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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 2005 14 September 1979

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.—HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging 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, 7 (3) (f), 23, 24 en 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 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 gespesifiseer in klousule 1 (1) (b) 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, 7 (3) (f), 23, 24 en 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 2005 14 September 1979

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, EASTERN PROVINCE.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement, which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (3) (f), 23, 24 and 25, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1982, 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 specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (3) (f), 23, 24 and 25, shall *mutatis mutandis* be binding upon all Blacks

dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID, OOSTELIKE PROVINSIE

HOOFOOREENKOMS

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

Eastern Province Clothing Manufacturers' Association

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

Garment Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Ondanks die bepalings van subklousule (2) hiervan, moet hierdie Ooreenkoms in die Klerasienywerheid nagekom word—

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

(b) in die landdrosdistrikte Port Elizabeth (met inbegrip van daardie gedeelte wat ingevolge Goewermentskennisgewing 1515 van 4 Oktober 1963 na die landdrosdistrik Hankey oorgeplaas is), King Williams's Town, Oos-Londen, Zwelitsha en Mdantsane [uitgesonderd dié gedeelte wat voor 1 Oktober 1971 (Goewermentskennisgewing 1482 van 27 Augustus 1971) in die landdrosdistrik Komga geval het] en in dié gedeelte van die landdrosdistrik Uitenhage wat ooreenkomstig Goewermentskennisgewing 1687 van 5 September 1975 van die landdrosdistrik Port Elizabeth oorgeplaas is;

(c) ondanks paragraaf (a), is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n ontwerper, voorman, voorvrou, fabrieksklerk en toesighouer, wat maandeliks besoldig word teen 'n koers van meer as die weekloon wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word, vermenigvuldig met vier en 'n derde en wies diensvoorwaardes onderstaande bepalings insluit:

(a) Dat sy dienskontrak nie sonder 'n maand kennisgewing beëindig mag word nie;

(b) dat sy maandelikse besoldiging nie verminder mag word nie as gevolg van korttydwerk, openbare vakansiedae sonder besoldiging of tydperke van afwesigheid weens siekte van hoogstens 10 werkdade in 'n bepaalde jaar diens, behoudens die indiening van 'n mediese sertifikaat indien die werkgewer dit vereis.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk wat voor of op 30 Junie 1982 verstryk, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"nasiener in die breiseksie" 'n werknemer in die breiseksie wat kledingstukke nasien gedurende die werksaamhede in verband met die vou en in sakke plaas daarvan en/of onvoltooide kledingstukke of gedeeltes van gebreide kledingstukke nasien met die oog op foute;

"skoonmaker" 'n vroulike werknemer wat in die bedryfsinrigting afstof- of skoonmaakwerk verrig;

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 Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, EASTERN PROVINCE

MAIN AGREEMENT

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

Eastern Province Clothing Manufacturers' Association

(hereinafter called the "employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union

(hereinafter called the "employees" or the "trade union"), of the other part,

being parties to the Industrial Council for the Clothing Industry, Eastern Province.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Subject to the provisions of subclause (2) hereof, the terms of this Agreement shall be observed in the Clothing Industry—

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

(b) in the Magisterial Districts of Port Elizabeth (including that portion which was in terms of Government Notice 1515 of 4 October 1963 transferred to the Magisterial District of Hankey), King William's Town, East London, Zwelitsha and Mdantsane [excluding that portion which, prior to 1 October 1971 (Government Notice 1482 of 27 August 1971), fell within the Magisterial District of Komga] and in that portion of the Magisterial District of Uitenhage which was in terms of Government Notice 1687 of 5 September 1975 transferred from the Magisterial District of Port Elizabeth;

(c) notwithstanding the provisions of paragraph (a), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

(2) The terms of this Agreement shall not apply to a designer, foreman, forewoman, factory clerk and supervisor who is remunerated monthly at a rate in excess of the weekly wage prescribed in this Agreement for such employee multiplied by four and one third and whose conditions of employment include the following provisions:

(a) That his contract of service may not be terminated without a month's notice;

(b) that his monthly remuneration may not be reduced as a result of short-time working, unpaid public holidays, or periods of absence through illness not exceeding 10 working days in any one year of employment and subject to the production of a medical certificate if required by the employer.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of the Industrial Conciliation Act, 1956, and shall remain in force for a period expiring not later than 30 June 1982 or such period as may be determined by him.

3. DEFINITIONS

(1) Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in that Act; any reference to an act shall include any amendments of such act and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"checker in the knitting section" means an employee in the knitting section engaged on checking garments during folding and bagging operations and/or checking unfinished garments or parts of knitted garments for faults;

"cleaner" means a female employee engaged in dusting or sweeping inside the establishment;

"skoonmaak" die verwydering van vlekke, merke of vreemde voorwerpe van materiaal of kledingstukke en/of verwydering van garingdrade;

"perssnyer" 'n werknemer wat kledingstukke of gedeeltes van kledingstukke uit leer sny;

"Klerasienywerheid" of "Nywerheid" sonder om die gewone betekenis van die woord enigerwyse te beperk, kleremakery, die vervaardiging van alle soorte bo- en onderklere, met inbegrip van slaapkler, en alle soorte hoede, pette en dasse van tweed en linne, en die vervaardiging van alle soorte kledingstukke soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawens-administrasie of plaaslike besture, uitgesonderd kleremakery-op-maat;

"Raad" die Nywerheidsraad vir die Klerasienywerheid, Oostelike Provinsie, wat ingevolge die Nywerheid-versoeningswet, 1937, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"snyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit 'n laag of lae materiaal uitsny deur middel van 'n elektriese, hand- of bandmes of 'n skêr;

"ontwerper" 'n werknemer wat ontwerpe en/of patrone maak;

"versender" 'n werknemer wat onder algemene toesig bestellings opmaak;

"versender, ongekwalifiseer," 'n versender met minder as een jaar ondervinding;

"bedryfsinrigting" 'n plek waarin 'n werksaamheid in verband met die Klerasienywerheid verrig word;

"ondersoeker" 'n werknemer, uitgesonderd 'n nasiener in die breiseksie wat vir gehaltevereistdoeleindes afgewerkte kledingstukke finaal ondersoek;

"ondervinding" die totale duur van alle tydperke wat 'n werknemer ten opsigte van wie lone in hierdie Ooreenkoms voorgeskryf word, in die Nywerheid werksaam was, en sodanige tydperke word geag aanenlopend te wees vanaf die tyd waarop die werknemer by sy werkgever in diens getree het tot die tyd waarop sodanige diens beëindig word: Met dien verstande dat 'n werknemer wie se diens aan die einde van sy werkjaar beëindig word en wat binne 14 dae na die heropening van die werkgever se fabriek weer by sy vorige werkgever diens aanvaar, geag moet word vir 'n aanenlopende tydperk te gewerk het;

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

- (1) Bestellings volgens bestelvorms of fakture bymeekaarmaak, maar nie ook die opmaak van bestellings vir versending nie;
- (2) etikette of pakmateriaal uitreik en aantekeninge daarvan hou;
- (3) passe, dienssertifikate of tydkaarte uitreik;
- (4) vragbriewe of afleweringsbriewe uitskryf of liasseer;
- (5) aantekening hou van uitgaande of inkomende voorrade en die toewysing van grondstowwe;
- (6) aantekening hou van produksiestatistiek;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers, met inbegrip van toesighouers, in 'n fabriek, wat beheer uitoefen oor sodanige werknemers en aan wie die verantwoordelikheid opgedra is om sodanige werknemers in diens te neem of uit hul diens te ontslaan, en wat daarvoor verantwoordelik is dat hulle hul pligte op bevoegde wyse nakom;

"passer en/of afwerker" 'n werknemer wat 'n gedeelte of gedeeltes van kledingstukke pasmaak en/of afwerk nadat dit deur die merker afgemerk is volgens die patroon wat die werkgever verskaf het en deur die snyer volgens fatsoen gesny is;

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

- (1) Kleefstof aan nate, kante en ander gedeeltes van klerasie aanbring en 'n roller daarvoor rol (slegs vroulike werknemers);
- (2) versiersels of hegstukke met die hand of 'n pers aanbring;
- (3) voorskote sny;
- (4) permanente omslae vasstik;
- (5) knip in band van broeke aanheg en verskillende stukkies en brokkies met die hand vasnaai;
- (6) randverstywers aanheg;
- (7) belegsels wat reeds binne op hul plek vasgeryg is, met die hand aanheg;
- (8) artikels in outomatiese rol- of vormperse voer of daaruit verwyder;
- (9) omboorsels platstik;
- (10) mikvoerings in broeke platstik;
- (11) onderkante met die hand omsom;

"cleaning" means the removal of spots, marks or foreign matter from materials or garments and/or the removal of threads;

"clicker" means an employee engaged in cutting out garments or parts of garments from leather;

"Clothing Industry" or "Industry", without in any way limiting the ordinary meaning of the expression, means dress-making, the making of all classes of outer and undergarments, including nightwear, and all classes of tweed and linen hats, caps and ties, and the making of all classes of garments to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring;

"Council" means the Industrial Council for the Clothing Industry, Eastern Province, registered in terms of the Industrial Conciliation Act, 1937, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

"cutter-out" means an employee engaged in cutting out garments or parts of garments from a "lay" or "layers" of material by electric, hand or band-knife or by shears;

"designer" means an employee engaged in designing and/or making patterns;

"despatcher" means an employee who under general supervision is engaged in the making up of orders;

"despatcher, unqualified," means a despatcher who has had less than one year's experience;

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

"examiner" means an employee, other than a checker in the knitting section, who is engaged in the final examination for quality requirements of finished garments;

"experience" means the total length of all periods of employment in the Industry of an employee in respect of whom wages are prescribed in this Agreement, and shall be deemed to be continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that an employee whose services are terminated at the end of his employer's working year and who resumes work with his former employer within 14 days of the re-opening of the employer's factory shall be deemed to have worked continuously;

"factory clerk" means an employee who under general supervision is engaged in one or more of the following operations:

- (1) Assembling orders according to order forms or invoices, but excluding the making up of orders for despatch;
- (2) issuing labels or packing materials and keeping records thereof;
- (3) issuing passes, certificates of service or time cards;
- (4) making out or filing consignment or delivery notes;
- (5) recording outgoing or incoming stocks and the allocation of raw materials;
- (6) recording of production statistics;

"foreman" means an employee who is in charge of the employees, including supervisors, in a factory and who exercises control over such employees and who is charged with the responsibility for engaging or terminating the employment of such employees, and who is responsible for the efficient performance by them of their duties;

"fitter and/or trimmer" means an employee engaged on fitting and/or trimming a part or parts of garments after they have been marked in by the marker-in, according to the pattern provided by the employer, and cut to shape by the cutter-out;

"general worker" means an employee engaged on one or more of the following operations:

- (1) Applying adhesive solutions on seams, edges and other parts of clothing and rolling them over with a roller (female employee only);
- (2) attaching of ornamental trimmings or fasteners by hand or press;
- (3) cutting of aprons;
- (4) fastening permanent turn-ups;
- (5) fastening catch in top of trousers and various odds and ends of sewing by hand;
- (6) fastening edge-stays;
- (7) fastening by hand facings inside already based into position;
- (8) feeding into and taking out of automatic roller or form presses;
- (9) felling bindings;
- (10) felling crutch linings in trousers;
- (11) hemming bottoms by hand;

- (12) kledingstukke opvou en/of opgevoude kledingstukke in houters plaas;
- (13) nate in die produksieproses oopstryk en los boordjies stryk;
- (14) hanglissies met die hand maak en vasnaai;
- (15) oorgetrekte knope en/of gespes maak;
- (16) die plekke vir sakke, knope, lissies, hegstukke, pylinate, omslae, knoopsgate, some en dies meer merk ten voorbereiding vir verdere werksaamhede;
- (17) die halse van hemde en onderklere volgens fatsoen afmerk en/of afwerk;
- (18) versiering (uitgesonderd stukgoedere) afmerk en/of met die hand sny volgens 'n bepaalde lengte of fatsoen;
- (19) materiaal wat voorheen uitgesny is, met 'n patroon, merk en volgens fatsoen sny;
- (20) garingdrade met 'n masjien of met die hand afknip;
- (21) voltooiide kledingstukke vasspeld;
- (22) houbande met die hand vasnaai;
- (23) rygdrade uittrek;
- (24) knope met die hand aanwerk;
- (25) met seep afmerk;
- (26) kledingstukke of gedeeltes van kledingstukke sorteer volgens die vereistes van die verskillende werksaamhede;
- (27) groottes, identiteits- of merknommers of ander besonderhede op kledingstukke of gedeeltes van kledingstukke en/of etikette stempel;
- (28) rygwerk verrig;
- (29) viekke, merke of vreemde stof van materiaal of kledingstukke verwyder en/of garingdrade verwyder;
- (30) voltooiide kledingstukke met 'n handstrykyster oorstryk nadat dit deur die parser in die kleinkinder- en kinderseksie gepars is;
- (31) kappierande omkeer en pars;
- (32) die rande van kraagbelegsels, gordels, mansjette, klappe, sakke en/of flappe met die hand of 'n masjien omdop of omkeer en kledingstukke of gedeeltes daarvan omdop;
- (33) moue of broeke omkeer;
- (34) onderperser;
- (35) plastiekklerasie aanmeakaarsmelt;
- (36) klaargemaakte kledingstukke wat in houters mag wees of gedeeltes van onvoltooiide kledingstukke, met 'n totale massa van hoogstens 9 kg, dra of opstapel;
- (37) goedere vir versending of aflewering verpak, uitgesonderd die opmaak van bestellings (slegs vroulike werknemers);
- (38) boodskappe in die bedryfsinrigting oordra;

"gradeerder" 'n werknemer wat patrone van enige materiaal van 'n hoofpatroon af en volgens die vereistes of opdragte aan hom gegee volgens verskillende groottes gradeer;

"breiseksie" daardie seksie van die Klerasienuwerheid waarin werkgewers en werknemers merkwark en/of snywerk en/of alle daaropvolgende prosesse of werksaamhede onderneem wat verrig word in verband met die vervaardiging van alle klasse gebreide kledingstukke, uitgesonderd ten volle gefatsoeneerde kledingstukke en kouse. Vir die doel van hierdie omskrywing beteken "ten volle gefatsoeneerde kledingstukke" dié kledingstukke en/of samestellende dele daarvan wat ten volle gefatsoeneer word op 'n breimasjien, en sodanige kledingstukke en/of samestellende dele daarvan word geag geen merk- of snywerk of enige van die daaropvolgende prosesse of werksaamhede te vereis nie;

"uurloon" die totale weekloon gedeel deur 42;

"laagmaker" 'n werknemer wat materiaal in lae rangskik voordat dit gesny en/of met poeier bestuif word deur middel van geperforeerde patrone, en/of gedeeltes van kledingstukke opmekeer pak, en/of buitelyne spreid op patrone wat vooraf uitgelê is, en/of deurslagpapier op 'n laag plaas, en/of patrone natrek, en/of deurslae of masjiengedupliseerde kopieë van vooraf gemerkte lae maak;

