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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 651.]

[5 May 1967.

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, CAPE.

MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the 13th May, 1967, and for the period ending the 12th December, 1969, upon the employers' organisations and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisations or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (h), 14 (3), 24, 27 and 28, shall be binding from the 13th May, 1967, and for the period ending the 12th December, 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester;
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester and from the 13th May, 1967 and for the period ending the 12th December, 1969, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (h), 14 (3), 24, 27 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and
- (d) in terms of section 48 (7) of the said Act, declare that the provisions of clause 28 of the Agreement shall be binding from the 13th May, 1967, and for the period ending the 12th December, 1969, upon such principals or contractors as are referred to in the said clause and upon persons to whom work is given out on contract by such principals or contractors in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester.

M. VILJOEN,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 651.]

[5 Mei 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, KAAP.

HOOFOOREENKOMS.

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkomstig wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf 13 Mei 1967 en vir die tydperk wat op 12 Desember 1969 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (h), 14 (3), 24, 27 en 28, vanaf 13 Mei 1967 en vir die tydperk wat op 12 Desember 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester;
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (h), 14 (3), 24, 27 en 28, vanaf 13 Mei 1967 en vir die tydperk wat op 12 Desember 1969 eindig, in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en
- (d) kragtens artikel 48 (7) van genoemde Wet, dat die bepalings van klousule 28 van die Ooreenkoms vanaf 13 Mei 1967 en vir die tydperk wat op 12 Desember 1969 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousule en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

AGREEMENT

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

Cape Clothing Manufacturers' Association,
Cape Knitting Industry Association

(hereinafter referred to as "the employers" or "the employers' organization") of the one part, and the

Garment Workers' Union of the Western Province

(hereinafter referred to as "the employees" or "the Trade Union") of the other part, being parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester by the employers and employees in the Clothing Industry; provided that for the purpose of this clause the expression "Clothing Industry" shall not include the "Knitting Division" or the "Ladies' Hosiery Division" as hereinafter defined.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall—

- (i) only apply in respect of employees for whom wages are prescribed in this Agreement;
- (ii) not apply to employees and working directors whose wages are not less than R3,120 per annum.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section forty-eight of the Act, and shall remain in force until the 12th December, 1969, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary appears, words importing the masculine gender shall include female; further, unless inconsistent with the context:

"Act" means the Industrial Conciliation Act, 1956;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 9; Provided—

- (i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause (4) (1), it means such higher amount;
- (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 7, received over and above the amount which he would have received if he had not been employed on such a basis;

"belt-boy" means an employee engaged in mending broken machine belts and/or assisting the establishment's mechanic;

"assistant despatch packer" means an employee who assists the Despatch packer in the performance of his duties and who may in addition be required to load or unload vehicles and/or deliver goods and act as a guard on the vehicle;

"boiler attendant" means an employee engaged in firing a boiler and maintaining the water level and steam pressure;

"clerical employee" means an employee—

- (i) employed in the calculation, recording and payment of wages including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;
- (ii) employed in the writing, typing or filing of correspondence;
- (iii) employed in bookkeeping, including accounting machine operators, cost and statistical clerks, operators of calculating machines;
- (iv) employed in dealing with records required in terms of the Agreement, i.e. maintaining of factory record cards, employees' blue service cards, time sheets, X-ray examinations and Provident Fund records;
- (v) employed as a shipping clerk;
- (vi) employed as an invoice clerk;
- (vii) employed as a mannequin;
- (viii) employed as a cashier or telephone operator;
- (ix) employed in the keeping of main stock records;

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die—

Cape Clothing Manufacturers' Association;

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

(hieronder die „werknemers" of die „Vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester nagekom word deur die werkgewers en die werknemers in die Klerasienywerheid; met dien verstande dat, vir die toepassing van hierdie klousule, dit uitdrukking „Klerasienywerheid" nie ook die „Brei-afdeling" of die „Dameskousafdeling", soos hieronder omskryf, omvat nie.

(b) Ondanks die bepalings van subklousule (a) is die terme van hierdie Ooreenkoms—

- (i) slegs van toepassing op werknemers vir wie lone in die Ooreenkoms voorgeskryf word;
- (ii) nie van toepassing op werknemers en werkende direkteure wie se lone minstens R3,120 per jaar bedra nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel 48 van die Wet mag vasstel en bly van krag tot 12 Desember 1969 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en 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 die vroulike geslag; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet" die Wet op Nywerheidsversoenings, 1956;

„loon" die geldbedrag betaalbaar aan 'n werknemer kragtens klousule 4 (1) ten opsigte van sy gewone werkure soos in klousule 9 voorgeskryf: Met dien verstande—

- (i) dat as 'n werkgever gereeld 'n werknemer ten opsigte van sodanige werkure 'n hoër bedrag betaal as wat in klousule 4 (1) voorgeskryf word, dit die hoër bedrag beteken;
- (ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word nie dat dit besoldiging bedoel of insluit wat 'n werknemer, in diens op enige grondslag in klousule 7 bepaal, bo en behalwe die bedrag ontvang het wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;

„dryfbandhersteller" 'n werknemer wat gebreke masjiendryfbande herstel en/of die bedryfsinrigting se werktuigkundige behulpzaam is;

„assistent-versendingsverpakker" 'n werknemer wat die versendingsverpakker help by die uitvoering van sy pligte en van wie daar ook vereis mag word om voertuie op of af te laai en/of goedere af te lewer en as wag op die voertuig op te tree;

„ketelbediener" 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk in stand hou;

„klerk" 'n werknemer wat—

- (i) in diens geneem is om lone te bereken, aan te teken, en te betaal, en ook die operateur van rekenmasjiene en ander meganiese hulpmiddels en die persoon wat aansporingsbonusbetalings uit die fabrieksregisters bereken, maar uitgesonderd 'n persoon wat betaalkoeverte met die hand of 'n masjien uitskryf;
- (ii) in diens geneem is om skryf-, tik- of liasseerwerk in verband met korrespondensie te doen;
- (iii) in diens geneem is om boek te hou, en ook 'n rekenmasjienebediener, kosteberekenings- en statistiekklerk en die bediener van 'n rekenmasjien;
- (iv) in diens geneem is om te werk met die registers wat ingevolge die Ooreenkoms vereis word, d.w.s. om fabrieksregisterkaarte, werknemers se blou dienskaarte, tydstate, X-straalondersoek- en Voorsorgfondregisters by te hou;
- (v) in diens geneem is as 'n verskeppingsklerk;
- (vi) in diens geneem is as 'n faktuurklerk;
- (vii) in diens geneem is as 'n mannekyn;
- (viii) in diens geneem is as 'n kassier of telefonis;
- (ix) in diens geneem is om die hoofvoorraadregisters te hou;

- (x) who is responsible for receipt and/or despatch of goods; in an establishment, or in any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on.

"clothing Industry" or "Industry" which consists of the clothing, knitting, and shirt sections, shall include—

- (a) the making of all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other night-wear; and
- (b) the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

"clothing section" means—

- (a) that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;
- (b) the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities; but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

"knitting section" means that section in which employers and employees are associated for the knitting of fabric and/or hosiery and/or garments knitted on circular, flat or fully fashioned machinery, and shall include the making up of garments from knitted fabric in the establishment in which the said fabric was knitted;

"clicker" means an employee who cuts parts of garments from dies using a mechanical or hydraulic press;

"conveyor" means any type of moving mechanical apparatus, which feeds work to employees engaged in sectional operations;

"Council" means the Industrial Council for the Clothing Industry (Cape) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"cutter" means an employee engaged in one or more of the following operations:—

- (a) Chalking or marking in the outlines of garments or "lays" of garments from patterns;
- (b) cutting out garments or lay-ups of garments by electric, hand or band-knife or by shears;
- (c) cutting of sample garments;
- (d) cutting of knitted garments from lays;
- (e) shaping of panties and vests by sears;
- (f) cutting of gussets by machine;

"dealer" or "general dealer" means a person holding a licence under item II of the Second Schedule of the Licences Consolidation Act;

"despatch packer" means an employee who is wholly or mainly engaged in making up parcels or bales in readiness for transport or delivery;

"errand boy" means an employee under the age of 21 years who delivers letters, messages and parcels outside the factory on foot or by means of a bicycle, tricycle or hand-propelled vehicles;

"establishment" means any place in which the Clothing Industry is carried on;

"experience" means—

(i) in relation to—

- (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience was gained;
- (b) a traveller, the total period or periods of employment which such employee has had as a traveller, in the Clothing Industry and/or Knitting Division;

(ii) in relation to employees other than clerical, travellers, labourers, belt-boys, mechanics, boiler attendants, drivers, despatch packers, watchmen, messengers, errand boys and tea-girls—

- (a) the total period or periods of employment of an employee in any branch of the Clothing Industry, in any capacity other than that of a clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, driver of a vehicle, despatch packer, caretaker (or watchman);

- (x) verantwoordelik is vir die ontvangs en/of versending van goedere in 'n bedryfsinrigting of in 'n ander perseel wat deel mag uitmaak van of wat grens of verbonde is aan die bedryfsinrigting waarin die werksaamhede van die werkgewer uitgeoefen word;

"klerasiënwyerheid" of "Nywerheid", wat uit die klerasie-, brei- en hemdeseksie bestaan, ook die volgende—

- (a) die vervaardiging van alle soorte mans- en seunshoede en pette van tweed en linne en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke) vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, serpe, lapgordels en gedeeltes van kledingstukke, slaapkleren en ander nagklere; en

- (b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke by die grootmaat soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike owerheid, maar uitgesonderd die vervaardiging van hoede of jasse en kostuums vir dames en meisies of enige ander boklere wat vir individuele persone volgens maat gemaak word;

"klerasieseksie"—

- (a) daardie seksie van die Klerasiënwyerheid waarin alle soorte mans- en seunshoede en -pette van tweed en linne en alle soorte bo- en onderklere gemaak word;

- (b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke by die grootmaat soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of 'n plaaslike owerheid; maar uitgesonderd hemde, boordjies, dasse, slaapkleren en ander nagklere, hoede en die vervaardiging van jasse en kostuums vir dames of meisies of enige ander boklere wat volgens die maat van individuele persone gemaak word;

"breiseksie" daardie seksie waarin werkgewers en werknemers met mekaar geassosieer is met die doel om kledingstof en/of kouse en/of kledingstukke op ronde, plat of ten volle gefatsoeneerde masjinerie te brei en ook die maak van kledingstukke uit gebreide stowwe in die bedryfsinrigting waarin genoemde kledingstof gebrei is;

"perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel sny deur 'n meganiese of hidrouliese pers te gebruik;

"vervoertoestel" enige soort bewegende meganiese toestel wat die werk aanvoer na werknemers wat die werksaamhede daaraan stukkewys verrig;

"Raad" die Nywerheidsraad vir die Klerasiënwyerheid (Kaap) wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"snyer" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) die buitelyne van kledingstukke of lae kledingstukke met kryt of op 'n ander manier afmerk met behulp van patrone;

- (b) kledingstukke of lae kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr uitsny;

- (c) monsterkledingstukke sny;

- (d) gebreide kledingstukke uit lae sny;

- (e) damesbroekies en -frokies met 'n skêr fatsoeneer;

- (f) insetsels met 'n masjien sny;

"handelaar" of "algemene handelaar" 'n persoon wat 'n lisensie ooreenkomstig Item 11 van die Tweede Bylae van die Licenties Konsolidasie Wet hou;

"versendingsverpakker" 'n werknemer wat uitsluitlik of hoofsaaklik pakkette of bale opmaak vir vervoer of aflewering;

"bode" 'n werknemer onder die leeftyd van 21 jaar wat briewe, boodskappe en pakkette te voet of met behulp van 'n fiets, driewiel of handvoertuig buite die fabriek aflewer;

"bedryfsinrigting" 'n plek waarin die Klerasiënwyerheid beoefen word;

"ondervinding"—

(i) in verband met—

- (a) 'n klerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n klerk gehad het, afgesien van die bedryf waarin sodanige ondervinding opgedoen is;

- (b) "handelsreisiger" die totale tydperk of tydperke diens wat sodanige werknemer as 'n handelsreisiger gehad het in die Klerasiënwyerheid en/of Brei-afdeling;

(ii) in verband met ander werknemers as klerke, handelsreisigers, arbeiders, dryfbandherstellers, werktuigkundiges, ketelbedieners, drywers, versendingsverpakkers, wage, bodes, boodskappers en teemaaksters—

- (a) die totale tydperk of tydperke diens wat 'n werknemer in enige vertakking van die Klerasiënwyerheid gehad het in enige ander hoedanigheid as dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, drywer van 'n voertuig, versendingsverpakker, oppasser (of wag);

- (iii) in relation to a belt-boy, an errand boy and/or messenger and a tea-girl—
- (a) the total period or periods of employment which such employee has had as a belt-boy, errand boy and/or messenger and tea-girl, as the case may be in the Clothing Industry and/or Knitting Division;
- (iv) where retail or private tailors or retail or private dressmakers seek employment in the Clothing Industry in a capacity other than clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, despatch packer, driver of a vehicle, caretaker (or watchman), their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;
- (v) where ironers and/or folders and/or operators of a Hoffman press who have been employed in the laundry trade seek employment as ironers and/or folders, and/or pressers in the Clothing Industry their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;
- (vi) where employees, who have been employed in the Knitting Division see employment in the Clothing Section in any of the occupations listed below, their total experience in such occupations shall be reckoned for the purpose of calculating the minimum wage at which they may commence service:—
- (i) Assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
 - (ii) assistant to Mechanic;
 - (iii) bobbin-winding, i.e. winding bobbins with a bobbin winder;
 - (iv) cleaning, i.e. cutting or trimming off loose ends of cotton left on garments by previous operators;
 - (v) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;
 - (vi) cutting of bias binding;
 - (vii) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
 - (viii) cutting of traveller's swatches;
 - (ix) examining of cut and/or uncut parts of lays;
 - (x) female employees not elsewhere specified;
 - (xi) folding garments;
 - (xii) folders and turners; Stamping and/or transferring by hand or machine;
 - (xiii) ironing and folding or ironing, folding and pinning garments;
 - (xiv) line feeders;
 - (xv) machinist, i.e. an employee who performs any operation by sewing machine;
 - (xvi) male employees not elsewhere specified;
 - (xvii) marking the position of pockets, buttons or button-holes, cutting the mouth of hip pockets;
 - (xviii) mechanic;
 - (xix) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
 - (xx) operator of shrinking press or machine;
 - (xxi) operating a zip machine;
 - (xxii) packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;
 - (xxiii) passer, i.e. an employee who examines parts of or the finished garments for flaws;
 - (xxiv) plain-sewing, i.e. performing by hand one or more of the following operations:
Felling crutch lining in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on brides by hand fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses.
 - (xxv) pressing off finished garments by hand or machine;
 - (xxvi) sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;
 - (xxvii) sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;

(iii) in verband met 'n dryfbandhersteller, bode en/of boodskapper en teemaakster—

- (a) die totale tydperk of tydperke diens wat sodanige werknemer gehad het as 'n dryfbandhersteller, bode en/of boodskapper en teemaakster, na gelang van die geval, in die Klerasiennywerheid en/of Brei-afdeling;
- (iv) dat, in gevalle waar kleinhandel- of private snyers of kleinhandel- of private kleremakers in die Klerasiennywerheid werk soek in enige ander hoedanigheid as dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, versendingsverpakker, drywer van 'n voertuig, opsigter (of wag), hul totale onder-vinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;
- (v) dat, waar strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die wasserybedryf werksaam was, in die Klerasiennywerheid werk soek as strykers en/of opvouers en/of persers, hul totale onder-vinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;
- (vi) dat, waar werknemers wat in die Brei-afdeling werksaam was, in die Klerasienseksie werk soek in engeen van die beroepe gemeld in die lys hieronder hul totale onder-vinding in sodanige beroepe moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar:—
- (i) Dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
 - (ii) assistent vir werktuigkundige;
 - (iii) spoel opdraai, d.w.s. spoel met 'n spoelopdraai-toestel opdraai;
 - (iv) skoonmaak, d.w.s. los entjies garing wat deur vorige werkers aan kledingstukke gelaat is, afsny of afknip;
 - (v) voerder van 'n vervoertoestel, d.w.s. 'n werknemer wat daarvoor verantwoordelik is om voorbereide dele van kledingstukke in 'n vervoertoestel te voer vir verdere werksaamhede en wat deur een of meer sorteerders bygestaan mag word;
 - (vi) skuinsomboorsel sny;
 - (vii) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek en patroon-passing van materiaal;
 - (viii) monsterboekies vir handelsreisigers sny;
 - (ix) gesnyde en/of ongesnyde gedeeltes van lae onder-soek;
 - (x) vroulike werknemers nie elders gemeld nie;
 - (xi) kledingstukke opvou;
 - (xii) opvouers en omdraaiers: stempel of kalkeer met die hand of 'n masjien;
 - (xiii) kledingstukke stryk en opvou of stryk, opvou en vasspeld;
 - (xiv) lynvoerders;
 - (xv) masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;
 - (xvi) manlike werknemers nie elders gemeld nie;
 - (xvii) die posisie van sakke, knope of knoopsgate merk, die bek van agtersakke sny;
 - (xviii) werktuigkundige;
 - (xix) herstelwerk, d.w.s. die ondersoek van gebreide kledingstukke om defekte te ontdek en die verhelping van sodanige defekte;
 - (xx) bediener van 'n krimppers of masjien;
 - (xxi) bediening van 'n ritssluiters;
 - (xxii) verpakker, d.w.s. die verpakking van kledingstukke in dose of ander geskikte omslae of die bymeekaarmaak van kledingstukke in bondels voordat dit na die versendingsafdeling gestuur word;
 - (xxiii) nasiener, d.w.s. 'n werknemer wat gedeeltes van 'n kledingstuk of die afgewerkte kledingstukke ondersoek met die doel om gebreke te ontdek;
 - (xxiv) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:—
Soomafwerking van mikvoerings in broeke; soomafwerking van sitvlakke; permanente omslae vaswerk; soomafwerking van lyfbandvoerings of gedeeltes daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerkies verrig; soomafwerking van krae of armsgate van onderbaadjies; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en verskillende bykomstige naaiwerkies verrig; soomafwerking van die onderente van voerings of nate daarvan wat alreeds in posisie vasgeryg is; soomafwerking van omboorsels; hanglissies maak en aanwerk; oplegels wat reeds in posisie vasgeryg is, binne vaswerk; seildoekvoerings maak;
 - (xxv) klaargemaakte kledingstukke met die hand of met 'n masjien pers;
 - (xxvi) skuinsnywerk, d.w.s. die fatsoen van die krae afmerk of regsny as voorbereiding vir ander werksaamhede;
 - (xxvii) sorteerwerk, d.w.s. sorteerwerk in verband met verskillende werksaamhede of die sorteer en losryg van afvalstukke kouse voordat dit weer opgedraai word;

- (xxviii) stamper, i.e. stamping sizes and/or identifying work numbers on garments or parts of garments;
- (xxix) trimming of collars or cuffs by knife, scissors or contour machine;
- (xxx) writing of labels.

and subject to the provisions of clause 4 (4) of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated.

"foreman" or "male supervisor" or "forewoman" or "female supervisor" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his or her care in a factory or a department of a factory.

"grade I employee, male" means a male employee engaged in one or more of the following duties or capacities:—

- (1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;
- (2) passer, i.e. an employee who examines the finished-off garment for flaws;
- (3) pressing of finished garments by hand or machine;
- (4) fitter-up, i.e. an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjust the outsides and insides together accurately so that the parts may go forward to the machine to be put together correctly;
- (5) baster including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (6) shaping designs of lapels and collars of coats preparatory to underbasting;
- (7) cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;
- (8) copying of master patterns (excluding the construction thereof) in pleating process;
- (9) mechanic;
- (10) setting automatic pleating machine and shall include a male employee not elsewhere specified in this Agreement.

"grade II employee, male" means a male employee engaged in one or more of the following duties or capacities:

- (1) Putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;
- (2) putting prepared formers in steambox and taking them out again in hand or loom pleating process;
- (3) taking material out of looms in hand or loom pleating process;
- (4) guiding material with paper through automatic pleating machine;
- (5) powdering lays from perforated master lays and perforating lays with a tracing wheel;
- (6) assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
- (7) assistant to mechanic;
- (8) cutting of bias binding;
- (9) underpressing of men's and boys' melton and linen caps;
- (10) operating a shrinking press;
- (11) cutting of travellers' swatches;
- (12) ironing fly-linings;
- (13) retracing master lays;
- (14) putting fasteners on caps;
- (15) label pring.

"grade I employee, female" means a female employee engaged in one or more of the following duties or capacities:—

- (1) Machinist, i.e. an employee who performs any operation by sewing machine;
- (2) baster, including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (3) shaping designs of lapels and collars of coats preparatory to underbasting;
- (4) finisher, i.e. an employee who performs one or more of the following operations by hand: Putting pads or wadding into shoulders of coat; fastening or "serging" sleeve-heads; wadding sleeve-heads; felling silk-facings already basted in position; making button-holes by hand; felling sleeve-head linings, holdings such in position with the fingers;
- (5) ironing and folding or ironing, folding and pinning garments in the shirt section and for ladies' dresses and/or underwear;

- (xxviii) stempelwerker, d.w.s. groottes en/of identifiserende werknommers op kledingstukke of gedeeltes van kledingstukke afstempel;
- (xxix) boordjies of mansjette met 'n mes, 'n skêr of 'n kontoermasjien afwerk;
- (xxx) etikette uitskryf;

en elke dienskontrak word, behoudens die bepalings van klousule 4 (4) van hierdie Ooreenkoms, geag aaneenlopend te wees vanaf die datum waarop die werknemer by die werkgever in diens getree het tot die datum waarop sodanige diens wettiglik beëindig word;

"voorman" of "opsigter" of "voorvrou" of "opsigster" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan hom of haar toevertrou is in 'n fabriek of 'n afdeling van 'n fabriek;

"graad I-werknemer, man," 'n manlike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is;

- (1) Masjienwerker, d.w.s. 'n werknemer wat met 'n naaimasjien enige werksaamheid in verband met die maak van klerre verrig;
- (2) nasiener, d.w.s. 'n werknemer wat die afgewerkte kledingstuk ondersoek met die doel om gebreke te ontdek;
- (3) klaar kledingstukke met die hand of met 'n masjien stryk;
- (4) pasmaker, d.w.s. 'n werknemer wat die buitekant van kledingstukke en die uitgesnyde voerings (opmaaksel) by mekaar laat pas sodat dié dele na die masjien kan gaan om reg aanmekeargewerk te word;
- (5) ryger, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding van ander werksaamhede in posisie geplaas word, en/of binnerygwerk, d.w.s. die voerings van baadjies in posisie vaswerk ter voorbereiding van die aanmekeerwerk van die kantsome;
- (6) ontwerpe van lapelle en krae van baadjies fatsoeneer voordat die voering vasgeryg word;
- (7) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek en patroonaanpassing van materiaal;
- (8) Kopiering van moederpatrone (uitgesonderd die konstruksie daarvan) en die plooiproses;
- (9) werktuigkundige;
- (10) 'n outomatiese plooiemasjien stel, en ook 'n manlike werknemer wat nie elders in hierdie Ooreenkoms gemeld word nie;

"graad II-werknemer, man," 'n manlike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (1) Materiaal tussen twee papierbome (vormers) plaas en voorberei vir stoomkas in hand- of boomplooiproses;
- (2) voorbereide vormers in stoomkas plaas en hulle weer uitneem in hand- of boomplooiproses;
- (3) materiaal van bome verwyder in hand- of boomplooi-proses;
- (4) materiaal deur middel van papier lei deur outomatiese plooiemasjien;
- (5) poeier op lae strooi deur middel van geperforeerde moederlae en lac met 'n kopieerwiel perforeer;
- (6) dose inmekearsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
- (7) assistent vir werktuigkundige;
- (8) skuinsomboorsel sny;
- (9) melton- en linnepette vir mans en seuns onderpers;
- (10) 'n krimppers bedien;
- (11) monsterboekies vir handelsreisigers sny;
- (12) gulpvoerings stryk;
- (13) moederlae weer natrek;
- (14) knippe aan pette heg;
- (15) etikette druk.

"graad I-werknemer, vrou," 'n vroulike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (1) Masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;
- (2) ryger, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie in posisie geplaas word ter voorbereiding vir ander werksaamhede en/of binnerygwerk, d.w.s. voering van baadjies op hul plek met die hand vasryg ter voorbereiding van die aanmekeerwerk van randnate;
- (3) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings vasgeryg word;
- (4) afwerker, d.w.s. 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig: stoppels of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue insit; soomafwerking van syvoorkante wat reeds in posisie geryg is; knoopsgate met die hand maak; soomafwerking van die voerings van die bo-ente van die moue terwyl dit met die vingers in posisie gehou word;
- (5) kledingstukke stryk en opvou of kledingstukke stryk, opvou en vasspeld in die hemdeseksie en in die geval van rokke en/of onderklere vir dames;

- (6) hand "patent" turners engaged in turning out or turning over the edges of collars, bands, cuffs, tabs or pockets with the use of a hand-iron;
- (7) retracing master lays;
- (8) laying up and cutting of lace according to pattern;
- (9) passer, i.e. an employee who examines parts of or the finished garments for flaws;
- (10) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;
- (11) ironing of fly-linings;
- (12) making bows for dresses;
- (13) beading and/or embroidering by hand;
- (14) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
- (15) operating automatic lace sewing and/or embroidery machines;
- (16) cutting individual ties by hand, and shall include a female employee not elsewhere specified in this Agreement.

