number of hours he is required by his employer to work, shall in addition to any other remuneration prescribed in this clause be paid an additional cost of living allowance of one shilling.

(9) *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 sub-clause (4) and in clauses 8 and 9 an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 or less.

8. 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) An employee other than a casual employee shall in respect of each week be paid the remuneration due to him not later than five working days in a 5-day week and six working days in a 6-day week after termination of the usual working week. 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 the 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 be paid his remuneration during his working hours and any period in excess of 15 minutes which elapses between the termination of the normal hours of work or hours of overtime and the time when payment is made to him, shall for the purpose of calculating extra remuneration be deemed to be overtime rates as prescribed in clause 4 (7) shall be paid to him by his employer.

(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) Whenever the hours of work of an employee are reduced on account of short-time, the employer may, in respect of each hour of such short-time, deduct from the employee's wage an amount equal to one forty-sixth of his weekly wage if a time-worker and if a piece-worker an amount equal to one forty-sixth of the weekly wage to which he would have been entitled if he had been employed as a time-worker; provided that not less than two hours' notice shall be given to an employee before the

(c) Waar 'n loonaansporingskema in werking is en die getal werkdae in enige week weens masjinerie wat onklaar raak, die viering van 'n openbare vakansiedag, of die werking van jaarlikse verlof, in enige inrigting verminder word, moet 'n pro rata vermindering gemaak word in die minimum produksiepeil vereis ingevolge die loonaansporingskema in werking in die betrokke inrigting, en die werknemers wat daardeur geraak word, moet vir sodanige week in aanmerking kom vir aansporingsbonusse op die minimum produksiesyfers wat in verhouding verminder is.

(d) Die werkgewer moet binne 30 dae vanaf die toepassing van 'n loonaansporingskema die Vakvereniging in kennis stel van die werksaamhede en/of grade van die betrokke werknemers en die skale waarvoor daar besluit is, en moet daarna die Vakvereniging van enige toevoeging of verandering in hierdie verband in kennis stel. Die Vakvereniging moet verder 'n geleentheid gegee word om die skale en enige veranderinge of toevoegings daartoe met die betrokke werkgewer te bespreek. Daarbenewens moet 'n tabel van suike skale wat van tyd tot tyd op die fabriek van toepassing is, op 'n opvallende plek in die inrigting opgeplak word, en dit moet nie verander word nie, behalwe na een week kennisgewing.

(7) *Nagskofbesoldiging.*—Afgesien van lone voorgeskryf in subklousule (1) moet 'n werknemer ten opsigte van elke nagskof wat in enige week gewerk is, 'n bykomende lewenskostetoelae betaal word soos hieronder uiteengesit:—

Werknemer se weekloon.	Bykomende toelae vir nagskof gewerk.
	s. d.
Van £1. 15s. 0d. tot £2. 0s. 0d.....	0 9
Van £2. 0s. 1d. tot £2. 2s. 6d.....	0 10
Van £2. 2s. 7d. tot £2. 5s. 0d.....	0 11
Van £2. 5s. 1d. tot £2. 10s. 0d.....	1 0
Van £2. 10s. 1d. tot £2. 15s. 0d.....	1 1
Van £2. 15s. 1d. tot £3. 0s. 0d.....	1 3
Van £3. 0s. 1d. tot £3. 10s. 0d.....	1 5
Van £3. 10s. 1d. tot £4. 0s. 0d.....	1 7

(8) *Bywoningstoelae.*—'n Werknemer wat in enige week die getal ure werk wat hy deur sy werkgewer vereis word om te werk, moet benewens enige ander besoldiging voorgeskryf in hierdie klousule 'n bykomende lewenskostetoelae van een sjieling betaal word.

