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22 DESEMBER

[No. 3739

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2366

22 December 1972

**INDUSTRIAL CONCILIATION ACT, 1956
CLOTHING INDUSTRY, CAPE.—LADIES' HOSIERY
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 Ladies' Hosiery 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 Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (k), 11 (2), 17, 18 and 20, 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; and

(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 Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (k), 11 (2), 17, 18 and 20, 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.

M. VILJOEN, Minister of Labour.

A—7582

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 2366

22 Desember 1972

**WET OP NYWERHEIDSVERSOENING, 1956
KLERASIENYWERHEID, KAAP.—OOREENKOMS
VIR DIE DAMESKOUSAFDELING**

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 Dameskousafdeling 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 die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousule 1 (a), 2, 5 (6) (k), 11 (2), 17, 18 en 20, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1975 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Afdelings van die Klerasienywerheid in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (k), 11 (2), 17, 18 en 20, 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.

M. VILJOEN, Minister van Arbeid.

1—3739

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' organisation") 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, Worcester, Strand, Somerset West 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 Ladies' Hosiery 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 the 12th 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 Conciliation Act, 1956, as amended;
"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression—

"skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

"work normally performed by a skilled artisan" includes the setting or re-setting of a machine for change in style;

"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 pack or unload vehicles and/or deliver goods;

"boarder" means an employee who is engaged in placing stockings on leg forms according to size preparatory to treatment in a steam chamber or removing stockings from leg forms after such treatment and placing such stockings in batches according to instructions received;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such a boiler;

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

"clerk" 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;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified" means a female clerk who has had less than four years' experience;

BYLAE
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)

OOREENKOMS

ingevoelge 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 land-drosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Worcester, Strand, Somerset-Wes en George nagekom word deur alle werk-gewers en werknemers wat lede is van onderskeidelik die werk-gewersorganisasies en die vakvereniging en wat betrokke is by of in diens is in die Dameskousafdeling van die Klerasienywerheid.

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWINGS

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 daarvan bedoel, en tensy die teenoorgestelde bedoeling 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;
"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken die uitdrukking—

"geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet;

"werk wat gewoonlik deur 'n geskoolde ambagsman gedoen word" ook die stel of verstel van 'n masjien vir snitverandering;
"assistent-versendingsverpakker" 'n werknemer wat die versendingsverpakker by die uitvoering van sy pligte help en van wie daar ook vercijs mag word om goedere op voertuie te laai of daarvan af te laai en/of goedere af te lewer.

"vormer" 'n werknemer wat kouse volgens grootte op beenvorms plaas ter voorbereiding vir behandeling in 'n stoomkamer of wat kouse ná sodanige behandeling van beenvorms afhaal en sodanige kouse in bondels maak volgens die instruksies wat hy ontvang het;

"keteloppasser" 'n werknemer wat onder algemene toesig die waterstand en stoomdruk in 'n ketel in stand hou en wat die vuur in sodanige ketel mag maak, in stand hou of uithaal;
"los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"klerk" 'n werknemer wat skryf-, tik- en lisseerwerk verrig, wat 'n ponskaart- of rekenmasjien bedien of wat enige ander vorm van klerklike werk verrig en omvat dit ook 'n kassier, versendingsklerk, pakhuysman en 'n telefonis maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan of klerklike werk deel van sodanige werknemer se werk uitmaak of nie;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"clerk, male, qualified," means a male clerk who has had not less than five years' experience;

"clerk, male, unqualified," means a male clerk who has had less than five years' experience;

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

(a) the making of all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other night-wear; and

(b) the making of all classes of garments, including quantity production tailoring made to the order of any department of state or provincial administration, the South African Railways and Harbours Administration or local authorities but shall not include the making of millinery or the making of ladies' or girl's 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 under garments;

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

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

"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;

"day" in relation to a shift worker, means the period of 24 hours calculated from the time the employee commences work;

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

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle and for the purpose of this definition the expression "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;

"dyer" means an employee who is responsible for and engaged in the dyeing process and who decides on the nature, weight, blending and application of the dyes or other chemicals to be used;

"dyer's assistant" means an employee who, under the supervision of a dyer, is responsible for the mixing of colours or who attends or operates the machines used in the dyeing or drying of stockings;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay and any work in connection with the over-hauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

"establishment" means any premises in or in connection with which one or more employees are employed in the Ladies' Hosiery Division of the Industry;

"experience" means in relation to—

(a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the state;

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the industry for the manufacture of ladies' stockings;

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

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

(b) checking or recording for production control;

"klerk, man gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

en omvat—

"Klerasienywerheid" of "Nywerheid," wat uit die klerasie-, brei en hemde-afdeling bestaan—

(a) die vervaardiging van alle soorte tweed- en linnehoede en pette vir mans en seuns en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke) vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, serpe, gordels en dele van kledingstukke, pajamas en ander nagklere; en

(b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke op groot skaal wat volgens die bestelling van 'n Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede gemaak word, maar omvat dit nie ook hoedemakery of die vervaardiging van dames- of meisiesjasse en -kostuums of boklere wat op die maat van individuele persone gemaak word nie;

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

"klere-afdeling"—

(a) daardie afdeling van die Klerasienywerheid waarin alle soorte tweed- en linnehoede, pette en alle soorte bo- en onderklere vir mans en seuns gemaak word;

(b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke op groot skaal wat volgens die bestelling van 'n Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede gemaak word; maar omvat dit nie hemde, boordjies, dasse, pajamas en ander nagklere, hoedemakery en die vervaardiging van dames- of meisiesjasse en -kostuums of ander boklere wat op die maat van individuele persone gemaak word nie;

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

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

"dag" met betrekking tot 'n skofwerker, die tydperk van 24 uur gereken vanaf die tyd waarop die werknemer begin werk;

"versendingsklerk" 'n werknemer wat daarvoor verantwoordelik is om goedere vir vervoer of aflewering te pak en wat toesig mag hou oor die bymeekaarmaak, nagaan, weeg, verpakking, merk, adressering of versending van sodanige goedere of pakke;

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

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wanneer hy bestuur en alle tyd wat die bestuurder aan werk in verband met die voertuig of die vraag bestee en alle tydperke wanneer daar van hom vereis word om op sy pos te bly, gereed om te bestuur;

"kleurder" 'n werknemer wat verantwoordelik is vir en in die kleurproses werkzaam is en wat beslis oor die aard, gewig, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word;

"kleurdersassistent" 'n werknemer wat, onder die toesig van 'n kleurder daarvoor verantwoordelik is om kleure te meng en wat die masjiene wat by die kleur of droging van kouse gebruik word, oppas of bedien;

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie sonder versuim gedoen moet word en enige werk in verband met die nasien of herstel van installasie of masjinerie wat nie gedurende die gewone werkeure gedoen kan word nie;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Dameskousafdeling van die Nywerheid werkzaam is;

"ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk in enige bedryf of in diens van die Staat gehad het;

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer in sy klas in die nywerheid vir die vervaardiging van dameskouse gehad het;

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

(a) Bywoningsregisters nagaan of besonderhede aanteken in verband met werknemers wat aan die werk is of van die werk afwesig is; loonkaarte of -koeverte opstel vir latere gebruik deur 'n klerk;

(b) nagaanwerk verrig of aantekeninge hou vir produksie-onklaar;

- (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;

"factory clerk, qualified," means a factory clerk who has had not less than 18 months' experience;

"factory clerk, unqualified," means a factory clerk who has had less than 18 months' experience;

"foreman" means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"Grade I employee" means an employee who is engaged in any one or more of the following activities:

- (1) Closing toes of stockings by means of a linking process;
- (2) examining stockings after dyeing for defects;
- (3) grading or sorting stockings according to length, size, or quality;
- (4) mending ladders in stockings by hand or machine;
- (5) seaming fully-fashioned stockings by machine;
- (6) seaming undyed pantihose and tights;
- (7) machining pantihose and tights;
- (8) examining pantihose or tights after dyeing for defects;

"Grade I employee, qualified," means a Grade I employee who has had not less than two years' experience;

"Grade I employee, unqualified," means a Grade I employee who has had less than two years' experience;

"Grade II employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (1) Boarder;
- (2) closing toes of stockings other than by means of a linking process;
- (3) dyer's assistant;
- (4) folding, wrapping or boxing stockings;
- (5) knitter's assistant who also examines semi-completed stockings for defects;
- (6) mending stockings, other than as in (4) of Grade I employee;
- (7) packing boxed stockings for despatch or delivery;
- (8) trimming surplus threads off stockings by hand or machine;
- (9) pairing and measuring undyed pantihose and tights;
- (10) examining undyed pantihose and tights;
- (11) slitting undyed pantihose and tights;
- (12) closing toes of pantihose and tights;
- (13) examining stockings before dyeing for defects.

"Grade II employee, qualified," means a Grade II employee who has had not less than 12 months' experience;

"Grade II employee, unqualified," means a Grade II employee who has had less than 12 months' experience;

"Grade III employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (1) Assembling or setting up cardboard containers;
- (2) knitter's assistant;
- (3) separating blanks;
- (4) stamping or stencilling the name, brand or size on stockings;
- (5) taking finished or semi-finished stockings from one department to another within an establishment;
- (6) turning hose before and after toe closing;
- (7) laying-up material for undyed pantihose gussets;
- (8) line feeder;

"Grade III employee, qualified," means a Grade III employee who has had not less than six months' experience;

"Grade III employee, unqualified," means a Grade III employee who has had less than six months' experience;

"Handyman" means an employee who is engaged in making minor repairs or renovations to buildings or other structures;

"knitter's assistant" means an employee who, under the general supervision of a machine knitter, is engaged in any one or more of the following activities:

- (1) Removing loose threads or fluff from needles; and who may be required to report the malfunctioning of a machine;
- (2) removing or replacing bobbins;
- (3) threading machines;

"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.

