REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1712

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1712

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 90] PRETORIA, 22 DECEMBER / 22 DESEMBER 1972 No. 3738

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2367 22 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE.—KNITTING DIVISION 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 Knitting Division of 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 said 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 said 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 are engaged or employed in the said Division of the Clothing Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George;

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and 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 said Agreement, 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 employed in the said division of the Clothing Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 2367 22 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP.—OOREENKOMS VIR DIE BREI-AFDELING

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 Brei-afdeling van 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 werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens atirkel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde 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 en vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde afdeling van die Klerasienywerheid in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George;

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde 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, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde afdeling van die Klerasienywerheid 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) in terms of section 48 (7) of the said Act, declare that the provisions of clause 28 of the said 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 Knitting Industry Association

and the

Cape Clothing Manufacturers' 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 the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George by the employers and employees who are members of the employers' organisations and the trade union, respectively, and who are engaged or employed in the Knitting Division of the Clothing Industry.

(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.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section 48 of the Act, and shall remain in force until 12 December 1975, or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Consiliation Act, 1956, as amended;

"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;

"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, 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 undergarments (including knitted garments) for day or nightwear, 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

(d) kragtens artikel 48 (7) van genoemde Wet dat die bepalings van klousule 28 van genoemde 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

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

Cape Knitting Industry Association

en die

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Western Province

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George nagekom word deur die werkgewers en die werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakvereniging en wat betrokke is by of in diens is in die Brei-afdeling van die Klerasienywerheid.

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

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

(ii) nie van toepassing op werknemers en werkende direkteure wat lone van minstens R3 600 per jaar ontvang nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 148 (1) van die Wet vasstel en bly van krag tot 12 Desember 1975 of vir dié tydperk wat hy bepaal.

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, soos gewysig;

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

"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 kassier, 'n versendingsklerk, pakhuisman en 'n telefonis, maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan dat klerklike werk deel van sodanige werknemer se werk, mag uitmaak;

"Klerasienywerheid" of "Nywerheid", wat uit die klerasie-, brei- en hemdeseksies 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, slaapklere en ander nagklere; en

(b) die vervaardiging van alle soort kledingstukke, met inbegrip van grootmaat-snyersklere soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en

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 outergarments 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 undergarments;

(b) the making of all classes of garments including quantity production tailoring made to the order of any department of state or provincial administration, the South African Railways and Harbours Administration, or local authorities; but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any outergarments 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;

"Council" means the Industrial council for the Clothing Industry (Cape) registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"dealer" or "general dealer" means a person holding a licence under item 11 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 premises in or in connection with which one or more employees are employed in the Knitting Division;

"experience" means in relation to—

(a) a clerical employee or factory clerk, the total period or periods of employment which such employee has had as a clerical employee or factory clerk, 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;

(c) a Grade I employee, male; Grade I employee, female; Grade II employee, male; Grade II employee, female, to total period or periods of employment which such employee has had in the knitting division in any of the above capacities;

(d) a messenger and/or errand boy, the total period or periods of employment which such employee has had as a messenger and/or errand boy, as the case may be, in the Clothing Industry and/or knitting division;

(e) a foreman, forewoman, male and female supervisor, pattern grader and pattern maker, the total period or periods of employment which such employees have had as a foreman, forewoman, male and female supervisor, pattern grader and pattern maker respectively in the Clothing Industry and/or knitting division.

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 in the Knitting Division, their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service.

Where employees, who have been employed in the Clothing Industry seek employment in the Knitting Division 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 lose ends of cotton left in garments by previous operators;

(v) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments into 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;

Hawens-administrasie of 'n plaaslike owerheid, maar uitgesonderd die vervaardiging van hoede of jasse en baadjiepakke vir dames of 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 Klerasienywerheid 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 Spoorweg- en Hawens-administrasie of 'n plaaslike owerheid, maar uitgesonderd hemde, boordjies, dasse, slaapklere 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 kleedstof en/of kouse en/of kledingstukke op ronde en plat masjinerie of vol-vormmasjinerie te brei, en ook die maak van kledingstukke uit gebreide kleedstof in die bedryfsinrigting waarin bedoelde kleedstof gebrei is;

"Raad" die Nywerheidsraad vir die Klerasienywerheid (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;

"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 bymekaarmaak, 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 perseel waarin of in verband waarmee een of meer werknemers in die Brei-afdeling werksaam is;

"ondervinding", ten opsigte van—

(a) 'n klerk of fabrieksklerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n klerk of fabrieksklerk gehad het, 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;

(c) 'n werknemer, graad I, man; werknemer, graad I, vrou; werknemer, graad II, man; werknemer, graad II, vrou, die totale tydperk of tydperke diens wat so 'n werknemer in enige van bogenoemde hoedanighede in die Brei-afdeling gehad het;

(d) bode en/of loopjonge, die totale tydperk of tydperke diens wat sodanige werknemer gehad het as bode en/of loopjonge, na gelang van die geval, in die Klerasienywerheid en/of Brei-afdeling;

(e) 'n voorman, voorvrou, toesighouer, toesighoudster, patroongradeerder en patroonmaker, die totale tydperk of tydperke diens wat so 'n werknemer onderskeidelik as voorman, voorvrou, toesighouer, toesighoudster, patroongradeerder en patroonmaker in die Klerasienywerheid en/of Brei-afdeling gehad het.

Waar strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die Wasserybedryf werksaam was, in die Breiafdeling werk soek as strykers en/of opvouers, moet hul totale ondervinding tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar.

Waar werknemers wat in die Klerasienywerheid werksaam was, in die Brei-afdeling werk soek in enigeen van die beroepe in die lys hieronder, moet hul totale ondervinding in sodanige beroepe tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar:

(i) Dose inmekaarsit, 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 sorteerders bygestaan mag word;

(vi) skuinsband sny;

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

(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) fonders and turners; stamping and/or transferring by hand or machine;

(xiii) ironing and folding or ironing, folding and pinning garments;

(xiv) line feeders;

(xv) machinist, i.e. an employee who performs any operation by sewing machine;

(xvi) male employees not elsewhere specified;

(xvii) marking the position of pockets, buttons or button holes, cutting the mouth of hip pockets;

(xviii) mechanic;

(xix) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;

(xx) operator of shrinking press or machine;

(xxi) operating a zip machine;

(xxii) packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;

(xxiii) passer, i.e. an employee who examines parts of or the finished garments for flaws;

(xxiv) plain-sewing, i.e. performing by hand one or more of the following operations:

Felling crutch 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 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, i.e. 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 countour machine;

(xxx) writing of labels;

"factory clerk" means an employee who is engaged in any one 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;

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

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

(1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;

(2) passer, i.e. an employee who examines the finished-off fabric and/or garment for flaws;

(3) pressing off finished garments by hand or machine;

(4) cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;

(5) machine knitter, i.e. an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;

(6) knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;

(7) colour weighing;

(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 en/of kalkeer met die hand of masjien;

(xiii) kledingstukke stryk en opvou of stryk, opvou en vasspeld;

(xiv) lynvoerders;

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

(xvi) manlike werknemers nie elders vermeld nie;

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

(xviii) werktuigkundige;

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

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

(xxi) bediening van 'n ritssluitermasjien;

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

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

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

Vaswerk van mikvoerings in broeke; vaswerk van sitvlakke; permanente omslae 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; knope met die hand aanwerk; vaswerk van onderente van voerings of nate daarvan wat alreeds in posisie vasgeryg is; vaswerk van omboorsels; hanglissies maak en aanwerk; oplegsels wat reeds in posisie vasgeryg is, binne vaswerk; seildoekvoerings maak;

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

(xxvi) skuinssnywerk, d.w.s. die fatsoen van die krae afmerk of regsny as voorbereiding vir ander werksaamhede;

(xxvii) sorteerwerk, d.w.s. sorteerwerk in verband met verskillende werksaamhede of die sorteer en losryg van afvalstukke kouse voordat dit heropgerol word;

(xxviii) stempelwerker, d.w.s. groottes en/of identifiserende werknommers op kledingstukke of gedeeltes van kledingstukke afstempel;

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

(xxx) etikette uitskryf;

"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 aantekening 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 die afgewerkte kleedstof en/of kledingstuk vir gebreke nagaan;

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

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

(5) masjienbreier, d.w.s. 'n werknemer wat een of 'n stel breimasjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein verstellings aan iets soos garingspanning te doen wanneer dit nodig is;

(6) breiwerksnyer, d.w.s. 'n werknemer wat half-vormkledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;

(7) kleurstowwe afweeg;

(8) laboratory assistant, i.e. an employee who prepares samples and who may make initial and routine tests and record the results thereof;

(9) mechanic, i.e. an employee who is engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of products of an establishment;

(10) pattern shaper, i.e. an employee who cuts patterns from any material under the direction and instruction of a designer or qualified pattern grader from a control pattern;

(11) head warper, i.e. an employee who exercises control and supervision over two or more warpers;

(12) warp knitter, i.e. an employee operating one or a set of warp knitting machines and capable of correcting faults, changing and/or straigtening needles, filling bars, making minor adjustments and shall include a threader and needle fixer;

(13) batching machine operator, i.e. an employee who rolls fabric onto roller at correct tension in preparation for dyeing by high temperature pressure machine;

(14) padder machine operator, i.e. an employee who operates a padding machine (finishing fabric—hardening or softening by addition of chemicals);

(15) stenter machine operator, i.e. an employee who operates a stenter machine (drying and setting of fabric);

(16) embossing machine operator, i.e. an employee who operates an embossing machine;

(17) handyman, i.e. an employee who is engaged in making minor repairs to furniture, equipment and buildings;

(18) bonding machine operator, i.e. an employee who operates a bonding machine (bonding fabric by fusing two or more pieces of fabric);

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) Forming (including boarding, calendering and setting);

(2) winder, i.e. an employee engaged in operating a yarn winding machine;

(3) linker, i.e. an employee engaged in operating a linking machine;

(4) wax-ring making;

(5) transferring or stencilling by hand or machine;

(6) draw-thread operator;

(7) warper, i.e. an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;

(8) brusher, i.e. an employee who operates one or more raising or teazling machines;

(9) bar filling;

(10) bar transferring;

(11) sock trimmer;

(12) setting machine operator;

(13) assembling boxes, i.e. folding cardboard into cardboard containers;

(14) assistant to mechanic;

(15) cutting of bias binding;

(16) operating a dye-house machine;

(17) toe-closing by machine;

(18) cutting of travellers' swatches;

(19) draw-thread mending;

(20) knitter's assistant, i.e. an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;

(21) tagger, i.e. an employee who marks with a thread on socks for size;

(22) spotter, i.e. an employee who removes spots and stains;

(23) operating shrinking press or machine;

(24) shearing, i.e. shearing away the teased fibre to give a velvet or felt finish to a beret or to a continuous length of fabric;

(25) ringing, i.e. placing a ring into a beret preparatory to drying in a steambox;

(26) assistant to handyman;

(27) assistant warp knitter, i.e. an employee who watches fabric for flaws, feeds machines with yarn, removes fabric from machines, and can stop and start a machine, all under the general supervision of a knitter and shall include a threaderhand and doffer;

(28) sorting, weighing, marking, stocking bales of fabric of knitting yarn, all under the general supervision of a clerical employee;

(29) assistant stenter machine operator, i.e. an employee who assists a stenter machine operator;

(30) folding machine operator, i.e. an employee who operates a folding machine;