"leerling", in die geval van 'n werknemer bedoel in klousule 4 (1) (b), (c), (e) en (j), 'n werknemer met minder as vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (d), (f), (g), (h), (m) en (s), 'n werknemer met minder as drie jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (i) en (r), 'n werknemer met minder as twee en 'n half jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (p) en (q), 'n werknemer met minder as twee jaar ondervinding en in die geval van 'n werknemer bedoel in klousule 4 (1) (k), (l), (n) en (o), 'n werknemer met minder as een jaar ondervinding;

"masjiendiensman" 'n werknemer wat masjiene en ketels in 'n werkende toestand hou en verstel;

"masjienwerker" 'n werknemer wat 'n werksaamheid deur middel van 'n naaimasjien en/of kettelmasjien en/of komaatmasjien verrig, en ook 'n kleremaker;

(12) folding of garments and/or inserting folded garments into containers;

(13) ironing open seams during the course of production and ironing loose collars;

(14) making and sewing on hangers by hand;

(15) making covered buttons and/or buckles;

(16) marking of the positions for pockets, buttons, loops, fasteners, darts, turn-ups, buttonholes, hems and the like, preparatory to further operations;

(17) marking and/or trimming of the shapes of the necks of shirts and underwear;

(18) marking off and/or cutting by hand of any trimming (not being piecegoods) to a given length or shape;

(19) marking by template and cutting to shape of materials previously cut out;

(20) nipping by machine or hand;

(21) pinning of finished garments;

(22) putting on bridles by hand;

(23) pulling out bastings;

(24) sewing buttons by hand;

(25) soaping;

(26) sorting out of garments or parts of garments as required for various operations;

(27) stamping of sizes, identity or mark numbers or other details on garments or parts of garments and/or labels;

(28) tacking;

(29) the removal of spots, marks or foreign matter from materials or garments and/or the removal of threads;

(30) touching up of completed garments with a hand iron after they have been pressed by a presser in the infants' and children's section;

(31) turning bonnet brims and pressing same;

(32) turning out or over of the edges of collar facings, belts, cuffs, tabs, pockets and/or flaps by hand or machine, and the turning of garments or parts thereof inside out;

(33) turning sleeves or trousers inside out;

(34) underpresser;

(35) welding plastic clothing;

(36) carrying or stacking completed garments which may be in containers or parts of uncompleted garments, the total mass of which shall not be more than 9 kg;

(37) packing goods for despatch or delivery, excluding the making up of orders (female employees only);

(38) delivering of messages within the establishment;

"grader" means an employee who grades patterns from any material to various sizes from a master pattern and according to requirements or directions given to him;

"knitting section" means that section of the Clothing Industry in which employers and employees are engaged in the marking-in and/or cutting and/or all succeeding processes or operations performed in connection with the manufacture of all classes of knitted garments excluding fully fashioned garments and hosiery. For the purpose of this definition "fully fashioned garments" shall mean garments and/or components thereof which are fully shaped on a knitting machine, and such garments and/or components thereof shall be deemed not to require marking-in or cutting or any succeeding process or operation;

"hourly wage" means the total weekly wage divided by 42;

"layer-up" means an employee engaged in laying material preparatory to cutting, and/or dusting with powder through perforated patterns, and/or bundling parts of garments, and/or spraying of outlines on prelaid patterns, and/or the placing of carbon sheets on a lay, and/or tracing patterns, and/or making carbon copies or machine duplicated copies of pre-marked lays;

"learner" means, in the case of an employee referred to in clause 4 (1) (b), (c), (e) and (j), an employee who has had less than five years' experience; in the case of an employee referred to in clause 4 (1) (d), (f), (g), (h), (m) and (s), an employee who has had less than three years' experience; in the case of an employee referred to in clause 4 (1) (i) and (r), an employee who has had less than two and a half years' experience; in the case of an employee referred to in clause 4 (1) (p) and (q), an employee who has had less than two years' experience and in the case of an employee referred to in clause 4 (1) (k), (l), (n) and (o), an employee who has had less than one year's experience;

"machine serviceman" means an employee engaged in adjusting and/or maintaining machines and boilers in good repair;

"machinist" means an employee who performs any operation by sewing and/or linking and/or cup seaming machines and includes a tailor;

"manlike arbeider" 'n manlike werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende beroepe beoefen:

- (1) Persele, voertuig of masjiene skoonmaak;
- (2) goedere op- of aflaai;
- (3) goedere dra of opstapel;
- (4) goedere vir versending of aflewering verpak, pakkiste toespyker of bale toewerk;
- (5) briewe, boodskappe of goedere te voet of met 'n voet- of handaangedrewe voertuig aflewer;
- (6) vure maak en in stand hou of afval of as verwyder;
- (7) rubberoplossings meng vir kledingstukke met rubber-afwerking;
- (8) masjiendryfbande herstel;
- (9) masjiene smeer;
- (10) tee of dergelike drank maak;

"merk" die plekke vir sakke, knope, knoopsgate, lissies, hegstukke, pylate, some, omslae en dies meer merk ter voorbereiding vir verdere werksaamhede;

"merker" 'n werknemer wat dié buitelyne van kledingstukke of lae kledingstukke afmerk of met krydstrepe merk vanaf patrone wat deur die werkgewer verskaf word en wat ook kledingstukke of lae kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr mag uitsny;

"motorvoertuigdrywer" of "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing beteken "'n motorvoertuig dryf" ook alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

"okkupeerder" die persoon wat belas is met die algemene bestuur van en beheer oor die werkwinkel, en as daar twee of meer sodanige persone is, word al sodanige persone bedoel;

"deeltydse drywer van 'n motorvoertuig" 'n werknemer wat gewoonlik ander werksaamhede verrig as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week wel 'n motorvoertuig dryf vir altesaam hoogstens drie uur op sodanige dag, en vir die toepassing van hierdie omskrywing beteken "'n motorvoertuig dryf" ook alle tydperke waarin daar gedryf word en alle tyd deur die drywer bestee terwyl hy vir die voertuig verantwoordelik is of bestee aan werk in verband met die voertuig of die vrag;

"stukwerk" 'n stelsel waarvolgens die besoldiging bereken word volgens die hoeveelheid of omvang van die werk wat verrig is;

"gewone naaldwerker" 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig:

- (1) Voerings of nate wat reeds op hul plek vasgeryg is, platstuk;
- (2) krae, skouers of armgate platstik;
- (3) lyfbandvoerings of gedeeltes daarvan platstik;

"premies", sonder om die gewone betekenis van die woord enigerwyse te beperk, enige teenprestatie, van watter aard ook al, wat vir die opleiding van 'n werknemer gelewer word;

"parser" 'n werknemer wat voltooide kledingstukke met die hand of 'n masjiën pars;

"vorderingsondersoeker" 'n werknemer, uitgesonderd 'n nasiener in die breiseksie, wat vir gehaltevereistedoelendes gedeeltes van of komponente van of onvoltooide kledingstukke ondersoek;

"gekwalifiseer", in die geval van 'n werknemer bedoel in klousule 4 (1) (b), (c), (e) en (j), 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (d), (f), (g), (h), (m) en (s), 'n werknemer met minstens drie jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (i) en (r), 'n werknemer met minstens twee en 'n half jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (p) en (q), 'n werknemer met minstens twee jaar ondervinding, en in die geval van 'n werknemer bedoel in klousule 4 (1) (k), (l), (n) en (o), 'n werknemer met minstens een jaar ondervinding;

"korttyd" 'n tydelike vermindering van die getal gewone werke vanweë 'n slapie in die bedryf, 'n tekort aan voorrade of 'n onklaarraking van die installasies of masjinerie of 'n dreigende instorting van geboue;

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

- (1) Materiaal tussen twee papierweefgetoue (vormers) plaas en vir die stoomkas voorberei in die plooiproses met die hand of weefgetou;
- (2) bereide vormers in stoomkas plaas en hulle weer uithaal in die plooiproses met die hand of weefgetou;
- (3) materiaal van die weefgetoue af verwyder in die plooi-proses met die hand of weefgetou;

"male labourer" means a male employee engaged wholly or mainly in one or more of the following occupations:

- (1) Cleaning premises, vehicles or machines;
- (2) loading or unloading goods;
- (3) carrying goods or stacking;
- (4) packing goods for despatch or delivery, nailing up packing cases or sewing up bales;
- (5) delivering letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (6) making or maintaining fires or removing refuse or ashes;
- (7) mixing rubber solutions for rubberised garments;
- (8) fixing machine belts;
- (9) lubricating machines;
- (10) making tea or similar beverages;

"marking" means the marking of the position of the pockets, buttons, button-holes, loops, fasteners, darts, hems, turn-ups and the like preparatory to further operations;

"marker-in" means an employee engaged in marking in or chalking around outlines of garments or lays of garments from patterns provided by the employer and who may cut out garments or lay-ups of garments by electric, hand or band-knife or by shears;

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

"occupier" means the person having the general management and control of the workshop, and if there are two or more such persons, includes all such persons;

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

"piece-work" means any system by which remuneration is calculated by quantity or output of work done;

"plainsewer" means an employee engaged on performing one or more of the following operations by hand:

- (1) Felling linings or seams already basted into position;
- (2) felling necks, shoulders or arm-holes;
- (3) felling waistband linings or parts thereof;

"premiums" means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return of the training of an employee;

"presser" means an employee engaged in pressing completed garments by hand or machine;

"progress examiner" means an employee, other than a checker in the knitting section, engaged in examination for quality requirements of parts of or components of or uncompleted garments;

"qualified" means, in the case of an employee referred to in clause 4 (1) (b), (c), (e) and (j), an employee who has had not less than five years' experience; in the case of an employee referred to in clause 4 (1) (d), (f), (g), (h), (m) and (s), an employee who has had not less than three years' experience; in the case of an employee referred to in clause 4 (1) (i) and (r), an employee who has had not less than two and a half years' experience; in the case of an employee referred to in clause 4 (1) (p) and (q), an employee who has had not less than two years' experience and in the case of an employee referred to in clause 4 (1) (k), (l), (n) and (o), an employee who has had not less than one year's experience;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, or a breakdown of plant or machinery or breakdown or threatened breakdown of buildings;

"steam box pleater" means an employee engaged on one or more of the following duties:

- (1) Putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;
- (2) putting prepared formers in steambox and taking them out again in hand or loom pleating process;
- (3) taking material out of looms in hand or loom pleating process;

(4) materiaal met papier deur die outomatiese plooiemasjien lei;

"toesighouer" 'n werknemer wat onder algemene toesig daarvoor verantwoordelik is dat die pligte van die werknemers of 'n seksie van die werknemers in 'n fabriek op bevredigende wyse uitgevoer word;

"kleremaker" 'n werknemer wat alle hand- of masjienwerk verrig in verband met die vervaardiging van boklere vir mans, uitgesonderd die werksaamhede genoem in die omskrywing van "gewone naaldwerker";

"teemaker" 'n vroulike werknemer wat tee of dergelike drank berei en wat koppies, pierings en kombuisgerei mag was en wat verantwoordelik mag wees vir die skoonmaak van die kombuis en/of ruskamers;

"voorparser" 'n werknemer, uitgesonderd 'n parser, wat parswerk gedurende 'n vervaardigingsproses verrig;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegeven in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens daartoe gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of fiets met 'n hulpmotor met 'n enjinkapasiteit van meer as 50 cm³, die onbelaste massa geag word hoogstens 453 kg te wees;

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

(i) indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 5 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak; "werkwinkel" 'n perseel waarin een of meer werknemers werksaamhede in die Nywerheid verrig.

(2) Vir die toepassing van hierdie Ooreenkoms, word 'n werknemer geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE

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

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31 Mei 1980	Gedurende die tydperk 1 Junie 1980 tot 30 Junie 1981	Daarna
	Loon per week	Loon per week	Loon per week
	R	R	R
(a) Voorman.....	73,29	80,22	85,26
(b) Ontwerper: Gekwalifiseer....	103,32	112,98	120,12
Leerlinge—			
eerste 26 weke..	15,12	16,59	17,64
tweede 26 weke..	23,10	25,20	26,67
derde 26 weke..	30,66	33,60	35,49
vierde 26 weke..	38,22	41,79	44,31
vyfde 26 weke...	46,20	50,40	53,34
sesde 26 weke..	53,55	58,38	61,95
sewende 26 weke	61,11	66,78	70,77
agste 26 weke..	69,09	75,39	79,80
negende 26 weke	76,65	82,38	88,62
tiende 26 weke..	84,21	91,98	97,44

(4) guiding material with paper through automatic pleating machine;

"supervisor" means an employee who under general supervision is responsible for the efficient performance of the duties of the employees or a section of the employees in a factory;

"tailor" means an employee engaged in all hand or machine operations relating to the production of men's outerwear, excluding the operations referred to in the definition of "plain sewer";

"tea maker" means a female employee engaged in making tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or rest rooms;

"underpresser" means an employee, other than a presser, engaged in pressing processes during the course of manufacture;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, with an engine capacity exceeding 50 cm³, the unladen mass shall be deemed not to exceed 453 kg;

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

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

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 5 receives over and above the amount which he would have received if he had not been employed on such a basis;

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

"workshop" means any premises in which one or more employees are engaged in operations in the Industry.

(2) For the purposes of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES

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

	From the date on which this Agreement comes into effect until 31 May 1980	During the period 1 June 1980 to 30 June 1981	Thereafter
	Wage per week	Wage per week	Wage per week
	R	R	R
(a) Foreman.....	73,29	80,22	85,26
(b) Designer: Qualified.....	103,32	112,98	120,12
Learners—			
first 26 weeks...	15,12	16,59	17,64
second 26 weeks	23,10	25,20	26,67
third 26 weeks..	30,66	33,60	35,49
fourth 26 weeks.	38,22	41,79	44,31
fifth 26 weeks...	46,20	50,40	53,34
sixth 26 weeks..	53,55	58,38	61,95
seventh 26 weeks	61,11	66,78	70,77
eighth 26 weeks..	69,09	75,39	79,80
ninth 26 weeks..	76,65	82,38	88,62
tenth 26 weeks..	84,21	91,98	97,44

