



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 57 9 Januarie 1976

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

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1978 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (k), 11 (2), 17, 18 en 20, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (k), 11 (2), 17, 18 en 20, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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 hulle diens.

M. VILJOEN, Minister van Arbeid.

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 57 9 January 1976

INDUSTRIAL CONCILIATION ACT, 1956 CLOTHING INDUSTRY, CAPE.—AGREEMENT FOR THE LADIES' HOSIERY DIVISION

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding with effect from the first Monday after the date of publication of this notice and for the period ending 12 December 1978, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (k), 11 (2), 17, 18 and 20, shall be binding with effect from the first Monday after the date of publication of this notice and for the period ending 12 December 1978, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the first Monday after the date of publication of this notice for the period ending 12 December 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 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.

M. VILJOEN, Minister of Labour.

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

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Dameskousafdeling van die Klerasienywerheid—

(a) deur die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Worcester en George.

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

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

(b) nie van toepassing op werknemers en werkende direkteure wie se lone minstens R4 500 per jaar bedra nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel 48 van die Wet mag vasstel en bly van krag tot 12 Desember 1978, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike geslag; voorts, tensy onbetreftbaar 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 toepassings van hierdie omskrywing beteken die uitdrukking—

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

"werk wat gewoonlik deur 'n geskoolde ambagsman gedoen word" ook die stel of verstel van 'n masjien vir snitverandering;

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

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

"klerk" 'n werknemer wat skryf-, tik- en liasseerwerk verrig, wat 'n ponskaart- of rekenmasjien bedien of wat enige ander vorm van klerklike werk verrig en omvat dit ook 'n kassier, versendingsklerk, pakhuisman en 'n telefonis maar nie ook enige ander klas werknemer wat elders in hierdie kousule 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;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)

AGREEMENT

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

Cape Knitting Industry Association
and the

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Western Province

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Ladies Hosiery Division of the Clothing Industry—

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

(b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood, Bellville, Somerset West, Strand, Worcester and George.

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

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees and working directors whose wages are not less than R4 500 per annum.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section 48 of the Act, and shall remain in force until 12 December 1978, or for such period as may be determined by him.

3. DEFINITIONS

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

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

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression—

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

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

"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;

"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;

en omvat—

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

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

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

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

“klere-afdeling”—

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

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

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

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

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

“versendingsklerk” ’n werknemer wat daarvoor verantwoordelik is om goedere vir vervoer of aflewering te pak en wat toesig mag hou oor die bymekaarmaak, nagaan, weeg, verpakking, merk, addressering of versending van sodanige goedere of pakke;

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

“kleurder” ’n werknemer wat verantwoordelik is vir en in die kleurproses werksaam is en wat beslis oor die aard, gewig, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word;

“kleurderassistent” ’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 onklaarmaking 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 -koerte opstel vir latere gebruik deur ’n klerk;

(b) nagaanwerk verrig of aantekeninge hou vir produksiebeheer;

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

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

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

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

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

“clothing section” means—

(a) that section of the Clothing Industry in which are made all classes of men’s and boys’ tweed and linen hats, caps and all classes of outer and under garments;

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

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

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

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

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

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

(e) besonderhede van afval aanteken;

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

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

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

"algemene werker" 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(1) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak en/of was;

(2) op- of aflaai;

(3) artikels dra, verskuif of opstapel;

(4) deure oop- of toemaak; kaste, pakke bale of ander houers uitpak;

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

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

(7) algemene tuinwerk;

(8) kaste of bale of ander houers vasbind of met draad of bande vasmaak;

(9) tee of dergelike drank berei en koppies, pierings en kombuisgerei was;

(10) uitskotkouse opnsy of op 'n ander manier vernietig;

(11) ketelbediener, d.w.s. 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk in stand hou;

(12) pakette of bale vir vervoer of aflewering opmaak;

(13) pos vou en/of in koeverte steek; posseëls of etikette op posstukke plak;

(14) 'n afrol- en/of adresseer- en/of frankeermasjien bedien;

(15) fakture, vragbriewe of dergelike dokumente sorteer;

(16) wag of oppasser, d.w.s. 'n werknemer wat persele, geboue ander eiendom bewaak;

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

(1) Koustone sluit deur middel van 'n skakelproses;

(2) kouse vir defekte nagaan nadat dit gekleur is;

(3) kouse volgens lengte, grootte of gehalte gradeer of sorteer;

(4) lere in kouse met die hand of 'n masjien stop;

(5) die nate van ten volle gefatsoeneerde kouse met 'n masjien toewerk;

(6) ongekleurde kousbroeke en spanbroeke stik;

(7) kousbroeke en spanbroeke met 'n masjien afwerk;

(8) surplusgaredraadjes met die hand of 'n masjien van kouse gekleur is;

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

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

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

(1) Vormer;

(2) koustone deur middel van 'n ander proses as 'n skakelproses sluit;

(3) kleurderassistent;

(4) kouse vou, toedraai of in dose pak;

(5) breiersassistent wat ook halfklaar kouse vir defekte ondersoek;

(6) kouse stop, uitgesonderd die werksaamheid bedoel in (4) van die omskrywing van "graad I-werknemer";

(7) kouse wat in dose verpak is, vir versending of aflewering pak;

(8) surplusgaredraadjes met die hand of masjien van kouse afknip;

(9) ongekleurde kousbroeke en spanbroeke in pare rangskik en meet;

(10) ongekleurde kousbroeke en spanbroeke ondersoek;

(11) ongekleurde kousbroeke en spanbroeke spleet;

(12) die tone van kousbroeke en spanbroeke toewerk;

(13) defekte in kouse soek voordat dit gekleur word;

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

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

(d) recording particulars of materials or general stores consumed or to be consumed or keeping stock records;

(e) recording particulars of waste;

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

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

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

"general worker" means an employee engaged in one or more of the following duties or capacities:

(1) Cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;

(2) loading or unloading;

(3) carrying, moving or stacking articles;

(4) opening or closing doors; unpacking boxes, packages, bales or other containers;

(5) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

(6) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;

(7) general gardening work;

(8) binding, wiring or strapping boxes or bales or other containers;

(9) making tea or similar beverages and washing cups, saucers and kitchen utensils;

(10) cutting up or otherwise destroying rejected stockings;

(11) boiler attendant i.e. an employee engaged in firing a boiler and maintaining the water level and steam pressure;