(8) laboratoriumassistent, d.w.s. 'n werknemer wat monsters voorberei en wat aanvangs- en roetinetoetse uitvoer en die resultate daarvan aanteken;

(9) werktuigkundige, d.w.s. 'n werknemer wat herstelwerk of verstellings aanbring aan masjinerie of uitrusting wat regstreeks vir die vervaardiging van produkte van 'n bedryfsinrigting gebruik word;

(10) patroonsnyer, d.w.s. 'n werknemer wat onder die leiding en aanwysing van 'n ontwerper of gekwalifiseerde patroongradeerder van 'n kontrolepatroon af uit materiaal patrone sny;

(11) hoofskeringbereier, d.w.s. 'n werknemer wat beheer en toesig uitoefen oor twee of meer skeringbereiers;

(12) skeringbreier, d.w.s. 'n werknemer wat een skeringbreimasjien of 'n stel sodanige masjiene bedien en wat gebreke kan verbeter, naalde kan vervang en/of reguit maak, bande kan vul en klein verstellings kan maak, en dit omvat 'n garinginsteker en naaldmonteur;

(13) kleurstapelmasjienbediener, d.w.s. 'n werknemer wat kleedstof teen die korrekte spanning om roller rol ter voorbereiding van kleurproses deur hoëtemperatuurdrukmasjien;

(14) vulmasjienbediener, d.w.s. 'n werknemer wat 'n vulmasjien bedien (afwerking van kleedstof—die hard- of sagmaak van kleedstof deur die byvoeging van chemikalieë);

(15) spandroogmasjienbediener, d.w.s. 'n werknemer wat 'n spandroogmasjien bedien (droogmaak en set van kleedstof);

(16) bosseleermasjienbediener, d.w.s. 'n werknemer wat 'n bosseleermasjien bedien;

(17) faktotum, d.w.s. 'n werknemer wat klein herstelwerkies aan meubels, uitrusting en geboue verrig;

(18) bindmasjienbediener, d.w.s. 'n werknemer wat 'n bindmasjien bedien (materiaal bind deur twee of meer stukke materiaal te laat ineensmelt);

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) Fatsoeneer (met inbegrip van vormpars-, kalandeer- en setwerk);

(2) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjien bedien;

(3) skakelmasjienbediener, d.w.s. 'n werknemer wat 'n skakelmasjien bedien;

(4) wasringe maak;

(5) met die hand of masjien aftrek of sjabloneer;

(6) trekdraadbediener;

(7) skeringbereier, d.w.s. 'n werknemer wat kettingdrade van keëltolle of spintolle vir 'n skeringbreimasjien of soortgelyke masjien voorberei en wat die flensroller voorberei;

(8) borselaar, d.w.s. 'n werknemer wat een of meer kaard- of pluismasjiene bedien;

(9) bande vul;

(10) bande afmerk;

(11) sokkies afwerk;

(12) setmasjienbediener;

(13) dose inmekaarsit, d.w.s. karton in kartonhouers vou;

(14) werktuigkundige se assistent;

(15) skuinsband sny;

(16) 'n kleurmasjien bedien;

(17) toonsluiting met masjien;

(18) monsterboekies vir handelsreisigers sny;

(19) herstelwerk met trekdrade;

(20) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kleedstof van die masjiene afhaal, garing van die masjien afhaal of terugsit en wat 'n masjien kan af- en aanskakel, alles onder die algemene toesig van 'n breier;

(21) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;

(22) vlekuithaler, d.w.s. 'n werknemer wat kolle en vlekke verwyder;

(23) krimppers of -masjien bedien;

(24) knipwerk, d.w.s. die gekaarde vesel wegknip om 'n fluweelagtige of viltagtige afwerking te verleen aan 'n baret of aan kleedstof van deurlopende lengte;

(25) ringe insit, d.w.s. 'n ring in 'n baret insit voordat dit in 'n stoomkas gedroog word;

(26) faktotum se assistent;

(27) skeringbreier se assistent, d.w.s. 'n werknemer wat kleedstof nasien vir gebreke, garingdraad in masjiene voer, kleedstof van die masjiene afhaal, en wat 'n masjien kan af- en aanskakel, alles onder die algemene toesig van 'n breier, en dit omvat 'n garinginsteker en -uittrekker;

(28) bale kleedstof of breiwol sorteer, weeg, merk en in voorraad hou, alles onder die algemene toesig van 'n klerk;

(29) spandroogmasjienbediener se assistent, d.w.s. 'n werknemer wat 'n spandroogmasjienbediener help;

(30) voumasjienbediener, d.w.s. 'n werknemer wat 'n voumasjien bedien;

(31) assistant padder machine operator, i.e. an employee who assists a padder machine operator;
(32) assistant bonding machine operator, i.e. an employee who assists a bonding machine operator;
(33) Dry-cleaning machine operator, i.e. an employee who operates a dry-cleaning machine;

"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) machine knitter, i.e. an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;
(3) knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
(4) passer, i.e. an employee who examines the finished-off fabric and/or garment for flaws;
(5) colour weighing;
(6) laboratory assistant, i.e. an employee who prepared samples and who may make initial and routine tests and record results thereof;
(7) linker, i.e. an employee engaged in operating a linking machine;
(8) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
(9) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
(10) pattern shaper, i.e. an employee who cuts patterns from any material under the direction and instruction of a designer or qualified pattern grader from a control pattern;
(11) seamer, i.e. an employee engaged in joining material by means of a seaming machine;
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) writing of labels,
(3) stamping on of sizes;
(4) assembling boxes, i.e. folding cardboard into cardboard containers
(5) cutting of bias binding;
(6) cutting of travellers' swatches;
(7) forming (including boarding, calendering and setting);
(8) winder, i.e. an employee engaged in operating a yarn winding machine;
(9) operating a dye-house machine;
(10) knitter's assistant, i.e. an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;
(11) drawn-thread mending;
(12) toe-closing by machine;
(13) wax-ring making;
(14) transferring or stencilling by hand or machine;
(15) draw-thread operator;
(16) warper;
(17) brusher;
(18) bar filling;
(19) bar transferring;
(20) sock trimmer;
(21) packing, other than despatch packing;
(22) cleaners, folders, folders and turners;
(23) hand sewer;
(24) tagger, i.e. an employee who marks with a thread on socks for size;
(25) spotter, i.e. an employee who removes spots and stains;
(26) re-ironing ribbons and light pressing of bulky knits;
(27) line feeder;
(28) fabric slitter, i.e. an employee engaged in slitting open continuous lengths of fabric on a pre-determined line;

"hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 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;

"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. By "knitted fabric in the piece" is meant rolls of knitted fabric of continuous length;

(31) assistent-vulmasjienbediener, d.w.s. 'n werknemer wat 'n vulmasjienbediener help;
(32) assistent-bindmasjienbediener, d.w.s. 'n werknemer wat 'n bindmasjienbediener help;
(33) bediener van 'n droogskoonmaakmasjien, d.w.s. 'n werknemer wat 'n droogskoonmaakmasjien bedien;

"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) masjienbreier, d.w.s. 'n werknemer wat een of 'n stel breimasjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein verstellings aan iets soos garingspanning te doen wanneer dit nodig is;
(3) breiwerksnyer, d.w.s. 'n werknemer wat half-vormkledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
(4) nasiener, d.w.s. 'n werknemer wat die afgewerkte kleedstof en/of kledingstuk vir gebreke nasien;
(5) kleurstowwe afweeg;
(6) laboratoriumassistent, d.w.s. 'n werknemer wat monsters voorberei en wat die aanvangs- en roetinetoetse uitvoer en die resultate daarvan aanteken;
(7) skakelmasjienbediener, d.w.s. 'n werknemer wat 'n skakelmasjien bedien;
(8) stopwerk, d.w.s. die ondersoek van gebreide kledingstukke vir defekte en die herstel van sodanige defekte;
(9) herstel- en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na en passing van materiaal;
(10) patroonsnyer, d.w.s. 'n werknemer wat onder leiding en aanwysing van 'n ontwerper of gekwalifiseerde patroongradeerder van 'n kontrolepatroon af uit materiaal patrone sny;
(11) soommaker, d.w.s. 'n werknemer wat met 'n soommasjien materiaal aanmekaarwerk;
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 ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(1) Optolling, d.w.s. tolle met 'n optoller optol;
(2) etikette uitskryf;
(3) groottenommers stempel;
(4) dose inmekaarsit, d.w.s karton in kartonhouers vou;
(5) skuinsband sny;
(6) monsterboekies vir handelsreisigers sny;
(7) fatsoeneer (met inbegrip van vormpars-, kalandeer- en setwerk);
(8) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjien bedien;
(10) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kleedstof van die masjiene afhaal, garing van masjiene afhaal en terugsit en wat 'n masjien kan af- en aanskakel, alles onder die algemene toesig van 'n breier;
(11) herstelwerk met trekdrade;
(12) toonsluiting met masjien;
(13) wasringe maak;
(14) met die hand of masjien aftrek of sjabloneer;
(15) trekdraadbediener;
(16) skeringbereier;
(17) borselaar;
(18) bande vul;
(19) bande afmerk;
(20) sokkies afwerk;
(21) verpakking, uitgesonderd versendingsverpakking;
(22) skoonmakers, vouers, vouers en omdraaiers;
(23) handstikker;
(24) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;
(25) vlekuithaler, d.w.s. 'n werknemer wat kolle en vlekke verwyder;
(26) linte weer stryk en lywige breiwerk saggies pars;
(27) lynvoerder;
(28) kleedstofsplyter, d.w.s. 'n werknemer wat deurlopende lengtes kleedstof op 'n voorafbepaalde lyn oopsplyt;

"uurskaal" of "uurloon" die weekloon wat in klousule 4 voorgeskryf word, 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;

"brei-afdeling" daardie afdeling van die breiseksie waarin werkgewers en werknemer met mekaar geassosieer is vir die brei van kleedstof en/of kleidingstukke 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 breistofstuklengtes van 'n eenvormige breedte nie. Met "breistofstuklengtes" word bedoel rolle breistof van deurlopende lengte;

"learner" means an employee whose period or periods of employment does not entitle him to be paid the qualified wage prescribed in this Agreement for an employee of his class;

"monthly wage" means the weekly wage multiplied by 4⅓;

"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;

"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 garments 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.

