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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2368

22 December 1972

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 with effect from the first Monday after the date of publication of this notice and for the period ending 12 December 1975, 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), 23, 24, 27 and 28, shall be binding with effect from the first Monday after the date of publication of this notice and for the period ending 12 December 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who—

(i) in the Magisterial Districts of The Cape, Simons-town, Bellville, Somerset West, Strand and Worcester are engaged or employed in the activities referred to in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of the Agreement;

(ii) in the Magisterial District of Wynberg are engaged or employed in the activities referred to in paragraphs (a) and/or (b) and/or (c) of the definition of "Clothing Industry" in clause 3 of the Agreement;

(c) in terms of section 48 (3) (a) of the said Act, declare that with effect from the first Monday after the date of publication of this notice and for the period ending 12 December 1975, the provisions of the Agree-

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2368

22 Desember 1972

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 Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1975 eindig, bindend is vir die werkgewers-organisasies 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), 23, 24, 27 en 28, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1975 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat—

(i) in die landdrosdistrikte Die Kaap, Simonstad, Bellville, Somerset-Wes, Strand en Worcester betrokke is by of in diens is in verband met die werksaamhede waarvan in paragrafe (a) en/of (b) van die woordomskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms melding gemaak word;

(ii) in die landdrosdistrik Wynberg betrokke is by of in diens is in verband met die werksaamhede waarvan in paragrafe (a) en/of (b) en/of (c) van die woordomskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms melding gemaak word;

(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), 23, 24, 27 en 28, met ingang van die eerste Maandag na

ment, excluding those contained in clauses 1 (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 and 28, shall *mutatis mutandis* be binding upon all Bantu who—

(i) in the areas specified in paragraph (b) (i) of this notice are employed in the activities referred to in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of the Agreement;

(ii) in the Magisterial District of Wynberg are employed in the activities referred to in paragraphs (a) and/or (b) and/or (c) of the definition of "Clothing Industry" in clause 3 of the Agreement;

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 with effect from the first Monday after the date of publication of this notice and for the period ending 12 December 1975, 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 areas specified in paragraph (b) of this notice.

M. VILJOEN, Minister of Labour.

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' organisations"), 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 by all employers and employees who are members of the employers' organisations and the trade union, respectively, and who—

(i) in the Magisterial Districts of The Cape, Simonstown, Bellville, Somerset West, Strand and Worcester are engaged or employed in the activities referred to in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of this Agreement; and

(ii) in the Magisterial District of Wynberg are engaged or employed in the activities referred to in paragraphs (a) and/or (b) and/or (c) of the definition of "Clothing Industry" in clause 3 of this Agreement;

(b) Notwithstanding the provisions of subclause (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 600 per annum;

(iii) not apply to employers and employees engaged or employed in the "Knitting Division" and/or the "Ladies' Hosiery Division".

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 section 48 (1) of the Act, and shall remain in force until 12 December 1975 or for such period as may be determined by him.

die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1975 eindig, *mutatis mutandis* bindend is vir alle Bantoes wat—

(i) in die gebiede gespesifiseer in paragraaf (b) (i) van hierdie kennisgewing in die werksaamhede waarvan in paragrafe (a) en/of (b) van die woordskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms melding gemaak word;

(ii) in die landdrostdistrik Wynberg in die werksaamhede waarvan in paragrafe (a) en/of (b) en/of (c) van die woordskrywing van "Klerasienywerheid" in klousule 3 van die Ooreenkoms melding gemaak word;

in diens is 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 met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1975 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 gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die—

Cape Clothing Manufacturers' Association,
Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

(hierna 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 nagekom word deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakvereniging en wat—

(i) in die landdrostdistrikte Die Kaap, Simonstad, Bellville, Somerset-Wes, Strand en Worcester betrokke is by of deelneem aan die werksaamhede vermeld in paragrafe (a) en/of (b) van die omskrywing van "Klerasienywerheid" in klousule 3 van hierdie Ooreenkoms; en

(ii) in die landdrostdistrik Wynberg betrokke is by of deelneem aan die werksaamhede vermeld in paragrafe (a) en/of (b) en/of (c) van die omskrywing van "Klerasienywerheid" in klousule 3 van hierdie Ooreenkoms.

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

(i) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(ii) nie van toepassing op werknemers en werkende direkteure wie se lone minstens R3 600 per jaar bedra nie.

(iii) nie van toepassing op werkgewers en werknemers wat betrokke is by of in diens is in die "Brei-afdeling" en/of die "Dameskousafdeling" nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 12 Desember 1975 of vir dié tydperk wat hy bepaal.

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;
 "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 who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work and includes a cashier, despatch clerk, mannequin, storeman and a telephone switchboard operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;
 "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 nightwear; 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;

(c) the manufacture of ladies' and/or men's gloves;
 "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 night-wear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

(c) the manufacture of ladies' and/or men's gloves;

"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, other than an interlining cutter, trimmer or tie cutter, engaged in cutting material with any power driven cutting machine, knife or shears but excluding any cutting operations referred to in the definitions of Grade I and II employee, male, and Grade I and II employee, female;

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

"despatch clerk" means an employee who is responsible for the packing or the despatch of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of goods or packages;

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

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 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 samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"dryfbandhersteller" 'n werknemer wat gebreekte masjiendryfbande herstel en/of die bedryfsinrigting se werktuigkundige help;

"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 skryf-, tik- en liasseerwerk verrig, 'n reken- of ponskaartmasjien bedien of 'n ander vorm van klerklike werk verrig, en ook 'n kassier, versendingsklerk, mannekyn, pakhuysman en 'n telefonis, maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan dat klerklike werk deel van dié werknemer se werk mag uitmaak;

"Klerasiennywerheid" 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, slaapklerke en ander nagklere; en

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

(c) die vervaardiging van dames- en/of manshandskoene; "klerasieseksie"—

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

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

(c) die vervaardiging van dames- en/of manshandskoene;

"breiseksie" daardie seksie waarin werkgewers en werknemers met mekaar geassosieer is met die doel om kledestof en/of kouse en/of kledingstukke op ronde en plat masjinerie te brei, en ook die maak van kledingstukke uit gebreide kledestof in die bedryfsinrigting waarin bedoelde kledestof 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 deelwerk verrig;

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (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, uitgesonderd 'n binnevoeringsnyer, opmaker of dassnyer, wat materiaal met 'n kragangedrewe snymasjien, mes of skêr sny, maar sluit nie snywerkzaamhede in wat in die omskrywing van graad I- en graad II-werknemer, man, en graad I- en graad II-werknemer, vrou, genoem word nie;

"handelaar" of "algemene handelaar" 'n persoon wat 'n lisensie ooreenkomstig item 11 van die Tweede Bylae van die Wet op Lisensies hou;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die verpakking of versending van goedere vir vervoer of aflewering en wat toesig mag hou oor die bymeekaarmaak, nasien, weeg, verpakking, merk adresseer of versending van goedere of pakkette;

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

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

"experience" means—

(i) in relation to—

(a) a clerical employee and factory clerk, the total period or periods of employment which such employee has had as a clerical employee or factory clerk as the case may be, 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 employees, factory clerks, travellers, labourers, belt-boys, mechanics, boiler attendants, motor vehicle drivers, despatch packers, watchmen or caretakers, messengers and/or 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 clerical employee, factory clerk, traveller, labourer, mechanic, belt-boy, messenger and/or errand boy, boiler attendant, tea-girl, motor vehicle driver, despatch packer, caretaker or watchman;

(ii) in relation to a belt-boy, a messenger and/or errand boy and a tea-girl—

(a) the total period or periods of employment which such employee has had as a belt-boy, a messenger and/or errand boy 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 dress-makers seek employment in the Clothing Industry in a capacity other than clerical employee, factory clerk, traveller, labourer, mechanic, belt-boy, messenger and/or errand boy, boiler attendant, tea-girl, despatch packer, motor vehicle driver, 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, seek 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 travellers' 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, i.e. an employee who is engaged in making repairs or adjustments to machinery or installations;

(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;

"ondervinding"—

(i) ten opsigte van—

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

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

(ii) ten opsigte van ander werknemers as klerke, fabrieksklerke, handelsreisigers, arbeiders, dryfbandherstellers, werktuigkundiges, ketelbedieners, bestuurders van motorvoertuie, versendingsverpakkers, wagte of oppassers, bodes en/of loopjongens en teemaaksters—

(a) die totale tydperk of tydperke diens wat 'n werknemer in 'n vertakking van die Klerasienywerheid gehad het in 'n ander hoedanigheid as dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode en/of loopjonge, ketelbediener, teemaakster, bestuurder van 'n motorvoertuig, versendingsverpakker, oppasser of wag;

(iii) ten opsigte van—'n dryfbandhersteller, bode en/of loopjonge en teemaakster—

(a) die totale tydperk of tydperke diens wat sodanige werknemer gehad het as 'n bedryfbandhersteller, bode en/of loopjonge en teemaakster, na gelang van die geval, in die Klerasienywerheid en/of brei-afdeling;

(iv) dat, in gevalle waar kleinhandel- of private snyers of kleinhandel- of private kleremakers in die Klerasienywerheid werk soek in 'n ander hoedanigheid as dié van klerk, fabrieksklerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode en/of loopjonge, ketelbediener, teemaakster, versendingsverpakker, bestuurder van 'n motorvoertuig, oppasser of wag, hul totale ondervinding 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 Klerasienywerheid werk soek as strykers en/of opvouers en/of parsers, hul totale ondervinding 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 Klerasieseksie werk soek in enigeen van die beroepe gemeld in die lys hieronder, hul totale ondervinding 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) optolling, d.w.s. tolle met 'n optoller opdraai;

(iv) skoonmaak, d.w.s. los entjies garing wat deur vorige bedieners 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 sorteerdere bygestaan mag word;

(vi) skuinsband sny;

(vii) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die sock na en passing van materiaal;

(viii) monsterboekies vir handelsreisigers sny;

(ix) gesnyde en/of ongesnyde gedeeltes van lae ondersoek;

(x) vroulike werknemers nie elders vermeld 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 vas-speld;

(xiv) lynvoerders;

(xv) masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;

(xvi) manlike werknemers nie elders vermeld nie;

(xvii) die posisie van sakke, knope of knoopsgate merk, die bek van agtersakke sny;

(xviii) werktuigkundige, d.w.s. 'n werknemer wat herstel- of verstelwerk aan masjinerie of installasies verrig;

(xix) herstelwerk, d.w.s. die ondersoek van gebreide kledingstukke op defekte te ontdek en die herstel van sodanige defekte;

(xx) bediener van 'n krimppers of -masjien;

(xxi) bediening van 'n ritsluitermasjien;

(xxii) verpakker, d.w.s. die verpakking van kledingstukke in dose of ander geskikte omhulsel of die bymeekaarmaak van kledingstukke in bondels voordat dit na die versendingsafdeling gestuur word;

(xxiii) nasiener, d.w.s. werknemer wat gedeeltes van 'n kledingstuk of die afgewerkte kledingstukke ondersoek met die doel om gebreke te ontdek;

(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 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 into position; making canvases;

(xxv) pressing of 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;

(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;

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

(a) Checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by a clerical employee;

(b) checking or recording for production control;

(c) copying invoices or other documents by machine or hand;

(d) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;

(e) recording particulars of waste;

"female presser" means a female employee engaged in pressing of finished garments by hand or fully automatic machine but excluding the ironing of garments;

"female under-presser" means a female employee in the clothing section, other than a female presser, employed in pressing processes, including the pressing of pockets and seams of crutch linings of completed trousers but excluding ironing processes;

"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 parts of or 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, i.e. an employee who is engaged in making repairs or adjustments to machinery or installations;

(xxiv) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:

Vaswerk van mikvoerings in broeke; vaswerk van sitvlakke; permanente omslag vaswerk; vaswerk van lyfbandvoerings of gedeeltes daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerkies verrig; vaswerk van krae of mousgate van onderbaadjies; krae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en verskillende bykomstige naaiwerkies verrig; vaswerk van die onderente van voerings of nate daarvan wat alreeds in posisie vasgeryg is; vaswerk van omboorsels; hanglissies maak en aanwerk; opleg-sels wat reeds in posisie vasgeryg is, binne vaswerk; seildoek-voerings maak;

(xxv) klaargemaakte kledingstukke met die hand of met 'n masjien pars;

(xxvi) skuinssnywerk, d.w.s. die fatsoen van die krae afmerk of regsnay 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 heropgerol word;

(xxviii) stempelwerkers, 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 regknip;

(xxx) etikette uitskryf;

en elke dienskontrak word, behoudens die bepalinge 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;

"vroulike parser" 'n vroulike werknemer wat klaar klere met die hand of 'n volle outomatiese masjien pars, maar nie klere stryk nie;

"vroulike onderparser" 'n vroulike werknemer in die klerasieseksie, uitgesonderd 'n vroulike parser, wat parswerk doen, met inbegrip van die pars van sakke en nate van mikvoerings van klaar broeke, maar nie strykwerk doen nie;

"fabrieksklerk" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Bywoningsregisters nagaan of besonderhede aanteken van werknemers wat by die werk is of van die werk afwesig is; loonkaarte of -koeverte voorberei vir latere gebruik deur 'n klerk;

(b) nasienwerk verrig of aantekeninge hou vir produksiebeheer;

(c) fakture of ander dokumente met die hand of 'n masjien kopieer;

(d) besonderhede van materiale of algemene voorrade wat verbruik is of verbruik gaan word, aanteken of voorraderekords byhou;

(e) besonderhede van afval aanteken;

"voorman" of "toesighouer" of "voorvrou" of "toesighoudster" '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 ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(1) Masjienwerker, d.w.s. 'n werknemer wat met 'n naaimasjien werk in verband met die maak van klere verrig;

(2) nasiener, d.w.s. 'n werknemer wat dele van of die afge-werkte kledingstuk ondersoek met die doel om gebreke te ontdek;

(3) klaar kledingstukke met die hand of met 'n masjien pars;

(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 aan-mekaargewerk te word;

(5) ryger, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding vir ander werksaamhede in posisie geplaas word, en/of binne-rygwerk, d.w.s. met die hand die voerings van baadjies in posisie vaswerk ter voorbereiding van die aanmekaarwerk van die kant-nate;

(6) ontwerpe van lapelle en krae van baadjies fatsoeneer voordat die voering vasgeryg word;

(7) herstel- en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na en passing van materiaal;

(8) kopiëring van moederpatrone (uitgesonderd die opstel daarvan) in die plooiproses;

(9) werktuigkundige, d.w.s. 'n werknemer wat herstel- of ver-stelwerk aan masjinerie of installasies verrig;

(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 printing;
 - (16) table-hand, i.e. an employee engaged in waterproofing 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;
 - (17) skiver, i.e. an employee engaged in operating a skiving machine which reduces the thickness of leather;
 - (18) folding and/or buttoning up garments;
- "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 coats; fastening or "serging" sleeve-heads; wadding sleeve-heads; felling silk-facings already basted in position; making buttonholes by hand; felling sleeve-head linings, holding such in position with the fingers;
 - (5) ironing and folding or ironing, folding and pinning garments in the shirt section and ladies' dresses and/or underwear, and ironing of fly-linings;
 - (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) making bows for dresses;
 - (12) beading and/or embroidering by hand;
 - (13) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
 - (14) operating automatic lace sewing and/or embroidery machines;
 - (15) 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;

(10) 'n outomatiese plooiemasjien stel, en ook 'n manlike werknemer wat nie elders in hierdie Ooreenkoms vermeld word nie;

"graad II-werknemer, man" 'n manlike werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

- (1) Materiaal tussen twee papierweefgetoue (vormers) plaas en voorberei vir stoomkas in hand- of weefgetou-plooiproses;
- (2) voorbereide vormers in stoomkas plaas en hulle weer uitneem in hand- of weefgetou-plooiproses;
- (3) materiaal van weefgetoue verwyder in hand- of weefgetou-plooiproses;
- (4) materiaal deur middel van papier-lei deur outomatiese plooiemasjien;
- (5) poeier op lae strooi deur middel van geperforeerde moederlae en lae met 'n kopieerwiel perforeer;
- (6) dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
- (7) assistent vir werktuigkundige;
- (8) skuinsband sny;
- (9) voorspanwerk aan melton- en linnepette vir mans en seuns verrig;
- (10) 'n krimppers bedien;
- (11) monsterboekies vir handelsreisigers sny;
- (12) gulpvoerings stryk;
- (13) moederlae weer natrek;
- (14) knippe aan-pette heg;
- (15) etikette druk;
- (16) tafelerkers, d.w.s. 'n werknemer wat werk in verband met waterdigtingsprosesse verrig deur nate en rande met 'n rubberoplossing te bestryk en dan 'n klein houthandroller daaroor te rol en die uitgedrukte stukkies rubberlym verwyder; nate van oliejasse en waterdigte hoede bestryk;
- (17) leerkerwer, d.w.s. 'n werknemer wat 'n leerkerfmasjien bedien wat die dikte van leer verminder;
- (18) kledingstukke opvou en/of vasknoop;

"graad I-werknemer, vrou," 'n vroulike werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde 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. met die hand die voerings van baadjies op hul plek vasryg ter voorbereiding van die aanmekaarwerk van kantnate;
 - (3) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings vasgeryg word;
 - (4) afwerking, d.w.s. 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig: Stopfels of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue insit; vaswerk van syvoorkante wat reeds in posisie geryg is; knoopgate met die hand maak; vaswerk 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; en gulpvoerings stryk;
 - (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 gebreke 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) strikke vir rokke maak;
 - (12) kraal- en/of borduurwerk met die hand verrig;
 - (13) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek na en passing van materiaal;
 - (14) outomatiese kantnaai- en/of borduurmasjiene bedien;
 - (15) individuele dasse met die hand sny, en ook 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms vermeld 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) Optolling, d.w.s. tolle met 'n optoller optol;
 - (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) ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed; ironing seams of ties, including bow ties; ironing of creases on cuffs of shirts and crease lines in front of shirts and ironing on of fusible interlining with hand-iron and positioning and spot-fusing of fusible interlining with special machine;

(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 buttonholes 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 edgestays 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 canvases; sewing hooks and eyes on to collars;

(13) table-hand, i.e. an employee engaged in waterproofing 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 number on garments or parts of garments;

(15) crimper;

(16) operator of semi automatic press-studs machine; putting on of hooks and bars on the top of the flies of trousers and the extension flaps of trousers;

