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[No. 1037.]

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 237.] [19 Februarie 1965.
WET OP NYWERHEIDSVERSOENING, 1956.

KAMSTOFTEKSTIELNYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kamstoftekstielnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewer en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1), soos toegepas by subartikel (9), van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (6) (b), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebied tans geokkupeer deur Fine Wool Products of South Africa, Ltd., in die munisipale gebied van Uitenhage; en
- (c) kragtens paragraaf (a) van subartikel (3), soos toegepas by subartikel (9), van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (6) (b), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig in die gebied tans geokkupeer deur Fine Wool Products of South Africa, Ltd., in die munisipale gebied van Uitenhage, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

A—6258768

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 237.] [19 February 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

WORSTED TEXTILE MANUFACTURING INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Worsteds Textile Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 5 (6) (b), shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area at present occupied by Fine Wool Products of South Africa Ltd., in the Municipal Area of Uitenhage; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the area at present occupied by Fine Wool Products of South Africa Ltd., in the Municipal Area of Uitenhage, and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 5 (6) (b), shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

1—1037

BYLAË.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE KAMSTOF-
TEKSTIELNYWERHEID.

OOREENKOMS

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

Textile Workers' Industrial Union (South Africa)

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

Fine Wool Products of South Africa, Limited

(hieronder die "werkgever" genoem), aan die ander kant.

1. TOEPASSINGSBESTEK.

(A) Die bepalings van hierdie Ooreenkoms moet deur die werkgever nagekom word en deur alle lede van die vakvereniging wat in die Kamstoftekstielywerheid in diens is in die gebied wat deur die werkgever in die munisipale gebied van Uitenhage geokkupeer word.

(B) Ondanks die bepalings van subklousule (A) is die bepalings van die Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, het dieselfde betekenis as in die Wet; 'n verwysing na die Wet sluit enige wysiging van die Wet in en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui ook vrouens bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

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

"optoller" 'n werknemer wat 'n optolmasjiene bedien;

"nawasser sonder valkammasjiene" 'n werknemer wat nawasmasjiene sonder valkammasjiene bedien;

"nawasser met valkammasjiene" 'n werknemer wat nawasmasjiene met valkammasjiene wat deel vorm van sodanige masjiene, bedien;

"oproller" 'n werknemer wat die skering van die skeringmasjiene verwyder en die skering aan die flensroller vassit;

"nopster" 'n werknemer wat knopies, knoppies of nop uit die stuk verwyder sonder om gate daarin te maak en wat haartangetjies of skêre kan gebruik;

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

"kaardopsiener" 'n werknemer wat kaardmasjiene bedien;

"los werknemer" 'n werknemer wat vir hoogstens drie (3) dae in 'n bepaalde week by die werkgever in diens is;

"kategorie B-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede of beroepe diens doen:—

- (1) Kaardofstrooper en -slyper;
- (2) stopwerkknasiener;
- (3) garingknoper;

"kategorie C-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede of beroepe diens doen:—

- (1) Nasiener;
- (2) skeringpatroonbereier;
- (3) aanhegmasjienebediener;

"kategorie D-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede of beroepe diens doen:—

- (1) Nawasser met valkammasjiene;
- (2) oproller;
- (3) Kleedstofstrooper;
- (4) inryger;
- (5) handskeringknoper en -aanhegter;
- (6) stukmerker;
- (7) papper;
- (8) skeringmasjienebediener;
- (9) wewer;

"kategorie E-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede of beroepe diens doen:—

- (1) Nawasser sonder valkammasjiene;
- (2) kleedafwerkmasjienebediener;
- (3) kamvoerman;
- (4) afdunner;
- (5) kleurgebou-arbeider;
- (6) valkammasjienebediener;
- (7) henkondersoeker;
- (8) Masjieneolieman en handlanger;
- (9) afmeter;

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE
WORSTED TEXTILE MANUFACTURING INDUSTRY.

AGREEMENT

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

The Textile Workers' Industrial Union (South Africa)

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

Fine Wool Products of South Africa, Limited

(hereinafter referred to as "the employer").

1. SCOPE OF APPLICATION.

(A) The terms of this Agreement shall be observed by the employer and by all members of the trade union who are employed in the Worsteds Textile Manufacturing Industry in the area occupied by the employer in the Municipal Area of Uitenhage.

(B) Notwithstanding the provisions of sub-clause (A) the terms of the Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

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

"assembly winder" means an employee who operates a winding machine;

"backwash operator without gillbox" means an employee who operates backwash machines excluding gillboxes;

"backwash operator with gillbox" means an employee who operates backwash machines including gillboxes which are part of the machines;

"beamer" means an employee who removes the warp from the warping machine and attaches the warp to the beam;

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

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

"card tenter" means an employee engaged on minding carding machines;

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

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

- (1) Card stripper and grinder;
- (2) cloth checker;
- (3) smash piecer;

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

- (1) Percher;
- (2) warp setter;
- (3) warp tying machine operator;

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

- (1) Backwash operator with gillbox;
- (2) beamer;
- (3) cloth mender;
- (4) drawer-in;
- (5) manual warp tyer and twister;
- (6) piece marker;
- (7) sizer;
- (8) warper;
- (9) weaver;

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

- (1) Backwash operator without gillbox;
- (2) cloth finishing machine operator;
- (3) comb minder;
- (4) drawframe operator;
- (5) dyehouse labourer;
- (6) gillbox operator;
- (7) hank examiner;
- (8) machine oiler and jobber;
- (9) measurer;

- (10) tandstellersassistent of valkamsteller;
- (11) nasienerassistent;
- (12) spinner;

"kategorie F-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede of beroepe diens doen:—

- (1) Optoller;
- (2) nopster;
- (3) kaardopsiener;
- (4) kleedkamerbediende;
- (5) kaastol-, keeltol-, boltol- of inslagtoloftoller;
- (6) affhaler;
- (7) bediener van enige masjien nie elders in hierdie Ooreenkoms gespesifiseer nie;
- (8) etiketteermasjienbediener;
- (9) inhaker;
- (10) haspeljaar;
- (11) pakhuissassistent;
- (12) twyner;
- (13) afval- of voddessorteerder;

"kategorie G-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede of beroepe diens doen:—

- (1) Persele, voertuie, gereedskap, meubels, werktuie, implemente, masjinerie, houers of ander artikels skoonmaak en/of was;
- (2) kiste of ander houers met toue of band met 'n hand-masjien toebind;
- (3) briewe, boodskappe of artikels te voet of met 'n fiets, briediel of handvoertuig aflewer;
- (4) goedere of ander los artikels op- of aflaai, optel, dra, verskuif of opstapel;
- (5) enige handvoertuig of -trok stoot of trek;
- (6) tee of soortgelyke drank maak;
- (7) goedere op 'n gestelde skaal weeg;
- (8) help by afleweringvoertuie, maar dit nie bestuur of herstel nie;
- (9) klein tolle dra;
- (10) afval verwyder;
- (11) deure, vensters, boligte, kaste, sakke, bale, tromme of ander houers of pakkies oopmaak, verseel of toemaak;
- (12) tuinwerk (onder toesig plant, spit, hark, gras sny, strooi, meng, natmaak);
- (13) paaie of paadjies vee;
- (14) krane of kleppe onder toesig van 'n werktuigkundige, toesighouer of masjienbediener oop- of toemaak;
- (15) ondersoekte henske in bondels van spesifieke hoeveelhede bind;
- (16) batterye vul;
- (17) wol baal en/of trok;
- (18) kambolle en/of garing en/of kleedstof baal en/of verpak en/of toedraai;
- (19) uitkamsels of ander goedere vir versending, vervoer, aflewering of opberging, bymekaarmaak en/of verpak;
- (20) sakke met die hand maak en/of heelmaak;

"kaastol-, keeltol-, boltol- of inslagtoloftoller" 'n werknemer wat kaastol-, keeltol-, boltol- of inslagtolmasjiene bedien;

