



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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BUITENGEWONE

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Alle Proklamasies, Goewermements- 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.

GOEWERMEMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

* No. 604.]

[25 Maart 1955.]

NYWERHEID-VERSOENINGSWET, 1937.

TEKSTIELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, 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 op die 30ste dag van Junie 1955 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (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, B, C en D van genoemde Ooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 30ste dag van Junie 1955 eindig, bindend is vir 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 op die 30ste dag van Junie 1955 eindig, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

* No. 604.]

[25 March 1955.]

INDUSTRIAL CONCILIATION ACT, 1937.

TEXTILE INDUSTRY, UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, 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 appears 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 30th day of June, 1955, 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, B, C and D of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 30th day of June, 1955, 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 30th day of June, 1955, 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 *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.

J. DE KLERK,
Minister of Labour.

BYLAE.

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

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, Wet No. 36 van 1937, gesluit en aangegaan tussen die

National Textile Manufacturers' Association

(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Textile Workers' Industrial Union (South Africa)

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

wat 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. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid ingevoelge artikel *ag-en-veertig* van die Wet vasgestel word en bly van krag tot 30 Junie 1955 of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

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

- „Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;
- „afdeling komberse en reiskomberse”, daardie afdeling van die Tekstielywerheid wat in paragraaf (a) (i) en (ii) in die woordomskrywing daarvan genoem word;
- „afdeling seil en seildoek, seilbande en growwe seil”, daardie afdeling van die Tekstielywerheid wat in paragraaf (c) in die woordomskrywing daarvan genoem word;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is;
- „Raad”, die Nasionale Nywerheidsraad vir die Tekstielywerheid van die Unie van Suid-Afrika;
- „dag”, elke tydperk van 24 agtereenvolgende ure bereken van die tyd af waarop die werknemer begin om die ure te werk wat in artikel 4 (1) voorgeskryf word;
- „inrigting”, enige perseel in of in verband waarmee een of meer werknemers in die nywerheid in diens is;
- „ondervinding”, behalwe waar dit elders spesifiek bepaal word, die totale tyd of tye diens wat 'n werknemer in sy besondere werk of ampsbepaling, hetsy in die nywerheid of elders, na gelang van die geval, gehad het;
- „afdeling vlok en velt”, daardie afdeling van die Tekstielywerheid wat in paragraaf (d) (i), (ii) en (iii) in die woordomskrywing daarvan genoem word;
- „nywerheid”, die Tekstielywerheid;
- „afdeling kafferlakengoed”, daardie gedeelte van die Tekstielywerheid wat in paragraaf (b) (i) en (ii) in die woordomskrywing daarvan genoem word;
- „vervaardiging op kommissie”, vir die toepassing van die woordomskrywing „Tekstielywerheid”, die vervaardiging van gare uit grondstowwe wat deur die klant verskaf word;
- „minimum loon”, die bedrag wat in geld aan 'n werknemer betaalbaar is soos bepaal in artikel 2 (1) van Aanhangsels A, B, C en artikel 2 van Aanhangel D ten opsigte van die gewone werke wat in klousule 4 van die Ooreenkoms voorgeskryf word;
- „maandloon”, die weekloon vermenigvuldig deur 4½;
- „stukwerk”, enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid of omvang van gedane werk en dit word beskou dat dit enige stelsel insluit van aansporings- of produksiebonusbetalings, of aanvullende loonbetalings;
- „stukwerker”, 'n werknemer wat stukwerk verrig;
- „korttyd”, 'n tydelike vermindering van die getal gewone werke as gevolg van handelslapte, tekort aan grondstowwe, 'n onklaarraking van installasie of masjinerie of ander onvoorziene noodgeval, of die vervanging van 'n kettingboom aan 'n weefstoel;
- „taakwerk”, die opdrag deur 'n werkgewer of sy verteenwoordigers aan 'n werknemer om 'n bepaalde hoeveelheid werk deur sodanige werknemer in 'n gespesifiseerde tyd te doen;
- „Tekstielywerheid”, die gesamentlike onderneming waarin werkgewer en werknemer vir enigeen van die volgende doeleindes geassosieer is:—

- (a) (i) Die vervaardiging hetsy in die geheel of gedeeltelik deur enige proses van watter aard ook, van alle klasse komberse, komberstof, reiskomberse en tjalies, hetsy effe of opgehewe of gekleur of andersins behandel, en met insluiting van alle werksaamhede wat toevallig daarby hoort en in die loop van sodanige vervaardiging daaruit voortvloei.

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 such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act, and shall remain in force until 30th June, 1955, 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;
- “blankets and rugs section” means that section of the Textile Manufacturing Industry referred to in paragraph (a) (i) and (ii) in the definition thereof;
- “canvas and duck, tapes and webbing section” means that section of the Textile Manufacturing Industry referred to in paragraph (c) in the definition thereof;
- “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 each period of twenty-four consecutive hours calculated from the time the employee commences to work the hours prescribed in section 4 (1);
- “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 whether in the Industry or elsewhere, as the case may be;
- “flock and felt section” means that section of the Textile Manufacturing Industry referred to in paragraph (d) (i), (ii) and (iii) in the definition thereof;
- “Industry” means the Textile Manufacturing Industry;
- “kaffir sheeting section” means that section of the Textile Manufacturing Industry referred to in paragraph (b) (i) and (ii) in the definition thereof;
- “manufacture on commission” for the purpose of the definition “Textile Manufacturing Industry” means the manufacture of yarns on contract from raw materials supplied by the customer;
- “minimum wage” means the amount payable in money to an employee as laid down in section 2 (1) of Annexures A, B, C and section 2 of Annexure D in respect of the ordinary hours of work prescribed in clause 4 of the Agreement;
- “monthly rate” is the weekly rate multiplied by four and one third;
- “piece-work” 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;
- “piece-worker” means an employee who is engaged on piece-work;
- “short-time” means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw material, a breakdown of plant or machinery or other unforeseen emergency, or the changing of a beam on a loom;
- “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 specified time;
- “Textile Manufacturing Industry” means the joint enterprise in which employer and employee are associated for any of the following purposes:—

- (a) (i) The manufacture, either in whole or in part and by any process whatsoever, of all classes of blankets, blanketing, travelling rugs and shawls, whether plain or raised or dyed or otherwise treated, and including all operations incidental to and consequential thereon in the course of such manufacture.

- (ii) Die vervaardiging deur enige proses van watter aard ook, insluitende alle werksaamhede wat daarby hoort en in die loop van sodanige vervaardiging daaruit voortvloei, van gare vir verkoop of op kommissie, indien sodanige gare in die finale gewig in die geval van worsted, wol- of gemengde gare, 2,500 jaart of minder op die Engelse pond (avoirdupois) meet, of in die geval van ander gare, 4,000 jaart of minder op die Engelse pond (avoirdupois), vir gebruik in die vervaardiging van die artikels genoem in paragraaf (a) (i) behalwe wanneer sodanige gare deur die vervaardigers daarvan verkoop word vir die doel om ander artikel te vervaardig as dié wat in subparagraaf (i) hiervan gespesifiseer word.
- (b) (i) Die vervaardiging, hetsy in die geheel of gedeeltelik en deur enige proses van watter aard ook, van kafferlakengood, hetsy effe of opgehewe of gekleur of bedruk of andersins behandel en met insluiting van alle werksaamhede wat toevallig daarby hoort en in die loop van sodanige vervaardiging daaruit voortvloei.
- (ii) Die vervaardiging, deur enige proses van watter aard ook, met insluiting van alle werksaamhede wat toevallig daarby hoort en in die loop van sodanige vervaardiging daaruit voortvloei, van gare vir verkoop of op kommissie indien sodanige gare in die finale gewig 4,000 jaart of minder op die Engelse pond (avoirdupois) meet, en vir gebruik is in die vervaardiging van kafferlakengood maar nie wanneer sodanige gare deur die vervaardigers daarvan verkoop word vir die doel om ander artikels te vervaardig as dié wat in subparagraaf (i) hiervan gespesifiseer word nie.
- (c) Die skeer, weef en/of afwerk van seil en seildoek en seilbande en growwe seil deur enige proses van watter aard ook en alle werksaamhede wat toevallig daarby hoort en in die loop van sodanige bedrywighede daaruit voortvloei.
- (d) (i) Die vervaardiging van vlok, watte, gepapte watte, opstoppel, ondervelt, deur enige proses van watter aard ook, insluitende alle werksaamhede wat toevallig daarby hoort en in die loop van sodanige vervaardiging daaruit voortvloei.
- (ii) Die vervaardiging van velt deur enige proses van watter aard ook met insluiting van alle werksaamhede wat toevallig daarby hoort en/of in die loop van sodanige vervaardiging daaruit voortvloei.
- (iii) Die vervaardiging van geneeskundige watte of katoenwol deur enige proses van watter aard ook met insluiting van alle werksaamhede wat toevallig daarby hoort en in die loop van sodanige vervaardiging daaruit voortvloei.

„tydwerker”, ’n werknemer wie se besoldiging slegs op ’n tyd basis gebaseer 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 OORTYD.

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

- (a) 46 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 uur 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, $9\frac{1}{2}$ 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, $9\frac{1}{2}$ uur op ’n dag.

(2) *Etensonderbrekings.*—’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—

- (i) as die onderbreking langer as een uur duur, elke tydperk bo $1\frac{1}{4}$ uur as gewone werkure gereken moet word;
- (ii) 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 wat in of by sy inrigting in diens is, uitgesonderd ’n reisiger, ’n motor voertuigdrywer, ’n deelydse motorvoertuigdrywer, ’n bode, ’n verantwoordelike ketelbediener of ’n ketelbediener, ’n ruspouse van minstens tien minute toestaan so na as moontlik—

- (a) aan die middel van elke eerste werktydperk op enige dag; en
- (b) die middel van elke tweede werktydperk op ’n dag; waarin die werknemer nie verplig of toegelaat moet word om enige werk te verrig nie, en sodanige pouse moet as deel van die gewone werkure bskou word.

