



UNIE VAN SUIDAFRIKA
UNION OF SOUTH AFRICA

ANGLO AMERICAN CORPORATION

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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 76.] [15 Januarie 1960.

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

KAMSTOFTEKSTIELNYWERHEID.

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

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Kamstofvervaardigingsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van drie jaar bindend is vir die werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 14 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van drie jaar bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by of in genoemde Nywerheid in die gebied tans geokkupeer deur Fine Wool Products of South Africa Ltd., in die munisipale gebied Uitenhage; en
- (c) kragtens paragraaf (a) van subartikel (3) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 6 (a) en 6 (c) tot en met 14 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk van drie jaar in die gebied tans geokkupeer deur Fine Wool Products of South Africa Ltd., in die munisipale gebied Uitenhage *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerheid by dié werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 76.] [15 January 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

WORSTED TEXTILE MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour do hereby—

- (a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all 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 second Monday after the date of publication of this notice and for a period of three years, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 14 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for a period of three years, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry, in the area presently occupied by Fine Wool Products of South Africa Ltd., in the municipal area of Uitenhage; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the area presently occupied by Fine Wool Products of South Africa Ltd., in the municipal area of Uitenhage and from the second Monday after the date of publication of this notice and for a period of three years, the provisions of clauses 3 to 6 (a) (inclusive) and 6 (c) to 14 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employer upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADDOORENKOMS VIR DIE KAMSTOF-
TEKSTIELNYWERHEID.

OOREENKOMS

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

Textile Workers' Industrial Union (South Africa)

(hieronder die „werknemers” genoem), aan die een kant, en die

Fine Wool Products of South Africa, Limited

(hieronder die „werkgever” genoem), aan die ander kant.

1. BESTEK VAN TOEPASSING.

(A) Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgevers en werknemers in diens in die Kamstoftekstielywerheid wat lede van die vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskrif is.

(B) Die Ooreenkoms is van toepassing op die gebied deur die werkgever geokkuppeer en in die munisipale gebied van Uitenhage geleë.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid vasstel en bly van krag vir drie jaar vanaf daardie datum of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKEYINGS.

(1) Enige uitdrukking wat in hierdie Ooreenkoms voorkom en in die Wet omskrif is het dieselfde betekenis as in die Wet; enige verwysing na die Wet sluit enige wysiging van sodanige Wet in 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;

„optoller”, 'n werknemer wat 'n optolmasjien bedien;

„nawasbediener sonder 'n „strongbox”, 'n werknemer wat 'n

nawasmasjien, uitgesonderd 'n „strongbox”, bedien;

„nawasbediener met 'n „strongbox”, 'n werknemer wat 'n

nawasmasjien bedien met inbegrip van 'n „strongbox” wat

'n deel van die masjien is;

„oproller”, 'n werknemer wat die skering van die skering-

masjien verwyder en die skering aan die kettlingroller

vasst;

„nopster”, 'n werknemer wat knope, knoppe of vreemde

materiaal uit die stuk verwyder sonder om gate daarin te

maak en wat tange of skêre mag gebruik;

„afstryker en slyper”, 'n werknemer wat tande op kaard-

rollers afstryk, slyp, verwyder, skoonmaak en skerpmaak;

„kaardmasjienspiener”, 'n werknemer wat kaardmasjiene

bedien;

„los werknemer”, 'n werknemer wat vir hoogstens drie (3)

dae in enige week by dieselfde werkgever in diens is;

„kategorie B-werknemer”, 'n werknemer wat in een of meer

van die volgende hoedanighede of betrekkings in diens is:—

(1) Afstryker en slyper;

(2) kleedstofondersoeker;

(3) garingheelmaker;

„kategorie C-werknemer”, 'n werknemer wat in een of meer

van die volgende hoedanighede of betrekkings in diens is:—

(1) Kleedstofnasiener;

(2) kettinsteller;

„kategorie D-werknemer”, 'n werknemer wat in een of meer

van die volgende hoedanighede of betrekkings in diens is:—

(1) Nawasbediener met „strongbox”;

(2) oproller;

(3) kleedstofstopper;

(4) inryger;

(5) stukwerker;

(6) papper;

(7) kettingskeerder;

(8) kettingsknoper en -aanhenger;

(9) wever;

„kategorie E-werknemer”, 'n werknemer wat in een of meer

van die volgende hoedanighede of betrekkings in diens is:—

(1) Nawasbediener sonder „strongbox”;

(2) nopster;

(3) bediener van kleedstofafwerkmasjien;

(4) kamvoerman;

(5) afdunmasjienspiener;

(6) arbeider in die kleurafdeling;

(7) masjiensolieman en handlanger;

(8) afmeter;

(9) naaldstellerassistent of valkamsteller;

(10) ring- of kloppinner;

(11) kleedstofnasienerassistent;

„kategorie F-werknemer”, 'n werknemer wat in een of meer

van die volgende hoedanighede of betrekkings in diens is:—

(1) Optoller;

(2) kaardmasjienspiener;

(3) kleedkamerbediener;

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE
WORSTED TEXTILE MANUFACTURING INDUSTRY.

AGREEMENT

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

The Textile Workers' Industrial Union (South Africa)

of the one part (hereinafter referred to as “the employees”), and

Fine Wool Products of South Africa, Limited

(hereinafter referred to as “the employer”).

1. SCOPE OF APPLICATION.

(A) The terms of this Agreement shall be observed by the employer and by all the employees employed in the Worsteds Textile Manufacturing Industry, who are members of the trade union, and for whom wages are prescribed in this Agreement.

(B) The Agreement shall apply to the area occupied by the employer and situated in the Municipal Area of Uitenhage.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be determined by the Minister of Labour and shall remain in operation for three years from that date or for such period as may be determined by him.

3. DEFINITIONS.

(1) 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;

“assembly winder” means an employee who operates a winding machine;

“backwash operator without strongbox” means an employee

who operates a backwash machine excluding a strongbox;

“backwash operator with strongbox” means an employee who

operates a backwash machine including a strongbox which is

part of the machine;

“beamer” means an employee who removes the warp from the

warping machine and attaches the warp to the beam;

“burler” means an employee engaged in taking out knots,

lumps or burls from the piece without making holes in it

and may use tweezers or scissors;

“card stripper and grinder” means an employee who is

engaged in stripping, grinding, removing, cleaning and

sharpening needles on rollers;

“card tenter” means an employee engaged on minding card-

ing machines;

“casual employee” means an employee who is employed by

the employer on not more than three (3) days in any week;

“Category B employee” means an employee engaged in one

or more of the following capacities or occupations:—

(1) Card stripper and grinder;

(2) cloth checker;

(3) smash piecer;

“Category C employee” means an employee engaged in one

or more of the following capacities or occupations:—

(1) Backwash operator with strongbox;

(2) beamer;

(3) cloth mender;

(4) drawer-in;

(5) piece marker;

(6) sizer;

(7) warper;

(8) warp tyer and twister;

(9) weaver;

“Category E employee” means an employee engaged in one

or more of the following capacities or occupations:—

(1) Backwash operator without strongbox;

(2) burler;

(3) cloth finishing machine operator;

(4) comb minder;

(5) drawframe operator;

(6) dyehouse labourer;

(7) machine oiler and jobber;

(8) measurer;

(9) pin setter's assistant or faller dresser;

(10) ring or cap spinner;

(11) percher's assistant;

“Category F employee” means an employee engaged in one

or more of the following capacities or occupations:—

(1) Assembly winder;

(2) card tenter;

(3) cloakroom attendant;

- (4) kaastol-, keëltol-, boltol- of inslagtolopdraaiër;
- (5) valkambediener;
- (6) henkondersoeker;
- (7) bediener van enige masjien wat nie elders in hierdie Ooreenkoms gespesifiseer is nie;
- (8) merkmassjienbediener;
- (9) inbaker;
- (10) opdraaiër;
- (11) ring- of klokafhaler;
- (12) ring- of klokaanhegter;
- (13) magasynassistent;
- (14) afvalstof- of lapsorteerder;

„kategorie G-werknemer”, ’n werknemer wat in een of meer van die volgende hoedanighede of betrekkings in diens is:—

