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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 426 25 Maart 1977

WET OP NYWERHEIDSVERSOENING, 1956

BREINYWERHEID, TRANSVAAL

Ek, Stephanus Petrus Botha, 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 Breinywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Maart 1978 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 13, 14 en 18, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Maart 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede en op die werksaamhede gespesifiseer in klousule 1 (1) (b) en (c) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2) (c), 13, 14 en 18, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Maart 1978 eindig, in die gebiede en op die werksaamhede gespesifiseer in klousule 1 (1) (b) en (c) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie engeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 426 25 March 1977

INDUSTRIAL CONCILIATION ACT, 1956

KNITTING INDUSTRY, TRANSVAAL

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Knitting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 March 1978, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 13, 14 and 18, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 March 1978, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry, in the areas and on the operations specified in clause 1 (1) (b) and (c) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2) (c), 13, 14 and 18, shall, in the areas and on the operations specified in clause 1 (1) (b) and (c) of the said Agreement, *mutatis mutandis* be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 March 1978, upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

5471—1

No. R. 427

25 Maart 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BREINYWERHEID, TRANSVAAL

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Breinywerheid, gepubliseer by Goewermentskennisgewing R. 426 van 25 Maart 1977, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd werk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 428

25 Maart 1977

WET OP NYWERHEIDSVERSOENING, 1956

BREINYWERHEID, TRANSVAAL.—INTREKKING VAN GOEWERMENTSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R. 1850 van 8 Oktober 1976, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE BREINYWERHEID (TRANSVAAL)

OOREENKOMS

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

Transvaal Knitters' Association

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

Garment Workers' Union of South Africa

en die

Knitted Fabric Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Breinywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Breinywerheid (Transvaal) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die verenigings is;

(b) in die munisipale gebied van Pretoria en die landdrosdistrikte Johannesburg, Germiston, Roodepoort [uitgesonderd daardie gedeeltes van genoemde distrikte wat voor 1 November 1970 (Goewermentskennisgewing 1618 van 2 Oktober 1970) binne onderskeidelik die landdrosdistrikte Kempton Park, Boksburg en Krugersdorp geval het en uitgesonderd daardie gedeeltes van die landdrosdistrikte Johannesburg en Germiston wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972) binne onderskeidelik die landdrosdistrikte Kempton Park en Boksburg geval het], Alberton en Benoni [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972), binne die landdrosdistrikte Brakpan en Springs geval het] en in daardie gedeeltes van die landdrosdistrikte Boksburg en Springs wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972) binne die landdrosdistrikte Germiston en Benoni geval het, en met inbegrip van daardie gedeeltes van die landdrosdistrikte Randburg wat voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrosdistrikte Johannesburg en Roodepoort geval het, deur werkgewers en werknemers wat betrokke is by of in diens is in verband met die werksaamhede vermeld in paragraaf (b) van die omskrywing van "Breinywerheid" in klousule 3 van die Ooreenkoms; en

No. R. 427

25 March 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

KNITTING INDUSTRY, TRANSVAAL

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Knitting Industry, published under Government Notice R. 426 of 25 March 1977, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

No. R. 428

25 March 1977

INDUSTRIAL CONCILIATION ACT, 1956

KNITTING INDUSTRY, TRANSVAAL.—CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 1850 of 8 October 1976 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE KNITTING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Transvaal Knitters' Association

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

Garment Workers' Union of South Africa

and the

Knitted Fabric Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Knitting Industry (Transvaal)

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Knitting Industry (Transvaal)—

(a) by all employers who are members of the employers' organisation and all employees who are members of the trade unions;

(b) in the municipal area of Pretoria and the Magisterial Districts of Johannesburg, Germiston, Roodepoort [excluding those portions of the said districts which, prior to 1 November 1970 (Government Notice 1618 of 2 October 1970) fell within the Magisterial Districts of Kempton Park, Boksburg and Krugersdorp, respectively, and excluding those portions of the Magisterial Districts of Johannesburg and Germiston which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial Districts of Kempton Park and Boksburg, respectively], Alberton and Benoni [excluding that portion which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial Districts of Brakpan and Springs] and in those portions of Boksburg and Springs which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial Districts of Germiston and Benoni, and including those portions of the Magisterial District of Randburg which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial Districts of Johannesburg and Roodepoort, by employers and employees who are engaged or employed in the operations set forth in paragraph (b) of the definition of "Knitting Industry" in clause 3 of the Agreement; and

(c) in die gebiede gespesifiseer in paragraaf (b), uitgesonderd die landdrosdistrikte Germiston en Alberton en daardie gedeelte van die landdrosdistrik Boksburg wat voor 1 Julie 1972 (Goewernementskenningsgewing 871 van 26 Mei 1972) binne die landdrosdistrik Germiston geval het, deur werkgewers en werknemers wat betrokke is by of in diens is in verband met die werksaamhede vermeld in paragraaf (a) van die omskrywing van "Breinywerheid" in klousule 3 van die Ooreenkoms.

(2) Ondanks subklousule (1), is die bepalings van hierdie Ooreenkoms—

(a) behoudens klousule 5 (2) (d), van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) met uitsondering van klousule 5 (2) (d), nie van toepassing nie op werknemers wie se lone meer as R6 760 per jaar behoort.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid bepaal, en bly van krag tot 1 Maart 1978 of vir die tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "ketelbediener" 'n werknemer wat onder algemene toesig die waterstand en stoomdruk in 'n ketel op peil hou en wat die vuur in so 'n ketel kan maak, aan die gang hou of uitkrap;

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

"kleurselmasseabepaler" 'n werknemer wat, onder toesig van 'n kleurder, vir die massameet van kleurstowwe en chemiese nuwe-produkte verantwoordelik is;

"Raad" die Nywerheidsraad vir die Breinywerheid (Transvaal), wat ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956, geregistreer is;

"snyer of fatsoeneerder" 'n werknemer wat voorpante, agterpante en/of moue van 'n vol-vorm kledingstuk en/of tooiel sny en bybehore, punte van halse en/of mousgate en/of tooiel merk en/of sny en 'n patroonplaat vir hierdie doel kan gebruik;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat oor die bymekaarmaak, nagaan, massameet, verpakking, merk, adresseer of versending van sodanige goedere of pake toesig kan hou;

"versendingsverpakker" 'n werknemer wat onder toesig van 'n versendingsklerk goedere vir versending of aflewering verpak, bymekaarmaak, merk, adresseer en massameet;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"kleurder" 'n werknemer wat verantwoordelik is vir en besig is met kleur- en/of ander afwerkprosesse en wat besluite neem in verband met die aard, massameet en aanwending van kleurstowwe of ander chemikalieë wat gebruik word;

"kleurder se assistent" 'n werknemer wat onder toesig van 'n kleurder verantwoordelik is vir die meng van kleure en/of formules en wat die masjiene kan oppas of bedien wat by die kleur- en afwerkprosesse gebruik word;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Breinywerheid in diens is;

"ondervinding" die totale dienstdynerk of -tydperke wat 'n werknemer in sy klas werk in die Breinywerheid gehad het;

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

- (1) Bywoningsregisters nagaan of besonderhede aantekene van werknemers wat by die werk is of van die werk afwesig is, tydkaarte of koeverte vergelyk;
- (2) kontroleer of aantekenwerk vir produksiebeheer doen;
- (3) besonderhede van afval aantekene;

"voorman of voorvrou" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende verrigting van die werk in 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting wat aan sy of haar sorg toevertrou is;

(c) in the areas specified in paragraph (b), excluding the Magisterial Districts of Germiston and Alberton and that portion of the Magisterial District of Boksburg which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial District of Germiston, by employers and employees who are engaged or employed in the operations set forth in paragraph (a) of the definition of "Knitting Industry" in clause 3 of the Agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) save as provided in clause 5 (2) (d), apply only in respect of employees for whom wages are prescribed in this Agreement; and

(b) with the exception of clause 5 (2) (d), not apply to employees whose wages are in excess of R6 760 per annum.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in operation until 1 March 1978 or for such period or periods as may be determined by him.

3. DEFINITIONS

Any expressions used in the Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, any reference to an act shall include any amendment of such act and, unless the contrary appears, words purporting the masculine gender shall include females further, unless inconsistent with the context—

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

"colouring mass-measurer" means an employee who, under the supervision of a dyer, is responsible for the mass-measuring of dye-stuffs and chemical by-products;

"Council" means the Industrial Council for the Knitting Industry (Transvaal), registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"cutter or shaper" means an employee engaged in cutting fronts, backs and/or sleeves of a fully fashioned garment and/or trimmings and to mark and/or cut attachments, points of necks and/or armholes and/or trimmings and who may use a template for this purpose;

"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, mass-measuring, packing, marking, addressing or despatching of such goods or packages;

"despatch packer" means an employee who, under the supervision of a despatch clerk, is engaged in packing, assembling, marking addressing and mass-measuring goods for despatch or delivery;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes 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 dyeing and/or other finishing processes and who decides on the nature, mass 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 and/or formulae and who may attend or operate the machines used in the dyeing and finishing processes;

"establishment" means any premises in which, or in connection with which, one or more employees are employed in the Knitting Industry;

"experience" means the total period or periods of employment which an employee has had in his class of work in the Knitting Industry;

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

- (1) Checking attendance records or recording particulars of employees at work or absent from work, collating time cards and/or envelopes;
- (2) checking or recording for production control;
- (3) recording particulars of waste;

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

"vol-vormkledingstukke" kledingstukke waarvan die romp of lyf, of lyf en moue of die moue en agter- en voorpante ten volle op 'n breimasjien gefatsoneer is;

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

- (1) Goedere of ander artikels dra, verskuif, opstapel of uitpak;
- (2) persele skoonmaak of was;
- (3) afgekeurde kousware of kledestof opsnij of andersins vernietig;
- (4) tuinwerk verrig;
- (5) geboue of ander strukture met kalk of kleurkalk afwit;
- (6) laai of aflaai;
- (7) vuremaak of aan die gang hou of afval of as verwyder;
- (8) kartonne, kiste, sakke of ander houters oop- of toemaak of uitpak of vasbind;

"halfjaar" die ses maandelikse tydperke wat op die eerste betaaldag van Januarie en/of Julie begin;

"hoofskeringbereier" 'n werknemer wat oor twee of meer skeringbereiers beheer het en toesig hou;

"Breinywerheid" of "Nywerheid", sonder om die gewone betekenis van die term enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om—

(a) kledestof deur middel van 'n breiproses te vervaardig;

(b) kousware (uitgesonderd dameskouse) en vol-vormkledingstukke en/of enige deel daarvan te vervaardig deur middel van 'n breiproses en dit omvat die afmerk of sny van sodanige kledingstukke en/of alle daaropvolgende prosesse of werksaamhede verrig in verband daarmee, maar nie—

(i) die afmerk of sny van en alle daaropvolgende prosesse of werksaamhede verrig in verband met alle klasse kledingstukke, uitgesonderd vol-vormkledingstukke nie;

(ii) die vervaardiging van enige klerasie deur 'n werkgewer van gebreide kledestof wat nie deur homself vervaardig is nie; en

(iii) die vervaardiging deur enige werkgewer van tooisel vir gebruik deur sodanige werkgewer by die maak van klerasie van kledestof wat nie deur homself geproduseer is nie;

"breimasjienbediener" 'n werknemer wat naalde, glyers en gewigte vervang, sien dat breiwerk egalig bly, met inbegrip van ketting- en kaartbeheer, en die masjien laat stop aan die einde van 'n ry sodat dit nie steke verloor nie, maar uitgesonderd die herinstelling van die masjien en patroonverandering;

"leerling" in die geval van 'n werknemer in klousule 4 (1) (a) (ii), (iii), (iv) en (v) vermeld, 'n werknemer met minder as vyf jaar ondervinding; in die geval van 'n werknemer in klousule 4 (1) (a) (viii) en (ix) vermeld, 'n werknemer met minder as drie jaar ondervinding; en in die geval van 'n werknemer in klousule 4 (1) (a) (x), (xi) en (xii) vermeld, 'n werknemer met minder as twee jaar ondervinding;

"gekwalifiseerde werknemer" in die geval van 'n werknemer in klousule 4 (1) (a) (ii), (iii), (iv) en (v) vermeld, 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer in klousule 4 (1) (a) (viii) en (ix) vermeld, 'n werknemer met minstens drie jaar ondervinding; en in die geval van 'n werknemer in klousule 4 (1) (a) (x), (xi) en (xii) vermeld, 'n werknemer met minstens twee jaar ondervinding;

"vaswerker" 'n werknemer wat 'n aanhegmasjien bedien wat gebruik word om kouse se tone toe te werk en/of dele van vol-vormkledingstukke aanmekeer te heg en/of om tooisel aan vol-vormkledingstukke of dele van 'n kledingstuk te heg;

"werktuigkundige" 'n werknemer in diens vir die bediening, onderhoud, herbouing of hermontering van breimasjiene en ander masjiene wat in die Breinywerheid gebruik word, en ook bedrewe is in die ontwerp en maak van patrone;

"werktuigkundige se assistent" 'n werknemer wat, benewens die pligte van 'n breimasjienbediener, masjiene herinstel, met inbegrip van patroondrom-, patroonwiel- en jacquardontwerpe, en wat onder toesig van die werktuigkundige geringe herstelwerk kan verrig en in die algemeen masjiene kan uitmekeer haal en monter;

"hersteller" 'n werknemer wat breifoute in kledestof, kledingstukke, ru-stukke en/of kousware herstel;

"pakketmaker" 'n werknemer wat pakkette en kartonne toemaak en/of verseel voordat dit versend of afgelewer word;

"deeltidse motorvoertuigdrywer" 'n werknemer wat gewoonlik ander werk verrig as om 'n motorvoertuig te dryf, maar wat op meer as twee dae per week vir hoogstens altesaam drie uur per dag 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer aan werk in verband met die voertuig of vrag bestee terwyl hy vir die voertuig verantwoordelik is;

"fully-fashioned garments" shall mean garments whose form or body, or body and sleeves, or whose sleeves and back and front are fully shaped on a knitting machine;

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

- (1) Carrying, moving, stacking or unpacking goods or other articles;
- (2) cleaning or washing premises;
- (3) cutting up or otherwise destroying rejected hosiery or fabrics;
- (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;

"half-year" means the six monthly periods commencing on the first pay-day of January and/or July;

"head warper" means an employee who exercises control and supervision over two or more warpers;

"Knitting Industry" or "Industry" means, without in any way limiting the ordinary meaning of the term, the Industry in which employers and employees are associated for the purpose of—

(a) manufacturing fabrics by means of a knitting process;

(b) manufacturing hosiery (other than ladies' stockings) and fully-fashioned garments and/or any part thereof by means of a knitting process and shall include the marking-in or cutting of such garments and/or all succeeding processes or operations performed in connection therewith but shall exclude—

(i) the marking-in or cutting of and all succeeding processes or operations performed in connection with all classes of garments other than fully-fashioned garments;

(ii) the manufacture of any article of wearing apparel by any employer from knitted fabrics not manufactured by himself; and

(iii) the manufacture by any employer of trimmings for use by such employer in the making of any wearing apparel from fabrics not produced by himself;

"knitting machine operator" means an employee who, is engaged in changing needles, sliders and sinkers, straightening tricks, including chain and card control, and running on after press-offs, but excluding the resetting of the machine and pattern changing;

"learner" means, in the case of an employee referred to in clause 4 (1) (a) (ii), (iii), (iv) and (v), an employee who has had less than five years' experience; in the case of an employee referred to in clause 4 (1) (a) (viii) and (ix), an employee who has had less than three years' experience; and in the case of an employee referred to in clause 4 (1) (a) (x), (xi) and (xii), an employee who has had less than two years' experience;

"qualified employee" means, in the case of an employee referred to in clause 4 (1) (a) (ii), (iii), (iv) and (v), an employee who has had not less than five years' experience; in the case of an employee referred to in clause 4 (1) (a) (viii) and (ix), an employee who has had not less than three years' experience; and in the case of an employee referred to in clause 4 (1) (a) (x), (xi) and (xii), an employee who has had not less than two years' experience;

"linker" means an employee engaged in operating a linking machine used for the purpose of toe-closing in hosiery and/or joining parts of a fully fashioned garment and or attaching trimmings to a fully fashioned garment or part of garment;

"mechanic" means an employee who is engaged in the operation, maintenance, rebuilding and re-fitting of knitting machines and other machines used in the Knitting Industry and who is also proficient in pattern designing and making;

"mechanic's assistant" means an employee who, in addition to performing the duties of a knitting machine operator, is engaged in the resetting of machines, including pattern drum, pattern wheel and jacquard set-outs, and, under the supervision of the mechanic, carrying out minor repairs and generally stripping and assembling machines;

"mender" means an employee who is engaged in repairing knitting faults in fabric, garments, blanks and/or hosiery;

"parcel maker" means an employee engaged in closing and/or sealing parcels and cartons prior to despatch and delivery;

"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 of any such day, and for the purposes 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 in connection with the vehicle or the load;

"vormbedekker of -ontbloter" 'n werknemer wat kousware en/of kledingstukke op vorms plaas en daarna verwyder;

"soomwerker" 'n werknemer wat some in kousware deur middel van 'n soomwerkmasjien aanmekeer werk;

"veiligheidsbeampte" 'n werknemer wat in beheer is van personeel wat persele en/of eiendom van 'n bedryfsinrigting bewaak, en wat in beheer van deursoekpersoneel kan wees en wat sodanige veiligheidswerk moet uitvoer as wat die bestuur aan hom mag opdra;

"groepleier" of "spanleier" 'n werknemer in 'n groep of span wat in die algemeen verantwoordelik is vir die werk wat verrig word deur die werknemers waaruit so 'n groep of span bestaan;

"naaimasjienwerker" 'n werknemer wat met 'n naaimasjien werk wat 'n naald en garing gebruik;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe, 'n kragonderbreking of 'n algemene onklaarraking van installasies of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"sorteerder en/of gradeerder" 'n werknemer wat kousware in pare sorteer en/of gradeer volgens lengte en grootte en/of toetsmateriaal en/of dele van vol-vormkledingstukke sorteer;

"magasynman" 'n werknemer wat in die algemeen beheer uitoefen oor voorrade inkomende goedere of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, berging, verpakking of uitpak van goedere in 'n magasyn of pakhuis of die aflewering van goedere vanuit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending;

"magasynklerk" 'n werknemer wat in 'n magasyn of pakhuis van die bedryfsinrigting in diens is onder algemene toetsig van 'n magasynman vir die algemene hantering van goedere in die bedryfsinrigting, maar sluit nie 'n algemene werker in nie;

"toesighouer" 'n werknemer wat onder toetsig van 'n voorman en/of bestuurder aan die hoof van 'n groep werknemers staan;

"handelsreisiger se assistent" 'n werknemer wat onder toetsig van 'n handelsreisiger take doen wat die verrigting van die werk van die handelsreisiger kan vergemaklik, maar dit mag nie die dryf van 'n motorvoertuig insluit nie;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangedui op 'n lisensie of sertifikaat wat vir so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid aan wie regsbevoegdheid verleen is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat die onbelaste massa van 'n twee- of driewielmotorfiets, bromponie of kragfiets of fiets met 'n hulp-enjin geag word hoogstens 453,5 kg te wees;

"loon" die bedrag aan 'n werknemer betaalbaar ingevolge klousule 4 (1) vir sy gewone werkeure soos in klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer vir sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"skeringbreimasjienbediener" 'n werknemer wat een of 'n stel skeringbreimasjiene bedien en foute kan regmaak, naalde kan verander en/of reguit kan maak, balkies kan vul en geringe verstellings kan doen, en omvat dit 'n garinginsteker en naaldinsitter;

"skeringbereier" 'n werknemer wat skerings van keëls of tolle voorberei vir 'n skeringbrei- of soortgelyke masjien, en wat die flensroller voorberei.

"wag" 'n werknemer wat persele of ander eiendom bewaak;

"optoller" 'n werknemer wat 'n garingoptolmasjien bedien;

"werkdag" enige dag waarop werk gewoonlik in die Breinywerheid verrig word.