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31 Mei 1980	Gedurende die tydperk 1 Junie 1980 tot 30 Junie 1981	Daarna		From the date on which this Agreement comes into effect until 31 May 1980	During the period 1 June 1980 to 30 June 1981	Thereafter
	Loon per week	Loon per week	Loon per week		Wage per week	Wage per week	Wage per week
	R	R	R		R	R	R
(c) Gradeerder, man: Gekwalifiseer....	64,47	70,35	74,55	(c) Grader, male: Qualified.....	64,47	70,35	74,55
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	19,32	21,21	22,47	second 26 weeks	19,32	21,21	22,47
derde 26 weke..	23,52	25,62	27,30	third 26 weeks..	23,52	25,62	27,30
vierde 26 weke..	27,14	30,24	32,13	fourth 26 weeks.	27,14	30,24	32,13
vyfde 26 weke..	31,71	34,86	36,96	fifth 26 weeks...	31,71	34,86	36,96
sesde 26 weke..	36,33	39,90	42,21	sixth 26 weeks...	36,33	39,90	42,21
sewende 26 weke	40,53	44,31	47,04	seventh 26 weeks	40,53	44,31	47,04
agste 26 weke..	44,73	48,93	51,87	eighth 26 weeks.	44,73	48,93	51,87
negende 26 weke	49,35	53,97	57,12	ninth 26 weeks..	49,35	53,97	57,12
tiende 26 weke..	53,34	58,17	61,74	tenth 26 weeks..	53,34	58,17	61,74
(d) Gradeerder, vrou: Gekwalifiseer....	42,63	46,62	49,35	(d) Grader, female: Qualified.....	42,63	46,62	49,35
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	18,69	20,37	21,63	second 26 weeks	18,69	20,37	21,63
derde 26 weke..	22,47	24,78	26,25	third 26 weeks..	22,47	24,78	26,25
vierde 26 weke..	26,04	28,56	30,24	fourth 26 weeks.	26,04	28,56	30,24
vyfde 26 weke..	30,24	32,97	35,07	fifth 26 weeks...	30,24	32,97	35,07
sesde 26 weke..	33,60	36,75	39,06	sixth 26 weeks..	33,60	36,75	39,06
(e) Merker, man: Gekwalifiseer....	62,58	68,27	72,66	(e) Marker-in, male: Qualified.....	62,58	68,27	72,66
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	18,90	20,58	22,05	second 26 weeks	18,90	20,58	22,05
derde 26 weke..	23,10	25,20	26,67	third 26 weeks..	23,10	25,20	26,67
vierde 26 weke..	26,88	29,40	31,29	fourth 26 weeks.	26,88	29,40	31,29
vyfde 26 weke..	31,08	34,02	36,12	fifth 26 weeks...	31,08	34,02	36,12
sesde 26 weke..	35,07	38,22	40,53	sixth 26 weeks..	35,07	38,22	40,53
sewende 26 weke	39,27	42,84	45,36	seventh 26 weeks	39,27	42,84	45,36
agste 26 weke..	43,26	47,46	50,19	eighth 26 weeks.	43,26	47,46	50,19
negende 26 weke	47,25	51,66	54,81	ninth 26 weeks..	47,25	51,66	54,81
tiende 26 weke..	50,82	55,65	59,01	tenth 26 weeks..	50,82	55,65	59,01
(f) Merker, vrou: Gekwalifiseer....	40,53	44,31	47,25	(f) Marker-in, female: Qualified.....	40,53	44,31	47,25
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	18,06	19,95	21,21	second 26 weeks	18,06	19,95	21,21
derde 26 weke..	21,63	23,73	25,20	third 26 weeks..	21,63	23,73	25,20
vierde 26 weke..	25,20	27,51	29,19	fourth 26 weeks.	25,20	27,51	29,19
vyfde 26 weke..	28,56	31,29	33,18	fifth 26 weeks...	28,56	31,29	33,18
sesde 26 weke..	31,50	34,44	36,54	sixth 26 weeks..	31,50	34,44	36,54
(g) Snyer, man: Gekwalifiseer...	40,53	44,31	47,04	(g) Cutter-out, male: Qualified.....	40,53	44,31	47,04
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	18,27	20,00	21,21	second 26 weeks	18,27	20,00	21,21
derde 26 weke..	21,63	23,74	25,20	third 26 weeks..	21,63	23,74	25,20
vierde 26 weke..	25,20	27,51	29,19	fourth 26 weeks.	25,20	27,51	29,19
vyfde 26 weke..	28,56	31,29	33,18	fifth 26 weeks...	28,56	31,29	33,18
sesde 26 weke..	31,50	34,44	36,54	sixth 26 weeks..	31,50	34,44	36,54
(h) Snyer, vrou: Gekwalifiseer....	31,50	34,44	36,54	(h) Cutter-out, female: Qualified.....	31,50	34,44	36,54
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	17,01	18,69	19,74	second 26 weeks	17,01	18,69	19,74
derde 26 weke..	18,90	20,58	21,84	third 26 weeks..	18,90	20,58	21,84
vierde 26 weke..	20,79	22,68	24,15	fourth 26 weeks.	20,79	22,68	24,15
vyfde 26 weke..	22,89	24,99	26,46	fifth 26 weeks...	22,89	24,99	26,46
sesde 26 weke..	24,57	26,88	28,56	sixth 26 weeks..	24,57	26,88	28,56
(i) Laagmaker: Gekwalifiseer....	21,00	22,89	24,36	(i) Layer-up: Qualified.....	21,00	22,89	24,36
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	16,17	17,64	18,69	second 26 weeks	16,17	17,64	18,69
derde 26 weke..	17,01	18,69	19,74	third 26 weeks..	17,01	18,69	19,74
vierde 26 weke..	17,64	19,41	20,58	fourth 26 weeks.	17,64	19,41	20,58
vyfde 26 weke..	18,69	20,37	21,63	fifth 26 weeks...	18,69	20,37	21,63

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31 Mei 1980	Gedurende die tydperk 1 Junie 1980 tot 30 Junie 1981	Daarna		From the date on which this Agreement comes into effect until 31 May 1980	During the period 1 June 1980 to 30 June 1981	Thereafter
	Loon per week	Loon per week	Loon per week		Wage per week	Wage per week	Wage per week
	R	R	R		R	R	R
(j) Masjienwerker, man; parser, man; passer en/of afwerker, man; masjiendiensman en fabrieksklerk, man; en borduur-masjienwerker, man:				(j) Machinist, male; presser, male; fitter and / or trimmer, male; machine serviceman and factory clerk, male; embroidery machinist, male:			
Gekwalifiseer....	37,80	41,37	43,89	Qualified.....	37,80	41,37	43,89
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	16,80	18,48	19,53	second 26 weeks..	16,80	18,48	19,53
derde 26 weke..	18,69	20,37	21,63	third 26 weeks..	18,69	20,37	21,63
vierde 26 weke..	20,79	22,68	24,15	fourth 26 weeks..	20,79	22,68	24,15
vyfde 26 weke..	22,89	24,99	26,46	fifth 26 weeks...	22,89	24,99	26,46
sesde 26 weke..	24,57	26,88	28,56	sixth 26 weeks..	24,57	26,88	28,56
sewende 26 weke	26,46	28,98	30,66	seventh 26 weeks	26,46	28,98	30,66
agste 26 weke...	28,56	31,29	33,18	eighth 26 weeks..	28,56	31,29	33,18
negende 26 weke	30,45	33,18	35,28	ninth 26 weeks..	30,45	33,18	35,28
tiende 26 weke..	32,55	35,49	37,59	tenth 26 weeks..	32,55	35,49	37,59
(k) Ondersoeker, man:				(k) Examiner, male:			
Gekwalifiseer....	37,80	41,37	43,89	Qualified.....	37,80	41,37	43,89
Leerlinge—				Learners—			
eerste 26 weke..	27,72	30,24	32,13	first 26 weeks...	27,72	30,24	32,13
tweede 26 weke..	31,50	34,44	36,54	second 26 weeks	31,50	34,44	36,54
(l) Ondersoeker, vrou:				(l) Examiner, female:			
Gekwalifiseer....	27,51	30,03	31,92	Qualified.....	27,51	30,03	31,92
Leerlinge—				Learners—			
eerste 26 weke..	20,79	22,68	24,15	first 26 weeks...	20,79	22,68	24,15
tweede 26 weke..	24,57	26,88	28,56	second 26 weeks	24,57	26,88	28,56
(m) Masjienwerker, vrou:				(m) Machinist, female; presser, female; fitter and/or trimmer, female; factory clerk and embroidery machinist, female:			
parser, vrou; passer en/of afwerker, vrou; fabrieksklerk en borduur-masjienwerker, vrou:				Qualified.....	26,67	28,56	30,03
Gekwalifiseer....	26,67	28,56	30,03	Learners—			
Leerlinge—				first 26 weeks...	14,91	16,38	17,64
eerste 26 weke..	14,91	16,38	17,64	second 26 weeks	16,38	17,85	18,90
tweede 26 weke..	16,38	17,85	18,90	third 26 weeks..	17,43	19,11	20,37
derde 26 weke..	17,43	19,11	20,37	fourth 26 weeks	18,90	20,63	22,05
vierde 26 weke..	18,90	20,63	22,05	fifth 26 weeks...	20,16	22,26	23,52
vyfde 26 weke...	20,16	22,26	23,52	sixth 26 weeks..	21,63	23,73	25,20
sesde 26 weke..	21,63	23,73	25,20				
(n) Vorderingsonder-soeker:				(n) Progress examiner:			
Gekwalifiseer....	26,88	29,40	31,29	Qualified.....	26,88	29,40	31,29
Leerlinge—				Learners—			
eerste 26 weke..	17,22	18,90	20,21	first 26 weeks...	17,22	18,90	20,21
tweede 26 weke..	22,26	24,36	25,83	second 26 weeks	22,26	24,36	25,83
(o) Versender:				(o) Despatcher:			
Gekwalifiseer....	26,04	28,56	30,24	Qualified.....	26,04	28,56	30,24
Leerlinge—				Learners—			
eerste 26 weke..	17,85	19,53	21,00	first 26 weeks...	17,85	19,53	21,00
tweede 26 weke..	22,26	24,36	25,83	second 26 weeks	22,26	24,36	25,83
(p) Nasieners in die brei-seksie:				(p) Checkers in the knitting section:			
Gekwalifiseer....	20,16	22,26	23,52	Qualified.....	20,16	22,26	23,52
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	16,17	17,64	18,69	second 26 weeks	16,17	17,64	18,69
derde 26 weke..	17,01	18,69	19,74	third 26 weeks..	17,01	18,69	19,74
vierde 26 weke..	18,69	20,37	21,63	fourth 26 weeks	18,69	20,37	21,63
(q) Algemene werkers:				(q) General workers:			
Gekwalifiseer....	19,53	20,79	22,05	Qualified.....	19,53	20,79	22,05
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	16,17	17,64	19,53	second 26 weeks	16,17	17,64	19,53
derde 26 weke..	17,01	18,69	20,37	third 26 weeks..	17,01	18,69	20,37
vierde 26 weke..	17,85	19,74	21,42	fourth 26 weeks	17,85	19,74	21,42

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31 Mei 1980	Gedurende die tydperk 1 Junie 1980 tot 30 Junie 1981	Daarna		From the date on which this Agreement comes into effect until 31 May 1980	During the period 1 June 1980 to 30 June 1981	Thereafter
	Loon per week	Loon per week	Loon per week		Wage per week	Wage per week	Wage per week
	R	R	R		R	R	R
(r) Stoomkasplooier: Gekwalifiseer.....	27,72	30,24	32,13	(c) Steam box pleater: Qualified.....	27,72	30,24	32,13
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	16,80	18,48	19,53	second 26 weeks	16,80	18,48	19,53
derde 26 weke..	18,69	20,37	21,63	third 26 weeks..	18,69	20,37	21,63
vierde 26 weke..	20,58	22,47	23,73	fourth 26 weeks	20,58	22,47	23,73
vyfde 26 weke..	22,47	24,78	26,25	fifth 26 weeks...	22,47	24,78	26,25
(s) Gewone naaldwerker: Gekwalifiseer.....	20,76	22,68	24,15	(s) Plain sewer: Qualified.....	20,76	22,68	24,15
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	15,33	16,80	17,85	second 26 weeks	15,33	16,80	17,85
derde 26 weke..	16,38	17,85	18,90	third 26 weeks..	16,38	17,85	18,90
vierde 26 weke..	17,01	18,69	19,74	fourth 26 weeks	17,01	18,69	19,74
vyfde 26 weke..	17,64	19,41	20,58	fifth 26 weeks...	17,64	19,41	20,58
sesde 26 weke..	18,27	20,00	21,21	sixth 26 weeks..	18,27	20,00	21,21
(t) Arbeider, man.....	25,41	27,72	29,61	(t) Labourer, male....	25,41	27,72	29,61
(u) Skoonmaker.....	19,32	21,21	22,47	(u) Cleaner.....	19,32	21,21	22,47
(v) Teemaker.....	19,32	21,21	22,47	(v) Tea maker.....	19,32	21,21	22,47
(w) Wag.....	26,88	29,40	31,29	(w) Watchman.....	26,88	29,40	31,29
(x) Motorvoertuigdrywer: (i) Drywer van 'n motorvoertuig waarvan die onbelaste massa—				(x) Motor vehicle driver: (i) Driver of a motor vehicle, the unladen mass of which—			
(a) hoogstens 453 kg is.....	26,25	28,77	30,45	(a) does not exceed 453 kg	26,25	28,77	30,45
(b) meer as 453 kg maar hoogstens 2 722 kg is..	31,08	34,02	36,12	(b) exceed 453 kg but does not exceed 2 722 kg.....	31,08	34,02	36,12
(c) meer as 2 722 kg maar hoogstens 4 536 kg is..	38,22	41,79	44,37	(c) exceeds 2 722 kg but does not exceed 4 536 kg....	38,22	41,79	44,37
(d) meer as 4 536 kg is.....	51,03	55,65	59,01	(d) exceeds 4 536 kg.....	51,03	55,65	59,01
(ii) Deeltydse motorvoertuigdrywer..	25,41	27,72	29,40	(ii) Part-time motor vehicle driver...	25,41	27,72	29,40
(y) Perssnyer: Gekwalifiseer.....	65,52	71,61	76,02	(y) Clicker: Qualified.....	65,52	71,61	76,02
Leerlinge—				Learners—			
eerste 26 weke..	14,91	16,38	17,64	first 26 weeks...	14,91	16,38	17,64
tweede 26 weke..	18,90	20,58	21,84	second 26 weeks	18,90	20,58	21,84
derde 26 weke..	23,10	25,20	26,67	third 26 weeks..	23,10	25,20	26,67
vierde 26 weke..	26,88	29,40	31,29	fourth 26 weeks	26,88	29,40	31,29
vyfde 26 weke..	31,08	34,02	36,12	fifth 26 weeks...	31,08	34,02	36,12
sesde 26 weke..	35,07	38,22	40,53	sixth 26 weeks..	35,07	38,22	40,53
sewende 26 weke	39,27	42,84	45,36	seventh 26 weeks	39,27	42,84	45,36
agste 26 weke...	43,26	47,46	50,19	eighth 26 weeks.	43,26	47,46	50,19
negende 26 weke	47,25	51,66	54,81	ninth 26 weeks..	47,25	51,66	54,81
tiende 26 weke..	51,03	55,65	59,01	tenth 26 weeks..	51,03	55,65	59,01

(z) 'n Toesighouer moet betaal word teen die skaal vir gekwalifiseerdes wat van toepassing is op werknemers wat onder toetsig staan, plus 33½ persent.

(2) Ondanks die omskrywing van "ondervinding" in klousule 3—

(a) mag 'n werkgewer wat in een van die volgende sektore in die Nywerheid betrokke is, naamlik:

Reëndrag; boklere vir mans; boklere vir vroue; onderklere vir mans en vroue; kleinkinder- en kinderklere; en werkklere;

wanneer hy 'n gekwalifiseerde masjienwerker in diens neem wie se vorige ondervinding opgedoen is in een of meer van die ander sektore hierbo genoem, sodanige masjienwerker 'n aanvangsloon betaal wat een kerf laer is as dié waarop hy geregtig is en hom daarna 'n loonsverhoging toestaan volgens die leerlingskaal wat op masjienwerkers van toepassing is: Met dien verstande dat sodanige masjienwerker die loon

(z) A supervisor shall be paid the qualified rate applicable to the employees being supervised, plus 33½ per cent.

