



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



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[No. 2607.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.119.]

[16 Januarie 1970.]

WET OP NYWERHEIDSVERSOENING, 1956

KATOENTEKSTIELNYWERHEID (KAAP)

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Katoentekstielywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1972 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (b), 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1972 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Bellville, Paarl, Wellington en Worcester; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (b), 18 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1972 eindig, in die ge-

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.119.]

[16th January, 1970.]

INDUSTRIAL CONCILIATION ACT, 1956

COTTON TEXTILE MANUFACTURING INDUSTRY (CAPE)

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cotton Textile Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 December 1972, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (b), 18 and 19, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 December 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Bellville, Paarl, Wellington and Worcester; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending 31 December, 1972, the provisions of the said Agreement, excluding those contained

biede gespesifiseer in paragraaf (b) van hierdie kennisgewing *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.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE KATOENTEKSTIEL- NYWERHEID (KAAP)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur die

Textile Workers' Industrial Union (South Africa)

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

Western Province Cotton Textile Manufacturers' Association

(hieronder „die werkgewers” of „die vereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Katoentekstiel-nywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN DIE OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die landrostdistrikte Bellville, Paarl, Wellington en Worcester nagekom word deur alle werkgewers wat lede van die Vereniging is en in die Katoentekstielnywerheid is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid ingevolge artikel 48 (1) van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag tot 31 Desember 1972 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms voorkom het, tensy anders vermeld, dieselfde betekenis as in die Wet; enige verwysing na die Wet omvat enige wysiging van sodanige Wet, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; verder, tensy dit onbestaanbaar met die sinsverband is, beteken—

„Wet” die Wet op Nywerheidsversoening, No. 28 van 1956;

„n nopmasjienbediener se assistent” ’n werknemer wat in die algemeen ’n nopmasjienbediener help met die verrigting van sy pligte;

„n voorrade- en onderdelestoomman se assistent” ’n werknemer wat in die algemeen ’n voorrade- en onderdelestoomman help met die verrigting van sy pligte;

„garingdrukkleurmasjienbediener se assistent” ’n werknemer wat in die algemeen ’n garingdrukkleurmasjienbediener help met die verrigting van sy pligte;

„ambagsman” ’n werknemer wat werk doen wat gewoonlik deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken „geskoolde ambagsman” ’n werknemer wat sy vakleerlingskap uitgedien het in ’n bedryf aangewys of wat geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat ’n vaardigheidsertifikaat besit wat aan hom uitgereik is deur die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur uitgereik of kragtens artikel 2 (7) of artikel 7 (3) van genoemde Wet;

„getoumonteur” ’n werknemer wat in die algemeen die weefgetoue vir die kettingknoopwerk in gereedheid bring;

in clauses 1 (a), 2, 6 (b), 18 and 19, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE COTTON TEXTILE MANUFACTURING INDUSTRY (CAPE)

AGREEMENT

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

The Textile Workers' Industrial Union (South Africa)

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

The Western Province Cotton Textile Manufacturers' Association

(hereinafter referred to as “the employers” or “the Association”) of the other part,

being parties to the Industrial Council for the Cotton Textile Manufacturing Industry (Cape).

1. SCOPE OF APPLICATION OF THE AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Bellville, Paarl, Wellington and Worcester, by all employers who are members of the Association and are engaged in the Cotton Textile Manufacturing Industry and by all employees who are members of the Trade Union and are employed in that Industry.

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

2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation with effect from a date fixed by the Minister of Labour, in terms of section 48 (1) of the Industrial Conciliation Act, 1956, and shall remain in force until 31 December 1972, or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions appearing in this Agreement shall, unless otherwise stated, have the same meaning as in the Act; any reference to the Act shall include any amendment to 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,

“assistant to knotting-machine operator” means an employee who generally assists a knotting-machine operator in the performance of his duties;

“assistant to stores and spare parts storekeeper” means an employee who generally assists the stores and spare part storekeeper in the performance of his duties;

“assistant yarn pressure-dyeing machine operator” means an employee who generally assists a yarn pressure-dyeing machine operator in the performance of his duties;

“artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition “skilled artisan” means an employee who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

“beamgater” means an employee who generally prepares the looms for the warp-knotting operation;

- „ketelbediener” ’n werknemer wat, onder algemene toesig, verantwoordelik is vir die waterpeil en stoomdruk in ’n stoomketel en wat die vuur in sodanige ketel aan die gang mag hou of dit uittrek;
- „los werknemer” ’n werknemer wat deur dieselfde werkgewer op hoogstens 3 dae per week in diens geneem word;
- „kaardmasjiestrooper” ’n werknemer wat met die hand of met behulp van uitrusting, die afval van kaardmasjiene verwyder;
- „kaardmasjienslyper” ’n werknemer wat die kleedstof- of kaardmasjiensrollers slyp;
- „onderbaas” ’n bepaalde lid van ’n span of ploeg of groep werkers wat aangestel is om toesig te hou oor, verantwoordelik te wees vir en/of leiding te gee aan die werksaamhede van die span of ploeg of groep werkers;
- „kleedondersoeker” ’n werknemer wat die geweepte kleedstof vir defekte ondersoek, wat sodanige defekte met aanhegstrokies aanwys, die defekte heelmaak en/of regmaak;
- „Katoentekstielywerheid” of „Nywerheid” die nywerheid waarin ’n werkgewer en sy werknemers geassosieer is, in een of ander vorm, vir die produksie, deur middel van spin, weef, kleur, druk, afwerk, of deur middel van enige ander proses van watter aard ook al, van garing, materiaal, kleedstof en/of nuwe produkte van sodanige garing, of kleedstowwe, wat uitsluitlik of hoofsaaklik uit katoen en/of mensgemaakte vesels as plaasvervangers daarvan vervaardig word, en omvat alle werksaamhede wat daarby hoort of daaruit voortspruit, uitgevoer deur enige sodanige werkgewer of werknemer, maar omvat nie—
- enige werksaamheid wat binne die bestek val van die Nasionale Nywerheidsraad vir die Tekstielvervaardigingsnywerheid soos omskryf in die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing No. 1640 van 7 Oktober 1960;
 - die Kamstoftekstielywerheid, wat, by die toepassing van hierdie woordskrywing, die nywerheid beteken waarin werkgewers en werknemers geassosieer is vir enigeen van ondergenoemde doeleindes:
 - Die vervaardiging met inbegrip van alle werksaamhede wat by sodanige vervaardiging hoort, van—
 - kambol en/of kamsels;
 - Kambol van mensgemaakte veseltou deur middel van die Turbo Stapler, Siedel of Pacific Converter-stelsel of dergelike stelsels;
 - die vervaardiging, met inbegrip van alle werksaamhede wat by sodanige vervaardiging hoort, van kaming en/of kamkleedstof;
 - die vervaardiging, met inbegrip van alle werksaamhede wat by sodanige werksaamhede hoort, van garing en/of kleedstof uit wol en/of ’n mengsel van wol en ander vesels en/of nuwe produkte van afval wat ontstaan by die vervaardiging van sodanige garing of kleedstof, maar met uitsluiting van vervaardiging van produkte en die werksaamhede wat in subparagrafe (i) tot (iv) van paragraaf (3) van die woordskrywing van „Kamstoftekstielywerheid” wat in Goewermentskennisgewing No. 2121 van 24 Desember 1959 voorkom, opgenoem word;
- „kamstof” die stof voortgebring in die proses waarby garing vir verkoop of vir gebruik in die weef van kleedstof geproduseer word uit langstapelvesels van ’n gemiddelde lengte van meer as 1½ duim, gekaard, voorberei en gekam om die vesels ewewydig met mekaar te rangskik; met dien verstande dat ’n kleedstof of garing wat met die kamproses gelewer word waarin deurlopende filamente van mensgemaakte vesels vir fantasie-effekte ingelyf word, geag word, ten spyte van die inlywing van sodanige filamente, kamstofkleed of -garing te wees;
- (c) die vervaardiging van garing geheel en al uit deurlopende filamente van mensgemaakte vesels;
- „Raad” die Nywerheidsraad vir die Katoentekstielywerheid (Kaap);
- „dag” die tydperk van 24 uur bereken vanaf die tyd waarop die werknemer begin werk;
- „elektrisiën se assistent (nie-gediplomeer)” ’n werknemer wat in die algemeen ’n elektrisiën help met die verrigting van sy pligte;
- „fabrieksklerk” ’n werknemer besig met een of meer van ondergenoemde bedrywighede:
- Werkskarte, produksiekarte of ander fabrieksdokumente met die hand oorskryf.
 - Die produksie van verskillende masjiene opteken.
 - Name of nommers op tyd- of loonkarte opteken.
 - Voorraadkorte byskryf.
 - Afleweringbriewe of verpakkingstrokies uitskryf en dokumente lisseer of veilig bewaar.
 - Tik;

- „boiler attendant” means an employee who, under general supervision, is responsible for maintaining the water level and steam pressure in a boiler and who may maintain or draw fires in such boiler;
- „casual employee” means an employee who is employed by the same employer on not more than 3 days in any week;
- „carding machine stripper” means an employee who by hand and/or with assistance of equipment, removes the waste from carding machines;
- „card grinder” means an employee who is engaged in grinding the clothing on carding machine rollers;
- „chargehand” means any one member of a team or gang or group of workers who has been appointed to supervise, take charge of and/or direct the operations of the team or gang or group of workers;
- „cloth examiner” means an employee who is engaged in examining the woven cloth for flaws, who tags, mends and/or corrects such flaws;
- „Cotton Textile Manufacturing Industry” or „Industry” means the industry in which an employer and his employees are associated for the purpose, in one form or another, of producing, by means of spinning, weaving, dyeing, printing, finishing, or by any other process whatsoever, yarns, materials, cloths or by-products of such yarns, or cloths, which are wholly or mainly manufactured from cotton and/or man-made fibres as substitute therefor, and includes all operations incidental thereto or consequent thereon, carried on by any such employer or employee, but shall not include—
- any operation coming within the scope of the National Industrial Council for the Textile Manufacturing Industry as defined in the Industrial Council Agreement published under Government Notice No. 1740 of the 7th October 1960;
 - the Worsted Textile Manufacturing Industry, which, for the purpose of this definition, means the industry in which employers and employees are associated together for any of the following purposes:
 - The manufacture, including all operations incidental to such manufacture, of—
 - worsted tops and/or noils;
 - tops from man-made fibre tow by the Turbo Stapler, Siedel or Pacific Converter system or similar systems;
 - the manufacture, including all operations incidental to such manufacture, of worsted yarns and/or worsted fabrics;
 - the manufacture, including all operations incidental to such manufacture, of yarn and/or cloth from wool and/or a mixture of wool and other fibre and/or by-products from waste produced by the operations of manufacturing such yarn or cloth, but excluding the manufacture of products and the operations listed in sub-paragraphs (i) to (iv) of paragraph (3) of the definition of „Worsted Textile Manufacturing Industry” appearing in Government Notice No. 2121 of the 24th December 1959;
- „Worsted” means the process by which yarn for sale or for use in the weaving of cloth is produced from long-staple fibres of a mean length exceeding 1½ inches, carded, prepared and combed to arrange the fibre 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;
- (c) the manufacture of yarn wholly from continuous filaments of man-made fibres;
- „Council” means the Industrial Council for the Cotton Textile Manufacturing Industry (Cape);
- „day” means the period of 24 hours calculated from the time the employee commences work;
- „electrician’s assistant (non-certificated)” means an employee who generally assists an electrician in the performance of his duties;
- „factory clerical employee” means an employee engaged in one or more of the following operations:
- Copying job cards, production cards or other factory documents by hand.
 - Recording the production of various machines.
 - Entering names or numbers on time or wage cards.
 - Writing up stock cards.
 - Writing out delivery notes or packing slips and the filing or keeping in safe custody of documents.
 - Typing;

„eerstehulpman” ’n werknemer wat eerstehulp aan werknemers verleen ingeval van beserings en wat ’n bekwaamheidsertifikaat in eerstehulp besit;

„graad 0-werknemer” ’n werknemer wat een of meer van die volgende beroepe beoefen:

Getoumonteur, weefgetoumonteur, fabrieksklerk, eerstehulpman, ketelbediener, laboratoriumassistent, bestuurder van ’n motorvoertuig, wag;

„graad I-werknemer, gekwalifiseer,” ’n werknemer met minstens 2 jaar ondervinding in ’n graad I-beroep;

„graad I-werknemer, ongekwalifiseer,” ’n werknemer met minder as 2 jaar ondervinding in ’n graad I-beroep;

„graad I-werknemer” ’n werknemer in enigeen van ondergenoemde beroepe of hoedanighede:

Kaardslyper.

Seksie-skeringmasjienbediener.

Wewer.

Nopmasjienbediener.

Garingdrukkleurmasjienbediener.

Senior kleedstofkleurder en diegene gekwalifiseer en aangestel om kleurstowwe te kies, te weeg en te meng.

Elektrisiën se assistent (nie gediplomeer nie).

Inryg en inhaak, skering aanheg en twyn.

Kleed uitsny en alle stikwerk doen, maar nie stikwerk vir stapeling nie.

Jacquardkaarte pons, sny en inryg;

„graad II-werknemer, gekwalifiseer,” ’n werknemer met minstens 18 maande ondervinding in ’n graad II-beroep;

„graad II-werknemer, ongekwalifiseer,” ’n werknemer met minder as 18 maande ondervinding in ’n graad II-beroep;

„graad II-werknemer” ’n werknemer in een van ondergenoemde beroepe of hoedanighede:

Blaaskamermasjiene bedien.

Kaardmasjiene stroop, olie, skoonmaak en smeer.

Masjiene in die afdunner, ringraam-, veselbandlap-, doeblering- en keëlopdraaiafdelings bedien.

Skedes slyp.

Garing weeg en gewigte opteken.

Keëls etiketteer.

Garing droogmaak.

Masjiene bedien in die kaastol-opdraai-, skeringmasjiene- en pappingafdelings.

Assistent-garingdrukkleurmasjienbediener.

Bediening van kleedstofkleur- en droogmasjiene en saamdrukkrimpmasjiene.

Assistent van pakkamer- en onderdeelmagasynman.

Bediening van masjiene nie elders bepaal nie.

Vir stapeling stik, tussensluiting, filting, vou, doeblering.

Produksie nagaan en monsters toets;

„graad III-werknemer, gekwalifiseer,” ’n werknemer met minstens 12 maande ondervinding in ’n graad III-beroep;

„graad III-werknemer, ongekwalifiseer,” ’n werknemer met minder as 12 maande ondervinding in ’n graad III-beroep;

„graad III-werknemer” ’n werknemer in enigeen van ondergenoemde beroepe of hoedanighede:

In die klassifiseer- en mengkamer—los katoen opstapel, stapels uitmekaarhaal, na blaaskamer verwyder.