(12) making up parcels or bales in readiness for transport or delivery;

(13) folding and/or inserting mail; affixing post stamps or labels for posting;

(14) operating a duplicating and/or addressograph machine and/or franking machine;

(15) sorting invoices, consignment notes or similar documents;

(16) watchman or caretaker i.e. an employee engaged in guarding premises, buildings or other property;

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

(1) Closing toes of stockings by means of a linking process;

(2) examining stockings after dyeing for defects;

(3) grading or sorting stockings according to length, size, or quality;

(4) mending ladders in stockings by hand or machine;

(5) seaming fully-fashioned stockings by machine;

(6) seaming undyed pantihose and tights;

(7) machining pantihose and tights;

(8) examining pantihose or tights after dyeing for defects;

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

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

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

(1) Boarder;

(2) closing toes of stockings other than by means of a linking process;

(3) dyer's assistant;

(4) folding, wrapping or boxing stockings;

(5) knitter's assistant who also examines semi-completed stockings for defects;

(6) mending stockings, other than as in (4) of Grade I employee;

(7) packing boxed stockings for despatch or delivery;

(8) trimming surplus threads off stockings by hand or machine;

(9) paring and measuring undyed pantihose and tights;

(10) examining undyed pantihose and tights;

(11) slitting undyed pantihose and tights;

(12) closing toes of pantihose and tights;

(13) examining stockings before dyeing for defects.

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

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

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

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

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

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

"faktotum" 'n werknemer wat minder belangrike herstelwerk of opknapwerk 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 garedraadjies of dons uit naalde verwyder, en van wie daar vereis mag word om te rapporteer indien 'n masjien sleg werk;

- (2) spoel verwyder en vervang;

- (3) gare deur masjiene ryg;

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

"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 bedrywigheede 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 verstel van sodanige masjiene of masjiene uitgesonderd die verstel van masjiene vir snitverandering;

- (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;

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

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

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

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

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

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

"toesighouer" 'n werknemer wat onder die toesig van 'n voorman aan die hoof van 'n groep werknemers staan;

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

"korttyd" 'n tydelike vermindering van die gewone werktuurens '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;

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

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

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

"Grade II 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 treads 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee op 'n lisensie of sertifikaat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

"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 werkgever '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;

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 Werkgever moet aan elkeen van sy werknemers in ondergenoemde klasse dié minimum loon betaal wat hieronder gemeld word:

(a) Werknemers, uitgesonderd los werknemers:

DEEL A

	Vanaf datum van inwerking- treding van hierdie Ooreenkoms tot 12/6/77	Vanaf 13/6/77
	Per week R	Per week R
Klerke		
Klerk, vrou:		
Gekwalifiseer.....	25,00	27,50
Ongekwalifiseer—		
Gedurende eerste jaar ondervinding	14,85	16,33
Gedurende tweede jaar ondervinding	17,20	18,92
Gedurende derde jaar ondervinding	19,60	21,56
Gedurende vierde jaar ondervinding	22,06	24,26
Klerk, man:		
Gekwalifiseer.....	36,00	39,60
Ongekwalifiseer—		
Gedurende eerste jaar ondervinding	16,31	17,94
Gedurende tweede jaar ondervinding	20,24	22,26
Gedurende derde jaar ondervinding	24,16	26,57
Gedurende vierde jaar ondervinding	28,08	30,88
Fabrieksklerk:		
Gekwalifiseer.....	22,58	24,83
Ongekwalifiseer—		
Gedurende eerste ses maande onder- vinding.....	14,10	15,51
Gedurende tweede ses maande ondervinding.....	16,90	18,59
Gedurende derde ses maande onder- vinding.....	19,70	21,67

DEEL B

Algemeen		
Ambagsman.....	53,85	59,23
Kleurder.....	53,85	59,23
Voorman.....	56,43	62,07
Faktotum.....	23,15	25,46
Toesighouer.....	29,60	32,56
Bestuurder van 'n motorvoertuig waar- van die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(a) Hoogstens 1 360 kg is.....	20,00	22,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is.....	22,20	24,42

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

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"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;

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

4. REMUNERATION

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

(a) Employees other than casual employees:

PART A

	From date of coming into operation of this Agreement to 12/6/77	From 13/6/77
	Per week R	Per week R
Clerical employees		
Clerk, female:		
Qualified.....	25,00	27,50
Unqualified—		
First year of experience.....	14,85	16,33
Second year of experience.....	17,20	18,92
Third year of experience.....	19,60	21,56
Fourth year of experience.....	22,06	24,26
Clerk, male:		
Qualified.....	36,00	39,60
Unqualified—		
First year of experience.....	16,31	17,94
Second year of experience.....	20,24	22,26
Third year of experience.....	24,16	26,57
Fourth year of experience.....	28,08	30,88
Factory clerk:		
Qualified.....	22,58	24,83
Unqualified—		
First six months of experience.....	14,10	15,51
Second six months of experience...	16,90	18,59
Third six months of experience.....	19,70	21,67

PART B

General		
Artisan.....	53,85	59,23
Dyer.....	53,85	59,23
Foreman.....	56,43	62,07
Handyman.....	23,15	25,46
Supervisor.....	29,60	32,56
Motor vehicle driver of a vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(a) does not exceed 1 360 kg.....	20,00	22,00
(b) exceeds 1 360 kg but not 2 720 kg.	22,20	24,42