- (ii) The manufacture by any process whatsoever, including all operations incidental to and consequential thereon in the course of such manufacture of yarns for sale or on commission, if such yarns in the final weight in the case of worsted, woollen or mixed yarns, measure 2,500 yards or less to the English pound (Avoirdupois), or in the case of other yarns, 4,000 yards or less to the English pound (Avoirdupois), for use in the manufacture of the articles referred to in paragraph (a) (i) except where such yarns are sold by the manufacturers thereof for the purpose of manufacturing articles other than those specified in sub-paragraph (i) hereof.
- (b) (i) The manufacture, either in whole or in part and by any process whatsoever, of kaffir sheeting, whether plain or raised or dyed or printed or otherwise treated and including all operations incidental to and consequential thereon in the course of such manufacture.
- (ii) The manufacture, by any process whatsoever, including all operations incidental to and consequential thereon in the course of such manufacture, of yarns for sale or on commission if such yarns, in the final weight, measure 4,000 yards or less to the English pound (Avoirdupois), and are for use in the manufacture of kaffir sheeting but not where such yarns are sold by the manufacturers thereof for the purpose of manufacturing articles other than those specified in sub-paragraph (i) hereof.
- (c) The warping, weaving and/or finishing of canvas and duck and tapes and webbing by any process whatsoever and all operations incidental to and consequential thereon in the course of such activities.
- (d) (i) The manufacture of flock, wadding, sized wadding, padding, underfelt, by any process whatsoever including all operations incidental to and consequential thereon in the course of such manufacture.
- (ii) The manufacture of felt by any process whatsoever including all operations incidental to and/or consequential thereon in the course of such manufacture.
- (iii) The manufacture of medical wadding or cotton wool by any process whatsoever including all operations incidental to and consequential thereon in the course of such manufacture;

“time-worker” means an employee whose remuneration is determined on a time basis only.

(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 traveller, a motor vehicle driver, a part-time motor vehicle driver, a messenger, a boiler attendant in charge or 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) *Ure moet aaneenlopend wees.*—Behalwe soos bepaal in sub-artikel (2) en (3) moet alle werkure aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat meer as die getal ure gewerk word wat ten opsigte van 'n dag in subartikel (1) voorgeskryf word, word as oortyd beskou.

(6) *Beperking van oortyd.*—'n Werkgewer mag nie sy werknemer verplig of toelaat om langer as tien uur oortyd in enige week te werk nie. Met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om—

- (a) tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) na eenuur nm. of meer as vyf dae in enige week te werk nie;
- (c) om langer as twee uur oortyd op enige dag of op meer as drie agtereenvolgende dae te werk nie;
- (d) op meer as 60 dae in enige jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure vir langer as 1 uur oortyd op enige dag te werk nie, tensy hy—
 - (i) sodanige werknemer vóór middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n voldoende maal vóór die aanvang van sodanige oortyd voorsien het; of
 - (iii) sodanige werknemer een sjelien en ses pennies betyds betaal het om haar in staat te stel om 'n maal te bekom voordat sodanige oortyd moet begin.

(7) *Vrystellings.*—Die bepalinge van hierdie artikel is nie op 'n wag van toepassing nie en die bepalinge van subartikels (2), (3), (4) en (6) is nie van toepassing op 'n manlike werknemer wat in diens is op werk wat nodig is as gevolg van 'n onklaarraking van installasie of masjinerie of enige ander onvoorsiene noodgeval nie.

5. JAARLIKSE VERLOF.

(1) (a) Elke werkgewer moet, onderworpe aan subartikels (5) en (6) hiervan, aan elkeen van sy werkgewers, uitgesonderd 'n wag, ten opsigte van elke, voltooide jaar diens by hom—

- (i) in die geval van 'n werknemer wat 'n vyfdaagse week werk, 12 werkdagse verlof toestaan; en
- (ii) ten opsigte van 'n werknemer wat 'n sesdaagse week werk, 15 werkdagse verlof toestaan.

Die grootste gedeelte van sodanige verlof, uitgesonderd die verlof toegestaan ingevolge artikel (5), moet tussen 15 Desember en die 15de dag van die daaropvolgende Januarie toegestaan en geneem word.

(b) Elke werkgewer moet aan 'n werknemer wat 'n tydwerker is, vir sodanige verlof besoldig teen die weeklikse loonskaal (met inbegrip van lewenskostoelae maar met uitsluiting van besoldiging van oortyd en nagskoftoelae) waarop hy onmiddellik voor die aanvang van sodanige verlof geregtig was.

(c) (i) Elke werkgewer moet 'n werknemer wat 'n stukwerker is, vir sodanige verlof besoldig teen 'n skaal gelyk aan sy gemiddelde weeklikse besoldiging (met inbegrip van lewenskostoelae maar met uitsluiting van oortyd en nagskoftoelae) gedurende die tyd waarin hy op stukwerk in diens was, bereken van die datum van sy indiensneming af of die datum waarop sy jongste verlof geëindig het, na gelang van die jongste datum, en tot op 'n datum binne 15 dae van die aanvang van sodanige verlof.

(ii) Natat 'n stukwerker in verskillende kwalifiseertydperke in dieselfde graad in diens was gedurende die tyd ten opsigte waarvan die jaarlikse verlof opgeloopt het, moet hy vir sodanige verlof besoldig word teen 'n skaal gelyk aan sy gemiddelde weeklikse besoldiging (met inbegrip van lewenskostoelae maar met uitsluiting van besoldiging vir oortyd en nagskoftoelae) slegs gedurende die tydperk ten opsigte van die jongste voltooide kwalifiseertydperk waarin hy in diens was voordat sy verlof moes begin.

(iii) Die berekening van „gemiddelde weeklikse besoldiging” genoem in subartikels (c) (i) en (ii) van hierdie klousule moet gebaseer word op die weeklikse getal ure gewerk en die totale besoldiging verdien soos uiteengesit in subartikels (c) (i) en (ii).

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

(3) (a) 'n Werknemer wat nie na 'n volle jaar diens by dieselfde werkgewer voltooi het nie of '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—

- (i) in die geval van 'n werknemer wat 'n vyfdaagse week werk, besoldig word teen die skaal van een dag se besoldiging vir elke voltooide maand diens; en
- (ii) in die geval van 'n werknemer wat 'n sesdaagse week werk, teen 1½ dag se loon 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 beskryf in subartikel (1) (c) (i) en (ii) van hierdie artikel.

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

(4) *Hours of Work to be Consecutive.*—Save as provided in sub-section (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 in sub-section (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 on 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 section shall not apply to a watchman and the provisions of sub-sections (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, subject to sub-sections (5) and (6) hereof, 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.

The major portion of such leave, other than the leave granted in terms of section (5), shall be granted and taken between the 15th December and 15th day of the succeeding 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 but excluding payment for overtime and night shift 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 and night shift allowance) 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 a date 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 and night shift allowance) only during the period in respect of the last completed qualifying period in which he was engaged prior to his leave becoming due.

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

(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-section shall be granted at a time to be fixed by the employer; provided that such leave must be granted and 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 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, 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 sub-section (1) (c) (i) and (ii) of this section.

(4) The remuneration 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) Slegs vir doeleindes van besoldiging mag 'n werkgewer van die verloftyd wat in subartikel (1) voorgeskryf word, enige dae of tye van verlof aftrek wat met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek of met die werknemer se skriftelike toestemming toegestaan is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het en sodanige werknemer kan verplig word om op verlof te bly vir die volle tydperk waarvoor 'n inrigting vir die doel van jaarlikse verlof gesluit is en wel sonder enige bykomende besoldiging.

(6) Vir die toepassing van hierdie klousule moet dit beskou word dat die uitdrukking „diens” enige tydperk of tydperke insluit waarin 'n 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 11 op siekteverlof is wat altesaam hoogstens 10 weke in enige jaar bedra en wat beskou word dat dit begin—
 - (i) in die geval van 'n werknemer wat, terwyl hy in diens van dieselfde werkgewer was, voor die inwerkingtreding van hierdie Ooreenkoms kragtens 'n wet op verlof geregtig geword het, van die datum af waarop die werknemer laas op die verlof kragtens dié wet geregtig geword het;
 - (ii) in die geval van 'n werknemer wat, terwyl hy in 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 daar kragtens op verlof 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 toetree het, of van die datum af waarop hierdie Ooreenkoms van krag geword het, na gelang van die jongste.

(7) Ondanks andersluidende bepalinge in hierdie artikel moet 'n werknemer wat nie 'n volle jaar diens voltooi het wanneer 'n inrigting tussen 15 Desember en die 15de van die volgende Januarie moet sluit sodat die werknemers hul jaarlikse verlof kan neem, gedurende die tyd wat die inrigting aldus gesluit is, vir sodanige tydperk ten opsigte van elke maand van sy voltooiende diens op die basis betaal word wat bepaal is in subartikel 3 (a) (i) of (ii), na gelang van die geval.

6. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, het reg op en moet verlof toegestaan word op Nuwejaarsdag, Goëie Vrydag, Gelofte-dag en Kersdag en moet ten opsigte van elke sodanige dag minstens die loon betaal word waarop hy gewoonlik reg sou gehad het as hy op daardie dag gewerk het; met dien verstande dat 'n werknemer verplig kan word om op enige sodanige dag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goëie Vrydag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag die bedrag betaal wat in subartikel (1) genoem word plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weeklikse besoldiging wat normaalweg betaalbaar sou wees met betrekking tot die werk verrig op die betrokke openbare vakansiedag gedeel deur die getal gewone ure deur hom in 'n week gewerk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goëie Vrydag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens sy daaglikse besoldiging betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sodanige besoldiging gedeel deur 8.

(c) Wanneer 'n inrigting op enigen van die Joodse vakansiedae sluit, moet volle lone teen gewone skale betaal word aan alle werknemers wat in sodanige inrigting daardeur geraak word.

(d) Enige bedrag wat aan 'n werknemer kragtens subparagrafe (a), (b) en (c) van hierdie subartikel betaal word moet bereken word teen die skaal van besoldiging wat die werknemer onmiddellik voor sodanige openbare vakansiedag ontvang het; met dien verstande dat wanneer 'n werknemer op 'n ander basis besoldig word as dié ooreenkomstig die tyd wat werklik deur hom gewerk word, moet sy gewone skaal van besoldiging, vir die toepassing van hierdie artikel, bereken word asof hy by die uur besoldig word en moet op enige datum vasgestel word deur sy totale gewone besoldiging gedurende die drie maande wat daardie datum onmiddellik voorafgegaan of gedurende die totale tydperk van sy diens deur die betrokke werkgewer, na gelang van die kortste, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige gewone besoldiging betaal is, maar met uitsluiting van oortyd en nagskoftoelae, tensy die toelae normaalweg betaalbaar sou wees met betrekking tot die werk verrig op die betrokke openbare vakansiedag.

(3) *Besoldiging vir werk op Sondae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgewer hom of—

- (i) minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tyd gewoonlik deur hom op 'n weekdag gewerk plus nagskoftoelae met betrekking tot werk verrig gedurende ure waarop die toelae van toepassing is; of

(5) An employer may for the purpose of payment only set off against the period of leave prescribed in sub-section (1) 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 and such employee may be required to remain on leave for the full period for which an establishment is closed for the purpose of annual leave without any additional remuneration.