(9) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens soos bepaal in subklousule (4) en in klousules 8 en 9, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon voorgeskryf by subklousule (1) vir 'n werknemer van sy klas ontvang, of hy ook al 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 verskuldig en moet weekliks of by beëindiging van diens, indien dit voor die werklike betaaldag van die werknemer plaasvind, in kontant betaal word, met dien verstande dat alle betalings in 'n koevert of ander houer vervat is wat die werkgewer en werknemer se name, die werknemer se ambag, die getal gewone en oortydure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betalings gemaak is, aantoon. Hierdie inligting mag in die alternatief op 'n strokie wat aan die betaalkoevert geheg is, verstrekk word.

(2) 'n Werknemer, uitgesonderd 'n los werknemer, moet ten opsigte van elke week die besoldiging aan hom verskuldig nie later as vyf werkdae in 'n vyfdagweek en ses werkdae in 'n sesdagweek, na die beëindiging van die gewone werkweek, betaal word nie. Los werknemers moet onmiddellik by beëindiging van hulle diens betaal word, met dien verstande dat alle betalings in 'n koevert of ander houer wat die werkgewer en werknemer se name, die werknemer se ambag, die getal gewone en oortydure gewerk, besoldiging verskuldig, die datum van indiensneming en die datum van ontslag verstrekk, bevat moet word.

(3) 'n Werknemer se besoldiging moet gedurende sy werkure aan hom betaal word en enige tydperk van langer as 15 minute wat verstryk tussen die beëindiging van die gewone oortydure en die tyd wanneer hy sy betaling ontvang, moet vir die toepassing van die berekening van ekstra besoldiging, as oortydskale soos voorgeskryf in klousule 4 (7), beskou, en deur die werkgewer aan hom betaal word.

(4) Van geen werknemer mag as deel van sy kontrak van indiensneming vereis word om by sy werkgewer te eet of te loseer of by enige plek wat deur hom aangewys word, of om enige goedere by hom of by enige winkel deur hom aangewys, te koop nie.

(5) Geen betaling moet gemaak word aan of aangeneem word deur 'n werkgewer, hetsy direk of indirek, ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

(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 met een ses-en-veertigste van sy werknemer se weeklikse loon aftrek indien hy 'n tydwerker is, en indien 'n stukwerker, 'n bedrag gelykstaande met een ses-en-veertigste van die weeklikse loon waarop hy geregtig sou gewees het indien hy as 'n tydwerker in diens geneem is, sou diens verstande dat minstens twee uur kennis aan 'n werknemer gegee moet word voor die aanvang van enige korttyd, en waar daar in gebreke gebly is om sodanige kennis te gee, is 'n

commencement of any period of short time and failing the giving of such notice an employee shall be entitled to receive in lieu thereof two forty-sixths of the weekly wage to which he would have been entitled whether employed as a time-worker or as a piece-worker to perform the same class of work during the said period.

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:—

- With the written consent of the employee, deductions may be made for holiday, sick, insurance, provident, pensions or other funds.
- 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 two or more shop stewards of his establishment to collect subscriptions at his establishment on pay day.
- 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.
- 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.
	s. d.	£ s. d.
Board.....	3 0	0 13 0
Lodging.....	2 0	0 8 8
Board and Lodging.....	5 0	1 1 8

- A deduction of any amount paid by an employer on behalf of his employee which he is compelled to pay by any law or legal process.
- The deduction permitted under clause 8 (6) in respect of short time.
- The deduction permitted under clause 11 (4) in respect of protective clothing not surrendered on termination of service or on reasonable demand.
- Where by reason of the fact that no exemption has been granted from the provisions of sub-clauses (2) and (6) (a) of clause 4 less than 46 hours is worked per week, a deduction proportionate to the number of hours by which the 46 hours is reduced may be made.
- Contributions to the Council Funds in terms of clause 17 of this agreement.

10. SICK LEAVE AND SICK FUND.

(A) Magisterial Area of Worcester.

(i) *Establishment of Sick Benefit Fund.*—The establishment is hereby continued of the Sick Benefit Fund originally established under Government Notice No. 1570 dated the 24th 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 payment of benefits to employees during periods of absence from work due to sickness.

