



Government Gazette

Buitengewone

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

Price 10c Prys
Overseas 15c Oorsee
POST FREE—POSVRY

(REGULATION GAZETTE No. 489)

(REGULASIEKOERANT No. 489)

VOL. 16.]

CAPE TOWN, 14th MAY, 1965.
KAAPSTAD, 14 MEI 1965.

[No. 1110.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.688.]

[14th May, 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, CAPE.

MAIN AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, upon the employers' organizations and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organizations or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2, 5 (4) (h), 14 (3), 24, 27 and 28, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, 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 Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West and Worcester;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West and Worcester and from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, the provisions of the Agreement, excluding those contained in clauses 2, 5 (4) (h), 14 (3), 23, 24, 27 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.688.]

[14 Mei, 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, KAAP.

HOOFOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 (4) (h), 14 (3), 24, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 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 landdrostdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes en Worcester;
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 (4) (h), 14 (3), 23, 24, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, in die landdrostdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes en Worcester *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en

(d) in terms of sub-section (7) of section *forty-eight* of the said Act, declare that the provisions of clause 28 of the Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, upon such principals or contractors as are referred to in the said clause and upon persons to whom work is given out on contract by such principals or contractors in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West and Worcester.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the—
Cape Clothing Manufacturers' Association;
Cape Knitting Industry Association
(hereinafter referred to as "the employers" or "the employers' organization") of the one part, and the
Garment Workers' Union of the Western Province
(hereinafter referred to as "the employees" or "the Trade Union") of the other part, being parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West and Worcester by the employers and employees in the Clothing Industry; provided that for the purpose of this clause the expression "Clothing Industry" shall not include the "Knitting Division" or the "Ladies' Hosiery Division" as hereinafter defined.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section *forty-eight* of the Act, and shall remain in force until the 12th December, 1966, or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"Wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 9;

"Belt-boy" means an employee engaged in mending broken machine belts and/or assisting the establishment's Mechanic;

"Assistant Despatch Packer" means an employee who assists the Despatch Packer in the performance of his duties and who may in addition be required to load or unload vehicles and/or deliver goods and act as a guard on the vehicle;

"Boiler Attendant" means an employee engaged in firing a boiler and maintaining the water level and steam pressure;

"Clerical employee" means an employee—

(i) employed in the calculation, recording and payment of wages including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;

(ii) employed in the writing, typing or filing of correspondence;

(iii) employed in bookkeeping, including accounting machine operators, cost and statistical clerks, operators of calculating machines;

(iv) employed in dealing with records required in terms of the Agreement, i.e. maintaining of factory record cards, employees' blue service cards, time sheets, X-ray examinations and Provident Fund records;

(d) kragtens subartikel (7) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van klousule 28 van die Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousule en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes en Worcester.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

OOREENKOMS

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

Cape Clothing Manufacturers' Association;
Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes en Worcester nagekom word deur die werkgewers en die werknemers in die Klerasiennywerheid; met dien verstande dat, vir die toepassing van hierdie klousule, die uitdrukking „Klerasiennywerheid" nie ook die „Brei-afdeling" of die „Dameskousafdeling", soos hieronder omskryf, omvat nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag tot 12 Desember 1966 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike geslag; voorts, tensy onbestaanbaar met die sinsverband, beteken:

„Wet" die Wet op Nywerheidsversoenig 1956;

„Loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 9 voorgeskryf;

„Dryfbandhersteller" 'n werknemer wat gebreke masjiendryfbande herstel en/of die bedryfsinrigting se werktuigkundige behulpsaam is;

„Assistent-versendingsverpakker" 'n werknemer wat die versendingsverpakker help by die uitvoering van sy pligte en van wie daar ook vereis mag word om voertuie op of af te laai en/of goedere af te lewer en as wag op die voertuig op te tree;

„Ketelbediener" 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk in stand hou;

„Klerk" 'n werknemer wat—

(i) in diens geneem is om lone te bereken, aan te teken, en te betaal, en ook die operateur van rekenmasjiene en ander meganiese hulpmiddels en die persoon wat aansporingsbonusbetalings uit die fabrieksregisters bereken, maar uitgesonderd 'n persoon wat betaalkoeverte met die hand of 'n masjien uitskryf;

(ii) in diens geneem is om skryf-, tik- of lianseerwerk in verband met korrespondensie te doen;

(iii) in diens geneem is om boek te hou, en ook 'n rekenmasjienediener, kosteberekenings- en statistiekklerk en die bediener van 'n rekenmasjien;

(iv) in diens geneem is om te werk met die registers wat ingevolge die Ooreenkoms vereis word, d.w.s. om fabrieksregisterkaarte, werknemers se blou dienskaarte, tydstate, X-straalondersoek- en Voorsorgsfondsregisters by te hou;

- (v) employed as a shipping clerk;
- (vi) employed as an invoice clerk;
- (vii) employed as a mannequin;
- (viii) employed as a cashier or telephone operator;
- (ix) employed in the keeping of main stock records;
- (x) who is responsible for receipt and/or despatch of goods; in an establishment, or in any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on.

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

- (a) the making of all classes of men's and boys' tweed and linen hats, caps, and all classes of outer and under garments (including knitted garments) for day or night-wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other night-wear; and
- (b) the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

"Clothing Section" means—

- (a) that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;
- (b) the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities; but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

"Knitting Section" means that section in which employers and employees are associated for the knitting of fabric and/or hosiery and/or garments knitted on circular, flat or fully fashioned machinery, and shall include the making up of garments from knitted fabric in the establishment in which the said fabric was knitted.

"Clicker" means an employee who cuts parts of garments from dies using a mechanical or hydraulic press.

"Conveyor" means any type of moving mechanical apparatus, which feeds work to employees engaged in sectional operations

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

"Cutter" means an employee engaged in one or more of the following operations:

- (a) Chalking or marking in the outlines of garments or "lays" of garments from patterns;
- (b) Cutting out garments or lay-ups of garments by electric, hand or band-knife or by shears;
- (c) Cutting of sample garments;
- (d) Cutting of knitted garments from lays;
- (e) Shaping of panties and vests by shears;
- (f) Cutting of gussets by machine.

"Dealer" or "General Dealer" means a person holding a licence under item 11 of the Second Schedule of the Licences Consolidation Act.

"Despatch Packer" means an employee who is wholly or mainly engaged in making up parcels or bales in readiness for transport or delivery.

"Errand Boy" means an employee under the age of 21 years who delivers letters, messages and parcels outside the factory on foot or by means of a bicycle, tricycle or hand-propelled vehicle.

"Establishment" means any place in which the Clothing Industry is carried on.

"Experience" means—

- (i) in relation to—
 - (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience was gained;
 - (b) a traveller, the total period or periods of employment which such employee has had as a traveller, in the Clothing Industry and/or Knitting Division;
- (ii) in relation to employees other than clerical, travellers, labourers, belt-boys, mechanics, boiler attendants, drivers, despatch packers, watchmen, messengers, errand boys and tea-girls—

- (v) in diens geneem is as 'n verskeppingsklerk;
- (vi) in diens geneem is as 'n faktuurklerk;
- (vii) in diens geneem is as 'n mannekyn;
- (viii) in diens geneem is as 'n kassier of telefonis;
- (ix) in diens geneem is om die hoofvoorraadregisters te hou;
- (x) verantwoordelik is vir die ontvangs en/of versending van goedere in 'n bedryfsinrigting of in 'n ander perseel wat deel mag uitmaak van of wat grens of verbonde is aan die bedryfsinrigting waarin die werksaamhede van die werkgever uitgeoefen word;

„Klerasiennywerheid" of „Nywerheid", wat uit die klerasie-, brei- en hempseksie bestaan, ook die volgende—

- (a) die vervaardiging van alle soorte mans- en seunshoede en pette van tweed en linne en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke) vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, serpe, lappordels en gedeeltes van kledingstukke, slaapklere en ander nagklere; en
- (b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke by die grootmaat soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike owerheid, maar uitgesonderd die vervaardiging van hoede of jasse en kostuums vir dames en meisies of enige ander boklere wat vir individuele persone volgens maat gemaak word;

„Klerasieseksie"—

- (a) daardie seksie van die Klerasiennywerheid waarin alle soorte mans- en seunshoede en -pette van tweed en linne en alle soorte bo- en onderklere gemaak word;
- (b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke by die grootmaat soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of 'n plaaslike owerheid; maar uitgesonderd hemde, boordjies, dasse, slaapklere en ander nagklere, hoede en die vervaardiging van jasse en kostuums vir dames of meisies of enige ander boklere wat volgens die maat van individuele persone gemaak word;

„Breiseksie" daardie seksie waarin werkgevers en werknemers met mekaar geassosieer is met die doel om kledingstof en/of kouse en/of kledingstukke op ronde, plat of ten volle gefatsoeneerde masjinerie te brei en ook die maak van kledingstukke uit gebreide stowwe in die bedryfsinrigting waarin genoemde kledingstof gebrei is;

„Perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel sny en 'n meganiese of hidrouliese pers daarvoor gebruik;

„Vervoertoestel" enige soort bewegende meganiese toestel wat die werk aanvoer na werknemers wat die werksaamhede daaraan stuksgewys verrig;

„Raad" die Nywerheidsraad vir die Klerasiennywerheid (Kaap) wat ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en gaag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

„Snyer" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

- (a) die buitelyne van kledingstukke of lae kledingstukke met kryt of op 'n ander manier afmerk met behulp van patrone;
- (b) kledingstukke of lae kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr uitsny;
- (c) monsterkledingstukke sny;
- (d) gebreide kledingstukke uit lae sny;
- (e) damesbroekies en -frokies met 'n skêr fatsoeneer;
- (f) insetsels met 'n masjiën sny;

„Handelaar" of „algemene handelaar" 'n persoon wat 'n lisensie ooreenkomstig Item 11 van die Tweede Bylae van die Licenties Konsolidatiewet hou;

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

„Bode" 'n werknemer onder die leeftyd van 21 jaar wat briewe, boodskappe en pakkette te voet of met behulp van 'n fiets, driewiel of handvoertuig buite die fabriek aflewer;

„Bedryfsinrigting" 'n plek waarin die Klerasiennywerheid beoefen word;

„Ondervinding"—

- (i) in verband met—
 - (a) 'n klerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n klerk gehad het, afgesien van die bedryf waarin sodanige ondervinding opgedoen is;
 - (b) „Handelsreisiger" die totale tydperk of tydperke diens wat sodanige werknemer as 'n handelsreisiger gehad het in die Klerasiennywerheid en/of Brei-afdeling;
- (ii) in verband met ander werknemers as klerke, handelsreisigers, arbeiders, dryfbandherstellers, werktuigkundiges, ketelbedieners, drywers, versendingsverpakkers, wagte, bodes, boodskappers en teemaaksters—

- (a) the total period or periods of employment of an employee in any branch of the Clothing Industry, in any capacity other than that of a clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, driver of a vehicle, despatch packer, caretaker (or watchman);
- (iii) in relation to a belt-boy, an errand boy and/or messenger and a tea-girl—
- (a) the total period or periods of employment which such employee has had as a belt-boy, errand boy and/or messenger and tea-girl, as the case may be in the Clothing Industry and/or Knitting Division;
- (iv) where retail or private tailors or retail or private dress-makers seek employment in the Clothing Industry in a capacity other than clerk, traveller, labourer, mechanic, belt-boy, messenger, or errand boy, boiler attendant, tea-girl, despatch packer, driver of a vehicle, caretaker (or watchman), their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;
- (v) where ironers and/or folders and/or operators of a Hoffman Press who have been employed in the laundry trade seek employment as ironers and/or folders, and/or pressers in the Clothing Industry their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;
- (vi) where employees, who have been employed in the Knitting Division seek employment in the Clothing Section in any of the occupations listed below, their total experience in such occupations shall be reckoned for the purpose of calculating the minimum wage at which they may commence service:
- (i) Assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
 - (ii) Assistant to Mechanic;
 - (iii) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
 - (iv) Cleaning, i.e. cutting or trimming off loose ends of cotton left on garments by previous operators;
 - (v) Conveyor-Feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;
 - (vi) Cutting of bias binding;
 - (vii) Cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
 - (viii) Cutting of traveller's swatches;
 - (ix) Examining of cut and/or uncut parts of lays;
 - (x) Female employees not elsewhere specified;
 - (xi) Folding garments;
 - (xii) Folders and Turners: stamping and/or transferring by hand or machine;
 - (xiii) Ironing and Folding or Ironing, Folding and pinning garments;
 - (xiv) Line Feeders;
 - (xv) Machinist, i.e. an employee who performs any operation by sewing machine;
 - (xvi) Male employees not elsewhere specified;
 - (xvii) Marking the position of pockets, buttons or button-holes, cutting the mouth of hip pockets;
 - (xviii) Mechanic;
 - (xix) Mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
 - (xx) Operator of Shrinking Press or Machine;
 - (xxi) Operating a Zip Machine;
 - (xxii) Packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;
 - (xxiii) Passer, i.e. an employee who examines parts of or the finished garments for flaws;
 - (xxiv) Plain-sewing, i.e. performing by hand one or more of the following operations:
Felling crutch lining in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on brides by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings;
- (a) die totale tydperk of tydperke diens wat 'n werknemer in enige vertakking van die Klerasiennywerheid gehad het in enige ander hoedanigheid as dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, drywer van 'n voertuig, versendingsverpakker, oppasser (of wag);
- (iii) in verband met 'n dryfbandhersteller, bode en/of boodskapper en teemaakster—
- (a) die totale tydperk of tydperke diens wat sodanige werknemer gehad het as 'n dryfbandhersteller, bode en/of boodskapper en teemaakster, na gelang van die geval, in die Klerasiennywerheid en/of Brei-afdeling;
- (iv) dat, in gevalle waar kleinhandel- of private snyers of kleinhandel- of private kleremakers in die Klerasiennywerheid werk soek in enige ander hoedanigheid as dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, versendingsverpakker, drywer van 'n voertuig, opsigter (of wag), hul totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;
- (v) dat, waar strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die wasserybedryf werksaam was, in die Klerasiennywerheid werk soek as strykers en/of opvouers en/of persers, hul totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;
- (vi) dat, waar werknemers wat in die Brei-afdeling werksaam was, in die Klerasienseksie werk soek in enigiene van die beroepe gemeld in die lys hieronder, hul totale ondervinding in sodanige beroepe moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar:
- (i) Dose immekearsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
 - (ii) assistent vir werktuigkundige;
 - (iii) spoel opdraai, d.w.s. spoel met 'n spoelopdraai-toestel opdraai;
 - (iv) skoonmaak, d.w.s. los entjies garing wat deur vorige werkers aan kledingstukke gelaat is, afsny of afknip;
 - (v) voerder van 'n vervoertoestel, d.w.s. 'n werknemer wat daarvoor verantwoordelik is om voorbereide dele van kledingstukke in 'n vervoertoestel te voer vir verdere werksaamhede en wat deur een of meer sorteerdere bygestaan mag word;
 - (vi) skuinsomboorsel sny;
 - (vii) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek en patroonpassing van materiaal;
 - (viii) monsterboekies vir handelsreisigers sny;
 - (ix) gesnyde en/of ongesnyde gedeeltes van lae ondersoek;
 - (x) vroulike werknemers nie elders gemeld nie;
 - (xi) kledingstukke opvou;
 - (xii) opvouers en omdraaiers: stempel of kalkeer met die hand of 'n masjien;
 - (xiii) kledingstukke stryk en opvou of stryk, opvou en vasspeld;
 - (xiv) lynvoerders;
 - (xv) masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;
 - (xvi) manlike werknemers nie elders gemeld nie;
 - (xvii) die posisie van sakke, knope of knoopsgate merk, die bek van agtersakke sny;
 - (xviii) werktuigkundige;
 - (xix) herstelwerk, d.w.s. die ondersoek van gebreide kledingstukke om defekte te ontdek en die verhelping van sodanige defekte;
 - (xx) bediener van 'n krimppers of masjien;
 - (xxi) bediening van 'n ritssluitpers;
 - (xxii) verpakker, d.w.s. die verpakking van kledingstukke in dose of ander geskikte omslae of die bymeekaarmaak van kledingstukke in bondels voordat dit na die versendingsafdeling gestuur word;
 - (xxiii) nasiener, d.w.s. 'n werknemer wat gedeeltes van 'n kledingstuk of die afgewerkte kledingstukke ondersoek met die doel om gebreke te ontdek;
 - (xxiv) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:
Soomafwerking van mikvoerings in broeke; soomafwerking van sitvlakke; permanente omslae vaswerk; soomafwerking van lyfbandvoerings of gedeeltes daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerkies verrig; soomafwerking van krae of armsgate van onderbaadjies; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en verskillende bykomstige naaiwerkies verrig; soomafwerking van die onderente van voerings of nate daarvan wat alreeds in posisie vasgeryg is; soomafwerking van omboorsels; hanglissies maak

making and sewing on hangers; fastening facings inside already basted into position; making canvasses.

- (xxv) Pressing off finished garments by hand or machine;
- (xxvi) Sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;
- (xxvii) Sorting, i.e. sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
- (xxviii) Stamper, i.e. stamping sizes and/or identifying work numbers on garments or parts of garments;
- (xxix) Trimming of collars or cuffs by knife, scissors or contour machine;
- (xxx) Writing of labels.

and subject to the provisions of clause 4 (4) of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated.

"Foreman" or "Male Supervisor" or "Forewoman" or "Female Supervisor" means an employee who carries the responsibility for the correct and efficient execution of the work entrusted to his or her care in a factory or a department of a factory.

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

- (1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;
- (2) Passer, i.e. an employee who examines the finished-off garment for flaws;
- (3) Pressing off finished garments by hand or machine;
- (4) Fitter-Up, i.e. an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outsides and insides together accurately so that the parts may go forward to the machine to be put together correctly;
- (5) Baster including Outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (6) Shaping designs of lapels and collars of coats preparatory to underbasting;
- (7) Cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;
- (8) Copying of master patterns (excluding the construction thereof) in pleating process;
- (9) Mechanic;
- (10) Setting automatic pleating machine and shall include a male employee not elsewhere specified in this Agreement.

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

- (1) Putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;
- (2) Putting prepared formers in steambox and taking them out again in hand or loom pleating process;
- (3) Taking material out of looms in hand or loom pleating process;
- (4) Guiding material with paper through automatic pleating machine;
- (5) Powdering lays from perforated master lays and perforating lays with a tracing wheel;
- (6) Assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
- (7) Assistant to Mechanic;
- (8) Cutting of bias binding;
- (9) Underpressing of men's and boys' melton and linen caps;
- (10) Operating a shrinking press;
- (11) Cutting of travellers' swatches;
- (12) Ironing fly-linings;
- (13) Retracing master lays;
- (14) Putting fasteners on caps;
- (15) Label Printing.

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

- (1) Machinist, i.e. an employee who performs any operation by sewing machine;

en aanwerk; oplegels wat reeds in posisie vasgeryg is, binne vaswerk; seidoekvoerings maak;

- (xxv) klaargemaakte kledingstukke met die hand of met 'n masjien pers;
- (xxvi) skuinssnywerk, d.w.s. die fatsoen van die krae afmerk of regsnij as voorbereiding vir ander werksaamhede;
- (xxvii) sorteerwerk, d.w.s. sorteerwerk in verband met verskillende werksaamhede of die sorteer en losryg van afvalstukke kouse voordat dit weer opgedraai word;
- (xxviii) stempelwerker, d.w.s. groottes en/of identifiserende werknommers op kledingstukke of gedeeltes van kledingstukke afstempel;
- (xxix) boordjies of mansjette met 'n mes, 'n skêr of 'n kontoermasjien afwerk;
- (xxx) etikette uitskryf;

en elke dienskontrak word, behoudens die bepalings van klousule 4 (4) van hierdie Ooreenkoms, geag aaneenlopend te wees vanaf die datum waarop die werknemer by die werkgewer in diens getree het tot die datum waarop sodanige diens wettiglik beëindig word;

„Voorman" of „opsigter" of „voortvrou" of „opsigster" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan hom of haar toevertrou is in 'n fabriek of 'n afdeling van 'n fabriek;

„Graad I-werknemer, man," 'n manlike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:

- (1) Masjienwerker, d.w.s. 'n werknemer wat met 'n naaimasjien enige werksaamheid in verband met die maak van klere verrig;
- (2) nasiener, d.w.s. 'n werknemer wat die afgewerkte kledingstuk ondersoek met die doel om gebreke te ontdek;
- (3) afgewerkte kledingstukke met die hand of met 'n masjien stryk;
- (4) pasmaker, d.w.s. 'n werknemer wat die buitekant van kledingstukke en die uitgesnyde voerings (opmaaksels) by mekaar laat pas sodat dié dele na die masjien kan gaan om reg aanmekeargewerk te word;
- (5) ryger, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding van ander werksaamhede in posisie geplaas word, en/of binnerygwerk, d.w.s. die voerings van baadjies in posisie vaswerk ter voorbereiding van die aanmekaarwerk van die kantsome;
- (6) ontwerpe van lapelle en krae van baadjies fatsoeneer voordat die voering vasgeryg word;
- (7) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek en patroonaanpassing van materiaal;
- (8) Kopiëring van moederpatrone (uitgesonderd die konstruksie daarvan) en die plooiproses;
- (9) werktuigkundige;
- (10) 'n outomatiese plooiemasjien stel, en ook 'n manlike werknemer wat nie elders in hierdie Ooreenkoms gemeld word nie;

„Graad II-werknemer, man," 'n manlike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:

- (1) Materiaal tussen twee papierbome (vormers) plaas en voorberei vir stoomkas in hand- of boomplooiproses;
- (2) voorbereide vormers in stoomkas plaas en hulle weer uitneem in hand- of boomplooiproses;
- (3) materiaal van bome verwyder in hand- of boomplooi-proses;
- (4) materiaal deur middel van papier lei deur outomatiese plooiemasjien;
- (5) poeier op lae strooi deur middel van geperforeerde moederlae en lae met 'n kopieerwiel perforeer;
- (6) dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
- (7) assistent vir werktuigkundige;
- (8) skuinsomboorsel sny;
- (9) melton- en linnepette vir mans en seuns onderpers;
- (10) 'n krimpers bedien;
- (11) monsterboekies vir handelsreisigers sny;
- (12) gelpvoerings stryk;
- (13) moederlae weer natrek;
- (14) knippe aan pette heg;
- (15) etikette druk.

„Graad I-werknemer, vrou," 'n vroulike werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:

- (1) Masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;

- (2) Baster, including Outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (3) Shaping designs of lapels and collars of coats preparatory to underbasting;
- (4) Finisher, i.e. an employee who performs one or more of the following operations by hand: Putting pads or wadding into shoulders of coat; fastening or "serging" sleeve-heads; wadding sleeve-heads; felling silk-facings already basted in position; making button-holes by hand; felling sleeve-head linings, holding such in position with the fingers;
- (5) Ironing and folding or ironing, folding and pinning garments in the shirt section and for ladies' dresses and/or underwear;
- (6) Hand "Patent" Turners engaged in turning out or turning over the edges or collars, bands, cuffs, tabs or pockets with the use of a hand-iron;
- (7) Retracing master lays;
- (8) Laying up and cutting of lace according to pattern;
- (9) Passer, i.e. an employee who examines parts of or the finished garments for flaws;
- (10) Conveyor-Feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;
- (11) Ironing of fly-linings;
- (12) Making bows for dresses;
- (13) Beading and/or embroidering by hand;
- (14) Cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
- (15) Operating automatic lace sewing and/or embroidery machines;
- (16) Cutting individual ties by hand, and shall include a female employee not elsewhere specified in this Agreement.

"Grade II Employee, Female", means a female employee engaged in one or more of the following duties or capacities:

- (1) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (2) Cleaning, i.e. cutting or trimming off loose ends of cotton left on garments by previous operators;
- (3) Folding and/or buttoning up garments;
- (4) Ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed;
- (5) Machine Patent Turning, i.e. operating any form of automatic or semi-automatic machine which turns out or turns over the edges of points of collars, bands, cuffs, tabs, pockets, including the semi-automatic machine making collar tabs;
- (6) Marking the position of pockets, buttons or button-holes in the shirt section; cutting the mouth of hip pockets;
- (7) Pinning shirts;
- (8) Pinning underwear motifs and trimmings; making and pinning underwear bows;
- (9) Sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;
- (10) Sorting, i.e. sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
- (11) Packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles or orders prior to their being sent to the despatch department;
- (12) Plain-sewing, i.e. performing by hand one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses; sewing hooks and eyes onto collars.

- (13) Table-hand, i.e. an employee engaged in water-proofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller, cleaning off any rubber solution; painting seams of oilskins and waterproof hats;

- (2) ryger, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie in posisie geplaas word ter voorbereiding vir ander werksaamhede en/of binnerygwerk, d.w.s. voering van baadjies op hul plek met die hand vasryg ter voorbereiding van die aanmekeerwerk van randnate;
- (3) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings vasgeryg word;
- (4) afwerker, d.w.s. 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig: stoppels of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue insit; soomafwerking van syvoorkante wat reeds in posisie geryg is; knoopsgate met die hand maak; soomafwerking van die voerings van die bo-ente van die moue terwyl dit met die vingers in posisie gehou word;
- (5) kledingstukke stryk en opvou of kledingstukke stryk, opvou en vasspeld in die hemdeseksie en in die geval van rokke en/of onderklere vir dames;
- (6) „handpatentdraaiers" wat die rande van boordjies, bande, mansjette, stroke of sakke omkeer of omdraai met behulp van 'n handyster;
- (7) moederlae weer natrek;
- (8) kant op lê en sny volgens patroon;
- (9) nasiener, d.w.s. 'n werknemer wat gedeeltes van kledingstukke of klaargemaakte kledingstukke ondersoek ten einde defekte te ontdek;
- (10) vervoertoestelbediener, d.w.s. 'n werknemer wat daarvoor verantwoordelik is om voorbereide dele van kledingstukke in 'n vervoertoestel te voer vir vedere werksaamhede en wat deur een of meer sorteerders bygestaan mag word;
- (11) gulpvoerings stryk;
- (12) strikke vir rokke maak;
- (13) kraal- en/of borduurwerk met die hand verrig;
- (14) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek na en patroonaanpassing van stowwe;
- (15) outomatiese kantnaai- en/of borduurmasjiene bedien;
- (16) individuele dasse met die hand sny, en ook 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms gemeld word nie.

„Graad II-werknemer, vrou," 'n vroulike werknemer wat een of meer van die volgende pligte verrig in een of meer van die volgende hoedanighede werksaam is:

- (1) Speele omdraai, d.w.s. speele met 'n spoelopdraaitoestel opdraai;
- (2) skoonmaak, d.w.s. los entjies garing wat deur vorige werkers daar gelaat is, van kledingstukke afsny of afknip;
- (3) kledingstukke opvou en/of vasknoop;
- (4) los boordjies stryk of kledingstukke wat alreeds gevou of gestryk is, in die hemdeseksie oorstrik;
- (5) patentmasjiendraaiwerk, d.w.s. enige soort outomatiese of halfoutomatiese masjiene bedien wat die kante of punte van boordjies, bande, mansjette, stroke en sakke omkeer of omdraai, met inbegrip van die halfoutomatiese masjiene wat boordjiesstroke maak;
- (6) die posisie van sakke, knope of knoopsgate in die hemdeseksie merk; die bekke van agtersakke sny;
- (7) hemde vasspeld;
- (8) motiewe en versiersels van onderklere vasspeld; strikke vir onderklere maak en vasspeld;
- (9) skuinssnywerk, d.w.s. die fatsoen van die krae merk en regsnj voordat ander werksaamhede verrig word;
- (10) sorteerwerk, d.w.s. sorteerwerk vir verskillende werksaamhede verrig, of afvalstukke kouse sorteer en losryg voordat dit weer opgedraai word;
- (11) verpakker, d.w.s. kledingstukke in dose of ander geskikte omslae verpak of kledingstukke in bondels of volgens bestellings bymekeermaak voordat dit na die versendingsafdeling gestuur word;
- (12) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:

Soomafwerking van mikvoerings in broeke; soomafwerking van sitvlakke; permanente omslae vassit; soomafwerking in bandvoerings of dele daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerk verrig; soomafwerking van krae of armsgate van onderbaadjies; krae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en bykomstige naaiwerk verrig; knope met die hand vaswerk; soomafwerking van sitvlakke van voerings, of nate daarvan, wat alreeds in posisie geryg is; soomafwerking van omboorsels; hanglissies maak en vaswerk; oplegels wat reeds vasgeryg is, van binne vaswerk; seildoekvoerings maak; hakies en ogies aan krae vaswerk;

- (13) tafelwerker, d.w.s. 'n werknemer wat werk in verband met waterdigtingsprosesse verrig deur nate en rande met 'n rubberoplossing te bestryk en dan 'n klein houthandroller daaroor te rol en die uitgedrukte stukkie rubberoplossing verwyder; nate van oliejasse en waterdigte hoede bestryk;

- (14) Stamper, i.e. stamping sizes and/or identifying work numbers on garments or parts of garments;
- (15) Crimper;
- (16) Ironing seams of ties, including bow ties;
- (17) Operator of semi-automatic press-stud machine;
- (18) Trimming of collars or cuffs by knife, scissors or contour machine;
- (19) Operator of hand-operated button covering machine;
- (20) Operating shrinking press;
- (21) Passing garments through steam press and receiving out at the other end;
- (22) Sewing shoulder pads into dresses and/or unlined coats;
- (23) Fitting garments on models but excluding marking, measuring or cutting off of material;
- (24) Underpressing of men's and boys' melton or linen caps;
- (25) Line Feeders;
- (26) Operating a zip machine;
- (27) Operating an electric rubber welding machine;
- (28) Cutting cloth from scallops;
- (29) Writing of labels;
- (30) Trimming and cleaning of belts after lining and belt have been machined together;
- (31) Eyelet punching and letting;
- (32) Covering buckles by hand or machine;
- (33) Stamping on of sizes;
- (34) Rivetting buckles; bending belt buckle; punching holes for buckle and prong; pressing buckle prong onto buckle; stapling buckle onto belt;
- (35) Machine patent turning of loops;
- (36) Assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
- (37) Cutting of bias binding;
- (38) Ironing of creases on cuffs of shirts and crease lines in front of shirts;
- (39) Examining of cut and/or uncut parts of lays;
- (40) Cutting of travellers' swatches;
- (41) Hand-sewing operations on ties;
- (42) Winding or unwinding of lace, embroidery, braids, ribbons, binding and elastic;
- (43) Inserting bones or wires by hand; assembling inner and outer brassiere cups by hand; cutting and capping of steels, bones or wires; rivetting of hooks and eyes and swedging of buckles and press studs; cutting of elastic or shoulder straps by hand or by means of automatic machines; assembling suspenders and shoulder straps by hand; cutting individual girdle blanks by means of scissors; pasting, sticking or pinning panels on girdle blanks; ironing of partly-assembled brassiere cups and girdle or corset panels; folding and rolling of bias binding by means of automatic machines; in the manufacture of foundation garments;
- (44) Cutting of lace, shoulder straps and ribbons into required lengths (excluding the cutting from lays or according to pattern);
- (45) Label printing.
- (46) Operator of a semi-automatic or automatic fusing machine.
- (47) Ironing on of fusible interlining with hand iron and positioning and spot-fusing of fusible interlining with special machine.

"Head Cutter" means a qualified Cutter as defined in the Agreement who is in charge of and actively supervises the cutting department of an establishment.

"Hourly Rate" or "Hourly Wage" means the weekly wage prescribed in clause 4 (1) of this Agreement, for the respective classes, divided by 42½.

"Interlining Cutter" in the shirt section, means an employee employed solely in cutting linings for shirts, collars, pyjamas and other nightwear.

"Knitting Division" means that division of the knitting section in which employers and employees are associated for the knitting of fabric and/or garments and shall include:—

- (a) the making up of fully-fashioned garments;
- (b) the making up of semi-fashioned garments;
- (c) the making up of men's, ladies' and children's socks but shall exclude the making up of knitted garments from uniform width knitted fabric in the piece.

- (14) stempelwerker, d.w.s. groottes en/of identifiserende werknommers afstempel op kledingstukke of gedeeltes van kledingstukke;
- (15) krimper;
- (16) die nate van dasse, met inbegrip van strikdasse, stryk;
- (17) bediener van 'n halfoutomatiese drukknoopmasjien;
- (18) boordjies of mansjette met 'n skêr, 'n mes of 'n kontoermasjien regknip;
- (19) bediener van 'n knoopoortrekmasjien wat met die hand gewerk word;
- (20) 'n krimppers bedien;
- (21) kledingstukke deur 'n stoompers stuur en dit aan die anderkant afneem;
- (22) kussinkies in rokke en/of nie-uitgevoerde kortjasse vaswerk;
- (23) kledingstukke aan modelle pas maar nie materiaal afmerk, meet of afsny nie;
- (24) melton- of linnepette vir mans en seuns onderpers;
- (25) lynvoerders;
- (26) 'n ritssluitermasjien bedien;
- (27) 'n elektriese rubberlasmasjien bedien;
- (28) materiaal van uitskulpings afsny;
- (29) etikette uitskryf;
- (30) lyfbande afwerk en skoonmaak nadat die voering en die lyfband aanmekaar gestik is;
- (31) vetergaatjies pons en inlaat;
- (32) gespes met die hand of 'n masjien oortrek;
- (33) groottes afstempel;
- (34) gespes vasklink; lyfbandgespes buig; gaatjies vir gespe en tong pons; die tong van die gespe aan die gespe vasdruk; gespes aan lyfbande vasklink;
- (35) die maak van lissies volgens masjienpatent;
- (36) dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
- (37) skuinsomboorsel sny;
- (38) kreukels in mansjette van hemde en voulyne in die borsstukke van hemde stryk;
- (39) gesnyde en/ofongesnyde gedeeltes van lae ondersoek;
- (40) monsterboekies vir handelsreisigers sny;
- (41) handnaaiwerk aan dasse verrig;
- (42) kant, borduursel, galon, lint, omboorsel en rek opdraai of afdraai;
- (43) balein of draad met die hand insit; die binne- en die buitekante van die kelke van buustelyfies met die hand monteer; stroke staal, balein of draad sy en puntoppies daarop aanbring; hakies en ogies vasklink en gespes en drukknope vasdruk; rek of skouerbande met die hand of deur middel van outomatiese masjiene sny; kousophouers en skouerbande met die hand monteer; individuele blindestukke vir gordels met 'n skêr sny; panele aan blindestukke vir gordels plak, vassteek of vasspeld; gedeeltelik gemonteerde kelke vir buustelyfies en panele vir gordels of korsette stryk; skuinsband deur middel van outomatiese masjiene vou en rol—by die vervaardiging van vormkledingstukke;
- (44) kant, skouerbande en lint volgens vereiste lengtes sny (maar nie snywerk van lae af of volgens 'n patroon nie);
- (45) die druk van etikette;
- (46) bediener van 'n halfoutomatiese of outomatiese vassmeltmasjien;
- (47) tussenvoering wat vasgesmelt kan word, met 'n handyster vasstryk en tussenvoering wat vasgesmelt kan word, in posisie plaas en met 'n spesiale masjien op sekere punte vassmelt.

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

„Uurloon” die weekloon wat vir die onderskeie klasse in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word, gedeel deur 42½;

„Binnevoeringsnyer” in die hemdeseksie, 'n werknemer wat uitsluitlik voerings vir hemde, boordjies, slaappakke en ander nagklere sny;

„Brei-afdeling” daardie afdeling van die Breiseksie waarin werkgewers en werknemers met mekaar geassosieer is met die doel om kledingstof en/of kledingstukke te brei en ook—

- (a) die vervaardiging van ten volle gefatsoeneerde kledingstukke;
- (b) die vervaardiging van halfgefatsoneerde kledingstukke;
- (c) die vervaardiging van sokkies vir mans, dames en kinders; maar uitgesonderd die vervaardiging van gebreide kledingstukke van gebreide eenstukstowwe van 'n eenvormige wydte;

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

"Layer-Up" means an employee engaged in laying up material preparatory to cutting and/or who sorts parts from the cut lay.

"Learner" means an employee whose period or periods of employment does not entitle him to be paid the qualified wage prescribed in clause 4 (1) for an employee of his class.

"Messenger" means a female employee engaged in carrying messages or garments or parts of garments from one operation to another within the establishment.

"Monthly Wage" means the weekly wage multiplied by 4 and $\frac{1}{4}$.

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

"Pattern Grader" means an employee who grades patterns from any material to various sizes according to requirements or directions given to him and shall include an employee employed on pattern grading who has had 5 years' experience as a cutter, and an employee engaged in making master patterns for looms or formers in hand or loom pleating process.

"Patent Machine" means a button, button-hole, padding or felling machine.

"Piece-work" means any system by which earnings are calculated upon the quantity or output of work performed.

"Qualified" means in relation to an employee in the industry, an employee other than a learner or an unskilled labourer, mechanic, caretaker, assistant despatch packer, driver of a vehicle or watchman.

"Set Leader" means an employee who is responsible for the work executed by the employees composing a set or team under his charge and who takes an active part in the operation of a set.

"Set of workers" (sometimes referred to as a "set") means a team of employees numbering three or more, engaged in performing sectional operations in the making up of garments usually under the direction of a leader.

"Shirt section" means that section of the Clothing Industry in which are made shirts, collars, ties, pyjamas and other nightwear.

"Short-time" means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to slackness of work or other exigencies of trade.

"Storeman" means an employee in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch.

"Task-work" means the setting by an employer (or his representative) to an employee of a stated number of garments or portion of garments to be completed by such employee within a specified time.

"Tea-girl" means an employee who makes tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or lunch and/or rest rooms.

"Tie Cutter" means an employee engaged in marking in and/or cutting ties by hand or machine.

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

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

"Trimmer" in the Clothing Section means an employee employed in marking in linings and/or cutting linings.

"Under-Presser" in the Clothing Section means an employee other than a Presser employed in pressing processes, including the pressing of pockets and seams and crutch linings of completed trousers and the pressing of fusible interlinings.

"Unskilled Labourer" means an employee employed in one or more of the following duties or capacities:—

„Dameskous-afdeling" daardie afdeling van die Breiseksie waarin werkgewers en werknemers met mekaar in 'n bedryfsinrigting wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word, geassosieer is met die doel om dameskouse te brei van kunsvesel, sy, katoen, wol of enige kombinasie daarvan of van enige ander materiaal, en ook alle werksaamhede wat met voornoemde werksaamhede in verband staan;

„Laemaker" 'n werknemer wat materiaal in lae rangskik om gesny te word en/of wat dele uit die gesnyde lae sorteer;

„Leerling" 'n werknemer wie se dienstydperk of -perke hom nie daarop geregtig maak om die loon van 'n gekwalifiseerde werker soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, te ontvang nie;

„Bode" 'n vroulike werknemer wat boodskappe of kledingstukke of dele van kledingstukke van die een werksaamheid na 'n ander binne die bedryfsinrigting dra;

„Maandloon" die weekloon vermenigvuldig deur 4 en $\frac{1}{4}$;

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

„Patroongradeerder" 'n werknemer wat patrone gradeer van enige materiaal af en volgens verskillende groottes ooreenkomstig die vereistes of opdragte wat aan hom gegee is, en ook 'n werknemer wat patroongradeerwerk verrig en wat vyf jaar ondervinding as 'n snyer gehad het, en 'n werknemer wat moederpatrone vir bome of vormers in hand- of boomplooioprosesse maak;

„Patentmasjiën" 'n knoop-, knoopsgat-, opstop- of stoomafwerkingsmasjiën;

„Stukwerk" 'n stelsel waarvolgens die verdienste bereken word volgens die hoeveelheid of omvang van die werk wat verrig is;

„Gekwalifiseer" in verband met 'n werknemer in die Nywerheid, 'n ander werknemer as 'n leerling of ongeskoolde arbeider, werktuigkundige, oppasser, assistent-versendingsverpakker, drywer van 'n voertuig of nagwag;

„Spanleier" 'n werknemer wat verantwoordelik is vir die werk wat uitgevoer word deur die werknemers in 'n span onder sy toesig en wat 'n aktiewe rol in die werksaamhede van 'n span het;

„Werkspan" (soms tyd bekend as 'n „span") 'n span werknemers wat uit drie of meer bestaan wat werksaamhede stuksgewys verrig in verband met die maak van kledingstukke, gewoonlik onder die toesig van 'n leier;

„Hemdeseksie" daardie seksie van die Klerasienywerheid waarin hemde, boordjies, dasse, slaapkler en ander nagklere gemaak word;

„Korttyd" 'n tydelike vermindering in die getal gewone weeklikse werke in 'n bedryfsinrigting as gevolg van 'n werkslapte of ander vereistes van die handel;

„Pakhuisman" 'n werknemer wat in die algemeen verantwoordelik is vir voorraad en/of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, berging, verpakking of uitpak van goedere in 'n pakhuis of pakskuur en/of die aflewering van goedere uit 'n pakhuis of pakskuur aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending;

„Taakwerk" die opdrag van 'n werkgewer (of sy verteenwoordiger) aan 'n werknemer om 'n genoemde getal kledingstukke of gedeeltes van kledingstukke binne 'n bepaalde tyd te voltooi;

„Teemaakster" 'n werknemer wat tee of dergelike drank berei en wat koppies, pierings en kombuisgereedskap mag was en wat vir die skoonmaak van die kombuis en/of eet- en/of ruskamers verantwoordelik mag wees;

„Dassnyer" 'n werknemer wat dasse afmerk en/of sny met die hand of 'n masjiën;

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

„Handelsreisiger se drywer" 'n werknemer wat die handelsreisiger op sy reis vergesel en die handelsreisiger help om te dryf en om monsters in en uit te pak en ten toon te stel;

„Opmaker" in die Klerasieseksie, 'n werknemer wat voerings afmerk en/of voerings sny;

„Onderperser" in die Klerasieseksie, 'n werknemer, uitgesonderd 'n perser wat perswerk verrig, met inbegrip van die pers van sakke en nate en mikvoerings van voltooide broeke en die pers van kleefbare binnevoerings;

„Ongeskoolde arbeider" 'n werknemer wat een of meer van die volgende pligte verrig of in een of meer van die volgende hoedanighede werksaam is:

- (i) Cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- (ii) Loading or unloading;
- (iii) Carrying, moving or stacking articles;
- (iv) Opening or closing doors; unpacking boxes, packages, bales or other containers;
- (v) Delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (vi) Marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- (vii) General gardening work;
- (viii) Binding, wiring or strapping boxes or bales or other containers, and shall include an employee of the age of 21 years or over who performs the duties of an errand boy.

"Watchman or Caretaker" means an employee engaged in guarding premises, buildings or other property.

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

4. WAGES.

(1) The minimum weekly wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

PART A.

CUTTING DEPARTMENT.

	Rand	Cents
(i) Head Cutter	33	40
(ii) Pattern Grader:		
(a) Qualified	25	72
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	16
Third Year		
First Six Months	7	62
Second Six Months	8	74
Fourth Year		
First Six Months	12	68
Second Six Months	15	31
Fifth Year		
First Six Months	18	26
Second Six Months	21	35
Thereafter the wage specified in (a).		
(iii) Cutter:		
(a) Qualified	24	17
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	16
Third Year		
First Six Months	7	62
Second Six Months	8	74
Fourth Year		
First Six Months	12	68
Second Six Months	15	31
Fifth Year		
First Six Months	18	26
Second Six Months	21	35
Thereafter the wage specified in (a).		
(iv) Interlining Cutter, Trimmer, Tie Cutter:		
(a) Qualified	15	31
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	16
Third Year		
First Six Months	7	62
Second Six Months	8	74
Fourth Year		
First Six Months	9	82
Second Six Months	10	96
Fifth Year		
First Six Months	12	68
Second Six Months	15	31
Thereafter the wage specified in (a).		
(c) If advanced to Learner Cutter—		
First Six Months	18	26
Second Six Months	21	35
Thereafter the wage specified in (iii) (a).		