- (1) Persele, voertuie, gereedskap, meubels, werktuie, masjinerie, houers of ander artikels skoonmaak en/of was;
- (2) kiste of ander houers met toue of bande deur middel van ’n handmasjien toebind;
- (3) briewe, boodskappe of artikels te voet of per fiets, driewieler of handvoertuig aflewer;
- (4) goedere of ander los artikels op- of aflaai, optel, dra, beweeg of opstapel;
- (5) enige voertuie of trok wat met die hand beweeg word, stoot of trek;
- (6) tee of soortgelyke drankie maak;
- (7) goedere op ’n gestelde skaal weeg;
- (8) help by afleweringvoertuie, uitgesonderd dit bestuur of herstel;
- (9) klein tolle dra;
- (10) afval verwyder;
- (11) deure, vensters, boligte, kaste, sakke, bale, dromme of ander houers of pakkies oopmaak, verseël of toemaak;
- (12) tuinwerk (onder toesig plant, grawe, hark, gras sny, strooi, meng, water lei);
- (13) paaië of paadjies vee;
- (14) krane of kleppe onder die toesig van ’n werktuigkundige, toesighouer of masjienbediener oop- of toemaak;
- (15) ondersoekte herks in bondels van spesifieke hoeveelhede bind;
- (16) batterye vul;
- (17) wol baal en/of trok;
- (18) kambol en/of garing en/of kleedstof baal en/of pak en/of toedraai;
- (19) uitkamsels of ander goedere vir versending, vervoer, aflewering of opberging, bymekaarmaak en/of verpak;
- (20) sakke met die hand maak en/of heelmaak;

„kaastol-, keëltol-, boltol- of inslagtolopdraaiër”, ’n werknemer wat ’n kaastol-, keëltol-, boltol- of inslagtolmasjien bedien;

„kleedkamerbediener”, ’n werknemer wat die kleedkamers en/of waskamers en/of latrines bedien en wat sodanige persele skoonmaak en/of was;

„kleedstofondersoeker”, ’n werknemer wat onder toesig van ’n voorvrou die werk van die stoppers nagaan en wat foute met kryt merk en die stukke vir verbetering na die stoppers terugstuur;

„kleedstofstopper”, ’n werknemer wat gate stop wat in die materiaal deur knope veroorsaak is, drade inwerk wat met die weef uitgelaat is en ook enige dubbele drade uittrek;

„bediener van kleedstofafwerkmasjien”, ’n werknemer wat enige masjien in die afwerkafdeling bedien;

„kamvoerman”, ’n werknemer wat een of meer Noble-kamme of Franse kamme bedien;

„dag”, die tydperk van 24 uur bereken vanaf die tyd waarop die werknemer begin werk;

„inryger”, ’n werknemer wat drade deur hewels, rietkamme en valstopsetters in ’n sekere volgorde trek;

„afduunmasjienbediener”, ’n werknemer wat ’n afduunmasjien bedien;

„arbeider in die kleurafdeling”, ’n werknemer wat materiaal in die kleurtenks insit en, na die kleuring, die materiaal verwyder;

„noodwerk”, alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie sonder versuim gedoen moet word en dit omvat werk in verband met die oplaai en aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens, of voertuie wat deur ’n besteldiensaannemer gebruik word by die uitvoering van sy kontrak as sodanig, met die Suid-Afrikaanse Spoorweë aangegaan;

„irrigating”, enige perseel waarop of in verband waarmee een of meer werknemers in die Nywerheid in diens is;

„ondervinding”, uitgesonderd soos anders bepaal, die totale tydperk of tydperke diens, wat sodanige werknemer in sy besondere betrekking of aangewese werk in die Nywerheid, na gelang van die geval, gehad het;

„valkammassjienbediener”, ’n werknemer wat ’n valkammassjien bedien;

„henkondersoeker”, ’n werknemer wat henks breiwoel vir foute ondersoek;

„aansproingsbonus”, enige stelsel waarvolgens ’n deel van ’n werknemer se besoldiging bereken word op die kwantiteit en/of kwaliteit van die werk wat hy gedoen het;

„nywerheid”, die kamstoftekstielfnywerheid;

„merkmassjienbediener”, ’n werknemer wat ’n merkmassjien bedien;

„wet”, ook die gemene reg;

- (4) cheese, cone, ball or pirn winder;
- (5) gill box operator;
- (6) hank examiner;
- (7) operator of any machine not elsewhere specified in this Agreement;
- (8) labelling machine minder;
- (9) reacher-in;
- (10) reeler;
- (11) ring or cap doffer;
- (12) ring or cap twister;
- (13) stores assistant;
- (14) Waste or rag sorter;

“Category G employee” means an employee engaged in one or more of the following capacities or occupations:—

- (1) Cleaning and/or washing premises, vehicles, tools, furniture, utensils, implements, machinery, containers or other articles;
- (2) binding or strapping boxes or other containers by hand strapping machine;
- (3) delivering letters, messages, or articles on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (4) loading or unloading, lifting, carrying, moving or stacking goods or other movables;
- (5) pushing or pulling any manually propelled vehicles or truck;
- (6) making tea or similar beverages;
- (7) weighing goods to a set scale;
- (8) assisting on delivery vehicles other than driving or effecting repairs;
- (9) small bobbin carrying;
- (10) removing refuse;
- (11) opening, sealing or closing doors, windows, fanlights, boxes, bags, bales, drums or other containers or packages;
- (12) gardening work (planting under supervision, digging, raking, mowing, spreading, mixing, watering);
- (13) sweeping roads or paths;
- (14) opening or closing cocks or valves under the supervision of a mechanic, supervisor or machine operator;
- (15) bundling examined hanks into bundles of specified quantities;
- (16) filling batteries;
- (17) baling and/or trucking wool;
- (18) baling and/or packing and/or wrapping tops and/or yarn and/or cloth;
- (19) collecting and/or packing nails or other goods for despatch, transport, delivery or storage;
- (20) making and/or mending sacks by hand;

“cheese, cone, ball or pirn winder” means an employee who operates a cheese, cone, ball or pirn winding machine;

“cloakroom attendant” means an employee who is in charge of change-rooms and/or washrooms and/or lavatories and who cleans and/or washes such premises;

“cloth checker” means an employee who under the supervision of a forewoman is engaged in checking the work of the menders and who marks mistakes with chalk and returns pieces to menders for correction;

“cloth mender” means an employee who is engaged in mending holes in material caused by knots, putting in threads omitted in weaving and also in pulling out any double threads;

“cloth finishing machine operator” means an employee engaged in operating any machine in the Finishing Department;

“comb minder” means an employee engaged in operating one or more Noble Combs or French Combs;

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

“drawer-in” means an employee engaged in pulling threads through healds, reeds and drop wires in a certain order;

“drawframe operator” means an employee who operates a drawframe;

“dyehouse labourer” means an employee engaged in putting materials into dyeing tanks and removing the material after dyeing;

“emergency work” means any work which owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence, theft or breakdown of plant or machinery, must be done without delay and includes work connected with the loading and unloading of trucks or vehicles of the South African Railways and Harbours, or vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;

“establishment” means any premises 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 an employee has had in his particular occupation or designation in the Industry, as the case may be;

“Gill Box operator” means an employee who operates Gill Boxes;

“hank examiner” means an employee who examines hanks of knitting wool for faults;

“incentive bonus” means any system under which part of an employee’s remuneration is based upon the quantity and/or quality of work done;

“industry” means the Worsted Textile Manufacturing Industry;

“labelling machine minder” means an employee who operates a labelling machine;

“law” includes the common law;

"masjiënolieman en handlanger", 'n werknemer, uitgesonderd 'n werktuigkundige, wat verantwoordelik is vir die olie en smeer van masjiene en wat klein reparasies kan doen en van algemene hulp is vir die voorman;

"masjiën- of installasiebediener en/of oppasser", 'n werknemer wat 'n kragmasjiën bedien, oppas, aan die gang sit en stop en wat verstellings daaraan kan doen en/of die masjiën kan voer of daarvan afhaal; en die uitdrukking "n masjiën bediener of oppas" het 'n ooreenstemmende betekenis;

"afmeter", 'n werknemer wat die lengte van 'n stuk meet en die nommer van die kleedstof, die aantal jaarts in die stuk en die kwaliteit daarvan neerskryf;

"werktuigkundige", 'n geskoolde ambagsman of werksman;

"militêre opleiding", die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing sluit "die bestuur van 'n motorvoertuig" alle bestuurtydperke in asook enige tyd wat die werknemer aan werk in verband met die voertuig of die vrag bestee het en alle tydperke wanneer hy verplig is om op sy pos te bly, gereed om te bestuur;

"nagskof", enige werktydperk, uitgesonderd oortyd, waarvan die grootste gedeelte tussen die ure 8 nm. en 6 vm. val;

"kleedstofnasiener", 'n werknemer wat die kleedstof soos dit van die weefafdeling ontvang word, ondersoek vir swak plekke, uitgesonderd vreemde materiaal en stopplekke, deur dit gewoonlik oor 'n roller wat teenoor 'n goedverligte venster staan, te trek en wat swak plekke rapporteer, asook stukke meet;

"kleedstofnasienerassistent", 'n werknemer wat 'n kleedstofnasiener help;

"stukmerker", 'n werknemer wat die stukke merk vir die stoppers om te stop;