"pattern grader" means an employee who grades 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;

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

"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, assistant despatch packer, boiler attendant, despatch packer, motor vehicle driver, tea-girl, travellers' driver, unskilled labourer and watchman or caretaker;

"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;

"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;

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

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

"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 autocycle or a cycle fitted with an auxiliary engine the unladen weight 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;

"leerling" 'n werknemer wie se dienstydperk of -perke hom nie geregtig maak op die loon van 'n gekwalifiseerde werker wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word nie;

"maandloon" die weekloon vermenigvuldig met 4⅓;

"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 bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly om te bestuur;

"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 trapfiets, driewiel 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 frankeermasjien 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;

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

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

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

"gekwalifiseer", ten opsigte van 'n werknemer in die Nywerheid, 'n werknemer uitgesonderd 'n voorman of toesighouer, 'n voorvrou of toesighoudster, 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, oppasser, assistent-versendingsverpakker, bestuurder van 'n voertuig of wag;

"gekwalifiseer", ten opsigte van 'n werknemer in die Nywerheid, 'n werknemer uitgesonderd 'n leerling, assistent-versendingsverpakker, ketelbediener, versendingsverpakker, bestuurder van 'n motorvoertuig, teemaakster, handelsreisiger se bestuurder, ongeskoolde arbeider en wag of oppasser;

"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;

"korttyd" 'n tydelike vermindering in die getal gewone weeklikse werkure in 'n bedryfsinrigting weens werkslapte of ander vereistes van die handel;

"pakhuisman" 'n werknemer wat in die algemeen verantwoordelik is vir voorrade en/of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n pakhuis of pakskuur en/of goedere uit 'n pakhuis of pakskuur aflewer 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 dranke 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;

"handelsreisiger" 'n werknemer wat, as reisende verteenwoordiger van 'n bedryfsinrigting, namens sodanige bedryfsinrigting bestelling 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;

"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 houers uitpak;

(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) 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 that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in this Agreement;

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

In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be set out hereunder:

PART A

Clerical and Travellers	*From date of coming into operation of this Agreement to 12 December 1974* Per week R	*From 13 December 1974* Per week R
Clerical employee, male:		
First year of 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
Clerical employee, female:		
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
Factory clerk, male:		
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
Factory clerk, female:		
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
Traveller, male:		
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
Traveller, female:		
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 B

General	*Per week* R	*Per week* R
Assistant despatch packer	12,20	12,50
Boiler attendant	13,70	14,00
Despatch packer	13,60	13,95
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*)		

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

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

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

"loon" die gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in hierdie Ooreenkoms voorgeskryf;

"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. BESOLDIGING

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:

DEEL A

Klerke en Handelsreisigers	*Vanaf datum van inwerkingtreding van hierdie ooreenkoms tot 12 Desember 1974* Per week R	*Vanaf 13 Desember 1974* Per week R
Klerk, man:		
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
Klerk, vrou:		
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
Fabrieksklerk, man:		
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
Fabrieksklerk, vrou:		
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
	Per maand R	*Per maand* R
Handelsreisiger, man:		
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
Handelsreisiger, vrou:		
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 B

Algemeen	*Per week* R	*Per week* R
Assistent-versendingsverpakker	12,20	12,50
Ketelbediener	13,70	14,00
Versendingsverpakker	13,60	13,95
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	—	—

	Per week R	Per week R
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)		
Grade I employee, male:		
(a) Qualified	25,00	25,75
(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	10,50	10,75
Third year:		
First six months of experience	12,00	12,25
Second six months of experience	13,40	13,75
Fourth year:		
First six months of experience	14,80	15,20
Second six months of experience	17,25	17,75
Fifth year:		
First six months of experience	18,60	19,10
Second six months of experience	20,60	21,00
Thereafter the wage specified in (a)		
Grade II employee, male:		
(a) Qualified	15,54	16,00
(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	10,50	10,75
Third year:		
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 advanced to grade I employee, male:		
First six months from date of advancement	15,54	16,00
Second six months from date of advancement	17,25	17,75
Third six months from date of advancement	18,60	19,10
Fourth six months from date of advancement	20,60	21,00
Thereafter	25,00	25,75
Grade I employee, female:		
(a) Qualified	15,54	16,00
(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	10,50	10,75
Third year:		
First six months of experience	12,00	12,25
Second six months of experience	13,40	13,75
Thereafter the wage specified in (a)		
Grade II employee, female:		
(a) Qualified	11,75	12,00
(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	11,00	11,30
Thereafter the wage specified in (a)		
(c) If advanced to grade I employee, female:		
First six months from date of advancement	12,00	12,25
Second six months from date of advancement	13,40	13,75
Thereafter	15,54	16,00

	Per week R	Per week R
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		
Graad I-werknemer, man:		
(a) Gekwalifiseer	25,00	25,75
(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	10,50	10,75
Derde jaar:		
Eerste ses maande ondervinding	12,00	12,25
Tweede ses maande ondervinding	13,40	13,75
Vierde jaar:		
Eerste ses maande ondervinding	14,80	15,20
Tweede ses maande ondervinding	17,25	17,75
Vyfde jaar:		
Eerste ses maande ondervinding	18,60	19,10
Tweede ses maande ondervinding	20,60	21,00
Daarna die loon in (a) voorgeskryf		
Graad II-werknemer, man:		
(a) Gekwalifiseer	15,54	16,00
(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	10,50	10,75
Derde jaar:		
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 vanaf datum van bevordering	15,54	16,00
Tweede ses maande vanaf datum van bevordering	17,25	17,75
Derde ses maande vanaf datum van bevordering	18,60	19,10
Vierde ses maande vanaf datum van bevordering	20,60	21,00
Daarna	25,00	25,75
Graad I-werknemer, vrou:		
(a) Gekwalifiseer	15,54	16,00
(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	10,50	10,75
Derde jaar:		
Eerste ses maande ondervinding	12,00	12,25
Tweede ses maande ondervinding	13,40	13,75
Daarna die loon in (a) voorgeskryf		
Graad II-werknemer, vrou:		
(a) Gekwalifiseer	11,75	12,00
(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	11,00	11,30
Daarna die loon in (a) voorgeskryf		
(c) Indien bevorder tot Graad I-werknemer, vrou:		
Eerste ses maande vanaf datum van bevordering	12,00	12,25
Tweede ses maande vanaf datum van bevordering	13,40	13,75
Daarna	15,54	16,00

	Per week R	Per week R
Messenger and/or errand boy:		
(a) Qualified	10,50	10,75
(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
Thereafter the wage specified in (a)		
Motor vehicle driver of a 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
Pattern grader:		
(a) Qualified	34,60	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)		
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)		
Tea girl	10,50	10,80
Traveller's driver	12,90	13,20
Unskilled labourer	12,90	13,20
Watchman or caretaker	13,80	14,10

(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) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee shall be on a weekly basis and an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) read with subclause (6) for an employee of his class whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 9 or less.

(4) *Incremental dates.*—An employer shall pay increases due to his employee 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 the 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

	Per week R	Per week R
Bode en/of loopjonge:		
(a) Gekwalifiseer	10,50	10,75
(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
Daarna die loon in (a) voorgeskryf		
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 is	23,90	24,50
Patroongradeerder:		
(a) Gekwalifiseer	34,60	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		
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		
Teemaakster	10,50	10,80
Bestuurder vir handelsreisiger	12,90	13,20
Ongeskoolde arbeider	12,90	13,20
Wag of oppasser	13,80	14,10

(2) *Spanleiers.*—Benewens die lone 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) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer op 'n weeklikse grondslag en 'n werknemer moet ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (6), vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werkure wat op hom ingevolge klousule 9 van toepassing is, of minder gewerk het.

(4) *Verhogingsdatums.*—'n Werkgewer moet gedurende elke kalenderjaar die loonverhogings 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 verhoging toegestaan word met ingang van en met inbegrip van die eerste betaalweek ná 15 Februarie van dié 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 tydperk 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalender-

year shall be granted to employees with effect from and including the first 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.

(5) Except with the consent of the Council first obtained, no male 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 services of the employer concerned of his own accord.

(6) *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 the daily wage calculated on the higher weekly rate; and

(ii) in the case referred to in paragraph (b) not less than the daily wage calculated on the basis 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.

(7) *Night-shift remuneration.*—In addition to the remuneration prescribed in subclause (1), an employee shall in respect of each night-shift worked in any week be paid an additional 10 per cent on such remuneration in respect of any hours falling outside the ordinary daily hours of the establishment.

(8) 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 REMUNERATION

(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 other than a shift worker 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 pay day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

In the case of a shift worker remuneration due to an employee shall be paid at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay day.

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

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

(3) *Wage envelopes.*—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope

jaar verskuldig word, aan die werknemers toegestaan word met ingang van en met inbegrip van die eerste betaalweek ná 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 werk bereken word, uitgesonderd afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as vier agtereenvolgende betaalweke en ten opsigte waarvan volle 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 verstrek is.

(5) Tensy die toestemming van die Raad vooraf verkry word, mag geen manlike parser wat in die Nywerheid werksaam is op die datum waarop hierdie Ooreenkoms in werking tree, afgedank word nie, tensy, wanneer hy vervang word, 'n ander manlike parser in dieselfde beroep geplaas word.

(6) *Differensiële skale.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur altesaam op 'n dag, òf bo en behalwe sy eie werk òf ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor—

(a) òf 'n hoër loon as dié van sy eie klas;

(b) òf 'n stygende loonskaal wat eindig in 'n loon wat hoër as dié van sy eie klas is,

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag—

(i) in die geval in paragraaf (a) genoem, minstens die dagloon betaal bereken op die hoër weeklikse skaal; en

(ii) in die geval in paragraaf (b) genoem, minstens die dagloon betaal, bereken op die grondslag van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word:

Met dien verstande dat indien die verskil tussen klasse, kragtens subklousule (1), gebaseer is op ondervinding, geslag of ouderdom, die bepalings van hierdie subklousule nie van toepassing is nie.

(7) *Nagskofbesoldiging.*—Benewens die besoldiging in subklousule (1) voorgeskryf, moet 'n werknemer ten opsigte van elke nagskof wat in 'n week gewerk word, 'n bykomende 10 persent op sodanige besoldiging betaal word ten opsigte van alle ure wat buite die gewone daaglikse ure van die bedryfsinrigting val.

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

5. BETALING VAN BESOLDIGING

(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 dié werknemer by dieselfde werkgewer in diens is. Die bepalings van hierdie subklousule is ook van toepassing op 'n werknemer wie se diens deur sodanige werkgewer beëindig word na die datum van die inwerkingtreding van hierdie Ooreenkoms en wat weer deur dié werkgewer in diens geneem word.

Vir die toepassing hiervan omvat "Ooreenkoms" alle wysigings van die Ooreenkoms.

(2) (a) Besoldiging verskuldig aan 'n werknemer, uitgesonderd 'n skofwerker, moet elke Vrydag gedurende werkure in kontant betaal word op die plek en tyd genoem in die kennisgewing opgeplak ooreenkomstig regulasie 8 (5) kragtens die Wet, maar nie later as 5.30 nm. nie. Alle tyd wat verloop ná die gewone werkure en die tyd waarop betaling gedoen word, word geag oortyd te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling gedoen word gedurende werkure op die dag wat dié vakansiedag voorafgaan.

In die geval van 'n skofwerker moet besoldiging wat aan 'n werknemer verskuldig is, betaal word op 'n tyd waaroor dié werknemer en sy werkgewer ooreengekom het, welke tyd gedurende die gewone kantoorure van die bedryfsinrigting moet val, maar nie later nie as 24 uur ná die gewone betaaldag.

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

(c) Ingeval die dienskontrak op 'n werkdag uitgesonderd die gewone betaaldag in die bedryfsinrigting beëindig word, 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) *Loonkoeverte.*—Alle lone moet aan werknemers oorhandig word in verseëlde koeverte waarop die naam van die werknemer, sy fabrieksnommer en die naam van die werkgewer voorkom,

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 of clause 12 (i.e. short time), and the date up to which the wage or rates shown on the envelope are paid.

(4) No deduction 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 Industrial Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust under the supervision of the 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 one half cent per cup may be made in accordance with clause 13 of this Agreement;

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

(h) with the written consent of his employee, deductions for contributions to the funds of the trade union in terms of clause 27 of the Agreement;

(i) 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) thereof, and clause 12 and no deduction shall be made in respect of goods that may have been accidentially 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 further 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 interuppted, 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.