- (i) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak;
 - (ii) op- of aflaai;
 - (iii) artikels dra, beweeg of opstapel;
 - (iv) deure oop- of toemaak; kiste, pakke, bale of ander houers uitpak;
 - (v) briewe, boodskappe of goedere buite die fabriekspersoneel te voet of deur middel van 'n fiets, driewiel of hand-voertuig aflewer;
 - (vi) met die hand kiste, bale of ander houers merk, brandmerk, sjabloneer of etikette daarop plak;
 - (vii) algemene tuinwerk;
 - (viii) kiste of bale of ander houers vasbind of met draad of hoepels vasmaak, en ook 'n werknemer wat 21 jaar oud of ouer is en wat die pligte van 'n boodskapper verrig;
- „Wag” of „opsigter” 'n werknemer wat persele, geboue of ander eiendom bewaak.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

(1) Die minimum weeklone wat betaal moet word aan en aangeneem word deur ondergenoemde klasse werknemers, is soos volg:

DEEL A.

SNYAFDELING.

	Rand	Sent
(i) Hoofsnyer	33	40
(ii) Patroongradeerder:		
(a) Gekwalifiseer	25	72
(b) Leerling—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	16
Derde jaar		
Eerste ses maande	7	62
Tweede ses maande	8	74
Vierde jaar		
Eerste ses maande	12	68
Tweede ses maande	15	31
Vyfde jaar		
Eerste ses maande	18	26
Tweede ses maande	21	35
Daarna die loon voorgeskryf in (a).		
(iii) Snyer:		
(a) Gekwalifiseer	24	17
(b) Leerling—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	16
Derde jaar		
Eerste ses maande	7	62
Tweede ses maande	8	74
Vierde jaar		
Eerste ses maande	12	68
Tweede ses maande	15	31
Vyfde jaar		
Eerste ses maande	18	26
Tweede ses maande	21	35
Daarna die loon voorgeskryf in (a).		
(iv) Binnevoeringsnyer, opmaker, dassnyer:		
(a) Gekwalifiseer	15	31
(b) Leerling—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	16
Derde jaar		
Eerste ses maande	7	62
Tweede ses maande	8	74
Vierde jaar		
Eerste ses maande	9	82
Tweede ses maande	10	96
Vyfde jaar		
Eerste ses maande	12	68
Tweede ses maande	15	31
Daarna die loon voorgeskryf in (a).		
(c) Indien bevorder tot leerlingsnyer—		
Eerste ses maande	18	26
Tweede ses maande	21	35
Daarna die loon voorgeskryf in (iii) (a).		

	Rand	Cents
(v) <i>Layer-Up:</i>		
(a) Qualified	9	82
(b) <i>Learner—First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	16
<i>Third Year</i>		
First Six Months	7	62
Second Six Months	8	74
Thereafter the wage specified in (a).		
(c) <i>If advanced to Learner Cutter—</i>		
First Six Months	9	82
Second Six Months	12	68
Third Six Months	15	31
Fourth Six Months	18	26
Fifth Six Months	21	35
Thereafter the wage specified in (iii) (a).		
(d) <i>If advanced to Learner Interlining Cutter, Trimmer—</i>		
First Six Months	9	82
Second Six Months	10	96
Third Six Months	12	68
Thereafter the wage specified in (iv) (a).		
(vi) <i>Clicker</i>	12	00

PART B.

FACTORY OPERATIVES.

	Rand	Cents
<i>Grade I employee, male:</i>		
(a) Qualified	18	36
(b) <i>Learner—First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	62
<i>Third Year</i>		
First Six Months	8	74
Second Six Months	9	82
<i>Fourth Year</i>		
First Six Months	10	96
Second Six Months	12	68
<i>Fifth Year</i>		
First Six Months	13	83
Second Six Months	15	31
Thereafter the wage specified in (a).		
(c) <i>If advanced to Learner Supervisor—</i>		
First Six Months	18	36
Second Six Months	21	35
Thereafter the wage specified for a male Supervisor	25	44
(d) <i>If advanced from Set Leader to Learner Supervisor—</i>		
First Six Months	19	01
Second Six Months	21	35
Thereafter the wage specified for a male Supervisor	25	44
<i>Grade II employee, male:</i>		
(a) Qualified	11	16
(b) <i>Learner—First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	62
<i>Third Year</i>		
First Six Months	8	74
Second Six Months	9	82
Thereafter the wage specified in (a).		
(c) <i>If advanced to Grade I employee, male—</i>		
First Six Months	11	16
Second Six Months	12	68
Third Six Months	13	83
Fourth Six Months	15	31
Thereafter	18	36

	Rand	Sent
(v) <i>Laemaker:</i>		
(a) Gekwalifiseer	9	82
(b) <i>Leerling—Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	16
<i>Derde jaar</i>		
Eerste ses maande	7	62
Tweede ses maande	8	74
Daarna die loon voorgeskryf in (a).		
(c) <i>Indien bevorder tot leerlingsnyer—</i>		
Eerste ses maande	9	82
Tweede ses maande	12	68
Derde ses maande	15	31
Vierde ses maande	18	26
Vyfde ses maande	21	35
Daarna die loon voorgeskryf in (iii) (a).		
(d) <i>Indien bevorder tot leerlingbinnevoeringsnyer, opmaker—</i>		
Eerste ses maande	9	82
Tweede ses maande	10	96
Derde ses maande	12	68
Daarna die loon voorgeskryf in (iv) (a).		
(vi) <i>Uitsnyer</i>	12	00

DEEL B.

FABRIEKSWERKERS.

	Rand	Sent
<i>Graad I-werknemer, man:</i>		
(a) Gekwalifiseer	18	36
(b) <i>Leerling—Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	62
<i>Derde jaar</i>		
Eerste ses maande	8	74
Tweede ses maande	9	82
<i>Vierde jaar</i>		
Eerste ses maande	10	96
Tweede ses maande	12	68
<i>Vyfde jaar</i>		
Eerste ses maande	13	83
Tweede ses maande	15	31
Daarna die loon voorgeskryf in (a).		
(c) <i>Indien bevorder tot leerlingtoesighouer—</i>		
Eerste ses maande	18	36
Tweede ses maande	21	35
Daarna die loon voorgeskryf vir 'n manlike toesighouer	25	44
(d) <i>Indien bevorder van spanleier tot leerlingtoesighouer—</i>		
Eerste ses maande	19	01
Tweede ses maande	21	35
Daarna die loon voorgeskryf vir 'n manlike toesighouer	25	44
<i>Graad II-werknemer, man:</i>		
(a) Gekwalifiseer	11	16
(b) <i>Leerling—Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	62
<i>Derde jaar</i>		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna die loon voorgeskryf in (a).		
(c) <i>Indien bevorder tot graad I-werknemer, man—</i>		
Eerste ses maande	11	16
Tweede ses maande	12	68
Derde ses maande	13	83
Vierde ses maande	15	31
Daarna	18	36

	Rand	Cents
<i>Grade I employee, female:</i>		
(a) Qualified	11	16
(b) Learner—other than those engaged in operating on a conveyor—		
<i>First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	62
<i>Third Year</i>		
First Six Months	8	74
Second Six Months	9	82
Thereafter the wage specified in (a).		
(c) Learner engaged in operating on a conveyor—		
<i>First Year</i>		
First Six Months	4	98
Second Six Months	5	78
<i>Second Year</i>		
First Six Months	7	16
Second Six Months	8	07
<i>Third Year</i>		
First Six Months	8	74
Second Six Months	9	82
Thereafter the wage specified in (a).		
(d) If advanced to Learner Supervisor—		
First Six Months	11	16
Second Six Months	13	83
Thereafter the wage specified for a female Supervisor	16	63
(e) If advanced from Set Leader to Learner Supervisor—		
First Six Months	11	81
Second Six Months	13	83
Thereafter the wage specified for a female Supervisor	16	63
<i>Grade II employee, female:</i>		
(a) Qualified	8	52
(b) Unqualified—		
<i>First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	16
<i>Third Year</i>		
First Six Months	7	62
Second Six Months	8	07
Thereafter the wage specified in (a).		
(c) If advanced to Grade I employee, female—		
First Six Months	8	74
Second Six Months	9	82
Thereafter	11	16
<i>Messenger and/or Errand Boy:</i>		
(a) Qualified	7	62
(b) Learner— <i>First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	16
Thereafter the wage specified in (a).		
<i>Under-Presser:</i>		
(a) Qualified	15	31
(b) Learner— <i>First Year</i>		
First Six Months	4	76
Second Six Months	5	64
<i>Second Year</i>		
First Six Months	6	60
Second Six Months	7	16
<i>Third Year</i>		
First Six Months	7	62
Second Six Months	8	74

	Rand	Sent
<i>Graad I-werknemer, vrou:</i>		
(a) Gekwalifiseer	11	16
(b) Leerling—uitgesonderd diegene wat 'n vervoertoestel bedien—		
<i>Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	62
<i>Derde jaar</i>		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna die loon voorgeskryf in (a).		
(c) Leerling wat 'n vervoertoestel bedien—		
<i>Eerste jaar</i>		
Eerste ses maande	4	98
Tweede ses maande	5	78
<i>Tweede jaar</i>		
Eerste ses maande	7	16
Tweede ses maande	8	07
<i>Derde jaar</i>		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna die loon voorgeskryf in (a).		
(d) Indien bevorder tot leerlingtoesighouer—		
Eerste ses maande	11	16
Tweede ses maande	13	83
Daarna die loon voorgeskryf vir 'n toesighoudster	16	63
(e) Indien bevorder van spanleier tot leerlingtoesighoudster—		
Eerste ses maande	11	81
Tweede ses maande	13	83
Daarna die loon voorgeskryf vir 'n toesighoudster	16	63
<i>Graad II-werknemer, vrou:</i>		
(a) Gekwalifiseer	8	52
(b) Ongekwalfiseer—		
<i>Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	16
<i>Derde jaar</i>		
Eerste ses maande	7	62
Tweede ses maande	8	07
Daarna die loon voorgeskryf in (a).		
(c) Indien bevorder tot graad I-werknemer, vrou—		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna	11	16
<i>Bode en/of boodskapper:</i>		
(a) Gekwalifiseer	7	62
(b) Leerling— <i>Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	16
Daarna die loon voorgeskryf in (a).		
<i>Onderperser:</i>		
(a) Gekwalifiseer	15	31
(b) Leerling— <i>Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	16
<i>Derde jaar</i>		
Eerste ses maande	7	62
Tweede ses maande	8	74

	Rand	Cents
<i>Fourth Year</i>		
First Six Months	9	80
Second Six Months	10	96
<i>Fifth Year</i>		
First Six Months	12	68
Second Six Months	13	83
Thereafter the wage specified in (a).		
(c) If advanced to Learner Presser—		
First Six Months	15	31
Second Six Months	16	89
Thereafter the wage specified for a Qualified Grade I employee (male) ...		
	18	36

PART C.

CLERICAL AND TRAVELLERS.

	Rand	Cents
<i>Clerical employees (male):</i>		
First year of experience	6	00
Second year of experience	8	25
Third year of experience	11	97
Fourth year of experience	15	90
Fifth year of experience	20	14
Thereafter	22	82
<i>Clerical employees (female):</i>		
First year of experience	6	00
Second year of experience	7	16
Third year of experience	8	25
Fourth year of experience	9	27
Thereafter	11	97
<i>Traveller, male, qualified</i>	28	86
<i>Traveller, male, unqualified:</i>		
During first six months of experience	18	27
During second six months of experience	19	96
During third six months of experience	21	94
During fourth six months of experience	23	09
During fifth six months of experience	24	24
During sixth six months of experience	25	40
During seventh six months of experience	26	55
During eighth six months of experience	27	71
<i>Traveller, female, qualified</i>	24	94
<i>Traveller, female, unqualified:</i>		
During first six months of experience	14	96
During second six months of experience	16	39
During third six months of experience	17	87
During fourth six months of experience	19	35
During fifth six months of experience	21	13
During sixth six months of experience	22	08
During seventh six months of experience	23	03
During eighth six months of experience	23	98

PART D.

GENERAL.

	Rand	Cents
<i>Boiler Attendant</i>	10	02
<i>Belt Boy, qualified</i>	8	42
<i>Belt Boy, unqualified—</i>		
First six months of experience	4	76
Second six months of experience	5	64
Third six months of experience	6	60
Fourth six months of experience	7	16
Fifth six months of experience	7	62
Sixth six months of experience	8	07
Thereafter	8	42
<i>Despatch Packer</i>	10	02
<i>Assistant Despatch Packer</i>	8	82
<i>Foreman or male Supervisor—</i>		
(a) Qualified	25	44
(b) Learner—First six months	18	36
Second six months	21	35
Thereafter the wage specified in (a).		
<i>Forewoman or female Supervisor—</i>		
(a) Qualified	16	63
(b) Learner—First Six Months	11	16
Second Six Months	13	83
Thereafter the wage specified in (a).		
<i>Unskilled Labourer</i>	8	82

	Rand	Sent
<i>Vierde jaar</i>		
Eerste ses maande	9	80
Tweede ses maande	10	96
<i>Vyfde jaar</i>		
Eerste ses maande	12	68
Tweede ses maande	13	83
Daarna die loon voorgeskryf in (a).		
(c) Indien bevorder tot leerlingperser—		
Eerste ses maande	15	31
Tweede ses maande	16	89
Daarna die loon voorgeskryf vir 'n gekwalifiseerde graad I-werknemer (man)		
	18	36

DEEL C.

KLERKE EN HANDELSREISIGERS.

	Rand	Sent
<i>Klerke (mans):</i>		
Eerste jaar ondervinding	6	00
Tweede jaar ondervinding	8	25
Derde jaar ondervinding	11	97
Vierde jaar ondervinding	15	90
Vyfde jaar ondervinding	20	14
Daarna	22	82
<i>Klerke (vrouens):</i>		
Eerste jaar ondervinding	6	00
Tweede jaar ondervinding	7	16
Derde jaar ondervinding	8	25
Vierde jaar ondervinding	9	27
Daarna	11	97
<i>Handelsreisiger, man, gekwalifiseer</i>	28	86
<i>Handelsreisiger, man, ongekwalifiseer:</i>		
Gedurende eerste ses maande ondervinding ...	18	27
Gedurende tweede ses maande ondervinding ...	19	96
Gedurende derde ses maande ondervinding ...	21	94
Gedurende vierde ses maande ondervinding ...	23	09
Gedurende vyfde ses maande ondervinding ...	24	24
Gedurende sesde ses maande ondervinding ...	25	40
Gedurende sewende ses maande ondervinding ...	26	55
Gedurende agste ses maande ondervinding ...	27	71
<i>Handelsreisiger, vrou, gekwalifiseer</i>	24	94
<i>Handelsreisiger, vrou, ongekwalifiseer:</i>		
Gedurende eerste ses maande ondervinding ...	14	96
Gedurende tweede ses maande ondervinding ...	16	39
Gedurende derde ses maande ondervinding ...	17	87
Gedurende vierde ses maande ondervinding ...	19	35
Gedurende vyfde ses maande ondervinding ...	21	13
Gedurende sesde ses maande ondervinding ...	22	08
Gedurende sewende ses maande ondervinding ...	23	03
Gedurende agste ses maande ondervinding ...	23	98

DEEL D.

ALGEMEEN

	Rand	Sent
<i>Ketelbediener</i>	10	02
<i>Dryfbandhersteller, gekwalifiseer</i>	8	42
<i>Dryfbandhersteller, ongekwalifiseer:</i>		
Eerste ses maande ondervinding	4	76
Tweede ses maande ondervinding	5	64
Derde ses maande ondervinding	6	60
Vierde ses maande ondervinding	7	16
Vyfde ses maande ondervinding	7	62
Sesde ses maande ondervinding	8	07
Daarna	8	42
<i>Versendingsverpakker</i>	10	02
<i>Assistent-versendingsverpakker</i>	8	82
<i>Voorman of manlike toesighouer:</i>		
(a) Gekwalifiseer	25	44
(b) Leerling—Eerste ses maande	18	36
Tweede ses maande	21	35
Daarna die loon voorgeskryf in (a).		
<i>Voorvrou of toesighoudster:</i>		
(a) Gekwalifiseer	16	63
(b) Leerling—Eerste ses maande	11	16
Tweede ses maande	13	83
Daarna die loon voorgeskryf in (a).		
<i>Ongeskoolde arbeider</i>	8	82

Rand Cents

Rand Sent

Motor Vehicle Driver of a vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle:

(a) Does not exceed 3,000 lbs.	10	19
(b) Exceeds 3,000 lbs. but not 6,000 lbs.	13	45
(c) Exceeds 6,000 lbs.	18	68

Traveller's Driver 8 32

Watchman or Caretaker 10 02

Tea Girl 7 67

(2) **Set-Leaders.**—In addition to the wages computed in terms of sub-clause (1) of this clause, any employee when called upon to perform the duties of a Set-Leader, shall receive and be paid an additional 65 cents per week whilst so employed.

(3) **Bespoke Work.**—In addition to the wage payable in terms of sub-clause (1) of this clause, any employee (other than one exclusively employed in cutting out marked-in garments) who is employed in the clothing section upon production of garments made to the measurement of individual persons, shall for the time he is employed be paid an amount of ten per cent of the wage prescribed in sub-clause (1) of this clause for the class of work in which he is employed.

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

(a) All employees who qualify for an increase during the period 1st January to 31st March of the calendar year shall be granted such increases with effect from and including the first pay week after the 15th February of such year.

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

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

(c) In calculating whether an employee qualifies for an increment all periods of absence from work shall be counted except any absence without pay for a continuous period in excess of 4 consecutive pay weeks and in respect whereof full particulars of the name of the employee and the period of absence has been advised to the Council within 14 days of the employee resuming work.

Notwithstanding the above provisions, where a Grade II female employee on the second six months of the second year is promoted by her employer to a Grade I occupation, the incremental date shall be adjusted in accordance with the date of such promotion and not on the date on which the employee would normally have received her increment had she remained on the Grade II scale.

(5) Except with the consent of the Council first obtained, no qualified male employee engaged in the industry at the date of coming into operation of this Agreement shall be retrenched unless when replaced, another qualified male employee is employed in the same occupation.

(6) Except with the approval of the Council, or unless otherwise provided for herein, an employee transferred from one occupation to another for which wages are prescribed in this Agreement, either with the same employer or if commencing service with another employer shall be paid the wages prescribed in respect of the experience such an employee has had in the industry irrespective of the occupation in which such experience has been obtained.

(7) **Differential Rates.**—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class:

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a) not less than one-fifth of the higher weekly wage prescribed in sub-clause (1); and
- (ii) in the case referred to in paragraph (b) not less than one-fifth of the highest weekly wage prescribed in sub-clause (1) for the higher class:

provided that where the difference between classes is, in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

Drywer van motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—

(a) hoogstens 3,000 lb. is	10	19
(b) meer as 3,000 lb. maar hoogstens 6,000 lb. is	13	45
(c) meer as 6,000 lb. is	18	68

Drywer vir handelsreisiger 8 32

Wag of oppasser .. 10 02

Teemaakster ... 7 67

(2) **Spanleiers.**—Benewens die loon bereken ingevolge subklousule (1) van hierdie klousule, moet 'n werknemer van wie vereis word om die pligte van 'n spanleier te onderneem, 'n addisionele 65 sent per week ontvang en betaal word terwyl hy aldus werksaam is.

(3) **Maatwerk.**—Benewens die loon wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet 'n werknemer (uitgesonderd 'n werknemer wat uitsluitlik in diens is om afgemerkte kledingstukke uit te sny) wat in die klerasieseksie in diens geneem is om klere volgens die mate van individuele persone te maak, vir die tyd wat hy aldus werksaam is, 'n bedrag betaal word van tien persent van die loon wat in subklousule (1) van hierdie klousule voorgeskryf word vir die klas werk wat hy verrig.

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

(a) Aan alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar vir 'n verhoging in aanmerking kom, moet sodanige verhoging toegestaan word met ingang van die eerste betaalweek na 15 Februarie elke jaar. Wanneer 'n werknemer gedurende genoemde betaalweek nie in diens is nie, word hy op die verhoging geregtig met ingang van die datum waarop hy in diens geneem word.

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

(c) Waar daar vasgestel moet word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van die werk getel word behalwe afwesigheid sonder betaling vir 'n aaneenlopende tydperk van meer as vier agtereenvolgende betaalweke en ten opsigte waarvan volledige besonderhede omtrent die naam van die werknemer en die tydperk van afwesigheid aan die Raad meegedeel is binne veertien dae vanaf die datum waarop die werknemer sy werk hervat het.

Onlangs bostaande bepalinge moet die verhogingsdatum van 'n vroulike graad II-werknemer wat gedurende die tweede ses maande van die tweede jaar deur haar werkgewer tot 'n graad I-beroep bevorderd word, aangepas word volgens die datum van sodanige bevordering en moet haar verhogingsdatum nie op die datum waarop die werknemer gewoonlik haar verhoging sou ontvang het as sy op die graad II-skaal gebly het, bereken word nie.

(5) Tensy die toestemming van die Raad vooraf verkry is, mag geen gekwalifiseerde manlike werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Nywerheid werksaam is, afgedank word nie tensy, as hy vervang word, 'n ander gekwalifiseerde manlike werknemer in dieselfde beroep in diens geneem word.

(6) Behalwe met die goedkeuring van die Raad of tensy hierin anders bepaal word, moet 'n werknemer wat van die een beroep na 'n ander waarvoor lone in hierdie Ooreenkoms voorgeskryf word, oorgeplaas word of terwyl hy in die diens van dieselfde werkgewer bly of wanneer hy diens by 'n ander werkgewer aanvaar, die loon betaal word wat voorgeskryf word ten opsigte van die ondervinding wat sodanige werknemer in die Nywerheid gehad het, afgesien van die beroep waarin sodanige ondervinding opgedoen is.

(7) **Differensiële lone.**—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor—

- (a) of 'n hoër loon as dié van sy eie klas;
- (b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas:

in subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag die volgende betaal:

- (i) In die geval bedoel in paragraaf (a), minstens een vyfde van die hoër weekloon wat in subklousule (1) voorgeskryf word; en
- (ii) in die geval bedoel in paragraaf (b), minstens een vyfde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word:

met dien verstande dat, waar die verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom gegrond is, die bepalinge van hierdie subklousule nie van toepassing is nie.

(8) An employee who is engaged to operate a patent machine shall not be paid less than the wage paid to her predecessor at the time the latter ceased to be employed on such a machine; provided that this restriction shall not apply in the case of an employee who leaves the service of the employer concerned of her own accord.

(9) Subject to the provisions of sub-clause (4) of clause 5, sub-clause (1), (2) and (3) of clause 12 and sub-clause (4) (b) of clause 11, an employee shall be paid the full weekly wage prescribed in sub-clause (1) of this clause for an employee of his class whether he has worked full time or less.

(10) In an establishment where a foreman or forewoman is not employed, any employee (other than a set-leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage prescribed in sub-clause (1) of this clause for a supervisor.

(11) The wages prescribed in this clause shall be deemed to include the cost-of-living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost-of-living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF WAGES.

(1) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purpose hereof, Agreement shall include any amendment thereto.

(2) (a) Remuneration due to an employee shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 7 (5) under the Act but not later than 5.30 p.m. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

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

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

(3) *Wage Envelopes*.—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate or rate per hour, deductions made in terms of sub-clause (4) of this clause and sub-clause (1), (2) and (3) of clause 12 (i.e. short time), and the date up to which the wage or rates shown on the envelope are paid.

(4) No deductions of any description, other than the following, shall be made from the amount due to an employee:

(a) Except where otherwise provided in this Agreement, wherever an employee is absent from work and such absence is not at the request or on the instructions of his employer, a *pro rata* deduction for actual time lost may be made.

(b) With the written consent of the employee, deductions for savings and/or holiday funds; provided that the commencement or continuance of a savings and/or holiday fund is subject to the approval of the Industrial Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust under the supervision of the Industrial Council; and for cash advanced against wages.

(c) Levies in terms of clause 22 and sick benefit fund contributions in terms of clause 26 of this Agreement.

(d) Any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee.

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

(8) 'n Werknemer wat in diens geneem is om 'n patentmasjien te bedien, moet minstens die loon betaal word wat haar voorganger ontvang het toe sodanige voorganger opgehou het om met sodanige masjien te werk; met dien verstande dat hierdie beperking nie van toepassing is nie in die geval van 'n werknemer wat die diens van die betrokke werkgewer uit haar eie verlaat het.

(9) Behoudens die bepalings van subklousule (4) van klousule 5, subklousules (1), (2) en (3) van klousule 12 en subklousule (4) (b) van klousule 11, moet 'n werknemer die volle weekloon wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, betaal word afgesien daarvan of hy die volle tyd of minder gewerk het.

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

(11) Die lone in hierdie klousule voorgeskryf, word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat ingevolge genoemde Oorlogsmaatreël of ingevolge enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, betaalbaar is, in so 'n mate styg dat 'n werknemer op 'n hoër besoldiging geregtig sou wees as die loon wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word sodat dit minstens gelyk is aan sodanige hoër besoldiging.

5. BETALING VAN LONE.

(1) Niks in hierdie Ooreenkoms het die uitwerking dat die loon wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is of waarop 'n werknemer op sodanige datum geregtig was, verminder word nie terwyl sodanige werknemer by dieselfde werkgewer in diens is. Die bepalings van hierdie subklousule is nie van toepassing nie in die geval van 'n werknemer wie se dienste deur sodanige werkgewer beëindig word na die datum van inwerkingtreding van hierdie Ooreenkoms en wat weer deur sodanige werkgewer in diens geneem word.

Vir die toepassing van hierdie klousule omvat „Ooreenkoms” alle wysigings van die Ooreenkoms.

(2) (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet elke Vrydag gedurende werkure en wel op die plek en tyd gespesifiseer in die kennisgewing wat opgeplak is ooreenkomstig regulasie 7 (5) van die regulasies wat kragtens die Wet uitgevaardig is, maar nie later as 5.30 n.m. nie, betaal word. Alle tyd wat verloop tussen die sluitingstyd ten opsigte van die gewone werkure en die tyd waarop die loon betaal word, word geag oortydwerk te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling geskied gedurende die werkure op die dag voor sodanige vakansiedag.

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

(c) Waar die dienskontrak beëindig word op 'n ander werkdag as die gewone betaaldag van die bedryfsinrigting, moet alle lone of ander gelde wat aan die werknemer verskuldig is, onmiddellik by diensbeëindiging betaal word, en waar dit nie gedoen word nie, is die werknemer ook geregtig op sy gewone loon vir enige tydperk tot op die tyd waarop betaling geskied.

(3) *Loonkoeverte*.—Alle lone moet aan die werknemers oorhandig word in verseëelde koeverte waarop die naam van die werknemer, sy fabrieksnommer en die naam van die werkgewer voorkom. Ook die volgende moet op die koevert voorkom: Die getal ure deur die werknemer gewerk, sy voorgeskrewe weekloon of uurloon, aftrekkings ingevolge subklousule (4) van hierdie klousule en subklousules (1), (2) en (3) van klousule 12 (d.w.s. korttyd) en tot op watter datum die loon wat op die koevert voorkom, betaal word.

(4) Geen bedrag hoegenaamd, uitgesonderd die volgende, mag van die loon wat aan 'n werknemer verskuldig is, afgetrek word nie:

(a) Behoudens, andersluidende bepalings in hierdie Ooreenkoms wanneer 'n werknemer van sy werk afwesig is sonder dat hy op versoek of op las van sy werkgewer aldus afwesig is, 'n *pro rata* bedrag vir die werklike tyd wat verloor is.

(b) Met die skriftelike toestemming van die werkgewer, bedrae vir 'n spaar- en/of vakansiefonds; met dien verstande dat die aanvang of voortsetting van 'n spaar- en/of vakansiefonds onderworpe is aan die goedkeuring van die Nywerheidsraad nadat die werkgewer daarmee ingestem het om sodanige gelde wat van sy werknemer se loon afgetrek is, te deponeer in 'n trust onder die toesig van die Nywerheidsraad; en bedrae vir kontant wat op die loon voorgeskiet is.

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

(d) Enige bedrag wat 'n werkgewer ingevolge 'n wet, ordonansie of regsproses namens die werknemer moes betaal.

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

- (f) No employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one half cent per cup may be made in accordance with clause 13 of this Agreement.
- (g) Where no work is available to an employee on account of a breakdown of machinery, or other cause beyond the control of the management, the employer may make a *pro rata* deduction for any time lost in excess of two hours.
- (h) With the written consent of his employee, deductions for contributions to the funds of the trade union.
- (5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the remuneration of such employees. Remuneration must at all times be paid in full, except as is provided in sub-clause (4) hereof, and sub-clauses (1), (2) and (3) of clause 12 and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.

(6) Where work of any nature whatsoever is performed in an establishment by employees organized in sets or teams, each individual employee in the said sets or teams shall be paid his remuneration by the employer or his representative in the establishment where the work is performed.

(7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee.

(8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding an employer shall pay to all employees affected thereby wages, up to a maximum of two weeks; provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 18 of this Agreement; provided that where work in a part or the whole of the establishment is resumed within two weeks from the date on which work was so ceased or interrupted the payment due shall be only in respect of the actual time lost by the employees affected. The provisions of this sub-clause shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of sub-clause (8) of clause 18 of this Agreement.

6. TIME RECORDS.

(1) Every employer shall provide, to the satisfaction of the Council, a semi-automatic time recording clock, or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.

(2) Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.

(3) Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.

(4) All time cards, or other types of records, shall in accordance with the requirements of section fifty-seven (4) of the Industrial Conciliation Act, 1956, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the Designated Agent of the Council.

7. WAGES INCENTIVES, PIECE-WORK AND TASK WORK.

(1) Task work is prohibited and employees who are required to produce a given number of units of production shall be placed under a piece-work or incentive system as provided for in this clause.

(2) No employer shall employ any employee on piece-work or any other form of wage incentive except in accordance with the following conditions:

- (i) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker;
- (ii) The Secretary of the Council must within 7 days of the introduction of any piece-work or other form of wage incentive be notified of the introduction thereof;
- (iii) A schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an Agent of the Council;
- (iv) The employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer), and in the event of a works committee being appointed full

- (f) Geen werknemer mag verplig word om tee (of ander drank) te gebruik nie, maar waar 'n werknemer daarmee ingestem het om tee (of ander drank) aan te neem wat deur die werkgever verskaf word, mag 'n bedrag van hoogstens ½ sent per koppie ooreenkomstig die bepalings van klousule 13 van hierdie Ooreenkoms afgetrek word.
- (g) Waar daar weens 'n onklaarraking van masjinerie of om 'n ander oorsaak wat buite die beheer van die bestuur is, geen werk vir 'n werknemer beskikbaar is nie, mag die werkgever 'n *pro rata* bedrag aftrek vir enige tyd wat verloor is en meer as twee uur beloop.
- (h) Met die skriftelike toestemming van sy werknemer, mag bydraes tot die fondse van die Vakvereniging afgetrek word.
- (5) Werkgewers wat goedere, van watter aard ook al, aan hul werknemers verskaf, mag nie die bedrae wat daarop verskuldig is, van die besoldiging van sodanige werknemers aftrek nie. Besoldiging moet, behoudens die bepalings van subklousule (4) hiervan en subklousules (1), (2) en (3) van klousule 12, ten volle betaal word, en geen bedrag mag ten opsigte van goedere wat gedurende die vervaardigingsproses per ongeluk bederf is, afgetrek word nie.

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

(7) Geen werkgever mag enige premie, geldelike of ander vergoeding vir die opleiding van 'n werknemer vra of aanneem nie.

(8) Wanneer werk in die hele bedryfsinrigting of in 'n deel daarvan tot stilstand kom of onderbreek word weens 'n brand, storm of oorstroming, moet 'n werkgever aan alle werknemers wat daardeur geraak word, lone vir 'n tydperk van hoogstens twee weke betaal; met dien verstande dat sodanige betaling enige betaling ten opsigte van diensbeëindiging insluit wat ingevolge klousule 18 van hierdie Ooreenkoms verskuldig is; en voorts met dien verstande dat, waar werk in die hele bedryfsinrigting of in 'n gedeelte daarvan hervat word binne twee weke vanaf die datum waarop die werk aldus tot stilstand gekom het of onderbreek is, die betaling wat verskuldig is slegs dié ten opsigte van die werklike tydperk is wat verloor is deur die werknemers wat daardeur geraak is. Die bepalings van hierdie subklousule is nie van toepassing nie op 'n werknemer wat op die datum van sodanige brand, storm of oorstroming ooreenkomstig die bepalings van subklousule (8) van klousule 18 van hierdie Ooreenkoms op proef in diens was.

6. TYDREGISTERS.

(1) Elke werkgever moet tot tevredenheid van die Raad 'n half outomatiese tydregistreerklok of ander registreerstelsel verskaf en moet die werklike tyd waarop elke individuele werknemer in die bedryfsinrigting werksaam was, buite alle redelike twyfel bewys.

(2) Elke werknemer moet, tensy verhinder deur siekte of 'n ander onvermydelike oorsaak, dag na dag die werklike tydperk registreer wat hy in die bedryfsinrigting werksaam is.

(3) Elke werknemer moet sy aankoms en vertrek persoonlik registreer ooreenkomstig die metode wat in die bedryfsinrigting gevolg word, en geen werknemer mag sodanige tye vir 'n ander werknemer in sodanige bedryfsinrigting registreer nie.

(4) Alle tydkaarte of ander soorte registers moet ooreenkomstig die vereistes van artikel sewe-en-veertig (4) van die Wet op Nywerheidsversoening, 1956, gehou word vir 'n tydperk van drie jaar na die datum van die register en moet op versoek beskikbaar gestel word vir inspeksie deur die aangewese agent van die Raad.

7. LOONAANSPOURING, STUKWERK EN TAAKWERK.

(1) Taakwerk word verbied, en werknemers van wie daar vereis word om 'n bepaalde getal produksie-eenhede te produseer, moet in diens geneem word volgens 'n stukwerk- of aansporingstelsel soos dié waarvoor daar in hierdie klousule voorsiening gemaak word.

(2) Geen werkgever mag 'n werknemer vir stukwerk volgens enige ander vorm van loonaansporing in diens neem nie tensy daar aan die volgende voorwaardes voldoen word:

- (i) Geen werknemer mag in 'n bepaalde week minder betaal word nie as die minimum loon waarop hy kragtens klousule 4 van hierdie Ooreenkoms geregtig sou gewees het as hy bloot as 'n tydwerker in diens geneem was.
- (ii) Die Sekretaris van die Raad moet binne sewe dae na die invoering van stukwerk of 'n ander vorm van loonaansporing daarvan in kennis gestel word.
- (iii) 'n Lys van die stukwerk-tariewe en, in die geval van enige ander vorm van loonaansporing, 'n staat wat duidelik aantoon hoe die bonusbetalings bereken sal word, moet onverwyld vertoon en opgeplak gehou word op 'n opvallende plek wat gereedlik toeganklik is vir die werknemers, en sodanige lys en/of staat moet *in situ* deur 'n agent van die Raad onderteken word.
- (iv) Die werknemers wat deur 'n loonaansporingskema, uitgesonderd 'n gewone stukwerkskema, geraak word, het die reg om 'n werkkomitee van twee (of dié addisionele getal waarmee die werkgever instem) te kies, en waar daar 'n werkkomitee aangestel word, moet volledige besonderhede

details of the actual operation of the scheme shall be made available to the committee;

- (v) Full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of one year after such change;
- (vi) No details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any) and in the event of any dispute arising the matter shall be referred to the Council; provided that this shall not apply to any changes effected during a trial period of 3 months after the coming into operation of the scheme. Piece-work rates shall not be reduced without the consent of the Council.
- (vii) No wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) *Cutting Room.*—(a) An employer shall employ one head cutter at a wage of not less than the wage prescribed in clause 4 (1), Part A (i), before he may employ any other cutter at a lower wage.

(b) The number of learners employed in cutting room operations shall collectively not exceed twice the number of qualified cutters, fitters-up, interlining cutters and trimmers.

(2) (a) An employer shall employ one qualified male machinist or qualified male presser, or qualified passer, under-baster, out-baster, or shaper, before he may employ in any operation any male learner, other than a male learner employee in cutting room operations as prescribed in sub-clause (1) of this clause.

(b) The number of male learners so employed shall not exceed twice the number of qualified male machinists, pressers, passers, under-basters, out-basters or shapers.

(3) For the purpose of computing the ratio or proportion of employees prescribed in sub-clause (1) of this clause, no employee in receipt of a wage of less than R18.26 shall be deemed to be a "qualified employee".

(4) Where an employer is a limited liability company, or is a partnership, no director or other officer of such company or partnership, shall be deemed to be an employee for ratio purposes.

(5) An employer shall in respect of female employees in his establishment for whom wages are prescribed in this Agreement (other than those employed in the occupation referred to in sub-clause (1) of this clause pay—

- (i) not less than 30 per cent of such employees a wage of R11.16 per week or more; and
- (ii) not less than 25 per cent of such employees a wage of R8.52 per week or more; and
- (iii) not more than 45 per cent of such employees a wage lower than R8.52 per week.

(6) In the event of the prescribed ratio or proportion of employees in terms of this clause being defective in any establishment at any time, then the employer shall—

- (a) immediately engage other employees at the necessary prescribed basic wage or if such employees are not then available;
- (b) raise permanently and in priority of experience, the prescribed wages of a sufficient number of his lower-paid employees to establish and maintain the ratio or proportion of employees required in terms of this clause; and
- (c) alternately, and as a temporary measure, raise the wages of a sufficient number of his lower-paid employees in priority of experience, who shall be retained at such higher wages for so long as he may find it necessary to establish and maintain his prescribed ratio or proportion of employees, and such temporary advancement must be explained to each employee concerned.

(7) Any person employed in an establishment under exemption shall be deemed to rank as a "learner" employee for the purpose of the ratio of employees.

(8) For the purpose of this clause, belt-boys, boiler attendants, caretakers, despatch packers, assistant despatch packers, travellers, travellers' drivers, clerical workers, drivers of vehicles, errand boys, labourers, mechanics, messenger boys and watchmen shall be excluded.

omtrent die manier waarop die skema sal werk, vir die komitee beskikbaar gestel word.

- (v) Volledige besonderhede van die loonaansporingskema, met vermelding van die werksaamhede wat geraak word, die werkwaardes en die punte waarmee daar by die berekening van die werkwaardes rekening gehou sal word, moet deur die werkgewer bygehou word, en waar daar veranderings aangebring word, moet die registers van die vorige stelsel vir 'n tydperk van een jaar na sodanige verandering bewaar word.
- (vi) Geen besonderhede van die loonaansporingskema mag verander word ten einde die verdienste van die werknemers wat daardeur geraak word, te verlaag nie tensy die werkkomitee (as daar is) toestemming daartoe verleen het, en ingeval daar 'n geskil ontstaan, moet die saak na die Raad verwys word; met dien verstande dat hierdie bepaling nie van toepassing is nie op veranderings wat aangebring word gedurende 'n proeftydperk van drie maande na die inwerkingtreding van die skema. Stukwerktariëwe mag nie sonder die toestemming van die Raad verlaag word nie.
- (vii) Geen loonaansporingstelsel mag vir 'n tydperk van langer as een maand na 'n proeftydperk van drie maande voortgesit word nie tensy 'n sertifikaat waarby toestemming daartoe verleen word, van die Nywerheidsraad verkry is.

8. GETALSVERHOUDING VAN WERKNEMERS.

(1) *Snykamer.*—(a) 'n Werkgewer moet 'n hoofsnier teen minstens die loon voorgeskryf in klousule 4 (1), Deel A (i), in diens hê voordat hy 'n ander snier teen 'n laer loon in diens mag neem.

(b) Die getal leerlinge wat vir snykamerwerksaamhede in diens geneem is, mag altesaam hoogstens twee maal die getal gekwalifiseerde snyers, passers, binnevoeringsnyers en opmakers wees.

(2) (a) 'n Werkgewer moet een gekwalifiseerde manlike masjienwerker of gekwalifiseerde manlike perser of gekwalifiseerde nasieners, binneryger, buiteryger of fatsoeneerder in diens hê voordat hy in enige werksaamheid 'n manlike leerling, uitgesonderd 'n manlike leerlingwerknemer in snykamerwerksaamhede soos voorgeskryf in subklousule (1) van hierdie klousule, in diens mag neem.

(b) Die getal manlike leerlinge wat aldus in diens geneem is, mag hoogstens twee maal die getal gekwalifiseerde manlike masjienwerkers, persers, nasieners, buiterygers, binnerygers of fatsoeneerders wees.

(3) By die berekening van die getalsverhouding van werknemers soos voorgeskryf in subklousule (1) van hierdie klousule, mag geen werknemer wat 'n loon van minder as R18.26 ontvang, geag word 'n „gekwalfiseerde werknemer" te wees nie.

(4) Waar 'n werkgewer 'n maatskappy met beperkte aansprekbaarheid of 'n vennootskap is, word geen direkteur of ander ampsdraer van sodanige maatskappy of vennootskap vir die berekening van die getalsverhouding geag 'n werknemer te wees.

(5) 'n Werkgewer moet ten opsigte van die vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd diegene wat werksaam is in die beroepe bedoel in subklousule (1) van hierdie klousule—

- (i) aan minstens 30 persent van sodanige werknemers 'n loon van R11.16 per week of meer betaal; en
- (ii) aan minstens 25 persent van sodanige werknemers 'n loon van R8.52 per week of meer betaal; en
- (iii) aan hoogstens 45 persent van sodanige werknemers 'n loon wat laer as R8.52 per week is, betaal.

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

- (a) onmiddellik ander werknemers teen die nodige voorgeskrewe basiese loon in diens neem of, as sodanige werknemers dan nie beskikbaar is nie;
- (b) die voorgeskrewe lone van genoeg werknemers in die geledere van sy laer besoldigde werknemers permanent en in volgorde van hul ondervinding verhoog ten einde die getalsverhouding van die werknemers wat by hierdie klousule vereis word, te verkry en te handhaaf; en
- (c) as alternatief en as 'n tydelike maatregel, die lone van genoeg werknemers in die geledere van sy laer besoldigde werknemers verhoog in volgorde van hul ondervinding, en sodanige werknemers moet teen die hoër lone in diens gehou word solank hy tyd nodig het om die voorgeskrewe getalsverhouding van sy werknemers te bereik en te handhaaf, en sodanige tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

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

(8) Vir die toepassing van hierdie klousule word dryfbandherstellers, ketelbedieners, opsigters, versendingsverpakkers, assistent-versendingsverpakkers, handelsreisigers, handelsreisigers se drywers, klerke, drywers van voertuie, boodskappers, arbeiders, werktuigkundiges, bodes en wagt uitgesluit.

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

(1) *Ordinary Hours of Work.*—A five-day week shall be observed from Monday to Friday inclusive and the ordinary hours of work of an employee shall not exceed—

- (i) 42½ hours, excluding meal times, but including rest intervals, in any week from Monday to Friday inclusive;
- (ii) 8½ hours on any day between the hours of 7.30 a.m. and 6 p.m.

except that in the case of boiler attendants the weekly hours may be 46 and the daily hours 9½.

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

(3) *Rest Intervals.*—(i) Employees not engaged upon a conveyor apparatus.—Every employer shall grant to each of his employees, other than a traveller, a watchman, a motor vehicle driver, or an employee engaged in delivering goods or messages outside the establishment of his employer a rest interval of not less than ten minutes as near as practicable to—

- (a) the middle of each morning work period;
- (b) the middle of each afternoon work period;

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

(ii) *Employees Engaged on a Conveyor Apparatus.*—Employees engaged on work in conjunction with a conveyor apparatus shall be given suitable rest intervals during working hours, amounting in all to not less than thirty minutes daily. All such rest periods shall be reckoned as part of the employee's working hours but no work whatever shall be performed during such rest intervals by any employee engaged upon this type of operation.

(4) *Meal Breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without an interval of at least one hour, provided that:

- (i) If such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work.
- (ii) An employee who is required or permitted to work for two or more periods broken by intervals of less than one hour, other than rest intervals prescribed in sub-clause (3), the said periods of work totalling more than five hours, shall be deemed to have been employed for more than five hours continuously.

(5) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers, caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-clause (1) of this clause, and employees in receipt of R1,920.00 per annum or over, provided that in the case of a watchman he shall not be required or permitted to work for more than 13 (thirteen) nights consecutively without being granted a night off duty; the provisions of sub-clauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

10. OVERTIME.

(1) *Overtime.*—All time worked in excess of the ordinary daily hours prescribed in clause 9 or before 7.30 a.m. and after 6 p.m. on Monday to Friday, shall be deemed to be overtime.

(2) *Limitation of Overtime.*—(i) *Male Employees.*—No employer shall require or permit a male employee to work more than 10 hours overtime in any week.