The Fund shall consist of—

- contributions paid into the Fund in accordance with this Agreement;
- interest derived from the investment of any moneys of the Fund;
- 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 also be the secretary of the Fund, shall also be appointed by the committee.

(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, 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 sum of sixpence.

werknemer geregtig daarop om in plaas daarvan twee ses-en-veertigstes van die weeklikse loon waarop hy geregtig sou gewees het, te ontvang, of hy ook al as 'n tydwerker of as 'n stukwerker in diens geneem is om dieselfde klas werk gedurende die genoemde periode te verrig.

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, behalwe die volgende:—

- Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, siekte-, versekerings-, voorsorg-, pensioen-, of ander fondse.
- Die werkgewer mag, by ontvangs van 'n werknemer soos gedefinieer in die Wet, van 'n getekende aftrekorder wat deur die betrokke werkgewer goedgekeur moet word, elke week van die besoldiging van sodanige werknemer die bedrag van sy bydrae tot die vakvereniging aftrek en sodanige geld aan die sekretaris van die tak van sodanige vakvereniging aan die adres genoem in die aftrekorder stuur, op of voor die 15de dag van elke maand; waar 'n werkgewer nie instem met sulke aftrekkings deur middel van aftrekorders nie, moet hy redelike fasiliteite aan die erkende werkwinkelverteenvoerder of volgens die oordeel van die bestuur, twee of meer werkwinkelverteenvoerders van sy inrigting verskaf om op betaaldag bydraes in te samel.
- Behoudens 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.
- As 'n werknemer toestem of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, verplig is om losies en/of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

	Per week.	Per maand.
	s. d.	£ s. d.
Ete	3 0	0 13 0
Inwoning	2 0	0 8 8
Ete en inwoning	5 0	1 1 8

- 'n Aftrekking van enige bedrag wat ten behoeve van sy werknemer deur 'n werkgewer betaal is wat hy by wet of regsdinging verplig is om te betaal.
- Die aftrekking toegelaat kragtens klousule 8 (6) ten opsigte van korttyd.
- Die aftrekking toegelaat kragtens klousule 11 (4) ten opsigte van beskermende klere wat nie by diensbeëindiging of redelike bevel teruggegee word nie.
- Waar daar minder as 46 uur per week gewerk word as gevolg van die feit dat geen vrystelling van die bepaling van subklousules (2) en (6) (a) van klousule 4 toegestaan is nie, kan 'n aftrekking in verhouding tot die getal ure waarmee die 46 ure verminder is, gemaak word.
- Bydraes tot die Raadfondse ingevolge klousule 17 van hierdie Ooreenkoms.

10. SIEKTEVERLOF EN SIEKEFONDS.

(A) Landdrosdistrik Worcester.

(i) *Stigting van Siektebystandfonds.*—Hierby word die Siektebystandfonds wat oorspronklik gestig is by Goewermentskennisgewing No. 1570 gedateer 24 Oktober 1958, en bekend as die „Heksrivierse Tekstielsekefons“, hieronder „die Fonds“ genoem, voortgesit. Die doel van die Fonds is om voorsiening te maak vir die betaling van bystand aan werknemers gedurende tydperke van afwesigheid van werk weens siekte.

Die Fonds bestaan uit—

- bydraes wat by die Fonds inbetaal is in ooreenstemming met hierdie Ooreenkoms;
- rente verkry uit die belegging van ander geld van die Fonds;
- enige ander bedrae waarop die Fonds geregtig mag word.

(ii) *Administrasie van die Fonds.*—Die Fonds sal volgens en in ooreenstemming met die reëls van genoemde Fonds, soos goedgekeur deur die Raad, deur 'n bestuurskomitee, hierna „die Komitee“ genoem, aangestel deur die Raad op 'n behoorlik saamgestelde vergadering van die Raad en bestaande uit drie elk van die werkgewers en werknemers se verteenwoordigers op die Raad, die voorsitter en ondervoorsitter van die Raad as *ex officio* lede, geadmistreer word. 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 ook die sekretaris van die Fonds is, word ook deur die komitee aangestel.