"kleedkamerbediende" 'n werknemer wat verantwoordelik is vir die toestand van, in, kleedkamers en/of waskamers en/of latrines, en wat sodanige persele skoonmaak en/of was;

"kleedstofondersoeker" 'n werknemer wat onder toesig van 'n voorvrou die werk van die stoppers nagaan en wat foute met kryt merk en die stukke vir verbetering na die stoppers terugstuur;

"kleedstofstoppers" 'n werknemer wat kleedstoffoute met die hand herstel;

"kleedafwerkmasjienbediener" 'n werknemer wat enige masjien in die afwerkafdeling bedien;

"kamvoerman" 'n werknemer wat een of meer Noble- of Heilmannkamme bedien;

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

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

"afduuner" 'n werknemer wat 'n afdunmasjien bedien;

"kleurgebou-arbeider" 'n werknemer wat materiaal in kleur-masjinerie inpak en weer uitpak nadat dit gekleur is;

"noodwerk"—

- (1) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie, sonder versuim gedoen moet word;
- (2) alle werk in verband met die oplaai en aflaai van—
 - (i) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of
 - (ii) voertuie wat deur 'n karweier gebruik word by die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë aangegaan;
- (3) alle werk in verband met die skoonmaak, opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;

- (10) pin setter's assistant or faller dresser;
- (11) percher's assistant;
- (12) spinner;

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

- (1) Assembly winder;
- (2) burler;
- (3) card tenter;
- (4) cloakroom attendant;
- (5) cheese cone, ball or pirn winder;
- (6) doffer;
- (7) operator of any machine not elsewhere specified in this Agreement;
- (8) labelling machine minder;
- (9) reacher-in;
- (10) reeler;
- (11) stores assistant;
- (12) twister;
- (13) waste or rag sorter;

"category G employee" means an employee engaged in one or more of the following capacities or occupations:—

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

"cheese, cone, ball or pirn winder" means an employee who operates cheese, cone, ball or pirn winding machines;

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

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

"cloth mender" means an employee who is engaged in rectifying manufacturing faults in cloth by hand;

"cloth finishing machine operator" means an employee engaged in operating any machines in the finishing department;

"comb minder" means an employee engaged in operating one or more noble combs or french combs;

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

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

"drawframe operator" means an employee who operates drawframes;

"dyehouse labourer" means an employee engaged in loading materials into dyehouse machinery and unloading after processing;

"emergency work" means—

- (1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;
- (2) any work connected with the loading or unloading of—
 - (i) trucks or vehicles of the South African Railways and Harbours; or
 - (ii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;
- (3) any work in connection with the cleaning, overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

"inrigting" enige perseel waarop of in verband waarmee een of meer werknemers in die Nywerheid diens doen;

"ondervinding", uitgesonderd soos elders bepaal, die totale tydperk of tydperke diens wat sodanige werknemer in sy besondere beroep of betiteling in die Nywerheid, na gelang van die geval, gehad het;

"valkammassienbediener" 'n werknemer wat 'n valkammassien bedien;

"henkondersoeker" 'n werknemer wat henke garing vir foute ondersoek;

"aansporingsbonus" enige stelsel waarvolgens 'n deel van 'n werknemer se besoldiging bereken word op die hoeveelheid en/of gehalte van die werk wat hy gedoen het;

"Nywerheid" die Kamstoftekstielnywerheid;

"etiketteermassienbediener" 'n werknemer wat 'n etiketteermassien bedien;

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

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

"handskeringsknoper en -aanhanger" 'n werknemer wat die drade van 'n nuwe skering aan die drade van die ou skering heg of skeringdrade van 'n nuwe skering in die vereiste volgorde deur die hewels trek;

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

"werktuigkundige" 'n geskoolde ambagsman of werksman;

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

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

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

"nasiener" 'n werknemer wat kleedstof ondersoek vir swak plekke en dit rapporteer en wat stukke kan meet;

"nasienersassistent" 'n werknemer wat 'n nasiener help;

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

"tandstellersassistent of valkamsteller" 'n werknemer wat tande in kamsegmente en -sirkels en valkammassiensegmente opstel ter voorbereiding vir die soldering en reguitmaak van tande;

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

"haspelaar" 'n werknemer wat haspelmasjiene bedien;

"afhaler" 'n werknemer wat volgelaide tolle afhaal, lêe tolle op spinningsplek en breuke in garing op ring-, klok-, vleuel- of potspinningsmasjiene en -twinmassien las ná die aanskakeling van die masjiene;

"spinner" 'n werknemer wat ring-, klok-, vleuel- of potspinningsmasjiene bedien;

"twiner" 'n werknemer wat ring-, klok-, vleuel- of potspinningsmasjiene bedien;

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

"papper" 'n werknemer wat 'n papmassien bedien;

"garingknoper" 'n werknemer wat help met die heelmaak van skeringbreuke en wat ook help met die algemene toesig oor werkers in die weefafdeling;

"pakhuisassistent" 'n werknemer wat onder toesig voorraad of reserwedele op versoek hanteer;

"loon" die bedrag geld ingevolge klousule 4 aan 'n werknemer betaalbaar ten opsigte van sy gewone werke soos voorgeskryf in klousule 6: Met dien verstande—

(a) dat as die werkgewer 'n werknemer ten opsigte van sodanige gewone werke gereeld 'n bedrag betaal wat hoër is as die minimum loon so voorgeskryf vir 'n werknemer van sy klas, dit die hoër bedrag beteken; en

"establishment" means any premises in or in connection with which one or more employees are employed in the Industry;

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

"gill box operator" means an employee who operates gill boxes;

"hank examiner" means an employee who examines hanks of yarn for faults;

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

"Industry" means the Worsted Textile Manufacturing Industry;

"labelling machine minder" means an employee who operates labelling machines;

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

"machine or plant operator and/or attendant" means an employee who operates, attends, starts and stops a power-driven machine and who may make adjustments thereto and/or feed or take off from such machine; and the expression "operating or attending a machine" has a corresponding meaning;

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

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

"mechanic" means a skilled artisan or tradesman;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

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

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

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

"percher" means an employee who examines cloth in order to detect and report on flaws and who may measure pieces;

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

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

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

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

"reeler" means an employee engaged in operating reeling machines;

"doffer" means an employee engaged in the doffing of finished packages, positioning empty bobbins on spindles and piecing brakes after the start up on ring, cap, flyer or pot spinning and twisting machines;

"spinner" means an employee engaged in operating ring, cap, flyer or pot spinning machines;

"twister" means an employee who operates ring, cap, flyer or pot twisting machines;

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

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

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

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

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work prescribed in clause 6: Provided that—

(a) if the 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 the higher amount; and

(b) dat voorbehoudsbepaling (a) nie uitgelê moet word nie om te bedoel of in te sluit—

- (i) enige besoldiging wat 'n werknemer, wat op enige grondslag bedoel in klousule 10, in diens is, verdien bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; of
- (ii) enige nagskoftoelae of aanwesigheidstoelae of bekwaamheidstoelae betaalbaar ingevolge subklousules (4), (5) en (6) van klousule 4; of
- (iii) enige bekwaamheidsbonus toegestaan in plaas van die aansporingsbonus waarvoor in klousule 10 voorsiening gemaak word, of alle toelaes soortgelyk aan die addisionele besoldiging wat in paragraaf (ii) van hierdie subklousule bedoel en wat aan 'n werknemer betaal word;

"skeringsmasjiënbediener" 'n werknemer wat 'n skeringsmasjiën bedien;

"skeringspatroonbereier" 'n werknemer wat die kleurpatroon in die skerings rangskik;

"aanhengmasjiënbediener" 'n werknemer wat aanhengmasjiëne bedien;

"afval- of voddessorteerder" 'n werknemer wat vodge of afval sorteer;

"wag" 'n werknemer wat persele en ander eiendom bewaak;

"wewer" 'n werknemer wat weefgetoue bedien;