(2) Notwithstanding the definition of "experience" in clause 3—

(a) an employer engaged in one of the following sections of the Industry:

Rainwear section; men's outerwear section; women's outerwear section; men's or women's underwear section; infants' and children's clothing section; workwear section;

may when engaging a qualified machinist whose previous experience was gained in one or more of the other sections specified, pay to such machinist a commencing wage of one notch below that to which he is entitled and thereafter to progress him according to the learnership scale applicable to machinists: Provided that such machinist shall be paid

van 'n gekwalifiseerde masjienwerker betaal moet word sodra sodanige masjienwerker weer werksaam is in die seksie waarin die vorige ondervinding opgedoen is.

Vir die toepassing van hierdie subparagraaf beteken "seksie werkkere" daardie seksie van die Nywerheid waarin ketelpakke, oorpakke, stofjasse, kelnierbaadjies en kan-toorbaadjies vervaardig word;

(b) moet 'n werkgewer wat 'n werknemer uit een kategorie na 'n ander kategorie oorpaaas waarvoor 'n hoër loon voorgeskryf word, sodanige werknemer vir die eerste 26 weke minstens die loon betaal wat hy ontvang het of geregtig was om te ontvang in sodanige eersgenoemde kategorie, en hom daarna betaal ooreenkomstig die loonskaal vir werknemers in die kategorie waarna sodanige werknemer oorgeplaas is, beginnende by die eersvolgende hoër kerf.

(3) *Aanwesigheidstoelae*.—Benewens die loon betaalbaar aan 'n werknemer kragtens subklousule (1) en ongeag of sodanige werknemer ten opsigte van sy gewone werkkere 'n loon ontvang wat hoër is as dié voorgeskryf vir 'n werknemer in sy klas, moet die werkgewer 'n aanwesigheidstoelae van minstens R1 per week betaal aan so 'n werknemer wat in 'n week—

(a) minstens die weeklikse getal gewone ure werk wat voorgeskryf is in klousule 9 (1) vir 'n werknemer in sy klas; of

(b) minstens die weeklikse getal gewone ure werk wat deur sy werkgewer vereis word, in gevalle waar sodanige getal gewone ure kleiner is as dié voorgeskryf in klousule 9 (1).

Ondanks andersluidende bepalings hierin, moet 'n werknemer wat van die werk afwesig was en wat 'n doktersertifikaat indien, 'n pro rata-aanwesigheidstoelae ontvang: Met dien verstande dat hy die res van die week by die werk aanwesig is.

(4) *Vergoedingstydperk*.—Ondanks die feit dat loonsverhogings op 1 Junie 1980 en 1 Julie 1981 in werking tree, kan 'n werkgewer 'n werknemer sodanige verhoging toestaan voor genoemde datums: Met dien verstande dat, indien so 'n verhoging binne drie maande voor genoemde datums toegestaan word, die werknemer nie in aanmerking kom vir 'n verdere verhoging nie.

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

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

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

(b) Insgelyks en op dieselfde wyse moet alle verhogings wat gedurende die tydperk 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verskuldig is, met ingang van die betaalweke waarin 15 Mei, 15 Augustus en 15 November binne die onderskeie tydperke val, aan werknemers toegestaan word.

(c) Ten einde te bepaal of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van die werk beskou word as dienstydperke, uitgesonderd 'n tydperk van afwesigheid sonder besoldiging wat langer as vier agtereenvolgende betaalweke duur en ten opsigte waarvan volle besonderhede van die naam van die werknemer en die duur van die tydperk aan die Raad verstrekk is binne 14 dae nadat die werknemer sy werk hervat het.

(6) Ondanks andersluidende bepalings hierin, moet die loon van 'n werknemer wat—

(a) onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as dié wat voorgeskryf word vir die klas werk waarin hy werksaam is, met ingang van die datum waarop hierdie Ooreenkoms in werking tree verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon voorgeskryf in die ooreenkoms wat by Goewermentskennisgewing R. 1532 van 27 Augustus 1976 voorgeskryf is en die loon wat in hierdie Ooreenkoms vir die klas werk waarin hy werksaam is, voorgeskryf word;

(b) op 31 Mei 1980 'n hoër loon ontvang as dié wat op daardie datum vir die klas werk waarin hy werksaam is, voorgeskryf word, met ingang van 1 Junie 1980 verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon soos voorgeskryf op 31 Mei 1980 en die loon soos voorgeskryf op 1 Junie 1980 vir die klas werk waarin hy werksaam is; en

the wage of a qualified machinist as soon as such machinist is again engaged in the section in which the previous experience was gained.

For the purposes of this subparagraph "workwear section" means that section of the Industry in which boiler-suits, overalls, dustcoats, waiters' jackets and office jackets are manufactured;

(b) when an employer transfers an employee in any category to another category for which a higher wage is prescribed he shall pay such employee for the first 26 weeks not less than the wage he was receiving or was entitled to receive in such first-named category and shall thereafter pay him in accordance with the scale of wages for employees in the category to which such employee was transferred commencing at the next highest notch.

(3) *Attendance allowance*.—In addition to the wage payable to an employee in terms of subclause (1) and irrespective of whether such an employee is, in respect of his ordinary hours of work, in receipt of a wage higher than that prescribed for an employee of his class, an attendance allowance of not less than R1 per week shall be paid by the employer to such an employee who in any one week works—

(a) not less than the ordinary weekly number of hours prescribed in clause 9 (1) for an employee of his class; or

(b) not less than the number of ordinary weekly number of hours of work required by his employer where such number of ordinary hours is less than that prescribed in clause 9 (1).

Notwithstanding anything to the contrary contained herein, where an employee who has been absent from work produces a doctor's certificate, he shall receive a pro rata attendance allowance: Provided that he is present at work for the balance of that week.

(4) *Off-set period*.—Notwithstanding the fact that wage increases will come into effect on 1 June 1980 and 1 July 1981, an employer may grant to an employee such increases in advance of the aforementioned dates: Provided that if such an increase is granted within three months of the aforementioned dates, the employee will not qualify for a further increase.

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

(a) All employees who qualify for an increase during the period 1 January to 31 March of the calendar year shall be granted such increases with effect from the pay-week in which 15 February of such year falls.

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

(b) Likewise and in the same manner all increases which become due during the periods 1 April to 30 June, 1 July to 30 September and 1 October to 31 December of each calendar year, shall be granted to employees with effect from the pay-week in which 15 May, 15 August and 15 November fall within the respective periods.

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

(6) Notwithstanding anything to the contrary contained herein, the wage of an employee who—

(a) immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work on which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the agreement published under Government Notice R. 1532, dated 27 August 1976, and the wage prescribed in this Agreement for the class of work on which he is engaged;

(b) on 31 May 1980 is in receipt of a wage higher than that prescribed as at that date for the class of work on which he is engaged, shall, with effect from 1 June 1980, be increased by an amount equal to the difference between the wage prescribed as at 31 May 1980 and the wage prescribed as at 1 June 1980 for the class of work on which he is employed; and

(c) op 30 Junie 1981 'n hoër loon ontvang as dié wat op daardie datum vir die klas werk waarin hy werksaam is, voorgeskryf word, met ingang van 1 Julie 1981 verhoog word met 'n bedrag wat gelyk is aan die verskil tussen die loon soos voorgeskryf op 30 Junie 1981 en die loon soos voorgeskryf op 1 Julie 1981, vir die klas werk waarin hy werksaam is.

(7) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag word nie.

(8) Ondanks die feit dat die gewone werkure in 'n bedryfsinrigting minder as 42 in 'n week is, moet die volle minimum weekloon, uitgesonderd die aftrekkings wat ooreenkomstig klousules 6 (1) en 7 (3) van hierdie Ooreenkoms toegelaat word, aan elke werknemer betaal word.

(9) 'n Werknemer van wie vereis word om sy gewone skof tussen die ure 22h00 en 06h00 op 'n dag te werk, word geag nagwerk te verrig en moet minstens sy gewone loon ten opsigte van die totale tydperk aldus gewerk, plus 10 persent, betaal word.

5. AANSPORINGSBONUSSKEMA EN/OF VERVOERBANDSTELSEL

(1) 'n Aansporingsbonusskema en/of vervoerbandstelsel mag in enige bedryfsinrigting ingevoer word by wyse van onderlinge ooreenkoms tussen die bestuur, verteenwoordigers van die vakvereniging en die betrokke werknemers en mag slegs by wyse van onderlinge ooreenkoms tussen hierdie partye verander word. Sodanige skemas mag of deur die werkgewer of deur die vakvereniging beëindig word deur minstens een week vooraf kennis te gee.

(2) Enige geskil oor die instelling of werking van 'n skema wat nie in die fabriek by wyse van onderhandelinge tussen die werkgewer, die werknemers en die vakvereniging bygelê kan word nie, moet na die Raad verwys word.

(3) 'n Aansporingsbonusskema mag ingevoer word ten opsigte van party van die werknemers wat in 'n bepaalde seksie van 'n bedryfsinrigting werksaam is: Met dien verstande dat dit binne 'n redelike tydperk nadat dit ingevoer is, toegepas moet word op alle werknemers wat in diens geneem is vir die vervaardiging van die besondere kledingstuk ten opsigte waarvan die skema ingevoer is.

(4) Behoudens subklousules 6 (1) en 7 (3), moet sodanige aansporingsbonusskema en/of vervoerbandstelsel 'n werknemer in staat stel om minstens 10 persent meer as die voorgeskrewe loon te verdien.

(5) 'n Kopie van die aansporingsbonusskema en latere wysigings daarvan, waaroor daar ooreengekom is en wat behoorlik onderteken is deur die werkgewer en die sekretaris van die vakvereniging, moet by die Sekretaris van die Raad ingedien word, en die werkgewer moet 'n kopie daarvan opplaak op 'n opvallende plek wat vir sy werknemers gereedelik toeganklik is.

(6) Wanneer 'n werknemer op 'n aansporingsbonus- en/of vervoerbandgrondslag besoldig word, moet sy gewone loon vir die doel van oortydbesoldiging ooreenkomstig klousule 10, en vir die doel van sy jaarlikse verlof en vakansiedae met besoldiging ooreenkomstig klousule 13, bereken word asof hy per uur betaal word, en sodanige uurloon word op enige datum bepaal deur sy totale verdienste, uitgesonderd oortydverdienste, gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy indiensneming op 'n aansporingsbonusgrondslag deur die betrokke werkgewer, naamlik die tydperk wat die kortste is, te deel deur die getal ure gewerk, uitgesonderd oortydwerk, gedurende die tydperk ten opsigte waarvan sodanige verdienste betaal is.

(7) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n gekwalifiseerde masjienwerker vir die toepassing van hierdie klousule geag word—

(a) R26,04 te wees vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31 Mei 1980;

(b) R27,93 te wees vanaf 1 Junie 1980 tot 30 Junie 1981;

en

(c) R29,40 daarna te wees.

6. KORTTYD

(1) Waar korttyd gewerk word of ingevoer is in 'n bedryfsinrigting, moet 'n werknemer wat hom op enige dag by die bedryfsinrigting aanmeld, vir minstens 'n halfdag in diens geneem of 'n dag se besoldiging in plaas daarvan betaal word tensy hy voor sodanige datum in kennis gestel is dat sy dienste nie op sodanige dag vereis sal word nie. Vir die toepassing van hierdie subklousule, beteken "dag se besoldiging" die besoldiging wat gewoonlik betaal word ten opsigte van die ure wat 'n volle werkdag uitmaak (d.w.s. nie die gewone kortdae in die bedryfsinrigting nie).

(c) on 30 June 1981 is in receipt of a wage higher than that prescribed as at that date for the class of work on which he is engaged, shall, with effect from 1 July 1981, be increased by an amount equal to the difference between the wage prescribed as at 30 June 1981 and the wage prescribed as at 1 July 1981 for the class of work on which he is employed.

(7) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee at any time prior to or at the date of coming into operation of this Agreement.

(8) Notwithstanding the fact that the ordinary hours of work in any establishment are less than 42 in any week, the full minimum weekly remuneration shall, save for any deductions permitted under clauses (6) (1) and 7 (3) of this Agreement, be paid to each employee.

(9) An employee who is required to work his normal shift between the hours of 22h00 and 06h00 on any day shall be deemed to be on night work, and shall be paid not less than his ordinary wage in respect of the total period so worked plus 10 per cent.

5. INCENTIVE BONUS SCHEME AND/OR CONVEYOR BELT SYSTEM

(1) An incentive bonus scheme and/or conveyor belt system may be introduced in any establishment by mutual agreement between the management, representatives of the trade union and the employees concerned and may be altered only by mutual agreement between these parties. Such schemes may be terminated by either the employer or the trade union giving not less than one week's notice.

(2) Any dispute concerning the introduction or working of any scheme which cannot be settled in the factory by negotiation between the employer, the employees and the trade union officials shall be referred to the Council.

(3) An incentive bonus scheme may be introduced in respect of some of the employees employed in a particular section of an establishment: Provided that it shall be applied within a reasonable period after its commencement to all employees engaged in the production of the particular garment in respect of which the scheme has been introduced.

(4) Subject to the provisions of subclauses 6 (1) and 7 (3), such incentive bonus scheme and/or conveyor belt system shall enable an employee to earn at least 10 per cent in excess of the prescribed wage.

(5) A copy of the incentive bonus rates and subsequent alterations thereto, agreed upon and duly signed by the employer and the secretary of the trade union, shall be filed with the Secretary of the Council and the employer shall keep a copy thereof posted in a conspicuous place readily accessible to his employees.

(6) When an employee is remunerated on an incentive bonus and/or conveyor belt basis, his ordinary rate of remuneration shall for the purpose of overtime in terms of clause 10 and annual leave and paid holidays, in terms of clause 13, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total earnings, excluding overtime, during the three months immediately preceding that date or during the total period of his employment on an incentive bonus basis by the employer concerned, whichever is the shorter, by the number of hours worked, excluding overtime, during the period in respect of which such earnings were paid.

(7) Notwithstanding anything to the contrary contained herein, the wage of a qualified machinist shall, for the purpose of this clause, be deemed to be—

(a) R26,04 from the date on which this Agreement comes into operation until 31 May 1980;

(b) R27,93 from 1 June 1980 to 30 June 1981; and

(c) R29,40 thereafter.

6. SHORT-TIME

(1) Where short-time is being or has been introduced in any establishment, an employee who attends at the establishment on any day shall, unless he has prior to such date received notice that his services will not be required on such day, be employed for at least half a day or be paid a day's remuneration in lieu thereof. For the purposes of this subclause "day's remuneration" shall mean the remuneration usually paid in respect of the hours constituting a full day's work (i.e. other than the usual short days in the establishment).

(2) Waar korttyd in 'n bedryfsinrigting gewerk word, moet die werk so eweredig moontlik onder die werknemers in elkeen van die betrokke seksies of afdelings verdeel word.

7. BETALING VAN LONE EN OORTYDVERDIENSTE

(1) Lone en alle ander bedrae wat aan 'n werknemer verskuldig is, moet weekliks, en wel op Vrydag, in kontant betaal word: Met dien verstande dat waar 'n werknemer se diens nie op die gewone betaaldag van die betrokke bedryfsinrigting beëindig word nie, die bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word.

(2) Die lone en alle ander bedrae wat verskuldig is, moet geplaas word in 'n verseëlde koevert waarop, of wat vergesel moet gaan van 'n strook of staat waarop die naam of nommer van die werknemer, die datum van betaling, die totale bedrae wat afgetrek is en die netto bedrag van die verdienste in die koevert gemeld word. Die inskrywings op genoemde koevert of strook moet met ink of met 'n inktlood gemaak word of moet in die vorm van 'n duidelike deurslagkopie wees.