	Vanaf datum van inwerking- trekking van hierdie Ooreenkoms tot 12/6/77	Vanaf 13/6/77		From date of coming into operation of this Agreement to 12/6/77	From 13/6/77
	Per week R	Per week R		Per week R	Per week R
(c) meer as 2 720 kg is.....	30,75	33,82	(c) exceeds 2 720 kg.....	30,75	33,82
Werktuigkundige:			Mechanic:		
Gekwalifiseer.....	31,60	34,76	Qualified.....	31,60	34,76
Ongekwalifiseer—			Unqualified—		
Gedurende eerste ses maande onder- vinding.....	12,00	12,00	First six months of experience....	12,00	12,00
Gedurende tweede ses maande ondervinding.....	15,25	16,77	Second six months of experience...	15,25	16,77
Gedurende derde ses maande onder- vinding.....	18,50	20,35	Third six months of experience....	18,50	20,35
Gedurende vierde ses maande ondervinding.....	21,75	23,92	Fourth six months of experience....	21,75	23,92
Gedurende vyfde ses maande onder- vinding.....	25,00	27,50	Fifth six months of experience....	25,00	27,50
Gedurende sesde ses maande onder- vinding.....	28,25	31,07	Sixth six months of experience....	28,25	31,07
Masjienbreier:			Machine knitter:		
Gekwalifiseer.....	31,60	34,76	Qualified.....	31,60	34,76
Ongekwalifiseer—			Unqualified—		
Gedurende eerste ses maande onder- vinding.....	12,00	12,00	First six months of experience....	12,00	12,00
Gedurende tweede ses maande ondervinding.....	15,25	16,77	Second six months of experience...	15,25	16,77
Gedurende derde ses maande onder- vinding.....	18,50	20,35	Third six months of experience....	18,50	20,35
Gedurende vierde ses maande ondervinding.....	21,75	23,92	Fourth six months of experience...	21,75	23,92
Gedurende vyfde ses maande onder- vinding.....	25,00	27,50	Fifth six months of experience....	25,00	27,50
Gedurende sesde ses maande onder- vinding.....	28,25	31,07	Sixth six months of experience....	28,25	31,07
Graad I-werknemer:			Grade I employee:		
Gekwalifiseer.....	20,50	22,55	Qualified.....	20,50	22,55
Ongekwalifiseer—			Unqualified—		
Gedurende eerste ses maande onder- vinding.....	12,00	12,00	First six months of experience....	12,00	12,00
Gedurende tweede ses maande ondervinding.....	14,10	15,51	Second six months of experience...	14,10	15,51
Gedurende derde ses maande onder- vinding.....	16,20	17,82	Third six months of experience....	16,20	17,82
Gedurende vierde ses maande ondervinding.....	18,30	20,13	Fourth six months of experience...	18,30	20,13
Graad II-werknemer:			Grade II employee:		
Gekwalifiseer.....	15,12	16,63	Qualified.....	15,12	16,63
Ongekwalifiseer—			Unqualified—		
Gedurende eerste ses maande onder- vinding.....	12,00	12,00	First six months of experience....	12,00	12,00
Gedurende tweede ses maande ondervinding.....	13,56	14,91	Second six months of experience...	13,56	14,91
Graad III-werknemer:			Grade III employee:		
Gekwalifiseer.....	13,77	15,14	Qualified.....	13,77	15,14
Ongekwalifiseer—			Unqualified—		
Gedurende eerste drie maande ondervinding.....	12,00	12,00	First three months of experience...	12,00	12,00
Gedurende tweede drie maande ondervinding.....	12,88	14,16	Second three months of experience...	12,88	14,16
Algemene werker:			General worker:		
Man, 18 jaar en ouer.....	20,00	22,00	Male, 18 years of age and over.....	20,00	22,00
Man, onder 18 jaar.....	16,75	18,42	Male, under 18 years.....	16,75	18,42
Vrou.....	16,75	18,42	Female.....	16,75	18,42
Werknemer nie elders in hierdie klousule spesifiek vermeld nie.....	13,77	15,14	Employee not elsewhere in this clause specifically mentioned.....	13,77	15,14

(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 werkgever 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 werkgever vereis dat 'n los werknemer vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag werk, sy loon met hoogstens 50 persent verminder mag word.

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

(2) *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), geleë met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, per week betaal word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevoelge klousule 8 vir hom geld of gewerk het.

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

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

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié in sy eie klas,

in subklousule (1) voorgeskryf word, moet so 'n werknemer vir dié dag soos volg betaal:

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

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

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

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

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

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

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

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

(5) *Verhogingsdatums*.—'n Werkgever 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 genoemde betaalweek in diens is nie, word hy op die verhoging geregtig met ingang van die datum waarop hy in diens geneem word.

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

(c) Om te bereken of 'n werknemer in aanmerking kom vir 'n verhoging, moet alle tydperke van afwesigheid van werk getel word uitgesonderd afwesigheid sonder betaling vir 'n tydperk van langer as vier opeenvolgende 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 verstrek is.

(6) Benewens die loon wat ingevolge subklousule (1) aan 'n werknemer betaalbaar is en ongeag of sodanige werknemer ten opsigte van sy gewone werkure 'n hoër loon ontvang as die loon wat vir 'n werknemer van sy klas voorgeskryf word, moet 'n werkgever 'n bywoningstoelae van minstens R1 per week aan so 'n werknemer betaal wat in enige bepaalde week werk verrig—

(a) vir minstens die aantal gewone weeklikse werkure in klousule 8 (1) vir 'n werknemer van sy klas voorgeskryf; of

(b) vir minstens die aantal gewone werkure wat sy werkgever vereis waar sodanige aantal gewone werkure minder is as die ure in klousule 8 (1) voorgeskryf:

Met dien verstande dat, vir die doel om die betaling vir oortydwerk en jaarlikse verlof te bereken, die bywoningstoelae nie as deel van die weeklikse loon van 'n werknemer geag word nie.

(2) *Basis of contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee shall be on a weekly basis, and save as provided in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 8 or less.

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

(a) a wage higher than that of his own class; or

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

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a) above, not less than the daily wage calculated at the higher rate; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) not less than the ordinary weekly number of hours prescribed in class 8 (1) for an employee of his class; or

(b) not less than the number of ordinary hours of work required by his employer where such number of ordinary hours are less than those prescribed in clause 8 (1):

Provided that, for the purpose of calculating the payment of overtime and annual leave, the attendance allowance shall not be deemed to form part of the weekly wage of an employee.