(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-section (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 11 amounting in the aggregate to not more than ten weeks in any year and the employment 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.

(7) Notwithstanding anything to the contrary contained in this section an employee who has not completed a full year of employment when an establishment is due to close down between the 15th December and the 15th of the succeeding January for the purposes of the employees taking their Annual leave shall, during the period the establishment is thus closed, be paid for such period in respect of each month of his completed employment on the basis laid down in sub-section (3) (a) (i) or (ii) as the case may be.

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, Day of the Covenant and Christmas Day and shall be paid in respect of each such day not less than the wage to which he would have ordinarily been entitled had he worked on that day; provided that an employee may be required to work on any such day.

(2) *Payment of Work on Public Holidays.*—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day the amount referred to in sub-section (1) plus, in respect of each hour or part of an hour so worked, his weekly remuneration which would normally be payable in relation to the work performed on the Public Holiday concerned 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, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than his daily remuneration, plus in respect of each hour or part of an hour so worked, such remuneration 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 affected in such establishment.

(d) Any amount paid to an employee in terms of sub-paragraphs (a), (b) and (c) of this sub-section 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 ordinary 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 ordinary remuneration was paid but excluding overtime and night shift allowance unless the allowance would normally be payable in relation to the work performed on the public holiday concerned.

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

- (i) 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 plus night shift allowance in relation to work performed during hours to which the allowance is applicable; or

- (ii) hom vir elke uur of gedeelte van 'n uur aldus gewerk, minstens 1½ maal sy gewone loon betaal plus nagskof-toelae met betrekking tot werk verrig gedurende die ure waarop die toelae van toepassing is ten opsigte van die totale tyd op sodanige Sondag gewerk, en hom binne sewe dae na sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens die skaal van sy gewone loon betaal asof hy op sodanige vakansiedag sy gewone ure vir daardie dag van die week gewerk het.

(b) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat vir 'n werknemer vir sy klas voorgeskryf word plus nagskof-toelae met betrekking tot werk verrig gedurende die ure waarop die toelae van toepassing is.

7. LONE EN ANDER VERDIENSTES.

Elke werkgever moet, met betrekking tot enige van al sy werknemers in werksaamhede gedek deur die betrokke artikels van aanhangsels A, B, C en D, die lone betaal en die voorwaardes nakom wat in die betrokke aanhangsel gespesifiseer word.

8. METODE EN TYD VAN BETALING VAN LONE.

(1) Behalwe soos bepaal in subartikel (2) is alle besoldiging weekliks verskuldig en moet weekliks in kontant betaal word of as die werkgever en werknemer daartoe skriftelik ooreengekom het, maandeliks of by beëindiging van diens as dit voor die gewone betaal tyd van die werknemer plaasvind, en dit moet in 'n koefert of ander houer wees wat die werkgever en die werknemer se name aantoon, die werknemer se nommer (as daar een is) en werk, die getal gewone, oortyd- en nagskofure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan besoldiging betaal word.

(2) 'n Werknemer, uitgesonderd 'n los werknemer, moet, ten opsigte van elke week die besoldiging aan hom verskuldig, nie later as drie werkdade na die einde van die werkweek betaal word nie. Los werknemers moet onmiddellik by beëindiging van hul diens betaal word.

(3) 'n Werknemer moet sy loon gedurende sy werkure betaal word en vir enige tyd wat verloop tussen die einde van die gewone werkure of oortydure en die tyd wanneer betaling gedoen word, moet betaal word teen die gewone voorgeskryfde skale, met dien verstande dat geen besoldiging hom moet toekom as sodanige ophoud minder as vyftien minute duur nie.

(4) Geen werknemer mag as deel van sy dienskontrak verplig word om by sy werkgever op enige plek deur hom aangewys, te loseer of in te woon of om enige goedere van hom of van enige winkel deur hom aangewys, te koop nie.

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

9. NAGSKOFBESOLDIGING.

Werkgevers moet nagskofbesoldiging aan hul werknemers betaal soos gespesifiseer en bepaal in die betrokke aanhangsels A, B en D van hierdie Ooreenkoms.

10. BOETES EN AFTREKKINGS.

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

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

AFTREKORDER VIR AFTREKKING VAN VAKVERENIGINGSBYDRAES.

Aan
(Naam van werkgever.)

Ek, magtig u hierby 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)
ooreenkomstig artikel 10 (b) van die Nywerheidsraad-ooreenkoms vir die Tekstielnywerheid.

Handtekening van werknemer.

Datum

Plek

- (c) Bydraes tot Raadsfondse ingevolge artikel 20 van hierdie Ooreenkoms.

- (d) Onderworpe aan die bepalinge van artikels 5 (1) en 6 (1), wanneer 'n werknemer van werk afwesig is, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid bereken op die basis van die weeklikse besoldiging wat sodanige werknemer ten tye daarvan ten opsigte van sy gewone werkure ontvang het.

- (ii) pay to him for each hour or part of an hour so worked not less than one and one-third times his ordinary wage plus night shift allowance in relation to work performed during the hours to which the allowance is applicable 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.

(b) 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 plus night shift allowance in relation to work performed during the hours to which the allowance is applicable.

7. WAGES AND OTHER EARNINGS.

Every employer shall, in relation to any or all of his employees engaged in operations covered by the relative sections of Annexures A, B, C and D pay the wages and conform to the conditions specified in the relative Annexure.

8. METHOD AND TIME OF PAYMENT OF WAGES.

(1) Save as provided in sub-section (2), all remuneration shall become due and be paid in cash weekly or if the employer and employee have 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 number if any and occupation, the number of ordinary, overtime and night shift 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 remuneration due to him not later than three working days after termination of the 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 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 be paid at the ordinary rates prescribed, provided that no payment shall accrue if such delay is less than fifteen minutes.

(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.

Employers shall pay night shift remuneration to their employees as specified and provided for in the relative Annexures A, B and D of this Agreement.

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 subscriptions due to the trade union and transmit such money 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
(Name and address of trade union.)

in accordance with section 10 (b) of the Industrial Council Agreement for the Textile Manufacturing Industry.

Signature of Employee.

Date

Place

- (c) Contributions to Council funds in terms of section 20 of this Agreement.

- (d) Subject to the provisions of section 5 (1) and section 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 remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof.

- (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 werkgever 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 werkgever betaal is wat hy by wet of regsgeeding verplig is om te betaal.
- (g) 'n Aftrekking ten opsigte van elke uur korttyd van 'n bedrag gelyk aan 1/46ste van die weeklikse besoldiging waarop 'n werknemer reg sou gehad het as hy as 'n tydwerker in diens was; met dien verstande dat minstens vier uur kennis aan 'n werknemer voor die aanvang van enige tydperk van korttyd gegee moet word, en by versuim van sodanige kennis te gee moet 'n werknemer in plaas daarvan 4/46stes van die weeklikse besoldiging betaal word waarop hy reg sou gehad het as hy gedurende sodanige tydperk gewerk het of as 'n tydwerker of as 'n stukwerker wat dieselfde klas werk verrig.
- (h) 'n Aftrekking van die gedeelte van die weeklikse besoldiging wat betrekking het op enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Geloftedag of Kersdag waarop, op versoek van die veerderheid van die werknemers, 'n werknemer nie verplig of toegelaat word om te werk nie.

11. SIEKTEVERLOF.

(i). Behoudens die bepalings van subartikels (ii) en (iii) van hierdie artikel moet 'n werkgever 'n werknemer wat een maand diens by hom gehad het en wat van werk afwesig is deur siekte of ongeluk wat nie veroorsaak is deur sy eie wangedrag en nie binne die bestek van die Ongevallewet, 1941, val nie—

- (a) in die geval van die werknemer wat 'n sewedaagse week werk, 14 weekdae;
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, 12 weekdae; en
- (c) in die geval van 'n werknemer wat 'n vyfdaagse week werk, 10 weekdae;

siekteverlof gedurende enige jaar diens by hom, toestaan en hom die loon betaal wat hy sou ontvang het as hy gedurende die verlof gewerk het, met dien verstande dat die werkgever eers kan eis dat 'n sertifikaat voorgelê word wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur van die siekte of ongeluk aantoon en verklaar dat die werknemer gedurende daardie tyd ongeskik vir werk was.

(ii) As 'n werkgever, ter nakoming van enige wet, ambulans-, hospitaal-, mediese, chirurgiese en/of ander koste betaal ten opsigte van 'n werknemer in sodanige wet genoem, mag die bedrag wat aldus betaal is, afgetrek word van besoldiging verskuldig ingevolge subartikel (i) van hierdie artikel, maar nie van enige ander besoldiging aan die werknemer verskuldig nie.

(iii) Die bepalings van subartikel (i) is nie van toepassing op 'n werknemer wat 'n bydraer is tot 'n siektebystand- of voorsorgfonds waartoe die werkgever nie minder as die werknemer bydra nie en wat bestaan op grond van 'n ooreenkoms tussen die werkgever en sommige van of al sy werknemers of die vakvereniging en uit welke fonds die werknemer geregtig is om, as hy afwesig is van werk as gevolg van siekte of ongeluk, minstens 30s. per week vir minstens vier weke per jaar te ontvang en/of sodanige ander voordele in enige jaar van altesaam minstens die bedrag van twee weke se loon ten opsigte van afwesigheid in omstandighede wat wesenlik nie minder gunstig vir die werknemer is as dié wat in subartikel (i) voorgeskryf word nie.

(iv) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in artikel 5 (6).

12. OORPAKKE EN HANDSKOENE.

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

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

(3) Ingeval die dra van beskermende klere voorgeskryf word ingevolge die Fabriekswet, 1941, moet sodanige klere deur die werkgever kosteloos aan die werknemer verskaf word.

13. KONTRAKBASIS.

Die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, is weekliks, en behalwe soos bepaal in artikels 5, 10 en 15 van hierdie Ooreenkoms, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in aanhangsels A, B, C en D voorgeskryf word vir 'n werknemer van sy klas as 'n tydwerker of indien 'n stukwerker asof hy 'n tydwerker was, of hy in daardie week die maksimum getal gewone ure voorgeskryf in artikel 4 (1) van hierdie Ooreenkoms of minder gewerk het.

- (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 remuneration 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-sixths of the weekly remuneration 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 of the proportion of weekly remuneration which relates to any public holiday other than New Year's Day, Good Friday, Day of the Covenant or Christmas Day on which, at the request of the majority of the employees, an employee is not required or permitted to work.