"grade II employee, female," means a female employee engaged in one or more of the following duties or capacities:—

- (1) bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (2) cleaning, i.e. cutting or trimming off loose ends of cotton left on garments by previous operators;
- (3) folding and/or buttoning up garments;
- (4) ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed;
- (5) machine patent turning, i.e. operating any form of automatic or semi-automatic machine which turns out or turns over the edges of points of collars, bands, cuffs, tabs, pockets, including the semi-automatic machine making collar tabs;
- (6) marking the position of pockets, buttons or button-holes in the shirt section; cutting the mouth of hip pockets;
- (7) pinning shirts;
- (8) pinning underwear motifs and trimmings; making and pinning underwear bows;
- (9) sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;
- (10) sorting, i.e. sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
- (11) packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles or orders prior to their being sent to the despatch department;
- (12) plain-sewing, i.e. performing by hand one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted in position; making canvasses; sewing hooks and eyes onto collars.

- (13) table-hand, i.e. an employee engaged in water-proofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution; painting seams of oilskins and waterproof hats;
- (14) stamper, i.e. stamping sizes and/or identifying work numbers on garments or parts of garments;
- (15) crimper;
- (16) ironing seams of ties, including bow ties;
- (17) operator of semi-automatic press-studs machine;
- (18) trimming of collars or cuffs by knife, scissors or contour machine;
- (19) operator of hand-operated button covering machine;
- (20) operating shrinking press;
- (21) passing garments through steam press and receiving out at the other end;
- (22) sewing shoulder pads into dresses and/or unlined coats;
- (23) fitting garments on models but excluding marking, measuring or cutting off of material;
- (24) underpressing of men's and boys' melton or linen caps;
- (25) line feeders;
- (26) operating a zip machine;
- (27) operating an electric rubber welding machine;
- (28) cutting cloth from scallops;
- (29) writing of labels;

- (6) „handpatentdraaiers" wat die rande van boordjies, bande, mansjette, stroke of sakke omkeer of omdraai met behulp van 'n handyster;
- (7) moederlae weer natrek;
- (8) kant oplê en sny volgens patroon;
- (9) nasiener, d.w.s. 'n werknemer wat gedeeltes van kledingstukke of klaargemaakte kledingstukke ondersoek ten einde defekte te ontdek;
- (10) vervoertoestelbediener, d.w.s. 'n werknemer wat daarvoor verantwoordelik is om voorbereide dele van kledingstukke in 'n vervoertoestel te voer vir verdere werksaamhede en wat deur een of meer sorteerdere bygestaan mag word;
- (11) gulpvoerings stryk;
- (12) strikke vir rokke maak;
- (13) kraal- en/of borduurwerk met die hand verrig;
- (14) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek na en patroon-aanpassing van stowwe;
- (15) outomatiese kantnaai- en/of borduurmasjiene bedien;
- (16) individuele dasse met die hand sny, en ook 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms gemeld word nie.

„graad II-werknemer, vrou," 'n vroulike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (1) Spoele opdraai, d.w.s. spoele met 'n spoelopdraaitoestel opdraai;
- (2) skoonmaak, d.w.s. los entjies garing wat deur vorige werkers daar gelaat is, van kledingstukke afsny of afknip;
- (3) kledingstukke opvou en/of vasknoop;
- (4) los boordjies stryk of kledingstukke wat alreeds gevou of gestryk is, in die hemdeseksie oorstrik;
- (5) patentmasjiendraaiwerk, d.w.s. enige soort outomatiese of halfoutomatiese masjiene bedien wat die kante of punte van boordjies, bande, mansjette, stroke en sakke omkeer of omdraai, met inbegrip van die halfoutomatiese masjiene wat boordjiesstroke maak;
- (6) die posisie van sakke, knope of knoopsgate in die hemdeseksie merk; die bekke van agtersakke sny;
- (7) hende vasspeld;
- (8) motiewe en versiersels van onderklere vasspeld; strikke vir onderklere maak en vasspeld;
- (9) skuinssnywerk, d.w.s. die fatsoen van die krae merk en regsny voordat ander werksaamhede verrig word;
- (10) sorteerwerk, d.w.s. sorteerwerk vir verskillende werksaamhede verrig, of afvalstukke kouse sorteer en losryg voordat dit weer opgedraai word;
- (11) verpakker, d.w.s. kledingstukke in dose of ander geskikte omslae verpak of kledingstukke in bondels of volgens bestellings bymekaarmaak voordat dit na die versendingsafdeling gestuur word;
- (12) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:—

Soomafwerking van mikvoerings in broeke; soomafwerking van sitvlakke; permanente omslae vassit; soomafwerking in bandvoerings of dele daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerk verrig; soomafwerking van krae of armsgate van onderbaadjies; krae of lapelle opstop; soomkoorde met die hand vaswerk; rand-verstywers vaswerk en bykomstige naaiwerk verrig; knope met die hand vaswerk; soomafwerking van sitvlakke van voerings, of nate daarvan, wat alreeds in posisie geryg is; soomafwerking van oomboorsels; hangliissies maak en vaswerk; oplegsele wat reeds vasgeryg is, van binne vaswerk; seildoekvoerings maak; hakies en ogies aan krae vaswerk;

- (13) tafelwerker, d.w.s. 'n werknemer wat werk in verband met waterdigtingsprosesse verrig deur nate en rande met 'n rubberoplossing te bestryk en dan in klein houthandroller daaroor te rol en die uitgedrukte stukkie rubberoplossing verwyder; nate van oliejasse en waterdigte hoede bestryk;
- (14) stempelwerker, d.w.s. groottes en/of identifiserende werknommers afstempel op kledingstukke of gedeeltes van kledingstukke;
- (15) krimper;
- (16) die nate van dasse, met inbegrip van strikdasse, stryk;
- (17) bediener van 'n halfoutomatiese drukknopmasjiene;
- (18) boordjies of mansjette met 'n skêr, 'n mes of 'n kontoermasjiene regknip;
- (19) bediener van 'n knoopoortrekmasjiene wat met die hand gewerk word;
- (20) 'n krimppers bedien;
- (21) kledingstukke deur 'n stoompers stuur en dit aan die anderkant afneem;
- (22) kussinkies in rokke en/of nie-uitgevoerde kortjasse vaswerk;
- (23) kledingstukke aan modelle pas maar nie materiaal afmerk, meet of afsny nie;
- (24) melton- of linnepette vir mans en seuns onderpers;
- (25) lynvoerders;
- (26) 'n ritssluitermasjiene bedien;
- (27) 'n elektriese rubberlasmasjiene bedien;
- (28) materiaal van uitskulpings afsny;
- (29) etikette uitskryf;

- (30) trimming and cleaning of belts after lining and belt have been machined together;
- (31) eyelet punching and letting;
- (32) covering buckles by hand or machine;
- (33) stamping on of sizes;
- (34) rivetting buckles; bending belt buckle; punching holes for buckle and prong; pressing buckle prong onto buckle; stapling buckle onto belt;
- (35) machine patent turning of loops;
- (36) assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
- (37) cutting of bias binding;
- (38) ironing of creases on cuffs of shirts and crease lines in front of shirts;
- (39) examining of cut and/or uncut parts of lays;
- (40) cutting of travellers' swatches;
- (41) hand-sewing operations on ties;
- (42) winding or unwinding of lace, embroidery, braids, ribbons, binding and elastic;
- (43) inserting bones or wires by hand; assembling inner and outer brassiere cups by hand; cutting and capping of steels, bones or wires; rivetting of hooks and eyes and swedging of buckles and press studs; cutting of elastic or shoulder straps by hand or by means of automatic machines; assembling suspenders and shoulder straps by hand; cutting individual girdle blanks; pasting, sticking or pinning panels on girdle blanks; ironing of partly-assembled brassiere cups and girdle or corset panels; folding and rolling of bias binding by means of automatic machines; in the manufacture of foundation garments;
- (44) cutting of lace, shoulder straps and ribbons into required lengths (excluding the cutting from lays or according to pattern);
- (45) label printing;
- (46) operator of a semi-automatic or automatic fusing machine;
- (47) ironing on of fusible interlining with hand iron and positioning and spot-fusing of fusible interlining with special machine;

"head cutter" means a qualified cutter as defined in the Agreement who is in charge of and actively supervises the cutting department of an establishment;

"hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 (1) of this Agreement, for the respective classes, divided by 42½;

"interlining cutter" in the shirt section, means an employee employed solely in cutting linings for shirts, collars, pyjamas and other nightwear.

"knitting division" means that division of the knitting section in which employers and employees are associated for the knitting of fabric and/or garments and shall include—

- (a) the making up of fully-fashioned garments;
- (b) the making up of semi-fashioned garments;
- (c) the making up of men's, ladies' and children's socks but shall exclude the making up of knitted garments from uniform width knitted fabric in the piece;

"ladies' hosiery division" means that division of the Knitting Section in which employers and employees are associated in an establishment which is registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the knitting of ladies' hosiery from artificial fibre, silk, cotton, wool or any combination thereof or of any material; and includes all operations incidental to the aforesaid activities;

"layer-up" means an employee engaged in laying up material preparatory to cutting and/or who sorts parts from the cut lay;

"learner" means an employee whose period or periods of employment does not entitle him to be paid the qualified wage prescribed in clause 4 (1) for an employee of his class;

"messenger" means a female employee engaged in carrying messages or garments or parts of garments from one operation to another within the establishment;

"monthly wage" means the weekly wage multiplied by 4½;

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

"pattern grader" means an employee who grades patterns from any material to various sizes according to requirements or directions given to him and shall include an employee employed on pattern grading who has had 5 years' experience as a cutter, and an employee engaged in making master patterns for looms or formers in hand or loom pleating process;

"patent machine" means a button, button-hole, padding or felling machine;

"piece-work" means any system by which earnings are calculated upon the quantity or output of work performed;

"qualified" means in relation to an employee in the industry, an employee other than a learner or an unskilled labourer, mechanic, caretaker, assistant despatch packer, driver of a vehicle or watchman;

- (30) lyfbande afwerk en skoonmaak nadat die voering en die lyfband aanmekeer gestik is;
- (31) vetergaatjies pons en inlaat;
- (32) gespes met die hand of 'n masjien oortrek;
- (33) groottes afstempel;
- (34) gespes vasklink; lyfbandgespes buig; gaatjies vir gespe en tong-pons; die tong van die gespe aan die gespe vasdruk; gespes aan lyfbande vasklink;
- (35) die maak van lissies volgens masjienpatent;
- (36) dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
- (37) skuinsomboorsel sny;
- (38) kreukels in mansjette van hemde en voulyne in die borsstukke van hemde stryk;
- (39) gesnyde en/of ongesnyde gedeeltes van lae ondersoek;
- (40) monsterboekies vir handelsreisigers sny;
- (41) handnaaiwerk aan dasse verrig;
- (42) kant, borduursel, galon, lint, omboorsel en rek opdraai of afdraai;
- (43) balein of draad met die hand insit; die binne- en die buitekante van die kelke van buustelyfies met die hand monteër; stroke staal, balein of draad sy en punttoppies daarop aanbring; hakies en ogies vasklink en gespes en drukknope vasdruk; rek of skouerbande met die hand of deur middel van outomatiese masjien sny; kousophouers en skouerbande met die hand monteër; individuele blindestukke vir gordels uitsny; panele aan blindestukke vir gordels plak, vassteek of vasspeld; gedeeltelik gemonteerde kelke vir buustelyfies en panele vir gordels of korsette stryk; skuinsband deur middel van outomatiese masjien vou en rol—by die vervaardiging van vormkledingstukke;
- (44) kant, skouerbande en lint volgens vereiste lengtes sny (maar nie snywerk van lae af of volgens 'n patroon nie);
- (45) die druk van etikette;
- (46) bediener van 'n halfoutomatiese of outomatiese vassmeltmasjien;
- (47) tussenvoering wat vasgesmelt kan word, met 'n handyster vasstryk en tussenvoering wat vasgesmelt kan word, in posisie plaas en met 'n spesiale masjien op sekere punte vassmelt;

„hoofsnier" 'n gekwalifiseerde snier soos in die Ooreenkoms omskryf, wat aan die hoof staan van en aktief toesig hou oor die snyafdeling van 'n bedryfsinrigting;

„uurloon" die weekloon wat vir die onderskeie klasse in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word, gedeel deur 42½;

„binnevoeringsnyer" in die hemdeseksie, 'n werknemer wat uitsluitlik voerings vir hemde, boordjies, slaappakke en ander nagklere sny;

„brei-afdeling" daardie afdeling van die Breiseksie waarin werkgewers en werknemers met mekaar geassosieer is met die doel om kledingstof en/of kledingstukke te brei en ook—

- (a) die vervaardiging van ten volle gefatsoeneerde kledingstukke;
- (b) die vervaardiging van halfgefattoeneerde kledingstukke;
- (c) die vervaardiging van sokkies vir mans, dames en kinders; maar uitgesonderd die vervaardiging van gebreide kledingstukke van gebreide ceinstukstowwe van 'n eenvormige wydte;

„dameskous-afdeling" daardie afdeling van die Breiseksie waarin werkgewers en werknemers met mekaar in 'n bedryfsinrigting wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word, geassosieer is met die doel om dameskouse te brei van kunsvesel, sy, katoen, wol of enige kombinasie daarvan of van enige ander materiaal, en ook alle werksaamhede wat met voornoemde werksaamhede in verband staan;

„laemaker" 'n werknemer wat materiaal in lae rangskik om gesny te word en/of wat dele uit die gesnyde lae sorteer;

„leerling" 'n werknemer wie se dienstydsperk of -perke hom nie daarop geregtig maak om die loon van 'n gekwalifiseerde werker soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, te ontvang nie;

„bode" 'n vroulike werknemer wat boodskappe of kledingstukke of dele van kledingstukke van die een werksaamheid na 'n ander binne die bedryfsinrigting dra;

„maandloon" die weekloon vermenigvuldig met 4½;

„drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing omvat „'n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of aan die loon van 'n tydperke waarin hy verplig is om op sy pos gereed te bly om te dryf;

„patroongradeerder" 'n werknemer wat patrone gradeer van enige materiaal af en volgens verskillende groottes ooreenkomstig die vereistes of opdragte wat aan hom gegee is, en ook 'n werknemer wat patroongradeerwerk verrig en wat vyf jaar ondervinding as 'n snier gehad het, en 'n werknemer wat modepatrone vir bome of vormers in hand- of boomplooiprosesse maak;

„patentmasjien" 'n knoop-, knoopsgat-, opstop- of stoomafwerkingsmasjien;

„stukwerk" 'n stelsel waarvolgens die verdienste bereken word volgens die hoeveelheid of omvang van die werk wat verrig is; „gekwalfiseer" in verband met 'n werknemer in die Nywerheid, 'n ander werknemer as 'n leerling of ongeskoolde arbeider, werktuigkundige, oppasser, assistent-versendingsverpakker, drywer van 'n voertuig of nagwag;

"set leader" means an employee who is responsible for the work executed by the employees composing a set or team under his charge and who takes an active part in the operation of a set;

"set of workers" (sometimes referred to as a "set") means a team of employees numbering three or more, engaged in performing sectional operations in the making up of garments usually under the direction of a leader;

"shirt section" means that section of the Clothing Industry in which are made shirts, collars, ties, pyjamas and other nightwear;

"short-time" means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to slackness of work or other exigencies of trade;

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

"task-work" means the setting by an employer (or his representative) to an employee of a stated number of garments or portion of garments to be completed by such employee within a specified time;

"tea-girl" means an employee who makes tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or lunch and/or rest rooms;

"tie cutter" means an employee engaged in marking in and/or cutting ties by hand or machine;

"traveller" means an employee who, as the 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's driver" means an employee who accompanies the traveller on his journey and assists the traveller in driving and in packing, unpacking and displaying of samples;

"trimmer" in the Clothing Section means an employee employed in marking in linings and/or cutting linings;

"under-presser" in the Clothing Section means an employee other than a presser employed in pressing processes, including the pressing of pockets and seams and crutch linings of completed trousers and the pressing of fusible interlinings;

"unskilled labourer" means an employee employed in one or more of the following duties or capacities:—

- (i) Cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- (ii) loading or unloading;
- (iii) carrying, moving or stacking articles;
- (iv) opening or closing doors, unpacking boxes, packages, bales or other containers;
- (v) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (vi) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- (vii) general gardening work;
- (viii) binding, wiring or strapping boxes or bales or other containers, and shall include an employee of the age of 21 years or over who performs the duties of an errand boy;

"watchman or caretaker" means an employee engaged in guarding premises, buildings or other property.

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 engaged.

4. WAGES.

(1) The minimum weekly wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

PART A.

CUTTING DEPARTMENT.

	Per Week.
	R c
(i) Head Cutter	34 65
(ii) Pattern Grader—	
(a) Qualified	26 97
(b) Learner—	
First Year.	
First six months of experience	5 21
Second six months of experience	6 09
Second Year.	
First six months of experience	7 05
Second six months of experience	7 61
Third Year.	
First six months of experience	8 07
Second six months of experience	9 34
Fourth Year.	
First six months of experience	13 38
Second six months of experience	16 01
Fifth Year.	
First six months of experience	18 96
Second six months of experience	22 60
Thereafter the wage specified in (a).	

"spanleier" 'n werknemer wat verantwoordelik is vir die werk wat uitgevoer word deur die werknemers in 'n span onder sy toesig en wat 'n aktiewe rol in die werksaamhede van 'n span het;

"werkspan" (soms bekend as 'n "span") 'n span werknemers wat uit drie of meer bestaan wat werksaamhede stuks-gewys verrig in verband met die maak van kledingstukke, gewoonlik onder die toesig van 'n leier;

"hemdeseksie" daardie seksie van die Klerasienywerheid waarin hemde, boordjies, dasse, slaapkler en ander nagklere gemaak word;

"korttyd" 'n tydelike vermindering in die getal gewone weeklikse werke in 'n bedryfsinrigting as gevolg van 'n werkslapte of ander vereistes van die handel;

"pakhuisman" 'n werknemer wat in die algemeen verantwoordelik is vir voorrade en/of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, berging, verpakking of uitpak van goedere in 'n pakhuis of paksuur en/of die aflewering van goedere uit 'n pakhuis of paksuur aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending;

"taakwerk" die opdrag van 'n werkgever (of sy verteenwoordiger) aan 'n werknemer om 'n genoemde getal kledingstukke of gedeeltes van kledingstukke binne 'n bepaalde tyd te voltooi;

"teemaakster" 'n werknemer wat tee of dergelike drank berei en wat koppies, pierings en kombuisgereedskap mag was en wat vir die skoonmaak van die kombuis en/of eet- en/of ruskamer verantwoordelik mag wees;

"dassnyer" 'n werknemer wat dasse afmerk en/of sny met die hand of 'n masjien;

"handelsreisiger" 'n werknemer wat, as die reisende verteenwoordiger van 'n bedryfsinrigting, namens sodanige bedryfsinrigtings bestellings vir die verkoop en/of lewering van goedere aan hulle, van persone vra, werf of solisiteer;

"handelsreisiger se drywer" 'n werknemer wat die handelsreisiger op sy reis vergesel en die handelsreisiger help om te dryf en om monsters in en uit te pak en ten toon te stel;

"opmaker" in die Klerasieseksie, 'n werknemer wat voerings afmerk en/of voerings sny;

"onderperser" in die Klerasieseksie 'n werknemer, uitgesonderd 'n perser wat perswerk verrig, met inbegrip van die pers van sakke en nate en mikvoerings van voltooide broeke en die pers van kleeftbare binnevoerings;

"ongeskoolde arbeider" 'n werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:—

- (i) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak;
- (ii) op- of aflaai;
- (iii) artikels dra, verskuif of opstapel;
- (iv) deure oop- of toemaak; kiste, pakke, bale of ander houers uitpak;
- (v) briewe, boodskappe of goedere buite die fabrieksperseel te voet of deur middel van 'n fiets, driewiel of handvoertuig aflewer;
- (vi) met die hand kiste, bale of ander houers merk, brandmerk, sjabloneer of etikette daarop plak;
- (vii) algemene tuinwerk;
- (viii) kiste of bale of ander houers vasbind of met draad of hoepels vasmaak, en ook 'n werknemer wat 21 jaar oud of ouer is en wat die pligte van 'n boodskapper verrig;

"wag" of "opsigter" 'n werknemer wat persele, geboue of ander eiendom bewaak.

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

4. LONE.

(1) Die minimum weklone wat betaal moet word aan en aangeneem word deur ondergenoemde klasse werknemers, is soos volg:—

DEEL A.

SNYAFDELING.

	Per week.
	R c
(i) Hoofsnyer	34 65
(ii) Patroongradeerder.	
(a) Gekwalifiseer	26 97
(b) Leerling—	
Eerste jaar.	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
Tweede jaar.	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
Derde jaar.	
Eerste ses maande ondervinding	8 07
Tweede ses maande ondervinding	9 34
Vierde jaar.	
Eerste ses maande ondervinding	13 38
Tweede ses maande ondervinding	16 01
Vyfde jaar.	
Eerste ses maande ondervinding	18 96
Tweede ses maande ondervinding	22 60
Daarna die loon voorgeskryf in (a).	

	Per Week. R c
(iii) Cutter—	
(a) Qualified	25 42
(b) Learner—	
First Year.	
First six months of experience	5 21
Second six months of experience	6 09
Second Year.	
First six months of experience	7 05
Second six months of experience	7 61
Third Year.	
First six months of experience	8 07
Second six months of experience	9 34
Fourth Year.	
First six months of experience	13 38
Second six months of experience	16 01
Fifth Year.	
First six months of experience	18 96
Second six months of experience	22 60
Thereafter the wage specified in (a).	
(iv) Interlining Cutter, Trimmer, Tie Cutter—	
(a) Qualified	16 01
(b) Learner—	
First Year.	
First six months of experience	5 21
Second six months of experience	6 09
Second Year.	
First six months of experience	7 05
Second six months of experience	7 61
Third Year.	
First six months of experience	8 07
Second six months of experience	9 34
Fourth Year.	
First six months of experience	10 40
Second six months of experience	11 56
Fifth Year.	
First six months of experience	13 38
Second six months of experience	16 01
Thereafter the wage specified in (a).	
(c) If Advanced to Learner Cutter—	
First six months from date of advancement ...	18 96
Second six months from date of advancement	22 60
Thereafter the wage specified in (iii) (a).	
(v) Layer-up—	
(a) Qualified	10 40
(b) Learner—	
First Year.	
First six months of experience	5 21
Second six months of experience	6 09
Second Year.	
First six months of experience	7 05
Second six months of experience	7 61
Third Year.	
First six months of experience	8 07
Second six months of experience	9 34
Thereafter the wage specified in (a).	
(c) If Advanced to Learner Cutter—	
First six months from date of advancement ...	10 40
Second six months from date of advancement	13 38
Third six months from date of advancement	16 01
Fourth six months from date of advancement	18 96
Fifth six months from date of advancement ...	22 60
Thereafter the wage specified in (iii) (a).	
(d) If Advanced to Learner Interlining Cutter, Trimmer, Tie Cutter—	
First six months from date of advancement	10 40
Second six months from date of advancement	11 56
Third six months from date of advancement	13 38
Thereafter the wage specified in (iv) (a).	
(e) If Advanced to Fitter-up—	
First six months from date of advancement	10 40
Second six months from date of advancement	11 56
Third six months from date of advancement	13 38
Fourth six months from date of advancement	14 53
Fifth six months from date of advancement	16 01
Thereafter the wage specified for a fitter-up ...	19 61
(vi) Clicker	12 70

	Per Week. R c
(iii) Snyers.	
(a) Gekwalifiseer	25 42
(b) Leerling—	
Eerste jaar.	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
Tweede jaar.	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
Derde jaar.	
Eerste ses maande ondervinding	8 07
Tweede ses maande ondervinding	9 34
Vierde jaar.	
Eerste ses maande ondervinding	13 38
Tweede ses maande ondervinding	16 01
Vyfde jaar.	
Eerste ses maande ondervinding	18 96
Tweede ses maande ondervinding	22 60
Daarna die loon voorgeskryf in (a).	
(iv) Binnevoeringsnyer, opmaker, dassnyer.	
(a) Gekwalifiseer	16 01
(b) Leerling—	
Eerste jaar.	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
Tweede jaar.	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
Derde jaar.	
Eerste ses maande ondervinding	8 07
Tweede ses maande ondervinding	9 34
Vierde jaar.	
Eerste ses maande ondervinding	10 40
Tweede ses maande ondervinding	11 56
Vyfde jaar.	
Eerste ses maande ondervinding	13 38
Tweede ses maande ondervinding	16 01
Daarna die loon voorgeskryf in (a).	
(c) Indien bevorder tot leerlingsnyer.	
Eerste ses maande ná datum van bevordering	18 96
Tweede ses maande ná datum van bevordering	22 60
Daarna die loon voorgeskryf in (iii) (a).	
(v) Laemaker.	
(a) Gekwalifiseer	10 40
(b) Leerling—	
Eerste jaar.	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
Tweede jaar.	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
Derde jaar.	
Eerste ses maande ondervinding	8 07
Tweede ses maande ondervinding	9 34
Daarna die loon voorgeskryf in (a).	
(c) Indien bevorder tot leerlingsnyer—	
Eerste ses maande ná datum van bevordering	10 40
Tweede ses maande ná datum van bevordering	13 38
Derde ses maande ná datum van bevordering	16 01
Vierde ses maande ná datum van bevordering	18 96
Vyfde ses maande ná datum van bevordering	22 60
Daarna die loon voorgeskryf in (iii) (a).	
(d) Indien bevorder tot leerlingbinnevoeringsnyer, opmaker en dassnyer—	
Eerste ses maande ná datum van bevordering	10 40
Tweede ses maande ná datum van bevordering	11 56
Derde ses maande ná datum van bevordering	13 38
Daarna die loon voorgeskryf in (iv) (a).	
(e) Indien bevorder tot pasmaker—	
Eerste ses maande ná datum van bevordering	10 40
Tweede ses maande ná datum van bevordering	11 56
Derde ses maande ná datum van bevordering	13 38
Vierde ses maande ná datum van bevordering	14 53
Vyfde ses maande ná datum van bevordering	16 01
Daarna die loon voorgeskryf vir 'n pasmaker	19 61
(vi) Perssnyer	12 70

PART B.