(c) met die hand of 'n masjien afskrifte maak van fakture of ander dokumente;

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

(e) besonderhede van afval aanteken;

"fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens 18 maande ondervinding;

"fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as 18 maande ondervinding;

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

"graad I-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (1) Koustone sluit deur middel van 'n skakelproses;
- (2) kouse vir defekte nagaan nadat dit gekleur is;
- (3) kouse volgens lengte, grootte of gehalte gradeer of sorteer;
- (4) lere in kouse met die hand of 'n masjien stop;
- (5) die nate van ten volle gefatsoeneerde kouse met 'n masjien toewerk;
- (6) ongekleurde kousbroeke en spanbroeke stik;
- (7) kousbroeke en spanbroeke met 'n masjien afwerk;
- (8) surplusgaredraadjes met die hand of 'n masjien van kouse gekleur is;

"graad I-werknemer, gekwalifiseer," 'n graad I-werknemer met minstens twee jaar ondervinding;

"graad I-werknemer, ongekwalifiseer," 'n graad I-werknemer met minder as twee jaar ondervinding;

"graad II-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen of wat een of meer van die volgende werksaamhede verrig:

- (1) Vormer;
- (2) koustone deur middel van 'n ander proses as 'n skakel-proses sluit;
- (3) kleurderassistent;
- (4) klouse vou, toedraai of in dose pak;
- (5) breiersassistent wat ook halfklaar kouse vir defekte ondersoek;
- (6) kouse stop, uitgesonderd die werksaamheid bedoel in (4) van die omskrywing van "graad I-werknemer";
- (7) kouse wat in dose verpak is, vir versending of aflewering pak;
- (8) surplusgaredraadjes met die hand of masjien van kouse afknip;
- (9) ongekleurde kousbroeke en spanbroeke in pare rangskik en meet;
- (10) ongekleurde kousbroeke en spanbroeke ondersoek;
- (11) ongekleurde kousbroeke en spanbroeke spleet;
- (12) die tone van kousbroeke en spanbroeke toewerk;
- (13) defekte in kouse soek voordat dit gekleur word;

"graad II-werknemer, gekwalifiseer" 'n graad II werknemer met minstens 12 maande ondervinding;

"graad II-werknemer, ongekwalifiseer" 'n graad II-werknemer met minder as 12 maande ondervinding;

"graad III-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen of een of meer van die volgende werksaamhede verrig:

- (1) Kartonhouers inmeekaarsit of opstel;
- (2) breiersassistent;
- (3) blinde stukke inmeekaarsit;
- (4) die naam, handelsmerk of grootte op kouse stempel of sjabloneer;
- (5) afgewerkte of halfklaar kouse van een afdeling na 'n ander in 'n bedryfsinrigting neem;
- (6) kouse omdop voordat en nadat tone toegewerk is;
- (7) materiaal vir ongekleurde kousbroekinsetsels in lae plaas;
- (8) lynvoerder;

"graad III-werknemer, gekwalifiseer" 'n graad III-werknemer met minstens ses maande ondervinding;

"graad III-werknemer, ongekwalifiseer" 'n graad III-werknemer met minder as ses maande ondervinding;

"faktotum" 'n werknemer wat minder belangrike herstelwerk of opknappwerk aan geboue of ander strukture verrig;

"breiersassistent" 'n werknemer wat onder die algemene toesig van 'n masjienbreier een of meer van die volgende werksaamhede verrig:

- (1) Los garedraadjes of dons uit naalde verwyder, en van wie daar vereis mag word om te rapporteer indien 'n masjien sleg werk;
- (2) spoel verwyder en vervang;
- (3) gare deur masjiene ryg;

"brei-afdeling" daardie afdeling waarin werkgewers en werknemers met mekaar geassosieer is vir die brei van kleeftof en/of kouse en/of kledingstukke wat op rond-, plat- of vormbreimasjinerie gebrei word, en omvat dit die maak van kledingstukke uit gebreide kleeftof in die bedryfsinrigting waarin gemelde kleeftof gebrei is;

"labourer" means an employee who is engaged in one or more of the following activities:

- (1) Carrying, moving, stacking or unpacking goods or other articles, other than as in (5) of Grade III employees;
- (2) cleaning or washing premises, plant, machines, tools, utensils or other articles;
- (3) cutting up or otherwise destroying rejected stockings;
- (4) gardening work;
- (5) Lime-washing or colour-washing buildings or other structures;
- (6) loading or unloading;
- (7) making or maintaining fires, or removing refuse or ashes;
- (8) opening or closing or unpacking or strapping cartons, boxes, bags or other containers;
- (9) preparing or serving tea or similar beverages;

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

"machine knitter" means an employee who is in general charge of and responsible for the operation of a knitting machine or set of knitting machines and whose duties include any one or more of the following activities:

- (a) Making minor adjustments to such machine or machines;
- (b) removing or replacing needles;
- (c) re-setting such machine or machines except for style;
- (d) supervising one or more knitter's assistant;

"machine knitter, qualified," means a knitter who has had not less than three years' experience;

"machine knitter, unqualified," means a machine knitter who has had less than three years' experience;

"mechanic" means an employee who, under the supervision of an artisan, is engaged in making repairs or adjustments to machinery, plant or other equipment used directly in the manufacture of the products of an establishment and who may set or re-set a machine for change in style.

"mechanic, qualified," means a mechanic who has had not less than three years' experience;

"mechanic, unqualified," means a mechanic who has had less than three years' experience;

"motor vehicle" means any power-driven vehicle used for conveying goods outside the employer's establishment and includes a mechanical horse and a tractor;

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle, on work connected with the vehicle or the load;

"piece-work" means any system under which an employee's remuneration is based on the quantity of work done;

"supervisor" means an employee who, under the supervision of a foreman, is in charge of a group of employees;

"shift worker" means an employee who is engaged on shift work in the knitting or boarding sections of an establishment in which three consecutive shifts per day are worked on not less than five days per week;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a power failure, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

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

"trailer" means any conveyance drawn by a motor vehicle;

"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 cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 4,54 kg;

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

- (1) Goedere of ander artikels dra, verplaas, opstapel of uitpak, uitgesonderd die werksaamhede bedoel in (5) van die omskrywing van "graad III-werknemer";
- (2) persele, installasie, masjiene, gereedskap, gerei of ander artikels skoonmaak of was;
- (3) uitskotkouse opсны of op 'n ander manier vernietig;
- (4) tuinwerk;
- (5) gebooue of ander strukture met wit- of kleurkalk bestryf;
- (6) laai of aflaa;
- (7) vuur maak of in stand hou, of as of afval verwyder;
- (8) kartonne, dose, sakke of ander houers oopmaak of toemaak of uitpak of vasbind;
- (9) tee of soortgelyke drankie maak of opdis;

"dameskousafdeling" daardie afdeling van die breiseksie waar in werkgewers en werknemers in 'n bedryfsinrigting wat ingevolg die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word, met mekaar geassosieer is of dameskouse uit kunsvesel, sy, katoen, wol of enige kombinasie daarvan of uit enige ander materiaal te vervaardig en omvat dit ook alle werksaamhede wat uit voornoemde bedrywighede voortspruit;

"masjienbreier" 'n werknemer wat die algemene beheer het oor en verantwoordelik is vir die werking van 'n breimasjiene of 'n groep breimasjiene en wie se pligte een of meer van die volgende werksaamhede omvat:

- (a) Minder belangrike verstellings aan sodanige masjiene c masjiene;
- (b) die verwydering of vervanging van naalde;
- (c) die verstel van sodanige masjiene of masjiene uitgesonder die verstel van masjiene vir snitverandering;
- (d) toesighouding oor een of meer breiersassistentie;

"masjienbreier, gekwalifiseer," 'n masjienbreier met minstens drie jaar ondervinding;

"masjienbreier, ongekwalifiseer," 'n masjienbreier met minder as drie jaar ondervinding;

"werktuigkundige" 'n werknemer wat onder die toesig van 'n ambagsman herstel- of stelwerk verrig aan masjinerie, installasie of ander uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word en wat 'n masjien mag stel of anders mag stel vir snitveranderings;

"werktuigkundige, gekwalifiseer," 'n werktuigkundige met minstens drie jaar ondervinding;

"werktuigkundige, ongekwalifiseer" 'n werktuigkundige met minder as drie jaar ondervinding;

"motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere buite die werkgewer se bedryfsinrigting, en ook 'n voorhaker en 'n trekker;

"deeltydse motorvoertuigbestuurder" 'n werknemer wat gewoonlik ander pligte verrig as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in 'n week vir hoogstens drie uur altesaam op sodanige dag 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wanneer hy bestuur en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig o die vraag terwyl die voertuig onder sy sorg is;

"Stukwerk" enige stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid werk verrig, gegrond word;

"senior bestuurs-, professionele of administratiewe werknemer" 'n werknemer wat deur sy werkgewer belas word met die verrigting van werk wat die verantwoordelijkheid meebring om beslissings van 'n professionele of administratiewe aard te geby die bestuur van die werksaamhede van 'n bedryfsinrigting;

"toesighouer" 'n werknemer wat onder die toesig van 'n voor-

man aan die hoof van 'n groep werknemers staan;

"skofwerker" 'n werknemer wat skofwerk doen in die brei- of vormafdeling van 'n bedryfsinrigting waarin drie agtereenvolgende skofte per dag op minstens vyf dae in 'n week gewerk word;

"korttyd" 'n tydelike vermindering van die gewone werksuur weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n krag onderbreking, 'n algemene onklaarraking van installasie of masjinerie of 'n werklike of dreigende ineenstorting van geboue;

"pakhuisman" 'n werknemer wat algemene beheer voer oor die voorrade inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wie se plig dit is om in 'n voorraadskuur of pakhuis goedere te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n voorraadskuur of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer;

"sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee op 'n lisensie of sertifikaat ten opsigte van 'n motorvoertuig of sleepwa uitgereik deur 'n owerheid wat blywettig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of drie wielmotorfiets, 'n bromponie of 'n bromfiets of 'n trapfiets met 'n hulpmotor, die onbelaste massa geag word hoogstens 454 kg te wees;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 8; Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 7, received over and above the amount which he would have received if he had not been employed on such a basis;

"watchman" means an employee who is engaged in guarding premises or other property.