4. BESOLDIGING

"(1) (a) Behoudens subklousules (1) (b), (c), (d) en (e), (2), (4), (5) en (6) van hierdie klousule, moet 'n werkgewer aan elkeen van sy werknemers die weekloon betaal wat vir 'n werknemer van sy klas voorgeskryf word, soos hieronder uiteengesit:

Voorts met dien verstande dat—

	Per week R
(i) Voorman/Voorvrou.....	80,00
(ii) Kleurder:	
(a) Gekwalifiseer.....	80,00
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	18,00
tweede ses maande ondervinding.....	24,00
Tweede jaar—	
eerste ses maande ondervinding.....	30,00
tweede ses maande ondervinding.....	36,00

"pre- or post-boarder or former" means an employee who is engaged in placing hosiery and/or garments on forms and the subsequent removal thereof;

"seamer" means an employee who is engaged in joining seams in hosiery by means of a seaming machine;

"security officer" means an employee who is in charge of personnel engaged in guarding the safety of premises and/or property of an establishment, and who may be in charge of searching personnel, and who shall carry out such security work as may be assigned to him by the management;

"set leader" or "team leader" means an employee in a set or team who is generally responsible for the work executed by the employees comprising such set or team;

"sewing machinist" means an employee engaged in operating a sewing machine using a needle and thread;

"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;

"sorter and/or grader" means an employee who is engaged in sorting and/or grading hosiery into pairs according to length and size and/or sorting trimmings, materials and/or parts of fully fashioned garments;

"storeman" means an employee who is in general charge of stocks of incoming goods or 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;

"stores clerk" means an employee who is employed in the warehouse or store of the establishment under the general supervision of a storeman and who is engaged in the general handling of goods in the establishment, but shall not include a general worker;

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

"traveller's assistant" means an employee who, under the supervision of a traveller, is engaged in such tasks as may facilitate the execution of the work of the traveller, but these shall not include the driving of 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 453,5 kg;

"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 6: Provided 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;

"warp knitting machine operator" means an employee operating one or a set of warp knitting machines and capable of correcting faults, changing and/or straightening needles, filling bars, and making minor adjustments, and shall include a threader and needle fixer;

"warper" means an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;

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

"winder" means an employee who is engaged in operating a yarn-winding machine;

"working day" means any day on which work is usually performed in the Knitting Industry.

4. REMUNERATION

(1) (a) An employer shall, subject to the provisions of sub-clauses (1) (b), (c), (d) and (e), (2), (4), (5) and (6) of this clause, pay to each of his employees the weekly wage prescribed for an employee of his class, as set out hereunder:

	Per week R
(i) Foreman/Forewoman.....	80,00
(ii) Dyer:	
(a) Qualified.....	80,00
(b) Learner:	
First year—	
first six months of experience.....	18,00
second six months of experience.....	24,00
Second year—	
first six months of experience.....	30,00
second six months of experience.....	36,00

	Per week R		Per week R
Derde jaar—		Third year—	
eerste ses maande ondervinding.....	42,00	first six months of experience.....	42,00
tweede ses maande ondervinding.....	48,00	second six months of experience.....	48,00
Vierde jaar—		Fourth year—	
eerste ses maande ondervinding.....	54,00	first six months of experience.....	54,00
tweede ses maande ondervinding.....	60,00	second six months of experience.....	60,00
Vyfde jaar—		Fifth year—	
eerste ses maande ondervinding.....	66,00	first six months of experience.....	66,00
tweede ses maande ondervinding.....	73,00	second six months of experience.....	73,00
Daarna, die loon in (a) voorgeskryf.		Thereafter, the wage specified in (a).	
(iii) Magasynman:		(iii) Storeman:	
(a) Gekwalifiseer.....	75,00	(a) Qualified.....	75,00
(b) Leerling ('n werknemer wat voor 1 Januarie 1977 vorige ondervinding in die Breinywerheid as magasynman gehad het):		(b) Learner (an employee who, prior to 1 January 1977, has had previous experience in the Knitting Industry as a storeman):	
Eerste jaar.....	30,35	First year.....	30,35
Tweede jaar—		Second year—	
eerste ses maande ondervinding.....	35,00	first six months of experience.....	35,00
tweede ses maande ondervinding.....	39,35	second six months of experience.....	39,35
Derde jaar—		Third year—	
eerste ses maande ondervinding.....	43,90	first six months of experience.....	43,90
tweede ses maande ondervinding.....	48,45	second six months of experience.....	48,45
Vierde jaar—		Fourth year—	
eerste ses maande ondervinding.....	53,05	first six months of experience.....	53,05
tweede ses maande ondervinding.....	57,60	second six months of experience.....	57,60
Vyfde jaar—		Fifth year—	
eerste ses maande ondervinding.....	62,05	first six months of experience.....	62,05
tweede ses maande ondervinding.....	66,65	second six months of experience.....	66,65
Daarna, die loon in (a) voorgeskryf.		Thereafter, the wage specified in (a).	
(c) Leerling ('n werknemer wat voor 1 Januarie 1977 geen vorige ondervinding in die Breinywerheid as magasynman gehad het nie):		(c) Learner (an employee who, prior to 1 January 1977, has had no previous experience in the Knitting Industry as a storeman):	
Eerste jaar—		First year—	
eerste ses maande ondervinding.....	18,00	first six months of experience.....	18,00
tweede ses maande ondervinding.....	23,00	second six months of experience.....	23,00
Tweede jaar—		Second year—	
eerste ses maande ondervinding.....	28,00	first six months of experience.....	28,00
tweede ses maande ondervinding.....	33,00	second six months of experience.....	33,00
Derde jaar—		Third year—	
eerste ses maande ondervinding.....	39,00	first six months of experience.....	39,00
tweede ses maande ondervinding.....	45,00	second six months of experience.....	45,00
Vierde jaar—		Fourth year—	
eerste ses maande ondervinding.....	51,00	first six months of experience.....	51,00
tweede ses maande ondervinding.....	57,00	second six months of experience.....	57,00
Vyfde jaar—		Fifth year—	
eerste ses maande ondervinding.....	63,00	first six months of experience.....	63,00
tweede ses maande ondervinding.....	69,00	second six months of experience.....	69,00
Daarna, die loon in (a) voorgeskryf.		Thereafter, the wage specified in (a).	
(iv) Werktuigkundige:		(iv) Mechanic:	
(a) Gekwalifiseer.....	80,00	(a) Qualified.....	80,00
(b) Leerling:		(b) Learner:	
Eerste jaar—		First year—	
eerste ses maande ondervinding.....	18,00	first six months of experience.....	18,00
tweede ses maande ondervinding.....	23,00	second six months of experience.....	23,00
Tweede jaar—		Second year—	
eerste ses maande ondervinding.....	28,00	first six months of experience.....	28,00
tweede ses maande ondervinding.....	33,00	second six months of experience.....	33,00
Derde jaar—		Third year—	
eerste ses maande ondervinding.....	38,00	first six months of experience.....	38,00
tweede ses maande ondervinding.....	44,00	second six months of experience.....	44,00
Vierde jaar—		Fourth year—	
eerste ses maande ondervinding.....	50,00	first six months of experience.....	50,00
tweede ses maande ondervinding.....	56,00	second six months of experience.....	56,00
Vyfde jaar—		Fifth year—	
eerste ses maande ondervinding.....	62,00	first six months of experience.....	62,00
tweede ses maande ondervinding.....	68,00	second six months of experience.....	68,00
Daarna, die loon in (a) voorgeskryf.		Thereafter, the wage specified in (a).	

Per week
R

(v) Werktuigkundige se assistent:	
(a) Gekwalifiseer.....	32,60
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	14,00
tweede ses maande ondervinding.....	15,50
Tweede jaar—	
eerste ses maande ondervinding.....	17,00
tweede ses maande ondervinding.....	18,50
Derde jaar—	
eerste ses maande ondervinding.....	20,00
tweede ses maande ondervinding.....	22,00
Vierde jaar—	
eerste ses maande ondervinding.....	24,00
tweede ses maande ondervinding.....	26,00
Vyfde jaar—	
eerste ses maande ondervinding.....	28,00
tweede ses maande ondervinding.....	30,00
Daarna, die loon in (a) voorgeskryf.	
(vi) Toesighouer.....	38,75
(vii) Finale ondersoeker van vol-vormkledingstukke.....	30,80
(viii) Fabrieksklerk; versendingsklerk; magasynklerk:	
(a) Gekwalifiseer.....	26,80
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	14,00
tweede ses maande ondervinding.....	16,00
Tweede jaar—	
eerste ses maande ondervinding.....	18,00
tweede ses maande ondervinding.....	20,00
Derde jaar—	
eerste ses maande ondervinding.....	22,00
tweede ses maande ondervinding.....	24,00
Daarna, die loon in (a) voorgeskryf.	
(ix) Breimasjienbediener, skeringbreimasjienbediener, kleurder se assistent, kleurselmasabepaler en/of manlike fatsoeneerder of snyer van vol-vormkledingstukke:	
(a) Gekwalifiseer.....	26,80
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	14,00
tweede ses maande ondervinding.....	16,00
Tweede jaar—	
eerste ses maande ondervinding.....	18,00
tweede ses maande ondervinding.....	20,00
Derde jaar—	
eerste ses maande ondervinding.....	22,00
tweede ses maande ondervinding.....	24,00
Daarna, die loon in (a) voorgeskryf.	
(x) Laaier van magasyn of kam; vaswerker; omkapwerker, uitgesonderd 'n omkapwerker vir afgekeurde sokkies; vroulike fatsoeneerder of snyer van vol-vormkledingstukke; en/of naaimasjienwerker, met inbegrip van 'n knoop-, knoopsgat- en soom-masjienwerker, hersteller:	
(a) Gekwalifiseer.....	23,95
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	14,00
tweede ses maande ondervinding.....	16,50
Tweede jaar—	
eerste ses maande ondervinding.....	19,00
tweede ses maande ondervinding.....	21,50
Daarna, die loon in (a) voorgeskryf.	
(xi) Versendingsverpakker en/of pakketmaker:	
(a) Gekwalifiseer.....	20,55
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	14,00
tweede ses maande ondervinding.....	15,50

Per week
R

(v) Mechanic's assistant:	
(a) Qualified.....	32,60
(b) Learner:	
First year—	
first six months of experience.....	14,00
second six months of experience.....	15,50
Second year—	
first six months of experience.....	17,00
second six months of experience.....	18,50
Third year—	
first six months of experience.....	20,00
second six months of experience.....	22,00
Fourth year—	
first six months of experience.....	24,00
second six months of experience.....	26,00
Fifth year—	
first six months of experience.....	28,00
second six months of experience.....	30,00
Thereafter, the wage specified in (a).	
(vi) Supervisor.....	38,75
(vii) Final examiner of fully fashioned garments.....	30,80
(viii) Factory clerk; despatch clerk; stores clerk:	
(a) Qualified.....	26,80
(b) Learner:	
First year—	
first six months of experience.....	14,00
second six months of experience.....	16,00
Second year—	
first six months of experience.....	18,00
second six months of experience.....	20,00
Third year—	
first six months of experience.....	22,00
second six months of experience.....	24,00
Thereafter, the wage specified in (a).	
(ix) Knitting machine operator, warp knitting machine operator, dyer's assistant, colouring mass-measurer and/or male shaper or cutter of fully fashioned garments:	
(a) Qualified.....	26,80
(b) Learner:	
First year—	
first six months of experience.....	14,00
second six months of experience.....	16,00
Second year—	
first six months of experience.....	18,00
second six months of experience.....	20,00
Third year—	
first six months of experience.....	22,00
second six months of experience.....	24,00
Thereafter, the wage specified in (a).	
(x) Loader of magazine or comb; linker; overlocker, other than an overlocker for seconds in socks; female shaper or cutter of fully fashioned garments; and/or a sewing machinist, including a button, button-hole and hemming machinist, mender:	
(a) Qualified.....	23,95
(b) Learner:	
First year—	
first six months of experience.....	14,00
second six months of experience.....	16,50
Second year—	
first six months of experience.....	19,00
second six months of experience.....	21,50
Thereafter, the wage specified in (a).	
(xi) Despatch packer and/or parcel maker:	
(a) Qualified.....	20,55
(b) Learner:	
First year—	
first six months of experience.....	14,00
second six months of experience.....	15,50

	Per week R
Tweede jaar—	
eerste ses maande ondervinding.....	17,00
tweede ses maande ondervinding.....	18,50
Daarna, die loon in (a) voorgeskryf.	
(xii) Soomwerker; hersteller van sokkies; sorteerder; skoonmaker (d.w.s., 'n werknemer wat kledingstukke en/of kledstof skoonmaak); gradeerder; monsterkaartopsteller (d.w.s., 'n werknemer wat monsterkaarte opstel); opdraaier; omkapwerker vir afgekeurde sokkies en/of 'n ondersoeker van gebreide kledstof en artikels; terugdraaier; trekdraadwerker; vormbedekker of -ontbloter; voorsnyer; parser; draaier; bediener van kalandersplits-, set- of stoommasjien; bediener van borselpluis- en/of kleedskeermasjien; bediener van kleurmasjien; bediener van droogmasjien en/of 'n wenteldroër; werknemer wat afdruk en/of etiketteer, oortollige drade afknip, vouwerk, kaarding en/of verpakking verrig; wasringmaker; ketelbediener; teemaker; skeringbereier:	
(a) Gekwalifiseer.....	20,05
(b) Leerling:	
Eerste jaar—	
eerste ses maande ondervinding.....	14,00
tweede ses maande ondervinding.....	15,50
Tweede jaar—	
eerste ses maande ondervinding.....	17,00
tweede ses maande ondervinding.....	18,50
Daarna, die loon in (a) voorgeskryf.	
(xiii) Algemene werker.....	19,50
(xiv) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—	
(a) hoogstens 453,5 kg is.....	21,20
(b) meer as 453,5 kg, maar hoogstens 2 721 kg is.....	26,80
(c) meer as 2 721 kg, maar hoogstens 4 535 kg is.....	33,85
(d) meer as 4 535 kg is.....	44,75
(xv) Deeltydse motorvoertuigdrywer.....	22,90
(xvi) Handelsreisiger se assistent.....	28,75
(xvii) Kleedkamertoetsighouer en/of -bediener.....	25,50
(xviii) Veiligheidsbeampte.....	54,50
(xix) Wag.....	27,00

Met dien verstande dat—

(i) 'n leerling wat onmiddellik voor 1 Januarie 1977 'n hoër loon ontvang het as dié wat dan aan 'n werknemer van sy klas betaalbaar is, op die eerste betaaldag na die datum van inwerkingtreding van hierdie Ooreenkoms en op elke daaropvolgende betaaldag die volgende hoër loon voorgeskryf vir 'n 'n werknemer van sy klas, as weekloon betaal moet word. So 'n verhoging wat op sodanige datums aan 'n leerling toegestaan word, raak nie die werklike ondervinding van so 'n leerling sover dit die bestaan van verdere verhogings aangaan nie;

(ii) die loon van 'n werknemer, uitgesonderd 'n leerling wat onmiddellik voor 1 Januarie 1977 'n hoër loon ontvang het as dié wat dan aan 'n werknemer van sy klas betaalbaar is, met ingang van die eerste betaaldag na die datum van inwerkingtreding van hierdie Ooreenkoms verhoog moet word met 'n bedrag gelyk aan dié verhoging wat 'n werknemer van sy klas wat die voorgeskrewe loon verdien, vanaf genoemde datum sou ontvang;

Voorts met dien verstande dat—

(iii) 'n kontantverhoging van minstens R2 per week aan elke werknemer gegee word. So 'n verhoging vir leerlinge moet die verhogings insluit wat in paragraaf (e) voorgeskryf word, asook die volgende hoër loon wat vir 'n werknemer van sy klas voorgeskryf word;

(iv) 'n verder soortgelyke loonaanpassing in Julie 1977 gemaak moet word.

(b) *Verhogingsdatums.*—'n Werkgewer moet die verhogings verskuldig aan elkeen van sy leerlingwerknemers op grondslag van die ondervinding van elkeen van sy leerlingwerknemers op die eerste betaaldag in Januarie en weer op die eerste betaaldag in Julie van elke jaar betaal.

By die berekening van 'n leerlingwerknemer se ondervinding moet diens vir 16 weke in 'n bepaalde halfjaar geag word diens vir die hele halfjaar te wees: Met dien verstande dat 'n leerlingwerknemer in sy eerste halfjaar diens, al het hy minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van die halfjaar, geag moet word vir die hele halfjaar in diens te gewees het.

	Per week R
Second year—	
first six months of experience.....	17,00
second six months of experience.....	18,50
Thereafter, the wage specified in (a).	
(xii) Seamer; mender of socks; sorter; cleaner (i.e. an employee engaged in cleaning garments and/or fabrics); grader; sampler (i.e. an employee engaged on the making up of sample cards); winder; overlocker for seconds in socks and/or an examiner of knitted fabrics and articles; backwinder; draw threader; pre- or post-boarder and former; precutter; presser; turner; operator of calender, slitting, setting or steaming machine; operator of brushing, raising and/or cropping machine; operator of a dye machine; operator of a drying and/or hydro-extracting machine; employee engaged in transferring and/or labelling, trimming off of surplus threads, folding, carding and/or packing; waxring maker; boiler attendant; teamaker; warper:	
(a) Qualified.....	20,05
(b) Learner:	
First year—	
first six months of experience.....	14,00
second six months of experience.....	15,50
Second year—	
first six months of experience.....	17,00
second six months of experience.....	18,50
Thereafter, the wage specified in (a).	
(xiii) General worker.....	19,50
(xiv) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 453,5 kg.....	21,20
(b) exceeds 453,5 kg but not 2 721 kg.....	26,80
(c) exceeds 2 721 kg but not 4 535 kg.....	33,85
(d) exceeds 4 535 kg.....	44,75
(xv) Part-time driver of a motor vehicle.....	22,90
(xvi) Traveller's assistant.....	28,75
(xvii) Cloakroom supervisor and/or attendant.....	25,50
(xviii) Security officer.....	54,50
(xix) Watchman.....	27,00

Provided that—

(i) any learner who, immediately prior to 1 January 1977, was in receipt of a wage higher than that then payable to an employee of his class, shall on the first pay-day following the date of coming into operation of this Agreement, and on each subsequent pay-day, be paid as a weekly wage the next higher wage prescribed for an employee of his class. Any such increase granted to a learner on such dates shall not affect the actual experience of such learner for the purpose of granting further increases;

(ii) the wage of an employee, other than a learner, who, immediately prior to 1 January 1977, was in receipt of a wage higher than that then payable to an employee of his class shall be increased with effect from the first pay-day following the date of coming into operation of this Agreement by an amount equal to the increase which an employee of his class would receive if he earned the prescribed wage, as from the said date:

Provided further that—

(iii) a cash increase of not less than R2 per week shall be given to every employee. Such increase for learners shall include the increases prescribed in paragraph (e) as well as the next higher wage prescribed for an employee of his class;

(iv) a similar wage adjustment shall be made in July 1977.

(b) *Incremental dates.*—An employer shall pay the increase due to each of his learner employees on the basis of the experience of each of his learner employees on the first pay-day in the month of January and again on the first pay-day in the month of July of each year.

For the purpose of computing a learner employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided that a learner employee in his first half-year of employment, although having less than 16 weeks' experience on the last day of a half-year but more than 13 weeks' experience on the last day of a half-year, shall be deemed to have been in employment for the whole half-year.

(c) *Groep- of spanleier of hoofskeringbereier.*—'n Werknemer wat die pligte van 'n groep- of hoofskeringbereier moet verrig, moet, benewens die loon voorgeskryf in paragraaf (a) vir 'n gekwalifiseerde werknemer van sy klas, 'n bykomende 10 persent van sodanige loon vir 'n werknemer van sy klas betaal word.

(d) *Handelsreisiger se assistent.*—'n Handelsreisiger se assistent moet benewens sy gewone loon ook 'n verblyftoelae van 20c betaal word vir elke dag weg van die bedryfsinrigting plus 'n verdere toelae van 40c vir elke nag wat hy buite sy tuisdorp is.

(e) (i) Die lone voorgeskryf in paragraaf (a) (i) tot (xix) moet, ten opsigte van lone betaalbaar op en met ingang van die eerste betaaldag in Januarie en Julie elke jaar, halfjaarliks aangepas word met 'n bedrag bereken ooreenkomstig die volgende formule, en die bedrag sodoende verkry, moet tot die naaste 5c afgerond word:

Die toepaslike loon gedeel deur 180,0 en vermenigvuldig met die verskil tussen 180,0 en die indekssyfer vir die voorafgaande September of Maart, na gelang van die geval. Vir die toepassing van hierdie paragraaf beteken "indekssyfer" die verbruikersprys-indekssyfer vir alle items, Witwatersrandse gebied, soos gepubliseer in die "Statistiese Nuusberig" deur die Departement van Statistiek.

