

BUITENGEWONE



EXTRAORDINARY

# Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

THE UNION OF SOUTH AFRICA

# Government Gazette

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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n \* gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a \* in the left-hand upper corner.

## GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 2039.]

[3 Augustus 1951.]

NYWERHEID-VERSOENINGSWET, 1937.

### TEKSTIELNYWERHEID, UNIE VAN SUID-AFRIKA.

EK, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Tekstielywerheid vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember 1953, bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 10 (a), 10 (c) tot en met 18, 20, 21, 23 en 24 en al die bepalings vervat in Aanhangsels A en B van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember 1953, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 10 (a), 10 (c) tot en met 18, 20, 21, 23 en 24 en al die bepalings vervat in Aanhangsels A en B van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 31ste dag van Desember 1953, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet ingesluit is nie.

P. O. SAUER,  
Waarnemende Minister van Arbeid.

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 2039.]

[3 August 1951]

INDUSTRIAL CONCILIATION ACT, 1937.

### TEXTILE INDUSTRY, UNION OF SOUTH AFRICA

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Textile Industry shall be binding from the second Monday after date of publication of this notice and for the period ending the 31st day of December 1953, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 10 (a) (inclusive), 10 (c) to 18 (inclusive), 20, 21, 23 and 24 and all the provisions of Annexures A and B of the said Agreement shall be binding from the second Monday after date of publication of this notice and for the period ending the 31st day of December, 1953, upon the other employers and employees engaged or employed in the said industry in the Union of South Africa; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa, and from the second Monday after date of publication of this notice and for the period ending the 31st day of December, 1953, the provision contained in clauses 3 to 10 (a) (inclusive), 10 (c) to 18 (inclusive), 20, 21, 23 and 24 and all the provisions of Annexures A and B of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

P. O. SAUER,  
Acting Minister of Labour

## BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE TEKSTIEL-  
NYWERHEID VAN DIE UNIE VAN SUID-AFRIKA.

## OOREENKOMS

gevolg die bepalings van die Nywerheid-versoeningswet, Wet No. 36 van 1937, gesluit en aangegaan deur die

„National Textile Manufacturers' Association” hierna die „werknemers” of die „vakvereniging” genoem), aan die een kant, en die

„Textile Workers' Industrial Union (South Africa)” hierna die „werkgewers” of die „vakvereniging” genoem), aan die ander kant,

dat die partye is by die Nasionale Nywerheidsraad vir die Tekstielywerheid van die Unie van Suid-Afrika.

## 1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Tekstielywerheid in die Unie van Suid-Afrika nagekom word wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

## 2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 1 Julie 1951 of op 'n latere datum wat deur die Minister van Arbeid kragtens artikel *agtiende* van die Wet bepaal kan word, en bly van krag tot 31 Desember 1953 of vir 'n tydperk wat deur hom vasgestel word.

## 3. WOORDBEPALING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms voorkom en in die Wet omskryf is, het dieselfde betekenis as in die Wet; elke verwysing na 'n wet of ordonnansie sluit enige wysiging van die wet of ordonnansie in, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook die vroulike geslag in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;  
„los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;  
„Raad”, die Nasionale Nywerheidsraad vir die Tekstielywerheid van die Unie van Suid-Afrika;  
„dag”, die tydperk van vier-en-twintig uur gereken van die tyd waarop die werknemer begin werk;  
„inrigting”, persele waarop of in verband waarmee een of meer werknemers in die nywerheid in diens is;  
„ervaring”, behalwe soos elders spesifiek bepaal, die totale tydperk of tydperke diens wat 'n werknemer in sy besondere bedryf of ampsbenaming, al na gelang van die geval, in die nywerheid gehad het;  
„afdeling vlok en felt”, die gedeelte van die nywerheid waarin die prosesse uitgevoer word wat in paragrawe (c), (d) en (e) in die woordbepaling daarvan genoem is, asook die uitmekaarhaal van materiaal in verband met dié prosesse;  
„nywerheid”, die Tekstielywerheid;  
„stukwerk of taakwerk”, enige stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid of omvang van verrigte werk gebaseer word, en dit moet beskou word dat dit enige stelsel van aansporings- of produksiebonusbetalings, of aanvullende loonbetalings insluit;  
„stukwerker”, 'n werknemer wat op stukwerk in diens is;  
„kort tyd”, 'n tydelike vermindering van die getal gewone werke, as gevolg van handelslapte, tekort aan grondstowwe, 'n algemene defek aan installasie of masjinerie veroorsaak deur ongeval of ander onvoorsiene noodgeval, of die vervanging van 'n balk op 'n weefstoel;  
„afdeling spin, weef en afwerk”, daardie gedeelte van die nywerheid wat in paragrawe (a) en (b) in die woordbepaling daarvan genoem word;  
„taakwerk”, die opdra deur 'n werkgewer of sy verteenwoordiger aan 'n werknemer van 'n bepaalde hoeveelheid werk wat deur die werknemer in 'n vasgestelde tyd verrig moet word;  
„Tekstielywerheid”, die gesamentlike onderneming waarin werkgewer en werknemer vir eeneen van die ondergenoemde doeleindes verbonde is:—

- Die vervaardiging van alle klasse komberse, reisdekens en tjalies en die vervaardiging van bande, vlegwerk, seildoek en kafferlakengoed vir verkoop as sulks, met inbegrip van alle bykomende werksaamhede.
- Die vervaardiging van garing vir verkoop (met inbegrip van alle bykomende werksaamhede) as dié garing in die geval van katoen nie meer as 4,000 jaarts op die Engelse pond (avoirdupois) (enkel garing) weeg nie en sulke wol- of gemengde garing nie meer as 2,500 jaarts op die Engelse pond (enkele garing) weeg nie, behalwe in gevalle waarin dié garing deur die vervaardigers daarvan verkoop word aan vervaardigers van artikels wat nie in paragraaf (a) genoem word nie.
- Die vervaardiging van vlok, watte, gelymde watte, skouerkuissings, binnevelt, deur middel van watter proses ook al, met inbegrip van alle werksaamhede wat bykomend by dié werksaamhede is, verrig deur die werkgewer in die vervaardiging van sulke artikels.

## SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL FOR THE TEXTILE  
MANUFACTURING INDUSTRY OF THE UNION OF  
SOUTH AFRICA.

## AGREEMENT.

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, made and entered into by and between the

National Textile Manufacturers' Association (hereinafter referred to as “the employers” or “the employers' organisation”), of the one part, and the

Textile Workers' Industrial Union (South Africa) (hereinafter referred to as “the employees” or the “trade union”), of the other part,

being parties to the National Industrial Council for the Textile Manufacturing Industry of the Union of South Africa.

## 1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Textile Manufacturing Industry by all employers and employees in the Union of South Africa who are members of the employers' organisation and the trade union respectively.

## 2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on July 1st, 1951, or on such other date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act, and remain in force until 31st December, 1953, or for such period as may be determined by him.

## 3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, No. 36 of 1937;  
“casual employee” means an employee who is employed by the same employer on not more than three days in any week;  
“Council” means the National Industrial Council for the Textile Manufacturing Industry of the Union of South Africa;  
“day” means the period of twenty-four hours calculated from the time the employee commences work;  
“establishment” means any premises in or in connection with which one or more employees are employed in the industry;  
“experience” means, save as elsewhere specifically provided, the total period or periods of employment which an employee has had in his particular occupation or designation in the industry, as the case may be;  
“flock and felt section” means the portion of the industry in which is performed the processes referred to in paragraphs (c), (d) and (e) in the definition thereof and the disintegration of material in association with such processes;  
“industry” means the Textile Manufacturing Industry;  
“piecework” means any system under which an employee's remuneration is based upon the quantity or output of work done and shall be deemed to include any system of incentive or production bonus payments, or supplementary wage payments;  
“piecemaker” means an employee who is engaged on piecework;  
“short time” means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw material, a general break-down of plant or machinery caused by accident or other unforeseen emergency, or the changing of a beam on a loom;  
“spinning weaving and finishing section” means that portion of the industry referred to in paragraphs (a) and (b) in the definition thereof;  
“task work” means the setting by an employer or his representatives to an employee of a definite quantity of work to be performed by such employee in a specific time;  
“Textile Manufacturing Industry” means the joint enterprise in which employer and employee are associated for any of the following purposes:—

- The manufacture of all classes of blankets, travelling rugs and shawls and the manufacture of tapes, webbing, canvas and kaffir sheeting for sale as such, including all operations incidental to such manufacture.
- The manufacture of yarns for sale (including all operations incidental thereto) if such yarns in case of cotton weigh not more than 4,000 yards to the English pound (Avoirdupois) (single yarns) and such woolen or mixed yarns weigh not more than 2,500 yards to the English pound (single yarns) except where such yarns are sold by the manufacturers thereof to manufacturers of articles not specified in paragraph (a).
- The manufacture of flock, wadding, sized wadding, padding, underfelt, by any process whatsoever including all operations incidental thereto carried on by the employer engaged in the manufacture of such articles.

- (d) Die vervaardiging van felt, met inbegrip van alle werksaamhede wat bykomend by dié werksaamhede is, uitgevoer deur 'n werkgewer in die vervaardiging van dié felt.
- (e) Die vervaardiging van geneeskundige watte of katëenwol deur middel van watter proses ook al, niet inbegrip van alle werksaamhede wat bykomend by dié werksaamhede is, uitgevoer deur werkgewers in die vervaardiging van dié artikels.

„tydwerker”, 'n werknemer wat nie op stukwerk in diens is nie;

„loon”, die bedrag betaalbaar in geld aan 'n werknemer, vasgestel in klousule 2 (1) van Aanhangsel A en klousule 2 van Aanhangsel B; ten opsigte van die gewone werkure wat in klousule 4 van die Ooreenkoms voorgeskryf word;

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word dit beskou dat hy onder daardie klas ressorteer waarin hy uitsluitlik of hoofsaaklik in diens is.

#### 4. WERKURE EN BESOLDIGING VIR OORTYDWERK.

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

- (a) ses-en-veertig in 'n week; en
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, agt uur op 'n dag, tensy die ure op een dag nie meer as vyf is nie, in watter geval die ure op die ander dae nie meer as  $8\frac{1}{2}$  uur op 'n dag mag wees nie; en
- (c) in die geval van 'n werknemer wat 'n vyfdaagse week werk,  $9\frac{1}{4}$  uur op 'n dag;
- (d) die gewone werkure van 'n los werknemer mag nie meer wees nie as—
- (i) in die geval van 'n inrigting waarin 'n sesdaagse week gewerk word,  $8\frac{1}{2}$  uur op 'n dag;
- (ii) in die geval van 'n inrigting waarin 'n vyfdaagse week gewerk word,  $9\frac{1}{4}$  uur op 'n dag.

(2) *Eiensonderbrekings*.—'n Werkgewer mag nie vereis of toelaat dat sy werknemer op 'n dag langer as vyf uur ononderbroke werk sonder 'n tussenpoos van minstens een uur waarin geen werk verrig mag word nie en dié onderbreking mag nie as deel van die gewone werkure of oortydure gereken word nie; met dien verstande dat—

- (a) as die onderbreking langer as een uur duur, elke tydperk bo  $1\frac{1}{4}$  uur as gewone werkure gereken moet word;
- (b) werktydperke onderbreek deur 'n tussenpoos van minder as een uur as ononderbroke gereken moet word.

(3) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers, behalwe 'n motorvoertuigbestuurder, 'n deelydse motorvoertuigbestuurder, 'n bode, 'n verantwoordelike keteloppasser of 'n keteloppasser, in diens in of by sy inrigting, 'n ruspouse van minstens tien minute toestaan so na as moontlik in—

- (a) die middel van elke eerste werktydperk op 'n dag;
- (b) die middel van elké tweede werktydperk op 'n dag; waarin nie van die werknemer vereis of hy toegelaat mag word om enige werk te verrig nie en sodanige ruspouse word as deel van die gewone werkure gereken.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens soos bepaal in subartikel (2) en (3) moet alle werkure agtereenvolgend wees.

(5) *Oortydure*.—Alle tyd wat meer as die getal ure wat ten opsigte van 'n dag of week in subklousule (1) voorgeskryf is, gewerk word, moet as oortydure beskou word.

