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CAPE TOWN, 3 APRIL 1980

KAAPSTAD, 3 APRIL 1980

[No. 6919

**GOVERNMENT NOTICES**

**DEPARTMENT OF MANPOWER  
 UTILISATION**

No. R.578]

[3 April 1980

INDUSTRIAL CONCILIATION ACT, 1956

COTTON TEXTILE MANUFACTURING  
 INDUSTRY (CAPE)—MAIN AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower  
 Utilisation, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cotton Textile Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1980, 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 (1) (a), 2, 6 (b), 18, 19 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1980, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN  
 MANNEKRAGBENUTTING**

No. R.578]

[3 April 1980

WET OP NYWERHEIDSVERSOENING, 1956

KATOENTEKSTIELNYWERHEID  
 (KAAP)—HOOFOOREENKOMS

Ek, STEPHANUS PETRUS, BOTHA, Minister van  
 Mannekragbenutting, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Katoentekstielywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1980 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 (1) (a), 2, 6 (b), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1980 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (b), 18, 19 and 20, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA  
Minister of Manpower Utilisation

#### 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 and between 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

(1) The terms of this Agreement shall be observed in the Cotton Textile Manufacturing Industry—

- (a) by all employers who are members of the Association and by all employees who are members of the trade union;
- (b) in the Magisterial Districts of Malmesbury, Paarl, Wellington, Worcester, Bellville, Goodwood and Wynberg, but excluding any portions of the Magisterial Districts of Bellville and Goodwood which, prior to the publication of Government Notice 173 of 9 February 1973, fell within the Magisterial District of Wynberg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in the Former Agreement and to the employers of such employees.

#### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation as from the date fixed by the Minister of Manpower Utilisation in terms of section 48 (1) of the Industrial Conciliation Act, 1956, and shall remain in force until 31 December 1980 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 an 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, Act 28 of 1956;
- "technician's assistant" means an employee who assists a qualified technician;
- "assistant crane operator" means an employee engaged in assisting a crane operator in the performance of his duties;
- "assistant machine operator" means an employee who is engaged in assisting a machine operator in the performance of his duties;

- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 6 (b), 18, 19 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA,  
Minister van Mannekragbenutting

#### BYLAE

#### NYWERHEIDSRaad VIR DIE KATOENTEKSTIEL-NYWERHEID (KAAP)

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Textile Workers' Industrial Union (South Africa)  
(hierna die „werknemers” of die „vakvereniging” genoem), aan die een kant, en die

Western Province Cotton Textile Manufacturers' Association  
(hierna die „werkgewers” of die „Vereniging” genoem), aan die ander kant,  
wat die partye is by die Nywerheidsraad vir die Katoentekstielywerheid (Kaap).

#### 1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Katoentekstielywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die Vereniging is en deur alle werknemers wat lede van die vakvereniging is;
- (b) in die landdrosdistrikte Malmesbury, Paarl, Wellington, Worcester, Bellville, Goodwood en Wynberg, maar uitgesonderd alle gedeeltes van die landdrosdistrikte Bellville en Goodwood wat voor die publikasie van Goewermentskennisgewing 173 van 9 Februarie 1973 binne die landdrosdistrikt Wynberg geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in die Vorige 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 Mannekragbenutting ingevolge artikel 48 (1) van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag tot 31 Desember 1980 of vir dié tydperk wat die Minister bepaal.

#### 3. WOORDOMSKEYWING

Alle uitdrukkings wat in hierdie Ooreenkoms voorkom, het, tensy anders vermeld, dieselfde betekenis as in die Wet; waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige Wet, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

- „Wet” die Wet op Nywerheidsversoening, Wet 28 van 1956;
- „tegnikus se assistent” 'n werknemer wat 'n gekwalifiseerde tegnikus help;
- „assistent-hyskraanbediener” 'n werknemer wat 'n hyskraanbediener by die uitvoering van sy pligte help;
- „assistent-masjienbediener” 'n werknemer wat 'n masjienbediener by die uitvoering van sy pligte help;

„assistant stores attendant” means an employee engaged, under the supervision of a storeman, in sorting and arranging items for storage in a stores area, assisting the storeman in recording and controlling these items, and receiving and issuing such items;

„battery filler” means an employee who is engaged in refilling automatic loom pirn batteries with pirns;

„beam gaiter” means an employee who generally prepares the looms for the warp-knotting operation;

„bobbin painter” means an employee who is engaged in painting bobbins, pirns, cones, tubes, spools or other yarn or cloth carriers;

„bobbin stripper/pirn stripper” means an employee who is engaged in stripping and cleaning waste, soiled, damaged yarn or yarn remnants from bobbins, pirns, cones or tubes;

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

„burler/dresser/cloth mender” means an employee engaged in cleaning and/or taking out knots, lumps or burls from cloth without making holes in it and who may use tweezers or scissors or other hand appliances and who is engaged in generally rectifying manufacturing faults;

„camera operator” means an employee who operates an industrial camera for the cloth printing department;

„canteen attendant” means an employee engaged in the canteen to serve, handle or transport foods and beverages or engaged as an assistant to personnel preparing and cooking meals or beverages;

„card grinder” means an employee who is engaged in grinding the clothing on carding machines;

„carding machine stripper” means an employee who by hand and/or with assistance of equipment removes the waste from the carding machine;

„carrier/transporter” means an employee who is engaged regularly to move any type of raw materials, waste, semi-processed or processed yarns, as well as semi-processed or finished cloth from location to location;

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

„chargehand/head operative” 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;

„chemical mixer and dispenser” means an employee who prepares chemicals, colouring materials, or dyeing and finishing auxiliaries according to given formulae for subsequent use in various processes;

„chemical mixer and dispenser assistant” means an employee who assists the dispenser in the performance of his duties;

„cleaner/sweeper/scourer” means an employee who is engaged in general cleaning duties of premises, implements, tools, machines or other equipment or specific areas using brushes or other simple utensils;

„cloakroom attendant” means an employee who is in charge of changerooms and/or washrooms and/or lavatories and who cleans and/or washes such premises;

„cloth cutter” means an employee engaged in cutting cloth into smaller sizes from bulk supplies for further trimming and finishing;

„cloth doffer” means an employee who locates loom cuts for doffing, cuts out the piece, loads it into the piece truck and re-beams the new tab-end;

„cloth examiner” means an employee who is engaged in examining, recording and/or tagging woven cloth for flaws;

„cloth sampler and checker” means an employee who collects cloth samples from predetermined processes and at predetermined frequencies for subsequent physical and chemical control tests;

„cone/cheese winder” means an employee engaged in winding yarn on to cones and/or cheeses on winding machines;

„cook” means an employee engaged in the preparation of food and beverages;

„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, mate-

„assistent-voorraadversorger” ’n werknemer wat onder toesig van ’n magasynman ware vir opberging in ’n opbergingsgebied sorteer en rangskik, die magasynman behulpsaam is met die hou van registers in verband met en beheer van hierdie ware en wat sodanige ware ontvang en uitreik;

„magasynvuller” ’n werknemer wat outomatiese weefmasjiensinslagtolmagasynne met inslagtolle vul;

„boomwerker” ’n werknemer wat die algemene voorbereiding van die weefmasjiene vir die knoop van die skering doen;

„tolverwer” ’n werknemer wat tolle, inslagtolle, keëltolle, buise, spoele of ander garing- of materiaaldraers verf;

„tolstroker/inslagtolstroker” ’n werknemer wat tolle inslagtolle, keëltolle of buise stroop en afval, vuil of beskadigde garing of garingsreste daarvan verwyder;

„stoomketelbediener” ’n werknemer wat onder algemene toesig daarvoor verantwoordelik is om die waterpeil en stoomdruk in ’n stoomketel in stand te hou en wat die vuur in sodanige stoomketel kan stook of uithaal;

„nopster/dresseerder/materiaalstopper” ’n werknemer wat materiaal skoonmaak en/of knope, oormaatstukke of noppe uit materiaal verwyder sonder om gate daarin te maak en wat tangetjies, skêre of ander handapparaat kan gebruik en wat in die algemeen vervaardigingsfoute herstel;

„kamerbediener” ’n werknemer wat ’n nywerheidskamera vir die patroondruksafdeling bedien;

„verversingslokaalbediende” ’n werknemer wat in die verversingslokaal werksaam is by die bedien, hanteer of vervoer van voedsel en drank of as assistent vir die personeel wat maaltye of drank voorberei en gaarmaak;

„kaardslyper” ’n werknemer wat die kaardbeslag op kaardmasjiene slyp;

„kaardmasjiensroker” ’n werknemer wat die afval van die kaardmasjiene met die hand en/of met behulp van uitrusting verwyder;

„draer/karweier” ’n werknemer wat sowel alle tipes grondstowwe, afval, halfverwerkte of verwerkte garing as halfverwerkte of afgewerkte materiaal van een plek na die ander verskuif;

„los werknemer” ’n werknemer wat deur dieselfde werkgewer op hoogstens drie dae in ’n week in diens geneem word;

„onderbaas/hoofwerksman” ’n lid van ’n span of ploeg of groep werkers wat aangestel is om toesig te hou oor die werksaamhede van die span of ploeg of groep werkers of beheer daaroor uit te oefen en/of dit te reël;

„chemikaliemenger en -resepteur” ’n werknemer wat chemikalieë, kleurstowwe of kleur- en afwerkhulpmiddels volgens bepaalde formules vir latere gebruik in verskillende prosesse voorberei;

„chemikaliemenger- en -resepteurassistent” ’n werknemer wat die resepteur help met die uitvoering van sy pligte;

„skoonmaker/veër/wasser” ’n werknemer wat algemene skoonmaakpligte in verband met persele, implemente, gereedskap, masjiene of ander uitrusting of spesifieke oppervlakke uitvoer met behulp van borsels of ander eenvoudige werktuie;

„kleedkamerbediende” ’n werknemer wat toesig uitoefen oor verkleedkamers en/of waskamers en/of latrines en wat sodanige persele skoonmaak en/of was;

„materiaalsnyer” ’n werknemer wat materiaal van grootmaatvoorraad in kleiner groottes sny vir verdere regsny en afwerking;

„materiaaldoffer” ’n werknemer wat snitte opspoor wat van die weefmasjiene verwyder moet word, die stuk uitsny, dit op die snippertrillie laai en die nuwe punt van die restant heropboom;

„materiaalondersoeker” ’n werknemer wat geweeft materiaal met die oog op foute ondersoek en die foute aanteken en/of etiketteer;

„materiaalmonsternemer en -kontroleerder” ’n werknemer wat materiaalmonsters van vooraf bepaalde prosesse en volgens vooraf bepaalde frekwensies versamel vir daaropvolgende fisiese en skeikundige beheertoetse;

„keël-/kaastolwikkelaar” ’n werknemer wat garing op keëltolle en/of kaastolle op opdraaimasjiene opdraai;

„kok” ’n werknemer wat voedsel en drank berei;

„Katoentekstielywerheid” of „Nywerheid” die Nywerheid waarin ’n werkgewer en sy werknemers met mekaar geassosieer is, vir die produksie in die een of ander vorm, deur middel van spin, weef, kleur, druk, afwerk of enige ander proses van watter aard ook al, van garing, materiaal, kleed-

rials 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—

- (a) 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 R.1676 of 22 September 1972;
- (b) the Worsted Textile Manufacturing Industry, which, for the purposes of this definition, means the Industry in which employers and employees are associated together for any of the following purposes:
  - (i) The manufacture, including all operations incidental to such manufacture, of—
    - (aa) worsted tops and/or noils;
    - (ab) tops from man-made fibre tow by the Turbo Stapler, Sidel or Pacific Convertor system or similar systems;
  - (ii) the manufacture, including all operations incidental to such manufacture, of worsted yarns and/or worsted fabrics;
  - (iii) the manufacture, including all operations incidental to such manufacture, of yarn and/or cloth from wool 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 subparagraphs (i) to (iv) of paragraph (3) of the definition of "Worsted Textile Manufacturing Industry" appearing in Government Notice R.145 of 3 February 1971;

"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 4,45 cm carded, prepared and combed to arrange the fibres 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);

"creeler" means an employee engaged in removing empty bobbins and/or cones from creels and replacing them with full bobbins and/or cones;

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

"doffer" means an employee engaged in the doffing of finished packages, positioning empty bobbins on spindles and piecing breaks after the start-up on spinning and twisting machinery;

"drawer-in" means an employee who is engaged in pulling threads through healds, reeds, drop wires or Jacquard harnesses in a certain order;

"experience" means the total period or periods of employment which an employee has had in his class in the Cotton Textile Manufacturing Industry and shall include any period of employment in his class in the Industry prior to the date of coming into operation of this Agreement;

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

- (a) Checking and recording numbers, quantities and masses of raw materials or partly processed materials or manufactured goods;
- (b) maintaining stock or production records;
- (c) preparing, issuing and collecting production cards or sheets;
- (d) making out tickets or labels for production purposes;
- (e) filing or keeping in safe custody documents relating to his duties;
- (f) entering names or numbers on time or wage cards;
- (g) writing out delivery notes or packing slips;
- (h) typing;

but does not include any other class of employees elsewhere defined in this clause notwithstanding the fact that clerical

stof of newprodukte van sodanige garing of kleeftowwe, wat uitsluitlik of hoofsaaklik uit katoen en/of kunsvesels as plaasvervangers daarvan vervaardig word, en omvat dit alle werksaamhede wat daarmee gepaard gaan of daaruit voortspruit, uitgevoer deur enige sodanige werkgewer of werknemer, maar omvat dit nie—

- (a) enige werksaamhede wat binne die bestek val van die Nasionale Nywerheidsraad vir die Tekstielnywerheid soos omskryf in die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing R.1676 van 22 September 1972 nie;
- (b) die Kamstoftekstielnywerheid wat, by die toepassing van hierdie woordomschrywing die Nywerheid beteken waarin werkgewers en werknemers met mekaar geassosieer is vir ondergenoemde doeleindes:
  - (i) Die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van—
    - (aa) wolkamlant en/of kamsels;
    - (ab) snipperlont van kunsfilamentlont deur middel van die Turbo Stapler-, Sidel- of Pacific Convertor-stelsel of dergelike stelsels;
  - (ii) die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van kamwolgaring en/of kamwolstowwe;
  - (iii) die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van garing en/of kleeftof uit wol en/of 'n mengsel van wol en ander vesels en/of neweprodukte van afval wat ontstaan by die vervaardiging van sodanige garing of kleeftof, maar uitgesonderd die vervaardiging van produkte en die werksaamhede wat opgenoem word in subparagrafe (i) tot (iv) van paragraaf (3) van die omskrywing van „Kamstoftekstielnywerheid”, wat in Goewermentskennisgewing R.145 van 3 Februarie 1971, voorkom;

„kamwolstof” die stof voortgebring in die proses waarby garing vir verkoop of vir gebruik by die weef van kleeftof geproduseer word uit langstapelvesels van 'n gemiddelde lengte van meer as 4,45 cm gekaard, voorberei en gekam om die vesels ewewydig met mekaar te rangskik: Met dien verstande dat 'n kleeftof of garing wat met die kamproses gelewer word waarin deurlopende filamente van kunsvesels vir siereffekte ingelyf word, geag word, ten spyte van die inlywing van sodanige filamente, kamwolstof of -garing te wees;