(ii) Op die eerste betaaldag in Januarie en Julie elke jaar moet die loon van elke werknemer in paragraaf (a) (i) tot (xix) bedoel, verhoog word met 'n bedrag gelyk aan die bedrag bereken in subparagraaf (i) vir 'n werknemer van sy klas en ondervinding, ongeag sy werklike loon.

(2) *Differensiële lone.* (a) *Tydlike werk.*—'n Werkgewer wat van 'n werknemer, uitgesonderd 'n deeltydse motorvoertuigdrywer, vereis of hom toelaat om vir langer as altesaam twee uur per dag, benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon vir 'n gekwalifiseerde werknemer in subklousule (1) voorgeskryf word as dié van sy eie klas, moet aan so 'n werknemer vir daardie dag minstens die dagloon, bereken teen die hoër skaal, betaal asof so 'n werknemer dieselfde ondervinding gehad het in die klas waarvoor die hoër loon voorgeskryf word.

(b) *Oorplasing.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n leerling wat van een klas werk oorgeplaas word na 'n ander klas waarvoor 'n hoër loon vir 'n gekwalifiseerde werknemer voorgeskryf word, voortgaan om die besoldiging te ontvang wat vir die laer klas voorgeskryf is tot die begin van die eerste betaalweek waarin verhogings kragtens subklousule (1) (b) van hierdie klousule betaal word, en daarna moet hy die loon betaal word wat voorgeskryf word vir 'n leerling wie se totale tydperk ondervinding in die hoër klas dieselfde is. 'n Werkgewer moet die Raad binne 14 dae nadat hy sy werknemer na 'n ander werk oorplaas, daarvan in kennis stel deur 'n oorplasingvorm soos per Aanhangsel F in te vul.

(c) *Nagskofbesoldiging.*—Benewens die besoldiging vir 'n werknemer van sy klas in subklousule (1) (a) van hierdie klousule voorgeskryf, moet 'n werknemer vir elke nagskof wat in 'n week gewerk word, 'n bykomende 10 persent van sy dagloon betaal word vir alle tyd gewerk, uitgesonderd oortyd, wat buite die gewone daaglikse werkure val in die bedryfsinrigting waarin hy werksaam is.

(d) *Besoldiging vir lang diens.*—'n Werknemer met 10 jaar of langer diens by dieselfde werkgewer, moet, benewens die loon vir 'n werknemer van sy klas in subklousule (1) van hierdie klousule voorgeskryf, 'n bykomende bedrag betaal word, gelyk aan 7½ persent van die loon wat vir 'n werknemer van sy klas voorgeskryf is.

(3) *Berekening van lone.*—Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur vyf, en sy uurloon is sy weekloon gedeel deur die getal gewone werkure per week wat vir 'n werknemer van sy klas voorgeskryf word.

(4) *Loonsvermindering.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer vóór die inwerkingtreding van hierdie Ooreenkoms betaal is verminder nie, as daardie loon hoër was as die loon wat in hierdie Ooreenkoms vir daardie klas werknemer voorgeskryf word.

(5) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon betaal word wat voorgeskryf word vir 'n werknemer wat dieselfde klas werk verrig as wat daar van die los werknemer vereis word om te verrig. Met dien verstande dat waar 'n werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n stygende loonskaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer in daardie klas. Voorts met dien verstande dat waar die werkgewer van 'n los werknemer vereis om vir hoogstens vier agtereenvolgende ure per dag te werk, sy loon met hoogstens 50 persent van die dagloon verminderd kan word.

(c) *Set or team leader or head warper.*—Any employee who is called upon to perform the duties of a set or team leader or head warper shall be paid in addition to the wage prescribed in paragraph (a) for a qualified employee of his class an additional 10 per cent of such wage for an employee of his class.

(d) *Traveller's assistant.*—A traveller's assistant shall in addition to his ordinary wage be paid a subsistence allowance of 20c for each day away from the establishment plus a further allowance of 40c for each night he is away from his home town.

(e) (i) The wages prescribed in paragraph (a) (i) to (xix) shall be adjusted half-yearly, in respect of wages payable on and as from the first pay-day in January and July each year, by an amount calculated in accordance with the following formula and the amount so reached shall be rounded off to the nearest 5c.

The relevant wage divided by 180,0 and multiplied by the difference between 180,0 and the index figure for the preceeding September or March, as the case may be. For the purposes of this paragraph "index figure" means the Consumer Price Index figure for all items, Witwatersrand Area, as published in the "Statistical News Release" by the Department of Statistics.

(ii) On the first pay-day in January and July each year the wage of every employee referred to in paragraph (a) (i) to (xix) shall be increased by an amount equal to the amount calculated in subparagraph (i) for an employee of his class and experience, irrespective of his actual wage.

(2) *Differential rates of pay.* (a) *Temporary work.*—An employer who requires or permits an employee of one class, other than a part-time driver of a motor vehicle, to perform for longer than two hours in the aggregate on any day, either in addition to his own work or in substitution thereof, work of another class for which a higher wage for a qualified employee than that of his own class is prescribed in subclause (1), shall pay to such an employee in respect of that day not less than the daily wage calculated at the higher rate as if such employee had had the period of experience in the class for which the higher rate is prescribed.

(b) *Transfer.*—Notwithstanding anything to the contrary contained in this Agreement, a learner who is transferred from one class of work to another class for which a higher wage for a qualified employee is prescribed shall continue to receive remuneration at the rate laid down for the lower class until the commencement of the first pay-week in which increments are paid in terms of subclause (1) (b) of this clause, and thereafter he shall be paid at the rate laid down for a learner with a total equivalent period of experience in the higher class. An employer shall inform the Council within 14 days of transferring his employee to other employment by completing a transfer form as per Annexure F.

(c) *Night-shift remuneration.*—In addition to the remuneration prescribed for an employee of his class in subclause (1) (a) of this clause, an employee shall in respect of each night-shift worked in any week be paid an additional 10 per cent of such employee's daily wage in respect of any time worked, other than overtime, falling outside of the ordinary daily hours worked in the establishment in which he is employed.

(d) *Long service remuneration.*—An employee who has had 10 years or more service with the same employer shall be paid in addition to the wage prescribed for an employee of his class in subclause (1) of this clause an additional amount equal to 7½ per cent of the wage prescribed for an employee of his class.

(3) *Calculation of wages.*—The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by five, and his hourly wage shall be his weekly wage divided by the number of ordinary hours of work per week prescribed for an employee of his class.

(4) *Reduction of wages.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee prior to the date of coming into operation of this Agreement if that wage was higher than the wage prescribed in this Agreement for that class of employee.

(5) *Casual employee.*—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 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: 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 of the daily wage.

(6) (i) *Bywoningsbonusse*.—In 'n bedryfsinrigting waar bywoningsbonusse gereeld betaal word, mag sodanige bonusse nie verminder of nietig verklaar word weens afwesigheid van twee dae of minder vanweë die afsterwe van 'n werknemer se kind, eggenoot/eggenote of ouer nie: Met dien verstande dat 'n werkgewer van die betrokke werknemer kan vereis om die sterfbewys van die afgestorwene te toon.

(ii) *Bonusskemas*.—'n Werkgewer wat 'n aansporings- en/of bywoningsbonusskema invoer of alreeds so 'n skema in werking het, moet binne 30 dae na die invoering van so 'n skema of binne 30 dae na die inwerkingtreding van hierdie Ooreenkoms, volle besonderhede van so 'n skema aan die Sekretaris van die Raad voorlê en moet ook binne 30 dae nadat veranderinge aan so 'n skema aangebring is, volle besonderhede van sodanige veranderinge aan die Sekretaris van die Raad voorlê.

'n Werkgewer wat aansporingsbonuswerk verrig, moet in enige week minstens die loon betaal word waarop hy geregtig sou gewees het indien hy in diens was op die grondslag van tyd gewerk, en die tarief en/of bedrag van die aansporingsbonus wat aan so 'n werknemer betaal is voor die datums waarop loonsverhogings ingevolge hierdie Ooreenkoms verskuldig is, mag nie verminder word sodat die bedrag van die loonsverhoging waarop 'n werknemer van sy klas ingevolge subklousule (1) geregtig is, verminder of genullifiseer word nie.

5. BETALING VAN BESOLDIGING

(1) Lone en ander bedrae wat aan werknemers verskuldig is, moet weekliks in kontant of met die skriftelike toestemming van die werknemer maandeliks in kontant of per tjek gedurende werkure betaal word op die vasgestelde betaaldag van 'n bedryfsinrigting: Met dien verstande dat waar 'n werknemer se diens op 'n ander dag as 'n vasgestelde betaaldag beëindig word, alle bedrae wat aan hom verskuldig is, betaal moet word voor of op die betaaldag wat op sodanige diensbeëindiging volg: Voorts met dien verstande dat waar 'n werknemer korttyd werk of waar die vasgestelde betaaldag 'n vakansiedag is, betaling ingevolge hierdie subklousule gedoen moet word op die dag voor die vasgestelde betaaldag.

(2) Geen bedrag van enige aard mag van die bedrae wat aan 'n werknemer verskuldig is, afgetrek word nie, behalwe die volgende:

(a) Waar 'n werknemer van die werk afwesig is of laat by die werk aankom, kan 'n pro rata-bedrag vir die werklike tyd wat verlore gegaan het, van sy totale besoldiging afgetrek word: Met dien verstande dat waar die deure van die bedryfsinrigting gesluit is en dit 'n werknemer, uitgesonderd 'n nagskofwerker, op dié manier verhinder om die perseel binne te gaan wanneer hy by die werk aankom, die werknemer sy volle loon vir die hele dag betaal moet word.

(b) Waar die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd verminder word, kan 'n pro rata-bedrag afgetrek word ten opsigte van die korttyd gewerk: Met dien verstande dat—

(i) geen bedrag afgetrek mag word nie in die geval van korttyd in die bedryf weens 'n slapte of tekort aan voorrade, tensy die werkgewer sy werknemer op die vorige dag skriftelik kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) geen bedrag afgetrek mag word nie in die geval van korttyd vir die eerste twee uur waarin daar nie gewerk word nie weens 'n algemene onklaarraking van installasies of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie.

(c) 'n Werkgewer moet, op die skriftelike versoek van eenige van sy werknemers, elke week die bydrae of bydraes tot die fondse van die vakverenigings, soos in genoemde skriftelike versoek vermeld, van die werknemer se besoldiging aftrek en die bedrag of bedrae aldus afgetrek, voor of op die 15de dag van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is, aan die sekretaris van genoemde vakvereniging stuur. Hierdie paragraaf is van toepassing op klerklike werknemers ondanks die feit dat geen lone in hierdie Ooreenkoms vir sodanige werknemers voorgeskryf word nie.

(d) Met die toestemming van die werknemer kan bedrae afgetrek word vir versekerings-, sterftebystands-, pensioen- en/of voorsorgfondse.

(e) Aftrekkings kan gemaak word vir bydraes tot die Raadsfondse, Mediese Bystandsvereniging, Siektebesoldigingsfondse, Slaptesbesoldigingsfondse en Voorsorgfondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word of tot enige ander fondse wat by hierdie Ooreenkoms of enige ander ooreenkoms tussen die partye by hierdie Raad in die lewe geroep word.

(f) 'n Bedrag wat 'n werkgewer regtens van 'n werknemer se loon moet aftrek, kan afgetrek word.

(6) (i) *Attendance bonuses*.—In any establishment in which attendance bonuses are regularly paid, no deduction or nullification of such bonuses shall be effected for absenteeism of two days' or less duration owing to the death of an employee's child, spouse or parent: Provided that the employer may require the employee concerned to produce the death certificate of the deceased.

(ii) *Bonus schemes*.—Any employer introducing an incentive and/or attendance bonus scheme or already having such scheme in operation, shall within 30 days after introducing such scheme or within 30 days after this Agreement comes into operation submit to the Secretary of the Council full details of such scheme and shall similarly within 30 days after effecting any alterations to such scheme submit full details of such alteration to the Secretary of the Council.

An employee employed on incentive bonus work shall be paid in any week not less than the wages to which he would have been entitled had he been employed on the basis of time worked and the rate and/or amount of incentive bonus paid to such employee before the dates on which wage increases are due in terms of this Agreement shall not be decreased so as to reduce or nullify the amount of the wage increase to which an employee of his class is entitled in terms of subclause (1).

5. PAYMENT OF REMUNERATION

(1) Wages and other amounts due to employees shall be paid in cash weekly or with the written consent of the employee in cash or by cheque monthly, during working hours, on the nominated pay-day of an establishment: Provided that where an employee's services terminate on a day other than a nominated pay-day, any amounts due to him shall be paid not later than the pay-day following such termination of employment: Provided further that when an employee is working short-time or the nominated pay-day is a holiday, payment in terms of this subclause shall be made on the day before the nominated pay-day.

(2) No deduction of any description shall be made from amounts due to an employee except as provided below:

(a) Where an employee is absent from work or arrives late at work, a pro rata amount of the actual time lost may be deducted from his total remuneration: Provided that where the doors of the establishment are locked, thus preventing an employee other than an employee working a night-shift from entering the premises on arrival at work, the employee shall be paid in full for the whole day.

(b) Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction pro rata to the short-time worked may be made: Provided that—

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

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

(c) An employer shall, at the written request of any of his employees, 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 unions, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the 15th day of each month immediately succeeding the month during which such deductions were made. This paragraph shall apply in respect of clerical employees notwithstanding that no wages are prescribed in this Agreement for such employees.

(d) With the consent of the employee, deductions may be made for insurance, death benefits, pension funds and/or provident funds.

(e) Deductions may be made for contributions to the Council Fund, Medical Benefit Society, Sick Pay Fund, Slack Pay Fund and Provident Fund as provided for in this Agreement, or to any other fund established by this Agreement or any other agreement reached between the parties to this Council.

(f) Any amount which an employer is legally required to deduct from his employee's wage may be deducted.

(g) Met die skriftelike toestemming van 'n werknemer kan aftrekkings gemaak word van bedrae verskuldig aan 'n werkgewer vir geld wat die werknemer by die werkgewer geleen het of goedere wat hy by hom gekoop het: Met dien verstande dat die bedrag wat aldus afgetrek word hoogstens een-derde van die werknemer se loon mag wees.

(3) Alle bedrae wat aan werknemers betaal word, moet in 'n verseelde koevert wees wat deur die werknemer behou moet word en waarop of waan die volgende besonderhede moet verskyn:

Naam van bedryfsinrigting, nommer van werknemer, weekloon, getal gewone of oortydure en/of Sondagtyd gewerk, bedrag verdien vir die tyd gewerk, bedrag aan bonusse verdien, bedrag aan vakansiebesoldiging (as daar is), besonderhede van alle aftrekkings van sodanige bedrag, die bedrag in die koevert en die week waarvoor die loon betaal word.

(4) Besonderhede van alle bedrae wat afgetrek is, moet in die loonregister aangeteken word.

6. WERKURE

(1) *Gewone werkure.*—Op voorwaarde dat die *status quo* wat voor die inwerkingtreding van hierdie Ooreenkoms gegeld het, gehandhaaf word by bedryfsinrigtings waar die gewone werkure minder as dié in die Ooreenkoms is, mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om langer as ondergenoemde gewone werkure te werk nie:

(a) In die geval van 'n werknemer, uitgesonderd 'n wag—

(i) 42½ uur, etensstye uitgesonderd maar met inbegrip van ruspouses, in 'n bepaalde week van Maandag tot en met Vrydag;

(ii) nege uur op 'n dag;

(b) In die geval van 'n wag—

(i) hoogstens 72 uur in 'n bepaalde week van Maandag tot en met Vrydag;

(ii) 12 uur op 'n dag;

(iii) indien daar van sodanige werknemer vereis word om langer ure te werk as dié in (i) en (ii) hierbo gespesifiseer, moet hy vir alle sodanige bykomende ure gewerk besoldig word teen dubbel sy skaal, van besoldiging.

(2) *Werkure moet agtereenvolgend wees.*—Afgesien van etensstye en ruspouses waarvoor in hierdie klousule voorsiening gemaak word, moet alle werkure op enige dag agtereenvolgend wees.

(3) *Ruspouses.*—'n Werkgewer moet aan elke een van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan—

(a) die middel van elke oggendwerktydperk;

(b) die middel van elke namiddagwerktydperk;

waarin daar nie van so 'n werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse moet geag word deel van die gewone werkure uit te maak.

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

(a) werktydperke onderbreek deur pouses van minder as een uur, geag word aaneenlopend te wees;

(b) waar skofte in 'n bedryfsinrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute of een pouse van minstens 30 minute per skof toegestaan moet word waarin daar nie van so 'n werknemer vereis of hy nie toegelaat mag word om te werk nie.

(5) Alle werkgewers moet op versoek van die Sekretaris van die Raad hul werknemers toelaat om gedurende hul werkure tyd af te neem om 'n X-straalondersoek te ondergaan (wanneer 'n grootskaalse X-straalondersoek deur die Mediese Bystandsvereniging onderneem word) en geen bedrag mag van die werknemers se lone afgetrek word vir die tyd wat verlore gaan nie.

7. OORTYDWERK EN SONDAGWERK

(1) (a) Betaling vir oortydwerk wat deur 'n werknemer, uitgesonderd 'n wag, verrig is (d.w.s. tyd gewerk benewens die ure in klousule 6 (1) (a) voorgeskryf, moet geskied teen 'n minimum tarief van een en 'n derde maal die uurloon vir elke uur of gedeelte van 'n uur aldus van Maandag tot Saterdag gewerk.

(b) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of aan die werknemer minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op so 'n Sondag gewerk of die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op so 'n Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom daarvoor minstens die gewone besoldiging betaal asof hy op so 'n vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het. Vir die toepassing

(g) With the written consent of the employee, deductions may be made in respect of amounts owing to the employer in respect of money borrowed or goods purchased by the employee from the employer: Provided that the amount so deducted shall not exceed one third of the employee's wage.

(3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall carry on the cover or shall contain the following information:

Name of establishment, number of the employee, the weekly wage, number of hours worked on ordinary time, number of hours worked on overtime and/or Sunday time, amount earned for the time worked, amount of any bonuses earned, amount of holiday pay (if any), details of all deductions made from such amount, the amount contained in the envelope and the week in respect of which wages are paid.

(4) Particulars of all deductions made shall be entered in the wage register.

6. HOURS OF WORK

(1) *Ordinary hours of work.*—Provided that the *status quo* prior to the coming into operation of this Agreement remains at establishments where the normal working hours were less than in the Agreement, an employer shall not require or permit an employee to work more ordinary hours of work than—

(a) in the case of an employee, other than a watchman—

(i) 42½ hours, excluding mealtimes but including rest intervals, in any week from Monday to Friday, inclusive;

(ii) nine hours on any one day.

(b) In the case of a watchman—

(i) not more than 72 hours in any week from Monday to Saturday, inclusive;

(ii) 12 hours on any one day;

(iii) should such employee be required to work a greater number of hours than stipulated in (i) and (ii) above, he shall be paid at double rates of pay for all such additional hours worked.

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

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable to—

(a) the middle of each morning work period;

(b) the middle of each afternoon work period;

during which such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

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

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

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

(5) All employers shall at the request of the Secretary of the Council allow their employees to take time off during their working hours to be X-rayed (whenever a mass X-ray is undertaken by the Medical Benefit society), and no deduction shall be made from the employees' wages for the time lost.

7. OVERTIME AND SUNDAY WORK

(1) (a) Payment for overtime worked by an employee other than a watchman, i.e. time worked in excess of the hours prescribed in clause 6 (1) (a), shall be made at the following minimum rate: At the rate of one and one-third times the hourly wage for each hour or part of an hour so worked on Mondays to Saturdays.

(b) Whenever an employee works on a Sunday, his employer shall either pay the employee at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday or pay the employee remuneration at a rate not less than one and one third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he has on such holiday worked his average ordinary working hours for that day of the week. For the purposes of this subclause,

van hierdie subklousule moet alle tydperke van minder as vier uur op Sondae gewerk, geag word die tydperk te wees wat hy gewoonlik op 'n weekdag werk.

(2) Daar mag van geen werknemer vereis word om sonder sy toestemming oortyd te werk nie.

(3) Geen werkgever mag ontslaan of in sy diens benadeel word omdat hy weier om oortyd te werk nie.

