



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

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GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2069 21 September 1979

**WET OP NYWERHEIDSVERSOENING, 1956
TEKSTIELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Tekstielywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Januarie 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (ii) en (iii), 17 en 20, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Januarie 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (ii) en (iii), 17 en 20, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Januarie 1982 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

15318—A

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2069 21 September 1979

**INDUSTRIAL CONCILIATION ACT, 1956
TEXTILE INDUSTRY, REPUBLIC OF
SOUTH AFRICA**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Textile Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 16 January 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (ii) and (iii), 17 and 20, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 16 January 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa, excluding the Port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa excluding the Port and settlement of Walvis Bay and with effect from the first Monday after the date of publication of this notice and for the period ending 16 January 1982, the provisions of the said Agreement excluding those contained in clauses 1 (1), 2, 5 (6) (ii) and (iii), 17 and 20, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

6670—1

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE TEKSTIEL
NYWERHEID VAN DIE REPUBLIEK VAN SUID-AFRIKA

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, Wet 28 van 1956, gesluit deur en aangegaan tussen die

National Textile Manufacturers' Association

(hierna die "werkgewers" of "werkgewersorganisasie" genoem), aan die een kant, en die

Textile Workers' Industrial Union (South Africa)

(hierna die "werknemers" of "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Tekstielywerheid van die Republiek van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Republiek van Suid-Afrika uitgesonderd die hawe en nedersetting van Walvisbaai, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat by die Tekstielywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid in diens is.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel, en bly van krag tot 16 Januarie 1982 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956; "seksie komberse en reiskomberse" dié seksie van die Tekstielywerheid wat in paragraaf (a) (i) en (ii) in die omskrywing daarvan bedoel word;

"seksie seil en seilboek, seilband en growwe seil" dié seksie van die Tekstielywerheid wat in paragraaf (c) in die omskrywing daarvan genoem word;

"los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"ononderbroke diens" ononderbroke diens by dieselfde werkgewer: Met dien verstande dat diensbeëindiging vir 'n bevalling binne 'n tydperk wat vanaf vier weke voor die verwagte bevalingsdatum tot 10 weke na dié datum strek, by hervatting van diens nie 'n diensonderbreking uitmaak nie;

"Raad" die Nasionale Nywerheidsraad vir die Tekstielywerheid van die Republiek van Suid-Afrika;

"dag" 'n tydperk van 24 agtereenvolgende ure, bereken vanaf die tyd waarop die werknemer begin om die ure te werk wat in klousule 6 (1) voorgeskryf word;

"noodtoestand" 'n toestand buite die werkgewer se beheer; "bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Nywerheid in diens is;

"ondervinding", behalwe waar dit elders spesifiek bepaal word, die totale diensydperk of -tydperke wat 'n werknemer gehad het in sy besondere beroep of hoedanigheid, hetsy in die Nywerheid of elders, na gelang van die geval;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, wat beheer oor dié werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig;

"seksie vlok en vilt" dié seksie van die Tekstielywerheid wat in paragraaf (d) (i), (ii) en (iii) in die omskrywing daarvan genoem word;

"uurloon" die weekloon gedeel deur 46;

"Nywerheid" die Tekstielywerheid;

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
TEXTILE MANUFACTURING INDUSTRY OF THE
REPUBLIC OF SOUTH AFRICA

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, Act 28 of 1956, 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 Republic of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Republic of South Africa excluding the port and settlement of Walvis Bay, by all employers who are members of the employers' organisation and are engaged in the Textile Manufacturing Industry, and by all employees who are members of the trade union and are employed in the Industry.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act, and shall remain in force until 16 January 1982 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 shall include, any amendment of such Act and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, Act 28 of 1956;

"blanket 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) of the definition thereof;

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

"continuous service" means continuous service with the same employer: Provided that termination of employment for a maternity confinement within a period extending from four weeks prior to the anticipated confinement date, to 10 weeks subsequent to the date of confinement, shall on resumption of service not constitute a break in service;

"Council" means the National Industrial Council for the Textile Manufacturing Industry of the Republic of South Africa;

"day" means each period of 24 consecutive hours calculated from the time the employee commences to work the hours prescribed in clause 6 (1);

"emergency" means circumstances beyond the employer's control;

"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;

"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;

"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;

"hourly rate" means the weekly wage divided by 46;

"Industry" means the Textile Manufacturing Industry;

"seksie kafferbaai" daardie seksie van die Tekstielynerheid wat in paragraaf (b) (i) en (ii) in die omskrywing daarvan genoem word;

"bestuurder" 'n werknemer wat deur 'n werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir, en bestuur van die werksaamhede wat op die perseel van 'n fabriek verrig word, en van die werknemers wat daarby betrokke is;

"masjienbediener" 'n werknemer wat 'n masjien bedien maar van wie nie verwag word om belangrike werktuigkundige verstelwerk of belangrike herstelwerk te doen nie;

"maandloon" die weekloon vermenigvuldig met vier en een derde;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging geheel of gedeeltelik gebaseer word op die hoeveelheid of opbrengs en/of gehalte van die werk wat hy verrig het, en dit word geag enige stelsel van produksiebonusbetalings of aanvullende produksie loonbetalings in te sluit;

"stukwerker" 'n werknemer wat stukwerk verrig;

"besoldiging" die betaling in geld of *in natura* of in geld sowel as *in natura* wat aan iemand gedoen word of aan hom verskuldig is, wat op welke wyse ook al uit diens voortspruit;

"senior bestuurs-, professionele, tegniese en administratiewe personeel" werknemers wat deur die werkgewer belas word met die verrigting van werk wat verantwoordelikheid meebring vir die neem van besluite van administratiewe, professionele of tegniese aard in die bestuur van die fabriek se werksaamhede;

"korttyd" 'n tydelike vermindering van die getal gewone werkers as gevolg van 'n handelslapte, 'n tekort aan grondstowwe, die onklaarraking van uitrusting of masjinerie of 'n ander onvoorsiene noodgeval, of die vervanging van 'n flensroller aan 'n weefgetou;

"onderbestuurder" 'n werknemer wat deur 'n werkgewer belas is met die toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n afdeling of seksie van die werksaamhede van 'n fabriek wat in so 'n afdeling of seksie verrig word en van die werknemers wat daarin werksaam is;

"taakwerk" 'n bepaalde hoeveelheid werk wat 'n werknemer binne 'n sekere tyd moet voltooi in opdrag van 'n werkgewer of sy verteenwoordiger;

"Tekstielynerheid" die gesamentlike onderneming waarin werkgewer en werknemer vir enigen van die volgende doeleindes met mekaar geassosieer is:

(a) (i) Die vervaardiging, hetsy in die geheel of gedeeltelik, en volgens enige metode van welke aard ook al van alle klasse komberse, kombersstof, reiskomberse en tjalies, hetsy effe of gepluis of gekleur of andersins behandel, en met inbegrip van alle werksaamhede wat in die loop van die vervaardiging daarmee gepaard gaan en daaruit voortvloei;

(ii) die vervaardiging, volgens enige metode van welke aard ook al, met inbegrip van alle werksaamhede wat in die loop van vervaardiging daarmee gepaard gaan en daaruit voortvloei, van garing vir verkoop of volgens opdrag, indien dié garing, in die geval van kangaring, kaardgaring of mengelgaring, wanneer die massa finaal bepaal word, na maat 5 039,68 meter of minder per kilogram is, of in die geval van ander garing, 8 063,49 meter of minder per kilogram vir gebruik by die vervaardiging van die artikels genoem in paragraaf (a) (i), uitgesonderd wanneer sodanige garing deur die vervaardigers daarvan verkoop word vir die doel om ander artikels daarmee te vervaardig as dié wat in subparagraaf (i) hiervan gespesifiseer word;

(b) (i) die vervaardiging hetsy in die geheel of gedeeltelik en volgens enige metode van welke aard ook al, van kafferbaai, hetsy effe of gepluis of gekleur of bedruk of andersins behandel, en met inbegrip van alle werksaamhede wat in die loop van sodanige vervaardiging daarmee gepaard gaan en daaruit voortvloei;

(ii) die vervaardiging, volgens enige metode van welke aard ook al, met inbegrip van alle werksaamhede wat in die loop van sodanige vervaardiging daarmee gepaard gaan en daaruit voortvloei, van garing, vir verkoop of volgens opdrag, indien dié garing, wanneer die massa finaal bepaal word, na maat 8 063,49 meter of minder per kilogram is, en vir gebruik by die vervaardiging van kafferbaai, maar nie wanneer die garing 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 kettingskering, weef en/of afwerk van seil en seildoek, seilbande en growwe seil volgens enige metode van welke aard ook al, en alle werksaamhede wat in die loop van dié bedrywighede daarmee gepaard gaan en daaruit voortvloei;

"kaffir sheeting section" means that section of the Textile Manufacturing Industry referred to in paragraph (b) (i) and (ii) in the definition thereof;

"manager" means an employee charged by the employer with the overall supervision over, responsibility for, and direction of the activities carried on in the premises of a factory, and of the employees engaged therein;

"machine attendant" means any employee who attends to a machine but who is not required to make any major mechanical adjustment or effect any major repairs;

"monthly rate" means the weekly wage multiplied by four and one third;

"piece-work" means any system under which an employee's remuneration is based partially or wholly upon the quantity or output and/or quality of work done and shall be deemed to include any system of production bonus payments or production supplementary wage payments;

"piece-worker" means an employee who is engaged on piece-work;

"remuneration" means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment;

"senior managerial, professional, technical and administrative personnel" means employees who are charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative, professional or technical character in the conduct of the activities of the factory;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or other unforeseen emergency or the changing of a beam on a loom;

"submanager" means an employee charged by the employer with the supervision over, responsibility for the direction of the activities of a department, division or section of the activities of a factory carried on in such department, division or section, and of the employees engaged therein;

"task-work" means the setting by an employer or his representative 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) 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 mass-measuring in the case of worsted, woollen or mixed yarns, measure 5 039,68 metres or less to the kilogram or in the case of other yarns, 8 063,49 metres or less to the kilogram 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 subparagraph (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 mass-measuring, measure 8 063,49 metres or less to the kilogram and 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 subparagraph (i) hereof;

(c) the warping, weaving and/or finishing of canvas and duck, tapes and webbing by any process whatsoever and all operations incidental to and consequential thereon in the course of such activities;

(d) (i) die vervaardiging van vlok, watte gepapte watte, opstoppel en ondervilt volgens enige metode van welke aard ook al, met inbegrip van alle werksaamhede wat in die loop van sodanige vervaardiging daarmee gepaard gaan en daaruit voortvloei;

(ii) die vervaardiging van vilt volgens enige metode van welke aard ook al, met inbegrip van alle werksaamhede wat in die loop van sodanige vervaardiging daarmee gepaard gaan en/of daaruit voortvloei;

(iii) die vervaardiging van verbandwatte of watte volgens enige metode van welke aard ook al, met inbegrip van alle werksaamhede wat in die loop van sodanige vervaardiging daarmee gepaard gaan en daaruit voortvloei;

"tydwerker" 'n werknemer wie se besoldiging slegs op 'n tydgrondslag bepaal word;

"loon" dié gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 6 bedoel en soos vir hom voorgeskryf in klousule 2 van Aanhangsels A, B, C en D, of, waar 'n werkgewer gereeld 'n hoër bedrag aan sy werknemer betaal as dié wat ten opsigte van die gewone werkure voorgeskryf word, dié hoër bedrag;

"wag" 'n werknemer wat persele of ander eiendom bewaak, en omvat dit 'n hekwaagter.

(2) Wanneer 'n werknemer vir die toepassing van hierdie Ooreenkoms geklassifiseer word, word hy geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING

(1) Geen werkgewer mag aan enigen van sy werknemers wat betrokke is by werksaamhede wat deur die betrokke klousules van Aanhangsels A, B, C en D gedek word, laer lone betaal as dié wat in die betrokke aanhangsel voorgeskryf word nie. Alle werknemers wat ingevolge meer as een van die Aanhangsels A, B, C en D op een bepaalde dag in diens is, moet vir daardie dag teen die hoër besoldiging- of loonskaal betaal word.

Ondanks andersluidende bepalings in hierdie Ooreenkoms kan vroue, uitgesonderd vroulike klerke en vroulike werknemers wat uitsluitlik by die sorteer of uitsoek van lappe betrokke is, vir wie minimum loonskale in Aanhangsel D voorgeskryf is, in enige klas werk in diens geneem word teen minimum loonskale van hoogstens 20 persent minder as die minimum voorgeskrewe tarief: Met dien verstande dat—

(a) geen manspersoon wat in enige spesifieke klas werk geëmplojeer word deur 'n vrou teen 'n laer minimum besoldigingstarief as dié wat aan die man betaalbaar is, in sy klas werk vervang mag word nie;

(b) die besoldigingstarief wat 'n vrou wat op 20 Januarie 1978 in die Nywerheid in diens is, op daardie tydstip ontvang, nie verminder mag word nie en, indien sy 'n gekwalifiseerde werknemer in haar klas werk is en, nadat sy die Nywerheid verlaat het, later na die Nywerheid terugkeer in dieselfde klas werk, sy weer in diens geneem moet word teen minstens die besoldigingstarief wat op haar Dienssertifikaat as haar loonskaal by diensbeëindiging gespesifiseer word; en

(c) met uitsondering van vroue wat geëmplojeer word as naaldwerksters, spinners, wewers of diegene wie se besoldigingstarief nie minder is nie as die minimum tarief wat vir haar klas werk voorgeskryf is, die getal vroulike werknemers wat ingevolge hierdie subklousule teen tariewe laer as die minimum in enige bedryfsinrigting werksaam is, te gener tyd meer as 25 persent mag wees nie van die res van al die werknemers in daardie bedryfsinrigting vir wie voorsiening in hierdie Ooreenkoms gemaak word.

(2) *Los werknemers*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die hoogste loon wat vir 'n werknemer van sy graad en ondervinding voorgeskryf word.

(3) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms of enige wysigingsooreenkoms gepubliseer word, 'n gunstiger loon ontvang as dié wat vir 'n werknemer van sy klas voorgeskryf is, moet steeds minstens dié loon ontvang terwyl hy dieselfde diens vir dieselfde werkgewer verrig.

(4) *Kontrakbasis*.—Die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, is weekliks, en behoudens klousules 5 (6), 7 en 13 van hierdie Ooreenkoms, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word soos in Aanhangsels A, B, C en D vir 'n werknemer van sy klas as tydwerker voorgeskryf, of indien hy 'n stukwerker is, as sou hy 'n tydwerker wees, ongeag of hy gedurende daardie week die maksimum getal gewone ure wat in klousule 6 (1) van die Ooreenkoms voorgeskryf word, of minder, gewerk het.

(d) (i) the manufacture of flock, wadding, sized wadding, padding and 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 wage is determined on a time basis only;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 6 and as prescribed for him in clause 2 of Annexures A, B, C and D or where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed, it means such higher amount;

"watchman" means an employee engaged in guarding premises or other property, and includes a gatekeeper.

(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. REMUNERATION

(1) Every employer shall, in relation to any of his employees engaged in operations covered by the relative clauses of Annexures A, B, C and D, pay not less than the wages prescribed in the relevant Annexure. Any employee employed under more than one of the Annexures A, B, C and D on any one day, shall be paid for that day at the higher scale of remuneration or wage.

Notwithstanding any provision of this Agreement, female persons other than female clerical employees and female employees engaged exclusively in sorting or picking rags, for whom minimum rates of remuneration are prescribed in Annexure D, may be employed on any class of work at minimum rates of remuneration of not more than 20 per cent less than the minimum rate prescribed: Provided that—

(a) no male person employed on any particular class of work shall be replaced in his class of work by a female person at a lesser minimum rate of remuneration than that payable to the male;

(b) no female person employed in the Industry on 20 January 1978 shall suffer any reduction of her then current rate of remuneration and if, being a qualified employee in her class of work and, having left the Industry she subsequently returns to the Industry in the same class of work she shall be re-engaged at a rate of remuneration not less than that specified on her Certificate of Service as her rate of pay at termination of the employment; and

(c) excluding female persons employed as sewers, spinners, weavers or those whose rate of remuneration is not less than the minimum rate prescribed for her class of work, the number of female employees, employed in any establishment in terms of this subclause at rates lower than the minimum prescribed shall at no time exceed 25 per cent of the balance of all employees in that establishment for whom provision is made in this Agreement.

(2) *Casual employees*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the highest wage prescribed for an employee of his grade and experience.

(3) An employee, who at the date of publication of this Agreement or any amending agreement is employed at rates of wages more favourable to him than those prescribed for an employee of his class, shall continue to receive not less than such wages whilst performing the same service for the same employer.

(4) *Basis of contract*.—The basis of contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in clauses 5 (6), 7 and 13 of this Agreement, an employee shall be paid in respect of a week not less than the full weekly remuneration 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 clause 6 (1) of the Agreement or less.

(5) *Differensiële loon.*—(a) 'n Werkgewer wat van 'n lid van een graad van sy werknemers vereis of hom toelaat om vir meer as een uur altesaam op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander graad te verrig waarvoor of—

- (i) 'n hoër loon as dié vir sy eie graad; of
- (ii) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié vir sy eie graad;

voorgeskrif word, moet dié werknemer vir al die gewone werkure van die bedryfsinrigting op daardie dag soos volg betaal:

(aa) In die geval in subparagraaf (i) bedoel, vir elke uur teen 'n loon gelyk aan die hoër weekloon, gedeel deur die getal gewone ure wat daardie werknemer in 'n week werk;

(ab) in die geval in subparagraaf (ii) bedoel, vir elke uur teen 'n loon gelyk aan die weekloon wat vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent, gedeel deur die getal gewone ure wat daardie werknemer in 'n week werk: Met dien verstande dat so 'n werknemer nie ten opsigte van die dag waarop hy sodanige werk verrig, op 'n totale bedrag geregtig is wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou gewees het nie: Voorts met dien verstande dat indien die enigste verskil tussen klasse op ondervinding, geslag of ouderdom berus, hierdie subklousule nie van toepassing is nie.

(b) Wanneer van 'n deeltydse drywer van 'n motorvoertuig vereis of hy toegelaat word om 'n motorvoertuig vir meer as twee uur op 'n dag te dryf, moet hy ten opsigte van daardie dag minstens die voorgeskryfde loon vir 'n drywer van 'n motorvoertuig betaal word.