For the purpose of the Agreement an employee 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 as set out hereunder:

(a) Employees other than casual employees:

	From date of coming into operation of this Agreement to 12/12/74	From 13 December 1974
	Per week R	Per week R
PART A		
<i>Clerical employees</i>		
Clerk, female:		
Qualified.....	19,40	19,80
Unqualified—		
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
Clerk, male:		
Qualified.....	28,50	29,20
Unqualified—		
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
Factory clerk:		
Qualified.....	17,55	18,00
Unqualified—		
first six months of experience.....	11,25	11,55
second six months of experience.....	12,90	13,20
third six months of experience.....	14,60	15,00

PART B

	<i>General</i>	
Artisan.....	42,95	44,00
Assistant despatch packer.....	12,20	12,50
Despatch packer.....	13,60	13,95
Dyer.....	42,95	44,00
Foreman.....	45,00	46,10
Handyman.....	18,00	18,45
Supervisor.....	23,00	23,60
Driver of motor vehicle, the unladen mass, together with the unladen mass of any trailer or trailers drawn by such vehicle.—		
(i) does not exceed 454 kg.....	13,50	13,85
(ii) exceeds 454 kg but not 2 724 kg.....	18,00	18,45
(iii) exceeds 2 724 kg but not 4 540 kg.....	23,90	24,50
(iv) exceeds 4 540 kg.....	25,85	26,50
Part-time driver of motor vehicle.....	13,50	13,85
Mechanic:		
Qualified.....	25,00	25,75
Unqualified—		
first six months of experience.....	9,00	9,20
second six months of experience.....	10,90	11,15
third six months of experience.....	12,80	13,10
fourth six months of experience.....	14,75	15,10
fifth six months of experience.....	16,65	17,05
sixth six months of experience.....	18,55	19,00

"loon" die geldbedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 8 voorgeskryf: Met dien verstande—

(i) dat, as 'n werkgewer 'n werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê word dat dit enige besoldiging raak of omvat wat 'n werknemer, in diens geneem op 'n grondslag waarvoor klousule 7 voorsiening maak, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens geneem was nie;

"wag" 'n werknemer wat persele of ander eiendom bewaak. Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING

(1) 'n Werkgewer moet aan elkeen van sy werknemers in ondergenoemde klasse dié minimum loon betaal wat hieronder gemeld word:

(a) Werknemers, uitgesonderd los werknemers:

	Vanaf datum van inwerking-treding van hierdie ooreenkoms tot 12/12/74	Vanaf 13 Desember 1974
	Per week R	Per week R
DEEL A		
<i>Klerke</i>		
Klerk, vrou:		
Gekwalifiseer.....	19,40	19,80
Ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	11,75	12,00
gedurende tweede jaar ondervinding.....	13,60	13,95
gedurende derde jaar ondervinding.....	15,50	16,00
gedurende vierde jaar ondervinding.....	17,45	17,90
Klerk, man:		
Gekwalifiseer.....	28,50	29,20
Ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	12,90	13,20
gedurende tweede jaar ondervinding.....	16,00	16,40
gedurende derde jaar ondervinding.....	19,10	19,60
gedurende vierde jaar ondervinding.....	22,20	22,80
gedurende vyfde jaar ondervinding.....	25,30	26,00
Fabrieksklerk:		
Gekwalifiseer.....	17,55	18,00
Ongekwalifiseer—		
gedurende eerste ses maande ondervinding.....	11,25	11,55
gedurende tweede ses maande ondervinding.....	12,90	13,20
gedurende derde ses maande ondervinding.....	14,60	15,00

DEEL B

	<i>Algemeen</i>	
Ambagsman.....	42,95	44,00
Assistent-versendingsverpakker.....	12,20	12,50
Versendingsverpakker.....	13,60	13,95
Kleurder.....	42,95	44,00
Voorman.....	45,00	46,10
Faktotum.....	18,00	18,45
Toesighouer.....	23,00	23,60
Bestuurder van 'n motorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word:		
(i) Hoogstens 454 kg is.....	13,50	13,85
(ii) Meer as 454 kg maar hoogstens 2724 kg is.....	18,00	18,45
(iii) Meer as 2724 kg maar hoogstens 4540 kg is.....	23,90	24,50
(iv) Meer as 4540 kg is.....	25,85	26,50
Deeltydse bestuurder van 'n motorvoertuig....	13,50	13,85
Werktuigkundige:		
Gekwalifiseer.....	25,00	25,75
Ongekwalifiseer—		
gedurende eerste ses maande ondervinding.....	9,00	9,20
gedurende tweede ses maande ondervinding.....	10,90	11,15
gedurende derde ses maande ondervinding.....	12,80	13,10
gedurende vierde ses maande ondervinding.....	14,75	15,10
gedurende vyfde ses maande ondervinding.....	16,65	17,05
gedurende sesde ses maande ondervinding.....	18,55	19,00

	Per week R	Per week R
Machine knitter:		
Qualified.....	25,00	25,75
Unqualified—		
first six months of experience.....	10,10	10,35
second six months of experience.....	12,25	12,55
third six months of experience.....	14,40	14,75
fourth six months of experience.....	16,55	16,95
fifth six months of experience.....	18,65	19,10
sixth six months of experience.....	20,80	21,30
Grade I employee:		
Qualified.....	15,54	16,00
Unqualified—		
first six months of experience.....	8,15	8,35
second six months of experience.....	9,55	9,80
third six months of experience.....	10,95	11,15
fourth six months of experience.....	12,35	12,65
Grade II employee:		
Qualified.....	11,75	12,00
Unqualified—		
first six months of experience.....	8,15	8,35
second six months of experience.....	9,55	9,80
Grade III employee:		
Qualified.....	10,10	10,35
Unqualified—		
first three months of experience.....	8,00	8,20
second three months of experience.....	8,70	8,90
Boiler attendant.....	13,70	14,00
Watchman.....	13,80	14,10
Labourer, male.....	12,90	13,20
Labourer, female.....	12,90	13,20
Employee not elsewhere in this clause specifically mentioned.....	10,10	10,35

(b) *Casual employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee shall be on a weekly basis, and save as provided in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), 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 8 or less.

(3) *Differential wage.*—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 at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

(i) that the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed for such employee.

	Per week R	Per week R
Masjienbreier:		
Gekwalifiseer.....	25,00	25,75
Ongekwalifiseer—		
gedurende eerste ses maande ondervinding.....	10,10	10,35
gedurende tweede ses maande ondervinding.....	12,25	12,55
gedurende derde ses maande ondervinding.....	14,40	14,75
gedurende vierde ses maande ondervinding.....	16,55	16,95
gedurende vyfde ses maande ondervinding.....	18,65	19,10
gedurende sesde ses maande ondervinding.....	20,80	21,30
Graad I-werknemer:		
Gekwalifiseer.....	15,54	16,00
Ongekwalifiseer—		
gedurende eerste ses maande ondervinding.....	8,15	8,35
gedurende tweede ses maande ondervinding.....	9,55	9,80
gedurende derde ses maande ondervinding.....	10,95	11,15
gedurende vierde ses maande ondervinding.....	12,35	12,65
Graad II-werknemer:		
Gekwalifiseer.....	11,75	12,00
Ongekwalifiseer—		
gedurende eerste ses maande ondervinding.....	8,15	8,35
gedurende tweede ses maande ondervinding.....	9,55	9,80
Graad III-werknemer:		
Gekwalifiseer.....	10,10	10,35
Ongekwalifiseer—		
gedurende eerste drie maande ondervinding.....	8,00	8,20
gedurende tweede drie maande ondervinding.....	8,70	8,90
Ketelbediener.....	13,70	14,00
Wag.....	13,80	14,10
Arbeider, man.....	12,90	13,20
Arbeider, vrou.....	12,90	13,20
Werknemer nie elders in hierdie klousule spesifiek gemeld nie.....	10,10	10,35

(b) *Los werknemers.*—'n Los werknemer moet ten opsigte van elke dag of deel van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as die werkgewer vereis dat 'n los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van dié klas; en voorts met dien verstande dat, as die werkgewer vereis dat 'n los werknemer vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag werk, sy loon met hoogstens 50 persent verminder mag word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus, en behoudens die bepalings van klousule 5 (6), moet 'n werknemer minstens die volle weekloon wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, per week betaal word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 8 vir hom geld of gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor of—

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

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié in sy eie klas, in subklousule (1) voorgeskryf word, moet so 'n werknemer vir dié dag soos volg betaal:

(i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief, en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik hoër as die loon wat die werknemer vir sy gewone werk ontvang het: Met dien verstande—

(i) dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;

(ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word dat dit 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Calculation of wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who works a five-day week;

(ii) six, in the case of any other employee.

(b) The monthly wage of an employee, shall be four and a third times his weekly wage.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary weekly hours of work prescribed in clause 8 for an employee of his class.

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

(a) All employees who qualify for an increase during the period 1 January to 31 March of the calendar year shall be granted such increases with effect from and including the first pay week after 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 year shall be granted to employees with effect from and including the first pay week after 15 May, 15 August and 15 November which falls within the respective periods.

(c) In calculating whether an employee qualifies for an increment all periods of absence from work shall be counted except any absence without pay for a continuous period in excess of four consecutive pay weeks and in respect whereof full particulars of the name of the employee and the period of absence has been advised to the Council within 14 days of the employee resuming work.

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 10 (4), any amount due to an employee, other than a casual employee shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 15 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker 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) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or pay roll number and occupation;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made.

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) *Casual employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and lodging.*—Save as provided in the Bantu Urban Areas Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, in sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat vyf dae per week werk;

(ii) ses, in die geval van alle ander werknemers.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure per week wat in klousule 8 vir 'n werknemer van sy klas voorgeskryf word.

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

(a) Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar in aanmerking kom vir 'n verhoging, moet sodanige verhogings toegestaan word met ingang van die eerste betaalweek na 15 Februarie van sodanige jaar.

Wanneer 'n werknemer nie gedurende genoemde betaalweek in diens is nie, word hy op die verhoging geregtig met ingang van die datum waarop hy in diens geneem word.

(b) Op dieselfde wyse moet alle verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verskuldig word aan werknemers toegestaan word met ingang van en insluitende die eerste betaalweek na 15 Mei, 15 Augustus en 15 November wat binne die onderskeie tydperke val.

(c) Om te bereken of 'n werknemer in aanmerking kom vir 'n verhoging, moet alle tydperke van afwesigheid van werk getel word uitgesonderd afwesigheid sonder betaling vir 'n tydperk van langer as vier agtereenvolgende betaalweke ten opsigte waarvan volledige besonderhede omtrent die naam van die werknemer en die tydperk van afwesigheid binne 14 dae nadat die werknemer weer begin werk het, aan die Raad verstrekk is.

5. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens klousule 10 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne 15 minute na die uitskeityd op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal (of, in die geval van 'n skofwerker, op 'n tydstop waaroor sodanige werknemer en sy werkgewer ooreengekom het en wat in die gewone kantoorure van die bedryfsinrigting val, maar nie later nie as 24 uur na die gewone betaal-dag) of by diensbeëindiging as dit voor die gewone betaal-dag geskied, en sodanige bedrag moet in 'n kovert of houer wees waarop die volgende besonderhede aangeteken is of wat vergeesel gaan van 'n staat waarop die volgende vermeld word:

- Die werkgewer se naam;
- die werknemer se naam, of sy nommer op die betaalstaat, en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die besonderhede omtrent enige ander besoldiging vir diens wat deur die werknemer verrig is;
- besonderhede omtrent bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word;

en

(i) die tydperk waarvoor die betaling geskied; en sodanige kovert of houer waarop hierdie besonderhede aangeteken word, of sodanige staat, word die eiendom van die werknemer.

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.

(3) *Premies.*—Geen bedrag vir die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werk-gewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema waartoe die werkgewer ingevolge die wet moet bydra nie.

(4) *Koop van goedere.*—'n Werkgewer mag nie vereis dat sy werknemer van hom of van enige winkel, plek of persoon deur hom aangewys, goedere koop nie.

(5) *Etes en huisvesting.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom of by 'n persoon of op 'n plek deur hom aangewys, eet of woon of eet en woon nie.

(6) *Aftrakkings.*—'n Werkgewer mag sy werknemer geen boetes ople of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds;

(b) Except where otherwise provided in his Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) A deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) Whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodge or board or lodge with his employer, a deduction not exceeding the amounts specified hereunder—

	Per week		Per month	
	R	c	R	c
(i) Board.....	0	80	3	47
(ii) Lodging.....	0	40	1	73
(iii) Board and lodging.....	1	20	5	20

(e) Whenever the ordinary hours of work prescribed in clause 8 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—

(i) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

(ii) that no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) A deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;

(g) With the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority;

(h) Where scissors have been provided by an employer to his employee, a weekly instalment not exceeding 10 cents may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer, he shall be entitled to a refund of the total amount he has paid;

(i) 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;

(j) Subject to the provisions of subclause (4), with the written consent of the employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-half of the total wage due to such employee.

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

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

(m) 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.

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.

(b) behoudens andersluidende bepaling in hierdie Ooreenkoms, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;

(c) 'n bedrag wat 'n werkgever ingevolge of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;

(d) wanneer 'n werknemer daarmee instem of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting, of etes of huisvesting van sy werkgever aan te neem, hoogstens die volgende bedrag of bedrae:

	Per week		Per maand	
	R	c	R	c
(i) Etes.....	0	80	3	47
(ii) Huisvesting.....	0	40	1	73
(iii) Etes en huisvesting.....	1	20	5	20

(e) wanneer die gewone werkure in klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering: Met dien verstande—

(i) dat geen bedrag ten opsigte van korttyd wat uit 'n slappe in die bedryf of 'n tekort aan grondstowwe voortspruit, afgetrek mag word nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) dat geen bedrag ten opsigte van korttyd weens 'n krag-onderbreking of 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue vir die eerste uur waarin daar nie gewerk word nie, afgetrek mag word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;

(g) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n tehuis wat sodanige werknemer in 'n lokasie of Bantoeoord onder die beheer van so 'n raad of ander plaaslike owerheid bewoon;

(h) wanneer 'n werkgever 'n skêr aan sy werknemer verskaf, 'n maandelikse paaiement van hoogstens tien sent totdat die koste wat die werkgever aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgever teruggee, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;

(i) 'n bedrag van hoogstens 'n ½c per koppie tee waar 'n werknemer ingestem het om tee (of 'n ander drank) wat die werkgever verskaf aan te neem, maar geen werknemer mag verplig word om tee of 'n ander drank te drink nie;

(j) behoudens subklousule (4) en met die skriftelike toestemming van die werknemer, enige bedrag wat aan 'n werkgever verskuldig mag wees vir goedere wat sy werknemer van hom gekoop het: Met dien verstande dat die bedrag aldus afgetrek hoogstens die helfte van die totale loon wat aan sodanige werknemer verskuldig is, mag wees;

(k) met die skriftelike toestemming van sy werknemer, bedrae as bydraes tot die fondse van die vakvereniging.

(l) bedrae ten opsigte van terugbetalings op huislenings bepaal in klousule 8 (v) van die voorsorgfondsooreenkoms gepubliseer by Goewermmentskennisgewing R. 861 van 5 Junie 1970.

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

6. TYDREGISTERS

(1) Elke werkgever moet tot tevredenheid van die Raad 'n half-outomatiese tydregistertoestel of ander registerstelsel verskaf en moet bo alle redelike twyfel die werklike tyd wat elke individuele werknemer by die bedryfsinrigting was, vasstel.

(2) Elke werknemer moet, tensy hy weens siekte of 'n ander onvermydelike oorsaak verhoed word, elke dag die werklike tydperk wat hy in die bedryfsinrigting was, registreer.

(3) Elke werknemer moet persoonlik ooreenkomstig die metode wat in die bedryfsinrigting in gebruik is, registreer, en geen werknemer mag namens enige ander werknemer in sodanige bedryfsinrigting registreer nie.

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

7. PIECE-WORK

(1) An employer may, after at least one week's notice to his employee introduce any piece-work system and, save as provided in clause 5 (6), the employer shall pay such employee, who is employed on such piece-work system, remuneration at the rates applicable under such system; Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

(a) in the case of an employee other than a casual employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;

(b) in the case of a casual employee, in respect of each day on which piece-work is performed the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).

(3) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one week's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

(4) Notwithstanding anything to the contrary in this clause an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

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

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

(a) in the case of an employee, other than a shift worker, who works a six-day week—

(i) forty-six in any week from Monday to Saturday, inclusive, and

(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one-half;

(b) in the case of an employee, other than a shift worker, who works a five-day week—

(i) forty-six in any week from Monday to Friday, inclusive, and

(ii) subject to subparagraph (i) hereof, nine and one quarter on any day;

(c) in the case of a shift worker—

(i) forty-six in any week from Sunday to Saturday, inclusive, and

(ii) subject to subparagraph (i) hereof, eight on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and one-half on any day.

(3) *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, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: 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, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iii) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval;

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

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

7. STUKWERK

(1) Minstens een week ná kennisgewing aan sy werknemer mag 'n werkgever 'n stukwerkstelsel invoer en, behoudens klousule 5 (6), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:

(a) In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié week sou moes betaal het as hy hom betaal het op 'n grondslag van tyd gewerk;

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word die bedrag wat hy so 'n werknemer vir die dag sou moes betaal het as hy hom betaal het op 'n grondslag van tyd gewerk.

(2) 'n Werkgever moet 'n lys van die tariewe vermeld in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan sy werknemers wat volgens dié stelsel werk minstens een week kennis van sodanige voorneme gee: Met dien verstande dat die werkgever en sy werknemer oor 'n langer termyn van kennisgewing mag ooreenkom en dan moet die werkgever minstens die tydperk waarvoor ooreengekom is, kennis gee.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgever nie 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

8. WERKURE, GEWONE EN OORTYDURE, EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n los werknemer, meer gewone werkure werk nie as—

(a) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat ses dae in 'n week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag minder as vyf is, en dan mag die ure op engeen van die orige dae tot agt en 'n half verleng word;

(b) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, wat vyf dae in 'n week werk—

(i) vier-en-sestig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op enige dag;

(c) in die geval van 'n skofwerker—

(i) ses-en-veertig in 'n week van Sondag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag.

(2) 'n Werkgever mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt en 'n half op 'n dag werk nie.

(3) *Eienspouses.*—'n Werkgever mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens een uur waarin daar nie van sodanige werknemer vereis mag word of waarin hy nie toegelaat mag word nie om enige werk te verrig, en dié pouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie: Met dien verstande—

(i) dat werktidperke wat onderbreek word deur pouses van minder as een uur, geag word aaneenlopend te wees;

(ii) dat, as so 'n pouse, langer as 'n uur is, alle tydperke van langer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;

(iii) dat 'n bestuurder van 'n motorvoertuig wat in so 'n pouse geen ander werk verrig as om die voertuig onder sy sorg te hê nie, by die toepassing van hierdie subklousule geag word in die pouse nie te gewerk het nie;

(iv) dat hoogstens een sodanige pouse gedurende die gewone werkure op enige dag geag word nie 'n deel van die gewone werkure uit te maak nie;

(v) dat, as op enige dag as gevolg van oortydwerk van 'n werkgever vereis word dat hy aan 'n werknemer 'n tweede etenspouse toestaan, sodanige pouse op versoek van die werknemer verminder mag word na 15 minute, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk nie sewe uur te bowe gaan nie en sodanige tweede etenspouse mag geag word nie 'n deel van die gewone werkure of oortydwerk te vorm nie;

(vi) that such an interval need not be granted to a shift worker during his ordinary hours of work on any day if he is given the opportunity during such hours of work having a meal while at his post.

(4) *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;

and during such interval 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 of such employee.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in subclauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, ten hours in any week.

(8) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or
(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

(b) in the case of any other employee, one and one-half times his ordinary wage in respect of the total period so worked by such employee in any week.

Where an employee, other than a shift worker, is required or permitted to work on 'n Saturday, his employer shall pay the employee concerned a travelling allowance of not less than 20c.

(10) *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 subclause (1).

(11) *Savings.*—(a) The provisions of this clause shall not apply to a watchman provided 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 any such day off, pay the employee concerned the wage which he would have received if he had not worked on such day plus an amount of not less than his daily wage in respect of such day not granted.

(b) The provisions of subclauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of subclause (4) shall not apply to a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a part-time driver of a motor vehicle, or a shift worker.

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to the provisions of clause 5 (6), if an employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(vi) dat sodanige pouse op geen dag aan 'n skofwerker gedurende sy gewone werkure toegestaan hoef te word nie, indien hy gedurende sodanige uur die geleentheid gegee word om op sy pos 'n ete te nuttig.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens—

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

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

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

(5) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousule (3), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(6) *Oortydwerk.*—Alle tyd wat 'n werknemer langer gewerk het as die getal gewone werkure in subklousules (1) en (2) voorgeskryf, word geag oortydwerk te wees.