(4) (a) Geen werkgever mag van 'n vroulike werknemer vereis of haar toelaat om voor 06h00 of later as 18h00 op enige dag te werk nie, en hy mag nie van so 'n werknemer vereis of haar toelaat om oortyd te werk nie vir meer as—

- (aa) 10 uur per week;
- (bb) twee uur per dag;
- (cc) drie agtereenvolgende dae;
- (dd) 60 dae per jaar.

(b) 'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om langer as een uur op 'n dag oortyd te werk nie, tensy die werkgever—

- (i) so 'n werknemer vóór 12h00 daarvan in kennis stel; of
- (ii) 'n toereikende maaltyd aan so 'n werknemer verskaf voordat sy met oortydwerk moet begin; of
- (iii) aan so 'n werknemer 'n toelae van 15c betaal om haar in staat te stel om 'n maaltyd te bekom voordat die oortydwerk moet begin.

(c) Geen werkgever mag van 'n ander werknemer as 'n werknemer in paragraaf (a) en (b) hierbo vermeld, vereis of haar toelaat om langer as 12½ uur per week oortyd te werk nie.

8. JAARLIKSE VERLOF EN VAKANSIEDAE MET BESOLDIGING

(1) Behoudens subklousule (2) van hierdie klousule, moet elke werkgever voor of op die 24ste dag van Desember elke jaar aan elkeen van sy werknemers wat voor die eerste dag van Februarie van dieselfde jaar in sy diens was, en wie se diens nie voor 1 Desember beëindig is nie, 12 werkdag vakansieverlof met volle besoldiging toestaan: Met dien verstande dat 'n werknemer wat gedurende 'n jaar vir 'n aaneenlopende tydperk van 12 weke of langer van die werk afwesig was, vakansiebesoldiging ingevolge subklousule (2) van hierdie klousule betaal moet word. Die vakansiebesoldiging wat ingevolge hierdie subklousule verskuldig is, moet voor of op die laaste werkdag van die werknemer voor die begin van die vakansieverloftydperk deur die werkgever betaal word.

(2) 'n Werknemer—

- (a) wat op of na 1 Februarie in enige jaar by 'n werkgever begin werk het; of
- (b) wie se diens voor 1 Desember van daardie jaar beëindig is;

moet, as sy dienskontrak by dieselfde werkgever vir 'n tydperk van minstens vier weke in daardie jaar geduur het, as hy 'n werknemer is soos in paragraaf (a) bedoel, 'n bedrag as vakansiebesoldiging vir daardie dienstrydperk ontvang wat gelyk is aan 5 persent van die totale loon wat hy vir daardie dienstrydperk ontvang het; en as hy 'n werknemer is soos in paragraaf (b) bedoel, moet hy, in plaas van vakansieverlof vir daardie dienstrydperk, 5 persent betaal word van die totaal van die loon wat hy vir sodanige dienstrydperk ontvang het. Die werkgever moet die vakansiebesoldiging verskuldig ingevolge hierdie subklousule voor of op die laaste werkdag van daardie jaar betaal, en as die werknemer se diens voor daardie dag beëindig word, op die dag waarop hy die werkgever se diens verlaat.

(3) By die berekening van die bedrag waarvolgens die vakansiebesoldiging van 5 persent ooreenkomstig subklousule (2) van hierdie klousule bereken moet word, moet die bedrag wat aan 'n werknemer betaalbaar sou gewees het as hy nie van die werk afwesig was nie, geag word die bedrag te wees wat hy werklik ontvang as hy afwesig is—

- (a) weens militêre opleiding ingevolge die Verdedigingswet, 1957;
- (b) op las of versoek van die werkgever;
- (c) weens siekte ten opsigte waarvan 'n doktersertifikaat getoon is;

vir 'n tydperk van altesaam hoogstens 26 weke ten opsigte van die tydperke in paragraaf (b) en (c) bedoel, plus tot vier maande van enige tydperk van militêre opleiding in paragraaf (a) bedoel wat in daardie jaar ondergaan is.

(4) Elke werkgever moet aan elk van sy werknemers 'n vakansiedag met volle besoldiging op Kersdag, Gesinsdag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag en Republiekdag toestaan, en behoudens subklousule (7), mag geen werkgever 'n werknemer in diens hê en mag geen werknemer op hierdie dae werk nie.

(5) As 'n werkgever sy bedryfsinrigting ingevolge subklousule (1) van hierdie klousule sluit vir 'n tydperk wat Geloftedag, Kersdag, Gesinsdag of Nuwejaarsdag insluit, moet sodanige

any period worked on Sunday of less than four hours' duration shall be deemed to be the period ordinarily worked by him on a weekday.

(2) No employee shall be required to work overtime without his consent.

(3) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(4) (a) No employer shall require or permit a female employee to work before 06h00 or later than 18h00 on any day, nor shall he require or permit such employee to work overtime for more than—

- (aa) 10 hours in any week;
- (bb) two hours on any day;
- (cc) three consecutive days;
- (dd) 60 days in any year.

(b) No overtime in excess of one hour in any day may be required or permitted of a female employee unless the employer—

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

(c) No employer shall require or permit an employee, other than an employee referred to in paragraphs (a) and (b) above, to work overtime for more than 12½ hours per week.

8. ANNUAL LEAVE AND PAID HOLIDAYS

(1) Every employer shall, subject to the provisions of sub-clause (2) of this clause, in the month of December of each year, and not later than the 24th of the month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before 1 December, 12 working days' holiday leave on full pay: Provided that an employee who, during any year, has been absent from work for a continuous period of 12 weeks or more shall be paid holiday pay in terms of subclause (2) of this clause. The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) Any employee—

- (a) who commenced work with an employer on or after 1 February in any year; or
- (b) whose employment has terminated before 1 December of that year;

shall, if his contract of employment with the same employer has endured for a period of not less than four weeks in that year, in the case of an employee referred to in paragraph (a), be paid as holiday pay for that period of employment an amount equal to 5 per cent of the aggregate of the wages received by him in respect of such period of employment and, in the case of an employee referred to in paragraph (b), be paid in lieu of holiday leave for that period of employment, an amount equal to 5 per cent of the aggregate of the wages received by him in respect of such period of employment. The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of that year and if the employee's employment terminates before that day on the day he leaves the employer's service.

(3) In computing the amount upon which the 5 per cent holiday pay is to be calculated in terms of subclause (2) of this clause, the amount which would have been payable to an employee had he not been absent from work shall be deemed to be amounts actually received by him if such absence is—

- (a) due to military training in pursuance of the Defence Act, 1957;
- (b) on the instructions or at the request of the employer;
- (c) through illness in respect of which a doctor's certificate is produced

amounting in the aggregate to not more than 26 weeks in respect of the periods referred to in paragraphs (b) and (c), plus up to four months of any period of military training referred to in paragraph (a) undergone in that year.

(4) Every employer shall grant to each of his employees a holiday on full pay on Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Ascension Day, the Day of the Covenant and Republic Day and no employer shall employ an employee and no employee shall work on these days except as provided in subclause (7).

(5) In the event of an employer closing his establishment, in terms of subclause (1) of this clause, for a period which includes the Day of the Covenant, Christmas Day, Boxing Day

werkgewer 'n volle dag se besoldiging vir elke sodanige dag betaal aan elkeen van die werknemers in sy diens op die dag voor die datum waarop hy aldus sy bedryfsinrigting sluit. Elke werknemer wie se dienskontrak op of na die 15de dag van November maar voor die datum waarop hy sy bedryfsinrigting sluit, deur sy werknemer beëindig word, moet ook vir sodanige dae betaal word: Met dien verstande dat die betrokke werknemer vir 'n tydperk van minstens ses maande onmiddellik voor die 15de dag van November ononderbroke by sy werkgewer in diens was: Voorts met dien verstande dat die betrokke werknemer nie die dienskontrak beëindig nie of dat hy nie om 'n regsgeldige rede summier ontslaan word nie: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie in gevalle waar die werkgewer sy bedryfsinrigting sluit omdat hy onmiddellik wil ophou om besigheid in die Nywerheid te dryf.

(6) As Nuwejaarsdag, Geloftedag, Kersdag of Gesinsdag op 'n Saterdag of Sondag val, moet die werkgewer die eerste werkdag daarna aan sy werknemers as vakansiedag met besoldiging toestaan of aan sy werknemers 'n ekstra dag se besoldiging betaal op die eerste betaaldag na sodanige dag of wanneer die besoldiging van daardie dag ingevolge hierdie klousule betaalbaar is, uitgesonderd soos in subklousule (5) van hierdie klousule bepaal.

(7) Waar 'n werknemer 'n volle werkdag werk op 'n openbare vakansiedag wat in subklousule (4) van hierdie klousule voorgeskryf word, moet sy werkgewer hom dubbel sy dagloon betaal, behalwe as 'n werknemer vir 'n gedeelte van die dag werk, in welke geval hy minstens sy gewone daaglikse besoldiging moet ontvang, plus die gedeelte van die daaglikse besoldiging wat op 'n pro rata-grondslag bereken is, vir die tyd gewerk.

(8) 'n Werkgewer kan sy bedryfsinrigting sluit op enige ander statutêre openbare vakansiedag wat nie in subklousule (4) bedoel word en in daardie geval is hy nie verplig om lone vir so 'n dag te betaal nie: Met dien verstande dat hy sy werknemers verwittig van sy voorneme om die bedryfsinrigting op so 'n dag te sluit by wyse van 'n kennisgewing wat op 'n opvallende plek in sy bedryfsinrigting vertoon moet word vir minstens 24 uur voor die gewone begintyd: Voorts met dien verstande dat hy sy werknemers die geleentheid moet bied om die verlore tyd in te werk ten opsigte van bogenoemde dag teen die gewone loonskaal, as die meerderheid van die werknemers instem om aldus die verlore tyd in te werk.

9. DIENSBEËINDIGING

(1) Werkgewer of 'n werknemer moet minstens vyf werkdag, wat vir die toepassing van hierdie klousule vakansiedae met besoldiging insluit, skriftelike kennis gee van sy voorneme om die dienskontrak te beëindig en sodanige diensopsegging tree in werking vanaf die werkdag wat volg op dié waarop kennis gegee word: Met dien verstande dat dit nie die volgende mag raak nie:

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

(b) 'n ooreenkoms tussen die werkgewer en die werknemer wat vir 'n langer kennisgewingstermyn as een week voorsiening maak:

Voorts met dien verstande dat—

(c) 'n werkgewer aan 'n werknemer sy loon kan betaal vir en in plaas van die kennisgewingstermyn in hierdie klousule voorgeskryf of waarop daar ooreenkomstig subklousule (1) (b) van hierdie klousule ooreengekom is;

(d) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing kan beëindig;

(e) die eerste vyf werkdag van die diens tydperk van 'n werknemer by 'n werkgewer (tensy daar anders in 'n skriftelike ooreenkoms gemeld word), geag moet word 'n proeftydperk te wees en sodanige diens te eniger tyd binne sodanige proeftydperk sonder kennisgewing deur die werkgewer of werknemer beëindig kan word;

(f) maandeliks besoldigde werknemers minstens een kalendermaand skriftelike kennis moet gee of gegee moet word wat in werking tree op die eerste dag van die maand wat volg op dié waarin die kennis gegee is.

(2) (a) Indien 'n werkgewer versuim om die werknemer kennis te gee of hom toe te laat om die vereiste kennisgewingstermyn uit te dien, of indien 'n werknemer versuim om kennis te gee en die vereiste kennisgewingstermyn uit te dien, moet 'n bedrag gelyk aan die volle weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, behoudens paragraaf (b) van hierdie klousule deur die werkgewer betaal of deur die werknemer verbeur word.

(b) Indien 'n werknemer sonder kennisgewing sy diens verlaat of om 'n onverklaarbare rede afwesig is, moet die werkgewer op of na die sesde maar voor of op die 11de dag van sodanige afwesigheid die werknemer se dienskaart, tesame met enige lone verskuldig, vakansiebesoldiging en alle ander gelde aan die werknemer verskuldig ingevolge hierdie Ooreenkoms aan die Nywerheidsraad stuur, en dit moet vergesel gaan

or New Year's Day, such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the day before the date he so closes his establishment. Payment for such days shall also be made to an employee whose contract of service is terminated by the employer on or after the 15th day of November but before the date he closes his establishment: Provided that the employee concerned has been in the continuous employment of his employer for a period of not less than six months immediately prior to the 15th day of November: Provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient: Provided further that the provisions of this subclause shall not apply to cases where the reason for the employer closing his establishment is his intention forthwith to discontinue business in the Industry.

(6) In the event of New Year's Day, the Day of the Covenant, Christmas Day or Boxing Day falling on a Saturday or Sunday, the employer shall grant to his employees the first working day thereafter as a paid holiday or shall pay to his employees an extra day's pay on the first pay-day after such day or when payment for these days is payable in terms of this clause except as provided for in subclause (5) of this clause.

(7) Whenever an employee works a full working day on a public holiday prescribed in subclause (4) of this clause, his employer shall pay him a double day's pay, except in the case where an employee works for a portion of the day, in which case payment shall be not less than his ordinary daily remuneration plus the portion of his daily remuneration calculated on a pro rata basis for the time worked.

(8) An employer may close his establishment on any other statutory public holiday not referred to in subclause (4) and in that event shall not be obliged to pay wages in respect of such day: Provided that he has notified his employees of his intention to close the establishment on such day, by a notice which shall be posted in a prominent place in his establishment, at least 24 hours before the usual starting time: Provided further that he shall afford his employees an opportunity of working in the time lost in respect of such a day referred to, at ordinary rates of pay should a majority of his employees agree to so work in the time lost.

9. TERMINATION OF EMPLOYMENT

(1) Written notice of not less than five working days which for the purpose of this clause shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service: Provided that this shall not affect—

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

(b) any agreement between the employer and employee providing for a longer period of notice than one week:

Provided further that—

(c) an employer may pay an employee wages for and in lieu of the period of notice prescribed in this clause or agreed upon in terms of subclause (1) (b) of this clause;

(d) an employee who is working short-time may terminate his employment without giving notice;

(e) the first five working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or the employee at any time within such trial period without notice;

(f) monthly paid employees shall give or be given not less than one calendar month's notice, in writing, to take effect from the first day of the month following that in which notice is given.

(2) (a) In the event of an employer failing to give notice or permitting the employee to work the required notice period, or an employee failing to give and to work the required notice period, the employer shall pay or the employee shall forfeit, subject to the provisions of paragraph (b) of this clause, an amount equal to the full weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(b) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Industrial Council not earlier than the sixth nor later than the 11th day of such absence, together with any wages due, holiday pay and any other moneys due in terms of this Agreement, together

van 'n verklaring deur die werkgewer waarin die omstandighede i.v.m. die werknemer se afwesigheid van sy werk uiteengesit word en die Raad versoek word om 'n terugbetaling van die bedrag wat ingevolge paragraaf (a) hiervan aan die werkgewer verbeur moet word.

(3) Behoudens subklousule (2) (a) en (b), moet 'n werknemer wat ontslaan word of sy diens sonder kennisgewing verlaat gedurende die geldigheid van enige tydperk van kennis wat ingevolge subklousule (1) van hierdie klousule gegee is, sy volle besoldiging ontvang of sodanige loon vir die onverstreke tydperk van sodanige kennisgewing verbeur.

(4) Geen werkgewer mag die diens van 'n werknemer beëindig nie weens so 'n werknemer se—

(a) naderende bevalling: Met dien verstande dat die werknemer hoogstens twee maande na die datum van die bevalling terugkeer;

(b) afwesigheid van die werk as gevolg van siekte: Met dien verstande dat—

(i) die werkgewer binne drie werkdade vanaf die begin van sodanige siekte daarvan in kennis gestel word;

(ii) 'n doktersertifikaat vir die tydperk van afwesigheid getoon word wanneer die werknemer na sy werk terugkeer;

(iii) die tydperk van afwesigheid van werk hoogstens 30 dae is;

(c) afwesigheid met verlof na die skriftelike toestemming van die werkgewer verkry is.

(5) Behoudens subklousule (3) van hierdie klousule kan die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdade van die werk afwesig is sonder om sy werkgewer skriftelik daarvan in kennis te stel, sonder kennisgewing soos in subklousule (1) voorgeskryf, beëindig word.

(6) Waar 'n werkgewer die diens van 'n werknemer ingevolge subklousule (4) beëindig, moet kennis van sodanige beëindiging gegee word deur die Sekretaris van die Raad skriftelik daarvan te verwittig. Sodanige kennisgewing aan die Raad moet vergesel gaan van die werknemer se dienskaart en loon of ander bedrae aan die werknemer verskuldig by sodanige beëindiging, vir oorhandiging aan die werknemer wanneer hy daarom aansoek doen. Hierdie subklousule is *mutatis mutandis* op enige diensbeëindiging ooreenkomstig subklousule (1) (a) van toepassing.

10. INDIENSNEMINGS EN DIENSBEËINDIGINGS

(1) Voordat 'n werkgewer 'n aansoeker om werk in diens neem, moet hy van so 'n aansoeker vereis om 'n dienskaart uitgereik deur die Raad te toon: Met dien verstande dat 'n tydperk van sewe dae kan verstryk voor die dienskaart getoon moet word in die geval van persone wat nie voorheen in die Nywerheid in Transvaal in diens was nie. Die dienskaart moet in die vorm van Aanhangel C wees.

(2) As die dienskontrak gedurende of by voltooiing van die proeftydperk ooreenkomstig klousule 9 (1) (e) bekragtig word, moet die werkgewer onmiddellik na sodanige bekragtiging die naam van sy bedryfsinrigting, die beroep van die werknemer, die datum van diensaanvaarding en die voorgeskrewe loon van so 'n werknemer op die dienskaart aanteken en dit binne drie dae aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur.

(3) Die inligting wat die Raad nodig het, moet so gou as wat redelik moontlik is van die dienskaart geneem word, waarna die kaart terugbesorg moet word aan die werkgewer wat dit moet behou totdat die werknemer sy diens verlaat, waarna die werkgewer die datum van diensbeëindiging en die voorgeskrewe loon by diensbeëindiging op die kaart moet aanteken en die kaart aan die werknemer moet teruggee. Die werknemer moet dan sy mediese bystandskart in ruil vir sy dienskaart gee: Met dien verstande dat as die werknemer nie in staat is om sy mediese bystandskart te gee nie, die werkgewer die dienskaart onmiddellik aan die Raad se kantoor moet stuur, waar die werknemer om die dienskaart aansoek kan doen.

(4) Dit moet 'n diensvoorwaarde wees dat 'n werknemer op skriftelike versoek van die Sekretaris van die Raad 'n X-straal-onderzoek binne twee weke na die datum van sodanige versoek moet ondergaan. 'n Werknemer wat versuim om aan sodanige versoek gehoor te gee, kom nie vir indiensneming in die Brei-nywerheid (Transvaal) in aanmerking nie en geen werkgewer mag so 'n werknemer in diens neem nie.

11. FONDSE VAN DIE RAAD

(1) Elke werkgewer moet op die betaaldag van elke week, en met ingang van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, 10c aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrae afgetrek mag word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die afrekkings verskuldig word.

with a statement by the employer detailing circumstances surrounding the employee's absence from work and requesting a refund of the amount to be forfeited in terms of paragraph (a) hereof.

(3) Subject to the provisions of subclause (2) (a) and (b), an employee who is discharged or leaves without giving notice during the currency of any period of notice given in terms of subclause (1) of this clause shall receive full pay or shall forfeit such wages for the unexpired period of such notice.

(4) No employer shall terminate the services of any employee by reason of such employee's—

(a) approaching confinement: Provided the employee returns not later than two months after the date of confinement;

(b) absence from work through illness: Provided that—

(i) the employer is notified within three working days of the commencement of such illness;

(ii) a medical certificate for the period of absence is provided on the employee's return to work;

(iii) the period of absence from work does not exceed 30 days;

(c) absence on leave, the written permission of the employer having been obtained.

(5) Subject to the provisions of subclause (3) of this clause, the employment of an employee who absents himself from work for a period of five consecutive working days without notifying his employer, in writing, may be terminated by the employer without notice as required in subclause (1).

(6) Whenever an employer terminates the services of an employee in terms of subclause (4), notice of such termination shall be given by notifying the Secretary of the Council, in writing. Any such notification to the Council shall be accompanied by the employee's service card and wages or other amounts due to the employee on such termination, for transmission to the employee on application.