(6) *Berekening van lone.*—(a) Die uurloon van 'n werknemer is sy weekloon gedeel deur 46.

(b) Die maandloon van 'n werknemer is sy weekloon vermenigvuldig met vier en 'n derde.

(c) Behalwe in gevalle waar spesifiek anders in hierdie Ooreenkoms bepaal word, moet alle loonberekenings met betrekking tot aftrekkings van die weekloon van 'n werknemer, tydbetalings aan 'n stukwerker of oortydbetaling gebaseer wees op die weekloon wat vir 'n tydwerker voorgeskryf is, en breuke van sente in die resulterende berekening moet tot die volgende volle sent aangepas word.

(7) *Verandering van beroep.*—(a) Wanneer 'n werknemer (uitgesonderd 'n werknemer graad I, werknemer graad II of nie-gespesifiseerde werknemer, gekwalifiseer), wat voorheen 'n beroep in die Nywerheid beklee het, in diens geneem word in of oorgeplaas word na 'n ander beroep in die Nywerheid, moet hy vir 'n minimum tydperk van 12 weke minstens die loon ontvang waarop hy geregtig was terwyl hy voorheen aldus in diens was of voor sodanige oorplasing, na gelang van die geval, en daarna die loon wat voorgeskryf is vir die beroep waarin hy aldus in diens geneem word of waarheen hy aldus oorgeplaas word.

(b) Wanneer 'n werknemer graad I, werknemer graad II of nie-gespesifiseerde werknemer, wat in 'n besondere beroep in die Nywerheid gekwalifiseer is, weer in diens geneem word in dieselfde beroep of weer in diens geneem word in of oorgeplaas word na 'n ander beroep in die Nywerheid, moet hy vir 'n minimum tydperk van 12 weke minstens die loon betaal word waarop hy geregtig was terwyl hy voorheen aldus in diens was of voor sodanige oorplasing, na gelang van die geval, en daarna minstens die loon wat voorgeskryf is vir 'n werknemer wat gekwalifiseer is in die beroep waarin hy aldus weer in diens geneem word of waarna hy aldus oorgeplaas word.

(8) *Nagskoftoelae.*—'n Werkgewer moet op die volgende grondslag nagskoftoelae aan sy werknemers betaal:

(a) Waar daar in 'n fabriek twee skofte in 'n tydperk van 24 uur gewerk word, moet alle werkgewers wat tussen 20h00 en 06h00 'n bykomende bedrag van 10 persent van die loon betaal word ten opsigte van die tyd wat tussen 20h00 en 06h00 gewerk is.

(b) Waar daar in 'n fabriek drie skofte in 'n tydperk van 24 uur gewerk word, moet alle werknemers wat tussen 20h00 en 06h00 'n bykomende bedrag van 10 persent van die loon betaal word ten opsigte van die tyd wat tussen 20h00 en 06h00 gewerk is, behalwe dat waar werknemers weekskofte werk wat om die beurt wissel, slegs vir dié skof wat die grootste tydsbestek tussen 20h00 en 06h00 insluit, 'n bykomende bedrag van 10 persent betaal moet word, bereken volgens die loon ten opsigte van al die ure wat gedurende daardie skof gewerk is, maar in die geval van twee van die drie skofte wat gelyke tydsbestekke tussen 20h00 en 06h00 insluit, moet die bykomende bedrag van 10 persent slegs vir die laaste van die twee skofte betaal word, bereken op die loon verskuldig ten opsigte van al die ure wat gedurende daardie skof gewerk is.

(5) *Differential wage.*—(a) 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—

- (i) a wage higher than that of his own grade; or
- (ii) 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—

(aa) in the case referred to in subparagraph (i), 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;

(ab) in the case referred to in subparagraph (ii), at a rate for each hour equal to the weekly wage prescribed for an employee of his class plus 30 per cent divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class: Provided further that where the sole difference between classes is based on experience, sex or age, the provisions of this subclause shall not apply.

(b) Whenever a part-time motor vehicle driver is required or permitted to drive a motor vehicle for more than two hours on any day, he shall, in respect of that day, be paid not less than the wage prescribed for a driver of a motor vehicle.

(6) *Calculation of wages.*—(a) The hourly wage of an employee shall be his weekly wage divided by 46.

(b) The monthly wage of an employee shall be his weekly wage multiplied by four and one third.

(c) Except where otherwise specifically provided in this Agreement, all computations of wages relating to deductions from the weekly wage of an employee, time payments to a piece-worker or overtime payments shall be based on the weekly wage prescribed for a time-worker, and any fraction of a cent in the resultant calculation shall be adjusted to the cent above.

(7) *Change in occupation.*—(a) Whenever an employee (other than a Grade I, II or employee not specified, qualified) who has previously been employed in any occupation in the Industry, is engaged or transferred to work in any other occupation in the Industry, he shall be paid for a minimum period of 12 weeks not less than the wage to which he was entitled when so previously employed or before such transfer, as the case may be, and thereafter the wage prescribed for the occupation for which he is engaged or to which he is so transferred.

(b) Whenever a Grade I, II or employee not specified, qualified in any particular occupation in the Industry is re-employed in the same or re-employed in or transferred to any other occupation in the Industry he shall be paid for a minimum period of 12 weeks not less than the wage to which he was entitled when so previously employed or before such transfer, as the case may be, and thereafter not less than the wage prescribed for an employee qualified in the occupation in which he is so re-employed or to which he is so transferred.

(8) *Night-shift allowance.*—An employer shall pay night-shift allowance to his employees on the following basis:

(a) Where in any factory two shifts are worked in any period of 24 hours, all employees working between 20h00 and 06h00 shall be paid an additional amount of 10 per cent on the wage in respect of such time worked between 20h00 and 06h00.

(b) Where in any factory three shifts are worked in any period of 24 hours, all employees working between 20h00 and 06h00 shall be paid an additional amount of 10 per cent on the wage in respect of such time worked between 20h00 and 06h00 excepting that where the employees are engaged in weekly shifts which alternate in rotation, that shift only which includes the greatest portion of the time between 20h00 and 06h00 shall be paid an additional amount of 10 per cent calculated on the 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 20h00 and 06h00 the later only of the two shifts shall be paid an additional amount of 10 per cent calculated on the wage due in respect of all hours worked during that shift.

(c) Hierdie subklousule is nie van toepassing nie—

(i) op 'n bestuurder, onderbestuurder, senior bestuurs-, professionele, tegniese en administratiewe werknemer en 'n voorman wat 'n loon van meer as R138,58 per week ontvang;

(ii) op wagte.

(9) *Loonversekering in die geval van brand.*—Die werkgewer moet sy werknemers verseker teen verlies van besoldiging as gevolg van brand vir 'n tydperk van minstens ses weke indien die werkgewer nie in staat is om gedurende sodanige tydperk werk aan te bied nie.

(10) *Toekenning vir langdiens.*—'n Werknemer wat ononderbroke diens (hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms) gehad het, moet deur 'n werkgewer, vir doeleindes van alle loonberekenings buiten jaarlikse verhogings, 'n toekenning vir langdiens teen 'n koers van R1 per week na voltooiing van vyf jaar ononderbroke diens en 'n verdere R1 per week na voltooiing van 10 jaar ononderbroke diens betaal word. Hierdie toekenning moet in die geval van 'n tydwerker, benewens die loon wat vir sodanige werknemer in Bylaes A, B en C of D voorgeskryf word en as deel daarvan, en in die geval van 'n stukwerker, benewens sy weeklikse stukwerkverdienste en pro rata tot die tyd wat daar in die week gewerk is betaal word: Met dien verstande dat vroue in die landdrostdistrik Oos-Londen 'n langdienstoekenning van 80c per week vir die tweede vyf jaar ononderbroke diens betaal moet word, wat op 'n totaal van R1,80 by voltooiing van 10 jaar ononderbroke diens te staan kom, en dat mans en vroue in die landdrostdistrik Harrismith onderskeidelik 75c en 60c per week, na voltooiing van vyf jaar ononderbroke diens, betaal moet word, en onderskeidelik 'n verdere 75c en 60c na voltooiing van 10 jaar se ononderbroke diens: Voorts met dien verstande dat 'n stukwerker wat sy weeklikse kwota in enige betaalwerk bereik, sy toekenning vir langdiens, gebaseer op 46 uur vir daardie week, betaal moet word, ondanks die feit dat hy miskien nie sy volle getal gewone ure in daardie week gewerk het nie as gevolg van die werkgewer se onvermoë om sy gewone werk aan hom te verskaf.

5. BETALING VAN BESOLDIGING

(1) Behoudens subklousule (2), is alle besoldiging weekliks verskuldig en moet dit in kontant betaal word, of maandeliks indien die werkgewer en werknemer skriftelik aldus ooreengekom het, of by diensbeëindiging indien dit voor die werknemer se gewone betaaldag geskied, en moet dit ingesluit wees in 'n koeverf of ander houder wat vergesel moet gaan van 'n staat wat die volgende aandui: Die werkgewer en die werknemer se name; die werknemer se nommer (as daar is) en sy beroep; totale getal ure gewerk; die besoldiging verskuldig ten opsigte van gewone tyd, oortyd en nagskoftoelae; 'n aanduiding van die grondslag van die toekenning vir langdiens, indien daar is; bedrae wat afgetrek is en die tydperk ten opsigte waarvan die betaling geskied.

(2) Die besoldiging wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, moet ten opsigte van elke week voor of op die derde dag na die einde van die werkweek aan hom betaal word. Los werknemers moet onmiddellik by diensbeëindiging betaal word.

(3) 'n Werknemer moet sy besoldiging gedurende sy werkeure ontvang en vir alle tyd wat verstryk tussen die beëindiging van die gewone werkeure van oortydure en die tyd wanneer die betaling aan hom gedoen word, moet hy besoldig word teen die gewone voorgeskrewe skale: Met dien verstande dat geen betaling oploop indien sodanige vertraging minder as 15 minute duur nie.

(4) Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning van sy werkgewer of by 'n plek deur hom aangewys, te aanvaar nie of om goederde van hom of van 'n winkel deur hom aangewys, te koop nie.

(5) Geen bedrag mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom ontvang word ten opsigte van die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra nie.

(6) *Aftrakkings.*—'n Werknemer mag nie boetes opgelê word nie en geen bedrae van enige aard mag van 'n werknemer se besoldiging afgetrek word nie, uitgesonderd die volgende:

(a) Tensy onbestaanbaar met 'n wet, en met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, versekerings-, pensioen-, voorsorg-, spaar- of siektebystandsfondse wat deur die Raad goedgekeur word;

(c) The provisions of this subclause shall not apply to—

(i) a manager, submanager, senior managerial, professional, technical and administrative employee and a foreman whose wage is at a rate exceeding R138,58 a week;

(ii) watchmen.

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

(10) *Long service award.*—An employee who has had continuous service (whether before or after the coming into operation of this Agreement) shall be paid by the employer, in the case of a time-worker in addition to and to form part of the wage prescribed for such employee in Annexures A, B and C or D for the purpose of all wage calculations except annual increments, and in the case of a piece-worker in addition to his weekly piece-work earnings and pro rata to time worked for the week, a long service award at the rate of R1 per week after completion of five years' continuous service and a further R1 per week after completion of 10 years' continuous service: Provided that in the Magisterial District of East London females shall be paid 80c per week long service award for the second five years' continuous service, making a total R1,80 on completion of 10 years' continuous service, and in the Magisterial District of Harrismith males shall be paid 75c and females 60c per week, after completion of five years' continuous service and a further 75c and 60c, respectively, after completion of 10 years' continuous service: Provided further that a piece-worker who achieves his weekly norm in any pay-week shall be paid his long service award based on 46 hours for that week notwithstanding the fact that he may not have worked his full number of ordinary hours in that week as a result of the employer's inability to provide him with his normal work.

5. PAYMENT OF REMUNERATION

(1) Save as provided in subclause (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, accompanied by a statement showing the employer's and employee's name; the employee's number, if any; occupation; and total hours worked; the remuneration due in respect of ordinary time, overtime and night shift allowance; an indication of the basis of the Long Service Award, if any; 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 remuneration 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 15 minutes.

(4) No employee shall be required as part of his contract of employment to board or lodge with his employer or 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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(6) *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) Unless inconsistent with any law and with the written consent of the employee, deductions for holiday, insurance, pension, provident, savings or sick benefit funds approved by the Council;

(b) met die skriftelike toestemming van die werknemer, ledegeld vir die vakvereniging wat 'n party by die Raad is;

(c) in 'n bedryfsinrigting waarin minstens die helfte van die totale getal werknemers, soos omskryf in die Wet, wat vir lidmaatskap kwalifiseer, lede is van die vakvereniging wat 'n party by die Raad is, moet die werkgewer by ontvangs van 'n getekende aftrekorder van 'n werknemer in die vorm wat hieronder uiteengesit is, elke week die ledegeld wat die werknemer aan die vakvereniging verskuldig is, van die besoldiging van sodanige werknemer aftrek, en sodanige geld voor of op die 15de dag van elke maand stuur aan die sekretaris van die vakvereniging se tak, by die adres wat op sodanige aftrekorder voorkom:

AFTREKORDER VIR AFTREKKING VAN LEDEGELD VIR VAKVERENIGING

Aan
(Naam van werkgewer)

Ek,
magtig u hierby om die ledegeld wat van tyd tot tyd deur my betaalbaar is ingevolge die Konstitusie van
(Naam van vakvereniging)

versending aan die Sekretaris van die
(Naam en adres van vakvereniging)

ooreenkomstig klousule 5 (6) (iii) van die Nywerheidsraad-ooreenkoms vir die Tekstielynwerheid.

Handtekening van werkgewer

Datum.....

Plek.....

(d) Nywerheidsraadheffings ingevolge klousule 18 van hierdie Ooreenkoms;

(e) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van werk afwesig is, behalwe op las of op versoek van sy werkgewer, 'n bedrag volgens sy uurskaal vir die totale tydperk van sodanige afwesigheid;

(f) wanneer 'n werknemer instem of daar van hom vereis word om ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945 (Wet 25 van 1945), of die Wet op Swart Arbeid, 1964, kos en/of inwoning van sy werkgewer te aanvaar, 'n bedrag van hoogstens dié hieronder gespesifiseer:

	Per week	Per maand
	R	R
Kos.....	0,30	1,30
Inwoning.....	0,20	0,86½
Kos en inwoning.....	0,50	2,16½

(g) Enige bedrag wat 'n werkgewer regtens of op las van 'n bevoegde hof vereis of toegelaat word om af te trek;

(h) 'n bedrag, ten opsigte van elke uur korttyd, van die uurloon waarop 'n werknemer geregtig sou gewees het indien hy as 'n tydwerker in diens was: Met dien verstande dat minstens vier uur kennis aan 'n werknemer gegee moet word voordat korttydwerk 'n aanvang neem en wanneer versuim word om sodanige kennis te gee, 'n werknemer, in plaas daarvan, vier ure se loon betaal moet word soos waarop hy geregtig sou gewees het indien hy gedurende sodanige tydperk gewerk het, hetsy as tydwerker of as stukwerker wat dieselfde klas werk verrig: Voorts met dien verstande dat sodanige aftrekkings hoogstens die helfte van die werknemer se weekloon mag wees, ongeag die getal ure waarmee die gewone werkure aldus verminder word: Voorts met dien verstande dat as 'n alternatief vir tydperke van korttyd gedurende die twee weke wat die jaarlikse sluiting in klousule 7 (1) beoog onmiddellik voorafgaan, 'n werkgewer genoemde tydperke kan konsolideer ten einde sy werknemers in staat te stel om voltyds gedurende die eerste van genoemde twee weke te werk, en geen besoldiging hoegenaamd aan die betrokke werknemers ten opsigte van genoemde tweede week betaalbaar is nie;

(i) 'n bedrag van dié gedeelte van die weekloon wat betrekking het op 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag, waarop, op versoek van die meerderheid werknemers, daar nie van 'n werknemer vereis of hy nie toegelaat word om te werk nie.

(7) Voorbehoud.—Subklousules (1) en (2) van hierdie klousule is nie van toepassing op werknemers wat 'n loon van meer as R138,58 per week ontvang nie.

(b) with the written consent of the employee, subscriptions to the trade union which is a party to the Council;

(c) in any establishment in which not less than half of the total number of employees, as defined in the Act, eligible for membership are members of the trade union which is a party to the Council, 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 subscription due to the trade union, and transmit such money to the secretary of the branch of such trade 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 SUBSCRIPTIONS

To
(Name of employer)

I,
hereby authorise you to deduct from my weekly remuneration the subscriptions payable by me from time to time in terms of the Constitution of, for transmission to the Secretary of, the.....

(Name and address of trade union)

in accordance with clause 5 (6) (iii) of the Industrial Council Agreement for the Textile Manufacturing Industry.

Signature of employee

Date.....

Place.....

(d) Industrial Council Levies in terms of clause 18 of this Agreement;

(e) except where otherwise provided in this Agreement, when an employee is absent from work other than on the instructions or at the request of his employer, a deduction at his hourly rate for the total period of such absence;

(f) when an employee agrees or is required in terms of the Black (Urban Areas) Consolidation Act, 1945 (Act 25 of 1945), or the Black Labour Act, 1964, to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:

	Per week	Per month
	R	R
Board.....	0,30	1,30
Lodging.....	0,20	0,86½
Board and lodging.....	0,50	2,16½

(g) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(h) a deduction in respect of each hour of short-time of the hourly rate 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 hours' remuneration as he would have been entitled to had he worked during such period whether employed as a time-worker or as a piece-worker performing the same class of work: Provided further that such deductions shall not exceed one-half of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced: Provided further that as an alternative to periods of short-time during the two weeks immediately preceding the annual shut-down envisaged in clause 7 (1), an employer may consolidate the said periods to enable his employees to work full time during the first of the said two weeks and no remuneration whatsoever shall be payable to the employees concerned in respect of the said second week;

(i) a deduction of the proportion of weekly remuneration which relates to any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, 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.

(7) Savings.—The provisions of subclauses (1) and (2) of this clause shall not apply to any employee whose wage is at a rate exceeding R138,58 a week.