5. BETALING VAN BESOLDIGING

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

- (a) Die werkgever se naam;
- (b) die werknemer se naam, of sy nommer op die betaalstaat;
- (c) die getal gewone werkure wat die werknemer gewerk het;
- (d) die getal ure wat die werknemer oortyd gewerk het;
- (e) die werknemer se loon;
- (f) die besonderhede omtrent enige ander besoldiging vir diens wat deur die werknemer verrig is;
- (g) besonderhede omtrent bedrae wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word;

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

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

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

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

(5) *Etes en huisvesting.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever 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) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes ople of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek:

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds;
- (b) behoudens andersluidende bepalinge in hierdie Ooreenkomste, telkens wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- (c) 'n bedrag wat 'n werkgever ingevolge of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (d) wanneer 'n werknemer daarmee instem of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werkgever aan te neem, hoogstens die volgende bedrag of bedrae:

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

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

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

(ii) 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;

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 10 (4), any amount due to an employee, other than a casual employee shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 15 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or pay roll number and occupation;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

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

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

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

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

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

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

- (a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- (b) 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;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodge or board or lodge with his employer, a deduction not exceeding the amounts specified hereunder:

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

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

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

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

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

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

(h) wanneer 'n werkgewer 'n skêr aan sy werknemer verskaf, 'n maandelikse paaiement van hoogstens 10c totdat die koste wat die werkgewer aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgewer teruggee, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;

(i) aftrekkings ten opsigte van tee (of 'n ander drank): Met dien verstande dat 'n bedrag van hoogstens 1c per koppie afgetrek mag word op voorwaarde dat 'n meerderheid van die werknemers ingestem het om tee (of ander drank) te neem.

(j) behoudens subklousule (4) en met die skriftelike toestemming van die werknemer, enige bedrag wat aan 'n werkgewer 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 vakverenigings;

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

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

6. TYDREGISTERS

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

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

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

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

7. STUKWERK

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

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

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

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

(3) 'n Werkgewer 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 werkgewer en sy werknemer oor 'n langer termyn van kennisgewing mag ooreenkom en dan moet die werkgewer minstens die tydperk waarvoor ooreengekom is, kennis gee;

(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,

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

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

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

(i) deductions in respect of tea (or other beverage): Provided that a deduction of not more than one cent per cup may be made on condition that the majority of employees has agreed to accept tea (or other beverage).

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

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

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

(m) Where overalls have been provided by an employer to his employee at his request, a weekly instalment not exceeding 50c may be deducted until the cost thereof has been repaid.

6. TIME RECORDS

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

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

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

(4) All time cards, or other types of records, shall in accordance with the requirements of section 57 (4) of the Industrial Conciliation Act, 1956, be kept for a period of three years subsequent to the date of the record and on request shall be available for inspection by the Designated Agent of the Council.

7. PIECE-WORK

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

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

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

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

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

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

8. 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, tensy die ure op een dag minder as vyf is, en dan mag die ure op enigene van die orige dae tot agt en 'n half verleng word;

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

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

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

(c) in die geval van 'n skofwerker—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

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

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

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

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

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

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

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

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

(c) in the case of a shift worker—

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

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

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

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

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

(ii) that if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

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

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

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

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

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than—

(a) fifteen minutes as near as practicable to the middle of each morning work period;

(b) ten minutes as near as practicable to the middle of each afternoon work period;

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

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

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

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

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

(b) in the case of any other employee, 10 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 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

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

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

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

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

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

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

(iii) so 'n werknemer minstens 40c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

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

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

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

As daar van 'n werknemer, uitgesonderd 'n skofwerker, vereis word of as hy toegelaat word om op 'n Saterdag te werk, moet die werkgever 'n reistoelae van minstens 30c aan die betrokke werknemer betaal.

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

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

(c) Subklousule (4) geld nie vir 'n bestuurder van 'n motorvoertuig, 'n algemene werker wat op 'n afleweringvoertuig help of 'n skofwerker nie.

(d) Hierdie klousule geld nie vir werknemers wat 'n loon van R3 600 per jaar of meer ontvang nie.

9. OPENBARE VAKANSIEDAE EN SONDAE

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

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

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

(a) die werknemer—

(i) indien hy aldus 'n tydperk van hoogstens vier uur werk, minstens 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.

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

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

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

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

(i) before midday given notice thereof to such employee; or

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

(iii) paid such employee not less than 40c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

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

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

Where an employee, other than a shift worker, is required or permitted to work on a Saturday, his employer shall pay the employee concerned a travelling allowance of not less than 30c.

(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 general worker engaged as a watchman or caretaker: Provided he shall not be required or permitted to work for more than six days consecutively without being granted a day off duty on full pay, provided further that the employer may, in lieu of granting his general worker engaged as a watchman or caretaker any such day off, pay the employee concerned the wage which he would have received if he had not worked on such day plus an amount of not less than his daily wage in respect of such day not granted.

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

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

(d) The provisions of this clause shall not apply to employees in receipt of a wage of R3 600 per annum or over.

9. PUBLIC HOLIDAYS AND SUNDAYS

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

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

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

(a) pay the employee—

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

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

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

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

(6) *Paasaweek*.—Geen werk mag na 13h00 op die dag onmiddellik voor Goëie Vrydag verrig word nie en die werknemers moet die namiddag vry gegee word as 'n halfdag vakansie met besoldiging.

Die werknemers moet vir sodanige namiddag volle besoldiging ontvang ten opsigte van die ure wat gewoonlik op Donderdag-namiddag gewerk word. Waar daar op 'n besoldigde halfdag vakansie met besoldiging gewerk word, moet die werknemers, benewens betaling vir sodanige halfdag vakansie, ook besoldiging teen die oortydtaarif ontvang vir die tyd na 13h00 gewerk.

(7) Hierdie klousule geld nie vir 'n los werknemer of 'n algemene werker wat as 'n wag of oppasser in diens is nie.

10. JAARLIKSE VERLOF

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

(a) in die geval van 'n algemene werker wat as 'n wag of oppasser in diens is, 21 agtereenvolgende kalenderdae verlof;
(b) aan alle ander werknemers, 14 agtereenvolgende kalenderdae verlof;
en moet hy so 'n werknemer ten opsigte van sodanige verlof die volgende betaal:

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

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

Met dien verstande dat, wanneer 'n werknemer op 'n ander grondslag as tyd wat hy werklik gewerk het, besoldig word, sy gewone besoldiging vir die toepassing van hierdie klousule bereken moet word asof hy per uur betaal word, en op enige datum vasgestel moet word deur sy totale besoldiging gedurende die drie maande wat die datum onmiddellik voorafgaan, of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die korste 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 subklousule (3), so toegestaan word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en werknemer skriftelik daartoe 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 ingevolge die Verdedigingswet, 1957;

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

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

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

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

(ii) dat die 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 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

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

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

(6) *Easter week-end*.—No work shall be performed after 13h00 on the day immediately preceding Good Friday and the employees shall be granted the afternoon off as a paid half-holiday.

