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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 1389.]

[6 September 1963.]

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

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kamstoftekstielnywerheid betrekking het, vanaf 7 September 1963, en vir die tydperk wat drie jaar vanaf genoemde datum eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (b), 19 en 20, vanaf 7 September 1963, en vir die tydperk wat drie jaar vanaf genoemde datum eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Bellville, die Kaap, Simonstad, Wynberg en Worcester, uitgesonderd die gebied omgrens deur Sewende en Agste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrosdistrik die Kaap; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (b), 19 en 20 vanaf 7 September 1963, en vir die tydperk wat drie jaar vanaf genoemde datum eindig, in die landdrosdistrikte Bellville, die Kaap, Simonstad, Wynberg en Worcester, uitgesonderd die gebied omgrens deur Sewende en Agste Laan en Eerste en Derde Straat, Maitland-Oos, in die landdrosdistrik die Kaap, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
 Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 1389.]

[6 September 1963.]

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

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that 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 7th September, 1963, and for the period ending three years from the said date, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and the employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (b), 19 and 20, shall be binding from the 7th September, 1963, and for the period ending three years from the said date, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Bellville, the Cape, Wynberg, Simonstown and Worcester, excluding the area bounded by Seventh and Eighth Avenues and First and Third Streets, Maitland East, in the Magisterial District of the Cape; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Bellville, the Cape, Wynberg, Simonstown and Worcester, excluding the area bounded by Seventh and Eighth Avenues and First and Third Streets, Maitland East, in the Magisterial District of the Cape, and from the 7th September, 1963, and for the period ending three years from the said date, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (b), 19 and 20 shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
 Deputy-Minister of Labour.

BYLAE.

**NYWERHEIDSRAAD VIR DIE KAMSTOFTEKSTIEL-
VERVAARDIGINGSNYWERHEID (KAAP).**

OOREENKOMS

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

Textile Workers' Industrial Union (South Africa)

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

National Association of Worsted Textile Manufacturers

(hieronder "die werkgewers" of "die werkgewersorganisasie" genoem), aan die ander kant.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKEYWINGS.

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

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

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

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

"assistent-papmasjienbediener", 'n werknemer wat die papmasjienbediener help;

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

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

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

"bolvormingmasjienbediener", 'n werknemer wat 'n bolvormingmasjien bedien;

"batteryvuller", 'n werknemer wat leë batterye met vol tolle hervul;

"toldraer", 'n werknemer wat leë tolle na die garingmasjiene dra en volles verwyder;

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

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

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

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

"kandraer", 'n werknemer wat wol in 'n houer van die kaardmasjiene na die nawasser neem;

SCHEDULE.

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

AGREEMENT

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

Textile Workers' Industrial Union (South Africa)

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

National Association of Worsted Textile Manufacturers

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expressions appearing in this Agreement which are defined in the Act shall have the same meaning as in the Act; any reference to an Act shall include any amendment of such Act and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 28 of 1956, as amended;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"kaardafstropers en slyper", 'n werknemer wat naalde van rollers afstrop, slyp, verwyder, skoonmaak en skerpmaak;

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

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

"kleedstofinspekteur", 'n werknemer wat klaargeweeftde kleedstof ondersoek voordat dit aan kliente versend word;

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

"kleedstofstikker", 'n werknemer wat lengtes kleedstof met die hand van masjiene aanneembaar stik;

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

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

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

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

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

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

"afduunmasjienebediener", 'n werknemer wat enige masjiene in die afduinafdeling bedien;

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

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

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

"fabrieksklerk", 'n werknemer wat onder algemene toesig een of meer van die volgende pligte uitvoer:—

- (i) Die getalle, hoeveelhede of gewigte van grondstowwe of deelsverwerkte stowwe of vervaardigde goed kontroleer en opteken;
- (ii) voorraad- of produksieregisters hou;
- (iii) produksiekaarte of -state opstel, uitreik en bymeekaarmaak;
- (iv) kaartjies of etikette vir produksiedoelindes uitskryf;
- (v) dokumente in verband met sy pligte liaseer of in veilige bewaring hou;

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

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

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

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

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

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

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

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

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

Kleedstofinspekteur (Afwerking);
laboratoriumassistent;
instandhouer;

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

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

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

Kaardafstropers en -slyper;
pensetter;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Card stripper and grinder;
pinsetter;

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

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

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

Masjiensorg;
kaardbediener;
kambediener;
bediener van 'n nawasser met spoelkas;
kleedstofondersoeker;
toetser;
kleurstofweër;
pensoldeerder;
skeringsetter;

"Graad C-werknemer, gekwalifiseer," 'n graad C-werknemer met minstens 18 maande ondervinding;

"Graad C-werknemer, ongekwalifiseer," 'n graad C-werknemer met minder as 18 maande ondervinding;

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

Wolbaaloomaker;
wasbakbediener;
ontvlekker;
masjiensbedieners wat een of meer van die volgende masjiene of installasies bedien:—

Mangelparsmasjiën, kleedskeermasjiën, kleedstofvog-reguleerder, dekatiseringmasjiën, blokdrukmasjiën, spandroër en droogmasjiën, kleurstapel, kleedstomer, vullingmasjiën, wasmasjiën, stukkleurmasjiën, druk-kleurmasjiene of kambolkleurvate;

tweede muilspinnerbediener;
heelmaker (afwerking);
heelmaker of kleedstofheelmaker;
inryger;
skeringmasjiënbediener;
wewer;
papasjiënbediener;
foutmerker;
heelmaaknasiener;
hewelskagopligter;

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

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

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

Afwerkmasjiënbediener;
valkamasjiënbediener;
assistent-pensetter;
bediener van nawasser sonder spoelkas;
toltoetser;
ringspinnerbediener;
muilasser;
afduimmasjiënbediener;
nopster of plukker;
nasiener;
masjiënbediener wat een of meer van die volgende masjiene of installasies bedien:—

Wenteldroër, kleedstofstikker, kalibreerder, outo-klop-masjiën;

skeringknoper en -draaier;
nopster;
stoomketelbediener;
assistent-skeringsetter;
kleedstofinspekteur se assistent;

"Graad E-werknemer, gekwalifiseer," 'n graad E-werknemer met minstens 12 maande ondervinding;

"Graad E-werknemer, ongekwalifiseer," 'n graad E-werknemer met minder as 12 maande ondervinding;

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

Sterkspoelkasbediener;
wasbakassistent;
kandraer;
skeurwolfvoerder (wasafdeling);
skeringmasjiënbediener se assistent;
papasjiënbediener se assistent;
foutmeter;
inryger se assistent;
optoller;
henkondersoeker;
afvalsorteerder;
ringtwynerbediener;
bolvormingmasjiënbediener;
haspelaarbediener;

"Graad F-werknemer, gekwalifiseer," 'n graad F-werknemer met minstens ses maande ondervinding;

"Graad F-werknemer, ongekwalifiseer," 'n graad F-werknemer met minder as ses maande ondervinding;

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

Stoker;
wolvoerder;
toldraer;
batteryvuller;
kamseldraer;
kamselverpakker;
henkbondelmaker;