"naaldstellersassistent of valkamsteller", 'n werknemer wat tande in kam- en valkamdele opstel ter voorbereiding vir die soldering en reguit maak van valkamtande;

"inhaker", 'n werknemer wat die drade van 'n nuwe skering inhaak sodat die inryger dit kan inryg;

"opdraaier", 'n werknemer wat 'n haspelmasjiën bedien;

"ring- of klokafhaaler", 'n werknemer wat klaargemaakte pakkies afhaal, lêe tolle op spinnspille plaas en garing aanmekaar vasheg na die aanskakeling;

"ring- of klokspinner", 'n werknemer wat 'n ring- of klokspinnasjiën bedien;

"ring- of kloktwyner", 'n werknemer wat 'n ring- of klok-twynmasjiën bedien;

"korttyd", 'n tydelike vermindering in die getal gewone werkeure weens—

bedryfslapte;

'n tekort aan grondstowwe;

'n algemene onklaarraking van installasie of masjinerie veroorsaak deur 'n ongeval;

'n ander onvoorsiene noodtoestand;

"papper", 'n werknemer wat 'n papmasjiën bedien;

"garingheelmaker", 'n werknemer wat help met die heelmaak van gekoekte skering en wat ook help met die algemene toesig oor werkers in die weefafdeling;

"magasynman se assistent", 'n werknemer wat onder toesig voorrade of reserwedele op versoek hanteer;

"loon", daardie gedeelte van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ingevolge klousule 4 van die Ooreenkoms ten opsigte van die gewone werkeure, maar dit sluit nie aansporingsbonusse of lewenskostetoelae in nie;

"kettingskeerder", 'n werknemer wat 'n skeringmasjiën bedien;

"kettingrangskikker", 'n werknemer wat die kleurpatroon op die skeringmasjiën rangskik;

"kettingknoper en -aanhegger", 'n werknemer wat die drade van 'n nuwe skering aan die drade van die ou skering heg of die skeringdrade van 'n nuwe skering deur die heuwels in die vereiste volgorde trek;

"afvalstof- of lapsorteerder", 'n werknemer wat lappe of afvalstof sorteer;

"wag", 'n werknemer wat persele bewaak en die reg het om toegang te weier;

"wewer", 'n werknemer wat weefgetoue bedien; met dien verstande dat hy verplig kan word om na 15 maande ondervinding twee nie-outomatiese, vier nie-outomatiese weefgetoue met 'n kettingsstoptoestel, of agt heeltemal outomatiese weefgetoue te bedien;

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

(1) Die vervaardiging van kambol en/of uitkamsels met inbegrip van alle bykomende werksaamhede by sodanige vervaardiging;

(2) Die vervaardiging van kamgaring en/of kamstowwe met inbegrip van alle bykomende werksaamhede by sodanige vervaardiging;

"machine oiler and jobber" means an employee, other than a mechanic, who is responsible for the oiling and greasing of machines and who may carry minor repairs and generally assist the foreman;

"machine or plant operator and/or attendant" means an employee who operates, attends, starts and stops a power-driven 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;

"measurer" means an employee who measures the length of a piece and writes down the number of the cloth, number of yards in the piece and the quality thereof;

"mechanic" means a skilled artisan or tradesman;

"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 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;

"motor vehicle driver" means an employee engaged in driving a motor vehicle, and for the purpose of this definition;

"driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is required to remain at his post in readiness to drive;

"night shift" means any period of work, other than overtime, the major portion of which falls between the hours of 8 p.m. and 6 a.m.;

"percher" means an employee who examines cloth as received from the weaving department in order to detect flaws other than burls and mends, usually by pulling it over a roller facing a well-lighted window, and reports flaws, and measures pieces;

"percher's assistant" means an employee who assists a percher;

"piece marker" means an employee engaged in marking pieces for the menders to mend;

"pin setter's assistant or faller dresser" means an employee engaged in setting up pins in comb and gill segments in preparation for soldering and straightening faller pins;

"reacher-in" means an employee who reaches for the threads of a new warp so that the drawer-in may draw them through;

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

"ring or cap doffer" means an employee engaged in doffing finished packages, positioning empty bobbins on spindles and piecing breaks after the start up;

"ring or cap spinner" means an employee engaged in operating a ring or cap spinning frame;

"ring or cap twister" means an employee who operates a ring or cap twisting machine;

"short-time" means a temporary reduction in the number of ordinary hours of work due to—

slackness of trade;

shortage of raw materials;

a general breakdown of plant or machinery caused by accident;

other unforeseen emergency;

"sizer" means an employee who operates a sizing machine;

"smash piecer" means an employee who assists with the repair of warp smashes and who also assists in the general supervision of operatives in the weaving department;

"stores assistant" means an employee who under supervision handles stock or spare parts on request;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 of the Agreement in respect of the ordinary hours of work, but does not include incentive bonus earnings or cost of living allowances;

"warper" means an employee who is engaged in operating a warping machine;

"warp setter" means an employee who arranges the pattern of the colours of the warp;

"warp tyer and twister" means an employee who twists the threads of a new warp or to those of an old warp or draws warp threads of a new warp through the healds in required order;

"waste or rag sorter" means an employee who sorts rags or waste;

"watchman" means an employee who guards premises and who has authority to refuse admission;

"weaver" means an employee who operates looms; provided that he may be required, after completion of 15 months experience, to operate 2 non-automatic, 4 non-automatic fitted with warp stop motion, or 8 fully automatic looms;

"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;

(3) Die vervaardiging van wol- en/of gemengde garing en/of wol- of geweeftde kledstof en/of nuwe-produkte uit afvalstowwe of andersins met inbegrip van alle bykomende werksaamhede by sodanige vervaardiging, maar sluit nie die volgende in nie:—

- (i) Die vervaardiging of afwerking, in die geheel of gedeeltelik, van komberse en/of kombersstof en/of reisdekens en/of tjalies en/of smal band, breë band, seildoek of kafferlakengoed vir verkoop as sodanig.
- (ii) Die vervaardiging van enige garing, vir verkoop of op kommissie, wat as 'n enkel garing die volgende bevat:—
 - (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, meer as 4,000 jaarts op die Engelse pond (avoirdupois);
 - (b) in die geval van wol- of gemengde garing, meer as 2,500 jaarts op die Engelse pond (avoirdupois); tensy dit skriftelik bepaal is as 'n voorwaarde vir verkoop of produksie op kommissie dat sodanige garing nie gebruik mag word vir die vervaardiging van enige van die artikels in paragraaf (i) gespesifiseer nie.
- (iv) Die vervaardiging vir verkoop of op kommissie van enige materiaal of kledstof waaruit eenige van die artikels in paragraaf (i) gespesifiseer, gemaak kan word, tensy dit skriftelik bepaal is, as 'n voorwaarde vir verkoop of produksie op kommissie dat sodanige materiaal of kledstof nie vir die vervaardiging van enige van die artikels in paragraaf (i) gespesifiseer, gebruik mag word nie.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word daar geag dat hy in die klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat die werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is die volgende:—

	Per week. £ s. d.
Kategorie B-werknemer:—	
Gedurende die 1ste vier weke diens.....	1 0 0
Gedurende die 2de vier weke diens.....	1 2 6
Gedurende die 3de vier weke diens.....	1 6 0
Vanaf die 13de week tot die 6de maand diens.....	1 6 9
Vanaf die 7de maand tot die 9de maand diens.....	1 10 0
Vanaf die 10de maand tot die 12de maand diens.....	1 11 1
Vanaf die 13de maand tot die 15de maand diens.....	1 11 9
Vanaf die 16de maand tot die 18de maand diens.....	1 12 6
Vanaf die 19de maand tot die 21ste maand diens.....	1 15 0
Vanaf die 22ste maand tot die 24ste maand diens.....	1 16 0
Daarna.....	2 2 6
Kategorie C-werknemer:—	
Gedurende die 1ste vier weke diens.....	1 0 0
Gedurende die 2de vier weke diens.....	1 2 6
Gedurende die 3de vier weke diens.....	1 6 0
Vanaf die 13de week tot die 6de maand diens.....	1 6 9
Vanaf die 7de maand tot die 9de maand diens.....	1 10 0
Vanaf die 10de maand tot die 12de maand diens.....	1 11 1
Vanaf die 13de maand tot die 15de maand diens.....	1 11 6
Vanaf die 16de maand tot die 18de maand diens.....	1 12 9
Daarna.....	1 17 6
Kategorie D-werknemer:—	
Gedurende die 1ste vier weke diens.....	1 0 0
Gedurende die 2de vier weke diens.....	1 2 6
Gedurende die 3de vier weke diens.....	1 6 0
Vanaf die 13de week tot die 6de maand diens.....	1 6 9
Vanaf die 7de maand tot die 9de maand diens.....	1 10 0
Vanaf die 10de maand tot die 12de maand diens.....	1 11 1
Vanaf die 13de maand tot die 15de maand diens.....	1 11 9
Daarna.....	1 15 0
Kategorie E-werknemer:—	
Gedurende die 1ste vier weke diens.....	1 0 0
Gedurende die 2de vier weke diens.....	1 2 6
Gedurende die 3de vier weke diens.....	1 6 0
Vanaf die 13de week tot die 6de maand diens.....	1 6 9
Vanaf die 7de maand tot die 9de maand diens.....	1 10 0
Daarna.....	1 13 7
Kategorie F-werknemer:—	
Gedurende die 1ste vier weke diens.....	1 0 0
Gedurende die 2de vier weke diens.....	1 2 6
Gedurende die 3de vier weke diens.....	1 6 0
Vanaf die 13de week tot die 6de maand diens.....	1 6 9
Daarna.....	1 11 1
Kategorie G-werknemer:—	
18 jaar en ouer.....	1 10 1
Onder 18 jaar.....	1 3 6
Motorvoertuigbestuurder.....	3 0 1
Wag.....	1 17 6