(6) *Bepierking van oortydure*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as tien uur in 'n week oortyd te werk nie; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om soos hieronder te werk nie:—

- (a) Tussen 6-uur nm. en 6-uur vm.;
- (b) na 1-uur nm. op meer as vyf dae in 'n week;
- (c) oortyd vir meer as twee uur op 'n dag of vir meer as drie agtereenvolgende dae;
- (d) oortyd op meer as sestig dae in 'n jaar;
- (e) oortyd na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy—
- (i) voor middag kennis daarvan aan dié werknemer gegee het; of
- (ii) dié werknemer van 'n voldoende maal voor die aanvang van dié oortydwerk voorsien het; of
- (iii) dié werknemer een sjieling en sikspens betyds genoeg betaal het om haar in staat te stel om 'n maal te bekom voordat die oortydwerk moet begin.

(7) *Vrystellings*.—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie, en die bepalinge van subklousules (2), (3), (4) en (6) is nie van toepassing op 'n manlike werknemer in diens op werk wat noodsaak is deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene noodgeval nie.

#### 5. JAARLIKSE VERLOF.

(1) (a) Elke werkgewer moet aan elkeen van sy werknemers, behalwe 'n wag, ten opsigte van elke voltooide jaar diens by hom, ondergenoemde toestaan:—

- (i) In die geval van 'n werknemer wat 'n vyfdaagse week werk, twaalf werkdade afwesighedsverlof; en
- (ii) ten opsigte van 'n werknemer wat 'n sesdaagse week werk, vyftien werkdade afwesighedsverlof.

(d) The manufacture of felt including all operations incidental thereto carried on by the employee engaged in the manufacture of such felt.

(e) The manufacture of medical wadding or cotton wool by any process whatsoever including all operations incidental thereto carried on by employers engaged in the manufacture of such articles;

„timewerker” means an employee who is not engaged in piece-work;

„wage” means the amount payable in money to an employee as laid down in clause 2 (1) of Annexure A and clause 2 of Annexure B in respect of the ordinary hours of work prescribed in clause 4 of the Agreement.

(2) 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. 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, shall not exceed—

- (a) forty-six hours in any week; and
- (b) in the case of an employee who works a six-day week, eight hours in any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight and a half hours on any day; and
- (c) in the case of an employee who works a five-day week, nine and a quarter hours in any day;
- (d) The ordinary hours of work of a casual employee shall not exceed—
- (i) in the case of an establishment in which a six-day week is observed, eight and one-half hours in any day;
- (ii) in the case of an establishment in which a five-day week is observed, nine and one-quarter hours in any day.

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

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

(3) *Rest Intervals*.—An employer shall grant to each of his employees employed in or about his establishment, other than a motor vehicle driver, a part-time motor vehicle driver, a messenger, a boiler attendant in charge of a boiler attendant, a rest interval of not less than ten minutes at as nearly as practicable—

- (a) in the middle of each first work period in any day; and
- (b) the middle of each second work period in a day; during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

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

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

#### 5. ANNUAL LEAVE.

(1) (a) Every employer shall grant to each of his employees other than a watchman in respect of each completed year of employment with him—

- (i) in the case of a five-day week employee, twelve working days leave of absence; and
- (ii) in respect of a six-day week employee, fifteen working days leave of absence;

Die grootste gedeelte van dié verlof moet tussen 15 Desember en 15 Januarie val.

(b) Elke werkgewer moet 'n werknemer wat 'n tydwerker is, vir dié verlof betaal teen die weeklikse skaal van besoldiging (met inbegrip van lewenskostetoelae) waartoe hy onmiddellik voor die aanvang van dié verlof geregtig was.

(c) (i) Elke werkgewer moet 'n werknemer wat 'n stukwerker is, vir dié verlof betaal teen 'n skaal gelyk aan sy gemiddelde weeklikse besoldiging (met inbegrip van lewenskostetoelae, maar met uitsluiting van betaling vir oortydwerk) gedurende die tydperk waarin hy in diens was op stukwerk bereken van die datum van sy indiensneming af of van die datum waarop sy laaste verlof geëindig het, watter ook al die jongste is, en tot binne vyftien dae van die aanvang van die verlof.

(ii) Nadat 'n stukwerker in verskillende kwalifiseertydperke in dieselfde graad in diens was gedurende die tyd ten opsigte waarvan die jaarlikse verlof opgehoop het, moet hy vir dié verlof betaal word teen 'n skaal gelyk aan sy gemiddelde weeklikse besoldiging (met inbegrip van lewenskostetoelae maar met uitsluiting van betaling vir oortydwerk) slegs gedurende die tyd ten opsigte van daardie kwalifiseertyd waarin hy in diens was op die tyd toe sy verlof verskuldig geword het.

(iii) Die berekening van „gemiddelde weeklikse besoldiging” waarna in subklousule (c) (i) van hierdie klousule verwys is, moet gebaseer word op die werklike getal ure gewerk en die totale besoldiging-verdien soos in subklousule (c) (i) uiteengesit.

(2) 'n Wag wat 'n sewedaagse week werk, moet vier agtereenvolgende weke verlof met volle betaling toegestaan word, en 'n wag wat minder as 'n sewedaagse week werk, moet drie agtereenvolgende weke met volle betaling ten opsigte van elke voltooide jaar diens by dieselfde werkgewer toegestaan word. Dié verlof in hierdie subartikel genoem, moet geneem word op 'n tyd deur die werkgewer vasgestel; met dien verstande dat dié verlof binne twee maande na verstryking van die jaar diens waarop dit betrekking het, geneem moet word.

(3) (a) 'n Werknemer wat nie 'n volle jaar diens by dieselfde werkgewer voltooi het nie, of as 'n werknemer wat meer as een maand diens by dieselfde werkgewer voltooi het en wie se diens voor die aanvang van die jaarlikse verlof eindig, moet betaal word—

(i) in die geval van 'n werknemer wat 'n vyfdaagse week werk, teen die skaal van een dag se betaling vir elke voltooide maand diens; en

(ii) in die geval van 'n werknemer wat 'n sesdaagse week werk, teen die skaal van  $1\frac{1}{2}$  dag se betaling vir elke voltooide maand diens.

(b) Vir die toepassing van hierdie subklousule moet die gemiddelde weeklikse besoldiging van 'n stukwerker bereken word op die wyse wat in paragraaf (c) van subklousule (1) van hierdie klousule verduidelik is.

(4) Die lone ten opsigte van jaarlikse verlof moet op of voor die laaste werkdag voor die aanvang van dié verlof betaal word.

(5) 'n Werkgewer mag enige dae of tydperke verlof, wat aan die werknemer toegestaan is op die werknemer se skriftelike versoek of met die werknemer se skriftelike toestemming gedurende die jaar diens, waarop die tydperk van jaarlikse verlof betrekking het, van dié tydperk van verlof aftrek.

(6) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit waarin die werknemer—

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

(b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;

(c) op las of op versoek van sy werkgewer afwesig van werk is;

(d) kragtens klousule 10 met siekteverlof is; wat altesaam hoogstens tien weke in 'n jaar bedra en beskou word dat dit begin—

(i) in die geval van 'n werknemer wat, terwyl hy in die diens van dieselfde werkgewer was, voor die inwerkingtreding van hierdie Ooreenkoms kragtens 'n Wet op verlof geregtig geword het, van die datum af waarop dié werknemer laas op die verlof kragtens dié Wet geregtig geword het;

(ii) in die geval van 'n werknemer wat, terwyl hy in die diens van dieselfde werkgewer was, in diens was voor die datum van inwerkingtreding van hierdie Ooreenkoms en op wie 'n Wet wat voorsiening vir jaarlikse verlof maak, van toepassing was, maar wat nie daarkragtens op verlof geregtig geword het nie, van die datum af waarop dié diens begin het;

(iii) in die geval van enige ander werknemer, van die datum af waarop die werknemer tot sy werkgewer se diens toegetree het, of van die datum af waarop hierdie Ooreenkoms van krag geword het, na gelang van die jongste.

#### 6. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, behalwe 'n wag, is geregtig op verlof met volle betaling wat toegestaan moet word op Nuwejaarsdag, Goede-Vrydag, Dinsdagsdag en Kersdag en moet ten opsigte van elkeen van dié dae minstens die loon betaal word waarop hy geregtig sou gewees het as hy op daardie dag gewerk het, met dien verstande dat dit van 'n werknemer vereis ag word om op enigeen van dié dae te werk.

The major portion of such leave shall fall between the 15th December and 15th January.

(b) Every employer shall pay an employee who is a time-worker for such leave at the weekly rate of remuneration (including cost of living allowance) to which he was entitled immediately before the commencement of such leave.

(c) (i) Every employer shall pay an employee who is a piece-worker for such leave at a rate equivalent to his average weekly remuneration (including cost of living allowance but excluding payment for overtime) during the period in which he had been employed on piece-work calculated from the date of his engagement or the date on which his last leave terminated, whichever is the later date and up to within fifteen days of the commencement of such leave.

(ii) When a piece-worker has been employed in different qualifying periods within the same grade during the period in respect of which the annual leave has accrued, he shall be paid for such leave at a rate equivalent to his average weekly remuneration (including cost of living allowance but excluding payment for overtime) only during the period in respect of that qualifying period in which he is engaged at the time when his leave became due.

(iii) The calculation of “average weekly remuneration” referred to in sub-clause (c) (i) of this clause shall be based on the actual number of hours worked and the total remuneration earned as detailed in sub-clause (c) (i).

(2) A watchman who works a seven-day week, shall be granted four consecutive weeks' leave on full pay, and a watchman who works less than a seven-day week shall be granted three consecutive weeks' leave on full pay in respect of each completed year of employment with the same employer. The leave referred to in this sub-clause shall be granted at a time to be fixed by the employer; provided that such leave is taken within two months after expiry of the year of employment to which it relates.

(3) (a) An employee who has not completed a full year's employment with the same employer or if an employee who has completed more than one month's employment with the same employer and whose employment terminates before the commencement of the annual leave, he shall be paid—

(i) in the case of a five-day week employee, at the rate of one day's pay for each completed month of employment; and

(ii) in the case of a six-day week employee, at the rate of one and one-quarter day's pay for each completed month of employment.

(b) For the purpose of this sub-clause the average weekly remuneration of a piece-worker shall be computed in the manner described in paragraph (c) of sub-clause (i) of this clause.

(4) The wages in respect of annual leave shall be paid not later than the last work day before the date of the commencement of such leave.

(5) An employer may set off against such period of leave any days or periods of leave granted on full pay to his employee at the employee's written request or with the employee's written approval during the year of employment to which the period of annual leave relates.

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

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

(b) required to undergo training under the South Africa Defence Act, 1912;

(c) absent from work on the instruction of or at the request of his employer;

(d) absent on sick leave in terms of clause 10; amounting in the aggregate to not more than ten weeks in any year, and shall be deemed to commence—

(i) in the case of an employee who, whilst in the employ of the same employer, had before the coming into force of this Agreement become entitled to leave in terms of any law from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who, whilst in the employ of the same employer was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of the coming into force of this Agreement, whichever is the later.

#### 6. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) *Betaling vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag werk, moet sy werkgever hom vir elke sodanige dag die bedrag betaal soos voorgeskryf in subklousule (1), plus ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, sy weekloon gedeel deur die getal gewone ure deur hom in 'n week gewerk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die dagloon betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, daardie loon gedeel deur agt.

(c) As 'n inrigting op enigteen van die Joodse vakansiedae sluit, moet volle lone teen gewone skale betaal word aan alle werknemers in diens in dié inrigting.

(d) Enige bedrag wat kragtens subparagrafe (a), (b) en (c) van hierdie subklousule aan 'n werknemer betaal word, moet bereken word teen die loonskaal wat die werknemer onmiddellik voor die openbare vakansiedag ontvang het; met dien verstande dat: As 'n werknemer besoldig word op 'n ander basis as dié ooreenkomstig die tyd werklik deur hom gewerk, moet sy gewone skaal van besoldiging, vir die toepassing van hierdie artikel, bereken word asof hy by die uur betaal is, en moet op enige datum bepaal word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of gedurende die totale tydperk van sy diens by die betrokke werkgever, watter een ook al die jongste is, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan dié besoldiging betaal is.