(7) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) wat 'n los werknemer betref, twee uur op 'n dag;

(b) wat alle ander werknemers betref, 10 uur in 'n week.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 6-uur nm. en 6-uur vm. te werk nie;

(b) op meer as vyf dae in 'n week na 1-uur nm. te werk nie;

(c) meer as twee uur oortyd op 'n dag werk nie, maar 'n werknemer wat vyf dae in 'n week werk, mag op 'n Saterdag tot vier uur oortyd werk;

(d) op meer as drie opeenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

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

(i) so 'n werknemer voor die middag kennis daarvan gegee het; of

(ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) so 'n werknemer minstens 25 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

(9) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen 'n tarief van—

(a) wat 'n los werknemer betref, minstens een en 'n halfmaal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer op enige dag aldus gewerk het;

(b) wat alle ander werknemers betref, minstens een en 'n halfmaal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer in enige week aldus gewerk het.

As daar van 'n werknemer, uitgesonderd 'n skofwerker, vereis word of as hy toegelaat word om op 'n Saterdag te werk, moet die werkgewer 'n reistoelae van minstens 20 sent aan die betrokke werknemer betaal.

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

(11) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat daar nie van hom vereis mag word of hy nie toegelaat mag word om vir meer as ses agtereenvolgende dae te werk nie sonder dat 'n vry dag met volle betaling aan hom verleen word; en voorts met dien verstande dat die werkgewer, in plaas daarvan dat hy sodanige vry dag aan sy wag verleen, die betrokke werknemer dié loon mag betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon, ten opsigte van sodanige dag wat nie aan hom verleen is nie.

(b) Subklousules (3), (4) en (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

(c) Subklousule (4) geld nie vir 'n bestuurder van 'n motorvoertuig, 'n arbeider wat op 'n aflewerings-voertuig help 'n deeltydse bestuurder van 'n motorvoertuig of 'n skofwerker nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens die bepalings van klousule 5 (6), moet 'n werkgewer aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, his employer shall, save as provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus an amount calculated at a rate not less than his ordinary wage in respect of the total period worked by him on such day: Provided that, where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) *Compensation for work on a Sunday.*—Whenever an employee, other than a shift worker, works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

(ii) if he so works for a period exceeding four hours at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater, or—

(b) pay him at a rate not less than one and one-half times his ordinary wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) Whenever a shift worker works a shift which falls partly on any public holiday mentioned in subclause (1) and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

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

(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.

(7) The provisions of this clause shall not apply to casual employee or a watchman.

10. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment, with him—

(a) in the case of a watchman, 21 consecutive calendar days' leave;

(b) in the case of every other employee, 14 consecutive calendar days' leave; and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a) an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b) an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave:

Provided that for the purposes of this clause, 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 be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(2) The leave prescribed in subclause (1) shall be granted at a time to be fixed by the employer: Provided—

(i) that, if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens klousule 5 (6), vir die week waarin so 'n dag val minstens sy weekloon betaal, plus 'n bedrag bereken teen minstens sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige dag gewerk het: Met dien verstande dat, as daar van die werknemer vereis of as hy toegelaat word om minder as vier uur op so 'n dag te werk, hy geag word vier uur te gewerk het.

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

(a) die werknemer—

(i) indien hy aldus 'n tydperk van hoogstens vier uur werk, minstens y dagloon betaal;

(ii) indien hy aldus 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(b) hom teen een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf dié Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, as daar van sodanige werknemer vereis of as hy toegelaat word om minder as vier uur op sodanige Sondag te werk, hy geag word vier uur te gewerk het.

(4) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag vermeld in subklousule (1) en gedeeltelik op 'n ander kalenderdag val, word daar geag dat die hele skof gewerk is op die dag waarop die grootste deel van sodanige skof val.

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

(6) *Paasaweek.*—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 werknemers moet vir sodanige namiddag volle besoldiging ontvang ten opsigte van die ure wat gewoonlik op Donderdagnamiddae gewerk word. Waar daar op 'n besoldigde halfdag vakansie met besoldiging gewerk word, moet die werknemers, benevens betaling vir sodanige halfdag vakansie, ook besoldiging teen die oortydtaarif ontvang vir die tyd na 1 nm. gewerk.

(7) Hierdie klousule geld nie vir 'n los werknemer of 'n wag nie.

10. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van 12 maande in sy diens die volgende verlof toestaan:

(a) Wat 'n wag betref, 21 agtereenvolgende kalenderdae verlof;

(b) aan alle ander werknemers, 14 agtereenvolgende kalenderdae verlof; en moet hy so 'n werknemer ten opsigte van sodanige verlof die volgende betaal:

(i) Wat 'n werknemer in paragraaf (a) vermeld, betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;

(ii) wat 'n werknemer in paragraaf (b) vermeld, betref, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is:

Met dien verstande dat, wanneer 'n werknemer op 'n ander grondslag as tyd wat hy werklik gewerk het, besoldig word, sy gewone besoldiging vir die toepassing van hierdie klousule bereken moet word asof hy per uur betaal word, en op enige datum vasgestel moet word deur sy totale besoldiging gedurende die drie maande wat die datum onmiddellik voorafgaan, of gedurende die totale tydperk van sy diens by die betrokke werkgever, naamlik die kortste tydperk, te deel deur die aantal ure wat hy gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is, gewerk het.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande—

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), so toegestaan word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en werknemer skriftelik daartoe ooreengekom het voor die afloop van gemelde tydperk van vier maande, moet die werkgever aan die werknemer sodanige verlof toestaan vanaf 'n datum nie later as twee maande na afloop van die gemelde tydperk van vier maande nie;

(ii) that the period of leave shall not be concurrent with sick leave nor, unless the employee so requests and the employer agrees in writing, with any period of military training in pursuance of the Defence Act 1957;

(iii) that if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that such request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates, and

(ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates whichever is the later.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) *Leave remuneration*.—The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(5) An employee whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in paragraph (a) of subclause (1), one-fourth; and

(b) in the case of an employee referred to in paragraph (b) of subclause (1), one-sixth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose contract of employment is terminated before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 14 pays an employee in lieu of notice and also any period or periods during which an employee is absent—

(a) on leave in terms of this clause;

(b) on sick leave in terms of clause 19;

(c) on the instructions or at the request of his employer;

(d) undergoing any military training in terms of the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training undergone in that year, an employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) dat die tydperk van verlof nie saamval met siekteverlof nie, of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding nie ingevolge die Verdedigingswet, 1957;

(iii) dat, as Nuwejaarsdag, Goëe Vrydag, Hemelvaartdag, Republiekdag, Gelofte-dag, of Kersdag binne die tydperk van sodanige verlof val, daar vir elk sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elk sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;

(iv) dat 'n werkgever al die dae geleentheidsverlof wat, op die skriftelike versoek van sy werknemer, met volle betaling aan hom toegestaan is gedurende die tydperk van 12 maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof mag aftrek.

(3) (a) Op skriftelike versoek van 'n werknemer mag 'n werkgever die verlof oor 'n tydperk van hoogstens 24 maande diens laat ooploop: Met dien verstande—

(i) dat so 'n werknemer sodanige versoek doen binne vier maande na afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(b) Die bepalinge van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) 'n Werknemer wie se dienskontrak gedurende enige diens-termyn van 12 maande eindig voordat die verloftydperk opgevolg het wat in subklousule (1) ten opsigte van so 'n termyn voorgeskryf is, moet by sodanige diensbeëindiging benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyn 'n bedrag betaal word van minstens—

(a) wat betref 'n werknemer in paragraaf (a) van subklousule (1) vermeld, 'n kwart van die weekloon; en

(b) wat betref 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek; en met dien verstande voorts dat 'n werknemer—

(i) wat sy diens verlaat sonder om dié kennis te gee en dié opseggingstermyn uit te dien wat by klousule 14 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of die werknemer die werkgever in plaas van kennisgewing betaal het; of

(ii) wat sy diens sonder regsgeldige rede verlaat; of

(iii) wat deur sy werkgever sonder kennisgewing ontslaan word om redes wat vir sodanige ontslag regtens genoegsaam is; tot geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag alle tydperke te omvat ten opsigte waarvan 'n werkgever ingevolge klousule 14 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook alle tydperke waarin 'n werknemer afwesig is—

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 19;

(c) op las of op versoek van sy werkgever;

(d) terwyl hy militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957;

wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van punte (a), (b) en (c), plus tot vier maande van enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en die diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige keer ingevolge so 'n wet op verlof geregtig geword het;

(ii) in the case of an employee who was in employment before the coming into force of the Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may, for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment for 14 consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to subclause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (b) shall in respect of any leave due to him be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

(9) *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.

11. 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) *Non-Members of Trade Union.*—No member 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 registered for the clothing industry for the magisterial districts in which this Agreement is operative, 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 section;

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

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

12. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

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

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

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

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

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

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Ooreenkoms in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie ingevolge daarvan op 'n tydperk van jaarlikse verlof geregtig word het nie, op die aanvangsdatum van sodanige diens;

(iii) in geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgever in diens getree het of op die datum van inwerkingtreding van hierdie Ooreenkoms, en wel op die jongste van die twee datums.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgever te eniger tyd, maar hoogstens een maal in enige tydperk van 12 maande, sy bedryfsinrigting vir jaarlikse verlofdoeleindes vir 14 opeenvolgende kalenderdae sluit, plus enige addisionele dae wat ingevolge die derde voorbehoudsbepaling van subklousule (2) bygevoeg mag word.

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ooreenkomstig paragraaf (a) nie geregtig is op die volle tydperk van jaarlikse verlof wat in subklousule (1) (b) voorgeskryf word nie, moet ten opsigte van enige verlof wat hom toekom, deur sy werkgever op die grondslag gemeld in subklousule (5) betaal word, en vir jaarlikse verlofdoeleindes daarna word sy diens geag op die datum van sodanige sluiting van die bedryfsinrigting te begin.

(9) *Verlenging van jaarlikse verloftydperk.*—'n Werkgever is nie daarop geregtig om die jaarlikse verloftydperk in subklousule (1) van hierdie klousule bedoel, te verleng nie sonder die vooraf verkreeë toestemming van die Raad wat na goeë dunks voorwaardes kan stel.

11. VERBOD OP INDIENSNEMING VAN SEKERE PERSONE

(1) *Persone onder die ouderdom van 15 jaar.*—Geen werkgever mag enigiemand onder die ouderdom van 15 jaar in diens neem nie.