(17) trimming of collars or cuffs by knife, scissors or contour machine;

(18) operator of hand-operated button covering machine;

(19) operating shrinking press;

(20) passing garments through steam press and receiving out at the other end;

(21) sewing shoulder pads into dresses and/or unlined coats;

(22) fitting garments on models but excluding marking, measuring or cutting off of material;

(23) underpressing of men's and boys' melton or linen caps;

(24) line feeders;

(25) operating a zip machine;

(26) operating an electric rubber welding machine;

(27) cutting cloth from scallops;

(28) writing of labels;

(29) trimming and cleaning of belts after lining and belts have been machined together;

(30) eyelet punching and letting;

(31) covering buckles by hand or machine;

(32) stamping on of sizes;

(33) rivetting buckles; bending belt buckle; punching holes for buckle and prong; pressing buckle prong onto buckle; stapling buckle onto belt;

(34) machine patent turning of loops;

(35) assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;

(36) cutting of bias binding;

(37) examining of cut and/or uncut parts of lays;

(38) cutting of travellers' swatches;

(39) hand-sewing operations on ties;

(40) winding or unwinding of lace, embroidery, braids, ribbons, binding and elastic;

(4) los boordjies stryk of kledingstukke wat alreeds gevou of gestryk is, in die hemdesekse oorstrik; stryk van nate van dasse, met inbegrip van strikdasse, stryk; kreukels aan mansjette en voulyne vooraan hemde stryk en smeltbare tussenvoerings met 'n handstrykyster aanstryk en smeltbare tussenvoerings op die regte plekke sit en dit met 'n spesiale masjien op sekere punte vas-smelt;

(5) patentmasjiendraaiwerk, d.w.s. enige soort outomatiese of halfoutomatiese masjien bedien wat die kante of punte van boordjies, bande, mansjette, stroke en sakke omkeer of omdraai, met inbegrip van die halfoutomatiese masjien wat boordjiesstroke maak;

(6) die posisie van sakke, knope of knoopsgate in die hemdesekse merk; die bekke van agtersakke sny;

(7) hemde vasspeld;

(8) motiewe en versiersels van onderklere vasspeld; strikke vir onderklere maak en vasspeld;

(9) skuinsnywerk, d.w.s. die fatsoen van die krae merk of regsny voordat ander werksaamhede verrig word;

(10) sorteerwerk, d.w.s. sorteerwerk vir verskillende werksaamhede verrig, of afvalstukke kouse sorteer en losryg voordat dit heropgerol word;

(11) verpakker, d.w.s. kledingstukke in dose of ander geskikte omhulsel 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:

Vaswerk van mikvoerings in broeke; vaswerk van sitvlakke; permanente omslae vassit; vaswerk van gordelvoerings of dele daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerk verrig; vaswerk van krae of mousgate van onderbaadjies; krae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en bykomstige naaiwerk verrig; knope met die hand vaswerk; vaswerk van onderente van voerings, of nate daarvan, wat alreeds in posisie geryg is; vaswerk van omboorsels; hanglissies maak en vaswerk; oplegsels wat reeds vasyg is, van binne vaswerk; seidoekvoerings 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 'n klein houthandroller daaroor te rol en die uitgedrukte stukkies rubberlym 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) plooiër;

(16) bediener van 'n halfoutomatiese drukknoopmasjien; hakies en balkies bo aan die gulpe van broeke en die verlengklappe van broeke werk;

(17) boordjies of mansjette met 'n skêr, 'n mes of 'n kontoermasjien regknip;

(18) bediener van 'n knoopoortrekmasjien wat met die hand gewerk word;

(19) 'n krimppers bedien;

(20) kledingstukke deur 'n stoompers stuur en dit aan die ander kant afneem;

(21) kussinkies in rokke en/of nie-uitgevoerde kortjasse vaswerk;

(22) kledingstukke aan moedelle pas maar nie materiaal afmerk, meet of afsny nie;

(23) voorparswerk aan melton- of linnepette vir mans en seuns verrig;

(24) lynvoerders;

(25) 'n ritssluitemasjien bedien;

(26) 'n elektriese rubberlasmasjien bedien;

(27) materiaal van uitkulping afsny;

(28) etikette uitskryf;

(29) lyfbande afwerk en skoonmaak nadat die voering en die lyfband aanmekaar gestik is;

(30) vetergaatjies pons en inlaat;

(31) gespes met die hand of 'n masjien oortrek;

(32) groottes afstempel;

(33) gespes vasklink; lyfbandgespes buig; gaatjies vir gespe en tong pons; die tong van die gespe aan die gespe vasdruk; gespes aan lyfbande vaskram;

(34) die maak van lissies volgens masjienpatent;

(35) dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;

(36) skuinsband sny;

(37) gesnyde en/of ongesnyde gedeeltes van lae ondersoek;

(38) monsterboekies vir handelsreisigers sny;

(39) handnaaiwerk aan dasse verrig;

(40) kant, borduursel, galon, lint, omboorsel en rek opdraai of afdraai;

(41) 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;

(42) cutting of lace, shoulder straps and ribbons into required lengths (excluding the cutting from lays or according to pattern);

(43) label printing;

(44) operator of a semi-automatic or automatic fusing machine;

(45) skiver, i.e. an employee engaged in operating a skiving machine which reduces the thickness of leather.

"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) divided by 46 in the case of boiler attendants, by 72 in the case of watchmen or caretakers and by 42½ in the case of all other employees.

"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 and may include slitting the ends and sides 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;

"marker-in" means an employee, other than an interlining cutter, trimmer or tie cutter, who positions patterns for a lay and/or who marks round patterns by hand;

"messenger and/or errand boy" means an employee engaged in one or more of the following duties or capacities:

(1) Delivers letters, messages and parcels outside the establishment on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

(2) folds and/or inserts mail, affixes postage stamps or labels for posting;

(3) operates a duplicating and/or addressograph machine and/or franking machine;

(4) sorts invoices, consignment notes or similar documents;

(5) carries messages or garments or parts of garment from one operation to another within the establishment;

provided that a male employee of the age of 21 years or over who performs one or more of the above duties shall be deemed to be an unskilled labourer and shall be paid not less than the wage prescribed for such employee in clause 4 (1) of the Agreement;

"male under-presser" in the clothing section means a male employee, other than a male presser, employed in pressing processes, including the pressing of pockets and seams of crutch linings of completed trousers and the pressing of fusible interlinings, but excluding ironing processes;

"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 wrades patterns to various sizes and makes ancillary patterns to a master pattern and includes an employee engaged in making master patterns for pleating process and in making copies from the master pattern.

(41) by die vervaardiging van vormdrag: Balein of draad met die hand insit; die binne- en die buitekant van die kelke van buustelyfies met die hand monter; staal, balein of draad sny en puntoppies daarop aanbring; hakies en ogies vasklink en gespes en drukknope vasdruk; rek of skouerbande met die hand of deur middel van outomatiese masjiene sny; kousophouers en skouerbande met die hand monter; 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 masjiene vou en rol;

(42) kant, skouerbande en lint volgens vereiste lengtes sny (maar nie snywerk van lae af of volgens 'n patroon nie);

(43) die druk van etikette;

(44) bediener van 'n halfoutomatiese of outomatiese vassmelt-masjiene;

(45) leerkerwer, d.w.s. 'n werknemer wat 'n leerkerfmasjiene bedien wat die dikte van leer verminder.

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

"uurloon" die weekloon in klousule 4 (1) voorgeskryf, gedeel deur 46 in die geval van ketelbedieners, deur 72 in die geval van wagte of oppassers en deur 42½ in die geval van alle ander werknemers;

"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 vir die brei van kledstof en/of kledingstukke en ook—

(a) die vervaardiging van vol-vormkledingstukke;

(b) die vervaardiging van half-vormkledingstukke;

(c) die vervaardiging van sokkies vir mans, dames en kinders, maar nie die vervaardiging van gebreide kledingstukke uit brei-stofstuklengtes van 'n eenvormige breedte nie;

"dameskousafdeling" 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 'n kombinasie daarvan of van 'n ander materiaal, en ook alle werksaamhede wat met voornoemde werksaamhede in verband staan;

"laemaker" 'n werknemer wat materiaal in lae rangskik (wat die sny van ente en kante kan insluit) en/of wat dele uit die gesnyde lae sorteer;

"leerling" 'n werknemer wie se dienstydpark 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;

"afmerker" 'n werknemer, uitgesonderd 'n binnevoeringsnyer, opmaker of dassnyer, wat patrone in lae rangskik en/of wat rondom patrone met die hand merk;

"maandloon" die weekloon vermenigvuldig met 4½;

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

"manlike onderparser" in die klerasieseksie, 'n manlike werknemer, uitgesonderd 'n manlike parser, wat parswerk doen, met inbegrip van die pars van sakke en nate van mikvoerings van klaar broeke en die pers van smeltbare tussenvoerings, maar nie strykwerk doen nie.

"bode en/of loopjonge" 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig of in dié hoedanighede in diens is:

(1) Briewe, boodskappe en pakkette te voet of met behulp van 'n fiets, drieriel of handvoertuig buite die bedryfsinrigting aflewer;

(2) pos vou en/of in koeverte steek, posseëls of etikette op posstukke plak;

(3) 'n afrol- en/of adresseer- en/of frankeermasjiene bedien;

(4) fakture, vragbriewe of dergelike dokumente sorteer;

(5) boodskappe of kledingstukke of dele van kledingstukke van een werksaamheid na die ander binne die bedryfsinrigting dra: Met dien verstande dat 'n manlike werknemer wat 21 jaar of ouer is, en wat een of meer van bogenoemde werksaamhede verrig, geag word 'n ongeskoolde arbeider te wees en minstens die loon betaal moet word wat vir so 'n werknemer in klousule 4 (1) van die Ooreenkoms voorgeskryf word;

"pattern maker" means an employee engaged in designing and/or making master patterns;

"patent machine" means a button, buttonhole, 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, despatch packer, assistant despatch packer, watchman or caretaker, motor vehicle driver, boiler attendant, tea-girl, head cutter and traveller's driver;

"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 night-wear;

"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, canvases 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 interlinings and/or cutting linings and/or interlinings;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or auto-cycle or a cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 1 360 kg;

"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 a messenger and/or errand boy;

"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;

"patroongradeerder" 'n werknemer wat patrone volgens verskillende groottes gradeer en bykomstige patrone volgens 'n moederpatroon maak; en ook werknemers wat moeder patrone vir die plooiproses en kopieë van die moederpatrone maak;

"patroonmaker" 'n werknemer wat moederpatrone ontwerp en/of maak;

"patentmasjien" 'n knoop-, knoopsgat-, opstop- of soomafwerkingsmasjien;

"stukwerk" 'n stelsel waarvolgens die verdienste bereken word op die hoeveelheid verrig of produksie gelewer;

"gekwalfiseer" ten opsigte van 'n werknemer in die Nywerheid, 'n werknemer uitgesonderd 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, versendingsverpakker, assistentversendingverpakker, wag of oppasser, bestuurder van 'n motorvoertuig, ketelbediener, teemaakster, hoofsnier en handelsreisiger se bestuurder;

"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 speel;

"werkspan" (somtyds 'n "span" genoem) 'n span van drie of meer werknemers wat deelwerk verrig in verband met die maak van kledingstukke, gewoonlik onder die toesig van 'n leier;

"hemdesekkie" daardie sekse van die Klerasiennywerheid waarin hemde, boordjies, dasse, slaapklere en ander nagklere gemaak word;

"korttyd" 'n tydelike vermindering in die getal gewone weeklikse werkure in 'n bedryfsinrigting weens 'n werkslapte of ander veristes 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, opberging, verpakking of uitpak van goedere in 'n pakhuis of pakskuur en/of die aflewering van goedere uit 'n pakhuis of pakskuur aan die verbruiksafdelings van 'n bedryfsinrigting of vir versending;

"taakwerk" die opdrag van 'n werkgewer (of sy verteenwoordiger) aan 'n werknemer om 'n gegewe 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 kombuisgerei mag was en wat vir die skoonmaak van die kombuis en/of eet- en/of ruskamer verantwoordelik mag wees;

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

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

"handelsreisiger se bestuurder" 'n werknemer wat die handelsreisiger op sy reis vergesel en die handelsreisiger help om te bestuur en om monsters in en uit te pak en te vertoon;

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n lisensieowerheid wat regtens gemagtig is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of outofiets of fiets uitgerus met 'n hulpmotor, die onbelaste massa geag word hoogstens 1 360 kg te wees;

"ongeskoolde arbeider" 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(i) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak en/of was;

(ii) op- of aflaai;

(iii) artikels dra, verskuif of opstapel;

(iv) deure oop- of toemaak; kaste, pakke, bale of ander houters uitpak;

(v) briewe, boodskappe of goedere buite die fabriekspersiel te voet of deur middel van 'n fiets, driewiel of handvoertuig aflewer;

(vi) met die hand kaste, bale of ander houters merk, brandmerk, sjabloneer of etikette daarop plak;

(vii) algemene tuinwerk;

(viii) kaste of bale of ander houters vasbind of met draad of bande vasmaak, en ook 'n werknemer wat 21 jaar oud of ouer is en wat die werksaamhede van 'n bode en/of loopjonge verrig;

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

(i) dat as 'n werkgewer 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) 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;

"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 wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

PART A CUTTING DEPARTMENT

	From date of coming into operation of this Agreement to 12 December 1974	From 13 December 1974
	Per week R	Per week R
(i) Head cutter.....	44,50	45,60
(ii) Pattern maker:		
(a) Qualified.....	44,50	45,60
(b) Learner:		
First year:		
First six months of experience.....	8,00	8,20
Second six months of experience.....	8,50	9,00
Second year:		
First six months of experience.....	9,40	9,60
Second six months of experience.....	9,80	10,00
Third year:		
First six months of experience.....	10,50	10,75
Second six months of experience.....	12,00	12,25
Fourth year:		
First six months of experience.....	17,25	17,75
Second six months of experience.....	20,60	21,00
Fifth year:		
First six months of experience.....	24,00	24,75
Second six months of experience.....	28,95	29,75
Thereafter the wage specified in (a)		
(iii) Pattern grader:		
(a) Qualified.....	34,40	35,25
(b) Learner:		
First year:		
First six months of experience.....	8,00	8,20
Second six months of experience.....	8,50	9,00
Second year:		
First six months of experience.....	9,40	9,60
Second six months of experience.....	9,80	10,00
Third year:		
First six months of experience.....	10,50	10,75
Second six months of experience.....	12,00	12,25
Fourth year:		
First six months of experience.....	17,25	17,75
Second six months of experience.....	20,60	21,00
Fifth year:		
First six months of experience.....	24,00	24,75
Second six months of experience.....	28,95	29,75
Thereafter the wage specified in (a)		
(iv) Cutter; Marker-in:		
(a) Qualified.....	32,75	33,60
(b) Learner:		
First year:		
First six months of experience.....	8,00	8,20
Second six months of experience.....	8,50	9,00
Second year:		
First six months of experience.....	9,40	9,60
Second six months of experience.....	9,80	10,00
Third year:		
First six months of experience.....	10,50	10,75
Second six months of experience.....	12,00	12,25
Fourth year:		
First six months of experience.....	17,25	17,75
Second six months of experience.....	20,60	21,00
Fifth year:		
First six months of experience.....	24,00	24,75
Second six months of experience.....	28,95	29,75
Thereafter the wage specified in (a)		

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word nie dat dit besoldiging bedoel of insluit wat 'n werknemer in diens op 'n grondslag in klousule 7 bepaal, benewens die bedrag ontvang het wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;

"wag" of "oppasser" '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 werksaam is.

4. LONE

(1) Die minimum lone wat betaal moet word aan en aange- neem mag word deur ondergenoemde klasse werknemers is soos volg:

DEEL A SNYAFDELING

	Vanaf datum van inwerking- trekking van hierdie ooreen- koms tot 12 Desember 1974	Vanaf 13 Desember 1974
	Per week R	Per week R
(i) Hoofsnier.....	44,50	45,60
(ii) Patroonmaker:		
(a) Gekwalifiseer.....	44,50	45,60
(b) Leerling:		
Eerste jaar:		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	8,50	9,00
Tweede jaar:		
Eerste ses maande ondervinding.....	9,40	9,60
Tweede ses maande ondervinding.....	9,80	10,00
Derde jaar:		
Eerste ses maande ondervinding.....	10,50	10,75
Tweede ses maande ondervinding.....	12,00	12,25
Vierde jaar:		
Eerste ses maande ondervinding.....	17,25	17,75
Tweede ses maande ondervinding.....	20,60	21,00
Vyfde jaar:		
Eerste ses maande ondervinding.....	24,00	24,75
Tweede ses maande ondervinding.....	28,95	29,75
Daarna die loon in (a) voorgeskryf		
(iii) Patroongradeerder:		
(a) Gekwalifiseer.....	34,40	35,25
(b) Leerling:		
Eerste jaar:		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	8,50	9,00
Tweede jaar:		
Eerste ses maande ondervinding.....	9,40	9,60
Tweede ses maande ondervinding.....	9,80	10,00
Derde jaar:		
Eerste ses maande ondervinding.....	10,50	10,75
Tweede ses maande ondervinding.....	12,00	12,25
Vierde jaar:		
Eerste ses maande ondervinding.....	17,25	17,75
Tweede ses maande ondervinding.....	20,60	21,00
Vyfde jaar:		
Eerste ses maande ondervinding.....	24,00	24,75
Tweede ses maande ondervinding.....	28,95	29,75
Daarna die loon in (a) voorgeskryf		
(iv) Snyer; afmerker:		
(a) Gekwalifiseer.....	32,75	33,60
(b) Leerling:		
Eerste jaar:		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	8,50	9,00
Tweede jaar:		
Eerste ses maande ondervinding.....	9,40	9,60
Tweede ses maande ondervinding.....	9,80	10,00
Derde jaar:		
Eerste ses maande ondervinding.....	10,50	10,75
Tweede ses maande ondervinding.....	12,00	12,25
Vierde jaar:		
Eerste ses maande ondervinding.....	17,25	17,75
Tweede ses maande ondervinding.....	20,60	21,00
Vyfde jaar:		
Eerste ses maande ondervinding.....	24,00	24,75
Tweede ses maande ondervinding.....	28,95	29,75
Daarna die loon in (a) voorgeskryf		