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

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

(b) vir elke uur, of gedeelte van 'n uur wat aldus gewerk word, minstens  $1\frac{1}{2}$  maal sy gewone loon betaal ten opsigte van die totale tydperk wat op daardie Sondag gewerk word en hom binne sewe dae na daardie Sondag een vakansiedag gee en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loon asof hy op daardie vakansiedag sy gewone ure vir daardie dag van die week gewerk het.

(c) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat vir 'n werknemer van sy klas voorgeskryf word.

#### 7. LONE EN ANDER VERDIENSTE.

(1) 'n Werkgever moet ten opsigte van sy werknemers in diens in die afdeling Spin, Weef en Afwerk, die lone betaal en die voorwaardes nakom wat in Aanhangsel A van hierdie Ooreenkoms bepaal is.

(2) 'n Werkgever moet ten opsigte van sy werknemers in die afdeling Vlok en Velt, die lone betaal en die voorwaardes nakom wat in Aanhangsel B van hierdie Ooreenkoms bepaal is.

#### 8. METODE EN TYD VAN BETALING VAN LONE.

(1) Behalwe soos in subklousule (2) bepaal, is alle lone en skale weekliks verskuldig en moet in kontant betaal word, of as die werkgever en werknemer daartoe skriftelik ooreengekom het, maandeliks, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind, en moet in 'n kovert of ander houer wees wat die name van die werkgever en die werknemer aantoon, die werknemer se bedryf, die getal gewone en oortydure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betaling gemaak word.

(2) 'n Werknemer, behalwe 'n los werknemer, moet ten opsigte van elke week die lone en skale wat aan hom verskuldig is, nie later as drie werkdade na die einde van die gewone werkweek betaal word nie. Los werknemers moet onmiddellik by beëindiging van hulle diens betaal word.

(3) 'n Werknemer moet sy loon gedurende sy werkure betaal word, en enige onredelike tyd wat verstryk tussen die beëindiging van die gewone werkure of oortydure en die tyd waarop betaling aan hom gemaak word, word beskou vir die doel om bykomende besoldiging te bereken, as oortyd waarvoor oortydskale deur sy werkgever aan hom betaal moet word, soos in klousule 2 (3) van Aanhangsel A voorgeskryf is ten opsigte van die afdeling Spin, Weef en Afwerk in die Nywerheid en klousule 2 (3) van Aanhangsel B ten opsigte van die afdeling Vlok en Velt van die Nywerheid.

(4) Van geen werknemer mag dit vereis word om as deel van sy dienskontrak, by sy werkgever te loseer nie, nóg by enige plek deur hom aangewys, of om goedere van hom of van 'n winkel deur hom aangewys, te koop nie.

(5) Geen betaling mag aan 'n werkgever, hetsy direk of indirek, ten opsigte van die indiensneming of opleiding van 'n werknemer gemaak of deur hom aangeneem word nie.

#### 9. BESOLDIGING VIR NAGSKOFWERK.

'n Werkgever moet nagskofbesoldiging aan sy werkgewers op onderstaande grondslag betaal:—

(a) As twee skofte in 'n fabriek in enige tydperk van 24 uur gewerk word, moet alle werknemers wat tussen die ure 8 nm. en 6 vm. werk, 'n bykomende bedrag van 10 persent op die basiese loon betaal word ten opsigte van dié tyd gewerk tussen die ure 8 nm. en 6 vm.

(2) *Payment of Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day the amount referred to in sub-clause (1) plus, in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day, not less than the daily wage, plus in respect of each hour or part of an hour so worked, such wage divided by eight.

(c) When an establishment closes down on any one of the Jewish Holidays, full wages at ordinary rates shall be paid to all employees employed in such establishment.

(d) Any amount paid to an employee in terms of sub-paragraphs (a), (b) and (c) of this sub-clause shall be calculated at the rate of remuneration which the employee was receiving immediately such public holiday became due: Provided that whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

(a) pay to him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week day; or

(b) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday, and shall grant to him within seven days of such Sunday one day's holiday and pay to him in respect thereof not less than the rate of his ordinary wages as if he had on such holiday worked his ordinary hours for that day of the week;

(c) whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed for an employee of his class.

#### 7. WAGES AND OTHER EARNINGS.

(1) An employer shall, in relation to his employees engaged in the "spinning, weaving and finishing" section, pay the wages and conform to the conditions prescribed in Annexure A of this Agreement.

(2) An employer shall, in relation to his employees engaged in the "flock and felt" section, pay the wages and conform to the conditions prescribed in Annexure B of this Agreement.

#### 8. METHOD AND TIME OF PAYMENT OF WAGES.

(1) Save as provided in sub-clause (2), all wages and rates shall become due and be paid in cash weekly or if the employer and employee has agreed thereto in writing monthly, or on termination of employment if this takes place before the usual pay day of the employee, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

(2) An employee other than a casual employee shall, in respect of each week, be paid the wages and rates due to him not later than three working days after termination of the usual working week. Casual employees shall be paid immediately on the termination of their employment.

(3) An employee shall be paid his wages during his working hours and any unreasonable time which elapses between the termination of the normal hours of work or hours of overtime and the time when payment is made to him shall, for the purpose of calculating extra remuneration, be deemed to be overtime for which overtime rates as prescribed in clause 2 (3) of Annexure A in respect of the spinning, weaving and finishing portion of the Industry and clause 2 (3) of Annexure B in respect of the flock and felt portion of the Industry, shall be paid to him by his employer.

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

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

#### 9. NIGHT SHIFT REMUNERATION.

An employer shall pay night shift remuneration to his employees on the following basis:—

(a) Where in any factory two shifts are worked in any period of twenty-four hours, all employees working between the hours of 8 o'clock p.m. and 6 o'clock a.m. shall be paid an additional amount of 10 per cent. on the basic wage in respect of such time worked between the hours of 8 o'clock p.m. and 6 o'clock a.m.

- (b) As drie skofte in 'n fabriek in enige tydperk van 24 uur gewerk word, moet alle werknemers wat tussen die ure 8 nm. en 6 vm. werk, 'n bykomende bedrag van 10 persent op die basiese loon betaal word ten opsigte van die tyd gewerk tussen die ure 8 nm. en 6 vm., behalwe dat waar die werknemers 'n weeklikse skof werk wat in rotasie wissel, moet slegs daardie skof wat die grootste gedeelte van die tyd tussen die ure 8 nm. en 6 vm. insluit, 'n bykomende bedrag van 10 persent betaal word bereken op die basiese loon ten opsigte van alle ure gedurende daardie skof gewerk, maar in die geval van twee van die drie skofte wat gelyke hoeveelhede tyd tussen die ure 8 nm. en 6 vm. insluit, moet slegs die laasgenoemde van die twee skofte 'n bykomende bedrag van 10 persent betaal word bereken op die basiese loon verskuldig ten opsigte van alle ure gedurende daardie skof gewerk.
- (c) Lewenskostoelae is nie betaalbaar op die bykomende bedrag van 10 persent wat ten opsigte van nagskofte aan werknemers verskuldig is nie.
- (d) Die bepalinge van hierdie klousule is nie van toepassing op wagte nie.

## 10. BOETES EN AFTREKKINGS.

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

- (a) Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, siekte-, versekerings-, voorsienings-, pensioen- of ander fondse deur die Raad goedgekeur;
- (b) In 'n inrigting waarin minstens twee-derdes van die totale getal werknemers soos in die Wet omskryf en vir wie Raadsheffings betaal word, lede van die vakvereniging is, moet die werkgewer by ontvangs van 'n werknemer van 'n getekende aftrekorder in die vorm hierin uiteengesit, iedere week van die besoldiging van dié werknemer die bedrag van sy aftrekkings aan die vakvereniging verskuldig, aftrek, en dié geld op of voor die 15de dag van elke maand aan die sekretaris van die tak van die vakvereniging stuur op die adres in die aftrekorder genoem.

## AFTREKORDER VIR AFTREKKING VAN VAKVERENIGINGBYDRAES.

Aan.....  
(Naam van werkgewer.)

Ek, ....., magtig u hierby, ooreenkomstig klousule 9 (b) van die Nywerheidsraad-ooreenkoms van die Tekstielnywerheid, om 'n bedrag van ..... van my weeklikse besoldiging af te trek wat gestuur moet word aan die Sekretaris van die ..... (naam en adres van vakvereniging).

Handtekening van werknemer.

Datum.....  
Plek.....

- (c) Bydraes aan Raadsfondse kragtens klousule 17 van hierdie Ooreenkoms.
- (d) Onderworpe aan die bepalinge van klousule 5 (1) en klousule 6 (1), as 'n werknemer van werk afwesig is, 'n aftrekking in verhouding tot die tydperk van dié afwesigheid, bereken op die basis van die weekloon wat dié werknemer ten tyde daarvan ten opsigte van sy gewone werkuur ontvang het.
- (e) As 'n werknemer toestem of kragtens die Naturelle (Stads-gebiede) Konsolidasiewet, No. 25 van 1945, of die Naturellearbeid Regelingswet, 1911, verplig is om losies en/of inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder genoem:—

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

- (f) 'n Aftrekking van enige bedrag wat ten behoeve van sy werknemer deur 'n werkgewer betaal is wat hy by wet of regsdinging verplig is om te betaal.
- (g) 'n Aftrekking ten opsigte van elke uur korttydwerk van 'n bedrag gelyk aan een ses-en-veertigste van die weekloon waartoe 'n werknemer geregtig sou gewees het as hy as 'n tydperk in diens was; met dien verstande dat minstens vier uur kennis aan 'n werknemer gegee moet word voor die aanvang van 'n tydperk van korttydwerk, en by versuim om dié kennisgewing te gee, moet 'n werknemer in plaas daarvan vier ses-en-veertigstes van die weekloon betaal word waartoe hy geregtig sou gewees het as hy gedurende dié tydperk gewerk het, hetsy in diens as 'n tydwerker of as 'n stukwerker wat dieselfde klas werk verrig;
- (h) 'n Aftrekking ten opsigte van enige openbare vakansiedag, behalwe Nuwejaarsdag, Goë-Vrydag, Dinsgaansdag of Kersdag, waarop 'n werknemer verplig is of toegelaat word om nie te werk nie; van die loon wat hy sou ontvang het as hy op so'n dag gewerk het.

- (b) Where in any factory three shifts are worked in any period of twenty-four hours, all employees working between the hours of 8 o'clock p.m. and 6 o'clock a.m. shall be paid an additional amount of 10 per cent. on the basic wage in respect of such time worked between the hours of 8 o'clock p.m. and 6 o'clock a.m. excepting that where the employees are engaged in a weekly shift which alternates in rotation that shift only which includes the greatest portion of time between the hours of 8 o'clock p.m. and 6 o'clock a.m. shall be paid an additional amount of 10 per cent. calculated on the basic wage due in respect of all hours worked during that shift, but in the case of two of the three shifts including equal amounts of time between the hours of 8 o'clock p.m. and 6 o'clock a.m., the latter only of the two shifts shall be paid an additional amount of 10 per cent. calculated on the basic wage due in respect of all hours worked during that shift.
- (c) Cost of living allowance shall not be payable on the additional amount of 10 per cent. due to employees in respect of night shift.
- (d) The provisions of this clause shall not apply to watchmen.

## 10. FINES AND DEDUCTIONS.

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

- (a) With the written consent of the employee, deductions for holiday, sick, insurance, provident, pension or other funds approved by the Council.
- (b) In any establishment in which not less than two-thirds of the total number of employees as defined in the Act and for whom Council levies are paid are members of the trade union, the employer shall, on receipt from an employee of a signed stop order in the form set out herein deduct from the remuneration of such employee, each week the amount of his deductions due to the trade union and transmit such moneys to the secretary of the branch of such union at the address set out in such stop order, not later than the 15th day of each month.

## STOP-ORDER FOR DEDUCTION OF TRADE UNION CONTRIBUTIONS.

To.....  
(Name of employer.)

I, ..... hereby authorise you to deduct from my weekly remuneration an amount of ..... for transmission to the Secretary of the ..... in accordance with  
(Name and address of trade union.)

clause 9 (b) of the Industrial Council Agreement for the Textile Manufacturing Industry.

Signature of Employee.

Date.....  
Place.....