(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 yarns, 2,500 yards or less to the English pound (avoirdupois);
- (iii) the manufacture of any yarn for sale, or on commission, as a single yarn contains—
 - (a) in the case of cotton yarn, over 4,000 yards to 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 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).

(2) In classifying an employee for the purpose of the Agreement he shall be deemed to be in the class in which he is wholly or mainly engaged.

4. REMUNERATION.

(1) The minimum wage which shall be paid by the employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

	Per Week. £ s. d.
Category B Employee:—	
During 1st four weeks of employment.....	1 0 0
During 2nd four weeks of employment.....	1 2 6
During 3rd four weeks of employment.....	1 6 0
From 13th week to the 6th month of employment.....	1 6 9
From 7th month to the 9th month of employment.....	1 10 0
From 10th month to the 12th month of employment.....	1 11 1
From 13th month to the 15th month of employment.....	1 11 9
From 16th month to the 18th month of employment.....	1 12 6
From 19th month to the 21st month of employment.....	1 15 0
From 22nd month to the 24th month of employment.....	1 16 0
Thereafter.....	2 2 6
Category C Employee:—	
During 1st four weeks of employment.....	1 0 0
During 2nd four weeks of employment.....	1 2 6
During 3rd four weeks of employment.....	1 6 0
From 13th week to the 6th month of employment.....	1 6 9
From 7th month to the 9th month of employment.....	1 10 0
From 10th month to the 12th month of employment.....	1 11 1
From 13th month to the 15th month of employment.....	1 11 9
From 16th month to the 18th month of employment.....	1 12 6
Thereafter.....	1 17 6
Category D Employee:—	
During 1st four weeks of employment.....	1 0 0
During 2nd four weeks of employment.....	1 2 6
During 3rd four weeks of employment.....	1 6 0
From 13th week to the 6th month of employment.....	1 6 9
From 7th month to the 9th month of employment.....	1 10 0
From 10th month to the 12th month of employment.....	1 11 1
From 13th month to the 15th month of employment.....	1 11 9
Thereafter.....	1 15 0
Category E Employee:—	
During 1st four weeks of employment.....	1 0 0
During 2nd four weeks of employment.....	1 2 6
During 3rd four weeks of employment.....	1 6 0
From 13th week to the 6th month of employment.....	1 6 9
From 7th month to the 9th month of employment.....	1 10 0
Thereafter.....	1 13 7
Category F Employee:—	
During 1st four weeks of employment.....	1 0 0
During 2nd four weeks of employment.....	1 2 6
During 3rd four weeks of employment.....	1 6 0
From 13th week to the 6th month of employment.....	1 6 9
Thereafter.....	1 11 1
Category G Employee:—	
18 years of age or over.....	1 10 1
Under 18 years of age.....	1 3 6
Motor vehicle driver.....	3 0 1
Watchman.....	1 17 6

(2) *Los werknemer.*—'n Los werknemer is geregtig op, en moet ten opsigte van elke dag of deel van 'n dag diens minstens een vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig, betaal word, met dien verstande dat indien hy in diens is in 'n betrekking ten opsigte waarvan 'n stygende loonskaal voorgeskryf is, 'n los werknemer ten opsigte van elke dag of deel van 'n dag diens, minstens die loon voorgeskryf vir 'n werknemer met dieselfde ondervinding as hy in sodanige betrekking, betaal moet word.

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

(4) *Lewenskostetoelae.*—(a) Benewens die lone in subklousules (1) en (2) van hierdie klousule voorgeskryf, is 'n werknemer geregtig op, en moet aan hom 'n lewenskostetoelae van minstens die relatiewe bedrag voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, betaal word.

(b) Benewens die lewenskostetoelae in paragraaf (a) van hierdie subklousule voorgeskryf, moet die werkgever aan elkeen van sy manlike werknemers in kategorieë E, F en G wat vir 'n ononderbroke tydperk sedert 12 Januarie 1953 in die betrokke kategorie by die werkgever in diens was, 'n bykomende lewenskostetoelae op die volgende skaal betaal:—

Kategorieë E en F.....	1s. 6d. per week.
Kategorie G.....	2s. 6d. per week.

(c) Benewens die lewenskostetoelae in paragraaf (a) en (b) van hierdie subklousule voorgeskryf, is 'n werknemer wat die hele tyd gedurende die voorgeskryfde werke van enige week werk, geregtig op en moet hy 'n bykomende lewenskostetoelae van 4s. 6d. (vier shillings en ses pennies) per week betaal word.

Met dien verstande dat afwesigheid van hoogstens een dag wat deur die werkgever toegestaan is, of te wyte is aan siekte of besering wat gestaaft word deur 'n sertifikaat van 'n mediese praktisyn ingevolge klousule 8, vir die toepassing van hierdie lewenskostetoelae as tyd gewerk, geag word.

(d) Benewens die lewenskostetoelae in paragraaf (a), (b) en (c) van hierdie subklousule voorgeskryf, is 'n werknemer wat vyf jaar ononderbroke diens by die werkgever voltooi het, of voor of na hierdie Ooreenkomst van krag geword het, geregtig op en moet aan hom 'n dienstoelae van 6d. (ses pennies) per week deur die werkgever betaal word.

Met dien verstande dat in die geval van vroulike werknemers goedgekeurde afwesigheid van hoogstens vier maande weens swangerskap vir die toepassing van hierdie paragraaf as ononderbroke diens geag moet word.

(e) Benewens die lewenskostetoelae in paragraaf (a), (b), (c) en (d) van hierdie subklousule voorgeskryf, is 'n werknemer wie se gewone werke in enige week vir die merendeel tussen 8-uur nm. en 6-uur vm. val, geregtig op, en moet hy 'n bykomende lewenskostetoelae betaal word bereken teen 10 persent van die lone voorgeskryf in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas.

(5) *Differensieël loon.*—'n Werknemer wat verplig of toegelaat word om vir langer as altesaam een uur op enige dag te werk, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas verrig waarvoor of—

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

in subklousule (1) voorgeskryf word, is geregtig op en moet ten opsigte van elke uur of deel van 'n uur aldus gewerk—

- (i) in die geval genoem in paragraaf (a), minstens een ses-en-veertigste van die hoër weekloon in subklousule (1) voorgeskryf, betaal word, en
- (ii) in die geval genoem in paragraaf (b), minstens een ses-en-veertigste van die hoogste weekloon in subklousule (1) voorgeskryf;

met dien verstande dat waar die verskil in klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom gegrond is, die bepalinge van hierdie subklousule nie van toepassing is nie.

(6) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens soos bepaal in subklousule (5) hiervan en in subklousules (1) en (6) van klousule 5, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon voorgeskryf in subklousule (1) hiervan vir 'n werknemer van sy klas, betaal word, ongeag of hy in daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 (1) of minder gewerk het.

(7) *Berekening van maandelone.*—Wanneer die loon wat aan 'n werknemer verskuldig is ingevolge klousule 5 (1) maandeliks betaal word, word die bedrag van sodanige loon bereken teen die skaal van vier en 'n derde keer die loon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepalinge van subklousule (3) van klousule 7 moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant betaal word, of indien die werkgever en werknemer skriftelik daartoe ooreengekom het, maandeliks, gedurende werke of binne 15 minute nadat werk gestaak is op die Vrydag wat volg op die end van die gewone werkweek van die fabriek, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag en dit moet in 'n kovert of ander houër wees of vergesel wees van 'n staat met die werkgever se naam, die werknemer se naam of betaalstaatsnommer,

(2) *Casual employee.*—A casual employee shall be entitled to and shall be paid in respect of each day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee performing the same class of work, provided that if he is employed in an occupation in respect of which a rising scale of wages is prescribed, a casual employee shall receive in respect of each day or part of a day of employment not less than the wages prescribed for an employee of his experience in such occupation.