The provisions of this subclause shall *mutatis mutandis* apply to any termination of employment in terms of subclause (1) (a).

10. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

(1) An employer shall, before engaging an applicant for work, require such applicant to produce a service card issued by the Council: Provided that, in the case of persons who have not previously been employed in the Industry in the Transvaal, a period of seven days may elapse before production of the service card shall be requisite. The service card shall be in the form of Annexure C.

(2) If, during or on the completion of the trial period in terms of clause 9 (1) (e), the contract of service is confirmed, the employer shall, immediately on such confirmation, enter in the service card the name of his establishment, occupation of employee, date of commencement of employment and the prescribed wage of such employee and within three days forward the service card to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000.

(3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and prescribed wage on termination and return the card to the employee. The employee shall thereupon surrender his medical benefit card in exchange for his service card: Provided that if the employee is unable to surrender his medical benefit card the employer shall immediately forward the service card to the Council office, where the employee may make application for the service card.

(4) It shall be a condition of employment that an employee shall at the written request of the Secretary of the Council be X-rayed within a period of two weeks from the date of such request. Any employee who fails to comply with such request shall not be eligible for employment in the Knitting Industry (Transvaal) and no employer shall employ such employee.

11. COUNCIL FUNDS

(1) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct 10c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that no deductions shall be made from the wage of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(2) Die werkgewer moet die totale bedrae aldus afgetrek, tesame met 'n gelyke bedrag wat hy moet bydra, binne 10 dae na die einde van die maand waarin die aftrekkings verskuldig word, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur.

(3) Waar die werkgewer versuim het om bydraes van sy werknemers af te trek, mag hy nie agterstallige bydraes aftrek nie, maar moet hy hierdie bydraes self betaal.

12. UITTREKSELS UIT LOONREGISTERS

Elke werkgewer moet, ten opsigte van elke kalendermaand, 'n opgawe in die vorm van Aanhangsel A aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur, en moet die volgende besonderhede, in verband met elke werknemer daarop aandui: Die Nywerheidsraadnommer inkloknommer (as daar is), weeklikse bedrae afgetrek ingevolge klousules 11, 20, 21, 22 en 23 van hierdie Ooreenkoms en die datum van indiensneming (as die werknemer in diens geneem is gedurende die kalendermaand waarop die opgawe betrekking het), die beroep en die datum van diensbeëindiging (as die werknemer se dienste beëindig is gedurende die kalendermaand waarop die opgawe betrekking het). Hierdie opgawe moet voor of op die 10de dag van die maand wat volg op die kalendermaand waarop die opgawe betrekking het, by die Raad ingedien word.

13. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING

(1) Geen werkgewer wat lid van die werkgewersorganisasie is, mag enigeen in diens neem wat nie lid van die vakvereniging is nie en geen lid van die vakvereniging mag vir 'n werknemer werk wat nie lid van die werkgewersorganisasie is nie: Met dien verstande dat enigeen wat benadeel word of sal word deur weiering van lidmaatskap van die werkgewersorganisasie of vakvereniging sy saak kan stel voor die Raad, wat kan verklaar dat, ondanks sodanige weiering, hierdie klousule hom nie verhoed om lede van die vakvereniging in diens te neem of deur lede van die werkgewersorganisasie in diens geneem te word nie, na gelang van die geval.

(2) Hierdie klousule is nie van toepassing nie—

(a) op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vandat hy in die Nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om aansoek te doen om lidmaatskap daarvan geweier het, hierdie klousule onmiddellik in werking tree;

(b) op die indiensneming in die Nywerheid van 'n werknemer wie se lidmaatskap van die vakvereniging opgeskort is of wat uit die vakvereniging gesit is of wat, na die Minister se mening, 'n goeie rede het om daarteen beswaar te maak dat hy lid van die vakvereniging word of bly.

14. ORGANISASIE VAN WERKNEMERS

(1) Elke werkgewer moet enigeen wat skriftelik deur die vakvereniging en die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die etenspouse binne te gaan ten einde—

(a) vakverenigingsaangeleenthede met die werknemers te bespreek;

(b) nuwe lede in te skryf;

(c) kennisgewings deur die vakvereniging uitgereik, op te plak en te versprei;

(d) lede se bydraes tot die vakvereniging in te samel en enige ander werksaamhede van die vereniging te verrig.

(2) 'n Werkgewer kan vereis dat die gemagtigde persoon of persone hom of sy verteenwoordigers minstens drie dae vooraf kennis gee van sy of haar voorneme om die bedryfsinrigting te besoek.

15. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die ouderdom van 15 jaar mag in die Brei-nywerheid in diens geneem word nie.

16. REGISTRASIE VAN BEDRYFSINRIGTING

Elke werkgewer moet, indien hy dit nog nie ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand na die datum waarop hierdie Ooreenkoms gepubliseer word, en elke persoon wat na daardie datum 'n werkgewer word, moet binne een maand na die datum waarop hy met werksaamhede begin het, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sy bedryfsinrigting geleë is, die naam/nam van die werkgewer en/of die vennote van die onderneming of, indien dit 'n aanspreeklikheidsmaatskappy is, die name van

(2) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him, to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within 10 days of the end of the month in which the deductions fall due.

(3) Where an employer has failed to deduct contributions from his employees he shall not be permitted to deduct arrear contributions, but shall make good these contributions himself.

12. EXTRACTS FROM WAGE REGISTERS

Every employer shall, in respect of each calendar month, forward a return in the form of Annexure A to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, showing in respect of each employee, the Industrial Council number, clock number (if any), the weekly amounts deducted in terms of clauses 11, 20, 21, 22 and 23 of this Agreement and the date of engagement (if the employee was engaged during the calendar month to which the return relates), the occupation, and the date of termination (if the employee's services were terminated during the calendar month to which the return relates). This return shall be submitted to the Council not later than the 10th day of the month following the calendar month to which the return relates.

13. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employers' organisation shall employ any person who is not a member of the trade union and no member of the trade union shall work for any employer who is not a member of the employers' organisation: Provided that any person who is or will be adversely affected by a refusal of membership of the employers' organisation or trade union may place his case before the Council, which may declare that notwithstanding such refusal the provisions of this clause shall not preclude him from employing members of the trade union or being employed by members of the employers' organisation, as the case may be.

(2) The provisions of this clause shall not apply—

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

(b) to the employment in the Industry of any employee who has been suspended or expelled from membership of the trade union or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union.

14. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any person or persons authorised in writing by the trade union and by the Council to enter his establishment from time to time during the lunch hour for the purposes of—

(a) interviewing the employees on trade union matters;

(b) enrolling new members;

(c) posting and distributing notices issued by the trade union;

(d) collecting members' contributions to the trade union and any other activities of the union.

(2) The authorised person or persons may be required by an employer to notify him or his representatives not less than three days in advance of his or her intention to visit the establishment.

15. EMPLOYMENT OF MINORS

No person under the age of 15 shall be employed in the Knitting Industry.

16. REGISTRATION OF AN ESTABLISHMENT

Every employer shall, if he has not already done so in terms of a previous agreement, within one month from the date on which this Agreement is published, and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify the Secretary of the Council, in writing, of the address of the premises in which his establishment is located, the name/s of the employer and/or the partners of the concern, or if a liability company,

die sekretaris en direkteure. Die Sekretaris van die Raad moet daarop 'n registrasiesertifikaat deur hom onderteken aan die werkgewer uitreik. Geen werknemer mag die werksaamhede van hierdie Nywerheid beoefen op 'n ander plek as in 'n bedryfsinrigting wat ingevolge hierdie klousule geregistreer is nie. In die geval van 'n adresverandering of indien die besigheid oorgedra of afgestaan word, moet die Sekretaris van die Raad binne twee weke na die datum van sodanige verandering of veranderings skriftelik daarvan in kennis gestel word.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad op grond van ouderdom of swaakteit of om menslikheidsredes of om 'n afdoende rede, enigeen vrystel van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor dit geldig is, en kan na een week skriftelike kennisgewing aan die betrokke persone, sodanige vrystelling intrek, afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling kragtens die bepalings van hierdie klousule verleen is, '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 hy vrygestel word;
 - (c) voorwaardes ooreenkomstig die bepalings van subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word;
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate uitgereik, agtereenvolgens nommer;
 - (b) 'n kopie behou van elke sertifikaat uitgereik;
 - (c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings nakom van 'n vrystellingssertifikaat wat kragtens hierdie klousule uitge-reik is.

18. AGENTE

Die Raad kan een of meer persone aanstel as agente om te help met die toepassing van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en dié persone te ondervra wat vir hierdie doel nodig is.

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale vertoon hou op 'n plek in sy bedryfsinrigting wat maklik vir sy werknemers toeganklik is.

20. DIE MEDIËSE BYSTANDSVERENIGING

(1) Hierby word 'n mediese bystandsvereniging voortgesit, bekend as die Mediese Bystandsvereniging vir die Breinnywerheid (Transvaal), wat in hierdie klousule die "Vereniging" genoem word.

(2) Elke werkgewer moet op die betaaldag van elke week, die volgende bedrae aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat minstens 20 uur gewerk het in die week waarin die aftrekkings verskuldig word:

- (a) 20c in die geval van werknemers wat R12,50 of meer maar minder as R20 per week verdien;
- (b) 30c in die geval van werknemers wat R20 of meer per week verdien.

Die totale bedrag aldus van die lone van sy werknemers afgetrek, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet binne 10 dae na die einde van die maand waarin die aftrekkings verskuldig word, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, gestuur word, en moet vergesel gaan van 'n ingevulde opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms.

(3) Waar 'n werkgewer versuim om bydraes van sy lede se loon af te trek, mag hy nie agterstallige bydraes aftrek nie, maar moet hy hierdie bydraes self betaal.

(4) Behoudens hierdie klousule, moet die fondse van die Vereniging gebruik word om mediese behandeling en medisyne in geval van siekte aan lede van die Vereniging te verskaf, en 'n Bestuurskomitee wat deur die Raad aangestel is, moet dit administreer. Die Bestuurskomitee moet bestaan uit vier verteenwoordigers van die werkgewersorganisasie en vier verteenwoordigers van die vakverenigings, ooreenkomstig die reëls van die Vereniging, soos hierna uiteengesit.

the names of the Secretary and Directors. The Secretary of the Council shall thereupon issue to the employer a registration certificate signed by him. No employer shall carry on operations in the Industry elsewhere than in an establishment registered in terms of this clause. In the event of a change of address of the business or its transfer or abandonment, the Secretary of the Council shall be notified, in writing, of such change or changes within two weeks from the date of the change.

17. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, on account of old age or infirmity or compassionate grounds or for any other good or sufficient reason grant to or in respect of any person, exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may after one week's notice, in writing, to the persons concerned, withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause 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 fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

18. AGENTS

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and employee to permit such agents to institute such enquiries, and to interrogate such persons as may be necessary for this purpose.

19. EXHIBITION OF AGREEMENT

Every employer shall keep exhibited in his establishment in a place readily accessible to his employees, a legible copy of this Agreement in both official languages.

20. THE MEDICAL BENEFIT SOCIETY

(1) There is hereby continued a medical benefit society, which shall be known as the Transvaal Knitting Industry Medical Benefit Society, in this clause referred to as the "Society".

(2) Every employer shall on the pay-day of each week deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and who has worked for at least 20 hours in the week for which the deductions fell due, the following amounts:

- (a) 20c from employees earning R12,50 or more but less than R20 per week;
- (b) 30c from employees earning R20 per week or more.

The total amount so deducted from the wages of his employees, together with an equal amount contributed by the employer, shall be submitted to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000 within 10 days from the end of the month in which the deductions fall due, accompanied by a completed return in the form of Annexure A to this Agreement.

(3) Where an employer has failed to deduct contributions from his members, he shall not be permitted to deduct arrear contributions, but shall make good these contributions himself.

(4) The funds of the Society shall, subject to the provisions of this clause, be applied to provide members of the Society with medical treatment and medicines in case of illness and shall be administered by a Management Committee appointed by the Council and consisting of four representatives of the employer's organisation and four representatives of the trade unions, in accordance with the rules of the Society as set out hereunder.

(5) As daar te eniger tyd 'n geskil ontstaan oor hierdie klousule, die administrasie van die Vereniging of enige ander aangeleentheid waaroor die lede van die Bestuurskomitee gelykop verdeel is, moet die geskilpunt na die Raad verwys word vir 'n beslissing.

(6) 'n Openbare rekenmeester of rekenmeesters deur die Raad aangestel, moet die rekeninge van die Vereniging jaarliks vir elke jaar eindigende 30 Junie ouditeer, en wel nie later nie as twee maande na 30 Junie van elke jaar. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Knitters' Association, die Garment Workers' Union of South Africa en die Knitted Fabric Workers' Union gestuur word.

(7) (a) Alle werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, kom vir lidmaatskap van die Vereniging in aanmerking.

(b) 'n Persoon word geag lid van die Vereniging te wees na betaling van een week se bydrae soos in hierdie klousule voorgeskryf, en hy is geregtig op 'n mediese bystandskart in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(c) As 'n lid die Nywerheid verlaat, hou hy op om lid van die Vereniging te wees: Met dien verstande egter dat waar 'n lid se diens weens siekte beëindig is, hy lid bly vir 'n tydperk van 26 weke en vir 'n tydperk van 13 weke na die laaste datum van diens in die geval van 'n lid wat werkloos word en vir indiensneming registreer by die Departement van Arbeid, die Garment Workers' Union of S.A., die Knitted Fabric Workers' Union of die Raad.

(d) By berekening van die bystand waarop lede geregtig is, moet tydperke van werkloosheid van 13 weke of minder geag word aaneenlopende lidmaatskap te wees, en lede wat vir langer as 13 weke werkloos was, se totale tydperk of tydperke van lidmaatskap moet as die lidmaatskapstermyn beskou word nadat so 'n lid 13 bydraes betaal nadat hy opnuut in die Nywerheid in diens geneem is.

(e) Ondanks paragraaf (a) van hierdie subklousule kan ander werknemers in diens van die werkgever wat lede van die vakvereniging is en wat verkies om bydraers te word, na goedvinde van die Bestuurskomitee tot die Fonds bydra, en hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van sodanige werknemers en die werkgever van sodanige werknemers.

(8) Lede is op die volgende minimum bystand geregtig:

(a) Na betaling van die eerste week se bydrae—

(i) die gratis dienste van 'n mediese praktisyn deur die Vereniging aangestel;

(ii) die gratis verskaffing van medisyne wat deur sodanige mediese praktisyn voorgeskryf word; en

(iii) die gratis uitreiking deur sodanige mediese praktisyn van 'n doktersertifikaat waarin die siektetydperk gesertifiseer word;

(iv) gratis X-straalondersoeke vir tuberkulose in elke kalenderjaar.

(b) Na betaling van 13 weeklikse bydraes—

(i) die bystand betaalbaar kragtens subklousule (8) (a) hierbo;

(ii) gratis tandheelkundige dienste wat betref die uitrek en stop van tande (uitgesonderd goue en ander duurder soorte stoppels waar goedkoper stoppels gebruik kon word);

(iii) die gratis verskaffing van sodanige medisyne deur 'n tandarts voorgeskryf;

(iv) gratis ambulansdienste wanneer dit aanbeveel word deur 'n mediese praktisyn of 'n gemagtigde persoon in die bedryfsinrigting waarin die lid werksaam is;

(v) gratis optiese lense wanneer voorgeskryf deur 'n paneel-spesialis en voorberei deur 'n paneeloptisiën, en R2 vir die koste van rame in elke siklus van twee jaar lidmaatskap.

(c) Na betaling van 147 bydraes—

(i) alle bystand betaalbaar kragtens subklousule (8) (a) en (b);

(ii) betaling van tot R75 vir die koste van konsultasie en behandeling deur 'n spesialis of narkotiseur of hospitalisasiekoste in elke siklus van een jaar lidmaatskap;

(iii) 'n toelae van tot R10 elk vir die koste van die onderste of boonste stel van die eerste gebit of gedeeltelike gebit deur 'n geregistreerde tandarts verskaf.

(9) Indien moontlik, moet die Vereniging alle werknemers in die Nywerheid elke jaar 'n X-straalondersoek vir tuberkulose laat ondergaan.

(10) (a) Die Bestuurskomitee het die bevoegdheid om die bedrag aan bystand te bepaal wat aan lede verleen word asook die voorwaardes daarvan en om sodanige bedrae en voorwaardes te wysig: Met dien verstande dat sodanige bystand nie minder gunstig mag wees nie as dié waarvoor daar in hierdie klousule voorsiening gemaak word.

(5) Should a dispute arise at any time as to the provisions of this clause, the administration of the Society of any other matter in regard to which the members of the Management Committee are equally divided, the matter in dispute shall be referred to the Council for a decision.

(6) A public accountant or accountants appointed by the Council shall audit the accounts of the Society annually for each year ending 30 June by not later than two months after 30 June of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Knitters' Association, the Garment Workers' Union of South Africa and the Knitted Fabric Workers' Union.

(7) (a) All employees for whom minimum wages are prescribed in this Agreement are eligible for membership of the Society.

(b) A person shall be deemed to be a member of the Society on payment of one week's contribution as provided in this clause and shall be entitled to be issued with a medical benefit card in the form of Annexure B to this Agreement.

(c) A member shall, on leaving the Industry, cease to be a member of the Society: Provided, however, that where a member's employment ceased on account of such member's illness, membership shall continue for a period of 26 weeks and for a period of 13 weeks after the last date of employment in the case of a member who becomes unemployed and who registers for employment with the Department of Labour, the Garment Workers' Union of S.A., the Knitted Fabric Workers' Union or the Council.

(d) For the purpose of calculating a member's entitlement to benefits, periods of unemployment of 13 weeks or less shall be regarded as continuous membership and in the case of members who have been unemployed for more than 13 weeks, such member's total period or periods of membership shall be regarded as the membership period after such member has paid 13 contributions after being re-employed in the Industry.

(e) Notwithstanding the provisions of paragraph (a) of this subclause, other employees in the employ of the employer who are members of the trade union and who elect to become contributors may at the discretion of the Management Committee contribute to the Fund, and the provisions of this clause shall *mutatis mutandis* apply in respect of such employees and the employer of such employees.

(8) Members shall be entitled to the following minimum benefits:

(a) After payment of the first week's contribution—

(i) the free services of a medical practitioner appointed by the Society;

(ii) the free supply of medicines prescribed by such medical practitioner; and

(iii) the free issue by such medical practitioner of a medical certificate certifying the period of illness;

(iv) free X-ray for tuberculosis in every calendar year.

(b) After payment of 13 weekly contributions—

(i) the benefits payable in terms of subclause (8) (a) above;

(ii) free dental services in respect of extractions and fillings (other than gold or other more expensive types of fillings where cheaper fillings could be done);

(iii) free prescription of such medicines prescribed by a dentist;

(iv) free ambulance services when ordered by a medical practitioner or by an authorised person at the establishment at which the member is employed;

(v) Free optical lenses when prescribed by a panel specialist and made up by a panel optician and R2 towards the cost of frames in each cycle of two years of membership.

(c) After payment of 147 contributions—

(i) all benefits payable in terms of subclause (8) (a) and (b);

(ii) payment of up to R75 towards the cost of consultation and treatment fees by any specialist, anaesthetist or cost of hospitalisation in each cycle of one year of membership;

(iii) a grant of up to R10 each towards the cost of initial upper and/or lower dentures or partial dentures supplied by a registered dental practitioner.

(9) The Society shall conduct, if possible, an annual X-ray against tuberculosis of all employees in the Industry.

(10) (a) The Management Committee shall have the power to determine the amount of any benefit to be granted to members and the Management Committee shall continue to administer the conditions: Provided that any such benefit shall not be less favourable than those provided for in this clause.

(b) As hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk, moet die Bestuurskomitee voortgaan om die Vereniging te administreer totdat dit of gelikwider of deur die Raad na 'n ander vereniging oorgedra word waarvan die oogmerke slegs is om die werknemers van die Breinywerheid (Transvaal) ten voordeel te strek: Met dien verstande dat as geen nuwe ooreenkoms wat vir die voortsetting van die Vereniging voorsiening maak, binne een jaar na die verstryking van hierdie Ooreenkoms aangegaan word nie of die Vereniging nie binne sodanige tydperk oorgedra word soos hierbo vermeld nie, die Vereniging gelikwider moet word.