In die blaaskamer—katoen in geutbakke of op vervoerbande voer, afvalopmaakmasjiene bedien.

In die kaardafdeling—kambol dra, masjiene laai; span-droging en die hantering van veselbandkanne.

In die spoedraam-, ringraam-, doebler- en keëlopdraaiafdelings—die masjienbediener help, tolle op tolakke sit, afneem, monteer en dra, tolle, buise of keëls skoonmaak of sorteer.

In die garingpakhuis—verpakking, etikettering van pak-kies, bind, weeg, versend, ontvang, opstapel, uitpak of uitreik van garing.

Afval sorteer, afvalpers bedien, bale afval dra, stik of bind, bale etiketteer, versend.

In die kaastolopdraaiafdeling—batterye volmaak, kaas-tolle of tolle of keëls dra, kaastolle stroop.

Tolakke in die skeringafdeling oppas.

Masjiene, uitgesonderd kaardmasjiene, olie en smeer.

Assistent vir nopmasjienbediener.

Help in inrygafdeling (nie elders gespesifiseer nie).

„first-aid room attendant” means an employee who renders first-aid to employees in the event of injury and who holds a certificate of competency in first-aid;

„Grade 0 employee” means an employee engaged in any one or more of the following occupations:

Beamgater, loomgater, factory clerical employee, first-aid room attendant, boiler attendant, laboratory assistant, motor vehicle driver, watchman;

„Grade I employee, qualified,” means an employee who has had not less than 2 years’ experience in a Grade I occupation;

„Grade I employee, unqualified,” means an employee who has had less than 2 years’ experience in a Grade I occupation;

„Grade I employee” means an employee engaged in any of the following occupations or capacities:

Card grinder.

Sectional warper operator.

Weaver.

Knotting-machine operator.

Yarn pressure-dyeing machine operator.

Senior cloth dyer and those qualified and appointed to select, weigh and mix dye-stuffs.

Electrician’s assistant (non-certificated).

Drawing-in and reaching-in, warp tying and twisting cloth examiner.

Cutting of cloth and all sewing operations other than sewing for batching.

Jacquard card punching, cutting and lacing;

„Grade II employee, qualified,” means an employee who has had not less than 18 months’ experience in a Grade II occupation;

„Grade II employee, unqualified,” means an employee who has had less than 18 months’ experience in a Grade II occupation;

„Grade II employee” means an employee engaged in any of the following occupations or capacities:

Operating blowroom machines.

Carding machine stripper, oiling, cleaning and greasing of carding machines.

Operating machines in the draw-frame, speed-frame, ring-frame, sliver lap, doubling and cone-winding sections.

Cot grinding.

Weighing of yarn and recording weights.

Labelling of cones.

Yarn conditioning.

Operating machines in the pirn-winding, warping and sizing sections.

Assistant yarn pressure-dyeing machine operator.

Operating cloth-dyeing and drying machines and compressive shrinking machine.

Assistant to stores and spare-parts storekeeper.

Operation of machines not elsewhere provided for.

Sewing for batching, overlocking, plaiting, folding, doubling.

Checking output and testing samples;

„Grade III employee, qualified,” means an employee who has had not less than 12 months’ experience in a Grade III occupation;

„Grade III employee, unqualified,” means an employee who has had less than 12 months’ experience in a Grade III occupation;

„Grade III employee” means an employee engaged in any of the following occupations or capacities:

In the classification and mixing room—stacking loose cotton, breaking stacks, removing to blowroom.

In the blowroom—feeding cotton into hoppers or onto conveyors, operating waste-opening machine.

In the carding section—carrying laps, loading machines, tenting and handling of sliver-cans.

In the speed-frame, ring-frame, doubling and cone-winding sections—assisting the machine operator, creeling of cans, doffing, gaiting and carrying, cleaning or sorting of bobbins, tubes or cones.

In the yarn store—packing, labelling of packages, binding, weighing, despatching, receiving, stacking, unpacking or issuing of yarn.

Sorting of waste, operating waste-press, carrying, stitching or binding of bales of waste, labelling of bales, despatching.

In the pirn-winding section—battery-filling, pirn or bobbin or cone carrying, pirn stripping.

Creel minding in the warping section.

Oiling and greasing of machines other than carding machines.

Assistant to knotting-machine operator.

Assisting in drawing-in section not otherwise specified.

Kleedstofpakhuis en kleedstofversending—rolle kleedstof ontvang, opstapel en sorteer, opmaak, sny en monsters uitsny, kleedstofpakhuisman help, verpak, merk, met bande vasmaak, bind, kleedstof etiketteer en bale, skale laai en bedien.

In die afwerkafdeling—bediener van kleurmasjiën en drukkrimpmasjiën help, kleedstof vir kleurwerk in orde bring, saamdrukkrimping of afwerking, kleedstof stik, saamdrukkrimpmasjiën laai.

Bale ru-katoen ontvang, opstapel, verwyder, weeg en/of oopmaak.

Vloere, kamers, kleedkamers, mure of paadjies vee en/of skoonmaak en masjiene skoonmaak waar hierdie Ooreenkoms niks anders daaroor bepaal nie.

Met kruiswaens of ander houers steenkool, as en afval dra of vervoer en rolle kleedstof binne die weefafdeling of van die weefafdeling af na die pakkamers dra. Arbeiders wat goedere laai, opstapel of dra.

Tuiniers, teemakers en ander ongeskoolde arbeiders vir wie niks elders bepaal word nie;

„nopmasjiënbediener” ’n werknemer wat ’n nopmasjiën bedien en wat die nodige stelwerk aan die masjiën of aan die skering mag verrig;

„laboratoriumassistent” ’n werknemer wat onder leiding aanwags- en roetine-toetse uitvoer en die uitslae daarvan aanteken en wat in die algemeen met laboratoriumwerk help;

„weefgetoumonteur” ’n werknemer wat die getoumonteur help en wat onderdele verstel of vervang, toesig hou oor en help met die regmaak van defekte in die weefwerk;

„getoumonteur” ’n werknemer wat die meganisme van die weefgetou reg stel;

„masjiënbediener” ’n werknemer wat ’n kragmasjiën bedien, oppas, aan die gang sit en stop en wat verstellings daaraan kan maak;

„bestuurder van ’n motorvoertuig” ’n werknemer wat ’n motorvoertuig bestuur, en by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig bestuur” alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos gereed te bly om te bestuur;

„nagskof” enige werktydperk waarvan die grootste gedeelte ná 10-uur nm. val;

„besoldiging” dieselfde as in die Wet;

„senior kleedkleurder” ’n werknemer wat stukkleurmasjiene bedien;

„pakhuisman” ’n werknemer in algemene beheer van voorrade en/of klaar produkte en wat verantwoordelik is vir die ontvangs, bêre, pak of uitpak van goedere in ’n pakhuis of magasyn en/of die lewering van goedere uit ’n pakhuis of magasyn aan die verbruiksafdelings in ’n bedryfsinrigting of vir versending;

„opsigter” ’n werknemer, uitgesonderd ’n onderbaas, wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan hom of haar in ’n fabriek of departement of afdeling van ’n departement van ’n fabriek toevertrou word;

„taakwerk” ’n werkstelsel waarvolgens ’n minimum hoeveelheid werk wat in ’n gespesifiseerde tyd verrig of geproduseer moet word, as voorwaarde vir die betaling van lone vir sodanige werk gestel word;

„loon of lone” die geld betaalbaar aan ’n werknemer kragtens Bylae A ten opsigte van gewone werke soos in klousule 7 van hierdie Ooreenkoms bepaal; met dien verstande dat as ’n werkgewer gereeld ’n werknemer ten opsigte van dié gewone werke ’n hoër bedrag betaal as dié wat in Bylae A voorgeskryf word, dit die hoër bedrag beteken;

„wag” ’n werknemer wat persele of ander eiendom bewaak;

„wewer” ’n werknemer wat weefwerk doen;

„garingdrukkleurmasjiënbediener” ’n werknemer wat ’n garingdrukkleurmasjiën bedien.

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

4. LONE EN ANDER VERDIENSTES

(1) Geen werkgewer in die Nywerheid mag laer lone betaal en geen werknemer mag dit aanneem as dié wat in Bylae A hiervan gespesifiseer word nie.

(2) *Los werknemer.*—’n Los werknemer moet vir elke dag of deel van ’n dag diens minstens een vyfde van die weekloon betaal word wat vir ’n gekwalifiseerde werknemer in dieselfde gebied en van dieselfde geslag voorgeskryf word vir dieselfde klas werk

Cloth warehouse and cloth despatch—receiving, stacking sorting rolls of cloth, making-up, cutting and sampling, assisting cloth storekeeper, packing, marking, strapping, binding, labelling of cloth and bales, loading and operating scales.

In the finishing section, assisting dye-machine and compressive shrinkage machine operator, preparing cloth for dyeing, compressive shrinkage or finishing; cloth sewing, loading compressive shrinkage machine.

Receiving bales of raw cotton, stacking, removing, weighing and/or opening of such bales.

Sweeping and/or cleaning floors, rooms, cloakrooms, walls or pathways and cleaning machines where not otherwise provided for herein.

Carrying or transporting by wheel-barrows or other containers, coal, ash and refuse and carrying rolls of cloth within the weaving section, or from weaving section to warehouse.

Labourers engaged in loading, stacking or carrying goods.

Gardeners, tea-makers and other unskilled labourers not otherwise provided for;

“knotting-machine operator” means an employee engaged in operating a knotting-machine and who may make any necessary adjustments to the machine or to the warp;

“laboratory assistant” means an employee who under direction makes initial and routine tests and records the results thereof and who assists generally in laboratory work;

“loomgater” means an employee who assists the loom tuner and who makes adjustments to or replaces parts, supervises and assists in correcting faults in the weaving operation;

“loom tuner” means an employee who adjusts the setting of the mechanism of the loom to the correct setting;

“machine operator” means an employee who operates, attends, starts and stops a power-driven machine and who may make adjustments thereto;

“motor vehicle driver” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression “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 obliged to remain at his post in readiness to drive;

“nightshift” means any period of work, the major portion of which falls after 10 o’clock p.m.;

“remuneration” shall have the same meaning as in the Act;

“senior cloth dyer” means an employee who operates piece-dyeing machines;

“storekeeper” means an employee in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

“supervisor” means an employee other than a chargehand, who carries the responsibility for the correct and efficient execution of the work entrusted to his or her care in a factory or a department or a section of a department of a factory;

“task work” means any system of work under which a minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of wages for such work;

“wage” or “wages” means the amount of money payable to an employee in terms of Schedule A in respect of his ordinary hours of work as prescribed in clause 7; provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in Schedule A, it means such higher amount;

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

“weaver” means an employee engaged in weaving operations;

“yarn pressure-dyeing machine operator” means an employee who operates yarn pressure-dyeing machines.

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

4. WAGES AND OTHER EARNINGS

(1) No employer in the Industry shall pay, and no employee shall accept, wages less than those specified in Schedule A hereto.

(2) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class

as dié wat sodanige los werknemer moet verrig; met dien verstande dat, waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie lone teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf is; en voorts met dien verstande dat, waar die werkgewer van die los werknemer vereis om vir 'n tydperk van hoogstens 4 agtereenvolgende ure op 'n dag te werk, sy loon met hoogstens 50 persent verlaag mag word.

(3) *Loongrondslag.*—Die indiensnemingsgrondslag vir werknemers, uitgesonderd los werknemers, 'n weeklikse, maar uurlone voorgeskryf word, moet lone teen die uurskaal vir die effektiewe werkure betaal word.

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse, en behoudens soos bepaal in subklousule (5) en in klousules 5 en 6 moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in daardie week die maksimum getal gewone ure wat in klousule 7 voorgeskryf word, of minder gewerk het.

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

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

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

voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens een vyfde van die hoër voorgeskrewe weekloon, vir 'n werknemer wat 5 dae of een sesde van die hoër weekloon vir 'n werknemer wat 6 dae per week werk; en

(ii) in die geval in paragraaf (b) bedoel, minstens een vyfde van die hoogste voorgeskrewe weekloon vir 'n werknemer wat 5 dae per week of een sesde van die hoogste voorgeskrewe weekloon vir 'n werknemer wat 6 dae per week werk.

(6) *Veranderings van beroep by dieselfde werkgewer.*—(a) 'n Verandering van beroep van 'n werknemer binne 'n graad verminder nie sy tydperk van ondervinding in daardie graad nie.

(b) 'n Werknemer in grade I, II of III wat na 'n hoër graad bevorder word, moet besoldig word soos spesiaal in subklousule (1) van hierdie klousule bepaal.

(c) 'n Werknemer in grade I, II of III wat na 'n laer graad oorgeplaas word, moet minstens die loon ontvang vir die graad waarheen hy na benede gegradeer is, op die grondslag van ondervinding wat reeds opgedoen is in die graad waarin hy voorheen in diens was.

(7) *Ondervinding beteken—*

(i) ten opsigte van 'n graad O-werknemer, die totale tydperk of tydperke diens in die Katoentekstielywerheid wat sodanige werknemer in die werklike beroep gehad het waarin hy in diens is;

(ii) ten opsigte van 'n graad I-, graad II- of graad III-werknemer, die totale tydperk of tydperke diens in die Katoentekstielywerheid wat sodanige werknemer in enigen of al hierdie grade gehad het; met dien verstande dat—

ingeval 'n gekwalifiseerde graad III-werknemer as 'n graad II- of graad I-werknemer in diens gestel word, hy 6 maande lank op die gekwalifiseerde graad III-kerf moet bly en daarna na die volgende kerwe op die hoër skaal vorder;

ingeval 'n gekwalifiseerde graad II-werknemer na graad I oorgeplaas word, moet hy 6 maande lank op die gekwalifiseerde graad II-tarif bly en daarna na die volgende kerwe van die hoër skaal vorder;

met dien verstande dat ingeval 'n werknemer uit die nywerheid vir 'n ononderbroke tydperk van langer as 1 jaar was, hy by sy terugkoms 1 kerf op die skaal verbeur, waarop hy andersins reg sou gehad het en 'n verdere kerf vir iedere voltooide 6 maande waarmee sodanige afwesigheid langer as 1 jaar is.

(8) *Maandloon.*—Wanneer besoldiging, by ooreenkomst tussen die werkgewer en die werknemer, maandeliks betaal moet word, moet die bedrag daarvan minstens 4½ maal die loon vir 'n 46-uur-week wees, bereken teen die lone wat in Bylae A voorkom.