FACTORY OPERATIVES.

	Per week. R c
Grade I Employee, Male—	
(a) Qualified	19 61
(b) Learner—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	8 07
<i>Third Year.</i>	
First six months of experience	9 34
Second six months of experience	10 40
<i>Fourth Year.</i>	
First six months of experience	11 56
Second six months of experience	13 38
<i>Fifth Year.</i>	
First six months of experience	14 53
Second six months of experience	16 01
Thereafter the wage specified in (a).	
(c) <i>If Advanced to Learner Supervisor—</i>	
First six months from date of advancement ...	19 61
Second six months from date of advancement ...	22 60
Thereafter the wage specified for a male supervisor	26 69
(d) <i>If Advanced from Set Leader to Learner Supervisor—</i>	
First six months from date of advancement ...	20 26
Second six months from date of advancement ...	22 60
Thereafter the wage specified for a male supervisor	26 69
Grade II Employee, Male—	
(a) Qualified	12 00
(b) Learner—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	8 07
<i>Third Year.</i>	
First six months of experience	9 34
Second six months of experience	10 40
Thereafter the wage specified in (a).	
(c) <i>If Advanced to Grade I Employee, Male—</i>	
First six months from date of advancement ...	12 00
Second six months from date of advancement ...	13 38
Third six months from date of advancement ...	14 53
Fourth six months from date of advancement ...	16 01
Thereafter	19 61
Grade I Employee, Female—	
(a) Qualified	12 00
(b) Learner—other than those engaged in operating on a conveyor—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	8 07
<i>Third Year.</i>	
First six months of experience	9 34
Second six months of experience	10 40
Thereafter the wage specified in (a).	
(c) <i>Learner Engaged in Operating a Conveyor—</i>	
<i>First Year.</i>	
First six months of experience	5 43
Second six months of experience	6 23
<i>Second Year.</i>	
First six months of experience	7 61
Second six months of experience	8 52
<i>Third Year.</i>	
First six months of experience	9 34
Second six months of experience	10 40
Thereafter the wage specified in (a).	
(d) <i>If Advanced to Learner Supervisor—</i>	
First six months from date of advancement ...	12 00
Second six months from date of advancement ...	14 53
Thereafter the wage specified for a female supervisor	17 33
(e) <i>If Advanced from Set Leader to Learner Supervisor—</i>	
First six months from date of advancement ...	12 65
Second six months from date of advancement ...	14 53
Thereafter the wage specified for a female supervisor	17 33

DEEL B.

FABRIEKSWERKERS.

	Per week. R c
Graad I-werknemer, man—	
(a) Gekwalifiseer	19 61
(b) Leerling—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	8 07
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	9 34
Tweede ses maande ondervinding	10 40
<i>Vierde jaar.</i>	
Eerste ses maande ondervinding	11 56
Tweede ses maande ondervinding	13 38
<i>Vyfde jaar.</i>	
Eerste ses maande ondervinding	14 53
Tweede ses maande ondervinding	16 01
Daarna die loon voorgeskryf in (a).	
(c) <i>Indien bevorder tot leerlingtoesighouer—</i>	
Eerste ses maande ná datum van bevordering ...	19 61
Tweede ses maande ná datum van bevordering ...	22 60
Daarna die loon voorgeskryf vir 'n manlike toesighouer	26 69
(d) <i>Indien bevorder van spanleier tot leerlingtoesighouer—</i>	
Eerste ses maande ná datum van bevordering ...	20 26
Tweede ses maande ná datum van bevordering ...	22 60
Daarna die loon voorgeskryf vir 'n manlike toesighouer	26 69
Graad II-werknemer, man—	
(a) Gekwalifiseer	12 00
(b) Leerling—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	8 07
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	9 34
Tweede ses maande ondervinding	10 40
Daarna die loon voorgeskryf in (a).	
(c) <i>Indien bevorder tot graad I-werknemer, man—</i>	
Eerste ses maande ná datum van bevordering ...	12 00
Tweede ses maande ná datum van bevordering ...	13 38
Derde ses maande ná datum van bevordering ...	14 53
Vierde ses maande ná datum van bevordering ...	16 01
Daarna	19 61
Graad I-werknemer, vrou—	
(a) Gekwalifiseer	12 00
(b) Leerling—uitgesonderd diegene wat 'n vervoertoestel bedien—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	8 07
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	9 34
Tweede ses maande ondervinding	10 40
Daarna die loon voorgeskryf in (a).	
(c) <i>Leerling wat 'n vervoertoestel bedien—</i>	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 43
Tweede ses maande ondervinding	6 23
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 61
Tweede ses maande ondervinding	8 52
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	9 34
Tweede ses maande ondervinding	10 40
Daarna die loon voorgeskryf in (a).	
(d) <i>Indien bevorder tot leerlingtoesighouer—</i>	
Eerste ses maande ná datum van bevordering ...	12 00
Tweede ses maande ná datum van bevordering ...	14 53
Daarna die loon voorgeskryf vir 'n toesighouster	17 33
(e) <i>Indien bevorder van spanleier tot leerlingtoesighouster—</i>	
Eerste ses maande ná datum van bevordering ...	12 65
Tweede ses maande ná datum van bevordering ...	14 53
Daarna die loon voorgeskryf vir 'n toesighouster	17 33

	Per Week. R c
Grade II Employee, Female—	
(a) Qualified	9 12
(b) Learner—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	7 61
<i>Third Year.</i>	
First six months of experience	8 07
Second six months of experience	8 52
Thereafter the wage specified in (a).	
(c) If Advanced to Grade I Employee, Female—	
First six months from date of advancement	9 34
Second six months from date of advancement	10 40
Thereafter the wage specified in (a).	
Operator of Measuring and Passing Machine—	
(a) Qualified	12 00
(b) Learner—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	8 07
<i>Third Year.</i>	
First six months of experience	9 34
Second six months of experience	10 40
Thereafter the wage specified in (a).	
Messenger and/or Errand Boy—	
(a) Qualified	8 07
(b) Learner—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	7 61
Thereafter the wage specified in (a).	
Under-presser—	
(a) Qualified	16 01
(b) Learner—	
<i>First Year.</i>	
First six months of experience	5 21
Second six months of experience	6 09
<i>Second Year.</i>	
First six months of experience	7 05
Second six months of experience	7 61
<i>Third Year.</i>	
First six months of experience	8 07
Second six months of experience	9 34
<i>Fourth Year.</i>	
First six months of experience	10 40
Second six months of experience	11 56
<i>Fifth Year.</i>	
First six months of experience	13 38
Second six months of experience	14 53
Thereafter the wage specified in (a).	
(c) If Advanced to Learner Presser—	
First six months from date of advancement	16 01
Second six months from date of advancement	17 59
Thereafter the wage specified for a qualified Grade I employee (male)	19 61

PART C.

CLERICAL AND TRAVELLERS.

	Per Week. R c
Clerical Employees (Male)—	
First year of experience	6 45
Second year of experience	8 85
Third year of experience	12 67
Fourth year of experience	16 60
Fifth year of experience	21 39
Thereafter	24 07
Clerical Employees (Female)—	
First year of experience	6 45
Second year of experience	7 61
Third year of experience	8 85
Fourth year of experience	9 87
Thereafter	12 67

	Per week. R c
Graad II-werknemer, vrou—	
(a) Gekwalifiseer	9 12
(b) Leerling—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	8 07
Tweede ses maande ondervinding	8 52
Daarna die loon voorgeskryf in (a).	
(c) Indien bevorder tot graad I-werknemer, vrou—	
Eerste ses maande ná datum van bevordering	9 34
Tweede ses maande ná datum van bevordering	10 40
Daarna die loon voorgeskryf in (a).	
Bediener van 'n meet- en pasmaasjien—	
(a) Gekwalifiseer	12 00
(b) Leerling—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	8 07
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	9 34
Tweede ses maande ondervinding	10 40
Daarna die loon voorgeskryf in (a).	
Bode en/of boodskapper—	
(a) Gekwalifiseer	8 07
(b) Leerling—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
Daarna die loon voorgeskryf in (a).	
Onderperser—	
(a) Gekwalifiseer	16 01
(b) Leerling—	
<i>Eerste jaar.</i>	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
<i>Tweede jaar.</i>	
Eerste ses maande ondervinding	7 05
Tweede ses maande ondervinding	7 61
<i>Derde jaar.</i>	
Eerste ses maande ondervinding	8 07
Tweede ses maande ondervinding	9 34
<i>Vierde jaar.</i>	
Eerste ses maande ondervinding	10 40
Tweede ses maande ondervinding	11 56
<i>Vyfde jaar.</i>	
Eerste ses maande ondervinding	13 38
Tweede ses maande ondervinding	14 53
Daarna die loon voorgeskryf in (a).	
(c) Indien bevorder tot leerlingperser—	
Eerste ses maande ná datum van bevordering	16 01
Tweede ses maande ná datum van bevordering	17 59
Daarna die loon voorgeskryf vir 'n gekwalifiseerde graad I-werknemer (man)	19 61

DEEL C.

KLERKE EN HANDELSREISIGERS.

	Per week. R c
Klerke (mans)—	
Eerste jaar ondervinding	6 45
Tweede jaar ondervinding	8 85
Derde jaar ondervinding	12 67
Vierde jaar ondervinding	16 60
Vyfde jaar ondervinding	21 39
Daarna	24 07
Klerke (vrouens)—	
Eerste jaar ondervinding	6 45
Tweede jaar ondervinding	7 61
Derde jaar ondervinding	8 85
Vierde jaar ondervinding	9 87
Daarna	12 67
Handelsreisiger, man—	
Gekwalifiseer	28 86

	Per Week. R c
Traveller, Male—	
Qualified	28 86
Unqualified—	
During first six months of experience	18 27
During second six months of experience	19 96
During third six months of experience	21 94
During fourth six months of experience	23 09
During fifth six months of experience	24 24
During sixth six months of experience	25 40
During seventh six months of experience	26 55
During eighth six months of experience	27 71

Traveller, Female—	
Qualified	24 94
Unqualified—	
During first six months of experience	14 96
During second six months of experience	16 39
During third six months of experience	17 87
During fourth six months of experience	19 35
During fifth six months of experience	21 13
During sixth six months of experience	22 08
During seventh six months of experience	23 03
During eighth six months of experience	23 98

PART D.

GENERAL.

	Per Week. R c
Boiler Attendant	10 62
Belt Boy—	
Qualified	9 02
Unqualified—	
First six months of experience	5 21
Second six months of experience	6 09
Third six months of experience	7 05
Fourth six months of experience	7 61
Fifth six months of experience	8 07
Sixth six months of experience	8 52
Thereafter	9 02
Despatch Packer	10 62
Assistant Despatch Packer	9 42
Foreman or Male Supervisor.	
(a) Qualified	26 69
(b) Learner—	
First six months of experience	19 61
Second six months of experience	22 60
Thereafter the wage specified in (a).	
Forewoman or Female Supervisor.	
(a) Qualified	17 33
(b) Learner—	
First six months of experience	12 00
Second six months of experience	14 53
Thereafter the wage specified in (a).	
Unskilled Labourer	10 00
Motor Vehicle Driver of a vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle:—	
(a) Does not exceed 3,000 lb.	10 19
(b) Exceeds 3,000 lb. but not 6,000 lb.	13 45
(c) Exceeds 6,000 lb.	18 68
Traveller's Driver	10 00
Watchman or Caretaker	10 62
Tea Girl	8 12

(2) **Set Leaders.**—In addition to the wages computed in terms of sub-clause (1) of this clause, any employee when called upon to perform the duties of a set leader, shall receive and be paid an additional 65 cents per week whilst so employed.

(3) **Bespoke Work.**—In addition to the wage payable in terms of sub-clause (1) of this clause, any employee (other than one exclusively employed in cutting out marked-in garments) who is employed in the clothing section upon production of garments made to the measurement of individual persons, shall for the time he is employed be paid an amount of ten per cent of the wage prescribed in sub-clause (1) of this clause for the class of work in which he is employed.

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

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

	Per week. R c
Handelsreisiger, man—	
Ongekwalifiseer—	
Gedurende eerste ses maande ondervinding	18 27
Gedurende tweede ses maande ondervinding	19 96
Gedurende derde ses maande ondervinding	21 94
Gedurende vierde ses maande ondervinding	23 09
Gedurende vyfde ses maande ondervinding	24 24
Gedurende sesde ses maande ondervinding	25 40
Gedurende sewende ses maande ondervinding	26 55
Gedurende agste ses maande ondervinding	27 71

Handelsreisiger, vrou—	
Gekwalifiseer	24 94

Handelsreisiger, vrou—	
Ongekwalifiseer—	
Gedurende eerste ses maande ondervinding	14 96
Gedurende tweede ses maande ondervinding	16 39
Gedurende derde ses maande ondervinding	17 87
Gedurende vierde ses maande ondervinding	19 35
Gedurende vyfde ses maande ondervinding	21 13
Gedurende sesde ses maande ondervinding	22 08
Gedurende sewende ses maande ondervinding	23 03
Gedurende agste ses maande ondervinding	23 98

DEEL D.

ALGEMEEN.

	Per week. R c
Ketelbediener	10 62
Dryfbandhersteller—	
Gekwalifiseer	9 02
Dryfbandhersteller—	
Ongekwalifiseer—	
Eerste ses maande ondervinding	5 21
Tweede ses maande ondervinding	6 09
Derde ses maande ondervinding	7 05
Vierde ses maande ondervinding	7 61
Vyfde ses maande ondervinding	8 07
Sesde ses maande ondervinding	8 52
Daarna	9 02
Versendingsverpakker	10 62
Assistent-versendingsverpakker	9 42
Voorman of manlike toesighouer—	
(a) Gekwalifiseer	26 69
(b) Leerling—	
Eerste ses maande ondervinding	19 61
Tweede ses maande ondervinding	22 60
Daarna die loon voorgeskryf in (a).	
Voorvrou of toesighoudster—	
(a) Gekwalifiseer	17 33
(b) Leerling—	
Eerste ses maande ondervinding	12 00
Tweede ses maande ondervinding	14 53
Daarna die loon voorgeskryf in (a).	
Ongeskoolde arbeider	10 00
Drywer van motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 3,000 lb. is	10 19
(b) meer as 3,000 lb. maar hoogstens 6,000 lb. is	13 45
(c) meer as 6,000 lb. is	18 68
Drywer vir handelsreisiger	10 00
Wag of oppasser	10 62
Teemaakster	8 12

(2) **Spanleiers.**—Benewens die loon bereken ingevolge subklousule (1) van hierdie klousule, moet 'n werknemer van wie vereis word om die pligte van 'n spanleier te onderneem, 'n addisionele 65 sent per week ontvang en betaal word terwyl hy aldus werksaam is.

(3) **Maatwerk.**—Benewens die loon wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet 'n werknemer (uitgesonderd 'n werknemer wat uitsluitlik in diens is om afgemerkte kledingstukke uit te sny) wat in die klerasieseksie in diens geneem is om klere volgens die mate van individuele persone te maak, vir die tyd wat hy aldus werksaam is, 'n bedrag betaal word van tien persent van die loon wat in subklousule (1) van hierdie klousule voorgeskryf word vir die klas werk wat hy verrig.

(4) **Verhogingsdatums.**—'n Werkgever moet gedurende elke kalenderjaar die loonverhogings wat aan sy werknemers verskuldig is, op die volgende grondslag betaal:

- (a) Aan alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar vir 'n verhoging in aanmerking kom, moet sodanige verhoging toegestaan word met ingang van die eerste betaalweek na 15 Februarie elke jaar. Wanneer 'n werknemer gedurende genoemde betaalweek nie in diens is nie, word hy op die verhoging geregtig met ingang van die datum waarop hy in diens geneem word.

- (b) Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September and 1st October to 31st December of each calendar year shall be granted to employees with effect from and including the first pay week after the 15th May, 15th August and 15th November which falls within the respective periods.
- (c) In calculating whether an employee qualifies for an increment all periods of absence from work shall be counted except any absence without pay for a continuous period in excess of 4 consecutive pay weeks and in respect whereof full particulars of the name of the employee and the period of absence has been advised to the Council within 14 days of the employee resuming work.

Notwithstanding the above provisions:—

- (i) Where a grade II female employee on the second six months of the second year is promoted by her employer to a grade I occupation, the incremental date shall be adjusted in accordance with the date of such promotion and not on the date on which the employee would normally have received her increment had she remained on the grade II scale.
- (ii) Where an interlining cutter is promoted by his employer to learner cutter, the incremental date shall be adjusted in accordance with the date of such promotion and not on the date on which the employee would normally have received his increment had he remained on the interlining cutter's scale.
- (5) Except with the consent of the Council first obtained, no qualified male employee engaged in the industry at the date of coming into operation of this Agreement shall be retrenched unless when replaced, another qualified male employee is employed in the same occupation.
- (6) Except with the approval of the Council, or unless otherwise provided for herein, an employee transferred from one occupation to another for which wages are prescribed in this Agreement, either with the same employer or if commencing service with another employer shall be paid the wages prescribed in respect of the experience such an employee has had in the industry irrespective of the occupation in which such experience has been obtained.

(7) *Differential Rates.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor, work of another class for which either—

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

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a) not less than one-fifth of the higher weekly wage prescribed in sub-clause (1); and
- (ii) in the case referred to in paragraph (b) not less than one-fifth of the highest weekly wage prescribed in sub-clause (1) for the higher class:

Provided that where the difference between classes is, in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(8) An employee who is engaged to operate a patent machine shall not be paid less than the wage paid to her predecessor at the time the latter ceased to be employed on such a machine; provided that this restriction shall not apply in the case of an employee who leaves the service of the employer concerned of her own accord.

(9) Subject to the provisions of sub-clause (4) of clause 5, sub-clauses (1), (2) and (3) of clause 12 and sub-clause (4) (b) of clause 11, an employee shall be paid the full weekly wage prescribed in sub-clause (1) of this clause for an employee of his class whether he has worked full time or less.

(10) In an establishment where a foreman or forewoman is not employed, any employee (other than a set leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage prescribed in sub-clause (1) of this clause for a supervisor.

(11) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF WAGES.

(1) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this

- (b) Insigelyks moet alle verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verskuldig word, aan die werknemers toegestaan word met ingang van die eerste betaalweek wat na 15 Mei, 15 Augustus en 15 November binne die betrokke tydperke val.
- (c) Wanneer vasgestel moet word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van die werk getel word behalwe afwesigheid sonder betaling vir 'n aanenlopende tydperk van meer as vier agtereenvolgende betaalweke en ten opsigte waarvan volledige besonderhede omtrent die naam van die werknemer en die tydperk van afwesigheid aan die Raad meegedeel is binne veertien dae vanaf die datum waarop die werknemer sy werk hervat het.

Ondanks bostaande bepalings:

- (i) moet die verhogingsdatum van 'n vroulike graad II-werknemer wat gedurende die tweede ses maande van die tweede jaar deur haar werkgever tot 'n graad I-beroep bevorderd word, aangepas word volgens die datum van sodanige bevordering en moet haar verhogingsdatum nie op die datum waarop die werknemer gewoonlik haar verhoging sou ontvang het as sy op die graad II-skaal gebly het, bereken word nie.
- (ii) moet die verhogingsdatum van 'n voeringsnyer wat deur sy werkgever tot leerlingsnyer bevorderd word, aangepas word volgens die datum van sodanige bevordering en moet sy verhogingsdatum nie op die datum waarop die werknemer gewoonlik sy verhoging sou ontvang het as hy op die voeringsnyerskaal gebly het, bereken word nie.

(5) Tensy die toestemming van die Raad vooraf verkry is, mag geen gekwalifiseerde manlike werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Nywerheid werksaam is, afgedank word nie tensy, as hy vervang word, 'n ander gekwalifiseerde manlike werknemer in dieselfde beroep in diens geneem word.

(6) Behalwe met die goedkeuring van die Raad of tensy hierin anders bepaal word, moet 'n werknemer wat van die een beroep na 'n ander waarvoor lone in hierdie Ooreenkoms voorgeskryf word, oorgeplaas word of terwyl hy in die diens van dieselfde werkgever bly of wanneer hy diens by 'n ander werkgever aanvaar, die loon betaal word wat voorgeskryf word ten opsigte van die ondervinding wat sodanige werknemer in die Nywerheid gehad het, afgesien van die beroep waarin sodanige ondervinding opgedoen is.

(7) *Differensiële lone.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor—

- (a) of 'n hoër loon as dié van sy eie klas;
- (b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag die volgende betaal:

- (i) In die geval bedoel in paragraaf (a), minstens een vyfde van die hoër weekloon wat in subklousule (1) voorgeskryf word; en
- (ii) in die geval bedoel in paragraaf (b), minstens een vyfde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word:

met dien verstande dat, waar die verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom gegrond is, die bepalings van hierdie subklousule nie van toepassing is nie.

(8) 'n Werknemer wat in diens geneem is om 'n patentmasjien te bedien, moet minstens die loon betaal word wat haar voorganger ontvang het toe sodanige voorganger opgehou het om met sodanige masjien te werk; met dien verstande dat hierdie beperking nie van toepassing is nie in die geval van 'n werknemer wat die diens van die betrokke werkgever uit haar eie verlaat het.

(9) Behoudens die bepalings van subklousule (4) van klousule 5, subklousules (1), (2) en (3) van klousule 12 en subklousule (4) (b) van klousule 11, moet 'n werknemer die volle weekloon wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, betaal word afgesien daarvan of hy die volle tyd of minder gewerk het.

(10) In 'n bedryfsinrigting waarin daar nie 'n voorman of voorvrou werksaam is nie, is 'n werknemer (uitgesonderd 'n spanleier) wat verantwoordelik is vir die werk wat deur ander werknemers verrig word, geregtig op minstens die loon wat in subklousule (1) van hierdie klousule vir 'n toesighouer voorgeskryf word en moet hy sodanige loon betaal word.

(11) Die lone in hierdie klousule voorgeskryf, word geag die lewenskostetoelaes in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostetoelaes wat ingevolge genoemde Oorlogsmaatreël of ingevolge enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, betaalbaar is, in so 'n mate styg dat 'n werknemer op 'n hoër besoldiging geregtig sou wees as die loon wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word sodat dit minstens gelyk is aan sodanige hoër besoldiging.

5. BETALING VAN LONE.

(1) Niks in hierdie Ooreenkoms mag die loon wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is of waarop 'n werknemer op sodanige

Agreement whilst such employee is employed by the same employer. The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purpose hereof, Agreement shall include any amendment thereto.

(2) (a) Remuneration due to an employee shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 7 (5) under the Act but not later than 5.30 p.m. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay day falls upon a public holiday, payment shall be made during working hours on the day preceeding such holiday.

(b) Employees engaged upon a monthly basis shall be paid not later than the last day in each calendar month, or upon the termination of employment if this should take place before the ordinary pay day of the employee.

(c) Provided that where the contract of employment is terminated on any working day other than the ordinary pay day in the establishment, all wages or other moneys due to the employee shall be paid immediately upon termination of employment, and where this is not done the employee shall also be entitled to his normal wages for any period up to the time at which payment is made.

(3) *Wage Envelopes.*—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate or rate per hour, deductions made in terms of sub-clause (4) of this clause and sub-clauses (1), (2) and (3) of clause 12 (i.e. short-time), and the date up to which the wage or rates shown on the envelope are paid.

(4) No deductions of any description, other than the following, shall be made from the amount due to an employee:—

(a) Except where otherwise provided in this Agreement, wherever an employee is absent from work and such absence is not at the request or on the instructions of his employer, a *pro rata* deduction for actual time lost may be made.

(b) With the written consent of the employee, deductions for savings and/or holiday funds; provided that the commencement or continuance of a savings and/or holiday fund is subject to the approval of the Industrial Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust under the supervision of the Industrial Council; and for cash advanced against wages.

(c) Levies in terms of clause 22 and sick benefit fund contributions in terms of clause 26 of this Agreement.

(d) Any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee.

(e) Where scissors have been provided by an employer to his employee, a weekly instalment not exceeding ten cents may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid.

(f) No employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one-half cent per cup may be made in accordance with clause 13 of this Agreement.

(g) Where no work is available to an employee on account of a breakdown of machinery, or other cause beyond the control of the management, the employer may make a *pro rata* deduction for any time lost in excess of two hours.

(h) With the written consent of his employee, deductions for contributions to the funds of the trade union.

(5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the remuneration of such employees. Remuneration must at all times be paid in full, except as is provided in sub-clause (4) hereof, and sub-clauses (1), (2) and (3) of clause 12 and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.

(6) Where work of any nature whatsoever is performed in an establishment by employees organized in sets or teams, each individual employee in the said sets or teams shall be paid his remuneration by the employer or his representative in the establishment where the work is performed.

(7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee.