	Per week	Per week		Per week	Per week
	R	R		R	R
(v) Interlining cutter, trimmer and tie cutter:			(v) Binnervoeringsnyer, opmaker en dassnyer:		
(a) Qualified.....	20,60	21,00	(a) Gekwalifiseer.....	20,60	21,00
(b) Learner:			(b) Leerling:		
First year			Eerste jaar:		
First six months of experience.....	8,00	8,20	Eerste ses maande ondervinding.....	8,00	8,20
Second six months of experience.....	8,50	9,00	Tweede ses maande ondervinding.....	8,50	9,00
Second year:			Tweede jaar:		
First six months of experience.....	9,40	9,60	Eerste ses maande ondervinding.....	9,40	9,60
Second six months of experience.....	9,80	10,00	Tweede ses maande ondervinding.....	9,80	10,00
Third year:			Derde jaar:		
First six months of experience.....	10,50	10,75	Eerste ses maande ondervinding.....	10,50	10,75
Second six months of experience.....	12,00	12,25	Tweede ses maande ondervinding.....	12,00	12,25
Fourth year:			Vierde jaar:		
First six months of experience.....	13,40	13,75	Eerste ses maande ondervinding.....	13,40	13,75
Second six months of experience.....	14,80	15,20	Tweede ses maande ondervinding.....	14,80	15,20
Fifth year:			Vyfde jaar:		
First six months of experience.....	17,25	17,75	Eerste ses maande ondervinding.....	17,25	17,75
Second six months of experience.....	20,60	21,00	Tweede ses maande ondervinding.....	20,60	21,00
Thereafter the wage specified in (a)			Daarna die loon in (a) voorgeskryf		
(c) If advanced to learner cutter:			(c) Indien bevorder tot leerlingsnyer:		
First six months from date of advancement.....	24,00	24,75	Eerste ses maande na datum van bevordering.....	24,00	24,75
Second six months from date of advancement.....	28,95	29,75	Tweede ses maande na datum van bevordering.....	28,95	29,75
Thereafter wage specified for qualified cutter.....	32,75	33,60	Daarna die loon vir 'n gekwalifiseerde snyer voorgeskryf.....	32,75	33,60
(vi) Layer up:			(vi) Laemaker:		
(a) Qualified.....	13,40	13,75	(a) Gekwalifiseer.....	13,40	13,75
(b) Learner:			(b) Leerling:		
First year:			Eerste jaar:		
First six months of experience.....	8,00	8,20	Eerste ses maande ondervinding.....	8,00	8,20
Second six months of experience.....	8,50	9,00	Tweede ses maande ondervinding.....	8,50	9,00
Second year:			Tweede jaar:		
First six months of experience.....	9,40	9,60	Eerste ses maande ondervinding.....	9,40	9,60
Second six months of experience.....	9,80	10,00	Tweede ses maande ondervinding.....	9,80	10,00
Third year:			Derde jaar:		
First six months of experience.....	10,50	10,75	Eerste ses maande ondervinding.....	10,50	10,75
Second six months of experience.....	12,00	12,25	Tweede ses maande ondervinding.....	12,00	12,25
Thereafter wage specified in (a)			Daarna die loon in (a) voorgeskryf		
(c) If advanced to learner cutter:			(c) Indien bevorder tot leerlingsnyer:		
First six months from date of advancement.....	13,40	13,75	Eerste ses maande na datum van bevordering.....	13,40	13,75
Second six months from date of advancement.....	17,25	17,75	Tweede ses maande na datum van bevordering.....	17,25	17,75
Third six months from date of advancement.....	20,60	21,00	Derde ses maande na datum van bevordering.....	20,60	21,00
Fourth six months from date of advancement.....	24,00	24,75	Vierde ses maande na datum van bevordering.....	24,00	24,75
Fifth six months from date of advancement.....	28,95	29,75	Vyfde ses maande na datum van bevordering.....	28,95	29,75
Thereafter the wage specified for qualified cutter.....	32,75	33,60	Daarna die loon vir 'n gekwalifiseerde snyer voorgeskryf.....	32,75	33,60
(d) If advanced to learner interlining cutter, trimmer or tie cutter:			(d) Indien bevorder tot leerlingbinnevoeringsnyer, -opmaker of -dassnyer:		
First six months from date of advancement.....	13,40	13,75	Eerste sande na des maatum van bevordering.....	13,40	13,75
Second six months from date of advancement.....	14,80	15,20	Tweede ses maande na datum van bevordering.....	14,80	15,20
Third six months from date of advancement.....	17,25	17,75	Derde ses maande na datum van bevordering.....	17,25	17,75
Thereafter qualified rate for interlining cutter, trimmer or tie cutter.....	20,60	21,00	Daarna die loon voorgeskryf vir 'n gekwalifiseerde binnevoeringsnyer, opmaker of dassnyer.....	20,60	21,00
(e) If advanced to fitter up:			(e) Indien bevorder tot pasmaker:		
First six months from date of advancement.....	13,40	13,75	Eerste ses maande na datum van bevordering.....	13,40	13,75
Second six months from date of advancement.....	14,80	15,20	Tweede ses maande na datum van bevordering.....	14,80	15,20
Third six months from date of advancement.....	17,25	17,75	Derde ses maande na datum van bevordering.....	17,25	17,75
Fourth six months from date of advancement.....	18,60	19,10	Vierde ses maande na datum van bevordering.....	18,60	19,10
Fifth six months from date of advancement.....	20,60	21,00	Vyfde ses maande na datum van bevordering.....	20,60	21,00
Thereafter the wage for fitter up.....	25,00	25,75	Daarna die loon vir 'n pasmaker voorgeskryf.....	25,00	25,75
(vii) Clicker:			(vii) Perssnyer		
(a) Qualified.....	21,75	22,25	(a) Gekwalifiseer.....	21,75	22,25
(b) Learner:			(b) Leerling:		
First year:			Eerste jaar:		
First six months of experience.....	9,80	10,00	Eerste ses maande ondervinding.....	9,80	10,00
Second six months of experience.....	12,50	12,75	Tweede ses maande ondervinding.....	12,50	12,75
Second year of experience.....	13,40	13,75	Tweede jaar ondervinding.....	13,40	13,75
Third year of experience.....	15,54	16,00	Derde jaar ondervinding.....	15,54	16,00
Fourth year of experience.....	19,10	19,60	Vierde jaar ondervinding.....	19,10	19,60
Thereafter the wage specified in (a)			Daarna die loon in (a) voorgeskryf		

**PART B
FACTORY OPERATIVES**

	<i>Per week</i> R	<i>Per week</i> R
Female presser:		
(a) Qualified.....	17,25	17,75
(b) Learner:		
<i>First year:</i>		
First six months of experience.....	8,00	8,20
Second six months of experience.....	9,40	9,60
<i>Second year:</i>		
First six months of experience.....	10,50	10,75
Second six months of experience.....	11,75	12,00
<i>Third year:</i>		
First six months of experience.....	13,40	13,75
Second six months of experience.....	14,60	14,95
Thereafter the wage specified in (a)		
Female underpresser:		
(a) Qualified.....	13,60	13,95
(b) Learner:		
<i>First year:</i>		
First six months of experience.....	8,00	8,20
Second six months of experience.....	9,40	9,60
<i>Second year:</i>		
First six months of experience.....	10,50	10,75
Second six months of experience.....	11,25	11,50
<i>Third year:</i>		
First six months of experience.....	11,75	12,00
Second six months of experience.....	12,25	12,50
Thereafter the wage specified in (a)		
(c) If advanced to learner female presser:		
First six months from date of advancement.....	13,60	13,95
Second six months from date of advancement.....	15,00	15,50
Thereafter wage for qualified female presser.....	17,25	17,75
Grade I employee (male):		
(a) Qualified.....	25,00	25,75
(b) Learner:		
<i>First year:</i>		
First six months of experience.....	8,00	8,20
Second six months of experience.....	8,50	9,00
<i>Second year:</i>		
First six months of experience.....	9,40	9,60
Second six months of experience.....	10,50	10,75
<i>Third year:</i>		
First six months of experience.....	12,00	12,25
Second six months of experience.....	13,40	13,75
<i>Fourth year:</i>		
First six months of experience.....	14,80	15,20
Second six months of experience.....	17,25	17,75
<i>Fifth year:</i>		
First six months of experience.....	18,60	19,10
Second six months of experience.....	20,60	21,00
Thereafter the wage specified in (a)		
(c) If advanced to learner supervisor:		
First six months from date of advancement.....	25,00	25,75
Second six months from date of advancement.....	28,95	29,75
Thereafter the qualified rate for male supervisor.....	34,20	35,00
(d) If advanced to learner supervisor from set leader:		
First six months from date of advancement.....	26,00	26,75
Second six months from date of advancement.....	28,95	29,75
Thereafter the wage specified for male supervisor.....	34,20	35,00
Grade II employee (male):		
(a) Qualified.....	15,54	16,00
(b) Learner:		
<i>First year:</i>		
First six months of experience.....	8,00	8,20
Second six months of experience.....	8,50	9,00
<i>Second year:</i>		
First six months of experience.....	9,40	9,60
Second six months of experience.....	10,50	10,75
<i>Third year:</i>		
First six months of experience.....	12,00	12,25
Second six months of experience.....	13,40	13,75
Thereafter the wage specified in (a)		
(c) If advance to Grade I employee (male):		
First six months from date of advancement.....	15,54	16,00

**DEEL B
FABRIEKSWERKERS**

	<i>Per week</i> R	<i>Per week</i> R
Vroulike parser:		
(a) Gekwalifiseer.....	17,25	17,75
(b) Leerling:		
<i>Eerste jaar:</i>		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	9,40	9,60
<i>Tweede jaar:</i>		
Eerste ses maande ondervinding.....	10,50	10,75
Tweede ses maande ondervinding.....	11,75	12,00
<i>Derde jaar:</i>		
Eerste ses maande ondervinding.....	13,40	13,75
Tweede ses maande ondervinding.....	14,60	14,95
Daarna die loon in (a) voorgeskryf		
Vroulike onderparser:		
(a) Gekwalifiseer.....	13,60	13,95
(b) Leerling:		
<i>Eerste jaar:</i>		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	9,40	9,60
<i>Tweede jaar:</i>		
Eerste ses maande ondervinding.....	10,50	10,75
Tweede ses maande ondervinding.....	11,25	11,50
<i>Derde jaar:</i>		
Eerste ses maande ondervinding.....	11,75	12,00
Tweede ses maande ondervinding.....	12,25	12,50
Daarna die loon in (a) voorgeskryf		
(c) Indien bevorder tot leerlingparser, vrou:		
Eerste ses maande vanaf datum van bevordering.....	13,60	13,95
Tweede ses maande vanaf datum van bevordering.....	15,00	15,50
Daarna die loon vir 'n gekwalifiseerde vroulike parser voorgeskryf.....	17,25	17,75
Graad I-werknemer, man:		
(a) Gekwalifiseer.....	25,00	25,75
(b) Leerling:		
<i>Eerste jaar:</i>		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	8,50	9,00
<i>Tweede jaar:</i>		
Eerste ses maande ondervinding.....	9,40	9,60
Tweede ses maande ondervinding.....	10,50	10,75
<i>Derde jaar:</i>		
Eerste ses maande ondervinding.....	12,00	12,25
Tweede ses maande ondervinding.....	13,40	13,75
<i>Vierde jaar:</i>		
Eerste ses maande ondervinding.....	14,80	15,20
Tweede ses maande ondervinding.....	17,25	17,75
<i>Vyfde jaar:</i>		
Eerste ses maande ondervinding.....	18,60	19,10
Tweede ses maande ondervinding.....	20,60	21,00
Daarna die loon in (a) voorgeskryf		
(c) Indien bevorder tot leerlingtoesighouer:		
Eerste ses maande na datum van bevordering.....	25,00	25,75
Tweede ses maande na datum van bevordering.....	28,95	29,75
Daarna die loon vir 'n manlike toesighouer voorgeskryf.....	34,20	35,00
(d) Indien bevorder van spanleier tot leerlingtoesighouer:		
Eerste ses maande na datum van bevordering.....	26,00	26,75
Tweede ses maande na datum van bevordering.....	28,95	29,75
Daarna die loon vir 'n manlike toesighouer voorgeskryf.....	34,20	35,00
Graad II-werknemer, man:		
(a) Gekwalifiseer.....	15,54	16,00
(b) Leerling:		
<i>Eerste jaar:</i>		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	8,50	9,00
<i>Tweede jaar:</i>		
Eerste ses maande ondervinding.....	9,40	9,60
Tweede ses maande ondervinding.....	10,50	10,75
<i>Derde jaar:</i>		
Eerste ses maande ondervinding.....	12,00	12,25
Tweede ses maande ondervinding.....	13,40	13,75
Daarna die loon in (a) voorgeskryf		
(c) Indien bevorder tot graad I-werknemer, man:		
Eerste ses maande na datum van bevordering.....	15,54	16,00

	Per week R	Per week R		Per week R	Per week R
Second six months from date of advancement.....	17,25	17,75	Tweede ses maande na datum van bevoordering.....	17,25	17,75
Third six months from date of advancement.....	18,60	19,10	Derde ses maande na datum van bevoordering.....	18,60	19,10
Fourth six months from date of advancement.....	20,60	21,00	Vierde ses maande na datum van bevoordering.....	20,60	21,00
Thereafter.....	25,00	25,75	Daarna.....	25,00	25,75
Grade I employee, female:			Graad I-werknemer, vrou:		
(a) Qualified.....	15,54	16,00	(a) Gekwalifiseer.....	15,54	16,00
(b) Learner other than those engaged in operating a conveyor:			(b) Leerling, uitgesonderd diene wat 'n vervoertoestel bedien		
First year:			Eerste jaar:		
First six months of experience.....	8,00	8,20	Eerste ses maande ondervinding.....	8,00	8,20
Second six months of experience.....	8,50	9,00	Tweede ses maande ondervinding.....	8,50	9,00
Second year:			Tweede jaar:		
First six months of experience.....	9,40	9,60	Eerste ses maande ondervinding.....	9,40	9,60
Second six months of experience.....	10,50	10,75	Tweede ses maande ondervinding.....	10,50	10,75
Third year:			Derde jaar:		
First six months of experience.....	12,00	12,25	Eerste ses maande ondervinding.....	12,00	12,25
Second six months of experience.....	13,40	13,75	Tweede ses maande ondervinding.....	13,40	13,75
Thereafter the wage specified in (a)			Daarna die loon in (a) voorgeskryf		
(c) Learner engaged in operating a conveyor:			(c) Leerling wat 'n vervoertoestel bedien:		
First year:			Eerste jaar:		
First six months of experience.....	8,50	9,00	Eerste ses maande ondervinding.....	8,50	9,00
Second six months of experience.....	8,80	9,20	Tweede ses maande ondervinding.....	8,80	9,20
Second year:			Tweede jaar:		
First six months of experience.....	9,80	10,00	Eerste ses maande ondervinding.....	9,80	10,00
Second six months of experience.....	11,00	11,30	Tweede ses maande ondervinding.....	11,00	11,30
Third year:			Derde jaar:		
First six months of experience.....	12,00	12,25	Eerste ses maande ondervinding.....	12,00	12,25
Second six months of experience.....	13,40	13,75	Tweede ses maande ondervinding.....	13,40	13,75
Thereafter the wage specified in (a)			Daarna die loon in (a) voorgeskryf		
(d) If advanced to learner supervisor:			(d) Indien bevorder tot leerlingtoesighoudster:		
First six months from date of advancement	15,54	16,00	Eerste ses maande na datum van bevoordering.....	15,54	16,00
Second six months from date of advancement.....	18,60	19,10	Tweede ses maande na datum van bevoordering.....	18,60	19,10
Thereafter the wage specified for female supervisor.....	22,45	23,00	Daarna die loon vir 'n toesighoudster voorgeskryf.....	22,45	23,00
(e) If advanced from set leader to learner supervisor:			(e) Indien bevorder van spanleier tot leerlingtoesighoudster:		
First six months from date of advancement	16,50	16,90	Eerste ses maande na datum van bevoordering.....	16,50	16,90
Second six months from date of advancement.....	18,60	19,10	Tweede ses maande na datum van bevoordering.....	18,60	19,10
Thereafter the wage specified for female supervisor.....	22,45	23,00	Daarna die loon vir 'n toesighoudster voorgeskryf.....	22,45	23,00
Grade II employee, female:			Graad II-werknemer, vrou:		
(a) Qualified.....	11,75	12,00	(a) Gekwalifiseer.....	11,75	12,00
(b) Learner:			(b) Leerling:		
First year:			Eerste jaar:		
First six months of experience.....	8,00	8,20	Eerste ses maande ondervinding.....	8,00	8,20
Second six months of experience.....	8,50	9,00	Tweede ses maande ondervinding.....	8,50	9,00
Second year:			Tweede jaar:		
First six months of experience.....	9,40	9,60	Eerste ses maande ondervinding.....	9,40	9,60
Second six months of experience.....	9,80	10,00	Tweede ses maande ondervinding.....	9,80	10,00
Third year:			Derde jaar:		
First six months of experience.....	10,50	10,75	Eerste ses maande ondervinding.....	10,50	10,75
Second six months of experience.....	11,00	11,30	Tweede ses maande ondervinding.....	11,00	11,30
Thereafter the wage specified in (a)			Daarna die loon in (a) voorgeskryf		
(c) If advanced to Grade I employee, female:			(c) Indien bevorder tot graad I-werknemer, vrou:		
First six months from date of advancement	12,00	12,25	Eerste ses maande na datum van bevoordering.....	12,00	12,25
Second six months from date of advancement.....	13,40	13,75	Tweede ses maande na datum van bevoordering.....	13,40	13,75
Thereafter.....	15,54	16,00	Daarna.....	15,54	16,00
Operator of measuring and passing machine:			Bediener van 'n meet- en deurlaatmasjien:		
(a) Qualified.....	15,54	16,00	(a) Gekwalifiseer.....	15,54	16,00
(b) Learner:			(b) Leerling:		
First year:			Eerste jaar:		
First six months of experience.....	8,00	8,20	Eerste ses maande ondervinding.....	8,00	8,20
Second six months of experience.....	8,50	9,00	Tweede ses maande ondervinding.....	8,50	9,00
Second year:			Tweede jaar:		
First six months of experience.....	9,40	9,60	Eerste ses maande ondervinding.....	9,40	9,60
Second six months of experience.....	10,50	10,75	Tweede ses maande ondervinding.....	10,50	10,75
Third year:			Derde jaar:		
First six months of experience.....	12,00	12,25	Eerste ses maande ondervinding.....	12,00	12,25
Second six months of experience.....	13,40	13,75	Tweede ses maande ondervinding.....	13,40	13,75
Thereafter the wage specified in (a)			Daarna die loon in (a) voorgeskryf		
Messenger and/or errand boy:			Bode en/of loopjonge:		
(a) Qualified.....	10,50	10,75	(a) Gekwalifiseer.....	10,50	10,75
(b) Learner:			(b) Leerling:		
First year:			Eerste jaar:		
First six months of experience.....	8,00	8,20	Eerste ses maande ondervinding.....	8,00	8,20
Second six months of experience.....	8,50	9,00	Tweede ses maande ondervinding.....	8,50	9,00