(c) die vervaardiging van garing geheel en al uit deurlopende filamente van kunsvesels;

„Raad” die Nywerheidsraad vir die Katoentekstielnywerheid (Kaap);

„voerraambediener” 'n werknemer wat leë tolle en/of keëltolle van voerrame verwyder en hulle deur vol tolle en/of keëltolle vervang;

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

„doffer” 'n werknemer wat klaargemaakte pakkette dof, leë tolle op spille in posisie plaas en breekplekke op spin- en twynmasjiene las nadat die masjiene aangeskakel is;

„inryger” 'n werknemer wat drade in sekere volgorde deur hewels, rietkamme, ruiters of Jacquardtuie trek;

„ondervinding” die totale dienstydperk of tydperke van 'n werknemer in sy klas in die Katoentekstielnywerheid en omvat dit 'n dienstydperk in sy klas in die Nywerheid voor die datum waarop hierdie Ooreenkoms in werking tree;

„fabrieksklerk” 'n werknemer wat een of meer van die volgende pligte uitvoer:

- (a) Getalle, hoeveelhede en massas van grondstowwe of gedeeltelik verwerkte materiaal of vervaardigde goedere kontroleer en opteken;
- (b) voorraad- of produksieregisters byhou;
- (c) produksiekaarte of -state opstel, uitreik en insamel;
- (d) kaartjies of etikette vir produksiedoeleindes uitskryf;
- (e) dokumente betreffende sy pligte liasseer of in veilige bewaring hou;
- (f) name of nommers op tyd- of loonkaarte inskryf;
- (g) afleweringnotas of verpakkingstrokies uitskryf;
- (h) tikwerk;

maar omvat dit geen ander klas werknemers wat elders in hierdie klousule omskryf word nie, al maak klerklike werk

work or mass-measuring may form part of that employee's work;

"flat changer" means an employee who is trained to identify damaged flats on revolving flat carding machines and capable of making remedial flat changes;

"forklift truck driver/crane operator" means an employee engaged in driving and/or operating forklift trucks and/or cranes;

"Grade I employee" means an employee engaged in one or more of the following occupations or capacities:

*General: All departments*

Labourer;  
cleaner/sweeper/scourer;  
carrier/transporter;  
cloakroom attendant;  
stacker;  
wrapper/packer;  
bobbin painter;  
tea attendant;  
unskilled employees not elsewhere specified;

*Spinning Department*

Waste raw material/raw material feeder;  
raw material sorter;  
bobbin stripper;  
roller picker;  
creeler;

*Weaving Department*

Heald frame preparer;  
battery filler;  
pirn stripper;  
pirn preparer/sorter;

*Finishing/Dyeing/Bleaching/Printing/Make-up Department*

Cloth cutter;  
label printer;  
quality sorter;  
sheet and towel folder (not machine operator);  
machine operator of sewing machines for batching, plating, folding and doubling;  
"Grade II employee" means an employee engaged in one or more of the following occupations or capacities:

*General: All departments*

Assistant crane operator;  
assistant stores attendant;  
canteen attendant;  
hoist and lift operator;  
machine lubricator;  
package bander/strapper;  
vacuum cleaning machine operator;

*Spinning Department*

Machine operators/attendants of—  
blending and opening machines;  
scutchers;  
carding machines;  
draw frames;  
slubbers, intermediate, rovers (speed frames);  
ribbon and sliver lap machines;  
combing machines;  
conditioning machines;  
wax ring machines;  
ply winding and assembly winding machines;  
uptwisting machines;  
doubling or twisting machines;  
automatic yarn winding machines;

roller coverer and grinder;  
tape repairer;  
spinner;  
doffer;  
cone or cheese winder;  
starter maker;  
carding machine stripper;  
flat changer;  
yarn sampler/checker;

*Weaving Department*

warp mender;  
reed mender;  
pirn winder;  
cloth doffer;

of massameet ook deel uit van dié werknemer se werk;  
„duigkaardervanger" 'n werknemer wat opgelei is om beskadigde duigkaarde op draaiduigkaardmasjiene te identifiseer en in staat is om met die oog op herstelwerk duigkaarde te vervang;  
„vurkhysswadywer/hyskraanbediener" 'n werknemer wat vurk-hyswaens dryf en/of hyskrane bedien;  
„werknemer graad I" 'n werknemer wat in een of meer van die volgende beroepe of hoedanighede in diens is:

*Algemeen: Alle afdelings*

Arbeider;  
skoonmaker/veër/wasser;  
draer/karweier;  
kleedkamerbediende;  
opstapelaar;  
toedraaier/verpakker;  
tolverwer;  
teebediende;  
ongeskoolde werknemers nie elders vermeld nie;

*Spinafdeling*

Afvalgrondstof-/grondstofvoerder;  
grondstofsorteerder;  
tolstropser;  
vleëlbediener;  
voerraambediener;

*Weefafdeling*

Hewelraambereier;  
magasynvuller;  
inslagtolstropser;  
inslagtolbereier/-sorteerder;

*Afwerk-/kleur-/bleik-/patroondruk-/opmaakafdeling*

Materiaalsnyer;  
etiketdrukker;  
gehaltesorteerder;  
linne- en handdoekvouer (nie 'n masjiensbediener nie); masjiensbediener van naaimasjiene vir verlotting, platering, vou en doeblering;  
„werknemer graad II" 'n werknemer wat in een of meer van die volgende beroepe of hoedanighede in diens is:

*Algemeen: Alle afdelings*

Assistent-hyskraanbediener;  
assistent-voorraadversorger;  
verversingslokaalbediende;  
hystoestel- en hysbakbediener;  
masjiensmeerder;  
pakketombinder;  
stofsuijterbediener;

*Spinafdeling*

Masjiensbedieners/-versorgers van—  
mengel- en pluismasjiene;  
vleëlmassjiene;  
kaardmassjiene;  
afduinmassjiene;  
grofvoorspin-, halfvoorspin-, fynvoorspinmassjiene (fynvoorspinners);  
laagafduin- en lontlaagmassjiene;  
kammassjiene;  
kondisioneermassjiene;  
bewasmassjiene;  
twynwikkel- en saamwikkelmassjiene;  
stygdraaimassjiene;  
twynmassjiene;  
garingoptoloutomate;  
rolleroortrekker en -slyper;  
spilbandhersteller;  
spinner;  
doffer;  
keël- of kaastolwikkelaar;  
spoelaanvoerder;  
kaardmassjiensstropser;  
duigkaardervanger;  
garingmonsterneer/-kontroleerder;

*Weefafdeling*

Skeringhersteller;  
riekamhersteller;  
inslagtolwikkelaar;  
materiaaldoffer;

burler/dresser/cloth mender;  
 learner weaver;  
 assistant machine operators of—  
   sizing machines;  
   warping machines;  
   cropping machines;  
   plaiting, rolling, calender machines;  
   knotting machines;  
   drawing-in machines;

*Finishing/Dyeing/Bleaching/Printing/Make-up Department*

Presentation packer/folder/trimmer;  
 cloth sampler and checker;  
 chemical mixer and dispenser assistant;  
 print roller varnisher;  
 print copper roller turner;  
 print copper roller electro plater;  
 tracer;  
 assistant machine operators of—  
   pressure dyeing machines;  
   drying and curing machines including stenters;  
   washing machines;  
   non-continuous dyeing machines;  
   singeing machines;  
   folding and plaiting machines;  
   rolling and calender machines;  
   steaming machines;  
   continuous dyeing machines;  
   continuous scouring and bleaching machines;  
   mercerising machines;

machine operators of—  
   sewing and overlocking machines other than for batching,  
     plating, folding and doubling;  
   sanding machines;  
   cloth opening machines;  
   raising machines;  
   stretcher/beamer machines;  
   fusetex machines;  
   back filling machines;

“Grade III employee” means an employee engaged in one or more of the following occupations or capacities:

*General: All departments*

Head operatives or chargehands in charge of Grade II employees;  
 factory clerk;  
 boiler attendant;  
 cook;

*Spinning Department*

Card grinder;  
 needle setter;  
 hand knotter repairer;

*Weaving Department*

Cloth examiner;  
 drawer-in/reacher-in;  
 weaver, qualified;  
 warp preparer/finisher;  
 size mixer;  
 beam gaiter;  
 Jacquard card lacer;

machine operators of—  
   knotting machines;  
   warping machines;  
   cropping machines;  
   plaiting machines;  
   calender machines;  
   sizing machines;  
   drawing-in machines;

*Finishing/Dyeing/Bleaching/Printing/Make-up Department*

Cloth examiner;  
 chemical mixer and dispenser;  
 camera operator;  
 print roller etcher;  
 pentographer;  
 assistant machine operators of—  
   printing machines;  
 machine operators of—  
   pressure dyeing machines;  
   drying and curing machines, including stenters;

nopster/dresseerder/materiaalstopper;  
 leerling-wewer;  
 assistent-masjienbedieners van—  
   papmasjiene;  
   opskeermasjiene;  
   skeermasjiene;  
   vleg-, oprol- en kalandermasjiene;  
   knoopmasjiene;  
   inrygmasjiene;

*Afwerk-/Kleur-/Bleik-/Patroondruk-/Opmaakafdeling*

Sierverpakker/-vouer/-afronder;  
 materiaalmonsternemer en -kontroleerder;  
 chemikaliemenger/-en -resepteurassistent;  
 patroondrukroller-vernisser;  
 patroondruk-koperrollerdraaier;  
 patroondruk-koperroller-elektroplateerder;  
 natrekker;

assistent-masjienbedieners van—  
   heetkleurmasjiene;  
   droog- en verrypmasjiene, met inbegrip van spandroërs;  
   wasmasjiene;  
   nie-aaneenwerkende kleurmasjiene;  
   sengmasjiene;  
   vou- en vlegmasjiene;  
   oprol- en kalandermasjiene;  
   stomers;  
   aaneenwerkende kleurmasjiene;  
   aaneenwerkende was- en bleikmasjiene;  
   merceriseermasjiene;

masjienbedieners van—  
   naai- en omkapmasjiene, uitgesonderd masjiene vir verlotting,  
     platering, vou en doeblering;  
   skuurmasjiene;  
   materiaal-oopmaakmasjiene;  
   pluismasjiene;  
   breedhoumasjiene;  
   fusetex-masjiene;  
   rugvulmasjiene;

„werknemer graad III” ’n werknemer wat in een of meer van die volgende beroepe of hoedanighede in diens is:

*Algemeen: Alle afdelings*

Hoofwerksmanne of onderbase wat aan die hoof staan van werknemers graad II;  
 fabrieksklerk;  
 stoomketelbediener;  
 kok;

*Spinafdeling*

Kaardslyper;  
 naaldsetter;  
 handknoperhersteller;

*Weefafdeling*

Materiaalondersoeker;  
 inryger/aangeër;  
 wewer (gekwalfiseerd);  
 skeringbereier/-afwerker;  
 papmenger;  
 boomwerker;  
 Jacquardkaartryger;  
 masjienbedieners van—  
   knoopmasjiene;  
   opskeer;  
   skeermasjiene;  
   vlegmasjiene;  
   kalandermasjiene;  
   papmasjiene;  
   inrgymasjiene;

*Afwerk-/Kleur-/Bleik-/Patroondruk-/Opmaakafdeling*

Materiaalondersoeker;  
 chemikaliemenger en -resepteur;  
 kamerabediener;  
 patroondrukroller-etser;  
 pentograafmasjienbediener;  
 assistent-masjienbedieners van—  
   patroondrukmasjiene;  
 masjienbedieners van—  
   heetkleurmasjiene;  
   droog- en verrypmasjiene met inbegrip van breedsetters;

padding machines;  
 singeing machines;  
 washing machines;  
 non-continuous dyeing machines;  
 folding, plaiting, rolling, cropping and calender machines;  
 steaming machines;  
 continuous scouring machines;  
 bleaching machines;  
 compressive shrinking machines;  
 continuous dyeing machines;

"Grade IV employee" means an employee engaged in one or more of the following occupations or capacities:

*General: All departments*

Head operatives or chargehands in charge of Grade III employees;  
 storeman;  
 senior factory clerk;  
 forklift truck driver/crane operator;  
 motor vehicle driver;  
 nurse and surgery assistant;  
 mechanic hand;  
 laboratory assistant;  
 teacher/instructor;  
 technician's assistant;  
 work study assistant;

*Weaving Department*

Jacquard card puncher;

*Finishing/Dyeing/Bleaching/Printing/Make-up Department*

Negative designer (screen printing);  
 printing screenmaker;  
 machine operators of—  
 printing machines;  
 "hand knitter repairer" means an employee engaged in repairing hand knitters;  
 "heald frame preparer" means an employee engaged in cleaning, repairing and preparing heald frames for weaving machinery;  
 "hoist and lift operator" means an employee engaged in operating electrical or mechanical hoists or lifts;  
 "Jacquard card puncher" means an employee engaged in interpreting designs and punching Jacquard cards;  
 "Jacquard card lacer" means an employee engaged in lacing Jacquard cards;  
 "label printer" means an employee engaged in printing labels or markers for finished cloth;  
 "laboratory assistant" means an employee who, under direction, makes routine tests and records the results thereof, and assists generally in laboratory work;  
 "labourer" means an employee who performs simple cleaning and oiling operations or unskilled labour such as carrying, lifting, moving or stacking raw materials, finished or semi-finished goods; loading or unloading of vehicles; gardening; making fires or removing ashes, refuse or waste; pulling or pushing wheelbarrows, trolleys or other manual vehicles; filling or repairing bags or other containers; closing cartons or sewing up bales; delivering or conveying messages;  
 "learner weaver" means an employee who for a period not exceeding one year is being trained as a weaver;  
 "machine lubricator" means an employee equipped with and trained to use special equipment for lubricating and oiling machines at prescribed frequencies and with the correct lubricant;  
 "machine operator/attendant" means an employee who operates, attends to the production of, and starts and stops a power-driven machine;  
 "mechanic hand" means an employee who, under supervision of a qualified technician, is engaged in making repairs or adjustments to machines in the factory or in the workshop or who may be required to assist a qualified technician with his work in the factory or in the workshop;  
 "motor vehicle driver" means an employee who is engaged in driving a motor vehicle, and for the purposes 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;

drenkperse;  
 sengmasjiene;  
 wasmasjiene;  
 nie-aaneenwerkende kleurmasjiene;  
 vou-, vleg-, oprol-, skeer- en kalandermasjiene;  
 stomers;  
 aaneenwerkende wasmasjiene;  
 bleikmasjiene;  
 stuikkrimpmasjiene;  
 aaneenwerkende kleurmasjiene;

„werknemer graad IV” ’n werknemer wat in een of meer van die volgende beroepe of hoedanighede in diens is:

*Algemeen: Alle afdelings*

Hoofwerksmanne of onderbase wat aan die hoof staan van werknemers graad III;  
 magasynman;  
 senior fabrieksklerk;  
 vorkheftrugdrywer/hyskraanbediener;  
 motorvoertuigdrywer;  
 verpleegster en verpleegassistent;  
 werktuigkundige se assistent;  
 laboratoriumassistent;  
 opleier/instrukteur;  
 tegnikus se assistent;  
 werkstudie-assistent;

*Weefafdeling*

Jacquardkaartponser

*Afwerk-/Kleur-/Bleik-/Patroondruk-/Opmaakafdeling*

Negatiefontwerper (gaasbedrukking);  
 patroondruk-skermmaker;  
 masjiensbedieners van—  
 patroondrukmasjiene;  
 „handknoperhersteller” ’n werknemer wat handknopers herstel;  
 „hewelraambereier” ’n werknemer wat hewelrame vir weefmasjinerie skoonmaak, herstel en voorberei;  
 „hystoestel- en hysbakbediener” ’n werknemer wat elektriese of meganiese hystoestelle of hysbakke bedien;  
 „Jacquardkaartponser” ’n werknemer wat ontwerpe vertolk en Jacquardkaarte pons;  
 „Jacquardkaartyger” ’n werknemer wat Jacquardkaarte ryg;  
 „etiketdrukker” ’n werknemer wat etikette of merkers vir afgewerkte materiaal druk;  
 „laboratoriumassistent” ’n werknemer wat onder leiding roetine-toetse doen en die resultate daarvan opteken en oor die algemeen met laboratoriumwerk behulpsaam is;  
 „arbeider” ’n werknemer wat eenvoudige skoonmaak- en smeerwerk doen of ongeskoolde werk verrig soos grondstowwe, afgewerkte of halfafgewerkte goedere dra, oplaai, verskuif of opstapel; voertuie laai of aflaai; tuinmaak; vuurmaak of as, vullis of afval verwyder; kruiwaens, trollies of ander handvoertuie trek of stoot; sakke of ander houers vul of herstel; kartonne toemaak of bale toewerk; boodskappe aflewer of doen;  
 „leerling-wewer” ’n werknemer wat hoogstens een jaar lank as wewer opgelei word;  
 „masjiensmeerder” ’n werknemer uitgerus met en opgelei in die gebruik van spesiale uitrusting vir die smeer en olie van masjiene op voorgeskrewe frekwensies en met die korrekte smeermiddel;  
 „masjiensbediener/versorger” ’n werknemer wat ’n kragmasjiens bedien, die produksie daarvan versorg, en dit aan- en afskakel;  
 „werktuigkundige se assistent” ’n werknemer wat onder toesig van ’n gekwalifiseerde tegnikus herstelwerk of verstellings aan masjiene in die fabriek of in die werkwinkel doen of van wie vereis kan word om ’n gekwalifiseerde tegnikus met sy werk in die fabriek of in die werkwinkel te help;  
 „motorvoertuigdrywer” ’n werknemer wat ’n motorvoertuig dryf, by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig dryf” alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

“needle setter” means an employee engaged in the setting of needles in cylinders and combs for combing machines;

“negative designer” means an employee who prepares photographic negatives as an integral part of the preparation of screens for screen printing;

“nightshift” means any period of work, the major portion of which falls after 22h00;

“nurse and surgery assistant” means an employee engaged as a nurse, a first-aidier or as an assistant in a surgery;

“package bander/strapper” means an employee employed to use a mechanical device or appropriate hand tools for sealing containers with steel or synthetic bands;

“pirn preparer/sorter” means an employee engaged in sorting and preparing full or empty pirns for further use;

“pirn winder” means an employee engaged in operating a pirn winding machine;

“presentation packer/folder/trimmer” means an employee who either cuts, folds, packs or trims textiles for special presentation or retail packs;

“print copper roller turner” means an employee engaged in turning off the copper on a copper print roller to a predetermined girth in a lathe;

“print copper roller electroplater” means an employee engaged in placing copper print rollers in an electrolytic bath to deposit a predetermined layer of copper or chromium on to the copper roller;

“print roller etcher” means an employee who places a copper print roller in an etching solution for a predetermined time whilst the roller is etched;

“print roller varnisher” means an employee who places a copper roller in a lathe and applies acid resisting varnish over the whole surface of the roller;

“pentographer” means an employee who operates a pentograph machine and transfers patterns from a zinc plate on to varnished copper rollers;

“printing screenmaker” means an employee engaged in making screens for flat or rotary screen printing machines;

“quality sorter” means an employee engaged in sorting loom-state or finished cloth into qualities;

“raw material sorter” means an employee engaged in sorting mixed batches of raw material or waste;

“reacher-in” means an employee who is engaged in presenting the threads in sequence for the drawer-in;

“reed mender” means an employee engaged in cleaning, straightening and repairing weaving reeds;

“roller coverer and grinder” means an employee engaged in mounting, grinding, repairing and buffing drafting rollers;

“roller picker” means an employee engaged in operating a roller picking device;

“senior factory clerk” means a factory clerk who by reason of the responsibility attaching to his work, is appointed by his employer as a senior factory clerk;

“sheet and towel folder” means an employee engaged in folding cut, sewn and trimmed sheets, towels and other finished textile piece goods;

“size mixer” means an employee engaged in the preparation and mixing of chemicals and/or starch products for use in sizing machines;

“spinner” means an employee engaged in attending to the proper and efficient production of spinning machines;

“stacker” means an employee engaged in stacking raw materials, unfinished or finished products;

“starter maker” means an employee engaged in operating a starter-maker machine for automatic spools;

“storeman” means an employee engaged to be responsible for the administration and control of stores of raw materials, spare parts or other auxiliary equipment;

“tape repairer” means an employee who is engaged in replacing and piecing driving tapes on tape-driven spinning machines;

“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;

“tea attendant” means an employee engaged in making, serving and transporting tea and other beverages;

“teacher/instructor” means an employee engaged in the training and teaching of other employees in the performance of their duties;

“tracer” means an employee engaged in tracing designs on to negatives in the Cloth Printing Department;

„naaldsetter” ’n werknemer wat naalde in silinders en kamme vir kammasjien set;

„negatiefontwerper” ’n werknemer wat fotografiese negatiewe voorberei as ’n integreerende deel van die voorbereiding van skerms vir gaasbedrukking;

„nagskof” enige werktydperk waarvan die grootste gedeelte ná 22h00 val;

„verpleegster en verpleegassistent” ’n werknemer wat in ’n spreekkamer diens doen as verpleegster, eerstehulpassistent of as verpleegassistent;

„pakketombinder” ’n werknemer wat ’n meganiese toestel of geskikte handgereedskap gebruik vir die verseëling van houers met staal- of sintetiese bande;

„inslagtolbereier/-sorteerder” ’n werknemer wat vol of leë inslagtolle vir verdere gebruik sorteer en voorberei;

„inslagtolwikkelaar” ’n werknemer wat ’n inslagtolwikkelmassien bedien;

„sierverpakker/-vouer/-afronder” ’n werknemer wat tekstiele sny, vou, verpak of versier vir spesiale sier- of kleinhanderverpakkings;

„patroondruk-koperrolleddraaier” ’n werknemer wat die koper op ’n koperpatroondrukroller volgens ’n vooraf bepaalde omvang in ’n draaibank afdraai;

„patroondruk-koperroller-elektroplateerder” ’n werknemer wat patroondrukrollers van koper in ’n elektrolitiese bad plaas om ’n vooraf bepaalde laag koper of chroom op die koperroller te laat neerslaan;

„patroondrukroller-eter” ’n werknemer wat ’n patroondruk-koperroller ’n vooraf bepaalde tyd lank in ’n etsoplossing plaas terwyl die roller geëts word;

„patroondrukroller-vernisser” ’n werknemer wat ’n patroondrukroller in ’n draaibank plaas en suurwerende vernis oor die hele oppervlak van die roller aanbring;

„pentograafmassienbediener” ’n werknemer wat ’n pentograafmassien bedien en patrone van ’n sinkplaatjie op verniste koperrollers oorbring;

„patroondruk-skermmaker” ’n werknemer wat skerms maak vir plat of rotasiegaasbedrukkingmassiene;

„gehaltesorteerder” ’n werknemer wat afgewerkte materiaal volgens gehalte sorteer;

„grondstofsarteerder” ’n werknemer wat gemengde lottel grondstof of afval sorteer;

„aangeër” ’n werknemer wat die garings in volgorde vir die inryger aangee;

„rietkamhersteller” ’n werknemer wat weefrietkamme skoonmaak, reguit maak en herstel;

„rolleroortrekker en -slyper” ’n werknemer wat afdunrollers monteër, slyp, herstel en poets;

„vleëlbediener” ’n werknemer wat ’n vleëlmassien bedien;

„senior fabrieksklerk” ’n fabrieksklerk wat vanweë die verantwoordelijkheid van sy werk deur sy werkgever as senior fabrieksklerk aangestel word;

„linne- en handdoekvouer” ’n werknemer wat gesnyde, gestikte en versierde lakens, handdoeke en ander afgewerkte tekstielstukgoedere vou;

„pampenger” ’n werknemer wat chemikalieë en/of styselprodukte vir gebruik in die papmassien voorberei en meng;

„spinner” ’n werknemer wat die behoorlike en doeltreffende produksie van spinmassiene versorg;

„opstapelaar” ’n werknemer wat grondstowwe, onafgewerkte en afgewerkte produkte opstapel;

„spoelaanvoorder” ’n werknemer wat ’n spoelaanvoordermassien vir outomatiese spoelbedien;

„magasynman” ’n werknemer wat verantwoordelik is vir die administrasie en beheer van voorrade grondstowwe, reserwedele of ander hulpuitrusting;

„spilbandhersteller” ’n werknemer wat aandryfspilbande op bandaangedrewe spinmassiene vervang en las;

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

„teebediener” ’n werknemer wat tee en ander drankke maak, bedien en vervoer;

„opleier/instrukteur” ’n werknemer wat ander werknemers oplei en onderrig om hul pligte uit te voer;

„natrekker” ’n werknemer wat ontwerpe op negatiewe natrek in die patroondrukafdeling;

"vacuum-cleaning machine operator" means an employee engaged in the operation of portable vacuum cleaning equipment;

"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;

"warp mender" means an employee engaged in repairing warp yarn smashes or in making readjustments of warp yarns in the looms;

"warp preparer/finisher" means an employee engaged as a support worker for the beam gaiter or for the knotting machine operator;

"waste raw material/raw material feeder" means an employee engaged in feeding raw material or waste raw material on to machines for further processing;

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

"weaver, qualified," means an employee engaged in operating a set of looms and who has completed training as a learner weaver;

"wrapper/packer" means an employee engaged in wrapping and/or packing of piece goods or yarn;

"work study assistant" means an employee engaged as an assistant to the work study officer;

"yarn sampler/checker" means an employee engaged in taking samples of partially processed or fully processed yarn from predetermined machines and at predetermined frequencies for subsequent testing and checking.

In classifying an employee for the purposes 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 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: Provided further that, where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by 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 purposes of this clause the basis of contract of an employee, other than a casual employee, shall be weekly, and save as is provided in subclause (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 subclause (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 wages.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution 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 five-day week or one sixth of the higher weekly wage for an employee working a six-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 five-day week or one sixth of the higher weekly wage prescribed for an employee working a six-day week.

(6) *Monthly wages.*—Whenever, by agreement between the employer and the employee, remuneration is to be paid monthly, the

„stofsuijbediener" 'n werknemer wat draagbare stofsuijguitrusting bedien;

„loon" of „lone" die bedrag geld betaalbaar aan 'n werknemer ooreenkomstig Bylae A ten opsigte van sy gewone werkure soos in klousule 7 bepaal: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van dié gewone werkure 'n hoër bedrag betaal as dié wat in Bylae A voorgeskryf word, dit dié hoër bedrag beteken;

„skeringhersteller" 'n werknemer wat die skeringgaring herstel as dit breek of skeringgarings in die weefmasjiene herrangskik;

„skeringbereier/-afwerker" 'n werknemer wat diens doen as die boomwerker of knoopmasjienebediener se assistent;

„afvalgrondstof/-grondstofvoerder" 'n werknemer wat grondstof of afvalgrondstof vir verdere verwerking in masjiene voer;

„wag" 'n werknemer wat persele of ander eiendom bewaak;

„wewer, gekwalifiseerd," 'n werknemer wat 'n stel weefmasjiene bedien en opleiding as leerling-wewer voltooi het;

„toedraaier/verpakker" 'n werknemer wat stukgoed of garing toedraai en/of verpak;

„werkstudie-assistent" 'n werknemer wat as assistent vir die werkstudiebeampte optree;

„garingmonsternemer/-kontroleerder" 'n werknemer wat van vooraf bepaalde masjiene en op vooraf bepaalde frekwensies monsters van gedeeltelik of ten volle verwerkte garing neem om later getoets en gekontroleer te word.

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 laer lone aanneem as dié wat in Bylae A hiervan gespesifiseer word nie.

(2) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon betaal word wat vir 'n werknemer in dieselfde gebied en van dieselfde geslag voorgeskryf word vir dieselfde klas werk as dié wat sodanige los werknemer moet verrig: Met dien verstande dat, waar die werkgewer van 'n los werknemer vereis dat hy die werk 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: Voorts met dien verstande dat, waar die werkgewer van 'n los werknemer vereis dat hy hoogstens vier agtereenvolgende ure op 'n dag werk, sy loon met hoogstens 50 persent verlaag kan word.

(3) *Loongrondslag.*—Die indiensnemingsgrondslag vir werknemers, uitgesonderd los werknemers, is 'n weeklikse, maar waar 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 subklousule (5) en 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, ongeag of 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 of hom toelaat om langer as altesaam een 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 sodanige werknemer ten opsigte van daardie dag soos volg betaal:

- (i) in die geval in paragraaf (a) bedoel, minstens een vyfde van die hoër weekloon voorgeskryf vir 'n werknemer wat vyf dae per week werk of een sesde van die hoër weekloon vir 'n werknemer wat ses dae per week werk; en
- (ii) in die geval in paragraaf (b) bedoel, minstens een vyfde van die hoogste weekloon voorgeskryf vir 'n werknemer wat vyf dae per week werk of een sesde van die hoogste weekloon voorgeskryf vir 'n werknemer wat ses dae per week werk.

(6) *Maandloon.*—Wanneer besoldiging by ooreenkoms tussen die werkgewer en die werknemer maandeliks betaal moet word,

amount thereof shall be not less than four and a third times the wage for a 46-hour week, calculated at the rates shown in Schedule A.

(7) *Shift Work: (a) Ordinary shift work.*—(i) Whenever three-shift working is adopted and the total hours of work do not permit a full 46 hours per week for all three shifts, the hours worked by each shift shall nevertheless 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) In the event of a shift working short hours in accordance with the preceding subparagraph, 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.

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

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

(9) (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 the Magisterial Districts of Bellville, Goodwood and Wynberg:*

An amount of R3,00, per week.

*Employees employed in the Magisterial Districts of Malmesbury, Paarl, Wellington and Worcester:*

An amount of R2,50 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.