- (c) Contributions to Council funds in terms of clause 17 of this Agreement.
- (d) Subject to the provisions of clause 5 (1) and clause 6 (1), when an employee is absent from work, a deduction proportionate to the period of such absence, calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (e) When an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945 (Act No. 25 of 1945), or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:—
- |                         | Per Week. | Per Month. |
|-------------------------|-----------|------------|
|                         | £ s. d.   | £ s. d.    |
| Board .....             | 0 3 0     | 0 13 0     |
| Lodging .....           | 0 2 0     | 0 8 8      |
| Board and lodging ..... | 0 5 0     | 1 1 8      |
- (f) A deduction of any amount paid by an employer on behalf of his employee which he is compelled to pay by any law or legal process.
- (g) A deduction in respect of each hour of short-time of an amount equal to one-forty-sixth of the weekly wage to which an employee would have been entitled if he had been employed as a time-worker; provided that not less than four 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 paid in lieu thereof four-forty-sixth of the weekly wage to which he would have been entitled had he worked during such period whether employed as a time-worker or as a piece-worker performing the same class of work.
- (h) A deduction in respect of any public holiday other than New Year's Day, Good Friday, Dingaan's Day or Christmas Day on which an employee is required or permitted to work, of the wages which he would have received had he worked on such day.

## 11. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte, of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, altesaam—

- (a) in die geval van 'n werknemer wat 'n sewedaagse week werk, veertien werkdag;
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, twaalf werkdag; en
- (c) in die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdag,

siekteverlof toestaan gedurende enige diensjaar by hom en moet hom ten opsigte van enige afwesigheidstydperk kragtens die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat die werkgewer as 'n vooropgestelde voorwaarde vir betaling deur hom van enige bedrag ten opsigte van sulke afwesigheid kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorder word, 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is en wat die aard en duur van die werknemer se siekte vermeld, voorgelê word: Voorts met dien verstande dat wanneer kragtens 'n ooreenkoms tussen 'n werkgewer en party van sy werknemers of al sy werknemers, of tussen 'n werkgewer en 'n geregistreerde vakvereniging 'n siektebystand- of voorsorgfonds bestaan waaraan die werkgewer ten opsigte van elkeen van sy werknemers wat daarby gebaat sal wees, 'n bedrag bydra van minstens die bedrag wat deur elkeen van daardie werknemers betaal word of betaal moet word, en uit welke fonds daardie werknemer in die geval van afwesigheid of afwesighede weens siekte of ongeval (behalwe 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is), geregtig is om die bedrag van minstens £1. 10s. per week vir minstens vier weke per jaar in siekteverlofbetaling te ontvang, onderworpe aan 'n kwalifiseertyd van drie dae vir elke tyd van afwesigheid en alle ander bystand wat altesaam in 'n jaar minstens gelyk is aan die bedrag van sy volle loon vir twee weke ten opsigte van dié afwesigheid of afwesighede onder omstandighede wat wesenlik nie minder gunstig vir die werknemer as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing ten opsigte van dié werknemers is nie; voorts met dien verstande dat ingeval 'n werkgewer by wet verplig is om hospitaalgeld ten opsigte van 'n werknemer na wie in daardie wet verwys word, te betaal en dit betaal, die bedrag aldus betaal afgetrek mag word van enige betaling verskuldig ten opsigte van siekte kragtens hierdie klousule, maar nie meer as die bedrag wat betaalbaar sal wees ten opsigte van enige tyd van siekte waarvoor voorsiening hierin gemaak word nie.

(2) Vir die toepassing van hierdie klousule bet die uitdrukking „diens” dieselfde betekenis as in klousule 5 (6).

## 12. OORPAKKE EN HANDSKOENE.

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

(2) Die werkgewer moet kosteloos aan elke werknemer wat werksaam is met drukwerk op enige artikel wat in die Tekstielnywerheid vervaardig word, geskikte handskoene vir die beskerming van die hande van dié werknemer verskaf.

(3) As die dra van beskermende klere kragtens die Wet op Fabriekke, 1941, voorgeskryf word, moet dié klere kosteloos deur die werkgewer aan die werknemer verskaf word.

## 13. KONTRAKBASIS.

Die basis van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, is 'n weeklikse, en behalwe soos in klousules 5, 9 en 14 van hierdie Ooreenkoms bepaal, moet 'n werknemer ten opsigte van 'n week minstens die volle loon betaal word wat in klousule 2 van Aanhangsels A en B vir 'n werknemer van sy klas voorgeskryf is, hetsy hy daardie week die maksimum getal gewone ure wat in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf is, of minder gewerk het.

## 14. DIFFERENSIËLE LOON.

'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat in 'n hoër loon eindig as dié van sy eie klas in subklousule (1) voorgeskryf, moet aan dié werknemer 'n loon betaal vir al die gewone werkure van die inrigting op daardie dag—
  - (i) in die geval genoem in paragraaf (a) teen 'n skaal vir elke uur gelyk aan die hoër weekloon gedeel deur die getal gewone ure deur dié werknemer in 'n week gewerk;
  - (ii) in die geval genoem in paragraaf (b) teen 'n skaal vir elke uur gelyk aan die weekloon voorgeskryf in klousule 2 (1) van Aanhangsel A en klousule 2 van Aanhangsel B vir 'n werknemer van sy klas plus dertig persent, gedeel deur die getal gewone ure deur die werknemer in 'n week gewerk; met dien verstande dat dié werknemer nie op 'n gesamentlike bedrag geregtig is ten opsigte van die dag waarop hy dié werk verrig, wat groter is as die bedrag wat 'n gekwalifiseerde werknemer in die hoër klas sou toegekome het teen die loonskaal vir hom in klousule 2 (1) van Aanhangsel A en klousule 2 van Aanhangsel B voorgeskryf nie;

## 11. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who works a seven-day week, fourteen work days;
- (b) in the case of an employee who works a six-day week, twelve work days; and
- (c) in the case of an employee who works a five-day week, ten work days

sick leave in the aggregate during any year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employees' illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence; provided further that where in any establishment there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in paid sick leave the amount of not less than 30s. per week for not less than four weeks per annum subject to a qualifying period of three days for each period of absence and such other benefits in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employee; provided further that where an employer is by any law required to pay and pays hospital fees in respect of any employee referred to in any such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 5 (6).

## 12. OVERALLS AND GLOVES.

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

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

(3) Wherever the wearing of protective clothing is prescribed in terms of the Factories Act, 1941, such apparel shall be provided by the employer free of cost to the employee.

## 13. BASIS OF CONTRACT.

The basis of contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in clauses 5, 9 and 14 of this Agreement, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in clause 2 of Annexure A and B for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 4 (1) of the Agreement or less.

## 14. DIFFERENTIAL WAGE.

An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution 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 in sub-clause (1), shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—
  - (i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;
  - (ii) in the case referred to in paragraph (b) at a rate for each hour equal to the weekly wage prescribed in clause 2 (1) of Annexure A and clause 2 of Annexure B for an employee of his class plus thirty per cent. divided by the number of ordinary hours worked by such employee in a week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in clause 2 (1) of Annexure A and clause 2 of Annexure B;

met dien verstande dat ingeval die enigste verskil tussen klasse kragtens klousule 2 (1) van Aanhangsel A en klousule 2 van Aanhangsel B op ervaring, geslag en ouderdom gebaseer is, die bepalings van hierdie subklousule nie van toepassing is nie.

#### 15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste vier weke diens minstens vier-en-twintig uur, en daarna minstens een week skriftelike opsegging vir beëindiging van die dienskontrak gee, of 'n werkgewer moet in plaas daarvan minstens onderstaande betaal:—

- in die geval van vier-en-twintig uur opsegging, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, gedeel deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- in die geval van 'n week opsegging, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het;

met dien verstande dat dit nie inbreuk maak op ondergenoemde nie:—

- 'n Werkgewer of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur vir albei partye en vir langer as een week.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) aangegaan is, moet die betaling in plaas van opsegging in verhouding wees tot die diensopseggingstermyn wat ooreengekom is.

(3) Die diensopsegging wat in subklousule (1) voorgeskryf word, gaan in op die dag waarop dit gegee word; met dien verstande dat die tydperk van diensopsegging nie mag saamval met, of diensopsegging gegee word gedurende, die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 5, of met siekteverlof kragtens klousule 10 nie.

#### 16. VRYSTELLINGS.

(1) Die Raad kan vrystelling weens en voldoende rede van enigeen van die bepalings van hierdie Ooreenkoms verleen, en moet die voorwaardes en geldigheidstermyn ten opsigte van elke vrystelling bepaal.

(2) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat wat deur hom onderteken is, uitreik, wat vermeld—

- die naam van die betrokke persoon voluit;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes en termyn van vrystelling.

#### 17. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, dié werknemer van 'n dienssertifikaat voorsien wat deur die werkgewer geteken is en onderstaande besonderhede verstrek:—

- Naam van die werknemer voluit.
- Die bedryf waarin hy in diens was en die duur van sy diens in elke bedryf.
- Skaal van betaling op die datum van beëindiging van sy dienskontrak.

#### 18. TOEPASSING.

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

#### 19. AGENTE.

Die Raad moet een of meer persone as agente aanstel om behulpzaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Dié agente moet toegelaat word om persele binne te gaan, dié navraag te doen, dié dokumente, boeke, loonstate, betaalboekjies en betaalkaartjies na te gaan en dié persone te ondervra wat vir dié doel nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

#### 20. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 2d. per week van die verdienste van elkeen van sy werknemer aftrek vir wie lone in hierdie Ooreenkoms voorgeskryf is.

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag bydra en die totale bedrag op of voor die 15de dag van die volgende maand aan die Sekretaris van die Raad stuur.

#### 21. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer wat dié nie ingevolge enige vorige Ooreenkoms gedoen het nie, moet binne een maand van die datum waarop die Ooreenkoms van krag word, en elke werkgewer wat tot die Tekstielnywerheid na daardie datum toetree, moet binne

provided that where the sole difference between classes is, in terms of clause 2 (1) of Annexure A and clause 2 of Annexure B, based on experience, sex or age, the provisions of this sub-clause shall not apply.

#### 15. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of an employee who works a six-day's week, and five in the case of an employee who works a five-day's week;
- in the case of a week's notice not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

(3) The notice referred to in sub-clause (1) shall take effect from the usual pay day of the employee; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 5 or absent on sick leave in terms of clause 10 of this Agreement.

#### 16. EXEMPTIONS.

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

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

- the name of the person concerned,
- the provisions of the Agreement from which exemption is granted;
- the conditions and period of exemption.

#### 17. CERTIFICATE OF SERVICE.

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

- Full name of the employee;
- the occupation in which he was employed and duration of his employment in each occupation;
- rate of pay at the date of termination of his contract of employment.

#### 18. ADMINISTRATION.

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

#### 19. AGENTS.

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

#### 20. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 2d. per week from the earnings of each of his employees for whom wages are prescribed in this Agreement.

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

#### 21. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer who has not done so pursuant to any previous Agreement shall, within one month from the date on which the Agreement comes into operation, and every employer entering the textile industry after that date, shall, within one

een maand van die datum waarop hy met werksaamhede begin, ondergenoemde besonderhede aan die Sekretaris van die Raad verstrek:—

- (a) Sy naam en adres voluit.  
(b) Sy besigheidsadres.

(2) As die werkgewer 'n vennootskap is, moet inligting ooreenkomstig subartikel (1) van hierdie artikel asook die titel waaronder die vennootskap werk, verstrek word.

(3) Die Sekretaris van die Raad moet 'n register van werkgewers (met inbegrip van vennootskappe) byhou.

## 22. VERTEENWOORDIGERS VAN VAKVERENIGING OP DIE RAAD.

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

## 23. PERSONE ONDER 15 JAAR.

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

## 24. VERTONING VAN OOREENKOMS.

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

Hierdie Ooreenkoms namens die partye, hede die 21ste dag van Mei 1951 in Durban, geteken.

KOL. F. IRISH,  
Voorsitter van die Raad.

M. MULLER,  
Ondervoorsitter van die Raad.

A. T. WANLESS,  
Sekretaris van die Raad.

## AANHANGSEL A.

Woordbepalings en voorwaardes van toepassing op die bedrywighede hieronder genoem in die afdeling Spin, Weef en Afwerk, ingevolge klousule 7 van die Ooreenkoms.