(11) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Vereniging te administreer, en die lede van die Komitee wat dien op die datum waarop die Raad ophou funksioneer of ontbind word, word geag lede daarvan vir sodanige doeleindes te wees: Met dien verstande egter dat die Registrateur vakatures in die Komitee kan vul uit die geledere van die werkgewers of werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die Komitee dien. As sodanige Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan wat die administrasie van die Vereniging na die mening van die Registrateur, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van die Komitee vir sodanige doel. As daar geen Raad bestaan nie, moet die Vereniging by verstryking van hierdie Ooreenkoms, deur die Komitee of trustees, na gelang van die geval, gelikwider word op die wyse in subklousule (12) van hierdie klousule uiteengesit: Met dien verstande dat as die sake van die Raad by sodanige verstryking alreeds gelikwider en sy bates verdeel is, die saldo van die bates van hierdie Vereniging verdeel moet word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

(12) By likwidasië van die Vereniging ingevolge subklousule (10) van hierdie klousule, moet die geld wat in die krediet van die Fonds bly na betaling van alle eise teen die Vereniging, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

(13) Alle administrasie- en likwidasiëkoste kom ten laste van die fondse van die Vereniging.

(14) Alle geld wat die Vereniging ontvang, moet op die bankrekening van die Nywerheidsraad gestort word. 'n Amptelike kwitansië moet uitgereik word vir alle geld wat die Vereniging ontvang. Geld wat nodig word, moet betaal word per tjek onderteken deur dieselfde persone wat gemagtig is om die Raad se tjeks te onderteken. Afsonderlike rekenings vir die Vereniging moet in die Raad se boeke gehou word. Alle geld wat nie vir onmiddellike uitgawes nodig is nie, moet belê word op die wyse uiteengesit in artikel 21 (3) van die Wet op Nywerheidsversoening.

(15) Uitbetalings uit die Vereniging moet gestaak word sodra die bedrag waarmee die Vereniging gekrediteer is, laer as R200 daal.

21. SIEKTEBESOLDIGINGSFONDS

(1) Hierby word 'n siektebesoldigingsfonds voortgesit, bekend as die Siektebesoldigingsfonds vir die Breinywerheid (Transvaal) wat in hierdie klousule die "Fonds" genoem word.

(2) (a) Elke werkgewer moet op die betaaldag van elke week, en wel met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, die bedraë hieronder in paragrafe (a) en (b) uiteengesit, aftrek van die loon van elk van sy werknemers vir wie minimum lône in hierdie Ooreenkoms voorgeskryf word en wat minstens 20 uur lank gewerk het in die week waarvoor die aftrekking verskuldig word, naamlik:

- (i) 5c van werknemers wat minder as R20 per week verdien; en
- (ii) 10c van werknemers wat R20 of meer per week verdien.

(b) Tesame met die bedraë uiteengesit in paragraaf (a) (i) en (ii), moet die volgende bedraë, naamlik:

(i) 10c ten opsigte van werknemers wat minder as R20 per week verdien,

(ii) 20c ten opsigte van werknemers wat R20 of meer per week verdien, binne 10 dae na die einde van die maand waarin die aftrekkings verskuldig geword het, tesame met 'n ingevulde opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms, deur die werkgewer by die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, ingedien word.

(3) Behoudens die bepalings van hierdie klousule, moet die gelde van die Fonds gebruik word om siektebesoldiging aan lede van die Fonds te betaal as hulle weens siekte van die werk afwesig is, en 'n Bestuurskomitee wat deur die Raad aangestel

(b) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other society whose objects shall be solely to benefit the employees of the Knitting Industry (Transvaal): Provided that if no new agreement providing for the continuation of the Society is entered into within one year after the date of expiration of this Agreement or the Society not being transferred as aforesaid within such period, the Society shall be liquidated.

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Society and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Society shall upon the expiration of this Agreement be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (12) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the assets of this Society shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(12) Upon liquidation of the Society in terms of subclause (10) of this clause, the moneys remaining to the credit of the Fund after payment of all claims against the Society, including administration and liquidation expenses, shall be paid into the general Funds of the Council.

(13) All administrative and liquidation charges shall be a charge against the funds of the Society.

(14) All moneys received by the Society shall be deposited in the banking account of the Industrial Council. An official receipt shall be issued for all moneys received by the Society. Moneys required shall be paid out by cheques signed by the same signatories authorised to sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the Society. All moneys not required to meet current payments shall be invested in the manner set forth in section 21 (3) of the Industrial Conciliation Act.

(15) The disbursements from this Society shall cease whenever the amount to the credit of the Society falls below R200.

21. SICK PAY FUND

(1) There is hereby continued a sick pay fund, which shall be known as the Transvaal Knitting Industry Sick Pay Fund, in this clause referred to as the "Fund".

(2) (a) Every employer shall on the pay-day of each week and from the first pay-day after this Agreement comes into operation deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement and who has worked for at least 20 hours in the week for which the deduction fell due, the amounts as set out in paragraphs (a) and (b) below:

- (i) 5c from employees earning less than R20 per week; and
- (ii) 10c from employees earning R20 or more per week.

(b) Together with the amounts specified in paragraph (a) (i) and (ii) the employer shall submit the following amounts:

(i) 10c in respect of employees earning less than R20 per week.

(ii) 20c in respect of employees earning R20 or more per week to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within 10 days of the end of the month in which the deductions fell due, accompanied by a completed return in the form of Annexure A of the Agreement.

(3) The funds of the Fund shall, subject to the provisions of this clause, be applied to provide members of the Fund with sick pay in case of absence from work owing to illness and shall

is, moet dit administreer. Die Bestuurskomitee moet bestaan uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakverenigings, ooreenkomstig die reëls van die Fonds.

(4) As daar te eniger tyd 'n geskil ontstaan oor die bepalings van hierdie klousule, die reëls, die administrasie van die Fonds of enige ander saak waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die geskilpunt na die Nywerheidsraad verwys word vir 'n beslissing.

(5) Siektebesoldigingsbystand moet betaal word aan werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en wel op die volgende voorwaardes:

(a) Geen siektebesoldiging is aan 'n werknemer betaalbaar nie vir 'n dag se afwesigheid weens siekte, as dié dag op 'n openbare vakansiedag val soos in klousule 8 van hierdie Ooreenkoms voorgeskryf.

(b) Geen siektebesoldiging is aan 'n werknemer betaalbaar nie vir 'n dag se afwesigheid weens siekte waarvoor die werknemer vakansiebesoldiging betaal is, soos in klousule 8 (1) van hierdie Ooreenkoms voorgeskryf, of in die geval van werknemers in klousule 8 (2) (a) van hierdie Ooreenkoms bedoel, vir 'n tydperk van 12 werkdag, gereken vanaf die eerste werkdag na die datum waarop die fabriek vir die jaarlikse verloff gesluit het.

(c) Geen siektebesoldiging is aan 'n vroulike werknemer betaalbaar nie vir die vier weke onmiddellik voor die verwagte datum van haar bevalling. Met dien verstande dat die siektebesoldigingsbystand slegs betaal word as so 'n vroulike werknemer binne twee maande na die datum van geboorte van die kind, of een maand in die geval van 'n doodgebore kind, na haar werk terugkeer.

(d) (i) Ondanks subklousule (5) (a), is 'n werknemer wat vyf dae per week werk gedurende die eerste 12 agtereenvolgende maande diens geregtig op siekteverlof van een werkdag met volle besoldiging ten opsigte van elke voltooide tydperk van vyf weke diens, en in die geval van alle ander werknemers een dag siekteverlof met volle besoldiging ten opsigte van elke maand diens.

(ii) Na 12 agtereenvolgende voltooide maande diens is 'n werknemer geregtig op siekteverlof van 10 werkdag met volle besoldiging per jaar.

(e) Siektebesoldiging ingevolge hierdie subklousule en subklousule (5) (f) word slegs betaal vir siekte van minstens drie agtereenvolgende werkdag.

(f) Na die siektebesoldiging in subklousule (5) (d) (ii) uiteengesit, word siektebesoldiging ten opsigte van elke tydperk van 12 maande betaal vir 13 tydperke van vyf werkdag siekte en in die geval van siekte veroorsaak deur tuberkulose of kanker word siektebesoldiging betaal vir 26 tydperke van vyf werkdag siekte soos in subklousule (6) (a) of (b) vermeld.

(g) Ondanks andersluidende bepalings in hierdie subklousule, kan ander werknemers in die diens van die werkgewer wat lede van die vakvereniging is en wat verkies om bydraes te word, na goedvinde van die Bestuurskomitee tot die Fonds bydra, en hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van sodanige werknemers en die werkgewer van sodanige werknemers.

(6) Siektebesoldigingsbystand is betaalbaar aan alle werknemers wat ingevolge subklousule (5) van hierdie klousule daarop geregtig is, en wel teen die volgende skale vir elke voltooide en ononderbroke tydperk van drie werkdag siekte:

(a) Aan die werknemers in subklousule (2) (a) van hierdie klousule bedoel, die helfte van die werknemer se weekloon, maar hoogstens R8, naamlik die kleinste bedrag; en

(b) aan die werknemers in subklousule (2) (b) van hierdie klousule bedoel, die helfte van die werknemer se weekloon maar hoogstens R16, naamlik die kleinste bedrag.

(7) Alle geld wat die Fonds ontvang, moet op die bankrekening van die Nywerheidsraad gestort word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat die Fonds ontvang. Onttrekkings uit die Fonds moet geskied per tjek onderteken deur dieselfde persone wat gemagtig is om die Raad se tjeks te onderteken. Afsonderlike rekenings vir die Fonds moet in die Raad se boeke gehou word. Alle geld wat nie vir onmiddellike uitgawes nodig is nie, moet belê word op die wyse uiteengesit in artikel 21 (3) van die Wet op Nywerheidsversoening.

(8) Die Raad moet 'n openbare rekenmeester as 'n ouditeur aanstel en sy besoldiging moet uit die Fonds betaal word. Die rekeninge moet jaarliks geouditeer word vir die jaarlikse tydperke eindigende 30 Junie. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Knitters' Association en die Garment Workers' Union of South Africa en die Knitted Fabric Workers' Union gestuur word.

be administered by a Management Committee appointed by the Council and consisting of five representatives of the employers' organisation and five representatives of the trade unions, in accordance with the rules of the Fund.

(4) Should a dispute arise at any time as to the provisions of this clause, the rules, the administration of the Fund or any other matter in regard to which the members of the Management Committee are equally divided, the matter in dispute shall be referred to the Industrial Council for a decision.

(5) Sick pay benefits shall be paid to employees for whom minimum wages are prescribed in this Agreement subject to the following provisions:

(a) No sick pay shall be paid to any employee in respect of any day of illness falling on a public holiday as prescribed in clause 8 of this Agreement.

(b) No sick pay shall be paid to any employee in respect of any day of illness in respect of which the employee has been paid holiday pay as prescribed in clause 8 (1) of this Agreement or in the case of employees referred to in clause 8 (2) (a) of this Agreement in respect of a period of 12 working days calculated from the first working day after the date on which the factory closed for annual leave.

(c) No sick pay shall be paid to any female employee in respect of the four weeks immediately prior to the expected date of confinement: Provided that the sick pay benefits shall only be paid if such female employee has returned to her employment within two months after the date of birth of the child or one month in the case of a still-born birth.

(d) (i) Notwithstanding the provisions of subclause (5) (a), during the first 12 consecutive months of employment, an employee who works a five-day week shall be entitled to one day's sick leave on full pay in respect of each completed period of five weeks' employment, and in the case of every other employee one day's sick leave on full pay in respect of each completed month of employment.

(ii) After completion of 12 consecutive months of employment, an employee shall be entitled to 10 working days' sick leave per year on full pay.

(e) Sick pay in terms of this subclause and subclause (5) (f) shall only be paid after an illness of not less than three consecutive working days.

(f) Following the sick pay specified in subclause (5) (d) (ii), sick pay shall be paid in respect of each period of 12 months for 13 periods of five working days' illness and in the case of illness caused by tuberculosis or cancer, sick pay shall be paid for 26 periods of five working days illness as specified in subclause (6) (a) or (b).

(g) Notwithstanding anything on the contrary contained in this subclause, other employees in the employ of the employer who are members of the trade union and who elect to become contributors may at the discretion of the Management Committee contribute to the Fund and the provisions of this clause shall *mutatis mutandis* apply in respect of such employees and the employer of such employees.

(6) Sick pay benefits shall be paid to all employees entitled thereto in terms of the provisions of subclause (5) of this clause at the following rates in respect of each complete and continuous period of three working days of illness:

(a) To the employees referred to in subclause (2) (a) of this clause half of the employee's weekly wage but not exceeding an amount of R8, whichever is the smaller; and

(b) to the employees referred to in subclause (2) (b) of this clause, half the employee's weekly wage but not exceeding an amount of R16, whichever is the smaller.

(7) All moneys received by the Fund shall be deposited in the banking account of the Industrial Council. An official receipt shall be issued for all moneys received into the Fund. Withdrawals from the Fund shall be by cheque signed by the same signatories authorised to sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the Fund. All moneys not required to meet current payments shall be invested in the manner set forth in section 21 (3) of the Industrial Conciliation Act.

(8) The Council shall appoint a public accountant as auditor whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Knitters' Association and the Garment Workers' Union of South Africa and the Knitted Fabric Workers' Union.

(9) As hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwedeer of deur die Raad oorgedra word na 'n ander fonds of fondse waarvan die oogmerke uitsluitlik is om die werknemers van die Breinywerheid (Transvaal) ten voordeel te strek: Met dien verstande dat as geen nuwe Ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne een jaar na die verstrykingsdatum van hierdie Ooreenkoms aangegaan word nie, of as die Fonds nie binne sodanige tydperk oorgedra word soos hierbo vermeld nie, die Fonds gelikwedeer moet word.

(10) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds geadminestreer word deur 'n komitee bestaande uit vier verteenwoordigers van die Transvaal Knitters' Association en vier verteenwoordigers gesamentlik benoem deur die Garment Workers' Union of South Africa en die Knitted Fabric Workers' Union, en sodanige Komitee moet voortgaan om die sake van die Fonds te administreer. As sodanige Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee vir sodanige doel uit te voer. As daar geen raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die Komitee of trustees, na gelang van die geval, gelikwedeer word op die wyse in subklousule (11) van hierdie klousule uiteengesit: Met dien verstande dat as die sake van die Raad by sodanige verstryking alreeds gelikwedeer en sy bates verdeel is, die saldo van hierdie Fonds verdeel moet word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasië van die Fonds ingevolge subklousule (9), van hierdie klousule, moet die geld wat in die krediet van die Fonds bly na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die fondse van die Raad gestort word.

(12) Alle administrasie- en likwidasiëkoste kom ten laste van die fondse van die Fonds.

(13) Uitbetalings deur hierdie Fonds moet gestaak word sodra die bedrag waarmee die Fonds gekrediteer is, laer as R200 daal.

22. SLAPTEBESOLDIGINGSFONDS

(1) Hierby word 'n slaptebesoldigingsfonds voortgesit bekend as die Slaptebesoldigingsfonds vir die Breinywerheid (Transvaal), wat in hierdie klousule die "Fonds" genoem word. Die administrasie van hierdie Fonds berus by die Raad.

(2) Elke werkgewer moet op die betaaldag van elke week 5c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in die Ooreenkoms voorgeskryf word en wat minstens 20 uur lank gewerk het in die week waarvoor die aftrekking verskuldig word, en moet die totale bedrag aldus van die lone van sy werknemers afgetrek, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, binne 10 dae na die einde van die maand waarin die aftrekkings verskuldig word, tesame met 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur. Behoudens hierdie klousule, moet die geld van hierdie Fonds gebruik word om bystand te verleen aan werknemers wat korttyd werk.

(3) Waar 'n werkgewer versuim het om bydraes van lede af te trek, mag hy nie agterstallige bydraes aftrek nie, maar moet hy hierdie bydraes self betaal.

(4) Onderstaande bystand moet betaal word aan 'n werknemer wat korttyd werk vir vyf volle werkdag wat binne 'n tydperk van drie maande val, gereken met ingang van die eerste volle werkdag wat hy korttyd werk: Met dien verstande dat geen werknemer vir meer as 30 dae korttyd in een enkele kalenderjaar betaal mag word nie:

(a) Werknemers wat 13 maar hoogstens 49 bydraes voor die eerste volle dag korttyd gedoen het: Die helfte van die loon wat so 'n werknemer verloor: Met dien verstande dat as die helfte van die loon wat hy verloor, minder as R4,55 is, 'n bedrag van R4,55 betaal moet word: Voorts met dien verstande dat as die helfte van die loon wat die werknemer verloor, meer as R14 is, slegs R14 betaal moet word;

(b) werknemers wat 50 bydraes maar hoogstens 98 bydraes voor die eerste volle dag korttyd gedoen het: Twee-derdes van die loon wat so 'n werknemer verloor: Met dien verstande dat as twee-derdes van die loon wat hy verloor, minder as R5,60 is, 'n bedrag van R5,60 betaal moet word: Voorts met dien verstande dat as twee-derdes van die loon wat die werknemer verloor, meer as R16 is, slegs R16 betaal moet word;

(c) werknemers wat 99 of meer bydraes voor die eerste volle dag korttyd gedoen het: Driekwart van die loon wat so 'n werknemer verloor: Met dien verstande dat as driekwart van die

(9) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Knitting Industry (Transvaal): Provided that, if no new agreement providing for the continuation of the Fund is entered into within one year after the date of expiration of this Agreement, or the Fund not being transferred as aforesaid within such period the Fund shall be liquidated.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall be administered by a committee consisting of four representatives of the Transvaal Knitters' Association and four representatives appointed jointly by the Garment Workers' Union of South African and the Knitted Fabric Workers' Union, which Committee shall continue to administer the affairs of the Fund. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee for such purpose. If there is no Council in existence, the Fund shall upon the expiration of this Agreement be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (11) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (9) of this clause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid into the funds of the Council.

(12) All administration and liquidation charges shall be a charge against the funds of the Fund.

(13) The disbursement from this Fund shall cease whenever the amount to the credit of the Fund falls below R200.

22. SLACK PAY FUND

(1) There is hereby continued a slack pay fund, which shall be known as the Transvaal Knitting Industry Slack Pay Fund, in this clause referred to as the "Fund". The administration of this Fund shall be vested in the Council.

(2) Each employer shall on the pay-day of each week deduct from the wages of each of his employees for whom minimum wages are prescribed in the Agreement and who has worked for at least 20 hours in the week for which the deduction fell due an amount of 5c and shall submit the total amount so deducted from the wages of his employees, together with an equal amount contributed by the employer, to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within 10 days of the end of the month in which the deductions fell due, together with a return in the form of Annexure A to this Agreement. The funds of this Fund shall, subject to the provisions of this clause, be applied to provide benefits to employees who have been placed on short-time.

(3) Where an employer has failed to deduct contributions from members, he shall not be permitted to deduct arrear contributions, but shall make good these contributions himself.

(4) The following benefits shall be paid to any employee who has been placed on short-time for five complete working days falling within a period of three months, calculated from the first complete working day of short-time: Provided that no employee shall be paid in respect of more than 30 days of short-time falling within any calendar year:

(a) Employees who have made 13 contributions but not more than 49 contributions prior to the first completed day of short-time: Half of the wages lost by such employee: Provided that should half of the wages lost be less than R4,55 an amount of R4,55 shall be paid: Provided further that should half of the employees' wages lost exceed R14, an amount of R14 only shall be paid;

(b) employees who have made 50 contributions but not more than 98 contributions prior to the first completed day of short-time: Two-thirds of the wages lost by such employee: Provided that, should two-thirds of the wages lost be less than R5,60, an amount of R5,60 shall be paid: Provided further that should two-thirds of the employee's wages lost exceed R16 an amount equal to R16 only shall be paid.

(c) employees who have made 99 or more contributions prior to the first complete day of short-time: Three-quarters of the wages lost by such employee: Provided that should three-quar-

loon wat hy verloor, minder as R6,65 is, 'n bedrag van R6,65 betaal moet word: Voorts met dien verstande dat as driekwart van die loon wat die werknemer verloor, meer as R18 is, slegs R18 betaal moet word.

(5) Ondanks subklousule (3) van hierdie klousule, mag geen bystand betaal word as die bates van hierdie Fonds minder as R2 000 is nie.