(10) *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 15 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 15 May, 15 August and 15 November which fall within the respective periods.

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

(11) *Wages not to be reduced.*—Nothing contained in this Agreement shall operate to reduce the wage which was being paid to any employee on the date immediately prior to the date on which this Agreement came into force and an employee who at such date was 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, he shall thereafter receive such higher wage.

(12) Every employer shall guarantee the sum of six weeks' pay to cover employment lost due to fire, except where such interruption of business is occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, strike, military or popular rising, insurrection, rebellion, revolution, military or usurped

moet die bedrag daarvan minstens vier en 'n derde maal die loon vir 'n week van 46 uur wees, bereken teen die lone wat in Bylae A voorkom.

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

(ii) Ingeval 'n skof van minder ure ingevolge die voorgaande subparagraaf 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 moes gewerk het.

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

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

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

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

(9) (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 is, deur sy werkgever ondergenoemde bywoningstoelae betaal word:

*Werknemers in diens in die landdrostdistrikte Bellville, Goodwood en Wynberg:*

'n Bedrag van R3,00 per week;

*Werknemers in diens in die landdrostdistrikte Malmesbury, Paarl, Wellington en Worcester:*

'n Bedrag van R2,50 per week.

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

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

(a) Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar vir 'n verhoging in aanmerking kom, 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) Insgelyks 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, en wel op 15 Mei, 15 Augustus en 15 November wat binne die onderskeie tydperke val.

(c) Wanneer bereken word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van werk bygereken word, uitgesonderd afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as vier agtereenvolgende betaalweke.

(11) *Lone mag nie verlaag word nie.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer betaal is op die datum onmiddellik voor die datum van inwerking-treding van hierdie Ooreenkoms verlaag nie en 'n werknemer wat op sodanige datum 'n loon ontvang het wat hoër is as dié wat hierin voorgeskryf word vir 'n werknemer van sy klas en met sy ondervinding, moet steeds sodanige loon betaal word terwyl hy by dieselfde werkgever in diens is. Indien die werking van hierdie Ooreenkoms hom later geregtig maak op 'n hoër loon, moet hy sodanige hoër loon ontvang.

(12) Elke werkgever moet die bedrag van ses weke se besoldiging waarborg om verlies van werk te dek wat deur brand veroorsaak word, behalwe waar sodanige onderbreking van sy besigheid regstreeks of onregstreeks veroorsaak word deur of weens of as gevolg van enigeen van die volgende voorvalle: oorlog, 'n inval, 'n daad van 'n vreemde vyand, vyandelikhede of krygsoperasies (ongeach of daar oorlog verklaar word of nie), burgeroorlog,

power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, the act of any lawfully constituted authority, arson by or on behalf of any employee.

#### 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 that nothing in this clause shall affect the right of the employer and employee to agree to monthly payments.
- (b) Subject to the provisions of subclause (1) (a), 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 one week after the termination of the week to which the payment applies.
- (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).

(2) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause 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 the movement and local residence of Blacks.

#### 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 shall deduct from the remuneration of such employee every week the amount of the employee's subscriptions to the trade union. The form of such stop order shall be as set out in Schedule B. Such deductions shall be credited to the account of the trade union and shall, in respect of deductions made up on the last pay-day of such month, be paid over to the trade union not later than the 15th day of the succeeding month;
- (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 Blacks (Urban Areas) Consolidation Act, 1945, or the

muttery, oproer, stakings, militêre of burgerlike opstand, rebellie, revolusie, militêre of wederregtelike toe-eiening van mag, krygswet of staat van beleg of enigeen van die voorvalle of oorsake wat die afkondiging of handhawing van krygswet of 'n staat van beleg bepaal, die daad van 'n wettig saamgestelde owerheid, brandstigting deur of namens 'n werknemer.

#### 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 werkgewer plaasvind; en alle geld moet in 'n koevert of ander houer wees waarop die werkgewer en die werknemer se name voorkom, asook die werknemer se beroep, die getal gewone en oortydure gewerk, die verskuldigde besoldiging, bedrae afgetrek en die tydperk ten opsigte waarvan betaling verskuldig is, maar hierdie inligting kan ook verstrekk word op 'n strokie wat aan die betaal-koevert geheg of daarin geplaas is: Met dien verstande dat niks in hierdie klousule die reg van die werkgewer en werknemer aantas om ooreen te kom dat besoldiging maandeliks betaal word nie.
- (b) Behoudens subklousule (1) (a), moet elke werknemer, uitgesonderd 'n los of maandelikse werknemer, ten opsigte van elke week die verskuldigde besoldiging betaal word, nie later nie as een week ná die einde van die week waarop die betaling van toepassing is.
- (c) 'n Los werknemer moet die besoldiging wat aan hom verskuldig is by diensbeëindiging in kontant betaal word.
- (d) 'n Werknemer moet sy besoldiging gedurende sy werkure betaal word binne 15 minute nadat hy opgehou het met werk, alle tyd langer as 15 minute wat verloop tussen die amptelike verstryking van die gewone werkure of oortydure en die tyd waarop betaling werklik gedoen word, moet as oortyd geag word en daarvoor moet betaal word teen oortydskale soos in klousule 7 (9) bepaal word.
- (2) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer 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 werkgewer regtens verplig word om by te dra nie.
- (3) *Koop van goedere en kos en inwoning.*—Van geen werknemer mag as deel van sy dienskontrak vereis word om goedere van sy werkgewer of van enige plek of winkel wat deur sy werkgewer aangewys word, te koop of om op enige plek wat deur sy werkgewer aangewys word, kos of inwoning aan te neem nie, behalwe soos voorgeskryf word in die wette of regulasies van die Republiek of provinsiale of plaaslike owerhede vir die reëling van die bewegings en plaaslike inwoning van Swartes.

#### 6. BOETES EN AFTREKKINGS

Geen werkgewer mag sy werknemer boetes opleë of bedrae van die besoldiging van 'n werknemer aftrek nie, uitgesonderd soos volg:

- (a) Met die skriftelike toestemming van die werknemer, kan 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 ontvangs van 'n aftrekorder wat deur 'n werknemer onderteken is, moet die werkgewer van die besoldiging van sodanige werknemer iedere week die bedrag van die werknemer se lededag van die vakvereniging aftrek. Die vorm van sodanige aftrekorder moet wees soos in Bylae B uiteengesit. Sodanige aftrekkings moet op die rekening van die vakvereniging gekrediteer word en moet, ten opsigte van aftrekkings wat op die laaste betaaldag van sodanige maand gedoen word, voor of op die 15de dag van die eersvolgende maand aan die vakvereniging betaal word;
- (c) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is, behalwe in opdrag of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid;
- (d) wanneer 'n werknemer toestem of daar kragtens die Swartes (Stedelike Gebiede) Konsolidasiewet, 1945, of die Wet op Swart Arbeid, 1964, van hom vereis word om kos en/of in-

Black 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 of one day's wage in respect of any public holiday, other than a paid public holiday under clause 9, 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;
- (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) 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 two 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 a piece-worker to perform the same class of work during the said period;
- (i) deduction of contributions to the Council as provided for in clause 16;
- (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 six-day week—
- 46 hours in any week; and
  - eight hours on any day unless the hours on one day do not exceed five in which case the hours on the other days shall not exceed eight and a half hours on any day;
- (b) in the case of an employee, other than a shift worker, who works a five-day week—
- 46 hours in any week; and
  - nine and a quarter 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 subparagraph (i) hereof, eight hours on any day.

(2) *Casual employee.*—The ordinary hours of a casual employee shall not exceed nine and a quarter hours on any day.

(3) *Watchman.*—A watchman shall not be required or permitted to work more than—

- 12 hours on any one day;
- six 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

woning van sy werkgever aan te neem, 'n bedrag 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 bedrag wat deur 'n werkgever namens 'n werknemer in-gevolge die bepalings van enige wet of regsgeeding betaal is of betaal moet word;
- (f) een dag se loon ten opsigte van enige openbare vakansiedag, uitgesonderd 'n openbare vakansiedag met besoldiging ooreenkomstig klousule 9, waarop daar, op versoek van minstens 75 persent van die werknemers, nie van 'n werknemer vereis of hy nie toegelaat word om te werk nie;
- (g) 'n bedrag 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;
- (h) wanneer handelsomstandighede, onklaarraking van masjinerie, of tekorte aan grondstowwe dit nodig maak om die gewone werkure in te kort, hieronder „korttyd” genoem, kan 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 geregtig sou gewees het as hy as tydwerker in diens was: Met dien verstande dat minstens twee uur kennis aan 'n werknemer gegee moet word voordat enige korttyd begin; en wanneer daar versuim word om sodanige kennis 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 stukwerker in diens was om dieselfde klas werk gedurende genoemde tydperk te verrig;
- (i) bydraes tot die Raad soos in klousule 16 bepaal;
- (j) met die skriftelike toestemming van die werknemer, aftrekking vir kontant voorgeskiet 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 deur die werkgever aan hom 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 ses dae per week werk—
- 46 uur in 'n week; en
  - agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae hoogstens agt en 'n half op 'n dag moet wees;
- (b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat vyf dae per week werk—
- 46 uur in 'n week; en
  - nege en 'n kwart uur op 'n dag;
- (c) in die geval van 'n skofwerker—
- 46 uur in 'n week van Sondag tot en met Saterdag; en
  - behoudens subparagraaf (i) hiervan agt uur op 'n dag.

(2) *Los werknemer.*—Die gewone ure van 'n los werknemer is hoogstens nege en 'n kwart uur op 'n dag.

(3) *Wag.*—Van 'n wag mag nie vereis word of hy mag nie toegelaat word om langer te werk nie as—

- 12 uur op 'n dag;
- ses agtereenvolgende dae sonder dat 'n diensvrye dag met volle besoldiging aan hom toegestaan word: Met dien verstande dat die werkgever, in plaas daarvan dat hy so 'n

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 five hours continuously without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be 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 five hours' continuous work: Provided that any period of work interrupted by an interval of less than half an 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 rounds 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 on 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 or permitted to perform any work and such interval shall be deemed to be part of the employee's ordinary hours of work.

(6) *Hours of work to be consecutive.*—Save as provided in subclauses (4) and (5), all hours of work shall be consecutive.

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

(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 employee shall require or permit a female employee to work before 06h00 or later than 18h00 on any day, or after 13h00 on more than five days in any week, nor shall he require or permit such employee to work overtime—

- (aa) for a total period exceeding 10 hours in any week;
- (ab) for more than two hours on any day;
- (ac) on more than three consecutive days; or
- (ad) on more than 60 days in any year.

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

- (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 20c 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 of not less than one and a third times his wage as defined in this Agreement: Provided that overtime worked after 06h00 on a Saturday shall be paid for at a rate of not less than one and a half times the employee's wage. 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) *Saving.*—The provisions of subclauses (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.*—(a) Save as is provided in subclauses (5) and (7), every employee who has completed one year's con-

diensvrye dag aan sy wag toestaan, die betrokke werknemer die loon kan 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 toegestaan is nie.

(4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n wag of 'n drywer van 'n motorvoertuig en ook 'n afleweringswerknemer wat sodanige drywer op sy rondtes vergesel, vereis of hom toelaat om langer as vyf uur ononderbroke te werk sonder 'n pouse van minstens een 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 vyf uur ononderbroke werk toe te staan: Met dien verstande dat 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 drywer van 'n motorvoertuig en 'n afleweringswerknemer wat sodanige drywer 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 geneem moet word, word gelaat aan die oordeel van die werkgever wat kan reël dat sodanige pouses op verskillende tye begin en eindig ten einde te verseker dat die werk in die fabriek sonder enige onderbreking voortgaan. 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.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (4) en (5), moet alle werkure agtereenvolgend wees.

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

(8) (a) *Beperking van oortyd.*—(i) *Manlike werknemers.*—Geen werkgever 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.*—'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om op 'n bepaalde dag vóór 06h00 of ná 18h00, of ná 13h00 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:

- (aa) Langer as altesaam meer as 10 uur in 'n week;
- (ab) langer as twee uur op 'n dag;
- (ac) op meer as drie agtereenvolgende dae; of
- (ad) 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 een uur op 'n dag oortyd te werk nie tensy die werkgever—

- (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 20c betaal ten einde haar 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 betaal word teen minstens een en 'n derde maal sy loon soos in hierdie Ooreenkoms voorgeskryf: Met dien verstande dat 'n werknemer vir oortydwerk ná 06h00 op 'n Saterdag betaal moet word teen minstens een en 'n half maal sy gewone loon. Oortyd kan op 'n daaglikse grondslag oploop, en waar die oortyd in 'n bepaalde week altesaam meer as 15 minute of 'n veelvoud van 15 minute beloop, moet die totale oortyd vir daardie week tot die volgende 15 minute opgeskuif word.

(10) *Voorbehoudsbepaling.*—Subklousules (4), (5), (6) en (8) is nie van toepassing op 'n manlike werknemer wat werk verrig wat noodsaak word deur 'n onklaarraking van installasie of masjinerie of wat nodig is vir die voorkoming van sodanige onklaarraking of in 'n ander noodgeval nie.

## 8. JAARLIKSE VERLOF

(1) *Jaarlikse verlof.*—(a) Behoudens subklousules (5) en (7), moet elke werknemer wat een jaar ononderbroke diens by

tinuous service with his employer shall, between 15 December of each year and 14 January of the following year, be granted three consecutive weeks' leave, for which payment shall be made as follows:

- (i) Twelve working days on full pay in the case of an employee who normally works for five days per week or 15 working days on full pay in the case of an employee who normally works six days per week;
- (ii) Christmas Day, Boxing Day and New Year's Day as paid public holidays in terms of clause 9;
- (iii) when Day of the Covenant falls within the period of annual leave, it shall also be observed as a paid public holiday, thus extending the paid period of leave by one day: Provided that for the purposes of this subclause, continuous work with one 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 one year's continuous service: Provided further that should, by mutual agreement between the employer and the employee, the annual leave in accordance with subclause (1) (a) be taken at some period other than that referred to in this subclause, it shall be taken within four 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 four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

- (b) Any employee who on 15 December of any year has not completed 12 months' continuous service with his employer as provided for in paragraph (a) 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 (a).

- (c) Upon termination of an employee's employment, his employer shall pay to him his full pay in respect of any period of leave 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 15 December of the previous year or from the date of engagement, whichever is the shorter period.

