



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3676

REGULATION GAZETTE No. 3676

PRYS (AVB ingesluit) 30c PRICE (GST included)

As 'n Nuusblad by die Poskantoor Geregistreer

BUITELANDS 40c ABROAD

Registered at the Post Office as a Newspaper

POSVRY · POST FREE

Vol. 225

PRETORIA, 2 MAART 1984
MARCH

No. 9100

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 342

2 Maart 1984

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL. — INTREK-
KING VAN GOEWERMENSKENNISGEWINGS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskenisgewings R. 2623, R. 2624, R. 2625 en R. 2626 van 2 Desember 1983, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

P. T. C. DU PLESSIS, Minister van Mannekrag.

No. R. 343

2 Maart 1984

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL.—HOOF-
OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 7 (2) (n), 20, 21 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir alle

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 342

2 March 1984

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—CANCELLA-
TION OF GOVERNMENT NOTICES

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 2623, R. 2624, R. 2625 and R. 2626 of 2 December 1983, with effect from the second Monday after the date of publication of this notice.

P. T. C. DU PLESSIS, Minister of Manpower.

No. R. 343

2 March 1984

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—
MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(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 (a), 2, 7 (2) (n), 20, 21 and 22, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon all employers

ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

HOOFOOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

en die

National Union of Clothing Workers (S.A.)

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid werksaam is;

(b) in die Provinsie Transvaal.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag bepaal, en bly van krag tot 31 Desember 1985 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"appliekknipper" 'n werknemer wat die los rande van stukke materiaal wat op kledingstukke of dele van kledingstukke geborduur is, afknip;

"ambagsman" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, uitgesonderd klein herstelwerkies of regstellings aan masjinerie of installasies of klein herstelwerkies aan of opknapping van geboue en uitgesonderd 'n masjiendryfbandbevestiging en onderhoudsassistente in klousule 4 (1) (h) van hierdie Ooreenkoms bedoel, en by die toepassing van hierdie omskrywing beteken "geskoolde ambagsman" iemand wat 'n vakleerlingkontrak voltooi het of geag word dit te voltooi het in 'n ambag wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te gewees het, of wat in besit is van 'n sertifikaat aan hom uitgereik of wat geag word aan hom uitgereik te gewees het deur die Registrateur van Mannekragopleiding en wat ambagsmanstatus aan hom verleen kragtens genoemde Wet, en alle ander werknemers wat werk verrig wat gewoonlik deur 'n ambagsman verrig word behalwe waar uitdruklik anders bepaal;

"ryger" 'n werknemer wat handnaaldwerk verrig by die regsit van 'n baadjie of dele daarvan voordat ander werksaamhede verrig word, en/of voerings opryg, d.w.s. voerings van baadjies met die hand in hul plekke vaswerk voor die aanmekeerwerk van kantnate, en omvat dit 'n werknemer wat buiterygwerk doen;

"kralerwerk" die aanwerk, met naald en garing, van krale, blinkers of ander soortgelyke artikels aan 'n kledingstuk vir die versiering van so 'n kledingstuk;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal;

"onderbaas" 'n werknemer wat onder toesig van 'n voorman of toesighouer aan die hoof staan van parsers en/of algemene werkers;

"nasiener" 'n werknemer wat onvoltooide of voltooide kledingstukke of dele daarvan vir foute nagaan;

"uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of 'n masjien uitsny, en omvat dit 'n hersnyer;

"perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel sny deur 'n meganiese of hidrouliese pers te gebruik;

and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

MAIN AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

and the

National Union of Clothing Workers (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry, and by all employees who are members of the trade unions and who are employed in that industry;

(b) in the Province of the Transvaal.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower and shall remain in operation until 31 December 1985, or for such period or periods as may be determined by him.