(8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding an employer shall pay to all employees affected thereby wages, up to a maximum of two weeks; provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 18 of this Agreement; provided that where work in a part or the whole of the

datum geregig was, verminder nie terwyl sodanige werknemer by dieselfde werkgever in diens is. Die bepalings van hierdie subklousule is nie van toepassing nie in die geval van 'n werknemer wie se dienste deur sodanige werkgever beëindig word na die datum van inwerkingtreding van hierdie Ooreenkoms en wat weer deur sodanige werkgever in diens geneem word.

Vir die toepassing van hierdie klousule omvat „Ooreenkoms” alle wysigings van die Ooreenkoms.

(2) (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet elke Vrydag gedurende werkure en wel op die plek en tyd gespesifiseer in die kennisgewing wat opgeplak is ooreenkomstig regulasie 7 (5) van die regulasies wat kragtens die Wet uitgevaardig is, maar nie later as 5.30 nm. nie, betaal word. Alle tyd wat verloop tussen die sluitingstyd ten opsigte van die gewone werkure en die tyd waarop die loon betaal word, word geag oortydwerk te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling geskied gedurende die werkure op die dag voor sodanige vakansiedag.

(b) Werknemers wat op 'n maandelikse grondslag in diens geneem is, moet voor of op die laaste dag van elke kalendermaand of by diensbeëindiging, as dit voor die gewone betaaldag van die werknemer plaasvind, betaal word.

(c) Waar die dienskontrak beëindig word op 'n ander werkdag as die gewone betaaldag van die bedryfsinrigting, moet alle lone of ander gelde wat aan die werknemer verskuldig is, onmiddellik by diensbeëindiging betaal word, en waar dit nie gedoen word nie, is die werknemer ook geregig op sy gewone loon vir enige tydperk tot op die tyd waarop betaling geskied.

(3) *Loonkoevert.*—Alle lone moet aan die werknemers oordringend word in verseëelde koevertes waarop die naam van die werknemer, sy fabrieksnommer en die naam van die werkgever voorkom. Ook die volgende moet op die koevert voorkom: Die getal ure deur die werknemer gewerk, sy voorgeskrewe weekloon of uurloon, aftrekkings ingevolge subklousule (4) van hierdie klousule en subklousules (1), (2) en (3) van klousule 12 (d.w.s. korttyd) en tot op watter datum die loon wat op die koevert voorkom, betaal word.

(4) Geen bedrag hoegenaamd, uitgesonderd die volgende, mag van die loon wat aan 'n werknemer verskuldig is, afgetrek word nie:—

(a) Behoudens, andersluidende bepalings in hierdie Ooreenkoms wanneer 'n werknemer van sy werk afwesig is sonder dat hy op versoek of op las van sy werkgever aldus afwesig is, 'n *pro rata* bedrag vir die werklike tyd wat verloor is.

(b) Met die skriftelike toestemming van die werkgever, bedrae vir 'n spaar- en/of vakansiefonds; met dien verstande dat die aanvang of voortsetting van 'n spaar- en/of vakansiefonds onderworpe is aan die goedkeuring van die Nywerheidsraad nadat die werkgever daarmee ingestem het om sodanige gelde wat van sy werknemer se loon afgetrek is, te deponeer in 'n trust onder die toesig van die Nywerheidsraad; en bedrae vir kontant wat op die loon voorgeskiet is.

(c) Heffings ingevolge klousule 22 en bydraes tot die Siektebystandsfonds ingevolge klousule 26 van hierdie Ooreenkoms.

(d) Enige bedrag wat 'n werkgever ingevolge 'n wet, ordonansie of regsproses namens die werknemer moet betaal.

(e) Waar 'n werkgever 'n skêr aan sy werknemer verskaf het, mag 'n weeklikse paalement van hoogstens 10 sent afgetrek word totdat die koste wat die werkgever aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgever terugbesorg, is hy geregig op 'n terugbetaling van die totale bedrag wat hy betaal het.

(f) Geen werknemer mag verplig word om tee (of ander drank) te gebruik nie, maar waar 'n werknemer daarmee ingestem het om tee (of ander drank) aan te neem wat deur die werkgever verskaf word, mag 'n bedrag van hoogstens ½ sent per koppie ooreenkomstig die bepalings van klousule 13 van hierdie Ooreenkoms afgetrek word.

(g) Waar daar weens 'n onklaarraking van masjinerie of om 'n ander oorsaak wat buite die beheer van die bestuur is, geen werk vir 'n werknemer beskikbaar is nie, mag die werkgever 'n *pro rata* bedrag aftrek vir enige tyd wat verloor is en meer as twee uur beloop.

(h) Met die skriftelike toestemming van sy werknemer, mag bydraes tot die fondse van die Vakvereniging afgetrek word.

(5) Werkgevers wat goedere, van watter aard ook al, aan hul werknemers verskaf, mag nie die bedrae wat daarop verskuldig is, van die besoldiging van sodanige werknemers aftrek nie. Besoldiging moet, behoudens die bepalings van subklousule (4) hiervan en subklousules (1), (2) en (3) van klousule 12, ten volle betaal word, en geen bedrag mag ten opsigte van goedere wat gedurende die vervaardigingsproses per ongeluk bederf is, afgetrek word nie.

(6) Waar werk, van watter aard ook al, in 'n bedryfsinrigting verrig word deur werknemers wat in spanne georganiseer is, moet die werkgever of sy verteenwoordiger elke individuele werknemer in genoemde span sy besoldiging betaal in die bedryfsinrigting waarin die werk verrig word.

(7) Geen werkgever mag enige premie, geldelike of ander vergoeding vir die opleiding van 'n werknemer vra of aanneem nie.

(8) Wanneer werk in die hele bedryfsinrigting of in 'n deel daarvan tot stilstand kom of onderbreek word weens 'n brand, storm of oorstroming, moet 'n werkgever aan alle werknemers wat daardeur geraak word, lone vir 'n tydperk van hoogstens 2 weke betaal; met dien verstande dat sodanige betaling enige betaling ten opsigte van diensbeëindiging insluit wat ingevolge klousule 18 van hierdie Ooreenkoms verskuldig is; en voorts met

establishment is resumed within two weeks from the date on which work was so ceased or interrupted the payment due shall be only in respect of the actual time lost by the employees affected. The provisions of this sub-clause shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of sub-clause (8) of clause 18 of this Agreement.

6. TIME RECORDS.

(1) Every employer shall provide, to the satisfaction of the Council, a semi-automatic time recording clock, or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.

(2) Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.

(3) Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.

(4) All time cards, or other types of records, shall in accordance with the requirements of section fifty-seven (4) of the Industrial Conciliation Act, 1956, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the Designated Agent of the Council.

7. WAGES INCENTIVES, PIECE-WORK AND TASK WORK.

(1) Task work is prohibited and employees who are required to produce a given number of units of production shall be placed under a piece-work or incentive system as provided for in this clause.

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

(i) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker.

(ii) The Secretary of the Council must within 7 days of the introduction of any piece-work or other form of wage incentive be notified of the introduction thereof.

(iii) A schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an agent of the Council.

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

(v) Full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of one year after such change.

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

Piece-work rates shall not be reduced without the consent of the Council.

(vii) No wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) *Cutting Room.*—(a) An employer shall employ one head cutter at a wage of not less than the wage prescribed in clause 4 (1), Part A (i), before he may employ any other cutter at a lower wage.

(b) The number of learners employed in cutting room operations shall collectively not exceed twice the number of qualified cutters, fitters-up, interlining cutters and trimmers.

(2) (a) An employer shall employ one qualified male machinist or qualified male presser, or qualified passer, under-baster, out-baster, or shaper, before he may employ in any operation any male learner, other than a male learner employee in cutting room operations as prescribed in sub-clause (1) of this clause.

dien verstande dat, waar werk in die hele bedryfsinrigting of in 'n gedeelte daarvan hervat word binne 2 weke vanaf die datum waarop die werk aldus tot stilstand gekom het of onderbreek is, die betaling wat verskuldig is slegs dié ten opsigte van die werklike tydperk is wat verloor is deur die werknemers wat daardeur geraak is. Die bepalings van hierdie subklousule is nie van toepassing nie op 'n werknemer wat op die datum van sodanige brand, storm of oorstroming ooreenkomstig die bepalings van subklousule (8) van klousule 18 van hierdie Ooreenkoms op proef in diens was.

6. TYDREGISTERS.

(1) Elke werkgever moet tot tevredeheid van die Raad 'n halfoutomatiese tydregistreerklok of ander registreerstelsel verskaf en moet die werklike tyd waarop elke individuele werknemer in die bedryfsinrigting werksaam was, buite alle redelike twyfel bewys.

(2) Elke werknemer moet, tensy verhoed deur siekte of 'n ander onvermydelike oorsaak, dag na dag die werklike tydperk registreer wat hy in die bedryfsinrigting werksaam is.

(3) Elke werknemer moet sy aankoms en vertrek persoonlik registreer ooreenkomstig die metode wat in die bedryfsinrigting gevolg word, en geen werknemer mag sodanige tye vir 'n ander werknemer in sodanige bedryfsinrigting registreer nie.

(4) Alle tydkaarte of ander soorte registers moet ooreenkomstig die vereistes van artikel 57 (4) van die Wet op Nywerheidsvereeniging, 1956, gehou word vir 'n tydperk van drie jaar na die datum van die register en moet op versoek beskikbaar gestel word vir inspeksie deur die aangewese agent van die Raad.

7. LOONAANSPORINGS, STUKWERK EN TAAKWERK.

(1) Taakwerk word verbied, en werknemers van wie daar vereis word om 'n bepaalde getal produksie-eenhede te produseer, moet in diens geneem word volgens 'n stukwerk- of aansporingsstelsel soos dié waarvoor daar in hierdie klousule voorsiening gemaak word.

(2) Geen werkgever mag 'n werknemer vir stukwerk volgens enige ander vorm van loonaansporing in diens neem nie tensy daar aan die volgende voorwaardes voldoen word:—

(i) Geen werknemer mag in 'n bepaalde week minder betaal word nie as die minimum loon waarop hy kragtens klousule 4 van hierdie Ooreenkoms geregtig sou gewees het as hy bloot as 'n tydwerker in diens geneem was.

(ii) Die Sekretaris van die Raad moet binne 7 dae na die invoering van stukwerk of 'n ander vorm van loonaansporing daarvan in kennis gestel word.

(iii) 'n Lys van die stukwerktaaiere en, in die geval van enige ander vorm van loonaansporing, 'n staat wat duidelik aantoon hoe die bonusbetalings bereken sal word, moet onverwyl vertoon en opgeplak gehou word op 'n opvallende plek wat gereedlik toeganklik is vir die werknemers, en sodanige lys en/of staat moet *in situ* deur 'n agent van die Raad onderteken word.

(iv) Die werknemers wat deur 'n loonaansporingskema, uitgesonderd 'n gewone stukwerkskema, geraak word, het die reg om 'n werkkomitee van twee (of dié addisionele getal waarmee die werkgever instem) te kies, en waar daar 'n werkkomitee aangestel word, moet volledige besonderhede omtrent die manier waarop die skema sal werk, vir die komitee beskikbaar gestel word.

(v) Volledige besonderhede van die loonaansporingskema, met vermelding van die werksaamhede wat geraak word, die werkwaardes en die punte waarmee daar by die berekening van die werkwaardes rekening gehou sal word, moet deur die werkgever bygehou word, en waar daar veranderings aangebring word, moet die registers van die vorige stelsel vir 'n tydperk van 1 jaar na sodanige verandering bewaar word.

(vi) Geen besonderhede van die loonaansporingskema mag verander word ten einde die verdienste van die werknemers wat daardeur geraak word, te verlaag nie tensy die werkkomitee (as daar is) toestemming daartoe verleen het, en ingeval daar 'n verskil ontstaan, moet die saak na die Raad verwys word; met dien verstande dat hierdie bepaling nie van toepassing is nie op veranderings wat aangebring word gedurende 'n proeftydperk van 3 maande na die inwerkingtreding van die skema.

Stukwerktaaiere mag nie sonder die toestemming van die Raad verlaag word nie.

(vii) Geen loonaansporingsstelsel mag vir 'n tydperk van langer as 1 maand na 'n proeftydperk van drie maande voortgesit word nie tensy 'n sertifikaat waarby toestemming daartoe verleen word, van die Nywerheidsraad verkry is.

8. GETALSVERHOUDING VAN WERKNEMERS.

(1) *Snykamer.*—(a) 'n Werkgever moet 'n hoofsnier teen minstens die loon voorgeskryf in klousule 4 (1), Deel A (i), in diens hê voordat hy 'n ander snier teen 'n laer loon in diens mag neem.

(b) Die getal leerlinge wat vir snykamerwerksaamhede in diens geneem is, mag altesaam hoogstens 2 maal die getal gekwalifiseerde snyers, passers, binnevoeringsnyers en opmakers wees.

(2) (a) 'n Werkgever moet 1 gekwalifiseerde manlike masjienwerker of gekwalifiseerde manlike perser of gekwalifiseerde nasier, binneryger, buiteryger of fatsoeneerder in diens hê voordat hy in enige werksaamheid 'n manlike leerling, uitgesonderd 'n manlike leerlingwerknemer in snykamerwerksaamhede soos voorgeskryf in subklousule (1) van hierdie klousule, in diens mag neem.

(b) The number of male learners so employed, shall not exceed twice the number of qualified male machinists, pressers, passers, under-basters, out-basters or shapers.

(3) For the purpose of computing the ratio or proportion of employees prescribed in sub-clause (1) of this clause, no employee in receipt of a wage of less than R18.96 shall be deemed to be a "qualified employee".

(4) Where an employer is a limited liability company, or is a partnership, no director or other officer of such company or partnership, shall be deemed to be an employee for ratio purposes.

(5) An employer shall in respect of female employees in his establishment for whom wages are prescribed in this Agreement (other than those employed in the occupation referred to in sub-clause (1) of this clause) pay—

- (i) not less than 30 per cent of such employees a wage of R12 per week or more; and
- (ii) not less than 25 per cent of such employees a wage of R9.12 per week or more; and
- (iii) not more than 45 per cent of such employees a wage lower than R9.12 per week.

(6) In the event of the prescribed ratio or proportion of employees in terms of this clause being defective in any establishment at any time, then the employer shall—

- (a) immediately engage other employees at the necessary prescribed basic wage or if such employees are not then available;
- (b) raise permanently and in priority of experience, the prescribed wages of a sufficient number of his lower-paid employees to establish and maintain the ratio or proportion of employees required in terms of this clause; and
- (c) alternately, and as a temporary measure, raise the wages of a sufficient number of his lower-paid employees in priority of experience, who shall be retained at such higher wages for so long as he may find it necessary to establish and maintain his prescribed ratio or proportion of employees, and such temporary advancement must be explained to each employee concerned.

(7) Any person employed in an establishment under exemption shall be deemed to rank as a "learner" employee for the purpose of the ratio of employees.

(8) For the purpose of this clause, belt-boys, boiler attendants, caretakers, despatch packers, assistant despatch packers, travellers, travellers' drivers, clerical workers, drivers of vehicles, errand boys, labourers, mechanics, messenger boys and watchmen shall be excluded.

9. ORDINARY HOURS OF WORK, MEAL BREAKS AND REST INTERVALS.

(1) *Ordinary Hours of Work.*—A five-day week shall be observed from Monday to Friday inclusive and the ordinary hours of work of an employee shall not exceed—

- (i) 42½ hours, excluding meal times, but including rest intervals, in any week from Monday to Friday inclusive;
- (ii) 8½ hours on any day between the hours of 7.30 a.m. and 6 p.m.;

except that in the case of boiler attendants the weekly hours may be 46 and the daily hours 9½ and in the case of watchmen or caretakers the weekly hours may be 72 and the daily hours 12.

(2) *Hours of Work to be Consecutive.*—All working hours in any day shall, except for meal times and rest intervals as provided for in this clause, be consecutive.

(3) *Rest Intervals.*—(i) Employees not engaged upon a conveyor apparatus.—Every employer shall grant to each of his employees, other than a traveller, a watchman, a motor vehicle driver, or an employee engaged in delivering goods or messages outside the establishment of his employer a rest interval of not less than ten minutes as near as practicable to—

- (a) the middle of each morning work period;
- (b) the middle of each afternoon work period;

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.

(ii) *Employees Engaged on a Conveyor Apparatus.*—Employees engaged on work in conjunction with a conveyor apparatus shall be given suitable rest intervals during working hours, amounting in all to not less than thirty minutes daily. All such rest periods shall be reckoned as part of the employee's working hours but no work whatever shall be performed during such rest intervals by any employee engaged upon this type of operation.

(4) *Meal Breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without an interval of at least one hour, provided that—

- (i) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work;
- (ii) an employee who is required or permitted to work for two or more periods broken by intervals of less than one hour, other than rest intervals prescribed in sub-clause (3), the said periods of work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously.

(b) Die getal manlike leerlinge wat aldus in diens geneem is, mag hoogstens 2 maal die getal gekwalifiseerde manlike masjienwerkers, persers, nasieners, buiterygers, binnerygers of fatsoeneerders wees.

(3) By die berekening van die getalsverhouding van werknemers soos voorgeskryf in subklousule (1) van hierdie klousule, mag geen werknemer wat 'n loon van minder as R18.96 ontvang, geag word 'n „gekwalifiseerde werknemer" te wees nie.

(4) Waar 'n werkgewer 'n maatskappy met beperkte aanspreeklikheid of 'n vennootskap is, word geen direkteur of ander ampsdraer van sodanige maatskappy of vennootskap vir die berekening van die getalsverhouding geag 'n werknemer te wees nie.

(5) 'n Werkgewer moet ten opsigte van die vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd diegene wat werksaam is in die beroepe bedoel in subklousule (1) van hierdie klousule—

- (i) aan minstens 30 persent van sodanige werknemers 'n loon van R12 per week of meer betaal; en
- (ii) aan minstens 25 persent van sodanige werknemers 'n loon van R9.12 per week of meer betaal; en
- (iii) aan hoogstens 45 persent van sodanige werknemers 'n loon wat laer as R9.12 per week is, betaal.

(6) Ingeval die voorgeskrewe getalsverhouding van werknemers in 'n bedryfsinrigting te eniger tyd nie aan die bepalings van hierdie klousule voldoen nie, moet die werkgewer—

- (a) onmiddellik ander werknemers teen die nodige voorgeskrewe basiese loon in diens neem of, as sodanige werknemers dan nie beskikbaar is nie;
- (b) die voorgeskrewe lone van genoeg werknemers in die geleedere van sy laer besoldigde werknemers permanent en in volgorde van hul ondervinding verhoog ten einde die getalsverhouding van die werknemers wat by hierdie klousule vereis word, te verkry en te handhaaf; en
- (c) as alternatief en as 'n tydelike maatregel, die lone van genoeg werknemers in die geleedere van sy laer besoldigde werknemers verhoog in volgorde van hul ondervinding, en sodanige werknemers moet teen die hoër lone in diens gehou word solank hy tyd nodig het om die voorgeskrewe getalsverhouding van sy werknemers te bereik en te handhaaf, en sodanige tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

(7) Vir die bepaling van die getalsverhouding van werknemers word enigeen wat kragtens 'n vrystelling in 'n bedryfsinrigting in diens gehou word, geag 'n „leerling"-werknemer te wees.

(8) Vir die toepassing van hierdie klousule word dryfbandherstellers, ketelbedieners, opsigters, versendingsverpakkers, assistent-versendingsverpakkers, handelsreisigers, handelsreisigers se drywers, klerke, drywers van voertuie, boodskappers, arbeiders, werktuigkundiges, bodes en wagte uitgesluit.

9. GEWONE WERKURE, ETENS- EN RUSPOUSES.

(1) *Gewone werkure.*—Daar moet 5 dae per week van Maandag tot en met Vrydag gewerk word, en die gewone werkure van 'n werknemer is hoogstens—

- (i) 42½ uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in enige week van Maandag tot en met Vrydag;
- (ii) 8½ uur op enige dag tussen die ure 7.30 v.m. en 6 n.m. met uitsondering van die geval van ketelbedieners, wie se weeklikse ure 46 en daaglikse werkure 9½ mag wees, en wagte of oppassers wie se weeklikse ure 72 en daaglikse ure 12 mag wees.

(2) *Werkure moet aaneenlopend wees.*—Alle werkure op 'n bepaalde dag moet, met uitsondering van etenstye en ruspouses soos in hierdie klousule bepaal, aaneenlopend wees.

(3) *Ruspouses.*—(i) Werknemers wat nie in verband met 'n vervoerapparaat werksaam is nie.—Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n handelsreisiger, 'n wag, 'n drywer van 'n motorvoertuig of 'n werknemer wat goedere en boodskappe buite die bedryfsinrigting van sy werkgewer aflewer, 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan—

- (a) die middel van elke oggendskof;
- (b) die middel van elke namiddagskof;

en gedurende sodanige pouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure uit te maak.

(ii) *Werkgewers wat met vervoerapparaat werk.*—Aan werknemers wat werk in verband met 'n vervoerapparaat verrig, moet daar geskikte ruspouses gedurende werkure verleen word, en sodanige ruspouses moet altesaam minstens dertig minute per dag beloop. Al sodanige ruspouses moet gereken word as deel van die werknemer se werkure, maar geen werk hoegenaamd mag gedurende sodanige ruspouses deur 'n werknemer wat hierdie tipe werksaamheid verrig, gedoen word nie.

(4) *Etenstye.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir meer as 5 uur aaneen sonder 'n pouse van minstens 1 uur te werk nie; met dien verstande dat—

- (i) as sodanige pouse langer as 1 uur duur, die tydperk wat dit langer as 1 uur duur, geag word werkure te wees;
- (ii) 'n werknemer van wie daar vereis word of wat toegelaat word om vir 2 of meer tydperke wat onderbreek word deur pouses van minder as 1 uur [uitgesonderd die ruspouses voorgeskryf in subklousule (3)] te werk en wie se werkydperke altesaam meer as 5 uur beloop, geag word werksaam te gewees het vir 'n ononderbroke tydperk van meer as 5 uur.

(5) *Savings*.—The provisions of this clause shall not apply to travellers, travellers' drivers and employees in receipt of R1,920 per annum or over, provided that in the case of a watchman or caretaker, he shall not be required or permitted to work for more than six days consecutively without being granted a day off duty on full pay, provided further that the employer may, in lieu of granting his watchman or caretaker any such day off, pay the employee concerned the wage which he would have received if he had not worked on such day plus an amount of not less than his daily wage in respect of such day not granted; the provisions of sub-clauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

10. OVERTIME.

(1) *Overtime*.—All time worked in excess of the ordinary daily hours prescribed in clause 9 or before 7.30 a.m. and after 6 p.m. on Monday to Friday, shall be deemed to be overtime.

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

(ii) Female Employees.—(a) Daily, Weekly and Annual Limits.—No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, nor shall he require or permit such employee to work overtime for more than—

- (a) ten hours in any week;
- (b) two hours on any day;
- (c) three consecutive days;
- (d) sixty days in any year.

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

- (i) gives notice thereof to such employees before midday; or
- (ii) provides such employee with an adequate meal before she has to commence overtime; or
- (iii) pays such employee an allowance of 15 cents to enable the employee to obtain a meal before the overtime is due to commence.

A break for a meal of not less than one hour, shall be allowed to female employees between the closing of the ordinary working hours, and the commencement of overtime, when such overtime exceeds one hour; provided that no time shift shall exceed five hours without a break for a meal.

(3) An employee shall be deemed to be working in the employment of an employer in addition to any period during which he is actually working—

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any premises in which the Industry is being carried on;
- (b) during any period during which he is present upon or in any such premises; and
- (c) during any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven—

provided that if it is proved during what portion of any such period as is referred to in paragraph (b) or (c) any such employee actually worked in his employment the presumption established by this sub-clause shall not apply in respect of that employee in relation to that period.

(4) Overtime accrues daily and shall be reckoned day by day as time worked after the completion of the ordinary daily working hours of an establishment. All overtime of a lesser period than fifteen minutes, which an employee may be required to work shall be paid for as one-quarter of any hour overtime.

(5) Overtime shall apply to all employees in an establishment, except employees in receipt of R1,920 per annum or over, employees employed as travellers, and travellers' drivers.

11. PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Overtime*.—An employer shall pay to his employee in respect of all overtime worked by him not less than—

- (a) if a time worker, not less than one and one-third times his minimum weekly wage as prescribed in clause 4 (1) divided by 42½ for each hour or part of an hour so worked;
- (b) if a piece-worker, not less than one and one-third times his piece-work rates;
- (c) if a boiler attendant one and one-third times his minimum weekly wage divided by 46 for each hour or part of an hour so worked;
- (d) if a watchman or caretaker one and one-third times his minimum weekly wage divided by 72 for each hour or part of an hour so worked.

(2) *Saturday Work*.—No work shall be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-clause (1).

(5) *Voorbehoudsbepalings*.—Die bepalinge van hierdie klousule is nie van toepassing nie op handelsreisigers, handelsreisigers se drywers en op werknemers wat R1,920 per jaar of meer ontvang; met dien verstande dat, in die geval van 'n wag of oppasser daar nie van hom vereis of hy nie toegelaat mag word om vir meer as 6 dae aaneen sonder 'n vry dag te werk nie: Voorts met dien verstande dat die werkgewer, in plaas daarvan om sy wag of oppasser dié dag vry te gee, hy die betrokke werknemer die loon moet betaal wat hy sou ontvang het al het hy nie op sodanige dag gewerk nie plus 'n bedrag van minstens sy dagloon vir dié dag wat nie toegestaan was nie; die bepalinge van subklousules (2), (3) en (4) is nie van toepassing nie op 'n werknemer wat noodwerk verrig of werk doen in verband met die opknapping of herstel van masjinerie wat nie gedurende die gereelde werkkure onderneem kan word nie.