6. WERKURE, GEWONE EN OORTYD EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—(a) die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is hoogstens die volgende:

- (i) 46 uur in 'n week; en
- (ii) in die geval van 'n werknemer wat ses dae per week werk, agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op die ander dae hoogstens agt en 'n half uur op 'n bepaalde dag mag wees; en
- (iii) in die geval van 'n werknemer wat vyf dae per week werk, nege en 'n kwart uur op 'n bepaalde dag.

(b) Die gewone werkure van 'n los werknemer mag—

- (i) in die geval van 'n bedryfsinrigting waarin ses dae gewerk word, hoogstens agt en 'n half uur op 'n bepaalde dag wees;
- (ii) in die geval van 'n bedryfsinrigting waarin vyf dae per week gewerk word, hoogstens nege en 'n kwart uur op 'n bepaalde dag wees.

(c) Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om die volgende tye te werk nie:

- (i) Tussen 18h00 en 06h00; of
- (ii) na 13h00 op meer as vyf dae in 'n bepaalde week.

(2) *Etenspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie, waarin daar geen werk verrig mag word nie en wat nie deel van die gewone werkure of oortyd geag mag word nie: Met dien verstande dat—

(i) waar 75 persent van die werknemers so besluit, die etenspouse tot minstens 'n halfuur verkort mag word, en in dié geval, en nadat die werkgewer 'n eksemplaar van sodanige ooreenkoms deur bemiddeling van die agent vir sy gebied by die Raad ingedien het, die etenspouse aldus verkort mag word;

(ii) werktidperke wat deur pouses van minder as een uur onderbreek word, behalwe wanneer voorbehoudsbepaling (i) van toepassing is, geag word aaneenlopend te wees;

(iii) indien sodanige pouse langer as 'n uur duur, alle tyd van meer as een en 'n kwart uur, geag word gewone werkure te wees;

(iv) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen werk doen nie, behalwe om in beheer van 'n voertuig te wees of te bly, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(v) hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n bepaalde dag geag word nie deel van die gewone werkure uit te maak nie;

(iv) wanneer 'n werknemer op 'n bepaalde dag as gevolg van oortydwerk 'n tweede etenspouse aan 'n werknemer moet toestaan, sodanige pouse op versoek van die werknemer tot 15 minute verkort mag word, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk, hoogstens sewe uur is.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat in of by sy bedryfsinrigting in diens is, uitgesonderd 'n handelsreisiger, motorvoertuigdrywer, deeltidse motorvoertuigdrywer, bode, hoofketelbediener of ketelbediener, 'n ruspouse van minstens 10 minute toestaan so ná as doenlik aan—

(a) die middel van die eerste werktidperk op 'n bepaalde dag; en

(b) die middel van die tweede werktidperk op 'n bepaalde dag;

waarin daar nie van die werknemer vereis of hy toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure te wees: Met dien verstande dat waar 75 persent van die werknemers so besluit, sodanige ruspouses by die etenspouse gevoeg of aan die einde van die skof toegestaan kan word, en in dié geval, en nadat die werkgewer 'n eksemplaar van sodanige ooreenkoms deur bemiddeling van die agent vir sy gebied by die Raad ingedien het, mag die ruspouses aldus toegestaan word.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousules (2) en (3), moet alle werkure agtereenvolgend wees.

(5) *Oortyd.*—Alle tyd wat gewerk word benewens die getal ure wat in subklousule (1) voorgeskryf word, behalwe op 'n Sondag, word geag oortyd te wees.

(6) *Beperking van oortyd.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer as 10 uur

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

(1) *Ordinary hours of work.*—(a) The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- (i) 46 hours in any week; and
- (ii) 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
- (iii) in the case of an employee who works a five-day week, nine and a quarter hours in any day.

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

(c) No employer shall require or permit a female employee to work—

- (i) between 18h00 and 06h00; or
- (ii) after 13h00 on more than five days in any week.

(2) *Meal intervals.*—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) where 75 per cent of the employees agree, the period of such meal interval may be reduced to not less than half an hour, and in that event, and after the employer has lodged a copy of such agreement, through the agent for his area, with the Council, the meal interval may be so reduced;

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;

(iii) if such interval be for longer than one hour, any period in excess of one and a quarter hours shall be deemed to be ordinary hours of work;

(iv) a driver of a motor vehicle who, during such interval, does no work other than being or remaining in charge of the vehicle shall be deemed for the purpose of this subclause not to have worked during such interval;

(v) not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

(vi) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours.

(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 10 minutes at as nearly as practicable—

- (a) in the middle of each first work period in any day; and
- (b) in the middle of each second work period in any 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: Provided that where 75 per cent of the employees agree, such rest intervals may be added to the meal break, or given at the end of the shift and, in that event, and after the employer has lodged a copy of such agreement, through the agent for his area, with the Council, the rest intervals may be so granted.

(4) *Hours of work to be consecutive.*—Save as provided in subclauses (2) and (3), all hours of work shall be consecutive.

(5) *Overtime.*—All time worked in excess of the number of hours prescribed in subclause (1), other than on a Sunday, 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 10

oortyd in 'n bepaalde week te werk nie: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om—

(a) langer as twee uur oortyd op 'n bepaalde dag of oortyd op meer as drie agtereenvolgende dae te werk nie;
(b) op meer as 60 dae in 'n bepaalde jaar oortyd te werk nie;

(c) na voltooiing van haar gewone werkure langer as een uur oortyd op 'n dag te werk nie, tensy hy—

(i) so 'n werknemer voor dié middag daarvan in kennis gestel het; of

(ii) so 'n werknemer van 'n voldoende maaltyd voor die aanvang van sodanige oortyd voorsien het; of

(iii) so 'n werknemer 15c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom voordat sodanige oortyd moet begin.

(7) *Besoldiging vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, minstens die volgende loon betaal:

(a) In die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat so 'n werknemer aldus op 'n dag gewerk het;

(b) in die geval van 'n ander tydwerker, een en 'n derde maal sy uurloon ten opsigte van die totale tydperk in 'n week wat so 'n werknemer aldus gewerk het;

(c) in die geval van 'n stukwerker, een en 'n derde maal sy uurloon asof hy 'n tydwerker is, of die stukwerkloon waarvoor daar ooreengekom is, naamlik die gunstigste.

(8) *Voorbehoude.*—(a) Hierdie klousule is nie van toepassing nie op—

(i) 'n bestuurder, onderbestuurder, senior bestuurs-, professionele, tegniese en administratiewe werknemer en 'n voorman wat 'n loon van meer as R138,58 per week ontvang;

(ii) 'n wag wie se werkgewer hom 'n rusdag van 24 agtereenvolgende uur ten opsigte van elke week diens toestaan: Met dien verstande dat—

(aa) hy geen aftrekkings van sy wag se loon ten opsigte daarvan maak nie;

(ab) 'n werkgewer in plaas daarvan om sy wag so 'n rusdag toe te staan, die wag die loon wat hy sou ontvang het as hy nie op so 'n dag gewerk het nie, kan betaal, plus 'n bedrag van minstens een sesde van sy weekloon ten opsigte van so 'n dag wat hom nie toegestaan is nie; en

(b) subklousules (2), (3), (4) en (6) is nie van toepassing nie op 'n manlike werknemer wat werk verrig wat nodig is as gevolg van die onklaarraking van installasie of masjinerie of enige ander onvoorsiene noodgeval.

7. JAARLIKSE VERLOF

(1) (a) Elke werkgewer moet, behoudens subklousules (5) en (6) hiervan, aan elkeen van sy werknemers, uitgesonderd 'n los werknemer of 'n wag—

(i) in die geval van 'n werknemer wat vyf dae per week werk, 12 agtereenvolgende werkdae verlof; en

(ii) ten opsigte van 'n werknemer wat ses dae per week werk, 15 agtereenvolgende werkdae verlof;

toestaan ten opsigte van elke voltooiide 12 maande diens by dié werkgewer, bereken vanaf die begin van die jaarlikse verloftydperk vir die voorafgaande kalenderjaar tot die dag wat dié datum in die huidige jaar voorafgaan, en indien die jaarlikse verloftydperk in die huidige jaar op 'n vroeër datum begin, word alle gewone werkdae tussen dié datums geag dae gewerk te wees wanneer bereken word op hoeveel verlof 'n werknemer in die huidige jaar geregtig is; en

“voltooiide maand” beteken in hierdie klousule die getal voltooiide weke gedeel deur vier en een derde; en

“voltooiide week” beteken in hierdie klousule die getal dae gewerk, gedeel deur vyf ten opsigte van vyf dae se werk, en deur ses ten opsigte van ses dae se werk: Met dien verstande dat afwesighede waarvoor daar ingevolge subklousule (5) of (6) (a), (b), (c) en (d) voorsiening gemaak word, vir die toepassing van hierdie klousule geag word dae gewerk te wees.

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

(b) Wanneer enigeen van die openbare vakansiedae in klousule 9 (1) van hierdie Ooreenkomst genoem, binne 'n tydperk van jaarlikse verlof val, moet nog 'n werkdag vir elke sodanige openbare vakansiedag by die genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

hours in any week: Provided that no employer shall require or permit a female employee—

(a) to work overtime for more than two hours on any day or on more than three consecutive days;

(b) to work overtime on more than 60 days in any year;

(c) 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 15 cents in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(7) *Payment or overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

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

(b) in the case of any other time-worker, one and one-third times his hourly rate in respect of the total period so worked by such employee, in any week;

(c) in the case of a piece-worker, one and one-third times his hourly rate as if he was a time-worker, or the agreed piece-work rate, whichever is the more favourable.

(8) *Savings.*—(a) The provisions of this clause shall not apply to—

(i) a manager, submanager, senior managerial, professional, technical and administrative employee and a foreman whose wage is at a rate exceeding R138,58 a week;

(ii) a watchman whose employer grants him a day of rest of 24 consecutive hours in respect of every week of employment: Provided that—

(aa) he makes no deductions from his watchman's wage in respect thereof;

(ab) an employer may, in lieu of granting his watchman any such day of rest, pay the watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than one sixth of his weekly wage in respect of such day not granted; and

(b) the provisions of subclauses (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.

7. ANNUAL LEAVE

(1) (a) Every employer shall, subject to subclauses (5) and (6) hereof, grant, to each of his employees, other than a casual employee or watchman—

(i) in the case of a five-day week employee, 12 consecutive working days' leave of absence; and

(ii) in respect of a six-day week employee, 15 consecutive working days' leave of absence;

in respect of each completed 12 months of employment with him calculated from the commencement of the annual leave period for the preceding calendar year up to the day preceding such date in the current year, and if the annual leave period in the current year will start on any earlier date, all normal working days between these dates shall be deemed to be days worked for purpose of calculating the leave entitlement for the current year; and

“completed month” in this clause shall mean the number of completed weeks divided by four and one-third; and

“completed week” in this clause shall mean the number of days worked divided in respect of five-day work by five and, in respect of six-day work by six: Provided that absences provided for under subclause (5) or (6) (a), (b), (c) and (d) shall, for the purposes of this clause, be deemed to be days worked.

The major portion of such leave, other than the leave granted in terms of subclause (5), shall be granted and taken between 15 December and the 15th day of the succeeding January.

(b) Whenever any of the public holidays specified in clause 9 (1) of this Agreement falls within a period of annual leave, another work day shall for each such public holiday be added to the said period as a further period of leave on full pay.

(c) Elke werkgewer moet 'n werknemer wat 'n tydwerker is vir sodanige verlof besoldig teen 'n skaal gelyk aan die werknemer se gemiddelde weekloon (uitgesonderd besoldiging vir nagskoftoelae, behalwe in die geval van 'n werknemer wat permanent nagskof vir 'n ononderbroke tydperk van minstens drie maande werk), bereken vanaf die datum van sy indiensneming of die datum waarop sy jongste verlof geëindig het, na gelang van wat die jongste datum is, en tot op 'n datum binne 21 dae vanaf die aanvang van dié verlof.

(d) (i) Elke werkgewer moet 'n werknemer wat 'n stukwerker is, vir sodanige verlof besoldig teen 'n skaal gelyk aan die werknemer se gemiddelde weekloon (uitgesonderd besoldiging vir nagskoftoelae, behalwe in die geval van 'n werknemer wat permanent nagskof vir 'n ononderbroke tydperk van minstens drie maande werk), gedurende die tydperk waarin hy stukwerk gedoen het, bereken vanaf die datum van sy indiensneming of die datum waarop sy jongste verlof geëindig het, na gelang van wat die jongste datum is, en tot op 'n datum binne 21 dae vanaf die aanvang van dié verlof.

(ii) Wanneer 'n stukwerker in verskillende kwalifiserende tydperke in dieselfde graad in diens was gedurende die tydperk ten opsigte waarvan die jaarlikse verlof opgehoop het, moet hy vir dié verlof besoldig word teen sy gemiddelde weekloon (uitgesonderd besoldiging vir nagskoftoelae, behalwe in die geval van 'n werknemer wat permanent nagskof vir 'n ononderbroke tydperk van minstens drie maande werk), slegs gedurende die tydperk ten opsigte van die jongste voltooië kwalifiserende tydperk waarin hy in diens was voordat sy verlof moes begin.

(e) Die berekening van die "gemiddelde weekloon" in paragrawe (c) en (d) bedoel, moet bepaal word deur die totale getal ure gewerk te deel in die totale besoldiging verdien, soos uiteengesit in genoemde paragrawe, en dit met 46 te vermenigvuldig.

(2) 'n Wag wat sewe dae per week werk, moet vier agtereenvolgende weke verlof met volle besoldiging toegestaan word, en 'n wag wat minder as sewe dae per week werk, moet drie agtereenvolgende weke verlof met volle besoldiging ten opsigte van elke voltooië 12 maande diens by dieselfde werkgewer toegestaan word. Die verlof in hierdie subklousule bedoel, 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 12 maande diens waarop dit betrekking het, toegestaan en geneem moet word.

(3) (a) 'n Werknemer wat nie '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 vyf dae per week werk besoldig word teen 'n skaal van een vyfde van sy weekloon vir elke voltooië maand diens;

(ii) In die geval van 'n werknemer wat 'n ses dae per week werk, besoldig word teen die skaal van vyf vier-entwintigstes van sy weekloon vir elke voltooië maand diens.

(b) Vir die toepassing van hierdie subklousule moet die gemiddelde weekloon van 'n stukwerker bereken word op die wyse beskryf in subklousule (1) (d) (i) en (ii) van hierdie klousule.

(c) (i) Ondanks andersluidende bepalings in hierdie klousule, moet 'n werknemer wie se diens deur 'n werkgewer ingevolge klousule 13 beëindig word in 'n bepaalde jaar tussen 1 Desember en die aanvang van die daaropvolgende jaarlikse verloftydperk in subklousule (1) hiervan bedoel, benewens die verlofbesoldiging wat hom toekom ingevolge hierdie subklousule—

(aa) die ekwivalent betaal word van die besoldiging wat hy ten opsigte van die daaropvolgende Geloftedag, Kersdag en Nuwejaarsdag sou ontvang het, asof hy in diens was op genoemde dae; en

(ab) bykomende besoldiging bereken op die grondslag voorgeskryf in paragrawe (a) en (b) hiervan, betaal word ten opsigte van genoemde maand Desember wat as 'n voltooië maand diens in die geval van dié betrokke werknemer geag moet word.

Daarbenewens, as die betrokke werknemer weer deur die werkgewer in diens geneem word, sodat hy weer diens vóór 31 Januarie van die volgende jaar aanvaar, word genoemde maand Januarie geag 'n voltooië maand diens te wees vir die toepassing van hierdie klousule ten opsigte van jaarlikse verlofbesoldiging vir die daaropvolgende jaar of ten opsigte van subklousule (3) van hierdie klousule, na gelang van die geval.

(ii) Subparagraaf (i) hiervan is nie van toepassing op 'n werknemer wat ingevolge voorbehoudsbepaling (i) of (iii) van klousule 13 (1) ontslaan is nie.

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

(c) Every employer shall pay an employee who is a time-worker for such leave at a rate equivalent to his average weekly remuneration (excluding payment for night-shift allowance, except in the case of an employee who is on permanent night-shift for a continuous period of at least three months), 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 21 days of the commencement of such leave.

(d) (i) Every employer shall pay an employee who is a piece-worker for such leave at a rate equivalent to his average weekly remuneration (excluding payment for night-shift allowance, except in the case of an employee who is on permanent night-shift for a continuous period of at least three months), 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 21 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 (excluding payment for night-shift allowance, except in the case of an employee who is on permanent night-shift for a continuous period of at least three months), only during the period in respect of the last completed qualifying period in which he was engaged prior to his leave becoming due.

(e) The calculation of "average weekly remuneration" referred to in paragraphs (c) and (d) shall be determined by dividing the total number of hours worked into the total remuneration earned as detailed in the said paragraphs and multiplying by 46.

(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 12 months of employment with the same employer. The leave referred to in this subclause shall be granted at a time to be fixed by the employer: Provided that such leave shall be granted and taken within two months after the expiry of the 12 months 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-fifth of his weekly wage for each completed month of employment;

(ii) in the case of a six-day week employee, at the rate of five twenty-fourths of his weekly wage for each completed month of employment.

(b) For the purposes of this subclause the average weekly wage of a piece-worker shall be calculated in the manner described in subclause (1) (d) (i) and (ii) of this clause.

(c) (i) Notwithstanding anything to the contrary contained in this clause, an employee whose services are terminated by an employer in terms of clause 13 in any year between 1 December and the commencement of the ensuing annual leave period referred to in subclause (1) hereof, shall in addition to the leave pay due to him in terms of this subclause, be paid—

(aa) the equivalent of the pay he would have received in respect of the ensuing Day of the Covenant, Christmas Day and New Year's Day as if he had been in employment on the said days; and

(ab) additional payment calculated on the basis prescribed in terms of paragraphs (a) and (b) hereof, in respect of the said month of December which shall be deemed to be a completed month of employment in the case of the employee concerned.

In addition, if the employee concerned is re-engaged by the employer so as to recommence employment before 31 January of the following year, the said month of January shall be deemed to be a completed month of employment for the purposes of this clause in respect of annual leave payment for the ensuing year or in respect of subclause (3) of this clause, as the case may be.

(ii) Subparagraph (i) hereof shall not apply to an employee who is dismissed in terms of proviso (i) or (iii) of clause 13 (1).