(6) Waar korttyd in 'n fabriek ingevoer word, moet die werkgewer 'n verklaring in die vorm van Aanhangsel D aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur, en wel soos volg:

(a) As die korttyd vir 'n tydperk van vyf agtereenvolgende dae of langer gewerk gaan word, op die eerste dag van sodanige korttyd; of

(b) as die korttyd op afsonderlike dae of vir tydperke van minder as vyf agtereenvolgende dae gewerk word, op die vyfde dag van sodanige korttyd.

(7) Alle geld wat die Fonds ontvang, moet op die bankrekening van die Nywerheidsraad gestort word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat die Fonds ontvang. Onttrekings uit die Fonds moet geskied per tjek onderteken deur dieselfde persone wat gemagtig is om die Raad se tjeks te onderteken. Afsonderlike rekenings vir die Fonds moet in die Raad se boeke gehou word. Alle geld wat nie vir onmiddellike uitgawes nodig is nie, moet belê word op die wyse uiteengesit in artikel 21 (3) van die Wet op Nywerheidsversoening.

(8) Die Raad moet 'n openbare rekenmeester as ouditeur aanstel en sy besoldiging moet uit die Fonds betaal word. Die rekening moet jaarliks geouditeer word vir die jaarlikse tydperke eindigende 30 Junie. Die geouditeerde staat en balanstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Knitters' Association en die Garment Workers' Union of South Africa en die Knitted Fabric Workers' Union gestuur word.

(9) As hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwider of deur die Raad oorgedra word na 'n ander fonds of fondse waarvan die oogmerke uitsluitlik is om die werknemers van die Breinywerheid (Transvaal) ten voordeel te strek: Met dien verstande dat as geen nuwe ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne een jaar na die verstrykingsdatum van hierdie Ooreenkoms aangegaan word nie, of as die Fonds nie binne sodanige tydperk oorgedra word soos hierbo vermeld nie, die Fonds gelikwider moet word.

(10) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds geadminestreer word deur 'n komitee bestaande uit vier verteenwoordigers van die Transvaal Knitters' Association en vier verteenwoordigers gesamentlik benoem deur die Garment Workers' Union of South Africa en die Knitted Fabric Workers' Union, en sodanige Komitee moet voortgaan om die sake van die Fonds te administreer. As sodanige Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee vir sodanige doel uit te voer. As daar geen raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwider word op die wyse in subklousule (10) van hierdie klousule uiteengesit: Met dien verstande dat as die sake van die Raad by sodanige verstryking reeds gelikwider en sy bates verdeel is, die saldo van hierdie Fonds verdeel moet word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

(11) By likwidasie van die Fonds ingevolge subklousule (8) van hierdie klousule, moet die geld wat in die krediet van die Fonds bly na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, in die algemene fondse van die Raad gestort word.

(12) Alle administrasie- en likwidasielaste word deur die Fonds gedra.

23. DIE VOORSORGFONDS VIR DIE BREI-NYWERHEID (TRANSSVAAL)

(1) Hierby word 'n voorsorgfonds voortgesit, bekend as die Voorsorgfonds vir die Breinywerheid (Transvaal), wat in hierdie klousule die "Fonds" genoem word, ten einde bystand soos in hierdie klousule bepaal te verleen aan lede wat die Nywerheid verlaat.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge subklousule (5) van hierdie klousule aan die Fonds betaal word;

ters of the wages lost be less than R6,65, an amount of R6,65 shall be paid: Provided further that should three-quarters of the employee's wages lost exceed R18 an amount equal to R18 only shall be paid.

(5) Notwithstanding the provisions of subclause (3) of this clause no benefits shall be paid if the assets of this Fund are less than R2 000.

(6) Whenever short-time is introduced in a factory the employer shall forward to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, a statement in the form Annexure D as follows:

(a) If the short-time is to be worked for a consecutive period of five days or longer, on the first day of such short-time; or

(b) if the short-time is worked on individual days or for consecutive periods of less than five-days' duration, on the fifth day of such short-time.

(7) All moneys received by the Fund shall be deposited in the banking account of the Industrial Council. An official receipt shall be issued for all moneys received into the Fund. Withdrawals from the Fund shall be by cheque signed by the same signatories authorised to sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the Fund. All moneys not required to meet current payments shall be invested in the manner set forth in section 21 (3) of the Industrial Conciliation Act.

(8) The Council shall appoint a public accountant as auditor whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 30 June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Knitters' Association and the Garment Workers' Union of South Africa and the Knitted Fabric Workers' Union.

(9) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Knitting Industry (Transvaal): Provided that, if no new agreement providing for the continuation of the Fund is entered into within one year after the date of expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall be administered by a committee consisting of four representatives of the Transvaal Knitters' Association and four representatives appointed jointly by the Garment Workers' Union of South Africa and the Knitted Fabric Workers' Union, which Committee shall continue to administer the affairs of the Fund. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee for such purpose. If there is no Council in existence, the Fund shall upon the expiration of this Agreement be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (10) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(11) Upon liquidation of the Fund in terms of subclause (8) of this clause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid into the general funds of the Council.

(12) All administration and liquidation charges shall be a charge against the funds of the Fund.

23. THE PROVIDENT FUND FOR THE KNITTING INDUSTRY (TRANSSVAAL)

(1) There is hereby continued a provident fund which shall be known as the Provident Fund for the Knitting Industry (Transvaal), in this clause referred to as the "Fund", for the purpose of providing benefits to members on leaving the Industry as provided for in this clause.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in terms of the provisions of subclause (5) of this clause;

(b) rente op beleggings van geld van die Fonds;
(c) alle ander bedrae waarop die fonds geregtig word of wat aan die Fonds geskenk word.

(3) *Administrasie van die Fonds.*—(a) Die administrasie van die Fonds berus by 'n administratiewe komitee bestaande uit vier werkgewersverteenvoordigers en vier werknemersverteenvoordigers deur die Nywerheidsraad vir die Breinnywerheid (Transvaal) aangestel. Daar moet 'n plaasvervanger vir elke verteenwoordiger aangestel word.

(b) Twee werkgewersverteenvoordigers en twee werknemersverteenvoordigers vorm 'n kworum en alle aangeleenthede word beslis deur 'n meerderheidstem.

(c) Alle administrasiekoste word deur die Fonds gedra.

(d) Die Raad moet 'n openbare rekenmeester of openbare rekenmeesters aanstel wie se besoldiging uit die Fonds betaal moet word. Die rekening moet jaarliks geouditeer word vir die jaarlikse tydperke eindigende 30 Junie. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Knitters' Association, die Garment Workers' Union of S.A. en die Knitted Fabric Workers' Union gestuur word.

(e) Alle geld wat die Fonds ontvang, moet gestort word op die bankrekening van die Nywerheidsraad. Amptelike kwitansies moet uitgereik word vir alle geld wat in die Fonds ontvang word. Onttrekkings uit die Fonds moet per tjek wees, wat onderteken is deur die persone wat gemagtig is om die Raad se tjeks te onderteken. Afsonderlike rekenings moet in die Raad se boeke vir die Fonds gehou word.

(f) Alle geld wat nie vir onmiddellike uitgawes nodig is nie, moet, na goedvinde van die Raad, belê word op die wyse uiteengesit in die Wet op Nywerheidsversoening, 1956.

(4) *Lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie minimum lone in die Ooreenkoms voorgeskrif word.

(5) *Bydraes.*—(a) Elke werkgewer moet op die betaaldag van elke week, en wel met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, 10c aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskrif word en wat minstens 20 uur gewerk het in die week waarin die afrekkings verskuldig word, en moet die totale bedrag aldus van die loon van sy werknemers afgetrek, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, binne 10 dae na die einde van die maand waarin die afrekkings verskuldig word, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur. Dit moet van 'n ingevulde opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms vergesel gaan.

(b) Elke werknemer het die reg om groter bedrae by te dra as dié wat as 'n verpligte afrekkings in paragraaf (a) van hierdie subklousule voorgeskrif word: Met dien verstande dat sodanige groter bedrae in veelvoude van 10c per week moet wees.

As 'n werknemer hierdie reg wil uitoefen, moet hy 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms (in tweevoud ingevul) by sy werkgewer indien. Sy werkgewer moet by ontvangs van so 'n aansoek, met ingang van die datum in die aansoek gemeld, die nodige bedrae aftrek en die bykomende bedrag aldus afgetrek, tesame met die bedrae in paragraaf (a) bedoel, aanstuur.

Die werkgewer moet een kopie van die werknemer se aansoek aan die Sekretaris van die Raad stuur en moet die tweede kopie aan die werknemer se dienskaart heg.

(c) As 'n werkgewer versuim om die vereiste bedrae van die loon van sy werknemer af te trek, is hy nie daarop geregtig om die bedrag wat van hom geëis word op sy werknemer te verhaal nie.

(d) Ondanks andersluidende bepalings in hierdie klousule, mag afrekkings nie gedoen word van die loon van 'n werker wat minder as drie maande in die Nywerheid is nie.

(e) Ondanks paragraaf (a) van hierdie subklousule, kan ander werknemers in die diens van die werkgewer, wat lede van die vakvereniging is en wat verkies om bydraers te word, na goedvinde van die Administratiewe Komitee tot die Fonds bydra, en hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van sodanige werknemers en die werkgewer van sodanige werknemers.

(6) *Bystand.*—(a) Bystand, soos in subklousule (7) voorgeskrif, moet aan lede verleen word.

(b) Lede wat die Nywerheid verlaat, kan om uitbetaling van opgelope bystand aansoek doen. Betaling mag nie aan 'n lid gedoen word nie voor verstryking van drie maande, gereken vanaf die datum waarop hy die Nywerheid verlaat het (uitgesonderd na goedvinde van die Administratiewe Komitee).

(b) interest derived from the investment of any moneys of the Fund;

(c) any other sums to which the Fund may become entitled or which may be donated to the Fund.

(3) *Administration of the Fund.*—(a) The administration of the Fund shall be vested in an administrative committee consisting of four employers' representatives and four employees' representatives appointed by the Industrial Council for the Knitting Industry (Transvaal). For each representative an alternate shall be appointed.

(b) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority vote.

(c) All expenses of administration shall be a charge on the Fund.

(d) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 30 June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Knitters' Association, the Garment Workers' Union of S.A. and the Knitted Fabric Workers' Union.

(e) All moneys received by the Fund shall be deposited in the banking account of the Industrial Council. An official receipt shall be issued for all moneys received into the Fund. Withdrawals from the Fund shall be by cheque signed by the same signatories authorised to sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the Fund.

(f) Any moneys not required to meet current payments shall be invested in the manner set forth in section 21 (3) of the Industrial Conciliation Act, 1956, at the discretion of the Council.

(4) *Membership.*—The membership of the Fund shall be compulsory for all employees for whom minimum wages are prescribed in the Agreement.

(5) *Contributions.*—(a) Every employer shall on the pay-day of each week and from the first pay-day after this Agreement comes into operation deduct from the wage of each of his employees for whom minimum wages are prescribed in this Agreement and who has worked for at least 20 hours in the week for which the deductions fell due an amount of 10c and shall submit the total amount so deducted from the wages of his employees, together with an equal amount contributed by the employer, to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within 10 days from the end of the month in which the deductions fall due, accompanied by a completed return in the form of Annexure A of this Agreement.

(b) Every employee shall have the right to contribute higher amounts than prescribed as a compulsory deduction in paragraph (a) of this subclause: Provided that such higher amounts shall be in multiples of 10c per week.

Should any employee wish to exercise this right, the employee must submit to his employer an application in the form of Annexure B of this Agreement, completed in duplicate. His employer shall on receipt of such application commence from the date stated in the application to make the required deductions and shall forward the additional amount so deducted together with the amounts referred to in paragraph (a).

The employer shall forward one copy of the application made by the employee to the Secretary of the Council and shall attach the second copy to the employee's service card.

(c) Should an employer fail to make the required deduction from the wages of his employee he shall not be entitled to recover the amount claimed from him from his employee.

(d) Notwithstanding anything to the contrary which may be contained in this clause, deductions shall not be made from the wage of a worker who has been in the Industry for less than three months.

(e) Notwithstanding the provisions of paragraph (a) of this subclause, other employees in the employ of the employer who are members of the trade union and who elect to become contributors may at the discretion of the Administrative Committee contribute to the Fund, and the provisions of this clause shall *mutatis mutandis* apply in respect of such employees and the employer of such employees.

(6) *Benefits.*—(a) Benefits shall be provided to members as may be prescribed in subclause (7).

(b) Members who have left the Industry may apply for a withdrawal of accumulated benefits. Payment shall not be made to a member before the expiration of three months, reckoned from the date on which he left the Industry (except at the discretion of the Administrative Committee).

Aansoek om bystand moet skriftelik en in die voorgeskrewe vorm gedoen word.

(c) Elke lid moet 'n bevoordeelde benoem aan wie die bystand wat aan so 'n lid verskuldig is, betaal moet word as die lid te sterwe sou kom. As die Fonds nie van die naam van so 'n bevoordeelde in kennis gestel is nie, moet die bystand wat ten tyde van 'n lid se dood verskuldig is, in die boedel van dié afgestorwe lid gestort word. 'n Bevoordeelde moet benoem word in die vorm in die reëls van die Fonds voorgeskryf.

(d) Waar 'n lid na die Nywerheid terugkeer voordat betaling op 'n aansoek om onttrekkingsvoordele plaasgevind het, vervall die aansoek outomaties en moet hy onmiddellik weer begin bydra.

(7) *Bedrag aan bystand.*—Die minimum bystand wat aan 'n lid of in die geval van die dood van 'n lid, aan sy bevoordeelde, betaal moet word, is die totale bedrag deur so 'n lid bygedra, plus—

(a) as die totale tydperk van sy bydraes 98 weke of meer, maar minder as 147 weke is, 10 persent van die bedrag wat namens hom deur sy werkgewer bygedra is;

(b) as die totale tydperk van sy bydraes 147 weke of meer, maar minder as 196 weke is, 20 persent van die bedrag wat namens hom deur sy werkgewer bygedra is;

(c) vir elke daaropvolgende 49 weke se bydraes, 'n bykomende 10 persent van die bedrag wat namens hom deur sy werkgewer bygedra is, in die geval van 'n bydraer wie se totale tydperk van bydraes 196 weke of meer, maar minder as 490 weke is;

(d) as die totale tydperk van bydraes 490 weke of meer is, 100 persent van die bedrag wat namens hom deur sy werkgewer bygedra is;

(e) in die geval van die dood van 'n lid, 100 persent van die bedrag wat namens hom deur sy werkgewer bygedra is.

(8) *Betaling van rente.*—Benewens die terugbetaling van 'n lid se eie bydraes en die betaling van die bystand wat vir hom opgeloo het, is 'n lid op rente geregtig. Die rentekoers moet deur die Administratiewe Komitee vasgestel word, maar dit mag nie minder wees nie as die koers wat deur die Poskantoor-spaarrekenings betaal word: Met dien verstande dat—

(a) geen rente aan 'n lid betaalbaar is nie voordat minstens een volle jaar met ingang van die datum van die eerste bydrae verstryk het;

(b) rente nie vir los tydperke van minder as drie maande betaalbaar is nie;

(c) rente slegs tot die naaste rand betaalbaar is;

(d) lede rente op slegs hul eie bydraes betaal word;

(e) lede se rekenings gekrediteer moet word met die rente wat aan hulle toeval en dat die rente aan hulle betaal moet word tesame met die terugbetaling van bydraes en enige ander bystand wat verskuldig is.

(9) *Bykomende bystand.*—(a) Die Raad kan van tyd tot tyd die bystand hierin vermeld, vermeerder deur 'n bonus te verklaar op grond van die verbetering van die geldelike toestand van die Fonds as gevolg van—

(i) die oploop van rente;

(ii) bydraers wat die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgewer se bydraes in aanmerking kom;

Met dien verstande dat so 'n bonus slegs bepaal kan word nadat 'n openbare rekenmeester 'n ondersoek na die bates en laste van die Fonds gedoen het: Voorts met dien verstande dat so 'n bonus nie hoër mag wees nie as 'n bedrag wat deur dié rekenmeester aanbeveel word. Die lede se rekenings moet met sodanige bonus gekrediteer word en dit is aan so 'n lid betaalbaar terselfdertyd as en benewens die bystand in subklousules (7) en (8) van hierdie klousule voorgeskryf.

(b) Die Raad kan ook geld wat kragtens subklousule (9) (a) (i) en (ii) van hierdie klousule verkry word, gebruik om bystand te verhoog vir bydraes wat die Nywerheid permanent weens swak gesondheid of ongeskiktheid moet verlaat, of om spesiale bystand by die dood van 'n lid te verskaf.

(10) *Bystand mag nie gesedeer of afgestaan word nie.*—Bystand of die reg op bystand mag nie afgestaan of oorgedra of andersins gesedeer, of verpand of verhipotekeer word nie, en geen bydrae deur of namens 'n lid mag in beslag geneem word of onderworpe wees aan enige vorm van uitwinning ingevolge 'n uitspraak of bevel van 'n geregshof nie, en as 'n lid probeer om bystand of reg op bystand af te staan, oor te dra of andersins te sedeer, of te verpand of te verhipotekeer, kan betaling van bystand teruggehou, opgeskort of geheel en al gestaak word as die Administratiewe Komitee so besluit.

Applications for benefits shall be made, in writing, in the form prescribed.

(c) Every member shall be required to nominate a beneficiary to whom, in the event of the death of the member, any benefits due to such member should be paid. In the event of the Fund not being advised of such beneficiary, any benefits due at the time of a member's death shall be paid into the estate of such deceased member. The nomination of a beneficiary shall be made in the form prescribed in the rules of the Fund.

(d) When a member returns to the Industry before payment has been made on an application for withdrawal benefits, the application will automatically lapse and contributions forthwith be resumed.

(7) *Amount of benefits.*—The minimum benefits that shall be paid to a member, or in the case of the death of a member to his beneficiary, shall be the total amount contributed by such member plus—

(a) if the total period of his contributions is 98 weeks or more, but less than 147 weeks, 10 per cent of the amount contributed on his behalf by his employer;

(b) if the total period of his contributions is 147 weeks or more but less than 196 weeks, 20 per cent of the amount contributed on his behalf by his employer;

(c) for each succeeding 49 weeks of contributions an additional 10 per cent of the amount contributed on his behalf by his employer, in respect of a contributor whose total period of contributions is 196 weeks or more, but less than 490 weeks;

(d) where the total period of contributions is 490 weeks or more, 100 per cent of the amount contributed on his behalf by his employer;

(e) in the case of the death of a member, 100 per cent of the amount contributed on his behalf by his employer.

(8) *Payment of interest.*—In addition to the refund of a member's own contributions and the payment of such benefits as may have accrued to him, a member shall be entitled to interest, the rate of which shall be determined by the Administrative Committee but which shall be not less than the rate paid by the Post Office Open Savings Accounts: Provided that—

(a) no interest shall be payable to a member before at least one full year has expired from the date of the first contribution;

(b) interest shall not be payable for any odd period of less than three months;

(c) interest shall be payable on completed rands only;

(d) members shall only be paid interest on their own contributions;

(e) the interest accruing to members shall be credited to the members' accounts and paid to them together with refund of contributions and any other benefits which may be due.

(9) *Additional benefits.*—(a) The Council may, from time to time, increase the benefits stated herein by declaration of a bonus in the light of improvement in the finances of the Fund through—

(i) accrual of interest;

(ii) contributors leaving the industry before qualifying for the full 100 per cent of the employers' contributions:

Provided that any such bonus shall be determined only after an investigation by a public accountant into the assets and liabilities of the Fund: Provided further that such bonus shall not be in excess of any amount recommended by such accountant. Any such bonus shall be credited to the members' account and shall be payable to such member at the same time and in addition to the benefits prescribed in subclauses (7) and (8) of this clause.

(b) The Council may also use moneys arising out of subclause (9) (a) (i) and (ii) of this clause to augment benefits to contributors who are compelled to leave the Industry permanently on account of ill-health or incapacity, or provide for special benefits in the case of the death of a member.

(10) *Benefits not to be ceded or assigned.*—No benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgement or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the Administrative Committee so determine.

(11) *Oordrag van Fonds.*—Ondanks andersluidende bepalings hierin vervat, kan die Nywerheidsraad vir die Breinwyerheid (Transvaal) die Fonds soos gestig, formeel ontbind en alle geld, bates en laste van hierdie Fonds oordra na 'n ander fonds of vereniging wat ingestel is vir wesenlik dieselfde doel as dié waarvoor hierdie Fonds geskep is. As daar só besluit word, moet alle bedrae waarmee lede van die Fonds persoonlik gekrediteer is, oorgedra word na hul krediet in die nuwe fonds of vereniging en die bystand wat op die datum van sodanige oordrag aan lede verskuldig is, mag geensins as gevolg van sodanige oordrag verminder word nie.