	Per week R	Per week R
<i>Second year:</i>		
First six months of experience.....	9,40	9,60
Second six months of experience.....	9,80	10,00
Thereafter the wage specified in (a)		
<i>Male underpresser:</i>		
(a) Qualified.....	20,60	21,00
(b) Learner:		
First year:		
First six months of experience.....	8,00	8,20
Second six months of experience.....	9,40	9,60
Second year:		
First six months of experience.....	10,25	10,50
Second six months of experience.....	11,00	11,25
Third year:		
First six months of experience.....	11,50	12,00
Second six months of experience.....	12,25	12,75
Fourth year:		
First six months of experience.....	13,40	13,75
Second six months of experience.....	14,80	15,20
Fifth year:		
First six months of experience.....	17,25	17,75
Second six months of experience.....	18,60	19,00
Thereafter the wage specified in (a)		
(c) If advance to learner male presser:		
First six months from date of advancement	20,60	21,00
Second six months from date of advancement.....	22,45	23,00
Thereafter wage specified for Grade I employee, male.....	25,00	25,75

PART C

CLERICAL AND TRAVELLERS

	R	R
<i>Clerical employee, male:</i>		
First year or experience.....	12,90	13,20
Second year of experience.....	16,00	16,40
Third year of experience.....	19,10	19,60
Fourth year of experience.....	22,20	22,80
Fifth year of experience.....	25,30	26,00
Thereafter.....	28,50	29,20
<i>Clerical employee, female:</i>		
First year of experience.....	11,75	12,00
Second year of experience.....	13,60	13,95
Third year of experience.....	15,50	16,00
Fourth year of experience.....	17,45	17,90
Thereafter.....	19,40	19,80
<i>Factory clerk, male:</i>		
First year of experience.....	9,50	9,80
Second year of experience.....	12,20	12,50
Third year of experience.....	14,80	15,20
Fourth year of experience.....	17,45	17,90
Fifth year of experience.....	20,80	21,30
Thereafter.....	24,40	25,00
<i>Factory clerk, female:</i>		
First year of experience.....	9,50	9,80
Second year of experience.....	11,45	12,00
Third year of experience.....	13,40	13,75
Fourth year of experience.....	15,50	16,00
Thereafter.....	17,45	17,90

	Per month R	Per month R
<i>Traveller, male</i>		
First year of experience.....	146,00	150,00
Second year of experience.....	160,00	165,00
Third year of experience.....	170,00	175,00
Fourth year of experience.....	185,00	190,00
Thereafter.....	200,00	205,00
<i>Traveller, female:</i>		
First year of experience.....	96,00	100,00
Second year of experience.....	110,00	112,00
Third year of experience.....	125,00	130,00
Fourth year of experience.....	140,00	145,00
Thereafter.....	155,00	160,00

PART D
GENERAL

	Per week R	Per week R
Boiler attendant.....	13,70	14,00
Belt boy:		
(a) Qualified.....	11,75	12,00
(b) Learner:		
First six months of experience.....	8,00	8,20
Second six months of experience.....	8,50	9,00
Third six months of experience.....	9,40	9,60

	Per week R	Per week R
<i>Tweede jaar:</i>		
Eerste ses maande ondervinding.....	9,40	9,60
Tweede ses maande ondervinding.....	9,80	10,00
Daarna die loon in (a) voorgeskryf		
<i>Manlike onderparser:</i>		
(a) Gekwalifiseer.....	20,60	21,00
(b) Leerling:		
Eerste jaar:		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	9,40	9,60
Tweede jaar:		
Eerste ses maande ondervinding.....	10,25	10,50
Tweede ses maande ondervinding.....	11,00	11,25
Derde jaar:		
Eerste ses maande ondervinding.....	11,50	12,00
Tweede ses maande ondervinding.....	12,25	12,75
Vierde jaar:		
Eerste ses maande ondervinding.....	13,40	13,75
Tweede ses maande ondervinding.....	14,80	15,20
Vyfde jaar:		
Eerste ses maande ondervinding.....	17,25	17,75
Tweede ses maande ondervinding.....	18,60	19,00
Daarna die loon in (a) voorgeskryf		
(c) Indien bevorder tot leerlingparser, man:		
Eerste ses maande na datum van bevordering.....	20,60	21,00
Tweede ses maande na datum van bevordering.....	22,45	23,00
Daarna die loon vir 'n graad I-werknemer man voorgeskryf.....	25,00	25,75

DEEL C

KLERKE EN HANDELSREISIGERS

	R	R
<i>Klerke, mans:</i>		
Eerste jaar ondervinding.....	12,90	13,20
Tweede jaar ondervinding.....	16,00	16,40
Derde jaar ondervinding.....	19,10	19,60
Vierde jaar ondervinding.....	22,20	22,80
Vyfde jaar ondervinding.....	25,30	26,00
Daarna.....	28,50	29,20
<i>Klerke, vroue:</i>		
Eerste jaar ondervinding.....	11,75	12,00
Tweede jaar ondervinding.....	13,60	13,95
Derde jaar ondervinding.....	15,50	16,00
Vierde jaar ondervinding.....	17,45	17,90
Daarna.....	19,40	19,80
<i>Fabrieksklerke, mans:</i>		
Eerste jaar ondervinding.....	9,50	9,80
Tweede jaar ondervinding.....	12,20	12,50
Derde jaar ondervinding.....	14,80	15,20
Vierde jaar ondervinding.....	17,45	17,90
Vyfde jaar ondervinding.....	20,80	21,30
Daarna.....	24,40	25,00
<i>Fabrieksklerke, vroue:</i>		
Eerste jaar ondervinding.....	9,50	9,80
Tweede jaar ondervinding.....	11,45	12,00
Derde jaar ondervinding.....	13,40	13,75
Vierde jaar ondervinding.....	15,50	16,00
Daarna.....	17,45	17,90
<i>Handelsreisiger, man:</i>	Per maand R	Per maand R
Eerste jaar ondervinding.....	146,00	150,00
Tweede jaar ondervinding.....	160,00	165,00
Derde jaar ondervinding.....	170,00	175,00
Vierde jaar ondervinding.....	185,00	190,00
Daarna.....	200,00	205,00
<i>Handelsreisiger, vrou:</i>		
Eerste jaar ondervinding.....	96,00	100,00
Tweede jaar ondervinding.....	110,00	112,00
Derde jaar ondervinding.....	125,00	130,00
Vierde jaar ondervinding.....	140,00	145,00
Daarna.....	155,00	160,00

DEEL D
ALGEMEEN

	Per week R	Per week R
Ketelbediener.....	13,70	14,00
Dryfbandhersteller:		
(a) Gekwalifiseer.....	11,75	12,00
(b) Leerling:		
Eerste ses maande ondervinding.....	8,00	8,20
Tweede ses maande ondervinding.....	8,50	9,00
Derde ses maande ondervinding.....	9,40	9,60

	Per week	Per week
	R	R
Fourth six months of experience.....	9,80	10,00
Fifth six months of experience.....	10,50	10,75
Sixth six months of experience.....	11,00	11,30
Thereafter the wage specified in (a)		
Despatch packer.....	13,60	13,95
Assistant despatch packer.....	12,20	12,50
Foreman or male supervisor:		
(a) Qualified.....	34,20	35,00
(b) Learner:		
First six months of experience.....	25,00	25,75
Second six months of experience.....	28,95	29,75
Thereafter the wage specified in (a)		
Forewoman or female supervisor:		
(a) Qualified.....	22,45	23,00
(b) Learner:		
First six months of experience.....	15,54	16,00
Second six months of experience.....	18,60	19,10
Thereafter the wage specified in (a)		
Unskilled labourer.....	12,90	13,20
Motor vehicle driver of vehicle the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(a) does not exceed 1 360 kg.....	13,50	13,85
(b) exceeds 1 360 kg but not 2 720 kg.....	17,25	17,75
(c) Exceeds 2 720 kg.....	23,90	24,50
Traveller's driver.....	12,90	13,20
Watchman or caretaker.....	13,80	14,10
Tea girl.....	10,50	10,80

(2) *Set leaders*.—In addition to the wages computed in terms of subclause (1) of this clause, any employee when called upon to perform the duties of a set leader, shall receive and be paid an additional R1 per week whilst so employed.

(3) *Bespoke work*.—In addition to the wage payable in terms of subclause (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 10 per cent of the wage prescribed in subclause (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 1 January to 31 March of the calendar year shall be granted such increases with effect from and including the first pay week after 15 February of such year.

When an employee is not in employment during the said pay week he shall become entitled to the increase with effect from the date he is employed.

(b) Likewise and in the same manner all increases which become due during the periods 1 April to 30 June, 1 July to 30 September and 1 October to 31 December of each calendar year shall be granted to employees with effect from and including the first pay week after 15 May, 15 August and 15 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 four 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 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 cutters' scale.

	Per week	Per week
	R	R
Vierde ses maande ondervinding.....	9,80	10,00
Vyfde ses maande ondervinding.....	10,50	10,75
Sesde ses maande ondervinding.....	11,00	11,30
Daarna die loon in (a) voorgeskryf		
Versendingsverpakker.....	13,60	13,95
Assistent-versendingsverpakker.....	12,20	12,50
Voorman of toesighouer:		
(a) Gekwalifiseer.....	34,20	35,00
(b) Leerling:		
Eerste ses maande ondervinding.....	25,00	25,75
Tweede ses maande ondervinding.....	28,95	29,75
Daarna die loon in (a) voorgeskryf		
Voorvrou of toesighoudster:		
(a) Gekwalifiseer.....	22,45	23,00
(b) Leerling:		
Eerste ses maande ondervinding.....	15,54	16,00
Tweede ses maande ondervinding.....	18,60	19,10
Daarna die loon in (a) voorgeskryf		
Ongeskoolde arbeider.....	12,90	13,20
Bestuurder van motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word:		
(a) hoogstens 1 360 kg is.....	13,50	13,85
(b) meer as 1 360 kg maar hoogstens 2 720 kg is.....	17,25	17,75
(c) meer as 2 720 kg.....	23,90	24,50
Handelsreisiger se bestuurder.....	12,90	13,20
Wag of oppasser.....	13,80	14,10
Teemaakster.....	10,50	10,80

(2) *Spanleiers*.—Benewens die loon bereken ingevolge subklousule (1) van hierdie klousule, moet 'n werknemer van wie vereis word om die werksaamhede van 'n spanleier te verrig, 'n bykomende R1 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 is om klere volgens die mate van individuele persone te maak, vir die tyd wat hy aldus werksaam is, 'n bedrag betaal word van 10 persent van die loon wat in subklousule (1) van hierdie klousule voorgeskryf word vir die klas werk wat hy verrig.

(4) *Verhogingsdatums*.—'n Werkgewer moet gedurende elke kalenderjaar die loonsverhogings wat aan sy werknemers verskuldig is op ondergenoemde grondslag betaal:

(a) Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar vir 'n verhoging in aanmerking kom, moet dié verhogings toegestaan word met ingang van en met inbegrip van die eerste betaalweek na 15 Februarie die 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) Net so en op dieselfde wyse 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 en met inbegrip van die eerste betaalweek na 15 Mei, 15 Augustus en 15 November wat binne die onderskeie tydperke val.

(c) Wanneer bereken word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van die werk bygereken word, uitgesonderd afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as vier agtereenvolgende betaalweke en ten opsigte waarvan volledige besonderhede omtrent die naam van die werknemer en die tydperk van afwesigheid binne 14 dae vanaf die datum waarop die werknemer sy werk hervat het, aan die Raad verstrekk is.

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 werkgewer tot 'n graad I-beroep bevorderd word, aangepas word volgens die datum van sodanige bevordering en nie volgens die datum waarop die werknemer gewoonlik haar verhoging sou ontvang het as sy op die graad II-skaal gebly het nie;

(ii) moet die verhogingsdatum van 'n binnevoeringsnyer wat deur sy werkgewer tot leerlingsnyer bevorderd word, aangepas word volgens die datum van sodanige bevordering en nie volgens die datum waarop die werknemer gewoonlik sy verhoging sou ontvang het as hy op die skaal vir 'n binnevoeringsnyer gebly het nie.

(5) Except with the consent of the Council first obtained, no male presser or male under-presser engaged in the industry at the date of coming into operation of this Agreement shall be retrenched, except for any good cause recognised by law as sufficient to summarily terminate the contract of employment without notice, provided that this restriction shall not apply in the case of an employee who leaves the service of the employer concerned of his own accord.

(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 subclause (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 subclause (1); and

(ii) in the case referred to in paragraph (b) not less than one-fifth of the highest weekly wage prescribed in subclause (1) for the higher class:

Provided that where the difference between classes is, in terms of subclause (1) based on experience, sex or age, the provisions of this subclause 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 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 subclause (4) of clause 5, clause 12 and subclause (4) (b) of clause 11, an employee shall be paid the full weekly wage prescribed in subclause (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 subclause (1) of this clause for a supervisor.

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 Agreement whilst such employee is employed by the same employer. The provisions of this subclause 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 8 (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 preceding 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.

(5) Tensy die toestemming van die Raad eers verkry word, mag geen manlike parser of manlike onderparser werksaam in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, afgedank word nie, behalwe om 'n regsgeldige rede om die dienskontrak sonder kennisgewing summier te beëindig: 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 eie beweging verlaat.

(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 skale.*—'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 gebaseer is, die bepaling 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 bepaling van subklousule (4) van klousule 5, 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.

5. BETALING VAN LONE

(1) Niks in hierdie Ooreenkoms mag die loon verminder nie wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is of waarop 'n werknemer op sodanige datum geregtig was, terwyl sodanige werknemer by dieselfde werkgever in diens is. Die bepaling van hierdie subklousule is ook van toepassing op 'n werknemer wie se diens 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 8 (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 oortyd 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 werk, 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 geregtig op sy gewone loon totdat hy betaal word.

(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 subclause (4) of this clause and 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, whenever 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 Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust under the supervision of the Council.

(c) Levies in terms of clause 22 and sick 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 10c 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 ½c 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.

(i) Deductions for cash advanced against wages.

(j) Deductions in respect of repayments on housing loans provided for in clause 8 (v) of the Provident Fund Agreement of the Council.

(k) Where overalls have been provided by an employer to his employee at his request, a weekly instalment not exceeding 50c may be deducted until the cost thereof has been repaid.

(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 subclause (4) hereof, and 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 organised 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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(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 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 subclause shall also apply to any employee who as at the date of such fire, storm, or flood is employed on trial in terms of subclause (8) of clause 18 of this Agreement.

(3) *Loonkoeverte*.—Alle lone moet aan die werknemers oorspronklik word in verskeide koeverte waarop die naam van die werknemer, sy fabrieksnommer en die naam van die werkgever voorkom. Ook die volgende moet op die koeverte voorkom: Die getal ure deur die werknemer gewerk, sy voorgeskrewe weekloon of uurloon aftrekkings ingevolge subklousule (4) van hierdie klousule en klousule 12 (d.w.s. korttyd) en tot op watter datum die loon wat op die koeverte 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 anders as op versoek of op las van sy werkgever, 'n pro rata-bedrag vir die werklike tyd wat verlore gegaan het.

(b) Met die skriftelike toestemming van die werknemer, 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 raad nadat die werkgever daartoe ingestem het om sodanige gelde wat van sy werknemer se loon afgetrek is, te deponeer in 'n trust onder die toesig van die Raad.

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

(d) Bedrag wat 'n werkgever ingevolge 'n wet, ordonnansie of regsproes 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 geregtig op teugbetaling 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 daartoe ingestem het om tee (of ander drank) aan te neem wat deur die werkgever verskaf word, mag 'n bedrag van hoogstens ½c 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 tyd wat verlore gegaan het en meer as twee uur beloop.

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

(i) Aftrekkings ten opsigte van geld wat teen die werknemer se loon voorgeskiet is.

(j) Aftrekkings ten opsigte van terugbetalings op behuisinglenings waarvoor voorsiening gemaak word in klousule 8 (v) van die Voorsorgfondsooreenkoms van die Raad.

(k) Indien 'n werkgever op versoek van sy werknemer aan sodanige werknemer 'n oorpak verskaf, kan 'n paalement van hoogstens 50c per week afgetrek word totdat die koste van die oorpak aan die werkgever terugbetaal is.

(5) Werkgewers wat goedere, van welke aard ook al, aan hul werknemers verskaf, mag nie die bedrae wat daarvoor verskuldig is, van die besoldiging van sodanige werknemers aftrek nie. Besoldiging moet te alle tye, behoudens die bepalings van subklousule (4) hiervan en 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 welke 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 'n premie, geldelike of ander vergoeding vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema ten opsigte waarvan daar regtens van die werkgever vereis word om by te dra.

(8) Wanneer werk in die hele bedryfsinrigting of in 'n deel daarvan tot stilstand kom of onderbreek word weens skade wat veroorsaak is deur 'n brand, storm of oorstroming, moet 'n werkgever aan alle werknemers wat daardeur geraak word, lone vir 'n tydperk van hoogstens twee weke betaal: Met dien verstande dat sodanige betaling 'n betaling ten opsigte van diensbeëindiging insluit wat ingevolge klousule 18 van hierdie Ooreenkoms verskuldig is: Voorts met dien verstande dat, waar werk in die hele bedryfsinrigting of in 'n gedeelte daarvan hervat word binne twee weke vanaf die datum waarop die werk aldus tot stilstand gekom het of onderbreek is, betaling slegs verskuldig is ten opsigte van die werklike tyd wat verlore gaan het vir die werknemers wat daardeur geraak word. Die bepalings van hierdie subklousule is ook van toepassing 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. 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 57 (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. WAGE 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 seven 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 record 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 the trial period of three 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 Council.