11. SICK LEAVE.

(i) Subject to the provisions of sub-sections (ii) and (iii) of this section an employer shall grant to an employee who has had one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct and is not within the scope of 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 the wages he would have received had he worked during the period of leave, provided that the employer may first request the production of a certificate signed by a registered medical practitioner showing the nature and duration of the sickness or accident and stating that the employee was unfit for work during that period.

(ii) If an employer in compliance with any law pays ambulance, hospital, medical, surgical and/or other charges in respect of an employee referred to in such law the amount so paid may be set off against the payments due in terms of sub-section (i) of this section, but not against any other payment due to the employee;

(iii) The provisions of sub-section (i) shall not apply to an employee who is a contributor to a sick benefit or provident fund to which the employer contributes not less than the employee and which exists by virtue of an agreement between the employer and some or all of his employees or the trade union and from which fund the employee is entitled, if absent from work because of sickness or accident, to receive not less than 30s. per week for not less than four weeks per annum and/or such other benefits in the aggregate in any one year not less than the amount of two weeks' wages in respect of absence in circumstances substantially not less favourable to the employee than those prescribed in sub-section (i).

(iv) For the purpose of this clause the expression "employment" shall have the same meaning as in section 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 sections 5, 10 and 15 of this Agreement, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in Annexures A, B, C and D for an employee of his class as a time-worker or if a piece-worker as if he were a time-worker, whether he has in that week worked the maximum number of ordinary hours prescribed in section 4 (1) of the Agreement or less.

14. DIFFERENSIËLE LOON.

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

- (a) 'n hoër loon as dié van sy eie graad; of
- (b) 'n stygende loonskaal wat in 'n hoër loon eindig as dié wat vir sy eie graad voorgeskryf word;

moet aan sodanige 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 sodanige werknemer in 'n week gewerk;
- (ii) in die geval genoem in paragraaf (b) teen 'n skaal vir elke uur gelyk aan die weekloon voorgeskryf vir 'n werknemer van sy klas plus 30 persent gedeel deur die getal gewone ure deur sodanige werknemer in 'n week gewerk; met dien verstande dat sodanige werknemer nie reg het op 'n totale bedrag ten opsigte van die dag, waarop hy sodanige werk verrig, wat groter is as die bedrag wat 'n gekwalifiseerde werknemer in sodanige hoërklas sou toegekome het of met dien verstande dat ingeval die enigste verskil tussen klasse gebaseer word op ondervinding, geslag of ouderdom, die bepaling van hierdie subartikel nie van toepassing is nie.

15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet gedurende die eerste vier weke diens minstens 24 uur en daarna minstens een week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig, of die werkgewer moet in plaas daarvan minstens die volgende betaal—

- (a) in die geval van 24 uur kennis die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, met inbegrip van lewenskostoelae, 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, en vir die toepassing van hierdie bepaling moet 'n stukwerker as 'n tydwerker beskou word;
- (b) in die geval van 'n week kennisgewing minstens die weekloon, met inbegrip van lewenskostoelae, wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, en vir die toepassing van hierdie bepaling word 'n stukwerker as 'n tydwerker beskou;

met dien verstande dat dit nie die volgende raak nie—

- (i) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om enige rede te beëindig wat by wet as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as een week;
- (iii) die reg van 'n werkgewer om 'n dienskontrak sonder kennisgewing te beëindig ingeval 'n werknemer—
 - (a) langer afwesig is as die tydperk van siekteverlof voorgeskryf in artikel 11 van hierdie Ooreenkoms, of
 - (b) in die geval van 'n werknemer wie se siekte deur 'n siektefonds ingevolge artikel 11 van hierdie Ooreenkoms gedek word, en wat afwesig is vir 'n tydperk van meer as ses weke waarin hy reg het op die betaling van siektebystand deur sodanige fonds.

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

(3) Die kennisgewing genoem in subartikel (1) word van krag van die gewone betaaldag van die werkgewer af; met dien verstande dat die tydperk van kennisgewing nie mag saamval met of dat kennis nie gegee word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens artikel 5 of afwesigheid met siekteverlof kragtens artikel 11 van hierdie Ooreenkoms nie.

16. VRYSTELLINGS.

Die Raad kan vrystelling weens goeie en voldoende rede van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige werkgewer of werknemer toestaan en moet die voorwaardes en geldigheidsduur ten opsigte van elke vrystelling vasstel. Die Raad kan enige vrystelling deur hom verleen, na een week kennisgewing intrek of die tydperk waarvoor dit verleen is, verstryk het of nie.

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

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes en termyn van vrystelling.

17. DIENSSERTIFIKAAT.

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

- (a) Naam van die werknemer voluit.
- (b) Die bedryf waarin hy in diens was en die duur van sy diens in elke bedryf.

14. DIFFERENTIAL WAGE.

An employer who requires or permits a member of one grade 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 grade for which is prescribed either—

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

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 for an employee of his class plus thirty percent 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 or provided that where the sole difference between classes is based on experience, sex or age, the provisions of this sub-section 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—

- (a) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination including cost of living allowance divided by six in the case of an employee who works a six-day week, and five in the case of an employee who works a five-day week and a piece-worker shall be deemed to be a time worker for the purpose of this provision;
- (b) in the case of a week's notice not less than the weekly wage including cost of living allowance which the employee was receiving immediately before the date of such termination and a piece-worker shall be deemed to be a time-worker for the purpose of this provision;

provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;
- (iii) the right of an employer to terminate a contract of employment without notice where an employee—
 - (a) is absent for a period in excess of the period of sick leave prescribed in section 11 of this Agreement; or
 - (b) in the case of an employee whose sickness is covered by a sick fund in terms of section 11 of this Agreement, is absent for a period in excess of six weeks during which he is entitled to the payment of sick pay by such fund.

(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-section (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 section 5 or absent on sick leave in terms of section 11 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 periods of its effect. The Council may withdraw any exemption given by it after one week's notice whether or not the period for which it was granted has expired.

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

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

17. CERTIFICATE OF SERVICE.

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

- (a) Full name of the employee;
- (b) the occupation in which he was employed and duration of his employment in each occupation;

(c) 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 menings 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, die navrae te doen, die dokumente, boeke, loonstate, betaalkoevertes en betaalkaartjies na te gaan en die persone te ondervra wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

20. UITGAWES VAN DIE RAAD.

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

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

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale som vir die betrokke maand aan die Sekretaris van die Raad op of voor die vyftiende dag van die volgende maand stuur, tesame met 'n staat wat die totale getal betrokke werknemers aantoon.

21. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgewer wat dit nie ingevolge enige vorige ooreenkoms van die Raad gedoen het nie moet binne een maand van die datum waarop die Ooreenkoms in werking tree en elke werkgewer wat tot die tekstielnywerheid na daardie datum toetree, moet binne een maand van die datum af waarop hy met werksaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad stuur—

- (a) sy naam en adres voluit;
- (b) sy besigheidsadres.

(2) As die werkgewer 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig subartikel (1) van hierdie artikel, asook die titel waaronder die vennootskap optree, ten opsigte van elke vennoot of die direkteure van die maatskappy verstrek word.

(3) Die Sekretaris van die Raad moet 'n register van werkgewers (insluitende 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 op hede die 15de dag van Julie 1954 in Durban onderteken.

P. FRAME,

Voorsitter van die Raad.

P. BEYLEVELD,

Ondervoorsitter van die Raad.

A. T. WANLESS,

Sekretaris van die Raad.

AANHANGSEL A.

AFDELING KOMBERSE EN REISKOMBERSE.

Die woordskrywings en voorwaardes hieronder gespesifiseer, is van toepassing op daardie afdeling van die nywerheid omskryf in paragrawe (a) (i) en (ii) van die woordskrywing van die Tekstielfnywerheid in artikel 3 en ingevolge artikel 7 van die Ooreenkoms.

1. WOORDSKRYWINGS.

„Masjienbediener” beteken enige werknemer wat 'n masjien bedien maar wat nie verplig is om enige belangrike meganiese verstellings te maak of enige belangrike herstelwerk uit te voer nie.

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

- Kaartsnyer (d.w.s. iemand wat kaarte van Jacquard-ontwerpe sny);
- ondersoeker van produkte vir defekte as hoofbedryf saam met weeg en aantekenings maak;

(c) 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 for the month in question to the Secretary of the Council, accompanied by a statement shewing the total number of employees concerned.

21. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer who has not done so pursuant to any previous Agreement of the Council 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 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 or a company, information in accordance with sub-section (1) of this section as well as the title under which the partnership operates shall be furnished in respect of each partner or the directors of the company.

(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 15th day of July, 1954.

P. FRAME,

Chairman of the Council.

P. BEYLEVELD,

Vice-Chairman of the Council.

A. T. WANLESS,

Secretary of the Council.

ANNEXURE A.

BLANKETS AND RUGS SECTION.

The definitions and conditions specified below apply to that section of the industry defined in paragraphs (a) (i) and (ii) of the definition of the Textile Manufacturing Industry in section 3 and pursuant to section 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 cutter (i.e. the cutter of cards from Jacquard Design);
- examiner of products for flaws as a main occupation in conjunction with weighing and recording;

fraaiingmaker aan reiskomberse of tjalties (met die hand of die verantwoordelike bediener by 'n masjien maar met uitsluiting van die gelyksny van die ente van katoenkomberse); fynspinner (d.w.s. stoeldrywer of middelbediener); drukker (d.w.s. 'n persoon wat ontwerpe met bloksjabloon of -skerm op reiskomberse of tjalties afdruk); stikker (d.w.s. met masjien met inbegrip van omboor of bind); inbinder of indraaier van kettinggarings aan ander kettinggarings; skeerder ('n persoon wat kettinggarings van keëls of kruis-spoele van 'n skeerband af maak); wewer.

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

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

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

Komers- of doekdroogmaker (met die hand of masjien) kettingboomwerker of afdraaier (d.w.s. die maak van kettinggarings van bal- of rolkettinggarings) of assistent-skeerders; ketelbediener (iemand wat ketels stook en waterhoogtes en stoomdruk instandhou); borselmasjienbediener; kalendeer- of persmasjienbediener; kan-, drom-, ring- of spilbankspinner; kardeermasjienbediener; komberse, reiskomberse of doek sny (met die hand of masjien); komberse, reiskomberse of doel vou (met die hand of masjien); assistent van fraaiingmasjienbediener; Fearnought-, Willow- of lossaammasjienbediener; aanlasser en/of afnemer by fynspinwerk; opwerkmasjienbediener; bediener van ontvet-, vol- en wateruithaalmasjien; steller van pluise aan pluismasjien; goedere skoonknip en skoonmaak voor, gedurende of na die klaarmaakproses; opwinder (d.w.s. die opwin van gare aan garingpype, kruis-spoele of keëls); skeurmasjienbediener.