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

(iv) *Bydraes tot die Fonds en opgawes wat verstrek moet word.*—(a) Vir die toepassing van die Fonds moet die werkgewer van die loon van elkeen van sy werknemers, hierna die „bydraers“ genoem, vir wie lone in die Raad se Ooreenkoms voorgeskryf is, en wat gedurende enige week gewerk het, afgesien van die tyd wat gewerk is, 'n sikspens aftrek.

(b) To the amount so deducted the employer shall in each cash 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 these rules, 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) *Contributor's Identification Card*.—Upon receipt of the first 13 weekly payment to the Fund in respect of any contributor, the secretary of the Fund shall allocate a Fund number to such contributor, and prepare a contributor's identification card showing—

- (a) name of the Fund;
- (b) full name of the contributor;
- (c) the Fund number of such contributor;
- (d) the date from which the contributor is entitled to benefits in terms of the rules of the Fund;
- (e) the period of validity of the card.

The contributor cards shall thereafter be given to the employer for handing over to the contributors.

(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 treasurer of the Fund, duly authorised thereto by the management committee—any two signatures to suffice.

The management committee may deposit any surplus money the Fund may have into a savings bank or building society 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 and 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 30th June and 31st December respectively, and a balance sheet and statement reflecting the income and expenditure of the Fund for the respective 6 monthly periods 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 £500.

(vii) *Sick Pay and Benefits*.—In respect of absence from work in excess of three consecutive days, duly supported by a medical certificate, the benefits shall be paid to contributors to the Fund at the rate of £1 per week; provided their applications comply with the rules; and provided that these benefits shall be paid for a period not exceeding 4 weeks during any calendar year, or, in the case of the initial calendar year of membership of the Fund, a pro rata period.

For the purpose of payment of benefits "sickness" shall mean any illness, affliction or disease, which is (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, and (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941; provided that—

- (a) no benefits will be paid in respect of any absence of three days or less;
- (b) each applicant for benefit shall have contributed to the Fund for a period of not less than 26 weeks (provided that this shall not apply to persons in the employ of the employer as at 30th June, 1955, and who are still so employed as at the date of coming into operation of the Fund);
- (c) benefits shall not be accumulative and no contributor shall in any cycle of any calendar year, calculated from the 1st May, be paid benefits for a longer period than that prescribed in this sub-clause;
- (d) pregnancy and/or any sickness arising therefrom is not an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund;
- (e) 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 must again contribute to the Fund for a period of twenty-six weeks before any benefits can be claimed.

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

(c) Die totale bedrag wat maandeliks deur die werkgewer aangestuur word en sy bydraes en die aftrekkings van sy werknemers gemaak, verteenwoordig, moet in die geval van die eerste betaling deur die werkgewer ingevolge hierdie reëls vergesel word van 'n spesiale vorm verskaf deur die Raad wat die volgende weergee:—

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

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

(v) *Bydraer se identifikasiekaart*.—By ontvangs van die eerste 13 weeklikse betalings aan die Fonds ten opsigte van enige bydraer, moet die sekretaris van die Fonds 'n fondsnummer aan sodanige bydraer uitreik, en 'n bydraersidentifikasiekaart wat die volgende aantoon, opstel:—

- (a) Naam van die Fonds;
- (b) volle naam van die bydraer;
- (c) die Fondsnummer van sodanige bydraer;
- (d) die datum van wanneer die bydraer geregtig is op bystand ingevolge die reëls van die Fonds;
- (e) die geldigheidsduur van die kaart.

Die bydraerskaarte moet daarna aan die werkgewer gegee word om aan die bydraers oorhandig te word.

(vi) *Finansies*.—Alle geld deur die Raad ontvang, moet gestort word in 'n bankrekening geopen onder die naam van die „Heksrivierse Tekstielsekiefonds“.