(ii) *Female Employees.*—(a) *Daily, Weekly and Annual Limits.*—No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, nor shall he require or permit such employee to work overtime for more than—

- (a) ten hours in any week;
- (b) two hours on any day;
- (c) three consecutive days;
- (d) sixty days in any year;

(b) *Notice of Working of Overtime to be given to Employees.*—No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer—

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

A break for a meal of not less than one hour, shall be allowed to female employees between the closing of the ordinary working hours, and the commencement of overtime, when such overtime exceeds one hour; provided that no time shift shall exceed five hours without a break for a meal.

9. GEWONE WERKURE, ETENS- EN RUSPOUSES.

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

- (i) 42½ uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in enige week van Maandag tot en met Vrydag;
- (ii) 8½ uur op enige dag tussen die ure 7.30 vm. en 6 nm. met uitsondering van die geval van ketelbedieners, wie se weeklikse ure 46 en daaglikse werkure 9½ mag wees.

(2) *Werkure moet aaneenlopend wees.*—Alle werkure op 'n bepaalde dag moet, met uitsondering van etenstye en ruspouses soos in hierdie klousule bepaal, aaneenlopend wees.

(3) *Ruspouses.*—(i) *Werknemers wat nie in verband met 'n vervoerapparaat werksaam is nie.*—Elke werkgewer moet aan elk een van sy werknemers, uitgesonderd 'n handelsreisiger, 'n wag, 'n drywer van 'n motorvoertuig of 'n werknemer wat goedere en boodskappe buite die bedryfsinrigting van sy werkgewer aflewer, 'n ruspouse van minstens tien minute toestaan so na as moontlik aan—

- (a) die middel van elke oggendskof;
- (b) die middel van elke namiddagskof;

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

(ii) *Werknemers wat met vervoerapparaat werk.*—Aan werknemers wat werk in verband met 'n vervoerapparaat verrig, moet daar geskikte ruspouses gedurende werkure verleen word, en sodanige ruspouses moet altesaam minstens dertig minute per dag beloop. Al sodanige ruspouses moet gereken word as deel van die werknemer se werkure, maar geen werk hoegenaamd mag gedurende sodanige ruspouses deur 'n werknemer wat hierdie tipe werksaamheid verrig, gedoen word nie.

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

- (i) as sodanige pouse langer as een uur duur, die tydperk wat dit langer as een uur duur, geag word werkure te wees;
- (ii) 'n werknemer van wie daar vereis word of wat toegelaat word om vir twee of meer tydperke wat onderbreek word deur pouses van minder as een uur [uitgesonderd die ruspouses voorgeskryf in subklousule (3)] te werk en wie se werkydperk altesaam meer as 5 uur beloop, geag word werksaam te gewees het vir 'n ononderbroke tydperk van meer as 5 uur.

(5) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing nie op handelsreisigers, handelsreisigers se drywers, opassers of wagte wat persele en/of ander eiendom bewaak op ander tye as gedurende die gewone werkure bedoel in subklousule (1) van hierdie klousule, en op werknemers wat R1,920.00 per jaar of meer ontvang; met dien verstande dat, in die geval van 'n wag, daar nie van hom vereis of hy nie toegelaat mag word om vir meer as 13 (dertien) nagte aaneen sonder 'n vry nag te werk nie. Die bepalinge van subklousules (2), (3) en (4) is nie van toepassing nie op 'n werknemer wat noodwerk verrig of werk doen in verband met die opknapping of herstel van masjinerie wat nie gedurende die gereelde werkure onderneem kan word nie.

10. OORTYDWERK.

(1) *Oortydwerk.*—Alle tyd wat daar buite die gewone daaglikse ure soos voorgeskryf in klousule 9 of voor 7.30 vm. en na 6 nm. van Maandag tot Vrydag gewerk word, word geag oortydwerk te wees.

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

(ii) *Vroulike werknemers.*—(a) *Daaglikse, weeklikse en jaarlikse perke.*—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om voor 6 vm. of na 6 nm. op enige dag te werk nie en hy mag ook nie sodanige werknemer toelaat of van haar vereis om oortyd vir meer as—

- (a) tien uur in 'n week;
- (b) twee uur op 'n dag;
- (c) drie agtereenvolgende dae;
- (d) sesdig dae in 'n jaar;

te werk nie.

(b) *Werknemers moet kennis gegee word van oortydwerk.*—Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om langer as een uur op 'n dag oortyd te werk nie tensy die werkgewer—

- (i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of
- (ii) sodanige werknemer voorsien van 'n toereikende ete voordat sy met haar oortydwerk moet begin; of
- (iii) sodanige werknemer 'n toelae van 15 sent betaal het ten einde haar in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

'n Etenspouse van minstens een uur moet tussen die einde van die gewone werkure en die begin van die oortydwerk aan vroulike werknemers toegestaan word wanneer sodanige oortydwerk langer as een uur duur; met dien verstande dat geen tydskof langer as vyf uur sonder 'n etenpouse mag wees nie.

(3) An employee shall be deemed to be working in the employment of an employer in addition to any period during which he is actually working—

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any premises in which the industry is being carried on;
- (b) during any period during which he is present upon or in any such premises; and
- (c) during any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven—

provided that if it is proved during what portion of any such period as is referred to in paragraph (b) or (c) any such employee actually worked in his employment the presumption established by this sub-clause shall not apply in respect of that employee in relation to that period.

(4) Overtime accrues daily and shall be reckoned day by day as time worked after the completion of the ordinary daily working hours of an establishment. All overtime of a lesser period than fifteen minutes, which an employee may be required to work shall be paid for as one-quarter of any hour overtime.

(5) Overtime shall apply to all employees in an establishment, except employees in receipt of R1,920.00 per annum or over, employees employed as travellers, travellers' drivers, and caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-clause (1) of clause 9.

11. PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Overtime*.—An employer shall pay to his employee in respect of all overtime worked by him not less than—

- (a) if a time worker, not less than one and one-third times his minimum weekly wage as prescribed in clause 4 (1) divided by 42½ for each hour or part of an hour so worked;
- (b) if a piece-worker, not less than one and one-third times his piece-work rates;
- (c) if a boiler attendant one and one-third times his minimum weekly wage divided by 46 for each hour or part of an hour so worked.

(2) *Saturday Work*.—No work shall be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-clause (1).

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

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or
- (b) pay the employee not less than one and a third times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e. a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than eight and one-half hours' remuneration provided that for the purpose of this sub-clause, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

(4) Public Holidays—

(a) Public Holidays other than Van Riebeeck Day.

An employee shall be entitled to leave on full pay in respect of the following Public Holidays and where he is required or permitted to work on such holiday he shall be paid in addition to his normal wage in respect of such holiday wages at straight time in respect of the hours so worked:

Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Settlers' Day and Kruger Day.

(b) Van Riebeeck Day.

Where an employee is instructed not to report for work on Van Riebeeck Day he shall be paid in respect of such day three hours pay at his normal rate of remuneration.

Where, however, an employee is required or permitted to work on such day, he shall in addition to such three hours

(3) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag in die diens van 'n werkgever aan die werk te wees—

- (a) gedurende enige tydperk waarin hy ooreenkomstig die vereistes van sy werkgever aanwesig is in of by persele waarin in die Nywerheid beoefen word;
- (b) gedurende enige tydperk wat hy in of by sodanige persele teenwoordig is; en
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, afgesien daarvan of sodanige voertuig gedryf word of nie;

met dien verstande dat, as daar bewys word dat sodanige werknemer vir 'n bepaalde gedeelte van die tydperk bedoel in paragraaf (b) of (c), werklik gewerk het in die uitvoering van sy diens, die vermoede wat by hierdie subartikel geskep word, nie in verband met daardie tydperk ten opsigte van daardie werknemer van toepassing is nie,

(4) Oortydbesoldiging word daagliks verdien en moet dag na dag bereken word as tyd gewerk na die voltooiing van die gewone daaglikse werkure van 'n bedryfsinrigting. Waar daar van 'n werknemer vereis word om oortyd vir 'n korter tydperk as vyftien minute te werk, moet daar vir al sodanige oortydwerk betaal word as 'n kwart van 'n uur se oortydwerk.

(5) Die bepalinge omtrent oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting uitgesonderd werknemers wat R1,920.00 per jaar of meer ontvang, werknemers wat as handelsreisigers, handelsreisigers se drywers, en oppassers of wagte wat persele en/of ander eiendom bewaak op ander tye as gedurende die gewone werkure soos bedoel in subklousule (1) van klousule 9, werksaam is.

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

(1) *Oortydwerk*.—'n Werkgever moet sy werknemer die volgende ten opsigte van alle oortyd wat hy gewerk het, betaal—

- (a) As hy 'n tydwerker is, minstens een en een derde maal sy minimum weekloon soos voorgeskryf in klousule 4 (1), gedeel deur 42½, vir elke uur of gedeelte van 'n uur aldus gewerk;
- (b) as hy 'n stukwerker is, minstens een en een derde maal sy stukwerkloon;
- (c) as hy 'n ketelbediener is, een en een derde maal sy minimum weekloon, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk.

(2) *Werk op Saterdag*.—Geen werk mag sonder die toestemming van die Raad op 'n Saterdag verrig word nie, en alle tyd wat daar op 'n Saterdag gewerk word, word geag oortydwerk te wees waarvoor daar ooreenkomstig subklousule (1) betaal moet word.

(3) *Werk op Sondag*.—Geen werk mag sonder die toestemming van die Raad op Sondag verrig word nie, en wanneer daar van 'n werknemer vereis word of hy toegelaat word om op 'n Sondag te werk, moet sy werkgever sodanige werknemer soos volg betaal—

- (a) (i) As hy vir 'n tydperk van hoogstens vier uur aldus werk, minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (ii) as hy vir 'n tydperk van langer as vier uur aldus werk, besoldiging teen minstens dubbel sy gewone besoldiging, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of 'n besoldiging minstens gelyk aan dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

- (b) minstens een en een derde maal sy gewone uurloon ten opsigte van elke uur op sodanige Sondag gewerk, en hom dan binne sewe dae vanaf sodanige Sondag een werkdag, dit wil sê 'n ander dag as 'n Saterdag of 'n Sondag, as 'n vakansiedag toestaan en hom ten opsigte daarvan minstens agt en 'n half uur se besoldiging betaal; met dien verstande dat, vir die toepassing van hierdie subklousule, 'n stukwerker minstens die ekwivalente bedrag waarop hy geregtig sou gewees het as hy as 'n tydwerker werksaam was, betaal moet word.

(4) Openbare vakansiedae—

(a) Openbare vakansiedae uitgesonderd Van Riebeeckdag.

'n Werknemer is ten opsigte van ondergenoemde openbare vakansiedae geregtig op verlof met volle betaling, en waar daar van hom vereis word of hy toegelaat word om op sodanige vakansiedag te werk, moet hy, benewens die loon wat hy gewoonlik ten opsigte van sodanige vakansiedag ontvang, ook sy gewone loon ten opsigte van die ure aldus gewerk, betaal word:

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

(b) Van Riebeeckdag.

Waar 'n werknemer opdrag ontvang om hom nie vir werk op Van Riebeeckdag aan te meld nie, moet hy ten opsigte van sodanige dag drie uur se loon teen sy gewone besoldiging betaal word.

Waar daar egter van 'n werknemer vereis word of waar hy toegelaat word om op sodanige dag te werk, moet hy, benewens sodanige drie uur se besoldiging, ook besoldiging

pay receive payment for time worked at the rate of time and a third calculated in accordance with sub-clause (1) of this clause.

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

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

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

(7) *Savings.*—The provisions of this clause shall not apply to watchmen, travellers, travellers' drivers and to employees in receipt of over R1,920.00 per annum.

12. SHORT TIME.

(1) An employer shall, prior to the day on and from which he intends to work short time, notify all employees concerned by posting up a notice, or notices, in a prominent position well known and easily accessible to employees in any section or department of the establishment concerned.

(2) Any employee who has not been given notice in terms of sub-clause (1) hereof shall, on attending at the establishment, be entitled to be employed for a full working day, or be paid full wages in lieu thereof.

(3) (a) An employee who has been given notice not to attend on any day on account of short-time shall be paid in respect of each such day not less than 3 hours pay at his ordinary rate of remuneration.

(b) An employee whether on time or piece-work on any day attends at the establishment on the instructions of the employer or his representative shall be entitled to be employed for at least 4 hours on such day or to receive 4 hours pay at his ordinary rate of remuneration in terms of clause 4 (1).

13. PROVISION OF TEA AND OTHER BEVERAGES.

(1) Where tea (or other beverage) is provided by the employer, a deduction of not more than one half cent per cup may be made from the wages of the employee receiving such tea (or similar beverage), on condition that no employee may be compelled to take tea (or other beverage) and that the deduction is permissible only where the employee has agreed to accept the tea (or other beverage).

Reference to "tea" in this sub-clause shall include the provision of milk and sugar for mixing with such tea (or other beverages).

(2) Where tea or other beverage is not provided, the employer shall, at his own expense provide and have immediately available to his employees at the commencement of each rest interval, and also at lunch time, a sufficient supply of boiling water and the necessary utensils for the making of tea.

14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

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

(2) *Females in Certain Occupations.*—(a) The employment of females as pressers, and under-pressers in the clothing section and as despatch packers and assistant despatch packers is expressly prohibited, provided that this provision shall not apply to:

Female under-pressers, despatch packers and assistant despatch packers, employed as such prior to the date of coming into force of this Agreement.

(b) A female shall not be required or permitted to use an iron of more than nine pounds in weight.

(3) *Non-members of Trade Union.*—No member of the employers' organization shall give employment for a period of longer than one month to any employee who is not a member of the trade union registered for the clothing industry for the Magisterial Districts in which this Agreement is operative, provided that the provisions of this sub-clause shall not apply to:—

(a) clerical employees; or

(b) any employee to whom, in the opinion of the Council membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within thirty days of such refusal for exemption from the operation of this section;

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

ontvang vir die tyd gewerk, en wel teen een en een derde maal sy loon, bereken ooreenkomstig die bepalinge van subklousule (1) van hierdie klousule.

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

(6) *Paasnaweek.*—Geen werk mag na 1 nm. op die dag onmiddellik voor Goeie Vrydag verrig word nie, en die werknemers moet die namiddag vry gegee word as 'n halfdag vakansie met betaling.

Die werknemer moet vir sodanige namiddag volle betaling ontvang ten opsigte van die ure wat gewoonlik op Donderdag-namiddag gewerk word. Waar daar op sodanige halfdag vakansie met besoldiging gewerk word, moet die werknemers, benewens betaling vir sodanige halfdag vakansie, ook betaling teen die oortydtarief ontvang vir tyd na 1 nm. gewerk.

(7) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing nie op wagte, handelsreisigers, handelsreisigers se drywers en werknemers wat meer as R1,920.00 per jaar ontvang.

12. KORTTYD.

(1) 'n Werkgewer moet voor die dag waarop en met ingang waarvan hy voornemens is om korttyd te laat werk, al die betrokke werknemers daarvan in kennis stel deur 'n kennisgewing of kennisgewings op te plak op 'n opvallende plek wat aan die werknemers in enige seksie of afdeling van die betrokke bedryfs-inrigting bekend en redelik toeganklik vir hulle is.

(2) 'n Werknemer wat nie kennis ooreenkomstig die bepalinge van subklousule (1) hiervan ontvang het nie, is, wanneer hy hom by die bedryfsinrigting aanmeld, daarop geregtig om vir 'n volle dag te werk of om 'n volle dag se loon in plaas daarvan te ontvang.

(3) (a) 'n Werknemer aan wie daar kennis gegee is om, weens korttyd, nie op 'n bepaalde dag te kom werk nie, moet ten opsigte van elke sodanige dag minstens drie uur se loon teen sy gewone besoldiging betaal word.

(b) 'n Werknemer wat op 'n tyd- of stukwerkgrondslag werk-saam is en hom op enige dag by die bedryfsinrigting aanmeld op las van die werkgewer of sy verteenwoordiger, is daarop geregtig om vir minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig die bepalinge van klousule 4 (1) hiervan te ontvang.

13. VERSKAFFING VAN TEE EN ANDER DRANKE.

(1) Waar tee of ander drank deur die werkgewer verskaf word, kan 'n bedrag van hoogstens 'n ½ sent per koppie van die loon van die werknemer wat sodanige tee of dergelike drank ontvang, afgetrek word op voorwaarde dat geen werknemer verplig mag word om tee of ander drank te gebruik nie en dat die aftrekking toelaatbaar is alleenlik waar die werknemer daarmee ingestem het om die tee of ander drank te ontvang.

Waar daar in hierdie subklousule van „tee” melding gemaak word, word ook die verskaffing van melk en suiker wat met sodanige tee of ander drank gebruik word, bedoel.

(2) Waar tee of ander drank nie verskaf word nie, moet die werkgewer op sy koste 'n toereikende voorraad kookwater en die nodige gerei vir die maak van tee verskaf en dit onmiddellik vir sy werknemers beskikbaar stel aan die begin van elke rustydp-erik en ook gedurende die middagete.

14. INDIENSNEMING VAN SEKERE PERSONE VERBODE.

(1) *Persones onder die leeftyd van vyftien jaar.*—Geen werk-gewer mag enigeen onder die leeftyd van vyftien jaar in diens neem nie.

(2) *Vrouens in sekere beroepe.*—(a) Die indiensneming van vrouens as persers en onderpersers in die klerasieseksie en as versendingsverpakkers en assistent-versendingsverpakkers word uitdruklik verbied, met dien verstande dat hierdie bepaling nie van toepassing is nie op:

Vroulike onderpersers, versendingsverpakkers en assistent-versendingsverpakkers wat voor die datum van inwerkingtre-ding van hierdie Ooreenkoms as sodanig in diens was.

(b) Daar mag nie van 'n vrou vereis word of sy mag nie toe-gelaat word om 'n strykyster wat meer as agt pond weeg, te gebruik nie.

(3) *Nie-lede van Vakvereniging.*—'n Werknemer wat nie lid is nie van die Vakvereniging wat vir die Klerasienywerheid in die landdrosdistrikte waarin hierdie Ooreenkoms van krag is, geregi-streer is, mag nie deur 'n lid van die werkgewersorganisasie vir 'n langer tydperk as een maand in diens geneem word nie; met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is nie op—

(a) klerke; of

(b) 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van die Vakvereniging geweier is sonder 'n regsgeldige rede, as die applikant binne 30 dae na sodanige weiering by die Raad aansoek gedoen het om vrystelling van die bepalinge van hierdie klousule;

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

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

15. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) *Annual Leave.*—(i) Every employee who on the latest day on which he can commence his leave shall have completed at least one year's continuous service with his employer shall between the 15th December of each year and the 14th January of the following year, be granted at least three consecutive weeks annual leave made up as follows:

- (a) 12 ordinary working days at full wage;
- (b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with Clause 11 (4) of this Agreement;
- (c) when the Day of the Covenant falls within the period of annual leave it shall in accordance with Clause 11 (4) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

(ii) Any employee who on the 15th December of any year has not completed 12 months' continuous service with his employer and whose employment has not been terminated shall be paid:

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

(iii) Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

One day's pay in respect of each completed month of service calculated from the 15th December of the previous year or from the date of engagement, whichever is the shorter period.

(2) *Paid Public Holidays.*—(i) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Boxing Day and New Year's Day, each employee shall be entitled to and be granted leave on full pay on the Day of the Covenant, Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day and Kruger Day.

(ii) Where an employee's service terminates immediately before any of the paid public holidays mentioned in sub-clause (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for, and provided further that—

- (a) where the service of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognized by law as sufficient as referred to in paragraph (a) of sub-clause (1) of Clause 18, at any time during December of any year such employee shall be paid one day's pay in respect of each of the public holidays referred to in paragraph (i) of sub-clause (1) of this clause, which falls after the date of termination of service;
- (b) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in sub-clause (1) (i) of this clause unless such paid public holidays fall within an extended period calculated in the manner set out herein.

(iii) Whenever an employee works on Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him not less than his ordinary hourly wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(iv) In the event of a paid holiday falling upon a Sunday it shall be observed the day following.

(v) In the event of any of the paid holidays referred to in sub-clauses (1) and (2) of this clause falling on a Saturday, an employer shall pay his employee who does not work on such day five and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday immediately preceding such Saturday.

- (d) 'n immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum van sy indiensneming in die Nywerheid 'n uitnodiging van die betrokke Vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING.

(1) *Jaarlikse Verlof.*—(i) Aan 'n werknemer wat op die laatste dag waarop hy met sy verlof kan begin, minstens een jaar se aaneenlopende diens by sy werkgever voltooi het, moet tussen 15 Desember elke jaar en 14 Januarie van die daaropvolgende jaar jaarlikse verlof vir minstens drie agtereenvolgende weke verleen word wat uit die volgende bestaan:

- (a) 12 gewone werkdae teen volle besoldiging;
- (b) Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met besoldiging ooreenkomstig die bepalings van klousule 11 (4) van hierdie Ooreenkoms;
- (c) Geloftedag: Wanneer hierdie dag binne die tydperk van jaarlikse verlof val, moet dit ook ooreenkomstig die bepalings van klousule 11 (4) van hierdie Ooreenkoms as 'n openbare vakansiedag met besoldiging beskou word en moet die jaarlikse vakansieverloftermyn aldus met een dag verleng word.

(ii) 'n Werknemer wat op 15 Desember van enige jaar nie 12 maande aaneenlopende diens by sy werkgever voltooi het nie en wie se diens nie beëindig is nie, moet soos volg betaal word:

- (a) Vir elke voltooide maand diens in daardie jaar, 'n bedrag gelyk aan een dag se besoldiging plus—
- (b) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse vakansietydperk gesluit is—Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag.

(iii) By diensbeëindiging moet 'n werknemer in plaas van verlof betaling ontvang wat soos volg bereken word:

Een dag se besoldiging ten opsigte van elke voltooide maand diens, bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die tydperk wat die kortste is.

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

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

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

- (a) waar 'n werkgever om 'n ander rede as ontslag sonder kennisgewing om 'n regsgeldige rede soos in paragraaf (a) van subklousule (1) van klousule 18 bedoel, die diens van sy werknemer beëindig op enige tyd gedurende Desember van enige jaar, sodanige werknemer een dag se besoldiging betaal moet word ten opsigte van elkeen van die openbare vakansiedae soos in paragraaf (i) van subklousule (1) van hierdie klousule bedoel, wat na die datum van diensbeëindiging val;
- (b) waar 'n werknemer aan sy werkgever kennis gee van sy voorneme om sy diens te eniger tyd gedurende Desember in enige jaar te beëindig, sodanige werknemer nie op betaling ten opsigte van die openbare vakansiedae met besoldiging wat in subklousule (1) (i) van hierdie klousule genoem word, geregtig is nie tensy sodanige openbare vakansiedae met besoldiging binne 'n verlengde tydperk val soos ooreenkomstig die bepalings van hierdie klousule bereken.

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

(iv) Ingeval 'n vakansiedag met besoldiging op 'n Sondag val, word die dag daarna geag sodanige vakansiedag te wees.

(v) Ingeval enigeen van die vakansiedae met besoldiging soos in subklousules (1) en (2) van hierdie klousule bedoel, op 'n Saterdag val, moet 'n werkgever sy werknemer wat nie op sodanige dag werk nie, vyf en 'n half uur se loon betaal benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk vanaf die Maandag tot die Vrydag onmiddellik voor sodanige Saterdag.

(vi) Whenever an employee works on a paid holiday falling upon a Saturday, payment for any such day shall be in terms of sub-clause (2) (v) plus, in addition, one and one-third times his hourly rate of wage for each hour worked on such Saturday.

(3) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of sub-clause (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of sub-clause (1) or sub-clause (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(4) For the purpose of this clause, employment shall be deemed to commence from:—

- (a) the date on which the employee entered the employer's services; or
- (b) the date on which an employee who has, in accordance with the previous Agreement been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement whichever may be the later.

(5) Short time shall not be deducted by an employer, when computing the period of employment qualifying for annual leave, in terms of sub-clause (1) of this clause.

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

(7) *Clerical Employees, Maintenance Personnel, Night Watchmen and employees in receipt of R1,920.00 per annum or more.*—An employer may make mutual arrangements with his clerical employees, maintenance personnel, night watchmen and employees in receipt of R1,920.00 per annum or more to take their annual holiday at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-clause (1) of this clause and in that event such employee shall be entitled to not less than three consecutive weeks leave to be granted not later than within three months of the year of employment to which it relates.

(8) *Leave and Notice not to be Concurrent.*—Except in the case of monthly-paid employees during the months of December and January, the period of annual leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing military training in terms of the Defence Act, 1957.

(9) Any period during which an employee—

- (a) is on leave in terms of sub-clause (1); or
- (b) is absent on military training, not exceeding four months, undergone in that year; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this sub-clause shall cease to apply as from the date fixed by the Industrial Council;

shall be deemed to be employment for the purpose of sub-clause (1) and (2), provided that—

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days;
- (ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(vi) Wanneer 'n werknemer op 'n vakansiedag met besoldiging wat op 'n Saterdag val, werk, moet hy vir sodanige dag betaal word ooreenkomstig subklousule (2) (v) en daarbenewens een en een derde maal sy uurloon ontvang vir elke uur op sodanige Saterdag gewerk.

(3) *Betaling vir Verlof.*—Die werkgewer moet aan sy werknemer aan wie verlof ingevolge subklousule (1) hiervan verleen is, sy besoldiging ten opsigte van sodanige verlof voor of op die laaste werkdag voor die begin van genoemde tydperk betaal, en enige bedrag wat ingevolge subklousule (1) of (2) betaal word, moet bereken word teen die besoldiging wat die werknemer onmiddellik voor die datum waarop die verlof verskuldig geword het of waarop sy diens beëindig is, na gelang van die geval, ontvang het, en wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, word sy gewone besoldiging vir die toepassing van hierdie klousule bereken asof hy per uur besoldig was en word dit op enige datum vasgestel deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

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

- (a) die datum waarop die werknemer by die werkgewer in diens getree het; of
- (b) die datum waarop 'n werknemer aan wie daar ooreenkomstig die vorige Ooreenkoms afwesigheidsverlof met volle besoldiging verleen is, kragtens sodanige Ooreenkoms op verlof geregtig geword het;

naamlik die jongste datum.

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

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

(7) *Klerke, onderhoudspersoneel, nagwagte en werknemers wat R1,920.00 per jaar of meer ontvang.*—'n Werkgewer mag onderling met sy klerke, onderhoudspersoneel, nagwagte en werknemers wat R1,920.00 per jaar of meer ontvang, reëlins tref om hul jaarlikse vakansie te neem gedurende 'n ander tydperk as dié tussen 15 Desember en die daaropvolgende 14 Januarie soos in subklousule (1) van hierdie klousule bepaal, en in so 'n geval is sodanige werknemer geregtig op minstens drie agtereenvolgende weke verlof wat binne drie maande na die einde van die jaar diens waarop dit betrekking het, verleen moet word.

(8) *Verlof en kennisgewing van diensbeëindiging mag nie saam val nie.*—Behalwe in die geval van maandeliks besoldigde werknemers gedurende die maande Desember en Januarie, mag die jaarlikse verloftydperk van 'n werknemer nie saamval nie met enige tydperk waarin 'n werknemer kennis van diensbeëindiging gegee het of gegee is of waarin hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan.

(9) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig subklousule (1); of
- (b) weens militêre opleiding vir hoogstens vier maande, wat hy in daardie jaar ondergaan, afwesig is; of
- (c) van sy werk afwesig is op las of op versoek van die werkgewer; of
- (d) van die werk afwesig is weens siekte of weens die feit dat geen vrou gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na geboorte eindig, in 'n bedryfsinrigting mag werk nie en geen werkgewer gedurende daardie tydperk van 'n vroulike werknemer mag vereis of haar mag toelaat om te werk nie. (As die kind doodgebore word of te sterwe kom voor die agt weke na geboorte, is die bepalings van hierdie subklousule met ingang van die datum wat die Nywerheidsraad bepaal, nie meer van toepassing nie);

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

- (i) die bepalings van 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 (maar nie 'n werknemer wat in subparagraaf (ii) bedoel word nie) versuim om, nadat die werkgewer hom daartoe versoek het, aan die werkgewer 'n sertifikaat van 'n geneeskundige praktisyn voor te lê waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige twaalf maande diens wat meer as dertig dae beloop;
- (ii) van 'n werknemer van wie se werkgewer daar vereis word om ingevolge enige Wet van die Parlement voorsiening te maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, daar nie vereis mag word om 'n sertifikaat van 'n mediese praktisyn ten opsigte van enige tydperk van afwesigheid soos in subparagraaf (i) bedoel, voor te lê nie.

(10) *Advance Notice of Annual Leave Period.*—At least one calendar month's notice of the actual date of the end of the year vacation period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees.

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

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

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

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

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

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

If the service card shows that the employee is re-entering the industry after confinement, the employer shall not permit the employee to commence work until a Post Natal Certificate has been produced in terms of sub-clause (8) of this clause.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service. If the employee is ceasing employment due to confinement this shall be endorsed on the card by the words "Due to Confinement" being written on the line below that on which the date of termination is recorded.

(3) *Procedure when Employee does not produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in sub-clause (4) hereunder and a copy of the application shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in paragraph (b) of sub-clause (4) of clause 26. Where the prospective employee has not previously been employed in the Clothing Industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with sub-clause (7) hereunder, or, if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with sub-clause (7) has been produced.

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

(5) *Transfers to be notified.*—Every employer shall within five days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D of this Agreement. In the event of no transfers having occurred a "NIL" return shall be submitted.

The employer shall likewise record transfers on the respective cards of each employee affected.

(6) *Notice of Termination of an Employee's Services to be given in Writing.*—The employer shall when giving notice of intention to dismiss an employee, give his employee written notice in the form of Annexure E to this Agreement (vide clause 18).

(7) *Compulsory X-Ray Examination of New Entrants into the Industry.*—No person who has not previously been employed in the industry, or having previous experience in terms of this Agreement, has not been employed in the industry for a period of one year or more since the date such person was last employed in the industry, shall be employed by an employer after the date of

(10) *Jaarlikse verloftydperk moet vooraf bekendgemaak word.*—Die werkgewer moet minstens een kalendermaand vooraf kennis van die werklike datum van die vakansietydperk aan die end van die jaar gee deur 'n geskikte kennisgewing in die fabriek te vertoon op 'n opvallende plek wat vir sy werknemers gereedlik toeganklik is.

16. INDIENSNEMING, OORPLASING EN DIENSBEÏNDIGING.

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

Die werkgewer moet dadelik by indiensneming die naam van sy fabriek, die datum van indiensneming, die beroep en die loon by indiensneming inskryf in die ruimte wat verskaf word vir „latere ondervinding”, en hy moet die kaart veilig bewaar sodat dit ter bestemde tyd ooreenkomstig die bepalings van subklousule (2) van hierdie klousule behandel kan word wanneer die diens van die werknemer beëindig word.

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

By die indiensneming van sodanige werknemer moet die werkgewer onverwylig die naam van die fabriek en die datum van indiensneming inskryf in die ruimte wat daarvoor in sodanige boek verskaf word en die boek onmiddellik daarna aan die werknemer terugbesorg.

By die beëindiging van sodanige werknemer se diens moet die werknemer op die dag van sodanige beëindiging genoemde lidmaatskapboek wat deur die Siektefonds uitgereik is, aan die werkgewer oorhandig, en die werkgewer moet in die ruimte wat daarvoor verskaf word, die datum van beëindiging inskryf en sodanige datum parafeer.

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

(2) *Dienskaart moet by diensbeëindiging aan die werknemer terugbesorg word.*—By die diensbeëindiging van 'n werknemer moet die werkgewer onmiddellik die res van die besonderhede op die werknemer se dienskaart, d.w.s. die datum van sy vertrek, sy loon op die datum van sy vertrek en die lengte van sy diens, op die werknemer se dienskaart invul. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer oorhandig word. As die werknemer ophou werk weens 'n bevalling, moet hierdie feit op die kaart ingeskryf word deur die woorde „weens bevalling” in te skryf op die reël onderkant dié waarop die datum van diensbeëindiging aangeteken word.

(3) *Prosedure wanneer werknemer nie 'n dienskaart indien nie.*—Die werkgewer moet onmiddellik by indiensneming 'n aansoekvorm soos in Aanhangel B van hierdie Ooreenkoms voorgeskryf, deur die voornemende werknemer laat invul en dit heg aan die weeklikse opgawe van indiensneming soos in subklousule (4) hieronder bedoel, en die werkgewer moet ook 'n kopie van die aansoek terselfdertyd aan die Sekretaris van die Siektefonds soos in paragraaf (b) van subklousule (4) van klousule 26 bedoel, stuur. Waar die voornemende werknemer nie voorheen in die Klerasierywerheid werksaam was nie, moet die werkgewer of nie die applikant in diens neem nie totdat 'n geneeskundige sertifikaat ooreenkomstig subklousule (7) hieronder ingedien is of, as hy die applikant sonder sodanige sertifikaat in diens neem, nie die diens van sodanige werknemer vir meer as vier weke behou nie tensy 'n geneeskundige sertifikaat ooreenkomstig subklousule (7) hiervan gedurende hierdie tydperk ingedien word.

(4) *Weeklikse opgawe van indiensnemings en diensbeëindigings.*—Die werkgewer moet elke week voor of op Vrydag 'n register, in duplo en in die vorm soos in Aanhangel C van hierdie Ooreenkoms voorgeskryf, van alle indiensnemings en diensbeëindigings ten opsigte van daardie week invul en dit aan die Raad stuur; met dien verstande dat waar daar geen personeelveranderings in 'n week plaasgevind het nie, 'n nul-opgawe ingedien moet word.

(5) *Daar moet kennis gegee word van oorplasinge.*—Elke werkgewer moet die Raad binne vyf dae na die end van elke kalendermaand in kennis stel van alle gevalle waar werknemers van die een beroep na 'n ander oorgeplaas is, en die kennisgewings moet wees in die vorm soos voorgeskryf in Aanhangel D van hierdie Ooreenkoms. In geval daar geen oorplasinge was nie, moet 'n nul-opgawe ingedien word.

Die werkgewer moet insgelyks oorplasinge aanteken op die onderskeie kaarte van alle werknemers wat daardeur geraak word.

(6) *Daar moet skriftelik kennis gegee word van die beëindiging van die diens van 'n werknemer.*—Die werkgewer moet, wanneer hy kennis gee van sy voorneme om 'n werknemer te ontslaan, sodanige werknemer skriftelik kennis gee in die vorm van Aanhangel E van hierdie Ooreenkoms (kyk klousule 18).

(7) *Verpligte X-straalondersoeke van nuwe toetreders tot die Nywerheid.*—Niemand wat nie voorheen in die Nywerheid werksaam was nie of wat, hoewel hy vorige ondervinding volgens die bepalings van die Ooreenkoms het, vir 'n tydperk van een jaar of meer sedert die datum waarop hy laas in die Nywerheid werk-

coming into operation of this Agreement unless a medical certificate of fitness for employment has been obtained from the Tuberculosis Clinic of the Cape Town Municipality either immediately prior to engagement or within four (4) weeks from the date of engagement. The medical certificate shall be in the form prescribed in Annexure F of this Agreement and shall be transmitted to the Secretary of the Sick Fund in the event of the employee being engaged by the employer.

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

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

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

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

Supplies of the blank "Post Natal Certificates" may be obtained from the Secretary of the Fund.

(9) *Proof of age to be produced on Engagement.*—An employer shall require an employee who has not previously been employed in the Industry, to produce documentary proof of age either in the form of a Birth, Baptismal or Vaccination Certificate (or such other documentary proof recognized by the Council) within fourteen days from the date on which he assumed duty and in the event of the employee failing to produce such proof of age, the employer shall apply to the authorities on behalf of his employee for the necessary documentary proof.

In this regard, the employer shall be entitled to deduct an amount of 25 cents from the remuneration of his employee to cover the cost of such application.

On receipt of documentary proof of age, the employer shall submit same to the Secretary of the Council.

17. RECORD CARDS, ACT AND AGREEMENT.

(1) *Record Cards.*—Every employer shall maintain a record card in respect of each of his employees showing the following particulars:

- (a) Factory number of employee.
- (b) Name.
- (c) Sex.
- (d) Address.
- (e) Age.
- (f) Occupation.
- (g) Starting date.
- (h) Previous experience.
- (i) Number of certificate of service or service card.
- (j) Commencing wage.
- (k) Dates of increments.
- (l) Provident Fund Group.
- (m) Date of entry into Provident Fund.
- (n) Date Council advised of first deduction for Provident Fund.
- (o) Name and address of Provident Fund nominee.
- (p) Date nominee form sent to Council.

(2) *Exhibition of Agreement.*—Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement, in both official languages.

(3) *Administration of Agreement.*—The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provision for the guidance of employers and employees.

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

saam was, nie in die Nywerheid gewerk het nie, mag na die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werkgewer in diens geneem word nie tensy 'n mediese sertifikaat van geskiktheid vir diens of onmiddellik voor indiensneming of binne vier (4) weke na die datum van indiensneming van die Tuberkuloseklyniek van die Kaapstadse Munisipaliteit verkry is. Hierdie mediese sertifikaat moet in die vorm wees soos voorgeskryf in Aanhangsel F van hierdie Ooreenkoms en moet aan die Sekretaris van die Siektefonds deurgestuur word ingeval die werknemer deur die werkgewer in diens geneem word.

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

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

Die werkgewer moet voor of op die datum waarop sodanige werknemer se diens beëindig word of die datum waarop sy ophou om te werk, na gelang van die geval, sodanige werknemer voorsien van 'n oningevulde „na-geboorte-ondersoeksertifikaat", en nóg dieselfde werkgewer nóg 'n nuwe werkgewer mag die werknemer toelaat om weer te begin werk of om nuwe werk te aanvaar tensy die werknemer 'n behoorlik ingevulde „na-geboorte-ondersoeksertifikaat" van geskiktheid vir diens indien.

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

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

(9) *Bewys van ouderdom moet by indiensneming gelewer word.*—'n Werkgewer moet van 'n werknemer wat nie voorheen in die Nywerheid werksaam was nie, vereis om dokumentêre bewys van sy ouderdom in die vorm van 'n geboorte-, doop- of inentingsertifikaat of dié ander dokumentêre bewys wat deur die Raad erken word, te lewer binne veertien dae vanaf die datum waarop hy diens aanvaar het, en ingeval die werknemer versuim om sodanige bewys van ouderdom te lewer, moet die werkgewer namens sy werknemer by die owerheid aansoek doen om die nodige dokumentêre bewys.

In hierdie opsig is die werkgewer daarop geregtig om 'n bedrag van 25 sent van die besoldiging van sy werknemer af te trek ten einde die koste van sodanige aansoek te dek.

By ontvangs van dokumentêre bewys van ouderdom, moet die werkgewer dit aan die Sekretaris van die Raad voorlê.

17. REGISTERKAARTE, WET EN OOREENKOMS.

(1) *Registerkaart.*—Elke werkgewer moet 'n registerkaart wat ondergenoemde besonderhede bevat, ten opsigte van elkeen van sy werknemers byhou:

- (a) Fabrieksnummer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Beroep.
- (g) Begindatum.
- (h) Vorige ondervinding.
- (i) Nommer van dienssertifikaat of dienskaart.
- (j) Aanvangsloon.
- (k) Verhogingsdatums.
- (l) Voorsorgsfondsgroep.
- (m) Datum van toetrede tot Voorsorgsfonds.
- (n) Datum waarop Raad geadviseer is van eerste aftrekking vir Voorsorgsfonds.
- (o) Naam en adres van benoemde vir Voorsorgsfonds.
- (p) Datum waarop benoemde vorm aan die Raad gestuur is.

(2) *Vertoning van Ooreenkoms.*—Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies wat kragtens die Wet uitgevaardig is, in sy bedryfsinrigting opplak en opgeplak hou op 'n opvallende plek wat geradelik vir sy werknemers toeganklik is.

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

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

18. TERMINATION OF EMPLOYMENT.

(1) *Period of Notice.*—Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognized by law as sufficient;
 - (b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;
 - (c) the provisions of sub-clause (8) of this clause;
- an employer and his employee shall, in the case of a weekly-paid employee, give not less than one week's notice and in the case of a monthly-paid employee, not less than one month's notice, of his intention to terminate the contract of employment.

(2) *Payment or Forfeiture in Lieu of Notice.*—In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of a weekly-paid employee, one week's pay;
 - (b) in the case of a monthly-paid employee, one month's pay;
- at the rate of pay which such employee was receiving immediately before the date of such termination.

In the above regard absence from work without prior permission for a period of six consecutive calendar days shall constitute a termination of contract of service unless within such six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 15 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-clause (1) of this clause, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice.*—(i) *Weekly-Paid Employees:* Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay day of the establishment.

(ii) *Monthly-paid Employees:* Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

(6) For the purpose of this clause, a week's notice shall mean a working week of 42½ hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (3).

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

- (a) An employee may terminate his contract of employment, by giving his employer notice equivalent to the number of days being worked in the week preceding the notice week; and
- (b) An employer working short-time, shall give like notice to an employee to terminate his contract of employment.

(8) *Trial Periods.*—(a) *Weekly Employees:* The provisions of this clause shall not apply in respect of the first week after commencing employment. Such week shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at four hours' notice.

(b) *Monthly Employees:* The provisions of this clause shall not apply during the first four weeks of employment. Such four weeks shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 24 hours' notice.

18. DIENSBEËINDIGING.

(1) *Kennisgewingtermyn.*—Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
 - (b) die bepalings van 'n skriftelike Ooreenkoms tussen die werkgewer en sy werknemers waarin daar voorsiening gemaak word vir 'n kennisgewingtermyn wat vir albei partye ewe lank en langer is as een week of een maand, na gelang van die geval;
 - (c) die bepalings van subklousule (8) van hierdie klousule;
- moet 'n werkgewer of sy werknemer in die geval van 'n weekliks besoldigde werknemer minstens een week vooraf en in die geval van 'n maandelikse werknemer minstens een maand vooraf kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring van betaling in plaas van kennisgewing.*—Ingeval 'n werkgewer of 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy onderskeidelik die volgende betaal of verbeur:

- (a) In die geval van 'n weekliks besoldigde werknemer, een week se loon;
- (b) in die geval van 'n maandelikse besoldigde werknemer, een maand se loon

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

In verband met bostaande bepalings word afwesigheid van werk, sonder dat goedkeuring vooraf verkry is, vir 'n tydperk van ses agtereenvolgende kalenderdae geag 'n beëindiging van die dienskontrak te wees tensy die werknemer binne sodanige ses dae sy werkgewer voorsien het van 'n mediese sertifikaat waarin verklaar word dat hy nie daartoe in staat is om sy gewone werk te verrig nie, en in so 'n geval moet die werkgewer binne drie dae na ontvangs van sodanige sertifikaat die werknemer verwittig dat hy die betrekking van sodanige werknemer sal oophou totdat die werknemer in staat is om te werk of moet hy sodanige werknemer skriftelik kennis gee van die beëindiging van sy diens. 'n Werkgewer wat versuim om sy werknemer se werk oop te hou of om hom binne sodanige drie dae kennis te gee, moet die werknemer dan betaal in plaas van kennis te gee.

(3) Indien die geld wat 'n werkgewer aan lone verskuldig is aan 'n werknemer, minder is as die volle bedrag van die verbeuring soos in subklousule (2) van hierdie klousule bedoel, is die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (as daar is) wat sodanige werknemer ten tyde van die beëindiging van sy dienskontrak toekom.

Vir die toepassing van hierdie subklousule word enige betaling wat ingevolge subklousules (1), (2) en (3) van klousule 15 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag 'n voordeel te wees wat hom toekom.

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

(5) *Datum van inwerkingtreding van Kennisgewing.*—(i) *Weekliks besoldigde werknemers:* Daar moet nie later nie as die dag waarop die werkweek van die bedryfsinrigting eindig, kennis gegee word, en sodanige kennisgewing loop vanaf sodanige dag afgesien daarvan of sodanige dag die gereedde betaaldag van die bedryfsinrigting is of nie.

(ii) *Maandelikse besoldigde werknemers:* Daar moet te eniger tyd voor die gewone sluitingstyd van die bedryfsinrigting op die laaste werkdag van die kalendermaand kennis gegee word, en sodanige kennisgewingtermyn loop vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie klousule, beteken 'n week kennisgewing 'n werkweek van 42½ uur, of 'n volle week se loon in plaas daarvan, en dieselfde bepaling is van toepassing op die tydperk van kennisgewing soos voorgeskryf of ooreengekom ooreenkomstig die bepalings van subklousule (3).