(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 dae of tydperke van verlof wat met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek of met die werknemer se skriftelike toestemming toegestaan is gedurende dié jaar diens waarop die tydperk van jaarlikse verlof betrekking het, aftrek van die verloftyd wat in subklousules (1) en (3) voorgeskryf word, en dié werknemer kan verplig word om met verlof te bly vir die volle tydperk waarvoor 'n bedryfsinrigting vir die doel van jaarlikse verlof gesluit is, sonder bykomende besoldiging.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

- (a) kragtens subklousule (1) met verlof is;
- (b) militêre diens ondergaan ingevolge die Verdedigingswet, 1957;
- (c) op las of op versoek van sy werkgewer van die werk afwesig is;
- (d) kragtens klousule 8 met siekteverlof is;

en wat altesaam hoogstens 10 weke in 'n jaar bedra ten opsigte van paragrawe (a), (c) en (d), plus tot vier maande van 'n tydperk van militêre diens wat vanaf die datum van die aanvang daarvan ondergaan is, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat, terwyl hy in diens van dieselfde werkgewer was voor die inwerkingtreding van hierdie Ooreenkoms, kragtens enige wet op verlof geregtig geword het, op die datum waarop dié werknemer laas op 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 daarkragtens op verlof geregtig geword het nie, op die datum waarop dié diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop dié werknemer tot sy werkgewer se diens toetree het of op die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

(7) Ondanks andersluidende bepalings in hierdie klousule, moet 'n werknemer wat nie 'n volle jaar diens voltooi het wanneer 'n bedryfsinrigting tussen 15 Desember en die 15de van die daaropvolgende Januarie moet sluit sodat die werknemers hul jaarlikse verlof kan neem nie, gedurende die tydperk wat die bedryfsinrigting aldus gesluit is, vir sodanige tydperk ten opsigte van elke maand voltooide diens besoldig word op die grondslag in subklousule (3) (a) en (b) bepaal.

8. SIEKTEVERLOF

(1) Behoudens subklousules (2) en (3) van hierdie klousule, moet 'n werkgewer 'n werknemer wat een maand diens by hom gehad het en wat van werk afwesig is weens ongeskiktheid—

- (a) in die geval van 'n werknemer wat 'n sewe dae per week werk, altesaam 14 werkdae;
- (b) in die geval van 'n werknemer wat 'n ses dae per week werk, altesaam 12 werkdae, en
- (c) in die geval van 'n werknemer wat 'n vyf dae per week werk, altesaam 10 werkdae;

siekteverlof toestaan gedurende 'n jaar diens by hom, en hom die loon betaal wat hy sou ontvang het as hy gedurende die siekteverlof gewerk het. Met dien verstande dat die werkgewer 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 ongesteldheid weens ongeluk aantoon en waarin verklaar word dat die werknemer gedurende daardie tydperk ongeskik vir diens was.

(2) As 'n werkgewer ingevolge 'n wet ambulans-, hospitaal-, mediese, chirurgiese en/of ander koste betaal ten opsigte van 'n werknemer in sodanige wet bedoel, kan die bedrag wat aldus betaal is, afgetrek word van besoldiging verskuldig ingevolge subklousule (1) van hierdie klousule, maar nie van enige ander besoldiging wat aan die werknemer verskuldig is nie.

(3) (a) Subklousule (1) is nie van toepassing nie op 'n werknemer ten opsigte van wie en op wie se skriftelike versoek 'n werkgewer bydraes betaal wat minstens gelyk is aan dié van die werknemer aan 'n siektebystandsfonds wat aan die werknemer in geval van siekte of 'n ongeluk soos hierbo bepaal, die betaling waarborg van minstens (altesaam in een bepaalde jaar) die voordele wat in subklousule (1) hiervan uiteengesit is.

Vir die toepassing van hierdie subklousule beteken "siektebystandsfonds" 'n siektebystandsfonds deur die Raad goedgekeur en omvat dit 'n siektebystandsfonds wat bestaan ingevolge 'n ooreenkoms tussen 'n werkgewer en die meerderheid van die persone by hom in diens en/of 'n vakvereniging wat 'n party by die Raad is.

(5) An employer may, for the purpose of payment only, set off against the period of leave prescribed in subclauses (1) and (3) 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 subclause (1);
- (b) undergoing military service in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than 10 week in respect of paragraphs (a), (c) and (d), plus up to four months of any period of military service undergone from the date of its commencement, 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 operation 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 operation of this Agreement, whichever is the later.

(7) Notwithstanding anything to the contrary contained in this clause, an employee who has not completed a full year of employment when an establishment is due to close down between 15 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 subclauses (3) (a) and (b).

8. SICK LEAVE

(1) Subject to the provisions of subclauses (2) and (3) of this clause, an employer shall grant to an employee who has had one month's employment with him and who is absent from work through incapacity—

- (a) in the case of an employee who works a seven-day week, 14 work-days;
- (b) in the case of an employee who works a six-day week, 12 work-days; and
- (c) in the case of an employee who works a five-day week, 10 work-days;

sick leave in the aggregate, during any year of employment with him and shall pay to him the remuneration he would have received had he worked during the period of sick leave: Provided that the employer may first require 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.

(2) 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 payment due in terms of subclause (1) of this clause, but not against any other payment due to the employee.

(3) (a) The provisions of subclause (1) shall not apply to an employee in respect of whom, and at whose written request, an employer makes contributions at least equal to those made by the employee, to any sick benefit fund which guarantees to the employee in the event of sickness or accident as hereinbefore provided, the payment to him of not less, in the aggregate in any one year, than the benefits set out in subclause (1) hereof.

For the purposes of this subclause "sick benefit fund" means any sick benefit fund approved by the Council and includes any sick benefit fund which exists by virtue of an agreement between an employer and the majority of the persons employed by him and/or a trade union which is a party to the Council.

(b) Elke sodanige siektebystandsfonds is onderworpe aan die goedkeuring van die Raad en dié goedkeuring kan ingetrek word.

(4) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (6) en beteken "ongeskiktheid" onvermoë om te werk weens siekte of ongeluk, uitgesonderd siekte of ongeluk wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevalwet, 1941 (Wet 30 van 1941), as ongeskiktheid beskou word slegs gedurende die tydperk waarin geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge dié Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer, uitgesonderd 'n wag, is geregtig op verlof en moet verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag en moet ten opsigte van elke sodanige dag minstens die loon betaal word waarop hy gewoonlik geregtig sou gewees het as hy op daardie dag gewerk het: Met dien verstande dat—

(i) indien Geloftedag op 'n Saterdag val, 'n werknemer wat vyf dae per week werk, geregtig is om een vyfde van sy gewone weekloon daarvoor betaal te word;

(ii) daar van 'n werknemer vereis kan word om op so 'n dag te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—(a) Wanneer 'n werknemer, uitgesonderd 'n wag of los werknemer, op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag die bedrag in subklousule (1) bedoel, plus sy uurloon vir die totale tydperk wat die werknemer altesaam op daardie dag gewerk het, betaal: Met dien verstande dat waar daar van so 'n werknemer vereis of hy toegelaat word om vir minder as vier uur op so 'n dag te werk, hy geag moet word vier uur te gewerk het.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens sy dagloon betaal, plus, ten opsigte van elke uur of deel van 'n uur aldus gewerk, dié besoldiging gedeel deur agt.

(c) Wanneer 'n werknemer op aandrang van sy werkgever nie op 'n Joodse vakansiedag werk nie, moet hy deur sy werkgever betaal word asof hy sy gewone werkure op so 'n dag gewerk het. Vir die toepassing van hierdie bepaling word 'n stukwerker geag 'n tydwerker te wees.

(d) Alle bedrae wat aan 'n werknemer kragtens paragrawe (a), (b) en (c) van hierdie subklousule betaal word, moet bereken word teen die loonskaal van die werknemer onmiddellik vóór sodanige openbare vakansiedag: Met dien verstande dat, wanneer 'n werknemer op 'n ander grondslag besoldig word as ooreenkomstig die tyd wat werklik deur hom gewerk word, sy gewone loonskaal vir die toepassing van hierdie klousule bereken moet word asof hy per uur besoldig word, en dit moet op enige datum vasgestel word deur sy totale gewone besoldiging gedurende die drie maande wat daardie datum onmiddellik vooraf gegaan het of gedurende sy totale dienstydperk by die betrokke werkgever, en wel die kortste van die twee, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige gewone besoldiging betaal is, maar sonder oortyd en nagskoftoelae, tensy die toelae gewoonweg betaalbaar sou wees ten opsigte van die werk verrig op die betrokke openbare vakansiedag.

(3) *Betaling vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet sy werkgever of—

(i) aan die werknemer—

(aa) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die loon betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of

(ab) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens twee maal sy gewone loon betaal ten opsigte van die totale tydperk op elke Sondag gewerk, of twee maal die loon betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag; of

(ii) hom vir die totale tydperk aldus gewerk, minstens een en 'n derde maal sy gewone loon betaal, plus nagskoftoelae ten opsigte van werk verrig gedurende die ure waarop die toelae van toepassing is ten opsigte van die totale tyd op dié Sondag gewerk, en hom binne sewe dae na die Sondag een

(b) Every such sick benefit fund shall be subject to the approval of the Council, which approval may be withdrawn.

(4) For the purposes of this clause the expression "employment" shall have the same meaning as in clause 7 (6), and "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

9. 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, Easter Monday, Ascension Day, Republic Day, Day of the Covenant and Christmas Day and shall be paid in respect of each such day not less than the remuneration to which he would have ordinarily been entitled had he worked on that day: Provided that—

(i) if the Day of the Covenant falls on a Saturday, a five-day week employee shall be entitled to be paid therefor at the rate of one-fifth of his normal weekly wage;

(ii) an employee may be required to work on any such day.

(2) *Payment for work on public holidays.*—(a) Whenever an employee, other than a watchman or a casual employee, works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day the amount referred to in subclause (1), plus payment at his hourly rate for the total period worked by the employee in the aggregate on that day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, 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) Whenever an employee, at the instance of his employer, does not work on a Jewish holiday, he shall be remunerated by his employer as though he had worked his ordinary hours on such day. A piece-worker shall be deemed to be a time-worker for the purposes of this provision.

(d) Any amount paid to an employee in terms of paragraphs (a), (b) and (c) of this subclause shall be calculated at the rate of remuneration which the employee was receiving immediately before such public holiday: 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 purposes of this clause, 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 Sunday.*—(a) Whenever an employee, other than a watchman, works on a Sunday, his employer shall either—

(i) pay to the employee—

(aa) if he so works for a period not exceeding four hours, not less than the wages payable in respect of the period ordinarily worked by him on a week-day; or

(ab) if he so works for a period exceeding four hours, wages at a rate not less than double his ordinary rate of wages in respect of the total period worked on each Sunday or wages which is not less than double the wages payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(ii) pay to him for the total period so worked not less than one and one-third times his ordinary remuneration 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

dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone loon betaal asof hy op dié vakansiedag sy gewone ure vir daardie dag van die week gewerk het.

(b) *Voorbehoud*.—Die bepalings van hierdie klousule is nie van toepassing nie op 'n bestuurder, onderbestuurder, senior bestuurs-, professionele, tegniese en administratiewe werknemer en 'n voorman wat 'n loon van meer as R138,58 per week ontvang.

10. STUKWERK OF TAAKWERK

(1) Taakwerk word verbied: Met dien verstande dat minimum voorvereistes vasgestel ten opsigte van die betaling van stukwerkloone, nie as taakwerk beskou word nie.

(2) 'n Werknemer in diens as 'n stukwerker moet die loon betaal word waarvoor daar tussen hom en 'n werkgever ooreengekom is, maar sy loon moet minstens gelyk wees aan die loon waarop hy geregtig sou gewees het indien hy as tydwerker in diens was, en veranderinge kan deur ooreenkoms aangebring word: Met dien verstande dat 'n werkgever—

(i) in alle bedryfsinrigtings waarin daar voor of op 20 Januarie 1978 'n stukwerkloon in werking was en nog in werking is op die datum van inwerkingtreding van hierdie Ooreenkoms, 'n stukwerker moet betaal—

(aa) teen 'n loon van minstens 18,25 persent meer as die stukwerkloon wat op 20 Januarie 1978 van toepassing was;

(ab) teen 'n loon van minstens 10 persent meer as die stukwerkloon, soos aangepas ingevolge (aa) vanaf 21 Januarie 1980; en

(ac) teen 'n loon van minstens 10 persent meer as die stukwerkloon, soos aangepas ingevolge (ab), vanaf 19 Januarie 1981; en

(ii) ten opsigte van ander stukwerkloone as dié in (i) bedoel, die stukwerker moet betaal vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, 21 Januarie 1980 en 19 Januarie 1981 teen 'n loon van minstens 10 persent meer as die loon onderskeidelik van toepassing in die betaalweke wat 22 Januarie 1979, 21 Januarie 1980 en 19 Januarie 1981 onmiddellik voorafgaan.

(3) 'n Staat van die stukwerkloone wat van tyd tot tyd in 'n bedryfsinrigting van toepassing is, moet op 'n opvallende plek in die bedryfsinrigting vertoon word, en dié staat mag nie verander word nie, tensy 'n week kennis gegee en 'n ooreenkoms tussen die werkgever en die betrokke werknemers aangegaan is.

(4) 'n Kopie van alle stukwerkloone moet op versoek aan die Nywerheidsraad en die vakverenigings gestuur word.

11. PENSOENVOORDELE

(1) Nademaal hy in kennis gestel is van die instelling van die Pensioenfonds van die Tekstielywerheid, verleen die Raad hierby magtiging vir die invordering van bydraes in ooreenstemming met die prosedure hieronder beskryf, vir die verwesenliking van die doelwitte wat in die reëls van die Fonds uiteengesit word.

(2) Alle werkgevers in die Nywerheid moet vanaf die datum waarop hierdie Ooreenkoms in werking tree, lede word van die Fonds en deur sy reëls gebind word.

(3) (a) Alle werknemers van wie vereis word om ingevolge klousule 18 van hierdie Ooreenkoms heffings aan die Raad te betaal en wat op die datum waarop hierdie Ooreenkoms in werking tree lede van die Fonds is, bly lede van die Fonds, en wat op elke jaarlikse hersieningsdatum van die Fonds hierna twee jaar diens in die Nywerheid voltooi het, word lede van die Fonds, is onderworpe aan sy reëls, en betaal weeklikse bydraes tot die Fonds teen 'n koers van 2½ persent van hul bruto verdienste vir daardie week. By hierdie bedrag moet die werkgever 'n gelyke bedrag voeg.

(b) Bogenoemde bydraes moet afgetrek word ten opsigte van die eerste betaalweek nadat die werknemer 'n lid geword het en, solank as wat hy 'n lid bly, op elke betaaldag daarna waarvoor sy bydraes verskuldig is, totdat hy aftree ingevolge die reëls van die Fonds, of totdat hy die ouderdom van 60 jaar bereik.

(c) Die totaal van alle weeklikse bydraes van werknemers en werkgevers is verskuldig en betaalbaar aan die Fonds deur die werkgever op die sewende dag van die maand wat volg op genoemde weke van aftrekkings, en die werkgever moet dit elke maand, saam met die toepaslike state wat deur die Fonds vereis word, aan die Fonds stuur sodat dit die Fonds voor of op die 15de dag van daardie maand bereik.

'n Jaarlikse hersiening soos in genoemde reëls voorgeskryf, waarin die totale bydraes van elke lid tot die Fonds gedurende die vorige boekjaar opgesom word, moet ingedien word sodat dit die Fonds voor of op 15 Maart elke jaar bereik.

Opmerking.—Die adres van dié Fonds is: Pensioenfonds van die Tekstielywerheid, Posbus 2629, Durban, 4001.

day's holiday and pay to him in respect thereof not less than the rate of his ordinary remuneration as if he had on such holiday worked his ordinary hours for that day of the week.

(b) *Savings*.—The provisions of this clause shall not apply to a manager, submanager, senior managerial, professional, technical and administrative employee and a foreman whose wage is at a rate exceeding R138,58 a week.

10. PIECE-WORK OR TASK-WORK

(1) 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.

(2) An employee employed as a piece-worker shall be paid at the rate agreed upon between him and his employer, but his remuneration shall not be less than that to which he would have been entitled had he been employed as a time-worker, and alterations may be made by agreement: Provided that an employer shall—

(i) in any establishment in which a piece-work rate was in operation on or before 20 January 1978 and is still in operation on the date of coming into operation of this Agreement, pay a piece-worker—

(aa) at a rate of not less than 18,25 per cent above the piece-work rate which was applicable on 20 January 1978;

(ab) at a rate of not less than 10 per cent above the piece-work rate as adjusted in terms of (aa) with effect from 21 January 1980; and

(ac) at a rate of not less than 10 per cent above the piece-work rate as adjusted in terms of (ab) with effect from 19 January 1981; and

(ii) in respect of piece-work rates other than those referred to in proviso (i), pay the piece-worker with effect from the date of coming into operation of this Agreement, 21 January 1980 and 19 January 1981 at a rate of not less than 10 per cent above the rates which were applicable in the pay-weeks immediately preceding 22 January 1979, 21 January 1980 and 19 January 1981, respectively.

(3) 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 and agreement between the employer and the employees concerned.

(4) A copy of all piece-work rates shall be sent to the Industrial Council and the trade union on request.

11. PENSION BENEFITS

(1) The Council having been notified of the establishment of the Textile Industry Pensions Fund hereby authorises, for the purposes of implementing the objects as set forth in the rules of the Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) All employers in the Industry shall from the date this Agreement comes into operation join the Fund and be bound by its rules.

(3) (a) All employees who are required to pay levies to the Council under clause 18 of this Agreement who at the date of coming into operation of this Agreement are members of the Fund shall remain members and who on each annual revision date of the Fund hereafter have completed two years' service in the Industry shall become members of the Fund, be bound by its rules and pay contributions weekly at the rate of 2½ per cent of their gross earnings for that week, to which sum the employer shall add an equal amount.

(b) The above contributions shall be deducted in respect of the first pay-week after the employee becomes a member and, so long as he remains a member, on each pay-day thereafter for which his contributions are due, until he retires in terms of the Fund's rules or reaches the age of 60 years.