(3) Geen bedrae van watter aard ook al, mag van die bedrae wat aan 'n werknemer verskuldig is afgetrek word nie: Met dien verstande dat—

(a) behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het, afgetrek mag word;

(b) waar die werkgever die werknemer voorsien van tee, hy die koste van sodanige tee van die loon van sy werknemers mag aftrek;

(c) met die skriftelike toestemming van die werknemer, 'n werkgever bedrae vir 'n pensioen- of siekefonds of mediese skema kan aftrek;

(d) bydraes tot die fondse van die Raad ooreenkomstig klousule 20 van hierdie Ooreenkoms afgetrek moet word;

(e) bydraes tot die Raad se Welsynsfonds en Voorsorgfonds afgetrek mag word;

(f) met die skriftelike toestemming van die werknemer, 'n werkgever bydraes tot die fondse van die vakvereniging mag aftrek;

(g) die koste van skêre wat aan werknemers verskaf is, ooreenkomstig klousule 16 (2) van hierdie Ooreenkoms afgetrek mag word;

(h) indien daar, weens die stopsetting van masjinerie, geen werk vir 'n werknemer is nie, 'n pro rata-bedrag deur die werkgever van die besoldiging van sodanige werknemer afgetrek mag word slegs vir die verlore tyd wat langer as twee uur is;

(i) enige bedrag wat 'n werkgever ingevolge 'n wettelijke bepaling, ordonnansie of regsproses namens 'n werknemer moet betaal, afgetrek mag word;

(j) behoudens klousule 6 (1), 'n bedrag wat eweredig is aan die hoeveelheid korttyd gewerk, afgetrek mag word;

(k) bedrae ooreenkomstig klousule 13 (10) (b) afgetrek mag word;

(l) met die skriftelike toestemming van die werknemer, die werkgever bedrae tot 'n maksimum van een sesde van die werknemer se besoldiging vir die bepaalde week mag aftrek ten opsigte van aankope van die werkgever gemaak en lenings deur die werkgever voorgeskiet: Met dien verstande dat die werknemer te gener tyd meer as sewe werkdag se besoldiging aan die werkgever verskuldig mag wees nie.

(4) Waar werk in 'n bedryfsinrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgever in wie se bedryfsinrigting die werk verrig word, of sy verteenwoordiger, aan elke werknemer sy verdienste betaal.

8. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkgever moet een gekwalifiseerde manlike werknemer in sy diens hê voordat hy 'n manlike leerling in diens mag neem, en die getal manlike leerlinge wat hy in diens neem, mag hoogstens twee maal die getal manlike gekwalifiseerde werknemers wees wat in sy diens is.

Vir die toepassing van hierdie subklousule, mag 'n manlike leerling wat minstens die besoldiging van 'n manlike gekwalifiseerde werknemer ontvang, geag word 'n manlike gekwalifiseerde werknemer te wees.

(2) 'n Werkgever moet een vroulike gekwalifiseerde werknemer in sy diens hê voordat hy 'n vroulike leerling in diens mag neem, en die getal vroulike leerlinge wat in sy diens is, mag hoogstens drie maal die getal vroulike gekwalifiseerde werknemers wees wat in sy diens is;

(2) Where short-time is being worked in any establishment, the work shall be distributed as evenly as possible amongst the employees in each of the sections or departments concerned.

7. PAYMENT OF WAGES AND OVERTIME RATES

(1) Wages and all other amounts due to an employee shall be paid in cash weekly on Friday: Provided that where an employee's service does not terminate on the ordinary pay-day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination.

(2) Wages and all other amounts due shall be placed in a sealed envelope on which shall be reflected, or which shall be accompanied by a slip or statement showing the name or number of the employee, the date of payment, total deductions made and the net amount of earnings contained therein. Entries on the said envelope or slip shall be made in ink or indelible pencil, or shall be a clear carbon copy.

(3) No deductions of any description shall be made from the amounts due to an employee: Provided that—

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

(b) where the employer supplies the employees with tea, he may deduct from the wages of his employees the cost of such tea;

(c) with the written consent of an employee, deductions may be made by an employer for contributions to a pension or sick fund or medical scheme;

(d) contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;

(e) contributions to the Council's Welfare Fund and Provident Fund may be deducted;

(f) with the written consent of the employee, deductions may be made by an employer for contributions to the funds of the trade union;

(g) the cost of scissors supplied to employees may be deducted in terms of clause 16 (2) of this Agreement;

(h) if owing to the stoppage of machinery, no work is available for an employee a pro rata deduction may be made by the employer from the remuneration of such employee only for the time lost which is in excess of two hours;

(i) any amount paid by an employer, compelled by any statutory law, ordinance or legal process to make payment on behalf of an employee, may be deducted;

(j) subject to the provisions of clause 6 (1), a deduction proportionate to the amount of short-time worked may be made;

(k) deductions in terms of clause 13 (10) (b) may be made;

(l) with the written consent of the employee, deductions may be made by the employer, to a maximum of one-sixth of the employee's remuneration for that week for purchases made from the employer and loans advanced by the employer: Provided that the employee shall not be indebted to the employer for an amount exceeding seven working days' remuneration at any one time.

(4) Where in any establishment work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer in whose establishment the work is performed or by his representative.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) One male qualified employee shall be employed by an employer before a male learner may be employed by him and the number of male learners employed by him shall not exceed twice the number of male qualified employees employed by him.

For the purposes of this subclause, a male learner receiving not less than the remuneration of a male qualified employee may be deemed to be a male qualified employee.

(2) One female qualified employee shall be employed by an employer before a female learner may be employed by him and the number of female learners employed by him shall not exceed three times the number of female qualified employees employed by him.

Vir die toepassing van hierdie subklousule, kan 'n vroulike leerling wat minstens die besoldiging van 'n vroulike gekwalifiseerde werknemer ontvang, geag word 'n vroulike gekwalifiseerde werknemer te wees.

(3) 'n Werkgewer moet een gekwalifiseerde merker in sy diens hê voordat hy 'n laagmaker in diens mag neem. Wanneer daar 'n vakature vir 'n merker in 'n bedryfsinrigting ontstaan, moet die werkgewer die vakature vul uit die geleedere van die snyers wat in sy diens is, mits sodanige werknemer geskik is.

(4) 'n Werkgewer moet een gekwalifiseerde parser in diens hê voordat hy 'n werknemer in diens mag neem vir—

- (a) die afwerking van voltooide kledingstukke met 'n handstrykyster;
- (b) voorparswerk;

9. WERKURE

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om—

- (a) langer as 42 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie, maar sodanige week mag uit 'n werkweek van of vyf of ses dae bestaan; of
- (b) op 'n Saterdag te werk nie, tensy sy bedryfsinrigting ses dae per week werk;
- (c) in bedryfsinrigtings wat ses dae per week werk, later as 12h30 op Saterdag te werk nie: Met dien verstande dat die werkure van Maandag tot en met 12h30, op Saterdag hoogstens altesaam 42 mag wees; of
- (d) sonder die toestemming van die Raad op 'n Sondag te werk nie;
- (e) in 'n werkweek van vyf dae langer as agt en 'n half uur op 'n bepaalde dag te werk nie: Met dien verstande dat die werkure van Maandag tot en met Vrydag hoogstens altesaam 42 mag wees; of
- (f) in 'n week van ses dae langer as—
 - (i) agt uur op 'n bepaalde dag gedurende die tydperk Maandag tot en met Vrydag te werk nie;
 - (ii) twee en 'n half uur of na 12h30 op 'n Saterdag te werk nie; of
- (g) voor 07h45 of na 18h00 gedurende die tydperk Maandag tot en met Vrydag of voor 07h45 op Saterdag te werk nie; of
- (h) vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van—
 - (i) 45 minute in die landdrosdistrik Port Elizabeth;
 - (ii) een uur in alle ander gebiede te werk nie;

Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur korter pouses as dié voorgeskryf in subparagrafe (i) en (ii), geag word aaneenlopend te wees.

(2) 'n Ruspouse van minstens 15 minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na as moontlik aan die middel van elke werktydperk in die oggend, en 'n ruspouse van 10 minute moet so na as moontlik aan die middel van elke werktydperk in die namiddag aan elke werknemer toegestaan word. Sodanige ruspouses word geag tyd te wees waarin daar gewerk is. Gerei en kookwater om tee te maak, moet deur die werkgewer verskaf word en moet aan die begin van elke ruspouse en elke etenspouse vir die werknemers beskikbaar wees.

(3) 'n Werknemer wat nie op 'n vakansiedag soos gemeld in klousule 13 (7), werk nie of wat op sodanige vakansiedag vir 'n korter tydperk werk as sy gemiddelde gewone werkure vir daardie dag van die week waarin sodanige vakansiedag val, word, vir die toepassing van subklousule (1) (a), geag sy gemiddelde gewone werkure op daardie dag te gewerk het.

(4) Ondanks subklousule (1) (g) mag 'n manlike werknemer wat skofwerk op borduur- of plooiemasjiene verrig, toegelaat word om voor 07h45 te begin werk, maar nie voor 06h00 nie, en die tweede skof wat op 'n bepaalde dag gewerk word mag tot na 18h00 strek: Met dien verstande dat daar nie van 'n werknemer wat sodanige skof werk, vereis of hy nie toegelaat mag word om na 22h00 te werk nie.

(5) Hierdie klousule is nie van toepassing nie op 'n wag wat altesaam hoogstens 72 uur per week werk en wie se werkgever hom 'n dag van 24 agtereenvolgende ure ten opsigte van elke week diensvry gee: Met dien verstande dat—

- (i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;
- (ii) 'n werkgewer, in plaas daarvan dat hy sodanige dag diensvry aan sy wag gee, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

For the purposes of this subclause, a female learner receiving not less than the remuneration of a female qualified employee may be deemed to be a female qualified employee.

(3) One qualified marker-in shall be employed by an employer before a layer-up may be employed. Whenever any vacancy for a marker-in occurs in any establishment, the employer shall fill the vacancy from among the cutters-out in his employ provided such employee is suitable.

(4) One qualified presser shall be employed by an employer before an employee may be employed on—

- (a) the touching-up of completed garments with a hand iron;
- (b) underpressing.

9. HOURS OF WORK

(1) No employer shall require nor shall he permit an employee—

- (a) to work for more than 42 hours, excluding meal times, in any one week, which may however be comprised of either a five or six-day working week; or
- (b) to work on a Saturday, unless his establishment is working a six-day week;
- (c) in establishments working a six-day week, to work later than 12h30 on Saturday: Provided that the working hours performed from Monday to 12h30 Saturday (inclusive) do not exceed 42 in all; or
- (d) to work on a Sunday without the permission of the Council;
- (e) to work in a five-day week for more than eight and a half hours on any one day: Provided that the working hours performed from Monday to Friday, inclusive, do not exceed 42 in all; or
- (f) to work in a six-day week for more than—
 - (i) eight hours on any one day during the period Monday to Friday, inclusive;
 - (ii) two and a half hours or beyond the hours of 12h30 on a Saturday; or
- (g) to work before 07h45 or after 18h00 during the period Monday to Friday, inclusive, or before 07h45 on Saturdays; or
- (h) to work for a continuous period of more than five hours without an uninterrupted interval of—
 - (i) in the Magisterial District of Port Elizabeth, 45 minutes;
 - (ii) in all other areas, one hour:

Provided that for the purpose of this paragraph, periods of work interrupted by shorter intervals than those prescribed in subparagraphs (i) and (ii) shall be deemed to be continuous.

(2) A rest interval of not less than 15 minutes during which no work shall be performed, shall be allowed to each employee as nearly as practicable to the middle of each morning work period, and a rest interval of 10 minutes shall be allowed to each employee as nearly as practicable to the middle of each afternoon work period. Such intervals shall be reckoned as time worked. Utensils and boiling water for making tea shall be provided by the employer and be available for the employees at the commencement of each rest and lunch interval.

(3) For the purposes of subclause (1) (a), an employee who does not work on any holiday referred to in clause 13 (7) or who on such holiday works less than his average ordinary working hours for that day of the week in which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(4) Notwithstanding the provisions of subclause (1) (g), a male employee engaged on shift work on embroidering or pleating machines may be permitted to commence work earlier than 07h45 but not earlier than 06h00, and the second shift worked on any one day may extend beyond 18h00: Provided that an employee on such shift work shall not be required or permitted to work after 22h00.

(5) The provisions of this clause shall not apply to a watchman whose hours of work do not in the aggregate exceed 72 hours per week and whose employer grants him a day off of 24 consecutive hours in respect of every week of employment: Provided that—

- (i) he makes no deductions from the watchman's wage in respect thereof;
- (ii) the employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

10. OORTYD

(1) Ondanks klousule 9 (1) (a), (b) en (c) van hierdie Ooreenkomste, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir hoogstens—

- (a) twee uur op 'n bepaalde dag van Maandag tot en met Vrydag;
- (b) vier uur op 'n Saterdag;
- (c) 10 uur in 'n bepaalde week:

Met dien verstande dat 'n werkgewer nie van 'n vroulike werknemer mag vereis of haar mag toelaat om—

(i) meer as twee uur op 'n dag oortyd te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan so dat die oortyd hoogstens 10 uur in 'n week beloop;

(ii) op meer as drie agtereenvolgende dae oortyd te werk nie;

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

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

(aa) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ab) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(ac) sodanige werknemer 'n toelae van minstens 25c betyds betaal het om die werknemer in staat te stel om 'n ete te bekom voordat sy met die oortydwerk moet begin:

Voorts met dien verstande dat daar nie van 'n werknemer vereis mag word om sonder sy toestemming oortyd te werk nie en hy ook nie ontslaan of in sy diens benadeel mag word omdat hy geweier het om oortyd te werk nie.

(2) Die minimum wat vir oortydwerk betaal moet word, is soos volg:

(a) Teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk of, in die geval van stukwerk, minstens een en 'n half maal die gewone besoldiging vir alle werk gedurende elke uur gedoen: Met dien verstande dat 'n werknemer wat minder as vier uur oortydwerk op 'n Saterdag verrig, betaal moet word as sou hy op daardie dag vier uur oortydwerk verrig het: Voorts met dien verstande dat indien 'n werknemer nalaat of weier om die volle tydperk oortydwerk wat van hom vereis word op 'n Saterdag te verrig, 'n bedrag in verhouding tot die tydperk wat nie deur hom gewerk is nie afgetrek mag word van die besoldiging wat aan hom verskuldig is ten opsigte van sodanige Saterdag;

(b) vir doeleindes van berekening van oortyd, beteken uurloon die weekloon verdeel deur 42.

(3) Ondanks klousule 9 (1) (g), mag daar van 'n werknemer vereis of mag hy toegelaat word om oortydwerk te verrig voor die gewone aanvangstyd van 'n bedryfsinrigting: Met dien verstande dat sodanige oortydwerk nie voor 06h45 mag begin nie.

(4) As 'n werknemer op 'n Sondag werk, moet sy werkgewer hom—

(a) (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, of minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) as hy aldus vir 'n tydperk van langer as vier uur werk, besoldig teen minstens twee maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk of hom besoldig teen minstens twee maal sy gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) minstens een en 'n half maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, en die werknemer daarbenewens binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(5) Indien oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, moet die grondslag wat die gunstigste vir die werknemer is, aanvaar word.