(12) *Ontbinding van Fonds.*—(a) As die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms of verlenging daarvan ontbind word, moet bydraes tot die Fonds, ondanks andersluidende bepalings in hierdie Ooreenkoms, ophou vanaf die dag wat volg op die datum van publikasie van die kennisgewing van ontbinding van die Raad in die *Staatskoerant* ingevolge artikel 34 (2) van die Wet, en die Fonds moet geadministreer word deur 'n komitee bestaande uit vier verteenwoordigers van die Transvaal Knitters' Association en vier verteenwoordigers gesamentlik benoem deur die Garment Workers' Union of South Africa en die Knitted Fabric Workers' Union, en hierdie Komitee moet voortgaan om die sake van die Fonds te administreer. As sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee vir sodanige doel na te kom totdat hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk, waarna die Fonds *mutatis mutandis* gelikwedeer moet word asof die werknemers die Nywerheidsverlaet het: Met dien verstande dat die pligte in verband met sodanige likwidasië verrig moet word deur die liggaam of persone wat die Registrateur aanstel.

(b) As hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk, moet die Administratiewe Komitee voortgaan om die Fonds te administreer totdat dit gelikwedeer word of deur die Raad ooreenkomstig subklousule (11) van hierdie klousule na 'n ander fonds oorgedra word: Met dien verstande dat as geen nuwe ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne een jaar na verstryking van hierdie Ooreenkoms aangegaan word of die Fonds nie binne sodanige tydperk oorgedra word soos hierbo vermeld nie, die Fonds deur die Raad gelikwedeer moet word op die wyse in paragraaf (a) van hierdie subklousule en in subklousule (13) uiteengesit.

(13) *Likwidasië.*—As die Fonds ingevolge subklousule (12) van hierdie klousule gelikwedeer en die geld betaal is wat ingevolge daardie subklousule aan lede verskuldig is, moet die geld wat in die Fonds se krediet bly na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word. As die sake van die Raad reeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

(14) *Betaling van bystand.*—(a) Wanneer hy by die Fonds aansluit, moet elke bydraer 'n bevoordeelde aanwys en die Voorsorgfonds van die adres van sodanige bevoordeelde verwittig. Ingeval 'n bydraer later 'n ander bevoordeelde wil aanwys, moet hy genoemde Fonds skriftelik van sodanige verandering van naam en adres verwittig. Elke bydraer moet voorts die naam en adres van afhanklikes en adresveranderings van afhanklikes aan genoemde Fonds verskaf.

(b) Ingeval 'n bydraer versuim om 'n bevoordeelde ingevolge paragraaf (a) hiervan aan te wys, of ingeval die bevoordeelde voor die bydraer te sterwe kom, moet die Administratiewe Komitee die bystand betaal aan sodanige afhanklikes van die bydraer as wat hy mag goedvind.

(c) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van die dood van 'n bydraer in sy diens, en die Sekretaris moet, so gou moontlik nadat hy uit enige bron inligting van die dood van 'n bydraer ontvang het, die afhanklike of bevoordeelde, na gelang van die geval, per brief of omsendbrief in kennis stel van die naam en laaste bekende werkplek van die oorlede bydraer en van die feit dat bystand geëis kan word by 'n adres wat deur die Administratiewe Komitee gespesifiseer word.

(d) Ingeval die Sekretaris nie van die jongste adres van 'n afhanklike of aangewese bevoordeelde in kennis gestel is nie moet die Administratiewe Komitee sodanige stappe doen as wat hy geskik beskou, om sodanige afhanklike of aangewese bevoordeelde op te spoor.

(11) *Transfer of Fund.*—Notwithstanding anything to the contrary herein contained, the Industrial Council for the Knitting Industry (Transvaal) may formally dissolve the Fund as constituted and transfer, to another fund or society duly constituted for substantially the same purposes for which this Fund was created, all funds, assets and liabilities of this Fund. In the event of such decision, all amounts standing to the personal credit of members of the Fund shall be transferred to their credit under the new fund or society and the benefits due to members, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

(12) *Dissolution of Fund.*—(a) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, then, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice of dissolution of the Council in terms of section 34 (2) of the Act and the Fund shall be administered by a committee consisting of four representatives of the Transvaal Knitters' Association and four representatives appointed jointly by the Garment Workers' Union of South Africa and the Knitted Fabric Workers' Union which Committee shall continue to administer the affairs of the Fund. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee for such purpose until expiration of this Agreement by effluxion of time or cessation for any other cause, upon which the Fund shall be liquidated *mutatis mutandis* as though the employees had left the industry: Provided that the duties in connection with such liquidation shall be performed by such other body or persons as the Registrar may appoint.

(b) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Administrative Committee until it be either liquidated or transferred by the Council to another fund in terms of subclause (11) of this clause: Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated by the Council in the manner set forth in paragraph (a) of this subclause and in subclause (13).

(13) *Liquidation.*—Upon liquidation of the Fund in terms of subclause (12) of this clause and payment of money due to members in terms of that subclause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(14) *Payment of benefits.*—(a) Every contributor shall, on joining the Fund, appoint a beneficiary and shall advise the Provident Fund of the address of such beneficiary. In the event of a contributor wishing to change his beneficiary at a later date, he shall advise the said Fund, in writing, of such change of name and address. Every contributor shall further furnish the said Fund with the name and address of dependants and any change of address of dependants.

(b) In the event of a contributor failing to appoint a beneficiary in terms of paragraph (a) hereof, or of the beneficiary predeceasing the contributor, the Administrative Committee shall pay the benefits to such dependants of the contributor as it, in its discretion, may deem fit.

(c) Every employer shall notify the Secretary of the Council of the death of any contributor in his employ and the Secretary shall, as soon as possible, upon receiving information from any source of the death of a contributor, notify the dependant or beneficiary, as the case may be, by letter or circular stating the name and last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Administrative Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant or appointed beneficiary the Administrative Committee shall take such measures as it may deem expedient to trace such dependant or appointed beneficiary.

(e) Ingeval geen eis binne 12 maande na die dood van 'n bydraer deur 'n afhanklike of bevoordeelde ingestel word of die Administratiewe Komitee ingevolge hierdie subklousule geen afhanklike of bevoordeelde kan opspoor nie, moet daar aanvaar word dat daar geen afhanklikes of bevoordeeldes is nie en moet die bystand aan die Fonds terugval ten bate van die oorblywende bydraes en mag geen verdere eis daarna teen die Fonds ten opsigte van dié bydraer ingestel word nie: Met dien verstande dat die Administratiewe Komitee, indien 'n eis binne 'n tydperk van drie jaar na die dood van 'n bydraer ontvang word, daarop geregtig is om, na sy uitsluitlike en volstrekte goedvinde, betalings aan die betrokke afhanklikes of bevoordeeldes te maak uit die geld wat aan die Fonds toegeval het.

Namens die partye op hede die 8ste dag van November 1976 te Johannesburg onderteken.

C. ZWI, Voorsitter van die Raad.

A. SCHEEPERS, Ondervoorsitter van die Raad.

A. MARGOLIS, Sekretaris van die Raad.

(e) If within 12 months after the death of a contributor, no claim is made by a dependant or beneficiary or the Administrative Committee has, in terms of this subclause, been unable to trace any dependants or beneficiaries, it shall be assumed that there are no dependants or beneficiaries and the benefits shall revert to the Fund for the benefit of the remaining contributors and there shall thereafter be no further claim against the Fund in respect of that contributor: Provided that the Administrative Committee shall, in the event of a claim being received within a period of three years after the death of a contributor, be entitled, in its entire and absolute discretion, to make payments to the dependants or beneficiaries concerned out of the moneys which have reverted to the Fund.

Signed at Johannesburg on behalf of the parties this 8th day of November 1976.

C. ZWI, Chairman of the Council.

A. SCHEEPERS, Vice-Chairman of the Council.

A. MARGOLIS, Secretary of the Council.

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE BREINYWERHEID (TRANSVAAL.)

BYDRAES

[Vorm wat ooreenkomstig klousules 12, 20 (2), 21 (2), 22 (2), en 23 (5) van die Hoofdooreenkoms ingevul moet word.]

[illegible]

Totaal van lede se bydraes R

Totaal van werkgewers se bydraes..... R.....

Totaal op hierdie bladsy

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE KNITTING INDUSTRY (TRANSVAAL)

CONTRIBUTION LIST

[Form to be completed in terms of clauses 12, 20 (2), 21 (2), 22 (2) and 23 (5) of the Main Agreement.]

[illegible]

Total members' contributions..... R.....

Total employers' contributions..... R.....

Total on this page.....

AANHANGSEL B

MEDIËSE BYSTANDVERENIGING VIR DIE BREINYWERHEID (TRANSVAAL)

POSBUS 4866, JOHANNESBURG, 2000

[Vorm wat ingevul moet word ooreenkomstig klousule 20 (7) (f) van die Hoof-ooreenkoms.]

1. AS U HIERDIE KAART VERLOOR, bring 'n nota van die fabriek en 'n kopie sal aan u uitgereik word.
2. WANNEER U DIE FABRIEK VERLAAT, moet u hierdie kaart aan die werkgever gee.
3. AS U WERKLOOS IS EN AS WERKSOEKER GEREGISTREER IS, moet u na die M.B.V.-kantoor kom met 'n brief wat toon dat u vir drie maande van werkloosheid op mediese bystand geregtig is.
4. SODRA U WEER IN DIENS GENEEM WORD, moet u na die M.B.V.-kantoor kom met 'n sertifikaat van die fabriek en 'n nuwe dokterskaart sal dan uitgereik word.
5. WANNEER U DIE DOKTER SKAKEL, verstrek u naam, adres, kaartnommer en fabriek se naam en PROBEER asseblief om VOOR 09h00 te skakel.
6. As u nie in 'n noodgeval met u M.B.V.-dokter in verbinding kan tree nie en u roep 'n privaatdokter uit, kan u by die M.B.V. om betaling vir slegs een besoek aansoek doen.

TOON HIERDIE KAART EN U PERSOONSKAART OF BEWYSBOEK WANNEER U DIE DOKTER RAADPLEEG OF NA DIE VERENIGING SE KANTOOR KOM.

Dienskaart No.....	Jare in M.B.V.....
Persoonskaart of Bewysboek No.....	Tydperk uit die Nywerheid.....
Volle name.....	Van..... tot.....
Adres.....	Dr.....
Hierdie kaart is slegs geldig terwyl in diens van: Fabriek.....	Telefoon.....
Die M.B.V. MOET van alle adresveranderings in kennis gestel word.	Uitgereik deur.....
Handtekening.....	Datum.....

ANNEXURE B

TRANSVAAL KNITTING INDUSTRY MEDICAL BENEFIT SOCIETY,

P.O. BOX 4866, JOHANNESBURG, 2000

[Form to be completed in terms of clause 20 (7) (b) of the Main Agreement.]

1. IF YOU LOSE THIS CARD, bring a note from the factory and a duplicate card will be issued.
2. WHENEVER YOU LEAVE A FACTORY, you must hand this card to the employer.
3. IF YOU ARE UNEMPLOYED AND REGISTERED AS A WORKSEEKER, come to the M.B.S. office for a letter showing you are entitled to medical benefit for three months of unemployment.
4. AS SOON AS YOU ARE RE-EMPLOYED you must come to the M.B.S. office with a certificate from the factory and a new doctor's card will be issued.
5. WHEN TELEPHONING FOR THE DOCTOR, give your name, address, card number and factory and please TRY to phone BEFORE 09h00.
6. If you cannot contact your M.B.S. doctor in an emergency and call in a private doctor, you may apply to the M.B.S. for payment of one visit only.

SHOW THIS CARD AND YOUR IDENTITY CARD OR REFERENCE BOOK WHEN YOU CONSULT THE DOCTOR OR COME TO THE SOCIETY'S OFFICES.

Service Card No.....	Years in M.B.S.....
Identity Card or Ref. Book No.....	Period out of Industry.....
Full names.....	From..... to.....
Address.....	Dr.....
This card is only valid whilst employed at: Factory.....	Telephone.....
	Issued by.....
The M.B.S. MUST be notified of all changes of address.	Date.....
Signature.....	

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE BREINYWERHEID (TRANSVAAL)

Sesde Verdieping, Vogasgebou, Pritchardstraat 123, Tel. 22-0052, 22-0418, Posbus 4866, Johannesburg, 2000.

WERKNEMER SE DIENSKAART

[Vorm wat ingevul moet word ooreenkomstig klousule 10 (1) van die Hoof-ooreenkoms.]

Familienaam	Voornaam	Reg. No.
Adres	Nuwe adres	

DIENSVERSLAG

Soos op 19 : jare maande by die volgende fabriek:

Minimum loon Beroep

Naam van fabriek	Beroep	Datum van indiensneming	Voorgeskrewe loon	N.R.B.N.-kontrole	Datum van diensbeëindiging	Voorgeskrewe loon	Inklok No.

Hierdie kaart moet by indiensneming oorhandig word aan die werkgewer, wat die eerste vier kolomme moet invul en dit tesame met die Indiensnemingsverslagvorm aan die Raad moet stuur. Die Raad sal die loon nagaan en die kaart aan die werkgewer terugstuur. By diensbeëindiging moet die werkgewer die laaste drie kolomme invul en die kaart aan die werknemer teruggee in ruil vir die werknemer se Dokterskaart.

Voorgeskrewe loon beteken die loon wat ingevolge klousule 4 van die Ooreenkoms voorgeskryf word.

Handtekening van werknemer

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE KNITTING INDUSTRY (TRANSVAAL)

Sixth Floor, Vogas House, 123 Pritchard Street, Phone 22-0052, 22-0418, P.O. Box 4866, Johannesburg, 2000.

EMPLOYEE'S SERVICE CARD

[Form to be completed in terms of clause 10 (1) of the Main Agreement.]

Surname	First name	Reg. No.
Address	New address	

RECORD OF EXPERIENCE

As at 19 : years months at the following factories:

Minimum wage Occupation

Name of factory	Occupation	Date of engagement	Prescribed wage	I.C.K.I. check	Date of termination	Prescribed wage	Clock No.

On engagement, this card must be handed to the employer, who must fill in the first four columns and forward it to the Council with a Report of Engagement Form. At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last three columns and return the card to the employee, in exchange for the employee's Doctor's Card.

Prescribed wage means the wage due in terms of clause 4 of the Agreement.

Signature of employee

AANHANGSEL E

NYWERHEIDSRAAD VIR DIE BREINYWERHEID (TRANSVAAL)

AANSOEK OM BYDRAES TOT DIE VOORSORGFONDS TE VERHOOG

[Vorm wat ingevul moet word ooreenkomstig klousule 28 (5) (b) van die Hoof-ooreenkoms.]

Ek,, wat 'n werknemer is
 van (naam voluit)
 van R. (amptelike rubberstempel van bedryfsinrigting) en 'n weekloon
 verdien, doen hierby aansoek om my weeklikse bydrae tot die Voorsorgfonds te verhoog van sent tot sent.
 Geteken Datum
 Persoonsnommer

ANNEXURE E

INDUSTRIAL COUNCIL FOR THE KNITTING INDUSTRY (TRANSVAAL)

APPLICATION TO INCREASE CONTRIBUTIONS TO THE PROVIDENT FUND

[Form to be completed in terms of clause 28 (5) (b) of the Main Agreement.]

I, (full name), being an employee
 of (official rubber stamp of establishment), and earning a weekly wage
 of R., hereby make application to increase my weekly contribution to the Provident Fund from cents to cents.
 Signed Date
 I.D. No.

AANHANGSEL F

NYWERHEIDSRAAD VIR DIE BREINYWERHEID (TRANSVAAL)

OORPLASINGSVORM

[Vorm wat ingevul moet word ooreenkomstig klousule 4 (2) (b) van die Hoof-ooreenkoms.]

Hierby word verklaar dat ondergenoemde werknemer na 'n ander beroep oorgeplaas is:

Naam van fabriek
 Datum

Naam van werknemer	Dienskaart-nommer	Inklokkaart-nommer	Voor oorpasing		Na oorpasing		Datum van oorpasing
			Beroep	Loon	Beroep	Loon	

Werkgewer se handtekening

Wanneer 'n werknemer oorgeplaas word, moet die werkgever hierdie vorm invul en binne 14 dae na die datum van oorpasing aan die Raad stuur.

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE KNITTING INDUSTRY (TRANSVAAL)

TRANSFER FORM

[Form to be completed in terms of clause 4 (2) (b) of the Main Agreement.]

This is to report that the following employee has been transferred to another occupation:

Name of factory
 Date

Name of employee	Service Card No.	Clock No.	Before transfer		After transfer		Date of transfer
			Occupation	Wage	Occupation	Wage	

Signed by employer

On transfer, this form must be completed by the employer and forwarded to the Council within 14 days of the date of transfer.

AANHANGSEL D

SLAPTEBESOLDIGINGSFONDS VIR DIE BREINYWERHEID (TRANSVAAL)

Posbus 4866
Telefoon 22-0052/22-0418.

AANSOEKE OM BYSTAND
[Vorm wat ingevul moet word ooreenkomstig klousule 22 (6) van die Hoof-ooreenkoms].

Sesde Verdieping
Vogasgebou
Pritchardstraat 123
Johannesburg
2001

Naam van fabriek..... Adres.....

Die volgende.....werknemers werk korttyd ooreenkomstig klousule 5 van die Ooreenkoms.
(vermeld getal)

Let wel.—Verstrek asb. al die vereiste besonderhede in blokletters aangesien dit die betaling van bystand sal bespoedig en onnodige navrae sal uitskakel.

Datum

Moet deur fabriek ingevul word.

Opmerkings—

Werknemers ontvang bystand vir elke volle vyf dae korttyd.
Hierdie vorm moet ten opsigte van hoogstens vyf dae korttyd ingevul word.
Werknemers met minder as 13 weke ondervinding in die Breinywerheid is nie op bystand geregtig nie.

Handtekening van Fabrieksverteenvoordiger

Slegs vir kantoorgebruik

Vel No.....
Datum ontvang.....
Datum ingevul.....
Getal werknemers.....
Getal dae.....
Bedrag betaal..... R.....c

Slegs vir kantoorgebruik

Inklok- kaartno.	Naam van werknemer		Diens- kaart- no.	Vermeld datum waarop werk- nemer korttyd sal werk					Meld totale huidige weekloon		Aan- vangs- datum	Getal dae slaptebe- soldiging tot op datum betaal	Totale slaptebe- soldiging fonds ver- skuldig		Op- merkings	Netto bedrag uit slaptebe- soldigings- fonds ver- skuldig	Bereken deur	Nagegaan deur	Tjek- no.	Hierby sertifiseer ek dat ek op genoemde dae korttyd gewerk het en dat ek geen siektebesol- diging t.o.v. daardie dae getrek het nie	Datum van betaling	Betaal deur
	Voor- letters	Familienaam		1 ste dag	2de dag	3de dag	4de dag	5de dag	R	c			R	c								
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2																						
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25																						

ANNEXURE D
TRANSVAAL KNITTING INDUSTRY SLACK PAY FUND

APPLICATION FOR BENEFITS

[Form to be completed in terms of clause 22 (6) of the Main Agreement].

P.O. Box 4866
Phones: 22-0052/22-0418.

Sixth Floor
Vogas House
123 Pritchard Street
Johannesburg
2000

Name of factory..... Address.....

The following.....employees have been placed on short-time in terms of clause 5 of the Agreement.
(state number)

Note.—Please give all required details in block capitals as this will expedite the payment of benefits and avoid unnecessary queries.

.....
Date

To be completed by the factory.

.....
Signature of Factory Representative

For office use only

Notes—

Employees receive benefits for every complete five days of short-time.
This form must be completed in respect of not more than five days short-time.
Employees with less than 13 weeks' experience in the Knitting Industry are not entitled to benefits.

Sheet No.
Date received
Date completed
No. of employees
No. of days
Amount paid R.

For office use only

[illegible]

INHOUD

No.		Bladsy No.	Staats- koerant No.
GOEWERMENSKENNISGEWINGS			
Arbeid, Departement van			
<i>Goewermenskennisgewings</i>			
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