(c) The total of all weekly contributions from employees and employers shall be due and payable to the Fund by the employer on the seventh day of the month following the said weeks of deductions and shall be forwarded by the employer month by month, together with the relevant returns required by the Fund, to reach the Fund not later than the 15th day of that month.

An annual revision as prescribed in the said rules summarising the total contributions of each member to the Fund during the previous financial year, shall be submitted to reach the Fund not later than 15 March each year.

Note.—The Fund's address is: Textile Industry Pensions Fund, P.O. Box 2629, Durban, 4001.

(d) Die bydraes van werkgewers wat hierby voorgeskryf word, is nie terugbetaalbaar nie.

(4) Die geld wat ingevolge subklousule (3) ontvang word, moet deur die Fonds aan versekeraars wat deur die Fonds aangestel is, oorgedra word ten opsigte van en namens elke werknemerlid, om sy lewensversekering en pensioenvoordele ooreenkomstig die reëls van die Fonds te dek. Die versekeraars moet terugbetaalbare bydraes, lewensversekering en pensioenvoordele op las van die Fonds regstreeks aan die betrokke lid of begunstigde betaal.

(5) Bystand of geld wat ingevolge die reëls van die Fonds terugbetaalbaar is en wat onopgeëis bly, dra geen rente nie en indien dit nie binne 'n tydperk van vyf jaar vanaf die datum waarop dit betaalbaar of terugbetaalbaar word, teruggeëis word nie, word dit totaal verbeur deur die betrokke lid of begunstigde en val dit aan die Fonds toe vir die voorsiening van bykomende pensioenvoordele vir die ander lede. As die Fonds binne genoemde tydperk van vyf jaar ontbind sou word, en ondanks andersluidende bepalinge in hierdie klousule, val sodanige geld drie maande na sodanige ontbinding aan die algemene finansies van die Fonds toe.

(6) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, ingevolge hierdie klousule verplig word om 'n lid van die Fonds te word, kan deur die Raad daarvan vrygestel word as hy reeds lid is van 'n pensioen- of voorsorgfonds waarvan die voorwaardes en voordele na die volstreekte goedvinde van die Raad minstens so gunstig is as dié van die Fonds.

12. OORPAKKE EN HANDSKOENE

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

(2) Die werkgewer moet kosteloos aan elke werknemer wat artikels bedruk wat in die Tekstielywerheid geproduseer word, geskikte handskoene vir die beskerming van die hande van so 'n werknemer verskaf.

(3) Indien die dra van beskermende klere voorgeskryf word ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, moet die werkgewer sodanige klere kosteloos aan die werknemer verskaf.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste vier weke diens, minstens 24 uur kennis gee; en

(b) na die eerste vier weke diens, minstens een week skriftelike kennis gee van sy voorneme om die kontrak te beëindig;

of 'n werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur die werknemer of werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing, minstens die volgende te betaal:

(aa) In die geval van 24 uur kennis, die weekloon wat die werknemer onmiddellik voor die datum van dié beëindiging ontvang het, gedeel deur ses in die geval van 'n werknemer wat ses dae per week werk, en vyf in die geval van 'n werknemer wat vyf dae per week werk;

(ab) in die geval van 'n week kennis, die weekloon wat die werknemer ontvang het ten tyde van sodanige beëindiging;

en 'n stukwerker word geag 'n tydwerker te wees vir die toepassing van hierdie bepalinge:

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer of sy werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir albei partye, en vir langer as dié voorgeskryf in hierdie klousule;

(iii) die reg van 'n werkgewer om die dienskontrak sonder kennisgewing te beëindig, indien 'n werknemer—

(a) langer afwesig is as die tydperk van siekteverlof wat in klousule 8 (1) van hierdie Ooreenkoms voorgeskryf word; of

(b) wie se siekte deur 'n siektebystandsfonds ingevolge klousule 8 (3) van hierdie Ooreenkoms gedek word, afwesig is vir 'n tydperk van langer as ses weke waarin hy geregtig is op die betaling van siektebystand deur die fonds:

Voorts met dien verstande dat waar die loon van 'n werknemer op die beëindigingsdatum verminder is deur aftrekkings

(d) The contributions of employers hereby prescribed shall not be refundable.

(4) The moneys received in terms of subclause (3) shall be transmitted by the Fund to underwriters, appointed by the Fund, in respect of and on behalf of each member employee, to cover him for life assurance and pension benefits in accordance with the Fund's rules. All payments of returnable contributions, life assurance and pension benefits shall be made at the direction of the Fund, by the underwriters direct to the member or beneficiary concerned.

(5) Benefits, or moneys refundable in terms of the Fund's rules, which remain unclaimed shall bear no interest and if not claimed within a period of five years from the date on which they became payable or refundable, shall be forfeited by the member or beneficiary concerned and accrue to the Fund for provision of additional pension benefits for continuing members. Should the Fund be dissolved within the said five-year period, and notwithstanding anything to the contrary contained in this clause, such moneys shall accrue to the general finances of the Fund three months after such dissolution.

(6) An employee who, on the date this Agreement comes into operation, would in terms of this clause be obliged to join the Fund, may be granted exemption therefrom by the Council if he is participating in any pension or provident fund the provisions and benefits of which are, in the sole discretion of the Council, not less favourable than those of the Fund.

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) Whenever the wearing of protective clothing is prescribed in terms of the Factories, Machinery and Building Work Act, 1941, such apparel shall be provided by the employer free of cost to the employee.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than 24 hours' notice; and

(b) after the first four weeks of employment, not less than one week's written notice of termination of contract;

or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice, not less than—

(aa) in the case of 24 hours' notice the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of an employee who works 'n six-day week, and five in the case of an employee who works a five-day week;

(ab) in the case of one week's notice, the weekly wage which the employee was receiving at the time of such termination;

and a piece-worker shall be deemed to be a time-worker for the purposes of these provisions:

Provided that this shall not affect—

(i) the right of an employer or his employee to terminate the contract 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 that prescribed in this clause;

(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 clause 8 (1) of this Agreement; or

(b) whose sickness is covered by a sick benefit fund in terms of clause 8 (3) 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;

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect

ten opsigte van korttyd, die uitdrukking "ontvang het ten tyde van sodanige beëindiging" geag word te beteken "sou ontvang het ten tyde van sodanige beëindiging indien geen bedrae ten opsigte van korttyd afgetrek is nie" wanneer 'n werkgewer 'n werknemer betaal in plaas van hom kennis te gee.

(2) Waar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan is, moet die bedrag wat in plaas van kennisgewing betaal word, eweredig wees aan die kennisgewingtydperk waarop besluit is.

(3) (a) Die kennisgewing voorgeskryf in subklousule (1) (a) moet voor of by die aanvang van die dag se werk geskied.

(b) Die kennisgewing voorgeskryf in subklousule (1) (b) moet geskied voor of op die gewone betaaldag van die bedryfsinrigting vir die betrokke werknemer en begin op die dag na dié betaaldag.

Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en dat kennis nie gegee mag word nie tydens 'n werknemer se afwesigheid met verlof, toegestaan kragtens klousule 7, of 'n tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan kragtens klousule 8.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgewer, indien 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste kennis te gee of uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit die geld wat hy ingevolge enige bepalings van hierdie Ooreenkoms aan so 'n werknemer verskuldig is, 'n bedrag aan homself toeëien van hoogstens die werknemer se uurloon ten opsigte van elke uur wat hy sonder gegronde rede in gebreke gebly het om dié kennisgewingstermyn uit te dien. Dié bedrag mag egter altesaam nie meer wees as die bedrag wat so 'n werknemer in plaas van kennisgewing sou moes betaal nie.

14. VRYSTELLINGS

(1) Die Raad kan, behoudens die bepalings van artikel 51 (3) van die Wet, om 'n geldige en afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n werkgewer of werknemer verleen, en moet die voorwaardes en geldigheidsduur ten opsigte van elke vrystelling vasstel. Die Raad kan enige vrystelling deur hom verleen, na een week van kennisgewing intrek, afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het al dan nie.

(2) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik waarop die volgende besonderhede voorkom:

(a) Die naam van die betrokke persoon;

(b) die klousules van die Ooreenkoms waarvan vrystelling verleen word; en

(c) die voorwaardes en termyn van die vrystelling.

15. DIENSSERTIFIKAAT

'n Werkgewer moet by beëindiging van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, dié werknemer kosteloos voorsien van 'n dienssertifikaat wesenlik in die vorm hieronder uiteengesit, wat deur die werkgewer geteken is en waarop die volgende besonderhede voorkom:

Naam van werknemer
en adres

Hierby word verklaar dat ondergenoemde werknemer vir gemelde tyd in diens van hierdie maatskappy, firma of vennootskap was. Sy loonskaal by beëindiging van die kontrak word hieronder aangegee:

Naam van die werknemer voluit.....

Beroep waarin hy in diens was:

By indiensneming

By beëindiging van diens.....

Duur van diens:

Van..... tot

Besoldiging by beëindiging van diens.....

Geteken te.....op.....19.....

Handtekening van werkgewer

Hierdie sertifikaat word uitgereik sonder uitwissing of verandering daaraan.

of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee, in lieu of notice, be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) (a) The notice prescribed in subclause (1) (a) shall be given at or before the commencement of the day's work.

(b) The notice prescribed in subclause (1) (b) shall be given on or before the usual pay-day of the establishment for such employee and shall run from the day after such pay-day:

Provided that—

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military service which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than his hourly wage in respect of each hour on which he failed, without just cause, to work such notice not exceeding, in the aggregate, that which such employee would have had to pay in lieu of notice.

14. EXEMPTIONS

(1) The Council may, subject to the provisions of section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement to or in respect of any employer or employee for any good and sufficient reason and shall fix in respect of each exemption the conditions and period of its effect. 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 clauses of the Agreement from which exemption has been granted; and

(c) the conditions and period of exemption.

15. 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 substantially in the form given hereunder, signed by the employer, showing the following particulars:

Name of employer.....
and address.....

This is to certify that the undermentioned employee was in the service of this company, firm or partnership for the period stated and the rate of pay on termination of contract is given below:

Full name of employee.....

Occupation in which employed:

On engagement.....

On termination.....

Duration of employment:

From to

Rate of pay at termination of employment.....

Signed at on19.....

Signature of employer

This certificate is issued without erasure or alteration thereto.

16. ADMINISTRASIE

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie strydig is met die bepalings van die Ooreenkoms of die Wet nie.

17. AGENTE

Die Raad kan 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 bedryfsinrigtings binne te gaan en dié navrae te doen en dié dokumente, boeke, loonstate, betaalkeuverte en betaalkaartjies na te gaan en dié persone te ondervra wat nodig is om vas te stel of die bepalings van die Ooreenkoms nagekom word.

18. HEFFINGS DEUR DIE RAAD

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 3c per week aftrek van die verdienste van elkeen van sy werknemers waarop hierdie Ooreenkoms van toepassing is.

By die totaal van die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale som vir die betrokke maand voor of op die 15de dag van die volgende maand aan die Sekretaris van die Raad stuur, tesame met 'n staat wat die totale getal betrokke werknemers aantoon.

19. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgewer wat dit nie ingevolge 'n vorige Ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat ná daardie datum tot die Tekstielywerheid toetree, moet binne een maand vanaf die datum waarop hy met werksaamhede begin, onderstaande besonderhede aan die Sekretaris van die Raad, Posbus 2629, Durban, 4001, stuur:

- (a) sy volle naam en adres;
- (b) sy besigheidsadres;
- (c) die datum van aanvang van werksaamhede;
- (d) die seksie van die Nywerheid waarby hy betrokke is;
- (e) die getal werknemers wat onder die jurisdiksie van die Raad val;
- (f) 'n kopie van alle stukwerkstale;
- (g) indien goedkeuring of vrystelling verlang word—
 - (i) kragtens klousule 8 (3) (b), 'n kopie van die reëls van die Siektebystandfonds; of
 - (ii) kragtens klousule 11, voldoende besonderhede van die Pensioenfonds om die aansoek te steun.

(2) As die werkgewer 'n vennootskap of 'n maatskappy is, moet inligting ooreenkomstig subklousule (1) van hierdie klousule verskaf word, benewens die naam waaronder die vennootskap of maatskappy optree, wat die volle name en besigheidsadresse van al die eienaars, vennote, direkteure, bestuurder en sekretaris vermeld.

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

20. VERTEENWOORDIGING VAN DIE VAKVERENIGING IN DIE RAAD

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

21. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

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

22. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting wat maklik vir al die werknemers toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

16. ADMINISTRATION

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with the provision of this Agreement or the Act for the guidance of employers and employees.

17. 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, wages 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.

18. COUNCIL LEVIES

For the purpose of meeting the expenses of the Council each employer shall deduct a levy of 3c per week from the earnings of each of his employees to whom this Agreement applies.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the 15th day of the following month the total sum for the month in question to the Secretary of the Council, accompanied by a statement showing the total number of employees concerned.

19. 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 this Agreement comes into operation and every employer entering the Textile Industry after the date shall, within one month from the date of commencement of operation by him, forward to the Secretary of the Council, P.O. Box 2629, Durban, 4001, the following particulars:

- (a) His full name and address;
- (b) his business address;
- (c) the date of commencement of operation;
- (d) the section of the Industry in which he is engaged;
- (e) the number of employees falling under the jurisdiction of the Council;
- (f) a copy of any piece-work rates;
- (g) if approval or exemption is required—
 - (i) under clause 8 (3) (b), a copy of the rules of the Sick Benefit Fund; or
 - (ii) under clause 11, particulars of the Pension Fund sufficient to support the application.

(2) Where the employer is a partnership or a company, information, in accordance with subclause (1) of this clause, shall be provided in addition to the title under which the partnership or company operates, disclosing the full names and business addresses of all the proprietors, partners, directors, manager and secretary.

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

20. 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.

21. PERSONS UNDER 15 YEARS

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

22. 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.

23. VERBOD OP BUITEWERK

Geen werkgever in die Nywerheid mag vereis of toelaat dat 'n werknemer soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, enige werksaamheid in verband met die sake van die fabriek elders as by die fabriek verrig nie, en enigeen wat 'n werksaamheid in verband met die sake van die fabriek verrig, word geag 'n werknemer in die Tekstielywerheid te wees.

Hierdie Ooreenkoms op hede die 29ste dag van Maart 1979 namens die partye te Durban onderteken deur:

G. T. DOWNES, Voorsitter van die Raad.

N. DANIELS, Ondervoorsitter van die Raad.

BROWN & LEVIN (H. LEVIN), Sekretaris van die Raad.

AANHANGSELS A, B EN C

SEKSIE KOMBERSE EN REISKOMBERSE; KAFFER-BAAI; SEIL EN SEILDOEK, SEILBAND EN GROWWE SEIL

Onderstaande woordskrywing en voorwaardes is van toepassing op die seksie van die Nywerheid omskryf in paragrawe (a) (i) en (ii), (b) (i) en (ii) en (c) van die omskrywing van die Tekstielywerheid in klousule 3, en wel oor eenkomstig klousule 4 van die Ooreenkoms.

1. WOORDOMSKRYWING

"Werknemer graad I" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Kaartsnier (d.w.s. 'n persoon wat kaarte volgens Jacquard-ontwerpe sny);
hoofsaaklik produkte vir defekte ondersoek en ook massameet en aantekeninge maak, met inbegrip van 'n nasiener;
fraaiingmaker aan reiskomberse of tjalties (met die hand of as verantwoordelike bediener by die masjien), maar uitgesonderd die regknip van ente;
muilspinner (dit wil sê, muilraamdrywer of middelbediener);
drukker (dit wil sê, 'n persoon wat ontwerpe met 'n blok-sjabloon of gaas op komberse reiskomberse of tjalties druk);
stikker (dit wil sê, 'n persoon wat met 'n masjien stik en ook kriel- of omboorwerk doen);
getoumonteur;
aanhegter van kettinggaring aan ander kettinggaring;
skeringbereier (d.w.s. 'n persoon wat kettinggaring van keëltolte of kaastolte van 'n tolak maak);
wewer.

"werknemer graad I, gekwalifiseer," beteken 'n werknemer graad I wat die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het.

"werknemer graad I, ongekwalifiseer," beteken 'n werknemer graad I wat nie die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het nie.

"werknemer graad II" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Bediener van outomatiese fraiingmasjien;
kombers- of kleeidstofdroër (met die hand of 'n masjien);
oproller of afdraaier (dit wil sê, 'n persoon wat kettinggarings van bolle of kettingrollers maak) of assistent-skeringbereier;
ketelbediener ('n persoon wat ketels stook en die waterpeil en stoomdruk van ketels in stand hou);
borselmasjienbediener;
kalander- of persmasjienbediener;
kaarddryger;
kaardmasjienbediener;
kleeidstofdroër (met die hand of 'n masjien);
hyskraan- en/of hyserbediener;
snyer—'n persoon wat komberse, reiskomberse of kleeidstof sny (met die hand of 'n masjien);
kaardafstropers van kaardmasjiene;
vouer—'n persoon wat komberse, reiskomberse of kleeidstof vou (met die hand of 'n masjien);
assistent van fraiingmasjienbediener;
skeurwolf-, krielmasjien- of losmaakmasjienbediener;
voorbereider vir aanhegter;
aanlasser en/of afhaler by muilspinner;
pluismasjienbediener;
haspelaar—dit wil sê, 'n persoon wat 'n kettinghaspel bedien vir garingtellings;
bediener van wolwasser, mangel- en droogmasjien;
spinner (draaikan-, "chapon-", trom-, vleuel- of ring-);
steller van pluise aan distelpluiser;

23. PROHIBITION OF OUTWORK

No employer in the Industry shall require or permit any employee as defined in the Factories, Machinery and Building Work Act to perform any activity in connection with the business of the factory elsewhere than at the factory and any person performing any activity in connection with the business of the factory shall be deemed to be an employee in the Textile Manufacturing Industry.

This Agreement signed on behalf of the parties at Durban this 29th day of March 1979.

G. T. DOWNES, Chairman of the Council.

N. DANIELS, Vice-Chairman of the Council.

BROWN & LEVIN (H. LEVIN), Secretaries of the Council.