Die koevert moet die getal ure aantoon wat deur die werknemer gewerk is, asook sy voorgeskrewe weeklikse loonskaal of skaal per uur, aftrekkings gedoen ingevolge subklousule (4) van hierdie klousule en klousule 12 (d.w.s. korttyd), en die datum tot wanneer die loon wat op die koevert aangetoon word, 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, kan 'n pro rata-aftrekking gedoen word vir werklike tyd wat verlore gegaan het wanneer 'n werknemer van die werk afwesig is en hy nie op versoek of op las van sy werkgewer afwesig is nie;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir spaar- en/of vakansiefondse: Met dien verstande dat die aanvang of voortsetting van 'n spaar- en/of vakansiefonds onderworpe is aan die goedkeuring van die Nywerheidsraad, nadat die werkgewer toegestem het om sodanige gelde wat van sy werknemer se loon afgetrek is, in 'n trustfonds te stort wat onder toesig van die Nywerheidsraad staan;

(c) heffings ingevolge klousule 22 en siektebystandfondsbydraes ingevolge klousule 26 van hierdie Ooreenkoms;

(d) 'n bedrag wat betaal word deur 'n werkgewer wat by wet, ordonnansie of geregtelike proses verplig is om betaling namens 'n werknemer te doen;

(e) waar 'n skêr deur 'n werkgewer aan sy werknemer verskaf is, mag 'n weeklikse paaiement van hoogstens 3c afgetrek word totdat die koste deur die werkgewer aangegaan, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgewer terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;

(f) geen werknemer mag verplig word om tee (of ander drank) te neem nie, maar waar 'n werknemer ingestem het om tee (of ander drank) wat deur die werkgewer verskaf word, aan te neem, mag 'n aftrekking van hoogstens 'n half sent per koppie gedoen word ooreenkomstig klousule 13 van hierdie Ooreenkoms.

(g) waar daar weens 'n onklaarraking van masjinerie of weens 'n ander oorsaak buite beheer van die bestuur geen werk vir 'n werknemer beskikbaar is nie, mag 'n werkgewer 'n pro rata-aftrekking doen vir tyd van meer as twee uur wat verlore gegaan het:

(h) met die skriftelike toestemming van sy werknemer, aftrekkings vir bydraes tot die fondse van die vakvereniging ingevolge klousule 27 van die Ooreenkoms;

(i) bedrae ten opsigte van geld wat teen die werknemer se loon voorgeskiet is;

(j) aftrekkings ten opsigte van terugbetalings op behuisingslenings waarvoor voorsiening gemaak word in klousule 8 (v) van die Voorsorgfondsooreenkoms van die Raad;

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

(5) Werkgewers wat hul werknemers van goedere van welke aard ook al voorsien, mag nie die bedrae wat daarop verskuldig is van die besoldiging van die werknemers aftrek nie. Besoldiging moet te alle tye ten volle betaal word, uitgesonderd soos bepaal in subklousule (4) hiervan en klousule 12, en geen aftrekking mag gedoen word ten opsigte van goedere wat per ongeluk gedurende die vervaardigingsproses beskadig mag word nie.

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

(7) Geen werkgewer mag 'n premie, geldelike of ander vergoeding vra of aanneem vir die opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema ten opsigte waarvan daar regtens van die werkgewer vereis word om by te dra.

(8) Wanneer werk tot 'n stilstand kom of onderbreek word in die hele of 'n gedeelte van 'n bedryfsinrigting weens skade veroorsaak deur 'n brand, storm of oorstroming, moet 'n werkgewer aan alle werknemers wat daardeur geraak word, lone tot en met 'n maksimum van twee weke betaal: Met dien verstande dat sodanige betaling betaling moet insluit ten opsigte van diensopsegging wat verskuldig mag wees ingevolge klousule 18 van hierdie Ooreenkoms: Voorts met dien verstande dat waar werk in 'n gedeelte van of in die hele bedryfsinrigting hervat word binne twee weke vanaf die datum waarop werk aldus tot stilstand gekom het of onderbreek is, die verskuldigde betaling slegs moet wees ten opsigte van die tyd van die werklike tyd wat verlore gegaan 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 op proef in diens was ingevolge klousule 18 (8) van hierdie Ooreenkoms.

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 piece-work or incentive system as provided for in this clause.

(2) No employer shall employ any employees 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 records of the previous system must be retained for a period of one year after such change;

(vi) no details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any), and in the event of any dispute arising, the matter shall be referred to the Council: Provided that this shall not apply to any changes effected during 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. RATIO OF EMPLOYEES

(1) *Male knitters.*—An employer shall not employ an unqualified male knitter unless he has in his employ a qualified male knitter and for each qualified male knitter not more than three unqualified male knitters shall be employed.

(2) *Female knitters.*—An employer shall not employ an unqualified female knitter unless he has in his employ a qualified female knitter and for each qualified female knitter not more than two unqualified female knitters shall be employed.

(3) *Knitter's assistant.*—An employer shall not employ a knitter's assistant unless he has in his employ a qualified knitter (male or female).

(4) For the purpose of subclauses (1) and (2) of this clause, an unqualified knitter receiving not less than the wage of a qualified knitter shall be deemed to be a qualified knitter.

(5) For the purpose of subclauses (1) and (2) of this clause, an employer who is wholly or mainly engaged in the work of a knitter may be deemed to be a qualified knitter provided that an employer may not be so deemed in more than one establishment.

6. TYDREGISTERS

(1) Elke werkgewer moet tot die teverdenheid van die Raad 'n halfoutomatiese tydregistreerklok of 'n ander tydregistreerstelsel verskaf, en moet bo redelike twyfel die werklike tyd vasstel waarin elke individuele werknemer in die bedryfsinrigting aanwesig was.

(2) Elke werknemer moet, tensy hy deur siekte of ander onvermydelike oorsaak verhinder is, dag vir dag die werklike tydperke van sy afwesigheid in die bedryfsinrigting registreer.

(3) Elke werknemer moet persoonlik registreer, ooreenkomstig die metode wat in die bedryfsinrigting gevolg word, en geen werknemer mag vir 'n ander werknemer in dié bedryfsinrigting registreer nie

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

7. LOONAANSPORING, STUKWERK EN TAAKWERK

(1) Taakwerk is verbode en werknemers van wie vereis word om 'n gegewe aantal produksie-eenhede te lewer, moet werk volgens 'n stukwerk- of aansporingstelsel, soos in hierdie klousule bepaal.

(2) Geen werkgewer mag werknemers op stukwerk of 'n ander vorm van loonaansporing in diens neem nie, uitgesonderd op ondergenoemde voorwaardes:

(i) Geen werknemer mag in 'n week minder betaal word nie as die minimum loon waarop hy ooreenkomstig 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 vanaf die invoering van 'n stukwerk of ander vorm van loonaansporing, in kennis gestel word van die invoering daarvan;

(iii) 'n lys van die stukwerkskale en, in die geval van 'n ander vorm van loonaansporing, 'n staat wat duidelik uiteensit hoe bonusbetalings bereken sal word, moet onverwyld vertoon en op 'n opvallende plek opgeplak gehou word waartoe die werknemers geredelik toegang het en dié lys en/of staat moet op die plek deur 'n agent van die Raad onderteken word;

(iv) die werknemers wat deur 'n loonaansporingskema, uitgesonderd gewone stukwerk, geraak word, het die reg om 'n werkkomitee van twee te kies (of dié addisionele getal waartoe die werkgewer instem) en ingeval '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 loonaansporingskema, met vermelding van die werksaamhede wat geraak word, die voorwaardes en die punte waarmee daar by die berekening van die werkwaardes 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 loonaansporingskema mag verander word met die doel om die verdienste van die betrokke werknemers sonder toestemming van die werkkomitee (as daar een is) te verminder nie, en ingeval daar 'n geskil ontstaan, moet die saak na die Raad verwys word: Met dien verstande dat dit nie van toepassing is op veranderings wat gedurende 'n proeftyd van drie maande ná die inwerkingtreding van die skema aangebring word nie.

Stukwerkskale mag nie sonder die toestemming van die Raad verminder word nie;

(vii) geen loonaansporingskema mag vir 'n tydperk van langer as een maand ná 'n proeftydperk van drie maande voortgesit word sonder dat 'n vergunningsertifikaat eers van die Raad verkry is nie.

8. GETALSVERHOUDING

(1) *Breiers.*—'n Werkgewer mag nie 'n ongekwalifiseerde breier in diens hê nie tensy hy 'n gekwalifiseerde breier in sy diens het, en vir elke gekwalifiseerde breier mag daar hoogstens drie ongekwalifiseerde breiers in diens wees.

(2) *Breisters.*—'n Werkgewer mag nie 'n ongekwalifiseerde breister in diens hê nie tensy hy 'n gekwalifiseerde breister het, en vir elke gekwalifiseerde breister mag daar hoogstens twee ongekwalifiseerde breisters in diens wees.

(3) *Breier se assistent.*—'n Werkgewer mag nie 'n breier se assistent in diens hê nie, tensy hy 'n gekwalifiseerde breier of breister in diens het.

(4) Vir die toepassing van subklousules (1) en (2) van hierdie klousule moet 'n ongekwalifiseerde breier/breister wat minstens die loon van 'n gekwalifiseerde breier/breister ontvang, as 'n gekwalifiseerde breier/breister geag word.

(5) Vir die toepassing van subklousules (1) en (2) van hierdie klousule, kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n breier doen, as 'n gekwalifiseerde breier geag word: Met dien verstande dat 'n werkgewer nie in meer as een bedryfsinrigting aldus geag mag word nie.

(6) *Female employees (other than knitters).*—An employer hall pay in respect of the female employees in his establishment or whom wages are prescribed in this Agreement (other than emale knitters):

From the date of coming into operation of this Agreement o 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.

(7) In the event of the ratio of employees in terms of subclause 6) of this clause being defective in any establishment at any ime, then the employer shall immediately engage other employees it the necessary prescribed wage or if such employees are not available—

(a) 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 of employees required in terms of subclause (6) of this clause; and

(b) alternatively, 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 of employees, and such temporary advancement must be explained to each employee concerned.

(8) For the purpose of this clause, tea girls, boiler attendants, caretakers, despatch packers, assistant despatch packers, travellers, travellers' drivers, clerical employees, factory clerks, motor vehicle drivers, messengers and/or errand boys, labourers, mechanics and watchmen shall be excluded.

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work than—

(i) in the case of an employee other than a shift worker, a boiler attendant and a watchman or caretaker:

(a) Forty-two and a half hours, excluding meal times but including rest intervals, in any week Monday to Friday inclusive;

(b) eight and a half hours on any day between the hours 7.30 a.m. and 6 p.m.

(ii) In the case of a shift worker:

(a) Forty-two and a half hours excluding meal times but including rest intervals, in any week from Sunday to Saturday, inclusive;

(b) nine hours on any day where two shifts are employed daily and eight hours on any day where three shifts are employed daily in any establishment.

(iii) In the case of a boiler attendant:

(a) Forty-six hours excluding meal times but including rest intervals, in any week from Monday to Friday, inclusive;

(b) nine and one quarter hours on any day.

(iv) In the case of a watchman or caretaker:

(a) Seventy-two hours in any week;

(b) twelve hours on any day.