Uittrekkings uit die Fonds moet 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 handtekeninge sal voldoende wees—gemaak word.

Die bestuurskomitee mag enige surplus ge'd wat die Fonds mag hê in 'n spaarbank of bougenootskap belê en die rente wat op sodanige beleggings oploop, moet in die Fonds inbetal word.

Alle administratiewe koste moet op die Fonds se rekening geplaas word.

Die bestuurskomitee moet 'n ouditeur wat 'n geregistreerde openbare rekenmeester moet wees, vir die Fonds aanstel en sy besoldiking, wat uit die Fonds uitbetal moet word, vasstel.

Die rekenings van die Fonds moet halfjaarlik vir onderskeidelik die tydperke geëindig 30 Junie en 31 Desember, geouditeer word, en 'n balansstaat en opgawe wat die inkomste en uitgawe van die Fonds vir die onderskeie 6 maandelikse tydperke weergee, moet voorberei word.

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

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

Uitbetalings moet gestaak word sodra die bedrag in die krediet van die Fonds onderkant £500 daal.

(vii) *Siektebetaling en bystand*.—Ten opsigte van afwesigheid van werk vir langer as drie agtereenvolgende dae, behoorlik gestaaf deur 'n doktersertifikaat, moet die bystand aan bydraers tot die Fonds betaal word teen die koers van £1 per week, mits hulle aansoek in ooreenstemming met die reëls is; en met dien verstande dat hierdie bystand betaal moet word vir 'n tydperk wat nie 4 weke oorskry nie, gedurende enige kalenderjaar, of, in die geval van die eerste kalenderjaar van lidmaatskap van die Fonds, 'n pro rata tydperk.

Vir die toepassing van betalings en bystand beteken „siekte“ enige ongesteldheid, kwelling of kwaal wat (i) nie toegeskryf kan word aan wangedrag of oormatige gebruik van sterk drank of verdovingsmiddels nie, en (ii) nie 'n ongeluk, ongesteldheid of kwaal is ten opsigte waarvan vergoeding betaalbaar is ingevolge die Ongevalwet, 1941, nie; met dien verstande dat—

- (a) geen bystand betaal word ten opsigte van enige afwesigheid van drie dae of minder nie;
- (b) elke applikant om bystand vir 'n tydperk van minstens 26 weke tot die Fonds bygedra het (met dien verstande dat dit nie van toepassing is op persone in diens van 'n werkgewer op 30 Junie 1955 en wat nog sodanig in diens is op die datum waarop die Fonds in werking getree het nie);
- (c) bystand is nie oploopbaar nie en geen bydraer word in enige kringloop van een kalenderjaar, bereken vanaf die 1ste Mei, bystand betaal vir 'n langer tydperk as dié voorgeskryf in hierdie subartikel nie;
- (d) swangerskap en/of enige ongesteldheid wat daaruit voortspruit, is nie 'n „siekte“ vir die doel van bystand nie en slegs een besoek aan die dokter sal op koste van die Fonds toegelaat word;
- (e) indien 'n bydraer sy betrekking in die Nywerheid laat vaar ten einde 'n betrekking buite die Nywerheid te aanvaar, gee hy alle aanspraak op die Fonds prys. Indien sodanige bydraer weer tot die Nywerheid sou toetree, moet hy weer eens vir 'n tydperk van ses-en-twintig weke tot die Fonds bydra alvorens enige bystand geëis kan word.

(viii) *Medical Attention and Pharmaceutical Benefits.*—(a) A list of medical officers and/or chemists appointed by the management committee from time to time shall be made known to contributors, who shall be entitled to attention by the fund doctor of their choice in respect of the full period of 4 weeks in any calendar year, provided that where a contributor is entitled to benefits in respect of only a portion of the calendar year, the period of 10 weeks shall be reduced pro rata.

(b) The contributor's 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 calendar year, so that fund doctors and/or chemists may, by reference to the card, ascertain whether the contributor is entitled to treatment or pharmaceutical supplies, as the case may be, at the expense of the Fund.