8. PROPORTION OF RATIO OF EMPLOYEES

- (1) Cutting room:
 - (a) Where an employer employs four or more cutters in any establishment he shall employ one head cutter at a wage of not less than the wage prescribed in clause 4 (1), Part A (i).
 - (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 subclause (1) of this clause.
- (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.

6. TYDREGISTERS

- (1) Elke werkgewer moet tot tevredeheid van die Raad 'n halfoutomatiese tydregistreerklok of ander registreerstelsel verskaf en moet die werklike tyd waarin elke individuele werknemer in die bedryfsinrigting aanwesig was, buite alle redelike twyfel bereken.
- (2) Elke werknemer moet, tensy deur siekte of 'n ander onvermydelike oorsaak verhinder, dag na dag die werklike tydperk registreer wat hy in die bedryfsinrigting aanwesig was.
- (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 Nywerheidsversoenig, 1956, gehou word vir 'n tydperk van drie jaar na die datum van registrering en moet op versoek beskikbaar gestel word vir inspeksie deur die aangewese agent van die Raad.

7. LOONAANSPOURING, STUKWERK EN TAAKWERK

- (1) Taakwerk word verbied, en werknemers van wie daar vereis word om 'n bepaalde getal produksie-eenhede te produseer, moet werk volgens 'n stukwerk- of aanspooringstelsel soos in hierdie klousule bepaal.
- (2) Geen werkgewer mag 'n werknemer vir stukwerk of volgens 'n ander vorm van loonaanspooring 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 tydwerker in diens was.
 - (ii) Die Sekretaris van die Raad moet binne sewe dae na die invoering van stukwerk of 'n ander vorm van loonaanspooring, in kennis gestel word van die invoering daarvan.
 - (iii) 'n Lys van die stukwerkskale en, in die geval van 'n ander vorm van loonaanspooring, 'n staat wat duidelik aantoon hoe die bonusbetalings bereken sal word, moet onverwyld vertoon en opgeplak gehou word op 'n opvallende plek wat gereedlik vir die werknemers toeganklik is, en die lys en/of staat moet op die plek deur 'n agent van die Raad onderteken word.
 - (iv) Die werknemers wat deur 'n loonaanspooringsskema uitgesonderd 'n gewone stukwerk, geraak word, het die reg om 'n werkkomitee van twee (of dié addisionele getal waartoe die werkgewer instem) te kies, en waar daar 'n werkkomitee aangestel word, moet volle besonderhede van die werklike werking van die skema aan die komitee beskikbaar gestel word.
 - (v) Volle besonderhede van die loonaanspooringsskema, met vermelding van die werksaamhede wat geraak word, die werksaamhede en die punte waarmee daar by die berekening van die werksaamhede rekening gehou word, moet deur die werkgewer bygehou word, en waar veranderings aangebring word, moet die registers van die vorige stelsel vir 'n tydperk van een jaar ná sodanige verandering bewaar word.
 - (vi) Geen besonderhede van die loonaanspooringsskema mag verander word met die doel om 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 geskil 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 drie maande na die inwerkingtreding van die skema.
- Stukwerkskale mag nie sonder die toestemming van die Raad verlaag word nie.
- (vii) Geen loonaanspooringstelsel mag vir 'n tydperk van langer as een maand na 'n proeftydperk van drie maande voortgesit word nie, tensy 'n sertifikaat waarby toestemming daartoe verleen word, aan die Raad verkry is.

8. GETALVERHOUDING VAN WERKNEMERS

- (1) Snykamer:
 - (a) Indien 'n werkgewer vier of meer snyers in 'n bedryfsinrigting in diens het, moet hy een hoofsnier aanstel teen minstens die loon voorgeskryf in klousule 4 (1), Deel A (i).
 - (b) Die getal leerlinge wat vir snykamerwerksaamhede in diens is, mag altesaam hoogstens twee maal die getal gekwalifiseerde snyers, pasmakers, binnevoeringsnyers en opmakers wees.
- (2) (a) 'n Werkgewer moet een gekwalifiseerde manlike masjienwerker of gekwalifiseerde manlike parser of gekwalifiseerde nasienier, binneryger, buiteryger of fatsoeneerder in diens hê voordat hy 'n manlike leerling, uitgesonderd 'n manlike leerlingwerknemer in snykamerwerksaamhede soos voorgeskryf in subklousule (1) van hierdie klousule in 'n werksaamheid in diens mag neem.
- (b) Die getal manlike leerlinge aldus in diens, mag hoogstens twee maal die getal gekwalifiseerde manlike masjienwerkers, parsers, nasieners, buiterygers, binnerygers of fatsoeneerders wees.

(3) For the purpose of computing the ratio or proportion of employees prescribed in subclause (1) of this clause, no employee in receipt of a wage of less than R24 per week from the date of coming into operation of this Agreement to 12 December 1974 and R24,75 per week from 13 December 1974 to 12 December 1975, 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 subclause (1) of this clause) pay—

from the date of coming into operation of this Agreement from 12 December 1974—

(i) not less than 30 per cent of such employees a wage of R15,54 per week or more;

(ii) not less than 25 per cent of such employees a wage of R11,75 per week or more; and

(iii) not more than 45 per cent of such employees a wage lower than R11,75 per week;

from 13 December 1974—

(i) not less than 30 per cent of such employees a wage of R16 per week or more;

(ii) not less than 25 per cent of such employees a wage of R12 per week or more; and

(iii) not more than 45 per cent of such employees a wage lower than R12 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, despatch packers, assistant despatch packers, travellers, travellers drivers, clerical employees, factory clerks, motor vehicle drivers, messengers and/or errand boys, labourers, mechanics and watchmen or caretakers 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) By die berekening van die getalsverhouding van werknemers soos in subklousule (1) van hierdie klousule voorgeskryf, word geen werknemer wat 'n loon van minder as R24 per week vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 12 Desember 1974 en R24,75 per week vanaf 13 Desember 1974 tot 12 Desember 1975 ontvang, geag 'n "gekwalfiseerde werknemer" te wees nie.

(4) Waar 'n werkgever '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 Werkgever moet ten opsigte van die vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd diegene werksaam in die beroepe bedoel in subklousule (1) van hierdie klousule—

vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 12 Desember 1974—

(i) minstens 30 persent van dié werknemers 'n loon van R15,54 of meer per week betaal;

(ii) minstens 25 persent van dié werknemers 'n loon van R11,75 of meer per week betaal; en

(iii) hoogstens 45 persent van dié werknemers 'n loon van minder as R11,75 per week betaal;

vanaf 13 Desember 1974—

(i) minstens 30 persent van dié werknemers 'n loon van R16 of meer per week betaal;

(ii) minstens 25 persent van dié werknemers 'n loon van R12 of meer per week betaal; en

(iii) hoogstens 45 persent van dié werknemers 'n loon van minder as R12 per week betaal.

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

(a) onmiddellik ander werknemers teen die vereiste voorgeskrewe basiese loon in diens neem of, as sodanige werknemers nie beskikbaar is nie;

(b) die voorgeskrewe lone van genoeg werknemers in die gelede van sy laer besoldigde werknemers permanent en in volgorde van hul ondervinding verhoog ten einde die getalsverhouding van die werknemers wat ingevoige 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 gelede van sy laer besoldigde werknemers in volgorde van hul ondervinding verhoog, 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 verkry en te handhaaf, en sodanige tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

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

(8) Vir die toepassing van hierdie klousule word dryfbandherstellers, ketelbedieners, versendingsverpakkers, assistent-versendingsverpakkers, handelsreisigers, handelsreisigers se bestuurders, klerke, fabrieksklerke, bestuurders van motorvoertuie, bodes en/of loopjongens, arbeiders, werktuigkundiges en wagte of oppassers uitgesluit.

9. GEWONE WERKURE, ETENS- EN RUSPOUSES

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

(i) twee en veertig en 'n half uur uitgesonderd etenstye, maar met inbegrip van ruspouses, in 'n bepaalde week van Maandag tot en met Vrydag;

(ii) agt en 'n half uur op 'n bepaalde dag tussen 7.30 v.m. en 6 n.m.;

uitgesonderd 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, afgesien van etenstye en ruspouses soos in hierdie klousule bepaal, aaneenlopend wees.

(3) *Rest intervals.*—(i) Employees not engaged upon a conveyor apparatus.—Every employer shall grant to each of his employees, other than a traveller, traveller's driver, a watchman or caretaker, 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—

(a) fifteen minutes as near as practicable to the middle of each morning work period;

(b) ten minutes as near as practicable to 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 30 minutes daily. All such rest periods shall be reckoned as part of the employee's working hours but not 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 period broken by intervals of less than one hour, other than rest intervals prescribed in subclause (3), the said periods of work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously.

(5) *Savings.*—The provisions of this clause shall not apply to travellers and travellers' drivers, 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 subclause (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—

(a) in excess of the ordinary daily hours prescribed in clause 9; or

(b) before 7.30 a.m. and after 6 p.m. on Monday to Friday, except in the case of boiler attendants, watchmen or caretakers;

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 the previous day; or

(ii) provides such employee with an adequate meal before she has to commence overtime; or

(iii) pays such employee an allowance of 20c to enable the employee to obtain a meal before the overtime is due to commence.

(3) *Ruspouses.*—(i) Werknemers wat nie in verband met 'n vervoertoestel werkzaam is 'nie.—Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n handelsreisiger, handelsreisiger se bestuurder, bestuurder van 'n motorvoertuig of 'n werknemer wat goedere en boodskappe buite die bedryfsinrigting van sy werkgever aflewer, 'n ruspouse van minstens—

(a) vyftien minute toestaan so na as moontlik aan die middel van elke werktydperk in die voormiddag;

(b) tien minute toestaan so na as moontlik aan die middel van elke werktydperk in die namiddag;

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

(ii) *Werkgewers wat in verband met 'n vervoertoestel werkzaam is.*—Aan werknemers wat werk in verband met 'n vervoertoestel verrig, moet daar geskikte ruspouses gedurende werkure toegestaan word, en sodanige ruspouses moet altesaam minstens dertig minute per dag beloop. Alle sodanige ruspouses moet as deel van die werknemer se werkure gereken word, maar geen werk hoege-naamd mag gedurende sodanige ruspouses deur 'n werknemer wat hierdie tipe werkzaamheid verrig, gedoen word nie.

(4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir meer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie: Met dien verstande dat—

(i) as sodanige pouse langer as een uur duur, die tydperk wat dit langer as een uur duur, geag word werkure te wees;

(ii) 'n werknemer van wie daar vereis word of wat toegelaat word om vir twee of meer tydperke wat onderbreek word deur pouses van minder as een uur [uitgesonderd die ruspouses voorgeskryf in subklousule (3)] te werk en wie se werk tydperke altesaam meer as vyf uur beloop, geag word werkzaam te gewees het vir 'n ononderbroke tydperk van meer as vyf uur.

(5) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing nie op handelsreisigers en handelsreisigers se bestuurders; 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 ses dae aaneen sonder 'n vry dag te werk nie: Voort met dien verstande dat die werkgever, in plaas daarvan om sy wag of oppasser dié dag vry te gee, die betrokke werknemer die loon betaal wat hy sou ontvang het hy nie op sodanige dag gewerk nie plus 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 gewone werkure onderneem kan word nie.

10. OORTYDWERK

(1) *Oortydwerk.*—Alle tyd wat—

(a) meer as die gewone daaglikse ure in klousule 9 voorgeskryf;

(b) voor 7.30 v.m. en na 6 n.m. op Maandag tot Vrydag, uitgesonderd in die geval van ketelbedieners, wagte of oppassers;

gewerk word, word geag oortydwerk te wees.

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

(ii) *Vroulike werknemers.*—(a) Daaglikse, weeklikse en jaarlikse.—Geen werkgever mag van 'n vroulike werknemer vereis of haar toelaat om vóór 6 v.m. of ná 6 n.m. op 'n bepaalde 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 werkgever—

(i) die vorige dag 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 20 sent betaal het ten einde haar in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

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 any portion of any such period as is referred to in paragraph (b) or (c) any such employee did not actually work in his employment the presumption established by this subclause 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 15 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 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, one and one-half 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, one and one-half times his piece-work rates;

(c) if a boiler attendant, one and one-half 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-half 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 prior permission of the Council which may impose such conditions as it might deem fit.

Any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with subclause (1). Where an employee is required or permitted to work on a Saturday, his employer shall pay the employee concerned a travelling allowance of not less than 20c.

(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 one-half 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 subclause, 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.

'n Etenspouse van minstens een uur moet tussen die einde van die gewone werkure 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 tydperke waarin 'n werknemer werklik aan die werk is, word hy geag in die diens van 'n werkgever aan die werk te wees—

(a) gedurende 'n tydperk waarin hy ooreenkomstig die ver-eistes van sy werkgever aanwesig is in of by persele waarin die Nywerheid beoefen word;

(b) gedurende 'n tydperk wat hy in of by sodanige persele teenwoordig is; en

(c) gedurende 'n tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, afgesien daarvan of sodanige voertuig bestuur 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), nie werklik gewerk het in die uitvoering van sy diens nie, die vermoede wat by hierdie subartikel geskep word, nie in verband met daardie tydperk op daardie werknemer van toepassing is nie.

(4) Oortyd loop daagliks op en moet dag vir dag bereken word as tyd gewerk na voltooiing van die gewone daaglikse werkure van 'n bedryfsinrigting. Waar daar van 'n werknemer vereis word om oortyd vir minder as vyftien minute te werk, moet daar vir alle sodanige oortydwerk betaal word as 'n kwartier se oortydwerk.

(5) Die bepalinge omtrent oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd handelsreisigers en handelsreisigers se bestuurders.

11. BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) *Oortydwerk*.—'n Werkgever 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 stukwerkloon;

(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 op Saterdag verrig word sonder dat die toestemming van die Raad vooraf verkry is nie. Die Raad mag dié voorwaardes neerlê wat hy goed dink.

Alle tyd wat op Saterdag gewerk word, word geag oortyd te wees waarvoor daar ooreenkomstig subklousule (1) betaal moet word: Waar daar van 'n werknemer vereis of hy toegelaat word om op 'n Saterdag te werk, moet die werkgever die betrokke werknemer 'n reistoelae van minstens 20 sent betaal.

(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 vier 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 vier uur aldus werk, minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens 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 sewe dae vanaf sodanige Sondag een werkdag, en wel '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 subklousule, 'n stukwerkneminstens 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 vakansiedae 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, Hemelvaartsdag, Gesinsdag, Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag, Setlaarsdag en Krugerdag.

(b) *Van Riebeeck Day*.—Where an employee is instructed not to report for work on Van Riebeeck Day he shall not be entitled to any payment in respect of such day.

Where, however, an employee is required or permitted to work on such day, he shall receive payment for time worked at the rate of time and a half calculated in accordance with subclause (1).

(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-holiday, 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 and travellers' drivers.

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 subclause (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) An employee whether on time or piece-work, who 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) Where 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 subclause shall include the provision of milk and sugar for mixing with such tea (or other beverage).

(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 15 years*.—No employer shall employ any person under the age of 15 years.

(2) *Prohibition in respect of certain females*.—(a) A female shall not be required or permitted to use an iron of more than 4 kg in mass.

(b) A female despatch packer or assistant despatch packer shall not be required or permitted to move any parcel or bale of more than 10 kg in mass.

(3) *Non-members of trade union*.—No members of the employers' organisation shall give employment for a period of longer than one month to any employee who is not a member of the trade union: Provided that the provisions of this subclause 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 30 days of such refusal for exemption from the operation of this subclause;

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

(b) *Van Riebeeckdag*.—Waar 'n werknemer opdrag ontvang om hom nie op Van Riebeeckdag vir werk aan te meld nie, is hy nie op betaling ten opsigte van dié dag geregtig nie.

Waar daar egter van 'n werknemer vereis word of waar hy toegelaat word om op dié dag te werk, moet hy betaling ontvang vir die tyd gewerk teen 1½ keer sy gewone loon soos bereken ooreenkomstig subklousule (1).

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

(6) *Paasnaveek*.—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 Donderdagmiddae gewerk word. Waar daar op sodanige halfdag vakansie met besoldiging gewerk word, moet die werknemers, benewens betaling vir sodanige halfdag vakansie, ook oortydbetaling ontvang vir tyd ná 1 nm. gewerk.

(7) *Voorbehoudsbepalings*.—Die bepalinge van hierdie klousule is nie van toepassing nie op handelsreisigers en handelsreisigers se bestuurders.

12. KORTTYD

(1) 'n Werkgewer 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 werknemers in alle seksies of afdelings van die betrokke bedryfsinrigting goed bekend en geredelik vir hulle toeganklik is.

(2) 'n Werknemer wat nie kennis ooreenkomstig die bepalinge van subklousule (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) 'n Werknemer, afgesien daarvan of hy op 'n tyd- of stukwerkgrondslag werksaam is, wat hom op 'n bepaalde dag by die bedryfsinrigting aanmeld op las van die werkgewer 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 werkgewer verskaf word, mag hoogstens 'n halfsent per koppie van die loon van die werknemer wat sodanige tee (of dergelyke 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 ingestem het om die tee (of ander drank) te ontvang.

Waar daar in hierdie subklousule van "tee" melding gemaak word, word ook die verskaffing van meld en sukker wat met sodanige tee (of ander drank) gebruik word, bedoel.

(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 vir sy werknemers beskikbaar stel reg aan die begin van elke ruspouse en ook gedurende die etenspouse.

14. INDIENSNEMING VAN SEKERE PERSONE VERBODE

(1) *Persone onder die ouderdom van 15 jaar*.—Geen werk-gewer mag enigeen onder die ouderdom van 15 jaar in diens neem nie.

(2) *Verbod ten opsigte van sekere vroue*.—(a) Van 'n vrou mag nie vereis en sy mag nie toegelaat word om 'n strykyster te gebruik met 'n massa van meer as 4kg nie.

(b) Van 'n vroulike versendingsverpakker of assistent-versendingsverpakker mag nie vereis en sy mag nie toegelaat word om 'n pakket of baal met 'n massa van meer as 10 kg te verskuif nie.