### 1. WOORDBEPALING.

„Masjienbediener” beteken 'n werknemer wat 'n masjien opas, maar van wie dit nie vereis word om enige grotere meganiese verstellings of enige groter herstelwerk uit te voer nie.

„Graad I-werknemer” beteken 'n werknemer in diens in een of meer van die ondergenoemde hoedanighede of pligte:—

Kaarte sny (d.w.s. die sny van kaarte van Jacquardontwerp); produkte vir foute nasien, saam met weeg en inskryf; fraaiings maak vir reisdekens of tjalies (met hand of masjien, maar nie die afknip van ente van katoenkomberse of kafferlakengoe nie);

fynspin (d.w.s. stoeldrywer of middelbediener);

drukwerk;

stikwerk (met masjien, insluitende die omboor van komberse);

inbind, deursteeke of indraai van langgarings;

berei van langgarings (d.w.s. die bereiding van langgarings of tolgaring of kaasrolgaring uit 'n kaasrolraam); weef.

„Graad I-werknemer, gekwalifiseer,” beteken 'n graad I-werknemer met minstens 21 maande ervaring.

„Graad I-werknemer, ongekwalifiseer,” beteken 'n graad I-werknemer met minder as 21 maande ervaring.

„Graad II-werknemer” beteken 'n werknemer in diens in een of meer van die ondergenoemde hoedanighede of pligte:—

Droogmaak van komberse en weefstowwe (met hand of masjien);

opdraai van langgaring of weefstoelrol of afdraai of assistent-langgaringbereider (d.w.s. die bereiding van langgaring van een of meer klaargemaakte weefstoelrolle of van bal- of rolgaring);

keteloppasser;

borselmasjienoppasser;

droogmaak of pers in afwerkproses;

kan-, drom-, ring- of skietspoelspin;

kaardingsmasjienoppasser;

sny van komberse, reisdekens of weefstowwe (met hand of masjien);

vou van komberse, reisdekens of weefstowwe (met hand of masjien);

fraaiingsmasjienoppasser;

meng van grondstowwe (in die bediening van „Fear-

nought”- „Willow”- of oopmaakmasjiene);

aanbind en/of afhaal in die fynspinproses;

pluismasjienoppasser;

was, klop en ontwatering;

stel van pluizers op 'n pluismasjien;

skeurmasjienoppasser;

afknip en skoonmaak van produkte voor, gedurende of na die afwerkproses;

opdraai van garing.

„Graad II-werknemer, gekwalifiseer,” beteken 'n graad II-werknemer met minstens een jaar ervaring.

„Graad II-werknemer, ongekwalifiseer,” beteken 'n graad II-werknemer met minder as een jaar ervaring.

month from the date of commencement of operation by him forward to the Secretary of the Council the following particulars:—

(a) His full name and address.

(b) His business address.

(2) Where the employer is a partnership, information in accordance with sub-section (1) of this section as well as the title under which the partnership operates shall be furnished.

(3) The Secretary of the Council shall maintain a register of employers (including partnerships).

## 22. TRADE UNION REPRESENTATION ON THE COUNCIL.

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

## 23. PERSONS UNDER 15 YEARS.

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

## 24. EXHIBITION OF AGREEMENT.

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

This Agreement signed on behalf of the parties at Durban on this the 21st day of May, 1951.

COL. F. IRISH,  
for Chairman of the Council.

M. MULLER,  
Vice-Chairman of the Council.

A. T. WANLESS,  
Secretary of the Council.

## ANNEXURE A.

Definitions and conditions applicable to the occupations specified below in the Spinning, Weaving and Finishing Section pursuant to clause 7 of the Agreement.

### 1. DEFINITIONS.

„Machine attendant” means any employee who attends to a machine but who is not required to make any major mechanical adjustments or effect any major repairs.

„Grade I employee” means an employee engaged in one or more of the following capacities or duties:—

Card cutting (meaning the cutting of cards of Jacquard Design);

examining products for flaws, in conjunction with weighing and recording;

fringing rugs or shawls (by hand or machine but not including the trimming of the ends of cotton blankets or kaffir sheeting);

mule spinning (being head stock driver or middle minder); printing;

sewing (by machine including whipping);

tying in or twisting warps;

warping (meaning making warps from cones or cheeses from a creel);

weaving.

„Grade I employee, qualified,” means a grade I employee who has had not less than twenty-one month's experience.

„Grade I employee, unqualified,” means a grade I employee who has had less than twenty-one month's experience.

„Grade II employee” means an employee engaged in one or more of the following capacities or duties:—

Blanket or cloth drying (by hand or machine);

beaming or winding off or assistant warper (meaning the making of warps from one or more prepared beams or from ball or roller warps);

boiler attendant;

brushing machine attendant;

calendering or pressing in finishing process;

can-, drum-, ring- or flyer spinning;

carding machine attendant;

cutting blankets, rugs or cloths (by hand or machine);

folding blankets, rugs or cloth (by hand or machine);

fringing machine attendant;

mixing and blending raw material (in the operation of

Fearnought, Willow or Opening machines);

piecing and/or doffing on mule spinning;

raising machine attendant;

scouring, milling and hydro-extracting;

setting teazles on teazle raising machine;

tearing machine attendant;

trimming and cleaning goods either before, during or after finishing;

winding.

„Grade II employee, qualified,” means a grade II employee who has had not less than one year's experience.

„Grade II employee, unqualified,” means a grade II employee who has had less than one year's experience.

„Graad III-werknemer” beteken ’n werknemer in diens in een of meer van die volgende hoedanighede of pligte:—

Nagwag;  
baal, merk en toestik van pakke;  
batterye of kaasrolrame vul;  
goedere, materiale, brandstof of gerei dra of stapel;  
persele of voertuie skoonmaak;  
goedere of boodskappe aflewer;  
afhaal;  
vate in kleurprosesse vul of omroer;  
goedere laai of aflaai;  
lappe of afval sorteer;  
masjiene was of skoonmaak.

## 2. LONE.

(1) Geen werkgewer in die afdeling Spin, Weef en Afwerk mag lone betaal wat laer as onderstaande is nie, en geen werknemer mag laer lone as onderstaande aanneem nie, en moet al die voorwaardes nakom wat in hierdie klousule opgenoem word:—

|                                                                                                                                                 | Per week. | £  | s. | d. |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----|----|----|
| Graad I-werknemer, gekwalifiseer ... ..                                                                                                         | 3         | 0  | 0  |    |
| Graad I-werknemer, ongekwalifiseer—                                                                                                             |           |    |    |    |
| gedurende die eerste drie maande diens ... ..                                                                                                   | 1         | 10 | 0  |    |
| gedurende die tweede drie maande diens ... ..                                                                                                   | 1         | 15 | 0  |    |
| gedurende die derde drie maande diens ... ..                                                                                                    | 2         | 0  | 0  |    |
| gedurende volgende ses maande diens ... ..                                                                                                      | 2         | 5  | 0  |    |
| gedurende volgende ses maande diens ... ..                                                                                                      | 2         | 10 | 0  |    |
| daarna ... ..                                                                                                                                   | 3         | 0  | 0  |    |
| Graad II-werknemer, gekwalifiseer ... ..                                                                                                        | 2         | 6  | 6  |    |
| Graad II-werknemer, ongekwalifiseer—                                                                                                            |           |    |    |    |
| gedurende die eerste drie maande diens ... ..                                                                                                   | 1         | 9  | 0  |    |
| gedurende die tweede drie maande diens ... ..                                                                                                   | 1         | 14 | 0  |    |
| gedurende volgende ses maande diens ... ..                                                                                                      | 1         | 19 | 0  |    |
| daarna ... ..                                                                                                                                   | 2         | 6  | 6  |    |
| Graad III-werknemer ... ..                                                                                                                      | 1         | 16 | 0  |    |
| Werknemers nie elders genoem nie ... ..                                                                                                         | 2         | 6  | 6  |    |
| Los werknemer—vir elke dag of gedeelte van ’n dag diens, een-vyfde van die lone voorgeskryf in hierdie subartikel vir ’n werknemer van sy klas. |           |    |    |    |

Met dien verstande dat as ’n werknemer wat voorheen in enige bedryf in die Nywerheid in diens was, in diens geneem word om in enige ander bedryf in die Nywerheid te werk, of as ’n werknemer na sodanige ander bedryf oorgeplaas word, en as hy voor dié indiensneming of oorpasing, om rede van sy vorige dienstryd in die Nywerheid, kragtens hierdie subartikel geregtig sou wees op—

- ’n loon van hoogstens £2 6s. 6d. per week, moet hy van die datum van dié indiensneming of oorpasing ’n loon betaal word, vir ’n maksimum tydperk van drie maande, van minstens die loon vir die vorige bedryf voorgeskryf; en
- ’n loon van oor £2 6s. 6d. per week, moet hy van die datum van dié indiensneming of oorpasing ’n loon betaal word, vir ’n maksimum tydperk van drie maande, van minstens £2 6s. 6d. per week;

en daarna moet hy lone betaal word op die skaal voorgeskryf vir die bedryf waarvoor hy in diens geneem word of waarheen hy oorgeplaas word.

Met dien verstande verder dat as ’n werknemer in enige bedryf geregtig geword het op die loon voorgeskryf vir ’n gekwalifiseerde werknemer in grade I en II, mag hy daarna nie weer in diens geneem word in dieselfde bedryf teen minder as die loon wat vir ’n gekwalifiseerde werknemer in dié bedryf voorgeskryf is nie.

’n Werknemer wat op die datum van bekendmaking van hierdie Ooreenkoms in diens is teen ’n loonskaal wat vir hom gunstiger is as dié wat in hierdie klousule vir ’n werknemer van sy klas voorgeskryf is, moet steeds dié loon ontvang terwyl hy dieselfde diens vir dieselfde werkgewer verrig.

(2) *Betaling vir oortydwerk.*—’n Werkgewer moet aan sy werknemer ten opsigte van elke uur of gedeelte van ’n uur oortyd van hoogstens twee uur per dag deur hom gewerk, besoldiging betaal teen ’n skaal van minstens—

- in die geval van ’n tydwerker,  $1\frac{1}{2}$  maal sy weekloon gedeel deur 46; en
- in die geval van ’n stukwerker,  $1\frac{1}{2}$  maal die stukwerk-skaal,

en vir elke uur of gedeelte van ’n uur oortyd meer as twee uur per dag deur hom gewerk, minstens—

- in die geval van ’n tydwerker,  $1\frac{1}{2}$  maal sy weekloon gedeel deur 46; en
- in die geval van ’n stukwerker,  $1\frac{1}{2}$  maal die stukwerk-skaal,

bereken op ’n daaglikse basis.

(3) *Basis vir berekening van lone.*—Vir die doel van berekening, kragtens hierdie Ooreenkoms, van aftrekkings van die weekloon van ’n werknemer of die berekening van tydbetalings aan ’n stukwerker of oortydbetalings, moet die voorgeskrewe loon van ’n tydwerker as die basis van berekening geneem word.

(4) *Lewenskostetoelae.*—(a) ’n Werknemer in die afdeling Spin, Weef en Afwerk in die nywerheid, wat ’n basiese loon van tot en met £6 per week betaal word, is geregtig tot ’n lewenskostetoelae van 65 persent van sy weekloon, en dit moet aan hom betaal word, as hy ’n tydwerker is; of as hy ’n stukwerker is,

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

Night watchman;  
baling, marking or sewing packages,  
battery and creel filling;  
carrying or stacking goods, materials, fuel or utensils;  
cleaning premises or vehicles;  
delivering goods or messages;  
doffing;  
filling or stirring vats in dyeing processes;  
loading or unloading goods;  
sorting rags or waste;  
washing or cleaning machines.