(7) Waar korttyd in 'n bedryfsinrigting gewerk word, moet kennisgewing van diensbeëindiging geskied ooreenkomstig (a) en (b) hiervan:

- (a) 'n Werknemer mag sy dienskontrak beëindig deur sy werknemer kennis te gee vir 'n tydperk wat ooreenkom met die getal dae wat daar in die week voor die kennisgewingweek gewerk is; en
- (b) 'n werkgewer wat korttyd laat werk, moet 'n werknemer vir dieselfde tydperk kennis gee van die beëindiging van sy dienskontrak.

(8) *Proeftydperke.*—(a) *Weeklikse Werknemers:* Die bepalings van hierdie klousule is nie van toepassing nie ten opsigte van die eerste week nadat die werknemer begin werk het. Sodanige week word geag 'n proeftydperk te wees waarin die werkgewer of die werknemer die dienskontrak kan beëindig deur vier uur vooraf kennis te gee.

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

19. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason; provided that no exemption shall be granted to permit a female employee being employed between the hours of 6 p.m. to 6 a.m. unless such work is necessitated by an emergency.

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

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

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

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

(5) Any employee working under an exemption from one or more of the provisions of clause 4 (1), shall be deemed to be a "Learner" employee for the purpose of the ratio of employees provided for under clause 8 of this Agreement.

20. SEATING ACCOMMODATION.

Seats with suitable back rests, approved of by the Council, shall be provided for all female employees.

21. TOOLS AND MATERIALS.

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

22. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 2 cents per week from the earnings of each of his employees, for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 7th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(3) The provisions of this clause shall not apply to employees in receipt of R1,920.00 per annum or more.

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives on the Council, every reasonable facility to attend to their duties in connection with the work of the Council.

24. AGENTS.

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

- (a) enter, inspect and examine any premises or place in which the clothing industry is carried on, at any time when he has cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;
- (c) require the production of any notice, book, list or other document which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;
- (d) require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.

19. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule mag die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om 'n afdoende rede aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling waarvolgens 'n vroulike werknemer toegelaat sal word om tussen die ure 6 nm. tot 6 vm. te werk, verleen mag word nie tensy sodanige werk weens 'n noodgeval noodsaaklik is.

(2) Die Raad moet ten opsigte van enigeen aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en ook die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit goed vind, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

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

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

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

(5) 'n Werknemer wat werk ooreenkomstig 'n vrystelling van een of meer van die bepalings van klousule 4 (1), word geag 'n „leerling" te wees vir die doel van die getalsverhouding van werknemers waarvoor daar in klousule 8 van hierdie Ooreenkoms voorsiening gemaak word.

20. SITPLEKKE.

Sitplekke met geskikte ruglenings, deur die Raad goedgekeur, moet aan alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL.

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

22. UITGAWES VAN DIE RAAD.

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

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

(3) Die bepalings van hierdie klousule is nie van toepassing nie op werknemers wat R1,920.00 per jaar of meer ontvang.

23. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD.

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

24. AGENTE.

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

- (a) enige perseel of plek waarin die klerasienywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy rede het om te vermoed dat enigeen daar werk-saam is;
- (b) elke werkgewer of werknemer wat hy in of by die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goedvind, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het, en hierdie persone moet antwoord op die vrae wat genoemde agent aan hulle stel;
- (c) te vereis dat enige kennisgewing, boek, lys of ander dokument wat gehou, vertoon of gemaak moet word met die doel om die bepalings van hierdie Ooreenkoms na te kom, getoon word, en om sodanige kennisgewing, boek, lys of ander dokument te inspekteer, te ondersoek en 'n afskrif daarvan te maak op 'n manier wat hy in die uitvoering van sy plig nodig ag;
- (d) te vereis dat alle betaalstate, stukwerkboeke of 'n ander boek of boeke waarin daar boekgehou word van die werklike lone wat betaal word aan 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, getoon word, en om al sodanige betaalstate, stukwerkboeke of ander boek of boeke te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) The agent, when entering, inspecting or examining any such place or books aforementioned in this clause, may take with him an interpreter or assistant appointed by the Council.

(3) Every person upon whom the terms of this Agreement are binding shall afford the agent all the facilities prescribed in this clause.

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

(1) No employer in the Industry shall give out any work to be manufactured except in a factory as defined in terms of the Factories, Machinery and Building Works Act, 1941, and nor shall he require or permit any person to perform any work in the Clothing Industry on his behalf other than either—

- (a) as an employee of that employer, in which event all work to be performed by such employee shall be performed in the establishment of the employer; or
- (b) as an employee of another employer in the Industry to whom work has been given out in accordance with clause 28 of this Agreement relating to cut, make and trim.

(2) For the purpose of this clause an "employer in the Industry" shall include a person who is not himself a manufacturer but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the Clothing Industry as defined. For the purpose of this sub-clause "giving out work" shall include the issue of materials for the purpose of having such materials made up into garments or portions of garments.

(3) No employee in the employ of an employer shall disclose to any other employer or person any cutting patterns or templates used by his employer.

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

26. SICK BENEFIT FUND.

(1) The fund established under Government Notice No. 43 of 9th January, 1948, and known as the "Cape Clothing Industry Sick Benefit Fund", hereinafter referred to as the Fund, is hereby continued.

(2) The fund shall be administered according to and in terms of the rules of the said fund as approved by the Council, by a Management Committee hereinafter referred to as the Committee, appointed by the Council at a duly constituted meeting of the Council and consisting of five each of the employers' and employees' representatives on the Council, with the Chairman and the Vice-Chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in clause 10 (1) of the constitution of the Council as amended. A paid Secretary, who shall also be the Secretary of the Fund shall also be appointed by the Committee.

(3) One copy of the rules of the said Fund and any amendments thereof shall be kept by the Secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the Secretary of the Council with the Secretary for Labour.

(4) (a) For the purpose of such Fund, each employer shall each week deduct from the wages of each of his employees, hereinafter referred to as "contributors" for whom minimum wages are prescribed in this Agreement, and who has worked during any week irrespective of the time so worked:—

- (i) In the case of an employee earning a wage of less than R7.00 per week, 6 cents;
- (ii) in the case of an employee earning a wage of R7.00 per week and more but less than R8.70 per week, 7 cents;
- (iii) in the case of an employee earning a wage of R8.70 per week and more but less than R13.00 per week, 8 cents;
- (iv) in the case of an employee earning a wage of R13.00 per week and more but less than R20.00 per week, 10 cents;
- (v) in the case of an employee earning a wage of R20.00 per week and more, 14 cents.

(b) To the amount so deducted in each case the employer shall add a like amount and forward month by month, but not later than the seventh day of each month, the total amount to the Secretary of the Fund at such address as the Management Committee of the Fund may decide on from time to time.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ shall in the case of the first payment by new employees be accompanied by a special form provided free by the Fund reflecting:—

- (i) The full name of the employer;
- (ii) the full name of each contributor from whose wages deductions have been made;

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

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

25. VERBOD OP BUITEWERK EN OPENBAARMAKING VAN WERKGEWERS SE PATRONE, ENS.

(1) Geen werkgever in die Nywerheid mag werk vir vervaardiging uitbestee nie behalwe in 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en hy mag ook nie van enigeen vereis of hom toelaat om werk in die Klerasiennywerheid namens hom te verrig nie, behalwe—

- (a) as 'n werknemer van daardie werkgever, en in so 'n geval moet al die werk wat verrig moet word deur so 'n werknemer, verrig word in die bedryfsinrigting van die werkgever; of
- (b) as 'n werknemer van 'n ander werkgever in die Nywerheid aan wie werk ooreenkomstig klousule 28 van hierdie Ooreenkoms uitbestee is in verband met sny-, maak- en reg-snywerk.

(2) Vir die toepassing van hierdie klousule beteken „werkgever in die Nywerheid” ook 'n persoon wat nie self 'n fabrikant is nie maar wat aan ander werk uitbestee wat, indien dit verrig word op die perseel van die persoon wat die werk uitbestee, werk in die Klerasiennywerheid, soos omskryf, sou uitmaak. Vir die toepassing van hierdie subklousule beteken „werk uitbestee” ook die uitreiking van materiaal met die doel om sodanige materiaal te verwerk in kledingstukke of gedeeltes van kledingstukke.

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

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

26. SIEKTEBYSTANDSFONDS.

(1) Die fonds wat by Goewermmentskennisgewing No. 43 van 9 Januarie 1948 gestig is en bekend staan as die „Siektebystandsfonds van die Kaapse Klerasiennywerheid”, hieronder die „Fonds” genoem, word hierby voortgesit.

(2) Die Fonds moet ooreenkomstig en ingevolge die reëls van genoemde Fonds soos deur die Raad goedgekeur, geadmistreer word deur 'n Bestuurskomitee (hieronder die „Komitee” genoem) wat deur die Raad aangestel is op 'n behoorlik gekonstitueerde vergadering van die Raad en wat bestaan uit vyf verteenwoordigers van die werkgewers en vyf verteenwoordigers van die werknemers in die Raad, met die Voorsitter en die Ondervoorsitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel is, moet daar 'n sekondus aangestel word op die manier soos voorgeskryf in klousule 10 (1) van die konstitusie van die Raad, soos gewysig. 'n Besoldigde sekretaris, wat ook die Sekretaris van die Fonds moet wees, moet ook deur die Komitee aangestel word.

(3) Een kopie van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word, en een kopie van genoemde reëls en alle wysigings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(4) (a) Vir die doel van sodanige Fonds moet elke werkgever elke week van die loon van elkeen van sy werknemers, hieronder 'n „bydraer” genoem, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende enige week gewerk het, afgesien van die tyd aldus gewerk, die volgende aftrek:

- (i) In die geval van 'n werknemer wat 'n loon van minder as R7.00 per week verdien, 6 sent;
- (ii) in die geval van 'n werknemer wat 'n loon van R7.00 per week en meer maar minder as R8.70 per week verdien, 7 sent;
- (iii) in die geval van 'n werknemer wat 'n loon van R8.70 per week en meer maar minder as R13.00 per week verdien, 8 sent;
- (iv) in die geval van 'n werknemer wat 'n loon van R13.00 per week en meer maar minder as R20.00 per week verdien, 10 sent;
- (v) in die geval van 'n werknemer wat 'n loon van R20.00 per week en meer verdien, 14 sent.

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is, en die werkgever moet die totale bedrag maand na maand, en wel voor of op die dag van elke maand, aan die Sekretaris van die Fonds stuur by dié adres wat die Bestuurskomitee van die Fonds van tyd tot tyd mag bepaal.

(c) Die totale bedrag wat maandeliks deur die werkgever aangestuur word en wat sy betalings en die aftrekkings van die lone van bydraers in sy diens verteenwoordig, moet in die geval van eerste betalings deur nuwe werknemers vergesel gaan van 'n spesiale vorm wat gratis deur die Fonds verskaf word en die volgende bevat:

- (i) Die volle naam van die werkgever;
- (ii) die volle naam van elke bydraer van wie se lone bedrae afgetrek is;

- (iii) the works number and the Fund number (provided for in sub-clause (d) of this clause) of each such contributor;
- (iv) the occupation of each such contributor;
- (v) the number of hours worked by each such contributor each week;
- (vi) the total wages paid to each contributor each week.

In all other cases the sum need be accompanied only by a summary showing the full name of the employer, the total number of contributions under each group and the period concerned, and the amount due.

(d) (i) Upon receipt of the first 24 payments to the Fund in respect of each contributor, the Secretary of the Fund shall allocate a Fund number to each contributor and prepare a contribution book reflecting on the cover thereof:

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) the works number of the contributor;
- (d) the Fund number of the contributor.

The Secretary shall thereafter either notify the contributor to call and the book shall be handed to the contributor after the contributor has signed the book in the presence of an official of the Fund or transmit the book to the employer for handing to the contributor and in which event it shall be the duty of such employer to ensure that the contributor signs the book immediately on receipt thereof and furnishes a receipt therefor which the employer shall, thereafter, transmit to the Secretary of the Fund within seven days.

(e) All the moneys received by the Fund shall be deposited to a banking account for the Fund which shall be opened by the Industrial Council for the Clothing Industry (Cape), in the name of the "Cape Clothing Industry Sick Fund"; provided that the Management Committee may from time to time authorize investment of funds in terms of section *twenty-one* (3) of the Act.

(f) The Committee shall appoint an Auditor for the Fund, who shall be a registered Chartered Accountant and determine his remuneration, which shall be paid out of the Fund. The accounts of the Fund shall be audited for the periods ending 30th June and 31st December of each year, and the Auditor's Report shall be made available not later than the 30th September and the 31st March respectively. A copy of the statement of accounts, together with the Auditor's Report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the Fund shall cease whenever the amount to the credit of the Fund falls below R100.00.

(5) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the Fund; provided that applications for benefits shall comply with the rules:—

- (i) In the case of an employee earning less than a wage of R7.00 per week, R2.50 per week;
- (ii) in the case of an employee earning a wage of R7.00 per week and more but less than a wage of R8.70 per week, R4.00 per week;
- (iii) in the case of an employee earning a wage of R8.70 per week and more but less than R13.00 per week, R5.00 per week;
- (iv) in the case of an employee earning a wage of R13.00 per week and more but less than R20.00 per week, R8.00 per week;
- (v) in the case of an employee earning a wage of R20.00 per week and more, R11.50 per week

provided that these benefits shall be paid for a period not exceeding six weeks at the above rates, and thereafter for a period not exceeding three weeks at half the above rates.

For the purpose of payment of such benefits, "sickness" shall mean any illness, affliction or disease which is (i) not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and (ii) is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, or the Motor Vehicle Insurance Act, 1942; provided that—

- (i) no benefits will be paid in respect of any absence of two days or less, but that if such absence continue for more than two consecutive days, benefits will be paid for the full period of such absence upon production of a medical certificate;
- (ii) each applicant for benefits shall have contributed to the Fund for a period of not less than twenty-four weeks;
- (iii) benefits shall not be accumulative and no contributor shall in any cycle of one calendar year, calculated from the 1st January, be paid benefits for a longer period than that prescribed in this sub-clause (i.e. six weeks at the full prescribed rate and three weeks at half the prescribed rate);

- (iii) die werknommer en die Fondsnummer (waarvoor daar in subklousule (d) van hierdie klousule voorsiening gemaak word) van elke bydraer;
- (iv) die beroep van elke sodanige bydraer;
- (v) die getal ure wat elke sodanige bydraer elke week gewerk het;
- (vi) die totale loon wat elke week aan elke bydraer betaal is.

In alle ander gevalle hoef die bedrag vergesel te gaan van slegs 'n opsomming wat die volle naam van die werkgewer, die totale getal bydraers onder elke groep, die betrokke tydperk en die verskuldigde bedrag meld.

(d) (i) By ontvangs van die eerste 24 betalings aan die Fonds ten opsigte van elke bydraer, moet die Sekretaris van die Fonds 'n Fondsnummer aan elke bydraer toeken en 'n bydraeboek opstel wat die volgende inligting op die omslag verstrek:

- (a) Die volle naam van die werkgewer;
- (b) die volle naam van die bydraer;
- (c) die werknommer van die bydraer;
- (d) die Fondsnummer van die bydraer.

Die Sekretaris moet daarna of die bydraer in kennis stel om die boek te gaan afhaal—en die boek moet dan, nadat dit in die teenwoordigheid van 'n beampte van die Fonds onderteken is, aan die bydraer oorhandig word—of die boek aan die werkgewer stuur vir oorhandiging aan die bydraer, en in so 'n geval is dit die plig van sodanige werkgewer om te verseker dat die bydraer die boek onmiddellik by ontvangs daarvan onderteken en 'n ontvangsbewys daarvoor gee wat die werkgewer binne sewe dae daarna aan die Sekretaris van die Fonds moet stuur.

(e) Al die gelde wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening vir die Fonds wat deur die Nywerheidsraad vir die Klerasiennywerheid (Kaap) geopen moet word in die naam van die "Cape Clothing Industry Sick Fund"; met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging mag verleen dat fondse ingevolge artikel een-en-twintig (3) van die Wet belê word.

(f) Die Komitee moet 'n ouditeur vir die Fonds aanstel wat 'n geregistreerde geoktrooierde rekenmeester moet wees, en die Komitee moet sy besoldiging bepaal, wat uit die Fonds betaal moet word. Die rekenings van die Fonds moet geouditeer word vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, en die ouditeursverslag moet onderskeidelik voor of op 30 September en 31 Maart beskikbaar gestel word, 'n Kopie van die rekeningstaat, tesame met die ouditeursverslag, moet aan die Sekretaris van Arbeid deurgestuur word en 'n kopie daarvan moet ook in die kantoor van die Raad ter insae lê.

(g) Uitbetalings uit die Fonds word gestaak wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R100.00.

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

- (i) In die geval van 'n werknemer wat 'n loon van minder as R7.00 per week verdien, R2.50 per week;
- (ii) in die geval van 'n werknemer wat 'n loon van R7.00 per week en meer maar minder as R8.70 per week verdien, R4.00 per week;
- (iii) in die geval van 'n werknemer wat 'n loon van R8.70 per week en meer maar minder as R13.00 per week verdien, R5.00 per week;
- (iv) in die geval van 'n werknemer wat 'n loon van R13.00 per week en meer maar minder as R20.00 per week verdien, R8.00 per week;
- (v) in die geval van 'n werknemer wat 'n loon van R20.00 per week en meer verdien, R11.50 per week;

met dien verstande dat hierdie voordele vir 'n tydperk van hoogstens ses weke teen bogenoemde skale en daarna vir 'n tydperk van hoogstens drie weke teen die helfte van bogenoemde skale betaal moet word.

Vir die doel van die betaling van sodanige voordele, beteken „siekte” enige ongesteldheid, kwaal of siekte wat (i) nie aan wangedrag of die buitensporige gebruik van sterk drank of verdowingsmiddels te wyte is nie en (ii) nie 'n ongeval, siekte of ongesteldheid is ten opsigte waarvan daar vergoeding ingevolge die Ongevallewet, 1941, of die Motorvoertuigassuransiewet, 1942, betaalbaar is nie; met dien verstande dat—

- (i) geen voordele ten opsigte van afwesigheid vir twee dae of minder betaal word nie, maar dat, as sodanige afwesigheid voortduur vir meer as twee agtereenvolgende dae, voordele vir die volle tydperk van sodanige afwesigheid betaal moet word by die voorlegging van 'n mediese sertifikaat;
- (ii) elkeen wat aansoek doen om voordele, vir 'n tydperk van minstens vier-en-twintig weke tot die Fonds moes bygedra het;
- (iii) voordele nie opgehoop mag word nie en dat daar aan geen bydraer in enige kringloop van een kalenderjaar, gereken vanaf 1 Januarie, voordele vir 'n langer tydperk as dié voorgeskryf in hierdie subklousule (d.w.s. ses weke teen die volle voorgeskryfde tarief en drie weke teen die helfte van die voorgeskryfde tarief) betaal mag word nie;

- (iv) if a contributor leaves his employment in the Industry for the purpose of taking employment outside the Industry, he shall forfeit all claim to the Fund. Should such contributor re-enter the Industry he must again contribute to the Fund for a period of twenty-four weeks before any benefits can be claimed;
- (v) pregnancy is not an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund;
- (vi) no claim for Sick Pay shall be recognized after the expiry of six (6) calendar months calculated from the date of fitness for work indicated on the medical certificate. In cases of permanent unfitness, the period of six (6) months shall be calculated from the last day in respect of which Sick Pay is due.

(6) The costs of medical attention or pharmaceutical supplies rendered or dispensed by Medical Officers appointed by the Management Committee shall be paid by the Committee, which shall also pay the costs of operating the Assisted Optical Scheme referred to in sub-section (8)*bis*.

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in proviso (iii) to sub-clause (5) of this clause and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(7) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created.

Provided that the Fund shall be liquidated unless an Agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within six months of the date of expiry of this Agreement.

(8) *Gynaecological Clinics.*—Reasonable facilities shall be afforded to female employees to attend the Sick Fund Clinic and upon production of a certificate from the Sick Fund Sister that an appointment has been made, the employer shall pay for time lost by the employee in attending the clinic up to a maximum of two hours in any week.

(8)*bis* *Optical Clinic.*—The Fund shall provide and equip an optical clinic where employees may be tested by means of an orthorator or similar machine. Where such test shows that further attention is needed, the Fund shall, in consultation with the employer, arrange an appointment with an Ophthalmologist and the employee shall be notified of such appointment. The employer shall pay for the time lost by the employee in attending the clinic and for the purpose of keeping the appointment with the Ophthalmologist, up to a maximum of two hours in any week. Before an appointment is made with such specialist on behalf of an employee, the employee shall lodge with the Sick Fund such amount, not exceeding R5.00 as may from time to time be determined by the Management Committee as being the employee's contribution towards the cost of spectacles. Such contribution shall be in respect of standard type frames, as approved by the Management Committee. Where a more expensive frame is desired, the additional costs involved shall be borne by the employee.

(9) In the event of dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is binding, in terms of section *thirty-four* (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose; provided, however, that any vacancy occurring on the Committee may be filled by the Minister 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 Minister, 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. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in clause 10 of this Agreement and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in clause 34 (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the Fund in terms of sub-clause (7) of clause 26 of this Agreement, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the funds of the Council.

(iv) indien 'n bydraer sy werk in die Nywerheid verlaat met die doel om werk buite die Nywerheid te aanvaar, hy alle eise teen die Fonds verbeur. Indien sodanige bydraer weer tot die Nywerheid toetree, moet hy weer vir 'n tydperk van vier-en-twintig weke tot die Fonds bydra voordat voordele geëis kan word.

(v) swangerskap nie 'n „siekte” vir die doel van voordeelbetaling is nie en dat slegs een besoek aan die dokter op koste van die Fonds toegelaat word;

(vi) geen eis vir siektebesoldiging na verloop van ses (6) kalendermaande, gereken vanaf die datum van geskiktheid vir werk soos op die mediese sertifikaat gemeld, in aanmerking geneem mag word nie. In gevalle van permanente ongeskiktheid, word die tydperk van ses (6) maande gereken vanaf die laaste dag ten opsigte waarvan siektebesoldiging verskuldig is.

(6) Die koste van mediese behandeling of aptekersgoedere wat gelewer of verskaf is deur geneeskundige beamptes wat deur die Bestuurskomitee aangestel is, moet deur die Komitee betaal word, en die Komitee moet ook die koste betaal wat verbonde is aan die bestuur van die Oogkliniek soos in subklousule (8)*bis* bedoel.

Sodanige koste is betaalbaar ten opsigte van 'n tydperk van hoogstens drie weke in 'n kringloop van een jaar gereken op die manier soos voorgeskryf in voorbehoudsbepaling (iii) van subklousule (5) van hierdie klousule, en is onderworpe aan dié verdere voorwaardes waaroor die Bestuurskomitee van tyd tot tyd mag besluit.

(7) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Fonds nog deur die Bestuurskomitee geadmistreer word totdat dit gelikwider of deur die Raad oorgedra word na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is; met dien verstande dat die Fonds gelikwider moet word tensy 'n ooreenkoms wat vir die voortsetting van die Fonds of vir die oordrag van sy gelde soos voornoem, voorsiening maak, binne ses maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

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

(8) *bis*—*Oogkliniek.*—Die Fonds moet 'n oogkliniek verskaf en uitrus waar die werknemers deur middel van 'n ortoteller of soortgelyke masjien getoets kan word. Waar sodanige toets toon dat verdere behandeling nodig is, moet die Fonds, in oorleg met die werkgewer, 'n afspraak met 'n oogarts reël en die werknemer van sodanige afspraak in kennis stel. Die werkgewer moet betaal vir tyd wat die werknemer verloor deur die kliniek te besoek en deur die afspraak met die oogarts na te kom, en wel vir 'n tydperk van hoogstens twee uur in 'n week. Voordat 'n afspraak namens 'n werknemer met sodanige spesialis gereël word, moet die werknemer dié bedrag (hoogstens R5.00) wat die Bestuurskomitee van tyd tot tyd mag bepaal as die werknemer se bydrae tot die koste van 'n bril, by die Siektfonds deponeer. Sodanige bydrae is ten opsigte van rame van die standaardtipe soos deur die Bestuurskomitee goedgekeur. Waar 'n duurder raam verlang word, moet die addisionele koste daarby betrokke, deur die werknemer gedra word.

(9) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel *vier-en-dertig* (2) van die Wet bindend is, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan vir hierdie doel te wees; met dien verstande dat 'n vakature in die Komitee deur die Minister gevul mag word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewers en werknemersvertegenwoordigers en hul sekondusse in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n doele punt te staan kom wat, na die mening van die Minister, die administrasie van die Fonds ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te oefen, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdhede van die Komitee. By die verstryking van hierdie Ooreenkoms moet die Fonds gelikwider word op die manier soos voorgeskryf in klousule 10 van hierdie Ooreenkoms, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van klousule 34 (4) van die Wet verdeel word asof dit deel van algemene fondse van die Raad uitgemaak het.

(10) By die likwidasië van die Fonds ooreenkomstig subklousule (7) van klousule 26 van hierdie Ooreenkoms, moet gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die fondse van die Raad gestort word.

(11) The provisions of this clause shall not apply (a) to employees in receipt of R1,920.00 per annum or more (b) to monthly-paid clerical employees, but such excluded employees shall be entitled to paid sick leave of not less than two weeks (10 working days) upon production of a medical certificate, in any one year of employment calculated from the date of engagement or date of coming into operation of this Agreement, whichever is the later.

27. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the Trade Union, and shall forward the amount or amounts so deducted to the Secretary of the said Trade Union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM.

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

(1) Where any material is given out to be made up into garments by any person operating in the area covered by the Main Agreement, then the minimum rates and conditions prescribed in this clause shall be binding upon the principal or contractor.

(2) For the purpose of this clause—

(a) "principal" or "contractor" shall mean any person, firm, company or association of individuals who gives out work on contract in the Clothing Industry as defined in the Main Agreement whether or not such person, firm, company or associate of individuals is an employer; the short term "principal" in the following sub-clause shall be deemed to imply "principal" or "contractor":

(b) "maker-up" shall mean any person, firm, company or association of individuals who undertake to make up into garments, material issued to him or them, by a principal or contractor as defined in this clause.

(3) Payment for the making up of material into garments at the minimum rates prescribed shall be due and shall be made upon the completion of each order.

(4) The term "making-up" shall, for the purpose of this Agreement, include "cutting, making and the supply of trimmings", "cutting and making up only", "making, and supply of trimmings only".

(5) Rates herein prescribed are for material given out on contract to be made up into stock sizes of garments by any person operating in the area covered by the Main Agreement.

(6) The operation of this clause shall not apply to the making up of garments under contract for any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities.

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section fifty-seven of the Act and in regulation 7 under the Act.

(8) The minimum rates which shall be paid for making up by the principal to the maker-up without abatement whatsoever shall be as shown in Annexure 1 to the Agreement published under Government Notice No. 429 of the 9th March, 1956.

29. REGISTRATION OF EMPLOYERS.

(1) Every employer on whom this Agreement is binding shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council, the particulars set out in Annexure H to this Agreement.

(2) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company in the name of its Secretary or among its Directors or Managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement, as the case may be.

Signed at CAPE TOWN on behalf of the Parties on this 12th day of March, 1965.

B. ROY,
Chairman of the Council
J. KERAAN,
Vice-Chairman of the Council
G. J. NEL,
Secretary of the Council

(11) Die bepalings van hierdie klousule is nie van toepassing nie op (a) werknemers wat R1,920.00 per jaar of meer ontvang en (b) op maandeliks besoldigde klerke, maar sodanige uitgeslote werknemers is by voorlegging van 'n doktersertifikaat in enige jaar diens gereken vanaf die datum van indiensneming of die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum, geregtig op siekteverlof met betaling vir minstens twee weke (10 werkdag).

27. BYDRAES TOT VAKVERENIGING.

'n Werkgewer moet op die skriftelike versoek van sy werknemer enige bedrag of bedrae soos in genoemde skriftelike versoek gemeld, weekliks van die werknemer se besoldiging aftrek as bydraes tot die fondse van die Vakvereniging en moet sodanige bedrag of bedrae wat aldus afgetrek is, aan die Sekretaris van genoemde Vakvereniging stuur voor of op die vyftiende dag van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is.

28. SNY, MAAK EN AFWERK.

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

(1) Waar materiaal aan iemand gegee word om dit tot kledingstukke te verwerk in 'n gebied waarop die Hoof-ooreenkoms van toepassing is, is die minimum lone en voorwaardes wat in hierdie klousule voorgeskrif word, op die lasgewer of kontrakteur van toepassing.

(2) Vir die toepassing van hierdie klousule beteken—

(a) „lasgewer" of „kontrakteur" 'n persoon, firma, maatskappy of vereniging van individue wat werk in die Klerasienywerheid soos in die Hoof-ooreenkoms omskryf, op kontrak uitbestee, afgesien daarvan of sodanige persoon, firma, maatskappy of vereniging van individue 'n werkgewer is of nie; die kort benaming „lasgewer" in die eerstvolgende subklousule word geag „lasgewer" of „kontrakteur" in te sluit;

(b) „opmaker" enige persoon, firma, maatskappy of vereniging van individue wat materiaal wat aan hom of hulle deur 'n lasgewer of kontrakteur soos in hierdie klousule omskryf, uitgereik word, in kledingstukke verwerk.

(3) Betaling vir die verwerking van materiaal tot kledingstukke teen die minimum tarief soos hierin voorgeskrif, is verskuldig en moet geskied by voltooiing van elke bestelling.

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

(5) Die tariewe wat hierin voorgeskrif word, is vir materiaal wat uitgereik word vir verwerking, op kontrak, tot kledingstukke van standaardgroottes deur enigen wat werkzaam is in die gebied wat deur die Hoof-ooreenkoms gedek word.

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

(7) Elke lasgewer of kontrakteur en enigen aan wie werk op kontrak uitbestee word, moet die registers hou soos voorgeskrif in artikel sewe-en-vyftig van die Wet en in regulasie 7 wat kragtens die Wet uitgevaardig is.

(8) Die minimum tariewe wat deur die lasgewer aan die afmerker betaal moet word vir die verwerking van materiaal, is dié gemeld in Aanhangsel I van die Ooreenkoms wat by Goewermentskenningsgewing No. 429 van 9 Maart 1956 gepubliseer is, en geen aftrekkings word toegelaat nie.

29. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet binne een maand na die datum waarop hierdie Ooreenkoms vir hom bindend word, die Sekretaris van die Raad voorsien van die besonderhede gemeld in Aanhangsel H van hierdie Ooreenkoms.

(2) Elke werkgewer moet, in geval van enige verandering in die naam waaronder of die adres of adresse waarby die saak gedryf word of in die naam van die vennote of, as die werkgewer 'n maatskappy is, in die naam van sy sekretaris of sy direkteure of bestuurders of, in geval van die sekwestrasie van die werkgewer se boedel of, as die werkgewer 'n maatskappy is, van die likwidateur van die maatskappy of, as die sakeonderneming oorgedra of laat vaar word of as 'n ander sakeonderneming aangeskaf of begin word wat aan hierdie Ooreenkoms onderworpe is, die Sekretaris van die Raad binne veertien dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, opgewing, verkryging of begin in kennis stel deur middel van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, opgewing, verkryging of begin, na gelang van die geval, verstrekkend moet word.

Namens die partye te KAAPSTAD onderteken op hede die 12de dag van Maart 1965.

B. ROY,
Voorsitter van die Raad.
J. KERAAN,
Ondervoorsitter van die Raad.
G. J. NEL,
Sekretaris van die Raad.

ANNEXURE A.

Reg. No.

N.B.—This card should be kept in a safe place as it is an essential record for Council and Provident Fund purposes.

Surname..... First Names..... Address.....

New Address..... New Address..... New Address.....

RECORD OF EXPERIENCE AS AT..... years.....

..... months..... days. Wage..... per week if employed as.....

.....
for Secretary.

Signature of Employee.....

Date.....

Date.....

SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation	Length of Employment			Initials of Employer.
						Years.	Months.	Days.	

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

AANHANGSEL A.

Reg. no.

L.W.—Hierdie kaart moet op 'n veilige plek bewaar word aangesien dit 'n noodsaaklike register vir die doeleindes van die Raad en die Voorsorgsfonds is.

Familiennaam..... Voorname..... Adres.....

Nuwe adres..... Nuwe adres..... Nuwe adres.....

LENGTE VAN ONDERVINDING OP..... jaar.....

maande..... dae. Loon..... per week indien werksaam as.....

.....
namens Sekretaris.

Datum.....

Handtekening van Werknemer.....

Datum.....

LATERE ONDERVINDING.

Fabriek.	Datum van indiensneming.	Loon.	Datum van vertrek.	Loon.	Beroep.	Lengte van diens			Paraaf van werkgewer.
						Jaar.	Maande.	Dae.	

OPMERKING.—By indiensneming moet hierdie kaart aan die werkgewer oorhandig word wat die eerste drie kolomme moet invul en die kaart moet bewaar. Op die datum van diensbeëindiging moet die werkgewer die oorblywende kolomme invul en die kaart aan die werknemer teruggee.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

Broadway Industries Centre,
cor. of Heerengracht & Hertzog Boulevard,
Foreshore, Cape Town.
Telephone: 3-6631.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of Firm.....
N.B.—This form must be completed in triplicate by all new entrants to the industry and by all other persons who are unable to produce a certified Service Record Card from the Council and must be accompanied by a Birth or Baptismal Certificate.

Name of Applicant.....

Formerly known as.....

Residential Address.....

Provident Fund Nominee or next of kin.....

Address.....

I, Mr./Mrs./Miss.....hereby state that I am a.....(race)

and was born on.....and hereby declare that the following is my total experience in the clothing industry:—

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

I have also had the following additional experience:—

- (a).....years.....months.....days as a retail or private tailor;
(b).....years.....months.....days as a retail or private dressmaker;
(c).....years.....months.....days as an Ironer and/or Folder in the Laundry Trade.
(d).....years.....months.....days as a Clerk outside the Clothing Industry.

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

.....
Witness,.....Date.....Signature of Applicant.....

(For use of Council Office only).

Total Assessment of Experience.....years.....months.....days.

Checked by.....

No. or Service Record Card issued.....

Date.....

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Broadway Industries-sentrum,
h/v. Heerengracht- & Hertzogboulevard,
Strand, Kaapstad.
Telefoon: 3-6631.

AANSOEK OM WERKNEMERS SE DIENSREKORDKAART.

Naam van Firma.....
L.W.—Hierdie vorm moet ingevul word deur alle nuwelinge in die nywerheid en deur alle ander persone wat nie in staat is om 'n gesertifiseerde Diensrekordkaart van die Raad voor te lê nie, en moet vergesel gaan van 'n Geboorte- of Doopsertifikaat.

Naam van Applikant.....

Voorheen bekend as.....

Woonadres.....

Benoemde ingevolge Voorsorgsfonds, of naasbestaande.....

Adres.....

Ek, Mnr./Mev./Mej..... verklaar hiermee dat ek 'n..... (ras)

is en op..... gebore is, en verklaar hiermee dat onderstaande my totale ondervinding in die klerasienywerheid is:—

Naam van fabriek.	Beroep.	Tydperk.		Totaal.
		Van.	Tot.	

Ek het ook die volgende addisionele ondervinding gehad:—

- (a).....jaar.....maande.....dae as 'n kleinhandel- of privaat-kleremaker.
 (b).....jaar.....maande.....dae as 'n kleinhandel- of privaat-kleremaakster.
 (c).....jaar.....maande.....dae as 'n stryker en/of vouer in die Wasserybedryf;
 (d).....jaar.....maande.....dae as 'n klerk buite die Klerasienywerheid.

Hierdie verklaring is na die beste van my wete waar en korrek, en ek erken dat ek bewus is daarvan en verstaan dat enige onjuiste verklaring 'n misdryf is.

.....
Getuie. Datum. Handtekening van Applikant.

(Slegs vir kantoorgebruik).

Totale ondervinding bereken.....jaar.....maande.....dae.

Nagegaan deur.....

No. van Diensrekordkaart uitgereik.....

Datum.....

ANNEXURE C.

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

Week ended

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

Employer

Address

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Engaged.	Trade or Occupation.	Wages.	Record Service Card No.†	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

PART II.—TERMINATION OF SERVICE.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Termi- nated.	Trade or Occupation.	Wages.	Record Service Card No.†	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

(This return is required in DUPLICATE.)

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

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

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

Signature of Employer or Authorized Agent.

AANHANGSEL C.

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

Week geëindig

Die Sekretaris,
Nywerheidsraad vir die Klerasienywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

Werkgewer

Adres

DEEL I.—INDIENSNAME.

Van (Nooiens- van moet in hakies gemeld word).	Voornamen (volle).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum in diens geneem.	Ambag of beroep.	Loon.	Diens- rekord- kaart- nommer. ‡	Naam van vorige werkgever (indien daar is).	Siekte- fonds- nommer (indien daar is).	Opmerkings.

DEEL II.—DIENSBEËINDIGINGS.

Van (Nooiens- van moet in hakies gemeld word).	Voornamen (volle).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum waar op diens beëindig is.	Ambag of beroep.	Loon.	Diens- rekord- kaart- nommer. ‡	Naam van vorige werkgever (indien daar is).	Siekte- fonds- nommer (indien daar is).	Opmerkings.

(Hierdie opgawe is in duplikaat benodig.)

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

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

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

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

Handtekening van Werkgewer of Gemagtigde agent.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

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

Name of Factory.....

MONTHLY RETURNS OF TRANSFERS IN OCCUPATION.

The following are particulars of employees who have been transferred in occupation during the month of..... 19.....

Service Record Card No.	Surname (in Block Letters).	Christian Names (first in full).	Sex.	Maiden Names.	Old Occupation.	Wage.	Date of Transfer.	New Occupation.	Wage.	Remarks.

Date..... 19.....

Signature of firm.....

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Die Sekretaris,
Nywerheidsraad vir die Klerasienywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

Naam van Fabriek.....

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP.

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

Diens-register-kaart No.	Familienaam (in blokletters).	Voorname (eerste naam voluit).	Geslag.	Nooiens-van.	Ou beroep.	Loon.	Datum van oor-plasing.	Nuwe beroep.	Loon.	Opmerkings.

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

Handtekening van firma.....

ANNEXURE E.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

P.O. Box 1536,
CAPE TOWN.

NOTICE TO TERMINATE EMPLOYMENT.

Employer's Name in full.....

Factory No.

You are hereby notified that notice is
(Period of Notice)
given you to terminate your employment, taking effect from
(Date)

.....
Employer's Name and Address......
Signature of Employer.

N.B.—

Vide clause 18, Notice must take effect from the day which concludes the working week in an establishment in the case of monthly employees from the first of the succeeding month.

Employee's copy.

AANHANGSEL E.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Posbus 1536,
KAAPSTAD.

KENNISGEWING OM DIENS TE BEËINDIG.

Volle naam van werknemer

Fabrieksnommer

U word hierby in kennis gestel dat u
(Kennisgewingstydperk)
met ingang van, kennis gegee word van u diens beëindiging.
(Datum)

.....
Werkgewer se Naam en Adres......
Handtekening van Werkgewer.

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

Werknemer se kopie.

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

RADIOGRAPHIC EXAMINATION OF ALL NEW
ENTRANTS INTO THE INDUSTRY.

To:

.....
.....
.....

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

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

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

Signature

Name of Firm

Date

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTE.

- The upper portion of this form is to be completed by the employer and handed to the prospective employee.
- The employer should also insert on the lower portion of this form the name of the firm and the name of the prospective employee.
- On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Secretary of the Cape Clothing Industry Sick Fund, 348, Victoria Road, Salt River.

(To be detached by Mass Radiography Service)

CONFIDENTIAL.

MASS RADIOGRAPHY SERVICE,
CAPE TOWN.

Serial No.

Messrs. Name of Employee

The result of the large film is satisfactory as regards tuber-
culosis of the lungs and we shall not require the above-named
employee for further examination.

.....
Medical Officer.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

..... 19
Telephone: 36631, 3 lines.

The Secretary,
P.O. Box 1536, or
Broadway Industries Centre,
cor. of Heerengracht and Hertzog Boulevard,
Foreshore, Cape Town.

Dear Sir,

Enclosed please find the sum of R..... representing contri-
butions in terms of clause 22 of the Clothing Agreement, as de-
tailed below for the period ending 19

Name of Firm Address

RETURN OF EMPLOYERS.

Number.	Date.
..... for week ending	
..... for week ending	
..... for week ending	
..... for week ending	

Total Number: employees at 2c per week for

..... weeks R.....

Add employer's contribution of 2c per week R.....

R.....

To be forwarded with your cheque to the office of the Council
not later than the 7th of each month.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE
IN DIE NYWERHEID.

Aan:

.....
.....
.....

Reëlins is getref sodat die Massa-radiografiediens u op
..... medies kan ondersoek.

U moet u om presies 8.30 vm. op bogenoemde datum by die
Massa-radiografiediens naby die Tolhek, Chapelstraat, Kaapstad,
aankom en hierdie brief saam met u neem. Indien u laat is, word
u bestelling gekanselleer en sal dit nodig wees om opnuut 'n
bestelling te maak.

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

Handtekening

Naam van Firma

Datum

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

NOTA.

- Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.
- Die werkgewer moet ook die naam van die firma en die naam van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.
- Wanneer die werkgewer die ingevulde mediese sertifikaat hieronder ontvang, moet hy dit aan die Sekretaris van die Siektfonds vir die Kaapse Klerasienywerheid, Victoriaweg 348, Soutrivier, stuur.
(Om afgeskeur te word deur Massa-radiografiediens)

MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

VERTROULIK.

Volgnommer

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

.....
Mediese beampte.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

..... 19
Telefoon: 3-6631, 3 lyne.

Die Sekretaris,
Posbus 1536, of
Broadway Industries-sentrum,
H/v. Heerengracht en Hertzogboulevard,
Strand, Kaapstad.

Geagte Meneer,

Hierby ingeslote vind u die bedrag van R....., wat die
bydraes is ingevolge klousule 16 van die Ooreenkoms vir die
tydperk geëindig 19....., soos hieronder
gemeld.

Naam van Firma Adres

OPGAWE VAN WERKNEMERS.

Getal	Datum
..... vir week geëindig	
..... vir week geëindig	
..... vir week geëindig	
..... vir week geëindig	

Totale getal werknemers teen 2 sent per week

vir weke R.....

Plus werkgewer se bydrae van 2 sent per week R.....

R.....

Moet voor of op die 7de van elke maand tesame met u tjek
aan die kantoor van die Raad gestuur word.

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

REGISTRATION OF BUSINESS.

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

Dear Sir,

In accordance with clause 29 (1) of the Industrial Council Agreement, I hereby furnish you with the following particulars in connection with this business:

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

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

.....
Signature of Employer.

No. R.689.]

[14th May, 1965.

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, CAPE.

KNITTING DIVISION.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, upon the employers' organizations and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organizations or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2, 5 (4) (h), 14 (3) 24, 27 and 28, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, 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 Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Worcester and George;
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Worcester and George and from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, the provisions of the Agreement, excluding those contained in clauses 2, 5 (4) (h), 14 (3), 23, 24, 27 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

AANHANGSEL H.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

REGISTRASIE VAN BESIGHEID.

Die Sekretaris,
Nywerheidsraad vir die Klerasienywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

Geagte Meneer,

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

- (1) Naam waaronder besigheid gedryf word
- (2) Adres waar besigheid gedryf word
- (3) Aard van besigheid ('n kort beskrywing, bv. „mansklerasie” sal voldoende wees)
- (4) Beskrywing, name en adresse van bestuur:

Name.	Adresse.	Meld of u die Eienaar, Direkteur, Bestuurder of Sekretaris is.
.....		
.....		
.....		

.....
Handtekening van Werkgewer.

No. R.689.]

[14 Mei 1965.

WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, KAAP.