„Graad II-werknemer, gekwalifiseer,” beteken 'n graad II-werknemer met minstens 1 jaar ondervinding.

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

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

Nagwag; baalmaker, merker of toewerker van pakkette; bettery- en skeerbankvuller; draer of opstawelaar van goedere, materiaal, brandstof of gerei; skoonmaker van persele of voertuie; afleweraar van goedere of boodskappe; afnemer, met of sonder die verpakking van gare; volmaker of roerder van vate in proses of die laai en ontlai van kleurmajsiene; laaier of aflaaier van goedere, materiaal, brandstof, gerei of masjinerie; sorteerder van lappe of afval; wasser of skoonmaker van masjiene; stoker van vure in ketels.

2. LONE.

(1) Werkgewer in hierdie afdeling mag nie minder lone betaal en 'n werknemer mag nie minder lone as die volgende 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 1ste drie maande diens	1 10 0
gedurende 2de drie maande diens	1 15 0
gedurende 3de 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 1ste drie maande diens	1 9 0
gedurende 2de 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 hoogste loon wat in hierdie subartikel vir 'n werknemer van sy graad en ondervinding voorgeskryf word.	

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 dienstyd in die Nywerheid, kragtens hierdie subartikel geregtig sou wees op—

fringer of rugs or shawls (by hand or the attendant in charge of a machine but not including the trimming of the ends of cotton blankets); mule spinner (i.e. head stock driver or middle minder); printer (i.e. a person impressing designs on blankets, rugs or shawls with block stencil or screen); sewer (i.e. by machine including whipping or binding); tyer-in or-twister of a warp to another warp; warper (a person making warps from cones or cheeses from a creel); weaver.

“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 dryer (by hand or machine); beamer or winder off (meaning the making of warps from ball or roller warps) or assistant warper; boiler attendant (a person engaged in firing and maintaining water levels and steam pressure of boilers); brushing machine attendant; calendering or pressing machine attendant; can, drum, ring or flyer spinner; carding machine attendant; cutting blankets, rugs or cloth (by hand or machine); folding blankets, rugs or cloth (by hand or machine); fringing machine assistant attendant; Fearnought, Willow or Opening machine attendant; piecener and/or doffer on mule spinning; raising machine attendant; scouring, milling and hydro-extracting machine attendant; teasle setter on teasle raising machine; trimming and cleaning goods either before, during or after finishing; winder (meaning the winding of yarn onto cops, cheeses or cones); tearing machine attendant;

“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.

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

Night watchman; baler, marker or sewer of packages; battery and creel filler; carrier or stacker of goods, materials, fuel or utensils; cleaner of premises or vehicles; deliverer of goods or messages; doffer, with or without the packing of yarn; filler or stirrer of vats in dyeing processes or the loading and unloading of dyeing machines; loader or unloader of goods, materials, fuel, utensils or machinery; sorter of rags or waste; washer or cleaner of machines; stoker of fires in boilers.

2. WAGES.

(1) An employer in this section shall not pay, and an employee shall not 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 highest wage prescribed in this sub-section for an employee of his grade and experience.	

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—

- (i) 'n loon van hoogstens £2. 6s. 6d. per week, moet hy van die datum van dié indiënsneming of oorpasing af 'n loon betaal word, vir 'n maksimum tydperk van drie maande, van minstens die loon vir die vorige bedryf voorgeskryf; en
- (ii) 'n loon van oor £2. 6s. 6d. per week, moet hy van die datum van dié indiënsneming of oorpasing af 'n loon betaal word, vir 'n maksimum tydperk van drie maande, van minstens £2. 6s. 6d. per week;

en daarna moet hy 'n loon 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 wanneer 'n werknemer in enige bedryf daarop geregtig geword het om die loon te ontvang wat vir 'n gekwalifiseerde werknemer in grade I of II voorgeskryf is, hy daarna nie in dieselfde of enige ander bedryf in die nywerheid heraangetel mag word teen minder as die loon wat vir 'n gekwalifiseerde werknemer in sodanige werk voorgeskryf is nie.

'n Werknemer wat op die datum van publikasie 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 werkgever verrig.

(2) *Besoldiging vir oortyd.*—'n Werkgever moet aan sy werknemer ten opsigte van elke uur of gedeelte van 'n uur oortyd-besoldiging betaal teen 'n skaal van minstens—

- (a) in die geval van 'n tydwerker 'n weeklikse basiese loon plus l.k.t. gedeeltes 46, of oortydbesoldiging ooreenkomstig die Fabriekswet, 1941, na gelang van die gunstigste;
- (b) in die geval van 'n stukwerker stukwerksskale plus l.k.t. of oortydbesoldiging ooreenkomstig die Fabriekswet, 1941, na gelang van die gunstigste.

3. NAGSKOFTOELAE.

'n Werkgever moet nagskofbesoldiging aan sy werknemers op die volgende grondslag betaal:—

- (a) As twee skofte in enige tydperk van 24 uur in 'n fabriek 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 sodanige tyd as wat tussen die ure 8 nm. en 6 vm. gewerk word.
- (b) As drie skofte in enige tydperk van 24 uur in enige fabriek 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 sodanige tyd as wat tussen die ure 8 nm. en 6 vm. gewerk word, behalwe dat as die werknemers 'n weeklikse skof werk wat in rotasie wissel, net vir daardie skof wat die grootste gedeelte van die tyd tussen die ure 8 nm. en 6 vm. omvat, 'n bykomende bedrag betaal moet word van 10 persent, bereken op die basiese loon verskuldig ten opsigte van alle ure gedurende daardie skof gewerk, maar in die geval van twee van die drie skofte wat ewe groot hoeveelhede tyd tussen die ure 8 nm. en 6 vm. omvat, moet net vir die laaste van die twee skofte 'n bykomende bedrag betaal word van 10 persent bereken op die basiese loon verskuldig ten opsigte van alle ure gedurende daardie skof gewerk.
- (c) Die bepalinge van hierdie artikel is nie op wagte van toepassing nie.

4. BASIS VAN LOONBEREKENING.

Behalwe waar dit andersins spesifiek bepaal word, moet die voorgeskrewe loon van 'n tydwerker as die basis van loonberekening geneem word vir die doel om ingevolge hierdie Ooreenkoms enige aftrekkings van die weekloon van 'n werknemer te bereken of om tydbesoldiging aan 'n stukwerker of oortydbesoldiging te bereken.

5. LEWENSKOSTETOELAE.

(a) 'n Werknemer in hierdie afdeling van die nywerheid wat 'n basiese loon van tot en met £6 per week betaal word, het reg op en moet 'n lewenskostoelae van 65 persent van sy weeklikse verdienste, met inbegrip van oortyd en nagskoftoelae, as hy 'n tydwerker is, betaal word; of in die geval van 'n stukwerker, sy weeklikse verdienste met inbegrip van bonus/stukwerkbesoldiging, nagskoftoelae en oortyd. Sodanige toelae moet verhoog of verminder word met 2½ persent vir elke voltooië 2.5 punte waarby die kwartaallike gemiddelde van die kleinhandelprysindeks-syfer die gemiddelde 165.9 punte oorskry of daaronder daal, na gelang van die geval. Dié maksimum betaalbare toelae is 90 persent.

(b) Aanpassings in die lewenskostoelae word van krag van die eerste betaaldag af in die maand wat volg op die publikasie van die kleinhandelprysindeks-syfer vir die maand Maart, Junie, September of Desember, na gelang van die geval en vir die toepassing van subartikel (a) hiervan word hierdie syfer as die kleinhandelprysindeks-syfer vir die daaropvolgende kwartaal beskou.

(c) Ondanks andersluidende bepalinge in hierdie artikel is 'n werknemer daarop geregtig om en moet hy ingevolge Oorlogsmaatreël No. 43 van 1942, of enige wysiging daarvan, besoldig word as die bedrag van die lewenskostoelae aan 'n werknemer ingevolge hierdie paragraaf betaalbaar, minder is as die bedrag aan sodanige werknemer betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, of enige wysiging daarvan, of as 'n werknemer 'n basiese loon van meer as £6 per week betaal word.

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

- (i) 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
- (ii) 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 or any other occupation in the industry 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 remuneration at a rate of not less than—

- (a) in the case of a time-worker, weekly basic wage plus c.o.l.a. divided by forty-six or overtime payment in terms of the Factories, Machinery and Building Work Act, 1941, whichever is the more favourable; and
- (b) in the case of a piece-worker piece-rates plus c.o.l.a. or overtime payment in terms of the Factories, Machinery and Building Work Act, 1941, whichever is the more favourable.

3. NIGHT SHIFT ALLOWANCE.

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) 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 later 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) The provisions of this section shall not apply to watchmen.

4. BASIS OF COMPUTING WAGES.

Except where otherwise specifically provided, 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.

5. COST OF LIVING ALLOWANCE.

(a) An employee in this 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 earnings, including overtime and night shift allowance, if he is a time-worker; or, in the case of a piece-worker, his weekly earnings including bonus/piece-work payments, night shift allowance and overtime. Such allowance shall be increased or decreased by 2½ per cent for each completed 2.5 points by which the quarterly average of the retail price index number exceeds or falls below the mean 165.9 points as the case may be. The maximum allowance payable shall be 90 per cent.

(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 and this number shall for the purposes of sub-section (a) hereof be deemed to be the retail price index number for the succeeding quarter.

(c) Notwithstanding anything to the contrary contained in this section, 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.

6. 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 d.e tydperk aan te bied nie.

7. STUKWERK OF TAAKWERK.

(a) Taakwerk is verbode; met dien verstande dat minimum ver- eistes wat vasgestel is in verband met die betaling van stukwerk- skale nie as taakwerk beskou moet word nie.

(b) 'n Werknemer in diens as 'n stukwerker moet besoldig word teen die skale waarop die werkgewer en die werknemer ooreen- gekom het, maar dié besoldiging mag nie minder wees as dié wat hy geregtig sou gewees het om te ontvang as hy 'n tyd- werker in diens was nie.

(c) 'n Lys van die stukwerksskale wat van tyd tot tyd in enige inrigting van toepassing is, moet op 'n opvallende plek in die inrigting opgeplak word en mag nie verander word nie behalwe na een week kennisgewing. Wysigings kan by ooreenkoms op versoek van of die werkgewer of die werknemer aangebring word.

AANHANGSEL B.

AFDELING KAFFERLAKENGOED.