(2) *Persone wat nie lede van die Vakvereniging is nie.*—Geen lid van die werkgewersorganisasie mag 'n werknemer wat nie 'n lid is nie van die vakvereniging wat vir die klerasiennywerheid geregistreer is vir die landdrosdistrikte waarin hierdie Ooreenkoms geld, vir langer as 'n maand in diens neem nie: Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie op—

(a) klerke; of

(b) 'n werknemer wat, na die mening van die Raad, om 'n afdoende rede lidmaatskap van die vakvereniging geweier is, waar die applikant binne 30 dae vanaf sodanige weiering by die Raad aansoek gedoen het om vrystelling van die toepassing van hierdie klousule;

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

(d) 'n immigrant gedurende die eerste jaar vanaf die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging 'n lid daarvan te word, die bepaling van hierdie klousule onmiddellik in werking tree.

12. INDIENSNEMING, OORPLASING EN DIENS-BEEINDIGING

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

Die werkgever moet, sonder versuim, by indiensneming in die plek wat verskaf word vir "latere ondervinding" die naam van sy fabriek, die datum van indiensneming, beroep en loon by indiensname invul en moet die kaart veilig bewaar sodat daar by die diensbeëindiging van die werknemer na behore mee gehandel kan word ingevolge subklousule (2) van hierdie klousule.

Geen werkgever mag 'n werknemer wat ingevolge hierdie Ooreenkoms daarop geregtig is om 'n Siektefondsboek te besit, in diens neem nie, tensy sodanige werknemer die lidmaatskapsboek wat deur die Siektefonds vir die Kaapse Klerasiennywerheid ten bewys van dié werknemer se lidmaatskap van daardie Fonds uitgereik is, aan die werkgever voorgelê het.

Die werkgever moet onmiddellik nadat hy sodanige werknemer in diens geneem het, die naam van die fabriek en die datum van indiensneming aanbring op die plek waar daarvoor in die boek voorsiening gemaak word, en die boek onmiddellik daarna aan die werknemer teruggee.

Die werknemer moet op die dag waarop sy diens beëindig word die lidmaatskapsboek wat deur die Siektefonds uitgereik is, aan die werkgever voorlê en die werkgever moet die datum van diensbeëindiging inskryf op die plek wat daarvoor verskaf word en sodanige datum op die plek wat daarvoor verskaf word, parafeer.

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 forthwith complete the remaining details on the employee's service card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialed 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 and a copy of the application shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in clause 19. Where the prospective employee has not previously been employed in the Clothing Industry, the employee shall either not engage the applicant until a medical certificate has been produced in accordance with subclause (7) hereunder, or if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with subclause (7) has been produced.

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

(5) *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 his employees in the form prescribed in Annexure D of this Agreement. In the event of no transfers having occurred a "NIL" return shall be submitted. The employer shall likewise record transfers on the respective Service Record Card of each employee affected.

(6) *Notice of termination of an employee's services to be given in writing.*—The employer shall when giving notice of intention to dismiss an employee, give his employee written notice in the form of Annexure E to this Agreement (vide clause 14).

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

(8) *Procedure where employee leaves employment due to confinement and on re-employment thereafter.*—Where an employee's services are terminated due to confinement this fact must be recorded on her Blue Service Card as provided for in subclause (2) above.

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

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

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

Supplies of the blank "post-natal certificates" may be obtained from the Secretary of the Fund.

Indien die dienskaart toon dat die werknemer na 'n bevalling weer in die nywerheid begin werk, moet die werkgever die werknemer nie toelaat om te begin werk nie tot tyd en wyl 'n kraamsertifikaat ingevolge subklousule (8) van hierdie klousule voorgeleë is.

(2) *Die dienskaart moet by diensbeëindiging aan die werknemer terugbesorg word.*—Wanneer 'n werknemer se diens beëindig word, moet die werkgever onmiddellik die oorblywende besonderhede op die dienskaart van die werknemer invul, dit wil sê die datum waarop diens verlaat word, loon ten tyde van die datum waarop diens verlaat word en die duur van die diens. Die ingevulde kaart moet daarna geparafeer word en by diensbeëindiging aan die werknemer oorhandig word. Indien die werknemer as gevolg van 'n bevalling ophou om te werk, moet dit op die kaart aangedui word deur die woorde "Vir Bevalling" op die lyn net onderkant die lyn waarop die datum van diensbeëindiging aangeteken word.

(3) *Prosedure wanneer die werknemer nie 'n dienskaart voorleë nie.*—Die werkgever moet die voornemende werknemer by indiensneming onmiddellik 'n aansoek in die vorm van Aanhangel B van hierdie Ooreenkoms laat invul en dit heg aan die weeklikse indiensnemingstaat waarvan daar in subklousule (4) hiervan melding gemaak word, en die werkgever moet terselfdertyd 'n kopie van die aansoek stuur aan die Sekretaris van die Siektiefonds waarvan daar in klousule 19 melding gemaak word. Waar die voornemende werknemer nie voorheen in die Klerasiensywerheid in diens was nie, moet die werkgever of nie die applikant in diens neem nie tot tyd en wyl 'n mediese sertifikaat ooreenkomstig subklousule (7) hieronder voorgeleë word, of, indien hy die applikant sonder sodanige sertifikaat in diens neem, moet hy sodanige werknemer nie langer as vier weke in diens hou nie, tensy hy gedurende hierdie tydperk 'n mediese sertifikaat ooreenkomstig subklousule (7) voorleë.

(4) *Weeklikse staat van indiensnemings en diensbeëindigings.*—Die werkgever moet voor of op Vrydag van elke week 'n verslag van al die indiensnemings en diensbeëindigings van werknemers ten opsigte van daardie week in die vorm van Aanhangel C van hierdie Ooreenkoms in duplikaat invul en aan die Raad stuur. Met dien verstande dat waar daar in 'n week geen veranderinge in die personeel plaasgevind het nie, 'n "GEEN"-opgaaf ingestuur moet word.

(5) *Kennisgewing van oorplasinge.*—Elke werkgever moet binne vyf dae na die einde van elke kalendermaand die Raad van alle oorplasinge van sy werknemers na ander beroepe in die vorm voorgeskrif in Aanhangel D van hierdie Ooreenkoms in kennis stel. Ingeval daar geen oorplasinge was nie, moet 'n "GEEN"-opgaaf ingestuur word.

Die werkgever moet op dieselfde wyse oorplasinge op die kaarte van elke werknemer wat daardeur geraak word, aanteken.

(6) *Kennis van 'n werknemer se diensbeëindiging moet skriftelik gegee word.*—Die werkgever moet sy werknemer skriftelik in die vorm van Aanhangel E van hierdie Ooreenkoms (kyk klousule 14) in kennis stel van sy voorneme om hom te ontslaan.

(7) *Verpligte X-straalondersoek van nuwelinge in die Nywerheid.*—Niemand wat nie voorheen in die Nywerheid in diens was nie, of wat vorige ondervinding ooreenkomstig hierdie Ooreenkoms gehad het en gedurende 'n tydperk van een jaar of langer sedert die datum waarop hy laas in die Nywerheid in diens was, nie in die Nywerheid in diens was nie, mag na die datum waarop hierdie Ooreenkoms in werking tree deur 'n werkgever in diens geneem word nie, tensy 'n mediese diensgeskiktheidsertifikaat van die Tuberkuloseklyniek van die munisipaliteit Kaapstad onmiddellik voor of binne vier (4) weke vanaf die datum van indiensname verkry is. Die mediese sertifikaat moet in die vorm wees wat in Aanhangel F van hierdie Ooreenkoms voorgeskrif word en moet aan die Sekretaris van die Siektiefonds gestuur word ingeval die werkgever die werknemer in diens neem.

(8) *Prosedure wanneer die werknemer haar diens verlaat as gevolg van 'n bevalling en wanneer sy weer in diens geneem word.*—Wanneer 'n werknemer se diens weens 'n bevalling beëindig word, moet dit op haar Blou Dienskaart aangeteken word soos in subklousule (2) hierbo bedoel.

Wanneer 'n werknemer se diens nie beëindig word nie, moet die werkgever nogtans die datum aanteken waarop sy ophou om te werk weens 'n bevalling.

Die werkgever moet voor of op die datum van sodanige diensbeëindiging of die datum waarop sy ophou om te werk, na gelang van die geval, 'n oningevulde "Kraamondersoeksertifikaat" aan die werknemer verskaf en nóg dieselfde werkgever nóg enige nuwe werkgever mag die werknemer toelaat om weer by dieselfde of 'n ander werkgever te begin werk tensy die werknemer 'n behoorlik ingevulde "Kraamondersoeksertifikaat" van diensgeskiktheid voorleë.

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

"Kraamsertifikaat" is verkrygbaar van die Sekretaris van die Fonds.

13. 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 Blue Service Record 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.

14. TERMINATION OF EMPLOYMENT

(1) *Period of notice.*—Subject to—

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

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

(c) the provisions of subclause (8) of this clause;

an employer and his employees shall, in the case of a weekly paid employee, give not less than one week's notice and in the case of a monthly paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) *Payment or forfeiture in lieu of notice.*—In the event of an employer or an employee failing to give notice as provided in subclause (1) hereof, he shall pay or forfeit respectively—

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

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

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

In die 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 which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice.

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

13. VERSLAGKAARTE, WET EN OOREENKOMS

(1) *Verslagkaart.*—Elke werkgewer moet ten opsigte van elke een van sy werknemers 'n verslagkaart hou wat die volgende besonderhede aantoon:

- (a) Fabrieksnommer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Beroep.
- (g) Aanvangsdatum.
- (h) Vorige ondervinding.
- (i) Nommer van Blou Diensverslagkaart.
- (j) Aanvangsloon.
- (k) Verhogingsdatums.
- (l) Voorsorgsfondsgroep.
- (m) Datum van aansluiting by Voorsorgsfonds.
- (n) Datum waarop Raad kennis gegee het van eerste aftrekking vir Voorsorgsfonds.
- (o) Naam en adres van benoemde ingevolge Voorsorgsfonds.
- (p) Datum waarop benoemingsvorm aan die Raad gestuur is.

(2) *Tentoonstelling van Ooreenkoms.*—Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasies by die Wet in 'n opvallende plek in sy bedryfsinrigting wat vir sy werknemers maklik bekombaar is, opplak en opgeplak hou.

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

(4) *Tentoonstelling van Fabriekswet en Regulasies.*—Ooreenkomsdig die vereistes van die Fabriekswet is dit noodsaaklik dat elke werkgewer 'n kopie van die Wet en die regulasies wat ingevolge daarvan opgestel is in 'n prominente plek wat aan die werknemers wat in die bedryfsinrigting werk goed bekend is en vir hulle maklik toeganklik is, in sy bedryfsinrigting opplak en opgeplak hou.