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

Jobber;
card minder;
comb minder;
backwash operator with box;
cloth examiner;
tester;
dye weigher;
pin solderer;
warp setter;

"Grade C employee, qualified" means a "Grade C employee" who has had not less than 18 months' experience;

"Grade C employee, unqualified" means a "Grade C employee" who has had less than 18 months' experience;

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

Wool trapper;
wash bowl operator;
spotter;
machine operators, operating one or more of the following machines or plants:—

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

second mule spinner;
mender (finishing);
mender or cloth mender;
drawer-in;
warper;
weaver;
sizer;
fault marker;
mender checker;
shaft lifter;

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

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

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

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

Hydro-extractor, cloth-stitching, calibrating, auto-scutching;

warp tyer and twister;
burler;
boiler attendant;
assitant warp setter;
cloth inspector's assistant;

"Grade E employee, qualified" means a "Grade E employee" who has had not less than 12 months' experience;

"Grade E employee, unqualified" means a "Grade E employee" who has had less than 12 months' experience;

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

Strong box operator;
wash bowl assistant;
can dodger;
willever (washing department);
warper's assistant;
sizer's assistant;
fault measurer;
drawer-in assistant;
winder;
hank examiner;
waste sorter;
ring twister;
balling machine minder;
reeler;

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

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

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

Fireman;
wool runner;
bobbin boy;
battery filler;
noil man;
noil packer;
hank bundlers;

voddeman en/of nöpverwyderaar;
 kambolverpakker;
 pakhuysman (algemene arbeider in die pakhuis);
 tolrangskikker en/of -afhaler;
 verpakker (nie kambolverpakker nie);
 persele, installasies, masjinerie, implemente, gereedskap,
 gerei, voertuie of ander artikels skoonmaak;
 kampongs, latrines, stalle, buitegeboue en dergelike geboue
 of bouwerke afwit;
 laai of aflaai;
 artikels dra, verskuif of opstapel; enige voertuig stoot of
 trek; steenkool na stoomketels neem; vure maak, aan
 die gang hou, stook of uittrek; vullis of as verwyder en
 klinkers sorteer;
 steenkool, grond, klei of sand losmaak en uithaal; slote,
 fondamentslote grawe of ander uitgrawings doen;
 bome of plantegroei afkap, vernietig of verwyder;
 masjiene, vervoerbande en blasers voer of daarvan afhaal;
 tenke of vate onder toesig vul of daarvan aftap;
 dagha, beton, klip of aardpik met die hand meng en beton
 of aardpik met 'n graaf, hark, vure of kruiwa spreid;
 deure, kaste, bale, pakkies, sakke, dromme, vaatjies of
 of ander houers oop- of toemaak;
 voertuie versorg;
 sakke, bale of ander houers vul;
 kaste, bale, sakke of ander houers of pakkies merk, brand-
 merk, sjabloneer of etikette daaraan vasheg; vate of
 dromme met die hand verf (maar nie spuitverf nie);
 goed volgens 'n gestelde skaal afweeg;
 sement of beton in gietvorms vasstamp of instamp of beton
 in fondamentslote vasstamp;
 briewe, boodskappe of goed te voet of met 'n fiets, driewiel
 of handvoertuig aflewer;
 rantsoene kook of tee of dergelike drank maak;
 masjinerie, uitgesonderd motorvoertuie, onder toesig olie
 en smeer;
 tuinwerk doen (onder toesig plant; spit, hark, verskuif,
 strooi meng, natmaak);
 sakke sorteer en uitskud;
 sakke met die hand heelmaak;
 artikels van eenvormige grootte en getal in houers pak wat
 spesiaal gemaak is om sulke artikels te hou;
 wol in die droogproses oopsprei of verwyder;
 'n handpomp en/of handpers bedien;
 seep en alkali's opsky en kook;
 wol van stukkies vel afskeer;
 gevlekte, saadbevattende of growwe deeltjies, misklossies
 of ander vreemde goed uit wol verwyder, of uit onbe-
 werkte of uit bewerkte wol;
 wol week;
 watervore versorg;
 'n vliegwiël van 'n enjin in posisie plaas voordat die enjin
 aan die gang gesit word;
 vate in verkolings-, bleik- en droogprosesse vul en versorg;
 "bewaker", 'n werknemer wat onder toesig van 'n wag die
 fabriekshek bewaak of die fabrieksterrein patroleer;
 "henkbondelemaker", 'n werknemer wat henks garing tel en
 in bondels saambind;
 "henkondersoeker", 'n werknemer wat henks breiwoel vir foute
 ondersoek nadat dit gekleur is;
 "Nywewheid", die Kamstoftekstielvervaardigingsnywewheid;
 "masjiensorg", 'n werknemer, uitgesonderd 'n ambagsman, wat
 verantwoordelik is vir die olie en smeer van masjiene en wat
 herstelwerk en verstellings van geringe aard kan uitvoer en
 die voorman help;
 "laboratoriumassistent", 'n werknemer, uitgesonderd 'n toetser,
 wat op voorskrif aanvangs- en roetineoetse maak en die
 resultate daarvan opteken en wat in die algemeen help met
 laboratoriumwerk;
 "heelmaker", 'n werknemer, uitgesonderd 'n nopster of dryf-
 leerwerker, wat foute in geweefde kledstof heelmaak;
 "heelmaaknasiener (kledstofnasiener)", 'n werknemer wat die
 finale ondersoek van die heelmakers se werk doen;
 "heelmaker (afwerking)", 'n werknemer wat foute in kled-
 stof heelmaak maar eers nadat dit van die kleurafdeling
 gekom het;
 "masjiën- of installasiebediener en/of -versorger", 'n werk-
 nemer wat 'n kragmasjiën bedien, versorg, aan die gang sit
 en tot stilstand bring, en dit kan verstel en/of sodanige
 masjinerie voer of daarvan afhaal; en die uitdrukking "n
 masjiën bedien of versorg" het 'n ooreenstemmende
 betekenis;
 "instandhouer", 'n werknemer wat onder toesig van 'n ambags-
 man, herstelwerk of verstellings doen aan masjiene in die
 fabriek of in die werkwinkel, of van wie vereis kan word om
 sodanige ambagsman te help met ander werk in die werk-
 winkel;
 "militêre opleiding", aaneenlopende opleiding waartoe 'n werk-
 nemer verplig is ingevolge artikel een-en-twintig (1) gelees
 met subartikels (1) en (2) van artikel twee-en-twintig van die
 Verdedigingswet, 1957, maar sluit nie enige opleiding in wat
 hy mag verkies om te ondergaan ingevolge artikel drie-en-
 twintig van bedoelde Wet of enige ander opleiding of diens
 waarvoor hy hom vrywillig aanmeld of wat hy verkies om
 mee te maak nie;