The employees shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons. Where work is performed on such paid half-holidays the employees shall in addition to payment for such half-holiday, receive payment for time worked after 13h00 at overtime rates.

(7) The provisions of this clause shall not apply to casual employee or a general worker engaged as a watchman or caretaker.

10. ANNUAL LEAVE

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

(a) in the case of a general worker engaged as a watchman or caretaker, 21 consecutive calendar days' leave;

(b) in the case of every other employee, 14 consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

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

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

Provided that for the purposes of this clause, whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

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

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

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

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

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

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

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

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

(4) *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-termy n van 12 maande eindig voordat die verloftydperk opgeloo het wat in subklousule (1) ten opsigte van so 'n termyn voorges kryf is, moet by sodanige diensbeëindiging benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termy n 'n bedrag betaal word van minstens—

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

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

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

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

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

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

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

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

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 19;

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

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

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

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

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Ooreenkoms in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie ingevolge daarvan op 'n tydperk van jaarlikse verlof geregtig word het nie, op die aanvangs-datum 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 inwerking-treding van hierdie Ooreenkoms, en wel op die jongste van die twee datums.

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

(b) 'n Werknemer wat op die sluitingsdatum van 'n bedryfs-inrigting 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 sodanig sluiting van die bedryfsinrigting te begin.

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

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

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

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

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

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

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

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

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

shall not be entitled to any payment by virtue of this sub-clause.

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

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

(a) on leave in terms of this clause;

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

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

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

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training undergone in that year, an employment shall be deemed to commence—

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

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

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

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

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

(9) *Extension of annual leave period*.—An employer shall not be entitled to extend the period of annual leave referred to in subclause (1) of this clause without the prior permission of the Council which may impose such conditions as it might deem fit.

11. VERBOD OP INDIENSNEMING VAN SEKERE PERSONE

(1) *Persone onder die ouderdom van 15 jaar.*—Geen werkgewer 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 klerasierywerheid geregistreer is vir die landdrostdistrikte waarin hierdie Ooreenkoms geld, vir langer as 'n maand in diens neem nie: Met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is nie op—

(a) klerke; of

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

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

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

12. INDIENSNEMING, OORPLASING EN DIENS-BEÏNDIGING

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

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

Geen werkgewer mag 'n werknemer in diens neem wat ingevolge hierdie Ooreenkoms geregtig is op besit van 'n siekefondsbok nie, tensy dié werknemer aan die werkgewer sodanige lidmaatskapboek voorgelê het wat deur die siekefonds van die Kaapse Klerasierywerheid 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 plaas vind, aan die werkgewer genoemde lidmaatskapboek wat deur die Siekefonds uitgereik is, voorlê, en die werkgewer moet in die ruimte wat verskaf is, die datum van diensbeëindiging inskryf en die datum parafeer.

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

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

(3) *Prosedure wanneer werknemer nie 'n diensverslagkaart voorlê nie.*—Die werkgewer moet onmiddellik by indiensneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms deur die voornemende werknemer laat invul en dit aanheg aan die weeklikse opgawe van indiensneming in subklousule (4) hieronder bedoel. Waar die voornemende werknemer nie voorheen in die Klerasierywerheid 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 'n doktersertifikaat ooreenkomstig subklousule (7) gedurende hierdie tydperk voorgelê is.

11. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

(2) *Non-Members of Trade Union.*—No member of the employers' organisation shall give employment for a period of longer than one month to any employee who is not a member of the trade union registered for the clothing industry for the magisterial districts in which this Agreement is operative, provided that the provisions of this subclause shall not apply to—

(a) clerical employees; or

(b) any employee to whom, in the opinion of the Council membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within 30 days of such refusal for exemption from the operation of this section;

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

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

12. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

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

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

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

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

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

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

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

(3) *Procedure when employee does not produce a service card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in subclause (4) hereunder. Where the prospective employee has not previously been employed in the Clothing Industry, the employer shall either not engage the applicant until a medical certificate has been produced in accordance with subclause (7) hereunder or, if he engages the applicant without such certificate, shall not retain the services of such employee for more than four weeks unless, during this period, a medical certificate in accordance with subclause (7) has been produced.

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

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

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

(6) *Skryflike kennis van diensbeëindiging van 'n werknemer moet gegee word.*—Die werkgever moet, wanneer hy kennis van sy voorneme gee om 'n werknemer te ontslaan, sy werknemer skryflike kennis gee in die vorm van Aanhangsel E van hierdie Ooreenkoms (kyk klousule 18).

(7) *Verpligte X-straalondersoeke van nuwe toetreders tot die Nywerheid.*—Niemand wat nie voorheen in die Nywerheid in diens was nie, of wat voorheen ondervinding ooreenkomstig hierdie Ooreenkoms gehad het, maar vir 'n tydperk van een jaar of meer nie in die Nywerheid in diens was, sedert die datum waarop sodanige persoon laas in die Nywerheid in diens was, mag deur 'n werkgever 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 word en moet aan die Sekretaris van die Siekefonds gestuur word ingeval die werknemer deur die werkgever in diens geneem word.

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

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

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

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

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

13. VERSLAGKAARTE, WET EN OOREENKOMS

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

- Fabrieksnummer van werknemer.
- Naam.
- Geslag.
- Adres.
- Ouderdom.
- Beroep.
- Aanvangsdatum.
- Vorige ondervinding.
- Nommer van Blou Diensverslagkaart.
- Aanvangsloon.
- Verhogingsdatums.
- Voorsorgsfondsgroep.
- Datum van aansluiting by Voorsorgsfonds.
- Datum waarop Raad kennis gegee het van eerste aftrekking vir Voorsorgsfonds.
- Naam en adres van benoemde ingevolge Voorsorgsfonds.
- Datum waarop benoemingsvorm aan die Raad gestuur is.

(2) *Toonstelling 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, opplak en opgeplak hou.

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

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

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

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

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

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

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

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

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

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

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

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.
- Name and address of Provident Fund nominee.
- 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) *Tentoonstelling van Fabriekswet en Regulasies.*—Ooreenkomstig die vereistes van die Fabriekswet is dit noodsaaklik dat elke werkgewer 'n kopie van die Wet en die regulasies wat ingevolge daarvan opgestel is in 'n prominente plek wat aan die werknemers wat in die bedryfsinrigting werk goed bekend is en vir hulle maklik toeganklik is, in sy bedryfsinrigting opplak en opgeplak hou.