(9) *Skofwerk.*—(a) *Gewone skofwerk.*—(i) Wanneer 3 skofte gewerk word en die totale getal werkure nie 'n volle 46 uur per week vir al 3 skofte toelaat nie, moet die ure tydens iedere skof gewerk, nogtans geag word gelyk te staan aan 46 uur vir doeleindes van loonberekening; met dien verstande dat, waar die werknemers die werkgewer versoek om 'n gereelde skof van korter as 46 uur te werk, 'n *pro rata*-bedrag van die loon van sodanige werknemers afgetrek mag word.

of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression “weekly wage” shall mean the weekly wage provided for a qualified employee of that class and provided further that, where the employer requires a casual employee to work for a period of not more than 4 consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(3) *Basis of wages.*—The basis of employment for employees other than casual employees shall be weekly but where hourly wages are prescribed wages shall be paid at the hourly rate for the effective hours of work.

(4) *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 is provided in sub-clause (5) and in clauses 5 and 6 an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 7 or less.

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

(i) in the case referred to in paragraph (a) not less than one-fifth of the higher weekly wage prescribed for an employee working a 5-day week or one-sixth of the higher weekly wage for an employee working a 6-day week; and

(ii) in the case referred to in paragraph (b) not less than one-fifth of the highest weekly wage prescribed for an employee working a 5-day week or of the higher weekly wage prescribed for an employee working a 6-day week.

(6) *Changes of occupation with the same employer.*—(a) A change of occupation of an employee within a grade shall not lessen his experience period in that grade.

(b) An employee in Grades I, II or III promoted to a higher grade, shall be paid as specially provided in sub-clause (1) of this clause.

(c) An employee in Grades I, II or III transferred to a grade shall receive not less than the wage for the grade to which he is downgraded on the basis of experience already earned in the grade he was previously employed.

(7) *Experience means—*

(i) in relation to a Grade 0 employee the total period or periods of employment in the Cotton Textile Manufacturing Industry which such employee has had in the actual occupation in which he is employed;

(ii) in relation to a Grade I, Grade II or Grade III employee the total period or periods of employment in the Cotton Textile Manufacturing Industry which such employee has had in any or all these Grades; provided that—

in the case of a qualified Grade III employee being engaged as a Grade II or Grade I employee he shall remain for 6 months on the qualified Grade III notch and thereafter proceed on the next notches of the higher scale;

in the case of a qualified Grade II employee being transferred to Grade I he shall remain on the qualified Grade II rate for 6 months and thereafter proceed on the next notches of the higher scale;

provided that where an employee has been out of the Industry for a continuous period in excess of 1 year he shall on return to the industry forfeit 1 notch on the scale he would otherwise have been entitled to and a further notch for each completed 6 months by which such absence exceeds 1 year.

(8) *Monthly wages.*—Whenever, by agreement between the employer and the employee, remuneration is to be paid monthly, the amount thereof shall be not less than 4½ times the wage for a 46-hour week, calculated at the rates shown in Schedule A.

(9) *Shift work.*—(a) *Ordinary shift work.*—(i) Whenever 3 shift working is adopted and the total hours of work do not permit a full 46 hours per week for all 3 shifts, nevertheless the hours worked by each shift shall be deemed to be the equivalent of 46 hours for wage calculation purposes; provided that where the employees request the employer to work a regular shift of less than 46 hours a *pro rata* deduction can be made from the wages of such employees.

(ii) Ingeval 'n skof van minder ure ingevolge die voorgaande paragraaf gewerk word, moet 'n werknemer op daardie skof wat laat of afwesig is, eweredig besoldig word volgens die verhouding van sy werklike ure gewerk tot die ure wat hy sou gewerk het.

(b) *Nagskofwerk*.—Benewens die besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig is, moet 'n werknemer 'n werknemer wat nagskofte werk, 'n addisionele 10 persent van sy gewone loon betaal.

(10) *Loonberekening*.—Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon te deel deur—

(i) 5, in die geval van 'n werknemer wat 5 dae per week werk;

(ii) 6, in die geval van 'n werknemer wat 6 dae per week werk.

(11) (a) *Bywoningstoelae*.—'n Werknemer wat in 'n bepaalde week die getal ure werk wat sy werkgever van hom vereis, moet, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig mag wees, deur sy werkgever ondergenoemde bedrae aan bywoningstoelae betaal word:

Werknemers in diens in die landdrostdistrik Bellville

Vanaf 1 Januarie 1970 of vanaf die datum waarop hierdie Ooreenkoms in werking tree watter datum ook al die laaste: R1.30 per week.

Vanaf 1 Julie 1971: R1.60 per week.

Werknemers in diens in die landdrostdistrikte Paarl, Wellington en Worcester

Vanaf 1 Januarie 1970 of vanaf die datum waarop hierdie Ooreenkoms in werking tree watter datum ook al die laaste: R0.50 per week.

Vanaf 1 Julie 1971: R0.80 per week.

(b) Ondanks die bepalings van klousule 8 (1) en (2) word die bywoningstoelae nie gedurende die jaarlikse verlof betaal nie.

(12) *Verhogingsdatums*.—'n Werkgever moet die verhogings wat aan sy werknemers verskuldig is, gedurende iedere kalenderjaar op ondergenoemde grondslag betaal:

(a) Alle werknemers wat kwalifiseer vir 'n verhoging gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar moet sodanige verhogings toegestaan word met ingang van en met inbegrip van die eerste betaalweek ná 15 Februarie van sodanige jaar. Wanneer 'n werknemer nie gedurende die genoemde betaalweek in diens is nie, word hy geregtig op 'n verhoging met ingang van die datum waarop hy in diens geneem word.

(b) Net so en op dieselfde wyse word werknemers geregtig op alle verhogings wat verskuldig word gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September, en 1 Oktober tot 31 Desember van elke kalenderjaar, op 15 Mei, 15 Augustus en 15 November wat binne die onderskeie tydperke val.

(c) Wanneer bereken word of 'n werknemer vir 'n verhoging kwalifiseer, moet alle tydperke van afwesigheid van werk bygereken word, behalwe enige afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as 4 opeenvolgende betaalweke.

(13) *Lone mag nie verlaag word nie*.—Behalwe soos in subklousule (6) van hierdie klousule bepaal, mag niks in hierdie Ooreenkoms die loon verlaag wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie en 'n werknemer wat ten tyde van die toepassing van hierdie Ooreenkoms 'n loon ontvang wat hoër is as dié wat hierin voorgeskryf word vir 'n werknemer van sy klas en met sy ondervinding, moet steeds sodanige lone betaal word terwyl hy in diens by dieselfde werkgever is. Indien die werking van hierdie Ooreenkoms hom later reg gee op 'n hoër loon, moet hy daarna sodanige hoër loon ontvang.

5. HOE EN WANNEER LONE BETAAL MOET WORD

(1) *Betaling*.—(a) Alle besoldiging word verskuldig en moet in kontant weekliks of by diensbeëindiging betaal word indien dit vóór die werklike betaaldag van die werkgever plaasvind; en alle geld moet in 'n kovert of ander houer wees waarop die werkgever en die werknemer se name voorkom, asook die werknemer se beroep, die getal gewone oortydure gewerk, die verskuldigde besoldiging, bedrae afgetrek en die tydperk ten opsigte waarvan betaling verskuldig is, maar hierdie inligting kan ook verstrekkend word op 'n strokie wat aan die betaalkeuvert geheg of daarin geplaas is, met dien verstande dat niks in hierdie klousule die reg van die werkgever en werknemer aantas om ooreen te kom dat besoldiging maandeliks betaal word nie.

(b) Behoudens die bepalings van paragraaf (a) van subklousule (1) moet elke werknemer, uitgesonderd 'n los of maandelikse werknemer, ten opsigte van elke week, die verskuldigde besoldiging nie later as 1 week ná die einde van die week waarop die betaling van toepassing is, betaal word.

(ii) In the event of a shift working short hours in accordance with the preceding paragraph, an employee on the shift who is late or absent shall be paid *pro rata* in the proportion that his actual hours worked bear to the hours he should have worked.

(b) *Night shift work*.—In addition to any remuneration he may be entitled to in terms of this agreement, an employer shall pay an employee employed on night shift work an additional 10 per cent of his ordinary wages.

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

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

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

(11) (a) *Attendance allowance*.—An employee, who in any week works the number of hours he is required by his employer to work, shall in addition to any other remuneration he may be entitled to in terms of this Agreement, be paid by his employer the following attendance allowance:

Employees employed in magisterial district of Bellville

As from 1st January 1970, or from the date of coming into operation of this Agreement, whichever is the later, an amount of R1.30 per week.

As from 1st July 1971, an amount of R1.60 per week.

Employees employed in magisterial districts of Paarl, Wellington and Worcester

As from 1st January 1970, or from the date of coming into operation of this Agreement, whichever is the later, an amount of R0.50 per week.

As from 1st July 1971, an amount of R0.80 per week.

(b) Notwithstanding the provisions of clause 8 (1) and (2) the said attendance allowance shall not be paid during the annual leave period.

(12) *Incremental dates*.—An employer shall pay increases due to his employees during each calendar year on the following basis:

(a) All employees who qualify for an increase during the period 1 January to 31 March of the calendar year shall be granted such increases with effect from and including the first pay week after the 15th February of such year. When an employee is not in employment during the said pay week he shall become entitled to an increase with effect from the date he is employed.

(b) Likewise and in the same manner all increases which become due during the periods 1 April to 30 June, 1 July to 30 September, and 1 October to 31 December of each calendar year shall accrue to employees on the 15th May, 15 August and 15 November which falls within the respective periods.

(c) In calculating whether an employee qualifies for an incremental all periods of absence from work shall be counted except any absence without pay for a continuous period in excess of 4 consecutive pay weeks.

(13) *Wages not to be reduced*.—Save as is provided in sub-clause (6) of this clause, nothing contained in this Agreement shall operate to reduce the wage which is being paid to any employee on the date this Agreement comes into force and an employee who at the time of application of this Agreement is in receipt of wages in excess of those prescribed herein for an employee of his class and with his experience shall continue to receive such wages whilst in the service of the same employer. Should the operation of this Agreement subsequently entitle him to a higher rate of wages, then he shall thereafter receive such higher wage.

5. METHOD AND TIME OF PAYMENT OF WAGES

(1) *Payment*.—(a) All remuneration shall become due and be paid in cash weekly or on termination of employment, if this takes place before the actual pay day of the employer; and all payments shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which the payment is due. Alternatively, this information may be furnished on a slip attached to or contained in the pay envelope, provided nothing in this clause shall affect the right of the employer and employee to agree to monthly payments.

(b) Subject to the provisions of paragraph (a) of sub-clause (1), every employee other than a casual or monthly employee shall, in respect of each week, be paid the remuneration due to him not later than 1 week after the termination of the week to which the payment applies.

(c) 'n Los werknemer moet die besoldiging wat aan hom verskuldig is, in kontant by diensbeëindiging betaal word.

(d) 'n Werknemer moet sy besoldiging gedurende sy werkure betaal word, of binne 15 minute nadat hy opgehou het met werk en enige tyd ná 15 minute wat verstryk tussen die amptelike verstryking van die gewone werkure of oortydure en die tyd waarop betaling werklik gedoen word, moet as oortyd geag en daarvoor moet betaal word teen oortydskale soos in klousule 7 (9) hiervan bepaal word.

(2) *Premies*.—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie, met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever wetlik verplig word om by te dra.

(3) *Koop van goedere en kos en huisvesting*.—Van geen werknemer mag as deel van sy dienskontrak vereis word om enige goedere van sy werkgever of van enige plek of winkel wat deur sy werkgever aangewys word, te koop nie of om op enige plek wat deur sy werkgever aangewys word, kos of inwoning aan te neem nie, behalwe soos voorgeskryf mag word in die wette of regulasies van die Republiek of Provinsiale owerhede of plaaslike owerhede vir die regulering van die bewegings en plaaslike inwoning van Bantoes.

6. BOETES EN AFTREKKINGS

Geen werkgever mag sy werknemer boetes opleë of enige aftrekkings van die besoldiging van 'n werknemer maak nie, uitgesonderd soos volg:

(a) Met die skriftelike toestemming van die werknemer, mag bedrae afgetrek word vir vakansie-, siektebystands-, versekerings-, voorsorg-, pensioen- of dergelike fondse waarvan lidmaatskap nie vir die werknemer verpligtend is nie ingevolge 'n Ooreenkoms wat ooreenkomstig die Wet bindend is.

(b) By die ontvangs van 'n werknemer van 'n getekende aftrekorder mag die werkgever van die besoldiging van sodanige werknemer iedere week die bedrag van die werknemer se ledegeld aan die vakvereniging aftrek. Die vorm van sodanige aftrekorder moet goedgekeur word deur die werkgever en die wyse waarop die werknemer se handtekening daarop verkry word, is onderhewig aan enige voorwaardes wat die werkgever mag stel. Sodanige aftrekkings moet aan die rekening van die Vakvereniging gekrediteer word en moet, ten opsigte van aftrekkings wat op die laaste betaaldag van iedere maand gedoen word, op of voor die 15de dag van die eersvolgende maand aan die Vakvereniging betaal word. Ingeval die werkgever nie instem om sodanige aftrekkings te doen nie, moet hy redelike geriewe aan die Vakvereniging toestaan vir die insameling van ledegeld van vakbondlede aan die vakvereniging deur vakbondvertegenwoordigers; met dien verstande dat ingeval sodanige insameling daarop uitloop dat werk tot stilstand kom, die werkgever die reg het om sodanige fasiliteite onmiddellik in te trek.

(c) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, 'n aftrekking eweredig aan die tydperk van sodanige afwesigheid.

(d) Wanneer 'n werknemer toestem of daar van hom vereis word kragtens die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, om kos en/of inwoning van sy werkgever aan te neem, 'n aftrekking van hoogstens die volgende:

Per week. Per maand.

	c	R
Kos	30	1.30
Inwoning	20	0.86½
Kos en inwoning	50	2.16½

(e) 'n Aftrekking van enige bedrag wat deur 'n werkgever namens 'n werknemer ingevolge die bepalings van enige wet of regsdinging betaal is of betaal moet word.

(f) 'n Aftrekking ten opsigte van enige openbare vakansiedag, uitgesonderd 'n openbare vakansiedag met besoldiging kragtens klousule 9 hiervan, waarop daar, op versoek van minstens 75 persent van die werknemers, nie van 'n werknemer vereis word of hy toegelaat word om nie te werk nie, van die loon vir daardie dag.

(g) 'n Aftrekking ten opsigte van die waarde van oorpakke of ander uitrusting soos merkpenne, meetlinte, naalde, stensils, skêre, handknopers, tange of dergelike uitrusting—die eiendom van die werkgever—waarvan die werknemer nie in staat is om bevredigend rekenskap te gee wanneer hy die werkgever se diens verlaat nie, soos in klousule 10 bepaal.

(c) A casual employee shall be paid the remuneration due to him in cash on termination of employment.

(d) An employee shall be paid his remuneration during his working hours, or within 15 minutes of ceasing work and any excess of 15 minutes which elapses between the official time of termination of the normal hours of work or hours of overtime and the time when actual payment is made, shall be deemed to be overtime and shall be paid for at overtime rates as laid down in clause 7 (9) hereof.