shoddy man and/or burl-remover;
 top packer;
 warehouseman (general labour in the warehouse);
 creeler and/or doffer;
 packer other than top packer;
 cleaning premises, plant, machinery, implements, tools,
 utensils, vehicles or other articles;
 limewashing compounds, latrines, stables, out-buildings and
 similar buildings or structures;
 loading or unloading;
 carrying, moving or stacking articles;
 pushing or pulling any vehicle; carting coal to boilers;
 making, maintaining, stoking or drawing fires, removing
 refuse or ashes and sorting clinkers;
 loosening, taking out, coal, soil, clay or sand; digging
 trenches, foundations or other excavation work;
 cutting down, destroying or removing trees or vegetation;
 feeding into or taking off from machines, conveyors and
 blowers; feeding into or drawing off from tanks or vats
 under supervision;
 mixing mortar, concrete, stone or bitumen by hand and
 spreading concrete or bitumen by shovel, rake, fork or
 barrow;
 opening or closing doors, boxes, bales, packages, sacks,
 bags, drums, barrels or other containers;
 minding vehicles;
 filling bags, bales, sacks or other containers;
 marking, branding, stencilling or affixing labels on boxes,
 bales, sacks, bags or other containers or packages, paint-
 ing casks or drums by hand (other than spray painting);
 weighing goods to a set scale;
 ramming or tamping cement or concrete in moulds or
 ramming concrete in foundations;
 delivering letters, messages or goods on foot or by means
 of a bicycle, tricycle or hand-propelled vehicle;
 cooking rations or making tea or similar beverages;
 oiling and greasing machinery under supervision, other than
 motor vehicles;
 gardening work (planting under supervision, digging, raking,
 moving, spreading, mixing, watering);
 sorting and shaking out sacks;
 mending sacks or bags by hand;
 packing articles of a uniform size and number in recepta-
 cles specially made to contain such articles;
 spreading or removing wool in the drying process;
 operating a hand pump and/or hand press;
 cutting and boiling soap and alkalis;
 clipping wool from skin pieces;
 picking from wool either in the grease or after processing,
 stained, seedy or coarse particles, dags or other foreign
 matter;
 soaking wool;
 attending to water furrows;
 moving a flywheel of an engine into position before the
 engine is started;
 filling and attending vats in carbonizing, bleaching and
 drying processes;
 "guard" means an employee who, under the supervision of a
 watchman, guards the factory gate or patrols the factory
 grounds;
 "hank bundler" means an employee who is engaged in counting
 hanks of yarn and who bundles them together;
 "hank examiner" means an employee engaged in examining
 hanks of knitting wool for faults after dyeing;
 "Industry" means the Worsted Textile Manufacturing Industry;
 "jobber" means an employee other than an artisan who is
 responsible for the oiling and greasing of machines and who
 may carry out in the factory minor repairs and adjustments
 and assist the foreman;
 "laboratory attendant" means an employee, other than a
 tester, who under direction makes initial and routine tests and
 records the results thereof and who assists generally in labo-
 ratory work;
 "mender" means an employee, other than a burler or picker,
 engaged in mending defects in woven cloth;
 "mender checker (cloth checker)" means an employee who is
 engaged in giving the final check to the work done by the
 menders;
 "mender (finishing)" means an employee who is engaged in
 mending defects in cloth but after it has come from the dye
 department;
 "machine or plant operator and/or attendant" means an
 employee engaged in operating, attending, starting and stop-
 ping a power-driven machine or other plant and who may
 make adjustments thereto and/or feed or take off from such
 machinery; and the expression "operating or attending a
 machine" has a corresponding meaning;
 "maintenance man" means an employee, who, under super-
 vision of an artisan, is engaged in making repairs or adjust-
 ments to machines in the factory or in the workshop, or who
 may be required to assist such artisan in other work in the
 workshop;
 "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;

"motorvoertuigbestuurder", 'n werknemer wat op 'n openbare pad enige kragaangedrewe voertuig bestuur wat vir die vervoer van goedere of werknemers gebruik word, en by die toepassing van hierdie woordskrywing omvat "bestuur" alle tydperke wat daar bestuur word en enige tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te bestuur;

"muillasser", 'n werknemer wat gebreke drade aan die muilspinnasjien aanmekearlas en wat die muilspinner kan help;

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

"kamseldraer", 'n werknemer wat die kamsel bymekaarmaak en dit vir verpakking verwyder;

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

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

"deeltydse motorvoertuigbestuurder", 'n werknemer wat enige kragaangedrewe voertuig bestuur wat vir die vervoer van goedere of werknemers gebruik word, wat gewoonlik ander werk as die bestuur van so 'n voertuig verrig, maar wat so 'n voertuig bestuur vir hoogstens vier uur altesaam op enige dag, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "so 'n voertuig bestuur" alle tydperke wat daar bestuur word en enige tyd wat die bestuurder, terwyl hy in die beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee;

"nasiener", 'n werknemer wat klederstof ondersoek soos dit die weefgetou verlaat en wat die lengte van die klederstof opteken;

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

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

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

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

"ringspinnerbediener", 'n werknemer wat een of meer ringspinnars bedien;

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

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

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

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

"korttyd", 'n tydelike vermindering in die getal gewone werkeure weens 'n handelslapse, tekort aan grondstowwe, onklaaraking van installasie of masjinerie deur 'n ongeluk veroorsaak, weerstoestand of 'n ander onvoorsiene noodtoestand;

"papasjiensbediener", 'n werknemer wat 'n papmasjiens bedien;

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

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

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

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

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

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

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

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

(ii) enige nagskoftoelae of bywoningstoelae betaalbaar ingevolge subklousules (7) en (8) van klousule 7;

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

"skeringmasjiensbediener", 'n werknemer wat 'n skeringmasjiens bedien en vir die flensroller verantwoordelik is;

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

"skeringmasjiensbediener se assistent", 'n werknemer wat die skeringmasjiensbediener help deur die tolle op die tolrak te plaas en stukkende drade heel te maak;

"motor vehicle driver" means an employee engaged in driving on a public road any power-driven vehicle used for the conveyance of goods or employees and, for the purpose of this definition "driving" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

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

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

"noil man" means an employee who is engaged in collecting the noil and removing it for packing;

"noil packer" means an employee who is engaged in packing noil for storage or despatch;

"packer" means an employee, other than a top packer, who is engaged in packing goods for despatch, transport, delivery or storage;

"part-time motor vehicle driver" means an employee engaged in driving any power-driven vehicle used for the conveyance of goods or employees, who is ordinarily employed on duties other than driving such a vehicle but who is engaged in driving such vehicle for not more than four hours in the aggregate on any day, and for the purpose of this definition the expression "driving such vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;

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

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

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

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

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

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

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

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

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

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

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

"sizer" means an employee operating a sizing machine;

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

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

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

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

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

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

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

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

(ii) any night-shift allowance or attendance allowance payable in terms of sub-clauses (7) and (8) of Clause 7;

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

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

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

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

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

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

"wasbakassistent", 'n werknemer wat wol in wasbakke voer en die wasbakbediener op sy voorskrif op dié van 'n voor-man help;

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

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

"skeurwolfoerder", 'n werknemer wat in beheer is van 'n skeurwolf in die Wasafdeling;