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

(3) *Rest intervals.*—An employer shall grant to each of his employees 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 such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work: Provided that this clause shall not apply to a traveller, traveller's driver, a motor vehicle driver, a watchman or caretaker, and an employee engaged in

(6) *Vroulike werknemers (uitgesonderd breisters).*—'n Werkgewer moet ten opsigte van die vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word (uitgesonderd breisters) die volgende betaal:

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;

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

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

Vanaf 13 Desember 1974—

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

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

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

(7) Ingeval die getalsverhouding van werknemers in 'n bedryfsinrigting te eniger tyd nie aan die bepalings van subklousule (6) van hierdie klousule voldoen nie, moet die werkgewer onmiddellik ander werknemers teen die vereiste voorgeskrewe loon in diens neem of, indien sodanige werknemers nie beskikbaar is nie—

(a) die voorgeskrewe lone van genoeg werknemers in die geledere van sy laer besoldigde werknemers permanent en in volgorde van hul ondervinding verhoog ten einde die getalsverhouding van die werknemers wat ingevolge subklousule (6) van hierdie klousule vereis word, te verkry en te handhaaf; en

(b) as alternatief en as 'n tydelike maatreël, die lone van genoeg werknemers in die geledere 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 hanhaaf, en sodanige tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

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

9. GEWONE WERKURE, RUSPOUSES EN ETENSPOUSES

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

(i) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, 'n ketelbediener en 'n wag of oppasser:

(a) Twee-en-veertig en 'n half uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;

(b) agt en 'n half uur op 'n dag tussen die ure 7.30 vm. en 6 nm.

(ii) In die geval van 'n skofwerker:

(a) Twee-en-veertig en 'n half uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in 'n week vanaf Sondag tot en met Saterdag;

(b) nege uur op 'n dag waar twee skofte daagliks, en agt uur op 'n dag waar drie skofte daagliks in 'n bedryfsinrigting gewerk word.

(iii) In die geval van 'n ketelbediener:

(a) Ses-en-veertig uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;

(b) nege en 'n kwart uur op 'n dag.

(iv) In die geval van 'n wag of oppasser:

(a) Twee-en-sewentig uur in 'n week;

(b) twaalf uur op 'n dag.

(2) *Werkure moet agtereenvolgend wees.*—Alle werkure op 'n dag, uitgesonderd etenstye en ruspouses soos in hierdie klousule bepaal moet agtereenvolgend wees.

(3) *Ruspouses.*—'n Werkgewer moet elkeen van sy werknemers '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;

waarin daar nie van sodanige werknemer vereis en hy nie toegelaat mag word om werk te verrig nie, en dié pouse word geag deel van die gewone werkure te wees: Met dien verstande dat hierdie klousule nie van toepassing is op 'n handelsreisiger, 'n handelsreisiger se bestuurder, 'n bestuurder van 'n motorvoertuig, 'n wag of oppasser, en 'n werknemer wat goedere of boodskappe

delivering goods or messages outside the establishment of his employer; provided further that where three shifts are employed daily in any establishment, such rest intervals need not be granted to a shift worker provided he is supplied free of charge with one cup of tea as near as practicable to the middle of each shift, such tea to be taken while at his post.

(4) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work: Provided—

(i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) that if such interval be longer than one hour, the period in excess of one hour shall be deemed to be hours of work;

(iii) that where two or three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than 15 minutes per shift or one meal interval of not less than 30 minutes per shift during which intervals such employee shall not be required or permitted to perform any work.

(5) *Savings.*—The provisions of this clause shall not apply to travellers, 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 worked on such day plus an amount of not less than his daily wage in respect of such day not granted. The provisions of subclauses (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:*

(i) *Employees other than shift workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (i), (iii) and (iv) or before 7.30 a.m. and after 6 p.m. on Monday to Friday, except in the case of a boiler attendant, watchman or caretaker, shall be deemed to be overtime.

(ii) *Shift Workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (ii) 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—

(aa) ten hours in any week;
(bb) two hours on any day;
(cc) three consecutive days;
(dd) 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 employee 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 20 cents to enable the employee to obtain a meal before the overtime is due to commence.

(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.

buitekant die bedryfsinrigting van sy werkgewer aflewer nie: Voorts met dien verstande dat waar drie skofte daagliks in 'n bedryfsinrigting gewerk word, sodanige ruspouses nie toegestaan hoef te word aan 'n skofwerker nie, mits hy gratis voorsien word van 'n koppie tee so naby as prakties moontlik aan die middel van elke skof, en dié tee genuttig word terwyl hy op sy pos is.

(4) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur nie, en in dié pouse mag nie van dié werknemer vereis en mag hy nie toegelaat word om te werk nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneen te loop;

(ii) as sodanige pouse langer as een uur duur, die tydperk óór een uur geag word werkure te wees;

(iii) waar twee of drie skofte daagliks in 'n bedryfsinrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute per skof toegestaan moet word en daar gedurende dié pouses nie van die werknemer vereis en hy nie toegelaat mag word om te werk nie.

(5) *Voorbehoudsbepalings.*—Die bepalings 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 en hy nie toegelaat mag word om vir meer as ses dae aaneen te werk sonder om 'n dag vry van diens met volle besoldiging toegestaan te word nie: Voorts met dien verstande dat die werkgewer, in plaas van sy wag of oppasser so 'n dag vry van diens toe te staan, die betrokke werknemer die loon kan betaal wat hy sou ontvang het indien hy op so 'n dag gewerk het, plus 'n bedrag minstens gelyk aan sy dagloon ten opsigte van so 'n dag wat nie toegestaan was nie. Die bepalings van subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig of masjinerie opknap en herstel wat nie gedurende die gewone werkure gedoen kan word nie.

10. OORTYDWERK

(1) *Oortydwerk:*

(i) *Werknemers, uitgesonderd skofwerkers.*—Alle tyd gewerk wat meer is as die gewone daaglikse of weeklikse ure voorgeskryf in klousule 9 (1) (i), (iii) en (iv), of voor 7.30 vm. en na 6 nm. op Maandag tot Vrydag, uitgesonderd in die geval van 'n ketelbediener, wag of oppasser, word geag oortydwerk te wees.

(ii) *Skofwerkers.*—Alle tyd gewerk wat meer is as die gewone daaglikse of weeklikse werkure wat in klousule 9 (1) (ii) voorgeskryf word, word geag oortydwerk te wees.

(2) *Beperking van oortydwerk:*

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

(ii) *Vroulike werknemers:*

(a) *Daaglikse, weeklikse en jaarlikse beperkings.*—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om vóór 6 vm. of ná 6 nm. op 'n dag te werk nie; ook mag hy nie van so 'n werknemer vereis of haar toelaat om langer oortydwerk te verrig nie as—

(aa) tien uur in 'n week;
(bb) twee uur op 'n dag;
(cc) drie agtereenvolgende dae;
(dd) sestig dae in 'n jaar.

(b) *Kennis van oortydwerk moet aan werknemers gegee word.*—Geen oortydwerk van meer as 'n uur op 'n dag mag van 'n werknemer vereis word nie en sy mag nie toegelaat word om dit te verrig nie, tensy die werkgewer—

(i) die vorige dag kennis daarvan aan die werknemer gee; of

(ii) dié werknemer van 'n voldoende ete voorsien voordat sy met oortydwerk moet begin; of

(iii) die werknemer 'n toelae van 20c betaal om haar in staat te stel om 'n ete te bekom voordat die oortydwerk begin.

(3) 'n Werknemer word geag in die diens van 'n werkgewer te werk bo en behalwe 'n tydperk waarin hy werklik werk—

(a) gedurende 'n tydperk waarin hy, ooreenkomstig die vereistes van sy werkgewer, aanwesig is op of in 'n perseel waarin die Nywerheid uitgeoefen word;

(b) gedurende 'n tydperk waarin hy op of in sodanige persele aanwesig is; en

(c) gedurende 'n tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, of dit gedryf word al dan nie:

Met dien verstande dat indien bewys word in watter gedeelte van sodanige tydperk in paragraaf (b) of (c) genoem, sodanige werknemer nie werklik in sy diens gewerk het nie, die veronderstelling vasgestel by hierdie subklousule nie van toepassing is ten opsigte van daardie werknemer met betrekking tot daardie tydperk nie.

(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) *Day of rest.*—An employer shall grant to each of his shift workers one full day of rest in any week, provided that if an employer requires or permits such an employee to work on his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in clause 9 (1) (ii).

(6) 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 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), provided that this shall not apply in the case of a shift worker: Provided further that where an employee, other than a shift worker, is required or permitted to work on a Saturday, his employer shall pay the employee concerned a travelling allowance of not less than 20 cents.

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

(a) pay the employee not less than double his daily wage; or

(b) pay the employees 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 his daily wage: 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.

(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) of this clause.

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

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

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

(4) Oortyd loop daagliks op en moet dag vir dag bereken word as tyd gewerk ná die voltooiing van die gewone daaglikse werkure van 'n bedryfsinrigting. Vir alle oortydwerk van korter duur as 15 minute, wat van 'n werknemer vereis mag word om te werk, moet betaal word as 'n kwartier se oortydwerk.

(5) *Rusdag.*—'n Werkgewer moet aan elkeen van sy skofwerkers een volle rusdag in 'n week toestaan: Met dien verstande dat as 'n werkgewer van 'n werknemer vereis of hom toelaat om op sy rusdag te werk, die ure aldus gewerk geag word nie deel van die gewone werkure te wees wat in klousule 9 (1) (ii) voorgeskryf word nie.

(6) 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 Werkgewer moet aan sy werknemer ten opsigte van alle oortydwerk deur hom verrig, minstens die volgende betaal:

(a) As hy 'n tydwerker is, een en 'n half maal sy minimum loon soos voorgeskryf in klousule 4 (1) gedeel deur 42½ vir elke uur of deel van 'n uur aldus gewerk;

(b) as hy 'n stukwerker is, een en 'n half maal sy stukwerkloon;

(c) as hy 'n ketelbediener is, een en 'n half maal sy minimum weekloon gedeel deur 46 vir elke uur of deel van 'n uur aldus gewerk;

(d) as hy 'n wag of oppasser is, een en 'n half maal sy minimum weekloon gedeel deur 72 vir elke uur of deel van 'n uur aldus gewerk.

(2) *Werk op Saterdae.*—Geen werk mag sonder die vooraf verkreë toestemming van die Raad op 'n Saterdag verrig word nie en tyd op 'n Saterdag gewerk, word geag oortydwerk te wees en daarvoor moet ooreenkomstig subklousule (1) betaal word: Met dien verstande dat dit nie van toepassing is in die geval van 'n skofwerker nie. Voorts met dien verstande dat wanneer daar van 'n werknemer, uitgesonderd 'n skofwerker, vereis word of hy toegelaat word om op 'n Saterdag te werk, sy werkgewer die betrokke werknemer 'n reistoelae van minstens 20c moet betaal.

(3) *Werk op Sondae.*—Geen werk mag sonder die toestemming van die Raad op 'n Sondag verrig word nie en wanneer daar van 'n werknemer, uitgesonderd 'n skofwerker, vereis of hy toegelaat word om op 'n Sondag te werk, moet sy werkgewer òf—

(a) die werknemer minstens twee maal sy dagloon betaal; òf

(b) die werknemer minstens een en 'n derde maal sy gewone uurloon betaal ten opsigte van elke uur op sodanige Sondag gewerk en hom binne sewe dae van dié Sondag een werkdag, d.w.s. 'n dag uitgesonderd 'n Saterdag of 'n Sondag, as 'n verlofdag toestaan, en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat vir die toepassing van hierdie subklousule 'n stukwerker minstens 'n bedrag betaal moet word gelyk aan dié waarop hy geregtig sou gewees het as hy as 'n tydwerker werksaam was.

(4) *Openbare vakansiedae:*

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

Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartsdag, Gesinsdag, Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag, Setlaarsdag en Krugerdag.