BREI-AFDELING.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, bindend is vir die werkgewers-organisasies en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 (4) (h), 14 (3), 24, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 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 landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Worcester en George;
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 (4) (h), 14 (3), 23, 24, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Worcester en George *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en

(d) in terms of sub-section (7) of section *forty-eight* of the said Act, declare that the provisions of clause 28 of the Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, upon such principals or contractors as are referred to in the said clause and upon persons to whom work is given out on contract by such principals or contractors in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Worcester and George.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

AGREEMENT

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

Cape Knitting Industry Association
and the

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Western Province

(hereinafter referred to as "the employees" or "the Trade Union") of the other part, being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Worcester and George by the employers and employees in the Knitting Division of the Clothing Industry.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section *forty-eight* of the Act, and shall remain in force until the 12th December, 1966, or for such period as may be determined by him.

3. DEFINITIONS.

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

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

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

"Assistant despatch packer" means an employee who assists the despatch packer in the performance of his duties and who may in addition be required to load or unload vehicles and/or deliver goods;

"Boiler attendant" means an employee engaged in firing a boiler and maintaining the water level and steam pressure;

"Clerical employee" means an employee—

- (i) employed in the calculation, recording and payment of wages including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;
- (ii) employed in the writing, typing or filing of correspondence;
- (iii) employed in bookkeeping, including accounting machine operators, cost and statistical clerks, operators of calculating machines;
- (iv) employed in dealing with records required in terms of the Agreement, i.e. maintaining of factory record cards, employees' blue service cards, time sheets, X-ray examinations and Provident Fund records;
- (v) employed as a shipping clerk;
- (vi) employed as an invoice clerk;
- (vii) employed as a cashier or telephone operator;
- (viii) employed in the keeping of main stock records;

(d) kragtens subartikel (7) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van klousule 28 van die Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousule en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Worcester en George.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

BREINYWERHEIDDOOREENKOMS.

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

Cape Knitting Industry Association
en die

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Western Province

(hieronder „die werknemers" of „die vakvereniging" genoem), aan die ander kant, wat die partye by die Nywerheidsraad vir die Klerasienywerheid (Kaap) is.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Worcester en George deur die werkgewers en werknemers in die Brei-afdeling van die Klerasienywerheid.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister kragtens subartikel (1) van artikel *agt-en-veertig* van die Wet vasgestel word en bly van krag tot 12 Desember 1966, of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet; alle verwysings na 'n Wet omvat alle wysigings van so 'n Wet, en tensy die teendeel blyk, omvat woorde wat die manlike geslag aandui ook die vroulike; voorts, tensy dit onbestaanbaar met die samehang is, beteken:

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

„Loon" daardie gedeelte van die besoldiging betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure wat in hierdie Ooreenkoms bepaal word;

„Assistent-versendingsverpakker" 'n werknemer wat die versendingsverpakker help by die uitvoering van sy pligte en van wie daarbenewens vereis kan word om voertuie te laai of af te laai en/of om goedere af te lewer;

„Ketelbediener" 'n werknemer wat 'n stoomketel stook en die waterpeil en stoomdruk in stand hou;

„Klerklike werknemer" 'n werknemer wat—

- (i) lone bereken, aantekene en uitbetaal, insluitende operateurs van rekenmasjiene en ander meganiese hulpmiddels, maar uitgesonderd die uitskryf van betaalkoeferte met die hand of met 'n masjien, maar insluitende berekenings van aansporingsbonusbetalings op grond van fabrieksregisters;
- (ii) briewe skryf, tik of liasseer;
- (iii) boekhouwerk doen, insluitende rekenmasjieneoperateurs, koste- en statistiekklerke, operateurs van rekenmasjiene;
- (iv) handel met registers wat kragtens die Ooreenkoms vereis word, d.w.s. die hantering van fabrieksverslagkaarte, werknemers se blou dienskaarte, tydstate, registers van X-straalondersoeke en voorsorgfonds;
- (v) in diens is as 'n verskepingklerk;
- (vi) in diens is as 'n faktuurklerk;
- (vii) in diens is as 'n kassier of telefonis;
- (viii) in diens is vir die byhou van registers van hoofvoorrade;

- (ix) who is responsible for receipt and/or despatch of goods; in an establishment, or in any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on.

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

- (a) the making of all classes of men's and boys' tweed and linen hats, caps, and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other night-wear; and
- (b) the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

"Clothing Section" means—

- (a) that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;
- (b) the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities; but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any outer-garments made to the measurement of individual persons;

"Knitting Section" means that section in which employers and employees are associated for the knitting of fabric and/or hosiery and/or garments knitted on circular, flat or fully fashioned machinery, and shall include the making up of garments from knitted fabric in the establishment in which the said fabric was knitted.

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

"Dealer" or "general dealer" means a person holding a licence under item 11 of the Second Schedule of the Licences Consolidation Act;

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

"Errand boy" means an employee under the age of 21 years who delivers letters, messages and parcels outside the factory on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

"Establishment" means any premises in or in connection with which one or more employees are employed in the Knitting Division.

"Experience" means in relation to—

- (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience, was gained;
 - (b) a traveller, the total period or periods of employment which such employee has had as a traveller, in the Clothing Industry and/or Knitting Division;
 - (c) a Grade I Employee, Male, Grade I Employee, Female, Grade II Employee, Male, Grade II Employee, Female, the total period or periods of employment which an employee has had in the Knitting Division in any of the above capacities;
 - (d) an errand boy and/or messenger and tea-girl, the total period or periods of employment which such employee has had as an errand boy and/or messenger and tea-girl, as the case may be, in the Clothing Industry and/or Knitting Division;
- Where ironers and/or folders and/or operators of a Hoffman Press who have been employed in the Laundry trade seek employment as ironers and/or folders in the Knitting Division, their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;
- Where employees, who have been employed in the Clothing Industry seek employment in the Knitting Division in any of the occupations listed below, their total experience in such occupations shall be reckoned for the purpose of calculating the minimum wage at which they may commence service:

- (i) Assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
- (ii) Assistant to Mechanic;
- (iii) Bobbin-winding, i.e. winding bobbins with a bobbin winder;

- (ix) verantwoordelik is vir die ontvangs en/of versending van goedere in 'n inrigting of in enige ander perseel wat deel kan uitmaak van of aangrensend kan wees aan of verbind kan wees met die inrigting waarin die werksaamhede van die werkgewer uitgevoer word;

„Klerasiennywerheid" of „Nywerheid" wat uit die klerasie-, brei- en hemeafdelings bestaan, omvat—

- (a) die maak van alle klasse mans- en seuns tweed- en -linnehoede, -pette, en alle klasse bo- en onderklere (insluitende gebreide klere) vir dag- of nagdrag, (insluitende hemde, boordjies, dasse, sokkies, serpe, gordels van kledstof en dele van kledingstukke, pajamas en ander nagklere; en
- (b) die maak van alle klasse kledingstukke, insluitende hoeveelhedsproduksiesnyerswerk gemaak volgens die bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie, of plaaslike owerhede, maar sluit nie in die maak van hoede of die maak van dames- of meisiejasse en -baadjiepakke of enige ander boklere gemaak na die mate van individuele persone nie;

„Klerasie-afdeling"—

- (a) daardie afdeling van die Klerasiennywerheid waarin alle klasse mans- en seuns tweed- en -linnehoede, -pette en alle klasse bo- en onderklere gemaak word;
- (b) die maak van alle klasse kledingstukke, insluitende hoeveelhedsproduksiesnyerswerk gemaak volgens die bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie, of plaaslike owerhede, maar omvat nie hemde, boordjies, dasse, pajamas en ander nagklere, hoede en die maak van dames- of meisiejasse en -baadjiepakke of enige ander boklere gemaak na die mate van individuele persone nie;

„Breiseksie" daardie afdeling waarin werkgewers en werknemers geassosieer is vir die brei van kledstof en/of kouse en/of kledingstukke gebrei op rond-, plat- of pasweefmasjinerie, en omvat die klaarmaak van kledingstukke uit breistof in die inrigting waarin genoemde stof gebrei is;

„Raad" die Nywerheidsraad vir die Klerasiennywerheid (Kaap) geregistreer kragtens artikel twee van die Nijverheid Verzoenings Wet, 1924, en geag geregistreer te wees kragtens die Wet op Nywerheidsversoening, 1956;

„Handelaar" of „algemene handelaar" iemand wat 'n lisensie besit kragtens item 11 van die Tweede Bylae van die Licenties Konsolidatie Wet;

„Versendingsverpakker" 'n werknemer wat uitsluitlik of hoofsaaklik werksaam is met die opmaak van pakkies of bale in gereedheid vir vervoer of aflewering;

„Loopjong" 'n werknemer onder die leeftyd van 21 jaar wat briewe, boodskappe en pakkies buite die fabriek te voet of met behulp van 'n trapfiets, drielief of handvoertuig aflewer;

„Inrigting" persele in of in verband waarmee een of meer werknemers in die Brei-afdeling in diens is;

„Ondervinding" met betrekking tot—

- (a) 'n klerklike werknemer, die totale tydperk of tydperke diens wat so 'n werknemer gehad het as 'n klerklike werknemer, afgesien van die bedryf waarin dié ondervinding opgedoen is;
- (b) 'n handelsreisiger, die totale tydperke diens wat so 'n werknemer as 'n handelsreisiger in die Klerasiennywerheid en/of Brei-afdeling gehad het;
- (c) 'n Graad I-werknemer, man, Graad I-werknemer, vrou, Graad II-werknemer, man, Graad II-werknemer, vrou, die totale tydperk of tydperke diens wat 'n werknemer in die Brei-afdeling in enigeen van bogenoemde hoedanighede gehad het;
- (d) 'n loopjong en/of bode en teemeisie, die totale tydperk of tydperke diens wat so 'n werknemer gehad het as loopjong en/of bode en teemeisie, na gelang van die geval, in die Klerasiennywerheid en/of Brei-afdeling; Waar strykers en/of vouers en/of bedieners van 'n Hoffman-parsmasjien wat in die Wasserybedryf in diens was, werk soek as strykers en/of vouers in die Brei-afdeling, moet hul totale ondervinding in berekening gebring word ten einde die minimum loon te bereken waarop hulle kan begin werk; Waar werknemers wat in die Klerasiennywerheid in diens was, werk soek in die Brei-afdeling in enigeen van die beroepe hieronder genoem, moet hul totale ondervinding in sulke beroepe in berekening gebring word ten einde die minimum loon te bereken waarop hulle kan begin werk:
 - (i) Dose inmekaarsit, d.w.s. karton in kartonhouers vir pakke klere of ander kledingstukke vou;
 - (ii) Assistent vir werktuigkundige;
 - (iii) Optolling, d.w.s. spintolte met 'n optoller optol;

- (iv) Cleaning, i.e. cutting or trimming off loose-ends of cotton left in garments by previous operators;
- (v) Conveyor-Feeder, i.e. an employee responsible for feeding prepared parts of garments into a conveyor for further operations and who may be assisted by one or more sorters;
- (vi) Cutting of bias binding;
- (vii) Cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
- (viii) Cutting of travellers' swatches;
- (ix) Examining of cut and/or uncut parts of lays;
- (x) Female employees not elsewhere specified;
- (xi) Folding garments;
- (xii) Folders and turners; stamping and/or transferring by hand or machine;
- (xiii) Ironing and Folding or Ironing, Folding and Pinning garments;
- (xiv) Line Feeders;
- (xv) Machinist, i.e. an employee who performs any operation by sewing machine;
- (xvi) Male employees not elsewhere specified;
- (xvii) Marking the position of pockets, buttons or button-holes, cutting the mouth of hip pockets;
- (xviii) Mechanic;
- (xix) Mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
- (xx) Operator of Shrinking Press or Machine;
- (xxi) Operating a Zip Machine;
- (xxii) Packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;
- (xxiii) Passer, i.e. an employee who examines parts of or the finished garments for flaws;
- (xxiv) Plain-sewing, i.e. performing by hand one or more of the following operations:—
Felling crutch linings in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses;
- (xxv) Pressing of finished garments by hand or machine;
- (xxvi) Sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;
- (xxvii) Sorting, i.e. sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
- (xxviii) Stamper, i.e. stamping sizes and/or identifying work numbers on garments or parts of garments;
- (xxix) Trimming of collars or cuffs by knife, scissors or contour machine;
- (xxx) Writing of labels.

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

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

- (1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;
- (2) passer, i.e. an employee who examines the finished-off fabric and/or garment for flaws;
- (3) pressing off finished garments by hand or machine;
- (4) cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;
- (5) machine knitter, means an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;
- (6) knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
- (7) colour weighing;
- (8) laboratory assistant means an employee who prepares samples and who may make initial and routine tests and record the results thereof;

- (iv) Skoonmaak, d.w.s. los ente van garing wat aan kledingstukke deur vorige werkers gelaat is, afsny of gelyksny;
- (v) Voerder van vervoertoestel, d.w.s. 'n werknemer verantwoordelik vir die voer van klaar dele van kledingstukke in 'n vervoertoestel vir verdere werk daaraan en wat deur een of meer sorteerdere gehelp kan word;
- (vi) Sny van skuinsband;
- (vii) Herstelwerk en/of vervangstukke uitsny, insluitende tyd bestee aan die soek na bypassende kledestowwe;
- (viii) Sny van handelsreisigers se kledemonsters;
- (ix) Onderzoek van gesnyde en/of ongesnyde dele van kledelêers;
- (x) Vroulike werknemers nie elders spesifiek genoem nie;
- (xi) Vou van kledingstukke;
- (xii) Vouers en omdraaiers; met die hand of 'n masjien stempel en/of aftek;
- (xiii) Kledingstukke stryk en vou of stryk, vou en vas-speld;
- (xiv) Lynvoerders;
- (xv) Masjienwerker, d.w.s. 'n werknemer wat werk met 'n naaimasjien doen;
- (xvi) Manlike werknemers nie elders spesifiek genoem nie;
- (xvii) Die plekke vir sakke, knope of knoopsgate afmerk; die openings van agtersakke sny;
- (xviii) Werktuigkundige;
- (xix) Stopwerk, d.w.s. die ondersoek van gebreide kledingstukke vir foute en die regmaak van sulke foute;
- (xx) Bediener van Krimpparsmasjien of -masjien;
- (xxi) Bediening van 'n ritssluitmasjien;
- (xxii) Verpakker, d.w.s. kledingstukke in dose of ander geskikte toedraaimateriaal verpak of kledingstukke in bondels bymekaarmaak voordat dit na die versendingsafdeling gestuur word;
- (xxiii) Nasiener, d.w.s. 'n werknemer wat dele van of klaar kledingstukke vir foute nagaan;
- (xxiv) Gewone naaldwerk, d.w.s. met die hand een of meer van ondergenoemde werksaamhede doen:—
Mikvoerings onsigbaar in broeke omsoom; sitvlakke omsoom; broekomslae vaswerk; lyfbandvoerings of dele daarvan onsigbaar omsoom; hakies in broekbande vaswerk, asook verskillende tipes bykomstige naaldwerk; halse of mousgate van onderbaadjies onsigbaar omsoom; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk, asook bykomstige werkie doen; knope met die hand aanwerk; onderente van voerings of nate daarvan wat reeds vasgeryg is, onsigbaar omsoom; omboorsels onsigbaar omsoom; hanglissies maak en aanwerk; belegsels wat reeds ingeryg is, binne vaswerk; seilboekvoerings maak;
- (xxv) Klaar kledingstukke met die hand of masjien pars;
- (xxvi) Uitholling, d.w.s. die vorm van die nekke afmerk of uitsny voordat ander werk daaraan gedoen word;
- (xxvii) Sortering, d.w.s. vir verskillende werksaamhede sorteer of afvalstukke kouse sorteer en lostrek voordat die draad weer opgetol word;
- (xxviii) Stempel, d.w.s. die groottes en/of uitkenwerknummers op kledingstukke of dele van kledingstukke stempel;
- (xxix) Kragies of mansjette met mes, skêr of kontoermasjien afrand;
- (xxx) Etikette uitskryf;

„Voorman" of „manlike toesighouer" of „voorvrou" of „vroulike toesighouer" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan sy of haar sorg in 'n fabriek of 'n afdeling van 'n fabriek toevertrou word;

„Graad I-werknemer, man" 'n manlike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen:

- (1) Masjienwerker, d.w.s. 'n werknemer wat met 'n naaimasjien werk in verband met kleremaak verrig;
- (2) nasiener, d.w.s. 'n werknemer wat die klaar kledestof en/of kledingstuk vir foute nagaan;
- (3) klaar kledingstukke met die hand of 'n masjien pars;
- (4) herstelwerk en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na bypassende kledestof;
- (5) masjienbreier, wat 'n werknemer beteken wat een of 'n stel breimasjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein herstelwerkies aan sulke dinge soos garingspanning te doen wanneer dit nodig is;
- (6) breiwerkshouer, d.w.s. 'n werknemer wat half-gepasweefde kledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
- (7) kleurstowwe afweeg;
- (8) laboratoriumassistent;

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

and shall include a male employee not elsewhere specified in this Agreement.

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

- (1) Forming (including boarding, calendering and setting);
- (2) winder, i.e. an employee engaged in operating a yarn winding machine;
- (3) linker, i.e. an employee engaged in operating a linking machine;
- (4) wax-ring making;
- (5) transferring or stencilling by hand or machine;
- (6) draw-thread operator;
- (7) warper, i.e. an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;
- (8) brusher, i.e. an employee who operates one or more raising or teasing machines;
- (9) bar filling;
- (10) bar transferring;
- (11) sock trimmer;
- (12) setting machine operator;
- (13) assembling boxes, i.e. folding cardboard into cardboard containers;
- (14) assistant to mechanic;
- (15) cutting of bias binding;
- (16) operating a dye-house machine;
- (17) toe-closing by machine;
- (18) cutting of travellers' swatches;
- (19) drawn-thread mending;
- (20) knitter's assistant, i.e. an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;
- (21) tagger, i.e. an employee who marks with a thread on socks for size;
- (22) spotter, i.e. an employee who removes spots and stains;
- (23) operating shrinking press or machine.

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

- (1) Machinist, i.e. an employee who performs any operation by sewing machine;
 - (2) machine knitter, i.e. an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;
 - (3) knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
 - (4) passer, i.e. an employee who examines the finished-off fabric and/or garment for flaws;
 - (5) colour weighing;
 - (6) laboratory assistant means an employee who prepares samples and who may make initial and routine tests and record the results thereof;
 - (7) linker, i.e. an employee engaged in operating a linking machine;
 - (8) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
 - (9) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
- and shall include a female employee not elsewhere specified in this Agreement.

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

- (1) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (2) writing of labels;
- (3) stamping on of sizes;
- (4) assembling boxes, i.e. folding cardboard into cardboard containers;
- (5) cutting of bias binding;
- (6) cutting of travellers' swatches;
- (7) forming (including boarding, calendering and setting);
- (8) winder, i.e. an employee engaged in operating a yarn winding machine;
- (9) operating a dye-house machine;
- (10) knitter's assistant, i.e. an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;

- (9) werktuigkundige;
en omvat 'n manlike werknemer nie elders in hierdie Ooreenkoms genoem nie.

"Graad II-werknemer, man" 'n manlike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen—

- (1) fatsoeneer (insluitende vormpars-, kalandeer- en setwerk);
- (2) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjien bedien;
- (3) skakelmasjienbediener, d.w.s. 'n werknemer wat 'n skakel masjien bedien;
- (4) wasringe maak;
- (5) met die hand of masjien aftrek of stensil;
- (6) trekdraadbediener;
- (7) skeringbereier;
- (8) borselaar;
- (9) bande vul;
- (10) bande afmerk;
- (11) sokkies afwerk;
- (12) setmasjienbediener;
- (13) dose inmeekaarsit, d.w.s. karton in kartonhouers vou;
- (14) werktuigkundige se assistent;
- (15) skuinsband sny;
- (16) 'n kleurmasjien bedien;
- (17) toonsluiting met masjien;
- (18) handelsreisigers se kleeedmonsters sny;
- (19) herstelwerk met trekdrade;
- (20) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kleeedstof van die masjiene afhaal, garing van die masjien afhaal of terugsit en wat die masjien kan stop en aansit, alles onder die algemene toesig van 'n breier;
- (21) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;
- (22) kolverwyderaar, d.w.s. 'n werknemer wat kolle en vlekke verwyder;
- (23) krimppars of -masjien bedien.

"Graad I-werknemer, vrou", 'n werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen—

- (1) masjienwerker, d.w.s. 'n werknemer wat werk deur middel van 'n naaimasjien doen;
 - (2) masjienbreier, d.w.s. 'n werknemer wat een of 'n stel brei-masjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein herstelwerkies aan sulke dinge soos garingspanning te doen wanneer dit nodig is;
 - (3) breiwerk snyer, d.w.s. 'n werknemer wat half-gepasweefde kledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
 - (4) nasiener, d.w.s. 'n werknemer wat die klaar kleeedstof en/of kledingstuk vir foute nasien;
 - (5) kleurstowwe afweeg;
 - (6) laboratoriumassistent;
 - (7) skakelmasjienbediener, d.w.s. 'n werknemer wat 'n skakelmasjien bedien;
 - (8) stopwerk, d.w.s. die ondersoek van gebreide kledingstukke vir foute en die regmaak van sulke foute;
 - (9) herstelwerk en/of vervangstukke uitsny, insluitende tyd bestee aan die soek na bypassende kleeedstowwe;
- en omvat 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms genoem word nie.

"Graad II-werknemer, vrou", 'n vroulike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen—

- (1) optolling, d.w.s. spintolle met 'n optoller optol;
- (2) etikette uitskrif;
- (3) groottenommers stempel;
- (4) dose inmeekaarsit, d.w.s. karton in kartonhouers vou;
- (5) skuinsband sny;
- (6) handelsreisiger se kleeedmonsters sny;
- (7) fatsoeneer (insluitende vormpars-, kalandeer- en setwerk);
- (8) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjien bedien;
- (9) kleurmasjien bedien;
- (10) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kleeedstof van die masjiene afhaal, garing van masjiene afhaal en terugsit en wat 'n masjien kan stop en aansit, alles onder die algemene toesig van 'n breier;

- (11) drawn-thread mending;
- (12) toe-closing by machine;
- (13) wax-ring making;
- (14) transferring or stencilling by hand or machine;
- (15) draw-thread operator;
- (16) warper;
- (17) brusher;
- (18) bar filling;
- (19) bar transferring;
- (20) sock trimmer;
- (21) packing, other than despatch packing;
- (22) cleaners, folders, folders and turners;
- (23) hand sewer;
- (24) tagger, i.e. an employee who marks with a thread on socks for size;
- (25) spotter, i.e. an employee who removes spots and stains;
- (26) re-ironing ribbons and light pressing of bulky knits.

"Hourly rate" or "hourly wage" means the weekly wage prescribed in this Agreement for the respective classes, divided by 42½ or 45 in the case of employees in the knitting, warping, winding and dyeing sections.

"Knitting Division" means that division of the knitting section in which employers and employees are associated for the knitting of fabric and/or garments and shall include—

- (a) the making up of fully-fashioned garments;
- (b) the making up of semi-fashioned garments;
- (c) the making up of men's, ladies' and children's socks, but shall exclude the making up of knitted garments from uniform width knitted fabric in the piece.

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

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

"Messenger" means a female employee engaged in carrying messages or garments or parts of garments from one operation to another within the establishment.

"Monthly wage" means the weekly wage multiplied by 4 and ½.

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

"Piece-work" means any system by which earnings are calculated upon the quantity or output of work performed.

"Qualified" means in relation to an employee in the industry, an employee other than a foreman or male supervisor, a forewoman or female supervisor, a learner or an unskilled labourer, mechanic, caretaker, assistant despatch packer, driver of a vehicle or watchman.

"Short-time" means a temporary reduction in the number of ordinary weekly hours of work in an establishment due to slackness of work or other exigencies of trade.

"Storeman" means an employee in general charge of stores and/or finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or a warehouse and/or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch.

"Task-work" means the setting by an employer (or his representative) to an employee of a stated number of garments or portion of garments to be completed by such employee within a specified time.

"Tea-girl" means an employee who makes tea or similar beverages and who may wash cups, saucers and kitchen utensils and who may be responsible for cleaning the kitchen and/or lunch and/or rest rooms.

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

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

"Unskilled labourer" means an employee employed in one or more of the following duties or capacities:

- (i) Cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- (ii) loading or unloading;
- (iii) carrying, moving or stacking articles;
- (iv) opening or closing doors, unpacking boxes, packages, bales or other containers;

- (11) herstelwerk met trekdrade;
- (12) toonsluiting met masjien;
- (13) wasringe maak;
- (14) met die hand of masjien aftrek of stensil;
- (15) trekdraadbediener;
- (16) skeringbereier;
- (17) borselaar;
- (18) bande vul;
- (19) bande afmerk;
- (20) sokkies afwerk;
- (21) verpakking, uitgesonderd versendingsverpakking;
- (22) skoonmakers, vouers, vouers en omdraaiers;
- (23) handstikker;
- (24) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;
- (25) kolverwyderaar, d.w.s. 'n werknemer wat kolle en vlekke verwyder;
- (26) linte weer stryk en lywige breiwerk saggies pars.

„Uurskaal" of „uurloon" die weekloon wat in hierdie Ooreenkoms vir die verskillende klasse voorgeskryf word, gedeel deur 42½ of 45 in die geval van werknemers in die brei-, skering-, optol- en kleurafdelings.

„Brei-afdeling" daardie afdeling van die breiseksie waarin werkgewers en werknemers geassosieer is vir die brei van kleedstof en/of kledingstukke en omvat—

- (a) die opmaak van gepasweefde kledingstukke;
- (b) die opmaak van half-gepasweefde kledingstukke;
- (c) die opmaak van mans-, dames- en kinderkouse; maar omvat nie die opmaak van gebreide kledingstukke van gebreide stukkledingstowwe van eenvormige wydte nie. Met „gebreide stukkledingstowwe" word bedoel rolle gebreide kleedstof van deurlopende lengte.

„Leerling" 'n werknemer wie se dienstdyd of dienstye hom nie geregtig maak op die loon vir gekwalifiseerdes wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word nie.

„Bode" 'n vroulike werknemer wat boodskappe of kledingstukke of dele van kledingstukke van een werksaamheid na die ander binne die inrigting dra.

„Maandloon" die weekloon vermenigvuldig met 4½.

„Motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordskrywing omvat „dryf van 'n motorvoertuig" alle dryftydperke en alle tyd deur die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly in gereedheid om te dryf.

„Stukwerk" enige stelsel waarby verdienste bereken word op die hoeveelheid of omvang van werk wat verrig is.

„Gekwalifiseer" met betrekking tot 'n werknemer in die nywerheid, 'n ander werknemer as 'n voorman of manlike toesighouer, 'n voorvrou of vroulike toesighouer, 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, opsigter, assistent-versendersverpakker, drywer van 'n voertuig of 'n wag.

„Korttyd" 'n tydelike vermindering in die getal gewone weeklikse werke in 'n inrigting weens werkslape of ander gebeurlikhede in die bedryf.

„Pakhuisman" 'n werknemer in algemene beheer van voorrade en/of afgewerkte produkte en wat verantwoordelik is vir die ontvang, stoor, verpakking of uitpak van goedere in 'n pakhuis of 'n stoor en/of goedere uit 'n stoor of pakhuis aflewer aan die verbruiksafdelings van 'n inrigting of vir versending.

„Taakwerk" die opdra deur 'n werkgewer (of sy verteenwoordiger) aan 'n werknemer van 'n bepaalde getal kledingstukke of gedeelte van kledingstukke wat deur só 'n werknemer binne 'n bepaalde tyd voltooi moet word.

„Teemeisie" 'n werknemer wat tee of soortgelyke drankie maak en wat koppies, pierings en kombuisgerei kan was en wat verantwoordelik kan wees vir die skoonmaak van die kombuis en/of eet- en/of ruskamers.

„Handelsreisiger" 'n werknemer wat as die reisende verteenwoordiger van 'n inrigting, namens so 'n inrigting bestellings van persone vra of werk vir die verkoop en/of lewering van goedere aan hulle.

„Handelsreisiger se drywer" 'n werknemer wat die handelsreisiger op sy reis vergesel en hom help om te dryf en om monsters te verpak, uit te pak en te vertoon.

„Ongeskoolde arbeider" 'n werknemer wat in een of meer van ondergenoemde werksaamhede of bevoegdhede diens doen:

- (i) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak en/of was;
- (ii) laai of aflaai;
- (iii) artikels dra, verskuif of opstapel;
- (iv) deure oop- of toemaak, kaste, pakkies, bale of ander houers uitpak;

- (v) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (vi) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- (vii) binding, wiring or strapping boxes or bales or other containers, and shall include an employee of the age of 21 years or over who performs the duties of an errand boy.

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

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

4. REMUNERATION.

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

	Per week	
Assistant Despatch Packer	8	82
Boiler Attendant	10	02
Clerical employee (male):		
First year of experience	6	00
Second year of experience	8	25
Third year of experience	11	97
Fourth year of experience	15	90
Fifth year of experience	20	14
Thereafter	22	82
Clerical employee (female):		
First year of experience	6	00
Second year of experience	7	16
Third year of experience	8	25
Fourth year of experience	9	27
Thereafter	11	97
Despatch Packer	10	02
Foreman or male supervisor	25	44
Forewoman or female supervisor	16	63
Grade I employee (male):		
(a) Qualified	18	26
	(R18.36 from first full pay week after the 1st December, 1964.)	
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	62
Third Year		
First Six Months	8	74
Second Six Months	9	82
Fourth Year		
First Six Months	10	96
Second Six Months	12	68
Fifth Year		
First Six Months	13	83
Second Six Months	15	31
Thereafter the wage specified in (a)		
Grade II employee (male):		
(a) Qualified	11	11
	(R11.16 from first full pay week after the 1st December, 1964.)	
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	62
Third Year		
First Six Months	8	74
Second Six Months	9	82
Thereafter the wage specified in (a)		
(c) If advanced to Grade I employee (male):		
Fourth Year		
First Six Months	11	11
Second Six Months	12	68
Fifth Year		
First Six Months	13	83
Second Six Months	15	31
Thereafter	18	26
	(R18.36 from first full pay week after the 1st December, 1964.)	

- (v) briewe, boodskappe of goedere buitekant die fabrieksperseel te voet of deur middel van 'n trapfiets, driewiel of handvoertuig aflewer;
- (vi) met die hand kaste, bale of ander houers merk, brandmerk, stensil of etikette daaraan heg;
- (vii) kaste of bale of ander houers vasbind, met drade of bande vasmaak of vasgord en dit sluit in 'n werknemer van 21 jaar of ouer wat die pligte van 'n loopjong uitvoer.

„Wag” of „opsigter” 'n werknemer wat persele, geboue of ander eiendom bewaak.

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik diens doen.

4. BESOLDIGING.

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

	Per week	
Assistent-versendingsverpakker	8	82
Ketelbediener	10	02
Klerklike werknemer, man:		
Eerste jaar ondervinding	6	00
Tweede jaar ondervinding	8	25
Derde jaar ondervinding	11	97
Vierde jaar ondervinding	15	90
Vyfde jaar ondervinding	20	14
Daarna	22	82
Klerklike werknemer, vrou:		
Eerste jaar ondervinding	6	00
Tweede jaar ondervinding	7	16
Derde jaar ondervinding	8	25
Vierde jaar ondervinding	9	27
Daarna	11	97
Versendingsverpakker	10	02
Voorman of manlike toesighouer	25	44
Voortvrou of vroulike toesighouer	16	63
Graad I-werknemer, man:		
(a) Gekwalifiseer	18	26
	(R18.36 vanaf 1ste volle betaalweek ná 1 Desember 1964.)	
(b) Leerling—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	62
Derde jaar		
Eerste ses maande	8	74
Tweede ses maande	9	82
Vierde jaar		
Eerste ses maande	10	96
Tweede ses maande	12	68
Vyfde jaar		
Eerste ses maande	13	83
Tweede ses maande	15	31
Daarna die loon in (a) genoem.		
Graad II-werknemer, man:		
(a) Gekwalifiseer	11	11
	(R11.16 vanaf 1ste volle betaalweek ná 1 Desember 1964.)	
(b) Leerling—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	62
Derde jaar		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna die loon in (a) genoem.		
(c) Indien bevorder tot graad I-werknemer, man:		
Vierde jaar		
Eerste ses maande	11	11
Tweede ses maande	12	68
Vyfde jaar		
Eerste ses maande	13	83
Tweede ses maande	15	31
Daarna	18	26
	(R18.36 vanaf 1ste volle betaalweek ná 1 Desember 1964.)	

Grade I employee (female):

(a) Qualified	11	11
	(R11.16 from first full pay week after the 1st December, 1964.)	
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	62
Third Year		
First Six Months	8	74
Second Six Months	9	82
Thereafter the wage specified in (a), i.e.	11	11
	(R11.16 from first full pay week after the 1st December, 1964.)	

Grade II employee (female):

(a) Qualified	8	47
	(R8.52 from first full pay-week after the 1st December, 1964.)	
(b) Unqualified—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	16
Third Year		
First Six Months	7	62
Second Six Months	8	07
Thereafter the wage specified in (a)		
(c) If advanced to Grade I employee (female):		
Fourth Year		
First Six Months	8	74
Second Six Months	9	82
Thereafter the wage specified in (a), i.e.	11	11
	(R11.16 from first full pay week after the 1st December, 1964.)	

Messenger and/or Errand Boy

(a) Qualified	7	62
(b) Learner—First Year		
First Six Months	4	76
Second Six Months	5	64
Second Year		
First Six Months	6	60
Second Six Months	7	16
Thereafter the wage specified in (a)		

Motor Vehicle Driver of a vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle:

(a) Does not exceed 3,000 lbs.	10	19
(b) Exceeds 3,000 lbs. but not 6,000 lbs.	13	45
(c) Exceeds 6,000 lbs.	18	68

Tea Girl

... ..	7	67
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Traveller (male) qualified

... ..	28	86
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Traveller (male) unqualified:

During first six months of experience	18	27
During second six months of experience	19	96
During third six months of experience	21	94
During fourth six months of experience	23	09
During fifth six months of experience	24	24
During sixth six months of experience	25	40
During seventh six months of experience	26	55
During eighth six months of experience	27	71

Traveller (female) qualified

... ..	24	94
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Traveller (female) unqualified:

During first six months of experience	14	96
During second six months of experience	16	39
During third six months of experience	17	87
During fourth six months of experience	19	35
During fourth six months of experience	21	13
During sixth six months of experience	22	08
During seventh six months of experience	23	03
During eighth six months of experience	23	98

Traveller's Driver

... ..	8	32
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Unskilled Labourer

... ..	8	82
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Watchman or Caretaker

... ..	10	02
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Graad I-werknemer, vrou:

(a) Gekwalifiseer	11	11
	(R11.16 volle ná 1 1964.)	vanaf 1ste betaalweek Desember
(b) Leerling— <i>Eerste jaar</i>		
Eerste ses maande	4	76
Tweede ses maande	5	64
<i>Tweede jaar</i>		
Eerste ses maande	6	60
Tweede ses maande	7	62
<i>Derde jaar</i>		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna die loon in (a) genoem, d.w.s.	11	11
	(R11.16 volle ná 1 1964.)	vanaf 1ste betaalweek Desember

Graad II-werknemer, vrou:

(a) Gekwalifiseer	8	47
	(R8.52	vanaf 1ste
	volle	betaalweek
	ná 1	Desember
	1964.)	
(b) Ongekwalfiseer—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	16
Derde Jaar		
Eerste ses maande	7	62
Tweede ses maande	8	07
Daarna die loon in (a) ge- noem.		
(c) Indien bevorder tot graad I-werknemer, vrou:		
Vierde jaar		
Eerste ses maande	8	74
Tweede ses maande	9	82
Daarna die loon in (a) ge- noem, d.w.s.	11	11
	(R11.16	vanaf 1ste
	volle	betaalweek
	ná 1	Desember
	1964.)	

Bode en/of loopjong:

(a) Gekwalifiseer	7	62
(b) Leerling—Eerste jaar		
Eerste ses maande	4	76
Tweede ses maande	5	64
Tweede jaar		
Eerste ses maande	6	60
Tweede ses maande	7	16
Daarna die loon in (a) genoem.		

Motorvoertuigdrywer van 'n voertuig waarvan die leë gewig saam met 'n sleepwa of -waens deur dié voertuig getrek:

(a) Hoogstens 3,000 lb. is	10	19
(b) Meer as 3,000 lb. is, maar nie meer as 6,000 lb. nie	13	45
(c) Meer as 6,000 lb. is	18	68

Teemeisie

... ..	7	67
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Handelsreisiger, man, gekwalifiseer

... ..	28	86
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Handelsreisiger, man, ongekwalifiseer:

Gedurende 1ste ses maande ondervinding	18	27
Gedurende 2de ses maande ondervinding	19	96
Gedurende 3de ses maande ondervinding	21	94
Gedurende 4de ses maande ondervinding	23	09
Gedurende 5de ses maande ondervinding	24	24
Gedurende 6de ses maande ondervinding	25	40
Gedurende 7de ses maande ondervinding	26	55
Gedurende 8ste ses maande ondervinding	27	71

Handelsreisiger, vrou, gekwalifiseer

... ..	24	94
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Handelsreisiger, vrou, ongekwalifiseer:

Gedurende 1ste ses maande ondervinding	14	96
Gedurende 2de ses maande ondervinding	16	39
Gedurende 3de ses maande ondervinding	17	87
Gedurende 4de ses maande ondervinding	19	35
Gedurende 5de ses maande ondervinding	21	13
Gedurende 6de ses maande ondervinding	22	08
Gedurende 7de ses maande ondervinding	23	03
Gedurende 8ste ses maande ondervinding	23	98

Handelsreisiger se drywer

... ..	8	32
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Ongeskoolde arbeider

... ..	8	82
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Wag of opsigter

... ..	10	02
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(2) *Set-Leaders*.—In addition to the wages computed in terms of sub-clause (1) of this clause, any employee when called upon to perform the duties of a Set-Leader, shall receive and be paid an additional 65 cents per week whilst so employed.

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

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

- All employees who qualify for an increase during the period 1st January to 31st March of the calendar year shall be granted such increases with effect from and including the first pay week after the 15th February of such year. When an employee is not in employment during the said pay week he shall become entitled to the increase with effect from the date he is employed.
- Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September, and 1st October to 31st December of each calendar year shall accrue to employees on the 15th May, 15th August and 15th November which falls within the respective period.
- In calculating whether an employee qualifies for an increment all periods of absence from work shall be counted except any absence without pay for a continuous period in excess of four consecutive pay weeks and in respect whereof full particulars of the name of the employee and the period of absence has been advised to the Council within 14 days of the employee resuming work.

(5) Except with the consent of the Council first obtained, no qualified male employee engaged in the industry at the date of coming into operation of this Agreement shall be retrenched unless, when replaced, another qualified male employee is employed in the same occupation.

(6) *Differential Rates*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor, work of another class for which either—

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

- in the case referred to in paragraph (a) not less than the daily wage calculated on the higher weekly rate; and
- in the case referred to in paragraph (b) not less than the daily wage calculated on the basis of the highest weekly wage prescribed in sub-clause (1) for the higher class

provided that where the difference between classes is, in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

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

(8) In an establishment where a foreman or forewoman is not employed, any employee (other than a set-leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage prescribed in sub-clause (1) of this clause for a supervisor.

(9) The wages prescribed in this clause shall be deemed to include the cost-of-living allowance payable in terms of War Measure No. 43 of 1942 as amended. Should the cost-of-living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purpose hereof, Agreement shall include any amendment thereto.

(2) *Spanleiers*.—Benewens die lone bereken kragtens subklousule (1) van hierdie klousule, moet elke werknemer van wie vereis word om die pligte van 'n spanleier uit te voer, 'n bykomende 65 sent per week, terwyl hy aldus diens doen, betaal word en dit ontvang.

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

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

- Alle werknemers wat in aanmerking kom vir 'n verhoging gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar, moet dié verhogings toegestaan word met ingang van en met inbegrip van die eerste betaalweek ná 15 Februarie van dié jaar. Wanneer 'n werknemer gedurende genoemde betaalweek nie diens doen nie, word hy geregtig op die verhoging met ingang van die datum waarop hy in diens geneem word.
- Desgelyks en op dieselfde wyse moet alle verhogings wat verskuldig word gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September, en 1 Oktober tot 31 Desember elke kalenderjaar, vir werknemers betaalbaar wees op die 15de Mei, 15de Augustus, en 15de November wat binne die betrokke tydperk val.
- Wanneer bereken word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van werk bygereken word, uitgesonderd afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as vier opeenvolgende betaalweke en ten opsigte waarvan volle besonderhede van die naam van die werknemer en die tydperk van afwesigheid binne 14 dae vanaf die datum waarop die werknemer sy werk hervat het, aan die Raad meegegee is.

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

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

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat eindig in 'n loon wat hoër as dié van sy eie klas is,

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

- in die geval genoem in paragraaf (a), minstens die dagloon betaal bereken op die hoër weeklikse skaal; en
- in die geval genoem in paragraaf (b), minstens die dagloon bereken op die grondslag van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word;

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

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

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

(9) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat kragtens genoemde Oorlogsmaatreël of enige vervangende maatreël betaalbaar is, in so 'n mate verhoog word dat 'n werknemer op meer besoldiging geregtig word as dié wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens so groot is as die bedrag wat meer as sy vorige loon is.

5. BETALING VAN BESOLDIGING.

(1) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer betaal is onmiddellik voor die datum, of waarop 'n werknemer geregtig was op die datum van die inwerking-treding van hierdie Ooreenkoms terwyl dié werknemer by dieselfde werkgewer in diens is nie. Die bepalinge van hierdie subklousule is ook van toepassing in die geval van enige werknemer wie se dienste deur sodanige werkgewer beëindig word ná die datum van die inwerking-treding van hierdie Ooreenkoms en wat weer deur dié werkgewer in diens geneem word.

Vir die toepassing hiervan omvat hierdie Ooreenkoms alle wysigings daarvan.

(2) (a) Remuneration due to an employee other than a shift worker shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 7 (5) under the Act but not later than 5.30 p.m. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

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

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

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

(3) *Wage Envelopes.*—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate or rate per hour, deductions made in terms of sub-clause (4) of this clause and sub-clauses (1), (2) and (3) of clause 12 (i.e. short time), and the date up to which the wage or rates shown on the envelope are paid.

(4) No deduction of any description, other than the following, shall be made from the amount due to an employee:

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work and such absence is not at the request or on the instructions of his employer, a *pro rata* deduction for actual time lost may be made.

(b) With the written consent of the employee, deductions for savings and/or holiday funds; provided that the commencement or continuance of a savings and/or holiday fund is subject to the approval of the Industrial Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust under the supervision of the Industrial Council; and for cash advanced against wages.

(c) Levies in terms of clause 22 and sick benefit fund contributions in terms of clause 26 of this Agreement, and trade union subscriptions in terms of clause 27 of the Agreement.

(d) Any amount paid by an employer compelled by law, ordinance or legal process to make payment on behalf of an employee.

(e) Where scissors have been provided by an employer to his employee, a weekly instalment not exceeding 3 cents may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid.

(f) No employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one half cent per cup may be made in accordance with clause 13 of this Agreement.

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

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

(5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the remuneration of such employees. Remuneration must at all times be paid in full except as is provided in sub-clause (4) hereof, and sub-clauses (1), (2) and (3) of clause 12 and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.

(6) Where work of any nature whatsoever is performed in an establishment by employees organized in sets or teams, each individual employee in the said sets or teams shall be paid his remuneration by the employer or his representative in the establishment where the work is performed.

(7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee.

(8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding an employer shall pay to all employees affected thereby, wages up to a maximum of two weeks; provided that

(2) (a) Besoldiging verskuldig aan 'n werknemer, uitgesonderd 'n skofwerker, moet in kontant elke Vrydag gedurende werkure betaal word op die plek en tyd genoem in die kennisgewing opgeplak ooreenkomstig regulasie 7 (5) kragtens die Wet maar nie later as 5.30 nm. nie. Enige tyd wat mag verloop ná die gewone werkure en die tyd waarop betaling gedoen word, moet as oortyd geag word. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling gedoen word gedurende werkure op die dag wat dié vakansiedag voorafgaan.

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

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

(c) Ingeval die dienskontrak op enige ander werkdag as die gewone betaaldag in die inrigting beëindig word, moet alle lone of ander gelde wat aan die werknemer verskuldig is, onmiddellik by diensbeëindiging betaal word, en waar dit nie gedoen word nie, is die werknemer ook geregtig op sy gewone loon vir enige tydperk tot op die oomblik waarop betaling gedoen word.