(2) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment of training of an employee, provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) *Purchase of goods and board and lodging*.—No employee shall be required, as part of his contract of employment, to purchase any goods from his employer, or from any place or shop nominated by his employer, or to board or lodge at any place nominated by his employer, save as may be prescribed in the laws or regulations of the Republic or Provincial Government or local authority for the regulation of Bantu movement and local residence.

6. FINES AND DEDUCTIONS

No employer shall levy fines against an employee, nor make deductions from the remuneration of an employee, save as follows:

(a) With the written consent of the employee, deductions may be made for holiday, sick, insurance, provident, pension or similar funds, membership of which is not compulsory for the employee in terms of an agreement which is binding in terms of the Act.

(b) On receipt from an employee of a signed stop order, the employer may deduct from the remuneration of such employee each week the amount of the employee's subscriptions to the Trade Union. The form of such stop order shall be subject to the approval of the employer and the procedure for obtaining the employee's signature thereto shall be subject to such conditions as the employer may impose. Such deductions shall be credited to the account of the Trade Union and shall, in respect of deductions made up the last pay day of such month, be paid over to the Trade Union not later than the 15th day of the succeeding month. In the event of the employer not agreeing to such deductions, he shall grant reasonable facilities to the Trade Union for the collection of subscriptions to the Trade Union by shop stewards from Union members provided that should such collection result in stoppage of work or other abuse during such collection the employer shall have the right to withdraw such facilities forthwith.

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

(d) When an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer, a deduction not exceeding the following:

Per Week. Per Month.

	c	R
Board	30	1.30
Lodging	20	0.86½
Board and Lodging	50	2.16½

(e) A deduction of any amount paid or to be paid by an employer on behalf of an employee under the terms of any law or legal process.

(f) A deduction in respect of any public holiday, other than a paid public holiday under clause 9 hereof, on which at the request of at least 75 per cent of the employees an employee is not required to work or is permitted not to work, of the wage for that day.

(g) A deduction in respect of the value of overalls or other equipment such as marking pens, tape measures, needles, stencils, scissors, hand knotters, pliers or similar equipment—the property of the employer—which the employee fails to account for satisfactorily when leaving the employer's service, as provided for in clause 10.

- (h) Wanneer handelomstandighede, onklaarrakings van masjinerie, of tekorte aan grondstowwe, dit nodig maak om die gewone werkure te verkort, hieronder „korttyd” bedoel, mag die werkgever, ten opsigte van elke uur van sodanige korttyd, van die werknemer se loon 'n bedrag aftrek gelyk aan een ses-en-veertigste van sy weekloon as hy 'n tydwerker is, en as hy 'n stukwerker is, 'n bedrag gelyk aan een ses-en-veertigste van die weekloon waarop hy reg sou gehad het as hy as 'n tydwerker in diens was; met dien verstande dat minstens 2 uur kennisgewing gegee moet word aan 'n werknemer voordat enige korttyd begin; en wanneer daar versuim word om sodanige kennisgewing te gee, is die werknemer geregtig om in plaas daarvan twee ses-en-veertigstes van die weekloon te ontvang waarop hy geregtig sou gewees het hetsy hy as 'n tydwerker of as 'n stukwerker in diens was om dieselfde klas werk gedurende genoemde tydperk te verrig.
- (i) Aftrekking van bydraes tot die Raad soos in klousule 16 van hierdie Ooreenkoms bepaal.
- (j) Met die skriftelike toestemming van die werknemer, aftrekkings vir kontant wat voorgeskiet is teen die loon wat aan 'n werknemer verskuldig is; met dien verstande dat sodanige aftrekkings nie meer mag beloop as een derde van die totale besoldiging wat aan sodanige werknemer verskuldig is nie, behalwe dat die volle bedrag wat verskuldig is, verhaal kan word wanneer die dienste van die werknemer beëindig word.
- (k) Wanneer 'n werknemer skêre, handknopers, merkpenne, staalliniale, stensils of dergelike artikels wat aan hom deur die werkgever verskaf is, verloor of beskadig, het die werkgever die reg om 'n bedrag van hoogstens die koste daarvan af te trek van bedrae wat aan die werknemer by wyse van besoldiging verskuldig is.

7. WERKURE EN BESOLDIGING VIR OORTYDWERK

- (1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, is hoogstens—
- (a) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat 6 dae per week werk—
- 46 uur in 'n week; en
 - 8 uur op 'n dag tensy die ure op 1 dag hoogstens 5 is wanneer die ure op die ander dae hoogstens $8\frac{1}{2}$ op 'n dag moet wees;
- (b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat 5 dae per week werk—
- 46 uur in 'n week; en
 - $9\frac{1}{4}$ uur op 'n dag;
- (c) in die geval van 'n skofwerker—
- 46 uur in 'n week van Sondag tot en met Saterdag; en
 - 8 uur op 'n dag, behoudens paragraaf (i) hiervan.
- (2) *Los werknemer.*—Die gewone ure van 'n los werknemer is hoogstens $9\frac{1}{4}$ uur op 'n dag.
- (3) *Wag.*—Van 'n wag mag nie vereis of mag hy nie toegelaat word om langer te werk nie as—
- 12 uur op 'n dag;
 - 6 agtereenvolgende dae sonder dat 'n vry dag met volle besoldiging aan hom verleen word; met dien verstande dat die werkgever, in plaas daarvan dat hy so 'n vry dag aan sy wag verleen, die betrokke werknemer die loon mag betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus 'n bedrag gelyk aan minstens sy dagloon ten opsigte van so 'n dag wat nie aan hom verleen is nie.
- (4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n wag of 'n bestuurder van 'n motorvoertuig en ook 'n afleweringswerknemer wat sodanige bestuurder op sy rondtes vergesel, vereis of hom toelaat om langer as 5 uur ononderbroke te werk sonder 'n pouse van minstens 1 uur waarin geen werk verrig mag word nie, en sodanige pouse word nie geag werkure te wees nie, behalwe dat in gevalle waar skofte gewerk word, dit vir 'n werkgever toelaatbaar is om werknemers 'n ruspouse van 'n halfuur ná 5 uur ononderbroke werk toe te staan, met dien verstande dat enige werktyd wat deur 'n pouse van minder as 'n halfuur onderbreek word, geag word ononderbroke te wees.
- (5) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n bestuurder van 'n motorvoertuig en 'n afleweringswerknemer wat sodanige bestuurder op sy rondtes vergesel, of 'n wag, 'n ruspouse van minstens 10 minute gedurende die eerste gedeelte van die werknemer se werktyd toestaan en nog so 'n ruspouse gedurende die tweede gedeelte van die werknemer se werktyd op 'n dag. Die tye waarop sodanige ruspouses gemeen moet word, word aan die werkgever se oordeel gelaat, wat kan reël dat sodanige ruspouses op verskillende tye begin en eindig ten einde toe te laat dat die werk in die fabriek sonder enige onderbreking voortduur. Gedurende die ruspouse mag daar nie van die werknemer vereis en mag hy nie toegelaat word om enige werk te verrig nie, en sodanige ruspouse word geag deel van die werknemer se gewone werkure te wees.

- (h) Whenever the exigencies of trade, breakdown of machinery, or shortage of raw material, renders a reduction of the normal hours of work necessary, hereinafter referred to as “short time”, the employer may, in respect of each hour of such short time deduct from the employee's wages an amount equal to one forty-sixth of his weekly wage if a time-worker, and if a piece-worker, an amount equal to one forty-sixth of the weekly wage to which he would have been entitled if he had been employed as a time-worker provided that not less than 2 hours' notice shall be given to an employee before the commencement of any period of short-time, and failing the giving of such notice an employee shall be entitled to receive in lieu thereof two forty-sixths of the weekly wage to which he would have been entitled whether employed as a time-worker or as a piece-worker to perform the same class of work during the said period.
- (i) Deduction of contributions to the Council as provided in clause 16 of this Agreement.
- (j) With the written consent of the employee, deductions for cash advanced against wages due to an employee, provided that such deductions shall not exceed one-third of the total remuneration due to such employee except that where the employee's services are terminated the full amount owing may be recovered.
- (k) Where an employee loses or damages scissors, hand knotters, marking pens, steel rules, stencils or similar articles supplied to him by the employer, the employer shall have the right to deduct an amount not exceeding the cost thereof from amounts due to the employee by way of remuneration.

7. HOURS OF WORK AND REMUNERATION FOR OVERTIME

- (1) *Ordinary hours of work.*—The ordinary hours of work of an employee other than a casual employee or watchman shall not exceed—
- (a) in the case of an employee, other than a shift worker, who works a 6 day week—
- 46 hours in any week, and
 - 8 hours on any day unless the hours on 1 day do not exceed 5 in which case the hours on the other days shall not exceed $8\frac{1}{2}$ hours on any day.
- (b) in the case of an employee, other than a shift worker, who works a 5 day week—
- 46 hours on any week, and
 - $9\frac{1}{4}$ hours on any day.
- (c) in the case of a shift worker—
- 46 hours in any week from Sunday to Saturday inclusive, and
 - subject to sub-paragraph (i) hereof, 8 hours on any day.
- (2) *Casual employee.*—The ordinary hours of a casual employee shall not exceed $9\frac{1}{4}$ hours on any day.
- (3) *Watchman.*—A watchman shall not be required or permitted to work more than—
- 12 hours on any one day;
 - 6 days consecutively without being granted a day off duty on full pay; provided that the employer may, in lieu of granting his watchman any such day off, pay the employee concerned the wage which he would have received if he had not worked on such day plus an amount of not less than his daily wage in respect of such day not granted.
- (4) *Meal intervals.*—An employer shall not require or permit an employee, other than a watchman or motor vehicle driver and also delivery employees who accompany the driver on his rounds, to work for more than 5 hours continuously without a interval of not less than 1 hour, during which no work shall be performed, and such interval shall not be deemed to be working hours except that in the case of shift working, it shall be permissible for an employer to grant employees a half-hour break after 5 hours continuous work; provided that any period of work interrupted by an interval of less than a half-hour shall be deemed to be continuous.
- (5) *Rest intervals.*—An employer shall grant to every employee other than motor vehicle drivers and, delivery employees who accompany the driver on his round, or watchmen, a rest interval of not less than 10 minutes during the first portion of the employee's work period and another such rest interval during the second portion of the employee's 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. During the rest interval the employee shall not be required to perform any work and such interval shall be deemed to be part of the employee's ordinary hours of work.

(6) *Werkure moet opeenvolgende wees.*—Behoudens soos in subklousules (4) en (5) van hierdie klousule bepaal, is alle werkure opeenvolgend.

(7) *Oortyd.*—Alle tyd wat daar langer gewerk is as die getal ure voorgeskryf in subklousules (1), (2) en (3), word geag oortyd te wees, en daarvoor moet betaal word soos in subklousule (9) van hierdie klousule bepaal.

(8) (a) *Beperking van oortyd.*—(i) *Manlike werknemers.*—Geen werkgewer mag van 'n manlike werknemer vereis of hom toelaat om meer as 10 uur in 'n week oortyd te werk nie.

(ii) *Vroulike werknemers.*—Daaglikse, weeklikse en jaarlikse beperkings. Daar mag nie van 'n vroulike werknemer deur 'n werkgewer vereis en mag sy ook nie deur hom toegelaat word om op 'n bepaalde dag vóór 6 vm. of ná 6 nm., of ná 1-uur nm. op meer as vyf dae in 'n week te werk nie; ook mag hy nie van so 'n werknemer vereis of haar toelaat om soos volg oortyd te werk nie:

- (a) vir 'n tydperk van meer as 10 uur in 'n week;
- (b) vir meer as twee uur op 'n dag;
- (c) op meer as drie opeenvolgende dae; of
- (d) op meer as 60 dae in 'n jaar.

(b) *Werknemers moet in kennis gestel word dat hulle oortyd moet werk.*—Daar mag nie van 'n werknemer vereis word of 'n werknemer mag nie toegelaat word om langer as 1 uur op 'n dag oortyd te werk nie tensy die werkgewer—

- (i) voor die middag kennis daarvan aan sodanige werknemer gee; of
- (ii) aan sodanige werknemer 'n toereikende ete verskaf voordat sy met die oortydwerk moet begin; of
- (iii) sodanige werknemer 'n toelae van minstens 20 sent betaal ten einde die werknemer in staat te stel om 'n ete te verkry voordat daar met die oortydwerk begin moet word.

(9) *Betaling vir oortydwerk.*—'n Werknemer wat oortyd werk, moet ten opsigte van sodanige oortydwerk teen minstens 1½ maal sy loon wat in Bylae A voorgeskryf word, betaal word; met dien verstande dat oortyd op 'n daaglikse grondslag oploop en waar die totale oortyd wat in enige week gewerk is, 15 minute of enige veelvoud van 15 minute oorskry, die totale oortyd vir daardie week tot die volgende 15 minute vermeerder moet word.

(10) *Voorbehoud.*—Die bepalings van subklousules (4), (5), (6) en (8) is nie van toepassing op 'n manlike werknemer wat in diens is op werk genoodsaak deur 'n onklaarraking van installasie of masjinerie of wat nodig is vir die voorkoming van sodanige onklaarraking of in enige ander noodgeval nie.

8. JAARLIKSE VERLOF

(1) *Jaarlikse verlof.*—(i) Behoudens die bepalings van subklousules (5) en (7) van hierdie klousule, moet elke werknemer wat 1 jaar ononderbroke diens by sy werkgewer voltooi het, tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar, 3 agtereenvolgende weke verlof verleen word waarvoor soos volg betaal moet word:

- (a) 12 werkdade met volle besoldiging in die geval van 'n werknemer wat gewoonlik 5 dae per week werk of 15 werkdade met volle besoldiging in die geval van 'n werknemer wat gewoonlik 6 dae per week werk;
- (b) Kersdag, Tweede Kersdag, Nuwejaarsdag as openbare vakansiedae met besoldiging kragtens klousule 9 van hierdie Ooreenkoms;
- (c) wanneer Geloftegedag binne die jaarlikse verloftyd val, moet dit ook as 'n openbare vakansiedag met besoldiging geag word, sodat die verloftyd met besoldiging met 1 dag verleng word.

Met dien verstande dat, vir die toepassing van hierdie subklousule, ononderbroke werk by 1 werkgewer vandat met werk op of voor 15 Januarie in enige jaar begin is, tot 15 Desember in dieselfde jaar, as 1 jaar ononderbroke diens beskou moet word.

Voorts met dien verstande dat, by onderlinge ooreenkoms tussen die werkgewer en die werknemer indien die jaarlikse verlof ooreenkomstig paragraaf (a) van subklousule (1) van hierdie klousule geneem word op 'n ander tyd as dié wat in hierdie subklousule bedoel word, dit dan binne 4 maande ná die beëindiging van 'n ononderbroke dienstyd van 12 maande by die werkgewer geneem moet word, maar as die werknemer skriftelik daartoe ingestem het, voor die verstryking van genoemde tydperk van 4 maande, mag sy werkgewer sodanige verlof aan hom toestaan vanaf 'n datum nie later nie as 2 maande ná die verstryking van genoemde tydperk van 4 maande.