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

"applique cutter" means an employee who cuts off the loose edges of pieces of material which have been embroidered onto garments or parts of garments;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings and other than a machine belt fixer and maintenance assistant referred to in clause 4 (1) (h) of this Agreement, and for the purposes of this definition the expression "skilled artisan" means a person who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring on him artisan status in terms of that Act and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided;

"baster" means an employee engaged in hand-sewing in setting a coat or parts of a coat into position preparatory to other operations, and/or in underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams, and includes an employee engaged on outbasting;

"beading" means the application by means of needle and thread of beads, sequins or other similar articles to a garment for the ornamentation of such garment;

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

"chargehand" means an employee who, under the supervision of a foreman or supervisor, is in charge of pressers and/or general workers;

"checker" means an employee who examines the incompleting and/or completed garments for flaws;

"chopper out" means an employee engaged in cutting out garments or parts of garments by hand or machine from one or more layers of material and includes a re-cutter;

"clicker" means an employee who cuts parts of garments from dies, using a mechanical or hydraulic press;

"kleedkamertoesighouer" 'n werknemer wat in beheer is van 'n kleedkamer waarin 'n werknemer hom kan verkleed of sy klere kan bêre, of van sluitkaste waarin 'n werknemer sy persoonlike besittings kan bêre, en wat toesig kan hou oor die skoonmaak van die kamier en die skoonmaak en gebruik van toilette;

"Klerasiennywerheid" of "Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke volgens bestelling van 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Vervoerdienste of plaaslike owerhede, maar omvat dit nie kleremakery-op-maat en die vervaardiging van klere wat van pels of velle gemaak word nie.

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en wat geag word kragtens die Wet op Arbeidsverhoudinge, 1956, geregistreer te wees;

"snyer" 'n werknemer wat, met die hulp van 'n enkele patroon, dele van gebreide kledingstukke uit een of meer lae materiaal met die hand of 'n masjien uitsny, maar omvat dit nie 'n hersnyer nie;

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

"versendingsverpakker" 'n werknemer wat uitsluitlik of hoofsaaklik werksaam is by die opmaak van bestellings en/of pakkies en/of bale om dit gereed te hê vir versending;

"drywer van 'n afleweringmotorvoertuig" 'n drywer van 'n vier- of meerwielmotorvoertuig wat gebruik word vir die aflewering van goedere maar omvat dit nie 'n deeltydse motorvoertuigdrywer nie;

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

"ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Klerasiennywerheid en/of die Kleremakery-op-maat-nywerheid en/of private kleremakery werksaam was in 'n hoedanigheid of hoedanighede ten opsigte waarvan lene in klousule 4 van hierdie Ooreenkoms voorgeskryf word, en sodanige ondervinding word in elke dienskontrak geag aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werk-gewer in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in 'n halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van dié halfjaar gehad het, geag word die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge klousule 14 (1) (e) geag word ondervinding te wees slegs indien die dienskontrak bekragtig word: Voorts met dien verstande dat 'n leerlingnaaimasjienwerker wat die opleidingskursus vir naaimasjienwerkers by die Opleidingsraad vir die Klerasiennywerheid met welslae voltooi het by voorlegging van skriftelike bewys daarvan met ses maande ondervinding gekrediteer moet word, en dat 'n leerlingpatroonmaker en/of -patroongradeerder wat 'n tweejaaropleidingskursus van die Opleidingsraad vir die Klerasiennywerheid met welslae voltooi het, by voorlegging van skriftelike bewys daarvan met 12 maande ondervinding gekrediteer moet word;

"fabrieksklerk" 'n werknemer in diens in die produksie-afdeling van die fabriek en wat uitsluitlik of hoofsaaklik bywonings- en/of produksiegegevens aanteken, d.w.s. gegevens wat verdere verwerking deur kantoorpersoneel vereis;

"sierlaswerk" die aaneenvoeging van twee stukke materiaal langs mekaar deur middel van siersteke;

"platstikwerk" die proses waardeur die een kant van die materiaal oor die ander een gevou word en op so 'n manier platgestik word dat die steke nie aan die ander kant sigbaar is nie;

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

Stopsels of watte in die skouers van baadjies sit; moukoppe vaswerk of omkap; watte in die moukoppe sit; sybelegels wat alreeds in posisie geryg is, platstik; knoopsgate met die hand maak; die voerings van moukoppe met die hand platstik;

"saampasser" 'n werknemer werksaam in die snykamer, wat die buitekante van kledingstukke saamvat met die uitgesnyde voerings (opmaaksels genoem) en die binne- en buitekante noukeurig aanmekeer pas, sodat die dele na die masjien kan gaan om reg aanmekeer gewerk te word;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n fabriek en beheer oor sulke werknemers uitoefen, wat daarvoor verantwoordelik is om sodanige werknemers in diens te neem of te ontslaan en wat moet toesien dat hulle hul werk deeglik doen;