14. DIENSBEËINDIGING

(1) *Opseggingstermyn.*—Behoudens—

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

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

(c) subklousule (8) van hierdie klousule;

moet 'n werkgewer en sy werknemer, in die geval van 'n werknemer wat weekliks betaal word, minstens een week kennis gee en in die geval van 'n werknemer wat maandeliks betaal word, minstens een maand kennis gee, van sy voorneme om die dienskontrak te beëindig.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMINATION OF EMPLOYMENT

(1) *Period of notice.*—Subject to—

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

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

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

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

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

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

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

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

In 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.

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

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

For the purpose of this subclause any payment which may be due to an employee in terms of subclauses (1), (2) and (3) of clause 10 of this Agreement shall also be regarded as a benefit in the process of accrual.

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

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

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

(6) For the purpose of this clause, a week's notice shall mean a working week of 46 hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon in terms of subclause (3).

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

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

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

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

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

15. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling by Artikel 51 (3) van die Wet en subklousule (2) van hierdie klousule mag die Raad om enige afdoende rede aan of ten opsigte van enige persoon vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet, ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling geld, vasstel: Met dien verstande dat, indien die Raad dit 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 waarop die volgende voorkom:

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

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

16. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 3c per week aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag elke maand, voor of op die 14de dag van elke maand stuur aan die Sekretaris van die Raad, Posbus 1536, Kaapstad.

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

17. VERTEENWOORDIGERS VAN DIE VAKVERENIGINGS IN DIE RAAD

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

18. AGENTE

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

- (a) enige perseel of plek waar die klerasienywerheid beoefen word te eniger tyd binne te gaan, te inspekteer en te ondersoek, wanneer hy rede het om te glo dat enige persoon daarin in diens is;
- (b) elke werkgewer of werknemer wat hy op die perseel of plek aantref, of alleen of in die teenwoordigheid van iemand anders, na goeddunke mondelings te ondervra, ten opsigte van aangeleenthede in verband met hierdie Ooreenkoms en hierdie persone moet die vrae wat gemelde agent aan hulle stel, beantwoord;
- (c) te eis dat enige kennisgewing, boek, lys of ander dokument wat vir opgewedoeleindes gehou, vertoon of opgestel moet word om die bepalings van hierdie Ooreenkoms na te kom aan hom voorgelê word en dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak soos hy geskik ag met die oog op die uitvoering van sy pligte;

(b) an employer working short time shall give like notice to an employee to terminate his contract of employment.

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

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

15. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act and the provisions of subclause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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

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

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

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

16. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 3c per week from the earnings of each of his employees, for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 14th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

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

17. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

18. AGENTS

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

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

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

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

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

19. SIEKTEFONDS

Die bepalinge van klousule 26 van die Hoof-ooreenkoms 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 15de 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 en wat dit nog nie ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms vir hom bindend word, die besonderhede wat in Aanhangel H van hierdie Ooreenkoms gemeld word aan die Sekretaris van die Raad verskaf.

(2) Elke werkgewer moet, ingeval van 'n verandering in die naam waaronder of die adres of adresse waar sake gedoen word, 'n verandering van die vennote of indien die werkgewer 'n maatskappy is, 'n verandering van sy sekretaris of van sy direkteur of bestuurders, of ingeval die werkgewer se boedel gesekwestreer word of, indien die werkgewer 'n maatskappy is, ingeval 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 14 dae na die verandering, sekwestrasie, likwidasië, oordrag, staking, aanskaffing of begin aan die Sekretaris van die Raad 'n skriftelike opgaaf stuur waarin volle besonderhede uiteengesit word van die verandering, sekwestrasie, likwidasië, oordrag, staking, aanskaffing of begin, na gelang van die geval.

Namens die party op hede die 4de dag van November 1975 te Kaapstad onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

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

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

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

19. SICK FUND

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

20. TRADE UNION SUBSCRIPTIONS

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscription, specified in the said written request, to the funds of the trade union, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the 15th of each month immediately succeeding the month during which such deductions were made.

21. REGISTRATION OF EMPLOYERS

(1) Every employer on whom this Agreement is binding and who has not already done so in terms of a previous Agreement, shall within one month of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council the particulars set out in Annexure H to this Agreement.

(2) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company in the name of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within 14 days of the change, sequestration, winding up, transfer, abandonment, acquisition or commencement by means of a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

Signed at Cape Town on behalf of the parties on this Fourth day of November 1975.

A. M. ROSENBERG, Chairman of the Council.

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

G. J. NEL, Secretary of the Council.

AANHANGSEL A

DIENSVERSLAG

Fabrieks No. (i) Soos op No.

Hierby word gesertifiseer dat volgens die registers van die Raad,

Persoonskaart No., van

ondergemelde ondervinding vir verhogingsdoeleindes opgedoen het:
Beroepe:

(i) Klerk in die Nywerheid.....		m.....	d.....
Klerk buite die Nywerheid.....		m.....	d.....
(ii) Sowel Klerasie- as Breiseksies.....		m.....	d.....
(iii) Uitsluitlik Klerasieseksie.....		m.....	d.....
(iv) Uitsluitlik Breiseksie.....		m.....	d.....
(v) Uitsluitlik Dameskousseksie.....		m.....	d.....
(vi) Ander.....		m.....	d.....

en in diens geneem kan word teen 'n loon van indien as 'n.....

in dieseksie in diens geneem.

Medeondertekening van werknemer wat bostaande aanvaar.....

Datum.....

Namens Sekretaris

Voorsorgsfondsbesonderhede

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

(ii) LATERE ONDERVINDING

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

OPMERKING.—By diensaanvaarding moet hierdie kaart oorhandig word aan die werkgewer wat die eerste vier kolomme moet invul en die kaart moet bewaar. By vertrek moet die werkgewer die oorblywende vyf kolomme invul en die kaart aan die werknemer teruggee.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

Aan:

Die Sekretaris
Posbus 1536
Kaapstad

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

AANSOEK OM DIENSVERSLAGKAART VIR WERKNEMER

Familienaam van aansoeker.....
 Voornaam (voluit).....
 Voorheen bekend as.....
 Woonadres.....
 Huidige werkgewer.....