(ii) 'n Werknemer wat op 15 Desember van enige jaar nie 12 maande ononderbroke diens by sy werkgewer voltooi het nie, soos bepaal in paragraaf (i) van hierdie subklousule, en wie se diens nie beëindig is nie, moet een vyfde van 'n week se loon vir elke voltooide maand diens betaal word, plus een vyfde van 'n week se loon vir elk van die openbare vakansiedae met besoldiging wat in paragraaf (i) van hierdie subklousule bedoel word.

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

(7) *Overtime.*—All time worked in excess of the number of hours prescribed in sub-clauses (1), (2) and (3) shall be deemed to be overtime and shall be paid as laid down in sub-clause (9) of this clause.

(8) (a) *Limitation of overtime.*—(i) *Male employees.*—No employer shall require or permit a male employee to work more than 10 hours overtime in any week.

(ii) *Female employees.*—Daily, weekly and annual limits. No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, or after one o'clock p.m. on more than five days in any week, nor shall he require or permit such employee to work overtime—

- (a) for a total period exceeding 10 hours in any week;
- (b) for more than two hours on any day;
- (c) on more than three consecutive days; or
- (d) on more than 60 days in any year.

(b) *Notice of working of overtime to be given to employees.*—No overtime in excess of 1 hour in any day may be required or permitted of an employee unless the employer—

- (i) gives notice thereof to such employee before midday; or
- (ii) provides such employee with an adequate meal before she has to commence overtime; or
- (iii) pays such employee an allowance of not less than 20 cents to enable the employee to obtain a meal before the overtime is due to commence.

(9) *Payment for overtime.*—Any employee who works overtime shall be paid in respect of such overtime at a rate not less than 1½ times his wage prescribed in Schedule A, provided that overtime shall accrue on a daily basis and where the total overtime worked in any one week exceeds 15 minutes or any multiple of 15 minutes, the total overtime for that week shall be increased to the next 15 minutes.

(10) *Exemption.*—The provisions of sub-clauses (4), (5), (6) and (8) shall not apply to a male employee employed on work necessitated by a breakdown of plant or machinery, or necessary for the avoidance of such a breakdown or in any other situation of emergency.

8. ANNUAL LEAVE

(1) *Annual leave.*—(i) Save as is provided in sub-clauses (5) and (7) of this clause, every employee who has completed 1 year's continuous service with his employer shall, between the 15th December of each year, and the 14th January of the following year, be granted 3 consecutive weeks' leave, for which payment shall be made as follows:

- (a) 12 working days on full pay in the case of an employee who normally works for 5 days per week or 15 working days on full pay in the case of an employee who normally works 6 days per week;
- (b) Christmas Day, Boxing Day, New Year's Day as paid public holidays in terms of clause 9 of this Agreement;
- (c) when the Day of the Covenant falls within the period of annual leave, it shall also be observed as a paid public holiday, thus extending the paid period of leave by 1 day.

Provided that for the purposes of this sub-clause, continuous work with 1 employer from the starting of work on or before 15 January of any year, to 15 December in the same year, shall be treated as 1 year's continuous service.

Provided further that should, by mutual agreement between the employer and the employee, the annual leave in accordance with paragraph (a) of sub-clause (1) of this clause be taken at some period other than that referred to in this sub-clause, then it shall be taken within 4 months after the termination of a continuous period of employment of 12 months with the employer, but if the employee has agreed thereto in writing, before the expiration of the said period of 4 months, his employer may grant such leave to him as from a date not later than 2 months after the expiration of the said period of 4 months.

(ii) Any employee who on the 15th December of any year has not completed 12 months' continuous service with his employer as provided in paragraph (i) of this sub-clause, and whose service has not been terminated shall be paid one-fifth of a week's pay for each completed month of service, plus one-fifth of a week's pay for each of the paid public holidays referred to in paragraph (i) of this sub-clause.

(iii) By die beëindiging van 'n werknemer se diens moet sy werkgever hom sy volle loon betaal ten opsigte van enige verloftyd, met inbegrip van *pro rata*-verlof, wat hom voorheen toegekom het maar wat nie voor die datum van sy diensbeëindiging aan hom verleen is nie. By diensbeëindiging moet 'n werknemer betaling wat soos volg bereken is, in plaas van verlof ontvang:

Een vyfde van 'n week se loon ten opsigte van elke voltooië maand diens, bereken vanaf 15 Desember die vorige jaar of vanaf die datum van indiensneming, naamlik die jongste datum.

Met dien verstande dat 'n werkgever nie verplig is om ingevolge hierdie subklousule enige verlofbesoldiging tot 'n maksimum van 2 weke aan 'n werknemer wat sy diens verlaat sonder om kennis te gee en gewerk het of gewillig was om te werk, gedurende die tydperk van die toepaslike kennisgewing van diensbeëindiging soos voorgeskryf in klousule 11 (i), te betaal nie tensy hy, hoewel hy versuim het om aldus kennis te gee of gedurende sodanige tydperk te werk, tog wettig gehandel het.

(2) *Betaling vir verlof*.—(i) die werkgever moet aan sy werknemer aan wie verlof kragtens subklousule (1) hiervan toegestaan is, sy besoldiging ten opsigte van verlof op of voor die laaste werkdag voor die aanvang van die verlof betaal.

(ii) Verlofbesoldiging moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof moes begin of die diens geëindig het, na gelang van die geval.

(iii) Vir die toepassing van hierdie subklousule sluit besoldiging enige loonaansporingsverdiensies in wat gereeld aan die werknemer betaal word en sodanige aansporingsverdiensies moet gebaseer word op die gemiddelde aansporingsverdiensies wat gedurende die 3 kalendermaande ontvang is onmiddellik voor die maand waarin die verlof begin.

Met dien verstande dat 'n werkgever op die eerste betaaldag in die nuwe jaar enige gedeelte van besoldiging vir betaling mag behou wat ten opsigte van enige deel van 'n werkweek opgeloop het op die datum waarop verlof begin het asook alle aansporingsverdiensies wat, op die datum waarop jaarlikse verlof begin het, nog nie vasgestel was nie.

(3) *Diens wat vir verlof tel*.—(i) Vir die toepassing van subklousule (1) van hierdie klousule word diens geag te begin vanaf die datum waarop die werknemer by die werkgever in diens getree het, of die datum waarop die werknemer, wat reeds by 'n vorige geleentheid verlof toegestaan is, geregtig geword het op die jongste vorige verlof aldus toegestaan, naamlik die jongste.

(ii) Vir die toepassing van hierdie klousule omvat „diens” ook 'n tydperk wat 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1);

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan; met dien verstande dat 'n werknemer nie daarop geregtig is om op meer as 4 maande van sodanige opleidings tydperk aanspraak as diens te maak nie;

(c) op las van die werkgever van die werk afwesig is;

(d) van die werk afwesig is weens siekte of, in die geval van 'n vrou, van die werk afwesig is vir die tydperk by Wet voorgeskryf as 'n tydperk voor en na bevalling.

(4) *Verloftyd*.—Verlof wat die werkgever ooreenkomstig subklousule (1) hiervan verleen het, mag nie saamval nie met 'n tydperk wat die werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding moet ondergaan of wat hy kennis van diensbeëindiging gegee is.

(5) *Geleentheidsverlof*.—Ingeval die werknemer te eniger tyd gedurende die jaar om spesiale redes skriftelik versoek dat verlof met volle besoldiging aan hom verleen word en die werkgever dié versoek toestaan, mag sodanige geleentheidsverlof afgetrek word van die ander verlof wat kragtens hierdie klousule verskuldig is.

(6) *Opbopping van verlof*.—Ondanks andersluidende bepalings in hierdie klousule mag 'n werkgever, indien hy aldus skriftelik versoek word deur 'n werknemer wat nie permanent in die landdroisdistrict waarin hy in diens is, woonagtig is nie, toestem dat jaarlikse verlof oor 'n diens tyd van hoogstens 2 agtereenvolgende jare opgehoop word.

(7) *Wagte*.—'n Werkgever mag met sy wagte onderling ooreenkom dat hulle jaarlikse verlof neem op 'n ander tyd as tussen 15 Desember en die eersvolgende 14de Januarie, soos in subklousule (1) van hierdie klousule bepaal, en in dié geval is die werknemer geregtig op minstens 3 opeenvolgende weke verlof wat nie later nie as binne 3 maande van die jaar diens waarop dit betrekking het, toegestaan moet word.

9. OPENBARE VAKANSIEDAE EN SONDAE MET BESOLDIGING

(1) *Openbare vakansiedae met besoldiging*.—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof op Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag, Republiekdag in 1971 en Tweede Kersdag en dit moet aan hom toegestaan word en hy moet ten opsigte van elke sodanige dag minstens die loon betaal word waarop hy geregtig sou gewees het

(iii) Upon termination of an employee's employment, his employer shall pay to him his full pay in respect of any period of leaving including *pro rata* leave, which had previously accrued to him, but had not been granted to him before the date of termination of his employment. Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

One-fifth of a week's pay in respect of each completed month of service calculated from the 15th December of the previous year or from the date of engagement, whichever is the shorter period.

Provided that an employer shall not be obliged to pay in terms of this sub-clause, any leave pay up to a maximum of 2 weeks to an employee who leaves his employment without having given notice and worked, or been willing to work, during the period of the appropriate notice of termination of employment prescribed in clause 11 (1), unless in failing to give such notice, or to work during each period, he was acting within his legal rights.

(2) *Payment for leave*.—(i) The employer shall pay to his employee, to whom leave is granted in terms of sub-clause (1) hereof, his remuneration in respect of leave not later than the last working day before the commencement of the leave.

(ii) Leave pay shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or the employment terminated, as the case may be.

(iii) For the purpose of this clause, remuneration shall include any wage incentive earnings which are regularly paid to the employee and such incentive earnings shall be based upon the average incentive earnings received during the 3 calendar months immediately preceding the month in which the leave begins.

Provided that an employer may retain for payment on the first pay-day in the New Year any portion of remuneration that had accrued in respect of any part of a working week as at the date of commencement of leave and also any incentive earnings which, as at the date of commencement of annual leave, had not yet been assessed.

(3) *Service counting for leave*.—(i) For the purpose of sub-clause (1) of this clause, employment shall be deemed to commence from the date on which the employee entered the employer's service, or the date on which the employee, who has already been granted leave on a previous occasion, became entitled to the last previous leave so granted, whichever may be the later.

(ii) For the purpose of this clause "employment" includes any period during which an employee—

(a) is on leave in terms of sub-clause (1);

(b) undergoes military training in pursuance of the Defence Act, 1957, provided that an employee shall not be entitled to claim as employment more than 4 months of any period of such training;

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

(d) is absent from work owing to illness, or in the case of a female who is absent from work for the period prescribed by law for a period before and after confinement.

(4) *Leave period*.—Leave granted by the employer under sub-clause (1) hereof shall not be concurrent with any period during which the employee is required to undergo military training in pursuance of the Defence Act, 1957, or is under notice of termination of employment.

(5) *Casual leave*.—In the event of the employee requesting in writing, and the employer granting the employee leave on full pay at any time during the year for special reasons, such casual leave period may be deducted from the period of other leave due under this clause.

(6) *Accumulation of leave*.—Notwithstanding anything contained in this clause, an employer, if so requested, in writing, by an employee who is not permanently resident in the magisterial district in which he is employed, may agree to annual leave being accumulated over a period of employment of not more than 2 consecutive years.

(7) *Watchmen*.—An employer may make mutual arrangements with his watchmen to take their annual leave at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-clause (1) of this clause and in that event such employee shall be entitled to not less than 3 consecutive weeks leave to be granted not later than within 3 months of the year of employment to which it relates.

9. PAID PUBLIC HOLIDAYS AND SUNDAYS

(1) *Paid public holidays*.—An employee, other than a watchman, shall be entitled to, and be granted, leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Republic Day in 1971, and Boxing Day, and shall be paid in respect of each such day not less than the wage to which he would have been entitled had he worked on

as hy op daardie dag gewerk het: Met dien verstande dat van 'n werknemer vereis mag word om op enige sodanige openbare vakansiedag met besoldiging te werk, tensy sodanige dag binne die verloftydperk val wat aan hom toegestaan is.

(2) *Besoldiging vir werk op 'n openbare vakansiedag met besoldiging.*—Wanneer van 'n werknemer vereis word om op 'n dag te werk wat kragtens subklousule (1) geag word 'n openbare vakansiedag met besoldiging te wees, moet die werkgever hom, benewens die bedrag daarin bedoel, 'n uur se besoldiging betaal vir elke uur of deel van 'n uur gewerk.

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

(a) aan die werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens 4 uur gewerk het, minstens die gewone loon betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, of

(ii) as hy aldus vir 'n tydperk van meer as 4 uur gewerk het, besoldiging teen 'n skaal van minstens 2 maal sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging van minstens dubbel die gewone loon wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag, of

(b) aan die werknemer vir elke uur of deel van 'n uur aldus gewerk, minstens $1\frac{1}{2}$ maal sy gewone loon betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae daarvan 1 dag verlof met volle besoldiging toestaan.

10. OORPAKKE EN HANDSKOENE

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

(2) Alle beskermende klere wat, kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of kragtens enige regulasies daarkragtens uitgevaardig, of op las van die Inspekteur van Fabriek, of op las van die werkgever self, deur werknemers gedra moet word, moet kosteloos deur die werkgever verskaf word en dit bly die eiendom van die werkgever.

11. BEÏNDIGING VAN DIENSKONTRAK

(1) *Kennisgewing of betaling in plaas van kennisgewing.*—'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, moet minstens 24 uur kennis gee gedurende die eerste 4 weke diens, en daarna minstens, in die geval van 'n weeklikse besoldigde werknemer, 1 week se skriftelike kennisgewing, en in die geval van 'n maandelikse besoldigde werknemer, 1 maand se skriftelike kennisgewing van die voorneme om die dienskontrak te beëindig, of in plaas daarvan moet hy die volgende betaal of verbeur:

(a) Een dag se loon in die geval van 24 uur se kennisgewing;

(b) Een week se loon in die geval van 'n week se kennisgewing;

(c) 1 maand se loon in die geval van 'n maand se kennisgewing;

Met dien verstande dat niks in hierdie subklousule die reg van 'n werkgever of 'n werknemer aantas om 'n dienskontrak sonder kennisgewing om enige regsgeldige rede te beëindig nie.