ANNEXURES A, B AND C

BLANKETS AND RUGS, KAFFIR SHEETING, CANVAS AND DUCK AND TAPES AND WEBBING SECTION

The definitions and conditions specified below apply to the section of the Industry defined in paragraphs (a) (i) and (ii), (b) (i) and (ii) and (c) of the definition of the Textile Manufacturing Industry in clause 3 and pursuant to clause 4 of this Agreement.

1. DEFINITIONS

"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 designs);

examiner of products for flaws as a main occupation in conjunction with mass-measuring and recording, and includes a percher;

fringer of rugs or shawls (by hand or by the attendant in charge of the machine), but not including the trimming of ends;

mule spinner (i.e. head stock driver or middle minder);

printer (i.e. person impressing designs on blankets, rugs or shawls with block stencil or screen);

sewer (i.e. by machine including whipping or binding);

tackler;

tyer-in or twister of a warp to another warp;

warper (i.e. a person making warps from cones or cheeses from a creel);

weaver.

"Grade I employee, qualified," means a Grade I employee who has completed the qualifying periods specified in clause 2 of this Annexure.

"Grade I employee unqualified," means a Grade I employee who has not completed the qualifying periods specified in clause 2 of this Annexure.

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

Automatic fringing machine attendant;

blanket or cloth dryer (by hand or machine);

beamer or winder-off (meaning the making of warps from ball or warper's beams) 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;

card lacer;

carding machine attendant;

cloth dryer (by hand or machine);

crane and/or hoist driver;

cutter—cutting blankets, rugs or cloth (by hand or machine);

fettler of carding machines;

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

fringing machine assistant attendant;

fearnought, whipper, willow or opening machine attendant;

preparer or gaiter for warp tying machine;

piecener and/or doffer on mule spinning;

raising machine attendant;

reeler—a person who operates a warp reel for yarn counts;

scouring, milling and hydro-extracting machine attendant;

spinner (can, chapon, drum, flyer or ring);

teasle setter on teasle raising machine;

knipper—'n persoon wat goedere regknip en skoonmaak voor, gedurende of na afwerking, en ook 'n nopster en 'n stopper;

optoller (dit wil sê, 'n persoon wat garing op spits, kaas- of keëltolte draai);
rafelmasjienbediener.

"Werknemer graad II of nie-gespesifiseerde werknemer, gekwalifiseer," beteken 'n werknemer graad II of nie-gespesifiseerde werknemer wat nie die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het.

"Werknemer graad II of nie-gespesifiseerde werknemer, ongekwalifiseer," beteken 'n werknemer graad II of nie-gespesifiseerde werknemer wat nie die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het nie.

"Werknemer graad III" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Etiket, seëls of plakstrokie aanbring;
pakkette baal, maak, verpak, verseël of toewerk;
inslagbatterye en toltrake vul;
goedere, materiaal, brandstof of gerei dra of opstapel;
skoonmaker;
goedere of boodskappe aflewer;
afhaler, afgesien daarvan of hy garing verpak of nie;
'n masjien voer of iets daarvan afhaal;
vate gedurende kleurprosesse volmaak of roer of kleu-
masjiene laai en ontlai;
tuinwerk verrig;
artikels oplaai, dra, verskuif of opstapel;
goedere, materiaal, brandstof, gerei of masjinerie op- of
aflaai;
vuurmaak, vure aan die gang hou of trek, of afval of as
verwyder;
tee of dergelike drank maak;
masjiene olie en smeer;
nie-kragaangedrewe masjiene met die voet of hand bedien;
'n handvoertuig stoot of trek;
lappe of afval sorteer;
vure in stoomketels stook;
'n besondere masjien of 'n besondere reeks masjiene wat
as 'n eenheid van 'n enkele aandryfmeganisme funksioneer,
onder toesig aan- of afskakel;
ryger—'n persoon wat 'n toutjie deur 'n fraaiing ryg sonder
om die fraaiings te tel;
ongeskoolde werk verrig.
"Wag" beteken 'n werknemer wat persele of ander eien-
dom bewaak, en sluit 'n hekwaagter in.

2. LONE

(1) Behoudens klousule 5 van die Ooreenkoms, mag 'n werkgewer in hierdie seksie nie lone betaal, en 'n werknemer nie lone aanneem wat minder is as dié wat in Kolom B, C of D (na gelang van die geval) van die Eerste Bylae vir sodanige werknemer se klas werk gespesifiseer is nie.

(2) Elke werknemer wat in die betaalweek wat 22 Januarie 1979 onmiddellik voorafgaan, van sy werkgewer 'n hoër loon ontvang het as dié wat vir sy klas werk in Kolom A van die Eerste Bylae gespesifiseer is, moet, as hy in diens is van dieselfde werkgewer, vanaf die datum waarop hierdie Ooreenkoms in werking tree en onderwyl hy voor 21 Januarie 1980 in sodanige diens bly, minstens genoemde loon, plus 'n bykomende 10 persent van die loon soos gespesifiseer in genoemde Kolom A, betaal word.

(3) Elke werknemer wat in die betaalweek wat 21 Januarie 1980 onmiddellik voorafgaan, van sy werkgewer 'n hoër loon ontvang het as dié wat vir sy klas werk in Kolom B van die Eerste Bylae gespesifiseer is, moet, as hy in diens is van dieselfde werkgewer, vanaf 21 Januarie 1980 en onderwyl hy voor 19 Januarie 1981 in sodanige diens bly, minstens genoemde loon, plus 'n bykomende 10 persent van die loon soos gespesifiseer in genoemde Kolom B, betaal word.

(4) Elke werknemer wat in die betaalweek wat 19 Januarie 1981 onmiddellik voorafgaan, van sy werkgewer 'n hoër loon ontvang het as dié wat vir sy klas werk in Kolom C van die Eerste Bylae gespesifiseer is, moet, as hy in diens is van dieselfde werkgewer, vanaf 19 Januarie 1981 en onderwyl hy in sodanige diens bly, minstens genoemde loon, plus 'n bykomende 10 persent van die loon soos gespesifiseer in genoemde Kolom C, betaal word.

(4) *Loswerknemer*.—Vir elke dag of deel van 'n dag diens, moet 'n los werknemer een vyfde van die hoogste loon voorgeskryf in hierdie klousule vir 'n werknemer van sy graad en ondervinding, betaal word.

trimmer—trimming and cleaning goods either before, during or after finishing, and includes a burler and a mender;
winder (meaning the winding of yarn on to cops, cheeses or cones);
tearing machine attendant.

"Grade II employee, or employee not specified, qualified," means a Grade II employee or employee not specified who has completed the qualifying periods specified in clause 2 of this Annexure.

"Grade II employee or employee not specified, unqualified," means a Grade II employee or employee not specified who has not completed the qualifying periods specified in clause 2 of this Annexure.

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

Affixing labels, seals or stickers;
baler, maker, packer, sealer or sewer of packages;
battery or creel filler;
carrier or stacker of goods, materials, fuel or utensils;
cleaner;
deliverer of goods or messages;
doffer, with or without the packing of yarn;
feeding into or taking off from machine;
filler or stirrer of vats in dyeing processes or the loading and unloading of dyeing machines;
gardening work;
lifting, carrying, moving or stacking;
loader or unloader of goods, materials, fuel, utensils or machinery;
making, maintaining or drawing fires or removing refuse or ashes;
making tea or similar beverages;
oiler and greaser of machines;
operating non-power driven machines by foot or hand;
pushing or pulling a manually propelled vehicle;
sorter of rags or waste;
stoker of fires in boilers;
starting or stopping a particular machine or a particular series of machines operating as a single unit from a single drive, under supervision;
stringer—person who passes a string through a fringe without counting the number of fringes;
unskilled labouring duties.

"Watchman" means an employee engaged in guarding premises or other property, and includes a gatekeeper.

2. WAGES

(1) Subject to clause 5 of the Agreement an employer in this section shall not pay, and an employee shall not accept, wages less than those specified for such employee's class of work in Column B, C or D (as the case may be) of the First Schedule.

(2) Every employee who, for the pay-week immediately preceding 22 January 1979, was receiving from his employer a wage in excess of the rate specified for his class of work in Column A of the First Schedule shall, if in the employ of the same employer, be paid with effect from the date this Agreement comes into operation and whilst he continues in such employment prior to 21 January 1980, not less than the said wage plus an additional 10 per cent of the rate so specified in Column A aforesaid.

(3) Every employee who, for the pay-week immediately preceding 21 January 1980, was receiving from his employer a wage in excess of the rate specified for his class of work in Column B of the First Schedule shall, if in the employ of the same employer, be paid with effect from 21 January 1980 and whilst he continues in such employment prior to 19 January 1981, not less than the said wage plus an additional 10 per cent of the rate so specified in Column B aforesaid.

(4) Every employee who, for the pay-week immediately preceding 19 January 1981, was receiving from his employer a wage in excess of the rate specified for his class of work in Column C of the First Schedule shall, if in the employ of the same employer, be paid with effect from 19 January 1981 and whilst he continues in such employment not less than the said wage plus an additional 10 per cent of the rate so specified in Column C aforesaid.

(5) *Casual employee*.—For each day or part of a day of employment a casual employee shall be paid one-fifth of the highest wage prescribed in this clause for an employee of his grade and experience.

EERSTE BYLAE
(AANHANGSELS A, B EN C)

Seksie komberse en reiskomberse; Kafferbaai; seil en seildoek, seilband en growwe seil	A				B				C				D			
	(i)		(ii)		(i)		(ii)		(i)		(ii)		(i)		(ii)	
	M	V	M	V	M	V	M	V	M	V	M	V	M	V	M	V
Werknemer graad I, gekwalifiseer.....	R 24,82	R 19,86	R 23,20	R 18,57	R 27,31	R 21,85	R 25,52	R 20,43	R 30,05	R 24,04	R 28,08	R 22,48	R 33,06	R 26,45	R 30,89	R 24,73
Werknemer graad I, ongekwalifiseer—																
gedurende eerste drie maande onder-																
vinding.....	19,52	15,61	13,27	10,63	21,48	17,18	14,60	11,70	23,63	18,90	16,06	12,87	26,00	20,79	17,67	14,16
gedurende tweede drie maande onder-																
vinding.....	19,52	15,61	14,95	11,96	21,48	17,18	16,45	13,16	23,63	18,90	18,10	14,48	26,00	20,79	19,91	15,93
gedurende derde drie maande onder-																
vinding.....	19,52	15,61	16,62	13,30	21,48	17,18	18,29	14,63	23,63	18,90	20,12	16,10	26,00	20,79	22,14	17,71
gedurende volgende ses maande onder-																
vinding.....	19,91	15,94	18,31	14,66	21,91	17,54	20,15	16,13	24,11	19,30	22,17	17,75	26,53	21,23	24,39	19,53
gedurende laaste ses maande onder-																
vinding.....	21,62	17,30	19,99	16,00	23,79	19,03	21,99	17,60	26,17	20,94	24,19	19,36	28,79	23,04	26,61	21,30
Werknemer graad II of nie-gespesifiseerde																
werknemer, gekwalifiseer.....	22,89	18,32	20,51	16,41	25,18	20,16	22,57	18,06	27,70	22,18	24,83	19,87	30,47	24,40	27,32	21,86
Werknemer graad II of nie-gespesifiseerde																
werknemer, ongekwalifiseer—																
gedurende eerste drie maande onder-																
vinding.....	19,52	15,61	14,95	11,96	21,48	17,18	16,45	13,16	23,63	18,90	18,10	14,48	26,00	20,79	19,91	15,93
gedurende laaste ses maande onder-																
vinding.....	19,52	15,61	16,62	13,30	21,48	17,18	18,29	14,63	23,63	18,90	20,12	16,10	26,00	20,79	22,14	17,71
Werknemer graad III.....	20,98	16,79	18,02	14,43	23,08	18,47	19,83	15,88	25,39	20,32	21,82	17,47	27,93	22,36	24,01	19,22
Wag.....	19,52	—	19,04	—	21,48	—	20,95	—	23,63	—	23,05	—	26,00	—	25,36	—

Kolom: A—Tariewe in klousule 2 (2) van Aanhangsels A, B en C bedoel.
 B—Minimum lone per week, met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.
 C—Minimum lone per week, met ingang van 21 Januarie 1980.
 D—Minimum lone, met ingang van 19 Januarie 1981.
 (i)—Alle gebiede, uitgesonderd die Landdrostrikte Harrismith en Oos-Londen.
 (ii)—Die Landdrostrikte Harrismith en Oos-Londen.
 M—Mans.
 V—Vroue.

FIRST SCHEDULE
(ANNEXURES A, B AND C)

Blankets and rugs, Kaffir sheeting, canvas and duck and tapes and webbing section	A				B				C				D			
	(i)		(ii)		(i)		(ii)		(i)		(ii)		(i)		(ii)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Grade I employee, qualified.....	R 24,82	R 19,86	R 23,20	R 18,57	R 27,31	R 21,85	R 25,52	R 20,43	R 30,05	R 24,04	R 28,08	R 22,48	R 33,06	R 26,45	R 30,89	R 24,73
Grade I employee, unqualified—																
during first three months' experience...	19,52	15,61	13,27	10,63	21,48	17,18	14,60	11,70	23,63	18,90	16,06	12,87	26,00	20,79	17,67	14,16
during second three months' experience...	19,52	15,61	14,95	11,96	21,48	17,18	16,45	13,16	23,63	18,90	18,10	14,48	26,00	20,79	19,91	15,93
during third three months' experience...	19,52	15,61	16,62	13,30	21,48	17,18	18,29	14,63	23,63	18,90	20,12	16,10	26,00	20,79	22,14	17,71
during next six months' experience....	19,91	15,94	18,31	14,66	21,91	17,54	20,15	16,13	24,11	19,30	22,17	17,75	26,53	21,23	24,39	19,53
during last six months' experience....	21,62	17,30	19,99	16,00	23,79	19,03	21,99	17,60	26,17	20,94	24,19	19,36	28,79	23,04	26,61	21,30
Grade II employee, or employee not specified, qualified.....	22,89	18,32	20,51	16,41	25,18	20,16	22,57	18,06	27,70	22,18	24,83	19,87	30,47	24,40	27,32	21,86
Grade II employee, or employee not specified, unqualified—																
during first three months' experience...	19,52	15,61	14,95	11,96	21,48	17,18	16,45	13,16	23,63	18,90	18,10	14,48	26,00	20,79	19,91	15,93
during last six months' experience....	19,52	15,61	16,62	13,30	21,48	17,18	18,29	14,63	23,63	18,90	20,12	16,10	26,00	20,79	22,14	17,71
Grade III employee.....	20,98	16,79	18,02	14,43	23,08	18,47	19,83	15,88	25,39	20,32	21,82	17,47	27,93	22,36	24,01	19,22
Watchman.....	19,52	—	19,04	—	21,48	—	20,95	—	23,63	—	23,05	—	26,00	—	25,36	—

Column: A—Rates referred to in clause 2 (2) of Annexures A, B and C.

B—Minimum wages per week, with effect from the date of coming into operation of this Agreement.

C—Minimum wages per week, with effect from 21 January 1980.

D—Minimum wages per week, with effect from 19 January 1981.

(i)—All areas other than the Magisterial Districts of Harrismith and East London.

(ii) The Magisterial Districts of Harrismith and East London.

M—Male.

F—Female.

AANHANGSEL D

SEKSIE VLOK EN VILT

Onderstaande woordoms krywing en voorwaardes is van toepassing op dié seksie van die Nywerheid omskryf in paragraaf (d) (i), (ii) en (iii) van die omskrywing van die Tekstielnywerheid in klousule 3, en wel ooreenkomstig klousule 4 van die Ooreenkoms.

1. WOORDOMSKRYWING

"Assistent-voorman" beteken 'n werknemer wat die voorman by die uitvoering van sy pligte help en wat namens hom in sy afwesigheid mag optree.

"Ketelbediener" beteken 'n werknemer wat, onder die toesig van 'n voorman, assistent-voorman of 'n hoofketelbediener, daarvoor verantwoordelik is om die waterpeil en stoomdruk van 'n stoomketel in 'n bedryfsinrigting in stand te hou en wat die vuur in die ketel mag stook, hark en uithaal.

"Hoofketelbediener" beteken 'n werknemer wat, onder die toesig van 'n voorman of assistent-voorman, toesig hou oor een of meer ketelbedieners of oor meer as een ketel in 'n bedryfsinrigting.

"Onderbaas" beteken 'n werknemer wat onder die toesig van 'n voorman of assistent-voorman, aan die hoof staan van 'n groep arbeiders.

"Klerk" beteken 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig, en omvat 'n magasynman, versendingsklerk en 'n telefonis.

"Klerk, man, gekwalifiseer," beteken 'n manlike klerk met minstens vyf jaar ondervinding.

"Klerk, man, ongekwalifiseer," beteken 'n manlike klerk met minder as vyf jaar ondervinding.

"Klerk, vrou, gekwalifiseer," beteken 'n vroulike klerk met minstens vier jaar ondervinding.

"Klerk, vrou, ongekwalifiseer," beteken 'n vroulike klerk met minder as vier jaar ondervinding.

"Voorman" beteken 'n werknemer wat aan die hooft staan van die werknemers in 'n bedryfsinrigting, wat beheer oor dié werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte op doeltreffende wyse verrig.

"Fabrieksklerk" beteken 'n werknemer, uitgesonderd 'n klerk, wat onder die toesig van 'n voorman, assistent-voorman of gekwalifiseerde klerk een of meer van die volgende pligte uitvoer:

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

(b) tyd aanteken wat die werknemers werk; en wat 'n magasynman of versendingsklerk oor die algemeen kan help.

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

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

"Werknemer graad I" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Borduurder;

bediener van stewigingsmasjien;

naat-en-omkapmasjienbediener;

vlokkomberse met masjien stik.

"Werknemer, Graad I, gekwalifiseer," beteken 'n werknemer graad I wat die kwalifiserende tydperke in klousule 2 van hierdie Aanhangel gespesifiseer, voltooi het.

"Werknemer graad I, ongekwalifiseer," beteken 'n werknemer graad I wat nie die kwalifiserende tydperke in klousule 2 van hierdie Aanhangel gespesifiseer, voltooi het nie.

ANNEXURE D

FLOCK AND FELT SECTION

The definitions and conditions specified below apply to that section of the Industry defined in paragraph (d) (i), (ii) and (iii) of the definition of the Textile Manufacturing Industry in clause 3 and pursuant to clause 4 of this 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, mass-measuring, 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;

hardening machine attendant;

overlocker machinist;

sewer of quilts by machine.