VERKLARING

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

Voorts verklaar ek dat onderstaande my totale ondervinding is vir doeleindes van die Klerasienywerheid (Kaap), met inbegrip van die Brei- en Kousseksies:

(i) Ondervinding in die Klerasienywerheid (in die Raad se regsgebied opgedoen al dan nie): Skryf "NUL" as geen vorige ondervinding van toepassing is nie.

Naam van fabriek	Beroep	Tydperk		Totaal
		Van	Tot	

(ii) Ondervinding buite die Klerasienywerheid opgedoen in die volgende hoedanighede:

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

(Dokumentêre bewys van ondervinding in die Klerasienywerheid opgedoen, moet aangeheg word).

Na my beste wete is hierdie verklaring waar en korrek en weet en verstaan ek dat 'n onjuiste verklaring 'n misdryf is.

.....
 Getuie.....Datum.....Handtekening van aansoeker.....
 (Slegs vir kantoorgebruik van die Raad)
 Berekening van totale ondervinding.....jaar.....maande.....dae.
 Nagegaan deur.....
 No. van diensverslagkaart uitgereik.....Datum.....

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)
 WEEKLIKSE OPGAWES VAN INDIENSNEMINGS EN DIENSBEÏNDIGINGS
 Week geëindig.....

Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Kaap)
Posbus 142
Soutrivier
7925

Werkgewer.....
 Adres.....

DEEL I.—INDIENSNEMINGS

Familie-naam (Nooiens-van moet tussen hakies gemeld word)	Voorname (voluit)	Adres	* Ras	† Geslag	‡ Volwas-sene of jeugdige	Datum van indiens-neming	Ambag of beroep	Loon	Diens- verslag- kaart- nommer	Naam van vorige werkgewer (as daar is)	Sieke- fonds- nommer (as daar is)	Opmerkings

DEEL II.—DIENSBEÏNDIGINGS

Familie-naam (Nooiens-van moet tussen hakies gemeld word)	Voorname (voluit)	Adres	* Ras	† Geslag	‡ Volwas-sene of jeugdige	Datum waarop diens beëindig is	Ambag of beroep	Loon	Diens- verslag- kaart- nommer	Naam van vorige werkgewer (as daar is)	Sieke- fonds- nommer (as daar is)	Opmerkings

(Hierdie opgawe moet in tweevoud voorgelê word)

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

Indien werknemer nie 'n blou diensverslagkaart kan voorlê wat deur die Raad uitgereik is nie, moet 'n aansoekvorm vir die uitreiking daar-van aangeheg word. Indien daar gedurende die week geen indiensenemings of diensbeëindigings was nie, moet 'n "NUL"-opgawe voorgelê word. Ek sertifiseer hiermee dat bogenoemde persone in diens geneem is en/of ontslaan is met ingang van die gespesifiseerde datums.

Handtekening van werkgewer of gemagtigde agent

AANHANGSEL D

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP)

Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Kaap)
Posbus 142
Soutrivier
7925

Naam van fabriek.....

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP

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

Diens- verslag- kaart- nommer	Familienaam (in blokletters)	Voorname (eerste naam voluit)	Geslag	Nooiensvan	Vorige beroep	Loon	Datum van oor- plasing	Nuwe beroep	Loon	Opmerkings

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

Handtekening van werkgewer.....

AANHANGSEL E

KENNISGEWING OM DIENS TE BEÏNDIG

Werkgewer se naam.....

Adres.....

Werknemer se volle naam.....

Fabrieksnummer.....

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

Datum.....

Handtekening van werkgewer.....

Ontvangs erken deur.....

Handtekening van werknemer.....

Datum ontvang.....

(Registrasienommer indien kennisgewing per pos gegee word).....

Datum gepos.....

L.W.—Kyk klousule 18 van die Nywerheidsraadooreenkoms. Kennisgewing word van krag met ingang van die dag waarop die werkweek eindig/of in die geval van maandelikse werknemers, met ingang van die eerste dag van die eersvolgende maand.

WERKNEMER SE KOPIE

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 presies om 08h30 op bogenoemde datum by die Massa-radiografiediens, naby die Tolhek, Chapelstraat, Kaapstad, aanmeld
 en hierdie brief saam met u neem. Indien u laat is, word u bestelling gekanselleer en moet u opnuut 'n bestelling maak.
 Hierdie brief word in die kantoor van die Massa-radiografiediens gestempel en u moet dit na u ondersoek afhaal en dit so gou as moontlik
 aan hierdie firma terugbesorg.

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

STEMPEL VAN MASSA-RADIOGRAFIEDIENS

OPMERKINGS

- (a) Die boonste gedeelte van hierdie vorm moet deur die werkgewer ingevul en aan die voornemende werknemer oorhandig word.
 (b) Die werkgewer moet ook die naam van die firma en dié van die voornemende werknemer op die onderste gedeelte van hierdie vorm
 invul.
 (c) By ontvangs van die ingevulde doktersertifikaat hieronder, moet dit deur die werkgewer aan die Siekefonds van die Klerasienywerheid
 (Kaap), Victoriaweg 350, Soutrivier, gestuur word.
 (Moet deur Massa-radiografiediens afgeskeur word.)

MASSA-RADIOGRAFIEDIENS
KAAPSTAD

VERTROULIK

Reeksnommer.....

Die firma.....

Naam van werknemer.....

Die uitslag van die groot film is bevredigend wat tuberkulose van die longe betref, en ons het bogenoemde werknemer nie nodig vir verdere
 ondersoek nie.

Mediese beampste

AANHANGSEL G

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

Aan:

Die Sekretaris
 Posus 142
 Soutrivier
 7925

Telefoon: 47-2000

Naam van firma.....

Adres.....

Ons sluit hierby ons tjek in ten bedrae van..... R.....
 synde vir:

	Getal werknemers gedurende week geëindig					Totaal	Tarief	Bedrag
							c 3 2	R
Nywerheidsraadheffings.....								
Opleidingsfondsbydraes.....								
Voorsorgs fondsbydraes:								
Groep I.....							13	
Groep II.....							15	
Werknemers se totale bydraes plus werk- gewersbydrae.....							R	
Plus gebeurlikheidsfondsbydraes waar van toepassing.....							c 3	
Plus terugbetalings van behuisinglenings, soos per aangehegte gegewens.....							R	

Kwitansienommer vir kantoorgebruik.....

Naam van firma.....Opgawe vir die maand.....19.....