(3) *Nie-lede van vakvereniging*.—'n Werknemer wat nie lid van die vakvereniging is nie, mag nie deur 'n lid van die werkgewers-organisasies vir langer as een maand in diens geneem word nie: Met dien verstande dat die bepalinge 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 afdoende rede, as die aansoeker binne 30 dae na sodanige weiering by die Raad aansoek gedoen het om vrystelling van die bepalinge van hierdie klousule;

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

(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.*—Subject to the provisions of subclause (7) of this clause, every employee shall between 15 December of each year and 14 January of the following year be granted at least three consecutive weeks' annual leave made up as follows and shall in respect of such leave be paid:

(i) In the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer—

(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) In the case of an employee who on the date of closing of the establishment for the prescribed annual leave period has not completed one year's continuous employment with his employer and whose employment has not been terminated—

(a) for each completed month of employment in that year and 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:

Provided that 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 employment calculated from 15 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 employment terminates immediately before any of the paid public holidays mentioned in subclause (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:

One working day in respect of each completed month of employment (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 employment terminates and if any paid public holiday falls within such added period it shall be paid for, and provided further that—

(a) where the employment of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognised by law as sufficient as referred to in paragraph (a) of subclause (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 subclause (1) of this clause, which falls after the date of termination of employment;

(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 subclause (1) (i) of this clause unless such paid public holidays fall within an extended period calculated in the manner set out herein.

(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 drie maande vanaf die datum van sy indiensneming in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalinge van hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) *Jaarlikse verlof.*—Behoudens die bepalinge van subklousule (7) van hierdie klousule, moet elke werknemer tussen 15 Desember elke jaar en 14 Januarie van die daaropvolgende jaar jaarliks minstens drie agtereenvolgende weke verlof toegestaan word wat soos volg saamgestel is en waarvoor hy soos volg betaal moet word:

(i) In die geval van 'n werknemer wat op die laatste dag waarop sy verlof mag begin, minstens een jaar ononderbroke in diens van sy werkgever was—

(a) twaalf gewone werkdade teen volle besoldiging;

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

(c) indien Geloftegedag binne die jaarlikse verloftydperk val, moet dit ook ooreenkomstig die bepalinge van klousule 11 (4) van die Ooreenkoms as 'n openbare vakansiedag met besoldiging beskou word en moet die jaarlikse verloftydperk aldus met een dag verleng word.

(ii) In die geval van 'n werknemer wat op die sluitingsdatum van die bedryfsinrigting vir die voorgeskrewe jaarlikse verloftydperk nog nie een jaar ononderbroke by sy werkgever in diens was nie en wie se diens nie beëindig is nie—

(a) vir elke voltooiide 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 verloftydperk gesluit is:

Geloftegedag, Kersdag, Tweede Kersdag en Nuwejaarsdag, 'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag:

Met dien verstande dat by diensbeëindiging 'n werknemer besoldiging in plaas van verlof moet ontvang wat soos volg bereken word: Een dag se loon ten opsigte van elke voltooiide maand diens bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die kortste tydperk.

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

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

Een werkdag ten opsigte van elke voltooiide maand diens (bereken vanaf die dag waarop die werknemer laas op verlof geregtig was) van die datum van indiensneming, naamlik die kortste tydperk) word gevoeg by die datum waarop die werknemer se diens beëindig word, en as 'n openbare vakansiedag met besoldiging binne sodanige bygevoegde tydperk val, moet daarvoor betaal word: Voorts met dien verstande dat—

(a) waar 'n werkgever 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 te eniger tyd gedurende Desember van 'n bepaalde jaar, sodanige werknemer een dag se besoldiging betaal moet word ten opsigte van elkeen van die openbare vakansiedae in paragraaf (i) van subklousule (1) van hierdie klousule bedoel, wat na die datum van diensbeëindiging val;

(b) waar 'n werknemer aan sy werkgever kennis gee van sy voorneme om sy diens te eniger tyd gedurende Desember in 'n bepaalde 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 bepalinge van hierdie klousule bereken.

(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 subclause (1) and in paragraph (i) hereof falling on a Saturday, and 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 subclause (2) (v) plus, in addition, one and one-half 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 subclause (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 subclause (1) or subclause (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 subclause (1) of this clause.

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

(7) *Clerical employees, maintenance personnel and watchmen or caretakers.*—An employer may make mutual arrangements with his clerical employees, maintenance personnel, watchmen or caretakers to take their annual holiday at a period other than between the 15 December and the ensuing 14 January, as provided for in subclause (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.

"maintenance personnel" means employees who are engaged in making repairs or adjustments to machinery or equipment including the installation of such machinery or equipment and who may effect cleaning, repairs or renovations to buildings.

(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 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 subclause (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

(iii) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartsdag, Gesinsdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgever hom minstens sy gewone uurloon betaal ten opsigte van die totale tydperk op sodanige dag gewerk benevens 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 subklousule (1) en in paragraaf (i) hiervan bedoel, op 'n Saterdag val, moet 'n werkgever sy werknemer wat nie op sodanige dag werk nie, vyf en 'n half uur se loon betaal benevens 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 daarbenevens een en 'n half maal sy uurloon ontvang vir elke uur op sodanige Saterdag gewerk.

(3) *Verlofbesoldiging.*—Die werkgever moet aan sy werknemer aan wie verlof ingevolge subklousule (1) hiervan toegestaan is, sy besoldiging ten opsigte van sodanige verlof voor of op die laaste werkdag voor die begin van genoemde tydperk betaal, en 'n bedrag wat ingevolge subklousule (1) of (2) aan 'n werknemer betaal word, moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of waarop sy diens beëindig is, na gelang van die geval, 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 'n gegewe datum bereken deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgever, 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 werkgever in diens getree het; of

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

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

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

(7) *Klerke, onderhoudspersoneel en wagte of oppassers.*—'n Werkgever kan onderling met sy klerke, onderhoudspersoneel en wagte of oppassers 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 drie agtereenvolgende weke verlof wat binne drie maande na die einde van die jaar diens waarop dit betrekking het, toegestaan moet word.

"Onderhoudspersoneel" beteken 'n werknemer wat herstel- of verstelwerk aan masjinerie of uitrusting verrig, met inbegrip van die installering van sodanige masjinerie of uitrusting en wat skoonmaak-, herstel- of opknappingswerk aan geboue mag verrig.

(8) *Verlof en diensopsegging 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 'n tydperk waarin 'n werknemer kennis van diensbeëindiging gegee het of gegee is of waarin hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan.

(9) 'n Tydsperk waarin 'n werknemer—

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

(b) weens militêre opleiding hoogstens vier maande lank in 'n bepaalde jaar 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 van vier weke voor die verwagte datum van haar bevalling begin en agt weke na geboorte eindig, in 'n bedryfsinrigting mag werk nie en geen

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 subclause shall cease to apply as from the date fixed by the Council;

shall be deemed to be employment for the purpose of subclauses (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 subparagraph (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 12 months of employment, which is in excess of 30 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 subparagraph (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.

(11) *Extension of annual leave period.*—An employer shall not be entitled to extend the period of annual leave referred to in subclause (1) of this clause without the prior permission of the Council which may impose such conditions as it might deem fit.

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

(1) *Service cards to be produced on engagement.*—Subject to subclause (8) of this clause an employer shall, before engaging an applicant for work, required an applicant to produce a service card issued by the Council in the form of 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 subclause (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 subclause (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 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.

werkgewer 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 binne agt weke na geboorte, is die bepaling van hierdie subklousule met ingang van die datum wat die Raad 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 bepaling van paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae, as die werknemer (maar nie 'n werknemer wat in subparagraaf (ii) bedoel word nie) versuim om, nadat die werkgewer hom daarom versoek het, aan die werkgewer 'n sertifikaat van 'n mediese 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 12 maande diens wat meer as 30 dae beloop;

(ii) van 'n werknemer van wie se werkgewer daar vereis word om ingevolge 'n 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 'n tydperk van afwesigheid soos in subparagraaf (i) bedoel, voor te lê nie.

(10) *Jaarlikse verloftydperk moet vooraf bekendgemaak word.*—Die werkgewer moet minstens een 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 gereedlik vir sy werknemers toeganklik is.

(11) *Verlenging van jaarlikse verloftydperk.*—'n Werkgewer is nie daarop geregtig om die jaarlikse verloftydperk bedoel in subklousule (1) van hierdie klousule te verleng sonder dat die toestemming van die Raad vooraf verkry is nie en die Raad mag dié voorwaardes neerlê wat hy goed dink.

16. INDIENSNEMING, OORPLASING EN DIENSBEÏNDIGING

(1) *Diensverslagkaart moet by indiensneming getoon word.*—Behoudens subklousule (8) van hierdie klousule, moet 'n werkgewer, voordat hy iemand wat om werk aansoek doen, in diens neem, van die aansoeker vereis om 'n diensverslagkaart te toon wat deur die Raad uitgereik is in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

Die werkgewer 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 voorsien word vir "latere ondervinding", en hy moet die kaart veilig bewaar sodat daarmee ter bestemde tyd ooreenkomstig die bepaling van subklousule (2) van hierdie klousule gehandel kan word wanneer die diens van die werknemer beëindig word.

Geen werkgewer mag 'n werknemer wat kragtens hierdie Ooreenkoms daarop geregtig is om 'n siekefondsboek te besit, in diens neem nie, tensy sodanige werknemer aan die werkgewer dié lidmaatskapboek wat deur die Siekefonds van die Kaapse Klerasie-nywerheid uitgereik is, toon as bewys dat sodanige werknemer lid van daardie Fonds is.

By die indiensneming van sodanige werknemer moet die werkgewer 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 Siekefonds uitgereik is, aan die werkgewer oorhandig, en die werkgewer moet in die ruimte wat daarvoor verskaf word, die datum van diensbeëindiging inskryf en sodanige datum parafeer.

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

(2) *Diensverslagkaart moet by diensbeëindiging aan die werknemer terugbesorg word.*—By die diensbeëindiging van 'n werknemer moet die werkgewer die res van die besonderhede, 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 diensverslagkaart invul. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word. As die werknemer ophou werk weens 'n bevalling, moet die woorde "weens bevalling" ingeskryf word op die reël onderkant dié waarop die datum van diensbeëindiging aangeteken word.

(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 engagements referred to in subclause (4) hereunder and a copy of the application shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in paragraph (b) of subclause (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 subclause (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 subclause (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 service record 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 subclause (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.

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.

(3) *Prosedure wanneer werknemer nie, 'n diensverslagkaart indien nie.*—Die werkgever moet onmiddellik by indiensneming 'n aansoekvorm 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 terselfdertyd stuur aan die Sekretaris van die Siekefonds soos in klousule 26 (4) (b) bedoel. Waar die voornemende werknemer nie voorheen in die Klerasiënwyerheid werksaam was nie, moet die werkgever of nie die aansoeker in diens neem nie totdat 'n doktersertifikaat ooreenkomstig subklousule (7) hieronder ingedien is of, as hy die aansoeker sonder sodanige sertifikaat in diens neem, nie so 'n werknemer vir meer as vier weke in sy diens hou nie, tensy 'n doktersertifikaat ooreenkomstig subklousule (7) hiervan gedurende hierdie tydperk ingedien word.

(4) *Weeklikse opgawe van indiensnemings en diensbeëindigings.*—Die werkgever moet elke week voor of op Vrydag 'n opgawe, in tweevoud 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 "NIL"-opgawe ingedien moet word.

(5) *Kennis van oorplasings moet gegee word.*—Elke werkgever moet die Raad binne vyf dae na die einde 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 voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. As daar geen oorplasings was nie, moet 'n "NIL"-opgawe ingedien word.

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

(6) *Skriftelike kennis van diensbeëindiging van 'n werknemer moet gegee word.*—Die werkgever moet, wanneer hy kennis gee van sy voorneme om 'n werknemer te ontslaan, so 'n 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 ingevolge die bepalings van hierdie Ooreenkoms het, vir 'n tydperk van een 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 werkgever in diens geneem word nie, tensy 'n doktersertifikaat van geskiktheid vir diens of onmiddellik voor indiensneming of binne vier (4) weke na die datum van indiensneming van die Tuberkuloseklyniek 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 Siekefonds gestuur word ingeval die werknemer deur die werkgever in diens geneem word.

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

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

Die werkgever moet voor of op die datum waarop sodanige werknemer se diens beëindig word of die datum waarop opghou om te werk, na gelang van die geval, sodanige werknemer voorsien van 'n oningevulde "na-geboorte-ondersoeksertifikaat", en nóg dieselfde werkgever nóg 'n nuwe werkgever 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 Siekefonds daarvan verwittig en die sertifikaat per geregistreerde pos aan hom gestuur word.

Voorrade oningevulde "na-geboorte-sertifikaat" kan van die Sekretaris van die Fonds verkry word.

17. REGISTERKAARTE, WET EN OOREENKOMS

(1) *Registerkaart.*—Elke werkgever 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) 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.
- (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 recognised 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 subclause (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 subclause (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 a 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 subclause, 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 sufficient to meet the full amount of forfeiture referred to in subclause (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.

- (g) Begindatum.
- (h) Vorige ondervinding.
- (i) Nommer van dienssertifikaat of diensverslagkaart.
- (j) Aanvangsloon.
- (k) Verhogingsdatums.
- (l) Voorsorgfondsgroep.
- (m) Datum van toetrede tot Voorsorgfonds.
- (n) Datum waarop Raad in kennis gestel is van eerste aftrekking vir Voorsorgfonds.
- (o) Naam en adres van benoemde vir Voorsorgfonds.
- (p) Datum waarop benoemingsvorm 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 kragtens die Wet uitgevaardig is, in sy bedryfsinrigting opplak en opgeplak hou op '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 bepalings hiervan onbestaanbaar is nie, vir die leiding van die werkgevers en die werknemers uitspreek.

(4) *Vertoning van Fabriekswet en regulasies.*—Ingevolge die bepalings van die Fabriekswet, is dit noodsaaklik dat elke werkgever 'n kopie van die Wet en die regulasies wat daarkragtens opgestel is, opplak en opgeplak hou in 'n opvallende plek wat goed bekend is aan en maklik toeganklik is vir die werknemers wat in sy bedryfsinrigting werksaam is.

18. DIENSBEÏNDIGING

(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 bepalings 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 bepalings van subklousule (8) van hierdie klousule; moet 'n werkgever en sy werknemer in die geval van 'n weekliks besoldigde werknemer mintens een week vooraf en in die geval van 'n maandeliks besoldigde werknemer minstens een maand vooraf kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring 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 bepalings word afwesigheid van werk, sonder dat goedkeuring vooraf verkry is, vir 'n tydperk van ses agtereenvolgende kalenderdae geag 'n beëindiging van die dienskontrak te wees, tensy die werknemer binne sodanige ses dae sy werkgever voorsien het van 'n doktersertifikaat 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 drie dae na ontvangs 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 dié drie 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 ses agtereenvolgende kalenderdae.

(3) Indien die geld wat 'n werkgever aan 'n werknemer 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 bepalings 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.

For the purpose of this subclause any payment which may be due to an employee in terms of subclauses (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 subclause (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 or not more than the number of hours ordinarily worked by the employee, 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 subclause (3).

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

(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 employer 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 subclause (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.

(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, forward 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.

Vir die toepassing van hierdie subklousule word 'n betaling wat ingevolge subklousules (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 kragtens subklousule (1) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(5) *Datum van inwerkingtreding van kennisgewing:* (i) *Weekliks besoldigde werknemers.*—Daar moet voor of op 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 kennisgewingstermyn loop vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie klousule, beteken 'n week kennisgewing 'n werkweek van hoogstens die getal ure wat gewoonlik deur die werknemer gewerk word, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoudsbepaling is van toepassing op die tydperk van kennisgewing soos voorgeskryf of onderling ooreengekom ooreenkomstig die bepalings van subklousule (3).

(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 werkgever kennis te gee vir 'n tydperk gelyk aan die getal dae wat daar in die week voor die kennisgewingweek gewerk is; en

(b) 'n werkgever wat korttyd laat werk, moet 'n werknemer vir dieselfde tydperk kennis gee van die beëindiging van sy dienskontrak.

(8) *Proeftydperke:* (a) *Weeklikse werknemers.*—Die bepalings 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 werkgever of die werknemer die dienskontrak kan beëindig deur vier uur vooraf kennis te gee.

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

19. VRYSTELLINGS

(1) Behoudens subklousule (2) van hierdie klousule, mag die Raad om 'n afdoende rede enige persoon vrystel van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie 'n vrystellingstifikaat 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 dink, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingstifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het al dan nie.

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings 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 stifikaat wat uitgereik word, en waar vrystelling aan 'n werknemer verleen word, moet hy 'n kopie van die stifikaat aan die betrokke werkgever stuur.

(5) 'n Werknemer wat werk ooreenkomstig 'n vrystelling van een of meer van die bepalings 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 rugleunings, deur die Raad goedgekeur, moet aan alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL

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

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;

(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 Work 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 subclause "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.

22. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 2 sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is, en die werkgever 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 werkgever 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 voorgeskryf.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgever 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 na te kom.

24. AGENTE

(1) Die Raad moet een of meer aangewese persone as sy agent of agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee.

'n Agent het die reg om—

(a) 'n perseel of plek waarin die klerasienywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy rede het om te vermoed dat enigeen daar werksaam is;

(b) elke werkgever of werknemer wat hy in of by die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goeiedink, 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 'n kennisgewing, boek, lys of ander dokument wat gehou, vertoon of opgestel 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 ondersoek, na te gaan 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 ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer 'n agent 'n plek of boeke soos in hierdie klousule bedoel, betree, ondersoek of nagaan, mag hy 'n toek of 'n assistent wat deur die Raad aangestel is, met hom saamneem.

(3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet 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 werkgever in die Nywerheid mag werk vir vervaardiging uitbestee nie, uitgesonderd in 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of hy mag ook nie van enigeen vereis of hom toelaat om werk in die Klerasienywerheid namens hom te verrig nie, behalwe—

(a) as 'n werknemer van daardie werkgever, en in so 'n geval moet al die werk wat verrig moet word deur so 'n werknemer, verrig word in die bedryfsinrigting van die werkgever; of

(b) as 'n werknemer van 'n ander werkgever in die Nywerheid aan die werk ooreenkomstig klousule 28 van hierdie Ooreenkoms uitbestee is in verband met die sny, maak en afwerk van klere.

(2) Vir die toepassing van hierdie klousule beteken "werkgever in die Nywerheid" ook 'n persoon wat nie self 'n vervaardiger 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 Klerasienywerheid (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 werkgever is, mag aan 'n ander werkgever of persoon snypatrone of patrone wat deur sy werkgever gebruik word aan 'n ander werkgever of persoon openbaar maak nie.