Die woordskrywings en voorwaardes hieronder gespesifiseer is van toepassing op daardie afdeling van die nywerheid wat omskryf is in paragrawe (b) (i) en (ii) van die woordskrywings van die Tekstielnywerheid in artikel 3 en ooreenkomstig artikel 7 van die ooreenkoms.

1. WOORDSKRYWINGS.

„Masjienbediener” beteken enige werknemer wat 'n masjien bedien maar wat nie verplig is om enige belangrike meganiese verstelling te maak of enige belangrike herstelwerk uit te voer nie.

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

Ondersoeker van produkte vir defekte as 'n hoofbedryf saam met weeg en aantekeninge maak;
fynspinner (d.w.s. stoeldrywer of middelbediener);
drukker (d.w.s. 'n persoon wat ontwerpe met bloksjabloon of -skerm op kafferlakengoed afdruk);
inbinder of indraaier van 'n kettinggaring aan ander ketting- garings;
skeerder ('n persoon wat kettinggarings van keëls of kruis- spoele van 'n skeerbank af maak);
wewer.

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

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

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

Doekdroogmaker (met die hand of masjien);
kettingboontwerker of afdraaier (d.w.s. die maak van ketting- garings van een of meer voorbereide kettingbome of van bal- of rolkettinggarings) of assistent-skeerder;
ketelbediener (d.w.s. ketels stook en waterhoogtes en stoom- druk in ketels instandhou);
borselmasjienbediener;
kalandeer- of persmasjienbediener;
kan-, drom-, ring- of spilbankspinner;
kardeermasjienbediener;
doek sny (met die hand of masjien);
doek vou (met die hand of masjien);
Fearnought-, Willow- of losslaanmasjienbediener;
aanlasser en/of afnemer by fynspinwerk;
opwerkmasjienbediener;
bediener van onvet-, en wateruithaalmasjien;
steller van pluise op pluismasjien;
skeurmasjienbediener;
goedere skoonknip en skoonmaak voor, gedurende of na die klaarmaakproses;
opwinder (d.w.s. die opwin van gare op garingpype, kruis- spoele of keëls).

„Graad II-werknemer, gekwalifiseer,” beteken 'n graad II-werk- nemer met minstens 1 jaar ondervinding.

„Graad II-werknemer, ongekwalifiseer,” beteken 'n graad II- werknemer met minder as 1 jaar ondervinding.

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

Nagwag;
baalmaker, merker of toewerker van pakette;
battery- en skeerbankvuller;
draer of opstawelaar van goedere, materiaal, brandstof of gerei;
skoonmaker van persele of voertuie;
afleweraar van goedere of boodskappe;
afnemer, met of sonder die verpakking van gare;
Volmaker of roerder van vate in kleurprosesse of die laai en ontlai van kleurmasjien;
sorteerder van lappe of afval;
wasser of skoonmaker van masjien;
Laaier of aflaaiër van goedere, materiaal, brandstof, gerei of masjinerie;
stoker van vure in ketels.

6. 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.

7. PIECE-WORK OR TASK-WORK.

(a) Task-work is prohibited, provided that minimum pre- requisites established in connection with the payment of piece- work rates 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. Alterations may be made by agreement at the request of either employer or employee.

ANNEXURE B.

KAFFIR SHEETING SECTION.

The definitions and conditions specified below apply to that section of the Industry defined in paragraphs (b) (i) and (ii) of the definition of the Textile Manufacturing Industry in section 3 and pursuant to section 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:—

Examiner of products for flaws as a main occupation in conjunction with weighing and recording;
mule spinner (i.e. head stock driver or middle minder);
printer (i.e. a person impressing designs on kaffir sheeting with block stencil or screen);
tyer-in or twister of a warp to another warp;
warper (a person making warps from cones or cheeses from a creel);
weaver.

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

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

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

Cloth dryer (by hand or machine);
beamer or winder off (meaning the making of warps from one or more prepared beams or from ball or roller warps) or assistant warper;
boiler attendant (meaning firing, maintenance of water levels and steam pressure of boilers);
brushing machine attendant;
calendering or pressing machine attendant;
can, drum, ring or flyer spinner;
carding machine attendant;
cutting cloth (by hand or machine);
folding cloth (by hand or machine);
Fearnought, Willow or Opening machine attendant;
piecener and/or doffer on mule spinning;
raising machine attendant;
scouring and hydro-extracting machine attendant;
teasel setter on teasel raising machine;
tearing machine attendant;
trimming and cleaning goods either before, during or after finishing;
winder (meaning the winding of yarn onto cops cheeses or cones).

“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.

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

Night watchman;
baler, marker, or sewer of packages;
battery and creel filler;
carrier or stacker of goods, materials, fuel or utensils;
cleaner of premises or vehicles;
deliverer of goods or messages;
doffer, with or without the packing of yarn;
filler or stirrer of vats in dyeing processes or the loading and unloading of dyeing machines;
sorter of rags or waste;
washer or cleaner of machines;
loader or unloader of goods, materials, fuel, utensils or machinery;
stoker of fires in boilers.

2. LONE.

(1) Werkgewer in hierdie afdeling mag nie minder lone betaal en 'n werknemer mag nie minder lone as die volgende 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 eerste drie maande diens	1	10	0	
gedurende tweede drie maande diens	1	15	0	
gedurende 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 eerste drie maande diens	1	9	0	
gedurende tweede drie maande diens	1	14	0	
gedurende die 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 hoogste loon wat in hierdie subartikel vir 'n werknemer van sy graad en ondervinding voorgeskryf word.

Met dien verstande dat as 'n werknemer wat voorheen in enige ander 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 dienstyd 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 af 'n loon betaal word, vir 'n maksimum tydperk van drie maande, van minstens die loon vir die vorige bedryf voorgeskryf;
- 'n loon van oor £2. 6s. 6d. per week, moet hy van die datum van dié indiensneming of oorpasing af 'n loon betaal word, vir 'n maksimum tydperk van drie maande, van minstens £2. 6s. 6d.;

en daarna moet hy 'n loon 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 wanneer 'n werknemer in enige bedryf daarop geregtig geword het om die loon te ontvang wat vir 'n gekwalifiseerde werknemer in grade I of II voorgeskryf is, hy daarna nie in dieselfde of enige ander bedryf in die nywerheid heraangetel mag word teen minder as die loon wat vir 'n gekwalifiseerde werknemer in sodanige werk voorgeskryf is nie.

'n Werknemer wat op die datum van publikasie van hierdie Ooreenkoms in diens is teen 'n loonskaal wat vir hom gunstiger is as die 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) *Besoldiging vir oortyd.*—'n Werkgewer moet sy werknemer ten opsigte van elke uur of gedeelte van 'n uur oortyd deur hom gewerk, besoldiging betaal teen 'n skaal van minstens—

- in die geval van 'n tydwerker, 'n weeklikse basiese loon plus l.k.t. gedeeltes 46, of oortydbesoldiging ooreenkomstig die Fabriekswet, 1941, na gelang van die gunstigste; en
- in die geval van 'n stukwerker, stukwerkskale plus l.k.t. of oortydbesoldiging ooreenkomstig die Fabriekswet, 1941, na gelang van die gunstigste.

3. NAGSKOFTOELAE.

'n Werkgewer moet nagskofbesoldiging aan sy werknemers op die volgende grondslag betaal:—

- As twee skofte in enige tydperk van 24 uur in enige fabriek 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 sodanige tyd as wat tussen die ure 8 nm. en 6 vm. gewerk word.
- As drie skofte in enige tydperk van 24 uur in enige fabriek 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 sodanige tyd as wat tussen die ure 8 nm. en 6 vm. gewerk word behalwe dat as die werknemers 'n weeklikse skof werk wat in rotasie wissel, net vir daardie skof wat die grootste gedeelte van die tyd tussen die ure 8 nm. en 6 vm. omvat, 'n bykomende bedrag betaal word van 10 persent bereken op die basiese loon verskuldig ten opsigte van alle ure gewerk gedurende daardie skof, maar in die geval van twee van die drie skofte wat ewe groot hoeveelhede tyd tussen die ure 8 nm. en 6 vm. omvat moet net vir die laaste 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.
- Lewenskostetoelae is nie betaalbaar op die bykomende bedrag van 10 persent wat aan werknemers ten opsigte van nagskofte verskuldig is nie.

2. WAGES.

(1) An employer in this section shall not pay, and an employee shall not accept wages less than the following and shall observe all the conditions 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 highest wage prescribed in this sub-section for an employee of his grade and experience.				

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 or any other occupation in the industry 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 section 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 worked by him, remuneration at a rate of not less than—

- in the case of a time-worker, weekly basic wage plus c.o.l.a. divided by forty-six or overtime payment in terms of the Factories, Machinery and Building Works Act, 1941, whichever is the more favourable; and
- in the case of a piece-worker piece-rates plus c.o.l.a. or overtime payment in terms of the Factories, Machinery and Building Works Act, 1941, whichever is the more favourable.

3. NIGHT SHIFT ALLOWANCE.

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

- 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.
- 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 later 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.
- 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) Die bepalinge van hierdie artikel is nie op wage van toepassing nie.

4. BASIS VAN LOONBEREKENING.

Behalwe waar dit andersins spesifiek bepaal word, moet die voorgeskrewe loon van 'n tydwerker as die basis van die loonberekening geneem word vir die doel om enige aftrekkings van die weekloon van 'n werknemer ingevolge hierdie ooreenkoms te bereken of om tydbesoldiging aan 'n stukwerker of oortydbesoldiging te bereken.

5. LEWENSKOSTETOELAE.

Gedurende die looptyd van hierdie ooreenkoms moet elke werkgewer op elke betaaldag aan die werknemer, benewens die loon in artikel 2 hiervan voorgeskrif, 'n lewenskostetoelae betaal teen die skale gespesifiseer by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig.

6. VERSEKERING VAN LONE INGEVAL VAN BRAND.

Die werkgewers moet wernemers vir 'n tydperk van minstens ses weke teen verlies van lone as gevolg van brand verseker as die werkgewer nie in staat is om werk gedurende sodanige tydperk te verskaf nie.

7. STUKWERK OF TAAKWERK.

(a) Taakwerk is verbode, met dien verstande dat minimum vereistes wat vasgestel is in verband met die betaling van stukwerk-skaie nie as taakwerk beskou moet word nie.

(b) 'n Werknemer wat as 'n stukwerker in diens is moet betaal word teen die skale waarvoor tussen die werkgewer en die werknemer ooreengekom is, maar sodanige besoldiging mag nie minder wees as dié waarop hy reg sou gehad as hy as 'n tydwerker in diens was nie.