"kamstof" die proses waarby garing vir verkoop of vir gebruik in die weef van kleeidstof gemaak word van vesels wat gekaard, berei en gekam word om hulle langs mekaar te rangskik, met dien verstande dat 'n kleeidstof of garing wat met die kamstofproses gemaak word waarin deurlopende filamente of mensgemaakte vesels vir sierdoeleindes ingevoeg word, ten spyte van die invoeging van sulke filamente, as kamstof of -garing gereken moet word;

"kamstoftekstiëlnywerheid" die nywerheid waarin werkgewers en werknemers vir enigeen van ondergenoemde doeleindes geassosieer is:—

- (i) Die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van:—

(a) kambol en/of uitkamsels;

(b) kambol van mensgemaakte vlasvesel deur middel van die Turbo Stapler-, Siedel- of Pacific Converterstelsel of dergelike stelsel;

- (ii) die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van kamgaring en/of kamstowwe;

- (iii) die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van garing en/of kleeidstof uit wol of mensgemaakte vesels, insluitende deurlopende filamente daarvan en/of 'n mengsel van wol en ander vesels insluitende deurlopende filamente en/of nuweprodukte uit afval afkomstig van die werksaamhede verbonde aan die vervaardiging van sodanige garing of kleeidstof, maar met uitsluiting van—

(a) die vervaardiging of afwerking, geheel of gedeeltelik, van komberses en/of kombersesstof en/of reisdekens, en/of sjaals en/of smal bande, breë bande, seilstof of kafferlakengoeë vir verkoop as sodanig;

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

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

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

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

(i) In die geval van katoengaring, meer as 4,000 jaarts op die Engelse pond (avoirdupois);

(ii) in die geval van wol- of mengelgaring, meer as 2,500 jaarts op die Engelse pond (avoirdupois);

tensy dit skriftelik bepaal word as 'n voorwaarde vir verkoop of produksie op kommissie, dat sodanige garing nie vir die vervaardiging van enigeen van die artikels in paragraaf (a) gespesifiseer, gebruik mag word nie;

- (d) die vervaardiging vir verkoop of op kommissie, van enige materiaal of kleeidstof waaruit enigeen van die artikels in paragraaf (a) gespesifiseer, gemaak kan word, tensy dit skriftelik bepaal word as 'n voorwaarde vir verkoop of produksie op kommissie, dat sodanige materiaal of kleeidstof nie vir die vervaardiging van enigeen van die artikels in paragraaf (a) gespesifiseer, gebruik mag word nie.

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

(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 clause 10 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 or proficiency allowance payable in terms of sub-clauses (4) and (5) and (6) of clause 4; or

(iii) any proficiency bonus granted in lieu of the incentive bonus provided for in clause 10 or any allowances similar in nature to the additional remuneration referred to in paragraph (ii) of this sub-clause which are paid to an employee;

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

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

"warp tying machine operator" means an employee engaged in operating warp tying machines;

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

"watchman" means an employee who is engaged in guarding premises or other property;

"weaver" means an employee who operates looms;

"worsted" means the process by which yarn for sale or for use in the weaving of cloth is produced from fibres carded prepared and combed to arrange them parallel to each other, provided that a fabric or yarn, produced by the worsted process in which continuous filaments of man-made fibres are incorporated for fancy effects shall, despite the incorporation of such filaments, be deemed to be a worsted fabric or yarn;

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

- (i) The manufacture, including all operations incidental to such manufacture, of—

(a) worsted tops and/or noils;

(b) tops from man-made fibre tow by the Turbo stapler, Siedel or Pacific convertor system or similar system;

- (ii) The manufacture, including all operations incidental to such manufacture, of worsted yarns and/or worsted fabrics.

- (iii) The manufacture, including all operations incidental to such manufacture, of yarn and/or cloth from wool or man-made fibres including continuous filaments thereof and/or a mixture of wool and other fibres including continuous filaments and/or by-products from waste produced by the operations of manufacturing such yarn or cloth, but excluding—

(a) 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;

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

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

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

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

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

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

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

- (d) 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 (a) 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 (a).

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

4. BESOLDIGING.

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

Week-
liks.
R

Kategorie B-werknemer:—

Gedurende die eerste vier weke diens.....	3.55
Gedurende die tweede vier weke diens.....	3.90
Gedurende die derde vier weke diens.....	4.25
Vanaf die dertiende week tot die sesde maand diens.....	4.70
Vanaf die sewende maand tot die negende maand diens.....	5.05
Vanaf die tiende maand tot die twaalfde maand diens.....	5.30
Vanaf die dertiende maand tot die vyftiende maand diens.....	5.50
Vanaf die sestiende maand tot die agtiende maand diens.....	5.70
Vanaf die negentiende maand tot die een-en-twintigste maand diens.....	6.10
Daarna.....	6.75

Kategorie C-werknemer:—

Gedurende die eerste vier weke diens.....	3.55
Gedurende die tweede vier weke diens.....	3.90
Gedurende die derde vier weke diens.....	4.25
Vanaf die dertiende week tot die sesde maand diens.....	4.70
Vanaf die sewende maand tot die negende maand diens.....	5.05
Vanaf die tiende maand tot die twaalfde maand diens.....	5.30
Vanaf die dertiende maand tot die vyftiende maand diens.....	5.50
Daarna.....	5.90

Kategorie D-werknemer:—

Gedurende die eerste vier weke diens.....	3.55
Gedurende die tweede vier weke diens.....	3.90
Gedurende die derde vier weke diens.....	4.25
Vanaf die dertiende week tot die sesde maand diens.....	4.70
Vanaf die sewende maand tot die negende maand diens.....	5.05
Vanaf die tiende maand tot die twaalfde maand diens.....	5.30
Daarna.....	5.70

Kategorie E-werknemer:—

Gedurende die eerste vier weke diens.....	3.55
Gedurende die tweede vier weke diens.....	3.90
Gedurende die derde vier weke diens.....	4.25
Vanaf die dertiende week tot die sesde maand diens.....	4.70
Vanaf die sewende maand tot die negende maand diens.....	5.05
Daarna.....	5.40

Kategorie F-werknemer:—

Gedurende die eerste vier weke diens.....	3.55
Gedurende die tweede vier weke diens.....	3.90
Gedurende die derde vier weke diens.....	4.25
Vanaf die dertiende week tot die sesde maand diens.....	4.70
Daarna.....	5.15

Kategorie G-werknemer.....

Motorvoertuigbestuurder.....	4.80
Wag.....	9.55
	6.00

(2) 'n Los werknemer moet ten opsigte van elke dag of deel van 'n dag se diens minstens een vyfde van die weekloon, voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig, betaal word, met dien verstande dat waar van 'n los werknemer vereis word om die werk te verrig van 'n klas werknemer vir wie 'n loon op 'n stygende skaal voorgeskryf word, die term "weekloon" die weekloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van daardie klas, en voorts met dien verstande dat waar 'n werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier opeenvolgende ure op 'n bepaalde dag te werk, sy loon met 50 persent verminder mag word.

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

(4) *Nagskoftoelae.*—'n Ander werknemer as 'n wag, van wie die werkgewer vereis of wat hy toelaat om nagskof te werk, moet bo en behalwe sy loon 'n toelae van minstens 10 persent van sy uurloon betaal word vir elke uur of deel van 'n uur wat hy op nagskof werk.

(5) *Aanwesigheidstoelae.*—'n Werknemer wat die hele tyd gedurende die voorgeskrewe werkure van 'n bepaalde week werk, moet 'n aanwesigheidstoelae van 45c per week betaal word. Met dien verstande dat afwesigheid van hoogstens een dag wat deur die werkgewer gemagtig is, of anders te wyte is aan siekte of besering wat gestaaf word deur 'n sertifikaat van 'n mediese praktisyn ingevolge klousule 8, vir die doel van hierdie toelae as tyd gewerk geag moet word.

(6) *Bekwaamheidstoelae.*—'n Werknemer in kategorie G wat ses maande deurlopende diens by die werkgewer voltooi het moet bo en behalwe die weekloon voorgeskryf in subklousule (1) van hierdie klousule, 'n bekwaamheidstoelae van 35c per week betaal word.