"ramer" 'n werknemer wat 'n stuk materiaal of 'n gedeelte van 'n kledingstuk in 'n raam sit voordat dit geborduurd word;

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

"cloakroom supervisor" means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects, and who may supervise the cleaning of the room and the cleaning and use of the toilets;

"Clothing Industry" or "Industry" means dressmaking, the making of all classes of outer and undergarments, including nightwear, and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to the order of any Government department or provincial administration, the South African Transport Services or local authorities, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

"Council" means the Industrial Council for the Clothing Industry (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Labour Relations Act, 1956;

"cutter" means an employee who, with the aid of a single pattern, cuts by hand or machine parts of knitted garments from one or more layers of material, but excludes a re-cutter;

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

"despatch packer" means an employee who is wholly or mainly engaged in the making up of orders and/or parcels and/or bales in readiness for despatch;

"driver of a delivery motor vehicle" means a driver of a four- or morewheeled motor vehicle used for the delivery of goods, but excludes a part-time motor vehicle driver;

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in clause 4 of this Agreement, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year, shall be deemed to have been in employment for the whole half-year: Provided further that the trial period of an employee in terms of clause 14 (1) (e) shall be deemed to be experience only if the contract of service is confirmed: Provided further that any learner sewing machinist who has successfully completed the sewing machinist training course at the Clothing Industry Training Board shall be credited with six months' experience on production of written evidence thereof, and that a learner pattern maker and/or grader who has successfully completed a two-year course of the Clothing Industry Training Board, shall be credited with 12 months' experience on production of written evidence thereof;

"factory clerk" means an employee who is employed in the production area of the factory and who is wholly or mainly employed in the recording of attendance and/or production data, which data may require further processing by office administration;

"fagotting" means the joining of two pieces of cloth side by side by means of ornamental stitches;

"felling" means the operation of folding one end of the fabric over the other and sewing it down in such a manner that the stitching does not appear in the other;

"finisher" means an employee who performs one or more of the following operations by hand:

Putting pads or wadding into shoulders of coats; fastening or serging sleeveheads; wadding sleeveheads; felling silk facings already basted into position; making buttonholes by hand; felling sleevehead linings by hand;

"fitter-up" means an employee engaged in the cutting room who takes the outsides of garments together with the cut-out linings (called trimmings) and adjusts the outsides and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

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

"framer" means an employee who inserts a piece of cloth or part of a garment into a frame preparatory to the embroidering thereof;

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

Skoonmaak, d.w.s. ente van garingdrade met 'n masjien of met die hand afsny of afknip, en/of kolle of merke van materiaal of kledingstukke verwyder; opvou; sorteer; voltooi kledingstukke vas-speld; stempel- en merkwerk verrig; halse met die hand of met 'n masjien fatsoeneer; patenteomdoopwerk doen; versiersels (wat nie uit stuk-goedere bestaan nie) volgens 'n bepaalde lengte of fatsoen met die hand sny; outomatiese rol- of vormperse voer of goedere daarvan verwyder; rygwerk uittrek; inseping; moue of broeke omdop; volgens patroonplaat afmerk en volgens fatsoen sny, uitgesonderd die werksaamhede wat deur 'n "fatsoeneerder volgens patroonplaat" verrig word; versiersels afmerk; etikette aanbring met 'n ander masjien as 'n masjien wat 'n naald en garing gebruik; tee of dergelyke drank berei; of kledingstukke of dele van kledingstukke van een plek na 'n ander een in 'n bedryfsinrigting dra;

"halfjaar" die tydperk van ses maande wat op die eerste dag van Januarie of Julie begin;

"uurloon", in die geval van 'n werknemer, die weekloon, gedeel deur die getal gewone werkure per week wat vir 'n werknemer van sy klas voorgeskryf word;

"fynstopper" 'n werknemer wat breifoute in kledingstukke of gedeeltes van kledingstukke herstel;