"optoller", 'n werknemer wat 'n masjien bedien wat garing aan 'n kaastol, tol, keëltoel of inslagtoel in stringe optol;

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

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

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

- (1) Die vervaardiging, met inbegrip van alle werksaamhede wat bykomstig is tot sodanige vervaardiging, van kamstofkambol en/of uitkamsels;
- (2) die vervaardiging, met inbegrip van alle werksaamhede wat bykomstig is tot sodanige vervaardiging, van kamgaring en/of kamstof;
- (3) die vervaardiging, met inbegrip van alle werksaamhede wat bykomstig is tot sodanige vervaardiging, van kaard-en/of mengelgaring en/of kaardstof of mengelkleedstof en/of neweprodukte van afval of andersins, maar omvat nie—

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

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

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

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

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

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

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

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

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

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

4. WERKURE EN BESOLDIGING VIR OORTYD.

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

(i) Ses-en-veertig in enige week; en

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

(iii) in die geval van 'n werknemer wat 'n vyfdagweek werk, nege en 'n kwart uur op 'n dag;

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

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

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

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

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

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

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

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

"willeyer" means an employee who is in charge of a willey in the Washing Department;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. HOURS OF WORK AND REMUNERATION FOR OVERTIME.

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

(i) forty-six hours per week; and

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

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

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

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

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

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

- (i) wanneer 'n werknemer nagskof werk, tien uur op enige sodanige skof;
- (ii) wanneer 'n werknemer enige ander skof werk, twaalf uur op enige sodanige skof.

(2) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en sodanige onderbreking word nie geag deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

- (a) indien sodanige pouse langer as een uur is, enige tydperk bo een en 'n kwart uur geag word gewone werkure te wees;
- (b) werktjye wat onderbreek word deur pouses van minder as een uur, geag word aaneen te loop;
- (c) in die geval van 'n motorvoertuigbestuurder—
 - (i) 'n werkgewer, in plaas van 'n pouse van een uur na vyf uur ononderbroke werk, 'n pouse van 'n halfuur na hoogstens drie uur ononderbroke werk kan toestaan; en
 - (ii) 'n bestuurder wat gedurende sodanige pouse geen ander werk verrig nie as om in die beheer van sy voertuig te bly, by die toepassing van dié subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

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

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

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

(5) *Oortyd.*—Alle tyd wat meer as die getal ure gewerk word wat ten opsigte van 'n dag of 'n week in subklousule (1) van hierdie klousule voorgeskryf word, word geag oortyd te wees en daarvoor word betaal soos in subklousule (7) van hierdie klousule bepaal, met dien verstande dat enige tydperk wat 'n werknemer op 'n Sondag werk, nie geag word oortydwerk te wees nie.

(6) *Bepierking van oortyd.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n motorvoertuigbestuurder, vereis of hom toelaat om langer as tien uur oortyd in enige week te werk nie: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om—

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

(7) *Betaling vir oortyd.*—'n Werknemer wat in enige week oortyd werk, moet vir elke uur of gedeelte van 'n uur wat hy altesaam aldus in daardie week gewerk het, minstens $1\frac{1}{2}$ maal sy uurloon aangepas tot die naaste halfsent, betaal word.

(8) *Vrystellings.*—Die bepalinge van subklousules (2), (3), (4) en (6) is nie van toepassing op 'n manlike werknemer wat werk verrig wat noodsaak is deur 'n onklaarraking van installasie of masjinerie of deur ander onvoorsiene noodtoestand nie en die bepalinge van subklousules (2) en (3) is nie op bewakers van toepassing nie.

5. JAARLIKSE VERLOF.

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

- (a) Twaalf gewone werkdade met volle besoldiging in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of vyftien gewone werkdade met volle besoldiging in die geval van 'n werknemer wat gewoonlik ses dae per week werk.

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

- (i) when an employee works on a night shift ten hours on any such shift;
- (ii) when an employee works on any other shift twelve hours on any such shift.

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

- (a) if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed ordinary hours of work;
- (b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;
- (c) in the case of a motorvehicle driver—
 - (i) in lieu of an interval of one hour after five hours continuous work an employer may grant an interval of one-half hour after not more than three hours continuous work; and
 - (ii) a driver who, during any such interval does no work other than remaining in charge of his vehicle, shall be deemed for the purpose of this sub-clause not to have worked during such interval.

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

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

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

(5) *Overtime.*—All the time worked in excess of the number of hours prescribed in respect of a day or week in sub-clause (1) of this clause shall be deemed to be overtime and shall be paid as laid down in sub-clause (7) of this clause, provided that any period during which an employee works on a Sunday shall not be deemed to be overtime.

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

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime for more than two hours on any day or for more than three consecutive days;
- (d) to work overtime on more than sixty days in the year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee twenty cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(7) *Payment of Overtime.*—An employee who in any week works overtime shall for each hour or part of an hour of overtime so worked in the aggregate for that week be paid not less than $1\frac{1}{2}$ times his hourly wage adjusted to the nearest half cent.

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

6. ANNUAL LEAVE.

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

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

- (b) Kersdag, Tweede Kersdag en Nuwejaarsdag as besoldigde openbare vakansiedae ingevolge klousule 6 (1) van hierdie Ooreenkomste.
- (c) Wanneer Geloftedag binne die jaarlikse verloftydperk val, word dit ook as 'n betaalde openbare vakansiedag beskou en die jaarlikse verloftydperk word sodoende met een dag verleng.

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

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

- (a) Vir elke maand voltooide diens in daardie jaar 'n bedrag gelykstaande aan sy dagloon in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of vyf vier-en-twintigstes van sy weekloon in die geval van 'n werknemer wat gewoonlik ses dae per week werk; plus
- (b) vir enige van die volgende openbare vakansiedae wat binne die tydperk val waartydens die inrigting vir die jaarlikse vakansietydperk gesluit is: Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag, 'n bedrag gelykstaande aan sy dagloon.

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

Ten opsigte van elke voltooide maand diens bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, wat ook al die kortste tydperk is, sy dagloon in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, of vyf vier-en-twintigstes van sy weekloon in die geval van 'n werknemer wat gewoonlik ses dae per week werk: Met dien verstande dat 'n werknemer—

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

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

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

- (a) wat eindig na afloop van die derde betaalweek in die vorige November, indien die werknemer tussen 15 Desember en 14 Januarie verlof toegestaan word; of
- (b) wat eindig na afloop van die derde betaalweek voor die datum waarop verlof 'n aanvang neem, indien die werknemer ingevolge die voorbehoudsbepaling van subklousule (1) sy verlof gedurende 'n ander tydperk toegestaan word.

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

- (a) die datum waarop die werknemer in die werkgever se diens getree het; of
- (b) die datum waarop 'n werknemer ooreenkomstig die bepalings van enige wet, verlof met volle besoldiging toegestaan is, op sodanige verlof geregtig geword het ingevolge sodanige wet;

wat ook al die jongste datum is.