(2) *Ooreenkoms aangaande kennisgewing.*—'n Werkgever mag 'n skriftelike ooreenkoms met 'n werknemer aangaan waarin voorsiening gemaak word vir 'n tydperk van kennisgewing wat langer is as dié wat in subklousule (1) genoem word, maar sodanige ooreenkoms moet bepaal dat die kennisgewing, hetsy deur die werkgever of die werknemer gegee, ewe lank is en dat die betaling of verbeuring in plaas van kennisgewing eweredig moet wees aan die tydperk van kennisgewing waarvoor ooreengekom is.

(3) *Inwerkingtreding van kennisgewing.*—Tensy anders skriftelik kragtens subklousule (2) bepaal, tree die kennisgewing in subklousule (1) bedoel, in werking vanaf die datum waarop dit gegee word, met dien verstande dat die tydperk van kennisgewing nie mag saamval nie met en ook nie gegee mag word nie gedurende—

(a) die werknemer se afwesigheid met jaarlikse verlof, geleentheidsverlof of die tydperk van siekteverlof waarop die werknemer kragtens klousule 21 op besoldiging geregtig is;

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

12. DIENSSERTIFIKAAT

'n Werkgever moet op versoek kosteloos by die beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, sodanige werknemer voorsien van 'n dienssertifikaat, deur die werkgever onderteken, met die volgende besonderhede daarop:

(a) Volle naam van die werknemer;

that day: Provided that an employee may be required to work on any such paid public holiday unless such day falls within the period of leave granted to him.

(2) *Payment for work on a paid public holiday.*—Whenever an employee is required to work on a day deemed to be a paid public holiday under sub-clause (1), the employer shall pay to him in addition to the amount therein referred to, an hour's pay for each hour, or part of an hour, worked.

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

(a) pay to the employee—

(i) if he so worked for a period not exceeding 4 hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week-day, or

(ii) if he so worked for a period exceeding 4 hours, remuneration at a rate not less than double his ordinary wage in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary wage payable in respect of the period ordinarily worked by him on a week day, whichever is the greater; or

(b) pay to the employee for each hour or part of an hour so worked, not less than $1\frac{1}{2}$ times his ordinary wage in respect of the total period worked on such Sunday and grant to him within 7 days thereof 1 day's holiday on full pay.

10. OVERALLS AND GLOVES

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

(2) Any protective clothing which, under the Factories, Machinery and Building Work Act, 1941, or under any regulations laid down thereunder, or by order of the Inspector of Factories, or under instructions of the employer himself, is required to be worn by employees shall be supplied free of cost by the employer and shall remain the property of the employer.

11. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) *Notice of payment in lieu of notice.*—An employer or his employee, other than a casual employee, shall give not less than 24 hours' notice during the first 4 weeks of employment, and thereafter not less than, in the case of a weekly paid employee, one week's notice, in writing, and in the case of a monthly paid employee, 1 month's notice, in writing, of the intention to terminate the contract of employment, or in lieu thereof shall pay or forfeit—

(a) one day's wage in the case of 24 hours' notice;

(b) one week's wage in the case of a week's notice;

(c) one month's wage in the case of a month's notice;

Provided that nothing contained in this sub-clause shall affect the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient.

(2) *Agreement as to notice.*—An employer may enter into a written agreement with an employee providing for a period of notice longer than that stated in sub-clause (1), but such agreement must provide for the notice, whether given by employer or employee, to be of equal duration and the payment or forfeiture in lieu of notice must be proportionate to the period of notice agreed upon.

(3) *Effect of notice.*—Unless otherwise agreed in writing under sub-clause (2) the notice referred to in sub-clause (1) shall take effect from the date on which it is given, provided that the period of notice shall not run concurrently with, nor shall be given during—

(a) the employee's absence on annual leave, casual leave or the period of sick leave for which the employee is entitled to payment in terms of clause 21;

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

12. CERTIFICATE OF SERVICE

An employer shall, upon request, without charge, on 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, giving the following particulars:

(a) Full name of the employee;

- (b) beroep waarin hy in diens was en die duur van sy diens in iedere beroep;
- (c) loonskaal op die datum van die beëindiging van sy dienskontrak;
- (d) redes vir diensbeëindiging, byvoorbeeld—
 - (i) bedanking;
 - (ii) vermindering van personeel;
 - (iii) ander.

13. VERBOD OP INDIENSNEMING VAN ENIGIEMAND ONDER DIE LEEFTYD VAN 15 JAAR

Geen werkgewer mag enigiemand onder die leeftyd van 15 jaar in sy bedryfsinrigting in diens hê nie.

14. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting opplak in 'n opvallende plek waar dit maklik vir sy werknemers toeganklik is.

15. VRYSTELLING

(1) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms toestaan aan of ten opsigte van enige werkgewer of werknemer om enige regsgeldige rede, en moet ten opsigte van iedere vrystelling die voorwaardes en duur daarvan vasstel.

(2) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n lisensie uitreik wat die volgende aantoon:

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

16. UITGAWES VAN DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 2 sent per week ten opsigte van elk van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, bydra, en van dié bedrag mag hoogstens 1 sent per week van die loon van elke sodanige werknemer afgetrek word. Die totale bedrag van sodanige bydraes moet maand vir maand en op of voor die 15de dag van die volgende maand aan die Sekretaris van die Raad gestuur word.

17. ADMINISTRASIE

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en mag menings uitreik wat strook met die bepalings daarvan, vir die leiding van werkgewers en werknemers.

18. AGENTE

Die Raad mag 1 of meer persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Sodanige agente moet toegelaat word om bedryfsinrigtings binne te gaan en om sodanige navrae te doen en sodanige dokumente, boeke, loonstate, loonkoeferte en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig mag wees vir die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

19. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger of 'n plaasvervanger in die Raad is, redelike fasiliteite toestaan om sy pligte in verband met die werk van die Raad na te kom.

20. LOONAANSPORINGSKEMAS, STUKWERK EN TAAKWERK

(1) Die verrigting van taakwerk is verbode, maar 'n werkgewer kan, behoudens onderstaande bepalings, 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat verrig is.

(2) Geen werkgewer mag enige werknemer op stukwerk of enige ander vorm van loonaanspooring laat werk nie, behalwe ooreenkomstig ondergenoemde voorwaardes:

- (a) Geen werknemer mag in enige week minder betaal word nie as die minimum loon waarop hy kragtens klousule 4 van hierdie Ooreenkoms geregtig sou gewees het as hy suiwer as 'n tydwerker in diens was;
- (b) Die Sekretaris van die Raad moet binne 1 maand vanaf die invoering van enige stukwerkskema of ander vorm van loonaanspooring of wysiging van enige sodanige skema in kennis gestel word van die invoering of wysiging daarvan;

- (b) the occupation in which he was employed and duration of his employment in each occupation;
- (c) rate of pay at the date of termination of his contract of employment;
- (d) reason for termination of service, e.g.—
 - (i) resignation;
 - (ii) reduction in staff;
 - (iii) other.

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

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

14. EXHIBITION OF AGREEMENT

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

15. EXEMPTIONS

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

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

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

16. EXPENSES OF THE COUNCIL

For the purpose of meeting the expenses of the Council, each employer shall contribute 2 cents per week in respect of each of his employees for whom wages are prescribed in this Agreement, of which not more than 1 cent per week may be deducted from the wages of each such employee. The total of such contributions shall be forwarded month by month and not later than the fifteenth day of the following month, to the Secretary of the Council.

17. ADMINISTRATION

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

18. AGENTS

The Council may appoint 1 or more persons as agents to assist in giving effect to the provisions of this Agreement. Such agents shall be permitted to enter establishments and to make such enquiries and examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

19. TRADE UNION REPRESENTATION ON THE COUNCIL

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

20. WAGE INCENTIVE SCHEMES, PIECE-WORK AND TASK-WORK

(1) The performance of task-work is prohibited but subject to the provisions hereunder an employer may base an employee's remuneration on the quantity or output of work done.

(2) No employer shall employ any employee on piece-work or any other form of wage incentive except in accordance with the following conditions:

- (a) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker.
- (b) The Secretary of the Council shall within 1 month of the introduction of any piece-work or other form of wage incentive or alteration to any such scheme be notified of the introduction or alteration thereof.

- (c) Stukwerk- of loonaansporingsstariese moet by wyse van 'n onderlinge reëling tussen die werkgewer en die werknemer wat die werk moet verrig, bepaal word;
- (d) 'n lys van die stukwerkskale en, in die geval van enige ander vorm van loonaansporing, 'n staat wat duidelik aantoon hoe bonusbetalings beteken sal word, moet deur die werkgewer bygehou word en te alle tye beskikbaar wees vir voorlegging aan die Sekretaris van die Raad. Sodanige staat moet volledige besonderhede aantoon van die loonaansporingskema, die beroepe wat gedek word, werkwaardes en toelaes gemaak by die berekening van werkwaardes en moet deur die werkgewer bygehou word en waar enige veranderings aangebring word, moet die registers van die vorige stelsel vir 'n tydperk van 1 jaar ná sodanige verandering bewaar word;
- (e) die werknemers wat deur enige aansporingskema, uitgesonderd gewone stukwerk, geraak word, het die reg om 'n werkskomitee van 2 (of sodanige bykomende getalle as dié waartoe die werkgewer instem) te kies en ingeval 'n werkskomitee aangestel word, moet volledige besonderhede van die werklike werking van die skema aan die Komitee beskikbaar gestel word;
- (f) geen besonderhede van die loonaansporingskema mag sonder die toestemming van die werkskomitee (as daar een is) verander word nie ten einde die verdienstes van die betrokke werknemers te raak en ingeval enige geskil ontstaan moet die saak na die Raad verwys word; met dien verstande dat dit nie van toepassing mag wees op enige veranderings wat aangebring word gedurende 'n proeftyd van 3 maande ná die inwerkingtreding van die skema nie;
- (g) geen loonaansporingskema mag vir 'n tydperk van meer as 1 maand ná 'n proeftyd van 3 maande voortgesit word sonder dat 'n skriftelike sertifikaat van die Raad verkry is dat die bepalinge van hierdie klousule nagekom is nie.

21. SIEKTEBYSTANDFONDS

(1) *Naam en oogmerke.*—Hierby word 'n fonds voortgesit wat bekendstaan as die „Siekefonds van die Katoentekstielnywerheid (Kaap)“, hieronder „die Fonds“ bedoel, met ingang van die eerste volle betaalweek in Januarie 1964 ingestel vir die doel om mediese hulp, medisyne en ander voordele, soos hieronder uiteengesit, aan lede van die Fonds te verskaf.

(2) *Hoofkantoor.*—Die geregistreerde hoofkantoor van die Fonds is geleë by sodanige adres as dié waarop besluit mag word deur die Bestuurskomitee wat aangestel word soos bepaal in subklousule (4) hiervan.

(3) *Lidmaatskap.*—(a) Alle werknemers, uitgesonderd los werknemers, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, moet lede van die Fonds word.

(b) Lidmaatskap eindig wanneer die lid nie meer in die Nywerheid werksaam is nie.

(4) *Administrasie.*—(a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit 4 werkgewersverteenwoordigers en 4 werknemersverteenwoordigers wat deur die Raad gekies word op 'n behoorlik gekonstitueerde vergadering van die Raad, met die Voorsitter en Ondervoorsitter van die Raad ampshalwe as lede. Vir iedere verteenwoordiger word 'n plaasvervanger gekies.

(b) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat die Bestuurskomitee vir dié doel voorgeskryf het, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet of 'n ander wet wees nie.

(5) *Bevoegdhede en pligte van die Bestuurskomitee.*—(a) Die Bestuurskomitee het die bevoegdheid om—

- (i) alle uitbetalings en uitgawes namens die Fonds goed te keur;
 - (ii) besoldigde werknemers van die Fonds in diens te neem en af te dank, hul besoldiging vas te stel en hul pligte te omskryf;
 - (iii) toesig te hou oor enige plaaslike komitee van die Fonds;
 - (iv) subkomitees aan te stel om te help met die administrasie van die Fonds;
 - (v) behoudens die goedkeuring van die Raad, nuwe reëls vir die Fonds op te stel of die bestaande reëls van die Fonds te wysig of te herroep;
 - (vi) dié ander pligte uit te voer wat die Komitee vir die behoorlike administrasie van die Fonds nodig of wenslik ag.
- (b) Een eksemplaar van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word terwyl 1 eksemplaar van genoemde reëls en alle wysigings daarvan deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien moet word.
- (c) Alle administrasiekoste wat met die goedkeuring van die Bestuurskomitee aangegaan word, word deur die Fonds gedra.

(c) Piece-work or wage incentive rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work.

(d) A schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, shall be maintained by the employer and be at all times available for production to the Secretary of the Council. Such statement shall show full details of the wage incentive scheme, the operations covered, work values and allowances made in calculating work values and must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of 1 year after such change.

(e) The employees affected by any incentive scheme other than straight piece-work shall have the right to elect a works committee of 2 (or such additional numbers as may be agreed to by the employer) and in the event of a works committee being appointed full details of the actual operation of the scheme shall be made available to the committee.

(f) No details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any) and in the event of any dispute arising the matter shall be referred to the Council; provided that this shall not apply to any changes effected during a trial period of 3 months after the coming into operation of the scheme.

(g) No wage incentive system may be continued for a period exceeding 1 month after a trial period of 3 months without a certificate, in writing, having been obtained from the Council that the terms of this clause have been complied with.

21. SICK BENEFIT FUND

(1) *Title and objects.*—There is hereby continued a Fund known as “The Cotton Textile Manufacturing Industry (Cape) Sick Fund”, hereinafter referred to as “the Fund”, established as from the first full pay week in January, 1964, for the purpose of providing medical attention, medicines and other benefits, as hereinafter specified for members of the Fund.

(2) *Head office.*—The registered head office of the Fund shall be situated at such address as may be decided by the management committee to be appointed as provided in sub-clause 4 hereof.

(3) *Membership.*—(a) All employees other than casual employees for whom minimum wages are prescribed in this Agreement shall be required to become members of the Fund.

(b) Membership shall terminate when the member ceases to be employed in the Industry.

(4) *Administration.*—(a) The administration of the Fund shall be vested in a Management Committee consisting of 4 employers' representatives and 4 employees' representatives who shall be elected by the Council at a duly constituted meeting of the Council, with the Chairman and Vice-Chairman of the Council *ex-officio* members. For every representative an alternate shall be elected.

(b) The Fund shall be administered in accordance with rules prescribed for the purpose by the Management Committee, and such rules shall not be inconsistent with the provisions of this Agreement, the Act, or any other law.

(5) *Powers and duties of the Management Committee.*—(a) the Management Committee shall have power to:

- (i) Sanction all payments and expenditure on behalf of the Fund.
- (ii) Engage and dismiss paid servants of the Fund, fix their remuneration and define their duties.
- (iii) Supervise the working of any local committee of the Fund.
- (iv) Appoint sub-committees to help in the administration of the Fund.
- (v) Make new rules for the Fund, alter or repeal existing rules of the Fund, subject to the approval of the Council.
- (vi) Do such other duties as the committee may consider necessary or desirable for the proper administration of the Fund.