10. OORTYDWERK.

(1) *Oortydwerk*.—Alle tyd wat daar buite die gewone daaglikse ure soos voorgeskryf in klousule 9 of vóór 7.30 vm. en ná 6 nm. van Maandag tot Vrydag gewerk word, word geag oortydwerk te wees.

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

(ii) Vroulike werknemers.—(a) Daaglikse, weeklikse en jaarlikse perke.—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om vóór 6 vm. of ná 6 nm. op enige dag te werk nie en hy mag ook nie sodanige werknemer toelaat of van haar vereis om oortyd vir meer as—

- (a) tien uur in 'n week;
- (b) twee uur op 'n dag;
- (c) drie agtereenvolgende dae;
- (d) sestig dae in 'n jaar;

te werk nie

(b) Werknemers moet kennis gegee word van oortydwerk.—Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om langer as een uur op 'n dag oortyd te werk nie tensy die werkgewer—

- (i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of
- (ii) sodanige werknemer voorsien van 'n toereikende ete voordat sy met haar oortydwerk moet begin; of
- (iii) sodanige werknemer 'n toelae van 15 sent betaal het ten einde haar in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

'n Etenspouse van minstens een uur moet tussen die einde van die gewone werkkure en die begin van die oortydwerk aan vroulike werknemers toegestaan word wanneer sodanige oortydwerk langer as een uur duur; met dien verstande dat geen tydskof langer as vyf uur sonder 'n etenspouse mag wees nie.

(3) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag in die diens van 'n werkgewer aan die werk te wees—

- (a) gedurende enige tydperk waarin hy ooreenkomstig die vereistes van sy werkgewer aanwesig is in of by persele waarin die nywerheid beoefen word;
- (b) gedurende enige tydperk wat hy in of by sodanige persele teenwoordig is; en
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, afgesien daarvan of sodanige voertuig gedryf word of nie;

met dien verstande dat, as daar bewys word dat sodanige werknemer vir 'n bepaalde gedeelte van die tydperk bedoel in paragraaf (b) of (c), werklik gewerk het in die uitvoering van sy diens, die vermoede wat by hierdie subartikel geskep word, nie in verband met daardie tydperk ten opsigte van daardie werknemer van toepassing is nie.

(4) Oortydbesoldiging word daaglikse verdien en moet dag na dag bereken word as tyd gewerk na die voltooiing van die gewone daaglikse werkkure van 'n bedryfsinrigting. Waar daar van 'n werknemer vereis word om oortyd vir 'n korter tydperk as vyftien minute te werk, moet daar vir al sodanige oortydwerk betaal word as 'n kwart van 'n uur se oortydwerk.

(5) Die bepalinge omtrent oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd werknemers wat R1,920 per jaar of meer ontvang, werknemers wat as handelsreisigers en handelsreisigers se drywers werksaam is.

11. BETALING VIR OORTYDWERK EN WERK OP SATERDAG, SONDAG EN OPENBARE VAKANSIEDAE.

(1) *Oortydwerk*.—'n Werkgewer moet sy werknemer die volgende ten opsigte van alle oortyd wat hy gewerk het, betaal:—

- (a) As hy 'n tydwerker is, minstens 1½ maal sy minimum weekloon soos voorgeskryf in klousule 4 (1), gedeel deur 42½, vir elke uur of gedeelte van 'n uur aldus gewerk;
- (b) as hy 'n stukwerker is, minstens 1½ maal sy stukwerklloon;
- (c) as hy 'n ketelbediener is, 1½ maal sy minimum weekloon, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;
- (d) as hy 'n wag of oppasser is, 1½ maal sy minimum weekloon, gedeel deur 72, vir elke uur of gedeelte van 'n uur aldus gewerk.

(2) *Werk op Saterdag*.—Geen werk mag sonder die toestemming van die Raad op 'n Saterdag verrig word nie, en alle tyd wat daar op 'n Saterdag gewerk word, word geag oortydwerk te wees waarvoor daar ooreenkomstig subklousule (1) betaal moet word.

(3) *Sunday Work.*—No work shall be performed on a Sunday without the permission of the Council and whenever an employee is required or permitted to work on a Sunday, his employer shall either—

(a) pay to the employee—

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

(b) pay the employee not less than one and a third times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e. a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than eight and one-half hours' remuneration provided that for the purpose of this sub-clause, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

(4) *Public Holidays.*

(a) *Public Holidays other than Van Riebeeck Day.*—An employee shall be entitled to leave on full pay in respect of the following public holidays and where he is required or permitted to work on such holiday he shall be paid in addition to his normal wage in respect of such holiday wages at straight time in respect of the hours so worked:—

Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Settlers' Day and Kruger Day.

(b) *Van Riebeeck Day.*—Where an employee is instructed not to report for work on Van Riebeeck Day he shall be paid in respect of such day three hours pay at his normal rate of remuneration.

Where, however, an employee is required or permitted to work on such day, he shall in addition to such three hours pay receive payment for time worked at the rate of time and a third calculated in accordance with sub-clause (1) of this clause.

(5) Remuneration payable in terms of any of the provisions of this clause shall be paid to the employee concerned not later than the pay day next succeeding the period in respect of which such remuneration becomes payable.

(6) *Easter Week-end.*—No work shall be performed after 1 p.m. on the day immediately preceding Good Friday and the employees shall be granted the afternoon off as a paid-holiday.

The employee shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons. Where work is performed on such paid half-holidays the employees shall, in addition to payment for such half-holiday, receive payment for time worked after 1 p.m. at overtime rates.

(7) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers and to employees in receipt of over R1,920 per annum.

12. SHORT TIME.

(1) An employer shall, prior to the day on and from which he intends to work short time, notify all employees concerned by posting up a notice, or notices, in a prominent position well known and easily accessible to employees in any section or department of the establishment concerned.

(2) Any employee who has not been given notice in terms of sub-clause (1) hereof shall, on attending at the establishment, be entitled to be employed for a full working day, or be paid full wages in lieu thereof.

(3) (a) An employee who has been given notice not to attend on any day on account of short-time shall be paid in respect of each such day not less than 3 hours pay at his ordinary rate of remuneration.

(b) An employee whether on time or piece-work on any day attends at the establishment on the instructions of the employer or his representative shall be entitled to be employed for at least 4 hours on such day or to receive 4 hours pay at his ordinary rate of remuneration in terms of clause 4 (1).

13. PROVISION OF TEA AND OTHER BEVERAGES.

(1) Were tea (or other beverage) is provided by the employer, a deduction of not more than one half cent per cup may be made from the wages of the employee receiving such tea (or similar beverage), on condition that no employee may be compelled to take tea (or other beverage) and that the deduction is permissible only where the employee has agreed to accept the tea (or other beverage).

Reference to "tea" in this sub-clause shall include the provision of milk and sugar for mixing with such tea (or other beverages).

(3) *Werk op Sondag.*—Geen werk mag sonder die toestemming van die Raad op Sondag verrig word nie, en wanneer daar van 'n werknemer vereis word of hy toegelaat word om op 'n Sondag te werk, moet sy werkgever sodanige werknemer soos volg betaal:—

- (a) (i) As hy vir 'n tydperk van hoogstens 4 uur aldus werk, minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (ii) as hy vir 'n tydperk van langer as 4 uur aldus werk, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of 'n besoldiging minstens gelyk aan dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) minstens 1½ maal sy gewone uurloon ten opsigte van elke uur op sodanige Sondag gewerk, en hom dan binne 7 dae vanaf sodanige Sondag een werkdag, dit wil sê 'n ander dag as 'n Saterdag of 'n Sondag, as 'n vakansiedag toestaan en hom ten opsigte daarvan minstens 8½ uur se besoldiging betaal; met dien verstande dat, vir die toepassing van hierdie sub-klausule, 'n stukwerker minstens die ekwivalente bedrag waarop hy geregtig sou gewees het as hy as 'n tydwerker werksaam was, betaal moet word.

(4) *Openbare vakansiedae.*—

(a) *Openbare vakansiedae, uitgesonderd Van Riebeeckdag.*—'n Werknemer is ten opsigte van ondergenoemde openbare vakansiedae geregtig op verlof met volle betaling, en waar daar van hom vereis word of hy toegelaat word om op sodanige vakansiedag te werk, moet hy, benewens die loon wat hy gewoonlik ten opsigte van sodanige vakansiedag ontvang, ook sy gewone loon ten opsigte van die ure aldus gewerk, betaal word:—

Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartdag, Gesinsdag, Gelofte dag, Kersdag, Tweede Kersdag, Nuwejaarsdag, Setlaarsdag en Krugerdag.

(b) *Van Riebeeckdag.*—Waar 'n werknemer opdrag ontvang om hom nie vir werk op Van Riebeeckdag aan te meld nie, moet hy ten opsigte van sodanige dag 3 uur se loon teen sy gewone besoldiging betaal word.

Waar daar egter van 'n werknemer vereis word of waar hy toegelaat word om op sodanige dag te werk, moet hy, benewens sodanige 3 uur se besoldiging, ook besoldiging ontvang vir die tyd gewerk, en wel teen 1½ maal sy loon, bereken ooreenkomstig die bepalinge van subklausule (i) van hierdie klousule.

(5) Die besoldiging wat in gevolge hierdie klousule betaalbaar is, moet aan die betrokke werknemer betaal word voor of op die eerskomende betaaldag na die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar geword het.

(6) *Paasaweek.*—Geen werk mag ná 1 nm. op die dag onmiddellik voor Goeie Vrydag verrig word nie, en die werknemers moet die namiddag vry gegee word as 'n halfdag vakansie met betaling.

Die werknemer moet vir sodanige namiddag volle betaling ontvang ten opsigte van die ure wat gewoonlik op Donderdagnamiddae gewerk word. Waar daar op sodanige halfdag vakansie met besoldiging gewerk word, moet die werknemers, benewens betaling vir sodanige halfdag vakansie, ook betaling teen die oortydtarief ontvang vir tyd ná 1 nm. gewerk.

(7) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing nie op handelsreisigers, handelsreisigers se drywers en werknemers wat meer as R1,920 per jaar ontvang.

12. KORTTYD.

(1) 'n Werkgever moet voor die dag waarop en met ingang waarvan hy voornemens is om korttyd te laat werk, al die betrokke werknemers daarvan in kennis stel deur 'n kennisgewing of kennisgewings op te plak op 'n opvallende plek wat aan die werknemers in enige seksie of afdeling van die betrokke bedryfsinrigting bekend en redelik toeganklik vir hulle is.

(2) 'n Werknemer wat nie kennis ooreenkomstig die bepalinge van subklausule (1) hiervan ontvang het nie, is, wanneer hy hom by die bedryfsinrigting aanmeld, daarop geregtig om vir 'n volle dag te werk of om 'n volle dag se loon in plaas daarvan te ontvang.

(3) (a) 'n Werknemer aan wie daar kennis gegee is om, weens korttyd, nie op 'n bepaalde dag te kom werk nie, moet ten opsigte van elke sodanige dag minstens drie uur se loon teen sy gewone besoldiging betaal word.

(b) 'n Werknemer wat op 'n tyd- of stukwerkgrondslag werksaam is en hom op enige dag by die bedryfsinrigting aanmeld op las van die werkgever of sy verteenwoordiger, is daarop geregtig om vir minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig die bepalinge van klousule 4 (1) hiervan te ontvang.

13. VERSKAFFING VAN TEE EN ANDER DRANKE.

(1) Waar tee of ander drank deur die werkgever verskaf word, kan 'n bedrag van hoogstens 'n ½ sent per koppie van die loon van die werknemer wat sodanige tee of dergelike drank ontvang, afgetrek word op voorwaarde dat geen werknemer verplig mag word om tee of ander drank te gebruik nie en dat die aftrekking toelaatbaar is alleenlik waar die werknemer daarmee ingestem het om die tee of ander drank te ontvang.

Waar daar in hierdie subklausule van „tee” melding gemaak word, word ook die verskaffing van melk en suiker wat met sodanige tee of ander drank gebruik word, bedoel.

(2) Where tea or other beverage is not provided, the employer shall, at his own expense provide and have immediately available to his employees at the commencement of each rest interval, and also at lunch time, a sufficient supply of boiling water and the necessary utensils for the making of tea.

14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

(1) *Persons Under the Age of Fifteen Years.*—No employer shall employ any person under the age of 15 years.

(2) *Females in Certain Occupations.*—(a) The employment of females as pressers, and under-pressers in the clothing section and as despatch packers and assistant despatch packers is expressly prohibited, provided that this provision shall not apply to—

female under-pressers, despatch packers and assistant despatch packers, employed as such prior to the date of coming into force of this Agreement.

(b) A female shall not be required or permitted to use an iron of more than nine pounds in weight.

(3) *Non-members of Trade Union.*—No member of the employers' organization shall give employment for a period of longer than one month to any employee who is not a member of the trade union registered for the clothing industry for the Magisterial Districts in which this Agreement is operative, provided that the provisions of this sub-clause shall not apply to—

(a) clerical employees; or

(b) any employee to whom, in the opinion of the Council membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within thirty days of such refusal for exemption from the operation of this section;

(c) any employee who, in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the union;

(d) an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it the provisions of this clause shall immediately come into operation.

15. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) *Annual Leave.*—(i) Every employee who on the latest day on which he can commence his leave shall have completed at least one year's continuous service with his employer shall between the 15th December of each year and the 14th January of the following year, be granted at least three consecutive weeks annual leave made up as follows:—

(a) Twelve ordinary working days at full wage;

(b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with clause 11 (4) of this Agreement;

(c) when the Day of the Covenant falls within the period of annual leave it shall in accordance with clause 11 (4) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

(ii) Any employee who on the 15th December of any year has not completed 12 months' continuous service with his employer and whose employment has not been terminated shall be paid—

(a) for each completed month of service in that year an amount equal to one day's pay plus—

(b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to one day's pay in respect of each such holiday.

(iii) Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:—

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

(2) *Paid Public Holidays.*—(i) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Boxing Day, and New Year's Day, each employee shall be entitled to and be granted leave on full pay on the Day of the Covenant, Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settler's Day and Kruger Day.

(ii) Where an employee's service terminates immediately before any of the paid public holidays mentioned in sub-clause (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:—

(2) Waar tee of ander drank nie verskaf word nie, moet die werkgewer op sy koste 'n toereikende voorraad kookwater en die nodige gerei vir die maak van tee verskaf en dit onmiddellik vir sy werknemers beskikbaar stel aan die begin van elke rustydperk en ook gedurende die middagete.

14. INDIENSNEMING VAN SEKERE PERSONE VERBODE.

(1) *Persone onder die leeftyd van 15 jaar.*—Geen werkgewer mag enigeen onder die leeftyd van 15 jaar in diens neem nie.

(2) *Vrouens in sekere beroepe.*—(a) Die indiensneming van vrouens as persers en onderpersers in die klerasiesekse en as versendingsverpakkers en assistent-versendingsverpakkers word uitdruklik verbied; met dien verstande dat hierdie bepaling nie van toepassing is nie op—

vroulike onderpersers, versendingsverpakkers en assistent-versendingsverpakkers wat voor die datum van inwerk-treding van hierdie Ooreenkoms as sodanig in diens was.

(b) Daar mag nie van 'n vrou vereis word of sy mag nie toegelaat word om 'n strykster wat meer as agt pond weeg, te gebruik nie.

(3) *Nie-lede van Vakvereniging.*—'n Werknemer wat nie lid is nie van die Vakvereniging wat vir die Klerasienywerheid in die landdrosdistrikte waarin hierdie Ooreenkoms van krag is, geregistreer is, mag nie deur 'n lid van die werkgewersorganisasie vir 'n langer tydperk as 1 maand in diens geneem word nie; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie op—

(a) klerke; of

(b) 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van die Vakvereniging geweier is sonder 'n regsgeldige rede, as die applikant binne 30 dae na sodanige weiering by die Raad aansoek gedoen het om vrystelling van die bepalings van hierdie klousule;

(c) enige werknemer wat, na die mening van die Minister, grondige rede het om nie lid van die Vakvereniging te word of te bly nie;

(d) 'n immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste 3 maande vanaf die datum van sy indiensneming in die Nywerheid 'n uitnodiging van die betrokke Vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING.

(1) *Jaarlikse verlof.*—(i) Aan 'n werknemer wat op die laatste dag waarop hy met sy verlof kan begin, minstens een jaar se aaneenlopende diens by sy werkgewer voltooi het, moet tussen 15 Desember elke jaar en 14 Januarie van die daaropvolgende jaar jaarlikse verlof vir minstens drie agtereenvolgende weke verleen word wat uit die volgende bestaan:—

(a) Twaalf gewone werkdade teen volle besoldiging;

(b) Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met besoldiging ooreenkomstig die bepalings van klousule 11 (4) van hierdie Ooreenkoms;

(c) Geloftedag: Wanneer hierdie dag binne die tydperk van jaarlikse verlof val, moet dit ook ooreenkomstig die bepalings van klousule 11 (4) van hierdie Ooreenkoms as 'n openbare vakansiedag met besoldiging beskou word en moet die jaarlikse vakansieverloftermyn aldus met een dag verleng word.

(ii) 'n Werknemer wat op 15 Desember van enige jaar nie 12 maande aaneenlopende diens by sy werkgewer voltooi het nie en wie se diens nie beëindig is nie, moet soos volg betaal word:—

(a) Vir elke voltooide maand diens in daardie jaar, 'n bedrag gelyk aan een dag se besoldiging plus—

(b) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse vakansietydperk gesluit is—Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag.

(iii) By diensbeëindiging moet 'n werknemer in plaas van verlof betaling ontvang wat soos volg bereken word:—

Een dag se besoldiging ten opsigte van elke voltooide maand diens, bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die tydperk wat die kortste is.

(2) *Openbare vakansiedae met besoldiging.*—(i) Benewens die openbare vakansiedae met besoldiging wat gewoonlik binne die tydperk van jaarlikse verlof val, d.w.s. Kersdag, Tweede Kersdag en Nuwejaarsdag, is 'n werknemer geregtig op en moet hy verlof met volle besoldiging verleen word op Geloftedag, Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartdag, Gesinsdag, Setlaarsdag en Krugerdag.

(ii) Waar 'n werknemer se diens onmiddellik voor een van die openbare vakansiedae met besoldiging val in subklousule (2) (i), gemeld word, eindig, is hy geregtig op betaling vir sodanige openbare vakansiedag mits sodanige vakansiedag binne 'n verlengde tydperk val wat soos volg bereken is:—

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for, and provided further that—

(a) where the service of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognized by law as sufficient as referred to in paragraph (a) of sub-clause (1) of clause 18, at any time during December of any year such employee shall be paid one day's pay in respect of each of the public holidays referred to in paragraph (i) of sub-clause (1) of this clause, which falls after the date of termination of service;

(b) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in sub-clause (1) (i) of this clause unless such paid public holidays fall within an extended period calculated in the manner set out herein.

(iii) Whenever an employee works on Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him not less than his ordinary hourly wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(iv) In the event of a paid holiday falling upon a Sunday it shall be observed the day following.

(v) In the event of any of the paid holidays referred to in sub-clauses (1) and (2) of this clause falling on a Saturday, an employer shall pay his employee who does not work on such day five and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday immediately preceding such Saturday.

(vi) Whenever an employee works on a paid holiday falling upon a Saturday, payment for any such day shall be in terms of sub-clause (2) (v) plus, in addition, one and one-third times his hourly rate of wage for each hour worked on such Saturday.

(3) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of sub-clause (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of sub-clause (1) or sub-clause (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(4) For the purpose of this clause, employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's services; or

(b) the date on which an employee who has, in accordance with the previous Agreement been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement whichever may be the later.

(5) Short time shall not be deducted by an employer, when computing the period of employment qualifying for annual leave, in terms of sub-clause (1) of this clause.

(6) Where an employee has absented himself from work (for any reason other than that referred to in sub-clause (9) for a reason satisfactory to his employer) such period of absence shall not be considered as employment in terms of sub-clause (1) of this clause.

(7) *Clerical Employees, Maintenance Personnel, Night Watchmen and Employees in receipt of R1,920.00 per annum or more.*—An employer may make mutual arrangements with his clerical employees, maintenance personnel, night watchmen and employees in receipt of R1,920.00 per annum or more to take their annual holiday at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-clause (1) of this clause and in that event such employee shall be entitled to not less than three consecutive weeks leave to be granted not later than within three months of the year of employment to which it relates.

(8) *Leave and Notice not to be Concurrent.*—Except in the case of monthly-paid employees during the months of December and January, the period of annual leave of an employee shall

Een werkdag ten opsigte van elke voltooidde maand diens (berekend vanaf die dag waarop die werknemer laas op verlof geregtig geword het of vanaf die datum van indiensneming, naamlik die kortste tydperk) word gevoeg by die datum waarop die werknemer se dienste beëindig word, en as 'n openbare vakansiedag met besoldiging binne sodanige verlengde tydperk val, moet daarvoor betaal word; en voorts met dien verstande dat—

(a) waar 'n werkgewer om 'n ander rede as ontslag sonder kennisgewing om 'n regsgeldige rede soos in paragraaf (a) van subklousule (1) van klousule 18 bedoel, die diens van sy werknemer beëindig op enige tyd gedurende Desember van enige jaar, sodanige werknemer een dag se besoldiging betaal moet word ten opsigte van elkeen van die openbare vakansiedae soos in paragraaf (i) van subklousule (1) van hierdie klousule bedoel, wat na die datum van diensbeëindiging val;

(b) waar 'n werknemer aan sy werkgewer kennis gee van sy voorneme om sy diens te eniger tyd gedurende Desember in enige jaar te beëindig, sodanige werknemer nie op betaling ten opsigte van die openbare vakansiedae met besoldiging wat in subklousule (1) (i) van hierdie klousule genoem word, geregtig is nie tensy sodanige openbare vakansiedae met besoldiging binne 'n verlengde tydperk val soos ooreenkomstig die bepaling van hierdie klousule bereken.

(iii) Wanneer 'n werknemer op Goëie Vrydag, Paasmaandag, Republiektag, Hemelvaartdag, Gesinsdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom minstens sy gewone uurloon betaal ten opsigte van die totale tydperk op sodanige dag gewerk, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(iv) Ingeval 'n vakansiedag met besoldiging op 'n Sondag val, word die dag daarna geag sodanige vakansiedag te wees.

(v) Ingeval enigeen van die vakansiedae met besoldiging soos in subklousules (1) en (2) van hierdie klousule bedoel, op 'n Saterdag val, moet 'n werkgewer sy werknemer wat nie op sodanige dag werk nie, vyf en 'n half uur se loon betaal benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk vanaf die Maandag tot die Vrydag onmiddellik voor sodanige Saterdag.

(vi) Wanneer 'n werknemer op 'n vakansiedag met besoldiging wat op 'n Saterdag val, werk, moet hy vir sodanige dag betaal word ooreenkomstig subklousule (2) (v) en daarbenewens een en een derde maal sy uurloon ontvang vir elke uur op sodanige Saterdag gewerk.

(3) *Besoldiging tydens verlof.*—Die werkgewer moet aan sy werknemer aan wie verlof ingevolge subklousule (1) hiervan verleen is, sy besoldiging ten opsigte van sodanige verlof voor of op die laaste werkdag voor die begin van genoemde tydperk betaal, en enige bedrag wat ingevolge subklousule (1) of (2) betaal word, moet bereken word teen die besoldiging wat die werknemer onmiddellik voor die datum waarop die verlof verskuldig geword het of waarop sy diens beëindig is, na gelang van die geval, ontvang het, en wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, word sy gewone besoldiging vir die toepassing van hierdie klousule bereken asof hy per uur besoldig was en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(4) Vir die toepassing van hierdie klousule word diens geag te begin vanaf—

(a) die datum waarop die werknemer by die werkgewer in diens getree het; of

(b) die datum waarop 'n werknemer aan wie daar ooreenkomstig die vorige Ooreenkoms afwesigheidsverlof met volle besoldiging verleen is, kragtens sodanige Ooreenkoms op verlof geregtig geword het;

naamlik die jongste datum.

(5) By die berekening van die diens tydperk wat 'n werknemer op jaarlikse verlof geregtig maak ooreenkomstig die bepaling van subklousule (1) van hierdie klousule, mag korttyd nie deur 'n werkgewer afgetrek word nie.

(6) Waar 'n werknemer van sy werk af wegbly om 'n ander rede as dié bedoel in subklousule (9) of om 'n rede wat nie vir sy werkgewer bevredigend is nie, word sodanige afwesigheid nie ingevolge subklousule (1) van hierdie klousule as diens gereken nie.

(7) *Klerke, onderhoudspersoneel, nagwagte en werknemers wat R1,920 per jaar of meer ontvang.*—'n Werkgewer mag onderling met sy klerke, onderhoudspersoneel, nagwagte en werknemers wat R1,920 per jaar of meer ontvang, reëlings tref om hul jaarlikse vakansie te neem gedurende 'n ander tydperk as dié tussen 15 Desember en die daaropvolgende 14 Januarie soos in subklousule (1) van hierdie klousule bepaal, en in so 'n geval is sodanige werknemer geregtig op minstens 3 agtereenvolgende weke verlof wat binne 3 maande na die einde van die jaar diens waarop dit betrekking het, verleen moet word.

(8) *Verlof en kennisgewing van diensbeëindiging mag nie saamval nie.*—Behalwe in die geval van maandeliks besoldigde werknemers gedurende die maande Desember en Januarie, mag die jaarlikse verloftydperk van 'n werknemer nie saamval nie met

not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing military training in terms of the Defence Act, 1957.