4. REMUNERATION.

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

Per
Week.
R

Category B Employee:—

During first four weeks of employment.....	3.55
During second four weeks of employment.....	3.90
During third four weeks of employment.....	4.25
From thirteenth week to the sixth month of employment.....	4.70
From seventh month to the ninth month of employment.....	5.05
From tenth month to the twelfth month of employment.....	5.30
From thirteenth month to the fifteenth month of employment.....	5.50
From Sixteenth month to the eighteenth month of employment.....	5.70
From nineteenth month to the twenty-first month of employment.....	6.10
Thereafter.....	6.75

Category C Employee:—

During first four weeks of employment.....	3.55
During second four weeks of employment.....	3.90
During third four weeks of employment.....	4.25
From thirteenth week to the sixth month of employment.....	4.70
From seventh month to the ninth month of employment.....	5.05
From tenth month to the twelfth month of employment.....	5.30
From thirteenth month to the fifteenth month of employment.....	5.50
Thereafter.....	5.90

Category D Employee:—

During first four weeks of employment.....	3.55
During second four weeks of employment.....	3.90
During third four weeks of employment.....	4.25
From thirteenth week to the sixth month of employment.....	4.70
From seventh month to the ninth month of employment.....	5.05
From tenth month to the twelfth month of employment.....	5.30
Thereafter.....	5.70

Category E Employee:—

During first four weeks of employment.....	3.55
During second four weeks of employment.....	3.90
During third four weeks of employment.....	4.25
From thirteenth week to the sixth month of employment.....	4.70
From seventh month to the ninth month of employment.....	5.05
Thereafter.....	5.40

Category F Employee:—

During first four weeks of employment.....	3.55
During second four weeks of employment.....	3.90
During third four weeks of employment.....	4.25
From thirteenth week to the sixth month of employment.....	4.70
Thereafter.....	5.15

Category G Employee.....

Motor Vehicle Driver.....	4.80
Watchman.....	9.55
	6.00

(2) A casual employee shall be paid in respect of each day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee performing the same class of work provided that where a casual employee is required to perform the work of a class of employee for whom wages on a rising scale is prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where an employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by 50 per cent.

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

(4) *Night-shift Allowance.*—An employee, other than a watchman, who is required or permitted by the employer to work night-shift, shall be paid, in addition to his wage, an allowance of not less than 10 per cent of his hourly wage for each hour or part of an hour worked on night-shift.

(5) *Attendance Allowance.*—An employee who attends work throughout the prescribed working hours of any week shall be paid an attendance allowance of 45 cent per week. Provided that absence to the maximum extent of one day which has been authorised by the employer or alternatively has been due to illness or injury substantiated by a certificate from a medical practitioner in terms of clause 8, shall for the purposes of this allowance be regarded as time worked.

(6) *Proficiency Allowance.*—An employee in category G who has completed six months continuous employment with the employer shall, in addition to the weekly wage prescribed in sub-clause (1) of this clause, be paid a proficiency allowance of 35 cents per week.

(7) *Differensiële loon.*—'n Werknemer van wie vereis word of wat toegelaat word om langer as altesaam een uur op 'n dag hetsy bo en behalwe sy eie werk of ter vervanging 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, is geregtig op, en moet ten opsigte van elke uur of deel van 'n uur aldus gewerk, die volgende betaal word:—

- (i) In die geval bedoel in paragraaf (a), minstens een ses-enveertigste van die hoër weekloon in subklousule (1) voorgeskryf; en
- (ii) in die geval bedoel in paragraaf (b), minstens een ses-enveertigste van die hoogste weekloon in subklousule (1) voorgeskryf;

met dien verstande dat waar die verskil tussen klasse ingevolge subklousule (1) op ondervinding gegrond is, die bepaling van hierdie subklousule nie van toepassing is nie.

(8) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n ander werknemer as 'n los werknemer, weklíks, en behoudens soos bepaal in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon, voorgeskryf in subklousule (1) geles met subklousule (7), vir 'n werknemer van sy klas, betaal word, ongeag of hy in daardie week die maksimum getal gewone werke, wat op hom van toepassing is ingevolge klousule 6; of minder gewerk het.

(9) *Berekening van lone.*

(a) Die dagloon van 'n ander werknemer as 'n los werknemer is sy weekloon gedeel deur—

- (i) 5, in die geval van 'n werknemer wat vyf dae in 'n werk;
- (ii) 6, in die geval van alle ander werknemers.

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

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

(10) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat kragtens Oorlogsmaat-reël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat betaalbaar is kragtens genoemde Oorlogsmaat-reël of enige plaasvervangende wetgewing, verhoog word in so 'n mate dat 'n werknemer geregtig sou word op meer besoldiging as wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag minstens so groot as die oorbessoldiging.

5. BETALING VAN BESOLDIGING.

(1) *Ander werknemers as los werknemers.*—Behoudens die bepaling van klousule 7, moet elke bedrag wat aan 'n werknemer verskuldig is, weklíks in kontant of, met die toestemming van die werknemer, maandelíks in kontant of per tjek betaal word gedurende die werke van binne 20 minute nadat die werk gestaak is op die gewone betaaldag van die inrigting vir so 'n werknemer, of by diensbeëindiging as dit vóór die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n koevert of houer wees waarop geskryf moet staan, of wat vergesel moet wees van 'n staat waarop aangetoon moet word die naam van die werkgewer, die naam van die werknemer of sy betaalstaatsnommer en sy beroep, die getal gewone en die getal oortydure deur die werknemer gewerk, die loon van die werknemer, die besonderhede van alle ander besoldiging wat voortspruit uit die werknemer se diens, besonderhede van alle bedrae afgetrek, die werklike bedrag aan die werknemer betaal en die tydperk ten opsigte waarvan hy betaling ontvang; en so 'n koevert of houer waarop hierdie besonderhede aangeteken is, word die eiendom van die werknemer.

(2) *Los werknemer.*—Die werkgewer moet by diensbeëindiging die besoldiging wat aan sy los werknemer verskuldig is, in kontant betaal.

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

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

(5) *Etes en huisvesting.*—Behoudens soos bepaal in die Natu- relle (Stadsgebiede) Konsolidasiewet, 1945, mag die werkgewer nie van sy werknemer vereis om etes of huisvesting, of etes en huisvesting van hom of van 'n persoon of by 'n plek wat deur hom aangewys word, aan te neem nie.

(6) *Aftekings.*—Die werkgewer mag sy werknemer geen boetes oplé en ook geen bedrag, uitgesonderd die volgende, van sy besoldiging aftrek nie:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof, siektebystand, mediese hulp, versekering, of vir spaar-, voorsorg- of pensioenfondse, met dien verstande dat ingeval 'n bedrag vir 'n siekefonds ingevolge die voorbehoudsbepaling van klousule 8 (1) afgetrek word, die skriftelike toestemming van die werknemer nie nodig is nie;
- (b) by ontvangs van 'n aftekorder wat deur 'n werknemer, soos omskryf in die Wet, onderteken en deur die betrokke werkgewer goedgekeur is, moet die werkgewer elke week van

(7) *Differential Wage.*—An employee who is required or permitted to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution 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 be entitled to and be paid in respect of each hour or part of an hour so worked—

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

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

(8) *Basis of Contract.*—For the purpose of this clause the basis of contract of an employee, other than a casual employee, shall be weekly and save as provided in clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) read with sub-clause (7), for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 or less.

(9) *Calculation of Wages.*—

(a) The daily wage of an employee other than a casual employee shall be his weekly wage divided by—

- (i) 5, in the case of an employee who works a five day week;
- (ii) 6, 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.

(10) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said war measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clause 7 any amount due to an employee, shall be paid in cash weekly or, with the consent of the employee in cash or by cheque monthly during the hours of work or within twenty minutes of ceasing work on the usual pay day of the establishment for such employee, or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing the employer's name, employee's name or pay roll number and his occupation, the number of ordinary and the number of overtime hours worked by the employee, the employee's wage, the details of any other remuneration arising out of the employee's employment, the details of any deductions made, the actual amount paid to the employee and the period in respect of which payment is made; and such envelope or container on which these particulars are recorded shall become the property of the employee.