(b) One copy of the rules of the said Fund and any amendments thereto shall be kept by the Secretary of the Council, and 1 copy of the said Rules and any amendments thereto shall be lodged by the Secretary of the Council with the Secretary for Labour.

(c) All administrative expenses incurred with the approval of the management committee shall be a charge on the Fund.

(6) *Finansies en rekenings.*—(a) Die Sekretaris reël dat kwitan-sies uitgereik word vir alle geld wat deur die Raad ontvang word en dat rekeningboeke bygehou word waarin alle ontvangste en uitbetalings deur die Fonds opgeteken moet word.

(b) Alle geld deur of namens die Fonds ontvang, moet in 'n bankrekening gestort word wat in die naam van die Fonds geopen moet word.

(c) Trekkings uit die Fonds se bankrekening moet gedoen word per tjek geteken deur die Voorsitter en Ondervoorsitter van die Raad saam met die Sekretaris van die Fonds, of enige lid van die Komitee wat behoorlik daartoe deur die Bestuurskomitee gemagtig is.

(d) Die Bestuurskomitee belê alle fondsgeld wat nie nodig is om lopende uitbetalings en uitgawes te dek nie, in—

- (i) Staatseffekte van die Republiek van Suid-Afrika of effek-te van plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekenings of -sertifikate;
- (iv) Spaarrekenings, vaste aandele of vaste beleggings in bond-genootskappe of banke;

of op enige ander wyse wat die Registrateur goedkeur.

(e) Die Bestuurskomitee moet 'n ouditeur vir die Fonds aanstel wat 'n openbare rekenmeester moet wees en sy besoldiging vasstel wat aan hom deur die Fonds betaal moet word. Die rekenings van die Fonds moet halfjaarlik op 30 Junie en 31 Desember iedere jaar geouditeer word, en 'n rekeningstaat, wat 'n balansstaat en 'n inkomste-en-uitgawestaat van die Fonds vir die vorige halfjaar moet bevat, moet opgestel word en 'n kopie daarvan moet binne 3 maande na die einde van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur terwyl 'n ander kopie vir insae in die Kantoor van die Fonds moet lê.

(f) Indien die bates van die Fonds te eniger tyd daal tot minder as R500, word geen verdere siektebesoldiging betaal nie totdat die Siekefonds weer aangevul en na die mening van die Bestuurskomitee daartoe in staat is om die betaling van siektebesoldiging te hervat.

(7) *Bydraes.*—(a) Vir die doelstellings van die Fonds moet elke werkgewer van die loon van elk van sy werknemers wat lid van die Fonds is en wat gedurende enige bepaalde week gewerk het, afgesien van die tyd aldus gewerk, 'n bedrag van 6 sent per week aftrek.

(b) By die bedrag aldus in iedere geval afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag aan die Sekretaris van die Fonds maand vir maand maar op of voor die 14de dag van elke maand stuur.

(c) Die totale bedrag wat maandeliks deur die werkgewer gestuur word en wat uit sy bydraes en die aftrekkings van sy werknemers bestaan, moet vergesel gaan van die spesiale vorm wat deur die Siekefonds verskaf word en die volgende aantoon:

- (i) Die volle naam van die werkgewer.
- (ii) Die totale getal bydraers.
- (iii) Die totale getal bydraers aan die einde van elke maand saam met die totale bedrag ingevorder.

(d) Elke werkgewer moet op of voor Woensdag elke week 'n register van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van die vorige week voltooi en dit aan die Sekretaris van die Fonds stuur, met dien verstande dat ingeval daar geen verandering van personeel in enige bepaalde week plaasgevind het nie, geen opgawe ingestuur hoef te word nie.

(e) Voorgeskrewe vorms vir vermelding van indiensnemings en diensbeëindigings en van groepveranderings word deur die Fonds verskaf. Alle opgawes moet die bydraers se siekefondsnommer aantoon.

(8) *Voordele.*—Die lede van die Fonds is geregtig op die volgende voordele:

(a) Siektebesoldiging teen 'n eenvormige koers van R0.09 (nege sent) per uur ten opsigte van die ure wat die lid sou gewerk het (afgesien van korttyd of oortyd) as hy nie weens siekte van die werk afwesig was nie; met dien verstande dat—

- (i) die lid 13 weeklikse bydraes tot die Fonds moes gemaak het en nie reeds voordele ontvang het tot 'n maksimum van 6 weke in enige jaar beginnende 1 Maart en eindigende 28 (of 29) Februarie nie;
- (ii) die lid vir 'n tydperk van langer as twee (2) dae nie in staat moet wees om sy gewone verpligtings teenoor sy werkgewer na te kom nie weens siekte of besering wat behoorlik op die voorgeskrewe vorm deur 'n mediese beampte wat kragtens hierdie reëls aangestel is, gesertifiseer is;
- (iii) die lid nie met jaarlikse verlof mag wees of anders volle besoldiging van die werkgewer mag ontvang nie;

(6) *Finance and accounts.*—(a) The Secretary shall arrange for receipts to be issued for all moneys received by the Fund for books of account to be maintained in which shall be recorded all receipts and payments by the Fund.

(b) All moneys received by or on behalf of the Fund shall be deposited in a banking account to be opened in the name of the Fund.

(c) Withdrawals from the Fund's banking account shall be made by cheque signed by the Chairman or Vice-Chairman of the Council with the Secretary of the Fund, or any member of the committee duly authorised thereto by the Management Committee.

(d) The Management Committee shall invest any moneys of the Fund not required to meet current payments and expenses in—

- (i) Stock of the Government of the Republic of South Africa or local government stock;
- (ii) National savings certificates;
- (iii) Post Office savings accounts or certificates;
- (iv) Savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Registrar.

(e) The Management Committee shall appoint an auditor for the Fund who shall be a public accountant and shall determine his remuneration which shall be paid to him by the Fund. The accounts of the Fund shall be audited half-yearly at 30 June and 31 December in each year and a statement of accounts, incorporating a balance sheet and a statement of income and expenditure of the Fund for the previous half year shall be prepared, a copy of which shall be transmitted to the Secretary of Labour within 3 months of the close of the period covered thereby and another copy lie for inspection at the office of the Fund.

(f) Should the assets of the Fund at any time fall below R500 no further sick pay shall be disbursed until the sick fund is replenished and is in the opinion of the Management Committee able to resume payment of sick pay.

(7) *Contributions.*—(a) For the purpose of the Fund each employer shall deduct from the wages of each of his employees who is a member of the Fund and who has worked during any week, irrespective of the time so worked, the amount of 6 cents per week.

(b) To the amount so deducted in each case the employer shall add a like amount, and forward month by month but not later than the 14th day of each month, the total sum to the Secretary of the Fund.

(c) The total sum forwarded monthly by the employer representing his contributions and the deductions made from his employees, shall be accompanied by the special form provided by the sick fund reflecting:

- (i) The full name of the employer.
- (ii) The total number of contributors.
- (iii) The total number of contributors at the end of each month with the total amount collected.

(d) Each employer shall, not later than on Wednesday of each week, complete and transmit to the Secretary of the Fund a record of all engagements and terminations of service of employees in respect of the previous week, provided that when in any week no staff changes have been effected no return need be submitted.

(e) Prescribed forms for notification of engagements and terminations and of group changes shall be provided by the Fund. All returns must indicate the contributors sick fund number.

(8) *Benefits.*—Members of the Fund shall be entitled to the following benefits:

(a) Sick pay at a flat rate of R0.09 (nine cents) per hour in respect of the hours which the member would have worked (regardless of short-time or overtime) had he not been absent from work on account of illness, provided that—

- (i) the member must have paid 13 weekly contributions to the Fund and not have already received benefits up to a maximum of 6 weeks in any year commencing on the 1st March and ending on the 28th (or 29th) February;
- (ii) the member must be unable to perform his ordinary duties to his employer for a period in excess of two (2) days owing to illness or injury duly certified in the prescribed form by a medical officer appointed under the rules of the Fund;
- (iii) the member must not be on annual leave or otherwise in receipt of full pay from the employer;

- (iv) geen siektebesoldiging betaalbaar is nie ten opsigte van 'n siekte, ongesteldheid of kwaal wat (i) aan wan-gedrag of die buitensporige gebruik van drank of verdowingsmiddels te wyte is en (ii) 'n ongeval, siekte of kwaal is ten opsigte waarvan daar ingevolge die Ongevalwet, 1941, of die Motorvoertuigassuransiewet, 1942, vergoeding betaalbaar is of (iii) te wyte is aan nalatigheid van die kant van die lid of versuim om die gesondheids- of veiligheidsreëls na te kom wat behoorlik afgekondig is of aan die verontagsaming van die opdragte of behandeling gegee deur 'n mediese beampte van die Fonds. Die Bestuurskomitee het ook die bevoegdheid om voordele te verminder, terug te hou of terug te vorder indien die lid se optrede, na die mening van die Bestuurskomitee, sodanig is dat die Fonds of die lede daarvan benadeel word of indien die lid valse inligting aan die werkgewer of 'n mediese beampte verstrek of indien daar bevind word dat die lid 'n ander beroep beoefen terwyl hy deur 'n mediese beampte van die Fonds behandel word.
- (v) geen siektebesoldiging gedurende die tydperk van swangerskap en/of ná geboorte betaalbaar is nie as 'n lid gedurende daardie tydperk geregtig is op kraam-voordele ooreenkomstig die Werkloosheidsversekeringswet, 1966, of op bevallingstoelae ooreenkomstig artikel 23 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;
- (vi) die Bestuurskomitee na goedvinde die tydperk mag verleng waarin siektebesoldiging betaalbaar is of andersins die betalings in individuele gevalle mag wysig.

(b) *Mediese behandeling*

- (i) Lede is daarop geregtig om mediese behandeling, uitgesonderd dié in verband met 'n bevalling, gratis te ontvang sodra hulle 13 (dertien) weeklikse bydraes tot die Fonds betaal het.
- (ii) Mediese behandeling word normaalweg op slegs die tye en op plekke wat deur die Fonds aangewys en aan lede bekendgemaak is, gegee deur 'n mediese beampte wat deur die Fonds aangestel is, en drogerie, medisyne en ander mediese benodigdhede word slegs deur, of op gesag van, genoemde mediese beampte verskaf.
- (iii) Die Bestuurskomitee kan nogtans instem om die koste van 'n geneesheer wat nie deur hom aangestel of goedgekeur is nie of medisyne wat deur sodanige geneesheer voorgeskryf is, te bestry, indien omstandighede, na die mening van die Bestuurskomitee, dit regverdig.
- (iv) Geen opnemingsgelde of ander hospitaalluitgawes, hetsy vir 'n binne- of 'n buitepasiënt, word deur die Fonds betaal nie.
- (v) Geen koste vir tandheelkundige behandeling word deur die Fonds betaal nie; met dien verstande egter dat die Fonds aan 'n lid 50 persent van die koste moet betaal van 1 stel valstande—met dien verstande dat hierdie term nie die vassit van 'n kunstand aan 'n natuurlike wortel, gewoonlik 'n „kroon” genoem, insluit nie, en voorts met dien verstande dat die Fonds die koste moet dra van alle tande wat getrek word en voorts met dien verstande dat die kwalifiserende lidmaatskap vir valstande 6 maande is.
- (vi) Die mediese behandeling waarop lede op koste van die Fonds geregtig is, sluit nie verloskunde, snykunde, narkose of, behalwe vir die eerste ondersoek, swangerskap in nie.

(9) *Mediese beamptes.*—Mediese beamptes word deur die Bestuurskomitee aangestel of goedgekeur vir dié gebiede wat hy bepaal.

(10) *Lidmaatskapkaarte.*—Elke lid is geregtig op 'n lidmaatskapkaart nadat hy 13 (dertien) weeklikse bydraes tot die Fonds gemaak het.

(11) *Algemeen.*—(a) Ingeval hierdie Ooreenkoms weens tydverloop verstryk of om 'n ander rede gestaak word en geen daaropvolgende ooreenkoms vir die voortsetting van die Fonds aangeaan word nie of as die Raad nie die Fonds binne 12 maande vanaf die datum waarop die Ooreenkoms verstryk het, aan 'n ander fonds wat vir dieselfde doel gestig is oordra nie, moet die Komitee die Fonds likvideer.

(b) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag die lede daarvan te wees; met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Nywerheidsregistrator uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul mag word, en wel op so 'n manier dat daar verseker word dat die getal werkgewers- en werknemersverteenvoerders en hul sekundi in die ledetal van die Komitee ewe groot bly. Ingeval sodanige Komitee nie daar-

(iv) no sick pay shall be paid in respect of any illness, affliction or disease which is (i) attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and (ii) is an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, or the Motor Vehicle Insurance Act, 1942, or (iii) is due to negligence on the part of the member or failure to observe health or safety rules properly promulgated or to disregard of the instructions or treatment given by a medical officer of the Fund. Similarly the Management Committee shall have the power to reduce, withhold or recover benefits if the member, in the opinion of the Management Committee acts in a manner prejudicial to the Fund or its members, or gives false information to the employer or a medical officer, or is found to be engaged in other occupation whilst under treatment by a medical officer of the Fund;

(v) no sick pay shall be payable during the period of pregnancy and/or after birth during which period a member is entitled to maternity benefits under the Unemployment Insurance Act, 1966, or confinement allowances under section twenty-three of the Factories, Machinery and Building Work Act, 1941;

(vi) the Management Committee in its discretion may increase the period during which sick pay is payable or otherwise modify the payments in individual cases;

(b) *Medical treatment*

(i) Members shall be entitled to free medical treatment other than for confinement as soon as they have paid 13 (thirteen) weekly contributions to the Fund.

(ii) Medical treatment shall normally only be given at times and at places designated by the Fund and notified to members, and by a medical officer appointed by the Fund and drugs, medicines and other medical requirements shall only be supplied by, or under the authority of the said medical officer.

(iii) Nevertheless the Management Committee may agree to defray the expenses of a doctor not appointed or approved by it or of medicines prescribed by such doctor if, in the opinion of the Management Committee, the circumstances so warrant.

(iv) No hospital admission fees or other hospital expenses, either as an in-patient or out-patient, shall be paid by the Fund.

(v) No dental treatment expenses shall be paid by the Fund, provided however that the Fund shall refund to a member 50 per cent of the cost of 1 set of artificial dentures—this term is not to include the affixing of an artificial tooth to a natural root, normally referred to as a "crown", provided further that the Fund shall bear the cost of all extractions and provided further that for dentures the qualifying membership period shall be 6 months.

(vi) Medical attention to which members are entitled at the Fund's expense shall not include obstetrics, surgery, anaesthetics or, except for the first examination, pregnancy.