14. DIENSBEÏNDIGING

(1) *Opseggingstermyn.*—Behoudens—

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

(b) enige skriftelike ooreenkoms tussen die werkgewer en sy werknemers wat 'n langer opseggingstermyn bepaal as een week of een maand, na gelang van die geval, en wat vir albei partye ewe lank is;

(c) subklousule (8) van hierdie klousule;

moet 'n werkgewer en sy werknemer, in die geval van 'n werknemer wat weekliks betaal word, minstens een week kennis gee en in die geval van 'n werknemer wat maandeliks betaal word, 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 nalaat om kennis te gee soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die volgende verbeur:

(a) In die geval van 'n werknemer wat weekliks betaal word, een week se loon;

(b) in die geval van 'n werknemer wat maandeliks betaal word, een maand se loon;

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

Wat bogenoemde betref, word afwesigheid van werk sonder voorafgaande toestemming vir 'n tydperk van ses agtereenvolgende kalenderdae geag 'n beëindiging van die dienskontrak te wees, tensy die werknemer binne ses dae 'n mediese sertifikaat aan sy werkgewer voorleë waarin gesertifiseer word dat hy nie in staat is om sy gewone werk te verrig nie, en dan moet die werkgewer binne drie dae nadat hy sodanige sertifikaat ontvang het, die werknemer in kennis stel dat hy sy werk vir hom sal hou tot tyd en wyl die werknemer in staat is om te werk of, so nie, moet hy sodanige werknemer skriftelik van sy diensbeëindiging in kennis stel. Van 'n werkgewer wat nalaat om die werknemer se werk vir hom te hou of om hom binne drie dae van sy diensbeëindiging in kennis te stel word vereis om die werknemer in plaas van sodanige kennisgewing te betaal.

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

(3) 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 employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this subclause any payment which may be due to an employee in terms of subclauses (1), (2) and (3) of clause 10 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, 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 the 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.

(g) *Trial periods*—(a) *Weekly employees*.—The provisions of this clause shall not apply in respect of the first two weeks after commencing employment. Such two weeks 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.

15. EXEMPTIONS

(1) Subject to the provisions of subclause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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

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

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

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

16. 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.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer, indien geld wat hy in die vorm van loon aan 'n werknemer verskuldig is, onvoldoende is om die volle bedrag van verbeuring in subklousule (2) van hierdie klousule bedoen, te betaal, daarop geregtig om sodanige bedrag te neem uit ander voordele (as daar is), wat tot by die beëindiging van sy dienskontrak vir die werknemer opgehoop het.

Vir die toepassing van hierdie subklousule word enige betaling wat aan 'n werknemer ingevolge subklousules (1), (2) en (3) van klousule 10 van hierdie Ooreenkoms verskuldig mag wees, ook geag 'n voordeel te wees wat aan die oploop is.

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

(5) *Geldigheidsdatum van kennisgewing*—(i) *Werknemers wat weekliks betaal word*.—Kennis moet voor of op die laaste dag van die werkweek van 'n bedryfsinrigting gegee word en is van krag met ingang van dié dag, ongeag of sodanige dag die dag is waarop besoldiging gewoonlik in die bedryfsinrigting geskied.

(ii) *Werknemers wat maandeliks betaal word*.—Kennis moet te eniger tyd voor die gewone sluitingstyd van die bedryfsinrigting op die laaste werkdag van die kalendermaand gegee word en geld vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie klousule, beteken kennisgewing van 'n week 'n werkweek van 46 uur, of 'n volle week se loon in plaas daarvan, en dieselfde bepaling geld vir die termyn wat ingevolge subklousule (3) voorgeskryf word of waarvoor wedersyds ooreengekom word.

(7) Wanneer daar in 'n bedryfsinrigting korttyd gewerk word, moet kennisgewing van diensbeëindiging ingevolge (a) en (b) van hierdie subklousule gegee word:

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

(b) 'n Werknemer wat korttyd werk, moet op dieselfde wyse aan 'n werknemer kennis gee ten einde die dienskontrak te beëindig.

(8) *Proeftydperke*—(a) *Weeklikse werknemers*.—Die bepalings van hierdie klousule is nie van toepassing ten opsigte van die eerste twee weke nadat diens begin is nie. Sodanige twee weke word geag 'n proeftydperk te wees waarin die diens deur die werkgewer of die werknemer met vier uur kennisgewing beëindig mag word.

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

15. VRYSTELLINGS

(1) Behoudens subklousule (2) van hierdie klousule mag die Raad om enige afdoende rede aan of ten opsigte van enige persoon vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet, ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling geld, vasstel: Met dien verstande dat, indien die Raad dit goedgevind, enige vrystellingsertifikaat na een week skriftelike kennisgewing ingetrek mag word, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie 'n vrystellingsertifikaat verleen word 'n sertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanig vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling geld.

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

16. UITGAWES VAN DIE RAAD

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

(2) Elke werkgewer moet vir elke week van elke kalendermaand op die vorm wat deur die Raad verskaf word in die vorm van Aanhangsel G van hierdie Ooreenkoms 'n opgaaf van die getal werknemers wat by hom in diens is, aan die Raad stuur.

17. TRADE UNION'S 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.

18. AGENTS

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

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

(b) orally examine, either alone or in the presence of any other person, as he thinks fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;

(c) require the production of any notice, book, list or other document which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;

(d) require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.

(2) The agent, when entering, inspecting or examining any such place or books 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 afford the agent all the facilities prescribed in this clause.

19. SICK FUND

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

20. 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 15th of each month immediately succeeding the month during which such deductions were made.

21. 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.

(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 8th day of November 1972.

A. M. ROSENBERG, Chairman of the Council.

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

G. J. NEL, Secretary of the Council.

17. VERTEENWOORDIGERS VAN DIE VAKVERENIGINGS IN DIE RAAD

Elke werkgever moet aan enigeen van sy werknemers wat verteenwoordigers in die Raad is alle redelike fasiliteite verleen om hulle pligte in verband met die werk van die Raad na te kom.

18. AGENTE

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

(a) enige perseel of plek waar die klerasierywerheid beoefen word te enige tyd binne te gaan, te inspekteer en te ondersoek, wanneer hy rede het om te glo dat enige persoon daarin in diens is;

(b) elke werkgever of werknemer wat hy op die perseel of plek aantref, of alleen of in die teenwoordigheid van iemand anders, na goeie mondelinge te ondervra, ten opsigte van aangeleenthede in verband met hierdie Ooreenkoms en hierdie persone moet die vrae wat gemelde agent aan hulle stel, beantwoord;

(c) te eis dat enige kennisgewing, boek, lys of ander dokument wat vir opgewedoeleindes gehou, vertoon of opgestel moet word om die bepalings van hierdie Ooreenkoms na te kom aan hom voorgelê word en dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak soos hy geskik ag met die oog op die uitvoering van sy pligte;

(d) te vereis dat alle betaalstate, stukwerkboeke of enige ander boek of boeke waarin rekening gehou van die werklike lone wat aan 'n werknemer betaal word vir wie lone in hierdie Ooreenkoms voorgeskryf word, aan hom voorgelê word, en dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die agent mag, wanneer hy enige sodanige plek binnegaan of boeke inspekteer of ondersoek wat hierbo in hierdie klousule genoem word, 'n tolk of assistent deur die Raad aangestel, met hom saamneem.

(3) Elke persoon vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite wat in hierdie klousule voorgeskryf word, verleen.

19. SIEKTEFONDSE

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

20. VAKVERENIGINGBYDRAES

'n Werkgever moet op die skriftelike versoek van sy werknemer weekliks enige bedrag of bedrae aan bydraes tot die fondse van die vakvereniging wat in die skriftelike versoek gespesifiseer word, van die werknemer se besoldiging aftrek en die bedrag of bedrae wat aldus afgetrek word voor of op die 15 van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is, aan die Sekretaris van genoemde vakvereniging stuur.

21. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever vir wie hierdie Ooreenkoms bindend is en wat dit nog nie ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms vir hom bindend word, die besonderhede wat in Aanhangsel H van hierdie Ooreenkoms gemeld word aan die Sekretaris van die Raad verskaf.

(2) Elke werkgever moet, ingeval van 'n verandering in die naam waaronder of die adres of adresse waar sake gedoen word, 'n verandering van die vennote of, indien die werkgever 'n maatskappy is, 'n verandering van sy sekretaris of van sy direkteur of bestuursers, of ingeval die werkgever se boedel geskewestreë word of, indien die werkgever 'n maatskappy is, ingeval die maatskappy gelikwedeër word, of in die geval van die oordrag of staking van die sake wat gedoen word, of indien 'n ander besigheid aangeskaf of begin word wat aan die bepalings van hierdie Ooreenkoms onderworpe is, binne 14 dae na die verandering, sekwestrasie, likwidasie, oordrag, staking, aanskaffing of begin aan die Sekretaris van die Raad 'n skriftelike opgaaf stuur waarin volle besonderhede uiteengesit word van die verandering, sekwestrasie, likwidasie, oordrag, staking, aanskaffing of begin, na gelang van die geval.

Namens die party op hede die 8ste dag van November 1972 te Kaapstad onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

ANNEXURE A
RECORD OF EXPERIENCE

Factory No. (i) As at No.

This is to certify that according to the records of the Council
Identity Card No. of
has had the following experience for incremental purposes:

Occupations:

Provident Fund particulars

- (i) Clerical within Industry outside Industry y. m. d.
(ii) Common to cloth and knit sections y. m. d.
(iii) Exclusive to clothing section y. m. d.
(iv) Exclusive to knitting section y. m. d.
(v) Exclusive to ladies' hosiery section y. m. d.
(vi) Other y. m. d.

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

Nominee
Form No.
Date

For Secretary

(ii) Subsequent experience:

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

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

AANHANGSEL A
OPGAWE VAN ONDERVINDING

Fabrieks No. (i) Soos op No.

Hierby word gesertifiseer dat volgens die registers van die Raad

Persoonskaart No. van
ondergemelde ondervinding vir verhogingsdoeleindes gehad het:

Beroepe:

Voorsorgfondsbesonderhede

- (i) Klerklik binne Nywerheid buite Nywerheid j. m. d.
(ii) Gemeenskaplik aan klerasie- en brei-afdelings j. m. d.
(iii) Uitsluitlik klerasieafdeling j. m. d.
(iv) Uitsluitlik breiafdeling j. m. d.
(v) Uitsluitlik dameskousafdeling j. m. d.
(vi) Ander j. m. d.