(2) *Casual Employee.*—The employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

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

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

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

(6) *Deductions.*—The employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:—

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, insurance, savings, provident or pension funds; provided that in the case of a deduction for a sick fund in terms of the proviso to clause 8 (1) the written consent of the employee need not be obtained.
- (b) The employer shall, 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 remunera-

die besoldiging van sodanige werknemer die bedrag van sy ledegeld aan die vakvereniging verskuldig, aftrek, en sodanige geld aan die sekretaris van die tak van die vakvereniging stuur, na die adres in die aftrekorder genoem, voor of op die 15de dag van elke maand;

- (c) behoudens andersluidende bepalinge in die Ooreenkoms, wanneer 'n werknemer nie by sy werk is nie, 'n bedrag eweredig aan die tydperk van sy afwesigheid bereken op die grondslag van die weekloon wat so 'n werknemer ontvang het ten opsigte van sy gewone werkure tydens sodanige afwesigheid: Met dien verstande dat indien sodanige afwesigheid op las of op versoek van die werkgewer is, geen aftrekking gemaak moet word ten opsigte van enige tydperk van meer as 'n week van sodanige afwesigheid.
- (d) enige bedrag wat die werkgewer kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (e) wanneer 'n werknemer instem, of wanneer dit van hom vereis word om, ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem, 'n bedrag wat die bedrae, wat hieronder vasgestel word, nie te bowe gaan nie:—

	Week- liks. R	Maande- liks. R
(i) Etes.....	0.30	1.30
(ii) Huisvesting.....	0.20	0.87
(iii) Etes en huisvesting.....	0.50	2.17

- (f) wanneer die gewone werkure voorgeskryf in klousule 6 weens korttyd verminder word, 'n bedrag gelyk aan die bedrag van die werknemer se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande—

(i) dat geen bedrag afgetrek mag word in die geval van korttyd wat ontstaan uit 'n slapte in die nywerheid of 'n tekort aan grondstowwe of vervoer nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) dat geen bedrag afgetrek mag word in die geval van korttyd weens 'n onklaarraking van installasie of masjinerie, ongunstige weerstoestande of ander onvoorziene noodgeval ten opsigte van die eerste uur waarin nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie;

- (g) met die skriftelike toestemming van sy werknemer, enige bedrag wat die werkgewer betaal het aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van 'n huis wat hy bewoon, of akkommodasie in 'n koshuis, in 'n lokasie of Bantodorp onder die beheer van sodanige raad of plaaslike owerheid;

(h) die bedrag toegelaat kragtens subklousule (3) van klousule 11 ten opsigte van beskermende klere wat nie by diensbeëindiging of op 'n redelike eis teruggegee word nie.

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

(1) *Gewone werkure.*—Die werkgewer mag nie van 'n ander werknemer as 'n los werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

- (a) in die geval van 'n werknemer wat ses dae in 'n week werk—

(i) 46 in 'n week van Maandag tot en met Saterdag; en
(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, en in die geval mag die ure op die ander dae tot agt en 'n half verleng word;

- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk—

(i) 46 in 'n week van Maandag tot en met Vrydag; en
(ii) behoudens subparagraaf (i) hiervan, nege en een-kwart op 'n dag.

(2) Die gewone werkure van 'n los werknemer moet hoogstens die volgende wees:—

- (a) In die geval van 'n inrigting of deel van 'n inrigting waarin ses dae in 'n week gewerk word, agt en 'n half uur op 'n dag; of

(b) in die geval van 'n inrigting of deel van 'n inrigting waarin vyf dae in 'n week gewerk word, nege en 'n kwart uur op 'n dag.

(3) *Etenspouse.*—Die werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf agtereenvolgende ure sonder 'n etenspouse van minstens een uur te werk nie, waarin nie van so 'n werknemer vereis mag word of hy nie toegelaat mag word om enige werk te doen nie, en sodanige pouse moet nie geag word deel te wees van die gewone werkure of oortyd nie: Met dien verstande—

- (i) dat die werkgewer met sy werknemer mag ooreenkom om die duur van so 'n etenspouse te verminder tot minstens 'n halfuur, en in daardie geval en nadat die werkgewer 'n staat van sodanige Ooreenkoms by die Afdelingsinspekteur van die Departement van Arbeid vir sy gebied ingedien het, mag die etenspouse aldus verkort word;

tion 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.

- (c) Except where otherwise provided for in the Agreement whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence: Provided that if such absence is on the instructions or at the request of the employer, no deduction shall be made in respect of any period in excess of one week of such absence.

(d) A deduction of any amount which the employer by law or order of any competent court is required or permitted to make.

- (e) Whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week. R	Per Month. R
(i) Board.....	0.30	1.30
(ii) Lodging.....	0.20	0.87
(iii) Board and lodging.....	0.50	2.17

- (f) Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction equal to the amount of the employee's hourly wage in respect of each hour of such reduction: Provided—

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

(ii) that no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery, vagaries of the weather or some other unforeseen emergency in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available.

- (g) With the written consent of his employee, a deduction of any amount which the employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or native village under the control of such council or local authority.

(h) The deduction permitted under sub-clause (3) of clause 11 in respect of protective clothing not surrendered on termination of service or on reasonable demand.

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

(1) *Ordinary Hours of Work.*—The employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

- (a) in the case of an employee who works a six-day week—

(i) forty-six in any week from Monday to Saturday, inclusive; and

(ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half;

- (b) in the case of an employee who works a five-day week—

(i) forty-six in any week from Monday to Friday, inclusive; and

(ii) subject to sub-paragraph (i) hereof, nine-and-one-quarter on any day.

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

- (a) in the case of an establishment or part of an establishment in which a six-day week is observed, eight and a half hours in any day.

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

(3) *Meal Intervals.*—The employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—

- (i) that the employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;

- (ii) dat werktidperke wat onderbreek word deur pouses van korter as een uur, uitgesonderd wanneer voorbehoudsbepaling (i) van toepassing is as ononderbroke geag moet word;
- (iii) dat, indien sodanige pouse langer as een uur duur, die tydperk wat dit langer as een en 'n kwart uur duur, as tyd gewerk geag moet word;
- (iv) dat 'n motorvoertuigbestuurder wat gedurende so 'n pouse geen ander werk doen as om verantwoordelik te wees of te bly vir die voertuig nie, vir die toepassing van hierdie subklousule geag moet word nie gedurende so 'n pouse te gewerk het nie;
- (v) dat hoogstens één sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag moet word nie deel van die gewone werkure te vorm nie;
- (vi) dat wanneer dit op enige dag as gevolg van oortydwerk van 'n werkgewer vereis word om 'n werknemer 'n tweede etenspouse te gee, sodanige pouse, op versoek van die werknemer, tot 15 minute verkort mag word solank die totale tydperk wat die werknemer na die eerste etenspouse van die dag gewerk het, hoogstens sewe uur duur en sodanige tweede pouse geag mag word nie deel van die gewone werkure of oortyd te wees nie.

(4) *Ruspouses.*—Die werkgewer moet aan elkeen van sy werknemers in of by sy inrigting 'n ruspouse van minstens 10 minute gedurende die eerste gedeelte van die werknemer se werktidperk en gedurende die tweede gedeelte van die werknemer se werktidperk op 'n dag toestaan.

Die tyd waarop sodanige ruspouses geneem moet word, word aan die werkgewer oorgelaat. Hy mag reël vir sodanige pouses om versprei te word sodat deurlopende werking van die fabrieksprosesse verseker word terwyl sommige werknemers hul ruspouses neem.

Gedurende die ruspouse mag nie van werknemers vereis of mag hulle nie toegelaat word om werk te verrig nie en die pouses word geag deel te wees van die werknemers se gewone werkure.