(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, dentistry, and optical services.

(e) In the case of Pharmaceutical supplies, the committee shall be responsible for payments up to £2 in any calendar year and such payments shall only be in respect of medicines supplied by chemists appointed by the management committee on prescriptions issued by a panel doctor. Where the panel doctor dispenses his own medicines, these shall also count for the purposes of reimbursement.

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

(b) In the event of 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 Minister from employers or employees in the industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (x) of clause 10 (A) of this Agreement and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(x) Upon liquidation of the Fund in terms of paragraph (a) of sub-clause (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.

(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 Workmen'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—

(a) in the case of a five-day week establishment, not less than one-fifth of the weekly remuneration which he was receiving immediately before the date of such leave;

(b) in the case of a six-day week establishment, not less than one-sixth of the weekly remuneration he was receiving immediately before the date of such leave;

Provided that an employer may require his employee to produce a medical certificate from a registered medical practitioner in respect of any absence in proof of such sickness or accident.

(viii) *Mediese sorg en artsenykundige bystand.*—(a) 'n Lys van mediese beamptes en/of aptekers aangestel deur die bestuurskomitee moet van tyd tot tyd aan die bydraers bekendgemaak word, wat geregtig is op sorg deur die Fondsdokter van hulle keuse ten opsigte van die totale tydperk van 4 weke in enige kalenderjaar; met dien verstande dat waar 'n bydraer geregtig is op bystand ten opsigte van slegs 'n gedeelte van die kalenderjaar, die tydperk van 10 weke pro rata verminder word.

(b) Die bydraer se identifikasiekaart moet altyd aan die sekretaris getoon word wanneer siektebetaling geëis word en moet deur die sekretaris geëndosseer word wanneer bystand in enige kalenderjaar ten volle uitbetaal is, sodat fondsdokters en/of aptekers deur verwysing na die kaart kan vasstel of die bydraer geregtig is op behandeling of artsenykundige voorrade, na gelang van die geval, op koste aan die Fonds.

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

Die komitee behou die reg voor om enige applikant te verplig om ondersoek of herondersoek te word en verslag oor gelewer te word deur die mediese praktisyn te enige tyd waartydens sodanige applikant siektetystand ontvang en versuim en weëring aan die kant van enige sodanige bydraer om sodanige mediese ondersoek toe te laat, maak die bydraer onderhewig daaraan om enige verdere siektetystand ontnem te word.

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

Verloskunde, snykunde, hospitalisasie, tandheelkundige en oogkundige dienste.

(e) In die geval van artsenykundige voorrade is die komitee verantwoordelik vir betalings tot £2 in enige kalenderjaar en sulke betalings sal slegs wees ten opsigte van medisyne voorsien deur aptekers aangestel deur die bestuurskomitee op voorskrifte uitgereik deur 'n paneeldokter. Waar die paneeldokter sy eie medisyne voorberei, kom dit ook in aanmerking vir uitbetaling.

(ix) *Ontbinding.*—(a) In die geval van die verstryking van hierdie ooreenkoms deur verloop van tyd of verstryking weens enige ander rede, gaan die bestuurskomitee voort om die Fonds te administreer totdat dit of gelikwiderd word of deur die Raad na enige ander fonds gestig vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is, oorgeplaas 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 bindend is, ingevolge artikel vier-entertig (2) van die Wet, gaan die bestuurskomitee voort om die Fonds te administreer en die lede van die komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word as lede daarvan beskou vir sodanige toepassing; met dien verstande, egter, dat enige vakature wat op die komitee voorkom, deur die Minister gevul kan word uit werkgewers of werknemers in die Nywerheid, soos die geval mag wees, ten einde gelykheid van werkgewers en werknemersvertegenwoordigers en plaasvervangers in die lidmaatskap van die komitee te verseker. In 'n geval waar so 'n komitee nie in staat, of onwilliglik is om sy pligte te vervul of 'n doelpunt bereik word wat die administrasie van die fonds onprakties en onwenslik maak volgens die Minister se mening, kan hy 'n kurator of kurators aanstel om die pligte van die komitee te vervul en wat oor al die magte van die komitee vir sodanige toepassing beskik. By die verstryking van hierdie Ooreenkoms word die Fonds op die wyse uiteengesit in subklousule (x) van klousule 10 (A) van hierdie Ooreenkoms gelikwiderd en indien die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwiderd en sy bates verdeel is, word die res van die Fonds soos in artikel vier-entertig (4) van die Wet voor voorsiening gemaak, verdeel asof dit deel uitgemaak het van die algemene fondse van die Raad.