Siekfondsbydraes	Getal werknemers gedurende week geëindig					Totaal	Tarief	Bedrag
							c 17 18 20 21 22 25 26 27	R
Groep I.....								
Groep II.....								
Groep III.....								
Groep IV.....								
Groep V.....								
Groep VI.....								
Groep VII.....								
Groep VIII.....								
Werknemers se totale bydraes plus werkgewersbydrae.....							R	
Totale bedrag verskuldig.....							R	

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

AANHANGSEL H
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)
REGISTRASIE VAN BESIGHEID

Die Sekretaris-
 Nywerheidsraad vir die Klerasienywerheid (Kaap)
 Posbus 142
 Soutrivier
 7925

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

- (1) Naam waaronder onderneming gedryf word.....
 (2) Adres waar onderneming gedryf word.....
 (3) Aard van onderneming (kort beskrywing bv. "mansklere", is voldoende).....
 (4) Beskrywing, name en adresse van bestuur:

Naam

Adres

Meld: Eienaar, direkteur, bestuurder of sekretaris

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

- (5) Datum waarop onderneming begin is.....

Handtekening van werkgever

ANNEXURE A
RECORD OF EXPERIENCE

Factory No. (i) as at No.

This is to certify that according to the records of the Council.....
 Identity Card No. of

has had the following experience for incremental purposes:

Occupations:

(i) Clerical.....within Industry.....outside Industry	y.....m.....d.
(ii) Common to Clothing and Knitting Sections....	y.....m.....d.
(iii) Exclusive to Clothing Section.....	y.....m.....d.
(iv) Exclusive to Knitting Section.....	y.....m.....d.
(v) Exclusive to Ladies' Hosiery Section.....	y.....m.....d.
(vi) Other.....	y.....m.....d.

Provident Fund Particulars

and may be employed at a wage of.....if employed as a.....

in the.....Section.

Counter-signature of employee accepting the above.....

Date.....

For Secretary

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

(ii) SUBSEQUENT EXPERIENCE

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

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

ANNEXURE B
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

To:
 The Secretary
 P.O. Box 142
 Salt River
 7925

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.....
 Present employer.....

DECLARATION

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

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

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

Name of factory	Occupation	Period		Total
		From	To	

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

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

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

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

Witness

Date

Signature of applicant

(For use of Council office only)

Total assessment of experience years months days

Checked by

No. of Service Record Card issued Date

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 142
Salt River
7925

Employer

Address

PART I.—ENGAGEMENTS

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

PART II.—TERMINATION OF SERVICE

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

(This return is required in DUPLICATE)

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

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

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

Signature of employer of authorised agent

ANNEXURE D
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

The Secretary
Industrial Council for the Clothing Industry (Cape)
P.O. Box 142
Salt River
7925

Name of factory.....

MONTHLY RETURNS OF TRANSFERS IN OCCUPATION

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

Service Record Card No.	Surname (in block letters)	Christian names (first in full)	Sex	Maiden names	Old occupation	Wage	Date of transfer	New occupation	Wage	Remarks

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

Signature of employer.....

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 to terminate your employment, taking effect from:

Date.....

Signature of employer.....

Receipt acknowledged by.....
Signature of employee.....

Date received.....

Registration number if postal notice given.....

Date posted.....

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

EMPLOYEE'S COPY

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 Cape Clothing Industry Sick Fund, 350 Victoria Road, Salt River.
(To 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)
RETURN FOR THE MONTH OF.....19.....

To:
 The Secretary
 P.O. Box 142
 Salt River
 7925
 Telephone: 47-2000

Name of firm.....

Address.....

We enclose cheque for made up as follows..... R.....

	Number of employees during week ending					Total	Rate	Amount
							c	R
Industrial Council Levies.....							3	
Training Fund contributions.....							2	
Provident Fund contributions:								
Group I.....							13	
Group II.....							15	
Employees' total <i>plus</i> employer's contribution.....							R	
Plus: Contingency Fund contributions where applicable.....							3c	
Plus: Housing loan repayments per attached details.....							R	

Office use receipt No.....

Name of firm..... Return for the month of.....19.....

Sick Fund contributions	Number of employees during week ending					Total	Rate	Amount
							c	R
Group I.....							17	
Group II.....							18	
Group III.....							20	
Group IV.....							21	
Group V.....							22	
Group VI.....							25	
Group VII.....							26	
Group VIII.....							27	
Employees' total <i>plus</i> employer's contribution.....							R	
Total amount due.....							R	

This form must be returned to the Council not later than the 14th 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 142
 Salt River
 7925

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

(5) Date of commencement.....

Signature of employer

INHOUD

CONTENTS

<i>No.</i>	<i>Bladsy</i>
Arbeid, Departement van Goewermentskennisgewing	
R. 57. Klerasienywerheid, Kaap: Ooreenkoms vir die Dameskousafdeling	1

<i>No.</i>	<i>Page</i>
Labour, Department of Government Notice	
R. 57. Clothing Industry, Cape: Agreement for the Ladies' Hosiery Division	1

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per

VERSEKERDE PAKKETPOS

en

Geld deur middel van 'n POSORDER of

POSWISSEL.

♦

Stuur u pakkette per lugpos

——dis vinniger!

♦

RAADPLEEG U PLAASLIKE POSMEESTER.

Registered mail carries no insurance.

Send valuables by

INSURED PARCEL POST

and

Money by means of a POSTAL ORDER or

MONEY ORDER.

♦

Use air mail parcel post

——It's quicker!

♦

CONSULT YOUR LOCAL POSTMASTER.

MILITARIA

Militaria is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenis.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronnepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.

MILITARIA

Militaria is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

South Africa's participation in the two World Wars.

Unit histories.

The growth and development of the South African Defence Force.

Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Dierreproduksie en -tegnologie, Dierversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen 50 sent per eksemplaar of R2 per jaar, posvry (buitelands 60 sent per eksemplaar of R2,40 per jaar).

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtinge.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenposes; elke deel bevat tien kleurplate. Intekengeld bedra R1,50 per deel: Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R10; in morocco-leer gebind R14.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, and the Editor is pleased to receive living plants of general interest or of economic value for illustration.

Each part contains 10 plates and costs R1,50 per part. Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R10; morocco binding, R14.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Nege-en-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Diereproduksie en -tegnologie, Diereversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

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