(5) *Werkure moet opeenvolgend wees.*—Behoudens soos bepaal in subklousule (3), moet alle werkure van 'n werknemer op 'n bepaalde dag opeenvolgend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer bo en behalwe die gewone getal werkure, voorgeskryf in subklousules (1) en (2), werk, word geag oortyd te wees.

(7) *Beperking van oortyd.*—Die werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as 10 uur oortyd in 'n bepaalde week te werk nie.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag die werkgewer nie van vroulike werknemers vereis of hulle toelaat om soos volg te werk nie—

- (a) tussen 6-uur nm. en 6 uur vm.;
- (b) ná 1-uur nm. op meer as vyf dae in 'n week;
- (c) oortyd vir meer as twee uur op 'n dag, uitgesonderd dat 'n werknemer wat vyf dae in 'n week werk, hoogstens vier uur oortyd op 'n Saterdag mag werk;
- (d) oortyd op meer as drie opeenvolgende dae in 'n bepaalde week;
- (e) oortyd op meer as 60 dae 'n jaar;
- (f) na voltooiing van haar gewone werkure langer as een uur oortyd op 'n dag, tensy hy—

- (i) vóór die middag sodanige werknemer daarvan in kennis gestel het; of
- (ii) sodanige werknemer van 'n geskikte ete voorsien het en haar genoeg tyd toegelaat het om dit te nuttig vóór die aanvang van sodanige oortyd; of
- (iii) sodanige werknemer minstens 20c betaal het om haar in staat te stel om betyds 'n ete te kry en te nuttig vóór die aanvang van sodanige oortyd.

(9) *Oortydbesoldiging.*—Die werkgewer moet 'n werknemer wat oortyd werk, minstens die volgende loon betaal:—

- (a) In die geval van 'n los werknemer, een en 'n derde keer sy gewone loon ten opsigte van die totale tydperk wat so 'n werknemer aldus op 'n bepaalde dag werk;
- (b) in die geval van enige ander werknemer, een en 'n derde keer sy gewone loon ten opsigte van die totale tydperk aldus in 'n bepaalde week gewerk.

(10) *Voorbehoudsbepalings.*—

- (a) Die bepalings van hierdie klousule is nie van toepassing op 'n wag nie.
- (b) Die bepalings van subklousule (3), (4), (5) en (7) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.
- (c) Die bepalings van subklousule (4) is nie van toepassing nie op 'n motorvoertuigbestuurder, 'n werknemer wat by of op 'n afleringsvoertuig help, of 'n werknemer terwyl hy diens doen op 'n skof wat hoogstens agt uur duur.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet die werkgewer sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom, die volgende toestaan:—

- (a) In die geval van 'n wag, 21 opeenvolgende kalenderdae verlof;
- (b) 12 gewone werkdade verlof in die geval van 'n werknemer, uitgesonderd 'n wag, wat gewoonlik op vyf dae per week werk; of

- (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;
- (iii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
- (iv) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;
- (v) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;
- (vi) that when on any day by reason of overtime work the employer is required to give an employee a second meal interval, such interval may, at the request of the employee, reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours and such second interval may be deemed not to be part of the ordinary hours of work or overtime.

(4) *Rest Intervals.*—The employer shall grant to each of his employees in or about his establishment 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 the rest interval the employees shall not be required or permitted to perform any work and the intervals shall be deemed to be part of the employees ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Overtime.*—All time worked by an employee in excess of the number of ordinary hours of work prescribed in sub-clause (1) and (2) shall be deemed to be overtime.

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

(8) *Female Employees.*—Notwithstanding anything to be contrary contained in this clause, the employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) 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 and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than twenty cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(9) *Payment for Overtime.*—The employer shall pay an employee who works overtime at a rate of not less than—

- (a) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked in any week.

(10) *Savings.*—

- (a) The provisions of this clause shall not apply to a watchman.
- (b) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.
- (c) The provisions of sub-clause (4) shall not apply to a driver of a motor vehicle, an employee assisting on a delivery vehicle or an employee while he is employed on a shift the duration of which does not exceed eight hours.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), the employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months employment with him—

- (a) in the case of a watchman, 21 consecutive calendar days leave;
- (b) twelve ordinary working days leave in the case of an employee, other than a watchman, who normally works on five days per week; or

- (c) 15 gewone werkdag verlos in die geval van 'n werknemer, uitgesonderd 'n wag wat gewoonlik op ses dae per week werk;

en moet dié werknemer ten opsigte van sodanige verlos betaal:

- (i) In die geval van 'n werknemer bedoel in paragraaf (a), 'n bedrag van minstens drie maal die weekloon waarop hy vanaf die eerste dag van die verlos geregtig is;
- (ii) in die geval van 'n werknemer bedoel in paragraaf (b) 'n bedrag van minstens twee en twee-vyfde maal die weekloon waarop hy vanaf die eerste dag van die verlos geregtig is;
- (iii) in die geval van 'n werknemer bedoel in paragraaf (c), 'n bedrag van minstens twee en 'n half maal die weekloon waarop hy vanaf die eerste dag van die verlos geregtig is.

Met dien verstande dat vir die toepassing van hierdie klousule die weekloon van die werknemer wat besoldig word op 'n ander grondslag as in ooreenstemming met die tyd werklik deur hom gewerk, bereken moet word op die grondslag genoem in artikel twintig (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlos voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat deur die werkgever vasgestel moet word, met dien verstande—

- (i) dat indien sodanige verlos nie vroeër toegestaan is nie, uitgesonderd soos bepaal in subklousule (3), dit toegestaan moet word sodat dit binne vier maande ná die voltooiing van die twaalf maande diens waarop dit betrekking het, begin, of as die werkgever en die werknemer vóór die die verstryking van die gestelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlos aan die werknemer moet toestaan met inbegrip van 'n datum hoogstens twee maande ná die verstryking van genoemde tydperk van vier maande;
- (ii) dat die verloftydperk nie met siekteverlos wat ingevolge klousule 8 toegestaan is nie of, tensy die werknemer aldus versoek en die werkgever skriftelik toestem, met 'n tydperk van militêre opleiding, mag saamval nie;
- (iii) dat indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte van Kersdag binne die tydperk van sodanige verlos val, 'n ander werkdag vir elke sodanige vakansiedag by die genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer 'n bedrag minstens gelyk aan sy dagloon ten opsigte van elke sodanige dag wat bygevoeg word, moet ontvang;
- (iv) dat die werkgever alle dae geleentheidsverlos wat op die skriftelike versoek van sy werknemer gedurende die 12 maande diens waarop die tydperk van jaarlikse verlos betrekking het, aan sy werknemer met volle betaling toegestaan is, van sodanige verloftydperk mag aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer, mag die werkgever toelaat dat die verlos ophoop oór 'n tydperk van hoogstens 24 maande diens: Met dien verstande—

- (i) dat so 'n versoek deur sodanige werknemer gedoen word binne vier maande ná die verstryking van die eerste tydperk van 12 maande diens waarop die verlos betrekking het; en
- (ii) dat die ontvangsdatum van die versoek op die versoek aangeleek en deur die handtekening gestaaf word van die werkgever wat die versoek vir 'n tydperk van minstens drie jaar vanaf dié datum moet bewaar of vanaf die datum van die verstryking van die eerste tydperk van 12 maande diens waarop die verlos betrekking het, naamlik die jongste datum.

(b) Die bepalinge van subklousule (2) is *mutatis mutandis* van toepassing op die verlos wat in hierdie subklousule bedoel word.

(4) Die besoldiging ten opsigte van die verlos wat in subklousule (1) gelees saam met subklousule (3), voorgeskryf word, moet op of voor die laaste werkdag vóór die aanvangsdatum van die verlos betaal word.