- (9) Any period during which an employee—
- (a) is on leave in terms of sub-clause (1); or
 - (b) is absent on military training, not exceeding four months, undergone in that year; or
 - (c) is absent from work on the instructions or at the request of the employer; or
 - (d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this sub-clause shall cease to apply as from the date fixed by the Industrial Council;

shall be deemed to be employment for the purpose of sub-clause (1) and (2) provided that—

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days;
- (ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(10) *Advance Notice of Annual Leave Period.*—At least one calendar month's notice of the actual date of the end of the year vacation period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees.

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

(1) *Service Cards to be produced on Engagement.*—Subject to sub-clause (8) of this clause an employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form on Annexure A to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, occupation, wage on engagement and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-clause (2) of this clause upon termination of service of the employee.

No employer shall engage any employee who is in terms of this Agreement entitled to possess a Sick Fund Book unless such employee has produced to the employer such membership book issued by the Cape Clothing Industry Sick Fund in proof of membership of that Fund by such employee.

The employer shall forthwith upon engagement of such employee enter in the space provided on such book the name of the factory and the date of engagement, and shall immediately thereafter hand the book back to the employee.

Upon termination of such employee's services the employee shall on the day such termination takes place produce to the employer the said membership book, issued by the Sick Fund and the employer shall in the space provided enter the date of termination and shall initial such date in the space provided.

If the service card shows that the employee is re-entering the industry after confinement, the employer shall not permit the employee to commence work until a Post Natal Certificate has been produced in terms of sub-clause (8) of this clause.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service. If the employee is ceasing employment due to confinement this shall be endorsed on the card by the words "Due to Confinement" being written on the line below that on which the date of termination is recorded.

(3) *Procedure when Employee does not Produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagement referred to in sub-clause (4) hereunder and a copy of the application shall also at the same

enige tydperk waarin 'n werknemer kennis van diensbeëindiging gegee het of gegee is of waarin hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan.

(9) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig subklousule (1); of
- (b) weens militêre opleiding vir hoogstens 4 maande, wat hy in daardie jaar ondergaan, afwesig is; of
- (c) van sy werk afwesig is op las of op versoek van die werkgever; of
- (d) van die werk afwesig is weens siekte of weens die feit dat geen vrou gedurende die tydperk wat 4 weke voor die verwagte datum van haar bevalling begin en 8 weke na geboorte eindig, in 'n bedryfsinrigting mag werk nie en geen werkgever gedurende daardie tydperk van 'n vroulike werknemer mag vereis of haar mag toelaat om te werk nie. (As die kind doodgebore word of te sterwe kom voor die 8 weke na geboorte, is die bepalings van hierdie subklousule met ingang van die datum wat die Nywerheidsraad bepaal, nie meer van toepassing nie);

word vir die toepassing van subklousules (1) en (2) geag diens te wees; met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid, weens siekte, van meer as 3 agtereenvolgende dae, as die werknemer (maar nie 'n werknemer wat in subparagraaf (ii) bedoel word nie) versuim om, nadat die werkgever hom daartoe versoek het, aan die werkgever 'n sertifikaat van 'n geneeskundige praktisyn voor te lê waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae beloop;
- (ii) van 'n werknemer van wie se werkgever daar vereis word om ingevolge enige Wet van die Parlement voorsiening te maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, daar nie vereis mag word om 'n sertifikaat van 'n mediese praktisyn ten opsigte van enige tydperk van afwesigheid soos in subparagraaf (i) bedoel, voor te lê nie.

(10) *Jaarlikse verloftydperk vooraf bekendgemaak.*—Die werkgever moet minstens 1 kalendermaand vooraf kennis van die werklike datum van die vakansie tydperk aan die end van die jaar gee deur 'n geskikte kennisgewing in die fabriek te vertoon op 'n opvallende plek wat vir sy werknemers gereedlik toeganklik is.

16. INDIENSNEMING, OORPLASING EN DIENSBEËINDIGING.

(1) *Dienskaart by indiensneming toon.*—Behoudens die bepalings van subklousule (8) van hierdie klousule, moet 'n werkgever, voordat hy iemand wat om werk aansoek doen, in diens neem, van die applikant vereis om 'n dienskaart te toon wat deur die Raad uitgereik is in die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

Die werkgever moet dadelik by indiensneming die naam van sy fabriek, die datum van indiensneming, die beroep en die loon by indiensneming inskryf in die ruimte wat verskaf word vir „latere ondervinding”, en hy moet die kaart veilig bewaar sodat dit ter bestemde tyd ooreenkomstig die bepalings van subklousule (2) van hierdie klousule behandel kan word wanneer die diens van die werknemer beëindig word.

Geen werkgever mag 'n werknemer wat kragtens hierdie Ooreenkoms daarop geregtig is om 'n Siektefondsboek te besit, in diens neem nie tensy sodanige werknemer aan die werkgever dié lidmaatskapboek wat deur die Siektefonds van die Kaapse Klerasienuwerheid uitgereik is, toon as bewys dat sodanige werknemer lid van daardie Fonds is.

By die indiensneming van sodanige werknemer moet die werkgever onverwyld die naam van die fabriek en die datum van indiensneming inskryf in die ruimte wat daarvoor in sodanige boek verskaf word en die boek onmiddellik daarna aan die werknemer terugbesorg.

By die beëindiging van sodanige werknemer se diens moet die werknemer op die dag van sodanige beëindiging genoemde lidmaatskapboek wat deur die Siektefonds uitgereik is, aan die werkgever oorhandig, en die werkgever moet in die ruimte wat daarvoor verskaf word, die datum van beëindiging inskryf en sodanige datum parafer.

Indien die dienskaart toon dat die werknemer weer tot die Nywerheid toetree na 'n bevalling, mag die werkgever nie die werknemer toelaat om te begin werk nie totdat 'n nageboortesertifikaat ingevolge subklousule (8) van hierdie klousule ingedien is.

(2) *Dienskaart by diensbeëindiging aan die werknemer terugbesorg.*—By die diensbeëindiging van 'n werknemer moet die werkgever onmiddellik die res van die besonderhede op die werknemer se dienskaart, d.w.s. die datum van sy vertrek, sy loon op die datum van sy vertrek en die lengte van sy diens, op die werknemer se dienskaart invul. Die ingevulde kaart moet daarna geparafer en by diensbeëindiging aan die werknemer oorhandig word. As die werknemer ophou werk weens 'n bevalling, moet hierdie feit op die kaart ingeskryf word deur die woorde „weens bevalling” in te skryf op die reël onderkant dié waarop die datum van diensbeëindiging aangeteken word.

(3) *Prosedure wanneer werknemer nie 'n dienskaart indien nie.*—Die werkgever moet onmiddellik by indiensneming 'n aansoek-vorm soos in Aanhangsel B van hierdie Ooreenkoms voorgeskryf, deur die voornemende werknemer laat invul en dit heg aan die weeklikse opgawe van indiensneming soos in subklousule (4) hieronder bedoel, en die werkgever moet ook 'n kopie van die aansoek

time be forwarded by the employer to the Secretary of the Sick Fund referred to in paragraph (b) of sub-clause (4) of clause 26. Where the prospective employee has not previously been employed in the Clothing Industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with sub-clause (7) hereunder, or, if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless during this period, a medical certificate in accordance with sub-clause (7) has been produced.

(4) *Weekly Return of Engagements and Terminations of Service.*—Not later than on Friday of each week the employer shall complete and transmit to the Council in duplicate a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that week; provided that where in any week no staff changes have been effected, a "NIL" return shall be submitted.

(5) *Transfer to be Notified.*—Every employer shall within five days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D of this Agreement. In the event of no transfers having occurred a "NIL" return shall be submitted.

The employer shall likewise record transfers on the respective cards of each employee affected.

(6) *Notice of Termination of an Employee's Services to be given in Writing.*—The employer shall when giving notice of intention to dismiss an employee, give his employee written notice in the form of Annexure E to this Agreement (vide clause 18).

(7) *Compulsory X-ray Examination of New Entrants into the Industry.*—No person who has not previously been employed in the Industry, or having previous experience in terms of this Agreement, has not been employed in the Industry for a period of one year or more since the date such person was last employed in the Industry, shall be employed by an employer after the date of coming into operation of this Agreement unless a medical certificate of fitness for employment has been obtained from the Tuberculosis Clinic of the Cape Town Municipality either immediately prior to engagement or within four (4) weeks from the date of engagement. The medical certificate shall be in the form prescribed in Annexure F of this Agreement and shall be transmitted to the Secretary of the Sick Fund in the event of the employee being engaged by the employer.

(8) *Procedure Where Employee Leaves Employment Due to Confinement and on Re-employment Thereafter.*—Where an employee's services are terminated due to confinement this fact must be recorded on her Blue Service Card as provided for in sub-clause (2) above.

Where an employee's services are not terminated the employer must still record the date of ceasing work due to confinement.

Not later than on the date of such termination or ceasing of work as the case may be, the employer shall provide the employee with a blank "Post Natal Examination Certificate" and neither the same employer nor any new employer shall permit the employee to re-commence employment or to start fresh employment unless the employee produces a properly completed "Post Natal Examination Certificate" of fitness for employment.

Where such certificate shows that the employee requires further treatment the Secretary of the Sick Fund must be notified thereof and the certificate forwarded to him by registered post.

Supplies of the blank "Post Natal Certificates" may be obtained from the Secretary of the Fund.

(9) *Proof of Age to be Produced on Engagement.*—An employer shall require an employee who has not previously been employed in the Industry, to produce documentary proof of age either in the form of a Birth, Baptismal or Vaccination Certificate (or such other documentary proof recognized by the Council) within fourteen days from the date on which he assumed duty and in the event of the employee failing to produce such proof of age, the employer shall apply to the authorities on behalf of his employee for the necessary documentary proof.

In this regard, the employer shall be entitled to deduct an amount of 25 cents from the remuneration of his employee to cover the cost of such application.

On receipt of documentary proof of age, the employer shall submit same to the Secretary of the Council.

17. RECORD CARDS, ACT AND AGREEMENT.

(1) *Record Cards.*—Every employer shall maintain a record card in respect of each of his employees showing the following particulars:—

- (a) Factory number of employee.
- (b) Name.
- (c) Sex.
- (d) Address.
- (e) Age.
- (f) Occupation.
- (g) Starting date.
- (h) Previous experience.
- (i) Number of certificate of service or service card.
- (j) Commencing wage.
- (k) Dates of increments.
- (l) Provident Fund Group.
- (m) Date of entry into Provident Fund.

terselfdertyd aan die Sekretaris van die Siektefonds soos in paragraaf (b) van subklousule (4) van klousule 26 bedoel, stuur. Waar die voornemende werknemer nie voorheen in die Klerasiënwyerheid werksaam was nie, moet die werkgewer of nie die applikant in diens neem nie totdat 'n geneeskundige sertifikaat ooreenkomstig subklousule (7) hieronder ingedien is of, as hy die applikant sonder sodanige sertifikaat in diens neem, nie die dienste van sodanige werknemer vir meer as vier weke behou nie tensy 'n geneeskundige sertifikaat ooreenkomstig subklousule (7) hiervan gedurende hierdie tydperk ingedien word.

(4) *Weeklikse opgawe van indiensnemings en diensbeëindigings.*—Die werkgewer moet elke week voor of op Vrydag 'n register, in duplo en in die vorm soos in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, van alle indiensnemings en diensbeëindigings ten opsigte van daardie week invul en dit aan die Raad stuur; met dien verstande dat waar daar geen personeelveranderinge in 'n week plaasgevind het nie, 'n nul-opgawe ingedien moet word.

(5) *Kennis gee van oorplasings.*—Elke werkgewer moet die Raad binne vyf dae na die end van elke kalendermaand in kennis stel van alle gevalle waar werknemers van die een beroep na 'n ander oorgeplaas is, en die kennisgewings moet wees in die vorm soos voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. In geval daar geen oorplasings was nie, moet 'n nul-opgawe ingedien word.

Die werkgewer moet insgelyks oorplasings aanteken op die onderskeie kaarte van alle werknemers wat daardeur geraak word.

(6) *Skriflik kennis gee van beëindiging van diens van 'n werknemer.*—Die werkgewer moet, wanneer hy kennis gee van sy voorneme om 'n werknemer te ontslaan, sodanige werknemer skriftelik kennis gee in die vorm van Aanhangsel E van hierdie Ooreenkoms (kyk klousule 18).

(7) *Verpligte X-straalondersoeke van nuwe toetreders tot die Nywerheid.*—Niemand wat nie voorheen in die Nywerheid werksaam was nie of wat, hoewel hy vorige ondervinding volgens die bepalings van die Ooreenkoms het, vir 'n tydperk van 7 jaar of meer sedert die datum waarop hy laas in die Nywerheid werksaam was, nie in die Nywerheid gewerk het nie, mag na die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werkgewer in diens geneem word nie tensy 'n mediese sertifikaat van geskiktheid vir diens of onmiddellik voor indiensneming of binne vier (4) weke na die datum van indiensneming van die Tuberkulose-kliniek van die Kaapstadse Munisipaliteit verkry is. Hierdie mediese sertifikaat moet in die vorm wees soos voorgeskryf in Aanhangsel F van hierdie Ooreenkoms en moet aan die Sekretaris van die Siektefonds deurgestuur word ingeval die werknemer deur die werkgewer in diens geneem word.

(8) *Prosedure wanneer werknemer haar diens verlaat weens 'n bevalling en daarna diens hervat.*—Waar 'n werknemer se dienste beëindig is weens 'n bevalling, moet hierdie feit op haar Blou Dienskaart aangeteken word soos in subklousule (2) hierbo bepaal.

Waar 'n werknemer se dienste nie beëindig word nie, moet die werkgewer nogtans die datum aanteken waarop sy, weens haar bevalling, opgehou het om te werk.

Die werkgewer moet voor of op die datum waarop sodanige werknemer se diens beëindig word of die datum waarop sy ophou om te werk, na gelang van die geval, sodanige werknemer voorsien van 'n oningevulde „na-geboorte-ondersoeksertifikaat”, en nog dieselfde werkgewer nog 'n nuwe werkgewer mag die werknemer toelaat om weer te begin werk of om nuwe werk te aanvaar tensy die werknemer 'n behoorlik ingevulde „na-geboorte-ondersoeksertifikaat” van geskiktheid vir diens indien.

Waar sodanige sertifikaat toon dat die werknemer verdere behandeling nodig het, moet die Sekretaris van die Siektefonds daarvan verwittig en die sertifikaat per geregisteerde pos aan hom gestuur word.

Voorrade oningevulde „na-geboorte-sertifikate” kan van die Sekretaris van die Fonds verkry word.

(9) *Bewys van ouderdom by indiensneming inlewer.*—'n Werkgewer moet van 'n werknemer wat nie voorheen in die Nywerheid werksaam was nie, vereis o mdokumentêre bewys van sy ouderdom in die vorm van 'n geboorte-, doop- of inentingsertifikaat of dié ander dokumentêre bewys wat deur die Raad erken word, te lewer binne veertien dae vanaf die datum waarop hy diens aanvaar het, en ingeval die werknemer versuim om sodanige bewys van ouderdom te lewer, moet die werkgewer namens sy werknemer by die owerheid aansoek doen om die nodige dokumentêre bewys.

In hierdie opsig is die werkgewer daarop geregtig om 'n bedrag van 25 sent van die besoldiging van sy werknemer af te trek ten einde die koste van sodanige aansoek te dek.

By ontvangs van dokumentêre bewys van ouderdom, moet die werkgewer dit aan die Sekretaris van die Raad voorlê.

17. REGISTERKAARTE, WET EN OOREENKOMS.

(1) *Registerkaarte.*—Elke werkgewer moet 'n registerkaart wat ondergenoemde besonderhede bevat, ten opsigte van elkeen van sy werknemers byhou:—

- (a) Fabrieksnommer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Beroep.
- (g) Begindatum.
- (h) Vorige ondervinding.
- (i) Nommer van dienssertifikaat of dienskaart.
- (j) Aanvangsloon.
- (k) Verhogingsdatums.
- (l) Voorsorgfondsgroep.
- (m) Datum van toetrede tot Voorsorgfonds.

- (n) Date Council advised of first deduction for Provident Fund.
- (o) Name and address of Provident Fund nominee.
- (p) Date nominee form sent to Council.

(2) *Exhibition of Agreement.*—Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement, in both official languages.

(3) *Administration of Agreement.*—The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provision for the guidance of employers and employees.

(4) *Exhibition of Factory Act and Regulations.*—In accordance with the requirements of the Factories Act, it is essential that every employer affix, and keep affixed in his establishment, a copy of the Act and the regulations made thereunder, in a prominent position well known and easily accessible to employees working in his establishment.

18. TERMINATION OF EMPLOYMENT.

(1) *Period of Notice.*—Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognized by law as sufficient;
 - (b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;
 - (c) the provisions of sub-clause (8) of this clause;
- an employer and his employee shall, in the case of a weekly-paid employee, give not less than one week's notice and in the case of a monthly-paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) *Payment or Forfeiture in Lieu of Notice.*—In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of a weekly-paid employee, one week's pay;
- (b) in the case of a monthly-paid employee, one month's pay;

at the rate of pay which such employee was receiving immediately before the date of such termination.

In the above regard absence from work without prior permission for period of six consecutive calendar days shall constitute a termination of contract of service unless within six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice.

For the purpose of this sub-clause, where an employee attends work on a Friday, the period of absence from work shall commence from the next succeeding Monday, i.e. the intervening Saturday and Sunday shall be ignored in calculating the six consecutive calendar days period of absence.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 15 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an Agreement is entered into in terms of sub-clause (1) of this clause, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice.*—(i) Weekly-Paid Employees: Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay day of the establishment.

(ii) Monthly-paid employees: Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

(6) For the purpose of this clause, a week's notice shall mean a working week of 42½ hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (3).

- (n) Datum waarop Raad geadviseer is van eerste aftrekking vir Voorsorgfonds.
- (o) Naam en adres van benoemde vir Voorsorgfonds.
- (p) Datum waarop benoemde vorm aan die Raad gestuur is.

(2) *Vertoning van Ooreenkoms.*—Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies wat daarkragtig opgestel is, opklap en opgeklap hou in 'n opvallende plek wat gereedlik vir sy werknemers toeganklik is.

(3) *Administrasie van Ooreenkoms.*—Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag menings wat nie met die bepalinge hiervan onbestaanbaar is nie, vir die leiding van die werkgewers en die werknemers uitspreek.

(4) *Vertoning van Fabriekswet en -regulasies.*—Luidens die verciestes van die Fabriekswet, is dit noodsaaklik dat elke werkgever 'n kopie van die Wet en die regulasies wat daarkragtig opgestel is, opklap en opgeklap hou in 'n opvallende plek wat goed bekend is aan en maklik toeganklik is vir die werknemers wat in sy bedryfsinrigting werksaam is.

18. DIENSBEEÏNDIGING.

(1) *Kennisgewingtermyn.*—Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (b) die bepalinge van 'n skriftelike Ooreenkoms tussen die werkgever en sy werknemers waarin daar voorsiening gemaak word vir 'n kennisgewingtermyn wat vir albei partye ewe lank en langer is as een week of een maand, na gelang van die geval;
- (c) die bepalinge van subklousule (8) van hierdie klousule;

moet 'n werkgever of sy werknemer in die geval van 'n weekliks besoldigde werknemer minstens een week vooraf en in die geval van 'n maandeliks werknemer minstens een maand vooraf kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring van betaling in plaas van kennisgewing.*—Ingeval 'n werkgever of 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy onderskeidelik die volgende betaal of verbeur:—

- (a) In die geval van 'n weekliks besoldigde werknemer, een week se loon;
- (b) in die geval van 'n maandeliks besoldigde werknemer, een maand se loon

teen die besoldiging wat sodanige werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

In verband met bostaande bepalinge word afwesigheid van werk, sonder dat goedkeuring vooraf verkry is, vir 'n tydperk van 6 agtereenvolgende kalenderdae geag 'n beëindiging van die dienskontrak te wees tensy die werknemer binne sodanige 6 dae sy werkgever voorsien het van 'n mediese sertifikaat waarin verklaar word dat hy nie daartoe in staat is om sy gewone werk te verrig nie, en in so 'n geval moet die werkgever binne 3 dae na ontvangens van sodanige sertifikaat die werknemer verwittig dat hy die betrekking van sodanige werknemer sal oophou totdat die werknemer in staat is om te werk of moet hy sodanige werknemer skriftelik kennis gee van die beëindiging van sy diens. 'n Werkgever wat versuim om sy werknemer se werk oop te hou of om hom binne sodanige 3 dae kennis te gee, moet die werknemer dan betaal in plaas van kennis te gee.

Vir die toepassing van hierdie subklousule, waar 'n werknemer op 'n Vrydag by die werk aanwesig is, begin die tydperk van afwesigheid van werk op die daaropvolgende Maandag, d.w.s. die Saterdag en Sondag tussenin word buite rekening gelaat by die berekening van die tydperk van afwesigheid van 6 agtereenvolgende kalenderdae.

(3) Indien die geld wat 'n werkgever aan lone verskuldig is aan 'n werknemer minder is as die volle bedrag van die verbeuring soos in subklousule (2) van hierdie klousule bedoel, is die werkgever, ondanks andersluidende bepalinge in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (as daar is) wat sodanige werknemer ten tyde van die beëindiging van sy dienskontrak toekom.

Vir die toepassing van hierdie subklousule word enige betaling wat ingevolge subklousule (1), (2) en (3) van klousule 15 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag 'n voordeel te wees wat hom toekom.

(4) Wanneer 'n ooreenkoms ingevolge subklousule (1) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingtermyn waarvoor daar ooreengekom is.

(5) *Datum van inwerkingtreding van kennisgewing.*—(i) Weekliks besoldigde werknemers: Daar moet nie later nie as die dag waarop die werkweek van die bedryfsinrigting eindig, kennis gegee word, en sodanige kennisgewing loop vanaf sodanige dag afgesien daarvan of sodanige dag die gereelde betaaldag van die bedryfsinrigting is of nie.

(ii) Maandeliks besoldigde werknemers: Daar moet te eniger tyd voor die gewone sluitingstyd van die bedryfsinrigting op die laaste werkdag van die kalendermaand kennis gegee word, en sodanige kennisgewingtermyn loop vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie klousule, beteken 'n week kennisgewing 'n werkweek van 42½ uur, of 'n volle week se loon in plaas daarvan, en dieselfde bepaling is van toepassing op die tydperk van kennisgewing soos voorgeskryf of ooreengekom ooreenkomstig die bepalinge van subklousule (3).

(7) Where short-time is worked in an establishment, notice to terminate employment shall be in terms of (a) and (b) hereof:—

- (a) An employee may terminate his contract of employment, by giving his employer notice equivalent to the number of days being worked in the week preceding the notice week; and
- (b) an employee working short-time, shall give like notice to an employee to terminate his contract of employment.

(8) *Trial Periods.*—(a) Weekly Employees: The provisions of this clause shall not apply in respect of the first week after commencing employment. Such week shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at four hours' notice.

(b) *Monthly Employees.*—The provisions of this clause shall not apply during the first four weeks of employment. Such four weeks shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 24 hours' notice.

19. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason; provided that no exemption shall be granted to permit a female employee being employed between the hours of 6 p.m. to 6 a.m. unless such work is necessitated by an emergency.

(2) The council shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence whether or not the period for which exemption was granted, has expired.

(3) The Secretary to the Council shall issue to every person granted exemption, a licence, signed by him, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary to the Council shall retain a copy of each licence issued and where exemption is granted to an employee, forwarded a copy of the licence to the employer concerned.

(5) Any employee working under an exemption from one or more of the provisions of clause 4 (1), shall be deemed to be a "learner" employee for the purpose of the ratio of employees provided for under clause 8 of this Agreement.

20. SEATING ACCOMMODATION.

Seats with suitable back rests, approved of by the Council, shall be provided for all female employees.

21. TOOLS AND MATERIALS.

The employer shall, free of charge, supply to the employees all tools (other than scissors), materials and requisites for the manufacture of clothing.

22. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 2 cents per week from the earnings of each of his employees, for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 14th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

24. AGENTS.

(1) The Council shall appoint one or more specified persons as its agent or agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the clothing industry is carried on, at any time when he has cause to believe that any person is employed therein;

(7) Waar korttyd in 'n bedryfsinrigting gewerk word, moet kennisgewing van diensbeëindiging geskied ooreenkomstig (a) en (b) hiervan:—

- (a) 'n Werknemer mag sy dienskontrak beëindig deur sy werknemer kennis te gee vir 'n tydperk wat ooreenkom met die getal dae wat daar in die week voor die kennisgewingweek gewerk is; en
- (b) 'n werkgewer wat korttyd laat werk, moet 'n werknemer vir dieselfde tydperk kennis gee van die beëindiging van sy dienskontrak.

(8) *Proeftydperk.*—(a) Weeklikse werknemers: Die bepalinge van hierdie klousule is nie van toepassing nie ten opsigte van die eerste week nadat die werknemer begin werk het. Sodanige week word geag 'n proeftydperk te wees waarin die werkgewer of die werknemer die dienskontrak kan beëindig deur 4 uur vooraf kennis te gee.

(b) *Maandelikse werknemers.*—Die bepalinge van hierdie klousule is nie gedurende die eerste 4 weke diens van toepassing nie. Sodanige 4 weke word geag 'n proeftydperk te wees waarin die dienskontrak deur die werkgewer of die werknemer beëindig kan word deur 24 uur vooraf kennis te gee.