- (2) *Payment for leave.*—(a) The employer shall pay to his employee, to whom leave is granted in terms of subclause (1), his remuneration in respect of such leave not later than the last working day before the commencement of the leave.
- (b) 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.
- (c) For the purposes 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 three 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.*—(a) For the purposes of subclause (1), 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.

sy werkgever voltooi het, tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar drie agtereenvolgende weke verlof toegestaan word waarvoor daar soos volg betaal moet word:

- (i) Twaalf werkdag met volle besoldiging in die geval van 'n werknemer wat gewoonlik vyf dae per week werk of 15 werkdag met volle besoldiging in die geval van 'n werknemer wat gewoonlik ses dae per week werk;
- (ii) Kersdag, Gesinsdag, Nuwejaarsdag as openbare vakansiedae met besoldiging ooreenkomstig kousule 9;
- (iii) wanneer Gelofte-dag binne die jaarlikse verloftyd val, moet dit ook as 'n openbare vakansiedag met besoldiging geag word, sodat die verloftyd met besoldiging met een dag verleng word: Met dien verstande dat, vir die toepassing van hierdie subkousule, ononderbroke werk by een werkgever vandat met werk voor of op 15 Januarie in enige jaar begin word tot 15 Desember in dieselfde jaar as een jaar ononderbroke diens beskou moet word: Voorts met dien verstande dat, indien die jaarlikse verlof ooreenkomstig subkousule (1) (a) by onderlinge ooreenkoms tussen die werkgever en die werknemer, op 'n ander tyd geneem word as dié wat in hierdie subkousule bedoel word, dit dan binne vier maande ná die beëindiging van 'n ononderbroke diens-tyd van 12 maande by die werkgever geneem moet word, maar as die werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ingestem het, kan sy werkgever sodanige verlof aan hom toestaan vanaf 'n datum hoogstens twee maande ná die verstryking van genoemde tydperk van vier maande.

- (b) 'n Werknemer wat op 15 Desember van 'n bepaalde jaar nie 12 maande ononderbroke diens by sy werkgever voltooi het nie, soos in paragraaf (a) bepaal nie, en wie se diens nie beëindig is nie, moet een vyfde van 'n week se loon vir elke voltooiende maand diens betaal word, plus een vyfde van 'n week se loon vir elk van die openbare vakansiedae met besoldiging wat in paragraaf (a) bedoel word.

- (c) 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 toegestaan 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 voltooiende maand diens, bereken vanaf 15 Desember die vorige jaar of vanaf die datum van indiensneming, naamlik die kortste tydperk.

- (2) *Betaling vir verlof.*—(a) Die werkgever moet aan sy werknemer aan wie verlof ooreenkomstig subkousule (1) toegestaan is, sy besoldiging ten opsigte van sodanige verlof voor of op die laaste werkdag voor die aanvang van die verlof betaal.

- (b) 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.

- (c) Vir die toepassing van hierdie kousule sluit „besoldiging” alle loonaansporingsverdiensies in wat gereeld aan die werknemer betaal word en sodanige aansporingsverdiensies moet gebaseer word op die gemiddelde aansporingsverdiensies wat ontvang is gedurende die drie kalendermaande 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 opgeloopt het op die datum waarop die jaarlikse verlof begin het asook alle aansporingsverdiensies wat op die datum waarop die jaarlikse verlof begin het nog nie vasgestel was nie.

- (3) *Diens wat vir verlof tel.*—(a) Vir die toepassing van subkousule (1) 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 datum.

(b) For the purposes of this clause, "employment" shall include any period during which an employee—

- (i) is on leave in terms of subclause (1);
- (ii) undergoes military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any period of such military service;
- (iii) is absent from work on the instructions of the employer;
- (iv) 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 subclause (1) shall not be concurrent with any period during which the employee is required to undergo military service 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 two consecutive years.

(7) *Watchmen.*—An employer may make mutual arrangements with his watchmen to take their annual leave at a period other than between 15 December and the ensuing 14th January, as provided for in subclause (1), and in that event such employee shall be entitled to not less than three consecutive weeks' leave to be granted not later than within three 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 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 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 holiday.*—Whenever an employee is required to work on a day deemed to be a paid public holiday under subclause (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 four 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 four hours, remuneration at a rate of 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 one and a third times his ordinary wage in respect of the total period worked on such Sunday and grant him within seven days thereof one day's leave on full pay.

#### 10. OVERALLS AND PROTECTIVE CLOTHING

(1) An employer who requires his employee to wear an overall shall supply it free of charge 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

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

- (i) met verlof is ooreenkomstig subklousule (1);
- (ii) militêre diens ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om op meer as vier maande van sodanige militêre dienstrydperk aanspraak as diens te maak nie;
- (iii) op las van die werkgever van die werk afwesig is;
- (iv) van die werk afwesig is weens siekte of, in die geval van 'n vrou, van die werk afwesig is vir die tydperk regtens voorgeskryf as 'n tydperk vóór en ná bevalling.

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

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

(6) *Ophoping van verlof.*—Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgever, indien hy aldus skriftelik versoek word deur 'n werknemer wat nie permanent woonagtig is in die landdrostdistrik waarin hy in diens is nie, toestem dat jaarlikse verlof oor 'n dienstryd van hoogstens twee agtereenvolgende jare oploop.

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

#### 9. OPENBARE VAKANSIEDAE MET BESOLDIGING EN SONDAE

(1) *Openbare vakansiedae met besoldiging.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Republiekdag en Gesinsdag 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 as hy op daardie dag gewerk het: Met dien verstande dat van 'n werknemer vereis kan word om op so 'n 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 ooreenkomstig 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 gedeelte van 'n uur gewerk.

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

- (a) aan die werknemer—
  - (i) as hy aldus hoogstens vier uur gewerk het, minstens die gewone loon betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
  - (ii) as hy aldus langer as vier uur gewerk het, besoldiging betaal teen 'n skaal van minstens twee maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag werk, of besoldiging van minstens twee maal die gewone loon wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

- (b) aan die werknemer vir elke uur of gedeelte van 'n uur aldus gewerk, minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag werk en hom binne sewe dae daarvan een dag verlof met volle besoldiging toestaan.

#### 10. OORPAKKE EN BESKERMENDE KLERE

(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 'n regulasie daarkragtens

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 charge by the employer and shall remain the property of the employer.

#### 11. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) *Notice or 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 four 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, one 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 this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) the right of the employer to regard the employee's contract of employment as terminated, where such an employee is absent from work without prior permission for a period of five work-days unless within such period the employee furnishes the employer with a medical certificate certifying his inability to perform his usual work. Termination in terms of this proviso shall be regarded as termination by the employee without notice for purposes of forfeiture of wages in terms of this subclause.

(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 subclause (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 subclause (2), the notice referred to in subclause (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 it be given during—

- (i) 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 the Sick Benefit Fund Agreement of the Council;
- (ii) the employee's absence whilst undergoing military service, in pursuance of the Defence Act, 1957.

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (1), the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this subclause, any payment which may be due to an employee in terms of clause 8 shall also be regarded as a benefit in the process of accrual.

#### 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) 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.

uitgevaardig of op las van die Inspekteur van Fabriek of op las van die werkgewer self deur werknemers gedra moet word, moet kosteloos deur die werkgewer verskaf word en dit bly die eiendom van die werkgewer.

#### 11. BEÏNDIGING VAN DIENSKONTRAK

(1) *Kennisgewing of betaling in plaas van kennisgewing*.—'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet minstens 24 uur kennis gee gedurende die eerste vier weke diens, en daarna, in die geval van 'n weekliks besoldigde werknemer, minstens een week skriftelike kennis, en in die geval van 'n maandeliks besoldigde werknemer, minstens een maand skriftelike kennis van die voorneme om die dienskontrak te beëindig, of in plaas daarvan moet die werkgewer of sy werknemer onderskeidelik die volgende betaal of verbeur:

- (a) Een dag se loon in die geval van 24 uur kennisgewing;
- (b) een week se loon in die geval van 'n week kennisgewing;
- (c) een maand se loon in die geval van 'n maand kennisgewing:

Met dien verstande dat dit nie onderstaande raak nie:

- (i) Die reg van 'n werkgewer of 'n werknemer om die dienskontrak om enige regsgeldige rede sonder kennisgewing te beëindig;
- (ii) die reg van die werkgewer om die werknemer se dienskontrak as beëindig te beskou, waar sodanige werknemer sonder voorafgaande toestemming vyf werkdade van sy werk afwesig is, tensy die werknemer binne sodanige tydperk aan die werkgewer 'n mediese sertifikaat verstrek waarin gesertifiseer word dat hy nie in staat was om sy gewone werk te verrig nie. Beëindiging kragtens hierdie voorbehoudsbepaling word vir die doeleindes van verbeuring van lone ingevolge hierdie subklousule geag beëindiging sonder kennisgewing deur die werknemer te wees.

(2) *Ooreenkoms aangaande kennisgewing*.—'n Werkgewer kan 'n skriftelike ooreenkoms met 'n werknemer aangaan waarin daar 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 werkgewer 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 daar ooreengekom is.

(3) *Inwerkingtrekking van kennisgewing*.—Tensy anders skriftelik ooreenkomstig 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—

- (i) die werknemer se afwesigheid met jaarlikse verlof, geleentheidsverlof of die tydperk van siekteverlof waarop die werknemer ooreenkomstig die siektebystandfondsooreenkoms van die Raad op besoldiging geregtig is;
- (ii) die werknemer se afwesigheid terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan.

(4) Indien die geld wat 'n werkgewer aan lone aan 'n werknemer verskuldig is minder is as die volle bedrag wat die werknemer moet verbeur soos in subklousule (1) bedoel, is die werkgewer, ondanks andersluidende bepalinge in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (as daar is) wat sodanige werknemer ten tyde van die beëindiging van sy dienskontrak toekom. Vir die toepassing van hierdie subklousule word enige betaling wat ingevolge klousule 8 aan 'n werknemer verskuldig is, ook geag 'n voordeel te wees wat hom toekom.

#### 12. DIENSSERTIFIKAAT

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

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

### 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) Subject to the proviso to section 51 (3) of the Act, 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, every employer shall contribute 4c per week in respect of each of his employees for whom wages are prescribed in this Agreement, of which not more than 2c 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 15th 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 one 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. TRADE UNION ORGANISATIONAL FACILITIES

(1) Every employer shall permit any official or member of the trade union authorised thereto in writing by the trade union to enter his establishment from time to time during the lunch interval for the purpose of—

- (a) interviewing the employees on trade union matters;
- (b) enrolling new members; and
- (c) posting and distributing notices issued by the trade union.

(2) The authorised official or member of the trade union shall notify the employer or his representative of his intention to visit the establishment.

### 21. 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.

### 13. VERBOD OP INDIENSNEEMING VAN IEMAND ONDER DIE LEEFTYD VAN 15 JAAR

Geen werkgever mag iemand onder die leeftyd van 15 jaar in sy bedryfsinrigting in diens hê nie.

### 14. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare, eksemplaar van hierdie Ooreenkoms in albei amptelike tale in sy bedryfsinrigting opplak op 'n opvallende plek wat vir sy werknemers gereedlik toeganklik is.

### 15. VRYSTELLING

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om enige regsgeldige rede verleen aan of ten opsigte van enige werkgever of werknemer, en moet hy 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 sertifikaat 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 werkgever 4c per week ten opsigte van elk van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, bydra, en van dié bedrag mag hoogstens 2c per week van die loon van elke sodanige werknemer afgetrek word. Die totale bedrag van sodanige bydraes moet maand vir maand en voor of op 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 kan, vir die leiding van werkgewers en werknemers, menings uitreik wat met die bepalings daarvan strook.

### 18. AGENTE

Die Raad kan een of meer persone as agente aanstel om te help om uitvoering aan 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, loonkoeverte en loonkaartjies te ondersoek en om sodanige persone te ondervra as wat nodig mag wees vir die doel om vas te stel of hierdie Ooreenkoms nagekom word.

### 19. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD

Elke werkgever 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. VERSKAFFING VAN ORGANISASIEFASILITEITE AAN VAKVERENIGING

(1) Elke werkgever moet 'n beampte of 'n lid van 'n vakvereniging wat skriftelik deur dié vakvereniging daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die etenspouse binne te kom ten einde—

- (a) die werknemers oor vakverenigingsake te ondervra;
- (b) nuwe lede te werf; en
- (c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en uit te reik.

(2) Die gemagtigde beampte of lid van die vakvereniging moet die werkgever of sy verteenwoordiger verwittig van sy voorneme om die bedryfsinrigting te besoek.

### 21. AANSPOURINGSLOONSKEMAS, STUKWERK EN TAAKWERK

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

(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 if he had been employed purely as a time worker;
- (b) the Secretary of the Council shall within one 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) 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 one 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 two (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 three months after the coming into operation of the scheme;
- (g) no wage incentive scheme may be continued for a period exceeding one month after a trial period of three months without a certificate, in writing, having been obtained from the Council that the terms of this clause have been complied with.

Signed at Cape Town on behalf of the parties this 12th day of November 1979.

G. VON ULMENSTEIN  
Chairman

N. DANIELS  
Vice-Chairman

J. D. F. COLINESE  
Secretary

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

- (a) Geen werknemer mag in enige week minder betaal word nie as die minimum loon waarop hy kragtens klousule 4 geregtig sou gewees het as hy suiwer as 'n tydwerker in diens was;
- (b) die Sekretaris van die Raad moet binne 'n maand vanaf die invoering van enige stukwerkskema of ander vorm van aansporingsloon of wysiging van enige sodanige skema in kennis gestel word van die invoering of wysiging daarvan;
- (c) stukwerk- of aansporingsloontariewe moet bepaal word by wyse van 'n onderlinge reëling tussen die werkgever en die werknemer wat die werk moet verrig;
- (d) 'n lys van die stukwerkskale en, in die geval van enige ander vorm van aansporingsloon, 'n staat wat duidelik aantoon hoe bonusbetalings bereken sal word, moet deur die werkgever bygehou word en te alle tye beskikbaar wees vir voorlegging aan die Sekretaris van die Raad. Sodanige staat moet volledige besonderhede aantoon van die aansporingsloonskema, die werksaamhede wat gedek word, werkwaardes en toelaes gemaak by die berekening van werkwaardes en moet deur die werkgever bygehou word, en waar enige veranderings aangebring word, moet die registers van die vorige stelsel een jaar ná sodanige verandering bewaar word;
- (e) die werknemers wat geraak word deur enige aansporingskema, uitgesonderd gewone stukwerk, het die reg om 'n werkkomitee van twee (of sodanige bykomende getalle as dié waartoe die werkgever instem) te kies en ingeval 'n werkkomitee aangestel word, moet volledige besonderhede van die werklike werking van die skema aan die Komitee beskikbaar gestel word;
- (f) geen besonderhede van die aansporingsloonskema mag sonder die toestemming van die werkskomitee (as daar een is) verander word ten einde die verdienstes van die betrokke werknemers te verminder nie en ingeval daar enige geskil ontstaan, moet die saak na die Raad verwys word: Met dien verstande dat dit nie van toepassing mag wees op veranderings wat aangebring word gedurende 'n proeftyd van drie maande ná die inwerkingtreëning van die skema nie;
- (g) geen aansporingsloonskema mag vir 'n tydperk van meer as een maand ná 'n proeftyd van drie maande voortgesit word sonder dat 'n skriftelike sertifikaat van die Raad verkry is dat die bepalinge van hierdie klousule nagekom is nie.

Namens die partye op hede die 12de dag van November 1979 in Kaapstad onderteken.