(c) 'n Lys van die stukwerkskaie wat van tyd tot tyd in enige inrigting van toepassing is moet op 'n opvallende plek in die inrigting opgeplak word en mag nie verander word nie behalwe na een week kennisgewing. Enige sodanige veranderings kan by ooreenkoms op versoek van die werkgewer of die werknemer aangebring word.

AANHANGSEL C.

AFDELING SEIL EN SEILDOEK EN SEILBANDE EN RUWE SEIL.

Die woordomsrywings en voorwaardes hieronder gespesifiseer is van toepassing op daardie afdeling van die Nywerheid wat omskrif is in paragraaf (c) van die woordomskriving van die Tekstielnywerheid in artikel 3 en ingevolge artikel 7 van die Ooreenkoms.

1. WOORDOMSKRYWINGS.

„Masjienbediener” beteken enige werknemer wat 'n masjien bedien maar wat nie verplig is om enige belangrike meganiese verstellings te maak of enige belangrike herstelwerk uit te voer nie.

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

Ondersoeker van produkte vir defekte as 'n hoof bedryf saam met weeg en aantekeninge maak;
verpakker;
inbinder of indraaier van 'n kettinggaring aan 'n ander kettinggaring;
skeerder ('n persoon wat kettinggarings van keëls of kruis-spoele of van 'n skeerbank af maak);
wewer.

„Graad I-werknemer, gekwalifiseer,” beteken 'n graad I-werknemer met minstens 18 maande ondervinding.

„Graad I-werknemer, ongekwalifiseer,” 'n graad I-werknemer met minder as 18 maande ondervinding.

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

Kettingboomwerker of afdraaier (d.w.s. die maak van kettinggaring van een of meer voorbereide kettingbome of van bal of rolkettinggarings) of assistent-skeerder; Kalandeer- of persmasjienbediener.

„Graad II-werknemer, gekwalifiseer,” beteken 'n graad II-werknemer met minstens 12 maande ondervinding.

„Graad II-werknemer, ongekwalifiseer,” beteken 'n graad II-werknemer met minder as 12 maande ondervinding.

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

Nagwag;
baalmaker, merker of toewerker van pakette;
battery- en skeerbankvuller;
draer of opstawelaar van goedere, materiaal, brandstof of gerei;
skoonmaker van persele of voertuie;
aflieweraar van goedere of boodskappe;
afnemer;
volmaker of roerder van vate in kleurprosesse of die laai of ontlaai van kleumasjiene;
laaier of aflaaier van goedere, materiaal, brandstof, gerei en masjinerie;
sorteerder van lappe of afval;
wasser of skoonmaker van masjinerie;
stoker van vure in ketels.

(d) The provisions of this section shall not apply to watchmen.

4. BASIS OF COMPUTING WAGES.

Except where otherwise specifically provided, 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.

5. COST OF LIVING ALLOWANCE.

Every employer shall during the currency of this Agreement, in addition to the wages prescribed in section 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. 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.

7. PIECE-WORK OR TASK-WORK.

(a) Task-work is prohibited, provided that minimum prerequisites established in connection with the payment of piece-work rates 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. Any such alterations may be made by agreement at the request of employer or employee.

ANNEXURE C.

CANVAS AND DUCK AND TAPES AND WEBBING SECTION.

The definitions and conditions specified below apply to that section of the Industry defined in paragraph (c) of the definition of the Textile Manufacturing Industry in section 3 and pursuant to section 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:—

Examiner of products for flaws as a main occupation in conjunction with weighing and recording;
packer;
tyer-in or twister of a warp to another warp;
warper (a person making warps from cones or cheeses from a creel);
Weaver.

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

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

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

beamer or winder off (i.e. the making of warps from one or more prepared beams or from ball or roller warps) or assistant warper;
calendering or pressing machine attendant;

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

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

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

Night watchman;
baler, marker or sewer of packages;
battery and creel filler;
carrier or stacker of goods, materials, fuel or utensils;
cleaner of premises or vehicles;
deliverer of goods or messages;
doffer;
filler or stirrer of vats in dyeing processes or the loading and unloading of dyeing machines; loader or unloader of goods, materials, fuel, utensils and machinery;
sorter of rags or waste;
washer or cleaner of machines;
stoker of fires in boilers.

2. LONE.

(1) 'n Werkgewer in hierdie afdeling mag nie minder lone betaal en 'n werknemer mag nie minder lone as die volgende aanneem nie en moet al die voorwaardes nakom wat in hierdie artikel opgenoem word:—

	Per week.
	£ s. d.
Graad I-werknemer, gekwalifiseer	2 10 0
Graad I-werknemer, ongekwalifiseer—	
gedurende 1ste drie maande ondervinding	1 5 0
gedurende 2de drie maande ondervinding	1 7 6
gedurende 3de drie maande ondervinding	1 12 6
gedurende 4de drie maande ondervinding	1 17 6
gedurende die volgende ses maande ondervinding	2 2 6
daarna	2 10 0
Graad II-werknemer, gekwalifiseer	2 1 3
Graad II-werknemer, ongekwalifiseer—	
gedurende 1ste drie maande	1 7 6
gedurende 2de drie maande ondervinding	1 10 3
gedurende die volgende ses maande ondervinding	1 15 9
daarna	2 1 3
Graad III-werknemer	1 15 9
Werknemers nie, elders genoem nie	2 1 3

Los werknemer—vir elke dag of gedeelte van 'n dag diens, een-vyfde van die hoogste loon voorgeskryf in hierdie subartikel vir 'n werknemer van sy graad en ondervinding.

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 sodanige indiensneming of oorpasing, om rede van sy vorige diens in die nywerheid, kragtens hierdie subartikel geregtig sou wees op—

- 'n loon hoogstens £2. 1s. 3d. per week, moet hy van die datum van sodanige indiensneming of oorpasing af 'n loon betaal word, vir 'n maksimum tydperk van drie maande, van minstens die loon wat vir sodanige vorige bedryf voorgeskryf was; en
- 'n loon van meer as £2. 1s. 3d. per week, moet hy van die datum van sodanige indiensneming of oorpasing af 'n loon betaal word, vir 'n maksimum tydperk van drie maande, van minstens £2. 1s. 3d. per week;

en daarna moet hy 'n loon betaal word volgens die skaal voorgeskryf vir die bedryf waarvoor hy in diens geneem is of waarheen hy oorgeplaas is.

Met dien verstande verder dat as 'n werknemer in enige bedryf daarop geregtig geword het om die loon te ontvang wat vir 'n gekwalifiseerde werknemer in Graad I en II voorgeskryf word, hy daarna nie weer vir dieselfde of enige ander werk in dieselfde nywerheid in diens geneem mag word teen minder as die loon wat vir 'n gekwalifiseerde werknemer in sodanige bedryf voorgeskryf is nie.

'n Werknemer wat op die datum van publikasie van hierdie ooreenkoms in diens is teen loonskale wat gunstiger vir hom is as die wat in hierdie artikel vir 'n werknemer van sy klas voorgeskryf word moet steeds sodanige loon ontvang terwyl hy dieselfde dienste vir sy werkgewer verrig.

(2) *Besondiging vir oortyd.*—Werkgewer moet aan sy werknemers ten opsigte van elke uur of gedeelte van 'n uur oortyd deur hom gewerk, besondiging betaal teen 'n skaal van minstens—

- in die geval van 'n tydwerker, 1½ maal sy weekloon gedeel deur 46, of oortydbesondiging ingevolge die Fabriekswet, 1941, watter ook al die gunstigste is; en
- in die geval van 'n stukwerker 1½ maal die stukloon of oortydbesondiging ingevolge die Fabriekswet, 1941, watter ook al die gunstigste is.

3. BASIS VAN LOONBEREKENING.

Behalwe waar dit andersins spesifiek bepaal word moet die voorgeskrewe loon van 'n tydwerker as die basis van berekening geneem word vir die doel om enige aftrekkings van die weekloon van 'n werknemer kragtens hierdie Ooreenkoms te bereken of om tydbesondiging aan 'n stukwerker of oortydbesondiging te bereken.

4. LEWENSKOSTETOELAE.

Elke werkgewer moet gedurende die looptyd van hierdie Ooreenkoms op elke betaaldag aan die werknemer, benewens die lone voorgeskryf in artikel 2 hiervan, 'n lewenskostoelae betaal teen die skale gespesifiseer by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig.

5. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Die werkgewers moet werknemers vir 'n tydperk van minstens vir ses weke teen verlies van lone as gevolg van brand verseker as die werkgewer nie in staat is om werk gedurende sodanige tydperk te verskaf nie.

6. STUKWERK OF TAAKWERK.

(a) Taakwerk is verbode, met dien verstande dat minimum vereistes wat vasgestel is in verband met die betaling van stukwerkskale nie as taakwerk beskou moet word nie.

(b) 'n Werknemer wat as 'n stukwerker in diens is moet betaal word teen die skale waarvoor tussen die werkgewer en die werknemer ooreengekom is, maar sodanige besondiging mag nie minder wees as die waarop hy reg sou gehad het as hy as 'n tydwerker in diens was nie.

2. WAGES.

(1) An employer in this section shall not pay, and an employee shall not accept wages less than the following and shall observe all the conditions enumerated in this section:—

	Per Week.
	£ s. d.
Grade I employee, qualified	2 10 0
Grade I employee, unqualified—	
during the first three months of experience	1 5 0
during the second three months of experience	1 7 6
during the third three months of experience	1 12 6
during the fourth three months of experience	1 17 6
during the next six months of experience	2 2 6
thereafter	2 10 0
Grade II employee, qualified	2 1 3
Grade II employee, unqualified—	
during the first three months of experience	1 7 6
during the second three months of experience	1 10 3
during the next six months of experience	1 15 9
Thereafter	2 1 3

Grade III employee 1 15 9
Employees not elsewhere specified 2 1 3

Casual employee: For each day or part of a day of employment, one-fifth of the highest wage prescribed in this sub-section for an employee of his grade and experience;

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. 1s. 3d. 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. 1s. 3d. 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. 1s. 3d. 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 or any other occupation in the same industry 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 section 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 employees in respect of each hour or part of an hour overtime worked by him, remuneration at a rate of not less than—

- in the case of a time-worker, one and a half times his weekly wage divided by forty-six or overtime payment in terms of the Factories, Machinery and Building Works Act, 1941, whichever is the more favourable; and
- in the case of a piece-worker, one and a half times the piece-rate or overtime payment in terms of the Factories, Machinery and Building Works Act, 1941, whichever is the more favourable.

3. BASIS OF COMPUTING WAGES.

Except where otherwise specifically provided, 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.