(9) *Medical officers.*—Medical officers shall be appointed or approved by the Management Committee for such areas as it may determine.

(10) *Membership cards.*—Every member shall be entitled to a membership card after he has paid 13 (thirteen) weekly contributions to the Fund.

(11) *General.*—(a) In the event of the expiry of this Agreement by effluxion of time or cession for any other cause, and no subsequent Agreement be negotiated for the purpose of continuing the operation of the Fund or the Fund not be transferred by the Council to any other Fund constituted for the same purpose within 2 months from the date of expiry of the Agreement, the Fund shall be liquidated by the Committee.

(b) In the event of dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is binding, in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose; provided, however, that any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee

toe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator, ondoenlik of onwenslik maak, kan hy 'n trustee aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdheid van die Komitee. Ingeval daar geen Raad meer bestuur nie, moet die Fonds gelikwedeer word op die manier voorgeskryf in subklousule (c), en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkoms artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(c) By die likwidasië van die Fonds ooreenkoms subklousule (a), moet die gelde wat ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëuitgawes, in die krediet van die Fonds staan, in die fondse van die Raad gestort word.

Namens die partye op hede die 17de dag van Oktober 1969 in Kaapstad onderteken.

C. RYMAN, Voorsitter.
N. DANIELS, Ondervoorsitter.
W. P. COTTEN, Sekretaris.

BYLAE A.

	LONE	
	Per week. R	Per uur. c
A.—Graad I-werknemer.		
Eerste jaar—		
Eerste 6 maande ondervinding	7.59	16½
Tweede 6 maande ondervinding	7.82	17
Tweede jaar—		
Eerste 6 maande ondervinding	8.05	17½
Tweede 6 maande ondervinding	8.51	18½
Gekwalifiseer	8.74	19
En as hy by dieselfde werkgever bly—		
Vierde jaar ondervinding	9.20	20
Daarna	9.43	20½

En as hy by 'n nuwe werkgever in diens tree nadat hy 2 jaar ondervinding opgedoen het.

'n Werknemer wat voorheen geregtig was op 'n loon van R9.20 of R9.43 per week, word een jaar lank minstens R8.74 per week betaal en daarna bevorder volgens bogenoemde skaal: Met dien verstande dat dit nie van toepassing is nie as die werknemer se diensonderbreking minder as 12 maande was.

L.W.—Kyk ook strafbepaling in klousule 4 (7) waar „onderbreking” langer as 1 jaar was.

	LONE	
	Per week. R	Per uur. c
B.—Onderbaas wat toesig hou oor werk van Graad I-werknemers.		
Gedurende eerste 3 jaar ondervinding	9.20	20
En as hy by dieselfde werkgever bly—		
Gedurende vierde jaar ondervinding	9.66	21
Daarna	9.89	21½
C.—Pakhuisman.		
Gedurende eerste 3 jaar ondervinding	9.20	20
En as hy by dieselfde werkgever bly—		
Gedurende vierde jaar ondervinding	9.66	21
Daarna	9.89	21½
D.—Graad II-werknemer.		
Eerste 6 maande ondervinding	7.59	16½
Tweede 6 maande ondervinding	7.82	17
Derde 6 maande ondervinding	8.05	17½
Gekwalifiseer	8.51	18½
En as hy by dieselfde werkgever bly—		
Vierde jaar ondervinding	8.74	19
Daarna	8.97	19½

being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of there being no Council in existence the Fund shall be liquidated in the manner set forth in sub-clause (c) and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

Signed at Cape Town on behalf of the parties this 17th day of October 1969.

C. RYMAN, Chairman.
N. DANIELS, Vice-Chairman.
W. P. COTTEN, Secretary.

SCHEDULE A.

	WAGES	
	Weekly. R	Hourly. c
A.—Grade I Employee.		
First year—		
First 6 months of experience	7.59	16½
Second 6 months of experience	7.82	17
Second year—		
First 6 months of experience	8.05	17½
Second 6 months of experience	8.51	18½
Qualified	8.74	19
And, if he remains with the same employer—		
Fourth year of experience	9.20	20
Thereafter	9.43	20½

And, if he is engaged by a new employer after he has had 2 years' experience.

An employee previously entitled to a wage of R9.20 or R9.43 per week shall for a period of one year be paid not less than R8.74 per week and thereafter be advanced as per above schedule provided that this shall only apply where the employee's break in employment is less than 12 months.

N.B.—See also penalty provision in clause 4 (7) where "break" exceeds one year.

	WAGES	
	Weekly. R	Hourly. c
B.—Chargehand supervising work of Grade I Employees.		
During first 3 years of experience	9.20	20
And, if he remains with the same employer—		
During fourth year of experience	9.66	21
Thereafter	9.89	21½
C.—Storekeeper.		
During first 3 years of experience	9.20	20
And, if he remains with the same employer—		
During fourth year of experience	9.66	21
Thereafter	9.89	21½
D.—Grade II Employee.		
First 6 months of experience	7.59	16½
Second 6 months of experience	7.82	17
Third 6 months of experience	8.05	17½
Qualified	8.51	18½
And, if he remains with the same employer—		
Fourth year of experience	8.74	19
Thereafter	8.97	19½

En as hy by 'n nuwe werkgewer in diens tree nadat hy 18 maande ondervinding opgedoen het.

'n Werknemer wat voorheen geregtig was op 'n loon van R8.74 of R8.97 per week, word een jaar lank minstens R8.51 per week betaal en daarna bevorder volgens bogenoemde skaal: Met dien verstande dat dit nie van toepassing is nie as die werknemer se diensonderbreking minder as 12 maande was.

Spesiale bepaling vir bevordering tot graad I en/of indiensneming as graad I by nuwe werkgewer.

As die werknemer minder as 18 maande ondervinding het, bly hy 6 maande lank op die ooreenstemmende kerf op die nuwe skaal en word daarna bevorder volgens die skaal wat van toepassing is op graad I-werknemers.

As die werknemer minstens 18 maande ondervinding het, bly hy 6 maande lank op die ooreenstemmende kerf op die nuwe skaal en word daarna bevorder volgens die skaal wat van toepassing is op graad I-werknemers.

L.W.—Kyk ook strafbepaling in klousule 4 (7) waar „onderbreking” langer as 1 jaar was.

	LONE	
	Per week. R	Per uur. c
E.—Onderbaas wat toesig hou oor werk van graad II-werknemers.		
Gedurende eerste 3 jaar ondervinding . . .	8.97	19½
En as hy by dieselfde werkgewer bly—		
Gedurende vierde jaar ondervinding . . .	9.20	20
Daarna	9.43	20½
F.—Graad III-werknemer.		
Eerste jaar—		
Eerste 6 maande ondervinding	7.59	16½
Tweede 6 maande ondervinding	7.82	17
Gekwalifiseer	8.05	17½
En as hy by dieselfde werkgewer bly—		
Derde jaar ondervinding	8.28	18
Vierde jaar ondervinding	8.51	18½
Daarna	8.74	19

En as hy by 'n nuwe werkgewer in diens tree nadat hy 1 jaar ondervinding opgedoen het.

'n Werknemer wat voorheen geregtig was op 'n loon van R8.28 of R8.51 of R8.74 per week, word een jaar lank minstens R8.05 per week betaal en daarna bevorder volgens bogenoemde skaal: Met dien verstande dat dit nie van toepassing is nie as die werknemer se diensonderbreking minder as 12 maande was.

Spesiale bepaling vir bevordering tot graad I of graad II en/of indiensneming as graad I- of graad II-werknemer deur nuwe werkgewer.

As die werknemer minder as 12 maande ondervinding het, bly hy 6 maande lank op die ooreenstemmende kerf op die nuwe skaal en word daarna bevorder volgens die skaal wat van toepassing is op graad I- of graad II-werknemers, na gelang van die geval.

As die werknemer minstens 12 maande ondervinding het, bly hy 6 maande lank op die ooreenstemmende kerf op die nuwe skaal en word daarna bevorder volgens die skaal wat van toepassing is op graad I- of graad II-werknemers, na gelang van die geval.

L.W.—Kyk ook strafbepaling in klousule 4 (7) waar „onderbreking” langer as 1 jaar was.

	LONE	
	Per week. R	Per uur. c
G.—Onderbaas wat toesig hou oor die werk van graad III-werknemers.		
Gedurende eerste 2 jaar ondervinding . . .	8.28	18
En as hy by dieselfde werkgewer bly—		
Derde jaar ondervinding	8.51	18½
Vierde jaar ondervinding	8.74	19
Daarna	8.97	19½

And, if he is engaged by a new employer after he has had 18 months' experience.

An employee previously entitled to a wage of R8.74 or R8.97 per week shall for a period of one year be paid not less than R8.51 per week and thereafter be advanced as per above schedule provided that this shall only apply where the employee's break in employment is less than 12 months.

Special provisions for promotion to Grade I employee and/or engagement as Grade I employee by new employer.

If the employee has had less than 18 months' experience he shall remain on the corresponding notch on the new scale for 6 months, and thereafter be advanced according to the scale applicable to Grade I employees.

If the employee has had not less than 18 months' experience he shall remain on the same notch for 6 months and thereafter shall be advanced according to the scale applicable to Grade I employees.

N.B.—See also penalty provision in clause 4 (7) where “break” exceeds 1 year.

	WAGES	
	Weekly. R	Hourly. c
E.—Chargehand Supervising work of Grade II Employees.		
During first 3 years of experience	8.97	19½
And, if he remains with the same employer—		
During fourth year of experience	9.20	20
Thereafter	9.43	20½
F.—Grade III Employee.		
First year—		
First 6 months of experience	7.59	16½
Second 6 months of experience	7.82	17
Qualified	8.05	17½
And, if he remains with the same employer—		
Third year of experience	8.28	18
Fourth year of experience	8.51	18½
Thereafter	8.74	19

And, if he is engaged by a new employer after he has had 1 year's experience.

An employee previously entitled to a wage of R8.28 or R8.51 or R8.74 per week shall for a period of one year be paid not less than R8.05 per week and thereafter be advanced as per above schedule provided that this shall only apply where the employee's break in employment is less than 12 months.

Special provision for promotion to Grade I or Grade II employees and/or engagement as Grade I or Grade II employee by new employer.

If the employee has had less than 12 months' experience he shall remain on the corresponding notch on the new scale for 6 months and thereafter be advanced according to the scale applicable to Grade I or Grade II employees, as the case may be.

If the employee has had not less than 12 months' experience he shall remain on the same notch for 6 months and thereafter be advanced according to the scales applicable to Grade I or Grade II employees, as the case may be.

N.B.—See also penalty provision in clause 4 (7) where “break” exceeds 1 year.

	WAGES	
	Weekly. R	Hourly. c
G.—Chargehand Supervising Work of Grade III Employees.		
During first 2 years of experience	8.28	18
And, if he remains with the same employer—		
Third year of experience	8.51	18½
Fourth year of experience	8.74	19
Thereafter	8.97	19½

	LONE	
	Per week. R	Per uur. c
H.—Graad O-werknemer.		
(a) Weefgetoumonteur—		
Eerste 6 maande ondervinding	8.74	19
Tweede 6 maande ondervinding	8.97	19½
Derde 6 maande ondervinding	9.20	20
Daarna	9.66	21
(b) Getoumonteur—		
Eerste 6 maande ondervinding	11.27	24½
Tweede 6 maande ondervinding	11.73	25½
Daarna	12.65	27½
(c) Ketelbediener—		
Gedurende eerste 3 jaar ondervinding	8.74	19
En as hy by dieselfde werkgever bly—		
Gedurende vierde jaar ondervinding	9.20	20
Daarna	9.43	20½
(d) Bestuurder van 'n motorvoertuig	12.65	27½
(e) Wag—		
(i) In die landdrosdistrikte Paarl, Wellington en Worcester—		
Gedurende eerste 2 jaar ondervinding	8.05	11.18
En as hy by dieselfde werkgever bly—		
Derde jaar ondervinding	8.28	11.50
Vierde jaar ondervinding	8.51	11.81
Daarna	8.74	12.13
(ii) (In die landdrosdistrik Bellville)	10.19	14.15
(f) Fabrieksklerk, Eerstehulpman—		
Eerste 6 maande ondervinding	10.81	23½
Tweede 6 maande ondervinding	11.73	25½
Derde 6 maande ondervinding	12.65	27½
Daarna	13.57	29½
(g) Laboratoriumassistent—		
Eerste 6 maande ondervinding	9.43	20½
Tweede 6 maande ondervinding	10.35	22½
Derde 6 maande ondervinding	11.27	24½
Daarna	12.19	26½

	WAGES	
	Weekly. R	Hourly. c
H.—Grade O Employees.		
(a) Beamgater—		
First 6 months of experience	8.74	19
Second 6 months of experience	8.97	19½
Third 6 months of experience	9.20	20
Thereafter	9.66	21
(b) Loomgater—		
First 6 months of experience	11.27	24½
Second 6 months to fourth 6 months of experience	11.73	25½
Thereafter	12.65	27½
(c) Boiler Attendant—		
During first 3 years of experience	8.74	19
And, if he remains with the same employer—		
During the fourth year of experience	9.20	20
Thereafter	9.43	20½
(d) Motor Vehicle Driver	12.65	27½
(e) Watchman—		
(i) (In Magisterial Districts of Paarl, Wellington and Worcester)—		
During first 2 years of experience	8.05	11.18
And, if he remains with the same employer—		
Third year of experience	8.28	11.50
Fourth year of experience	8.51	11.81
Thereafter	8.74	12.13
(ii) (In Magisterial District of Bellville)	10.19	14.15
(f) FactoryClerical Employee First-Aid Room Attendant—		
First 6 months of experience	10.81	23½
Second 6 months of experience	11.73	25½
Third 6 months of experience	12.65	27½
Thereafter	13.57	29½
(g) Laboratory Assistant—		
First 6 months of experience	9.43	20½
Second 6 months of experience	10.35	22½
Third 6 months of experience	11.27	24½
Thereafter	12.19	26½

No. R.120.]

[16 Januarie 1970.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KATOENTEKSTIELNYWERHEID, KAAP

Ek, MARAIS VILJOEN, Minister van Arbeid—

- (a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Katoentekstielnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. R.119 van 16 Januarie 1970, oor die algemeen vir die werknemers wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en
- (b) stel hierby ingevolge artikel 54 (1) van genoemde Wet en vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgevers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge klousule 21 van genoemde Ooreenkoms op voordele geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R.120.]

[16th January, 1970.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

COTTON TEXTILE MANUFACTURING INDUSTRY, CAPE

I, MARAIS VILJOEN, Minister of Labour—

- (a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Cotton Textile Manufacturing Industry (Cape), published under Government Notice No. R.119 of 16th January 1970, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and
- (b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to benefits in terms of clause 21 of the said Agreement.

M. VILJOEN,
Minister of Labour.

INHOUD.

Departement van Arbeid.

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