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

Waar daar egter van 'n werknemer vereis of hy toegelaat word om op dié dag te werk, moet hy besoldiging ontvang vir die tyd gewerk teen 'n skaal van een en 'n half maal sy loon bereken ooreenkomstig subklousule (1) van hierdie klousule.

(5) Besoldiging betaalbaar ingevolge enigeen van die bepalings van hierdie klousule moet aan die betrokke werknemer betaal word voor of op die betaaldag wat eerste volg op die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar word.

(6) *Paasnaweek.*—Geen werk mag na 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 besoldiging.

Die werknemer moet vir so 'n namiddag volle betaling ontvang ten opsigte van die ure wat gewoonlik op Donderdagmiddae gewerk word. Waar werk op sodanige halfdag vakansie met besoldiging verrig word, moet die werknemers bo en behalwe die betaling vir sodanige halfdag-vakansie, ook oortydbetaling ontvang vir tyd na 1 nm. gewerk.

(7) The provisions of subclause (3) shall *mutatis mutandis* apply to a shift worker who works on his day of rest.

(8) *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 beverages) 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 beverages).

(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) *Females in certain occupations:*

(a) 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 mass.

(b) A female shall not be required or permitted to use an iron of more than 4 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 clause;

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

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

15. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) *Annual leave.*—Subject to the provisions of subclause (7) of this clause, every employee shall between the 15th of December of each year and the 14th of 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;

(7) Die bepalings van subklousule (3) is *mutatis mutandis* van toepassing op 'n skofwerker wat op sy rusdag werk.

(8) *Voorbehoudsbepalings.*—Die bepalings 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 ingevolge subklousule (1) hiervan kennis gegee is nie, is, wanneer hy hom by die bedryfsinrigting aanmeld, daarop geregtig om vir 'n volle werkdag te werk of om sy volle loon in plaas daarvan betaal te word.

(3) 'n Werknemer wat, hetsy op tyd- of stukwerk, hom op 'n dag by die bedryfsinrigting aanmeld op las van die werkgewer of sy verteenwoordiger, is geregtig om vir minstens vier uur op so 'n dag te werk of om vier uur se loon te ontvang teen sy gewone loonskaal ingevolge klousule 4 (1).

13. VERSKAFFING VAN TEE EN ANDER DRANKE

(1) Waar tee (of ander dranke) deur die werkgewer verskaf word, kan hoogstens 'n half sent per koppie afgetrek word van die loon van die werknemer wat die tee (of dergelike drank) ontvang: Met dien verstande dat geen werknemer verplig mag word om tee (of ander drank) te neem nie en dat die aftrekking slegs toelaatbaar is waar die werknemer ingestem het om die tee (of ander drank) te neem.

Waar daar in hierdie subklousule van "tee" melding gemaak word, sluit dit die verskaffing van melk en suiker in om met dié tee (of ander dranke) gebruik te word.

(2) Waar tee of ander drank nie verskaf word nie, moet die werkgewer op eie koste 'n voldoende voorraad kookwater en die nodige gerei om tee te maak, 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 werkgewer mag iemand onder die ouderdom van 15 jaar in diens neem nie.

(2) *Vroue in sekere beroepe:*

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

(b) Van 'n vrou mag nie vereis word en sy mag nie toegelaat word om 'n strykyster met 'n massa van meer as 4 kg te gebruik nie.

(3) *Nie-lede van vakvereniging.*—'n Werknemer wat nie lid van die vakvereniging is nie, mag nie deur 'n lid van die werkgewersorganisasies vir langer as een maand in diens geneem word nie: Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie op—

(a) klerke; of

(b) 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van die vakvereniging sonder 'n afdoende rede geweier is en wat binne 30 dae ná sodanige weiering by die Raad aansoek gedoen het om vrystelling van die bepalings 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) 'n immigrant gedurende die eerste jaar ná die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande nadat hy in die Nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, van die hand gewys het, die bepalings van hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) *Jaarlikse verlof.*—Behoudens die bepalings van subklousule (7) van hierdie klousule, moet elke werknemer tussen 15 Desember elke jaar en 14 Januarie die volgende jaar, minstens drie agtereenvolgende weke jaarlikse verlof toegestaan word wat uit onderstaande bestaan en moet hy ten opsigte van sodanige verlof soos volg betaal word:

(i) In die geval van 'n werknemer wat op die laaste dag waarop sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgewer voltooi het—

(a) twaalf gewone werkdae teen volle besoldiging;

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

(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 an amount equal to one day's pay; plus—

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

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, Settlers' 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: Provided 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.

(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, an employer shall pay his employee who does not work on such day five and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday, immediately preceding such Saturday.

(vi) Whenever an employee works upon 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 remunera-

(c) wanneer Geloftedag binne die jaarlikse verloftydperk val moet dit ingevolge klousule 11 (4) van hierdie Ooreenkoms ook as 'n betaalde openbare vakansiedag gevier word, wat die jaarlikse verloftydperk aldus met een dag verleng.

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

(a) vir elke voltooide maand diens in daardie jaar 'n bedrag gelyk aan een dag se loon; plus—

(b) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse verloftydperk gesluit is—Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se loon 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 voltooide maand diens bereken vanaf 15 Desember in 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, naamlik Kersdag, Tweede Kersdag en Nuwejaarsdag is elke werknemer geregtig op en moet verlof met volle besoldiging aan hom toegestaan word op Geloftedag, Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartsdag, Gesinsdag, Setlaarsdag en Krugerdag.

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

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

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

(b) waar 'n werknemer sy werkgewer kennis gee dat hy voornemens is om sy diens te eniger tyd gedurende Desember in 'n jaar te beëindig, dié werknemer nie geregtig is op betaling ten opsigte van die openbare vakansiedae met besoldiging in subklousule (1) (i) van hierdie klousule genoem nie, tensy dié openbare vakansiedae met besoldiging binne 'n verlengde tydperk val wat bereken is op die wyse hierin uiteengesit.

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

(iv) Ingeval 'n openbare vakansiedag met besoldiging op 'n Sondag val, moet dit die volgende dag gevier word.

(v) Ingeval enigeen van die vakansiedae met besoldiging in subklousule (1) en in paragraaf (i) hiervan genoem, op 'n Saterdag val, moet 'n werkgewer sy werknemer wat nie op sodanige dag werk nie, vyf en half uur se loon betaal, benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk van die Maandag tot die Vrydag wat sodanige Saterdag onmiddellik voorafgaan.

(vi) Wanneer 'n werknemer werk op 'n openbare vakansiedag met besoldiging wat op 'n Saterdag val, moet betaling vir sodanige dag ooreenkomstig subklousule (2) (v) geskied, plus, daarbenewens, een en 'n half maal sy uurloon vir elke uur op sodanige Saterdag gewerk.

(3) *Verlofbesoldiging.*—Die werkgewer moet aan sy werknemer aan wie verlof ooreenkomstig subklousule (1) hiervan toegestaan word, sy loon ten opsigte van verlof voor of op die laaste werkdag voor die aanvang van genoemde tydperk betaal en 'n bedrag wat ingevolge subklousule (1) of subklousule (2) aan 'n werknemer betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens geëindig het, na gelang van die geval, en wanneer 'n werknemer besoldig word op 'n grondslag uitgesonderd ooreenkomstig die tyd werklik deur hom gewerk, met sy gewone skaal van besoldiging, vir die toepassing van hierdie klousule, bereken word asof hy per uur besoldig is, en moet dit op 'n datum bereken word deur sy totale

tion 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, 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 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.

(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.

(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;

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

(d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this 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.

besoldiging gedurende die drie maande onmiddellik voor daardie datum, of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

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

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

(b) die datum waarop 'n werknemer wat ooreenkomstig die vorige Ooreenkoms verlof met volle besoldiging toegestaan is, op sodanige verlof ooreenkomstig sodanige Ooreenkoms geregtig geword het, naamlik die jongste datum.

(5) 'n Werkgewer mag nie korttyd aftrek wanneer hy die tydperk van diens bereken wat 'n werknemer vir jaarlikse verlof ooreenkomstig subklousule (1) van hierdie klousule in aanmerking laat kom nie.

(6) Waar 'n werknemer van die werk weggebly het (om 'n ander rede uitgesonderd dié genoem in subklousule (9), om 'n rede wat vir die werkgewer bevredigend is) moet sodanige tydperk van afwesigheid nie as diens ingevolge subklousule (1) van hierdie klousule geag word nie.

(7) *Klerke, onderhoudspersoneel, wagte of oppassers.*—'n Werkgewer kan onderling met sy klerke, onderhoudspersoneel, 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) in 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.

(8) *Verlof en diensopsegging mag nie saamval nie.*—Behalwe in die geval van maandelikse besoldigde werknemers gedurende die maande Desember en Januarie, mag die tydperk van jaarlikse verlof van 'n werknemer nie saamval met 'n tydperk waarin 'n werknemer onder diensopsegging is of hy militêre opleiding ondergaan nie.

(9) 'n Tydperk waarin 'n werknemer—

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

(b) afwesig is vir militêre opleiding van hoogstens vier maande, wat in daardie jaar ondergaan word;

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

(d) van die werk afwesig is weens siekte, of weens die feit dat geen vrou in 'n bedryfsinrigting mag werk en geen werkgewer van 'n vrou mag vereis of haar mag toelaat om in sy bedryfsinrigting te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke ná geboorte eindig nie—indien die kind doodgebore word of sterf vóór die verstryking van agt weke ná die geboorte, hou die bepalings van hierdie subklousule op om van toepassing te wees vanaf 'n datum wat deur die Raad vasgestel word;

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

(i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae, as die werknemer, wat nie 'n werknemer is soos in subparagraaf (ii) genoem nie, versuim om, na 'n versoek om sodanige sertifikaat deur die werkgewer aan die werkgewer 'n sertifikaat deur 'n mediese praktisyn voor te lê dat hy weens siekte verhinder is om sy werk te verrig, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende 12 maande diens wat meer as 30 dae is;

(ii) van 'n werknemer van wie se werkgewer ingevolge 'n wet van die Parlement vereis word om voorsiening te maak vir die sorg en behandeling van sodanige werknemer wanneer hy siek of beseer is, nie vereis mag word dat hy 'n sertifikaat van 'n mediese praktisyn moet voorlê ten opsigte van 'n tydperk van afwesigheid in subparagraaf (i) genoem nie.

(10) *Jaarlikse verloftydperk moet vooraf bekendgemaak word.*—Minstens een kalendermaand kennis van die werklike datum waarop die jaarlikse verloftydperk aan die einde van die jaar begin, moet deur die werkgewer gegee word deur 'n toepaslike kennisgewing in die fabriek op 'n opvallende plek wat geredelik vir sy werknemers toeganklik is, op te plak.

(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. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

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

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

(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. 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 termination 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) *Transfers 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 this employees in the form prescribed in Annexure D of this Agreement. In the event of no transfers having occured a "NIL" return shall be submitted.

The employer shall likewise recored transfers on the respective service recored 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 and 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 imme-

16. INDIENSNEMING, OORPLASING EN DIENSBEËINDIGING

(1) *Dienskaarte moet by indiensneming getoon word.*—Behoudens subklousule (8) van hierdie klousule, moet 'n werkgewer, voordat hy 'n applikant om werk in diens neem, van hom vereis dat hy 'n dienskaart moet toon wat deur die Raad in die vorm van Aanhangsel A van hierdie Ooreenkoms uitgereik is.