Every employer shall, during the currency of this Agreement, in addition to the wages prescribed in section 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.

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 minimum prerequisites established in connection with the payment of piece-work rates 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) 'n Lys van die stukwerkskale wat van tyd tot tyd in enige inrigting van toepassing is, moet op 'n opvallende plek in die inrigting opgeplak word en mag nie verander word nie behalwe na een week kennisgewing. Veranderings mag by ooreenkoms op versoek van die werkgewer of die werknemer aangebring word.

AANHANGSEL D.

AFDELING VLOK EN VELT.

Die woordomsrywings en voorwaardes hier onder gespesifiseer is van toepassing op daardie afdeling van die nywerheid wat omskryf is in paragrawe (d) (i), (ii) en (iii) van die woordomskrywing van Tekstielywerheid in artikel 3 en ingevolge artikel 7 van die Ooreenkoms.

1. WOORDOMSKRYWING.

„Assistent-voorman” beteken 'n werknemer wat die voorman by die 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 stoomman, versendingsklerk en 'n telefonis in.

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

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

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

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

„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, uitgesonderd '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 stoomman of 'n versendingsklerk in die algemeen mag help.

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

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

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

Borduurer;
kettingssteekmasjinijs;
vlokkomberser met masjien stik;
bediener van veltpersmasjien.

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

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

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

Spanner;
kaardeermasjienbediener;
klopmasjienbediener;
veselherwinmasjienbediener;
naaldmasjienbediener;
vierkantige binnevelt-omboormasjienbediener;
lymmasjienbediener;
wateruittrekeerater;
reep- of uitpluismasjienbediener;
uitklopmasjienbediener;
masjienbediener (skouerkussings met masjien sny);
meet- en rolmasjienbediener;
snymasjienbediener, uitgesonderd 'n werknemer wat skouer-kussings met masjien sny;
losslaanmasjienbediener;
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;
volmasjienbediener;
ontvetmasjienbediener;
spanraammasjienbediener;
skeermasjienbediener;
persmasjienbediener;
takelmasjienbediener;
sitkussingsstikmasjienbediener;
versamelmasjienbediener;
persrolmasjienbediener;

(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. Alterations may be made by agreement at the request of employer or employee.

ANNEXURE D.

FLOCK AND FELT SECTION.

The definitions and conditions specified below apply to that section of the industry defined in paragraphs (d) (i), (ii) and (iii) of the definition of the Textile Manufacturing Industry in section 3 and pursuant to section 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;

„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 has had 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;
tenting machine operator;
shearing machine operator;
pressing machine operator;
rigging machine operator;
seat pad stitching machine operator;
batching machine operator;
squeeze roller machine operator.

„Graad II-werknemer, gekwalifiseer,” beteken 'n graad II-werknemer met minstens nege maande ondervinding.
 „Graad II-werknemer, ongekwalifiseer,” beteken 'n graad II-werknemer met minder as nege maande ondervinding.
 „Graad III-werknemer” beteken 'n werknemer in diens in een of meer van die ondergenoemde hoedanighede of pligte:—

Naalde of spelde in naaldborde en reëpmasjiene vervang;
 lappe of afval sorteer voordat dit gesteriliseer word;
 skouerkuissings met die hand of masjiën stik;
 vasspeld;
 masjinerie olie en smeer;
 diervoertuig dryf
 skouerkuissings op 'n uittandingsmasjiën afwerk;

„Graad III-werknemer, gekwalifiseer,” beteken 'n graad III-werknemer met minstens ses maande ondervinding.
 „Graad III-werknemer, ongekwalifiseer,” beteken 'n graad III-werknemer met minder as ses maande ondervinding.
 „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 handvat van 'n handmasjiën draai;
 goedere op 'n gesteld skaal weeg;
 vou;
 tee of dergelike drankte maak;
 skouerkuissings met die hand sny;
 tuinwerk (onder toesig plant, spit, hark, grassny, strooi, meng, natmaak);
 skouerkuissings bymekaarmaak;
 spoel 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, instandhou of trek, of vuilgoed of as verwyder;
 optel, dra, verskuif of stapel;
 vlok verwyder.

„masjiënbediener” beteken 'n werknemer wat 'n kragmasjiën of 'n reeks masjiëne laat werk, bedien, aan die gang sit of tot stilstand bring en wat kleinere herstelwerk en verstellings daaraan kan doen en so 'n masjiën 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 masjiën of 'n besondere reeks masjiëne wat as 'n enkele eenheid van 'n enkele bandaandrywing werk, daardie besondere masjiën of enigeen van die masjiëne wat saamgekoppeel is, tot stilstand kan bring of stopst.

„Masjiënhandlanger” beteken 'n werknemer, uitgesonderd 'n werktuigkundige, wat kleinere herstel- of verstelwerk aan masjiënerie, installasie, geboue of ander uitrusting mag doen.
 „Werkuigkundige” beteken 'n werknemer wat 'n geskoolde vak- of ambagsman is.

„Motorvoertuigdrywer” beteken 'n werknemer in diens om 'n motorvoertuig te dryf en vir die toepassing van hierdie woordomskriving sluit „'n motorvoertuig dryf” alle bestuurtye in, asook enige tyd deur die drywer bestee terwyl hy in bevel van die voertuig is, of op werk in verband met die voertuig of die vrag en alle tydperke waarin van hom vereis word om op sy pos te bly, gereed om te dryf.

„Deeltydse motorvoertuigdrywer” beteken 'n werknemer in diens om 'n motorvoertuig vir hoogstens twee uur altesaam op 'n dag te dryf, en vir die toepassing van hierdie woordomskriving sluit „'n motorvoertuig dryf” alle bestuurtye in, asook enige tyd deur die drywer bestee terwyl hy in bevel van die voertuig is, of op werk in verband met die voertuig of die vrag.

„Opsinger” beteken 'n werknemer, uitgesonderd '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 ondervinding.

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

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

2. LONE.

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

“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 pinning 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, mowing, 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.

“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.
Voorman	7	10	0
Assistent-voorman	5	10	0
Werktuigkundige	7	9	5
Klerklike werknemer, manlik, gekwalifiseer	5	15	0
Klerklike werknemer, manlik, ongekwalifiseer—			
gedurende 1ste jaar ervaring	1	16	11
gedurende 2de jaar ervaring	2	13	1
gedurende 3de jaar ervaring	3	9	3
gedurende 4de jaar ervaring	4	5	5
gedurende 5de jaar ervaring	5	1	6
Klerklike werknemer, vroulik, gekwalifiseer	3	9	3
Klerklike werknemer, vroulik, ongekwalifiseer—			
gedurende 1ste jaar ervaring	1	16	11
gedurende 2de jaar ervaring	2	6	2
gedurende 3de jaar ervaring	2	15	5
gedurende 4de jaar ervaring	3	4	7
Fabrieksklerk, gekwalifiseer	3	9	3
Fabrieksklerk, ongekwalifiseer—			
gedurende die 1ste ses maande ervaring	2	0	0
gedurende die 2de ses maande ervaring	2	15	0
Onderbaas	2	10	0
Opsigter	5	0	0
Motorvoertuigdrywer	3	10	0
Deeltydse motorvoertuigdrywer	2	0	0
Masjienhandlanger	5	0	0
Keteloppasser verantwoordelike	4	10	0
Keteloppasser	1	17	6
Handlanger, uitgesonderd 'n masjienhandlanger	3	0	0
Wag	2	0	0
Graad I-werknemer, gekwalifiseer	3	2	6
Graad I-werknemer, ongekwalifiseer—			
gedurende 1ste ses maande ervaring	1	17	6
gedurende 2de ses maande ervaring	2	10	0
Graad II-werknemer, gekwalifiseer	2	7	6
Graad II-werknemer, ongekwalifiseer—			
gedurende 1ste drie maande ervaring	1	17	6
gedurende 2de drie maande ervaring	2	1	0
gedurende 3de drie maande ervaring	2	4	6
Graad III-werknemer, gekwalifiseer	1	19	6
Graad III-werknemer, ongekwalifiseer—			
gedurende 1ste drie maande ervaring	1	14	6
gedurende 2de 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	14	3
gedurende die 1ste ses maande ervaring	1	7	6
gedurende die 2de ses maande ervaring	1	10	0
Reisiger, gekwalifiseer	8	1	7
Reisiger, ongekwalifiseer—			
gedurende 1ste ses maande ervaring	5	15	5
gedurende 2de 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-vyfde van die hoogste loon voorgeskryf in hierdie sub-artikel vir 'n werknemer van sy graad en ondervinding.			

'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 werkgewer is.

3. BESOLDIGING VAN OORTYD.

'n Werkgewer moet 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 oortydbesoldiging 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 werkgewer moet gedurende die geldigheidsduur van hierdie Ooreenkoms, benewens die lone by klousule 2 hiervan voorgeskryf, op 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.

	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	14	3
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 highest wage prescribed in this sub-section for an employee of his grade and experience.			

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. NAGSKOFBESOLDIGING.

'n Werkgewer moet nagskofbesoldiging aan sy werknemers op die volgende grondslag betaal:—

- (a) As twee skofte in enige tydperk van 24 uur in enige fabriek 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 sodanige tyd as wat tussen die ure 8 nm. en 6 vm. gewerk word.
- (b) As drie skofte in enige tydperk van 24 uur in enige fabriek 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 sodanige tyd as wat tussen die ure 8 nm. en 6 vm. gewerk word behalwe dat as die werknemers 'n weeklikse skof werk wat in rotasie wissel, net vir daardie skof wat die grootste gedeelte van die tyd tussen die ure 8 nm. en 6 vm. omvat, 'n bykomende bedrag betaal word van 10 persent op die basiese loon verskuldig ten opsigte van alle ure gewerk gedurende daardie skof maar in die geval van 2 van die 3 skofte wat ewe groot hoeveelhede tyd tussen die ure 8 nm. en 6 vm. omvat, moet net vir die laaste 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) Die bepalings van hierdie artikel is nie op wagte van toepassing nie.

7. GETALLEVERHOUDING.

'n Werkgewer 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.

8. STUKWERK OF TAAKWERK.

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

* No. 615.] [25 Maart 1955.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

TEKSTIELNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragsens 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 Tekstielywerheid, gepubliseer by Goewermentskennisgewing No. 604 van 25 Maart 1955, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

6. NIGHT SHIFT REMUNERATION.

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

- (a) Where in a 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) 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 later 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) The provisions of this section shall not apply to watchmen.

7. 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.

8. 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. 615.] [25 March 1955.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

TEXTILE INDUSTRY, UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, 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. 604 of 25 March, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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