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

(5) Enige tydperk waartydens 'n werknemer—

- (a) met verlof is ingevolge subklousule (1); of
- (b) militêre opleiding ondergaan; of

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

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

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

(ii) Any employee who on the 15th December of any year has not completed twelve months continuous service with his employer, and whose employment has not been terminated shall be paid—

- (a) for each completed month of service in that year an amount equal to his daily wage in the case of an employee who normally works on five days per week, or five twenty-fourths of his weekly wage in the case of an employee who normally works on six days per week; plus
- (b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holidays period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to his daily wage.

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

In respect of each completed month of service calculated from 15th December of the previous year or from the date of engagement, whichever is the shorter period, his daily wage in the case of an employee who normally works on five days per week or five twenty-fourths of his weekly wage in the case of an employee who normally works on six days per week: Provided that an employee—

- (a) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or
- (b) who leaves his employment without cause recognised by law as sufficient; or
- (c) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this sub-clause.

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

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

- (a) ending on the termination of the third pay week in the preceding November when the employee is granted leave between the 15th December and the 14th January; or
- (b) ending on the termination of the third pay week preceding the date on which leave commences when the employee, in terms of the proviso to sub-clause (1), is granted his leave during some other period.

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

- (a) the date on which the employee entered the employer's services; or
- (b) the date on which an employee who has, in accordance with the provisions of any law been granted leave of absence on full pay, became entitled to such leave in terms of such law;

whichever may be the later.

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

(5) Any period during which an employee—

- (a) is on leave in terms of sub-clause (1); or
- (b) undergoes military training; or

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

(d) afwesig is van werk op bevel of versoek van die werkgewer; word as diens geag by die toepassing van subklousules (1) en (2): Met dien verstande dat—

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

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

6. OPENBARE VAKANSIEDAE EN SONDAE.

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

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

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

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

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

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

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

(a) aan die werknemer—

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

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

(b) hom minstens een en 'n derde maal sy uurloon betaal vir elke uur of gedeelte van 'n uur wat hy op sodanige Sondag gewerk het, en hom binne 14 dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van so 'n werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, hy geag word vier uur te gewerk het.

Hierdie subklousule is nie op 'n bewaker of 'n los werknemer van toepassing nie.

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

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

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

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

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

6. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

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

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

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

(a) pay to the employee—

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

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

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

This sub-clause shall not apply to a guard or a casual employee.

7. LONE EN ANDER VERDIENSTES EN BETALING VAN BESOLDIGING.

(1) Geen werkgewer in die Nywerheid mag lone betaal en geen werknemer mag lone aanvaar wat minder is as dié wat in hierdie subklousule gespesifiseer word nie, naamlik—

	Loon per week.	
	In die landdros-distrik Worcester. R	In alle ander gebiede R
(a) Graad G-werknemer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Daarna.....	5.98	6.90
Graad F-werknemers, ongekwalifiseer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Gedurende tweede drie maande onder-vinding.....	5.75	6.67
Graad F-werknemer, gekwalifiseer.....	6.21	7.13
Graad E-werknemer, ongekwalifiseer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Gedurende tweede drie maande onder-vinding.....	5.75	6.67
Gedurende derde drie maande onder-vinding.....	5.98	6.90
Gedurende vierde drie maande onder-vinding.....	6.21	7.13
Graad E-werknemer, gekwalifiseer.....	6.44	7.59
Graad D-werknemer, ongekwalifiseer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Gedurende tweede drie maande onder-vinding.....	5.75	6.67
Gedurende derde drie maande onder-vinding.....	5.98	6.90
Gedurende vierde drie maande onder-vinding.....	6.21	7.13
Gedurende vyfde drie maande onder-vinding.....	6.44	7.59
Graad D-werknemer, gekwalifiseer.....	6.67	7.82
Graad C-werknemer, ongekwalifiseer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Gedurende tweede drie maande onder-vinding.....	5.75	6.67
Gedurende derde drie maande onder-vinding.....	5.98	6.90
Gedurende vierde drie maande onder-vinding.....	6.21	7.13
Gedurende vyfde drie maande onder-vinding.....	6.44	7.59
Gedurende sesde drie maande onder-vinding.....	6.67	7.82
Graad C-werknemer, gekwalifiseer.....	6.90	8.05
Graad B-werknemer, ongekwalifiseer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Gedurende tweede drie maande onder-vinding.....	5.75	6.67
Gedurende derde drie maande onder-vinding.....	5.98	6.90
Gedurende vierde drie maande onder-vinding.....	6.21	7.13
Gedurende vyfde drie maande onder-vinding.....	6.44	7.59
Gedurende sesde drie maande onder-vinding.....	6.67	7.82
Gedurende sewende drie maande onder-vinding.....	6.90	8.05
Gedurende agste drie maande onder-vinding.....	7.13	8.28
Graad B-werknemer, gekwalifiseer.....	7.59	8.74
Graad A-werknemer, ongekwalifiseer—		
Gedurende eerste drie maande onder-vinding.....	5.52	6.44
Gedurende tweede drie maande onder-vinding.....	5.75	6.67
Gedurende derde drie maande onder-vinding.....	5.98	6.90
Gedurende vierde drie maande onder-vinding.....	6.21	7.13
Gedurende vyfde drie maande onder-vinding.....	6.44	7.59
Gedurende sesde drie maande onder-vinding.....	6.67	7.82
Gedurende sewende drie maande onder-vinding.....	6.90	8.05
Gedurende agste drie maande onder-vinding.....	7.13	8.28
Gedurende negende drie maande onder-vinding.....	7.59	8.74
Gedurende tiende drie maande onder-vinding.....	8.05	9.43

7. WAGES AND OTHER EARNINGS AND PAYMENT OF REMUNERATION.

(1) No employer in the Industry shall pay, and no employee shall accept wages less than those specified in this sub-clause, as follows:—

	Wages per Week.	
	In the Magisterial District of Worcester. R	In all other Areas. R
(a) Grade G employee—		
During first three months of experience	5.52	6.44
Thereafter.....	5.98	6.90
Grade F employee, unqualified—		
During first three months of experience	5.52	6.44
During second three months of experience.....	5.75	6.67
Grade F employee, qualified.....	6.21	7.13
Grade E employee, unqualified—		
During first three months of experience	5.52	6.44
During second three months of experience.....	5.75	6.67
During third three months of experience	5.98	6.90
During fourth three months of experience.....	6.21	7.13
Grade E employee, qualified.....	6.44	7.59
Grade D Employee, unqualified—		
During first three months of experience	5.52	6.44
During second three months of experience.....	5.75	6.67
During third three months of experience	5.98	6.90
During fourth three months of experience.....	6.21	7.13
During fifth three months of experience	6.44	7.59
Grade D employee, qualified.....	6.67	7.82
Grade C employee, unqualified—		
During first three months of experience	5.52	6.44
During second three months of experience.....	5.75	6.67
During third three months of experience	5.98	6.90
During fourth three months of experience.....	6.21	7.13
During fifth three months of experience	6.44	7.59
During sixth three months of experience	6.67	7.82
Grade C employee, qualified.....	6.90	8.05
Grade B employee, unqualified—		
During first three months of experience	5.52	6.44
During second three months of experience.....	5.75	6.67
During third three months of experience	5.98	6.90
During fourth three months of experience.....	6.21	7.13
During fifth three months of experience	6.44	7.59
During sixth three months of experience	6.67	7.82
During seventh three months of experience.....	6.90	8.05
During eighth three months of experience.....	7.13	8.28
Grade B employee, qualified.....	7.59	8.74
Grade A employee, unqualified—		
During first three months of experience	5.52	6.44
During second three months of experience.....	5.75	6.67
During third three months of experience	5.98	6.90
During fourth three months of experience.....	6.21	7.13
During fifth three months of experience	6.44	7.59
During sixth three months of experience	6.67	7.82
During seventh three months of experience.....	6.90	8.05
During eighth three months of experience.....	7.13	8.28
During ninth three months of experience.....	7.59	8.74
During tenth three months of experience.....	8.05	9.43