G. VON ULMENSTEIN  
Voorsitter

N. DANIELS  
Ondervoorsitter

J. D. F. COLINESE  
Sekretaris

SCHEDULE A  
MINIMUM WEEKLY WAGE

|                                              | In the Magisterial Districts<br>of Malmesbury, Paarl, Wellington<br>and Worcester |                    | In the Magisterial Districts<br>of Bellville, Goodwood and Wynberg |                    |
|----------------------------------------------|-----------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------|--------------------|
|                                              | <i>Male</i><br>R                                                                  | <i>Female</i><br>R | <i>Male</i><br>R                                                   | <i>Female</i><br>R |
| Grade I employee.....                        | 25,89                                                                             | 21,57              | 28,86                                                              | 24,05              |
| Grade II employee—                           |                                                                                   |                    |                                                                    |                    |
| during first six months of experience.....   | 25,89                                                                             | 21,57              | 28,86                                                              | 24,05              |
| during second six months of experience ..... | 26,51                                                                             | 22,09              | 29,56                                                              | 24,63              |
| during second year of experience .....       | 27,50                                                                             | 22,91              | 30,63                                                              | 25,53              |
| thereafter .....                             | 28,47                                                                             | 23,72              | 31,71                                                              | 26,42              |
| Grade III employee—                          |                                                                                   |                    |                                                                    |                    |
| during first six months of experience.....   | 28,47                                                                             | 23,72              | 31,71                                                              | 26,42              |
| during second six months of experience ..... | 29,46                                                                             | 24,55              | 32,89                                                              | 27,40              |
| during second year of experience .....       | 30,46                                                                             | 25,38              | 33,97                                                              | 28,30              |
| thereafter .....                             | 31,42                                                                             | 26,18              | 35,04                                                              | 29,20              |
| Grade IV employee—                           |                                                                                   |                    |                                                                    |                    |
| during first six months of experience.....   | 31,42                                                                             | 26,18              | 35,04                                                              | 29,20              |
| during second six months of experience ..... | 33,38                                                                             | 27,81              | 37,22                                                              | 31,01              |
| during second year of experience .....       | 35,35                                                                             | 29,45              | 39,48                                                              | 32,90              |
| thereafter .....                             | 37,31                                                                             | 31,09              | 41,62                                                              | 34,68              |
| Watchman .....                               | 29,46                                                                             | —                  | 32,78                                                              | —                  |

BYLAE A  
MINIMUM WEEKLOON

|                                                   | In die landdrosdistrikte<br>Malmesbury, Paarl, Wellington<br>en Worcester |                   | In die landdrosdistrikte<br>Bellville, Goodwood en Wynberg |                   |
|---------------------------------------------------|---------------------------------------------------------------------------|-------------------|------------------------------------------------------------|-------------------|
|                                                   | <i>Mans</i><br>R                                                          | <i>Vroue</i><br>R | <i>Mans</i><br>R                                           | <i>Vroue</i><br>R |
| Werknemer graad I.....                            | 25,89                                                                     | 21,57             | 28,86                                                      | 24,05             |
| Werknemer graad II                                |                                                                           |                   |                                                            |                   |
| gedurende eerste ses maande ondervinding.....     | 25,89                                                                     | 21,57             | 28,86                                                      | 24,05             |
| gedurende tweede ses maande ondervinding .....    | 26,51                                                                     | 22,09             | 29,56                                                      | 24,63             |
| gedurende tweede jaar ondervinding .....          | 27,50                                                                     | 22,91             | 30,63                                                      | 25,53             |
| daarna .....                                      | 28,47                                                                     | 23,72             | 31,71                                                      | 26,42             |
| Werknemer graad III                               |                                                                           |                   |                                                            |                   |
| gedurende die eerste ses maande ondervinding..... | 28,47                                                                     | 23,72             | 31,71                                                      | 26,42             |
| gedurende tweede ses maande ondervinding .....    | 29,46                                                                     | 24,55             | 32,89                                                      | 27,40             |
| gedurende tweede jaar ondervinding .....          | 30,46                                                                     | 25,38             | 33,97                                                      | 28,30             |
| daarna .....                                      | 31,42                                                                     | 26,18             | 35,04                                                      | 29,20             |
| Werknemer graad IV                                |                                                                           |                   |                                                            |                   |
| gedurende eerste ses maande ondervinding.....     | 31,42                                                                     | 26,18             | 35,04                                                      | 29,20             |
| gedurende tweede ses maande ondervinding .....    | 33,38                                                                     | 27,81             | 37,22                                                      | 31,01             |
| gedurende tweede jaar ondervinding .....          | 35,35                                                                     | 29,45             | 39,48                                                      | 32,90             |
| daarna .....                                      | 37,31                                                                     | 31,09             | 41,62                                                      | 34,68             |
| Wag .....                                         | 29,46                                                                     | —                 | 32,78                                                      | —                 |

No. R.579]

[3 April 1980

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941COTTON TEXTILE MANUFACTURING  
INDUSTRY (CAPE)

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Cotton Textile Manufacturing Industry, published under Government Notice R.578 of 3 April 1980, 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.

S. P. BOTHA  
Minister of Manpower Utilisation

No. R.580]

[3 April 1980

## INDUSTRIAL CONCILIATION ACT, 1956

COTTON TEXTILE MANUFACTURING  
INDUSTRY (CAPE)

## CANCELLATION OF GOVERNMENT NOTICE

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R.880 of 27 April 1979, R.1852 of 24 August 1979 and R.247 of 8 February 1980 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA  
Minister of Manpower Utilisation

No. R.579]

[3 April 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

## KATOENTEKSTIELNYWERHEID (KAAP)

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragebenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Katoentekstielywerheid, gepubliseer by Goewermentskennisgewing R.578 van 3 April 1980, oor die algemeen vir werknemers wie se werkeure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA  
Minister van Mannekragebenutting

No. R.580]

[3 April 1980

## WET OP NYWERHEIDSVERSOENING, 1956

## KATOENTEKSTIELNYWERHEID (KAAP)

INTREKKING VAN  
GOEWERMENTSKENNISGEWING

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragebenutting, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R.880 van 27 April 1979, R.1852 van 24 Augustus 1979 en R.247 van 8 Februarie 1980 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA  
Minister van Mannekragebenutting

No. R. 581]

[3 April 1980

## INDUSTRIAL CONCILIATION ACT, 1956

COTTON TEXTILE MANUFACTURING  
INDUSTRY (CAPE)—  
SICK BENEFIT FUND AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cotton Textile Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1984, 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 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1984, 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 areas specified in clause 1 (1) (b) of the said Agreement; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA  
Minister of Manpower Utilisation

## 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 and between 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

(1) The terms of this Agreement shall be observed in the Cotton Textile Manufacturing Industry—

- (a) by all employers who are members of the Association and  
by all employees who are members of the trade union;

No. R.581]

[3 April 1980

## WET OP NYWERHEIDSVERSOENING, 1956

KATOENTEKSTIELNYWERHEID (KAAP)—  
SIEKTEBYSTANDFONDSOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Katoentekstielywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1984 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 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1984 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1984 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA  
Minister van Mannekragbenutting

## BYLAE

NYWERHEIDSRaad VIR DIE KATOENTEKSTIEL-  
NYWERHEID (KAAP)

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Textile Workers' Industrial Union (South Africa)  
(hierna die „werknemers” of die „vakvereniging” genoem), aan  
die een kant, en die

Western Province Cotton Textile Manufacturers'  
Association  
(hierna die „werkgewers” of die „Vereniging” genoem), aan die  
ander kant,  
wat die partye is by die Nywerheidsraad vir die Katoentekstielywerheid (Kaap).

## 1. TOEPASSINGSBESTEK VAN DIE OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Katoentekstielywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die Vereniging is en deur alle werknemers wat lede van die vakvereniging is;

- (b) in the Magisterial Districts of Malmesbury, Paarl, Wellington, Worcester, Bellville, Goodwood and Wynberg, but excluding any portions of the Magisterial Districts of Bellville and Goodwood which, prior to the publication of Government Notice 173 of 9 February 1973, fell within the Magisterial District of Wynberg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only 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 Manpower Utilisation, in terms of section 48 (1) of the Industrial Conciliation Act, 1956, and shall remain in force until 31 December 1984 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 or the Main Agreement; any reference to an 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, Act 28 of 1956;

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

“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—

- (a) 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 R.1676 of 22 September 1972;

- (b) the Worsted Textile Manufacturing Industry, which, for the purposes of this definition, means the Industry in which employers and employees are associated for any of the following purposes:

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

(aa) worsted tops and/or noils;

(ab) tops from man-made fibre tow by the Turbo Stapler, Sidel or Pacific Convertor system or similar systems;

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

- (iii) the manufacture, including all operations incidental to such manufacture, of yarn and/or cloth from wool 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 subparagraphs (i) to (iv) of paragraph (3) of the definition of “Worsted Textile Manufacturing Industry” appearing in Government Notice R.145 of 3 February 1971,

“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 4,45 cm, 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 incorpo-

- (b) in die landdrosdistrikte Malmesbury, Paarl, Wellington, Worcester, Bellville, Goodwood en Wynberg, maar uitgesonderd alle gedeeltes van die landdrosdistrikte Bellville en Goodwood wat voor die publikasie van Goewermentskennisgewing 173 van 9 Februarie 1973 binne die landdrosdistrik Wynberg geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgevers van sodanige werknemers.

## 2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekragbenutting ingevolge artikel 48 (1) van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag tot 31 Desember 1984 of vir dié tydperk wat die Minister bepaal.

## 3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms voorkom, het, tensy anders vermeld, dieselfde betekenis as in die Wet of die Hofooreenkoms; waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van dié wet, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

„Wet” die Wet op Nywerheidsversoening, Wet 28 van 1956;

„los werknemer” 'n werknemer wat deur dieselfde werkgever op hoogstens drie dae per week in diens geneem word;

„Katoentekstielywerheid” of „Nywerheid” die Nywerheid waarin 'n werkgever en sy werknemers met mekaar geassosieer is vir die produksie, in die een of ander vorm, deur middel van spin, weef, kleur, druk, afwerk, of enige ander proses, van watter aard ook al, van garing, materiaal, kleedstof of neweprodukte van sodanige garing of kleedstowwe, wat uitsluitlik of hoofsaaklik uit katoen en/of kunsvessels as plaasvervangers daarvan vervaardig word, en omvat dit alle werksaamhede wat daarmee gepaard gaan of daaruit voortspuit, uitgevoer deur enige sodanige werkgever of werknemer, maar omvat dit nie—

- (a) enige werksaamheid wat binne die bestek val van die Nasionale Nywerheidsraad vir die Tekstielywerheid soos omskryf in die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing R.1676 van 22 September 1972 nie;

- (b) die Kamstoftekstielywerheid nie wat, by die toepassing van hierdie woordomskriving die Nywerheid beteken waarin werkgevers en werknemers met mekaar geassosieer is vir ondergenoemde doeleindes:

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

(aa) wolkamlont en/of kamsels;

(ab) snipperlont van kunsfilamentlont deur middel van die Turbo-, Stapler-, Sidel- of Pacific Convertor-stelsel of dergelike stelsels;

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

- (iii) die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige werksaamhede gepaard gaan, van garing en/of kleedstof uit wol en/of 'n mengsel van wol en ander vesels en/of neweprodukte van afval wat ontstaan by die vervaardiging van sodanige garing of kleedstof, maar uitgesonderd die vervaardiging van produkte en die werksaamhede wat opgenoem word in subparagrafe (i) tot (iv) van paragraaf (3) van die omskrywing van „Kamstoftekstielywerheid” wat in Goewermentskennisgewing R.145 van 3 Februarie 1971 voorkom;

„kamwolstof” die stof voortgebring in die proses waarby garing vir verkoop of vir gebruik by die weef van kleedstof geproduseer word uit langstapelvesels van 'n gemiddelde lengte van meer as 4,45 cm 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 kunsvessels vir siereffekte ingelyf word, geag word, ten spyte van die

rated 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);

"Main Agreement" means the Agreement of the Council which prescribes wages for employees employed in the Cotton Textile Manufacturing Industry;

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 6;

"member" or "member of the Fund" means an employee who contributes or has contributed to the Fund.

#### 4. 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.

#### 5. MEMBERSHIP

(1) All employees other than casual employees for whom minimum wages are prescribed in the Main Agreement shall be required to become members of the Fund.

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

#### 6. ADMINISTRATION

(1) The Administration of the Fund shall be vested in a Management Committee consisting of four employers' representatives and four 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.

(2) 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.

(3) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting shall stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At such adjourned meeting of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

(4) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(5) (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 subcommittees to help in the administration of the Fund;

inlywing van sodanige filamente, kamstofkleed of -garing te wees;

(c) die vervaardiging van garing geheel en al uit deurlopende filamente van kunsvessels;

„Raad" die Nywerheidsraad vir die Katoentekstielywerheid (Kaap);

„Hooforeenkoms" die Ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers in diens van die Katoentekstielywerheid;

„Bestuurskomitee" of „Komitee" die Komitee wat aangestel is om die Fonds ooreenkomstig klousule 6 te administreer;

„lid" of „lid van die Fonds" 'n werknemer wat tot die Fonds bydra of bygedra het.

#### 4. NAAM EN OOGMERKE

Hierby word 'n fonds voortgesit wat bekend staan as die „Siekefonds van die Katoentekstielywerheid (Kaap)", hierna die „Fonds" genoem, ingestel met ingang van die eerste volle betaalweek in Januarie 1964, met die doel om mediese hulp, medisyne en ander bystand, soos hierna uiteengesit, aan lede van die Fonds te verskaf.

#### 5. LIDMAATSKAP

(1) Alle werknemers, uitgesonderd los werknemers, vir wie minimum lone in die Hooforeenkoms voorgeskryf word, moet lede van die Fonds word.

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

#### 6. ADMINISTRASIE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit vier werkgewersverteenvoorgeders en vier werknemersverteenvoorgeders wat deur die Raad gekies moet word op 'n behoorlik gekonstitueerde vergadering van die Raad, met die Voorsitter en die Ondervoorsitter van die Raad ampshalwe as lede. Vir iedere verteenwoordiger moet daar 'n plaasvervanger gekies word.

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

(3) Twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers vorm 'n kworum en alle sake word deur 'n meerderheidstem beslis. Die Voorsitter het slegs 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, kan vir die doel van 'n kworum as volle verteenwoordigers gereken word, en indien daar binne 30 minute na die vasgestelde tyd geen kworum is nie, moet die vergadering verdaag word tot 'n datum hoogstens sewe dae daarna, wat deur die Voorsitter bepaal word. Op 'n vergadering wat as gevolg van so 'n verdagting op 'n later datum gehou word en waarvan lede skriftelik in kennis gestel moet word, vorm die lede wat teenwoordig is 'n kworum. Vir die doel van 'n kworum moet die Voorsitter en die Ondervoorsitter van die Raad, indien teenwoordig, geag word verteenwoordigers te wees.

(4) Indien 'n verteenwoordiger van 'n vergadering afwesig is en nie deur 'n plaasvervanger verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, verminder word en moet die stemkrag van die ander kant dienooreenkomstig verminder word ten einde gelyke stemkrag te handhaaf. Geen voorstel mag oorweeg word nie tensy dit gesekondeer is en alle sake wat die onderwerp van voorstelle uitmaak, moet deur 'n meerderheidstem van die aanwesiges beslis word.