"Grade I employee, qualified," means a Grade I employee who has completed the qualifying periods specified in clause 2 of this Annexure.

"Grade I employee, unqualified," means a Grade I employee who has not completed the qualifying periods specified in clause 2 of this Annexure.

Werknemer graad II" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Smoutwerktuigbedeiner;
uitklopmasjienbedeiner;
kaardmasjienbedeiner;
snymasjienbedeiner (skouerkussings met masjien sny);

kleedskeermasjienbedeiner, uitgesonderd 'n werknemer wat skouerkussings met 'n masjien sny;

droërbedeiner;
kleurmasjienbedeiner;
rafelmasjienbedeiner;
droogmasjienbedeiner;
ondervilt met die hand meet;
opmeet- en afrolmasjienbedeiner;
vollingmasjienbedeiner;
mengmasjienbedeiner;
deurprikmasjienbedeiner;
losmaakmasjienbedeiner;
watte verpak en/of toedraai;
parsmasjienbedeiner;
takelmasjienbedeiner;
wolwasserbedeiner;
vleëlmasjienbedeiner;
sitkussingstikmasjienbedeiner;
met masjien stik, uitgesonderd graad I-werk;
kleedskeermasjienbedeiner;
pap- of glasuormasjienbedeiner;
spanner;
persrolmasjienbedeiner;
rafelmasjien- of pluismasjienbedeiner;
spandrogingsmasjienbedeiner;
bedeiner van vierkant-omboormasjien vir ondervilt.

"Werknemer graad II, of nie-gespesifiseerde werknemer, gekwalifiseer," beteken 'n werknemer graad II of nie-gespesifiseerde werknemer wat die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het.

"Werknemer graad II, of nie-gespesifiseerde werknemer, ongekwalifiseer," beteken 'n werknemer graad II of nie-gespesifiseerde werknemer wat nie die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het nie.

"Werknemer graad III" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Trekdiervoertuig dryf;
masjinerie olie en smeer;
vasspeld;
naalde of spelde in naaldborde en rafelmasjiene vervang;
lappe of afval sorteer voordat dit gesteriliseer word;
skouerkussings met die hand of masjien stik;
skouerkussings op 'n uittandmasjien regsny.

"Werknemer graad III, gekwalifiseer," beteken 'n werknemer graad III wat die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het.

"Werknemer graad III, ongekwalifiseer," beteken 'n werknemer graad III wat nie die kwalifiserende tydperke in klousule 2 van hierdie Aanhangsel gespesifiseer, voltooi het nie.

"Arbeider" beteken 'n werknemer wat een of meer van die volgende pligte vervul of in een of meer van die volgende hoedanighede werksaam is:

Etiket, seëls of plakstrookies aanbring;
skouerkussings aanmaakwerk;
tolle voer;
met die hand kap;

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

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

"Grade II employee, or employee not specified, qualified," means a Grade II employee or employee not specified who has completed the qualifying periods specified in clause 2 of this Annexure.

"Grade II employee, or employee not specified, unqualified," means a Grade II employee or employee not specified who has not completed the qualifying periods specified in clause 2 of this Annexure.

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

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

"Grade III employee, qualified," means a Grade III employee who has completed the qualifying periods specified in clause 2 of this Annexure.

"Grade III employee, unqualified," means a Grade III employee who has not completed the qualifying periods specified in clause 2 of this Annexure.

"Labourer" means an employee engaged in one or more of the following capacities or duties:

Affixing labels, seals or stickers;
assembling shoulder pads;
bobbin feeding;
chopping by hand;

persele, installasies, masjinerie, gerei, houters of ander artikels skoonmaak of was;

pakkies toemaak, baal, merk en toedraai, maar nie watter verpak of toedraai nie;

kussinkies met die hand sny;

boodskappe, briewe of goedere te voet of met behulp van 'n fiets, driewiel of handvoertuig aflewer;

afhaal;

masjiene voer of daarvan afhaal;

vate by verkolings-, bleik- en kleurprosesse vul en daaroor toesig hou;

batterye met gedistilleerde water vul;

vlok verwyder;

vou;

tuinwerk verrig (onder toesig plant, spit, hark, gras sny, strooi, meng, natlei);

vilt of ondervilt met die hand lym en regknip;

artikels optel, dra, verskuif of stapel;

laai of aflaai;

vuurmaak, vure aan die gang hou of uithaal of afval of as verwyder;

tee of dergelike drank maak;

sakke met die hand heelmaak;

voertuie, uitgesonderd motorvoertuie, olie en smeer;

deure, kiste of houters oop- of toemaak;

lappe uitsoek of was;

'n handvoertuig stoot of trek;

lappe of afval na sterilisasie sorteer;

'n besondere masjien of 'n besondere reeks masjiene wat as 'n eenheid van 'n enkele aandrywing funksioneer, onder toesig aan- of afskakel;

die handvatsel van 'n handmasjien draai;

goedere massameet op 'n gestelde massameter.

"Masjienfaktotum" beteken 'n werknemer, uitgesonderd 'n werktuigkundige, wat kleinere omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees of wat 'n vaardigheidsertifikaat besit wat deur die Registrateur van Vakleerlinge aan hom uitgereik is ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat aan hom uitgereik deur genoemde Registrateur kragtens artikel 2 (7) of artikel 7 (3) van genoemde Wet.

"Masjienbediener" beteken 'n werknemer wat 'n masjien bedien, maar wat nie belangrike meganiese verstellings of belangrike herstelwerk hoef te doen nie.

"Werktuigkundige" beteken 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees of wat 'n vaardigheidsertifikaat besit wat deur die Registrateur van Vakleerlinge aan hom uitgereik is ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat aan hom uitgereik deur genoemde Registrateur kragtens artikel 2 (7) of artikel 7 (3) van genoemde Wet.

"Motorvoertuigdrywer" beteken 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing sluit "motorvoertuig dryf" in alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag, en alle tydperke waarin daar van hom vereis word om op sy pos te bly, gereed om te dryf.

"Deeltydse motorvoertuigdrywer" beteken, ondanks klousule 3 (2) van hierdie Ooreenkoms, 'n werknemer wat gewoonlik met ander pligte as die dryf van 'n motorvoertuig besig is, maar wat vir hoogstens twee uur altesaam op 'n dag 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat "motorvoertuig dryf" alle tydperke waarin gedryf word, en tyd wat die drywer bestee terwyl hy toesig oor die voertuig hou of besig is met werk in verband met die voertuig of sy vrag.

cleaning or washing premises, plant, machinery, utensils, containers or other articles;

closing, baling, marking, wrapping up packages, other than packing or wrapping cotton wool;

cutting pads by hand;

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 machine;

filling and attending vats in carbonising, bleaching and dyeing processes;

filling batteries with distilled water;

flock removing;

folding;

gardening work (planting under supervision, digging, raking, mowing, spreading, mixing, watering);

glueing and trimming felt or underfelt by hand;

lifting, carrying, moving or stacking;

loading or unloading;

making, maintaining or drawing fires, or removing refuse or ashes;

making tea or similar beverages;

mending sacks by hand;

oiling and greasing vehicles, other than motor vehicles;

opening or closing doors, boxes or containers;

picking or washing rags;

pushing or pulling a manually-propelled vehicle;

sorting rags or waste after sterilisation;

starting or stopping a particular machine or a particular series of machines operating as a single unit from a single drive, under supervision;

turning the handle of a hand-operated machine;

mass-measuring goods to a set massmeter.

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

"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.

"Mechanic" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition, the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act.

"Motor vehicle driver" means an employee engaged in driving a motor vehicle, and for the purposes 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", notwithstanding the provisions of clause 3 (2) of this Agreement, means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who for not more than two hours in the aggregate on any day is engaged in driving a motor vehicle, and for the purposes 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, on work connected with the vehicle or its load.

"Toesighouer" beteken 'n werknemer, uitgesonderd 'n voorman of assistent-voorman, wat toesig hou oor 'n groep werknemers graad I- en/of graad II en/of graad III, of wat toesig oor arbeiders mag hou.

"Handelsreisiger" beteken 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting bestellings namens dié bedryfsinrigting van persone vra, werf of opneem om goedere aan hulle te verkoop en/of te lewer.

"Handelsreisiger, gekwalifiseer," beteken 'n handelsreisiger met minstens een jaar ondervinding.

"Handelsreisiger, ongekwalifiseer," beteken 'n handelsreisiger met minder as een jaar ondervinding.

"Wag" beteken 'n werknemer wat persele of ander eiendom bewaak, en sluit 'n hekwagter in.

2. LONE

(1) Behoudens klousule 5 van die Ooreenkoms, mag 'n werkgewer in hierdie seksie nie lone betaal, en mag 'n werknemer nie lone aanneem wat minder is as dié wat in Kolom B, C of D (na gelang van die geval) van die Tweede Bylae vir sodanige werknemer se klas werk gespesifiseer is nie.

(2) Elke werknemer wat in die betaalweek wat 22 Januarie 1979 onmiddellik voorafgaan, van sy werkgewer 'n hoër loon ontvang het as dié wat vir sy klas werk in Kolom A van die Tweede Bylae gespesifiseer is, moet, as hy in diens is van dieselfde werkgewer, vanaf die datum waarop hierdie Ooreenkoms in werking tree en onderwyl hy voor 21 Januarie 1980 in sodanige diens bly, minstens genoemde loon, plus 'n bykomende 10 persent van die loon soos gespesifiseer in genoemde Kolom A, betaal word.

(3) Elke werknemer wat in die betaalweek wat 21 Januarie 1980 onmiddellik voorafgaan, van sy werkgewer 'n hoër loon ontvang het as dié wat vir sy klas werk in Kolom B van die Tweede Bylae gespesifiseer is, moet, as hy in diens is van dieselfde werkgewer, vanaf 21 Januarie 1980 en onderwyl hy voor 19 Januarie 1981 in sodanige diens bly, minstens genoemde loon, plus 'n bykomende 10 persent van die loon soos gespesifiseer in genoemde Kolom B, betaal word.

(4) Elke werknemer wat in die betaalweek wat 19 Januarie 1981 onmiddellik voorafgaan, van sy werkgewer 'n hoër loon ontvang het as dié wat vir sy klas werk in Kolom C van die Tweede Bylae gespesifiseer is, moet, as hy in diens is van dieselfde werkgewer, vanaf 19 Januarie 1981 en onderwyl hy in sodanige diens bly, minstens genoemde loon, plus 'n bykomende 10 persent van die loon soos gespesifiseer in genoemde Kolom C, betaal word.

(5) *Los werknemer.*—Vir elke dag of deel van 'n dag diens, moet 'n los werknemer een vyfde van die hoogste loon voorgeskryf in hierdie klousule vir 'n werknemer van sy graad en ondervinding, betaal word.

(6) 'n Werknemer, graad II- of graad III, 'n nie-gespesifiseerde werknemer of 'n arbeider wat meer as vyf jaar ononderbroke diens by dieselfde werkgewer gehad het, moet of 'n verhoging van 5 persent van sy voorgeskrewe loon betaal word, of die langdienstoekenning waarvoor in klousule 4 (10) van hierdie Ooreenkoms voorsiening gemaak word, na gelang van wat van tyd tot tyd vir hom die gunstigste is.

3. GETALVERHOUDING

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

"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, and includes a gatekeeper.

2. WAGES

(1) Subject to clause 5 of the Agreement, an employer in this section shall not pay, and an employee, shall not accept, wages less than those specified for such employee's class of work in Column B, C or D (as the case may be) of the Second Schedule.

(2) Every employee who, for the pay-week immediately preceding 22 January 1979, was receiving from his employer a wage in excess of the rate specified for his class of work in Column A of the Second Schedule shall, if in the employ of the same employer, be paid with effect from the date this Agreement comes into operation and whilst he continues in such employment prior to 21 January 1980, not less than the said wage plus an additional 10 per cent of the rate so specified in Column A aforesaid.

(3) Every employee who, for the pay-week immediately preceding 21 January 1980, was receiving from his employer a wage in excess of the rate specified for his class of work in Column B of the Second Schedule shall, if in the employ of the same employer, be paid with effect from 21 January 1980 and whilst he continues in such employment prior to 19 January 1981, not less than the said wage plus an additional 10 per cent of the rate so specified in Column B aforesaid.

(4) Every employee who, for the pay-week immediately preceding 19 January 1981, was receiving from his employer a wage in excess of the rate specified for his class of work in Column C of the Second Schedule shall, if in the employ of the same employer, be paid with effect from 19 January 1981 and whilst he continues in such employment, not less than the said wage plus an additional 10 per cent of the rate so specified in Column C aforesaid.

(5) *Casual employee.*—For each day or part of a day of employment, a casual employee shall be paid one-fifth of the highest wage prescribed in this clause for an employee of his grade and experience.

(6) A Grade II or Grade III employee, employee not specified or labourer who has served more than five years continuously with the same employer shall be paid either an increment of 5 per cent of his prescribed wage, or the long service award provided for in clause 4 (10) of this Agreement, whichever is the more favourable from time to time.

3. PROPORTION OR 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 clerical 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.

TWEEDE BYLAE
(AANHANGSEL D)

Seksie vlok en vilt	A				B				C				D				
	(i)		(ii)		(i)		(ii)		(i)		(ii)		(i)		(ii)		
	M	V	M	V	M	V	M	V	M	V	M	V	M	V	M	V	
	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
Assistent-voorman.....	37,66	30,14	34,42	27,54	41,43	33,16	37,87	30,30	45,58	36,48	41,66	33,33	50,14	40,13	45,83	36,67	
Ketelbediener.....	19,30	15,44	17,69	14,15	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88	
Hoofketelbediener.....	31,60	25,09	28,91	23,14	34,76	27,82	31,81	25,46	38,24	30,61	35,00	28,01	42,07	33,68	38,50	30,82	
Onderbaas.....	20,61	16,50	18,91	15,14	24,68	21,15	21,81	20,33	27,15	23,27	23,90	22,37	29,87	25,60	26,19	24,61	
Klerk, man, gekwalifiseer.....	39,15	—	35,78	—	47,93	—	43,04	—	52,73	—	47,34	—	58,01	—	52,08	—	
Klerk, man, ongekwalifiseer—																	
gedurende eerste jaar ondervinding.....	18,22	—	14,64	—	23,00	—	19,50	—	25,30	—	21,45	—	27,83	—	23,60	—	
gedurende tweede jaar ondervinding.....	20,49	—	18,74	—	25,78	—	24,01	—	28,36	—	26,42	—	31,20	—	29,07	—	
gedurende derde jaar ondervinding.....	25,35	—	23,20	—	31,45	—	30,12	—	34,60	—	33,14	—	38,00	—	36,46	—	
gedurende vierde jaar ondervinding.....	32,69	—	28,07	—	37,68	—	36,24	—	41,45	—	39,87	—	45,60	—	43,86	—	
gedurende vyfde jaar ondervinding.....	35,47	—	32,44	—	43,88	—	40,50	—	48,27	—	44,55	—	53,10	—	49,01	—	
Klerk, vrou, gekwalifiseer.....	—	25,04	—	22,90	—	27,55	—	25,19	—	30,31	—	27,71	—	33,35	—	30,49	—
Klerk, vrou, ongekwalifiseer—																	
gedurende eerste jaar ondervinding.....	—	15,67	—	14,36	—	18,40	—	15,80	—	20,24	—	17,38	—	22,27	—	19,12	—
gedurende tweede jaar ondervinding.....	—	18,30	—	16,74	—	20,24	—	18,42	—	22,27	—	20,27	—	24,50	—	22,30	—
gedurende derde jaar ondervinding.....	—	21,19	—	19,39	—	23,31	—	21,33	—	25,64	—	23,47	—	28,21	—	25,82	—
gedurende vierde jaar ondervinding.....	—	23,60	—	21,58	—	25,96	—	23,74	—	28,56	—	26,12	—	31,42	—	28,74	—
Fabrieksklerk, gekwalifiseer.....	25,35	20,29	23,20	18,57	31,13	24,68	28,55	21,63	34,25	27,15	31,41	23,80	37,68	29,87	34,56	26,18	—
Fabrieksklerk, ongekwalifiseer—																	
gedurende eerste ses maande onder-																	
vinding.....	18,22	14,58	15,21	12,17	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88	—
gedurende tweede ses maande onder-																	
vinding.....	20,86	16,69	19,09	15,27	26,19	20,72	24,03	18,00	28,81	22,80	26,44	19,80	31,70	25,08	29,09	20,78	—
Vroulike werknemers wat uitsluitlik in diens																	
is vir die sorteer en uitsoek van lappe:																	
(a) In die landdrostrikte Bellville,																	
Die Kaap, Goodwood, Simonstad																	
en Wynberg, en die munisipale gebied																	
van Kuilsrivier—																	
gedurende eerste ses maande onder-																	
vinding.....	—	12,30	—	11,14	—	18,40	—	—	—	20,24	—	—	—	22,27	—	—	—
gedurende tweede ses maande onder																	
vinding.....	—	12,98	—	11,62	—	18,40	—	—	—	20,24	—	—	—	22,27	—	—	—
daarna.....	—	13,66	—	13,02	—	18,40	—	—	—	20,24	—	—	—	22,27	—	—	—
(b) Ander gebiede:																	
gedurende eerste ses maande onder-																	
vinding.....	—	12,30	—	11,14	—	17,20	—	15,60	—	18,92	—	17,16	—	20,82	—	18,88	—
gedurende tweede ses maande onder-																	
vinding.....	—	12,98	—	11,62	—	17,20	—	15,60	—	18,92	—	17,16	—	20,82	—	18,88	—
daarna.....	—	13,66	—	13,02	—	17,20	—	15,60	—	18,92	—	17,16	—	20,82	—	18,88	—
Voorman.....	48,24	38,60	44,09	35,28	53,07	42,46	48,50	38,81	58,38	46,71	53,35	42,70	64,22	51,39	58,69	46,97	—
Werknemer graad I, gekwalifiseer.....	23,29	18,63	21,68	17,34	29,16	23,09	27,55	21,76	32,08	25,40	30,31	23,94	35,29	27,94	33,35	26,34	—
Werknemer graad I, ongekwalifiseer—																	
gedurende eerste ses maande onder-																	
vinding.....	18,22	14,58	14,95	11,96	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88	—
gedurende tweede ses maande onder-																	
vinding.....	19,91	15,94	18,31	14,66	25,45	20,13	23,85	18,81	28,00	22,15	26,24	20,70	30,80	24,37	28,87	22,77	—