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

Persele, uitrustings, masjiene, voertuie, gereedskap, werktuie of gerei, of ander artikels as kledingstukke skoonmaak; goedere laai of aflaai; goedere dra, verskuif of opstapel; boodskappe aflewer; vuurmaak of vure aan die gang hou of afval of as verwyder; rubberoplossings meng; aflewering met 'n twee- of driewiel fiets;

"laagopleër" 'n werknemer wat materiaal in een of meer lae op die snytafel rangskik, en dit kan ook die werk insluit om ente oop te sny;

"leerling", in die geval van 'n werknemer in klousule 4 (1) (a), (b) en (k) (i) bedoel, 'n werknemer met minder as nege halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (d) bedoel, 'n werknemer met minder as ses halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (c) en (f) bedoel, 'n werknemer met minder as vyf halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (k) (ii) bedoel, 'n werknemer met minder as drie halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (i) bedoel, 'n werknemer met minder as twee halfjare ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minder as vier halfjare ondervinding;

"masjienwagter" 'n werknemer wat 'n meerkoppige masjien of masjiene bedien;

"onderhoudsassistente" 'n werknemer wat naaimasjiene olie, smeer en skoonmaak en wat verstellings kan doen of onderdele vervang van naaimasjiene of ander uitrustings wat regstreeks by die vervaardiging van die produkte van die bedryfsinrigting gebruik word, soos byvoorbeeld kettinghake, voetstukke, voerstywe, naaldplate, spanningkontroles, spanvere, drukvoete, drukvoethefbome, skientjies van grendelbalkie-en knooppaanwerkmassjiene, en lusvormers op masjiene;

"afmerker" 'n werknemer wat patrone op kledingstof of ander materiaal afmerk, asook 'n werknemer wat die prototipe merkers maak;

"merk" die plekke vir sakke, knope, knoopsgate, lussies, drukknoppe, pylate, some en omslae in diesmeerk merk voordat verdere werksaamhede verrig word;

"werktuigkundige" 'n werknemer (uitgesonderd 'n ambagsman, masjienbandbevestiger en/of onderhoudsassistente) wat uitsluitlik of hoofsaaklik herstellwerk doen of verstellings aanbring aan masjinerie of uitrustings wat regstreeks gebruik word by die vervaardiging van die produkte van die bedryfsinrigting;

"deeltydse motorvoertuigdrywer" 'n werknemer wat 'n voertuig hoogstens drie uur altesaam op 'n dag dryf, en vir die toepassing van hierdie omskrywing omvat " 'n motorvoertuig dryf" alle tye wat daar gedryf word, asook tyd deur die drywer bestee terwyl hy vir die voertuig verantwoordelik is of werk in verband met die voertuig of die vrag verrig;

"omdoopwerk" rande van kraagbelegsele, gordels, bande, mansjette, lussies, sakke en/of klappe met die hand of 'n masjien omdop, en kledingstukke of dele daarvan omdop;

"patroongradeerder" 'n werknemer wat patrone volgens verskillende groottegradeer en bykomstige patrone volgens 'n hoofpatroon maak;

"patroonmaker" 'n werknemer wat hoofpatrone en/of patrone ontwerp en/of maak;

"stukwerk" 'n stelsel, uitgesonderd taakwerk, waarvolgens die besoldiging bereken word volgens die hoeveelheid of omvang van gedane werk;

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

Kruisvoerings in broeke platstik; some platstik; vaste omslae vasheg; lyfbandvoerings of dele daarvan platstik; hakies in broekbande vaswerk en verskillende bykomstige naaldwerkies doen; halse, skouers of mousgate van onderbaadjies platstik; kraagomslae of lapelle opstop; houbande vaswerk; randhoubande vaswerk en bykomstige naaldwerkies doen; knope aanwerk; some van voerings of nate daarvan wat reeds vasgeryg is, platstik; omboorsels platstik, hanglussies maak en aanwerk; seildoekvoerings maak; rygwerk en alle ander handnaaldwerk wat nie elders gespesifiseer word nie;

Cleaning, i.e. cutting or nipping off threads by machine or hand and/or removing spots or marks from materials or garments; folding; sorting; pinning of finished garments; stamping; marking; sloping by hand or machine; patent turning; cutting by hand of any trimming (not being piece goods) to a given length or shape; feeding into or taking out of automatic roller or form presses; pulling out bastings; soaping; turning sleeves or trousers inside out; marking by template and cutting to shape, excluding the operations performed by a "shaper by template"; marking of trimmings; labelling by machine other than a machine using needle and thread; making tea or similar beverages; or carrying garments or parts of garments from one place to another within an establishment;