(3) *Loonkoevert.*—Alle lone moet aan werknemers oorhandig word in verseelde koeverte waarop die naam van die werknemer, sy fabrieksnummer en die naam van die werkgever moet verskyn. Die koevert moet die getal ure wat deur die werknemer gewerk is aantoon asook sy voorgeskrewe weeklikse loonskaal of skaal per uur, aftrekkings gedoen ingevolge subklousule (4) van hierdie klousule en subklousules (1), (2) en (3) van klousule 12 (d.w.s. korttyd), en die datum tot wanneer die loon of skale wat op die koevert aangetoon word, betaal word.

(4) Geen aftrekkings van watter aard ook al, uitgesonderd ondergenoemdes, mag gedoen word van die bedrag wat aan 'n werknemer verskuldig is nie:

(a) Behalwe waar dit anders in hierdie Ooreenkoms bepaal word, kan 'n eweredige aftrekking gedoen word vir tyd wat werklik verloor is wanneer 'n werknemer van die werk afwesig is en hy nie op las of versoek van sy werkgever afwesig is nie.

(b) Met die skriftelike toestemming van die werknemer, aftrekkings vir spaar- en/of verlofondse; met dien verstande dat die instelling of voortsetting van 'n spaar- en/of verlofondse onderworpe is aan die goedkeuring van die Nywerheidsraad, nadat die werkgever toegestem het om sodanige gelde wat van sy werknemer se loon afgetrek is, in 'n trustfonds te stort wat onder toesig van die Nywerheidsraad staan; en vir kontant voorgesket op waarborg van lone.

(c) Heffings ingevolge klousule 22 en siektebystandfondsebydraes ingevolge klousule 26 van hierdie Ooreenkoms, en vakverenigingsgedelgeld ingevolge klousule 27 van die Ooreenkoms.

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

(e) Waar 'n skêr deur 'n werkgever aan sy werknemer verskaf is, kan 'n weeklikse paalement van hoogstens 3 sent afgetrek word totdat die koste deur die werkgever aangegaan, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgever terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het.

(f) Geen werknemer mag verplig word om tee (of ander drank) te neem nie, maar waar 'n werknemer ingestem het om tee (of ander drank) wat deur die werkgever verskaf word, aan te neem, kan 'n aftrekking van hoogstens ½ sent per koppie gedoen word ooreenkomstig klousule 13 van hierdie Ooreenkoms.

(g) Waar geen werk aan 'n werknemer beskikbaar is weens 'n onklaarraking van masjinerie nie, of weens enige ander oorsaak buite die beheer van die bestuur, kan 'n werkgever 'n eweredige aftrekking doen vir enige tyd van meer as twee uur wat verlore gegaan het.

(h) Met die skriftelike toestemming van sy werknemer, aftrekkings vir bydraes tot die fondse van die vakvereniging.

(5) Werkgewers wat hul werknemers van goedere van watter aard ook al voorsien, mag nie die bedrae wat daarop verskuldig is, van die besoldiging van dié werknemers aftrek nie. Besoldiging moet te alle tye ten volle betaal word, uitgesonderd soos bepaal in subklousule (4) hiervan en subklousules (1), (2) en (3) van klousule 12, en geen aftrekking mag gedoen word ten opsigte van goedere wat per ongeluk gedurende die vervaardigingsproses beskadig is nie.

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

(7) Geen werkgever mag enige premie, geldelike of ander vergoeding vra of aanneem vir die opleiding van 'n werknemer nie.

(8) Wanneer werk tot stilstand kom of onderbreek word in die hele of 'n gedeelte van 'n inrigting weens skade veroorsaak deur 'n brand, storm of oorstrooming, moet 'n werkgever aan alie werknemers wat daardeur geraak word, lone tot en met 'n maksimum van twee weke betaal; met dien verstande dat so-

such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 18 of this Agreement; provided that where work in a part or the whole of the establishment is resumed within two weeks from the date on which work was so ceased or interrupted the payment due shall be only in respect of the actual time lost by the employees affected. The provisions of this sub-clause shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of sub-clause (8) of clause 18 of this Agreement.

6. TIME RECORDS.

(1) Every employer shall provide, to the satisfaction of the Council, a semi-automatic time recording clock, or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.

(2) Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.

(3) Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.

(4) All time cards, or other types of records, shall in accordance with the requirements of section fifty-seven (4) of the Industrial Conciliation Act, 1956, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the Designated Agent of the Council.

7. WAGE INCENTIVES, PIECE-WORK AND TASK WORK.

(1) Task work is prohibited and employees who are required to produce a given number of units of production shall be placed under piece work or incentive system as provided for in this clause.

(2) No employer shall employ any employees on piece-work or any other form of wage incentive except in accordance with the following conditions:

(i) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker;

(ii) the Secretary of the Council must within 7 days of the introduction of any piece-work or other form of wages incentive be notified of the introduction thereof;

(iii) a schedule of the piece-work rates and in the case of any other form of wage incentive a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an Agent of the Council;

(iv) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a work's committee of two (or such additional numbers as may be agreed to by the employer), and in the event of a work's committee being appointed full details of the actual operation of the scheme shall be made available to the committee;

(v) full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of one year after such change;

(vi) no details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any), and in the event of any dispute arising, the matter shall be referred to the Council; provided that this shall not apply to any changes effected during the trial period of 3 months after the coming into operation of the scheme. Piece-work rates shall not be reduced without the consent of the Council.

(vii) no wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

8. RATIO OF EMPLOYEES.

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

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

danige betaling alle betaling moet insluit ten opsigte van diens-opsegging wat verskuldig mag wees ingevolge klousule 18 van hierdie Ooreenkoms; met dien verstande dat waar werk in 'n gedeelte van of in die hele inrigting hervat word binne twee weke vanaf die datum waarop werk aldus tot stilstand gekom het of onderbreek is, die verskuldigde betaling slegs moet wees ten opsigte van die werklike tyd wat deur die betrokke werknemers verloor is. Die bepaling van hierdie subklousule is ook van toepassing op 'n werknemer wat op die datum van sodanige brand, storm of oorstroming op proef in diens was ingevolge subklousule (8) van klousule 18 van hierdie Ooreenkoms.

6. TYDREGISTREERDERS.

(1) Elke werkgever moet tot bevrediging van die Raad 'n half-automatiese tyd klok verskaf, of enige ander tydregistreerstelsel verskaf en moet buite redelike twyfel die werklike tyd vasstel gedurende welke elke individuele werknemer in die inrigting aanwesig was.

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

(3) Elke werknemer moet persoonlik, ooreenkomstig die metode wat in die inrigting in swang is, registreer, en geen werknemer mag vir enige ander werknemer in dié inrigting registreer nie.

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

7. LOONAANSPORING, STUKWERK EN TAAKWERK.

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

(2) Geen werkgever mag werknemers of stukwerk of enige ander vorm van loonaansporing in diens hê nie, uitgesonderd op ondergenoemde voorwaardes:

(i) Geen werknemer mag in 'n week minder betaal word as die minimum loon waarop hy ooreenkomstig klousule 4 van hierdie Ooreenkoms geregtig sou gewees het as hy suiwer as 'n tydwerker in diens was nie;

(ii) die Sekretaris van die Raad moet binne 7 dae vanaf die invoering van enige stukwerk- of ander vorm van loonaansporingstelsel in kennis gestel word van die invoering daarvan;

(iii) 'n lys van die stukwerkskale en, in die geval van enige ander vorm van loonaansporing, 'n staat wat duidelik uiteensit hoe bonusbetalings bereken sal word, moet onmiddellik vertoon en op 'n opvallende plek opgeplak gehou word wat maklik deur die werknemers bekombaar is en dié lys en/of staat moet op dié plek deur 'n agent van die Raad geteken word;

(iv) die werknemers wat deur enige ander loonaansporingskema as gewone stukwerk geraak word, het die reg om 'n werkekomitee van twee te kies (of sodanige bykomende lede as dié waartoe die werkgever toestem) en ingeval 'n werkekomitee aangestel word, moet volle besonderhede van die werklike werking van die skema aan die komitee beskikbaar gemaak word;

(v) volledige besonderhede van die loonaansporingskema wat die werksaamhede wat gedek word, aantoon, asook taakwaardes en toelatings gedoen by die berekening van taakwaardes, moet deur die werkgever bygehou word en waar enige veranderings aangebring word, moet die aantekeninge van die vorige stelsel vir 'n tydperk van een jaar ná sodanige verandering bewaar word;

(vi) geen besonderhede van die loonaansporingskema mag verander word met die doel om die verdienste van die betrokke werknemers sonder toestemming van die werkekomitee (as daar een is) te verminder nie, en ingeval daar 'n geskil ontstaan moet die saak na die Raad verwys word; met dien verstande dat dit nie van toepassing is op enige veranderings wat gedurende 'n proeftyd van drie maande ná die inwerkingtreding van die skema aangebring word nie.

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

(vii) Geen loonaansporingskema mag vir 'n tydperk van langer as 'n maand ná 'n proeftyd van drie maande voortgesit word sonder dat 'n vergunningcertifikaat eers van die Nywerheidsraad verkry is nie.

8. GETALSVIRHOUDING.

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

(2) *Vroulike Breiers.*—'n Werkgever mag nie 'n ongekwalifiseerde vroulike breier in diens hê nie tensy hy in sy diens 'n gekwalifiseerde vroulike breier het, en vir elke gekwalifiseerde vroulike breier mag daar hoogstens twee ongekwalifiseerde vroulike breiers in diens wees.

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

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

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

(6) *Female Employees (other than Knitters)*.—An employer shall pay in respect of the female employees in his establishment for whom wages are prescribed in this Agreement (other than female knitters).—

- (i) not less than 30 per cent of such employees a wage of R11.11 per week or more; (R11.16 from the first full pay week after the 1st December, 1964) and
- (ii) not less than 25 per cent of such employees a wage of R8.47 per week or more; (R8.52 from the first full pay week after the 1st December, 1964) and
- (iii) not more than 45 per cent of such employees a wage lower than R8.47 per week (R8.52 from the first full pay week after the 1st December, 1964).

(7) In the event of the ratio of employees in terms of sub-clause (6) of this clause being defective in any establishment at any time, then the employer shall—

- (a) immediately engage other employees at the necessary prescribed wage or if such employees are not available;
- (b) raise permanently and in priority of experience, the prescribed wages of a sufficient number of his lower-paid employees to establish and maintain the ratio of employees required in terms of sub-clause (6) of this clause; and
- (c) alternatively, and as a temporary measure, raise the wages of a sufficient number of his lower-paid employees in priority of experience, who shall be retained at such higher wages for so long as he may find it necessary to establish and maintain his prescribed ratio of employees, and such temporary advancement must be explained to each employee concerned.

(8) For the purpose of this clause, tea girls, boiler attendants, caretakers, despatch packers, assistant despatch packers, travellers, travellers' drivers, clerical employees, drivers of vehicles, errand boys, labourers, mechanics, messenger boys and watchmen shall be excluded.

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

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

- (i) In the case of an employee, other than a shift worker and a boiler attendant:
 - (a) 42½ hours, excluding meal times but including rest intervals, in any week Monday to Friday inclusive.
 - (b) 8½ hours on any day between the hours of 7.30 a.m. and 6 p.m.
- (ii) In the case of a shift worker:
 - (a) 42½ hours excluding mealtimes but including rest intervals, in any week from Sunday to Saturday, inclusive.
 - (b) 9 hours on any day where two shifts are employed daily and 8 hours on any day where three shifts are employed daily in any establishment.
- (iii) In the case of a boiler attendant:
 - (a) 46 hours excluding mealtimes but including rest interval, in any week from Monday to Friday, inclusive.
 - (b) 9½ hours on any day.

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

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

(a) the middle of each morning work period;

(b) the middle of each afternoon work period.

during which such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work, provided that this clause shall not apply to a traveller, a motor vehicle driver, an employee engaged in delivering goods or messages outside the establishment of his employer and provided further that where three shifts are employed daily in any establishment, such rest intervals need not be granted to a shift worker provided he is supplied free of charge with one cup of tea as near as practicable to the middle of each shift, such tea to be taken while at his post.

(3) *Breiersassistent*.—'n Werkgewer mag nie 'n breiersassistent in diens hê nie tensy hy 'n gekwalifiseerde breier (man of vrou) in sy diens het.

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

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

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

- (i) minstens 30 persent van sodanige werknemers, 'n loon van R11.11 per week of meer; (R11.16 vanaf die eerste volle betaalweek ná 1 Desember 1964) en
- (ii) minstens 25 persent van sodanige werknemers, 'n loon van R8.47 per week of meer; (R8.52 vanaf die eerste volle betaalweek ná 1 Desember 1964) en
- (iii) hoogstens 45 persent van sodanige werknemers, 'n laer loon as R8.47 per week; (R8.52 vanaf die eerste volle betaalweek ná 1 Desember 1964).

(7) Ingeval die getalsverhouding van werknemers kragtens subklousule (6) van hierdie klousule te eniger tyd in enige inrigting foutief raak, moet die werkgewer—

- (a) onmiddellik ander werknemers teen die nodige voorgeskrewe loon in diens neem of indien sulke werknemers nie beskikbaar is nie;
- (b) permanent en met voorrang gebaseer op ondervinding, die voorgeskrewe lone van 'n voldoende aantal van sy laer besoldigde werknemers verhoog ten einde die getalsverhouding van werknemers soos vereis ingevolge subklousule (6) van hierdie klousule, vas te stel en in stand te hou; en
- (c) as alternatief, en as 'n tydelike maatreël, die lone van 'n voldoende aantal van sy laer besoldigde werknemers volgens voorrang gebaseer op ondervinding, verhoog, en dié werknemers moet teen sodanige hoër lone behou word solank hy dit nodig mag vind om sy voorgeskrewe getalsverhoudings van werknemers vas te stel en in stand te hou, en sodanige tydelike bevordering moet aan elke betrokke werknemer verduidelik word.

(8) Vir die toepassing van hierdie klousule word die volgende werknemers uitgesluit: Teemeisies, ketelbedieners, opsigters, versendingsverpakkers, assistent-versendingsverpakkers, handelsreisigers, handelsreisigers se drywers, klerklike werknemers, drywers van voertuie, loopjongens, arbeiders, werktuigkundiges, bodes en wagt.

9. GEWONE WERKURE, RUSPOUSES EN ETENSPOUSES.

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

- (i) In die geval van 'n werknemer, uitgesonderd 'n skofwerker en 'n ketelbediener—
 - (a) 42½ uur, uitgesonderd etenstye maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;
 - (b) 8½ uur op 'n dag tussen die ure 7.30 vm. en 6 nm.
- (ii) In die geval van 'n skofwerker—
 - (a) 42½ uur, uitgesonderd etenstye maar met inbegrip van ruspouses, in 'n week vanaf Sondag tot en met Saterdag;
 - (b) 9 uur op 'n dag waar twee skofte daaglik werk, en 8 uur op 'n dag waar drie skofte daaglik in 'n inrigting gewerk word.
- (iii) In die geval van 'n ketelbediener—
 - (a) 46 uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;
 - (b) 9½ uur op 'n dag.

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

(3) *Ruspouses*.—'n Werkgewer moet aan elk van sy werknemers 'n ruspouse van minstens 10 minute toestaan so naby moontlik aan—

(a) die middel van elke oggendwerktydperk;

(b) die middel van elke namiddagwerktydperk;

waarin daar nie van sodanige werknemer vereis en hy nie toegelaat mag word om enige werk te verrig nie, en dié pouse moet deel van die gewone werkure geag word; met dien verstande dat hierdie klousule nie van toepassing is nie op 'n handelsreisiger, 'n motorvoertuigdrywer, 'n werknemer wat goedere of boodskappe buitkant die inrigting van sy werkgewer aflewer, en voorts met dien verstande dat waar drie skofte daaglik in 'n inrigting gewerk word, sulke ruspouses nie toegestaan hoef te word aan 'n skofwerker nie; met dien verstande dat hy gratis voorsien word van 'n koppie tee so naby as prakties moontlik aan die middel van elke skof, en dié tee moet genuttig word terwyl hy op sy pos is.

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

- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) that if such interval be longer than one hour, the period in excess of one hour shall be deemed to be hours of work;
- (iii) that where three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than fifteen minutes per shift during which intervals such employee shall not be required or permitted to perform any work.

(5) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers, caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-clause (1) of this clause, and employees in receipt of R1,920.00 per annum or over, provided that in the case of a watchman he shall not be required or permitted to work for more than 13 (thirteen) nights consecutively without being granted a night off duty; the provisions of sub-clauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

10. OVERTIME.

(1) *Overtime:*

- (i) *Employees other than shift workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (i) or before 7.30 a.m. and after 6 p.m. on Monday to Friday, shall be deemed to be overtime.
- (ii) *Shift Workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (ii) shall be deemed to be overtime.

(2) *Limitation of Overtime:*

- (i) *Male Employees.*—No employer shall require or permit a male employee to work more than 10 hours overtime in any week.
- (ii) *Female Employees.*—(a) Daily, Weekly and Annual Limits. —No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, nor shall he require or permit such employee to work overtime for more than—
 - (a) ten hours in any week;
 - (b) two hours on any day;
 - (c) three consecutive days;
 - (d) sixty days in any year.

(b) *Notice of Working of Overtime to be given to Employees.*

—No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer—

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

(3) An employee shall be deemed to be working in the employment of an employer in addition to any period during which he is actually working—

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any premises in which the industry is being carried on;
- (b) during any period during which he is present upon or in any such premises; and
- (c) during any period during which he is in charge of any vehicle used in the industry, whether or not it is being driven;

provided that if it is proved during what portion of any such period as is referred to in paragraph (b) or (c) any such employee actually worked in his employment the presumption established by this sub-clause shall not apply in respect of that employee in relation to that period.

(4) Overtime accrues daily and shall be reckoned day by day as time worked after the completion of the ordinary daily working hours of an establishment. All overtime of a lesser period than fifteen minutes, which an employee may be required to work shall be paid for as one-quarter of any hour overtime.

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

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

- (i) werktidperke wat deur pouses van minder as een uur onderbreek word, geag moet word aaneen te loop;
- (ii) as sodanige pouse langer as een uur duur, die tydperk óór een uur geag moet word as ure gewerk;
- (iii) waar drie skofte daaglik in 'n inrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute per skof toegestaan moet word en gedurende dié pouses daar nie van die werknemer vereis en mag hy nie toegelaat word om te werk nie.

(5) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing nie op handelsreisigers, handelsreisigers se drywers, opsigters of wagte wat persele en/of ander eiendom bewaak op ander tye as gedurende die gewone werkure genoem in subklousule (1) van hierdie klousule, en op werknemers wat R1,920.00 per jaar of meer ontvang; met dien verstande dat in die geval van 'n wag daar nie van hom vereis en mag hy nie toegelaat word om meer as 13 (dertien) nagte aaneen te werk sonder om 'n nag diensvry toegestaan te word nie; die bepalinge van subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat diens doen op noodwerk of die opknapping en herstel van masjinerie wat nie gedurende die gereelde werkure gedoen kan word nie.

10. OORTYD.

(1) *Oortyd:*

- (i) *Werknemers, uitgesonderd skofwerkers:* Alle tyd wat meer as die gewone daaglikse of weeklikse werkure gewerk word wat in klousule 9 (1) (i) voorgeskryf word of vóór 7.30 v.m. en ná 6 n.m. op Maandae tot Vrydae gewerk word, is oortyd.
- (ii) *Skofwerkers:* Alle tyd wat meer as die gewone daaglikse werkure gewerk word wat in klousule 9 (1) (ii) voorgeskryf word, is oortyd.

(2) *Beperking van oortyd:*

- (i) *Manlike werknemers.*—Geen werkgewer mag van 'n manlike werknemer vereis of hom toelaat om langer as 10 uur oortyd in 'n week te werk nie.
- (ii) *Vroulike werknemers.*—(a) Daaglikse, weeklikse en jaarlikse beperkings: Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om vóór 6 n.m. of ná 6 n.m. op 'n dag te werk nie; ook mag hy nie van so 'n werknemer vereis of haar toelaat om langer oortyd te werk nie as—
 - (a) tien uur in 'n week;
 - (b) twee uur op 'n dag;
 - (c) drie opeenvolgende dae;
 - (d) 60 dae in 'n jaar;

(b) *Kennis van oortydwerk moet aan werknemers gegee word.*

—Geen oortyd van meer as 'n uur op 'n dag mag van 'n werknemer vereis word en mag sy nie toegelaat word om dit te verrig nie, tensy die werkgewer—

- (i) kennis daarvan aan dié werknemer vóór middag gegee het; of
- (ii) dié werknemer van 'n voldoende ete voorsien het voordat sy met oortyd moet begin; of
- (iii) dié werknemer 'n toelae van 15 sent betaal het om haar in staat te stel om 'n ete te bekom voordat die oortyd moet begin.

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

- (a) gedurende enige tydperk waarin hy, ooreenkomstig die vereistes van sy werkgewer, aanwesig is op of in 'n perseel waarin die nywerheid uitgevoer word;
- (b) gedurende enige tydperk waarin hy op of in sodanige persele aanwesig is; en
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die nywerheid gebruik word, hetsy dit gedryf word of nie;

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

(4) Oortyd hoop daaglik op en moet dag vir dag bereken word as tyd gewerk ná die voltooiing van die gewone daaglikse werkure van 'n inrigting. Vir alle oortyd van korter duur as 15 minute, wat van 'n werknemer vereis mag word om te werk, moet betaal word as een kwart van elke uur oortyd.

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

(6) Overtime shall apply to all employees in an establishment, except employees in receipt of R1,920 per annum or over, employees employed as travellers, travellers' drivers, and caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-clause (1) of clause 9.

11. PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS.

(1) *Overtime*.—An employer shall pay to his employee in respect of all overtime worked by him not less than—

- (a) if a time worker, not less than one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week;
- (b) if a piece-worker, not less than one and one-third times his piece-work rates;
- (c) if a boiler attendant, one and one-third times his minimum weekly wage divided by 46 for each hour or part of an hour so worked.

(2) *Saturday Work*.—No work shall be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-clause (1), provided that this shall not apply in the case of a shift worker.

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

- (a) pay the employee not less than double his daily wage; or
- (b) pay the employee not less than one and one-third times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e., a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than his daily wage provided that for the purpose of this sub-clause, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

(4) *Public Holidays*:

(a) *Public Holidays other than Van Riebeeck Day*.—An employee shall be entitled to leave on full pay in respect of the following Public Holidays and where he is required or permitted to work on such holiday he shall be paid in addition to his normal wage in respect of such holiday wages at straight time in respect of the hours so worked:

Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Settler's Day and Kruger Day.

(b) *Van Riebeeck Day*.—Where an employee is instructed not to report for work on Van Riebeeck Day he shall be paid in respect of such day three hours pay at his normal rate of remuneration.

Where, however, an employee is required or permitted to work on such day, he shall in addition to such three hours pay receive payment for time worked at the rate of time and a third calculated in accordance with sub-clause (1) of this clause.

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

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

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

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

(8) *Savings*.—The provisions of this clause shall not apply to watchmen, travellers, travellers' drivers and to employees in receipt of over R1,920 per annum.

12. SHORT TIME.

(1) An employer shall, prior to the day on and from which he intends to work short time, notify all employees concerned by posting up a notice, or notices, in a prominent position well known and easily accessible to employees in any section or department of the establishment concerned.

(2) Any employee who has not been given notice in terms of sub-clause (1) hereof shall, on attending at the establishment, be entitled to be employed for a full working day, or be paid full wages in lieu thereof.

(6) Oortyd is van toepassing op alle werknemers in 'n inrigting, uitgesonderd werknemers wat R1,920.00 per jaar of meer ontvang, werknemers in diens as handelsreisigers, handelsreisigers se drywers, en opsigters en wagte wat persele en/of ander eiendom bewaak op ander tye as gedurende die gewone werkure genoem in subklousule (1) van klousule 9.

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

(1) *Oortyd*.—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd deur hom gewerk, minstens die volgende betaal—

- (a) as hy 'n tydwerker is, minstens een en een derde maal sy gewone loon ten opsigte van die totale tydwerk aldus deur dié werknemer in 'n week gewerk;
- (b) as hy 'n stukwerker is, minstens een en een derde maal sy stukwerkskale;
- (c) as hy 'n ketelbediener is, een en een derde maal sy minimum weekloon gedeel deur 46 vir elke uur of deel van 'n uur aldus gewerk.

(2) *Werk op Saterdag*.—Geen werk mag op 'n Saterdag sonder toestemming van die Raad verrig word nie en alle tyd op 'n Saterdag gewerk, moet as oortyd geag en daarvoor ooreenkomstig subklousule (1) betaal word; met dien verstande dat dit nie van toepassing is in die geval van 'n skofwerker nie.

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

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

(4) *Openbare Vakansiedae*:

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

Goëie Vrydag, Paasmaandag, Republiekdag, Hemelvaartdag, Gesinsdag, Gelofte dag, Kersdag, Tweede Kersdag, Nuwejaarsdag, Setlaarsdag en Krugerdag.

(b) *Van Riebeeck-dag*.—Waar 'n werknemer gelas word om hom nie vir werk op Van Riebeeck-dag aan te meld nie, moet hy ten opsigte van dié dag drie uur se loon teen sy gewone skaal van besoldiging betaal word.

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

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

(6) *Paasnaweek*.—Geen werk moet ná 1 nm. op die dag onmiddellik vóór Goëie Vrydag verrig word nie en die werknemers moet die namiddig vry gegee word as 'n vakansiehalfdag.

Die werknemer moet vir so 'n namiddag volle betaling ontvang ten opsigte van die ure wat normaalweg op Donderdagnamiddae gewerk word. Waar werk op sodanige betaalde vakansiehalfdae verrig word, moet die werknemers bo en behalwe die betaling vir sodanige vakansiehalfdag, betaling teen oortydskale ontvang vir tyd ná 1 nm. gewerk.

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

(8) *Voorbehoudsbepalings*.—Die bepalings van hierdie klousule is nie van toepassing nie op wagte, handelsreisigers, handelsreisigers se drywers en werknemers wat meer as R1,920.00 per jaar ontvang.

12. KORTTYD.

(1) Vóór die dag waarop en vanaf wanneer hy voornemens is om korttyd te werk, moet 'n werkgewer alle betrokke werknemers in kennis stel deur 'n kennisgewing of kennisgewings op 'n opvallende plek wat goed bekend is en maklik vir die werknemers bekombaar is, in enige afdeling of departement van die betrokke inrigting op te plak.

(2) Elke werknemer wat nie kennis gegee is kragtens subklousule (1) hiervan nie is, wanneer hy hom by die inrigting aanmeld, daarop geregtig om vir 'n volle werkdag te werk gestel te word, of moet volle lone in plaas daarvan aan hom betaal word.

(3) (a) An employee who has been given notice not to attend on any day on account of short time shall be paid in respect of each such day not less than 3 hours pay at at his ordinary rate of remuneration.

(b) An employee whether on time or piecework on any day attends at the establishment on the instructions of the employer or his representative shall be entitled to be employed for at least 4 hours on such day or to receive 4 hours pay at his ordinary rate of remuneration in terms of clause 4 (1).

13. PROVISION OF TEA AND OTHER BEVERAGES.

(1) Where tea (or other beverage) is provided by the employer, a deduction of not more than one half cent per cup may be made from the wages of the employee receiving such tea (or similar beverage), on condition that no employee may be compelled to take tea (or other beverage) and that the deduction is permissible only where the employee has agreed to accept the tea (or other beverage).

Reference to "tea" in this sub-clause shall include the provision of milk and sugar for mixing with such tea (or other beverages).

(2) Where tea or other beverage is not provided, the employer shall, at his own expense provide and have immediately available to his employees at the commencement of each rest interval, and also at lunch time, a sufficient supply of boiling water and the necessary utensils for the making of tea.

14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

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

(2) *Females in Certain Occupations:* (a) The employment of females as despatch packers and assistant despatch packers is expressly prohibited, provided that this provision shall not apply to—

despatch packers and assistant despatch packers, employed as such prior to the date of coming into force of this Agreement.

(b) A female shall not be required or permitted to use an iron of more than nine pounds in weight.

(3) *Non-members of Trade Union.*—No member of the employers' organization shall give employment for a period of longer than one month to any employee who is not a member of the trade union registered for the clothing industry for the Magisterial Districts in which this Agreement is operative, provided that the provisions of this sub-clause shall not apply to:

(a) clerical employees; or

(b) any employee to whom, in the opinion of the Council, membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within thirty days of such refusal for exemption from the operation of this section;

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

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

15. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) *Annual Leave:*

(i) Every employee who, on the latest day on which he can commence his leave, shall have completed at least one year's continuous service with his employer shall, between the 15th December of each year and the 14th January of the following year, be granted at least three consecutive weeks' annual leave made up as follows:

(a) 12 ordinary working days at full wage;

(b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with clause 11 (4) of this Agreement;

(c) when the Day of the Covenant falls within the period of annual leave it shall, in accordance with clause 11 (4) of this Agreement, also be observed as a paid public holiday thus extending the annual leave period by one day.

(ii) Any employee who, on the 15th December of any year, has not completed 12 months' continuous service with his employer and whose employment has not been terminated shall be paid—

(a) for each completed month of service in that year an amount equal to one day's pay plus—

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

(iii) Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

(3) (a) 'n Werknemer wat kennis gegee is om hom weens korttyd nie op 'n dag aan te meld nie, moet ten opsigte van elke sodanige dag minstens drie uur se loon teen sy gewone loonskaal betaal word.

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

13. VERSKAFFING VAN TEE EN ANDER DRANKE.

(1) Waar tee (of ander drank) deur die werkgever verskaf word, kan 'n aftrekking van hoogstens 'n ½ sent per koppie gedoen word van die loon van die werknemer wat die tee (of dergelike drank) ontvang; met dien verstande dat geen werknemer verplig mag word om tee (of ander drank) te neem nie en dat die aftrekking slegs toelaatbaar is waar die werknemer ingestem het om die tee (of ander drank) te neem.

Verwysings na „tee" in hierdie subklousule sluit die verskaffing van melk en suiker in om met dié tee (of ander drank) te meng.

(2) Waar tee of ander drank nie verskaf word nie, moet die werkgever op eie koste 'n voldoende voorraad kookwater en die nodige gerei om tee te maak, verskaf en dit onmiddellik beskikbaar vir sy werknemers hê by die aanvang van elke ruspouse, asook op die middagete.

14. INDIENSNEMING VAN SEKERE PERSONE VERBODE.

(1) *Persone onder die ouderdom van vyftien jaar.*—Geen werkgewer mag iemand onder die ouderdom van 15 jaar in diens hê nie.

(2) *Vroue in sekere beroepe.*—(a) Die indiensneming van vroue as versendingsverpakkers en assistent-versendingsverpakkers is uitdruklik verbode; met dien verstande dat hierdie bepalings nie van toepassing is nie op:

Versendingsverpakkers en assistent-versendingsverpakkers, wat op die datum vóór die inwerkingtreding van hierdie Ooreenkoms as sodanig in diens was.

(b) Van 'n vrou mag nie vereis en mag sy nie toegelaat word om 'n strykster te gebruik wat swaarder as nege pond weeg nie.

(3) *Nie-lede van Vakvereniging.*—Geen lid van die werkgewers-organisasie moet werk vir 'n langer tyd as een maand aan enige werknemer gee wat nie lid is nie van die vakvereniging wat vir die klerasienuwerheid geregistreer is vir die landdrostdistrikte waarin hierdie Ooreenkoms van krag is; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie op:

(a) Klerklike werknemers; of

(b) Enige werknemer aan wie, na die mening van die Raad, lidmaatskap tot die vakvereniging sonder goeie en voldoende rede geweier is en die applikant binne 30 dae van sodanige weiering by die Raad aansoek gedoen het om vrystelling van die werking van hierdie klousule;

(c) enige werknemer wat, na die mening van die Minister, goeie rede het om beswaar te maak om lid van die vakvereniging te word of te bly;

(d) 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika; met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande nadat hy in die nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, van die hand gewys het, die bepalings van hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN BETAALDE OPENBARE VAKANSIEDAE.

(1) *Jaarlikse verlof:*

(i) Elke werknemer wat, op die laaste dag waarop sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgever voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, minstens drie opeenvolgende weke jaarlikse verlof toegestaan word wat uit die volgende bestaan:

(a) 12 gewone werkdade teen volle besoldiging;

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

(c) wanneer Geloftedag binne die tydperk van jaarlikse verlof val, moet dit ooreenkomstig klousule 11 (4) van hierdie Ooreenkoms ook as 'n betaalde openbare vakansiedag nagekom word, wat die tydperk van jaarlikse verlof dus met een dag verleng.

(ii) Elke werknemer wat op 15 Desember van enige jaar nie 12 maande ononderbroke diens by sy werkgever voltooi het en wie se diens nie beëindig is nie, moet die volgende betaal word:

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

(b) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die inrigting vir die jaarlikse vakansietydperk gesluit is—Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se loon ten opsigte van elke sodanige vakansiedag.

(iii) By diensbeëindiging moet 'n werknemer besoldiging in plaas van verlof ontvang wat soos volg bereken word:

One day's pay in respect of each completed month of service calculated from the 15th December of the previous year or from the date of engagement, whichever is the shorter period.

(2) *Paid Public Holidays:*

(i) In addition to the paid public holidays normally falling within the period of annual leave, i.e., Christmas Day, Boxing Day and New Year's Day, each employee shall be entitled to and be granted leave on full pay on the Day of the Covenant, Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day and Kruger Day.

(ii) Where an employee's service terminates immediately before any of the paid public holidays mentioned in sub-clause (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for, and provided further that—

(a) where the service of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognized by law as sufficient as referred to in paragraph (a) of sub-clause (1) of clause 18, at any time during December of any year such employee shall be paid one day's pay in respect of each of the public holidays referred to in paragraph (i) of sub-clause (1) of clause 18, at any time during date of termination of service;

(b) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in sub-clause (1) (i) of this clause unless such paid public holidays fall within an extended period calculated in the manner set out herein.

(iii) Whenever an employee works on Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him not less than his ordinary hourly wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(iv) In the event of a paid holiday falling upon a Sunday it shall be observed the day following.

(v) In the event of any of the paid holidays referred to in sub-clauses (1) and (2) of this clause falling on a Saturday, an employer shall pay his employee who does not work on such day five and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday, immediately preceding such Saturday.

(vi) Whenever an employee works upon a paid holiday falling upon a Saturday, payment for any such day shall be in terms of sub-clause (2) (v), plus, in addition, one and one-third times his hourly rate of wage for each hour worked on such Saturday.

(3) *Payment for Leave.*—The employer shall pay to his employee to whom leave is granted in terms of sub-clause (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of sub-clause (1) or sub-clause (2) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, and whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this clause, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

(a) the date on which the employee entered the employer's services; or

(b) the date on which an employee who has, in accordance with the previous Agreement been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement whichever may be the later.

(5) Short time shall not be deducted by an employer, when computing the period of employment qualifying for annual leave, in terms of sub-clause (1) of this clause.

Een dag se loon ten opsigte van elke voltooide maand diens bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die kortste tydperk.

(2) *Betaalde Openbare Vakansiedae:*

(i) Benewens die betaalde openbare vakansiedae wat gewoonlik binne die tydperk van jaarlikse verlof val, naamlik Kersdag, Tweede Kersdag en Nuwejaarsdag, is elke werknemer geregtig op en moet verlof met volle besoldiging betaal word op Geloftedag, Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartdag, Gesinsdag, Setlaarsdag en Krugerdag.

(ii) Waar 'n werknemer se diens beëindig word onmiddellik vóór enigeen van die betaalde openbare vakansiedae wat in subklousule (2) (i) genoem word, is hy geregtig op besoldiging vir sodanige openbare vakansiedae; met dien verstande dat hulle binne 'n verlengde tydperk val wat soos volg bereken word:

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

(a) dat waar die diens van 'n werknemer deur sy werkgever beëindig word om ander redes as ontslag sonder kennisgewing om enige rede wat regtens as voldoende erken word soos bedoel in paragraaf (a) van subklousule (1) van klousule 18, op enige tydstop gedurende Desember van enige jaar, sodanige werknemer een dag se loon betaal moet word ten opsigte van elk van die openbare vakansiedae bedoel in paragraaf (i) van subklousule (1) van hierdie klousule wat ná die datum van diensbeëindiging val;

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

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

(iv) Ingeval 'n betaalde openbare vakansiedag op 'n Sondag val, moet dit die volgende dag nagekom word.

(v) Ingeval enigeen van die betaalde vakansiedae bedoel in subklousules (1) en (2) van hierdie klousule op 'n Saterdag val, moet 'n werkgever sy werknemer wat nie op sodanige dag werk nie, vyf en 'n half uur se loon betaal, benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk van die Maandag tot die Vrydag wat sodanige Saterdag onmiddellik voorafgaan.

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

(3) *Betaling vir verlof.*—Die werkgever moet aan sy werknemer aan wie verlof kragtens subklousule (1) hiervan toegestaan word, sy loon ten opsigte van verlof op of voor die laaste werkdag vóór die aanvang van genoemde tydperk betaal en enige bedrag wat aan 'n werknemer ingevolge subklousule (1) of subklousule (2) betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik vóór die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval, en wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, moet sy gewone skaal van besoldiging, vir die toepassing van hierdie klousule, bereken word asof hy by die uur besoldig is, en moet op enige datum bereken word deur sy totale besoldiging gedurende die drie maande onmiddellik vóór daardie datum, of gedurende die totale tydperk van sy diens by die betrokke werkgever, naamlik die kortste tydperk, te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

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

(a) Die datum waarop die werknemer in sy werkgever se diens gekom het; of

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

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

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

(7) *Clerical Employees, Maintenance Personnel and Night Watchmen.*—An employer may make mutual arrangements with his clerical employees, maintenance personnel and night watchmen to take their annual holiday at a period other than between the 15th December and the ensuing 14th January, as provided for in sub-clause (1) of this clause and in that event such employee shall be entitled to not less than three consecutive weeks' leave to be granted not later than within three months of the year of employment to which it relates.

(8) *Leave and Notice not to be Concurrent.*—Except in the case of monthly-paid employees during the months of December and January, the period of annual leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is required to undergo military training.

(9) Any period during which an employee—

- (a) is on leave in terms of sub-clause (1); or
- (b) is absent on military training, not exceeding four months, undergone in that year;
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this sub-clause shall cease to apply as from the date fixed by the Industrial Council;

shall be deemed to be employment for the purpose of sub-clause (1) and (2), provided that—

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days;
- (ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(10) *Advance Notice of Annual Leave Period.*—At least one calendar month's notice of the actual date of the end of the year vacation period shall be given by the employer by exhibition of an appropriate notice in the factory in a conspicuous place readily accessible to his employees.

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

(1) *Service Cards to be Produced on Engagement.*—Subject to sub-clause (8) of this clause an employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form on Annexure "A" to this Agreement.

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

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

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

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

If the service card shows that the employee is re-entering the industry after confinement, the employer shall not permit the employee to commence work until a Post-Natal Certificate has been produced in terms of sub-clause (8) of this clause.

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

(7) *Klerklike werknemers, onderhoudspersoneel en nagwagte.*—'n Werkgewer kan onderling reëlings met sy klerklike werknemers, onderhoudspersoneel en nagwagte tref om hul jaarlikse verlof te neem op 'n ander tyd as tussen 15 Desember en die volgende 14de Januarie, soos bepaal in subklousule (1) van hierdie klousule, en in dié geval is sodanige werknemer geregtig op minstens drie opeenvolgende weke verlof wat toegestaan moet word binne drie maande ná die diensjaar waarop dit betrekking het.

(8) *Verlof en diensopsegging mag nie saamval nie.*—Behalwe in die geval van maandeliks besoldigde werknemers gedurende die maande Desember en Januarie, moet die tydperk van jaarlikse verlof van 'n werknemer nie saamval met enige tydperk waarin 'n werknemer onder diensopsegging staan of daar van hom vereis word om militêre opleiding te ondergaan nie.

(9) Enige tydperk waarin 'n werknemer:

- (a) Met verlof kragtens subklousule (1) is; of
- (b) afwesig is vir militêre opleiding van hoogstens vier maande, wat in daardie jaar ondergaan word;
- (c) van die werk afwesig is op las of op versoek van die werkgewer; of
- (d) van die werk afwesig is weens siekte, of omrede die feit dat geen vrou in 'n inrigting mag werk en geen werkgewer van 'n vrou mag vereis of haar toelaat om in sy inrigting te werk gedurende die tydperk wat vier weke vóór die verwagte datum van haar bevalling begin en agt weke ná geboorte eindig nie; indien die kind doodgebore is of sterf vóór die verstryking van agt weke ná die geboorte, hou die bepalings van hierdie subklousule op om van toepassing te wees vanaf 'n datum wat deur die Nywerheidsraad vasgestel moet word;

moet vir die toepassing van subklousules (1) en (2) as diens geag word, met dien verstande dat:

- (i) Die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie opeenvolgende dae, as die werknemer, wat nie 'n werknemer is bedoel in subparagraaf (ii) nie, versuim, na 'n versoek om sodanige sertifikaat deur die werkgewer, om aan die werkgewer 'n sertifikaat deur 'n mediese praktisyn voor te lê dat hy deur siekte verhinderd is om sy werk te verrig, of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae is;
- (ii) van 'n werknemer van wie se werkgewer kragtens enige wet van die Parlement vereis word om voorsiening te maak vir die sorg en behandeling van sodanige werknemer wanneer hy siek of beseer is, nie vereis moet word om 'n sertifikaat van 'n mediese praktisyn voor te lê ten opsigte van enige tydperk van afwesigheid bedoel in subparagraaf (i) nie.

(10) *Kennis van jaarlikse verloftydperk moet vooruitgegee word.*—Minstens één kalendermaand kennis van die werklike datum waarop die jaarlikse verloftydperk aan die einde van die jaar begin, moet deur die werkgewer gegee word deur 'n toepaslike kennisgewing in die fabriek op 'n opvallende plek wat maklik deur sy werknemers bekombaar is, op te plak.

16. INDIENSNEMINGS, OORPLASINGS EN DIENSBEÏNDIGING.

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

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

Geen werkgewer moet enige werknemer in diens neem wat ingevolge hierdie Ooreenkoms geregtig is op besit van 'n siekte-fondsboek nie, tensy dié werknemer aan die werkgewer sodanige lidmaatskapboek voorgelê het wat deur die Siektefonds van die Cape Clothing Industry Association uitgereik is as bewys van lidmaatskap van daardie fonds deur die werknemer.

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

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

As die dienskaart wys dat die werknemer weer in die nywerheid ná haar bevalling begin werk, moet die werkgewer nie die werknemer toelaat om te begin werk totdat 'n „sertifikaat na geboorte” ingevolge subklousule (8) van hierdie klousule ingedien is nie.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i.e., date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service. If the employee is ceasing employment due to confinement this shall be endorsed on the card by the words "Due to Confinement" being written on the line below that on which the date of termination is recorded.

(3) *Procedure when Employee does not Produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in sub-clause (4) hereunder and a copy of the application shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in clause 26. Where the prospective employee has not previously been employed in the Clothing Industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with sub-clause (7) hereunder, or, if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with sub-clause (7) has been produced.

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

(5) *Transfers to be notified.*—Every employer shall within five days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D of this Agreement. In the event of no transfers having occurred a "NIL" return shall be submitted. The employer shall likewise record transfers on the respective cards of each employee affected.

(6) *Notice of Termination of an Employee's Services to be given in Writing.*—The employer shall when giving notice of intention to dismiss an employee, give his employee written notice in the form of Annexure E to this Agreement (vide clause 18).

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

(8) *Procedure where Employee Leaves Employment due to Confinement and on Re-employment Thereafter.*—Where an employee's services are terminated due to confinement this fact must be recorded on her Blue Service Card as provided for in sub-clause (2) above.

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

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

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

Supplies of the blank "Post Natal Certificates" may be obtained from the Secretary of the Fund.

17. RECORD CARDS, ACT AND AGREEMENT.

(1) *Record Cards.*—Every employer shall maintain a record card in respect of each of his employees showing the following particulars:—

- (a) Factory number of employee.
- (b) Name.
- (c) Sex.
- (d) Address.
- (e) Age.
- (f) Occupation.
- (g) Starting date.
- (h) Previous Experience.