	Loon per week.	
	In die landdros-distrik Worcester.	In alle ander gebiede.
	R	R
Graad A-werknemer, gekwalifiseer.....	8.51	9.89
Fabrieksklerk, ongekwalifiseer—		
Gedurende eerste ses maande onder-		
vinding.....	6.44	7.59
Gedurende tweede ses maande onder-		
vinding.....	6.90	8.05
Fabrieksklerk, gekwalifiseer.....	7.36	8.51
(b) Bewaker, op dagskof.....	7.20	8.30
Bewaker, op nagskof.....	7.80	9.00
Motorvoertuigbestuurder.....	12.42	14.26
Deeltydse motorvoertuigbestuurder.....	8.51	9.89

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

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

(4) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te 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, moet sodanige werknemer ten opsigte van dié dag soos volg betaal:—

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

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

Met dien verstande—

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

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

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

(i) vyf, in die geval van 'n werknemer wat vyf dae per week werk;

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

(b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

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

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

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

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

(d) Die werk-gewer moet binne 30 dae na die instelling van 'n loonaansporingskema die vakvereniging in kennis stel van die werksaamhede en/of klasse werknemers wat daarby betrokke is en die skale waarvoor daar besluit is, en daarna die vakvereniging van enige byvoegings of veranderings in dié verband in kennis stel. Voorts moet die vakvereniging 'n geleentheid gegee

	Wages per Week.	
	In the Magisterial District of Worcester.	In all other Areas.
	R	R
Grade A employee, qualified.....	8.51	9.89
Factory clerk, unqualified—		
During first six months of experience..	6.44	7.59
During second six months of experience	6.90	8.05
Factory clerk, qualified.....	7.36	8.51
(b) Guard on day shift.....	7.20	8.30
Guard on night shift.....	7.80	9.00
Motor vehicle driver.....	12.42	14.26
Part-time motor vehicle driver.....	8.51	9.89

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

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

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

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

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

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

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

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

Provided—

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

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

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

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

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

(b) The monthly wage of an employee shall be four and one-third times his weekly wage.

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

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

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

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

(d) The employer shall within 30 days of the introduction of a wage incentive scheme notify the trade union of the operations and/or grades of employees involved and of the rates decided upon and shall thereafter notify the trade union of all additions or alterations in this respect. The trade union shall, furthermore, be given an opportunity of discussing the rates and any alterations

word om die skale en enige veranderings of byvoegings met die betrokke werkgewer te bespreek. Daarbenewens moet 'n tabel van die skale wat van tyd tot tyd in die fabriek van toepassing is, op 'n opvallende plek in die inrigting opgeplak word en nie verander word behalwe na een week kennisgewing nie.

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

Werknemer se weekloon.	Bykomende bedrag per nagskof gewerk.
Van R5.52 tot R5.98	8c
Van R5.99 tot R6.67	9c
Van R6.68 tot R7.13	10c
Van R7.14 tot R7.82	11c
Van R7.83 tot R8.51	13c
Van R8.52 tot R9.89	15c

(8) *Bywoningstoelae*.—'n Werknemer wat in enige week die aantal ure werk wat hy deur sy werkgewer vereis word om te werk, word benewens enige ander besoldiging voorgeskryf in hierdie klousule 'n addisionele bedrag van twintig sent ten opsigte van daardie week se werk betaal.

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

8. METODE EN TYD VAN BETALING VAN LONE.

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

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

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

(4) Van geen werknemer word as deel van sy dienskontrak vereis om by sy werkgewer of by 'n plek deur hom aangewys, te eet of te woon nie, of om enige goed by hom of by 'n deur hom aangewese winkel te koop nie.

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

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

- geen aftrekking gemaak word in die geval van korttyd wat uit 'n handelslapte of tekort aan grondstowwe voortspruit nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het van sy voorneme om die gewone werkeure te verminder;
- geen aftrekking gemaak word in die geval van korttyd te wyte aan weersomstandighede, 'n tekort aan spoorwegtrokke onklaarmaking van installasie of masjinerie of 'n onderbreking in die verskaffing van elektriese krag nie, ten opsigte van die eerste twee uur wat daar nie gewerk word nie, tensy die werkgewer die vorige dag sy werknemer kennis gegee het dat daar geen werk beskikbaar sal wees nie.

9. BOETES EN AFTREKKINGS.

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

or additions thereto with the employer concerned. In addition a schedule of such rates from time to time applicable in the factory shall be kept posted up in a conspicuous place in the establishment and shall not be altered except after one week's notice.

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

Employee's Weekly Wage.	Additional Amount per Night Shift Worked.
From R5.52 to R5.98	8c
From R5.99 to R6.67	9c
From R6.68 to R7.13	10c
From R7.14 to R7.82	11c
From R7.83 to R8.51	13c
From R8.52 to R9.89	15c

(8) *Attendance Allowance*.—An employee, who in any week works the number of hours he is required by his employer to work, shall in addition to any other remuneration prescribed in this clause be paid an additional amount of twenty cents in respect of that week's work.

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

8. METHOD AND TIME OF PAYMENT OF WAGES.

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

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

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

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

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

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

- no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- no deduction shall be made in the case of short-time owing to the vagaries of the weather, a shortage of railway trucks, breakdown of plant or machinery or a breakdown in the supply of electric power, in respect of the first two hours not worked, unless the employer has given his employee notice on the previous day that no work will be available.