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

Benoemde

bostaande aanvaar

Vorm No.

Datum

Datum

Vir Sekretaris

(ii) Latere ondervinding:

Fabriek	Datum van indiens-neming of oorplasing	Loon	Beroep	Datum van vertrek	Loon	Beroep	Duur van diens			Paraaf van werkgever
							Jaar	Maande	Dae	

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

ANNEXURE B
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

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

NOTE.—This form must be completed by all new entrants to the industry and by all other persons who are unable to produce a certified service record card from the council.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD

Surname of applicant.....
First names (in full).....
Formerly known as.....
Residential address.....
Population Identity Card No.....
Present employer.....

DECLARATION

I, the undersigned.....hereby declare that I am a.....(race)
and was born on.....

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

(i) Experience in the Clothing Industry (wether gained in Council area of jurisdiction or not) State "NIL" if no previous experience applicable:

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

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

- (a).....years.....months.....days as a retail or private tailor.
(b).....years.....months.....days as a retail or private dressmaker.
(c).....years.....months.....days as an ironer and/or folder in the laundry Trade.
(d).....years.....months.....days as a clerk.

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

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

Witness

Date

Signature of Applicant

(For use of Council Office only)

Total assessment of experience.....years.....months.....days

Checked by.....

No. of Service Record Card issued..... Date.....

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

Aan:

Die Sekretaris
Posbus 1536
Kaapstad

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

AANSOEK OM WERKNEMER SE DIENSVERSLAGKAART

Familienaam van aplikant.....
Voorname (voluit).....
Voorheen bekend as.....
Woonadres.....
Persoonskaart No.....
Huidige werkgewer.....

VERKLARING

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

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

(i) Ondervinding in die Klerasienywerheid (hetsy in die Raad se regsgebied opgedoen of nie) (Skryf "Geen" indien 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).....jare.....maande.....dae as 'n kleinhandel- of private kleremaker;
 (b).....jare.....maande.....dae as 'n kleinhandel- of private kleremaakster;
 (c).....jare.....maande.....dae as 'n stryker en/of opvouer in die Wasserybedryf;
 (d).....jare.....maande.....dae as 'n klerk.

(Dokumentêre bewys van ondervinding buite die Klerasienywerheid opgedoen, moet aangeheg word)
 Na my beste wete is bostaande verklaring waar en juis en ek weet en begryp dat enige onjuiste verklaring 'n misdryf is.

.....
 Getuie.....Datum.....Handtekening van applikant.....
 (Slegs vir kantoorgebruik)
 Totale ondervinding soos bereken:.....jare.....maande.....dae
 Nagegaan deur.....Datum.....
 No. van diensverslagkaart uitgereik.....Datum.....

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)
 WEEKLY RETURNS OF ENGAGEMENT AND TERMINATIONS OF SERVICE

Week ended.....

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

Employer.....
 Address.....

PART I.—ENGAGEMENTS

Surname (maiden name to be given in brackets)	First names (in full)	Address	* Race	† Sex	‡ Adult or juvenile	Date engaged	Trade or occupa- tion	Wages	Service Record Card No.	Name of previous employer (if any)	Sick Fund No. (if any)	Remarks

PART II.—TERMINATION OF SERVICE

Surname (maiden name to be given in brackets)	First names (in full)	Address	* Race	† Sex	‡ Adult or juvenile	Date terminat- ed	Trade or occupa- tion	Wages	Service Record Card No.	Name of previous employer (if any)	Sick Fund No. (if any)	Remarks

(This return is required in duplicate)

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

If employee is not able to produce a Blue Record Card issued by the Council, an application form for issue thereof should be attached.
 If no engagements or terminations during week a "NIL" return must be submitted.

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

.....
 Signature of employer or authorized agent

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)
WEEKLIKSE OPGAAF VAN INDIENSNEMINGS EN DIENSBEËINDIGINGS

Week geëindig.....

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

Werkgewer.....

Adres.....

DEEL I.—INDIENSNEMINGS

Van (Nooiens- van moet in hakies gemeld word)	Voorname (voluit)	Adres	* Ras	† Geslag	‡ Volwas- sene of jeugdige	Datum in diens geneem	Ambag of beroep	Loon	Diens- verslag- kaart- nommer	Naam van vorige werkgewer (indien van toepas- sing)	Siekte- fonds- nommer (indien van toepas- sing)	Opmer- kings

DEEL II.—DIENSBEËINDIGINGS

Van (Nooiens- van moet in 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 (indien van toepas- sing)	Siekte- fonds- nommer (indien van toepas- sing)	Opmerk- ings

(Hierdie opgawe word in duplikaat vereis)

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

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

Indien daar gedurende die week geen indiensenemings of diensbeëindigings was nie, moet 'n "GEEN"-opgawe ingedien word.

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

.....
Handtekening van werkgewer of gemagtigde agent

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

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 NA ANDER BEROEPE

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 No.....

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

Date.....

Signature of employer.....

Receipt acknowledged by.....Date received.....

Signature of employee.....

(Registration number if postal notice given.....Date posted.....)

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

AANHANGSEL E

KENNISGEWING OM DIENS TE BEËINDIG

Werkgewer se naam.....

Adres.....

Werknemer se volle naam.....Fabrieks No.....

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

Datum.....

Handtekening van werkgewer.....

Ontvangs erken deur.....Datum ontvang.....

Handtekening van werkgewer.....

(Registrasienommer indien kennisgewing per pos geskied.....Datum gepos.....)

L.W.—Kyk klousule 18 van die Nywerheidsraadooreenkoms vir die Dameskousafdeling. Die kennisgewing word van krag vanaf die dag waarop die werkweek eindig/of in die geval van maandelikse werknemers, vanaf die eerste dag van die eersvolgende maand.

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS
INTO THE INDUSTRY

To:
.....
.....
.....

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

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

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

Signature.....
Name of Firm.....
Date.....

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(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 steptelik 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 sal dit nodig wees om opnuut 'n bestelling te maak.

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

Handtekening.....
Naam van Firma.....
Datum.....

STAMP OF MASS RADIOGRAPHY SERVICE
NOTE

(a) The upper portion of this form is to be compiled 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

STEMPEL VAN MASSA-RADIOGRAFIEDIENS
OPMERKINGS

(a) Die boonste gedeelte van hierdie vorm moet deur die werkgever ingevul en aan die voornemende werknemer oorhandig word.

(b) Die werkgever moet ook die naam van die firma en die naam van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.

(c) Wanneer die werkgever die ingevulde mediese sertifikaat hieronder ontvang, moet hy dit aan die Siektefonds vir die Kaapse Klerasierywerheid, Victoriaweg 350, Soutrivier, stuur.
(Moet deur Massa-radiografiediens afgeskeur word).

MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

VERTROULIK

Volgnommer
Mnr. Naam van Werknemer

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

Mediese beampte

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)
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.....

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

Office use receipt No.

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

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

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)
OPGAWE VIR DIE MAAND.....19.....

Aan: Die Sekretaris
 Posbus 1536
 Kaapstad

Naam van firma.....

Adres.....

Telefoon: 43-6631

Ons sluit hierby ons tjek in ten bedrae van..... R.....

synde vir:	Getal werknemers gedurende week geëindig					Totaal	Tarief	Bedrag
								R
Nywerheidsraadheffings.....							2c	
Opleidingsfondsbydraes.....							1c	
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
Siektefondsfondsbydraes:								
Groep I.....							8c	
Groep II.....							9c	
Groep III.....							10c	
Groep IV.....							12c	
Groep V.....							15c	
Groep VI.....							17c	
Werknemers se totale bydraes.....								R
plus								
Werkgewersbydrae.....								R
Totale bedrag verskuldig.....								R.....

Hierdie vorm moet voor of op die 14de van elke maand aan die Raad gestuur word.

ANNEXURE H

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)

REGISTRATION OF BUSINESS

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

Dear Sir,

In accordance with clause 21 of the Industrial Council Agreement, I hereby furnish you with the following particulars in connection with this business:

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

Names	Addresses	State whether Proprietor, Director, Manager of Secretary.
.....		
.....		
.....		

Signature of Employer

AANHANGSEL H

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)

REGISTRASIE VAN BESIGHEID

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

Geagte Meneer,

Ooreenkomstig klousule 21 van die Ooreenkoms verstrek ek hierby onderstaande besonderhede in verband met hierdie besigheid:

- (1) Naam waaronder besigheid gedryf word.....
- (2) Adres waar besigheid gedryf word.....
- (3) Aard van besigheid.....
- (4) Beskrywing, name en adresse van bestuurslede:

Naam	Adres	Meld: Eienaar, Direkteur, Bestuurder of Sekretaris
.....		
.....		
.....		

Handtekening van Werkgewer

Die Afrikaanse Woordeboek

VOLUMES I, II, III, IV and V

Copies of the First, Second, Third, Fourth and Fifth Volumes of "Die Afrikaanse Woordeboek" containing the letters A,B,C; D,E,F; G; H,I; and J,K; respectively, are obtainable from the Government Printer, Pretoria and Cape Town at the following prices:—

	Linen Bound.	Leather Bound.
Volume I.....	R7,00	R19,00
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Volume IV.....	R8,50	R13,50
Volume V.....	R11,40	R19,05

DELE I, II, III, IV en V

Deel een, twee, drie, vier en vyf van die Afrikaanse Woordeboek bevattende die letters A,B,C; D,E,F; G; H,I; en J,K; respektiewelik, is van die Staatsdrukker, Pretoria en Kaapstad teen die volgende pryse verkrygbaar:—

	Gewone Linneband.	Leerband.
Deel I.....	R7,00	R19,00
Deel II.....	R7,00	R11,50
Deel III.....	R6,00	R10,00
Deel IV.....	R8,50	R13,50
Deel V.....	R11,40	R19,05

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houters en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

CONTENTS

No.	Page
Labour, Department of Government Notice	
R.2366. Industrial Conciliation Act, 1956: Clothing Industry, Cape: Ladies' Hosiery Division Agreement	1

INHOUD

No.	Bladsy
Arbeid, Departement van Goewermentskennisgewing	
R.2366. Wet op Nywerheidsversoenig, 1956: Klerasiennywerheid, Kaap: Ooreenkoms vir die Dameskousafdeling	1