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

(B) Ander gebiede.

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

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

(b) 'n ongeluk wat binne die bepalinge van die Ongevallewet, 1941, val;

is geregtig op, en moet altesaam twee weke siekteverlof toegestaan word in enige jaar diens en moet ten opsigte van elke werkdag daarvan soos volg betaal word:—

(a) In die geval van 'n inrigting wat vyf dae per week werk, minstens een vyfde van die weeklikse besoldiging wat hy ontvang het onmiddellik voor die datum van sodanige verlof.

(b) In die geval van 'n inrigting wat ses dae per week werk, minstens een sesde van die weeklikse besoldiging wat hy ontvang het onmiddellik voor die datum van sodanige verlof.

Met dien verstande dat die werkgewer sy werknemer mag verplig om 'n doktersertifikaat van 'n geregistreerde mediese praktisyn te toon ten opsigte van enige afwesigheid as bewys van sodanige siekte of ongeluk.

(ii) For the purposes of this clause, the expression "employment" 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 out of which Fund an employee is, in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two 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. 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 Worsteds 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, Noble comb minder.

(b) *Aprons*.—Assembly winding, waste sorters, drawframe operator, ring spinning, twistors and doublers.
[Subject to approval by the inspector of factories (engineering).]

(4) Every employee to whom any article of protective clothing has been issued shall be held personally liable for the safe-keeping 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 twenty-four hours notice during the first three months of employment and thereafter not less than one 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 twenty-four hours notice, the weekly wage at such termination divided by six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week;

(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 one week.

(2) When an agreement is entered into in terms of the second proviso to paragraph (b) of sub-clause (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 sub-clause (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; or

(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) (vii) 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:—

(ii) Vir die toepassing van hierdie klousule het die uitdrukking „dieselfde werkgewer” en „diens” dieselfde betekenis as in klousule 5 (5).

(iii) Siekteverlof en jaarlikse verlof moet nie saamval nie; met dien verstande dat waar daar in enige fabriek as gevolg van 'n ooreenkoms tussen die werkgewer en sy werknemers of tussen 'n werkgewer en 'n behoorlik geregistreerde vakvereniging, 'n siektebystandfonds bestaan of gestig kan word waarby die werkgewer ten opsigte van elk 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 gedurende 'n afwesigheid of afwesighede van werk as gevolg van siekte of 'n ongeluk (behalwe 'n ongeluk wat ingevolge die Ongevallewet 1941, vergoedbaar is) geregtig is om in enige jaar gemiddeld minstens 'n bedrag gelykstaande met sy volle loon vir twee weke ten opsigte van sodanige afwesigheid of afwesighede te ontvang, in omstandighede wat wesenlik nie minder gunstig vir die werknemer is as hierdie bepaling nie, is die bepalings van hierdie artikel nie van toepassing nie.

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 tekstielnywerheid geproduseer word, geskikte handskoene vir die beskerming van die hande van sodanige werknemer verskaf.

(3) Ingeval die dra van beskermende klere voorgeskryf word ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, moet sodanige klere deur die werkgewer kosteloos aan die werknemer verskaf word.

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 ambagte:—

(a) *Oorpakke*.—Ketelbediener, stoker, kaardafstroper, slyper, olieman en smeeder, Noble-kambediener.