## 2. WAGES.

(1) No employer in the “spinning, weaving and finishing” section shall pay, and no employee shall accept wages less than the following, and shall observe all the conditions enumerated in this clause:—

|                                                     | Per Week. | £  | s. | d. |
|-----------------------------------------------------|-----------|----|----|----|
| Grade I employee, qualified ... ..                  | 3         | 0  | 0  |    |
| Grade I employee, unqualified—                      |           |    |    |    |
| during the first three months of employment ... ..  | 1         | 10 | 0  |    |
| during the second three months of employment ... .. | 1         | 15 | 0  |    |
| during the third three months of employment ... ..  | 2         | 0  | 0  |    |
| during the next six months of employment ... ..     | 2         | 5  | 0  |    |
| during the next six months of employment ... ..     | 2         | 10 | 0  |    |
| thereafter ... ..                                   | 3         | 0  | 0  |    |
| Grade II employee, qualified ... ..                 | 2         | 6  | 6  |    |
| Grade II employee, unqualified—                     |           |    |    |    |
| during the first three months of employment ... ..  | 1         | 9  | 0  |    |
| during the second three months of employment ... .. | 1         | 14 | 0  |    |
| during the next six months of employment ... ..     | 1         | 19 | 0  |    |
| thereafter ... ..                                   | 2         | 6  | 6  |    |
| Grade III employee ... ..                           | 1         | 16 | 0  |    |
| Employees not elsewhere specified ... ..            | 2         | 6  | 6  |    |

Casual employee—for each day or part of a day of employment, one-fifth of the wage prescribed in this sub-section for an employee of his class.

Provided that if an employee who has previously been employed in any occupation in the industry is engaged to work in any other occupation in the industry or if an employee is transferred to such other occupation, and if, before such engagement or transfer, he would, by reason of his previous employment in the industry, have, in terms of this sub-section, been entitled—

- to a wage not exceeding £2 6s. 6d. per week, he shall from the date of such engagement or transfer be paid, for a maximum period of three months, a wage not less than the wage prescribed for such previous occupation; and
- to a wage exceeding £2 6s. 6d. per week, he shall from the date of such engagement or transfer, be paid, for a maximum period of three months, a wage not less than £2 6s. 6d. per week;

and thereafter he shall be paid wages on the scale prescribed for the occupation for which he is engaged or to which he is transferred.

Provided further that whenever an employee has in any occupation become entitled to receive the wage prescribed for a qualified employee in grades I or II, he shall not thereafter be re-employed in the same occupation at less than the wage prescribed for a qualified employee in such occupation.

An employee, who at the date of publication of this Agreement is employed at rates of wages more favourable to him than those prescribed in this clause for an employee of his class, shall continue to receive such wages whilst performing the same services for the same employer.

(2) *Payment for Overtime.*—An employer shall pay to his employee in respect of each hour or part of an hour overtime not exceeding two-hours per day worked by him, remuneration at a rate of not less than—

- in the case of a time-worker, one and a third times his weekly wage divided by forty-six; and
- in the case of a piece-worker one and a third times the piece-work rates;

and for each hour or part of an hour overtime in excess of two hours per day worked by him, not less than—

- in the case of a time-worker, one and a half times his weekly wage divided by forty-six; and
- in the case of a piece-worker, one and a half times the piece-work rates;

calculated on a daily basis.

(3) *Basis of Computing Wages.*—For the purpose of computing under this Agreement any deductions from the weekly wage of an employee or of computing time payments to a piece-worker or overtime payments, the prescribed wage of a time-worker shall be taken as the basis of computation.

(4) *Cost of living allowance.*—(a) An employee in the Spinning, Weaving and Finishing Section of the Industry who is paid a basic wage of up to and including £6 per week, shall be entitled to and be paid a cost of living allowance of 65 per cent. of his weekly wage, if he is a time-worker; or if he is a piece-worker, of

van sy weeklikse verdienste as 'n stukwerker; met dien verstande dat dié lewenskostetoelae nie betaal kan word ten opsigte van sowel tyd- as stukwerkers op die nagskoftoelae voorgeskryf in klousule 9 van hierdie Ooreenkoms en oortydbetalings soos voorgeskryf in subklousule (2) van klousule 2 van Aanhangsel A nie. Dié toelae moet met 2½ persent vermeerder word vir elke voltooië 2.5 punte waarmee die kwartaallike gemiddelde van dié kleinhandelprysindekssyfer meer as 165.9 punte is, of moet met 2½ persent verminder word vir elke voltooië 2.5 punte waarmee die kwartaallike gemiddelde van die kleinhandelprysindekssyfer minder as 165.9 punte is.

(b) Aanpassings van die lewenskostetoelae moet van krag word van die eerste betaaldag in die maand wat volg op die bekendmaking van die kleinhandelprysindekssyfer vir die maande Maart, Junie, September en Desember, al na die geval, vir die kwartale wat in die genoemde maande eindig.

(c) As die bedrag van die lewenskostetoelae wat ingevolge hierdie paragraaf betaalbaar is, minder is as die bedrag wat aan dié werknemer betaalbaar is kragtens Oorlogsmaatreël No. 43 van 1942, of enige wysiging daarvan, of as 'n werknemer 'n basiese loon van meer as £6 per week betaal word, moet hy geregtig wees tot, en moet betaal word ingevolge Oorlogsmaatreël No. 43 van 1942, of enige wysiging daarvan.

(d) „Kleinhandelprysindekssyfer” beteken die beswaarde gemiddelde kleinhandelprysindekssyfer van die nege gebiede ten opsigte van voedsel, brandstof, ligte, huur en diverse, in 'n maandelikse perskennigsgewing deur die Direkteur van Sensus en Statistiek, Pretoria, bekendgemaak.

(5) *Versekering van lone ingeval van brand.*—Die werkgewers moet werknemers teen verlies van lone as gevolg van brand vir 'n tydperk van minstens ses maande verseker as die werkgewer nie in staat is om werk gedurende dié tydperk aan te bied nie.

(6) *Stukwerk of taakwerk.*—(a) Taakwerk is verbode; met dien verstande dat minima wat vasgestel is ten opsigte van stukwerk, nie as taakwerk beskou moet word nie.

(b) 'n Werknemer in diens as 'n stukwerker moet betaal word teen die skale waartoe die werkgewer en die werknemer ooreengekom het, maar dié besoldiging mag nie minder wees as dié wat hy geregtig sou gewees het om te ontvang as hy 'n tydwerker in diens was nie.

(c) 'n Staat van die stukwerk- of taakwerkskale van tyd tot tyd van toepassing in 'n inrigting, moet op 'n opvallende plek in die inrigting opgeplak gehou word en mag nie gewysig word nie behalwe na een week kennisgewing.

## AANHANGSEL B.

Woordbepalings en voorwaardes van toepassing op die bedrywighede hieronder genoem in die afdeling Vlok en Velt, ingevolge klousule 7 van die Ooreenkoms.

### 1. WOORDBEPALING.

„Assistent-voorman” beteken 'n werknemer wat die voorman by dié uitvoering van sy pligte help en wat vir hom in sy afwesigheid mag optree.

„Ketelbediener” beteken 'n werknemer wat onder die toesig van 'n voorman, assistent-voorman of verantwoordelike ketelbediener verantwoordelik is om die waterhoogte en stoomdruk van 'n stoomketel in 'n inrigting in stand te hou en wat die vuur in die ketel mag stook, hark en trek.

„Verantwoordelike ketelbediener” beteken 'n werknemer wat onder die toesig van 'n voorman of assistent-voorman verantwoordelik is vir een of meer ketelbedieners of meer as een ketel in 'n inrigting.

„Onderbaas” beteken 'n werknemer wat onder die toesig van 'n voorman of assistent-voorman in beheer van 'n groep arbeiders is.

„Klerklike werknemer” beteken 'n werknemer in diens om te skryf, te tik of enige ander vorm van klerklike werk te doen en sluit 'n magasynmeester, versendingsklerk en 'n telefonis in.

„Klerklike werknemer, manlik, gekwalifiseer,” beteken 'n manlike klerklike werknemer met minstens vyf jaar ervaring.

„Klerklike werknemer, manlik, ongekwalifiseer,” beteken 'n manlike klerklike werknemer met minder as vyf jaar ervaring.

„Klerklike werknemer, vroulik, gekwalifiseer,” beteken 'n vroulike klerklike werknemer met minstens vier jaar ervaring.

„Klerklike werknemer, vroulik, ongekwalifiseer,” beteken 'n vroulike klerklike werknemer met minder as vier jaar ervaring.

„Voorman” beteken 'n werknemer wat in bevel is van werknemers in 'n inrigting, wat beheer oor die werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op doelmatige wyse uitvoer.

„Fabrieksklerk” beteken 'n werknemer, behalwe 'n klerklike werknemer, wat onder die toesig van 'n voorman, assistent-voorman of gekwalifiseerde klerklike werknemer, een of meer van die ondergenoemde pligte verrig:—

(a) Tel, nasien, weeg, meet en aanteken;

(b) tyd aanteken wat deur werknemers-gewerk is en wat 'n magasynmeester of 'n versendingsklerk in die algemeen mag help.

„Fabrieksklerk, gekwalifiseer,” beteken 'n fabrieksklerk met minstens een jaar ervaring.

„Fabrieksklerk, ongekwalifiseer,” beteken 'n fabrieksklerk met minder as een jaar ervaring.

„Graad I-werknemer” beteken 'n werknemer in diens in een of meer van ondergenoemde hoedanighede of pligte:—

Borduurder;  
kettingsteekmasjienis;  
vlokkomberse met masjien stik;  
bediener van veltpersmasjien.

his weekly earnings as a piece-worker; provided that such cost of living allowance may not be paid, in respect of both time and piece-workers, on the night-shift allowance prescribed in clause 9 of this Agreement and overtime payments as prescribed in sub-clause (2) of clause 2 of Annexure A. Such allowance shall be increased by 2½ per cent. for each completed 2.5 points by which the quarterly average of the retail price index number exceeds 165.9 points or shall be decreased by 2½ per cent. for each completed 2.5 points by which the quarterly average of the retail price index number is less than 165.9 points.

(b) Adjustments in the cost of living allowance shall become effective as from the first pay day in the month following publication of the retail price index number for the month of March, June, September or December, as the case may be for the quarterly periods ending in the said months.

(c) If the amount of the cost of living allowance payable to an employee in terms of this paragraph is less than the amount payable to such employee in terms of War Measure No. 43 of 1942, or any amendment thereof, or if an employee is paid a basic wage of more than £6 per week, he shall be entitled to and be paid in terms of War Measure No. 43 of 1942, or any amendment thereof.

(d) “Retail Price Index number” means the weighted average retail price index number of the nine areas in respect of food, fuel, light, rent and sundries as published in the monthly press release by the Director of Census and Statistics, Pretoria.

(5) *Insurance of Wages in Case of Fire.*—The employers shall insure employees against loss of wages due to fire for a period of not less than six weeks if the employer is unable to offer employment during such period.

(6) *Piece-work or Task-work.*—(a) Task-work is prohibited, provided that minimums established in connection with piece-work shall not be deemed to be task-work.

(b) An employee employed as a piece-worker shall be paid at the rates agreed upon between the employer and the employee but such remuneration shall not be less than he would have been entitled to receive had he been employed as a time-worker.

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

## ANNEXURE B.

Definitions and conditions applicable to the occupations specified below in the Flock and Felt Section of the Industry pursuant to clause 7 of the Agreement.

### 1. DEFINITIONS.

“Assistant foreman” means an employee who assists the foreman in the performance of his duties and who may act for him in his absence.

“Boiler attendant” means an employee who, under the supervision of a foreman, assistant foreman or a boiler attendant-in-charge, is responsible for maintaining the water-level and steam pressure of a boiler in an establishment and who may stoke, rake and draw the fire in such boiler.

“Boiler attendant-in-charge” means an employee who, under the supervision of a foreman or assistant foreman, is in charge of one or more boiler attendants or more than one boiler in an establishment.

“Chargehand” means an employee who, under the supervision of a foreman or assistant foreman, is in charge of a group of labourers.

“Clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work, and includes a storeman, despatch clerk and a telephone operator.

“Clerical employee, male, qualified,” means a male clerical employee who has had not less than five years' experience.

“Clerical employee, male, unqualified,” means a male clerical employee who has had less than five years' experience.

“Clerical employee, female, qualified,” means a female clerical employee who has had not less than four years' experience.

“Clerical employee, female, unqualified,” means a female clerical employee who has had less than four years' experience.

“Foreman” means an employee who is in charge of the employees in an establishment, who exercises control over such employees, and who is responsible for the efficient performance by them of their duties.

“Factory clerk” means an employee, other than a clerical employee, who, under the supervision of a foreman, assistant foreman or qualified clerical employee, performs one or more of the following duties:—

(a) Counting, checking, weighing, measuring and recording.