(2) *Dienskaart moet aan werknemer by diensbeëindiging teruggegee word.*—By beëindiging van die diens van 'n werknemer moet die werkgewer onmiddellik die oorblywende besonderhede op die werknemer se dienskaart invul, d.w.s. datum van vertrek, loon op datum van vertrek, en duur van diens. Die ingevulde kaart moet daarna geparafeer en aan die werknemer by diensbeëindiging oorhandig word. As die werknemer weens bevalling ophou om te werk, moet dit op die kaart aangeteken word deur „weens bevalling” te skryf op die lyn onder dié waarop die datum van diensbeëindiging aangeteken is.

(3) *Handelwyse wanneer werknemer nie 'n dienskaart voorleë nie.*—Die werkgewer moet onmiddellik by indiensneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms deur die voornemende werknemer laat invul en dit aanheg aan die weeklikse opgawe van indiensnemings bedoel in subklousule (4) hieronder en 'n kopie van die aansoek moet ook terselfdertyd deur die werkgewer gestuur word aan die Sekretaris van die siektetfonds bedoel in klousule 26. Waar die voornemende werknemer nie voorheen in die klerasiensywerheid in diens was nie, moet die werkgewer die applikant of nie in diens neem totdat 'n doktersertifikaat ooreenkomstig subklousule (7) hieronder voorgelê is nie, of, as hy die applikant sonder so 'n sertifikaat in diens neem, moet hy die dienste van die werknemer nie langer as vier weke behou nie tensy, gedurende daardie tydperk, 'n doktersertifikaat ooreenkomstig subklousule (7) voorgelê is.

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

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

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

(6) *Opsegging van die diens van 'n werknemer moet skriftelik gegee word.*—Die werkgewer moet, wanneer hy kennis van sy voorneme gee om 'n werknemer te ontslaan, sy werknemer skriftelik kennis gee in die vorm van Aanhangsel E van hierdie Ooreenkoms (sien klousule 18).

(7) *Verpligte X-straalondersoek van nuwelinge in die Nywerheid.*—Niemand wat nie voorheen in die nywerheid in diens was nie, of wat voorheen ondervinding ooreenkomstig hierdie ooreenkoms gehad het, maar een jaar of meer nie in die nywerheid in diens was sedert die datum waarop sodanige persoon laas in die nywerheid in diens was, moet deur 'n werkgewer in diens geneem word na die datum van inwerkingtreding van hierdie Ooreenkoms nie, tensy 'n doktersertifikaat van geskiktheid vir diens verkry is van die tuberkuloseklyniek van die Kaapstadse Munisipaliteit of onmiddellik vóór indiensneming of binne vier (4) weke vanaf die datum van indiensneming. Die doktersertifikaat moet in die vorm wees wat in Aanhangsel F van hierdie Ooreenkoms voorgeskryf is en moet aan die sekretaris van die siektetfonds gestuur word ingeval die werknemer deur die werkgewer in diens geneem word.

(8) *Handelwyse waar werknemer diens verlaat weens bevalling en by herindiensneming daarna.*—Waar 'n werknemer se dienste weens bevalling beëindig word, moet hierdie feit op haar blou dienskaart aangeteken word, soos in subklousule (2) hierbo bepaal.

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

Op of voor die datum waarop die werknemer se diens beëindig word of sy ophou werk, na gelang van die geval, moet die werkgewer die werknemer voorsien van 'n oningevulde „sertifikaat insake ondersoek ná geboorte” en nóg dieselfde werkgewer nóg enige nuwe werkgewer moet die werknemer toelaat om weer te begin werk of opnuut te begin werk, tensy die werknemer 'n behoorlik ingevulde „sertifikaat insake ondersoek ná geboorte” van bevoegdheid vir diens voorleë.

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

Voorrade van oningevulde „sertifikaat vir ondersoek ná geboorte” kan van die sekretaris van die fonds verkry word.

17. VERSLAGKAARTE, WET EN OOREENKOMS.

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

- (a) Fabrieksnommer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Beroep.
- (g) Begindatum.
- (h) Vorige ondervinding.

- (i) Number of certificate of service or service card.
- (j) Commencing wage.
- (k) Dates of increments.
- (l) Provident Fund Group.
- (m) Date of entry into Provident Fund.
- (n) Date Council advised of first deduction for Provident Fund.
- (o) Name and address of Provident Fund nominee.
- (p) Date nominee form sent to Council.

(2) *Exhibition of Agreement.*—Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement, in both official languages.

(3) *Administration of Agreement.*—The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provision for the guidance of employers and employees.

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

18. TERMINATION OF EMPLOYMENT.

(1) Period of Notice: Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;
- (b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;
- (c) the provisions of sub-clause (8) of this clause;

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

(2) *Payment or Forfeiture in lieu of Notice:* In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of a weekly paid employee, one week's pay;
- (b) in the case of a monthly paid employee, one month's pay; at the rate of pay which such employee was receiving immediately before the date of such termination.

In the above regard absence from work without prior permission for a period of six consecutive calendar days shall constitute a termination of contract of service unless within such six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 15 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-clause (1) of this clause, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice:* (i) *Weekly Paid Employees:* Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay day of the establishment.

(ii) *Monthly paid Employees:* Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

- (i) Nommer van dienssertifikaat of dienskaart.
- (j) Beginloon.
- (k) Verhogingsdatums.
- (l) Voorsorgfondsgroep.
- (m) Datum van aansluiting by Voorsorgfonds.
- (n) Datum waarop Raad verwittig is van eerste aftrekking vir Voorsorgfonds.
- (o) Naam en adres van Voorsorgfondsbenoemde.
- (p) Datum waarop benoemingsvorm aan Raad gestuur is.

(2) *Vertoning van Ooreenkoms.*—Elke werkgever moet in sy inrigting op 'n opvallende plek wat maklik deur sy werknemers bekombaar is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasie kragtens die Wet, opplak en opgeplak hou.

(3) *Toepassing van Ooreenkoms.*—Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms, en kan vir die leiding van werkgevers en werknemers meningsuitings uitreik wat nie in stryd met die bepalings daarvan is nie.

(4) *Vertoning van Wet op Fabriek en Regulasies.*—Ooreenkomsig die vereistes van die Wet op Fabriek, is dit noodsaaklik dat elke werkgever in sy inrigting 'n kopie van die Wet en die regulasies daarkragtens gemaak, op 'n opvallende plek wat goed bekend is en wat maklik bekombaar is deur werknemers wat in sy inrigting werk, opplak en opgeplak hou.

18. DIENSBEÏNDIGING.

(1) *Opseggingstermyn:* Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder opsegging om enige regsgeldige rede te beëindig;
- (b) die bepalings van enige skriftelike ooreenkoms tussen die werkgever en sy werknemers wat voorsiening maak vir 'n opseggingstermyn van gelyke duur aan albei kante en vir langer as een week of een maand, na gelang van die geval;
- (c) die bepalings van subklousule (8) van hierdie klousule; moet 'n werkgever en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week kennis gee, en in die geval 'n maandeliks besoldigde werknemer, minstens een maand kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring in plaas van diensopsegging.*—Ingeval 'n werkgever of 'n werknemer versuim om kennis van diensopsegging te gee soos bepaal in subklousule (1) hiervan moet hy onderskeidelik betaal of verbeur—

- (a) in die geval van 'n weekliks besoldigde werknemer, een week se loon;
- (b) in die geval van 'n maandeliks besoldigde werknemer, een maand se loon;

teen die loonskaal wat sodanige werknemer onmiddellik vóór die datum van sodanige beëindiging ontvang het.

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

(3) Indien enige geld wat 'n werkgever aan 'n werknemer by wyse van lone skuld, onvoldoende is om die volle bedrag van die verbeuring bedoel in subklousule (2) van hierdie klousule te betaal, is die werkgever, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag van ander voordele (as daar is) wat aan die ophoop vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak was, agterweë te hou.

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

(4) Wanneer 'n ooreenkoms ingevolge subklousule (1) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van diensopsegging eweredig wees aan die tydperk van diensopsegging waarvoor ooreengekom is.

(5) *Datum van inwerkingtreding van diensopsegging:*

- (i) *Weekliks besoldigde werknemers.*—Kennis van diensopsegging moet gegee word op of voor en moet van krag word vanaf die dag wat die werkweek van die inrigting eindig, ondanks die feit dat sodanige dag nie die gereelde betaaldag van die inrigting mag wees nie.
- (ii) *Maandeliks besoldigde werknemers.*—Kennis van diensopsegging moet gegee word op enige tyd vóór die gewone sluitings tyd van die inrigting op die laaste werkdag van die kalendermaand en tree in werking met ingang van die eerste dag van die daaropvolgende maand.

(6) For the purpose of this clause, a week's notice shall mean a working week of 42½ hours or 45 hours in the case of employees in the knitting, warping, winding and dyeing sections, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (3).

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

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

(b) An employer working short time, shall give like notice to an employee to terminate his contract of employment.

(8) Trial Periods: (a) Weekly Employees: The provisions of this clause shall not apply in respect of the first week after commencing employment. Such week shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 4 hours' notice.

(b) Monthly Employees: The provisions of this clause shall not apply during the first four week of employment. Such four weeks shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 24 hours' notice.

19. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason; provided that no exemption shall be granted to permit a female employee being employed between the hours of 6 p.m. to 6 a.m. unless such work is necessitated by an emergency.

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

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted; and

(c) the conditions subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

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

(5) Any employee working under an exemption from one or more of the provisions of Clause 4 (1), shall be deemed to be a "Learner" employee for the purpose of the ratio of employees provided for under clause 8 of this Agreement.

20. SEATING ACCOMMODATION.

Seats with suitable back rests, approved of by the Council, shall be provided for all female employees.

21. TOOLS AND MATERIALS.

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

22. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct two cents per week from the earnings of each of his employees, for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 7th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(3) The provisions of this clause shall not apply to employees in receipt of R1,600.00 per annum or more.

23. TRADE UNIONS REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives on the Council, every reasonable facility to attend to their duties in connection with the work of the Council.

(6) Vir die toepassing van hierdie klousule beteken 'n week diensopsegging 'n werkweek van 42½ uur of 45 uur in die geval van werknemers in die brei-, skering-, optol- en kleurafdelings, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoudsbepaling is van toepassing op dieselfde diensopseggings-termyn voorgeskryf of waaroor onderling ooreengekom is, ingevolge subklousule (3).

(7) Waar korttyd in 'n inrigting gewerk word, moet kennis van diensopsegging ingevolge (a) of (b) hiervan gegee word:

(a) 'n Werknemer mag sy dienskontrak beëindig deur aan sy werkgever kennis van diensopsegging te gee gelyk aan die getal dae wat in die week vóór die opseggingsweek gewerk is; en

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

(8) Proeftydperke:

(a) Weeklikse werknemers.—Die bepalinge van hierdie klousule is nie van toepassing ten opsigte van die eerste week nadat met diens begin is nie. Sodanige week moet geag word 'n proeftydperk te wees waarin die diens deur die werkgever of die werknemer beëindig kan word deur vier uur kennis van diensopsegging te gee.

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

19. VRYSTELLINGS.

(1) Behoudens die bepalinge van subklousule (2) van hierdie klousule kan die Raad om enige regsgeldige rede vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen; met dien verstande dat geen vrystelling verleen mag word om toe te laat dat 'n vroulike werknemer tussen die ure 6 nm. en 6 vm. werk nie, tensy dié werk deur 'n noodgeval veroorsaak word.

(2) Die Raad moet ten opsigte van enigiemand aan wie 'n vrystellingsertifikaat toegestaan word, die voorwaardes vasstel waarop dié vrystelling verleen word en die termyn waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goedgekke, nadat aan die betrokke persoon een week skriftelike kennis gegee is, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

(a) Die volle naam van die betrokke persoon;

(b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word; en

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

(d) die termyn waarvoor die vrystelling van krag is.

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

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

20. SITPLEKKE.

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

21. GEREEDSKAP EN MATERIAAL.

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

22. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever weekliks van die verdienste van elkeen van sy werknemers, vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, twee sent aftrek. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks en uiterlik op die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgever moet vir elke week van elke kalendermaand op die vorm deur die Raad in die vorm van Aanhangsel G van hierdie Ooreenkoms verskaf, 'n opgawe by die Raad indien van die getal werknemers by hom in diens.

(3) Die bepalinge van hierdie klousule is nie van toepassing nie op werknemers wat R1,600.00 per jaar of meer ontvang.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Elke werkgever moet aan elk van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

24. AGENTS.

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

- enter, inspect and examine any premises or place in which the clothing industry is carried on, at any time when he has cause to believe that any person is employed therein;
- orally examine, either alone or in the presence of any other person, as he thinks fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;
- require the production of any notice, book, list or other documents which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;
- require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.

(2) The agent, when entering, inspecting or examining any such place or books aforementioned in this clause, may take with him an interpreter or assistant appointed by the Council.

(3) Every person upon whom the terms of this Agreement are binding shall afford the agent all the facilities prescribed in this clause.

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

(1) No employer in the Industry shall give out any work to be manufactured except in a factory as defined in terms of the Factories, Machinery & Building Works Act, 1941, and nor shall he require or permit any person to perform any work in the Industry on his behalf other than either—

- as an employee of that employer, in which event all work to be performed by such employee shall be performed in the establishment of the employer; or
- as an employee of another employer in the Industry to whom work has been given out in accordance with clause 28 of this Agreement relating to cut, make and trim.

(2) For the purpose of this clause an "employer in the Industry" shall include a person who is not himself a manufacturer but who gives out work to others which, if performed on the premises of the person giving out the work, would constitute work within the Clothing Industry as defined. For the purpose of this sub-clause "giving out work" shall include the issue of materials for the purpose of having such materials made up into garments or portions of garments.

(3) No employee in the employ of an employer shall disclose to any other employer or person any patterns or templates used by his employer.

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

26. SICK BENEFIT FUND.

The provisions of clause 26 of the Agreement published under Government Notice No. 238 of the 13th February, 1959, as amended and re-enacted by the Agreement published under Government Notice No. R581 of the 17th April, 1964, or the corresponding provisions of an agreement superseding the latter Agreement, shall *mutatis mutandis* apply to the employers and the employees.

27. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the trade union, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM.

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

(1) Where any material is given out to be made up into garments by any person operating in the area covered by the Main Agreement, then the minimum rates and conditions prescribed in this clause shall be binding upon the principal or contractor.

(2) For the purpose of this clause—

- "principal" or "contractor" shall mean any person, firm, company or association of individuals who gives out work on contract in the clothing industry as defined in the Main Agreement whether or not such person, firm, company or associate of individuals is an employer; the short

24. AGENTE.

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

- Enige perseel of plek waar die Klerasiennywerheid uitgeoefen word, te betree, te ondersoek en te inspekteer, te eniger tyd wanneer hy rede het om te glo dat 'n persoon daarin in diens is;
- elke werkgewer of werknemer wat hy in of by die perseel of plek aantref, na goeddunke, hetsy alleen, of in teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en hulle moet die vrae wat deur genoemde agent gestel word, beantwoord.
- te eis dat enige kennisgewing, boek, lys of ander stuk wat gehou, vertoon of gemaak moet word vir doeleindes van registers wat nodig is vir die nakoming van die bepalinge van hierdie Ooreenkoms, vertoon word en om dit te ondersoek, na te gaan en afskrifte daarvan te maak op enige wyse wat hy ter uitvoering van sy pligte nodig mag ag;
- te eis dat alle betaalstate, stukwerkregisters of enige ander boek of boeke waarin aantekening gehou word van die werklike lone wat betaal is aan enige werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon moet word om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent enige plek betree, of boeke ondersoek of nagaan, soos hierbo in hierdie klousule vermeld, kan hy 'n tolk of 'n assistent, deur die Raad aangestel, met hom saamneem.

(3) Elkeen vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet die agent al die fasiliteite verleen wat in hierdie klousule voorgeskryf word.

25. VERBOD OP BUITEWERK EN OPENBAARMAKING VAN WERKGEWERS SE PATRONE, ENS.

(1) Geen werkgewer in die Nywerheid mag werk uitbestee om vervaardig te word nie, behalwe in 'n fabriek soos omskryf kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, ook mag hy van niemand vereis of hom toelaat om werk in die Nywerheid ten behoeve van homself te verrig nie uitgesonderd of—

- As 'n werknemer van daardie werkgewer; in dié geval moet alle werk wat deur die werknemer verrig word, in die inrigting van die werkgewer uitgevoer word; of
- as 'n werknemer van 'n ander werkgewer in die Nywerheid aan wie werk ooreenkomstig klousule 28 van hierdie Ooreenkoms betreffende sny, maak en opmaak, uitbestee is.

(2) Vir die toepassing van hierdie klousule omvat 'n „werkgewer in die Nywerheid” 'n persoon wat nie self 'n vervaardiger is nie maar wat werk uitbestee aan ander wat, as dit uitgevoer word op die perseel van die persoon wat die werk uitbestee, werk binne die Klerasiennywerheid, soos omskryf, sou uitmaak. Vir die toepassing van hierdie subklousule omvat „werk uitbestee” die uitreiking van materiaal vir die doel om dié materiaal in kledingstukke of gedeeltes van kledingstukke te laat opmaak.

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

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

26. SIEKTEBYSTANDSFONDS.

Die bepalinge van klousule 26 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 238 van 13 Februarie 1959, soos gewysig en weer eens van krag gemaak by die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.581 van 17 April 1964, of die ooreenstemmende bepalinge van enige ooreenkoms wat laasgenoemde Ooreenkoms vervang, is *mutatis mutandis* op die werkgewers en die werknemers van toepassing.

27. LEDEGELD VAN VAKVERENIGING.

'n Werkgewer moet, op die skriftelike versoek van sy werknemer, weekliks aftrekkings doen van die werknemer se besoldiging van enige bedrag of bedrae aan ledegeld, wat in genoemde skriftelike versoek genoem word, aan die fonds van die vakvereniging en moet die bedrag of bedrae aldus afgetrek, op of voor die 15de van elke maand onmiddellik ná die maand waarin die aftrekkings gedoen is, aan die sekretaris van die genoemde vakvereniging stuur.

28. SNY, OPMAAK EN VERSIER.

Die skale waarteen en die grondslag of die beginsels waarop betaling moet geskied vir werk op kontrak uitbestee.

(1) As materiaal uitbestee word om deur enigiemand wat in die gebied werksaam is wat deur die Hoof-ooreenkoms gedek word, tot kledingstukke vervaardig te word, dan is die minimum skale en voorwaardes voorgeskryf in hierdie klousule bindend vir die prinsipaal of kontrakteur.

(2) Vir die toepassing van hierdie klousule beteken—

- „Prinsipaal” of „kontrakteur” 'n persoon, firma, maatskappy of vereniging van individue wat in die klerasiennywerheid, soos omskryf in die Hoof-ooreenkoms, werk op kontrak uitbestee, hetsy dié persoon, firma, maatskappy of vereni-

term "principal" in the following sub-clause shall be deemed to imply "principal" or "contractor":

- (b) "Maker-up" shall mean any person, firm, company or association of individuals who undertake to make up into garments, material issued to him or them, by a principal or contractor as defined in this clause.

(3) Payment for the making up of material into garments at the minimum rates prescribed shall be due and shall be made upon the completion of each order.

(4) The term "making-up" shall, for the purpose of this Agreement, include "cutting, making and the supply of trimmings", "cutting and making up only", "making, and supply of trimmings only".

(5) Rates herein prescribed are for material given out on contract to be made up into stock sizes of garments by any person operating in the area covered by the Main Agreement.

(6) The operation of this clause shall not apply to the making up of garments under contract for any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities.

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section fifty-seven of the Industrial Conciliation Act, 1956, and in regulation 7 under that Act.

(8) The minimum rates which shall be paid for making up by the principal to the marker-up without abatement whatsoever shall be as shown in Annexure 1 to the Agreement published under Government Notice No. 429 of the 9th March 1956.

29. REGISTRATION OF EMPLOYERS.

(1) Every employer on whom this Agreement is binding shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council, the particulars set out in Annexure H to this Agreement.

(2) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company in the name of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

Signed at CAPE TOWN on behalf of the Parties on this 26th day of March, 1964.

B. ROY,
Chairman of the Council.

J. KERAAN,
Vice-Chairman of the Council.

G. J. NEL,
Secretary.

ging van persone 'n werkgever is of nie; die verkorte uitdrukking „prinsipaal" moet in onderstaande subklousule geag word „prinsipaal" of „kontrakteur" te beteken;

- (b) „opmaker" 'n persoon, firma, maatskappy of vereniging van individue wat onderneem om materiaal wat aan hom of hulle uitbestee is deur 'n prinsipaal of kontrakteur, soos in hierdie klousule omskryf, in kledingstukke op te maak.

(3) Betaling vir die opmaak van materiaal in kledingstukke teen die voorgeskrewe minimum skale is verskuldig en moet by voltooiing van elke bestelling geskied.

(4) By die uitdrukking „opmaak" is daar vir die toepassing van hierdie Ooreenkoms inbegrepe: „sny, opmaak en die verskaffing van versierings", „slegs sny en opmaak", „slegs opmaak en die verskaffing van versierings".

(5) Die skale wat hierin voorgeskryf word, is vir die opmaak, uit materiaal op kontrak uitbestee, van kledingstukke van standaard groottes deur enige persoon werksaam in die gebied wat deur die Hoof-ooreenkoms gedek word.

(6) Hierdie klousule is nie van toepassing nie op die vervaardiging van kledingstukke onder kontrak vir enige Staatsdepartement of Provinsiale Administrasie, die Suid-Afrikaanse Spoorweg- en Havensadministrasie of plaaslike owerhede nie.

(7) Elke prinsipaal of kontrakteur en elke persoon aan wie werk op kontrak uitbestee word, moet die registers byhou wat voorgeskryf is in artikel sewe-en-veertig van die Wet op Nywerheidsversoenig, 1956, en in regulasie 7 kragtens daardie Wet.

(8) Die minimum skale wat deur die prinsipaal vir opmaak aan die opmaker betaal moet word, sonder enige vermindering hoe genaamd, is soos aangetoon in Aanhangsel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 429 van 9 Maart 1956.

29. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet binne een maand ná die datum waarop die Ooreenkoms vir hom bindend word, die Sekretaris van die Raad voorsien van die besonderhede wat in Aanhangsel H van die Ooreenkoms uiteengesit word.

(2) Ingeval van enige verandering in die naam waaronder of die adres of adresse waar sake gedoen word, of onder die vennote, of, as die werkgever 'n maatskappy is, in die naam van sy sekretaris of onder die direkteure of bestuurders daarvan, of ingeval van sekwestrasie van die werkgever se boedel, of, as die werkgever 'n maatskappy is, van die likwidasie van die maatskappy, of in die geval van die oordrag of afstanddoening van die besigheid wat gedryf word, of die verkryging of aanvang van enige ander besigheid wat aan hierdie Ooreenkoms onderworpe is, moet elke werkgever die Sekretaris van die Raad binne 14 dae in kennis stel van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging of aanvang, deur middel van 'n skriftelike verklaring wat volledige besonderhede gee van die verandering, sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging of aanvang, na gelang van die geval.

Namens die partye op hede die 26ste dag van Maart 1964 in KAAPSTAD onderteken.

B. ROY,
Voorsitter van die Raad.

J. KERAAN,
Ondervoorsitter van die Raad.

G. J. NEL,
Sekretaris.

ANNEXURE A.

RECORD OF EXPERIENCE.

No.

(i) As at

This is to certify that according to the records of the Council.....

Identity Card No. has had the following experience for incremental purposes:	Provident Fund Particulars.
Occupations:	
(i) common to Clothing and Knitting Sections .. years .. months .. days.	
(ii) exclusive to Clothing Section years .. months .. days.	
(iii) exclusive to Knitting Section years .. months .. days.	
(iv) Jobs, e.g. Boiler Attendant NOT counting for other groups years .. months .. days.	Nominee
and may be employed at a wage of	Form No.
if employed as a in the section.	Counter-signature of Employee accepting the above.
Date	Date
For Secretary.	

(ii) SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage.	Occupation.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Initials of Employer.
							Years.	Months.	Days.	

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

AANHANGSEL A.

OPGAWE VAN ONDERVINDING:

No.

(i) Soos op

Hierby word gesertifiseer dat volgens die registers van die Raad,

Persoonskaart No., ondergemelde ondervinding vir verhogingsdoeleindes gehad het:	Voorsorgfondsbesonderhede
Beroepe:	
(i) gemeen met klerasie- en brei-afdelingsjaremaandedae.	Benoemde
(ii) uitsluitlik klerasieafdelingjaremaandedae.	Vorm No.
(iii) Uitsluitlik brei-afdelingjaremaandedae.	
(iv) Werk bv. van ketelbediener wat <i>nie</i> vir ander groepe tel niejaremaandedae.	
en kan in diens geneem word teen 'n loon van	Mede-ondertekening van werknemer wat bostaande aanvaar
indien as 'n	
in die	
Datum	Datum
Namens Sekretaris.	

(ii) VERDERE ONDERVINDING.

Fabriek.	Datum van indiensneming.	Loon.	Beroep.	Datum van vertrek.	Loon.	Beroep.	Duur van diens.			Paraaf van werknemer.
							Jare.	Maande.	Dae.	

OPMERKING: By diensaanvaarding moet hierdie kaart aan die werkgewer oorhandig word wat die eerste drie kolomme moet invul en die kaart moet bewaar. By vertrek moet die werkgewer die oorblywende kolomme invul en die kaart aan die werknemer teruggee.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

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

NOTE: This form must be completed by all new entrants to the Industry and by all other persons who are unable to produce a certified Service Record Card from the Council.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Surname of Applicant:

First Names (in full):

Formerly known as:

Residential Address:

Population Identity Card No.

Present Employer:

DECLARATION.

I, the undersigned, hereby declare that I am a (race) and was born on as per Birth/Baptismal Certificate attached.

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

(i) Experience in the Clothing Industry (whether gained in the Council's area of jurisdiction or not):

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

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

- (a) years months days as a retail or private tailor.
 (b) years months days as a retail or private dressmaker.
 (c) years months days as an Ironer and/or Folder in the Laundry Trade.
 (d) years months days as a Clerk.

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

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

Witness.

Date.

Signature of Applicant.

(For use of Council Office only.)

Total assessment of Experience: years months days.

Checked by:

No. of Service Record Card issued: Date:

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Aan: Die Sekretaris,
Posbus 1536, Kaapstad.

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

AANSOEK OM WERKNEMER SE DIENSVERSLAGKAART.

Familienaam van applikant:
 Voorname (voluit):
 Voorheen bekend as:
 Persoonskaart No.
 Huidige werkgever:

VERKLARING.

Ek, die ondergetekende, verklaar hierby dat ek 'n (ras) is en gebore is op soos gestaaf per aangehegte geboorte-/doopsertifikaat.

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

(i) Ondervinding in die Klerasienywerheid (hetsy in die Raad se regsgebied opgedoen of nie):

Naam van fabriek.	Beroep.	Tydperk.		Totaal.
		Van.	Tot.	

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

- (a) jare maande dae as 'n kleinhandel- of private kleremaker;
 (b) jare maande dae as 'n kleinhandel- of private kleremaakster;
 (c) jare maande dae as 'n stryker en/of opvouer in die Wasserybedryf;
 (d) jare maande dae as 'n klerk.

(Dokumentêre bewys van ondervinding in die Klerasienywerheid opgedoen, moet aangeheg word.)

Tot die beste van my wete is bostaande verklaring waar en reg en erken ek dat ek weet en verstaan dat enige onjuiste verklaring 'n misdryf is.

Getuie.

Datum.

Handtekening van applikant.

(Slegs vir kantoorgebruik.)

Berekening van totale ondervinding: jare maande dae.

Nagegaan deur:

No. van diensverslagkaart uitgereik: Datum:

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).
WEEKLY RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended.....

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

Employer.....

Address.....

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Engaged.	Trade or Occupation.	Wage.	§ Service Record Card No.	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

PART II.—TERMINATION OF SERVICE.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Ter- minated.	Trade or Occupation.	Wage.	§ Service Record Card No.	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

* E = European. C = Coloured. A = Asiatic. N = Native. † M = Male. F = Female. ‡ A = Adult. J = Juvenile.
§ If employee is not able to produce a Blue Service Record Card issued by the Council an Application Form for issue thereof should be attached.
I hereby certify that the above persons have been engaged and/or discharged as from the dates specified.

Signature of Employer or Authorized Agent.

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).
WEEKLIKSE OPGAWA VAN DIENSAANVAARDING EN DIENSBEEINDIGING.

Week geëindig.....

Die Sekretaris,
Nywerheidsraad vir die Klerasienywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

Werkgewer.....

Adres.....

DEEL I.—INDIENSNEMING.

Familie- naam (nooliens- van moet in hakies kom).	Voorname (voluit).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum van indiens- neming.	Bedryf of Beroep.	Loon.	§ Diens- verslag- kaart No.	Naam van vorige werkgewer (as daar was).	Siekte- fonds- no. (as daar een is).	Opmerkings.

DEEL II.—DIENSBEEINDIGING.

Familie- naam (nooliens- van moet in hakies kom).	Voorname (voluit).	Adres.	* Ras.	† Geslag.	‡ Volwas- sene of jeugdige.	Datum van ontslag.	Bedryf of Beroep.	Loon.	§ Diens- verslag- kaart No.	Naam van vorige werkgewer (as daar was).	Siekte- fonds- no. (as daar een is).	Opmerkings.

* Bl. = Blanke. K = Kleurling. A = Asiaat. Ban. = Bantoe. † M = Manlik. V = Vroulik. ‡ Vol. = Volwassene. J = Jeug-
dige.
§ Indien 'n werknemer nie 'n blou diensverslagkaart, deur die Raad uitgereik, kan toon nie, moet 'n aansoekvorm vir die uitreiking daarvan aangeheg word.

Handtekening van werkgewer of gemagtigde verteenwoordiger.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

Name of Factory

The following are particulars of employees who have been transferred in occupation during the month of 19.....

[illegible]

Signature of firm _____

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Naam van Fabriek.....

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEPE.

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

[illegible]

Handtekening van firma.....

**ANNEXURE E.
NOTICE TO TERMINATE EMPLOYMENT.**

Employer's Name.....

Address.....

Employee's Name in full..... Factory Number

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

.....
Signature of Employer.

Receipt acknowledged by..... Date received.....
Signature of Employee.

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

N.B.: Vide Section 14 of Ladies' Hosiery Agreement. Notice must take effect from the day which concludes the working week/or in the case of monthly employees from the 1st of the next succeeding month.

AANHANGSEL E.

KENNISGEWING OM DIENS TE BEËINDIG.

Werkgewer se Naam.....

Adres.....

Werknemer se volle naam..... Fabrieksnummer.....

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

.....
Handtekening van Werkgewer.

Ontvangs erken deur..... Datum ontvang.....
Handtekening van Werknemer

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

L.W.: Kyk klousule 14 van die Ooreenkoms vir die Dameskousnywerheid. Kennisgewing word van krag vanaf die dag waarop die werk-week eindig/of in die geval van maandelikse werknemers van die eerste dag van die eersvolgende maand.

ANNEXURE F.

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

TO:—
.....
.....

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

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

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

Signature.....

Name of Firm.....

Date.....

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTE.

- (a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
- (b) The employer should also insert on the lower portion of this form the name of the firm and the name of the prospective employee.
- (c) On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Secretary of the Cape Clothing Industry Sick Fund, 348, Victoria Road, Salt River.

(To be detached by Mass Radiography Service)
MASS RADIOGRAPHY SERVICE,
CAPE TOWN.

CONFIDENTIAL.

Serial No. Messrs. Name of Employee.....

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

.....
Medical Officer.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).
RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE IN DIE NYWERHEID.

Aan:—
.....
.....

Reëlins is getref sodat die Massa-radiografiediens u op.....medies kan ondersoek.

U moet u om presies 8.30 vm. op bogenoemde datum by die Massa-radiografiediens naby die Tolhek, Kapelstraat, Kaapstad, aanmeld en hierdie brief saam met u neem. Indien u laat is, word u bestelling gekanselleer en sal dit nodig wees om opnuut 'n bestelling te maak.

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

Handtekening.....

Naam van Firma.....

Datum.....

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

- (a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.
- (b) Die werkgewer moet ook die naam van die firma en die naam van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.
- (c) Wanneer die werkgewer die ingevulde mediese sertifikaat hieronder ontvang, moet hy dit aan die Sekretaris van die Siektefonds vir die Kaapse Klerasienywerheid, Victoriaweg 348, Soutrivier, stuur.

(Om afgeskeur te word deur Massa-radiografiediens)
MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

VERTROULIK.

Volgnommer.....Mnre.....Naam van Werknemer.....

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

.....
Mediese Beampste.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

To: The Secretary,
P.O. Box 1536, or
Fifth Floor,
Broadway Industries Centre,
Cor. Heerengracht & Hertzog Boulevard,
Foreshore, Cape Town.

196.....
Telephone: 3-6631

Dear Sir,

Enclosed please find the sum of R..... representing contributions in terms of Clause 16 of the Agreement, as detailed below for the period ending..... Name of Firm..... Address.....

RETURN OF EMPLOYEES.

No.

Date

.....	for week ending	
.....	" " "	
.....	" " "	
.....	" " "	
.....	" " "	

Total No. employees at 2c per week R.....

Add employer's contribution of 2c per week .. R.....

R.....

To be forwarded with your Cheque to the Office of the Council not later than the 7th of each month.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

196.....
Telefoon: 3-6631

Aan: Die Sekretaris,
Posbus 1536, of
Vyfde Vloer,
Broadway Industries-sentrum,
H/v Heerengracht & Hertzogboulevard,
Strand, Kaapstad.

Geagte Meneer,

Hierby ingeslote vind u die bedrag van R..... wat die bydraes is ingevolge klousule 16 van die Ooreenkoms vir die

tydperk geëindig..... soos hieronder gemeld. Naam van Firma..... Adres.....

OPGAAF VAN WERKNEMERS.

Getal.

Datum.

.....	vir week geëindig	
.....	" " "	
.....	" " "	
.....	" " "	
.....	" " "	

Totale getal..... werknemers teen 2c per week R.....

Plus werkgever se bydrae van 2c per week .. R.....

R.....

Moet voor of op die 7de van elke maand tesame met u tjek aan die Kantoor van die Raad gestuur word.

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

REGISTRATION OF BUSINESS.

The Secretary,

Industrial Council for the Clothing Industry (Cape),

P.O. Box 1536,

CAPE TOWN.

Dear Sir,

In accordance with Section 21 of the Agreement, I hereby furnish you with the following particulars in connection with this business:—

- (1) Name under which business is carried on.....
- (2) Address at which business is carried on.....
- (3) Nature of business.....
- (4) Description, names and addresses of management:—

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

Signature of Employer.

AANHANGSEL H.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

REGISTRASIE VAN BESIGHEID.

Die Sekretaris,

Nywerheidsraad vir die Klerasienywerheid (Kaap),

Posbus 1536,

KAAPSTAD.

Geagte Meneer,

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

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

Name.	Adres.	Meld of u die Eienaar, Direkteur, Bestuurder of Sekretaris is.
.....		
.....		
.....		

Handtekening van Werkgewer.

No. R.690.]

[14th May, 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, CAPE.

LADIES' HOSIERY DIVISION.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, upon the employers' organizations and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organizations or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 2, 5 (6) (k), 11 (2), 18 and 20, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, 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 Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Worcester and George; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Worcester and George and from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1966, the provisions of the Agreement, excluding those contained in clauses 2, 5 (6) (k), 11 (2), 17, 18 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

AGREEMENT

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

Cape Clothing Manufacturers' Association
(hereinafter referred to as "the employers" or "the employers' organization") of the one part, and the

Garment Workers' Union of the Western Province
(hereinafter referred to as "the employees" or "the Trade Union") of the other part, being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Worcester, Somerset West and George by the employers and employees in the Ladies' Hosiery Division of the Clothing Industry.

No. R.690.]

[14 Mei 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, KAAP.

DAMESKOUSAFDELING.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 (6) (k), 11 (2), 18 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 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 landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Worcester en George; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 (6) (k), 11 (2), 17, 18 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1966 eindig, in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Worcester en George *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP).

OOREENKOMS

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

Cape Knitting Industry Association
en die

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Western Province

(hieronder die „werknemers” of die „Vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Worcester, Somerset-Wes en George nagekom word deur alle werkgewers en werknemers in die Dameskousafdeling van die Klerasienywerheid.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force until the 12th December, 1966, or for such period as may be determined by him.

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1956, as amended;

“Artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression—

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

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

“Assistant despatch packer” means an employee who assists the despatch packer in the performance of his duties and who may in addition be required to pack or unload vehicles and/or deliver goods;

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

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

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

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

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

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

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

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

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

- the making of all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other nightwear; and
- the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

“Clothing Section” means—

- that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;
- the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities; but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons;

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel agt-en-veertig van die Wet mag vasstel en bly van krag tot 12 Desember 1966, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

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

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;

„Ambagsman” 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie omskrywing beteken die uitdrukking—

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

„werk wat gewoonlik deur 'n geskoolde ambagsman gedoen word” ook die montering of hermontering van 'n masjien om die model te verander;

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

„Vormer” 'n werknemer wat kouse volgens grootte op beenvorms plaas ter voorbereiding vir behandeling in 'n stoomkamer of wat kouse van beenvorms afhaal na sodanige behandeling en sodanige kouse in bondels plaas volgens die instruksies wat hy ontvang het;

„Keteloppasser” 'n werknemer wat onder algemene toesig die waterstand en stoomdruk in 'n ketel in stand hou en wat die vuur in sodanige ketel mag maak, in stand hou of uithaal;

„Los werknemer” 'n werknemer wat vir hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

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

„Klerk, vrou, gekwalifiseer”, 'n vroulike klerk met minstens vier jaar ondervinding;

„Klerk, vrou, ongekwalifiseer”, 'n vroulike klerk met minder as vier jaar ondervinding;

„Klerk, man, gekwalifiseer”, 'n manlike klerk met minstens vyf jaar ondervinding;

„Klerk, man, ongekwalifiseer”, 'n manlike klerk met minder as vyf jaar ondervinding;

„Klerasiennywerheid” of „Nywerheid”, wat uit die klerasie-, brei- en hemdeafdeling bestaan—

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

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

en beteken—

„klere-afdeling”—

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

(b) die vervaardiging van alle soorte kledingstukke, met inbegrip van maatkledingstukke op groot skaal wat volgens die bestelling van 'n Staatsdepartement of provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word;

maar omvat dit nie hemde, boordjies, dasse, pajamas en ander nagklere, hoedemakery en die vervaardiging van dames- of meisiejasse en -kostuums of ander boklere wat op die maat van individuele persone gemaak word nie;

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

"Day" in relation to a shift worker, means the period of twenty-four hours calculated from the time the employee commences work;

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

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

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

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

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

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

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

"Experience" means in relation to—

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

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

- (a) checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by a clerk;
- (b) checking or recording for production control;
- (c) copying invoices or other documents by machine or hand;
- (d) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;
- (e) recording particulars of waste;

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

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

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

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

- (1) closing toes of stockings by means of a linking process;
- (2) examining stockings after dyeing for defects;
- (3) grading or sorting stockings according to length, size or quality;
- (4) mending ladders in stockings by hand or machine;
- (5) seaming fully-fashioned stockings by machine;

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

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

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

- (1) boarder;
- (2) closing toes of stockings other than by means of a linking process;
- (3) dyer's assistant;
- (4) folding, wrapping or boxing stockings;
- (5) knitter's assistant who also examines semi-completed stockings for defects;
- (6) mending stockings, other than as in (4) of grade I employee;
- (7) packing boxed stockings for despatch or delivery;
- (8) trimming surplus threads off stockings by hand or machine;

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

„Raad" die Nywerheidsraad vir die Klerasiennywerheid (Kaa) wat ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoenig, 1956;

„Dag" met betrekking tot 'n skofwerker, die tydperk van vier-en-twintig uur gereken vanaf die tyd waarop die werknemer begin werk;

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

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

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

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

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

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

„Bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Dameskousafdeling van die Nywerheid werksaam is;

„Ondervinding" met betrekking tot—

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

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

- (a) Bywoningsregisters nagaan of besonderhede aanteken in verband met werknemers wat aan die werk is of van die werk afwesig is; loonkaarte of -koeverte opstel vir latere gebruik deur 'n klerk;
- (b) nagaanwerk verrig of aantekening hou vir produksiebeheer;
- (c) met die hand of 'n masjiën afskrifte maak van fakture of ander dokumente;
- (d) besonderhede van materiale of algemene voorrade wat verbruik word of verbruik gaan word, aanteken of boekhou van voorrade;
- (e) besonderhede van afval aanteken;

„Fabrieksklerk, gekwalifiseer," 'n fabrieksklerk met minstens agttien maande ondervinding;

„Fabrieksklerk, ongekwalifiseer," 'n fabrieksklerk met minder as agttien maande ondervinding;

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

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

- (1) Koustone sluit deur middel van 'n skakelproses;
- (2) kouse vir defekte nagaan nadat dit gekleur is;
- (3) kouse volgens lengte, grootte of gehalte gradeer of sorteer;
- (4) lere in kouse met die hand of 'n masjiën stop;
- (5) die nate van ten volle gefatsoeneerde kouse met 'n masjiën toewerk;

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

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

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

- (1) Vormer;
- (2) koustone deur middel van 'n ander proses as 'n skakelproses sluit;
- (3) kleurdersassistent;
- (4) kouse vou, toevou of in dose pak;
- (5) breiersassistent wat ook halfklaar kouse vir defekte ondersoek;
- (6) kouse stop, uitgesonderd die werksaamheid bedoel in (4) van die omskrywing van „graad I-werknemer";
- (7) kouse wat in dose verpak is, vir versending of aflewering pak;
- (8) surplusgaredraadjes met die hand of 'n masjiën van kouse afknip;

„Graad II-werknemer, gekwalifiseer," 'n graad II-werknemer met minstens twaalf maande ondervinding;

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

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

- (1) Assembling or setting up cardboard containers;
- (2) Knitter's assistant;
- (3) Separating blanks;
- (4) Stamping or stencilling the name, brand or size on stockings;
- (5) Taking finished or semi-finished stockings from one department to another within an establishment.

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

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

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

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

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

"Knitting Section" means that section in which employers and employees are associated for the knitting of fabric and/or hosiery and/or garments knitted on circular, flat or fully fashioned machinery, and shall include the making up of garments from knitted fabric in the establishment in which the said fabric was knitted.

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

- (1) Carrying, moving, stacking or unpacking goods or other articles, other than as in (5) of grade III employees;
- (2) Cleaning or washing premises, plant, machines, tools, utensils or other articles;
- (3) Cutting up or otherwise destroying rejected stockings;
- (4) Gardening work;
- (5) Lime-washing or colour-washing buildings or other structures;
- (6) Loading or unloading;
- (7) Making or maintaining fires, or removing refuse or ashes;
- (8) Opening or closing or unpacking or strapping cartons, boxes, bags or other containers;
- (9) Preparing or serving tea or similar beverages.