(b) *Voorskote*.—Montasiewikkelaar, afvalsorteerder, afdunmasjienbediener, ringspinner, draaiers en twyners.
[Onderworpe aan goedkeuring deur die inspekteur van fabriek (ingenieurswese).]

(4) Elke werknemer aan wie enige 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 beëindiging van diens of binne 'n redelike tydperk nadat die prys terug geëis 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 vier-en-twintig uur en daarna minstens een week skriftelik kennis gee van sy voorneme om die kontrak van indiensneming te beëindig, of in plaas daarvan minstens die volgende betaal of verbeur:—

(a) In die geval van vier-en-twintig uur kennis, die weeklikse loon by sodanige beëindiging gedeel deur ses in die geval van 'n werknemer wat 'n sesdagweek werk, en vyf in die geval van 'n werknemer wat 'n vyfdagweek werk;

(b) in die geval van 'n week se kennisgewing, minstens die weeklikse loon 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 kontrak van indiensneming sonder kennisgewing om enige rede wat deur die wet as voldoende erken word, te beëindig;

(ii) enige 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 een week.

(2) As 'n ooreenkoms aangegaan word ingevolge die tweede voorbehoudsbepaling van paragraaf (b) van subklousule (1) is die betaling of verbeuring in plaas van kennisgewing in verhouding tot die tydperk van kennisgewing waar 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 kennis ook nie gegee moet word gedurende—

(a) 'n werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 5 nie;

(b) die werknemer se afwesigheid terwyl hy militêre opleiding ondergaan nie;

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

13. DIENSSERTIFIKAAT.

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

- (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) 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 threepence 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 5th day of August, 1959.

ARTHUR D. LEE, *Chairman.*

N. DANIELS, *Vice-Chairman.*

G. J. NEL, *Secretary.*

No. 2122.]

[24 December 1959.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

WORSTED TEXTILE INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Worsted Textile Industry (Cape), published under Government Notice No. 2121 of the 24th December, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

- (a) Naam van die werknemer voluit;
 (b) die bedryf waarin hy in diens was en die duur van sy diens in elke werksoort;
 (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 werkgever mag 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

15. VERTONING VAN OOREENKOMS.

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

16. VRYSTELLINGS.

(1) Die Raad kan vrystelling weens goeie en voldoende rede van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige werkgever of werknemer toestaan, en moet die voorwaardes en geldigheidsduur ten opsigte van elke vrystelling vasstel.

(2) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is, met vermelding van—

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

17. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 3d. per week van die verdienste van elkeen van sy werknemers aftrek vir wie lone in hierdie Ooreenkoms voorgeskryf is.

By die totaal van die bedrae aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag aan die Sekretaris van die Raad op of voor die vyftiende dag van die volgende maand stuur.

18. TOEPASSING.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van die Ooreenkoms en vir die leiding van werkgevers en werknemers mag hy menings uitspreek wat verenigbaar met die bepalings daarvan is.

19. AGENTE.

Die Raad moet een of meer persone as agente aanstel om behulpsaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Dié agente moet toegelaat word om persele binne te gaan, dié navrae te doen, dié stukke, boeke, loonstate, betaalboekjies en betaalkaartjies na te gaan en dié persone te ondervra wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

20. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

Elke werkgever moet aan sy werknemers wat 'n verteenwoordiger of plaasvervanger op die Raad is, alle redelike fasiliteite verleen om hulle pligte in verband met die werk van die Raad waar te neem.

Namens die Partye op hede die 5e dag van Augustus 1959 in Kaapstad onderteken.

ARTHUR D. LEE, *Voorzitter.*

N. DANIELS, *Ondervoorzitter.*

G. J. NEL, *Sekretaris.*

No. 2122.]

[24 Desember 1959.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

KAMSTOFTEKSTIELNYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Kamstoftekstielnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. 2121 van 24 Desember 1959, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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