(6) Behoudens klousule 9 (5), is hierdie klousule nie op 'n wag van toepassing nie.

10. OVERTIME

(1) Notwithstanding the provisions of clause 9 (1) (a), (b) and (c) of this Agreement, an employer may require or permit an employee to work overtime for not more than—

(a) two hours on any day from Monday to Friday, inclusive;

(b) four hours on a Saturday;

(c) 10 hours in any one week:

Provided that no employer shall require or permit a female employee to work overtime—

(i) for more than two hours on any day, except that an employee who works a five-day week may work up to four hours on a Saturday: Provided that 10 hours are not exceeded in such week;

(ii) on more than three consecutive days;

(iii) on more than 60 days in any year;

(iv) after completion of her ordinary working hours, for more than one hour on any day unless he has—

(aa) given notice thereof to such employee before mid-day; or

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

(ac) paid such employee an allowance of not less than 25c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence:

Provided further that an employee shall not be required to work overtime without his consent nor shall he be dismissed or adversely affected in his employment by reason of his refusal to work overtime.

(2) Payment for overtime shall be made at the following minimum rates:

(a) At the rate of one and a half times the hourly wage for each hour or part of an hour so worked or, in the case of piece-work, not less than one and a half times the ordinary rate of remuneration for all work done during each hour: Provided that an employee who works overtime for less than four hours on a Saturday shall be paid as if he had on that day worked four hours overtime: Provided further that in the event of any employee failing or refusing to work the full period of overtime required of him on a Saturday, a deduction proportionate to the period not worked may be made from the remuneration due to him in respect of such Saturday;

(b) for the purpose of calculating overtime, the hourly wage shall mean the weekly wage divided by 42.

(3) Notwithstanding the provisions of clause 9 (1) (g), an employee may be required or permitted to work overtime before the normal starting time of an establishment: Provided that such overtime shall not commence earlier than 06h45.

(4) If an employee works on a Sunday his employer shall either pay the employee—

(a) (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

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

(b) at not less than one and a half times his ordinary rate of remuneration in respect of the total period worked on such Sunday and the employer shall in addition grant the employee within seven days of such Sunday one day's leave and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) If overtime calculated on a daily basis differs from that calculated on the weekly basis, the basis more favourable to the employee shall be adopted.

(6) Subject to the provisions of clause 9 (5), the provisions of this clause shall not apply to a watchman.

11. BUITEWERK

Geen werknemer mag buitewerk wat elders verrig moet word as in 'n fabriek soos omskryf in artikel 3 van Hoofstuk 1 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of in 'n werkwinkel wat ingevolge klousule 12 van hierdie Ooreenkoms geregistreer is, uitbestee nie, en hy mag ook nie van 'n werknemer vereis of hom toelaat om werk in die Nywerheid elders te verrig nie as in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, onderhou en beheer word.

12. REGISTRASIE VAN WERKWINKEL

Elke okkupeerder van 'n werkwinkel wat nie ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is nie, moet, indien hy dit nog nie ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree en elkeen wat na daardie datum 'n werkgever word moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige werkwinkel geleë is, die name van die vennote van die onderneming of, as dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris en direkteure. Die Sekretaris van die Raad moet dan aan die okkupeerder van die werkwinkel 'n registrasiesertifikaat uitreik wat hy onderteken het. Die vervaardiging van klere mag nie elders, as in 'n werkwinkel wat ingevolge hierdie klousule of ooreenkoms die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, onderneem word nie.

13. JAARLIKSE VERLOF EN VAKANSIEDAE MET BESOLDIGING

(1) (a) Elke werkgever moet aan sy werknemers verlof met besoldiging vir minstens twee aaneenlopende weke en twee dae toestaan wat gedurende Desember elke jaar moet begin. Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van sy totale besoldiging vir twee weke en twee dae ten opsigte van elke voltooide maand diens by dieselfde werkgever betaal word.

(b) Elke werkgever moet aan 'n wag verlof met besoldiging, vir minstens drie aaneenlopende weke toestaan wat gedurende Desember elke jaar begin. Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof een twaalfde van sy totale besoldiging vir drie weke ten opsigte van elke voltooide maand diens by dieselfde werkgever betaal word: Met dien verstande dat—

(i) sodanige verlof nie mag saamval nie met enige tydperk waarin die werknemer kennis van diensbeëindiging gegee het of gegee is, of militêre diens ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) as 'n openbare vakansiedag in subklousule (7) van hierdie klousule bedoel, binne sodanige verloftydperk val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer voor of op die eerste betaaldag na sy hervatting van werk of op die datum van diensbeëindiging, naamlik die datum wat die vroegste is, ten opsigte van sodanige openbare vakansiedag 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op sodanige openbare vakansiedag sy daaglikse gemiddelde gewone werkkure gewerk het.

(2) By diensbeëindiging moet die werkgever aan die werknemer die bedrag betaal van die verloftoelae wat op die datum van sodanige beëindiging verskuldig en ooreenkomsig subklousule (1) bereken is.

(3) Vir die berekening van die verloftoelae wat ooreenkomsig subklousules (1) en (2) betaalbaar is, word diens vir 'n halfmaand of meer gereken as diens vir 'n volle maand. "Halfmaand" beteken enige tydperk van 15 agtereenvolgende kalenderdae (afgesien daarvan of dit werkdag is of nie).

(4) Die bedrag van die verloftoelae wat ingevolge subklousules (1) en (2) betaalbaar is, moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum met ingang waarvan sy verlof toegestaan word of waarop sy diens beëindig word, na gelang van die geval; en klousule 5 (6) is *mutatis mutandis* van toepassing waar werk op grondslag van stukwerkbesoldiging verrig word.

(5) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomsig subklousule (1); of
- (b) ingevolge die Verdedigingswet, 1957, militêre diens ondergaan, tot 'n maksimum van vier maande; of
- (c) van sy werk afwesig is op las of op versoek van die werkgever; of

11. OUTWORK

No employer shall give outwork to be done except in a factory as defined in section 3 of Chapter 1 of the Factories, Machinery and Building Work Act, 1941, or in a workshop registered in terms of clause 12 of this Agreement, nor shall he require or permit any employee to perform work in the Industry elsewhere than in an establishment provided and equipped, maintained and controlled by the employer.

12. REGISTRATION OF WORKSHOP

Every occupier of a workshop which is not registered in terms of the Factories, Machinery and Building Work Act, 1941, shall, if he has not already done so in terms of a previous agreement of the Council, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date shall, within one month of the date of commencement of operations by him notify the Secretary of the Council, in writing, of the address of the premises in which such workshop is located, the names of the partners of the concern, or if a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the occupier of the workshop a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a workshop registered in terms of this clause or in accordance with the Factories, Machinery and Building Work Act, 1941.

13. ANNUAL PAID LEAVE AND PAID PUBLIC HOLIDAYS

(1) (a) Every employer shall grant his employees paid leave of not less than two consecutive weeks and two days to commence during December in each year. Each employee shall be paid not later than the last working day before the commencement of such leave one twelfth of his total remuneration for two weeks and two days for each completed month of employment with the same employer.

(b) Every employer shall grant to a watchman paid leave of not less than three consecutive weeks to commence during December in each year. Every employee shall be paid not later than the last working day before the commencement of such leave one twelfth of his total remuneration for three weeks for each completed month of employment with the same employer: Provided that—

(i) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing military service in pursuance of the Defence Act, 1957;

(ii) if any public holiday referred to in subclause (7) of this clause falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday not later than the first pay-day following resumption of work or on the date of termination of services, whichever is the earlier, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

(2) Upon termination of employment the employer shall pay to the employee the amount of the leave allowance due as at the date of such termination, calculated as provided in subclause (1).

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purposes of calculating the leave allowance payable in terms of subclauses (1) and (2). "Half a month" shall mean any period of 15 consecutive calendar days (irrespective of working days).

(4) The amount of the leave allowance payable in terms of subclauses (1) and (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his holiday is granted or on which his employment is terminated, as the case may be; and the provisions of clause 5 (6) shall *mutatis mutandis* apply where work is being done on a piece-work basis of remuneration.

(5) Any period during which an employee—

- (a) is on leave in terms of subclause (1); or
- (b) undergoes military service in pursuance of the Defence Act, 1957, up to a maximum of four months; or
- (c) is absent from work on the instructions or at the request of his employer; or

(d) van sy werk afwesig is weens siekte of 'n bevalling; word vir die toepassing van subklousules (1) en (2) geag diens te wees: Met dien verstande dat paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae as die werknemer versuim om, nádat hy daartoe deur die werkgever versoek is, aan die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê waarin gemeld word dat hy weens siekte verhinder is om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende 12 maande diens wat meer as 30 dae beloop.

(6) In hierdie klousule beteken "werkgever" ook—

- (a) in die geval van die dood van 'n werkgever, die eksekuteur van sy boedel of sy erfgenaam of legataris; en
- (b) in die geval van die insolvensie van 'n werkgever of die likwidasië van sy boedel of die oordrag of verkoop van sy sakeonderneming, die trustee of likwidateur of die nuwe eienaar van die sakeonderneming;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in sy diens hou.

(7) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag, Kersdag en Nuwejaardag is vakansiedae met volle betaling: Met dien verstande dat, wanneer 'n werknemer op enigiens van hierdie dae werk, sy werkgever hom minstens sy gewone besoldiging ten opsigte van die totale tydperk op sodanige dag gewerk, moet betaal benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(b) Ingeval enigiens van die openbare vakansiedae in paragraaf (a) van hierdie subklousule bedoel op 'n Saterdag val, moet die werkgever aan elkeen van sy werknemers 'n addisionele bedrag betaal van minstens een vyfde van die werknemer se gewone weeklikse besoldiging.

(8) Daar mag nie gewerk word ná 13h00 op die dag onmiddellik vóór Goeie Vrydag nie, en die werknemers moet die namiddag vry wees en moet vir sodanige namiddag volle besoldiging ontvang vir die ure wat normaalweg op Donderdagnamiddae gewerk word: Met dien verstande dat wanneer daar op so 'n namiddag gewerk word, die werknemers, bo en behalwe hul gewone lone, teen oortydskale betaal moet word vir alle tyd wat ná 13h00 op daardie dag gewerk word: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werknemer wat van die werk afwesig is gedurende die oggendwerktydperk van die dag onmiddellik vóór Goeie Vrydag.

(9) Ingeval of, Republiekdag of Krugerdag op 'n Vrydag val, moet geen werk ná 15h30 op die dag onmiddellik vóór sodanige Vrydag gedoen word nie en die werknemers moet die volle loon ontvang vir die oorblywende ure wat hulle gewoonlik op Donderdagnamiddag werk: Met dien verstande dat waar daar ná 15h30 op so 'n middag gewerk word die werknemers benewens hul gewone lone teen die tariewe vir oortydwerk betaal moet word vir al die tyd wat hulle ná 15h30 op daardie dag gewerk het: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werknemer wat van die werk afwesig is gedurende die oggendwerkperiode van die dag onmiddellik vóór Republiekdag of Krugerdag.

(10) (a) Ondanks enige bepaling in hierdie Ooreenkoms, mag 'n bedryfsinrigting om enige ander rede as korttyd, gedurende enige werktydperk soos ingevolge klousule 9 (1) van hierdie Ooreenkoms gespesifiseer, gesluit word by wyse van 'n onderlinge ooreenkoms tussen die werkgever en minstens 75 persent van die werknemers wat deur sodanige sluiting geraak word.

(b) Wanneer daar as gevolg van die sluiting van 'n bedryfsinrigting by wyse van onderlinge reëling ooreenkomstig paragraaf (a) nie van 'n werknemer vereis word om te werk nie, mag 'n bedrag wat eweredig is aan die ure wat daar nie gewerk is nie, afgetrek word van die bedrae wat ingevolge hierdie Ooreenkoms betaalbaar is.

(11) Vir die toepassing van hierdie klousule word diens geag te begin met ingang van—

- (a) die datum waarop die werknemer by die werkgever in diens tree; of
- (b) die datum waarop die werknemer laas op jaarlikse afwesighedsverlof geregtig geword het; naamlik die jongste datum.

14. DIENSBEEÏNDIGING

(1) Behoudens subklousule (1) (d), moet 'n werknemer een week vooraf skriftelik kennis gee van diensopsegging en moet 'n werkgever insgelyks kennis gee van die beëindiging van die diens van 'n werknemer, en sodanige week kennisgewing

(d) is absent from work owing to illness or confinement; shall be deemed to be employment for the purposes of subclauses (1) and (2): Provided that the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate from a medical practitioner that he was prevented by illness from doing his work or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days.

(6) In this clause the expression "employer" includes—

- (a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and
- (b) in the case of insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

(7) (a) Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day and New Year's Day shall be holidays on full pay: Provided that whenever an employee works on any of these days his employer shall pay him remuneration at a rate of not less than his ordinary remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(b) In the event of any of the public holidays referred to in paragraph (a) of this subclause falling on a Saturday, the employer shall pay to each of his employees an additional amount of not less than one fifth of the employee's ordinary weekly remuneration.

(8) No work shall be performed after 13h00 on the day immediately preceding Good Friday and the employees shall be granted the afternoon off and shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons: Provided that where work is performed on such afternoon the employees shall in addition to their ordinary wages be paid at overtime rates for all time worked after 13h00 on that day: Provided further that the provisions of this subclause shall not apply in respect of an employee who is absent from work during the morning work period of the day immediately preceding Good Friday.

(9) In the event of either Republic Day or Kruger Day falling on a Friday, no work shall be performed after 15h30 on the day immediately preceding such Friday and the employees shall receive full pay in respect of the remaining hours normally worked on Thursday afternoons: Provided that where work is performed after 15h30 on such afternoon the employees shall in addition to their ordinary wages be paid at overtime rates for all time worked after 15h30 on that day: Provided further that the provisions of this subclause shall not apply in respect of an employee who is absent from work during the morning work period of the day immediately preceding Republic Day or Kruger Day.

(10) (a) Notwithstanding anything contained in this Agreement, any establishment may be closed for any reason other than short-time during any period of work specified for the establishment in terms of clause 9 (1) of this Agreement by mutual arrangement between the employer and not less than 75 per cent of the employees affected by such closing.

(b) Whenever an employee is not required to work resultant on the closing of an establishment by mutual arrangement in terms of paragraph (a), a deduction pro rata to the hours not worked may be made from the amounts payable in terms of this Agreement.

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

- (a) the date on which the employee entered the employer's service; or
 - (b) the date on which the employee last became entitled to annual leave of absence;
- whichever may be the later.

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (1) (d), every employee shall be required to give one week's notice, in writing, to terminate his employment and every employer shall be required to give like notice to terminate the services

loop vanaf die eerste dag van die gewone werkweek van die werknemer: Met dien verstande dat hierdie klousule nie van toepassing is nie in die geval van 'n werknemer wat vir 'n proeftydperk van minstens en hoogstens vyf agtereenvolgende werkdag in diens geneem is.