(5) 'n Werknemer wie se dienskontrak beëindig word binne 'n tydperk van 12 maande diens voordat die verloftydperk wat in subklousule (1) voorgeskryf word, ten opsigte van daardie tydperk opgehoop het, moet by sodanige beëindiging, saam met alle ander besoldiging wat hom mag toekom, ten opsigte van elke voltooiende maand van sodanige dienstrydperk, 'n bedrag betaal word van minstens—

- (a) in die geval van 'n werknemer bedoel in paragraaf (a) van subklousule (1), een vierde;
- (b) in die geval van 'n werknemer bedoel in paragraaf (b) van subklousule (1), een vyfde;
- (c) in die geval van 'n werknemer bedoel in paragraaf (c) van subklousule (1), een sesde;

van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging, met dien verstande dat 'n werknemer 'n bedrag in verhouding tot enige verloftydperk, toegestaan aan 'n werknemer ingevolge die 4de voorbehoudbepaling van subklousule (2), mag aftrek, en voort met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien soos voorgeskryf in klousule 14 (tensy die werkgever van sodanige kennisgewing afgesien het); of
- (ii) wat sy diens sonder regsgeldige rede verlaat, of
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag as regsgeldig geag word,

nie op betaling kragtens hierdie subklousule geregtig is nie.

- (c) fifteen ordinary working days leave in the case of an employee, other than a watchman, who normally works on six days per week.

and shall pay such employee in respect of such leave—

- (i) in the case of an employee referred to in paragraph (a) an amount of not less than three times the weekly wage to which he is entitled as from the first day of such leave;
- (ii) in the case of an employee referred to in paragraph (b) an amount of not less than two and two-fifths times the weekly wage to which he is entitled as from the first day of the leave;
- (iii) in the case of an employee referred to in paragraph (c) an amount of not less than two and a half times the weekly wage he is entitled to as from the first day of the leave.

Provided that for the purpose of this clause the weekly wage of an employee who is remunerated on a basis other than in accordance with the time actually worked by him, shall be calculated on the basis set out in section twenty (5) (a) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer provided—

- (i) that if such leave has not been granted earlier it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or if the employer and the employee have agreed thereto in writing before the expiration of the set period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;
- (iii) that if New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall for each such holiday be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) that the employer may set-off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of an employee, the employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that such request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates; and
- (ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

(b) The provisions of sub-clause (2) shall *mutatis mutandis*, apply to the leave referred to in this sub-clause.

(4) The remuneration in respect of the leave prescribed in sub-clause (1) read with sub-clause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(5) An employee, whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued; shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, an amount of not less than—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-fifth;
- (c) in the case of an employee referred to in paragraph (c) of sub-clause (1), one-sixth;

of the weekly wage he was receiving immediately before the date of such termination provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the 4th proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) 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.

(6) 'n Werknemer wat geregtig geword het op 'n verloftydperk soos voorgeskryf in subklousule (1) gelees met subklousule (3), en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die beëindigingsdatum aan hom toegestaan was.

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk in te sluit ten opsigte waarvan 'n werkgewer ingevolge klousule 14 'n werknemer betaal in plaas daarvan om hom kennis te gee, en ook alle tydperke waartydens 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) met siekteverlof kragtens klousule 8;
- (c) op las of op versoek van sy werkgewer;
- (d) om militêre opleiding te ondergaan;

wat altesaam in 'n bepaalde jaar op hoogstens tien weke ten opsigte van punte (a), (b) en (c) te staan kom, plus 'n maksimum van vier maande van enige tydperk van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, geregtig geword het op 'n jaarlikse verloftydperk kragtens enige wet, op die datum waarop so 'n werknemer die laaste keer geregtig geword het op sodanige verlof kragtens so 'n wet;
- (ii) in die geval van 'n werknemer wat in diens was voordat hierdie Ooreenkoms van krag geword het, en op wie 'n wet wat voorsiening maak vir jaarlikse verlof, van toepassing was, maar wat nie geregtig geword het op 'n verloftydperk ingevolge daarvan nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste datum.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer vir die doel van jaarlikse verlof te eniger tyd, maar hoogstens een keer in 'n tydperk van 12 maande, sy inrigting of 'n deel daarvan vir hoogstens 21 opeenvolgende kalenderdae sluit.

(b) 'n Werknemer wat, op die sluitingsdatum van die inrigting ingevolge paragraaf (a), nie geregtig is op die volle tydperk van jaarlikse verlof soos voorgeskryf in subklousule (1) nie, moet ten opsigte van alle verlof wat aan hom verskuldig is, deur die werkgewer betaal word op die grondslag genoem in subklousule (5), en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum van sodanige sluiting van die inrigting.

8. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet die werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat ná drie maande diens by hom weens ongeskiktheid van sy werk afwesig is, altesaam—

- (a) in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk, minstens 10 werkdag; en
- (b) in die geval van 'n werknemer wat gewoonlik ses dae in 'n week werk, minstens 12 werkdag.

siekteverlof gedurende elke 12 maande diens by hom toestaan, en moet hy so 'n werknemer ten opsigte van alle tydperke van afwesigheid, kragtens hierdie subklousule, minstens die loon betaal wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek die werkgewer bedra, wat minstens gelyk is aan dié wat die werknemer betaal, stort in 'n fonds of organisasie wat die werknemer benoem het en wat aan die werknemer, in geval van sy ongeskiktheid onder die omstandighede in hierdie klousule gemeld, betaling waarborg van minstens die ekwivalent, in totaal, van sy loon vir 10 of 12 werkdag, na gelang van die geval, in elke kringloop van 12 maande diens;
- (ii) dat, waar daar regens van die werkgewer vereis word om gelde vir hospitaal- of geneeskundige behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die betaling wat ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule verskuldig is;
- (iii) dat, indien daar ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, ingevolge 'n ander Wet van die werkgewer vereis word om 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie.

(2) Die werkgewer mag as 'n vooropgestelde voorwaarde vir die betaling deur hom van enige bedrag wat 'n werknemer kragtens hierdie klousule ten opsigte van afwesigheid van werk eis, van die werknemer vereis om 'n sertifikaat, onderteken deur 'n mediese praktisyn, waarin die aard en duur van die werknemer se ongeskiktheid bevestig word, voor te lê.

(3) Vir die toepassing van hierdie klousule—

- (a) word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—
 - (i) met verlof kragtens klousule 7;
 - (ii) op las of op versoek van sy werkgewer;
 - (iii) met siekteverlof kragtens subklousule (1);
 - (iv) terwyl hy militêre opleiding ondergaan;

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1) read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

(7) For the purposes of this clause, the expression "Employment" shall be deemed to include any period in respect of which an employer, in terms of clause 14, pays an employee in lieu of notice and also any periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had, before the coming into force of this Agreement, become entitled to a period of Annual Leave in terms of any law on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Agreement, and to whom any law providing for annual leave applied, but who had not become entitled to a period of leave in terms thereof on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment or part thereof for up to 21 consecutive calendar days.

(b) An employee who, at the date of the closing of the establishment in terms of paragraph (a), is not entitled to the full period of annual leave prescribed in sub-clause (1), shall in respect of any leave due to him, be paid by the employer on the basis set-out in sub-clause (5) and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

8. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), the employer shall grant to his employee, other than a casual employee, who after three months employment with him, is absent from work through incapacity—

- (a) in the case of an employee who normally works a 5 day week, not less than 10 work days;
- (b) in the case of an employee who normally works a 6 day week, not less than 12 work days;

sick leave in the aggregate during each 12 months of employment with him and shall pay such employee in respect of any period of absence, in terms of this sub-clause, not less than the wage he would have received had he worked during such period; Provided—

- (i) that this clause shall not apply to an employee at whose written request, the employer makes contributions at least equal to those made by the employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set-out in this clause, payment to him of not less than in the aggregate the equivalent of his wage for 10 or 12 work days as the case may be in each cycle of 12 months of employment;
- (ii) that where the employer is by law required to pay fees for hospital or medical treatment in respect of an employee and pays such fees, the amount so paid may be set-off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iii) that if, in respect of any period of incapacity covered by this clause, the employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) The employer may as a condition precedent to the payment by him of any amount claimed, in terms of this clause, by an employee in respect of any absence from work, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

(3) For the purpose of this clause, the expression—

- (a) "employment" shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of clause 7;
 - (ii) on the instructions or at the request of the employer;
 - (iii) on sick leave in terms of sub-clause (1);
 - (iv) undergoing military training;

wat altesaam in 'n bepaalde jaar te staan kom op hoogstens 10 weke ten opsigte van punte 1, 2 en 3, plus 'n maksimum van vier maande van 'n tydperk van militêre opleiding wat daardie jaar ondergaan is, en enige diens-tydperk wat 'n werknemer by dieselfde werkgever gehad het onmiddellik vóór die datum waarop hierdie Ooreenkoms in werking tree, word vir die toepassing van hierdie klousule geag diens te wees kragtens hierdie Ooreenkoms, en enige siekteverlof met volle betaling wat gedurende sodanige tydperk aan so 'n werknemer toegestaan is, word geag toegestaan te gewees het kragtens die bepalings van hierdie Ooreenkoms;

- (b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd dié veroorsaak deur 'n werknemer se eie wangedrag; met dien verstande dat ongeskiktheid wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, geag moet word ongeskiktheid, te wees slegs ten opsigte van enige tydperk van ongeskiktheid vir werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet verskuldig is nie.