(5) (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 plaaslike komitees van die Fonds;
- (iv) subkomitees aan te stel om te help met die administrasie van die Fonds;

- (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 one copy of the said rules and any amendments thereto shall be lodged by the Secretary of the Council with the Secretary for Manpower Utilisation.
- (c) All administrative expenses incurred with the approval of the Management Committee shall be a charge against the Fund.
- (6) (a) The Secretary shall arrange for receipts to be issued for all moneys received by the Fund and 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 the banking account 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 Industrial 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 for Manpower Utilisation within three 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 R500,00 no further sick pay shall be disbursed until the Fund is replenished and is in the opinion of the Management Committee able to resume payment of sick pay.
- (g) Save with the specific authority of the Council, granted upon the recommendation of the Management Committee, the Fund shall not reimburse or pay members or employers in respect of any benefits provided for under clause 8 unless claims for such benefits are submitted to the Fund within a period of two months from the end of the month during which the goods or services were supplied to the member or employer or during which the period of absence from work occurred in respect of which sick pay is claimed.
- Non-payment of benefits by the Fund in terms of this clause shall not entitle an employer to claim back from any employee any amount in respect of such benefits paid to the employee by his employer.

#### 7. CONTRIBUTIONS

- (1) For the purpose of the Fund, every employer shall deduct the following amounts from the wages of each of his employees who is

- (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 beoogde 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 een eksemplaar van genoemde reëls en alle wysigings daarvan, deur die Sekretaris van die Raad by die Sekretaris van Mannekragbenutting ingedien moet word.
- (c) Alle administrasiekoste wat met die goedkeuring van die Bestuurskomitee aangegaan word, kom ten laste van die Fonds.
- (6) (a) Die Sekretaris moet reël dat kwitansies uitgereik word vir alle geld wat deur die Fonds 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 die bankrekening van die Fonds gestort word.
- (c) Trekkings uit die Fonds se bankrekening moet geskied per tjek geteken deur die Voorsitter of Ondervoorsitter van die Raad saam met die Sekretaris van die Fonds of enige lid van die Komitee wat deur die Bestuurskomitee behoorlik daartoe gemagtig is.
- (d) Die Bestuurskomitee moet alle Fondsgeld wat nie nodig is om lopende uitbetalings en uitgawes te dek nie, belê in—
- (i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
  - (ii) Nasionale Spaarsertifikate;
  - (iii) Posspaarbankrekenings of -sertifikate;
  - (iv) spaarrekenings, vaste aandele of vaste beleggings in bougenootskappe of banke;
- of op enige ander wyse wat die Nywerheidsregistrator goedgekeur.
- (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 halfjaarliks 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 drie maande na die einde van die tydperk waarop dit betrekking het aan die Sekretaris van Mannekragbenutting gestuur word 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 R500,00, moet geen verdere siekebesoldiging betaal word nie totdat die Fonds weer aangevul en na die mening van die Bestuurskomitee daartoe in staat is om die betaling van siekebesoldiging te hervat.
- (g) Behoudens uitdruklike magtiging deur die Raad, toegestaan op aanbeveling van die Bestuurskomitee, vergoed of betaal die Fonds nie lede of werkgewers ten opsigte van bystand waarvoor klousule 8 voorsiening maak nie tensy eise vir sodanige bystand aan die Fonds voorgelê word binne 'n tydperk van twee maande na die einde van die maand waartydens die goedere of die dienste aan die lid of die werkgewer gelewer is of tydens die tydperk van afwesigheid van die werk ten opsigte waarvan siekebesoldiging geëis word.
- Nie-betaling van bystand deur die Fonds ingevolge hierdie klousule gee 'n werkgewer nie die reg om van 'n werknemer enige bedrag ten opsigte van sodanige bystand wat aan die werknemer deur sy werkgewer betaal is, terug te eis nie.

#### 7. BYDRAES

- (1) Vir die doel van die Fonds moet elke werkgewer van die loon van elk van sy werknemers wat lid van die Fonds is en wat

a member of the Fund and who has worked during any week, irrespective of the time so worked:

| Group | Weekly wage    | Weekly contribution |
|-------|----------------|---------------------|
|       | R              | Cents               |
| I     | Up to 25,00    | 25                  |
| II    | 25,01-30,00    | 30                  |
| III   | 30,01-35,00    | 35                  |
| IV    | 35,01-40,00    | 40                  |
| V     | 40,01-45,00    | 45                  |
| VI    | 45,01-50,00    | 50                  |
| VII   | 50,01-55,00    | 55                  |
| VIII  | 55,01-60,00    | 60                  |
| IX    | 60,01-65,00    | 65                  |
| X     | 65,01-70,00    | 70                  |
| XI    | 70,01-75,00    | 75                  |
| XII   | 75,01 and over | 80                  |

(2) 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.

(3) 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 Fund reflecting—

- the full name of the employer;
- the total number of contributors;
- the total number of contributors at the end of each month with the total amount collected.

(4) Every employer shall, not later than the 14th day of each month, 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 month.

(5) Prescribed forms for notification of engagements and terminations and of group changes shall be provided by the Fund. All returns must indicate the contributor's Fund number.

(6) Deductions shall be made from payments received by an employee for periods of paid leave of absence and paid holidays as though the employee concerned were present at work in the normal way.

#### 8. BENEFITS

Members of the Fund shall be entitled to the following benefits:

(1) *Sick pay.*—Sick pay at the following rates in respect of periods of absence from work owing to sickness:

| Group | Weekly wage    | Sick pay per day after first day |              |
|-------|----------------|----------------------------------|--------------|
|       |                | Five-day week                    | Six-day week |
|       | R              | R                                | R            |
| I     | Up to 25,00    | 2,93                             | 2,44         |
| II    | 25,01-30,00    | 3,58                             | 2,98         |
| III   | 30,01-35,00    | 4,23                             | 3,52         |
| IV    | 35,01-40,00    | 4,88                             | 4,06         |
| V     | 40,01-45,00    | 5,53                             | 4,60         |
| VI    | 45,01-50,00    | 6,18                             | 5,15         |
| VII   | 50,01-55,00    | 6,83                             | 5,69         |
| VIII  | 55,01-60,00    | 7,48                             | 6,23         |
| IX    | 60,01-65,00    | 8,13                             | 6,77         |
| X     | 65,01-70,00    | 8,78                             | 7,31         |
| XI    | 70,01-75,00    | 9,43                             | 7,85         |
| XII   | 75,01 and over | 10,08                            | 8,40         |

Provided that—

- the member shall have paid 13 weekly contributions to the Fund and not have already received benefits up to a maximum of six weeks in any year commencing 1 March and ending 28 (or 29) February, and provided that no sick pay shall be payable for the first day of any period of absence;

gedurende 'n bepaalde week gewerk het, afgesien van die tyd aldus gewerk, die volgende bedrae aftrek:

| Groep | Weekloon      | Bydrae per week |
|-------|---------------|-----------------|
|       | R             | Sent            |
| I     | Tot 25,00     | 25              |
| II    | 25,01-30,00   | 30              |
| III   | 30,01-35,00   | 35              |
| IV    | 35,01-40,00   | 40              |
| V     | 40,01-45,00   | 45              |
| VI    | 45,01-50,00   | 50              |
| VII   | 50,01-55,00   | 55              |
| VIII  | 55,01-60,00   | 60              |
| IX    | 60,01-65,00   | 65              |
| X     | 65,01-70,00   | 70              |
| XI    | 70,01-75,00   | 75              |
| XII   | 75,01 en meer | 80              |

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

(3) Die totale bedrag wat maandeliks deur die werkgever 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:

- Die volle naam van die werkgever;
- die totale getal bydraers;
- die totale getal bydraers aan die einde van elke maand, saam met die totale bedrag ingevorder.

(4) Elke werkgever moet voor of op die 14de dag van elke maand 'n lys van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van die vorige week invul en dit aan die sekretaris van die Fonds stuur.

(5) Voorgeskrewe vorms vir vermelding van indiensnemings en diensbeëindigings en van groepveranderinge moet deur die Fonds verskaf word. Alle opgawes moet die bydraer se Siekefondsnommer aantoon.

(6) Aftrekkings moet gemaak word van betalings wat 'n werknemer ontvang vir tydperke van verlof van afwesigheid en vakansie met besoldiging asof die betrokke werknemer normaalweg by sy werk aanwesig was.

#### 8. BYSTAND

Die lede van die Fonds is geregtig op die volgende bystand:

(1) *Siekebesoldiging.*—Siekebesoldiging teen die volgende koerse ten opsigte van afwesigheid van die werk weens siekte:

| Groep | Weekloon      | Siekebesoldiging per dag na eerste dag |                      |
|-------|---------------|----------------------------------------|----------------------|
|       |               | Werkweek van vyf dae                   | Werkweek van ses dae |
|       | R             | R                                      | R                    |
| I     | Tot 25,00     | 2,93                                   | 2,44                 |
| II    | 25,01-30,00   | 3,58                                   | 2,98                 |
| III   | 30,01-35,00   | 4,23                                   | 3,52                 |
| IV    | 35,01-40,00   | 4,88                                   | 4,06                 |
| V     | 40,01-45,00   | 5,53                                   | 4,60                 |
| VI    | 45,01-50,00   | 6,18                                   | 5,15                 |
| VII   | 50,01-55,00   | 6,83                                   | 5,69                 |
| VIII  | 55,01-60,00   | 7,48                                   | 6,23                 |
| IX    | 60,01-65,00   | 8,13                                   | 6,77                 |
| X     | 65,01-70,00   | 8,78                                   | 7,31                 |
| XI    | 70,01-75,00   | 9,43                                   | 7,85                 |
| XII   | 75,01 en meer | 10,08                                  | 8,40                 |

Met dien verstande dat—

- die lid 13 weeklikse bydraes tot die Fonds moes gemaak het en nie reeds bystand ontvang het tot 'n maksimum van ses weke in 'n bepaalde jaar beginnende 1 Maart en eindigende 28 (of 29) Februarie nie, en dat geen siekebesoldiging betaalbaar is vir die eerste dag van enige tydperk van afwesigheid nie;

- (ii) the member shall be unable to perform his ordinary duties to his employer 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 shall not be on annual leave or otherwise in receipt of full pay from the employer;
- (iv) no sick pay shall be paid in respect of any illness, affliction or disease which—
- (aa) is attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and
- (ab) 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
- (ac) 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 another 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 23 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.
- (2) *Medical treatment.*—(a) Members shall be entitled to medical treatment as from the date of their engagement by the employer.
- (b) 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.
- (c) 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.
- (d) No hospital admission fees or other hospital expenses either as an in-patient or out-patient shall be paid by the Fund.
- (e) Medical attention to which members are entitled at the Fund's expense, shall not include obstetrics, surgery, anaesthetics or, except for two examinations, pregnancy.
- (3) *Dental treatment.*—(a) Subject to the submission by a member of the receipt of payment of the total cost of each dental extraction, a member shall be entitled to a refund in accordance with the following scale:

| <i>In respect of extractions performed</i>                | <i>Benefit</i> |
|-----------------------------------------------------------|----------------|
| During the first year of membership .....                 | Nil            |
| During the second and third years of membership .....     | 25%            |
| During the fourth year of membership .....                | 50%            |
| During the fifth and subsequent years of membership ..... | 100%           |

The cost per extraction for the purpose of determining the benefit shall be as fixed by the Management Committee from time to time.

- (b) Subject to the submission by a member of the receipt of payment of the total cost of artificial dentures, a member shall be entitled to a refund in accordance with the following scale:

| <i>In respect of dentures supplied</i>                    | <i>Benefit</i> |
|-----------------------------------------------------------|----------------|
| During the first year of membership .....                 | Nil            |
| During the second and third years of membership .....     | 25%            |
| During the fourth year of membership .....                | 40%            |
| During the fifth and subsequent years of membership ..... | 100%           |

- (ii) die lid nie in staat moet wees om sy gewone verpligtings teenoor sy werkgever na te kom nie weens siekte of beseëring wat behoorlik op die voorgeskrewe vorm gesertifiseer is deur 'n mediese beampte wat kragtens hierdie reëls aangesel is;
- (iii) die lid nie met jaarlikse verlof mag wees of andersins volle besoldiging van die werkgever mag ontvang nie;
- (iv) geen siekebesoldiging betaalbaar is nie ten opsigte van 'n siekte, ongesteldheid of kwaal wat—
- (aa) aan wangedrag of die buitensporige gebruik van drank of verdowingsmiddels te wyte is; en
- (ab) 'n ongeval, siekte of kwaal is ten opsigte waarvan daar ingevolge die Ongevallewet, 1941 of die Motorvoertuigassuransiewet, 1942, vergoeding betaalbaar is; of
- (ac) 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 veronagsaming van die opdragte of behandeling gegee deur 'n mediese beampte van die Fonds. Die Bestuurskomitee het ook die bevoegdheid om bystand 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 werkgever 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 siekebesoldiging gedurende die tydperk van swangerskap en/of ná geboorte betaalbaar is nie as 'n lid gedurende daardie tydperk geregtig is op kraamvoordele ooreenkomstig die Werkloosheidsversekeringswet, 1966, of op bevalingstoelaes ooreenkomstig artikel 23 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941;
- (vi) die Bestuurskomitee na goedvinde die tydperk kan verleng waarin siekebesoldiging betaalbaar is of andersins die betalings in individuele gevalle kan wysig.
- (2) *Mediese behandeling.*—(a) Lede is daarop geregtig om mediese behandeling te ontvang vanaf die datum waarop hulle deur die werkgever in diens geneem word.
- (b) Mediese behandeling word normaalweg op slegs die tye en plekke wat deur die Fonds aangewys en aan lede bekendgemaak is, deur 'n mediese beampte gegee wat deur die Fonds aangestel is, en drogerie, medisyne en ander mediese benodighede word slegs deur of op gesag van genoemde mediese beampte verskaf.
- (c) 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.
- (d) Geen opnemingsgelde of ander hospitaalluitgawes, hetsy vir 'n binne- of 'n buitopasiënt, word deur die Fonds betaal nie.
- (e) Die mediese behandeling waarop lede op koste van die Fonds geregtig is, sluit nie verloskunde, snykunde, narkose of, behalwe vir twee ondersoeke, swangerskap in nie.
- (3) *Tandheelkundige behandeling.*—(a) Indien 'n lid 'n kwitansie voorlê vir die betaling van die totale koste van alle tande wat getrek word, is hy geregtig op terugbetaling ooreenkomstig die volgende skaal:

| <i>Ten opsigte van tande getrek</i>                                   | <i>Bystand</i> |
|-----------------------------------------------------------------------|----------------|
| Gedurende die eerste jaar van lidmaatskap .....                       | Geen           |
| Gedurende die tweede en derde jaar van lidmaatskap .....              | 25%            |
| Gedurende die vierde jaar van lidmaatskap .....                       | 50%            |
| Gedurende die vyfde jaar en daaropvolgende jare van lidmaatskap ..... | 100%           |

Ten einde te bepaal wat die bystand sal wees, is die koste per tand getrek soos die Bestuurskomitee van tyd tot tyd besluit.