(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 employer.

(4) *Cost of Living Allowance.*—(a) In addition to the wages prescribed in sub-clauses (1) and (2) of this clause, an employee shall be entitled to and shall be paid a cost of living allowance of not less than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time.

(b) In addition to the cost of living allowance prescribed in paragraph (a) of this sub-clause, the employer shall pay to each of his male employees in Categories E, F and G, who has been in the continuous employ, in the relevant category, of the employer since the 12th January, 1953, an additional cost of living allowance at the following rates:—

Categories E and F.....	1s. 6d. per week.
Category G.....	2s. 6d. per week.

(c) In addition to the cost of living allowances prescribed in paragraphs (a) and (b) of this sub-clause, an employee who attends work throughout the prescribed working hours of any week, shall be entitled to and shall be paid an additional cost of living allowance of 4s. 6d. (four shillings sixpence) per week.

Provided that absence to the maximum extent of one day, which has been authorised by the employer or alternatively has been due to illness or injury substantiated by a certificate from a medical practitioner in terms of clause 8, shall for the purpose of this cost of living allowance be regarded as time worked.

(d) In addition to the cost of living allowances prescribed in paragraphs (a), (b) and (c) of this sub-clause, an employee who has completed five years' continuous employment with the employer, whether before or after the coming into operation of this Agreement, shall be entitled to and shall be paid a service allowance of 6d. (sixpence) per week by the employer.

Provided that in the case of female employees approved absence not exceeding four months occasioned by pregnancy shall be deemed to be continuous service for purposes of this paragraph.

(e) In addition to the cost of living allowances prescribed in paragraphs (a), (b), (c) and (d) of this sub-clause, an employee, the major portion of whose ordinary hours of work in any week fall between the hours of 8 o'clock p.m. and 6 o'clock a.m., shall be entitled to and shall be paid an additional cost of living allowance calculated at 10 per cent of the wages prescribed in sub-clause (1) of this clause for an employee of his class.

(5) *Differential Wage.*—An employee who is required or permitted to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefore, work of another class for which either—

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

is prescribed in sub-clause (1) shall be entitled to and be paid in respect of each hour or part of an hour so worked—

- (i) in the case referred to in paragraph (a) not less than one forty-sixth of the higher weekly wage prescribed in sub-clause (1); and
- (ii) in the case referred to in paragraph (b) not less than one forty-sixth of the highest weekly wage prescribed in sub-clause (1);

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

(6) *Basis of Contract.*—For the purpose of this clause the basis of contract of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (5) hereof and in sub-clauses (1) and (6) of clause 5 an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) hereof for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(7) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) 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) for an employee of his class.

5. PAYMENT OF REMUNERATION.

(1) *Employee other than a Casual Employee.*—Save as provided in sub-clause (3) of clause 7 any amount due to an employee other than a casual employee shall be paid in cash weekly or, if the employer and employee have agreed thereto, in writing, monthly, during the hours of work or within fifteen minutes of ceasing work on the Friday following the end of the usual working week of the factory or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or other container, or accompanied by a statement, showing the employer's name, employee's name or pay roll number, the employee's occupation, the number of

die werknemer se beroep, die aantal gewone en oortyd ure gewerk, die verskuldigde betaling ten opsigte van die gewone tyd gewerk, die verskuldigde betaling ten opsigte van oortyd gewerk, aansporingsbonusse, verskuldigde lewenskostoelae, bedrae afgetrek en die tydperk ten opsigte waarvan betaling geskied.

(2) *Los werknemer*.—Die werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is, by beëindiging van die werknemer se daaglikse werktidperk, of in die geval van 'n los werknemer wat op twee of drie agtereenvolgende dae in enige week werk, by voltooiing van die getal dae aldus in daardie week gewerk, in kontant betaal.

(3) *Premies*.—Geen betaling mag registreerds of onregistreerds aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

(4) *Koop van goedere*.—'n Werkgewer mag nie van sy werknemer vereis om van hom of van 'n winkel of persoon wat deur hom aangewys word, goedere te koop nie.

(5) *Kos en inwoning*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en in die Naturellearbeid Regelingswet, 1911, kan 'n werkgewer nie van sy werknemer vereis om van hom of van enige persoon of plek wat deur hom aangewys word, kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer kan sy werknemer geen boetes oplê of enige bedrag van sy besoldiging aftrek nie, uitgesonderd onderstaande:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof, siekte, versekerings-, voorsorgs- of pensioenfonds; met dien verstande dat in die geval van 'n aftrekking vir 'n siektetonds ingevolge die voorbehoudsbepaling by klousule 8, die skriftelike toestemming van die werknemer nie nodig is nie.
- Die werkgewer moet by ontvangs van 'n werknemer van 'n getekende aftrekorder wat deur die betrokke werknemer goedgekeur is, soos omskryf in die Wet op Nywerheidsversoenings, 1956, elke week van die besoldiging van sodanige werknemer die bedrag van sy ledegeld aan die vakvereniging verskuldig, aftrek en sodanige geld aan die sekretaris van die tak van sodanige vakvereniging stuur, na die adres in die aftrekorder genoem en wel op of voor die 15de dag van elke maand.
- Behalwe soos anders in die Ooreenkoms bepaal, wanneer 'n werknemer nie by die werk is nie, 'n bedrag in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat sodanige werknemer ten opsigte van sy gewone werkure ten tye daarvan ontvang het.
- 'n Bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek.
- As 'n werknemer toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, verplig is om van sy werkgewer kos en/of inwoning aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

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

- Wanneer die gewone werkure voorgeskryf in klousule 6 weens korttyd verminder word, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur die getal gewone ure deur sodanige werknemer in 'n week gewerk, met dien verstande dat geen aftrekking gedoen word nie—

- in die geval van korttyd wat ontstaan uit 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe of vervoer, tensy die werkgewer sy werknemer minstens 24 uur kennis gee van sy voorneme om die gewone werkure aldus te verminder;
 - in die geval van korttyd wat ontstaan weens ongunstige weersgesteldheid of 'n algehele onklaarraking van installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsiene noodgeval ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag kennis gee van dat daar geen werk beskikbaar sal wees nie.
- (g) Die aftrekking wat by subklousule (3) van klousule 11 toegelaat is ten opsigte van beskermende klere wat nie by diensbeëindiging of op 'n redelike eis teruggegee word nie.

6. WERKURE, GEWONE TYD EN OORTYD EN BETALING VIR OORTYD.

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

- In die geval van 'n werknemer wat 'n sesdagweek werk—
 - 46 uur per week van Maandag tot en met Saterdag;
 - agt uur per dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae hoogstens agt en 'n half per dag moet wees as die gewone werkure deur sodanige verlenging nie meer as 46 in enige week is nie;
- In die geval van 'n werknemer wat 'n vyfdaagweek werk—
 - 46 uur per week van Maandag tot en met Vrydag;
 - 9½ uur per dag.

ordinary and the number of overtime hours worked, the payment due in respect of ordinary time worked, the payment due in respect of overtime worked, incentive bonus earnings, cost of living allowance due, amounts deducted and the period in respect of which payment is made.

(2) *Casual Employee*.—The employer shall pay the remuneration due to his casual employee in cash on completion of the employee's daily work period or, in the case of a casual employee who works on two or three consecutive days in any week, on completion of the number of days so worked in that week.

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

(4) *Purchase of Goods*.—The employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, the employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Fines and Deductions*.—The employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, other than the following:—

- With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds; provided that in the case of a deduction for a sick fund in terms of the proviso to clause 8 the written consent of the employee need not be obtained.
- The employer shall, on receipt from an employee as defined in the Industrial Conciliation Act, 1956, 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.
- Except where otherwise provided for in the Agreement whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of weekly wage which such an employee was receiving in respect of his ordinary hours of work at the time thereof.
- A deduction of any amount which the employer by any law or any order of any competent court is required or permitted to make.
- When an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from the 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

- Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made—

- in the case of short-time arising out of temporary slackness of trade or shortage of raw material or transport, unless the employer has given his employee not less than twenty-four hours notice of his intention so to reduce the ordinary hours of work;
 - in the case of short-time arising out of vagaries of weather or a general breakdown of plant or machinery due to accident or other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.
- (g) The deduction permitted under sub-clause (3) of clause 11 in respect of protective clothing not surrendered on termination of service or on reasonable demand.

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

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

- In the case of an employee who works a six-day week—
 - forty-six hours in any week from Monday to Saturday, inclusive;
 - 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 on any day, if by such extension the ordinary hours of work, do not exceed forty-six in any week;
- In the case of an employee who works a five-day week—
 - forty-six hours in any week from Monday to Friday, inclusive;
 - nine and a quarter hours in any day.