(4) Geen werkgever mag 'n werknemer van 'n ander werkgever oorreë om snypatrone of patrone wat deur die werkgever van sodanige werknemer gebruik word, openbaar te maak nie.

26. SICK FUND

(1) The Fund established under Government Notice 43 of 9 January 1948, and known as the "Cape Clothing Industry Sick 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 save as provided in subclause (14), each week deduct from the wages of each of his employees, excluding monthly-paid clerical employees and travellers (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) *Group I.*—in the case of an employee earning a wage of less than R9,30 per week: 8c;

(ii) *Group II.*—In the case of an employee earning a wage of R9,30 per week and more but less than R13 per week: 9c;

(iii) *Group III.*—In the case of an employee earning a wage of R13 per week and more but less than R16,01 per week: 10c;

(iv) *Group IV.*—in the case of an employee earning a wage of R16,01 per week and more but less than R25,76 per week: 12c;

(v) *Group V.*—In the case of an employee earning a wage of R25,76 per week and more but less than R35 per week: 15c;

(vi) *Group VI.*—in the case of an employee earning a wage of R35 per week and more: 17c.

(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 14th day of each month, the total amount to the Secretary of the Council, P.O. Box 1536, Cape Town.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors shall be submitted in the form of Annexure G to this Agreement.

(d) Upon receipt of the first 13 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:

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) 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 authorise investment of funds in terms of section 21 (3) of the Act.

26. SIEKEFONDS

(1) Die Fonds wat by Goewermenskennisgewing 43 van 9 Januarie 1948 gestig is en bekend staan as die "Siektebystandsfonds van die Kaapse Klerasienswerheid" (hieronder die "Fonds" genoem), word hierby voortgesit.

(2) Die Fonds moet ooreenkomstig en ingevolge die reëls van genoemde Fonds soos deur die Raad goedgekeur, geadminestreer 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 Voorsitter en die Ondervoorsitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel is, moet daar 'n sekondus aangestel word op die manier 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, behoudens die bepaling van subklousule (14), elke week van die loon van elkeen van sy werknemers, uitgesonderd klerke wat maandeliks betaal word en handelsreisigers (hieronder 'n "bydraer" genoem), vir die minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd aldus gewerk, die volgende aftrek:

(i) *Groep I.*—In die geval van 'n werknemer wat 'n loon van minstens R9,30 per week ontvang: 8c.

(ii) *Groep II.*—In die geval van 'n werknemer wat 'n loon van R9,30 en meer maar minder as R13 per week ontvang: 9c;

(iii) *Groep III.*—In die geval van 'n werknemer wat 'n loon van R13 en meer maar minder as R16,01 per week ontvang: 10c;

(iv) *Groep IV.*—In die geval van 'n werknemer wat 'n loon van R16,01 en meer maar minder as R25,76 per week ontvang: 12c;

(v) *Groep V.*—In die geval van 'n werknemer wat 'n loon van R25,76 en meer maar minder as R35 per week ontvang: 15c;

(vi) *Groep VI.*—In die geval van 'n werknemer wat 'n loon van R35 en meer per week ontvang: 17c.

(b) By die bedrag aldus in elke geval 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.

(c) Die totale bedrag wat maandeliks deur die werkgewer aangestuur word en wat sy betalings en die aftrekkings van die lone van bydraers verteenwoordig, moet voorgelê word in die vorm van Aanhangsel G van hierdie Ooreenkoms.

(d) (i) By ontvangs van die eerste 13 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 verstrek:

- (a) Die volle naam van die werkgewer;
- (b) die volle naam van die bydraer;
- (c) die Fondsnommer van die bydraer.

Die Sekretaris moet daarna of die bydraer in kennis stel om die boek te gaan aflaai—en die boek moet dan, nadat die bydraer dit in die teenwoordigheid van 'n beambte van die Fonds onderteken het, aan die bydraer oorhandig word—of die boek aan die werkgewer stuur vir oorhandiging aan die bydraer, en in so 'n geval is dit die plig van die werkgewer om te verseker dat die bydraer die boek onmiddellik by ontvangs daarvan onderteken en 'n ontvangsbewys daarvoor gee wat die werkgewer 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 Klerasienswerheid (Kaap) geopen moet word in 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 belê word.

(f) The Committee shall appoint an auditor for the Fund, who shall be a registered 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 30 June and 31 December of each year, and the auditor's report shall be made available not later than 30 September and 31 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 R50 000.

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

(5) (a) 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) *Group I.*—In the case of an employee earning less than a wage of R9,30 per week: R3,50 per week;

(ii) *Group II.*—In the case of an employee earning a wage of R9,30 per week and more but less than a wage of R13 per week: R5 per week;

(iii) *Group III.*—In the case of an employee earning a wage of R13 per week and more but less than R16,01 per week: R6 per week;

(iv) *Group IV.*—In the case of an employee earning a wage of R16,01 per week and more but less than R25,76 per week: R9 per week;

(v) *Group V.*—In the case of an employee earning a wage of R25,76 per week and more but less than R35 per week: R13 per week;

(vi) *Group VI.*—In the case of an employee earning a wage of R35 per week and more: R17 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 not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and is not an accident, illness or disease in respect of which compensation is payable in terms of (i) the Workmen's Compensation Act, 1941, but excluding any period of absence due to such accident, illness or disease in respect of which no disablement payment is payable in terms of that Act; (ii) the Motor Vehicle Insurance Act, 1942.

(b) (i) No benefits shall be paid in respect of any absence of two days or less, but if such absence continues for more than two consecutive days, benefits shall be paid for the full period of such absence upon production of a medical certificate.

(ii) A contributor shall not qualify for benefits in terms of this subclause unless he has contributed to the Fund for a period of not less than 13 weeks.

(iii) Benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from 1 January, be paid benefits for a longer period than that prescribed in subclause (a) (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 shall again contribute to the Fund for a period of 13 weeks before any benefits can be claimed.

(v) Where a contributor withdraws the money standing to his credit from the Cape Clothing Industry Provident Fund, and provided such payment is made due to the employee leaving the Industry as a result of serious ill-health or incapacity prior to reaching the age for retirement from the Cape Clothing Industry Provident Fund (i.e. 60 years of age in the case of males and 55 years of age in the case of females), such employee shall be entitled to free medical treatment from any one of the Fund's Medical Officers and free medicines supplied by such Medical Officer during the period of 26 weeks calculated from the date such employee leaves the Industry.

(vi) Pregnancy shall not be regarded as an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund.

(f) Die Komitee moet 'n ouditeur vir die Fonds aanstel wat 'n geregistreerde rekenmeester moet wees, en die Komitee moet sy besoldiging bepaal, wat uit die Fonds betaal moet word. Die rekeninge van die Fonds moet geouditeer word vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, en die ouditeursverslag moet onderskeidelik voor of op 30 September en 31 Maart beskikbaar gestel word. 'n Kopie van die rekeningstaat, tesame met die ouditeursverslag, moet aan die Sekretaris van Arbeid deurgestuurd 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 krediet van die Fonds staan, daal tot minder as R50 000.

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

(5) (a) Gedurende tydperke waarin bydraers weens siekte van hul werk afwesig is, moet ondergenoemde bystand aan bydraers van die Fonds betaal word: Met dien verstande dat aansoeke om bystand aan die reëls moet voldoen:

(i) *Groep I.*—In die geval van 'n werknemer wat 'n loon van minder as R9,30 per week ontvang: R3,50 per week;

(ii) *Groep II.*—In die geval van 'n werknemer wat 'n loon van R9,30 en meer maar minder as R13 per week ontvang: R5 per week;

(iii) *Groep III.*—In die geval van 'n werknemer wat 'n loon van R13 en meer maar minder as R16,01 per week ontvang: R6 per week;

(iv) *Groep IV.*—In die geval van 'n werknemer wat 'n loon van R16,01 en meer maar minder as R25,76 per week ontvang: R9 per week;

(v) *Groep V.*—In die geval van 'n werknemer wat 'n loon van R25,76 en meer maar minder as R35 per week ontvang: R13 per week;

(vi) *Groep VI.*—In die geval van 'n werknemer wat 'n loon van R35 en meer per week ontvang: R17 per week:

Met dien verstande dat hierdie bystand vir 'n tydperk van hoogstens ses 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 bystand, beteken "siekte" 'n ongesteldheid, kwaal of siekte wat nie aan wangedrag of die buitensporige gebruik van sterk drank of verdowingsmiddels te wyte is nie en nie 'n ongeluk, ongesteldheid of siekte is ten opsigte waarvan daar skadeloosstelling ingevolge (i) die Ongevalwet, 1941, maar uitgesonderd 'n tydperk van afwesigheid as gevolg van sodanige ongeluk, ongesteldheid of siekte waarvoor daar geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie, en (ii) die Motorvoertuigassuransiewet, 1942, betaalbaar is nie.

(b) (i) Geen bystand word betaal ten opsigte van afwesigheid van twee dae of minder nie, maar indien sodanige afwesigheid langer as twee agtereenvolgende dae duur, word bystand vir die volle tydperk van sodanige afwesigheid betaal by voorlegging van 'n mediese sertifikaat.

(ii) 'n Bydraer is nie op bystand ingevolge hierdie subklousule geregtig nie, tensy hy vir 'n tydperk van minstens 13 weke tot die Fonds bygedra het.

(iii) Bystand mag nie oploep nie en aan geen bydraer mag daar in 'n siklus van een kalenderjaar, gereken met ingang van 1 Januarie, bystand vir 'n langer tydperk as dié voorgeskryf in subklousule (a) (d.w.s. ses weke teen die volle voorgeskryfde tarief en drie weke teen die helfte van die voorgeskryfde tarief) betaal word nie.

(iv) Indien 'n bydraer sy werk in die Nywerheid verlaat met die doel om werk buite die Nywerheid te aanvaar, verbeur hy alle aanspraak op die Fonds. Indien so 'n bydraer weer tot die Nywerheid toetree, moet hy weer vir 'n tydperk van 13 weke tot die Fonds bydra voordat bystand geëis kan word.

(v) Waar 'n bydraer die geld wat in sy krediet staan uit die Voorsorgfonds vir die Klerasiennywerheid (Kaa) trek, en mits dié betaling geskied aan 'n werknemer wat die Nywerheid verlaat weens 'n ernstige siekte of ongeskiktheid voor hy die aftreeouderdom van die Voorsorgfonds vir die Klerasiennywerheid (Kaa) bereik (dit wil sê die ouderdom van 60 jaar in die geval van mans en 55 jaar in die geval van vrouens), is so 'n werknemer geregtig op gratis mediese behandeling deur enigen van die Fonds se mediese beamptes en gratis medisyne wat deur so 'n mediese beampte verskaf word gedurende die tydperk van 26 weke, gereken vanaf die datum waarop dié werknemer die Nywerheid verlaat.

(vi) Vir die doel van bystand, word swangerskap nie as 'n "siekte" beskou nie en slegs een besoek aan die dokter op koste van die Fonds word toegelaat.

(vii) No claim for Sick Pay shall be recognised 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 in respect of a contributor shall be paid by the Committee, which shall also pay the cost of operating the Assisted Optical Scheme referred to in subclause (8) and the dental surgeries referred to in subclause (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 subclause (5) (b) (iii) of this clause and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(7) *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.

(8) *Optical clinic.*—The Fund shall provide and equip an optical clinic where employees may be tested by means of an ortho-rater 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.

(9) *Dental surgeries.*—The Fund shall provide and equip one or more dental surgeries for the benefit of contributors.

A contributor shall make a payment not exceeding R0,30 per tooth extracted and pay not more than the following percentages of the charge submitted by a dental mechanician for dentures, partial dentures or repairs to dentures which have been prescribed by the Fund's Dental Surgeon:

(i) Contributors who have completed 10 years' membership of the Fund; 60 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures;

(ii) contributors who have completed five years' membership of the Fund; 80 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures;

(iii) contributors who have less than five years' membership of the Fund; 100 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures.

The Management Committee may determine the contributor's payment towards the cost of any other dental treatment: Provided that no contributor shall be required to pay towards the cost of the treatment of dental caries, or x-rays taken, as prescribed by the Fund's Dental Surgeon.

(10) 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 12 months of the date of expiry of this Agreement.

(11) In the event of dissolution of the Council, or in the event of its ceasing to function during any period in which this Agreement is binding; in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose; provided,

(vii) Geen eis vir siektebesoldiging word na verloop van ses (6) kalendermaande, gereken vanaf die datum van geskiktheid vir werk soos op die doktersertifikaat gemeld, in aanmerking geneem 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 farmaseutiese benodigdhede wat gelewer of verskaf is ten opsigte van 'n bydraer, deur mediese 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 wat die oogklinik soos in subklousule (8) bedoel en die tandheelkundige spreekkamers in subklousule (9) bedoel.

Sodanige koste is betaalbaar ten opsigte van 'n tydperk van hoogstens drie weke in 'n siklus van een jaar, bereken op die manier voorgeskryf in subklousule 5 (b) (iii) van hierdie klousule, en is onderworpe aan die verdere voorwaardes waarop die Bestuurskomitee van tyd tot tyd besluit.

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

(8) *Oogklinik.*—Die Fonds moet 'n oogklinik verskaf en uitrus waar die werknemer deur middel van 'n orthorater 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 klinik te besoek en deur die afspraak met die oogarts na te kom, en wel vir 'n tydperk van hoogstens twee 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 bepaal as die werknemer se bydrae tot die koste van 'n bril, by die Siekefonds deponeer. Sodanige bydraes is ten opsigte van rame van die standaardtipe soos deur die Bestuurskomitee goedgekeur. Waar 'n duurder raam verlang word, moet die addisionele koste daarby betrokke, deur die werknemer gedra word.

(9) *Tandheelkundige spreekkamers.*—Die Fonds moet een of meer tandheelkundige spreekkamers verskaf en uitrus vir die voordeel van die bydraers.

Geen bydraer moet meer as 30c betaal vir 'n tand wat getrek word nie en meer as die volgende persentasies van wat 'n Tandwerktuigkundige vra vir 'n stel valstande of gedeeltelike stel valstande of vir die herstel van valstande wat deur die Fonds se Tandheelkundige voorgeskryf word nie:

(i) Bydraers wat 10 jaar lidmaatskap van die Fonds voltooi het: 60 persent van wat 'n tandwerktuigkundige vra vir 'n stel valstande, 'n gedeeltelike stel valstande of vir die herstel van valstande;

(ii) bydraers wat minder as vyf jaar lidmaatskap van die Fonds voltooi het: 80 persent van wat 'n tandwerktuigkundige vra vir 'n stel valstande of gedeeltelike stel valstande of vir die herstel van valstande;

(iii) bydraers wat minder as vyf jaar lidmaatskap van die Fonds vir 'n stel valstande, 'n gedeeltelike stel valstande of vir die voltooi het: 100 persent van wat 'n tandwerktuigkundige vra herstel van valstande.

Die Bestuurskomitee kan bepaal hoeveel 'n bydraer moet betaal van die koste van enige ander tandheelkundige behandeling: Met dien verstande dat daar van geen bydraer vereis mag word om by te dra tot die koste vir die behandeling van tandbederf of X-straalplate wat volgens die voorskrifte van die Fonds se tandheelkundige geneem word nie.

(10) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Fonds nog deur die Bestuurskomitee geadmistreer word totdat dit gelikwider 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 gelikwider 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 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(11) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee aanhou om die Fonds te administreer, en diegene wat lede van die Komitee is 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

however, than 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 subclause (12) 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.

(12) Upon liquidation of the Fund in terms of subclause (10) 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 general funds of the Council.

(13) (a) The provisions of subclauses (1) to (12) shall not apply to monthly paid clerical employees and travellers; such an employee who is absent from work through incapacity shall be granted by the employer—

(i) in the case of an employee who works a five-day week, not less than 10 working days; and

(ii) in the case of every other employee, not less than 12 working days,

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the remuneration he would have received had he worked during such period: Provided that—

(aa) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee one working day in respect of each completed month of employment;

(bb) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;

(cc) where an employer is by law required to pay fees for hospital or medical treatment in respect of any employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the remuneration due in terms of this subclause in respect of absence on sick leave because of such incapacity;

(dd) the provisions of this subclause shall not apply, in respect of any period of incapacity of an employee in respect of which the employer is by any other law required to pay to the employee an amount of not less than his remuneration.

(b) For the purposes of this subclause—

(i) "employment" includes any period during which an employee—

(aa) is on leave in terms of clause 15;

(bb) is on sick leave in terms of paragraph (a) of this subclause;

(cc) is absent from work on the instructions or at the request of his employer;

(dd) is undergoing military training in pursuance of the Defence Act, 1957 (Act 44 of 1957),

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in the subparagraphs (aa), (bb) and (cc) plus up to four months of any period of military training referred to in the subparagraph (dd) and undergone in that year; and

egter 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 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 te vervul, en sodanige trustee of trustees besit al die bevoegdhede van die Komitee vir dié doel. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms gelikwider word op die manier voorgeskryf in subklousule (12) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig klousule 34 (4) van die Wet verdeel word asof dit deel van algemene fondse van die Raad uitmaak.

(12) By die likwidasie van die Fonds ooreenkomstig subklousule (10), 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 algemene fondse van die Raad gestort word.

(13) (a) Die bepalings van subklousules (1) tot (12) is nie van toepassing nie op klerke wat maandeliks betaal word en handelsreisigers. Die werkgewer moet dié werknemers wat weens ongeskiktheid van die werk afwesig is—

(i) in die geval van 'n werknemer wat 'n vyfdagweek werk, minstens 10 werkdag; en

(ii) in die geval van alle ander werknemers, minstens 12 werkdag,

siekteverlof toestaan gedurende 'n tydperk van 12 agtereenvolgende maande diens by hom en hy moet aan so 'n werknemer ten opsigte van die afwesigheids tydperk kragtens hierdie subklousule, 'n bedrag betaal wat minstens gelyk is aan die besoldiging wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(aa) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens geregtig is op siekteverlof met volle besoldiging van hoogstens, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(bb) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van die werk af vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer mag vereis om 'n sertifikaat te toon wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en as 'n werknemer gedurende 'n tydperk van tot agt weke op twee of meer geleenthede betaling ingevolge hierdie subklousule ontvang het sonder om so 'n sertifikaat te toon, mag sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom vereis om so 'n sertifikaat te toon ten opsigte van alle afwesigheid van die werk af;

(cc) waar daar regtens van 'n werkgewer vereis word om hospitaalgelde of gelde vir mediese behandeling ten opsigte van 'n werknemer te betaal, en hy wel dié gelde ten opsigte van ongeskiktheid betaal, die bedrag wat aldus betaal is, afgetrek mag word van die besoldiging wat ingevolge hierdie subklousule verskuldig is ten opsigte van afwesigheid met siekteverlof weens dié ongeskiktheid;

(dd) die bepalings van hierdie subklousule nie van toepassing is nie ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan die werkgewer ingevolge 'n ander wet verplig is om 'n bedrag aan die werknemer te betaal wat minstens aan sy besoldiging gelyk is.