(b) Recording time worked by employees; and who may generally assist a storeman or a despatch clerk.

“Factory clerk, qualified,” means a factory clerk who has had not less than one year's experience.

“Factory clerk, unqualified,” means a factory clerk who has had less than one year's experience.

“Grade I employee” means an employee engaged in one or more of the following capacities or duties:—

Embroiderer;  
overlocker machinist;  
sewer of quilts by machine;  
hardening machine operator;

„Graad I-werknemer, gekwalifiseer,” beteken 'n graad I-werknemer met minstens een jaar ervaring.

„Graad I-werknemer, ongekwalifiseer,” beteken 'n graad I-werknemer met minder as een jaar ervaring.

„Graad II-werknemer” beteken 'n werknemer in diens in een of meer van die ondergenoemde hoedanighede of pligte:—

Spanner;  
kaardingmasjienbediener;  
waterrolmasjienbediener;  
materiaalafval-oopmaakmasjienbediener;  
naaldmasjienbediener;  
vierkantige binnevelt-omboormasjienbediener;  
lymmasjienbediener;  
wateruitrekkoperateur;  
reep- of uitpluismasjienbediener;  
uittlopmasjienbediener;  
masjienbediener (skouerkussings met masjien sny);  
meet- en rolmasjienbediener;  
snymasjienbediener, behalwe 'n werknemer wat skouerkussings met masjien sny;  
oopmaakmasjienbediener;  
mengmasjienbediener;  
kleurmasjienbediener;  
droogmasjienbediener;  
binnevelt met die hand meet;  
met masjien stik behalwe graad I-werk;  
katoenwol verpak en/of van etikette voorsien en/of toedraai;  
maalmasjienbediener;  
skuurmasjienbediener;  
spanraammasjienbediener;  
skeermasjienbediener;  
persmasjienbediener;  
takelmasjienbediener;  
sitkussingstikmasjienbediener;  
versamelmasjienbediener;  
persrolmasjienbediener.

„Graad II-werknemer, gekwalifiseer,” beteken 'n graad II-werknemer met minstens nege maande ervaring.

„Graad II-werknemer, ongekwalifiseer,” beteken 'n graad II-werknemer met minder as nege maande ervaring.

„Graad III-werknemer” beteken 'n werknemer in diens in een of meer van die ondergenoemde hoedanighede of pligte:—

Naalde of spelde in naaldborde en reepmasjiene vervang;  
lappe of afval sorteer voordat dit gesteriliseer word;  
skouerkussings met die hand of masjien stik;  
vasspeld;  
masjinerie, olie en smeer;  
diervoertuig dryf;  
skouerkussings op 'n uittandingsmasjien afwerk.

„Graad III-werknemer, gekwalifiseer,” beteken 'n graad III-werknemer met minstens ses maande ervaring.

„Graad III-werknemer, ongekwalifiseer,” beteken 'n graad III-werknemer met minder as ses maande ervaring.

„Arbeider” beteken 'n werknemer in diens vir een of meer van ondergenoemde hoedanighede of pligte:—

Klaargeadresseerde etikette aanheg;  
pakkies toemaak, baal, merk, toedraai, behalwe katoenwol verpak, van etikette voorsien of toedraai;  
batterye met gedistilleerde water vul;  
persele, installasie, masjinerie, gerei, houters of ander artikels skoonmaak of was;  
boodskappe, briewe of goedere te voet of deur middel van 'n fiets, driewieler of handvoertuig aflewer;  
afhaal;  
masjiene voer of daaruit neem;  
vate by verkolings-, bleik- en kleurprosesse vul en dit oppas;  
velt of binnevelt met die hand lym of afwerk;  
laai of aflaai;  
'n handvoertuig stoot of trek;  
lappe of afval ná sterilisasie sorteer;  
die handvatsel van 'n handmasjien draai;  
goedere op 'n gestelde skaal weeg;  
vou;  
tee of dergelike drankie maak;  
skouerkussings met die hand sny;  
tuinwerk (onder toesig plant, spit, hark, grassny, strooi, meng, natmaak);  
skouerkussings bymekaarmaak;  
spoele voer;  
lappe uitsoek of was;  
sakke met die hand heelmaak;  
met die hand kap;  
voertuie, behalwe motorvoertuie, olie en smeer;  
deure, kiste of houters oop- of toemaak;  
vure maak, instand hou of trek, of vuilgoed of as verwyder;  
optel, dra, verskuif of stapel;  
vlok verwyder.

„masjienbediener” beteken 'n werknemer wat 'n kragmasjien of 'n reeks masjiene laat werk, bedien, aan die gang sit of tot stilstand bring en wat kleinere herstelwerk en verstellings daaraan kan doen en so'n masjien kan voer of daarvan afneem; met dien verstande dat 'n arbeider in enige skof waarin 'n bediener uitsluitlik in diens is in verband met 'n besondere masjien of 'n besondere reeks masjiene wat as 'n enkele eenheid van 'n enkele bandaandrywing werk, daardie besondere masjien of enigeen van die masjiene wat saamgekoppel is, tot stilstand kan bring of stopst.

„Grade I employee, qualified,” means a grade I employee who has had not less than one year's experience.

„Grade I employee, unqualified,” means a grade I employee who had not less than one year's experience.

„Grade II employee” means an employee employed in one or more of the following capacities or duties:—

Spanner;  
carding machine operator;  
scutching machine operator;  
garnet machine operator;  
needling machine operator;  
underfelt square edge binding machine operator;  
sizing machine operator;  
hydro-extractor operator;  
tearing or teasing machine operator;  
beating machine operator;  
clicking machine operator (cutting shoulder pads by machine);  
measuring up and rolling machine operator;  
cutting machine operator, other than an employee cutting shoulder pads by machine;  
opening machine operator;  
mixing machine operator;  
dyeing machine operator;  
drying machine operator;  
measuring underfelt by hand;  
sewing by machine, other than grade I work;  
packing, labelling and/or wrapping cotton wool;  
milling machine operator;  
scouring machine operator;  
tentering machine operator;  
shearing machine operator;  
pressing machine operator;  
rigging machine operator;  
seat pad stitching machine operator;  
batching machine operator;  
squeeze roller machine operator.

„Grade II employee, qualified,” means a grade II employee who has had not less than nine months' experience.

„Grade II employee, unqualified,” means a grade II employee who has had less than nine months' experience.

„Grade III employee” means an employee engaged in one or more of the following capacities or duties:—

Replacing needles or pins in needle boards and tearing machines;  
sorting rags or waste before sterilisation;  
stitching shoulder pads by hand or machine;  
pinning;  
oiling and greasing machinery;  
driving an animal drawn vehicle;  
trimming shoulder pads on a pinking machine.

„Grade III employee, qualified,” means a grade III employee who has had not less than six months' experience.

„Grade III employee, unqualified,” means a grade III employee who has had less than six months' experience.

„Labourer” means an employee engaged in one or more of the following capacities or duties:—

Affixing ready-addressed labels;  
closing, baling, marking, wrapping up packages, other than packing labelling or wrapping cotton wool;  
filling batteries with distilled water;  
cleaning or washing premises, plant, machinery, utensils, containers, or other articles;  
delivering messages, letters or goods on foot, or by means of a bicycle, tricycle, or manually propelled vehicle;  
doffing;  
feeding into or taking off from machines;  
filling and attending vats in carbonising, bleaching and dyeing processes;  
bluing and trimming felt or underfelt by hand;  
loading or unloading;  
pushing or pulling a manually propelled vehicle;  
sorting rags or waste after sterilisation;  
turning the handle of a hand-operated machine;  
weighing goods to a set scale;  
folding;  
making tea or similar beverages;  
cutting pads by hand;  
gardening work (planting under supervision, digging, raking, mowing, spreading, mixing, watering);  
assembling shoulder pads;  
bobbin feeding;  
picking or washing rags;  
mending sacks by hand;  
shopping by hand;  
oiling and greasing vehicles other than motor vehicles;  
opening or closing doors, boxes or containers;  
making, maintaining or drawing fires, or removing refuse or ashes;  
lifting, carrying, moving or stacking;  
flock removing;

„machine operator” means an employee who operates, attends, starts and stops a power-driven machine or a series of machines and who may make minor repairs and adjustments thereto and may feed or take off from such machine; provided that in any shift where an operator is employed exclusively on a particular machine or a particular series of machines operating as a single unit from a single drive, a labourer may stop and start that particular machine or any of the machines which are in series.

„Masjienhandlanger” beteken 'n werknemer, behalwe 'n werktuigkundige, wat kleinere herstel- of verstelwerk aan masjinerie, installasie, geboue of ander uitrusting mag doen.

„Werktuigkundige” beteken 'n werknemer wat 'n geskoolde vak- of ambagsman is.

„Motorvoertuigbestuurder” beteken 'n werknemer in diens om 'n motorvoertuig te bestuur en vir die toepassing van hierdie woordbepaling sluit „'n motorvoertuig bestuur” alle bestuurders in, asook enige tyd deur die bestuurder bestee terwyl hy in bevel van die voertuig is, of op werk in verband met die voertuig of die vraag en alle tydperke waarin van hom vereis word om op sy pos te bly, gereed om te bestuur.

„Deeltydse motorvoertuigbestuurder” beteken 'n werknemer in diens om 'n motorvoertuig vir hoogstens twee uur altesaam op 'n dag te bestuur, en vir die toepassing van hierdie woordbepaling sluit „'n motorvoertuig bestuur” alle bestuurders in, asook enige tyd deur die bestuurder bestee terwyl hy in bevel van die voertuig is, of op werk in verband met die voertuig of die dag.

„Opsigter” beteken 'n werknemer, behalwe 'n voorman of assistent-voorman, wat toesig hou oor 'n groep graad I- en/of graad II- en/of graad III-werknemers of wat toesig oor arbeiders mag hou.

„Reisiger” beteken 'n werknemer wat as reisende verteenwoordiger van 'n inrigting bestellings namens die inrigting van persone vra, werf of solisiteer vir die verkoop en/of lewering van goedere aan hulle.

„Reisiger, gekwalifiseer,” beteken 'n reisiger met minstens een jaar ervaring.

„Reisiger, ongekwalifiseer,” beteken 'n reisiger met minder as een jaar ervaring.

„Wag” beteken 'n werknemer in diens om persele of ander eiendom te bewaak.

## 2. LONE.

Geen werkgewer in die afdeling Vlok en Velt mag 'n werknemer minder as onderstaande lone betaal en geen werknemer nag minder aanneem nie:—