(2) Die gewone werkure van 'n los werknemer mag nie meer as die volgende wees nie—

- (a) in die geval van 'n fabriek waarin 'n sesdagweek gewerk word 8½ uur op enige dag;
- (b) in die geval van 'n fabriek waarin 'n vyfdagweek gewerk word, 9¼ uur op enige dag.

(3) *Etensonderbrekings*.—'n Werkgewer kan 'n werknemer nie verplig of toelaat om vir meer as vyf agtereenvolgende ure te werk sonder 'n pouse van minstens een uur, waarin geen werk verrig mag word nie, en dié pouse word nie as deel van die gewone werkure of oortyd geag nie; met dien verstande dat—

- (i) as die pouse langer as een uur duur, die tydperk wat dit langer as 'n uur en 'n kwart duur, as gewone werkure geag word;
- (ii) werktydperke onderbreek deur 'n pouse van minder as een uur as aaneenlopend geag moet word.

(4) *Ruspouses*.—Die werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n motorvoertuigbestuurder, in diens in of by sy fabriek, 'n ruspouse van minstens tien minute toestaan so na as moontlik:—

- (a) aan die middel van elke eerste werktydperk in 'n dag; en
- (b) aan die middel van elke tweede werktydperk in 'n dag;

wanneer die werknemer nie verplig of toegelaat moet word om enige werk te doen nie, en sodanige pouse word as 'n deel van die gewone werkure geag.

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

(6) *Oortyd*.—Alle tyd wat bo en behalwe die getal ure ten opsigte van 'n dag of 'n week in subklousule (1) en (2) van hierdie klousule voorgeskryf, gewerk word, moet as oortyd gereken word.

(7) *Beperking van oortyd*.—Die werkgewer mag 'n werknemer nie verplig of toelaat om langer as tien uur oortyd in enige week te werk nie.

(8) *Vroulike werknemers*.—Die werkgewer mag vroulike werknemers nie verplig of toelaat om soos volg te werk nie—

- (a) tussen 6-uur nm. en 6-uur vm.;
- (b) na 1-uur nm. op meer as vyf dae in enige week;
- (c) langer as twee uur oortyd op enige dag of meer as drie agtereenvolgende dae;
- (d) oortyd op meer as 60 dae in enige jaar;
- (e) na voltooiing van haar gewone werkure langer as een uur oortyd op enige dag; tensy—

- (i) hy voor die middag sodanige werknemer daarvan in kennis gestel het; of
- (ii) hy sodanige werknemer van 'n geskikte ete voorsien het voor die aanvang van sodanige oortyd; of
- (iii) hy sodanige werknemer een sjieling en ses pennies betyds betaal het om haar in staat te stel om 'n ete te nuttig voor sodanige tyd 'n aanvang neem.

(9) *Besoldiging vir oortyd*.—Die werkgewer moet aan sy werknemer ten opsigte van alle oortyd deur hom gewerk besoldiging betaal teen 'n skaal van minstens een en 'n derde keer sy gewone loon; met dien verstande dat waar oortyd in enige week bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, die basis met die grootste getal ure oortyd gedurende die week, aangeneem moet word.

(10) *Voorbehoudsbepalings*.—Die bepalinge van subklousule (3), (4), (5) en (7) van hierdie klousule is nie van toepassing op 'n manlike werknemer wat noodwerk verrig nie.

7. JAARLIKSE VERLOF.

(1) Elke werknemer wat op die laaste dag waarop sy verlof kan begin, minstens een jaar ononderbroke diens by die werkgewer voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, jaarlikse verlof op die volgende basis toegestaan word:—

- (a) Twaalf gewone werkdae met volle besoldiging in die geval van 'n werknemer wat gewoonlik vyf dae per week; of
- (b) vyftien gewone werkdae met volle besoldiging in die geval van 'n werknemer wat gewoonlik ses dae per week werk:

Met dien verstande dat indien enigeen van die bepaalde openbare vakansiedae ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of enigeen van genoemde Wet se wysigings, binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van elke sodanige dag by genoemde tydperk as 'n verdere verloftydperk met volle besoldiging gevoeg moet word.

(2) Enige werknemer wat op 15 Desember van enige jaar nog nie 12 maande ononderbroke diens by sy werkgewer voltooi het nie en wie se diens nie beëindig is nie, moet vir elke voltooië maand diens in daardie jaar 'n bedrag betaal word gelyk aan een vyfde van 'n week se loon in die geval van 'n werknemer wat gewoonlik vyf dae per week werk of een sesde van 'n week se loon in die geval van 'n werknemer wat gewoonlik ses dae per week werk; met dien verstande dat indien enigeen van die openbare vakansiedae genoem in subklousule (1) van hierdie klousule binne die tydperk val wanneer die inrigting gesluit is, die werknemer vir elke sodanige dag 'n bykomende bedrag gelyk aan een vyfde van 'n week se loon in die geval van 'n werknemer wat gewoonlik vyf dae per week werk en een sesde van 'n week se loon in die geval van 'n werknemer wat gewoonlik ses dae per week werk, betaal moet word.

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

- (a) in the case of a factory in which a six-day week is observed, eight and a half hours in any day;
- (b) in the case of a factory in which a five-day week is observed, nine and a quarter hours in any day.

(3) *Meal Breaks*.—The employer shall not require or permit an employee to work for 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—

- (i) if such interval be for longer than one hour any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals*.—The employer shall grant to each of his employees employed in or about his factory, other than a motor vehicle driver, a rest interval of not less than ten minutes at as nearly as practicable—

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

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

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

(6) *Overtime*.—All time worked in excess of the number of hours prescribed in respect of a day or a week in sub-clauses (1) and (2) of this clause shall be deemed to be overtime.

(7) *Limitation of Overtime*.—The employer shall not require or permit an employee to work overtime for more than ten hours in any week.

(8) *Female Employees*.—The employer shall not 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 on more than three consecutive days;
- (d) to work overtime on more than sixty days in any 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;
- (ii) provided such employee with an adequate meal before the commencement of such overtime; or
- (iii) paid to such employee one shilling and six-pence in sufficient time to enable her to obtain a meal before such time is due to commence.

(9) *Payment for Overtime*.—The employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times his ordinary wage; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during the week shall be adopted.

(10) *Savings*.—The provisions of sub-clauses (3), (4), (5) and (7) of this clause shall not apply to a male employee employed on emergency work.

7. ANNUAL LEAVE.

(1) Every employee who on the latest day on which he can commence leave shall have completed at least one year's continuous service with the employer, shall, between the 15th December of each year and the 14th January of the following year, be granted annual leave on the following basis:—

- (a) Twelve ordinary working days on full pay in the case of an employee who normally works on five days per week; or
- (b) fifteen ordinary working days on full pay in the case of an employee who normally works on six days per week:

Provided that if any of the paid public holidays prescribed in terms of the Factories, Machinery and Building Work Act, 1941, or any subsequent amendments to the said Act, fall within the period of such leave another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay.

(2) Any employee who on the 15th December of any year has not completed 12 months' continuous service with his employer, and whose employment has not been terminated, shall be paid for each completed month of service in that year an amount equal to one-fifth of a week's wage in the case of an employee who normally works on five days per week, or one-sixth of a week's wage in the case of an employee who normally works on six days per week: Provided that if any of the public holidays referred to in sub-clause (1) of this clause fall within the period during which the establishment is closed the employee shall, for each such day, receive an additional amount equal to one-fifth of a week's wage in the case of an employee who normally works five days per week and one-sixth of a week's wage in the case of an employee who normally works six days per week.

(3) 'n Werknemer wie se dienskontrak gedurende die eerste of enige daaropvolgende jaar diens by die werkgever beëindig word voordat die verloftydperk in subklousule (1) van hierdie klousule genoem, opgeloop het, moet by sodanige beëindiging in plaas van verlof ten opsigte van elke voltooide maand van sodanige dienstydsperk van minder as 'n jaar, minstens een vyfde van sy weekloon in die geval van 'n werkknemer wat gewoonlik vyf dae per week en een sesde van sy weekloon in die geval van 'n werkknemer wat gewoonlik ses dae per week werk, betaal word.

(4) *Verlofbesoldiging.*—Die werkgever moet sy werkknemer aan wie verlof ingevoelge subklousule (1) hiervan toegestaan word, sy verlofbesoldiging op of voor die laaste werkdag voor die aanvang van genoemde tydperk betaal en enige bedrag wat aan 'n werkknemer ingevoelge subklousules (1), (2) en (3) van hierdie klousule betaal word, moet bereken word op die loonskaal wat die werkknemer een week voor die week waarin sy verlof 'n aanvang neem of sy diens beëindig word, na gelang van die geval, ontvang het, en wanneer 'n werkknemer op 'n ander basis besoldig word as dié in ooreenstemming met die tyd deur hom op sy gewone loonskaal gewerk, moet sy gewone loonskaal vir die toepassing van hierdie klousule bereken word asof hy per uur betaal word en dit moet op enige datum vasgestel word deur sy totale loon gedurende die drie maande onmiddellik voor dié datum of gedurende die heie tydperk van sy diens by die betrokke werkgever, nl. die kortste, te deel deur die getal ure gewerk, gedurende die tydperk ten opsigte waarvan sodanige loon betaal is.