9. FINES AND DEDUCTIONS.

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

- (a) met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, siekte-, versekerings-, voorsorgs-, pensioen- of ander fondse.
- (b) Die werkgewer kan, as hy van 'n werknemer soos in die Wet omskryf 'n getekende aftrekorder ontvang wat deur die betrokke werkgewer goedgekeur word, elke week van die besoldiging van sodanige werknemer die bedrag van sy bydrae tot die vakvereniging aftrek en sodanige geld nie later nie as die 15de dag van elke maand aan die sekretaris van die tak van sodanige vereniging by die adres genoem in die aftrekorder stuur; waar 'n werkgewer nie instem tot sulke aftrekkings deur middel van aftrekorders nie, moet hy aan die erkende werkwinkelvertegenwoordiger of volgens goedgekeurde van die bestuur twee of meer werkwinkelvertegenwoordigers van sy inrigting, redelike fasiliteite verskaf om op betaaldag bydraes in sy inrigting in te samel.
- (c) Behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op bevel of versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid.
- (d) Wanneer 'n werknemer instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, verplig is om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—
- | | Per week. | Per maand |
|--------------------------|-----------|-----------|
| | R | R |
| Etes..... | 0.80 | 3.47 |
| Huisvesting..... | 0.40 | 1.73 |
| Etes en huisvesting..... | 1.20 | 5.20 |
- (e) 'n Aftrekking van enige bedrag wat deur 'n werkgewer ten behoeve van sy werknemer betaal is, wat hy by wet of regsgeeding verplig is om te betaal.
- (f) Die aftrekking toegelaat kragtens klousule 8 (6) ten opsigte van korttyd.
- (g) Die aftrekking toegelaat kragtens klousule 11 (4) ten opsigte van beskermende klere wat nie by diensbeëindiging of op redelike bevel teruggegee word nie.
- (h) Waar daar minder as 46 uur per week gewerk word as gevolg van die feit dat geen vrystelling van die bepaling van subklousules (2) en (6) (a) van klousule 4 toegestaan is nie, kan 'n aftrekking in verhouding tot die getal ure waarmee die 46 ure verminder is, gemaak word.
- (i) Bydraes tot die Raadfondse ingevolge klousule 17 van hierdie Ooreenkoms.

10. SIEKTEVERLOF EN SIEKEFONDS.

(A) Landdrostdistrik Worcester.

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

Die Fonds bestaan uit—

- (a) bydraes wat by die Fonds inbetaal is ooreenkomstig hierdie Ooreenkoms;
- (b) rente verkry uit die belegging van enige geld van die Fonds;
- (c) enige ander bedrae waarop die Fonds geregtig mag word.

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

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

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

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

- (a) With the written consent of the employee, deductions may be made for holiday, sick, insurance, provident, pensions or other funds.
- (b) The employer may, on receipt from an employee as defined in the Act of a signed stop order which shall be approved by the employer concerned, deduct from the remuneration of such employee, each week the amount of his subscriptions due to the trade union and transmit such moneys to the secretary of the branch of such union at the address set out in such stop order, not later than the 15th day of each month; where an employer does not agree to such deductions by stop order he should grant reasonable facilities to the duly recognised shop steward or at the discretion of the management two or more shop stewards of his establishment to collect subscriptions at his establishment on pay day.
- (c) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence.
- (d) When an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulations Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

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

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

10. SICK LEAVE AND SICK FUND.

(A) Magisterial District of Worcester.

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

The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with the Agreement;
- (b) interest derived from the investment of any moneys of the Fund;
- (c) any other sums to which the Fund may become entitled.

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

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

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

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

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

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

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

(v) *Bydraer se identifikasiekaart*.—By ontvangs van die eerste 13 weeklike betalings aan die Fonds ten opsigte van enige bydraer, reik die sekretaris van die Fonds 'n fondsnummer aan sodanige bydraer uit, en stel 'n bydraersidentifikasiekaart op wat aantoon—

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

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

(vi) *Finansies*.—Alle geld deur die Raad ontvang, word gestort in 'n bankrekening geopen onder die naam van die "Hex River Textiles Siektebystandsfonds". Uittrekkings uit die Fonds geskied per tjek, onderteken deur die voorsitter en/of ondervoorsitter van die Komitee en die sekretaris en/of penningmeester van die Fonds, behoorlik daartoe gemagtig deur die bestuurskomitee—enige twee handtekenings is voldoende.

Die bestuurskomitee kan enige surplusgeld wat die Fonds mag hê in 'n spaarbank of bougenootskap deponeer en die rente wat op sodanige deposito's ooploop, word in die Fonds betaal.

Alle administratiewe koste word op die Fonds se rekening geplaas.

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

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

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

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

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

(vii) *Siektebetaling en bystand*.—Ten opsigte van afwesigheid van werk vir langer as drie agtereenvolgende dae, behoorlik gestaaf deur 'n mediese sertifikaat, word die bystand aan bydraers tot die Fonds betaal teen die koers van R3.50 per week, mits hul aansoek aan die reëls voldoen en met dien verstande dat hierdie bystand betaal word vir 'n tydperk van hoogstens 4 weke gedurende enige kalenderjaar, of, in die geval van die eerste kalenderjaar van lidmaatskap van die Fonds, 'n *pro rata* tydperk.

Vir die doel van betalings van bystand beteken "siekte" enige ongesteldheid, kwelling of siekte wat (i) nie toegeskryf kan word aan wangedrag of oormatige gebruik van sterk drank of verdowingsmiddels nie, en (ii) nie 'n ongeval, ongesteldheid of siekte is ten opsigte waarvan skadeloosstelling betaalbaar is ingevolge die Ongevallewet, 1941, nie; met dien verstande dat—

- (a) geen bystand betaal word ten opsigte van enige afwesigheid van drie dae of minder nie;
- (b) elke applikant om bystand vir 'n tydperk van minstens 26 weke tot die Fonds bygedra het;
- (c) bystand nie oploopbaar is nie en geen bydraer in enige kringloop van een kalenderjaar, bereken vanaf die 1ste Mei, bystand betaal word vir 'n langer tydperk as dié wat in hierdie subklousule voorgeskryf is nie;
- (d) swangerskap en/of enige ongesteldheid wat daaruit voortspuit, nie 'n "siekte" vir die doel van bystand is nie en slegs een besoek aan die geneesheer op koste van die Fonds toegelaat word;
- (e) indien 'n bydraer sy diens in die Nywerheid laat vaar ten einde 'n betrekking buite die Nywerheid te aanvaar, hy alle aanspraak op die Fonds prysgee. Sou sodanige bydraer weer tot die Nywerheid toetree, moet hy weer eens vir 'n tydperk van ses-en-twintig weke tot die Fonds bydra alvorens enige bystand geëis kan word.

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

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

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

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

(v) *Contributor's Identification Card*.—Upon receipt of the first 13 weekly payments to the Fund in respect of any contributor, the secretary of the Fund shall allocate a Fund number to such contributor, and prepare a contributor's identification card showing—

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

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

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

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

The management committee may deposit any surplus money the Fund may have into a savings bank or building society and the interest accruing on such deposits shall be paid into the Fund.

All administrative expenses shall be charged upon the Fund.

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

The accounts of the Fund shall be audited half-yearly for the report shall be transmitted to the secretary of the Council and a balance sheet and statement reflecting the income and expenditure of the Fund for the respective 6 monthly periods shall be prepared.

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

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

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

(vii) *Sick Pay and Benefits*.—In respect of absence from work in excess of three consecutive days, duly supported by a medical certificate, the benefits shall be paid to contributors to the Fund at the rate of R3.50 per week; provided their applications comply with the rules; and provided that these benefits shall be paid for a period not exceeding 4 weeks during any calendar year, or, in the case of the initial calendar year of membership of the Fund, a *pro rata* period.