19. VRYSTELLINGS.

(1) Behoudens die bepalinge van subklousule (2) van hierdie klousule mag die Raad vrystelling van enigen van die bepalinge van hierdie Ooreenkoms om 'n afdoende rede aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling waarvolgens 'n vroulike werknemer toegelaat sal word om tussen die ure 6 nm. tot 6 vm. te werk, verleen mag word nie tensy sodanige werk weens 'n noodgeval noodsaaklik is.

(2) Die Raad moet ten opsigte van enigen aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en ook die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit goed vind, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet 'n kopie bewaar van elke sertifikaat wat uitgereik word, en waar vrystelling aan 'n werknemer verleen word, moet hy 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) 'n Werknemer wat werk ooreenkomstig 'n vrystelling van een of meer van die bepalinge van klousule 4 (1), word geag 'n „leerling” te wees vir die doel van die getalsverhouding van werknemers waarvoor daar in klousule 8 van hierdie Ooreenkoms voorsiening gemaak word.

20. SITPLEKKE.

Sitplekke met geskikte ruglenings, deur die Raad goedgekeur, moet aan alle vroulike werknemers verskaf word.

21. GEMEENSAP EN MATERIAAL.

Die werkgewer moet alle gereedskap (uitgesonderd skêre), materiaal en benodighede vir die vervaardiging van klere gratis aan die werknemers verskaf.

22. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te besty, moet elke werkgewer 2 sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskrif word. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en die werkgewer moet die totale bedrag maand na maand, en wel voor of op die 14de dag van elke maand, aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgewer moet 'n opgawe van die getal werknemers wat hy elke week van elke kalendermaand in diens het, aan die Raad stuur op die vorm (wat deur die Raad verskaf word) soos in Aanhangsel G van hierdie Ooreenkoms voorgeskrif.

23. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD.

Elke werkgewer moet aan dié werknemers van hom wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad te verrig.

24. AGENTE.

(1) Die Raad moet een of meer aangewese persone as sy agent of agente aanstel om te help om uitvoering aan die bepalinge van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

- (a) enige perseel of plek waarin die klerasieryerheid beoefen word, te enige tyd te betree, te inspekteer en te ondersoek wanneer hy rede het om te vermoed dat enigen daar werksaam is;

- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;
 - (c) require the production of any notice, book list or other document which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;
 - (d) require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.
- (2) The agent, when entering, inspecting or examining any such place or books aforementioned in this clause, may take with him an interpreter or assistant appointed by the Council.
- (3) Every person upon whom the terms of this Agreement are binding shall afford the agent all the facilities prescribed in this clause.

25. PROHIBITION OF OUTWORK AND DISCLOSURE OF EMPLOYERS' PATTERNS, ETC.

- (1) No employer in the industry shall give out any work to be manufactured except in a factory as defined in terms of the Factories, Machinery and Building Works Act, 1941, and nor shall he require or permit any person to perform any work in the Clothing Industry on his behalf other than either—
- (a) as an employee of that employer, in which event all work to be performed by such employee shall be performed in the establishment of the employer; or
 - (b) as an employee of another employer in the Industry to whom work has been given out in accordance with clause 28 of this Agreement relating to cut, make and trim.
- (2) For the purpose of this clause an "employer in the Industry" shall include a person who is not himself a manufacturer but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the Clothing Industry as defined. For the purpose of this sub-clause "giving out work" shall include the issue of materials for the purpose of having such materials made up into garments or portions of garments.
- (3) No employee in the employ of an employer shall disclose to any other employer or person any cutting patterns or templates used by his employer.
- (4) No employer shall induce any employee of another employer to disclose any cutting patterns or templates used by such employee's employer.

26. SICK BENEFIT FUND.

- (1) The Fund established under Government Notice No. 43 of 9th January, 1948, and known as the "Cape Clothing Industry Sick Benefit Fund", hereinafter referred to as the Fund, is hereby continued.
- (2) The Fund shall be administered according to and in terms of the rules of the said Fund as approved by the Council, by a Management Committee hereinafter referred to as the Committee, appointed by the Council at a duly constituted meeting of the Council and consisting of five each of the employers' and employees' representatives on the Council, with the Chairman and the Vice-Chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in clause 10 (1) of the constitution of the Council as amended. A paid Secretary, who shall also be the Secretary of the Fund shall also be appointed by the Committee.
- (3) One copy of the rules of the said Fund and any amendments thereof shall be kept by the Secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the Secretary of the Council with the Secretary for Labour.
- (4) (a) For the purpose of such Fund, each employer shall each week deduct from the wages of each of his employees, hereinafter referred to as "contributor" for whom minimum wages are prescribed in this Agreement, and who has worked during any week irrespective of the time so worked:—
- (i) in the case of an employee earning a wage of less than R7.20 per week, 6 cents;
 - (ii) in the case of an employee earning a wage of R7.20 per week and more but less than R8.70 per week, 7 cents;
 - (iii) in the case of an employee earning a wage of R8.70 per week and more but less than R13.50 per week, 8 cents;
 - (iv) in the case of an employee earning a wage of R13.50 per week and more but less than R20 per week, 10 cents;
 - (v) in the case of an employee earning a wage of R20 per week and more, 14 cents.

- (b) elke werkgewer of werknemer wat hy in of by die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goedvind, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het, en hierdie persone moet antwoord op die vrae wat genoemde agent aan hulle stel;
 - (c) te vereis dat enige kennisgewing, boek, lys of ander dokument wat gehou, vertoon of gemaak moet word met die doel om die bepalings van hierdie Ooreenkoms na te kom, getoon word, en om sodanige kennisgewing, boek, lys of ander dokument te inspekteer, te ondersoek en 'n afskrif daarvan te maak op 'n manier wat hy in die uitvoering van sy plig nodig ag;
 - (d) te vereis dat alle betaalstate, stukwerkboeke of 'n ander boek of boeke waarin daar boekgehou word van die werklike lone wat betaal word aan 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, getoon word, en om al sodanige betaalstate, stukwerkboeke of ander boek of boeke te inspekteer, te ondersoek en 'n afskrif daarvan te maak.
- (2) Wanneer 'n agent 'n plek of boeke soos in hierdie klousule bedoel, betree, inspekteer of ondersoek, mag hy 'n tolk of 'n assistent wat deur die Raad aangestel is, met hom saam neem.
- (3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat in hierdie klousule voorgeskryf word.

25. VERBOD OP BUITEWERK EN OPENBAARMAKING VAN WERKGEWERS SE PATRONE, ENS.

- (1) Geen werkgewer in die Nywerheid mag werk vir vervaardiging uitbestee nie behalwe in 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en hy mag ook nie van enigeen vereis of hom toelaat om werk in die Klerasiennywerheid namens hom te verrig nie, behalwe—
- (a) as 'n werknemer van daardie werkgewer, en in so 'n geval moet al die werk wat verrig moet word deur so 'n werknemer, verrig word in die bedryfsinrigting van die werkgewer; of
 - (b) as 'n werknemer van 'n ander werkgewer in die Nywerheid aan wie werk ooreenkomstig klousule 28 van hierdie Ooreenkoms uitbestee is in verband met sny-, maak- en regsnywerk.
- (2) Vir die toepassing van hierdie klousule beteken "werkgewer in die Nywerheid" ook 'n persoon wat nie self 'n fabrikant is nie maar wat aan ander werk uitbestee wat, indien dit verrig word op die perseel van die persoon wat die werk uitbestee, werk in die Klerasiennywerheid, soos omskryf, sou uitmaak. Vir die toepassing van hierdie subklousule beteken "werk uitbestee" ook die uitreiking van materiaal met die doel om sodanige materiaal te verwerk in kledingstukke of gedeeltes van kledingstukke.
- (3) Geen werknemer wat in die diens van 'n werkgewer is, mag aan 'n ander werkgewer of persoon enige snypatrone of leipatrone wat deur sy werkgewer gebruik word, openbaar maak nie.
- (4) Geen werkgewer mag 'n werknemer van 'n ander werkgewer oorhaal om snypatrone of leipatrone wat deur die werkgewer van sodanige werknemer gebruik word, openbaar te maak nie.

26. SIEKTEBYSTANDSFONDS.

- (1) Die fonds wat by Goewermentskennisgewing No. 43 van 9 Januarie 1948 gestig is en bekend staan as die "Siektebystandsfonds van die Kaapse Klerasiennywerheid", hieronder die "Fonds" genoem, word hierby voortgesit.
- (2) Die Fonds moet ooreenkomstig en ingevolge die reëls van genoemde Fonds soos deur die Raad goedgekeur, geadmineistreer word deur 'n Bestuurskomitee (hieronder die "Komitee" genoem) wat deur die Raad aangestel is op 'n behoorlik gekonstitueerde vergadering van die Raad en wat bestaan uit vyf verteenwoordigers van die werkgewers en vyf verteenwoordigers van die werknemers in die Raad, met die Voorzitter en die Ondervoorzitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel is, moet daar 'n sekondus aangestel word op die manier soos voorgeskryf in klousule 10 (1) van die konstitusie van die Raad, soos gewysig. 'n Besoldigde sekretaris, wat ook die Sekretaris van die Fonds moet wees, moet ook deur die Komitee aangestel word.
- (3) Een kopie van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word, en een kopie van genoemde reëls en alle wysigings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.
- (4) (a) Vir die doel van sodanige Fonds moet elke werkgewer elke week van die loon van elkeen van sy werknemers, hieronder 'n "bydraer" genoem, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende enige week gewerk het, afgesien van die tyd aldus gewerk, die volgende aftrek:—
- (i) In die geval van 'n werknemer wat 'n loon van minder as R7.20 per week verdien, 6 sent;
 - (ii) in die geval van 'n werknemer wat 'n loon van R7.20 per week en meer maar minder as R8.70 per week verdien, 7 sent;
 - (iii) in die geval van 'n werknemer wat 'n loon van R8.70 per week en meer maar minder as R13.50 per week verdien, 8 sent;
 - (iv) in die geval van 'n werknemer wat 'n loon van R13.50 per week en meer maar minder as R20 per week verdien, 10 sent;
 - (v) in die geval van 'n werknemer wat 'n loon van R20 per week en meer verdien, 14 sent.

(b) To the amount so deducted in each case the employer shall add a like amount and forward month by month, but not later than the fourteenth day of each month, the total amount to the Secretary of the Fund at such address as the Management Committee of the Fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ shall in the case of the first payment by new employees be accompanied by a special form provided free by the Fund reflecting—

- (i) the full name of the employer;
- (ii) the full name of each contributor from whose wages deductions have been made;
- (iii) the works number and the Fund number [provided for in sub-clause (d) of this clause] of each such contributor;
- (iv) the occupation of each such contributor;
- (v) the number of hours worked by each such contributor each week;
- (vi) the total wages paid to each contributor each week.

In all other cases the sum need be accompanied only by a summary showing the full name of the employer, the total number of contributions under each group and the period concerned, and the amount due.

(d) (i) Upon receipt of the first 24 payments to the Fund in respect of each contributor, the Secretary of the Fund shall allocate a Fund number to each contributor and prepare a contribution book reflecting on the cover thereof—

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) the works number of the contributor;
- (d) the Fund number of the contributor.

The Secretary shall thereafter either notify the contributor to call and the book shall be handed to the contributor after the contributor has signed the book in the presence of an official of the Fund or transmit the book to the employer for handing to the contributor and in which event it shall be the duty of such employer to ensure that the contributor signs the book immediately on receipt thereof and furnishes a receipt therefor which the employer shall, thereafter, transmit to the Secretary of the Fund within seven days.

(e) All the moneys received by the Fund shall be deposited to a banking account for the Fund which shall be opened by the Industrial Council for the Clothing Industry (Cape), in the name of the "Cape Clothing Industry Sick Fund"; provided that the Management Committee may from time to time authorize investment of funds in terms of section twenty-one (3) of the Act.

(f) The Committee shall appoint an auditor for the Fund, who shall be a registered chartered accountant and determine his remuneration, which shall be paid out of the Fund. The accounts of the Fund shall be audited for the periods ending 30th June and 31st December of each year, and the auditor's report shall be made available not later than the 30th September and the 31st March respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the Fund shall cease whenever the amount to the credit of the Fund falls below R100.

(h) The employer shall each month notify the Fund of all contributors who have been absent without pay for four or more consecutively pay weeks.

(5) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the Fund; provided that applications for benefits shall comply with the rules—

- (i) in the case of an employee earning less than a wage of R7.20 per week, R2.50 per week;
- (ii) in the case of an employee earning a wage of R7.20 per week and more but less than a wage of R8.70 per week, R4 per week;
- (iii) in the case of an employee earning a wage of R8.70 per week and more but less than R13.50 per week, R5 per week;
- (iv) in the case of an employee earning a wage of R13.50 per week and more but less than R20 per week, R8 per week;
- (v) in the case of an employee earning a wage of R20 per week and more, R11.50 per week.

Provided that these benefits shall be paid for a period not exceeding six weeks at the above rates, and thereafter for a period not exceeding three weeks at half the above rates.

For the purpose of payment of such benefits, "sickness" shall mean any illness, affliction or disease which is (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, or the Motor Vehicle Insurance Act, 1942; provided that—

- (i) no benefits will be paid in respect of any absence of two days or less, but that if such absence continue for more than two consecutive days, benefits will be paid for the full period of such absence upon production of a medical certificate;
- (ii) each applicant for benefits shall have contributed to the Fund for a period of not less than twenty-four weeks;

(b) By die bedrag aldus in elke geval afgetrek, moet die werk-gewer 'n bedrag voeg wat daaraan gelyk is, en die werk-gewer moet die totale bedrag maand na maand, en wel voor of op die 14de dag van elke maand, aan die Sekretaris van die Fonds stuur by die dres wat die Bestuurskomitee van die Fonds van tyd tot tyd mag bepaal.

(c) Die totale bedrag wat maandeliks deur die werk-gewer aangestuur word en wat sy betalings en die aftrekkings van die lone van bydraers in sy diens verteenwoordig, moet in die geval van eerste betalings deur nuwe werknemers vergesel gaan van 'n spesiale vorm wat gratis deur die Fonds verskaf word en die volgende bevat:—

- (i) Die volle naam van die werk-gewer;
- (ii) die volle naam van elke bydraer van wie se lone bedrae afgetrek is;
- (iii) die werknommer en die Fondsnommer (wat in subklousule (d) van hierdie klousule toegewys word) van elke bydraer;
- (iv) die beroep van elke sodanige bydraer;
- (v) die getal ure wat elke sodanige bydraer elke week gewerk het;
- (vi) die totale loon wat elke week aan elke bydraer betaal is.

In alle ander gevalle hoef die bedrag vergesel te gaan van slegs 'n opsomming wat die volle naam van die werk-gewer, die totale getal bydraers onder elke groep, die betrokke tydperk en die verskuldigde bedrag meld.

(d) (i) By ontvangs van die eerste 24 betalings aan die Fonds ten opsigte van elke bydraer, moet die Sekretaris van die Fonds 'n Fondsnommer aan elke bydraer toeken en 'n bydraeboek opstel wat die volgende inligting op die omslag verstrek:

- (a) Die volle naam van die werk-gewer;
- (b) die volle naam van die bydraer;
- (c) die werknommer van die bydraer;
- (d) die Fondsnommer van die bydraer.

Die Sekretaris moet daarna of die bydraer in kennis stel om die boek te gaan afhaal—en die boek moet dan, nadat dit in die teenwoordigheid van 'n beampte van die Fonds onderteken is, aan die bydraer oorhandig word—of die boek aan die werk-gewer stuur vir oorhandiging aan die bydraer, en in so 'n geval is dit die plig van sodanige werk-gewer om te verseker dat die bydraer die boek onmiddellik by ontvangs daarvan onderteken en 'n ontvangsbewys daarvoor gee wat die werk-gewer binne sewe dae daarna aan die Sekretaris van die Fonds moet stuur.

(e) Al die gelde wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening vir die Fonds wat deur die Nywerheidsraad vir die Klerasienywerheid (Kaap) geopen moet word in die naam van die "Cape Clothing Industry Sick Fund"; met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging mag verleen dat fondse ingevolge artikel 21 (3) van die Wet beïsw word.

(f) Die Komitee moet 'n outiteur vir die Fonds aanstel wat 'n geregistreerde geoktrooieerde rekenmeester moet wees, en die Komitee moet sy besoldiging bepaal, wat uit die Fonds betaal moet word. Die rekenings van die Fonds moet geoutiteer word vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, en die outiteursverslag moet onderskeidelik voor of op 30 September en 31 Maart beskikbaar gestel word. 'n Kopie van die rekeningstaat, tesame met die outiteursverslag, moet aan die Sekretaris van Arbeid deurgestuur word en 'n kopie daarvan moet ook in die kantoor van die Raad ter insae lê.

(g) Uitbetalings uit die Fonds word gestaak wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R100.00.

(h) Die werk-gewer moet die Raad elke maand in kennis stel van alle bydraers wat sonder betaling vir 4 of meer agtereenvolgende betaalweke afwesig was.

(5) Gedurende tydperke waarin bydraers weens siekte van hul werk afwesig is, moet ondergenoemde voordele aan bydraers van die Fonds betaal word; met dien verstande dat aansoek om voordele aan die reëls moet voldoen:—

- (i) In die geval van 'n werknemer wat 'n loon van minder as R7.20 per week verdien, R2.50 per week;
- (ii) in die geval van 'n werknemer wat 'n loon van R7.20 per week en meer maar minder as R8.70 per week verdien, R4.00 per week;
- (iii) in die geval van 'n werknemer wat 'n loon van R8.70 per week en meer maar minder as R13.50 per week verdien, R5.00 per week;
- (iv) in die geval van 'n werknemer wat 'n loon van R13.50 per week en meer maar minder as R20.00 per week verdien, R8.00 per week;
- (v) in die geval van 'n werknemer wat 'n loon van R20.00 per week en meer verdien, R11.50 per week;

met dien verstande dat hierdie voordele vir 'n tydperk van hoogstens 6 weke teen bogenoemde skale en daarna vir 'n tydperk van hoogstens drie weke teen die helfte van bogenoemde skale betaal moet word.

Vir die doel van die betaling van sodanige voordele, beteken "siekte" enige ongesteldheid, kwaal of siekte wat (i) nie aan wangedrag of die buitensporige gebruik van sterk drank of verdowingsmiddels te wyte is nie en (ii) nie 'n ongeval, siekte of ongesteldheid is ten opsigte waarvan daar vergoeding ingevolge die Ongevalwet, 1941, of die Motorvoertuigassuransiewet, 1942, betaalbaar is nie; met dien verstande dat—

- (i) geen voordele ten opsigte van afwesigheid vir twee dae of minder betaal word nie, maar dat, as sodanige afwesigheid voortduur vir meer as 2 agtereenvolgende dae, voordele vir die volle tydperk van sodanige afwesigheid betaal moet word by die voorlegging van 'n mediese sertifikaat;

- (iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from the 1st January, be paid benefits for a longer period than that prescribed in this sub-clause (i.e. six weeks at the full prescribed rate and three weeks at half the prescribed rate);
- (iv) if a contributor leaves his employment in the Industry for the purpose of taking employment outside the Industry, he shall forfeit all claim to the Fund. Should such contributor re-enter the Industry he must again contribute to the Fund for a period of twenty-four weeks before any benefits can be claimed;
- (v) pregnancy is not an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund;
- (vi) no claim for Sick Pay shall be recognized after the expiry of six (6) calendar months calculated from the date of fitness for work indicated on the medical certificate. In cases of permanent unfitness, the period of six (6) months shall be calculated from the last day in respect of which Sick Pay is due.

(6) The cost of medical attention or pharmaceutical supplies rendered or dispensed by Medical Officers appointed by the Management Committee shall be paid by the Committee, which shall also pay the cost of operating the Assisted Optical Scheme referred to in subsection (9).

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in proviso (iii) to sub-clause (5) of this clause and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(7) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created.

Provided that the Fund shall be liquidated by a person appointed by the Council unless an Agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within six months of the date of expiry of this Agreement.

(8) *Gynaecological Clinics.*—Reasonable facilities shall be afforded to female employees to attend the Sick Fund Clinic and upon production of a certificate from the Sick Fund Sister that an appointment has been made, the employer shall pay for time lost by the employee in attending the clinic up to a maximum of two hours in any week.

(9) *Optical Clinic.*—The Fund shall provide and equip an optical clinic where employees may be tested by means of an orthorator or similar machine. Where such test shows that further attention is needed, the Fund shall, in consultation with the employer, arrange an appointment with an Ophthalmologist and the employee shall be notified of such appointment. The employer shall pay for the time lost by the employee in attending the clinic and for the purpose of keeping the appointment with the Ophthalmologist, up to a maximum of two hours in any week. Before an appointment is made with such specialist on behalf of an employee, the employee shall lodge with the Sick Fund such amount, not exceeding R5 as may from time to time be determined by the Management Committee as being the employee's contribution towards the cost of spectacles. Such contribution shall be in respect of standard type frames, as approved by the Management Committee. Where a more expensive frame is desired, the additional costs involved shall be borne by the employee.

(10) In the event of dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is binding; in terms of section thirty-four (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose; provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of this Agreement in the manner set forth in sub-clause 11 of this Clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in clause 34 (4) of the Act as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of sub-clause (7) of clause 26 of this Agreement, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the funds of the Council.

- (ii) elkeen wat aansoek doen om voordele, vir 'n tydperk van minstens 24 weke tot die Fonds moes bygedra het;
- (iii) voordele nie opgehoop mag word nie en dat daar aan geen bydraer in enige tydkring van 1 kalenderjaar, gereken vanaf 1 Januarie, voordele vir 'n langer tydperk as dié voorgeskryf in hierdie subklousule (d.w.s. 6 weke teen die volle voorgeskrewe tarief en 3 weke teen die helfte van die voorgeskrewe tarief) betaal mag word nie;
- (iv) indien 'n bydraer sy werk in die Nywerheid verlaat met die doel om werk buite die Nywerheid te aanvaar, hy alle eise teen die Fonds verbeur. Indien sodanige bydraer weer tot die Nywerheid toetree, moet hy weer vir 'n tydperk van 24 weke tot die Fonds bydra voordat voordele geëis kan word.
- (v) swangerskap nie 'n „siekte” vir die doel van voordeelbetaling is nie en dat slegs een besoek aan die dokter op koste van die Fonds toegelaat word;
- (vi) geen eis vir siektebesoldiging na verloop van ses (6) kalendermaande, gereken vanaf die datum van geskiktheid vir werk soos op die mediese sertifikaat gemeld, in aanmerking geneem mag word nie. In gevalle van permanente ongeskiktheid, word die tydperk van ses (6) maande gereken vanaf die laaste dag ten opsigte waarvan siektebesoldiging verskuldig is.

(6) Die koste van mediese behandeling of aptekersgoedere wat gelewer of verskaf is deur geneeskundige beamptes wat deur die Bestuurskomitee aangestel is, moet deur die Komitee betaal word, en die Komitee moet ook die koste betaal wat verbonde is aan die bestuur van die Oogkliniek soos in subklousule (9) bedoel.

Sodanige koste is betaalbaar ten opsigte van 'n tydperk van hoogstens drie weke in 'n tydkring van 1 jaar gereken op die manier soos voorgeskryf in voorbehoudsbepaling (iii) van subklousule (5) van hierdie klousule, en is onderworpe aan dié verdere voorwaardes waarvoor die Bestuurskomitee van tyd tot tyd mag besluit.

(7) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat dit gelikwyder of deur die Raad oorgedra word na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is; met dien verstande dat die Fonds gelikwyder moet word deur iemand wat die Raad aanstel, tensy 'n ooreenkoms wat vir die voortsetting van die Fonds of vir die oordrag van sy gelde soos voornoem, voorsiening maak, binne ses maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(8) *Ginekologiese klinieke.*—Daar moet aan vroulike werknemers redelike fasiliteite gegee word om die Kliniek van die Siektefonds te besoek, en wanneer daar 'n sertifikaat van die suster van die Siektefonds getoon word waarin verklaar word dat 'n afspraak gereël is, moet die werkgewer vir tyd wat die werknemer verloor deur die kliniek te besoek, betaal en wel vir 'n tydperk van hoogstens 2 uur in 'n week.

(9) *Oogkliniek.*—Die Fonds moet 'n oogkliniek verskaf en uitrus waar die werknemers deur middel van 'n ortoteller of soortgelyke masjien getoets kan word. Waar sodanige toets toon dat verdere behandeling nodig is, moet die Fonds, in oorleg met die werkgewer, 'n afspraak met 'n oogarts reël en die werknemer van sodanige afspraak in kennis stel. Die werkgewer moet betaal vir tyd wat die werknemer verloor deur die kliniek te besoek en deur die afspraak met die oogarts na te kom, en wel vir 'n tydperk van hoogstens 2 uur in 'n week. Voordat 'n afspraak namens 'n werknemer met sodanige spesialis gereël word, moet die werknemer dié bedrag (hoogstens R5) wat die Bestuurskomitee van tyd tot tyd mag bepaal as die werknemer se bydrae tot die koste van 'n bril, by die Siektefonds deponeer. Sodanige bydraes is ten opsigte van rame van die standaardtype soos deur die Bestuurskomitee goedgekeur. Waar 'n dunder raam verlang word, moet die addisionele koste daarby betrokke, deur die werknemer gedra word.

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan vir hierdie doel te wees; met dien verstande dat 'n vakature in die Komitee deur die Registrateur gevul mag word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers en hul sekondusse in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te oefen, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdhede van die Komitee. Ingeval daar geen Raad bestaan nie moet die Fonds by die verstryking van hierdie Ooreenkoms gelikwyder word op die manier soos voorgeskryf in subklousule (11) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwyder en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van klousule 34 (4) van die Wet verdeel word asof dit deel van algemene fondse van die Raad uitgemaak het.