(5) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” enige tydperk of tydperke insluit wanneer 'n werkknemer—

- (a) met verlof kragtens subklousule (1) en (2) afwesig is; of
- (b) militêre opleiding ondergaan; of
- (c) op bevel of op versoek van die werkgever van die werk afwesig is; of
- (d) weens siekte van die werk afwesig is of weens die feit dat geen vrou in 'n inrigting mag werk en dat geen werkgever enige vrou mag verplig of toelaat om in sy inrigting te werk gedurende die tydperk wat vier weke voor haar verwagte bevalling begin en agt weke na die geboorte eindig nie; met dien verstande dat indien die kind doodgebore is of doodgaan voor die verstryking van die agt weke na die geboorte, die bepaling van hierdie subklousule nie meer van toepassing is nie vanaf die datum deur die Fabrieksinspekteur bepaal.

Met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is ten opsigte van enige tydperk van afwesigheid weens siekte vir langer as drie agtereenvolgende dae nie indien die werkknemer in gebreke bly om, op versoek van die werkgever vir sodanige sertifikaat, by die werkgever 'n sertifikaat van 'n mediese praktisyn in te dien dat hy weens siekte nie sy werk kon doen nie, of ten opsigte van die gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens, wat langer as 30 dae is.

(6) *Verlof en kennisgewing mag nie saamval nie.*—Die jaarlikse verloftydperk of betaalde siekteverlof van 'n werkknemer mag nie saam met enige tydperk val wat hy onder kennis van diensbeëindiging is of militêre opleiding ondergaan nie.

8. SIEKTEVERLOF.

(1) 'n Werkknemer wat drie maande diens by die werkgever voltooi het en van die werk afwesig is weens siekte of 'n ongeluk, uitgesonderd—

- (a) siekte of 'n ongeluk wat deur die werkknemer se eie nalatigheid of wangedrag veroorsaak is;
- (b) 'n ongeluk wat onder die bepalinge van die Ongevallewet, 1941, val,

is geregtig op en moet altesaam twee weke siekteverlof in enige jaar diens toegestaan word en moet ten opsigte van elke werkdag daarvan die volgende loon ontvang—

- (a) in die geval van 'n werkknemer wat gewoonlik vyf dae per week werk, minstens een vyfde van die weekloon wat hy onmiddellik voor die datum van sodanige verlof ontvang het;
- (b) in die geval van 'n werkknemer wat gewoonlik ses dae per week werk, minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige verlof ontvang het.

Met dien verstande dat—

- (i) die werkgever van sy werkknemer kan vereis om 'n mediese sertifikaat van 'n geregistreerde mediese praktisyn ten opsigte van enige afwesigheid voor te lê as bewys van sodanige siekte of ongeluk;
- (ii) indien daar 'n siektebystandsfonds bestaan of een kragtens 'n ooreenkoms tussen die werkgever en sy werknemers of tussen die werkgever en 'n geregistreerde vakvereniging ingestel word waartoe die werkgever ten opsigte van elkeen van sy werknemers 'n bedrag bydra gelyk aan minstens die bedrag wat deur sodanige werkknemer betaal word of betaalbaar is en 'n werkknemer in die geval van afwesigheid of afwesighede van die werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk vergoedbaar kragtens die Ongevallewet, 1941) geregtig is om uit die fonds in enige jaar altesaam minstens 'n bedrag wat die ekwivalent is van twee weke se volle besoldiging te ontvang vir sodanige afwesigheid of afwesighede onder omstandighede wat vir die werkknemer wesenlik nie minder gunstig as dié bepaling is nie, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” dieselfde betekenis het as in subklousule (5) van klousule 7.

(3) Siekteverlof en jaarlikse verlof mag nie saamval nie.

(3) An employee whose contract of service terminates in the first or any subsequent year of employment with the employer before the period of leave referred to in sub-clause (1) of this clause has accrued, shall upon such termination, be paid in lieu of leave in respect of each completed month of such period of employment of less than a year not less than one-fifth of his weekly wage in the case of an employee who normally works on five days per week and one-sixth of his weekly wage in the case of an employee who normally works on six days per week.

(4) *Payment for Leave.*—The employer shall pay 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-clauses (1), (2) and (3) of this clause shall be calculated at the rate of wage which the employee was receiving one week prior to the week during 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 wage 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 wage 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 wage was paid.

(5) For the purposes of this clause the expression “employment” shall be deemed to include any period or periods during which an employee—

- (a) is absent on leave in terms of sub-clauses (1) and (2); 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, 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 the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth, provided that if the child is still-born or dies before the expiration of the eight weeks after birth, the provision of this sub-clause shall cease to apply as from the date fixed by the Factory Inspector;

Provided that the provision 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 fails, after a request for such certificate by the employer, to submit to the employer a certificate by a 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.

(6) *Leave and Notice not to be Concurrent.*—The period of annual leave or paid sick leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing military training.

8. SICK LEAVE.

(1) An employee who has completed three months' employment with the employer and who is absent from work through illness 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 an employee who normally works five days per week, not less than one-fifth of the weekly wage which he was receiving immediately before the date of such leave;
- (b) in the case of an employee who normally works six days per week, not less than one-sixth of the weekly wage he was receiving immediately before the date of such leave.

Provided that—

- (i) the 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;
- (ii) if there exists or may be established by virtue of an Agreement between the employer and his employees or between the 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 the 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.

(2) For the purpose of this clause, the expression “employment” shall have the same meaning as in sub-clause (5) of clause 7.

(3) Sick leave and annual leave shall not run concurrently.

9. OPENBARE VAKANSIEDAE EN SONDAG.

1. *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof met volle besoldiging op alle openbare vakansiedae voorgeskryf kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of enige wysigings van genoemde Wet, toegestaan word; met dien verstande dat 'n werknemer verplig mag word om op enige dag te werk; verder met dien verstande dat in die geval van 'n werknemer wat 'n vyfdagweek werk, wanneer sodanige vakansiedag op die sesde dag van die week val, die bepalings van hierdie klousule nie van toepassing is nie.

2. *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op enigen van die vakansiedae genoem in subklousule (1) van hierdie klousule werk, moet die werkgever hom vir elke sodanige dag minstens die bedrag betaal wat genoem word in subklousule (1) van hierdie klousule plus sy weekloon ten opsigte van elke uur of deel van 'n uur gewerk, gedeel deur die getal gewone ure deur hom in 'n week gewerk.

(b) Wanneer 'n los werknemer op enige van die vakansiedae genoem in subklousule (1) van hierdie klousule werk, moet die werkgever hom vir elke sodanige dag minstens die daaglikse loon in subklousule (2) van klousule 4 vir 'n los werknemer voorgeskryf, betaal plus sodanige loon gedeel deur agt ten opsigte van elke uur of deel van 'n uur gewerk.

(3) *Betaling vir werk op Sondag.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer op 'n Sondag werk, moet die werkgever hom of—

(a) minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of

(b) hom vir elke uur of deel van 'n uur gewerk minstens een en 'n derde keer sy gewone loon betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en aan hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan betaal teen 'n skaal van minstens sy gewone loon asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet die werkgever hom minstens dubbel die loon vir 'n los werknemer in subklousule (2) van klousule 4 voorgeskryf, betaal.

10. AANSPORINGSBONUS.

(a) 'n Werknemer mag in diens wees vir aansporingsbonusse teen 'n skaal waarvoor die werkgever en werknemer ooreengekom het, maar sodanige besoldiging moet ten opsigte van enige week minstens die weeklikse tydskaal wees.

(b) 'n Lys van aansporingsbonusskale wat van tyd tot tyd op die fabriek van toepassing is, moet op 'n opvallende plek in die inrigting opgeplak wees en mag nie sonder een week kennisgewing verander word nie.

(c) Waar 'n aansporingsbonusskema van toepassing is en die getal werkdae in enige week in enige inrigting verminder word weens onklaarraking van die masjinerie, die nakom van 'n openbare vakansiedag of tydens jaarlikse verlof, moet 'n *pro rata* vermindering gemaak word in die minimum produksiepeil vereis by die aansporingsbonusskema van krag in die betrokke inrigting, en die werknemers wat daardeur geraak word, moet elke week vir aansporingsbonusse kwalifiseer op die proporsioneel verlaagde minimum produksiesyfers.