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

- (a) no benefits will be paid in respect of any absence of three days or less;
- (b) each applicant for benefit shall have contributed to the Fund for a period of not less than 26 weeks;
- (c) benefits shall not be accumulative and no contributor shall in any cycle of any calendar year, calculated from the 1st May, be paid benefits for a longer period than that prescribed in this sub-clause;
- (d) pregnancy and/or any sickness arising therefrom is not an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund;
- (e) if a contributor leaves his employment in the industry for the purposes of taking employment outside the industry, he shall forfeit all claim to the Fund. Should such contributor re-enter the industry, he must again contribute to the Fund for a period of twenty-six weeks before any benefits can be claimed.

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

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

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

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

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

Verloskunde, 'nykunde, hospitalisasie, tandheelkunde, en oogkundige dienste.

(e) In die geval van farmaseutiese voorrade is die Komitee verantwoordelik vir betalings tot R4 in enige kalenderjaar en sodanige betalings is slegs ten opsigte van medisyne verskaf deur aptekers aangestel deur die bestuurskomitee op voorskrifte uitgereik deur 'n paneeldokter. Waar die paneeldokter sy eie medisyne toeberei, tel dit ook vir die doel van uitbetaling.

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

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

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

(ix) *Ontbinding.*—(a) In die geval van die verstryking van hierdie Ooreenkoms deur verloop van tyd of verstryking weens enige ander rede, gaan die bestuurskomitee voort om die Fonds te administreer totdat dit of gelikwyder word of deur die Raad na enige ander fonds gestig vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is, oorgeplaas word.

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

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

(B) Ander gebiede.

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

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

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

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

(b) The contributor's identification card must be produced to the secretary whenever sick pay is claimed and shall be endorsed by the secretary whenever benefits have been fully paid out in any calendar year, so that fund doctors and/or chemists may, by reference to the card, ascertain whether the contributor is entitled to treatment or pharmaceutical supplies, as the case may be, at the expense of the Fund.

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

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

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

Obstetrics, surgery, hospitalisation, dentistry and optical services.

(e) In the case of pharmaceutical supplies, the committee shall be responsible for payments up to R4 in any calendar year and such payments shall only be in respect of medicines supplied by chemists appointed by the management committee on prescriptions issued by a panel doctor. Where the panel doctor dispenses his own medicines, these shall also count for the purpose of re-imbursing.

(f) In addition to the benefits prescribed in this sub-clause, the management committee may, in its discretion, authorise—

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

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

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

(b) In the event of the dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is binding, in terms of section thirty-four (2) of the Act, the management committee shall continue to administer the Fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose, provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (x) of clause 10 (A) of this Agreement and if upon the expiration of this Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(x) Upon liquidation of the Fund in terms of paragraph (a) of sub-clause (ix) of clause 10 (A) of this Agreement, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(B) Other Areas.

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

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

(b) an accident falling within the provisions of the Workmen's Compensation Act, 1941;

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

(ii) By die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 5 (5).

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

11. OORPAKKE EN HANDSKOENE.

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

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

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

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

(b) *Voorskote*.—Optoller, afvalsorteerder, afdunmasjiensbediener, fingspinner, twyners.

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

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

12. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) in die geval van vier-en-twintig uur kennis, 'n bedrag gelykstaande aan die werknemer se dagloon;

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

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

(i) Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing om enige rede wat regtens as voldoende erken word, te beëindig;

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

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

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

(a) 'n werknemer se afwesigheid met jaarlikseverlof ingevolge klousule 5; of

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

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

(ii) For the purposes of this clause, the expression "employment" shall have the same meaning as in clause 5 (5).

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

11. OVERALLS AND GLOVES.

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

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

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

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

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

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

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) in the case of twenty-four hours notice, an amount equal to the employee's daily wage.

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

Provided that this shall not affect—

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

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

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

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

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

(b) the employee's absence while undergoing military training; or

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

13. DIENSSERTIFIKAAT.

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

- (a) Naam van die werknemer voluit;
- (b) die beroep waarin hy in diens was en die duur van sy diens in elke beroep;
- (c) skaal van betaling op die datum van beëindiging van sy dienskontrak;
- (d) rede vir diensbeëindiging:—
 1. Bedanking.
 2. Vermindering van personeel.
 3. Ander.

14. PERSONE ONDER 15 JAAR.

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

15. VERTONING VAN OOREENKOMS.

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

16. VRYSTELLINGS.

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

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

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

17. UITGAWES VAN DIE RAAD.

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

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

18. TOEPASSING.

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

19. AGENTE.

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

20. VERTEENWOORDIGING VAN VAKVERENIGING OP DIE RAAD.

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

Namens die Partye, op hede die 18de dag van Januarie 1963, in Kaapstad onderteken.

A. D. LEE, *Voorsitter*,
A. CALMEYER, *Ondervoorsitter*.
A. A. DAVIS, *Sekretaris*.

No. 1390.] [6 September 1963.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KAMSTOFTEKSTIELNYWERHEID (KAAP).

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in

13. CERTIFICATE OF SERVICE.

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

- (a) Full name of the employee;
- (b) the occupation in which he was employed and duration of his employment in each occupation;
- (c) rate of pay at the date of termination of his contract of employment;
- (d) reason for termination of service:—
 1. Resignation.
 2. Reduction in staff.
 3. Other.

14. PERSONS UNDER 15 YEARS.

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

15. EXHIBITION OF AGREEMENT.

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

16. EXEMPTIONS.

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

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

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

17. EXPENSES OF THE COUNCIL.

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

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

18. ADMINISTRATION.

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

19. AGENTS.

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

20. TRADE UNION REPRESENTATION ON THE COUNCIL.

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

Signed at Cape Town on behalf of the parties, on this 18th day of January, 1963.

A. D. LEE, *Chairman*.
A. CALMEYER, *Vice-Chairman*.
A. A. DAVIS, *Secretary*.

No. 1390.] [6 September 1963.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

WORSTED TEXTILE MANUFACTURING
INDUSTRY (CAPE).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended,

verband met die Kamstoftekstielywerheid, gepubliseer by Goewermentskennisgewing No. 1389 van 6 September 1963, oor die algemeen vir persone wie se werkeure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1391.] [6 September 1963.
WET OP OORLOGSMAATREËLS, 1940.

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

KAMSTOFTEKSTIELNYWERHEID (KAAP).

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Kamstoftekstielywerheid wat by Goewermentskennisgewing No. 1389 van 6 September 1963 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

declare the provisions of the Agreement and notice relating to the Worst Textile Manufacturing Industry, published under Government Notice No. 1389 of the 6th September, 1963, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

No. 1391.] [6 September 1963.
WAR MEASURES ACT, 1940.

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

WORSTED TEXTILE MANUFACTURING
INDUSTRY (CAPE).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Worst Textile Manufacturing Industry, published under Government Notice No. 1389 of the 6th September, 1963.

M. VILJOEN,
Deputy-Minister of Labour.

Wette van die Republiek van Suid-Afrika, 1962

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