|                                                                                                                                                     | Per week. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                     | £ s. d.   |
| Voorman                                                                                                                                             | 7 10 0    |
| Assistent-voorman                                                                                                                                   | 5 10 0    |
| Werktuigkundige                                                                                                                                     | 7 9 5     |
| Klerklike werknemer, manlik, gekwalifiseer                                                                                                          | 5 15 5    |
| Klerklike werknemer, manlik, ongekwalifiseer—                                                                                                       |           |
| gedurende die eerste jaar ervaring                                                                                                                  | 1 16 11   |
| gedurende die tweede jaar ervaring                                                                                                                  | 2 13 1    |
| gedurende die derde jaar ervaring                                                                                                                   | 3 9 3     |
| gedurende die vierde jaar ervaring                                                                                                                  | 4 5 5     |
| gedurende die vyfde jaar ervaring                                                                                                                   | 5 1 6     |
| Klerklike werknemer, vroulik, gekwalifiseer                                                                                                         | 3 9 3     |
| Klerklike werknemer, vroulik, ongekwalifiseer—                                                                                                      |           |
| gedurende die eerste jaar ervaring                                                                                                                  | 1 16 11   |
| gedurende die tweede jaar ervaring                                                                                                                  | 2 6 2     |
| gedurende die derde jaar ervaring                                                                                                                   | 2 15 5    |
| gedurende die vierde jaar ervaring                                                                                                                  | 3 4 7     |
| Fabrieksklerk, gekwalifiseer                                                                                                                        | 3 9 3     |
| Fabrieksklerk, ongekwalifiseer—                                                                                                                     |           |
| gedurende die eerste ses maande ervaring                                                                                                            | 2 0 0     |
| gedurende die tweede ses maande ervaring                                                                                                            | 2 15 0    |
| Onderbaas                                                                                                                                           | 2 10 0    |
| Opsigter                                                                                                                                            | 5 0 0     |
| Motorvoertuigbestuurder                                                                                                                             | 3 10 0    |
| Deeltydse motorvoertuigbestuurder                                                                                                                   | 2 0 0     |
| Masjienhandlanger                                                                                                                                   | 5 0 0     |
| Keteloppasser-in-bevel                                                                                                                              | 4 10 0    |
| Keteloppasser                                                                                                                                       | 1 17 6    |
| Handlanger, behalwe 'n masjienhandlanger                                                                                                            | 3 0 0     |
| Wag                                                                                                                                                 | 2 0 0     |
| Graad I-werknemer, gekwalifiseer                                                                                                                    | 3 2 6     |
| Graad I-werknemer, ongekwalifiseer—                                                                                                                 |           |
| gedurende die eerste ses maande ervaring                                                                                                            | 1 17 6    |
| gedurende die tweede ses maande ervaring                                                                                                            | 2 10 0    |
| Graad II-werknemer, gekwalifiseer                                                                                                                   | 2 7 6     |
| Graad II-werknemer, ongekwalifiseer—                                                                                                                |           |
| gedurende die eerste drie maande ervaring                                                                                                           | 1 17 6    |
| gedurende die tweede drie maande ervaring                                                                                                           | 2 1 0     |
| gedurende die derde drie maande ervaring                                                                                                            | 2 4 6     |
| Graad III-werknemer, gekwalifiseer                                                                                                                  | 1 19 6    |
| Graad III-werknemer, ongekwalifiseer—                                                                                                               |           |
| gedurende die eerste drie maande ervaring                                                                                                           | 1 14 6    |
| gedurende die tweede drie maande ervaring                                                                                                           | 1 17 0    |
| Arbeiders—                                                                                                                                          |           |
| onder 18 jaar                                                                                                                                       | 1 7 6     |
| oor 18 jaar                                                                                                                                         | 1 14 3    |
| Vroulike werknemers, uitsluitlik in diens om lappe te sorteer en te was, gekwalifiseer                                                              | 1 12 6    |
| gedurende die eerste ses maande ervaring                                                                                                            | 1 7 6     |
| gedurende die tweede ses maande ervaring                                                                                                            | 1 10 0    |
| Reisiger, gekwalifiseer                                                                                                                             | 8 1 7     |
| Reisiger, ongekwalifiseer—                                                                                                                          |           |
| gedurende die eerste ses maande ervaring                                                                                                            | 5 15 5    |
| gedurende die tweede ses maande ervaring                                                                                                            | 6 18 6    |
| Werknemers nie spesifiek in hierdie subklousule genoem nie                                                                                          | 2 10 0    |
| Los werknemer: Vir elke dag of gedeelte van 'n dag diens, een-vyftede van die loon in hierdie subklousule vir 'n werknemer van sy klas voorgeskryf. |           |

„Machine handyman” means an employee, other than a mechanic, engaged in making minor repairs and adjustments to machinery, plant, buildings or other equipment.

„Mechanic” means an employee who is a skilled tradesman or artisan.

„Motor vehicle driver” means an employee engaged in driving a motor vehicle, and for the purpose of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is required to remain at his post in readiness to drive.

„Part-time motor vehicle driver” means an employee engaged in driving a motor vehicle for not more than two hours in the aggregate on any day, and for the purpose of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver while in charge of the vehicle or on work connected with the vehicle or the load.

„Supervisor” means an employee other than a foreman or assistant foreman who supervises a group of grade I and/or grade II and/or grade III employees or who may supervise labourers.

„Traveller” means an employee who, as travelling representative of an establishment, on behalf of such establishment invites, canvasses or solicits orders from persons for the sale and/or supply to them of goods.

„Traveller, qualified,” means a traveller who has had not less than one year's experience.

„Traveller, unqualified,” means a traveller who has had less than one year's experience.

„Watchman” means an employee engaged in guarding premises or other property.

## 2. WAGES.

No employer in the “flock and felt section” shall pay and no employee shall accept wages less than the following:—

|                                                                                                                                                 | Per Week. |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                 | £ s. d.   |
| Foreman                                                                                                                                         | 7 10 0    |
| Assistant foreman                                                                                                                               | 5 10 0    |
| Mechanic                                                                                                                                        | 7 9 5     |
| Clerical employee, male, qualified                                                                                                              | 5 15 5    |
| Clerical employee, male, unqualified—                                                                                                           |           |
| during the first year of experience                                                                                                             | 1 16 11   |
| during the second year of experience                                                                                                            | 2 13 1    |
| during the third year of experience                                                                                                             | 3 9 3     |
| during the fourth year of experience                                                                                                            | 4 5 5     |
| during the fifth year of experience                                                                                                             | 5 1 6     |
| Clerical employee, female, qualified                                                                                                            | 3 9 3     |
| Clerical employee, female, unqualified—                                                                                                         |           |
| during the first year of experience                                                                                                             | 1 16 11   |
| during the second year of experience                                                                                                            | 2 6 2     |
| during the third year of experience                                                                                                             | 2 15 5    |
| during the fourth year of experience                                                                                                            | 3 4 7     |
| Factory clerk, qualified                                                                                                                        | 3 9 3     |
| Factory clerk, unqualified—                                                                                                                     |           |
| during the first six months of experience                                                                                                       | 2 0 0     |
| during the second six months of experience                                                                                                      | 2 15 0    |
| Chargehand                                                                                                                                      | 2 10 0    |
| Supervisor                                                                                                                                      | 5 0 0     |
| Motor vehicle driver                                                                                                                            | 3 10 0    |
| Part-time motor vehicle driver                                                                                                                  | 2 0 0     |
| Machine handyman                                                                                                                                | 5 0 0     |
| Boiler attendant-in-charge                                                                                                                      | 4 10 0    |
| Boiler attendant                                                                                                                                | 1 17 6    |
| Handyman, other than a machine handyman                                                                                                         | 3 0 0     |
| Watchman                                                                                                                                        | 2 0 0     |
| Grade I employee, qualified                                                                                                                     | 3 2 6     |
| Grade I employee, unqualified—                                                                                                                  |           |
| during the first six months of experience                                                                                                       | 1 17 6    |
| during the second six months of experience                                                                                                      | 2 10 0    |
| Grade II employee, qualified                                                                                                                    | 2 7 6     |
| Grade II employee, unqualified—                                                                                                                 |           |
| during the first three months of experience                                                                                                     | 1 17 6    |
| during the second three months of experience                                                                                                    | 2 1 0     |
| during the third three months of experience                                                                                                     | 2 4 6     |
| Grade III employee, qualified                                                                                                                   | 1 19 6    |
| Grade III employee, unqualified—                                                                                                                |           |
| during the first three months of experience                                                                                                     | 1 14 6    |
| during the second three months of experience                                                                                                    | 1 17 0    |
| Labourers—                                                                                                                                      |           |
| under the age of 18 years                                                                                                                       | 1 7 6     |
| over the age of 18 years                                                                                                                        | 1 14 3    |
| Female employees engaged exclusively in sorting or picking rags, qualified                                                                      | 1 12 6    |
| during the first six months of experience                                                                                                       | 1 7 6     |
| during the second six months of experience                                                                                                      | 1 10 0    |
| Traveller, qualified                                                                                                                            | 8 1 7     |
| Traveller, unqualified—                                                                                                                         |           |
| during the first six months of experience                                                                                                       | 5 15 5    |
| during the second six months of experience                                                                                                      | 6 18 6    |
| Employee not specifically referred to in this sub-clause                                                                                        | 2 10 0    |
| Casual employee: For each day or part of a day of employment, one-fifth of the wage prescribed in this sub-clause for an employee of his class. |           |

'n Werknemer wat tydens die datum van bekendmaking van hierdie Ooreenkoms, in diens is teen 'n loon wat vir hom gunstiger is as dié in hierdie klousule vir 'n werknemer van sy klas voorgeskryf, moet steeds dié loon ontvang terwyl hy in diens by dieselfde werkgever is.

### 3. BETALING VAN OORTYDWERK.

'n Werkgever moet aan sy werknemer besoldiging ten opsigte van alle oortyd deur hom gewerk, betaal teen 'n skaal van minstens 1½ maal die loon in subklousule 2 vir 'n werknemer van sy klas voorgeskryf; met dien verstande dat waar oortyd wat in enige week op 'n daaglikse basis bereken word, van oortyd verskil wat op 'n weeklikse basis bereken word, die basis wat die grootste bedrag aan oortydbetaling gee, aange-  
neem moet word.

### 4. BEREKENING VAN MAANDLOON.

As die loon wat ingevolge klousule 8 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, maandeliks betaal word, moet die bedrag van die loon bereken word teen 'n skaal van 4½ maal die loon vir 'n werknemer van sy klas in klousule 2 van hierdie Aanhangsel voorgeskryf.

### 5. LEWENSKOSTETOELAE.

Elke werkgever moet gedurende die geldigheidsduur van hierdie Ooreenkoms, benewens die lone by klousule 2 hiervan voorgeskryf, ap elke betaaldag aan die werknemers 'n lewenskoste-toelae betaal teen die skale vasgestel by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig.

### 6. GETALLEVERHOUDING.

'n Werkgever moet 'n gekwalifiseerde manlike klerklike werknemer, 'n gekwalifiseerde vroulike klerklike werknemer en 'n gekwalifiseerde graad I-werknemer in diens hê voordat hy onderskeidelik 'n ongekwalifiseerde manlike klerklike werknemer, 'n ongekwalifiseerde vroulike klerklike werknemer of 'n ongekwalifiseerde graad I-werknemer in diens mag neem en hy moet minstens een gekwalifiseerde manlike klerklike werknemer, een gekwalifiseerde vroulike werknemer en een gekwalifiseerde graad I-werknemer in diens hê vir onderskeidelik elke ongekwalifiseerde manlike klerklike werknemer, ongekwalifiseerde vroulike klerklike werknemer of ongekwalifiseerde graad I-werknemer by hom in diens.

### 7. STUKWERK OF TAAKWERK.

'n Werkgever mag nie 'n werknemer toelaat om stukwerk of taakwerk te verrig nie; ook mag 'n werknemer nie stukwerk of taakwerk verrig nie.

★ No. 2040.]

[3 Augustus 1951.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

TEKSTIELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tekstielnywerheid bekendgemaak by Goewermentskennisgewing No. 2039 van 3 Augustus 1951, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

P. O. SAUER,  
Waarnemende Minister van Arbeid.

An employee who at the date of publication of this Agreement is employed at rates of wages more favourable to him than those prescribed in this clause for an employee of his class shall continue to receive such wages whilst in the service of the same employer.

### 3. PAYMENT FOR OVERTIME.

An employer shall pay to his employee in respect of all overtime worked by him remuneration at the rate not less than one and one-third times the wage prescribed in clause 2 for an employee of his class; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

### 4. CALCULATION OF MONTHLY WAGE.

Whenever the wage due to an employee is, in terms of clause 8 of this Agreement, paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in clause 2 of this Annexure for an employee of his class.

### 5. COST OF LIVING ALLOWANCE.

Every employer shall, during the currency of this Agreement in addition to the wages prescribed in clause 2 hereof, on each pay day, pay to the employee cost of living allowance at the rates specified under War Measure No. 43 of 1942, as amended from time to time.

### 6. PROPORTION OF RATIO.

An employer shall employ a qualified male clerical employee, a qualified female clerical employee and a qualified grade I employee before he may employ an unqualified male clerical employee, an unqualified female clerical employee or an unqualified grade I employee respectively, and he shall employ not less than one qualified male clerical employee, one qualified female employee and one qualified grade I employee for each unqualified male clerical employee, unqualified female clerical employee or unqualified grade I employee respectively employed by him.

### 7. PIECE-WORK OR TASK-WORK.

An employer shall not permit an employee to perform nor shall an employee perform piece-work or task-work.

★ No. 2040.]

[3 August 1951]

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941.

TEXTILE INDUSTRY, UNION OF SOUTH AFRICA

I, PAUL OLIVER SAUER, Acting Minister of Labour acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941 hereby declare the provisions of the Agreement and notice relating to the Textile Industry, published under Government Notice No. 2039 of 3 August, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,  
Acting Minister of Labour

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