11. BESKERMENDE KLERE.

(1) Wanneer die werkgever van 'n werknemer vereis om 'n oorpak te dra of dit van die werkgever vereis word ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, om beskermende klere te verskaf, moet sodanige beskermende klere gratis verskaf word en dit bly die eiendom van die werkgever.

(2) Ondanks enige bepaling in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, moet die werkgever die volgende verskaf:—

(a) Paslike oorpake vir werknemers in diens in die volgende betrekkinge of hoedanighede:—

- (i) Afstryker en slyper.
- (ii) Masjienolieman en handlanger.

(b) paslike voorskote aan werknemers in diens in die volgende betrekkinge of hoedanighede:—

- (i) Afdunmasjienbediener;
- (ii) ring- of klokspinner;
- (iii) ring- of klokaanhegter;
- (iv) wewer;
- (v) optoller;
- (vi) afvalsorteerder.

(3) Elke werknemer aan wie enige artikel of beskermende klere gegee is, word persoonlik vir die bewaring van sodanige artikel verantwoordelik gehou en wanneer sodanige artikel nie terugbesorg word by die werkgever wanneer diens beëindig word nie of binne 'n redelike tydperk na 'n eis dat dit terugbesorg word, het die werkgever die reg om die koste van die betrokke artikel of artikels van die werknemer se loon af te trek.

12. VERBOD OP INDIENSNEMING VAN 'N PERSOON ONDER VYFTIEN JAAR.

'n Werkgever mag niemand onder 15 jaar in diens hê nie.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on all public holidays prescribed in terms of the Factories, Machinery and Building Work Act, 1941, or any subsequent amendment to the said Act; provided that an employee may be required to work on any day; provided further that in the case of an employee who works a five-day week, when such holiday falls on the sixth day of the week, the provisions of this clause shall not apply.

(2) *Payment for Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on any one of the holidays referred to in sub-clause (1) of this clause, the employer shall pay to him for each such day not less than the amount referred to in sub-clause (1) of this clause plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on any one of the holidays referred to in sub-clause (1) of this clause, the employer shall pay to him for each such day not less than the daily wage prescribed in sub-clause (2) of clause 4 for a casual employee, plus in respect of each hour or part of an hour so worked such wage divided by eight.

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

(a) pay 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 this ordinary wage in respect of the total period worked on such Sunday and grant to him within seven days of such Sunday one day's holiday and pay him in respect thereof at a rate not less than his ordinary wage as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever a casual employee works on a Sunday, the employer shall pay to him not less than double the wage prescribed in sub-clause (2) of clause 4 for a casual employee.

10. INCENTIVE BONUS.

(a) An employee may be employed at incentive bonus rates agreed upon between employer and employee, but such remuneration shall in respect of any week not be less than the weekly time rate.

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

(c) Where an incentive bonus scheme is in operation and the number of workings 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 incentive bonus scheme in operation in the establishment concerned and the employees affected shall for each week qualify for incentive bonuses on the proportionately reduced minimum productive figures.

11. PROTECTIVE CLOTHING.

(1) Whenever the employer requires his employee to wear an overall or is required to supply protective clothing in terms of the Factories, Machinery and Building Work Act, 1941, such overall or protective clothing shall be supplied free of charge and shall remain the property of the employer.

(2) Notwithstanding anything contained in the Factories, Machinery and Building Work Act, 1941, the employer shall provide—

(a) suitable overalls to employees engaged in the following occupations or capacities:—

- (i) Card stripper and grinder;
- (ii) machine oiler and jobber;

(b) suitable aprons to employees engaged in the following occupations or capacities:—

- (i) Drawframe operator;
- (ii) ring or cap spinner;
- (iii) ring or cap twister;
- (iv) weaver;
- (v) assembly winder;
- (vi) waste sorter.

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

12. PROHIBITION OF EMPLOYMENT OF PERSONS UNDER THE AGE OF FIFTEEN YEARS.

The employer shall not employ in his establishment any persons under the age of 15 years.

13. DIENSSERTIFIKAAT.

Die werkgewer moet by die beëindiging van 'n dienskontrak van enige werknemer, uitgesonderd 'n los werknemer, sodanige werknemer gratis voorsien van 'n dienssertifikaat deur die werkgewer onderteken, en wat die volgende besonderhede weergee:—

- (a) Volle naam van die werknemer;
- (b) die betrekking waarin hy in diens was en die duur van sy diens in elke betrekking;
- (c) loonskaal op die datum waarop sy dienskontrak beëindig word;
- (d) rede vir diensbeëindiging—
 - (i) bedanking;
 - (ii) vermindering van personeel;
 - (iii) ander.

14. BEËINDIGING VAN DIENSKONTRAK.

(1) Die werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet kennis gee van sy voorneme om die dienskontrak te beëindig en sodanige kennisgewing moet minstens soos volg wees:—

- (a) 24 uur gedurende die eerste vier weke diens;
- (b) een week na die eerste vier weke diens.

(2) Die werkgewer of werknemer kan die dienskontrak sonder kennisgewing beëindig deur aan die werknemer minstens die volgende te betaal of te verbeur, na gelang van die geval, in plaas van sodanige kennisgewing:—

- (a) In die geval van 24 uur kennisgewing die dagloon wat die werknemer ten tye van die beëindiging van die dienskontrak ontvang;
- (b) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tye van die beëindiging van die dienskontrak ontvang.

(3) Subklousules (1) en (2) van hierdie klousule raak nie die volgende nie:—

- (a) Die reg van die werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing te beëindig om enige rede wat by wet as voldoende beskou word;
- (b) enige skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk wat aan albei kante ewe lank is en langer is as wat in subklousule (1) van hierdie klousule voorgeskryf is.

(4) Wanneer 'n ooreenkoms ingevolge subklousule (3) (b) van hierdie klousule aangegaan word, moet die betaling in plaas van kennisgewing eweredig wees met die kennisgewingtydperk waarvoor ooreengekom is.

(5) Die kennis genoem in subklousule (1) word van krag vanaf die dag waarop dit gegee word; met dien verstande dat die tydperk van kennisgewing nie mag saamval met of dat kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7, of afwesigheid met siekteverlof kragtens klousule 8, of gedurende enige tydperk van militêre opleiding wat 'n werknemer ondergaan nie.

Op hede die 17de dag van September 1959 te Uitenhage onderteken.

T. B. BARRIE, *Voorsitter.*

E. WALTON.

S. MABUTHA.

(Behoorlik gemagtigde verteenwoordigers
Werknemers.)

G. C. V. GRAHAM.

M. R. L. GLANVILL.

(Behoorlik gemagtigde verteenwoordigers
Werkgewers.)

J. BAM, *Sekretaris.*

No. 77.]

[15 Januarie 1960.

WET OF FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KAMSTOFTEKSTIELNYWERHEID.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms kennisgewings in verband met die Kamstofvervaardigingsnywerheid, bekendgemaak by Goewermentskennisgewing No. 76 van 15 Januarie 1960, nie vir persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

13. CERTIFICATES OF SERVICE.

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

- (a) Full name of the employee.
- (b) The occupation in which he was employed and duration of his employment in each occupation.
- (c) Rate of pay at the date of the termination of his contract of employment.
- (d) Reason for termination of service—
 - (i) resignation;
 - (ii) reduction in staff
 - (iii) other.

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) The employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give notice of his intention to terminate the contract and such notice shall be not less than—

- (a) twenty-four hours, during the first four weeks of employment;
- (b) one week, after the first four weeks of employment.

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

- (a) in the case of 24 hours' notice, the daily wage which the employee is receiving at the date of the termination of the contract of employment;
- (b) in the case of a week's notice, the weekly wage which the employee is receiving at the date of the termination of the

(3) Sub-clauses (1) and (2) of this clause shall not affect—

- (a) the right of the employer or an employee to terminate the contract of employment without notice, for any cause recognised by law as sufficient;
- (b) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in sub-clause (1) of this clause.

(4) When an agreement is entered into in terms of sub-clause

(3) (b) of this clause, the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) 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 notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8, or during any period of military training being undergone by an employee.

Signed at Uitenhage, this 17th day of September, 1959.

T. B. BARRIE, *Chairman.*

E. WALTON.

S. MABUTHA.

(Duly Authorized Representatives
Employees.)

G. C. V. GRAHAM.

M. R. L. GLANVILL.

(Duly Authorized Representatives
Employers.)

J. BAM, *Secretary.*

No. 77.]

[15 January 1960.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

WORSTED TEXTILE MANUFACTURING
INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of Sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Worsteds Textile Manufacturing Industry, published under Government Notice No. 76 of the 15th January, 1960, 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.

INVOERDERS UITVOERDERS NYWERAARS

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