(b) Vir die toepassing van hierdie subklousule—

(i) beteken "diens" ook 'n tydperk waarin 'n werknemer—

(aa) kragtens klousule 15 met verlof is;

(bb) kragtens paragraaf (a) van hierdie subklousule met siekteverlof is;

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

(dd) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957),

wat altesaam hoogstens 10 weke per jaar behoort ten opsigte van die tydperke bedoel in subparagrafe (aa), (bb) en (cc), plus tot vier maande van 'n tydperk van militêre opleiding bedoel in subparagraaf (dd), wat in daardie jaar ondergaan is; en

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

(14) An employee who is a dependant of a member of any other medical scheme, as defined in the Medical Schemes Act, and in respect of whom exemption has not been granted by the Registrar of Medical Schemes from the provisions of section 38 (2) of the said Act, shall not be required to contribute to the Fund if under the rules of such other scheme that employee is recognised as a dependant of that member and is entitled to the benefits to which that member is entitled, provided that such employee shall be entitled to sick leave and payment in accordance with paragraph (a) of subclause (13).

Such employee shall furnish to the Secretary of the Fund, the particulars set out in Annexure I to this Agreement.

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 14th 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 this 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 this Agreement whether or not such person, firm, company or association of individuals is an employer; the short term "principal" in the following subclause 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 this 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 abatement whatsoever shall be as shown in Annexure I to the Agreement published under Government Notice 429 of 9 March 1956.

29. REGISTRATION OF EMPLOYERS

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of a previous agreement 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.

(ii) beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd 'n siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk weens 'n ongeluk of 'n vergoedingspligtige siekte waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is.

(14) Van 'n werknemer wat 'n afhanklike is van 'n lid van 'n ander mediese skema, soos omskryf in die Wet op Mediese Skemas, en ten opsigte van wie die Registrateur van Mediese Skemas nie vrystelling verleen het nie van die bepalings van artikel 38 (2) van genoemde Wet, word nie vereis om tot die Fonds by te dra nie, indien sodanige werknemer, ingevolge die reëls van sodanige ander skema, as 'n afhanklike van daardie lid erken word en geregtig is op die bystand waarop daardie lid geregtig is: Met dien verstande dat sodanige werknemer op siekteverlof en betaling in ooreenstemming met paragraaf (a) van subklousule (13) geregtig is.

Sodanige werknemer moet die besonderhede uiteensit in Aanhangel I van hierdie Ooreenkoms aan die Sekretaris van die Fonds verstrek.

27. VAKVERENIGINGLEDEGELD

'n Werkgewer moet op die skriftelike versoek van sy werknemer 'n bedrag of bedrae soos in genoemde skriftelike versoek gemeld, weekliks van die werknemer se besoldiging aftrek as lede-gelde van die vakvereniging en moet sodanige bedrag of bedrae wat aldus afgetrek is, aan die sekretaris van genoemde vakvereniging stuur 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 skaal waarteen 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 hierdie Ooreenkoms van toepassing is, is die prinsipaal of aannemer onderworpe aan die minimum lone en voorwaardes wat in hierdie klousule voorgeskryf word.

(2) Vir die toepassing van hierdie klousule beteken—

(a) "prinsipaal" of "aannemer" 'n persoon, firma, maatskappy of vereniging van individue wat werk in die Klerasienywerheid soos in hierdie Ooreenkoms omskryf, op kontrak uitbestee, afgesien daarvan of sodanige persoon, firma, maatskappy of vereniging van individue 'n werkgewer is of nie; die kort benaming "prinsipaal" in die eersvolgende subklousule word geag "prinsipaal" of "aannemer" in te sluit;

(b) "klaarmaker" 'n persoon, firma, maatskappy of vereniging van individue wat onderneem om materiaal wat aan hom of hulle deur 'n prinsipaal of aannemer soos in hierdie klousule omskryf, uitgereik word, in kledingstukke klaar te maak.

(3) Betaling vir die klaarmaak van kledingstukke uit materiaal, teen die minimum voorgeskrewe skaal, is verskuldig en moet by voltooiing van elke bestelling gedoen word.

(4) Die uitdrukking "klaarmaak" word vir die toepassing van hierdie Ooreenkoms geag "sny, maak en die verskaffing van versiersels", "slegs sny en klaarmaak", "maak en die verskaffing van versiersels" in te sluit.

(5) Die skale wat hierin voorgeskryf word, is vir materiaal wat uitgereik word vir die klaarmaak, op kontrak, van kledingstukke van standaardgroottes deur enigeen wat werksaam is in die gebied waarin hierdie Ooreenkoms van toepassing is.

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

(7) Elke prinsipaal of aannemer 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 skale waarteen die prinsipaal die klaarmaker moet betaal vir die klaarmaak van klere, is dié gemeld in Aanhangel I van die Ooreenkoms wat by Goewermentskennisgewing 429 van 9 Maart 1956 gepubliseer is, en geen vermindering word toegelaat nie.

29. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, 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) 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 14 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 this 18th day of October 1972.

A. M. ROSENBERG, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

(2) Elke werkgewer moet, in geval van 'n verandering in die naam waaronder, of die adres of adresse waar die sakeonderneming gedryf word, of wat die vennote betref, 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 likwidasie van die maatskappy of, as die sakeonderneming oorgedra of opgegee word of as 'n ander sakeonderneming verkry of begin word wat aan hierdie Ooreenkomste onderworpe is, die Sekretaris van die Raad binne 14 dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, opgewing, verkrygbaar of begin daarvan 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, verstrekkend moet word.

Namens die partye op hede die 18de dag van Oktober 1972
in Kaapstad onderteken.

A. M. ROSENBERG, Voorsitter van die Raad

L. A. PETERSEN, 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:

Provident Fund particulars

(i) Clerical.....	within Industry.....	outside Industry.....	y.....	m.....	d.....
(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.....

and may be employed at a wage of if employed as a
in the Section. Counter-signature of employee accepting the above

Nominee.....

Form No.

Date.....

For secretary

(ii) Subsequent experience:

[illegible]

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
DIENSVERSLAG

Fabrieksnummer..... (i) Soos op..... No.....

Hierby word gesertifiseer dat volgens die registers van die Raad.....

Persoonskaartnummer van

..... van
 ondergemelde ondervinding vir verhogingsdoeleindes opgedoen het:

Бероепе:

Voorsorgfondsbesonderhede

(i) Klerk.....in die Nywerheid.....	buite die Nywerheid.....	j.....	m.....	d.....
(ii) Sowel klerasie- as breiseksies.....		j.....	m.....	d.....
(iii) Uitsluitlik klerasieseksie.....		j.....	m.....	d.....
(iv) Uitsluitlik breiseksie.....		j.....	m.....	d.....
(v) Uitsluitlik dameskousseksie.....		j.....	m.....	d.....
(vi) Ander.....		j.....	m.....	d.....

en in diens geneem kan word teen 'n loon van indien as 'n Benoemde

in die.....seksie.....indiens geneem. Medeondertekening van werknemer wat

bostaande aanvaar Vormnummer

.....
Namens Sekretaris

(ii) Latere ondervinding:

Fabriek	Datum van indiens- neming of oorplasing	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 vier kolomme moet invul en die kaart moet bewaar. By vertrek moet die werkgever die oorblywende vyf 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.....

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): State "NIL" if no previous experience applicable.

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.....

No. of service record card issued.....Date.....

AANHANGSEL B
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

Aan:

Die Sekretaris
Posbus 1536
Kaapstad

L.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 DIENSVERSLAGKAART VIR WERKNEMER

Familienaam van aansoeker.....
Voornaam (voluit).....
Voorheen bekend as.....
Woonadres.....
Persoonskaartnommer.....
Huidige werkgever.....

VERKLARING

Ek, die ondergetekende,, verklaar hierby dat ek 'n (ras).....
is en gebore is op.....

Voorts verklaar ek dat onderstaande my totale ondervinding is vir doeleindes van die Klerasiennywerheid (Kaap), met inbegrip van die Brei- en Kousseksies:

(i) Ondervinding in die Klerasiennywerheid (in die Raad se regsgebied opgedoen al dan nie): Skryf "NUL" as geen vorige ondervinding van toepassing is nie.

Naam van fabriek	Beroep	Tydperk		Totaal
		Van	Tot	

(ii) Ondervinding buite die Klerasiennywerheid opgedoen in die volgende hoedanighede:

- (a) jaar maande dae as kleinhandel- of private snyder.
 (b) jaar maande dae as kleinhandel- of private kleremaakster.
 (c) jaar maande dae as stryker en/of opvouer in die Wasserybedryf.
 (d) jaar maande dae as klerk.

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

Na my beste wete is hierdie verklaring waar en korrek en weet en verstaan ek dat 'n onjuiste verklaring 'n misdryf is.

Getuie Datum Handtekening van aansoeker
 (Slegs vir kantoorgebruik van die Raad)
 Berekening van totale ondervinding jaar 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 occupa- tion	Wages	Service record 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 occupa- tion	Wages	Service record card No.	Name of previous employer (if any)	Sick Fund No. (if any)	Remarks

(This return is required in DUPLICATE)

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

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 OPGAWES VAN INDIENSNEMINGS EN DIENSBEEÏNDIGINGS

Week geëindig.....

Die Sekretaris
 Nywerheidsraad vir die Klerasienywerheid (Kaap)
 Posbus 1536
 Kaapstad

Werkgewer.....

Adres.....

DEEL I.—INDIENSNEMINGS

Familie-naam (Nooiens-van moet tussen hakies gemeld word)	Voorname (voluit)	Adres	* Ras	† Geslag	‡ Volwas-sene of jeugdige	Datum van indiens-neming	Ambag of beroep	Loon	Diens-verslag-kaart-nommer	Naam van vorige werkgewer (as daar is)	Sieke-fonds-nommer (as daar is)	Opmerkings

DEEL II.—DIENSBEEÏNDIGINGS

Familie-naam (Nooiens-van moet tussen hakies gemeld word)	Voorname (voluit)	Adres	* Ras	† Geslag	‡ Volwas-sene of jeugdige	Datum waarop diens beëindig is	Ambag of beroep	Loon	Diens-verslag-kaart-nommer	Naam van vorige werkgewer (as daar is)	Sieke-fonds-nommer (as daar is)	Opmerkings

(Hierdie opgawe moet in TWEEVOUD voorgelê word)

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

Indien werknemer nie 'n blou diensverslagkaart kan voorlê wat deur die Raad uitgereik is nie, moet 'n aansoekvorm vir die uitreiking daarvan aangeheg word. Indien daar gedurende die week geen indiensnemings of diensbeëindigings was nie, moet 'n "NUL"-opgawe voorgelê word.

Ek sertifiseer hiermee 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 employer.....

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

Naam van fabriek.....

Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Kaap)
Posbus 1536
Kaapstad

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP

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

Diensver- slagkaart- nommer	Familie- naam (in blokletters)	Voorname (eerste naam voluit)	Geslag	Nooiensvan	Vorige beroep	Loon	Datum van oorplasing	Nuwe beroep	Loon	Opmerkings
.....										
.....										
.....										
.....										
.....										
.....										
.....										
.....										
.....										
.....										

Datum.....19.....

Handtekening van werkgewer.....

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
Signature of employee.....

received.....

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.

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.

AANHANGSEL E

KENNISGEWING OM DIENS TE BEÏNDIG

Werkgewer se naam.....

Adres.....

Werknemer se volle naam.....

Fabrieksnummer.....

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

Datum.....

Handtekening van werkgewer.....

Ontvangs erken deur.....Datum

Handtekening van werknemer.....

Registrasienommer indien kennisgewing per pos gegee word.....
Datum gepos.....

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

Werknemer se kopie.

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 presies om 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 moet u opnuut 'n bestelling maak.

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

Handtekening.....

Naam van firma.....

Datum.....

Stempel van Massa-radiografiediens.

NOTE

- (a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
 (b) The employer should also insert on the lower portion of this form the name of the firm and the name of the prospective employee.
 (c) 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

OPMERKINGS

- (a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.
 (b) Die werkgewer moet ook die naam van die firma en dié van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.

- (c) By ontvangs van die ingevulde doktersertifikaat hieronder, moet dit deur die werkgewer aan die Siekefonds van die Klerasienywerheid (Kaap), Victoriaweg 350, Soutrivier, gestuur word.
 (Moet deur Massa-radiografiediens afgeskeur word).

Massa-Radiografiediens
Kaapstad

Vertroulik.

Reeksnommer.....

Die firma..... Naam van werknemer.....

Die uitslag van die groot film is bevredigend wat tuberkulose van die longe betref, en ons het bogenoemde werknemer nie nodig vir verdere ondersoek nie.

.....
Mediese beampte

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

RETURN FOR THE MONTH OF.....19.....

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

Telephone: 43-6631

Name of firm.....

Address.....

We enclose cheque for.....R.....
made up as follows:

	No. of employees during week ended					Total	Rate	Amount
								R
I.C. Levies.....							2c	
Training Fund contributions.....							1c	
Provident Fund contributions:								
Group I.....							13c	
Group II.....							15c	
Employees' total contributions.....								R
plus								
Employer's contribution.....								R
Total of housing loan repayments as per attached details.....								R
								R.....

Office use receipt No.....

	No. of employees during week ended					Total	Rate	Amount
								R
Sick Fund contributions:								
Group I.....							8c	
Group II.....							9c	
Group III.....							10c	
Group IV.....							12c	
Group V.....							15c	
Group VI.....							17c	
Employees' total contributions.....								R
plus								
Employer's contribution.....								R
Total amount due.....								R

This form must be returned to the Council not later than the 14th of each month.

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OPGAWE VIR DIE MAAND.....19.....

Aan: Die Sekretaris
Posbus 1536
Kaapstad

Naam van firma.....

Adres.....

Telefoon 43-6631

Ons sluit hierby ons tjek in ten bedrae van..... R.....
synde vir:

	Getal werknemers gedurende week geëindig					Totaal	Tarief	Bedrag
								R
Nywerheidsraadheffings.....							2c	
Opleidingsfondsbydraes.....							1c	
Voorsorgfondsbydraes:								
Groep I.....							13c	
Groep II.....							15c	
Werknemers se totale bydraes.....								R
plus								
Werkgewersbydrae.....								R
Totaal van terugbetalings van behuisingslenings, soos per aangehegte gegewens.....								R

Kwitansienommer vir kantoorgebruik.....

	Getal werknemers gedurende week geëindig					Totaal	Tarief	Bedrag
								R
Siektefondsbydraes:								
Groep I.....							8c	
Groep II.....							9c	
Groep III.....							10c	
Groep IV.....							12c	
Groep V.....							15c	
Groep VI.....							17c	
Werknemers se totale bydraes.....								R
plus								
Werkgewersbydrae.....								R
Totale bedrag verskuldig.....								R

Hierdie vorm moet voor of op die 14de van elke maand aan 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:

Names	Addresses	State whether proprietor, director, manager or secretary
.....		
.....		
.....		
.....		

Signature of Employer

AANHANGSEL H

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)

REGISTRASIE VAN BESIGHEID

Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Kaap)
Posbus 1536
Kaapstad

Meneer,

Ooreenkomstig klousule 29 (1) van die Nywerheidsraadooreenkoms, verstrek ek hiermee onderstaande besonderhede in verband met hierdie sakeonderneming:

- (1) Naam waaronder onderneming gedryf word.....
- (2) Adres waar onderneming gedryf word.....
- (3) Aard van onderneming (kort beskrywing bv. "mansklere", is voldoende).....
- (4) Beskrywing, name en adresse van bestuur:

Naam	Adres	Meld: Eienaar, direkteur, bestuurder of sekretaris
.....		
.....		
.....		
.....		

Handtekening van werkgever

ANNEXURE I

CAPE CLOTHING INDUSTRY SICK FUND
SICK FUND MEMBERSHIP

The Secretary
Cape Clothing Industry Sick Fund
P.O. Box 3259
Cape Town

Dear Sir,

In accordance with clause 26 (13) of the Industrial Council Agreement, I hereby furnish you with the following particulars:

- (a) Name of employer.....
(b) I am a dependant of a member of the.....
.....Sick Fund or medical aid scheme.
(c) The name of the principal member is.....
.....
(d) Relationship—my husband/father/mother—(Delete whichever is inapplicable).
(e) Membership Number.....

Yours faithfully,

.....
(Signature of employee)

AANHANGSEL I

SIEKEFONDS VAN DIE KLERASIENYWERHEID
(KAAP)

LIDMAATSKAP VAN SIEKEFONDS

Die Sekretaris
Siekefonds van die Klerasienywerheid (Kaap)
Posbus 3259
Kaapstad

Meneer,

Ooreenkomstig klousule 26 (13) van die Nywerheidsraad se Ooreenkoms, verstrek ek u hiermee die volgende besonderhede:

- (a) Naam van werkgever.....
(b) Ek is 'n afhanklike van 'n lid van die.....
.....siekefonds
of mediese hulpskema.
(c) Die naam van die lid is.....
.....
(d) Verwantskap—my man/vader/moeder—(skrap wat nie van toepassing is nie).
(e) Lid No.....

Die uwe,

.....
(Handtekening van werknemer)

No. R. 2369

22 December 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.—CLOTHING INDUSTRY (CAPE)

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreements and notices relating to the Clothing Industry, published under Government Notices R. 2366, R. 2367 and R. 2368 of 22 December 1972 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; and

(b) in terms of section 54 (1) of the said Act and with effect from the first Monday after the date of publication of this notice and for such period or periods as the said Agreements may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreements from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sick benefits in terms of the said Agreements.

M. VILJOEN, Minister of Labour.

No. R. 2369

22 Desember 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.—KLERASIENYWERHEID (KAAP)

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewings R. 2366, R. 2367 en R. 2368 van 22 Desember 1972 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; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkomste kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkomste vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat kragtens genoemde Ooreenkomste op siektebystand geregtig is.

M. VILJOEN, Minister van Arbeid.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

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