Die werkgewer moet onmiddellik by indiensneming in die ruimte bedoel vir "latere ondervinding" die naam van sy fabriek inskryf, asook die datum van indiensneming, beroep, en loon by indiensneming, en moet die kaart veilig bewaar sodat daarmee ter geleëner tyd gehandel kan word ingevolge subklousule (2) van hierdie klousule by diensbeëindiging van die werknemer.

Geen werkgewer mag 'n werknemer in diens neem wat ingevolge hierdie Ooreenkoms geregtig is op besit van 'n siekefondsboek nie, tensy dié werknemer aan die werkgewer sodanige lidmaatskapboek voorgelê het wat deur die siekefonds van die Kaapse Klerasienywerheid uitgereik is as bewys van lidmaatskap van daardie fonds deur die werknemer.

Die werkgewer moet onmiddellik by indiensneming van sodanige werknemer, in die ruimte wat in die boek verskaf word, die naam van die fabriek en die datum van indiensneming inskryf, en daarna die boek onmiddellik aan die werknemer teruggee.

By beëindiging van sodanige werknemer se diens moet die werknemer op die datum waarop die beëindiging plaasvind, aan die werkgewer genoemde lidmaatskapboek wat deur die Siekefonds uitgereik is, voorlê, en die werkgewer moet in die ruimte wat verskaf is, die datum van diensbeëindiging inskryf en die datum parafeer.

As die dienskaart toon dat die werknemer ná haar bevalling weer in die Nywerheid begin werk, moet die werkgewer nie die werknemer toelaat om te begin werk totdat 'n na-geboorte-sertifikaat ingevolge subklousule (8) van hierdie klousule voorgelê is nie.

(2) *Diensverslagkaart moet by diensbeëindiging aan werknemer terugbesorg word.*—By diensbeëindiging van 'n werknemer moet die werkgewer die oorblywende besonderhede op die werknemer se diensverslagkaart invul, d.w.s datum van vertrek, loon op datum van vertrek, en duur van diens. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word. As die werknemer weens 'n bevalling ophou om te werk, moet dit op die kaart aangeteken word deur die woorde "weens bevalling" te skryf op die reël onder dié waarop die datum van diensbeëindiging aangeteken word.

(3) *Prosedure wanneer werknemer nie 'n diensverslagkaart voorlê nie.*—Die werkgewer moet onmiddellik by indiensneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms deur die voornemende werknemer laat invul en dit aanheg aan die weeklikse opgawe van indiensnemings in subklousule (4) hieronder bedoel. Waar die voornemende werknemer nie voorheen in die Klerasienywerheid in diens was nie, moet die werkgewer die applikant òf nie in diens neem totdat 'n doktersertifikaat ooreenkomstig subklousule (7) hieronder voorgelê is nie, òf, as hy die applikant sonder so 'n sertifikaat in diens neem, moet hy die dienste van die werknemer nie langer as vier weke behou nie tensy 'n doktersertifikaat ooreenkomstig subklousule (7) gedurende hierdie tydperk voorgelê is.

(4) *Weeklikse opgawe van indiensnemings en diensbeëindigings.*—Voor of op Vrydag elke week moet die werkgewer 'n opgawe in die vorm van Aanhangsel C van hierdie Ooreenkoms van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van daardie week opstel en dit in tweevoud aan die Raad stuur: Met dien verstande dat waar daar in 'n week geen personeelveranderings plaasgevind het nie, 'n "NUL"-opgawe ingedien moet word.

(5) *Kennis van oorplasings moet gegee word.*—Elke werkgewer moet binne vyf dae na die einde van elke kalendermaand die Raad in kennis stel van alle oorplasings in beroepe van sy werknemers in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. Ingeval daar geen oorplasings plaasgevind het nie, moet 'n "NUL"-opgawe ingedien word.

Die werkgewer moet insgelyks oorplasings op die onderskeie diensverslagkaarte van elke betrokke werknemer aanteken.

(6) *Skriftelike kennis van diensbeëindiging van 'n werknemer moet gegee word.*—Die werkgewer moet, wanneer hy kennis van sy voorneme gee om 'n werknemer te ontslaan, sy 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 in diens was nie, of wat voorheen ondervinding ooreenkomstig hierdie Ooreenkoms gehad het, maar vir 'n tydperk van een jaar of meer nie in die Nywerheid in diens was, sedert die datum waarop sodanige persoon laas in die Nywerheid in diens was, mag deur 'n werkgewer in diens geneem word na die datum van inwerkingtreding van hierdie Ooreenkoms nie, tensy 'n doktersertifikaat van geskiktheid vir diens verkry is van die tuberkulosekliniek van die Kaapstadse Munisipaliteit òf onmiddel-

diately 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 recommence 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 examination 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.
(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 provisions for the guidance of employers and employees.

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

18. TERMINATION OF EMPLOYMENT

(1) *Period of notice.*—Subject to—

(a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognized by law as sufficient;

(b) the provisions of any written agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month, as the case may be; and

(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.

lik vóór indiensneming òf binne vier (4) weke vanaf die datum van indiensneming. Die doktersertifikaat moet in die vorm wees wat in Aanhangsel F van hierdie Ooreenkoms voorgeskryf word en moet aan die Sekretaris van die Siekefonds gestuur word ingeval die werknemer deur die werkgewer in diens geneem word.

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

Waar 'n werknemer se dienste nie beëindig word nie, moet die werkgewer tog nog die datum aanteken waarop die werknemer weens bevalling opgehou het met werk.

Voor of op die datum waarop die werknemer se diens beëindig word of sy ophou werk, na gelang van die geval, moet die werkgewer die werknemer voorsien van 'n oningevulde "na-geboorteondersoeksertifikaat" en nòg dieselfde werkgewer nòg 'n nuwe werkgewer mag die werknemer toelaat om weer te begin werk of opnuut te begin werk nie, tensy die werknemer 'n behoorlik ingevulde "na-geboorte-ondersoeksertifikaat" van geskiktheid vir diens voorlê.

Waar so 'n sertifikaat toon dat die werknemer verdere behandeling nodig het, moet die Sekretaris van die Siekefonds daarvan in kennis gestel word en moet die sertifikaat per geregistreerde pos aan hom gestuur word.

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

17. REGISTERKAARTE, WET EN OOREENKOMS

(1) *Registerkaarte.*—Elke werkgewer moet 'n verslagkaart ten opsigte van elkeen van sy werknemers byhou, waarop ondergenoemde besonderhede voorkom:

(a) Fabrieksnommer van werknemer.
(b) Naam.
(c) Geslag.
(d) Adres.
(e) Ouderdom.
(f) Beroep.
(g) Begindatum.
(h) Vorige ondervinding.
(i) Nommer van diensertifikaat 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 Voorsorgfonds.
(p) Datum waarop benoemingsvorm aan die Raad gestuur is.

(2) *Vertoning van Ooreenkoms.*—Elke werkgewer moet in sy bedryfsinrigting op 'n opvallende plek waartoe sy werknemers geredelik toegang het, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasie ingevolge die Wet, opplak en opgeplak hou.

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

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

18. DIENSBEËINDIGING

(1) *Kennisgewingstermyn.*—Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemers waarin voorsiening gemaak word vir 'n kennisgewingstermyn van gelyke duur aan albei kante en vir langer as een week of een maand, na gelang van die geval; en

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

(2) *Betaling of verbeuring in plaas van kennisgewing.*—Ingeval 'n werkgewer 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 loonskaal wat sodanige werknemer onmiddellik vóór die datum van sodanige beëindiging ontvang het.

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 such six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in whichcase 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 insufficient to meet the full amount of forfeiture referred to in subclause (2) of this clause, the employers shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this 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 of 46 hours in the case of boiler attendants, 72 hours in the case of watchmen or caretakers and 42½ hours in the case of all other employees, 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) hereof:

(a) An employee may terminate his contract of employment by giving his employer notice equivalent to the number of days being worked in the week preceding the notice week; and

(b) an 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. EXCEPTIONS

(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.

Met betrekking tot bostaande beteken afwesigheid van werk, sonder dat verlof vooraf verkry is, vir 'n tydperk van ses agtereenvolgende kalenderdae, beëindiging van die dienskontrak, tensy die werknemer binne sodanige ses dae die werkgewer voorsien het van 'n doktersertifikaat wat sy onvermoë om sy gewone werk te verrig, bevestig, en in dié geval moet die werkgewer binne drie dae ná ontvangs van sodanige sertifikaat die werknemer in kennis stel dat hy sy betrekking oop sal hou totdat die werknemer in staat is om te werk of aan sodanige werknemer skriftelik kennis gee van diensbeëindiging. Van 'n werkgewer wat versuim om die werknemer se betrekking oop te hou of om binne sodanige drie dae kennis van diensbeëindiging te gee, word vereis dat hy die werknemer, in plaas van sodanige kennisgewing, moet betaal.

Vir die toepassing van hierdie subklousule begin die tydperk van afwesigheid van sy werk in die geval van 'n werknemer wat op 'n Vrydag by sy werk aanwesig is, vanaf die eersvolgende 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 geld wat 'n werkgewer aan 'n werknemer by wyse van lone skuld, onvoldoende is om die volle bedrag te betaal van die verbeuring genoem in subklousule (2) van hierdie klousule, is die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag van ander voordele (as daar is) wat vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak aan die ophoop was, af te trek.

Vir die toepassing van hierdie subklousule word besoldiging wat aan 'n werknemer ingevolge klousule 15 (1), (2) en (3) van hierdie Ooreenkoms verskuldig is, ook beskou as 'n voordeel wat aan die ophoop is.

(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 kennisgewingtermyn waaroor ooreengekom is.

(5) *Datum van inwerkingtreding van kennisgewing:*

(i) *Weekliks besoldigde werknemers.*—Kennis moet gegee word voor of op die dag waarop die werkweek van die bedryfsinrigting eindig, 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.*—Kennis moet gegee word te eniger tyd vóór die gewone sluitingstyd van die bedryfsinrigting op die laaste werkdag van die kalendermaand en sodanige kennis loop vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie klousule beteken 'n week kennisgewing 'n werkweek van 46 uur in die geval van 'n ketelbediener, 72 uur in die geval van 'n wag of oppasser, en 42½ uur in die geval van alle ander werknemers, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoudsbepaling is van toepassing op die tydperk van kennisgewing soos voorgeskryf of waaroor onderling ooreengekom ingevolge subklousule (3).

(7) Waar korttyd in 'n bedryfsinrigting gewerk word, moet kennis van diensbeëindiging ooreenkomstig (a) of (b) hiervan gegee word:

(a) 'n Werknemer mag sy dienskontrak beëindig deur aan sy werkgewer kennis te gee gelyk aan die getal dae wat in die week voor die kennisgewingweek gewerk is; en

(b) 'n werkgewer wat korttyd werk, moet insgelyks kennis aan 'n werknemer gee om sy dienskontrak te beëindig.

(8) *Proeftydperke:*

(a) *Weeklikse werknemers.*—Die bepalings van hierdie klousule is nie van toepassing ten opsigte van die eerste week nadat diens aanvaar is nie. Sodanige week word geag 'n proeftydperk te wees waarin die diens deur die werkgewer of die werknemer beëindig kan word deur vier uur 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 diens deur die werkgewer of werknemer beëindig mag word deur 24 uur 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 vrystellingsertifikaat verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag bly: Met dien verstande dat die Raad na goeddunke, nadat aan die betrokke persoon een week skriftelike kennis gegee is, 'n vrystellingsertifikaat mag intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

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

22. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 2c 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 UNIONS 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 documents 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 afore-mentioned 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 aford the agent all the facilities prescribed in this clause.