Seksie vlok en vilt	A				B				C				D			
	(i)		(ii)		(i)		(ii)		(i)		(ii)		(i)		(ii)	
	M	V	M	V	M	V	M	V	M	V	M	V	M	V	M	V
Werknemer graad II of nie-gespesifiseerde werknemer, gekwalifiseer.....	20,69	16,56	18,31	14,66	26,00	20,81	22,73	19,40	28,60	22,90	25,01	21,34	31,46	25,19	27,52	23,48
Werknemer graad II of nie-gespesifiseerde werknemer, ongekwalifiseer—																
gedurende eerste drie maande onder-																
vinding.....	18,22	14,58	15,38	12,30	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
gedurende tweede drie maande onder-																
vinding.....	19,00	15,21	16,62	13,30	24,04	19,23	20,87	17,13	26,45	21,16	22,96	18,85	29,10	23,28	25,26	20,74
gedurende derde drie maande onder-																
vinding.....	19,85	15,88	17,48	13,99	25,08	20,06	21,81	18,66	27,59	22,07	24,00	20,53	30,35	24,28	26,40	22,59
Werknemer graad III gekwalifiseer.....	19,90	15,93	16,78	13,42	27,68	22,36	22,92	18,13	30,45	24,70	25,85	19,95	33,50	27,17	28,44	21,95
Werknemer graad III ongekwalifiseer—																
gedurende eerste drie maande onder-																
vinding.....	18,64	14,92	15,44	12,36	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,26	23,60	18,88
gedurende tweede drie maande onder-																
vinding.....	19,49	15,59	16,34	13,07	27,23	20,52	22,44	17,74	29,96	22,58	24,69	19,52	32,96	24,84	27,16	21,48
Arbeiders onder die ouderdom van 18 jaar:																
(a) In die landdrostrikte Bellville,																
Die Kaap, Goodwood, Simonstad																
en Wynberg, en die munisipale																
gebied van Kuilsrivier.....	16,34	13,07	—	—	17,98	18,40	—	—	19,78	20,24	—	—	21,76	22,27	—	—
(b) Ander gebiede.....	15,35	12,28	14,08	11,27	16,89	17,20	15,49	15,60	18,58	18,92	17,04	17,16	20,44	20,82	18,75	18,88
Arbeiders, 18 jaar en ouer:																
(a) In die landdrostrikte Bellville,																
Die Kaap, Goodwood, Simonstad																
en Wynberg, en die munisipale																
gebied van Kuilsrivier.....	19,83	15,87	—	—	23,00	18,40	—	—	25,30	20,24	—	—	27,83	22,27	—	—
(b) Ander gebiede.....	19,11	15,29	15,90	12,72	21,50	17,20	19,50	15,60	23,65	18,92	21,45	17,16	26,02	20,82	23,60	18,88
Masjienfaktotum.....	34,38	27,51	31,44	25,16	37,82	30,27	34,59	27,68	41,61	33,30	38,05	30,45	45,78	36,63	41,86	33,50
Werktuigkundige.....	48,18	38,54	44,02	35,22	53,00	42,40	48,43	38,75	58,30	46,64	53,28	42,63	64,13	51,31	58,61	46,90
Motorvoertuigdrywer.....	25,50	20,41	23,35	18,69	28,05	22,46	25,69	20,56	30,86	24,71	28,26	22,62	33,95	27,19	31,09	24,89
Deeltydse motorvoertuigdrywer.....	18,22	14,58	16,27	13,02	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
Toesighouer.....	34,38	27,51	31,44	25,16	37,82	30,27	34,59	27,68	41,61	33,30	38,05	30,45	45,78	36,63	41,86	33,50
Handelsreisiger, gekwalifiseer.....	50,55	40,45	46,19	36,95	55,61	44,50	50,81	40,65	61,18	48,95	55,90	44,72	67,30	53,85	61,49	49,20
Handelsreisiger, ongekwalifiseer—																
gedurende eerste ses maande onder-																
vinding.....	39,15	31,32	35,78	28,63	43,07	34,46	39,36	31,50	47,38	37,91	43,30	34,65	52,12	41,71	47,63	38,12
gedurende tweede ses maande onder-																
vinding.....	45,97	36,78	42,02	33,62	50,57	40,46	46,23	36,99	55,63	44,51	50,86	40,69	61,20	48,97	55,95	44,76
Wag.....	20,77	16,62	19,04	15,24	26,50	18,40	22,40	16,77	29,15	20,24	24,65	18,45	32,07	22,27	27,10	20,30

Kolom: A—Tariewe in klousule 2 (2) van Aanhangsel D bedoel.

B—Minimum lone per week, met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.

C—Minimum lone per week, met ingang van 21 Januarie 1980.

D—Minimum lone per week, met ingang van 19 Januarie 1981.

(i)—Alle gebiede, uitgesonderd die landdrostrikte Harrismith en Oos-Londen.

(ii)—Die landdrostrikte Harrismith en Oos-Londen.

M—Mans.

V—Vroue.

SECOND SCHEDULE
(ANNEXURE D)

Flock and felt section	A				B				C				D			
	(i)		(ii)		(i)		(ii)		(i)		(ii)		(i)		(ii)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Assistant foreman.....	R 37,66	R 30,14	R 34,42	R 27,54	R 41,43	R 33,16	R 37,87	R 30,30	R 45,58	R 36,48	R 41,66	R 33,33	R 50,14	R 40,13	R 45,83	R 36,67
Boiler attendant.....	19,30	15,44	17,69	14,15	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
Boiler attendant in charge.....	31,60	25,09	28,91	23,14	34,76	27,82	31,81	25,46	38,24	30,61	35,00	28,01	42,07	33,68	38,50	30,82
Chargehand.....	20,61	16,50	18,91	15,14	24,68	21,15	21,81	20,33	27,15	23,27	23,90	22,37	29,87	25,60	26,19	24,61
Clerical employee, male, qualified.....	39,15	—	35,78	—	47,93	—	43,04	—	52,73	—	47,34	—	58,01	—	52,08	—
Clerical employee, male, unqualified—																
during first years' experience.....	18,22	—	14,64	—	23,00	—	19,50	—	25,30	—	21,45	—	27,83	—	23,60	—
during second years' experience.....	20,49	—	18,74	—	25,78	—	24,01	—	28,36	—	26,42	—	31,20	—	29,07	—
during third years' experience.....	25,35	—	23,20	—	31,45	—	30,12	—	34,60	—	33,14	—	38,00	—	36,46	—
during fourth years' experience.....	32,69	—	28,07	—	37,68	—	36,24	—	41,45	—	39,87	—	45,60	—	43,86	—
during fifth years' experience.....	35,47	—	32,44	—	43,88	—	40,50	—	48,27	—	44,55	—	53,10	—	49,01	—
Clerical employee, female, qualified.....	—	25,04	—	22,90	—	27,55	—	25,19	—	30,31	—	27,71	—	33,35	—	30,49
Clerical employee, female, unqualified—																
during first years' experience.....	—	15,67	—	14,36	—	18,40	—	15,80	—	20,24	—	17,38	—	22,27	—	19,12
during second years' experience.....	—	18,30	—	16,74	—	20,24	—	18,42	—	22,27	—	20,27	—	24,50	—	22,30
during third years' experience.....	—	21,19	—	19,39	—	23,31	—	21,33	—	25,64	—	23,47	—	28,21	—	25,82
during fourth years' experience.....	—	23,60	—	21,58	—	25,96	—	23,74	—	28,56	—	26,12	—	31,42	—	28,74
Factory clerk, qualified.....	25,35	20,29	23,20	18,57	31,13	24,68	28,55	21,63	34,25	27,15	31,41	23,80	37,68	29,87	34,56	26,18
Factory clerk, unqualified—																
during first six months' experience.....	18,22	14,58	15,21	12,17	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
during second six months' experience.....	20,86	16,69	19,09	15,27	26,19	20,72	24,03	18,00	28,81	22,80	26,44	19,80	31,70	25,08	29,09	20,78
Female employees engage exclusively in sorting or picking rags:																
(a) In the Magisterial Districts of Bellville, Goodwood, The Cape, Simonstown and Wynberg, and the municipal area of Kuils River—																
during first six months' experience..	—	12,30	—	11,14	—	18,40	—	—	—	20,24	—	—	—	22,27	—	—
during second six months' experience..	—	12,98	—	11,62	—	18,40	—	—	—	20,24	—	—	—	22,27	—	—
thereafter.....	—	13,66	—	13,02	—	18,40	—	—	—	20,24	—	—	—	22,27	—	—
(b) Other areas—																
during first six months' experience...	—	12,30	—	11,14	—	17,20	—	15,60	—	18,92	—	17,16	—	20,82	—	18,88
during second six months' experience.	—	12,98	—	11,62	—	17,20	—	15,60	—	18,92	—	17,16	—	20,82	—	18,88
thereafter.....	—	13,66	—	13,02	—	17,20	—	15,60	—	18,92	—	17,16	—	20,82	—	18,88
Foreman.....	48,24	38,60	44,09	35,28	53,07	42,46	48,50	38,81	58,38	46,71	53,35	42,70	64,22	51,39	58,69	46,97
Grade I employee, qualified.....	23,29	18,63	21,68	17,34	29,16	23,09	27,55	21,76	32,08	25,40	30,31	23,94	35,29	27,94	33,35	26,34
Grade I employee, unqualified—																
during first six months' experience.....	18,22	14,58	14,95	11,96	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
during second six months' experience....	19,91	15,94	18,31	14,66	25,45	20,13	23,85	18,81	28,00	22,15	26,24	20,70	30,80	24,37	28,87	22,77

Flock and felt section	A				B				C				D			
	(i)		(ii)		(i)		(ii)		(i)		(ii)		(i)		(ii)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Grade II employee, or employee not specified, qualified.....	20,69	16,56	18,31	14,66	26,00	20,81	22,73	19,40	28,60	22,90	25,01	21,34	31,46	25,19	27,52	23,48
Grade II employee, or employee not specified, unqualified—																
during first three months' experience....	18,22	14,58	15,38	12,30	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
during second three months' experience..	19,00	15,21	16,62	13,30	24,04	19,23	20,87	17,13	26,45	21,16	22,96	18,85	29,10	23,28	25,26	20,74
during third three months' experience....	19,85	15,88	17,48	13,99	25,08	20,06	21,81	18,66	27,59	22,07	24,00	20,53	30,35	24,28	26,40	22,59
Grade III employee, qualified.....	19,90	15,93	16,78	13,42	27,68	22,36	22,92	18,13	30,45	24,70	25,85	19,95	33,50	27,17	28,44	21,95
Grade III employee, unqualified—																
during first three months' experience....	18,64	14,92	15,44	12,36	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,26	23,60	18,88
during second three months' experience..	19,49	15,59	16,34	13,07	27,23	20,52	22,44	17,74	29,96	22,58	24,69	19,52	32,96	24,84	27,16	21,48
Labourers under the age of 18 years:																
(a) In the Magisterial Districts of Bellville, Goodwood, The Cape, Simonstown and Wynberg, and the municipal area of Kuils River.....	16,34	13,07	—	—	17,98	18,40	—	—	19,78	20,24	—	—	21,76	22,27	—	—
(b) Other areas.....	15,35	12,28	14,08	11,27	16,89	17,20	15,49	15,60	18,58	18,92	17,04	17,16	20,44	20,82	18,75	18,88
Labourer, 18 years of age and over:																
(a) In the Magisterial Districts of Bellville, Goodwood, The Cape, Simonstown and Wynberg, and the municipal area of Kuils River.....	19,83	15,87	—	—	23,00	18,40	—	—	25,30	20,24	—	—	27,83	22,27	—	—
(b) Other areas.....	19,11	15,29	15,90	12,72	21,50	17,20	19,50	15,60	23,65	18,92	21,45	17,16	26,02	20,82	23,60	18,88
Machine handyman.....	34,38	27,51	31,44	25,16	37,82	30,27	34,59	27,68	41,61	33,30	38,05	30,45	45,78	36,63	41,86	33,50
Mechanic.....	48,18	38,54	44,02	35,22	53,00	42,40	48,43	38,75	58,30	46,64	53,28	42,63	64,13	51,31	58,61	46,90
Motor vehicle driver.....	25,50	20,41	23,35	18,69	28,05	22,46	25,69	20,56	30,86	24,71	28,26	22,62	33,95	27,19	31,09	24,89
Part-time motor vehicle driver.....	18,22	14,58	16,27	13,02	23,00	18,40	19,50	15,60	25,30	20,24	21,45	17,16	27,83	22,27	23,60	18,88
Supervisor.....	34,38	27,51	31,44	25,16	37,82	30,27	34,59	27,68	41,61	33,30	38,05	30,45	45,78	36,63	41,86	33,50
Traveller, qualified.....	50,55	40,45	46,19	36,95	55,61	44,50	50,81	40,65	61,18	48,95	55,90	44,72	67,30	53,85	61,49	49,20
Traveller, unqualified—																
during first six months' experience.....	39,15	31,32	35,78	28,63	43,07	34,46	39,36	31,50	47,38	37,91	43,30	34,65	52,12	41,71	47,63	38,12
during second six months' experience....	45,97	36,78	42,02	33,62	50,57	40,46	46,23	36,99	55,63	44,51	50,86	40,69	61,20	48,97	55,95	44,76
Watchman.....	20,77	16,62	19,04	15,24	26,50	18,40	22,40	16,77	29,15	20,24	24,65	18,45	32,07	22,27	27,10	20,30

Column: A—Rates referred to in Clause 2 (2) of Annexure D.

B—Minimum wages per week with effect from the date of coming into force of this Agreement.

C—Minimum wages per week with effect from 21 January 1980.

D—Minimum wages per week with effect from 19 January 1981.

(i)—All areas other than the Magisterial Districts of Harrismith and East London.

(ii)—The Magisterial Districts of Harrismith and East London.

M—Male.

F—Female.

No. R. 2070

21 September 1979

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941TEKSTIELNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Tekstielywerheid gepubliseer by Goewermentskennisgewing R. 2069 van 21 September 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2070

21 September 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941TEXTILE INDUSTRY, REPUBLIC OF
SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Textile Industry published under Government Notice R. 2069 of 21 September 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

*Vakwoordeboeke**Technical Dictionaries*

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15 000 terme: Afr.-Eng., Eng.-Afr.

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Other• TWEETALIGE LYS GEOLOGIESE EN VERWANTE
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Compiled by the Division Geological Survey, Department of Mines, in collaboration with the Suid-Afrikaanse Akademie vir Wetenskap en Kuns

154 pp; soft cover

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Contents: Apart from pure geological terms those relevant to mineralogy, petrology, geomorphology, geophysics, etc., are also included

Price R1,25, abroad R1,60, post free.

AMPTELIKE PLEKNAME

Amptelike plekname wat sedert 1940 op aanbeveling van die Pleknamekomitee deur die destydse Minister van Onderwys goedgekeur is, is in 1951 gepubliseer in 'n boek wat as die *Amptelike Plekname in die Unie en Suidwes-Afrika* bekend gestaan het. Hierdie publikasie is nou hersien en bygewerk tot 1 April 1977 en die drukwerk is pas deur die Staatsdrukker voltooi.

Die publikasie staan nou bekend as *Amptelike Plekname in die Republiek van Suid-Afrika en in Suidwes-Afrika* (1977) en word uitgegee deur die Nasionale Pleknamekomitee van die Departement van Nasionale Opvoeding.

Naas 'n insiggewende *Inleiding* wat onder andere handel oor algemene beginsels, Afrikaanse en Engelse name en name uit Inboorlingtale word 'n alfabetiese lys van alle amptelike plekname in die Republiek van Suid-Afrika en in Suidwes-Afrika, asook sommige plekname in die buurstate verstrek met besonderhede in elke geval van—

- (a) die provinsie of buurstaat waarin die betrokke plek geleë is;
- (b) die naam van die distrik, munisipale gebied of nabygeleë sentrum om identifikasie van die ligging van die plek te vergemaklik;
- (c) die aard van die plek (met ander woorde of dit 'n dorp, dorpsgebied, stedelike gebied, landbouhoewe, motorbushalte, poskantoor of stasie is);
- (d) die roete waarlangs die bepaalde plek in die geval van 'n stasie of motorbushalte is.

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Stuur my asseblief eksemplaar/eksempelare van die *Amptelike Plekname in die Republiek van Suid-Afrika en in Suidwes-Afrika* waarvoor ek die bedrag van R..... insluit.

Naam.....

Adres.....

.....

.....

.....

Datum

Handtekening

OFFICIAL PLACE NAMES

Official place names approved since 1940 by the then Minister of Education on the recommendation of the Place Names Committee were published in 1951 in a book known as *Official Place Names in the Union and South-West Africa*.

This publication has now been revised and brought up to date to 1 April 1977 and the printing has just been completed by the Government Printer. The book is now entitled *Official Place Names in the Republic of South Africa and in South-West Africa (1977)* and is issued by the National Place Names Committee of the Department of National Education.

In addition to an informative *Introduction* dealing with general principles, Afrikaans and English place names and place names from Indigenous languages, an alphabetical list is given of all official place names in the Republic of South Africa and in South-West Africa, as well as some in neighbouring states with particulars in each case of—

- (a) the province or neighbouring state in which the place concerned is situated;
- (b) the name of the district, municipal area or near-by centre to facilitate identification of the situation of the place;
- (c) the nature of the place (i.e. whether it is a town, township, urban area, agricultural holding, motorbus halt, post office or railway station);
- (d) the route on which the place is situated in the case of a railway station or motorbus halt.

The book consists of 550 pages in A5 format with an *Introduction* in Afrikaans and in English. The pages are thread-stitched and bound in a hard cover.

Dealing as it does with official place names and the naming of places, this publication will be of considerable value, not only to those who wish or have to consult it for official or other purposes, but also to students of onomastics, of linguistics and natural science, as well as to teachers, researchers, historians, geographers, etc. It may even become a sought-after item for Africana collectors.

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