(11) By die likwidasie van die Fonds ooreenkomstig subklousule (7) van klousule 26 van hierdie Ooreenkoms, moet gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, betaal is, in die fondse van die Raad gestort word.

(12) The provisions of this clause shall not apply (a) to employees in receipt of R1,920 per annum or more (b) to monthly-paid clerical employees, but such excluded employees shall be entitled to paid sick leave of not less than two weeks (10 working days) upon production of a medical certificate, in any one year of employment calculated from the date of engagement or date of coming into operation of this Agreement, whichever is the later.

27. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the Trade Union, and shall forward the amount or amounts so deducted to the Secretary of the Trade Union not later than the fourteenth of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM.

The rates at which, the basis of, or the principles upon which, payment shall be made for work given out on contract.

(1) Where any material is given out to be made up into garments by any person operating in the area covered by the Main Agreement, then the minimum rates and conditions prescribed in this clause shall be binding upon the principal or contractor.

(2) For the purpose of this clause—

(a) "principal" or "contractor" shall mean any person, firm, company or association of individuals who gives out work on contract in the Clothing Industry as defined in the Main Agreement whether or not such person, firm, company or associate of individuals is an employer; the short term "principal" in the following sub-clause shall be deemed to imply "principal" or "contractor";

(b) "maker-up" shall mean any person, firm, company or association of individuals who undertakes to make up into garments, material issued to him or them, by a principal or contractor as defined in this clause.

(3) Payment for the making up of material into garments at the minimum rates prescribed shall be due and shall be made upon the completion of each order.

(4) The term "making-up" shall, for the purposes of this Agreement, include "cutting, making and the supply of trimmings", "cutting and making up only", "making, and supply of trimmings only".

(5) Rates herein prescribed are for material given out on contract to be made up into stock sizes of garments by any person operating in the area covered by the Main Agreement.

(6) The operation of this clause shall not apply to the making up of garments under contract for any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities.

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section 57 of the Act and in regulation 7 under the Act.

(8) The minimum rates which shall be paid for making up by the principal to the maker-up without statement whatsoever shall be as shown in Annexure I to the Agreement published under Government Notice No. 429 of the 9th March, 1956.

29. REGISTRATION OF EMPLOYEES.

(1) Every employer on whom this Agreement is binding shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council, the particulars set out in Annexure H to this Agreement.

(2) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company in the name of its Secretary or among its Directors or Managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

Signed at Cape Town on behalf of the parties on this 1st day of February, 1967.

B. ROY,
Chairman of the Council.

J. KERAAN,
Vice-Chairman of the Council.

G. J. NEL,
Secretary of the Council.

(12) Die bepalinge van hierdie klousule is nie van toepassing nie op (a) werknemers wat R1,920.00 per jaar of meer ontvang en (b) op maandeliks besoldigde klerke, maar sodanige uitgeslote werknemers is by voorlegging van 'n doktersertifikaat in enige jaar diens gereken vanaf die datum van indiensneming of die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum, geregtig op siekteverlof met betaling vir minstens twee weke (10 werkdag).

27. BYDRAES TOT VAKVERENIGING.

'n Werkgewer moet op die skriftelike versoek van sy werknemer enige bedrag of bedrae soos in genoemde skriftelike versoek gemeld, weekliks van die werknemer se besoldiging aftrek as bydraes tot die fondse van die Vakvereniging en moet sodanige bedrag of bedrae wat aldus afgetrek is, aan die Sekretaris van genoemde Vakvereniging stuur voor of op die 14de dag van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is.

28. SNY, MAAK EN AFWERK.

Die grondslag waarop of die beginsels waarvolgens betaling moet geskied vir werk wat op kontrak uitbestee word.

(1) Waar materiaal aan iemand gegee word om dit tot kledingstukke te verwerk in 'n gebied waarop die Hoof-ooreenkoms van toepassing is, is die minimum lone en voorwaardes wat in hierdie klousule voorgeskryf word, op die lasgewer of kontrakteur van toepassing.

(2) Vir die toepassing van hierdie klousule beteken—

(a) „lasgewer” of „kontrakteur” 'n persoon, firma, maatskappy of vereniging van individue wat werk in die Klerasienywerheid soos in die Hoof-ooreenkoms omskryf, op kontrak uitbestee, afgesien daarvan of sodanige persoon, firma, maatskappy of vereniging van individue 'n werk-gewer is of nie; die kort benaming „lasgewer” in die eersvolgende subklousule word geag „lasgewer” of „kontrakteur” in te sluit;

(b) „opmaker” enige persoon, firma, maatskappy of vereniging van individue wat materiaal wat aan hom of hulle deur 'n lasgewer of kontrakteur soos in hierdie klousule omskryf, uitgereik word, in kledingstukke verwerk.

(3) Betaling vir die verwerking van materiaal tot kledingstukke teen die minimum tarief soos hierin voorgeskryf, is verskuldig en moet geskied by voltooiing van elke bestelling.

(4) Die uitdrukking „verwerking” word vir die toepassing van hierdie Ooreenkoms geag „snywerk, maakwerk en die verskaffing van versiersels”, „slegs sny en maakwerk”, „slegs snywerk en die verskaffing van versiersels” in te sluit.

(5) Die tariewe wat hierin voorgeskryf word, is vir materiaal wat uitgereik word vir verwerking, op kontrak, tot kledingstukke wat standaardgroottes deur enigeen wat werksaam is in die gebied wat deur die Hoof-ooreenkoms gedek word.

(6) Hierdie klousule is nie van toepassing nie op die verwerking van kledingstukke, volgens kontrak, vir 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike besture.

(7) Elke lasgewer of kontrakteur en enigeen aan wie werk op kontrak uitbestee word, moet die registers hou soos voorgeskryf in artikel 57 van die Wet en in regulasie 7 wat kragtens die Wet uitgevaardig is.

(8) Die minimum tariewe wat deur die lasgewer aan die afmerker betaal moet word vir die verwerking van materiaal, is dié gemeld in Aanhangel I van die Ooreenkoms wat by Goewermentskennigsewing No. 429 van 9 Maart 1956 gepubliseer is, en geen aftrekkings word toegelaat nie.

29. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet binne een maand na die datum waarop hierdie Ooreenkoms vir hom bindend word, die Sekretaris van die Raad voorsien van die besonderhede gemeld in Aanhangel H van hierdie Ooreenkoms.

(2) Elke werkgewer moet, in geval van enige verandering in die naam waaronder of die adres of adresse waarby die saak gedryf word of in die naam van die vennote of, as die werkgewer 'n maatskappy is, in die naam van sy sekretaris of sy direkteur of bestuurders of, in geval van die sekwestrasie van die werkgewer se boedel of, as die werkgewer 'n maatskappy is, van die likwidateur van die maatskappy of, as die sakeonderneming oorgedra of laat vaar word of as 'n ander sakeonderneming aangeskaf of begin word wat aan hierdie Ooreenkoms onderworpe is, die Sekretaris van die Raad binne veertien dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, opgewing, verkryging of begin in kennis stel deur middel van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, opgewing, verkryging of begin, na gelang van die geval, verstrek moet word.

Namens die partye te Kaapstad onderteken op hede die 1ste dag van Februarie 1967.

B. ROY,
Voorsitter van die Raad.

J. KERAAN,
Ondervoorsitter van die Raad.

G. J. NEL,
Sekretaris van die Raad.

ANNEXURE A.

RECORD OF EXPERIENCE.

Factory No. (i) As at No.

This is to certify that according to the records of the Council

Identity Card No. of has had the following experience for incremental purposes:

Occupations:

- (i) Clerical within Industry outside Industry..... y. m. d. Provident Fund Particulars.
 (ii) common to Cloth. and Knit. Sections..... y. m. d.
 (iii) exclusive to Clothing Section..... y. m. d.
 (iv) exclusive to Knitting Section..... y. m. d.
 (v) exclusive to Ladies' Hosiery Section..... y. m. d.
 (vi) other..... y. m. d. Nominee

and may be employed at a wage of if employed as a in the Section. Counter-signature of Employee accepting the above Form No.

Date.

Date For Secretary.

(ii) Subsequent Experience.

Factory.	Date of Engagement or Transfer.	Wage.	Occupation.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Initials of Employer.
							Years.	Months.	Days.	

Note.—On engagement this card must be handed to the employer who must fill in the first four columns and retain the card. On date of leaving, the employer must fill in the last five columns and return the card to the employee.

AANHANGSEL A.

OPGAWE VAN ONDERVINDING.

Fabrieksno. (i) Soos op No.

Hierby word gesertifiseer dat volgens die registers van die Raad,

Persoonskaart No. van ondergemelde ondervinding vir verhogingsdoeleindes gehad het:

Beroepe:

- (i) klerklik binne Nywerheid buite Nywerheid..... j. m. d.
 (ii) gemeen met klerasie- en breiafdelings..... j. m. d.
 (iii) uitsluitlik klerasie-afdeling..... j. m. d.
 (iv) uitsluitlik brei-afdeling..... j. m. d.
 (v) uitsluitlik dameskous-afdeling..... j. m. d.
 (vi) ander..... j. m. d.

Voorsorgfondsbesonderhede.

en kan in diens geneem word teen 'n loon van indien as 'n in die -afdeling in diens geneem. Mede-ondertekening van werknemer wat bostaande aanvaar.

Benoemde

Vorm No.

Datum Datum

Vir Sekretaris.

(ii) Latere ondervinding

Fabriek.	Datum van indiens-neming of	Loon.	Beroep.	Datum van vertrek.	Loon.	Beroep.	Duur van diens.			Paraaf van werkgever.
							Jaar.	maande.	dae.	

Opmerking.—By diensaanvaarding moet hierdie kaart aan die werkgever oorhandig word wat die eerste 4 kolomme moet invul en die kaart moet bewaar. By vertrek moet die werkgever die oorblywende 5 kolomme invul en die kaart aan die werknemer teruggee.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

To: The Secretary,
P.O. Box 1536, Cape Town.

NOTE: This form must be completed by all new entrants to the industry and by all other persons who are unable to produce a certified Service Record Card from the Council.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Surname of Applicant _____
First Names (in full) _____
Formerly known as _____
Residential Address _____
Population Identity Card No. _____
Present Employer _____

DECLARATION.

I, the undersigned _____ hereby declare that I am a _____
(race) and was born on _____ as per Birth/Baptismal Certificate attached.

I, further declare that the following is my total experience for the purpose of the Clothing Industry (Cape) including the Knitting and Hosiery Sections:—

(i) Experience in the Clothing Industry (whether gained in Council area of jurisdiction or not):

Name of Factory.	Occupation.	Period.		Total.
		From.	To.	

(ii) Experience gained outside the Clothing Industry: In the following capacities:

- (a) _____ years _____ months _____ days as a retail or private tailor.
(b) _____ years _____ months _____ days as a retail or private dressmaker.
(c) _____ years _____ months _____ days as an Ironer and/or Folder in the Laundry Trade.
(d) _____ years _____ months _____ days as a Clerk.

(Documentary proof of experience gained outside the Clothing Industry to be attached).

This statement is, to the best of my knowledge, true and correct and I know and understand that any incorrect declaration constitutes an offence.

Witness. _____ Date. _____ Signature of Applicant. _____
(For use of Council Office only.)
Total Assessment of Experience _____ years _____ months _____ days.
Checked by _____ Date _____
No. of Service Record Card issued _____

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Aan: Die Sekretaris,
Posbus 1536, Kaapstad.

E.W.: Hierdie vorm moet ingevul word deur alle nuwelinge in die Nywerheid en deur alle ander persone wat nie in staat is om 'n gesertifiseerde diensverslagkaart van die Raad voor te lê nie.

AANSOEK OM WERKNEMER SE DIENSVERSLAGKAART.

Familiennaam van applikant _____
Voorname (voluit) _____
Voorheen bekend as _____
Woonadres _____
Persoonskaart No. _____
Huidige werkgever _____

VERKLARING.

Ek, die ondergetekende, _____, verklaar hierby dat ek 'n (ras) _____
is en gebore is op _____ soos gestaaf per aangehegte geboorte-/doopsertifikaat.

Verder verklaar ek dat onderstaande my totale ondervinding vir doeleindes van die Klerasienywerheid (Kaap) is, insluitende die Brei-en Kousafdeling:—

(i) Ondervinding in die Klerasienywerheid (hetsy in die Raad se regsgebied opgedoen of nie):

Naam van fabriek.	Beroep.	Tydperk.		Totaal.
		Van.	Tot.	

(ii) Ondervinding buite die Klerasienywerheid opgedoen: in die volgende hoedanighede;

- (a) _____ jare _____ maande _____ dae as 'n kleinhandel- of private kleremaker;
 (b) _____ jare _____ maande _____ dae as 'n kleinhandel- of private kleremaakster;
 (c) _____ jare _____ maande _____ dae as 'n stryker en/of opvouer in die Wasserybedryf;
 (d) _____ jare _____ maande _____ dae as 'n klerk.

(Dokumentêre bewys van ondervinding buite die Klerasienywerheid opgedoen, moet aangeheg word.)

Tot die beste van my wete is bostaande verklaring waar en reg en erken ek dat ek weet en verstaan dat enige onjuiste verklaring 'n misryf is.

Getuie. _____ Datum. _____ Handtekening van applikant. _____

(Slegs vir Raadskantoorgebruik).

Berekening van totale ondervinding _____ jare _____ maande _____ dae.

Nagegaan deur _____

No. van diensverslagkaart uitgereik _____ Datum: _____

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

WEEKLY RETURNS OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended _____

The Secretary,
 Industrial Council for the Clothing Industry (Cape),
 P.O. Box 1536,
 CAPE TOWN.

Employer _____
 Address _____

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Engaged.	Trade or Occupation.	Wages.	Record Service Card No. ‡	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

PART II.—TERMINATION OF SERVICE.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Terminated.	Trade or Occupation.	Wages.	Record Service Card No. ‡	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

(This return is required in DUPLICATE).

* E = European. † M = Male. ‡ A = Adult. C = Coloured. F = Female. J = Juvenile. A = Asiatic. N = Native.

If employee is not able to produce a Blue Record Card issued by the Council, an Application Form for issue thereof should be attached.

If no engagements or terminations during week a "NIL" return must be submitted.

I hereby certify that the above persons have been engaged and/or discharged as from the dates specified.

Signature of Employer or Authorized Agent. _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

WEEKLIKSE OPGAAF FAN INDIENSNAME EN DIENSBEËINDIGINGS.

Week geëindig _____

Die Sekretaris,
 Nywerheidsraad vir die Klerasienywerheid (Kaap),
 Posbus 1536,
 KAAPSTAD.

Werkgewer _____
 Adres _____

DEEL I.—INDIENSNAME.

Van (Nooiens- van moet in hakies gemeld word).	Voorname (volle).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum in diens geneem.	Ambag of beroep.	Loon.	Diens- rekord- kaart- nommer. ‡	Naam van vorige werkgewer (indien daar is).	Siekte- fonds- nommer (indien daar is).	Opmerk- ings.

DEEL II.—DIENSBEËINDIGINGS.

Van (Nooiens- van moet in hakies gemeld word).	Voorname (volle).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum waar op diens beëindig is.	Ambag of beroep.	Loon.	Diens- rekord- kaart- nommer. ‡	Naam van vorige werkgewer (indien daar is).	Siekte- fonds- nommer (indien daar is).	Opmerk- ings.

(Hierdie opgawe is in duplikaat benodigd.)

* B = Blanke. † M = Manlik. ‡ V = Volwassene. K = Kleurling. V = Vroulik. J = Jeugdige. A = Asiaat. B = Bantoe.

Indien 'n werknemer nie in staat is om 'n Blou Diensrekordkaart voor te lê nie wat deur die Raad uitgereik is, moet 'n vorm vir aansoek om uitreiking daarvan aangeheg word.

Indien daar gedurende die week geen indiensnames of diensbeëindigings was nie, moet 'n „NUL“-opgawe ingedien word.

Ek sertifiseer hierby dat bogenoemde persone in diens geneem is en/of ontslaan is met ingang van die gespesifiseerde datums.

Handtekening van Werkgewer of Gemagtigde agent.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

Name of Factory _____

The Secretary,
Industrial Council for the Clothing Industry (Cape),
P.O. Box 1536,
CAPE TOWN.

MONTHLY RETURNS OF TRANSFERS IN OCCUPATION.

The following are particulars of employees who have been transferred in occupation during the month of _____ 19____.

Service Record Card No.	Surname (in Block Letters).	Christian Names (first in full).	Sex.	Maiden Names.	Old Occupation.	Wage.	Date of Transfer.	New Occupation.	Wage.	Remarks.

Date _____ 19____

Signature of firm.

AANHANGSEL D.

NYWERHEISRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Naam van Fabriek _____

Die Sekretaris,
Nywerheisraad vir die Klerasienywerheid (Kaap).
Posbus 1536,
KAAPSTAD.

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP.

Hieronder volg besonderhede van werknemers wat gedurende die maand _____ 19____ van die een beroep na 'n ander oorgeplaas is.

Diensver- slagkaart No.	Familie- naam (in blokletters).	Voorname (eerste naam voluit).	Geslag.	Nooiensvan.	Ou beroep.	Loon.	Datum van oorplasing.	Nuwe beroep.	Loon.	Opmerkings.

Datum _____ 19____

Handtekening van firma.

ANNEXURE E.

NOTICE TO TERMINATE EMPLOYMENT.

Employer's Name _____

Address _____

Employee's Name in full _____ Factory Number _____

You are hereby notified that one week's/one month's notice is given you to terminate your employment, taking effect from _____ Date.

Signature of Employer.

Receipt acknowledged by _____ Date received _____
Signature of Employee

(Registration number if postal notice given _____ Date posted _____

N.B.: Vide Section 18 of Industrial Council Agreement. Notice must take effect from the day which concludes the working week/or in the case of monthly employees from the 1st of the next succeeding month.

EMPLOYEE'S COPY

AANHANGSEL E.

KENNISGEWING OM DIENS TE BEÏNDIG.

Werkgever se Naam _____

Adres _____

Werknemer se volle naam _____

Fabrieksnummer _____

U word hiermee in kennis gestel dat u een week/maand kennis gegee word om u diens te beëindig, met ingang van _____

Datum. _____

Handtekening van Werkgever. _____

Ontvangs erken deur _____

Datum ontvang _____

Handtekening van Werknemer _____

(Registrasienommer indien kennisgewing per pos geskied _____)

Datum gepos _____

L.W.: Kyk klousule 18 van die Nywerheidsraadooreenkoms. Kennisgewing word van krag vanaf die dag waarop die werkweek eindig/of in die geval van maandelikse werknemers, vanaf die eerste dag van die eersvolgende maand.

WERKNEMERSKOPIE.

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS INTO THE INDUSTRY.

To: _____

Arrangements have been made for you to be medically examined by the Mass Radiography Service on _____

You must report to the Mass Radiography Service near the Toll Gate, Chapel Street, Cape Town, at 8.30 a.m. sharp on the above date, taking this letter with you. If you are late, you will miss the appointment and it will be necessary to make a fresh one.

This letter will be stamped in the office of the Mass Radiography Service and you must collect it after examination and return it to this firm as soon as possible.

Signature _____

Name of Firm _____

Date _____

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTE.

- The upper portion of this form is to be completed by the employer and handed to the prospective employee.
- The employer should also insert on the lower portion of this form the name of the firm and the name of the prospective employee.
- On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Cape Clothing Industry Sick Fund, 350 Victoria Road, Salt River. (To be detached by Mass Radiography Service).

MASS RADIOGRAPHY SERVICE, CAPE TOWN.

CONFIDENTIAL.

Serial No. _____

Messrs. _____ Name of Employee _____

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

Medical Officer. _____

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE IN DIE NYWERHEID.

Aan: _____

Reëlins is getref sodat die Massa-radiografiediens u op _____ medies kan ondersoek.

U moet u om presies 8.30 vm. op bogenoemde datum by die Massa-radiografiediens naby die Tolhek, Chapelstraat, Kaapstad aanmeld en hierdie brief saam met u neem. Indien u laat is, word u bestelling gekanselleer en sal dit nodig wees om opnuut 'n bestelling te maak.

Hierdie brief sal in die kantoor van die Massa-radiografiediens gestempel word en u moet dit na u ondersoek afhaal en dit so gou as moontlik aan hierdie firma terugbesorg.

Handtekening _____

Naam van Firma _____

Datum _____

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

NOTA.

- Die boonste gedeelte van hierdie vorm moet deur die werkgever ingevul en aan die voornemende werknemer oorhandig word.
- Die werkgever moet ook die naam van die firma en die naam van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.
- Wanneer die werkgever die ingevulde mediese sertifikaat hieronder ontvang, moet hy dit aan die Siektefonds vir die Kaapse Klerasienywerheid, Victoriaweg 350, Soutrivier, stuur. (Om afgeskeur te word deur Massa-radiografiediens)

MASSA-RADIOGRAFIEDIENS, KAAPSTAD.

VERTROULIK.

Volgnommer _____

Mnre. _____ Naam van Werknemer _____

Die uitslag van die groot film is bevredigend vir sover dit tuberkulose van die longe betref en ons vereis nie dat bogenoemde werknemer vir verdere ondersoek kom nie.

Mediese beampte. _____

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

To: The Secretary,
P.O. Box 1536, or
Fifth Floor,
Broadway Industries Centre,
Cor. of Heerengracht & Hertzog Boulevard,
Foreshore, Cape Town.

Dear Sir,

Enclosed please find the sum of R _____ representing contributions in terms of Clause 22 of the Clothing Agreement, as detailed below for the period ending _____ Name of Firm _____ Address _____

RETURN OF EMPLOYEES.

No. _____

Date. _____

for week ending _____

" " " _____

" " " _____

Total Number _____

employees at 2c per week _____

Add employer's contribution of 2c per week _____

R _____

R _____

R _____

To be forwarded with your Cheque to the Office of the Council not later than the 7th of each month.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

196
Telefoon: 3-6631

Aan: Die Sekretaris,
Posbus 1536, of
Vyfde Vloer,
Broadway Industries-sentrum,
h/v Heerengracht & Hertzogboulevard,
Strandgebied, Kaapstad.

Meneer,

Hierby ingeslote vind u die bedrag van R_____ wat die bydraes is ingevolge klousule 22 van die Klerasie-ooreenkoms vir die tyderk
geëindig _____ soos hieronder gemeld. Naam van Firma _____ Adres _____

OPGAWE VAN WERKNEMERS.

<i>Getal.</i>		<i>Datum.</i>
_____	vir week geëindig _____	_____
_____	" " " " _____	_____
_____	" " " " _____	_____
_____	" " " " _____	_____
Totale getal _____	werknemers teen 2c per week..... R _____	
	Plus werkgever se bydrae van 2c per week..... R _____	
	R _____	

Moet voor of op die 7de van elke maand tesame met u tjek aan die Kantoor van die Raad gestuur word.

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

REGISTRATION OF BUSINESS.

The Secretary,
Industrial Council for the Clothing Industry (Cape),
P.O. Box 1536,
CAPE TOWN.

Dear Sir,

In accordance with clause 29 (1) of the Industrial Council Agreement I hereby furnish you with the following particulars in connection with this business:

- (1) Name under which business is carried on _____
- (2) Address at which business is carried on _____
- (3) Nature of business (short description, e.g. "men's clothing" will suffice) _____
- (4) Description, names and addresses of management:

<i>Names.</i>	<i>Addresses.</i>	<i>State whether Proprietor, Director, Manager or Secretary.</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Employer.

No. R. 652.]

[5 May 1967.]

**Factories, Machinery and Building
Work Act, 1941.**

CLOTHING INDUSTRY, CAPE.

I, MARAIS VILJOEN, Minister of Labour, 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 Clothing Industry, published under Government Notice No. R. 651 of the 5th May, 1967, 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.

M. VILJOEN,
Minister of Labour.

AANHANGSEL H.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

REGISTRASIE VAN BESIGHEID.

Die Sekretaris,
Nywerheidsraad vir die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

Meneer,

Ingevolge klousule 29 (1) van die Nywerheidsraadooreenkoms voorsien ek u van onderstaande besonderhede in verband met hierdie besigheid:

- (1) Naam waaronder besigheid gedryf word _____
- (2) Adres waar besigheid gedryf word _____
- (3) Aard van besigheid (kort beskrywing, bv. „mansklere” is genoeg) _____
- (4) Beskrywing, name en adresse van bestuur:

<i>Name.</i>	<i>Adresse.</i>	<i>Meld of Eienaar, Direkteur, Bestuurder of Sekretaris.</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Handtekening van werkgever.

No. R. 652.]

[5 Mei 1967.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.**

KLERASIENYWERHEID, KAAP.

Ek MARAIS VILJOEN, Minister van Arbeid, 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 Klerasiennywerheid, gepubliseer by Goewermentskennisgewing No. R. 651 van 5 Mei 1967, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 653.]

[5 May 1967.

No. R. 653.]

[5 Mei 1967.

WAR MEASURES ACT, 1940.

WET OP OORLOGSMAATREËLS, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942.

CLOTHING INDUSTRY, CAPE.

KLERASIENYWERHEID, KAAP.

I MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Clothing Industry, published under Government Notice No. R. 651 of the 5th May, 1967.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Klerasienywerheid wat by Goewermementskennisgewing No. R. 651 van 5 Mei 1967 gepubliseer is.

M. VILJOEN,
Minister of Labour.

M. VILJOEN,
Minister van Arbeid.

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