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

(1) No employer in the industry shall give out any work to be manufactured except in a factory as defined in terms of the Factories, Machinery and Building Works Act, 1941, and nor shall he require or permit any person to perform any work in the 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

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n sertifikaat deur hom onderteken uitreik waarin vermeld word—

(a) die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop dié vrystelling verleen word; en

(d) die tydperk waarin die vrystelling van krag is.

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

(5) 'n Werknemer wat werk kragtens vrystelling van een of meer van die bepalings van klousule 4 (1), word vir die doel van getalsverhouding van werknemers wat in klousule 8 van hierdie Ooreenkoms bepaal word, as 'n "leerling"-werknemer geag.

20. SITPLEKKE

Sitplekke met geskikte rugleunings wat deur die Raad goedgekeur is, moet vir alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL

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

22. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer weekliks van die verdienste van elkeen van sy werknemers, vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, 2c aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 14de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

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

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

24. AGENTE

(1) Die Raad moet een of meer aangewese persone aanstel as sy agent of agente om met die uitvoering van die bepalings van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—

(a) 'n perseel of plek waar die Klerasienywerheid uitgeoefen word, te betree, te inspekteer en te ondersoek, te eniger tyd wanneer hy redelike gronde het om te glo dat iemand daarin in diens is;

(b) elke werkgewer of werknemer wat hy in of by die perseel of plek aantref, na goeddunke, òf alleen òf in teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot aangeleenthede aangaande hierdie Ooreenkoms en hulle moet die vrae beantwoord wat deur genoemde agent gestel word;

(c) te eis dat 'n kennisgewing, boek, lys of ander dokumente wat gehou, vertoon of gemaak moet word vir doeleindes van registers wat nodig is vir die nakoming van die bepalings van hierdie Ooreenkoms, getoon word en om dit te ondersoek, na te gaan en afskrifte daarvan te maak op 'n wyse wat hy ter uitvoering van sy pligte nodig mag ag;

(d) te eis dat alle betaalstate, stukwerkregisters of 'n ander boek of boeke waarin aantekening gehou word van die werklike lone wat betaal is aan 'n werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon moet word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent sodanige plek betree, of so 'n plek of boeke ondersoek of nagaan, soos hierbo in hierdie klousule bedoel, kan hy 'n tolk of 'n assistent, deur die Raad aangestel, 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 werkgewer in die Nywerheid mag werk uitbestee om vervaardig te word nie, uitgesonderd in 'n fabriek soos omskryf in die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, en hy mag ook van niemand vereis of hom toelaat om werk in die Nywerheid ten behoewe van homself te verrig nie, uitgesonderd òf—

(a) as 'n werknemer van daardie werkgewer, in welke geval alle werk wat deur die werknemer verrig moet word, in die bedryfsinrigting van die werkgewer verrig moet word; òf

(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 patterns or templates used by his employer.

(4) No employer shall induce any employee of another employer to disclose any patterns or templates used by such employee's employer.

26. SICK FUND

The provisions of clause 26 of the Main Agreement of the Council, or the corresponding provisions of an agreement superseding the latter Agreement, shall *mutatis mutandis* apply to the employers and the employees.

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 said trade union not later than the fourteenth of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM

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

(1) Where any material is given out to be made up into garments by any person operating in the area covered by 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 undertake 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 purpose 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 Industrial Conciliation Act, 1956, and in regulation 8 under that 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.

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

(2) Vir die toepassing van hierdie klousule beteken 'n "werkgewer in die Nywerheid" ook 'n persoon wat nie self 'n vervaardiger is nie, maar wat werk uitbestee aan ander wat, as dit verrig word op die perseel van die persoon wat die werk uitbestee, werk binne die Klerasienywerheid (soos omskryf) sou uitmaak. Vir die toepassing van hierdie subklousule omvat "werk uitbestee" die uitreiking van materiaal met die doel om dié materiaal in kledingstukke of gedeeltes van kledingstukke te verwerk.

(3) Geen werknemer in diens van 'n werkgewer mag snypatrone of leipatrone wat deur sy werkgewer gebruik word, aan 'n ander werkgewer of persoon openbaar maak nie.

(4) Geen werkgewer mag 'n werknemer van 'n ander werkgewer oorreed om snypatrone of leipatrone wat deur dié werknemer se werkgewer gebruik word, openbaar te maak nie.

26. SIEKEFONDS

Die bepalings van klousule 26 van die Hoofooreenkoms van die Raad of die ooreenstemmende bepalings van 'n ooreenkoms wat laasgenoemde Ooreenkoms vervang, is *mutatis mutandis* op die werkgewers en die werknemers van toepassing.

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 ledegeld van die vakvereniging en moet sodanige bedrag of bedrae wat aldus afgetrek is, aan die sekretaris van genoemde vakvereniging stuur voor of op die 14de dag van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is.

28. SNY, MAAK EN AFWERK

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

(1) As materiaal uitbestee word om tot kledingstukke verwerk te word deur iemand wat in die gebied werksaam is wat deur hierdie Ooreenkoms gedek word, dan is die minimum skale en voorwaardes voorgeskryf in hierdie klousule bindend vir die prinsipaal of aannemer.

(2) Vir die toepassing van hierdie klousule beteken—

(a) "prinsipaal" of "aannemer" 'n persoon, firma, maatskappy of vereniging van individue wat in die Klerasienywerheid, soos in hierdie Ooreenkoms omskryf, werk op kontrak uitbestee, of dié persoon, firma, maatskappy of vereniging van persone 'n werkgewer is al dan nie; die kort benaming "prinsipaal" moet in onderstaande subklousule geag word "prinsipaal" of "aannemer" te beteken;

(b) "klaarmaker" 'n persoon, firma, maatskappy of vereniging van individue wat onderneem om materiaal wat aan hom of hulle uitbestee is deur 'n prinsipaal of aannemer, soos in hierdie klousule omskryf, 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 byhou wat voorgeskryf is in artikel 57 van die Wet op Nywerheidsversoening, 1956, en in regulasie 8 ingevolge daardie Wet.

(8) Die minimum skale waarteen die prinsipaal die klaarmaker moet betaal vir die klaarmaak van klere, is dié gemeld in Aanhangsel I van die Ooreenkoms wat by Goewermentskennisgewing 429 van 9 Maart 1956, gepubliseer is, en geen verminderings 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 Aanhangsel 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 on 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 direkteure 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 Ooreenkoms onderworpe is, die Sekretaris van die Raad binne 14 dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, opgewing, verkryging 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, verstrek 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:

(i) Clerical.....within Industry.....outside Industry .....y.....m.....d.
(ii) Common to Clothing and Knitting 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.....

Date.....

.....
For Secretary

Provident Fund Particulars

Nominee.....
Form No.....
Date.....

(ii) SUBSEQUENT EXPERIENCE

Factory	Date of engagement or transfer	Wage	Occupation	Date of leaving	Wage	Occupation	Length of employment			Initials of employer
							Years	Months	Days	

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

AANHANGSEL A

DIENSVERSLAG

Fabrieks No.....(i) Soos op.....No.....

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

Persoonskaart No....., van.....

ondergemelde ondervinding vir verhogingsdoeleindes opgedoen het:

Beroepe:

(i) Klerk in die Nywerheid..... .....j.....m.....d.
Klerk 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.....

in die.....seksie in diens geneem.

Medeondertekening van werknemer wat bostaande aanvaar.....

Datum.....

.....
Namens Sekretaris

Voorsorgsfondsbesonderhede

Benoemde.....
Vorm No.....
Datum.....

(ii) LATERE ONDERVINDING

Fabriek	Datum van indiensneming of oorplasing	Loon	Beroep	Datum van vertrek	Loon	Beroep	Duur van diens			Paraaf van werkgewer
							Jaar	Maande	Dae	

OPMERKING.—By diensaanvaarding moet hierdie kaart oorhandig word aan die werkgewer wat die eerste vier kolomme moet invul en die kaart moet bewaar. By vertrek moet die werkgewer 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 and 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.....
Voorname (voluit).....
Voorheen bekend as.....
Woonadres.....
Persoonskaart No.....
Huidige werkgewer.....

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 Klerasienywerheid (Kaap), met inbegrip van die Brei- en Kousseksies:

(i) Ondervinding in die Klerasienywerheid (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 Klerasienywerheid opgedoen in die volgende hoedanighede:

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

(Dokumentêre bewys van ondervinding in die korrek Klerasienywerheid 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 occupation	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 occupation	Wages	Service Record Card No.	Name of previous employer (if any)	Sick Fund No. (if any)	Rermarks

(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 of authorised agent

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

WEEKLIKSE OPGAWES VAN INDIENSNEMINGS EN DIENSBEËINDIGINGS

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)	Siekefonds-nommer (as daar is)	Opmerkings

DEEL II.—DIENSBEËINDIGINGS

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)	Siekefonds-nommer (as daar is)	Opmerkings

(Hierdie opgawe moet in tweevoud voorgelê word)

*B = Blanke, K = Kleurling, A = Asiaat, B = Bantoe. †Manlik = 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)

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

Name of factory.....

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)

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

Naam van fabriek.....

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP

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

Diens-verslag-kaart-nommer	Familienaam (in blokletters)	Voorname (eerste naam voluit)	Geslag	Nooiensvan	Vorige beroep	Loon	Datum van oor-plasing	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.....
Signature of Employee

Date 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

AANHANGSEL E

KENNISGEWING OM DIENS TE BEËINDIG

Werkgewer se naam.....
Adres.....

Werknemer se volle naam.....
Fabrieksnommer.....

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.....
Handtekening van werknemer

Datum ontvang.....
(Registrasienommer indien kennisgewing per pos gegee word).....
Datum gepos.....

L.W.—Kyk kousule 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

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 Rediography Service on.....

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

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

Signature.....
Name of firm.....
Date.....

STAMP OF MASS RADIOGRAPHY SERVICE

NOTE

(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

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE KLEREASIENYWERHEID (KAAP)

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE IN DIE NYWERHEID

Aan:
.....
.....
.....

Reëlings 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 dit so gou as moontlik aan hierdie firma terugbesorg.

Handtekening.....
Naam van firma.....
Datum.....

STEMPEL VAN MASSA-RADIOGRAFIEDIENS

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.

.....
Mediesebeampte

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 contribuitions.....R									
plus									
Employer's contribution.....R									
									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

Telefoon: 43-6631

Naam van firma.....

Adres.....

.....

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	
Voorsorgsfondsbydraes:								
Groep I.....							13c	
Groep II.....							15c	

Werknemers se totale bydraes.....R.....
plus
Werkgewersbydrae.....R.....

Totaal van terugbetalings van behuisingslenings, soos per aangehegte gegewens.....R.....

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.....

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	Address	State whether Proprietor, Director, Manager or Secretary
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

.....
Signature of Employer

AANHANGSEL H

NYWERHEIDSRAAD VIR DIE KLEREASIENYWERHEID (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 werkgewer

CONTENTS

No.		Page
Labour, Department of		
Government Notice		
R.2367.	Industrial Conciliation Act, 1956: Clothing Industry, Cape: Knitting Division Agreement	1

INHOUD

No.		Bladsy
Arbeid, Departement van		
Goewermentskennisgewing		
R.2367.	Wet op Nywerheidsversoening, 1956: Klerasienywerheid, Kaap: Ooreenkoms vir die Brei-afdeling	1

Printed by and obtainable from The Government Printer, Bosman Street, Private Bag X85, Pretoria

Gedruk deur en verkrygbaar by Die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria

1—3738