'n Week kennisgewing beteken 'n volle week se werk of 'n volle week se loon in plaas daarvan: Met dien verstande dat hierdie bepaling nie die volgende raak nie:

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

(b) 'n ooreenkoms tussen die werkgever en die werknemer waarin daar voorsiening gemaak word vir 'n langer tydperk van kennisgewing as een week:

Voorts met dien verstande dat—

(c) loon vir en in plaas van die tydperk van kennisgewing soos voorgeskryf of ooreengekom kragtens subklousule (1) (b), deur 'n werkgever aan 'n werknemer betaal en deur die werknemer aan die werkgever betaal of verbeur mag word, na gelang van die geval;

(d) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing mag beëindig.

(2) Ondanks andersluidende bepalings daarin bevat, geld subklousule (1) nie gedurende die eerste vier uur diens van 'n nuwe werknemer nie.

(3) 'n Werknemer wat gedurende die looptyd van 'n kennisgewingstermyn ooreenkomstig subklousule (1), tydelik van werk onthef word, moet sy volle besoldiging vir sodanige werk ontvang.

(4) Geen werkgever mag 'n werknemer ontslaan nie omdat sodanige werknemer van sy werk afwesig is—

(a) weens siekte vir 'n tydperk van hoogstens 60 agtereenvolgende dae, indien die werknemer binne ses agtereenvolgende werkdag nadat hy van die werk weggebly het, 'n mediese sertifikaat waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, aan die werkgever verstrek of laat verstrek het;

(b) met verlof ten opsigte waarvan die werkgever toestemming verleen het.

(5) 'n Werkgever wat minder as 50 werknemers in diens het mag 'n werknemer wat ooreenkomstig subklousule (4) (a) of (b) van sy werk afwesig is, na 'n tydperk van vier weke tydelik vervang: Met dien verstande dat die werknemer nadat hy sy werk in kennis gestel het van sy voorneme om sy werk te hervat, weer in diens geneem moet word na 'n maksimum tydperk van een week vanaf die datum van sodanige kennisgewing.

(6) Die diens van 'n werknemer wat vir 'n tydperk van ses agtereenvolgende werkdag van sy werk af weggebly sonder om sy werkgever skriftelik in kennis te stel van die rede, mag sonder kennisgewing deur die werkgever beëindig word.

(7) Wanneer 'n werkgever die diens van 'n werknemer ooreenkomstig subklousule (5) beëindig, mag daar 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 dienssertifikaat wat die werkgever ingevolge klousule 18 aan die werknemer moet uitreik en van alle lone en ander bedrae wat by sodanige beëindiging aan die werknemer verskuldig is, en sodanige lone en bedrae moet aan die werknemer gestuur word wanneer hy daarom aansoek doen. Hierdie subklousule is *mutatis mutandis* van toepassing op enige diensbeëindiging ooreenkomstig subklousule (1) (a).

(8) 'n Werknemer wat die diens van sy werkgever sonder kennisgewing ooreenkomstig subklousule (1) verlaat, verbeur die loon wat hom toekom maar wat nog nie vir die week waarin sodanige werknemer aldus die diens van sy werkgever verlaat, aan hom betaal is nie.

15. PREMIES

'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgever kragtens wet verplig is om by te dra.

16. GEREEDSKAP

(1) Elke werkgever mag skêre aan sy werknemers verskaf teen die prys wat hy daarvoor betaal het.

(2) Waar die koste van 'n skêr wat aan 'n werknemer verskaf is hoogstens R1.00 beloop, mag die werkgever die koste daarvan van die loon van die betrokke werknemer aftrek in paaiemente van hoogstens 10c per week. Waar die koste van

of an employee, and such week's notice shall take effect from the first day of the usual working week of the employee: Provided that this clause shall not apply in the case of an employee engaged on trial for a period of not less than and not exceeding five consecutive working days.

A week's notice shall mean a full week's work or a full week's pay in lieu of notice: 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 and the employee may pay or forfeit to the employer, as the case may be, wages for and in lieu of the period of notice prescribed or agreed upon in terms of subclause (1) (b);

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

(2) Notwithstanding anything to the contrary contained therein, the provisions of subclause (1) shall not apply during the first four hours of employment of a new employee.

(3) An employee laid off during the currency of any period of notice given in terms of subclause (1), shall receive full pay for such week.

(4) No employer shall dismiss any employee by reason of such employee's absence from work—

(a) through illness for a period of not more than 60 consecutive days, if the employee has furnished or caused to be furnished to the employer within six consecutive working days after absentsing himself from work a medical certificate certifying that such employee is unable to work due to illness;

(b) on leave, the permission of the employer having been obtained.

(5) An employer employing less than 50 employees may after a period of four weeks temporarily replace the services of an employee who is absent from work in terms of subclause (4) (a) or (b): Provided that the employee on notifying his employer of his intention to resume work shall be re-engaged after a maximum period of one week from the date of such notification.

(6) The employment of any employee who absents himself from work for a period of six consecutive working days, without notifying his employer, in writing, of the reason may be terminated by the employer without notice.

(7) Whenever an employer terminates the services of an employee in terms of subclause (5), notice of such termination may be given by notifying the Secretary of the Council, in writing: Any such notification to the Council shall be accompanied by the certificate of service which the employer is required to issue to the employee in terms of clause 18 and any 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).

(8) An employee who leaves the service of his employer without notice in terms of subclause (1) shall forfeit any wages accrued but not yet paid in respect of the week in which the employee so leaves the service of his employer.

15. PREMIUMS

No premiums shall be charges or accepted by an employer for the training of an employee: Provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

16. TOOLS

(1) Every employer may supply scissors to his employees at the price paid therefor by him.

(2) Where the cost of scissors supplied to an employee does not exceed R1 the employer may deduct the cost thereof from the wages of the employee in instalments of not more than 10c per week. Where the cost of scissors

skêre meer as R1 beloop, moet die aftrekkings geskied in paaime te waaroor daar onderling ooreengekom is tussen die werkgewer en sy werknemer. Die werkgewer moet die skêre skerp en ook in ander opsigte in goeie orde hou sonder enige koste vir die werknemer.

17. BESTAANDE KONTRAKTE

Alle bestaande dienskontrakte wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is onderworpe aan hierdie Ooreenkoms.

18. DIENSSERTIFIKATE

(1) Elke werkgewer moet 'n dienssertifikaat gratis aan elkeen van sy werknemers uitreik wanneer sodanige werknemer sodanige werkgewer se diens verlaat. Die werknemer se volle naam, adres, ouderdom, beroep, geslag, weekloon op datum van indiensneming, weekloon op datum van diensbeëindiging, datum van diensaanvaarding, datum van diensverlating, datum van laaste verhoging en die nommer van die sertifikaat wat die werknemer ooreenkomstig subklousule (3) voorgelê het toe hy by sy werkgewer in diens getree het, moet op die sertifikaat gemeld word. Alle sertifikate wat deur 'n werkgewer uitgereik word, moet agtereenvolgens genummer en deur die werkgewer of sy verteenwoordiger onderteken word, en 'n duplikaat van elke sertifikaat moet deur hom bewaar word.

(2) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomstig hierdie klousule uitgereik word, moet aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6000, gestuur word.

(3) Elke werkgewer moet, voordat hy 'n applikant wat om werk aansoek doen, in diens neem, van sodanige applikant vereis om 'n dienssertifikaat te toon wat ooreenkomstig subklousule (1) uitgereik is of 'n sertifikaat wat deur die Sekretaris van die Raad uitgereik is en waarin die ondervinding van die applikant gemeld word, en sodanige sertifikaat moet deur die Sekretaris van die Raad uitgereik word wanneer hy daartoe versoek word. Die werkgewer moet sodanige sertifikaat, tesame met die voorgeskrewe indiensnemingsvorm, wat onderstaande besonderhede bevat, hoogstens een week nadat die applikant begin werk het, aan die Sekretaris van die Raad stuur. Die indiensnemingsvorm moet die volle naam van die werknemer, die naam van die fabriek, die adres van die werknemer, sy beroep, ouderdom, geslag en sy weekloon meld en moet deur die werkgewer onderteken word.

19. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomstig subklousule (1) verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, indien hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen is, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes gestel ooreenkomstig subklousule (2) waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
 - (b) 'n kopie bewaar van elke sertifikaat wat uitgereik word; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.
- (5) Elke werkgewer en werknemer moet die voorwaardes van enige vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

20. FONDSE VAN DIE RAAD

Die fondse van die Raad wat berus by en geadminestreer word deur die Raad, word op die volgende manier verkry:

Twee sent moet elke week deur elke werkgewer afgetrek word van die loon van elkeen van sy werknemers vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word. Die totale bedrag aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgewer bygedra moet word, moet

exceeds R1 the deductions shall be at a rate mutually agreed upon between the employer and his employee. The scissors shall be kept sharpened and otherwise in good order by the employer without cost to the employee.

17. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

18. CERTIFICATES OF SERVICE

(1) Every employer shall issue a certificate of service free of charge to each of this employees at the time when he leaves such employer's service. The certificate shall show the employee's full name, address, age, occupation, sex, rate of pay per week at the time of engagement, rate of pay per week at the time of leaving, date of entering service, date of leaving service, date of last increase, and number of certificate which was produced by the employee in terms of subclause (3) when entering his employment. All certificates issued by each employer shall be numbered consecutively, signed by the employer or his representative, and a duplicate of each certificate shall be retained by him.

(2) A duplicate copy of each certificate issued in terms of this section shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6000.

(3) An employer shall before engaging any applicant for work require such applicant to produce a certificate of service issued in accordance with the provisions of subclause (1) or a certificate issued by the Secretary of the Council specifying the experience the applicant has had, which certificate shall be issued by the Secretary of the Council on request. The employer shall forward to the Secretary of the Council such certificate with the prescribed engagement form containing the undermentioned particulars not later than one week after the applicant has commenced work. The engagement form shall show the full name of the employee, name of factory, address of employee, occupation, age, sex and rate of pay per week, and shall be signed by the employer.

19. EXEMPTIONS

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

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) the conditions subject to which such exemption is granted, and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption 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) subject to which such exemption is granted; and
- (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; and
- (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.

20. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

Two cents shall be deducted every week by each employer from the wages of each of his employees for whom wages have been prescribed in this Agreement. The total amount so deducted together with an equal amount which shall be contributed by the employer shall be forwarded by the latter

deur sodanige werkgewer aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6000, gestuur word en wel voor of op die sewende dag van die maand wat volg op die maand waarop dit betrekking het, en sodanige geldsending moet vergesel gaan van 'n staat in dié vorm wat die Raad van tyd tot tyd voorskryf.

21. WELSYNSFONDS

(1) Die Fonds wat in die lewe geroep is ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 1724 van 21 September 1956, wat bekend staan as die Welsynsfonds van die Klerasienerwerheid (in hierdie klousule die "Fonds" genoem) word hierby voortgesit.

(2) Die oogmerke van die Fonds is om voorsiening te maak vir finansiële bystand vir werknemers wat—

(a) verdienste verloor as gevolg daarvan dat hulle korttyd moet werk ooreenkomstig klousule 6;

(b) verdienste verloor omdat hulle as gevolg van tuberkulose ongeskik vir werk gesertifiseer word;

(c) 'n bril nodig het.

(3) (a) Die werkgewer moet 'n bedrag per week van die loon van elkeen van sy werknemers aftrek en ten opsigte van elke sodanige werknemer 'n bedrag per week bydra ooreenkomstig onderstaande tabelle:

Groep 1.—Werknemers wat 'n loon van hoogstens R19 per week ontvang: 2c per week.

Groep 2.—Werknemers wat 'n loon van meer as R19 per week maar hoogstens R31 per week ontvang: 5c per week.

Groep 3.—Werknemers wat 'n loon van meer as R31 per week ontvang: 7c per week.

Die werkgewer moet die totale bedrag aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6000, stuur en wel voor of op die sewende dag van die maand wat volg op die maand waarop dit betrekking het, en sodanige geldsending moet vergesel gaan van 'n staat in dié vorm wat die Raad van tyd tot tyd voorskryf.

(b) Ondanks paragraaf (a) van hierdie subklousule, moet bydraes tot die Fonds opgeskort word ingeval die reserwes van die Fonds meer as R20 000 beloop: Met dien verstande dat, ingeval die reserwes daal tot minder as R10 000 die bydraes hervat moet word en elke werkgewer sewe dae vooraf skriftelik kennis gegee moet word van die datum met ingang waarvan sodanige bydraes hervat moet word.

(4) 'n Werknemer wat minstens 13 weke in die Nywerheid werksaam en weens korttyd van sy werk afwesig was, is op ondergenoemde bystand geregtig: Met dien verstande dat geen bystand betaal mag word nie aan 'n werknemer wat in 'n bepaalde week die ekwivalent van vier dae se loon verdien afgesien van die getal dae wat sodanige werknemer gedurende daardie week mag werk: Voorts met dien verstande dat 'n werknemer nie vir meer as 36 dae in 'n bepaalde kalenderjaar betaal mag word nie:

(a) 'n Werknemer wat 'n loon van hoogstens R19 per week ontvang: 75c per dag.

(b) 'n Werknemer wat 'n loon van meer as R19 maar hoogstens R31 per week ontvang: R1 per dag.

(c) 'n Werknemer wat 'n loon van meer as R31 per week ontvang: R1,50 per dag.

(5) 'n Werknemer wat 13 weke lid van die Fonds was, is geregtig op finansiële bystand by wyse van tuberkulosebetaling van minstens R4 per kalenderweek vir 'n ononderbroke tydperk van hoogstens agt weke, wat begin op die dag toe die werknemer, wat deur 'n mediese praktisyn as tuberkuloseer gesertifiseer is, in opdrag van dié mediese praktisyn ophou werk het, of vir sodanige korter tydperk as wat die mediese praktisyn nodig ag dat die werknemer van sy werkplek afwesig moet wees weens die feit dat hy tuberkulose opgedoen het: Met dien verstande dat—

(i) 'n werknemer wat gedurende enige week vir 'n tydperk van minder as 'n volle kalenderweek afwesig is, een vyfde van die weeklikse bystand betaal moet word ten opsigte van elke dag van sodanige afwesigheid;

(ii) die Bestuurskomitee na goeddunke die betaling van 'n groter bedrag as R4 per week maar hoogstens R6,64 per week kan magtig, en daarbenewens, na goeddunke en nadat hy hom na behoorlike ondersoek daarvan oortuig het dat die staking van die betaling wat in hierdie subklousule bedoel word vir die betrokke werknemer en/of sy afhanklikes te groot ontbering sal veroorsaak, die betaling van finansiële bystand ingevolge hierdie subklousule kan magtig vir 'n langer tydperk as die agt voorgeskrewe weke.

to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6000, not later than the seventh day of the month following that to which it refers together with a statement in such form as the Council may from time to time prescribe.

21. WELFARE FUND

(1) The Fund established in terms of the Agreement published under Government Notice 1724, dated 21 September 1956, known as the Clothing Industry Welfare Fund (in this clause referred to as the "Fund"), is hereby continued.

(2) The objects of the Fund shall be the provision of financial assistance to employees who—

(a) lose earnings as a result of being on short-time in terms of clause 6;

(b) lose earnings through being certified unfit for work on account of tuberculosis;

(c) require spectacles.

(3) (a) The employer shall deduct from the wages of each employee and shall contribute in respect of each employee an amount per week in accordance with the following tables:

Group 1.—Employees in receipt of a wage not exceeding R19 per week: 2c per week.