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

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

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

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

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

"Military training" means the continuous training which an employee is required to undergo in terms of section twenty-one, read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act, nor any other training or service for which he volunteers or which he elects to undergo;

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

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

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

"Senior managerial, professional or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment;

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

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

- (1) Kartonhouers bymeakaarmaak of opstel;
- (2) breiersassistent;
- (3) gare deur masjiene ryg,
- (4) die naam, handelsmerk of grootte op kouse stempel of sjabloneer;
- (5) afgewerkte of halfklaar kouse van een afdeling na 'n ander in 'n bedryfsinrigting neem;

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

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

"Faktotum" 'n werknemer wat minder belangrike herstelwerk of opknappingswerk aan geboue of ander strukture verrig;

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

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

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

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

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

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

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

- (a) Minder belangrike verstellings aan sodanige masjiene of masjiene;
- (b) die verwydering of vervanging van naalde;
- (c) die herstelling van sodanige masjiene, uitgesonderd die herstelwerk vir modelle;
- (d) toesighouding oor een of meer breiersassistenten;

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

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

"Militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig, gelees met sub-artikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar nie ook opleiding wat hy mag verkies om ingevolge artikel drie-en-twintig van genoemde Wet te ondergaan nie, en ook nie ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"Motorvoertuig" 'n krag-aangedrewe voertuig wat gebruik word vir die vervoer van goedere buite die werkgewer se bedryfsinrigting, en ook 'n voorhaker en 'n trekker;

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

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

"Senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur sy werkgewer belas word met die verrigting van werk wat die verantwoordelikheid meebring om beslissings van 'n professionele of administratiewe aard te gee in die bestuur van die werksaamhede van 'n bedryfsinrigting;

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

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

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

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

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

"Unladen weight" means the weight 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 auticycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lbs;

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

- (i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;
- (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 7, received over and above the amount which he would have received if he had not been employed on such a basis;

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

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

4. REMUNERATION.

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

(a) Employees other than casual employees—

(i)

	Per Week Rand Cent	
Assistant despatch packer	8	82
Artisan	26	45
Clerk, female, qualified	15	69
Clerk, female, unqualified—		
During first year of experience	8	54
During second year of experience	10	15
During third year of experience	12	00
During fourth year of experience	13	90
Clerk, male, qualified	23	07
Clerk, male, unqualified—		
During first year of experience	9	23
During second year of experience	12	00
During third year of experience	14	77
During fourth year of experience	17	54
During fifth year of experience	20	31
Despatch packer	10	02
Dyer	26	45
Factory clerk, qualified	12	25
Factory clerk, unqualified—		
During first six months of experience	8	50
During second six months of experience	9	75
During third six months of experience	11	00
Foreman	30	00
Supervisor	16	00
Handyman	14	00
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1,000 lbs.	9	20
(ii) exceeds 1,000 lbs. but not 6,000 lbs.	13	00
(iii) exceeds 6,000 lbs. but not 10,000 lbs.	15	70
(iv) exceeds 10,000 lbs.	20	80
Part-time driver of a motor vehicle	10	00
Machine knitter, qualified	17	76

„Toesighouer" 'n werknemer wat onder die toesig van 'n voorman aan die hoof staan va 'n groep werknemers;

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

„Korttyd" 'n tydelike vermindering van die gewone werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe, 'n kragonderbreking, 'n algemene onklaarraking van installasie of masjinerie of 'n werklike of dreigende ineenstorting van geboue;

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

„Sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

„Onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, 'n bromponie of 'n bromfiets of 'n trapfiets met 'n hulpmotor, die onbelaste gewig geag word hoogstens 1,000 lb. te wees;

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

- (i) dat, as 'n werkgewer 'n werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 4 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;
- (ii) dat die eerste voorbehoudsbepaling nie so uitgelê word dat dit enige besoldiging raak of omvat wat 'n werknemer, in diens geneem op 'n grondslag waarvoor klousule 7 voorsiening maak, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens geneem was nie;

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

4. BESOLDIGING.

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

(a) Werknemers, uitgesonderd los werknemers:

	Per Week Rand Sent	
Assistent-versendingsverpakker	8	82
Ambagsman	26	45
Klerk, vrou, gekwalifiseer	15	69
Klerk, vrou, ongekwalifiseer:		
Gedurende eerste jaar ondervinding	8	54
Gedurende tweede jaar ondervinding	10	15
Gedurende derde jaar ondervinding	12	00
Gedurende vierde jaar ondervinding	13	90
Klerk, man, gekwalifiseer	23	07
Klerk, man, ongekwalifiseer:		
Gedurende eerste jaar ondervinding	9	23
Gedurende tweede jaar ondervinding	12	00
Gedurende derde jaar ondervinding	14	77
Gedurende vierde jaar ondervinding	17	54
Gedurende vyfde jaar ondervinding	20	31
Versendingsverpakker	10	02
Kleurder	26	45
Fabrieksklerk, gekwalifiseer	12	25
Fabrieksklerk, ongekwalifiseer:		
Gedurende eerste ses maande ondervinding	8	50
Gedurende tweede ses maande ondervinding	9	75
Gedurende derde ses maande ondervinding	11	00
Voorman	30	00
Toesighouer	16	00
Faktotum	14	00
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) hoogstens 1,000 lb. is	9	20
(ii) meer as 1,000 lb. maar hoogstens 6,000 lb. is	13	00
(iii) meer as 6,000 lb. maar hoogstens 10,000 is	15	70
(iv) meer as 10,000 lb. is	20	80
Deeltydse bestuurder van 'n motorvoertuig	10	00
Masjienbreier, gekwalifiseer	17	76

	Per Week Rand Cent	
Machine knitter, unqualified—		
During first six months of experience	7	35
During second six months of experience	8	60
During third six months of experience	9	85
During fourth six months of experience	11	10
During fifth six months of experience	13	25
During the sixth six months of experience	15	50
Grade I employee, qualified	10	66
Grade I employee, unqualified—		
During first six months of experience	6	50
During second six months of experience	7	60
During third six months of experience	8	65
During fourth six months of experience	9	70
Grade II employee, qualified	8	20
Grade II employee, unqualified—		
During first six months of experience	6	50
During second six months of experience	7	35
Grade III employee, qualified	7	50
Grade III employee, unqualified—		
During first three months of experience	5	50
During second three months of experience	6	50
Boiler Attendant and Watchman	7	50
Labourer, male	7	00
Labourer, female	5	60
Employee not elsewhere in this clause specifically mentioned	7	50

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

(2) Basis of Contract.—For the purpose of this clause the contract of employment of an employee, other than a casual employee shall be on a weekly basis, and save as provided in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 8 or less.

(3) Differential Wage.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class, or
- (b) a rising scale of wages terminating in a wage higher than that of his own class.

is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

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

Provided—

- (i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed for such employee.

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

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of any other employee.

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

	Per Week Rand Sent	
Masjienbreier, ongekwalifiseer:		
Gedurende eerste ses maande onder-vinding	7	35
Gedurende tweede ses maande onder-vinding	8	60
Gedurende derde ses maande onder-vinding	9	85
Gedurende vierde ses maande onder-vinding	11	10
Gedurende vyfde ses maande onder-vinding	13	25
Gedurende sesde ses maande onder-vinding	15	50
Graad I-werknemer, gekwalifiseer	10	66
Graad I-werknemer, ongekwalifiseer:		
Gedurende eerste ses maande onder-vinding	6	50
Gedurende tweede ses maande onder-vinding	7	60
Gedurende derde ses maande onder-vinding	8	65
Gedurende vierde ses maande onder-vinding	9	70
Graad II-werknemer, gekwalifiseer	8	20
Graad II-werknemer, ongekwalifiseer:		
Gedurende eerste ses maande onder-vinding	6	50
Gedurende tweede ses maande onder-vinding	7	35
Graad III-werknemer, gekwalifiseer	7	50
Graad III-werknemer, ongekwalifiseer:		
Gedurende eerste drie maande onder-vinding	5	50
Gedurende tweede drie maande onder-vinding	6	50
Ketelbediener en Wag	7	50
Arbeider, man	7	00
Arbeider, vrou	5	60
Werknemer wat nie elders in hierdie klousule spesifiek gemeld word nie	7	50

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

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

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

- (a) 'n hoër loon as dié van sy eie klas, of
- (b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet vir dié dag so 'n werknemer soos volg betaal:

- (i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief, en
- (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik hoër as die loon wat die werknemer vir sy gewone werk ontvang het;

Met dien verstande—

- (i) dat die bepalinge van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
- (ii) dat, tensy daar in 'n skriftelike kontrak tussen in werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word dat dit 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

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

- (i) vyf, in die geval van 'n werknemer wat vyf dae per week werk;
- (ii) ses, in die geval van alle ander werknemers.

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

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

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

(a) All employees who qualify for an increase during the period 1st January to 31st March of the calendar year shall be granted such increases with effect from and including the first pay week after the 15th February of such year.

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

(b) Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September, and 1st October to 31st December of each calendar year shall accrue to employees on the 15th May, 15th August and 15th November which falls within the respective periods.

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

(6) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942 as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than Casual Employees.*—Save as provided in clause 10 (4), any amount due to an employee, other than a casual employee shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within fifteen minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than twenty-four hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

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

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

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

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

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

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

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

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

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

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

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

(b) Op dieselfde wyse kom alle verhogings wat gedurende die perke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verskuldig word, die werknemers toe op dié 15 Mei, 15 Augustus en 15 November wat binne die onderskeie tydperke val.

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

(6) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaat-reël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat betaalbaar is ingevolge genoemde Oorlogs-maatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, in so 'n mate verhoog word dat 'n werknemer op 'n hoër besoldiging as die loon voorgeskryf in hierdie klousule, geregtig sou word, moet sy loon verhoog word met minstens die verhoging van sodanige besoldiging.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 10 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute na die uitskeityd op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal (of, in die geval van 'n skof-werker, op 'n tydstop waarvoor sodanige werknemer en sy werk-gewer ooreengekom het en wat in die gewone kantoorure van die bedryfsinrigting val, maar nie later nie as vier-en-twintig uur na die gewone betaaldag), of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houer wees waarop die volgende besonderhede aangeteken is of wat vergesel gaan van 'n staat wat die volgende meld:

- Die werkgewer se naam;
- die werknemer se naam, of sy nommer op die betaalstaat, en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die besonderhede omtrent enige ander besoldiging in ver-band met die werknemer se diens;
- besonderhede omtrent bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie besonderhede aan-geteken word, of sodanige staat, word die eiendom van die werk-nemer.

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

(3) *Premies.*—Geen bedrag vir die indiensneming of opleiding van 'n werknemer mag regstreks of onregstreks aan 'n werk-gewer betaal of deur hom aangeneem word nie.

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

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

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

- Met die skriftelike toestemming van sy werknemer, 'n be-drag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse;
- behoudens andersluidende bepalings in hierdie Ooreenkoms, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werk-gewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- 'n bedrag wat 'n werk-gewer ingevolge of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;

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

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

- (e) whenever the ordinary hours of work prescribed in clause 8 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—
- that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - that no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee at his own request is permitted not to work;
- (g) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.
- (h) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding three cents may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid;
- (i) no employee shall be compelled to take tea (or other beverage) but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one-half cent per cup may be made;
- (j) subject to the provisions of sub-clause (4), with the written consent of the employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-half of the total wage due to such employee.
- (k) with the written consent of his employee, deductions for contributions to the funds of the trade union.

6. TIME RECORDS.

- Every employer shall provide, to the satisfaction of the Council, a semi-automatic time recording clock, or other recording system and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.
- Every employee shall, unless prevented by sickness or other unavoidable cause, register day by day the actual periods of his attendance at the establishment.
- Every employee shall register in person, in accordance with the method employed in the establishment, and no employee may register for any other employee in such establishment.
- All time cards, or other types of records, shall in accordance with the requirements of section fifty-seven (4) of the Industrial Conciliation Act, 1956, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the Designated Agent of the Council.

7. PIECE-WORK.

- An employer may, after at least one week's notice to his employee introduce any piece-work system and, save as provided in clause 5 (6), the employer shall pay such employee, who is employed on such piece-work system, remuneration at the rates applicable under such system; Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—
 - in the case of an employee other than a casual employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;
 - in the case of a casual employee, in respect of each day on which piece-work is performed the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.
- An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).
- An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one week's notice of such intention; Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

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

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

- (e) wanneer die gewone werke in kousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering; met dien verstande—
- dat geen bedrag ten opsigte van korttyd wat uit 'n slapte in die bedryf voortspruit, afgetrek mag word nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werke te verminder;
 - dat geen bedrag ten opsigte van korttyd weens 'n kragonderbreking of 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue vir die eerste uur waarin daar nie gewerk word nie, afgetrek mag word nie, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte van Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;
- (g) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis, of huisvesting in 'n tehuis wat sodanige werknemer in 'n lokasie of Naturelledorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon;
- (h) wanneer 'n werkgever 'n skêr aan sy werknemer verskaf, 'n maandelikse paaiement van hoogstens 3 sent totdat die koste wat die werkgever aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgever teruggee, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;
- (i) 'n bedrag van hoogstens 'n ½ sent per koppie tee waar 'n werknemer ooreengekom het om tee (of 'n ander drank wat die werkgever verskaf) aan te neem, maar geen werknemer mag verplig word om tee te drink nie;
- (j) behoudens die bepalings van subkousule (4) en met die skriftelike toestemming van die werknemer, enige bedrag wat aan 'n werkgever verskuldig mag wees vir goedere wat sy werknemer van hom gekoop het; met dien verstande dat die bedrag aldus afgetrek, hoogstens die helfte van die totale loon wat aan sodanige werknemer verskuldig is, mag wees;
- (k) met die skriftelike toestemming van sy werknemer, bedrae as bydraes tot die fondse van die vakvereniging.

6. TYDREGISTERS.

- Elke werkgever moet tot tevredenheid van die Raad 'n half-automatiese tydregistertoestel of ander registerstelsel verskaf en moet bo alle redelike twyfel die werklike tyd wat elke individuele werknemer by die bedryfsinrigting was, vasstel.
- Elke werknemer moet, tensy hy weens siekte of 'n ander onvermydelike oorsaak verhoed word, elke dag die werklike tydperk wat hy in die bedryfsinrigting was, registreer.
- Elke werknemer moet persoonlik ooreenkomstig die metode wat in die bedryfsinrigting in gebruik is, registreer, en geen werknemer mag namens enige ander werknemer in sodanige bedryfsinrigting registreer nie.
- Alle tydkaarte, of ander tipes registers, moet ooreenkomstig die vereistes van artikel sewe-en-veertig (4) van die Wet op Nywerheidsversoening, 1956, vir 'n tydperk van drie jaar bewaar word na die datum daarop geregistreer en moet op versoek tot die beskikking van die aangewese agent van die Raad gestel word.

7. STUKWERK.

- Na minstens een week kennisgewing aan sy werknemer mag 'n werkgever 'n stukwerkstelsel invoer en, behoudens die bepalings van kousule 5 (6), moet die werkgever 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat volgens dié stelsel geld; met dien verstande dat die werkgever, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:
 - In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié week sou moes betaal het as hy hom betaal het op 'n grondslag van tyd gewerk;
 - in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié dag sou moes betaal het as hy hom betaal het op 'n grondslag van tyd gewerk.
- 'n Werkgever moet 'n lys van die tariewe vermeld in subkousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.
- 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan sy werknemers wat volgens dié stelsel werk minstens een week kennis van sodanige voorneme gee; met dien verstande dat die werkgever en sy werknemer oor 'n langer termyn van kennisgewing mag ooreenkom en dan moet die werkgever minstens die tydperk waarvoor ooreengekom is, kennis gee.

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

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

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

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

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

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

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

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

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

(c) in the case of a shift worker—

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

(ii) subject to sub-paragraph (i) hereof, eight on any day.

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

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

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

(ii) that if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

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

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

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

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

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

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

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

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

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

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

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

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

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

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

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

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

(i) before midday given notice thereof to such employee; or

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

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

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

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

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

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

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

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

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

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

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

(c) in die geval van 'n skofwerker—

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

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

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

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

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

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

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

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

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

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

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as doenlik in die middel van elke oggend- en middagwerktydperk toestaan, en daar mag nie van sodanige werknemer vereis word of hy mag nie toegelaat word om gedurende sodanige pouse enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) *Savings:*

- (a) The provisions of this clause shall not apply to a watchman.
- (b) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R160 per month.
- (c) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.
- (d) The provisions of sub-clause (4) shall not apply to a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a part-time driver of a motor vehicle, or a shift worker.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

(a) pay the employee—

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

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

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

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

(6) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R180 per month or to a casual employee or a watchman.

10. ANNUAL LEAVE.

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

- (a) in the case of a watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of every other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

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

Provided that for the purposes of this clause, whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total re-

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

- (a) wat 'n los werknemer betref, minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer op enige dag aldus gewerk het;
- (b) wat alle ander werknemers betref, minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer in enige week aldus gewerk het.

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

(11) *Voorbehoudsbepalings.*—

- (a) Die bepaling van hierdie klousule geld nie vir 'n wag nie.
- (b) Die bepaling van hierdie klousule geld nie vir 'n voorman, of vir 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging van minstens R160 per maand ontvang nie.
- (c) Die bepaling van subklousules (3), (4), (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.
- (d) Die bepaling van subklousule (4) geld nie vir 'n bestuurder van 'n motorvoertuig, 'n arbeider wat op 'n sifleringsvoertuig help, 'n deeltydse bestuurder van 'n motorvoertuig, of 'n skofwerker nie.

9. OPENBARE VAKANSIEDAE EN SONDAE.

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

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

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

(a) die werknemer—

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

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

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

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

(6) Die bepaling van hierdie klousule geld nie vir 'n voorman, of vir 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging van minstens R180 per maand ontvang nie, of vir 'n los werknemer of 'n wag nie.

10. JAARLIKSE VERLOF.

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

- (a) Wat 'n wag betref, een-en-twintig agtereenvolgende kalenderdae verlof;
- (b) aan alle ander werknemers, veertien agtereenvolgende kalenderdae verlof;

en moet hy so 'n werknemer ten opsigte van sodanige verlof die volgende betaal:

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

Met dien verstande dat, wanneer 'n werknemer op 'n ander grondslag as tyd wat hy werklik gewerk het, besoldig word, sy gewone besoldiging vir die toepassing van hierdie klousule bereken moet word asof hy per uur betaal word, en op enige datum vasgestel moet word deur sy totale besoldiging gedurende die drie maande

muneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave nor, unless the employee so requests and the employer agrees in writing, with any period of military training;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

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

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

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

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

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth, and
 - (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth,
- of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause unrecognized by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognized by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this sub-clause.

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

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 19;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training;

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

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to a period

wat die datum onmiddellik voorafgaan, of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, te deel deur die aantal ure wat hy gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is, gewerk het.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), so toegestaan word dat dit begin binne vier maande na voltooiing van die twaalf maande diens waarop dit betrekking het of, as die werkgewer en werknemer daartoe skriftelik ooreengekom het voor die afloop van gemelde tydperk van vier maande, moet die werkgewer aan die werknemer sodanige verlof toestaan vanaf 'n datum nie later as twee maande na afloop van die gemelde tydperk van vier maande nie;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof nie, of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;
- (iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elk sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elk sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat, op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof mag aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer mag 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek doen binne vier maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

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

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

- (a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, 'n kwart van die weekloon, en
- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) betref, een sesde van die weekloon,

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

- (i) wat sy diens verlaat sonder om dié kennis te gee en dié opseggingstermyn uit te dien wat by klousule 14 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer in plaas van kennisgewing betaal het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om redes wat vir sodanige ontslag regtens genoegsaam is tot geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag alle tydperke te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook alle tydperke waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 19;
- (c) op las of versoek van sy werkgewer;
- (d) terwyl hy militêre opleiding ondergaan,

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

- (i) in die geval van 'n werknemer wat voor die inwerking treding van hierdie Ooreen-koms op 'n tydperk van jaar

of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

- (ii) in the case of an employee who was in employment before the coming into force of the Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

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

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

11. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

(1) *Persons Under the Age of 15 Years.*—No employer shall employ any person under the age of 15 years.

(2) *Non-Members of Trade Union.*—No member of the employers' organization shall give employment for a period of longer than one month to any employee who is not a member of the trade union registered for the clothing industry for the Magisterial Districts in which this Agreement is operative, provided that the provisions of this sub-clause shall not apply to—

(a) clerical employees; or

(b) any employee to whom, in the opinion of the Council, membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within thirty days of such refusal for exemption from the operation of this section;

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

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

12. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

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

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

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

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

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

If the service card shows that the employee is re-entering the industry after confinement, the employer shall not permit the employee to commence work until a Post Natal Certificate has been produced in terms of sub-clause (8) of this clause.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall

likse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige keer geregtig geword het op verlof ingevolge so 'n wet;

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

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

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

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

11. VERBOD OP INDIENSNAME VAN SEKERE PERSONE.

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

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

(a) klerke; of

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

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

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

12. INDIENSNAME, OORPLASING EN DIENSBEÏNDIGING.

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

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

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

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

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

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

(2) *Die dienskaart moet aan die werknemer terugbesorg word by diensbeëindiging.*—Wanneer 'n werknemer se diens beëindig word, moet die werkgever onmiddellik die oorblywende besonderhede op die dienskaart van die werknemer, dit wil sê datum waarop diens verlaat is, loon ten tyde van die datum waarop diens verlaat is en die duur van die diens, invul. Die ingevulde kaart

thereafter be initialled and handed to the employee on termination of service. If the employee is ceasing employment due to confinement this shall be endorsed on the card by the words "Due to Confinement" being written on the line below that on which the date of termination is recorded.

3. Procedure when Employee does not Produce a Service Card.—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in sub-clause (4) hereunder and a copy of the application shall also at the same time be forwarded by the employer to the Secretary of the Sick Fund referred to in clause 19. Where the prospective employee has not previously been employed in the Clothing Industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with sub-clause 7 hereunder, or if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with sub-clause (7) has been produced.

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

(5) Transfers to be notified.—Every employer shall within five days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D of this Agreement. In the event of no transfers having occurred a "NIL" return shall be submitted.

The employer shall likewise record transfers on the respective cards of each employee affected.

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

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

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

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

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

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

Supplies of the blank "Post Natal Certificates" may be obtained from the Secretary of the Fund.

13. RECORD CARDS, ACT AND AGREEMENT.

(1) Record Cards: Every employer shall maintain a record card in respect of each of his employees showing the following particulars:

- Factory number of employee.
- Name
- Sex.
- Address.
- Age.
- Occupation.
- Starting date.
- Previous Experience.
- Number of Blue Service Record Card.
- Commencing wage.
- Dates of increments.
- Provident Fund group.
- Date of entry into Provident Fund.
- Date Council advised of first deduction for Provident Fund.

moet daarna geparafeer word en by diensbeëindiging aan die werknemer oorhandig word. Indien die werknemer as gevolg van 'n bevalling ophou om te werk, moet dit op die kaart geskryf word met die woorde „Vir Bevalling” op die lyn net onderkant die lyn waarop die datum van beëindiging aangeteken word.

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

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

(5) Inkennisstelling van oorplasings.—Elke werkgewer moet binne vyf dae na die einde van elke kalendermaand die Raad van alle oorplasings van sy werknemers na ander beroepe in kennis stel in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. Ingeval daar geen oorplasings was nie, moet 'n „GEEN”-opgaaf ingestuur word.

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

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

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

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

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

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

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

„Nageboortesertifikate”-voorrade is verkrygbaar van die Sekretaris van die Fonds.

13. REGISTERKAARTE, WET EN OOREENKOMS.

(1) Registerkaart.—Elke werkgewer moet 'n registerkaart wat die volgende besonderhede aantoon ten opsigte van elkeen van sy werknemers hou:

- Fabrieksnommer van werknemer.
- Naam.
- Geslag.
- Adres.
- Ouderdom.
- Beroep.
- Aanvangsdatum.
- Vorige ondervinding.
- Nommer van Blou Diensregisterkaart.
- Aanvangsloon.
- Verhogingsdatums.
- Voorsorgsfondsgroep.
- Datum van aansluiting by Voorsorgsfonds.
- Datum waarop Raad kennis gegee het van eerste aftrekking vir Voorsorgsfonds.

- (o) Name and Address of Provident Fund nominee.
- (p) Date nominee form sent to Council.

(2) *Exhibition of Agreement.*—Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, in the form prescribed in the regulations under the Act, a legible copy of this Agreement, in both official languages.

(3) *Administration of Agreement.*—The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

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

14. TERMINATION OF EMPLOYMENT.

- (1) *Period of Notice.*—Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognized by the law as sufficient;
- (b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer than one week or one month as the case may be;
- (c) the provisions of sub-clause (8) of this clause;

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

(2) *Payment or Forfeiture in lieu of Notice:* In the event of an employer or an employee failing to give notice as provided in sub-clause (1) hereof, he shall pay or forfeit respectively—

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

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

In the above regard absence from work without prior permission for a period of six consecutive calendar days shall constitute a termination of contract of service unless within such six days the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice with such three days shall be required to pay the employee in lieu of such notice.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 10 of this Agreement shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-clause (1) of this clause, the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) *Date of Operation of Notice.*—(i) Weekly paid Employees: Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay day of the establishment.

(ii) Monthly Paid Employees.—Notice shall be given at any time prior to the usual closing time of the establishment on the last working day of the calendar month and shall operate from the first day of the succeeding month.

(6) For the purpose of this clause, a week's notice shall mean a working week of 42½ hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (3).

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

- (a) An employee may terminate his contract of employment, by giving his employer notice equivalent to the number of days being worked in the week preceding the notice week; and
- (b) An employer working short time, shall give like notice to an employee to terminate his contract of employment.

- (o) Naam en adres van benoemde ingevolge Voorsorgsfonds.
- (p) Datum waarop benoemingsvorm aan die Raad gestuur is.

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

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

(4) *Tentoonstelling van Fabriekswet en Regulasies.*—Ooreenkomsstig die vereistes van die Fabriekswet, is dit noodsaaklik dat elke werkgever 'n kopie van die Wet en die regulasies daarvolgens vasgestel, in 'n prominente plek wat aan die werknemers wat in die bedryfsinrigting werk goed bekend is en vir hulle maklik bekombaar is, in sy bedryfsinrigtings opklap en opgeplak hou.

14. DIENSBEÏNDIGING.

- (1) *Kennisgewingstermyn.*—Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing op te sê;
- (b) die bepalings van enige skriftelike ooreenkoms tussen die werkgever en sy werknemers wat vir 'n langer kennisgewingstermyn as een week of een maand, na gelang van die geval, maar wat vir albei partye ewe lank is, voorsiening maak;
- (c) die bepalings van subklousule (8) van hierdie klousule; moet 'n werkgever en sy werknemer, in die geval van 'n werknemer wat weekliks betaal word, minstens een week kennis gee en in die geval van 'n werknemer wat maandeliks betaal word, minstens een maand kennis gee, van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of Verbeuring in die plek van kennisgewing.*—Ingeval 'n werkgever of 'n werknemer nalaat om kennis te gee soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die volgende verbeur—

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

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

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

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

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

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

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

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

(6) Vir die toepassing van hierdie klousule, beteken kennisgewing van 'n week 'n werkweek van 42½ uur, of 'n volle week se loon in plaas daarvan, en dieselfde bepaling geld vir die kennisgewingstydperk wat voorgeskryf word of waarvoor wedersyds ooreengekom word, ingevolge subklousule (3).

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

- (a) 'n Werknemer mag sy dienskontrak beëindig deur sy werkgever dié kennis te gee wat gelyk is aan die getal dae wat in die week voor die kennisgewingsweek gewerk word; en
- (b) 'n Werkgever wat korttyd werk, moet op dieselfde wyse aan 'n werknemer kennis gee ten einde die dienskontrak te beëindig.

(8) *Trial Periods.*—(a) Weekly Employees: The provisions of this clause shall not apply in respect of the first week after commencing employment. Such week shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 4 hours' notice.

(b) Monthly Employees: The provisions of this clause shall not apply during the first four weeks of employment. Such four weeks shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 24 hours' notice.

15. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason: Provided that no exemption shall be granted to permit of a female employee being employed between the hours of 6 p.m. to 6 a.m. unless such work is necessitated by an emergency.

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

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

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

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

16. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 2 cents per week from the earnings of each of his employees, for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 7th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure G to this Agreement.

(3) The provisions of this clause shall not apply to employees in receipt of R1,600 per annum or more.

17. TRADE UNIONS' REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

18. AGENTS.

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

- (a) enter, inspect and examine any premises or place in which the clothing industry is carried on, at any time, when he has cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other person, as he thinks fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;
- (c) require the production of any notice, book, list or other document which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem to be necessary in the discharge of his duties;
- (d) require the production, and inspect, examine and copy all paysheets, piece-work books, or any other book or books wherein is kept an account of the actual wages paid to any employee for whom wages are prescribed in this Agreement.

(2) The agent, when entering, inspecting or examining any such place or books aforementioned in this clause, may take with him an interpreter or assistant appointed by the Council.

(3) Every person upon whom the terms of this Agreement are binding shall afford the agent all the facilities prescribed in this clause.

(8) *Proeftydperke.*—(a) Weeklikse Werknemers: Die bepalinge van hierdie klousule is nie van toepassing ten opsigte van die eerste week nadat diens begin is nie. Sodanige week word geag 'n proeftydperk te wees waarin die diens deur die werkgewer of die werknemer met 4 uur kennisgewing beëindig mag word.

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

15. VRYSTELLINGS.

(1) Behoudens die bepalinge van subklousule (2) van hierdie klousule mag die raad om 'n grondige rede aan of ten opsigte van enige persoon vrystelling van enige van die bepalinge van hierdie Ooreenkoms verleen; met dien verstande dat vrystelling nie verleen mag word nie ten einde 'n vroulike werknemer toe te laat om tussen 6 nm. en 6 vm. te werk, tensy sodanige werk deur 'n noodtoestand noodsaaklik gemaak word.

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

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

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

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

16. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 2 sent per week van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, aftrek. By die bedrag, aldus afgetrek moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag elke maand, voor of op die 7de dag van elke maand, aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

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

(3) Die bepalinge van hierdie klousule is nie van toepassing op werknemers wat R1,600 of meer per jaar ontvang nie.

17. VERTEENWOORDIGERS VAN DIE VAKVERENIGINGS IN DIE RAAD.

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

18. AGENTE.

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

- (a) enige perseel of plek waarin die klerenrywerheid beoefen word, te eniger tyd binne te gaan, te inspekteer en te ondersoek, wanneer hy rede het om te glo dat enige persoon daarin werksaam is;
- (b) elke werkgewer of werknemer wat hy in of die perseel of plek aantref, of alleen of in die teenwoordigheid van iemand anders, soos hy dit goedvind, ten opsigte van aangeleenthede in verband met hierdie Ooreenkoms mondelings te ondervra, en hierdie persone moet die vrae wat gemelde agent aan hulle stel, beantwoord;
- (c) te vereis dat enige kennisgewing, boek, lys of ander dokument wat vir rekorddoeleindes gehou, tentoongestel of opgestel moet word om die bepalinge van hierdie Ooreenkoms na te kom, voorgelê word en dit te inspekteer, ondersoek en te kopieer soos hy goedvind vir die uitvoering van sy pligte;
- (d) te vereis dat alle betaalstate, stukwerkboeke, of enige ander boek of boeke waarin rekening gehou van die werklike lone wat aan 'n werknemer betaal word vir wie lone in hierdie Ooreenkoms voorgeskryf word, voorgelê word, en dit te inspekteer, ondersoek en te kopieer.

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

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

19. SICK BENEFIT FUND.

The provisions of clause 26 of the Agreement published under Government Notice No. 238 of the 13th February, 1959, as amended and re-enacted by the Agreement published under Government Notice No. R581 of the 17th April, 1964, or the corresponding provisions of any agreement superseding the latter Agreement, shall *mutatis mutandis* apply to the employers and the employees.

20. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the trade union, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

21. REGISTRATION OF EMPLOYERS.

(1) Every employer on whom this Agreement is binding shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council the particulars set out in Annexure H to this Agreement.

(2) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company in the name of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

Signed at CAPE TOWN on behalf of the Parties on this 26th day of March, 1964.

B. ROY,
Chairman of the Council.
J. KERAAN,
Vice-Chairman of the Council.
G. J. NEL,
Secretary of the Council.

19. SIEKTEBYSTANDSFONDS.

Die bepalinge van klousule 26 van die Ooreenkoms wat by Goewermentskennisgewing No. 238 van 13 Februarie 1959 gepubliseer is, soos gewysig en herafgekondig deur die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R581 van 17 April 1964, of die ooreenstemmende bepalinge van 'n ooreenkoms wat laasgenoemde Ooreenkoms vervang, is *mutatis mutandis* op die werkgewers en die werknemers van toepassing.

20. VAKVERENIGINGBYDRAES.

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

21. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is moet binne een maand vanaf die datum waarop hierdie Ooreenkoms vir hom bindend word, die besonderhede wat in Aanhangsel H van hierdie Ooreenkoms gemeld word aan die Sekretaris van die Raad verskaf.

(2) Elke werkgewer moet, ingeval die naam waaronder of die adres of adresse waar sake gedoen word, verander, of 'n verandering in die vennote of, indien die werkgewer 'n maatskappy is, 'n verandering van sy sekretaris of in sy direkteure of bestuurders, of ingeval die werkgewer se boedel gesekwestreer word, of indien die werkgewer 'n maatskappy is, indien die maatskappy gelikwideer word, of in die geval van die oordrag of staking van die sake wat gedoen word, of indien 'n ander besigheid aangeskaf of begin word wat aan die bepalinge van hierdie Ooreenkoms onderworpe is, binne veertien dae na die verandering, sekwestrasie, likwidasië, oordrag, staking, aanskaffing of begin aan die Sekretaris van die Raad 'n skriftelike opgaaf wat volle besonderhede van die verandering, sekwestrasie, likwidasië, oordrag, staking, aanskaffing of begin, na gelang van die geval, meld, verskaf.

Op hede die 26ste dag van Maart 1964 namens die partye te KAAPSTAD onderteken.

B. ROY,
Voorsitter van die Raad.
J. KERAAN,
Ondervoorsitter van die Raad.
G. J. NEL,
Sekretaris van die Raad.

ANNEXURE A.

RECORD OF EXPERIENCE.

(i) As at

No.

This is to certify that according to the records of the Council.....

Identity Card No. has had the following experience for incremental purposes:
Occupations:
(i) common to Clothing and Knitting Sections years .. months .. days.
(ii) exclusive to Clothing Section years .. months .. days.
(iii) exclusive to Knitting Section years .. months .. days.
(iv) Jobs, e.g. Boiler Attendant NOT counting for other groups years .. months .. days.
and may be employed at a wage of if employed as a in the section.

Provident Fund Particulars.

Nominee
Form No.

Counter-signature of Employee accepting the above.

Date

For Secretary.

(ii) SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage.	Occupation.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Initials of Employer.
							Years.	Months.	Days.	

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

AANHANGSEL A.

ONDERVINDINGSREKORD.

(i) Soos op.....

No.

Hiermee word gesertifiseer dat..... (Persoonskaartnommer)..... volgens die rekords van die Raad vir verhogingsdoeleindes die volgende ondervinding gehad het:

Beroepe:

(i) gemeen aan Klerasie- en Breiseksies jaar .. maande .. dae.
 (ii) uitsluitlik in Klerasieseksie jaar .. maande .. dae.
 (iii) uitsluitlik in Breiseksie jaar .. maande .. dae.
 (iv) werk, bv. Ketelbediener wat nie vir die ander groepe tel nie jaar .. maande .. dae.

en teen 'n loon van..... in diens geneem mag word indien hy as 'n..... in die.....-seksie in diens geneem word.

Datum.....

Namens Sekretaris.

Besonderhede van voorsorgsfonds.

Benoemde.....

Vormnommer

Mede-onderteken deur werknemer wat bogen oemde aanvaar

Datum

(ii) LATERE ONDERVINDING.

Fabriek.	Datum van Indiensneming.	Loon.	Beroep.	Datum waarop diens verlaat.	Loon.	Beroep.	Duur van diens.			Paraaf van Werkgewer.
							Jare.	Maande.	Dae.	

KENNISGEWING: Hierdie kaart moet by indiensneming aan die werkgever oorhandig word en hy moet die eerste vier kolomme invul en die kaart bewaar. Op die datum van diensbeëindiging, moet die werkgever die laaste vyf kolomme invul en die kaart aan die werknemer teruggee.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

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

Note: This form must be completed by all new entrants to the Industry and by all other persons who are unable to produce a certified Service Record Card from the Council.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD

Surname of Applicant:.....
 First Names (in full):.....
 Formerly known as:.....
 Residential Address:.....
 Population Identity Card No.:.....
 Present Employer:.....

DECLARATION.

I, the undersigned,..... hereby declare that I am a..... (race) and was born on..... as per Birth/Baptismal Certificate attached.

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

(i) Experience in the Clothing Industry (whether gained in the Council's area of jurisdiction or not):

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

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

- (a) years months days as a retail or private tailor.
 (b) years months days as a retail or private dressmaker.
 (c) years months days as an Ironer and/or Folder in the Laundry Trade.
 (d) years months days as a Clerk.

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

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

Witness.....

Date.....

Signature of Applicant.....

(For use of Council Office only.)

Total assessment of Experience:..... years months days. Checked by:.....

No. of Service Record Card issued:.....

Date:.....

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Aan: Die Sekretaris,

Posbus 1536, Kaapstad.

Kennisgewing: Hierdie vorm moet deur alle nuwelinge in die Nywerheid ingevul word en deur alle ander persone wat nie in staat is om 'n Diensrekordkaart van die Raad voor te lê nie.

AANSOEK OM WERKNEMER SE DIENSREKORDKAART.

Van van Applikant:
 Voorname (volle):
 Voorheen bekend as:
 Woonadres:
 Persoonskaart No.:
 Huidige Werkgewer:

VERKLARING.

Ek, die ondergetekende..... verklaar hiermee dat ek 'n.....(ras) is en op.....gebore is soos die aangehegte Geboorte-/Doopsertifikaat meld.

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

(i) Ondervinding in die Klerasienywerheid (afgesien daarvan of dit in die jurisdiksiegebied van die Raad opgedoen is of nie):

Naam van Fabriek.	Beroep.	Tydperk.		Totaal.
		Van.	Tot.	
.....				
.....				

[(ii) Ondervinding opgedoen buite die Klerenywerheid—In die volgende hoedanighede:

- (a)jaar.....maande.....dae as 'n kleinhandel- of privaatkleremaker.
 (b)jaar.....maande.....dae as 'n kleinhandel- of privaat kleremaakster.
 (c)jaar.....maande.....dae as 'n stryker en/of vouer in die Wasserybedryf.
 (d)jaar.....maande.....dae as 'n klerk.

(Dokumentêre bewys van ondervinding wat buite die Klerenywerheid opgedoen is, moet aangeheg word.)

Hierdie verklaring is na die beste van my wete waar en korrek en ek is bewus daarvan en verstaan dat enige onjuiste verklaring 'n misdryf is.

.....
 Getuie.

.....
 Datum.

.....
 Handtekening van Applikant.

(Slegs vir kantoorgebruik.)

Totale ondervinding bereken:.....jaar.....maande.....dae. Nagegaan deur:.....

No. van Diensrekordkaart uitgereik:..... Datum:.....

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

WEEKLY RETURNS OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

Week ended.....

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

Employer.....

Address.....

PART I.—ENGAGEMENTS.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date Engaged.	Trade or Occupation.	Wage.	Service Record Card No. §	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

PART II.—TERMINATION OF SERVICE.

Surname (Maiden Name to be given in brackets).	First Names (in full).	Address.	* Race.	† Sex.	‡ Adult or Juvenile.	Date termi- nated.	Trade or Occupation.	Wage.	Service Record Card No. §	Name of Previous Employer (if any).	Sick Fund No. (if any).	Remarks.

* E = European. C = Coloured. A = Asiatic. N = Native. † M = Male. F = Female. ‡ A = Adult. J = Juvenile.
 § If employee is not able to produce a Blue Service Record Card issued by the Council an Application Form for issue thereof should be attached.
 I hereby certify that the above persons have been engaged and/or discharged as from the dates specified.

.....
 Signature of Employer or Authorized Agent.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).
WEEKLIKSE OPGAAF VAN INDIENS NAMES EN DIENSBEEÏNDIGINGS.

Adres.....

[illegible][illegible]

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

Handtekening van Werkgever of Gemagtigde agent.

Name of Factory.....

The following are particulars of employees who have been transferred in occupation during the month of 19....

[illegible]

Signature of firm.....

NOTE.

- (a) The upper portion of this form is to be completed by the employer and handed to the prospective employee.
- (b) The employer should also insert on the lower portion of this form the name of the firm and the name of the prospective employee.
- (c) On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Secretary of the Cape Clothing Industry Sick Fund, 348, Victoria Road, Salt River.

(To be detached by Mass Radiography Service)

MASS RADIOGRAPHY SERVICE,
CAPE TOWN.

CONFIDENTIAL.

Serial No.

Messrs. Name of Employee

The result of the large film is satisfactory as regards tuberculosis of the lungs and we shall not require the above-named employee for further examination.

Medical Officer.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

.....19.....

Telephone: 3-6631

The Secretary,
P.O. Box 1536, or
Fifth Floor,
Broadway Industries Centre,
Cor. Heerengracht & Hertzog Boulevard,
Foreshore, Cape Town.

Dear Sir,

Enclosed please find the sum of R..... representing contributions in terms of clause 16 of the Agreement, as detailed below for the period ending 19.....

Name of Firm Address

RETURN OF EMPLOYEES.

Number.	Date.
..... for week ending	
..... for week ending	
..... for week ending	
..... for week ending	
..... for week ending	

Total Number: employees at 2c per week R.....

Add employer's contribution of 2c per week R.....

R.....

To be forwarded with your Cheque to the Office of the Council not later than the 7th of each month.

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

REGISTRATION OF BUSINESS.

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

Dear Sir,

In accordance with section *twenty-one* of the Agreement, I hereby furnish you with the following particulars in connection with this business:

- (1) Name under which business is carried on
- (2) Address at which business is carried on
- (3) Nature of business
- (4) Description, names and addresses of management:

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

Signature of Employer.

OPMERKINGS.

- (a) Die boonste gedeelte van hierdie vorm moet deur die werk-gewer ingevul en aan die voornemende werknemer oor-handig word.
- (b) Die werk-gewer moet ook die naam van die firma en dié van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.
- (c) By ontvangs van die ingevulde doktersertifikaat hieronder, moet dit deur die werk-gewer aan die sekretaris van die Siektefonds vir die Klerasienywerheid (Kaap), Victoriaweg, 348, Souttrivier, gestuur word.
(Moet deur Massa-radiografiediens afgeskeur word.)

MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

VERTROULIK.

Reeksnommer

Mure. Naam van werknemer

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

Mediese Beampte.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

..... 19.....

Telefoon: 3-6631.

Die Sekretaris,
Posbus 1536, of
Vyfde Verdieping,
Broadway Industries-sentrum,
Hoek van Heerengracht en
Hertzog-boulevard,
Strand, Kaapstad.

Geagte Meneer,

Hierby ingeslote vind u die bedrag van R..... wat die bydraes is ingevolge klousule 16 van die Ooreenkoms vir die tydperk geëindig soos hieronder gemeld19.....

Naam van firma Adres

OPGAAF VAN WERKNEMERS.

Getal	Datum
..... vir week geëindig	
..... vir week geëindig	
..... vir week geëindig	
..... vir week geëindig	

Totale getal werknemers teen 2c per week R.....

Plus werk-gewer se bydrae van 2c per week R.....

R.....

Moet voor of op die 7de van elke maand tesame met u tjek aan die Kantoor van die Raad gestuur word.

AANHANGSEL H.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

REGISTRASIE VAN BESIGHEID.

Die Sekretaris,
Nywerheidsraad vir die Klerasienywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

Geagte Meneer,

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

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

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

Handtekening van Werk-gewer.

No. R.691.]

[14th May, 1965.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CLOTHING INDUSTRY, CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreements and notices relating to the Clothing Industry, published under Government Notices Nos. R.688, R.689 and R.690 of the 14th May, 1965, to be, on the whole, not less favourable to the persons 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.

A. E. TROLLIP,
Minister of Labour.

No. R.692.]

[14th May, 1965.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.

CLOTHING INDUSTRY, CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation *four* of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreements for the Clothing Industry, published under Government Notices Nos. R.688, R.689 and R.690 of the 14th May, 1965.

A. E. TROLLIP,
Minister of Labour.

No. R.693.]

[14th May, 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, CAPE.

CANCELLATION OF GOVERNMENT NOTICE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (5) of section *forty-eight* of the Industrial Conciliation Act, 1956, cancel Government Notice No. R.581 of the 17th April, 1964, as from the second Monday after the date of publication of this notice.

A. E. TROLLIP,
Minister of Labour.

No. R.691.]

[14 Mei 1965.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewings Nos. R.688, R.689 en R.690 van 14 Mei 1965, oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

No. R.692.]

[14 Mei 1965.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

KLERASIENYWERHEID, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie *vier* van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkomste vir die Klerasienywerheid wat by Goewermentskennisgewings Nos. R.688, R.689 en R.690 van 14 Mei 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R.693.]

[14 Mei 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, KAAP.

INTREKKING VAN GOEWERMENTSKENNISGE-
WING.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, trek hierby kragtens subartikel (5) van artikel *ag-en-veertig* van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing No. R.581 van 17 April 1964 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

A. E. TROLLIP,
Minister van Arbeid.

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