- (b) Indien 'n lid 'n kwitansie voorlê vir betaling van die totale koste van kunstande, is hy geregtig op terugbetaling ooreenkomstig die volgende skaal:

| <i>Ten opsigte van kunstande verskaf</i>                              | <i>Bystand</i> |
|-----------------------------------------------------------------------|----------------|
| Gedurende die eerste jaar van lidmaatskap .....                       | Nul            |
| Gedurende die tweede en derde jaar van lidmaatskap .....              | 25%            |
| Gedurende die vierde jaar van lidmaatskap .....                       | 40%            |
| Gedurende die vyfde jaar en daaropvolgende jare van lidmaatskap ..... | 100%           |

Provided that—

- (i) the term "artificial dentures" shall not be construed to include the affixing of an artificial tooth, commonly referred to as a "crown", or the provision of a partial denture, commonly referred to as "bridgework";
- (ii) except with the approval of the Management Committee first obtained, a member shall not be entitled to a refund in respect of more than one set of artificial dentures.

For the purpose of determining the benefit, the cost of a set of artificial dentures or the cost of a lower or upper set of artificial dentures, as the case may be, shall be as determined by the Management Committee from time to time.

(4) *Optical treatment.*—Subject to the submission by a member of the receipt of the cost of any optical treatment, and subject to the member having been referred to the optician by a panel doctor, a member shall be entitled to a refund in accordance with the following scale:

| <i>In respect of optical services rendered</i> | <i>Benefit</i>                                                                                                                                                                                                                                                                         |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| During the first year of membership            | Nil.                                                                                                                                                                                                                                                                                   |
| During the second year of membership           | An amount not exceeding R8,00 towards the cost of spectacles; an amount not exceeding R3,50 towards the optician's testing fee if spectacles are not prescribed as the result of the test.                                                                                             |
| Thereafter .....                               | An amount not exceeding R16,00 towards the cost of spectacles; an amount not exceeding R3,50 towards the optician's testing fee if spectacles are not prescribed as the result of the test; and an amount not exceeding 50 percent of the cost of any replacement lens for spectacles. |

Provided that, except with the approval of the Management Committee first obtained, a member shall not be entitled to a refund in respect of more than one pair of spectacles.

The Management Committee in its discretion may waive any of the provisions in regard to the qualifying period of membership relating to optical benefits.

#### 8 bis.—PRE-EMPLOYMENT EXAMINATIONS

The Fund shall under such conditions as may be determined by the Management Committee pay the cost, at the Fund's standard rate for factory consultations, of pre-employment examinations carried out by medical officers appointed by the Fund, for the purpose of satisfying an employer that applicants for employment are fit to undertake the duties for which they are to be engaged.

#### 9. GENERAL

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

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

(3) *Dissolution.*—(a) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, and no subsequent agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiration of the Agreement, the Fund shall be liquidated by the Committee.

Met dien verstande dat—

- (i) die uitdrukking „kunstande" nie so uitgelê moet word dat dit die vassit van 'n kunstand, gewoonlik 'n „kroon" genoem, of die verskaffing van 'n gedeeltelike kunsgebit, gewoonlik „brugwerk" genoem, insluit nie;
- (ii) tensy die goedkeuring van die Bestuurskomitee vooraf verkry is, 'n lid nie geregtig is op terugbetaling vir meer as een stel kunstande nie.

Ten einde te bepaal wat die bystand sal wees, is die koste van 'n stel kunstande of die koste van 'n onderste of boonste gebit, na gelang van die geval, soos die Bestuurskomitee van tyd tot tyd bepaal.

(4) *Gesigkundige behandeling.*—Indien 'n lid 'n kwitansie voorlê vir die totale koste van enige gesigkundige behandeling, en indien hy na die gesigkundige verwys is deur 'n geneesheer wat behoort aan die paneel van die Fonds se geneeshere, is hy geregtig op terugbetaling ooreenkomstig die volgende skaal:

| <i>Ten opsigte van gesigkundige dienste gelewer</i> | <i>Bystand</i>                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gedurende die eerste jaar van lidmaatskap.          | Geen.                                                                                                                                                                                                                                                                                                                                   |
| Gedurende die tweede jaar van lidmaatskap           | 'n Bedrag van hoogstens R8,00 vir die koste van 'n bril; 'n bedrag van hoogstens R3,50 ter bestryding van die koste om sy oë deur 'n gesigkundige te laat toets indien 'n bril nie as gevolg van so 'n toets voorgeskryf word nie.                                                                                                      |
| Daarna.....                                         | 'n Bedrag van hoogstens R16,00 ter bestryding van die koste van 'n bril; 'n bedrag van hoogstens R3,50 ter bestryding van koste om sy oë deur 'n gesigkundige te laat toets, indien 'n bril nie as gevolg van so 'n toets voorgeskryf word nie; en 'n bedrag van hoogstens 50 persent van die koste om die lens van 'n bril te vervang. |

Met dien verstande dat, indien die toestemming van die Bestuurskomitee nie vooraf verkry is nie, 'n lid nie geregtig is op 'n terugbetaling ten opsigte van meer as een bril nie.

Die Bestuurskomitee kan na goeddunke afstand doen van enigeen van die bepalinge betreffende die kwalifiserende tydperk van lidmaatskap in verband met gesigkundige bystand.

#### 8 bis.—VOOR-INDIENSNEMINGONDERSOEK

Die Fonds moet op sodanige voorwaardes as wat die Bestuurskomitee bepaal die koste, teen die Fonds se standaardtarief vir fabriekskonsultasies, betaal van voor-indiensnemingondersoeke uitgevoer deur mediese beamptes aangestel deur die Fonds, met die doel om 'n werkgewer te oortuig dat aansoekers om indiensneming geskik is om die pligte te onderneem waarvoor hulle in diens geneem word.

#### 9. ALGEMEEN

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

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

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

- (b) In the event of dissolution of the Council, or in the event of its 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 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 upon the expiration of this Agreement, the Fund shall be liquidated in the manner set forth in subclause (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 subclause (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 14th day of December 1979.

G. VON ULMENSTEIN  
Chairman

N. DANIELS  
Vice-Chairman

J. D. F. COLINESE  
Secretary

- (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 kan word, en wel op so 'n manier dat daar verseker word dat die getal werkgewers- en werknemersverteenvoordigers en hul plaasvervangers in die ledetal van die Komitee ewe groot bly.

Ingeval sodanige Komitee nie daartoe 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 of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdhede van die Komitee. Ingeval daar geen Raad meer bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds gelikwideer word op die manier in subklousule (c) voorgeskryf, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwideer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig 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 ooreenkomstig subklousule (a), moet die geld 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 14de dag van Desember 1979 te Kaapstad onderteken.

G. VON ULMENSTEIN  
Voorsitter

N. DANIELS  
Ondervoorsitter

J. D. F. COLINESE  
Sekretaris

No. R.582]

[3 April 1980]

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941

COTTON TEXTILE MANUFACTURING  
INDUSTRY (CAPE)

EXEMPTION FROM SICK LEAVE PROVISIONS

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R.581 of 3 April 1980, may be binding in terms of the Industrial Conciliation Act, 1956, 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 sick pay in terms of the said Agreement.

S. P. BOTHA  
Minister of Manpower Utilisation

No. R.583]

[3 April 1980]

INDUSTRIAL CONCILIATION ACT, 1956

COTTON TEXTILE MANUFACTURING  
INDUSTRY (CAPE)—  
RE-ENACTMENT OF PROVIDENT FUND  
AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cotton Textile Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, 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 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, 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 areas specified in clause 1 (1) (b) of the said Agreement; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of

No. R.582]

[3 April 1980]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

KATOENTEKSTIELNYWERHEID (KAAP)

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R.581 van 3 April 1980, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers 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 genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA  
Minister van Mannekragbenutting

No. R.583]

[3 April 1980]

WET OP NYWERHEIDSVERSOENING, 1956

KATOENTEKSTIELNYWERHEID  
(KAAP)—HERBEKRAGTIGING VAN  
VOORSORGFONDSOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Katoentekstielnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 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 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), en 2, met ingang van die tweede Maandag na die datum

this notice and for the period ending 30 June 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA  
Minister of Manpower Utilisation

#### 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 and between 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

(1) The terms of this Agreement shall be observed in the Cotton Textile Manufacturing Industry—

- (a) by all employers who are members of the Association and by all employees who are members of the trade union;
- (b) in the Magisterial Districts of Malmesbury, Paarl, Wellington, Worcester, Bellville, Goodwood and Wynberg, but excluding any portions of the Magisterial Districts of Bellville and Goodwood which, prior to the publication of Government Notice 173 of 9 February 1973, fell within the Magisterial District of Wynberg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4 of the Former Main Agreement: Provided that the terms of this Agreement shall not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council the benefits which such fund provides are on the whole not less favourable than the benefits provided by the Fund established in terms of clause 4 of the Former Agreement.

#### 2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation with effect from a date fixed by the Minister of Manpower Utilisation in terms of section 48 (1) of the Industrial Conciliation Act, 1956, and shall remain in force until 30 June 1980 or for such period as the Minister may determine.

#### 3. GENERAL PROVISIONS

The provisions of clauses 3 to 8, clauses 9 and 10 (as amended by clauses 4 and 5 hereunder) and clauses 11 to 18 of the Agreement published under Government Notice R.1002 of 26 June 1970, as amended by Government Notices R.1173 of 13 June 1975 and R.2284 of 4 November 1977 (herein referred to as the "Former Agreement") shall apply to employers and employees.

van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S.P. BOTHA  
Minister van Mannekragbenutting

#### BYLAE

#### NYWERHEIDSRAAD VIR DIE KATOENTEKSTIEL-NYWERHEID (KAAP)

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Textile Workers' Industrial Union (South Africa)  
(hierna die „werknemers” of die „vakvereniging” genoem), aan die een kant, en die

Western Province Cotton Textile Manufacturers' Association

(hierna die „werkgewers” of die „Vereniging” genoem), aan die ander kant,  
wat die partye is by die Nywerheidsraad vir die Katoentekstielywerheid (Kaap).

#### 1. TOEPASSINGSBESTEK VAN DIE OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Katoentekstielywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die Vereniging is en deur alle werknemers wat lede van die vakvereniging is;
- (b) in die landdrostrikte Malmesbury, Paarl, Wellington, Worcester, Bellville, Goodwood en Wynberg, maar uitgesonderd alle gedeeltes van die landdrostrikte Bellville en Goodwood wat voor die publikasie van Goewermentskennisgewing 173 van 9 Februarie 1973 binne die landdrostrik Wynberg geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klousule 4 van die Vorige Hofooreenkoms voorgeskryf word: Met dien verstande dat hierdie Ooreenkoms nie van toepassing is nie op 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of 'n lid is, of daarna word, van 'n ander fonds wat pensioen- en/of voorsorgbystand verskaf en wat op die gemelde datum reeds bestaan het of waarin die werkgewer van so 'n werknemer op die gemelde datum 'n deelnemer is, of op die werkgewer van so 'n werknemer alleenlik gedurende dié tydperk wat sodanige fonds voortgaan om te funksioneer en sowel die werkgewer as die werknemer deelnemers daarin is, indien die bystand wat so 'n fonds verskaf na die mening van die Raad in die geheel nie minder gunstig is nie as die bystand wat verskaf word deur die Fonds wat ingevolge klousule 4 van die Vorige Ooreenkoms ingestel is.

#### 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 (1) van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag tot 30 Junie 1980 of vir sodanige tydperk as wat die Minister bepaal.

#### 3. ALGEMENE BEPALINGS

Klousules 3 tot 8, klousules 9 en 10 (soos gewysig deur klousules 4 en 5 hieronder) en klousules 11 tot 18 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R.1002 van 26 Junie 1970, soos gewysig by Goewermentskennisgewings R.1173 van 13 Junie 1975 en R.2284 van 4 November 1977 (hierna die „Vorige Ooreenkoms” genoem) is van toepassing op werkgewers en werknemers.

## 4. CLAUSE 9.—CONTRIBUTIONS

Clause 9 of the Former Agreement is amended as follows:

- (a) Insert the following at the end of subclause (i):  
 "In addition, a supplementary contribution of 15 cents shall be payable by each member in the same manner as the basic contribution of 10 cents, making a total weekly contribution by each member of 25 cents."
- (b) Insert the following at the end of subclause (iii):  
 "The term 'basic contribution' shall mean the contribution of 10 cents per week and the term 'supplementary contribution' shall mean the contribution of 15 cents per week."

## 5. CLAUSE 10.—AMOUNT OF BENEFITS

Clause 10 of the Former Agreement is amended as follows:

Substitute the following for subclause (i) (b):

- "(b) when the member has contributed to the Fund for a period of one year or more—the amount of the member's own contributions, plus five percent of the amount of the employer's basic contributions on his behalf in respect of each completed year of membership, with a maximum of 100 percent of such employer's basic contributions, plus five percent of the amount of the employer's supplementary contributions on his behalf in respect of each complete year of membership after 1 July 1979, with a maximum of 100 percent of such employer's supplementary contributions."

Signed at Cape Town on behalf of the parties this 12th day of November 1979.

G. VON ULMENSTEIN  
 Chairman

N. DANIELS  
 Vice-Chairman

J. D. F. COLINESE  
 Secretary

## 4. KLOUSULE 9.—BYDRAES

Klousule 9 van die Vorige Ooreenkoms word soos volg gewysig:

- (a) Voeg die volgende in aan die einde van subklousule (i):  
 „Daarbenewens is 'n aanvullende bydrae van 15 sent betaalbaar deur elke werknemer op dieselfde wyse as die basiese bydrae van 10 sent, wat elke lid se totale weeklikse bydrae op 25 sent te staan bring."
- (b) Voeg die volgende in aan die einde van subklousule (iii):  
 „Die uitdrukking 'basiese bydrae' beteken die bydrae van 10 sent per week en die uitdrukking 'aanvullende bydrae' die bydrae van 15 sent per week."

## 5. KLOUSULE 10.—BYSTANDSBEDRAG

Klousule 10 van die Vorige Ooreenkoms word soos volg gewysig:  
 Vervang subklousule (i) (b) deur die volgende:

- „(b) indien 'n lid een jaar of langer tot die Fonds bygedra het—die bedrag wat die lid self bygedra het, plus vyf persent van die bedrag van die werkgewer se basiese bydrae namens hom ten opsigte van elke voltooiide lidmaatskapsjaar, met 'n maksimum van 100 persent van sodanige werkgewer se basiese bydraes, plus vyf persent van die bedrag van die werkgewer se aanvullende bydraes namens hom ten opsigte van elke voltooiide lidmaatskapsjaar na 1 Julie 1979, met 'n maksimum van 100 persent van sodanige werkgewer se aanvullende bydraes."

Namens die partye op hede die 12de dag van November 1979 in Kaapstad onderteken.

G. VON ULMENSTEIN  
 Voorsitter

N. DANIELS  
 Ondervoorsitter

J. D. F. COLINESE  
 Sekretaris

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