Group 2.—Employees in receipt of a wage of more than R19 per week, but not exceeding R31 per week: 5c per week.

Group 3.—Employees in receipt of a wage of more than R31 per week: 7c per week.

The employer shall forward the total amount to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6000 not later than the seventh day of the month following that to which it refers, together with a statement in such form as the Council may from time to time prescribe.

(3) Notwithstanding the provisions of paragraph (a) of this subclause, the contributions to the Fund shall be suspended in the event of the reserves of the Fund exceeding R20 000: Provided that in the event of the reserves falling below R10 000 the contributions shall be resumed and every employer shall be given seven days' notice, in writing, of the date from which such contributions are to be resumed.

(4) An employee who has been employed in the Industry for not less than 13 weeks and who has been absent from work on account of short-time shall be entitled to benefits at the rate reflected below: Provided that no benefits shall be paid to an employee who earns the equivalent of four days' wages in any week irrespective of the number of days such an employee may work during that week: Provided further that an employee shall not be paid in excess of 36 days in any one calendar year:

(a) An employee in receipt of a wage not exceeding R19 per week: 75c per day.

(b) An employee in receipt of a wage of more than R19 per week, but not exceeding R31 per week: R1 per day.

(c) An employee in receipt of a wage of more than R31 per week: R1,50 per day.

(5) An employee who has been a member of the Fund for 13 weeks shall be entitled to financial assistance by way of tuberculosis pay at the rate of not less than R4 per calendar week for a consecutive period of not more than eight weeks commencing on the day the employee, certified to be suffering from tuberculosis by a medical practitioner, ceased work on the instructions of such medical practitioner, or for such lesser period as the medical practitioner may deem it necessary for the employee to remain absent from his place of work due to his contraction of tuberculosis: Provided that—

(i) an employee who during any week is absent for a period of less than a full calendar week shall be paid one fifth of the weekly benefit in respect of each day of such absence;

(ii) the Management Committee may at its discretion authorise the payment of an amount in excess of R4 per week but not exceeding R6,64 per week, and in addition thereto may, at its discretion and after having satisfied itself on due investigation that the cessation of the payment referred to in this subclause would cause undue hardship to the employee concerned and/or his dependants, authorise the payment of financial assistance in terms of this subclause for a period in excess of the period of eight weeks specified.

(6) 'n Werknemer wat 13 weke lid van die Fonds was en wat die Raad daarvan oortuig dat hy weens gebrekkige gesig 'n bril moes kry, moet 'n bedrag van R6 betaal word ter bestryding van die koste daarvan: Met dien verstande dat hoogstens een sodanige betaling gedurende elke siklus van 12 maande gemaak word.

(7) Alle geld wat in die Fonds gestort word, moet gedeponeer word in 'n spesiale rekening wat op naam van die Fonds geopen moet word by 'n bank en/of inrigting wat deur die Raad goedgekeur is. Alle betalings uit die Fonds moet geskied per tjek, getrek op die rekening van die Fonds, en sodanige tjeks moet onderteken word deur twee persone wat behoorlik daartoe deur die Raad gemagtig is.

(8) Alle geld wat die Raad ag meer te wees as wat hy nodig het, mag in 'n bank of geregistreerde bouvereniging op deposito geplaas word: Met dien verstande dat 'n toereikende bedrag in dié likwiede vorm gehou moet word wat die Raad in staat sal stel om sy verpligtings onmiddellik na te kom as daar van hom vereis word om dit te doen.

(9) Die Raad moet 'n openbare rekenmeester aanstel om die rekenings van die Fonds jaarliks, en wel voor of op 31 Maart elke jaar, te ouditeer en 'n staat op te stel wat die volgende toon:

(a) Alle gelde ontvang—

(i) ooreenkomstig subklousule (3) (a) hiervan;

(ii) uit alle ander bronne; en

(b) die uitgawes wat onder alle hoofde aangegaan is gedurende die 12 maande geëindig die vorige 31 Desember, tesame met 'n staat wat die bates en laste van die Fonds toon.

Die geouditeerde state moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Sekretaris van Mannekragbenutting, Pretoria, gestuur word binne drie maande na die sluiting van die tydperk waarop dit betrekking het.

(10) Indien daar te eniger tyd 'n geskil ontstaan omtrent die administrasie van die Fonds, moet die Raad met sodanige geskil ooreenkomstig sy konstitusie handel.

(11) Ingeval hierdie Ooreenkoms verval weens verloop van tyd of om 'n ander rede gestaak word, moet die Fonds nog deur die Raad geadminestreer word totdat sodanige Fonds gelikwiede is of totdat dit oorgedra is na 'n fonds wat behoorlik ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is: Met dien verstande dat die Fonds gelikwiede moet word tensy 'n ooreenkoms wat vir die voortsetting van die Fonds of vir die oordrag van die geld daarvan voorsiening maak soos voornoem, binne een jaar vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(12) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet 'n komitee wat bestaan uit die lede van die Raad op die datum waarop die Raad ophou om te funksioneer, of ontbind word voortgaan om die Fonds te administreer: Met dien verstande egter dat enige vakature in die Komitee deur die Registrateur gevul mag word uit dié geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewervertwoordigers en die getal werknemervertwoordigers en hul plaasvervangers in die Komitee ewe groot is. Indien sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom 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 uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee. Indien daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds deur die Komitee of deur dié trustees, na gelang van die geval, gelikwiede word op die manier voorgeskryf in subklousule (11), en indien die sake van die Raad by sodanige verstryking alreeds gelikwiede en sy bates verdeel is, moet die saldó van hierdie Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(13) By die likwidering van die Fonds ooreenkomstig subklousule (11), moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie en likwidasielaste, betaal is, in die fondse van die Raad gestort word.

(14) Alle koste verbonde aan die administrasie en likwidasie van die Fonds, moet teen die Fonds in rekening gebring word.

(6) An employee who has been a member of the Fund for 13 weeks and who satisfies the Council that because of defective eyesight he has had to obtain spectacles, shall be paid an amount of R6 towards the cost thereof: Provided that not more than one such payment shall be made during each cycle of 12 months.

(7) All moneys paid into the Fund shall be deposited in a special account to be opened in the name of the Fund at a bank and/or institution approved by the Council. All payments from the Fund shall be by cheque on the Fund's accounts and such cheques shall be signed by two persons duly authorised thereto by the Council.

(8) Any moneys regarded by the Council as being surplus to its requirements may be placed on deposit with a bank or registered building society: Provided that sufficient money is kept in such liquid form as will enable the Council to meet its liabilities immediately it is called upon to do so.

(9) A public accountant shall be appointed by the Council to audit the accounts of the Fund annually and not later than 31 March in each year, and to prepare a statement showing—

(a) all moneys received—

(i) in terms of subclause (3) (a) hereof;

(ii) from any other source; and

(b) expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a statement showing the assets and liabilities of the Fund.

The audited statements shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Manpower Utilisation, Pretoria, within three months after the close of the period covered thereby.

(10) Should at any time a dispute arise in regard to the administration of the Fund, such dispute shall be dealt with by the Council in terms of its constitution.

(11) In the event of the expiry of this Agreement through effluxion of time or cessation or through any other cause, the Fund shall continue to be administered by the Council until such Fund shall be liquidated or transferred to a fund duly constituted for the same purpose for which the original Fund was created: Provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within one year of the date of expiry of this Agreement.

(12) 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 continue to be administered by a committee consisting of the members of the Council at the date on which the Council ceases to function or is dissolved: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (11) and if upon such expiry 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.

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

(14) All costs of administration and liquidation of the Fund shall be a charge upon the Fund.

22. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in 'n vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting vertoon in 'n opvallende plek wat gereedelik toeganklik is vir al sy werknemers.

23. ORGANISASIE VAN WERKNEMERS

Elke werkgewer moet, mits daar 24 uur vooraf skriftelik kennis aan die werkgewer of sy verteenwoordiger gegee is, enige persone wat deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting gedurende die etensuur te betree met die doel om—

- (a) werknemers oor sake van die vakvereniging te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en te versprei;
- (d) die bydraes van lede tot die vakvereniging in te vader.

24. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERSORGANISASIE

Geen lid van die vakvereniging mag diens aanvaar by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie, en geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem wat nie lid van die vakvereniging is nie: Met dien verstande dat hierdie klousule nie van toepassing is nie op—

- (a) bestuurders, voorvroue, voormanne of toesighouers;
- (b) ontwerpers, arbeiders of werknemers vir wie lone nie spesifiek in hierdie Ooreenkoms voorgeskryf word nie; of
- (c) werkgewers of werknemers wat, na die mening van die Raad, sonder grondige rede lidmaatskap geweier is:

Voorts met dien verstande dat hierdie klousule nie van toepassing is nie op die indiensneming in die Nywerheid van 'n werknemer wat, na die mening van die Minister, grondige rede het om te weier om lid te word of lid te bly van die vakvereniging: Voorts met dien verstande dat hierdie bepaling nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing is nie: Met dien verstande dat, as 'n immigrant te eniger tyd na sy eerste drie maande diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

25. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir sy doel nodig mag wees.

26. INDIENSNEMING VAN JEUGDIGES

Geen persoon onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

27. VERSEKERING VAN LONE IN GEVAL VAN BRAND

Elke werkgewer moet binne vier weke na die datum van publikasie van hierdie Ooreenkoms 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem wat voorsiening moet maak vir die betaling, aan alle werknemers van die werkgewer wat weens brand sonder werk is, van die bedrag van twee weke se loon: Met dien verstande dat indien die stopsetting van die werk korter as twee weke duur, 'n pro rata-bedrag betaal mag word. Indien dit nie vir die werkgewer moontlik is om so 'n versekeringspolis te verkry nie, moet hy by die Raad 'n bedrag deponeer wat gelyk is aan die lone, vir twee weke, van alle werknemers in die bedryfsinrigting op die datum waarop hierdie Ooreenkoms in werking tree, en die Raad moet sodanige bedrag in 'n spesiale trustbeleggingsrekening hou totdat dit vir so 'n betaling aan die werknemer nodig is. Enige verandering in die bedrag wat die Raad hou, moet aangebring word binne twee weke vanaf die datum van 'n vermeerdering of vermindering, na gelang van die geval, van die getal werknemers wat by die werkgewer in diens is.

28. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan 'n werknemer wat weens ongeskiktheid van sy werk afwesig is siekteverlof met volle betaling toestaan van altesaam—

- (a) 20 werkdag in die geval van 'n werknemer wat vyf dae per week werk; of

22. EXHIBITION OF AGREEMENT

Every employer shall cause a legible copy of this Agreement in both official languages and in a form prescribed in the regulations under the Act to be exhibited in his establishment in a conspicuous position easily accessible to all his employees.

23. ORGANISATION OF EMPLOYEES

Every employer shall, provided that 24 hours' notice has been given to the employer or his representative, in writing, permit any person or persons authorised by the trade union and by the Council to enter his establishment during the lunch interval for the purpose of—

- (a) interviewing 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;

24. TRADE UNION AND EMPLOYERS' ORGANISATION MEMBERSHIP

No member of the trade union shall accept employment with any employer who is not a member of the employers' organisation and no member of the employers' organisation shall give employment to any employee who is not a member of the trade union: Provided that this shall not apply to—

- (a) managers, forewomen, foremen or supervisors;
- (b) designers, labourers or employees for whom wages are not specifically prescribed in this Agreement; or
- (c) employers or employees to whom, in the opinion of the Council, membership has been refused without reasonable cause:

Provided further that this clause shall not apply to the employment in the Industry of any employee, who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union: Provided further that this shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after his first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

25. AGENTS

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

26. EMPLOYMENT OF JUVENILES

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

27. INSURANCE OF WAGES IN THE CASE OF FIRE

Every employer shall within four weeks of the date of publication of this Agreement take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer who are deprived of work, through fire, of the amount of two weeks' wages: Provided that, should the stoppage of work be for a period of less than two weeks, a pro rata payment may be made. Should it not be possible for the employer to obtain such a policy of insurance, he shall deposit with the Council an amount equal to two weeks' wages of all employees in the establishment at the date of coming into operation of this Agreement which the Council shall retain in a special trust investments account until required for a like payment to employees. Any adjustment to the amount held by the Council shall be made within two weeks from the date of an increase or decrease, as the case may be, in the total number of employees employed by the employer.

28. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to an employee who is absent from work through incapacity, sick leave on full pay amounting to—

- (a) 20 working days in the case of an employee who works a five-day week; or

(b) 24 werkdag in die geval van 'n werknemer wat ses dae per week werk;

gedurende 'n bepaalde diensjaar: Met dien verstande dat die werkgewer van die werknemer kan vereis om aan hom 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur aangedui word van elke tydperk van afwesigheid van langer as twee agtereenvolgende dae waarvoor betaling geëis word.

(2) Subklousule (1) is nie van toepassing nie waar die werkgewer en sy werknemers deelneem in 'n siekte- of ander fonds waarvolgens die werknemers geregtig is op siektebystand wat na die mening van die Raad altesaam minstens gelyk is aan dié in subklousule (1) bedoel.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "diens" dieselfde as in klousule 13 (5).

(4) "Ongeskiktheid" beteken onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat die gevolg is van 'n ongeluk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsvoordele ingevolge daardie Wet betaalbaar is nie.

Namens die partye op hede die 28ste dag van Mei 1979 te Port Elizabeth onderteken.

G. HELLIWELL, Voorsitter van die Raad.

Mev. C. M. S. GELVAN, Sekretaris, Garment Workers' Union.

M. E. HOPPE, Sekretaris van die Raad.

No. R. 2006

14 September 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KLERASIENYWERHEID, OOSTELIKE PROVINSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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 Klerasienywerheid, gepubliseer by Goewermentskennisgewing R. 2005 van 14 September 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, 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 Mannekragbenutting.

No. R. 2032

14 September 1979

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, OOSTELIKE PROVINSIE. — HERNUWING VAN VOORSORGFONDS-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings R. 691 van 26 April 1974 en R. 1533 van 27 Augustus 1976 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

(b) 24 working days in the case of an employee who works a six-day week;

in the aggregate during any one year of employment: Provided that the employer may require the employee to provide him with a certificate signed by a registered medical practitioner showing the nature and duration of each period of absence covering more than two consecutive days for which payment is claimed.

(2) The provisions of subclause (1) shall not apply where the employer and his employees participate in a sick or other fund which entitles the employees to receive sick pay which in the opinion of the Council amount in the aggregate to not less than that provided in subclause (1).

(3) For the purposes of this clause, the term "employment" shall have the same meaning as in clause 13 (5).

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

This Agreement signed at Port Elizabeth on behalf of the parties, this 28th day of May 1979.

G. HELLIWELL, Chairman of the Council.

Mrs C. M. S. GELVAN, Secretary of the Garment Workers' Union.

M. E. HOPPE, Secretary of the Council.

No. R. 2006

14 September 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CLOTHING INDUSTRY, EASTERN PROVINCE

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice R. 2005 of 14 September 1979, 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 Manpower Utilisation.

No. R. 2032

14 September 1979

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, EASTERN PROVINCE.—RENEWAL OF PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 691 of 26 April 1974 and R. 1533 of 27 August 1976 to be effective from the date of publication of this notice and for the period ending 30 June 1982.

S. P. BOTHA, Minister of Manpower Utilisation.

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