9. OPENBARE VAKANSIEDAE EN SONDAG

(1) Indien 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag werk nie, moet die werkgever hom behoudens die bepalings van klousule 5 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom, uitgesonderd soos in klousule 5 (6) bepaal, vir daardie dag minstens die loon betaal wat ten opsigte van 'n gewone weekdag betaalbaar is, plus sy uurloon vir elke uur of deel van 'n uur altesaam deur die werknemer op sodanige dag gewerk.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever—

(a) of die werknemer—

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

(b) hom minstens 1½ keer sy uurloon betaal vir elke uur of deel van 'n uur wat hy, altesaam op sodanige Sondag gewerk het, en hom binne 14 dae na so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal, met dien verstande dat waar dit van so 'n werknemer vereis word, of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag word dat hy vier uur gewerk het.

(4) Wanneer 'n werknemer 'n skof werk wat gedeeltelik val op 'n openbare vakansiedag getoem in subklousule (1), en gedeeltelik op 'n ander kalenderdag, word die hele skof geag gewerk te wees op die kalenderdag waarop die grootste gedeelte van sodanige skof val.

(5) Die bepalings van hierdie klousule is nie van toepassing op 'n wag nie, en dié van subklousules (1) en (3) (b) nie op 'n los werknemer nie.

10. AANSPORINGSBONUS.

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

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

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

11. BESKERMENDE KLERE.

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

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

(a) Geskikte oorpakke aan werknemers in diens in die volgende betrekings of hoedanighede:—

- (i) Kaartafstroper en -slyper;
- (ii) masjiënolieman en handlanger;

(b) geskikte voorskote aan werknemers in diens in die volgende betrekings of hoedanighede:—

- (i) Afdunner;
- (ii) spinner;
- (iii) twyner;

amounting in the aggregate in any year to not more than ten weeks in respect of Items, 1, 2 and 3, plus up to four months of any period of military training undergone in that year and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement, shall for the purposes of this clause, be deemed to be employment under this Agreement and any sick leave on full pay granted to such employee during such period, shall be deemed to have been granted under this Agreement;

- (b) "incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct, provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 5 (6), if an employee does not work on New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day, the employer shall pay him for the week in which such day falls, not less than his weekly wage;

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall, save as provided in clause 5 (6), pay him for that day not less than the wage payable in respect of an ordinary week day, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day;

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) Pay 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 1½ times his hourly wage for each hour or part of an hour worked by him in the aggregate on such Sunday and grant him within fourteen 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.

(4) Whenever an employee works a shift which falls partly on any public holiday mentioned in sub-clause (1), and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

(5) The provisions of this clause shall not apply to a watchman, and those of sub-clauses (1) and (3) (b) not to a casual employee.

10. INCENTIVE BONUS.

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

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

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

11. PROTECTIVE CLOTHING.

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

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

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

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

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

- (i) Drawframe operator;
- (ii) spinner;
- (iii) twister;

- (iv) wewer;
- (v) optoller;
- (vi) afvalsorteerder.

(3) Elke werknemer aan wie enige beskermende kledingstuk uitgereik is, word persoonlik vir die veilige bewaring van sodanige kledingstuk verantwoordelik gehou en wanneer sodanige kledingstuk nie aan die werkgewer terugbesorg word wanneer diens beëindig word nie of binne 'n redelike tydperk na 'n eis dat dit terugbesorg word, het die werkgewer die reg om die waarde van die betrokke kledingstuk of -stukke van die werknemer se loon af te trek.

12. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR.
'n Werkgewer mag niemand onder die leeftyd van 15 jaar in sy inrigting in diens hê nie.

13. DIENSSERTIFIKAAT.

Die werkgewer moet by beëindiging van die dienskontrak van 'n ander werknemer as 'n los werknemer, sodanige werknemer kosteloos voorsien van 'n dienssertifikaat wat deur die werkgewer onderteken is en die volgende besonderhede weergee:—

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

14. BEËINDIGING VAN DIENSKONTRAK.

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

- (a) 24 uur gedurende die eerste vier weke diens;
- (b) een week ná die eerste vier weke diens.
- (2) Die werkgewer of werknemer kan die dienskontrak sonder kennisgewing beëindig deur aan die werknemer minstens die volgende te betaal, of aan die werkgewer minstens die volgende te betaal of te verbeur, na gelang van die geval, in plaas van sodanige kennisgewing:—

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

(3) Subklousules (1) en (2) van hierdie klousule maak nie inbreuk op die volgende nie:—

- (a) Die reg van die werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om regsgeldige rede te beëindig;
- (b) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing wat aan albei kante ewe lank is en langer as wat in subklousule (1) van hierdie klousule voorgeskryf word;
- (c) die werking van alle verbeurings of boetes wat regtens van toepassing mag wees ten opsigte van 'n werknemer wat sy diens verlaat.

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

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

Op hede die negende dag van April 1964 te Uitenhage onderteken.

G. HAWKINS,
Voorsitter.

E. WALTON,
(Behoorlik gemagtigde verteenwoordiger van die werknemers.)

M. R. L. GLANVILL,
(Behoorlik gemagtigde verteenwoordiger van die werkgewer.)

No. R. 238.] [19 Februarie 1965.

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

KAMSTOFTEKSTIELNYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar 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

- (iv) weaver;
- (v) assembly winder;
- (vi) waste sorter.

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

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

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

13. CERTIFICATE OF SERVICE.

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

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

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

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

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

(4) When an agreement is entered into in terms of sub-clause (3) (b) of this clause, the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8, or during any period of military training being undergone by an employee.

Signed at Uitenhage, this 9th day of April 1964.

G. HAWKINS,
Chairman.

E. WALTON,
(Duly Authorized Representative of the Employees.)

M. R. L. GLANVILL,
(Duly Authorized Representative of the Employer.)

No. R. 238.] [19 February 1965.

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

WORSTED TEXTILE MANUFACTURING INDUSTRY.

I ALFRED ERNEST TROLLIP, 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, declare the provisions of the Agreement and

Ooreenkoms en kennisgewing in verband met die Kamstoftekstielywerheid, gepubliseer by Goewermementskennisgewing No. R. 237 van 19 Februarie 1965, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 239.] [19 Februarie 1965.
WET OP OORLOGSMAATREËLS, 1940.

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

KAMSTOFTEKSTIELNYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort 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 werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Kamstoftekstielywerheid, wat by Goewermementskennisgewing No. R. 237 van 19 Februarie 1965, gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

notice relating to the Worsteds Textile Manufacturing Industry, published under Government Notice No. R. 237 of the 19th February, 1965, 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.

A. E. TROLLIP,
Minister of Labour.

No. R. 239.] [19 February 1965.
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.

I, ALFRED ERNEST TROLLIP, 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 employees for whom wages are prescribed in the Agreement for the Worsteds Textile Manufacturing Industry, published under Government Notice No. R. 237 of the 19th February, 1965.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

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