"half-year" means the six-monthly period commencing on the first day of January or July;

"hourly wage" means, in the case of an employee, the weekly wage, divided by the number of ordinary hours of work per week prescribed for an employee of his class;

"invisible mender" means an employee who is engaged in repairing knitting faults in garments or parts of garments;

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

Cleaning premises, plant, machines, vehicles, tools, utensils or articles other than garments; loading or unloading goods; carrying, moving or stacking goods; carrying messages; making or maintaining fires or removing refuse or ashes; mixing rubber solutions; delivering by means of a bicycle or tricycle;

"layer-up" means an employee who is engaged in the laying of material in one or more thicknesses on the cutting tables and may include the duty of slitting the ends;

"learner" means, in the case of an employee referred to in clause 4 (1) (a), (b) and (k) (i), an employee who has had less than nine half-years' experience; in the case of an employee referred to in clause 4 (1) (d), an employee who has had less than six half-years' experience; in the case of an employee referred to in clause 4 (1) (c) and (f), an employee who has had less than five half-years' experience; in the case of an employee referred to in clause 4 (1) (k) (ii), an employee who has had less than three half-years' experience; in the case of an employee referred to in clause 4 (1) (i), an employee who has had less than two half-years' experience; and in the case of all other employees, an employee who has had less than four half-years' experience;

"machine minder" means an employee who operates a multihead machine or machines;

"maintenance assistant" means an employee who is engaged in the oiling, greasing and cleaning of sewing machines, and who may make adjustments or replace parts to sewing machines or other equipment used directly in the manufacture of the products of the establishment, such as chain hooks, bases, feed dogs, throat plates, tension controls, tension springs, presser feet, lifters, shuttles on bar-tack and button sew-on machines, and loopers on machines;

"marker-in" means an employee who is engaged on marking-in patterns on cloth or any material, and includes an employee who makes the prototype markers;

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

"mechanic" means an employee (other than an artisan, machine belt fixer and/or maintenance assistant) who is wholly or mainly engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of the products of the establishment;

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

"patent turning" means the turning out or over of the edges of collar facings, belts, bands, cuffs, tabs, pockets and/or flaps by hand or machine and the turning of garments or parts thereof inside out;

"pattern grader" means an employee who grades patterns to various sizes and makes ancillary patterns to a master pattern;

"pattern maker" means an employee engaged in designing and/or making master patterns and/or patterns;

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

"plain sewer" means an employee performing one or more of the following operations by hand:

Felling crutch linings in trousers; felling hems; fastening permanent turn-ups; felling waist band linings or parts thereof; fastening catches in tops of trousers and various odds and ends of sewing; felling necks, shoulders or armholes of waistcoats; paddling collars or lapels; putting on bridles; fastening edgestays and odds and ends of sewing; sewing on buttons; felling hems of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; canvases; tacking; and all hand-sewing not elsewhere specified;

"plooiwerk" die insit van plooië of permanente voue in die uitgesnyde dele van 'n romp of rompedeelte van 'n rok;

"premie", sonder om die gewone betekenis van die uitdrukking enigens te beperk, vergoeding van watter aard ook al wat in ruil vir die opleiding van 'n werknemer gegee word;

"gekwalifiseerde werknemer", in die geval van 'n werknemer in klousule 4 (1) (a), en (k) (i) bedoel, 'n werknemer met minstens nege halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (d) bedoel, 'n werknemer met minstens ses halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (c) en (f) bedoel, 'n werknemer met minstens vyf halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (k) (ii) bedoel, 'n werknemer met minstens drie halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (i) bedoel, 'n werknemer met minstens twee halfjare ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minstens vier halfjare ondervinding;

"hershwyer" 'n werknemer wat materiaal uitsny en/of afmerk om beskadigde of vermiste dele van 'n kledingstuk te vervang;

"monstermasjienwerker" 'n werknemer wat prototipekledingstukke volledig met 'n masjien maak maar nie patente masjienwerk doen nie;

"bromponiedrywer" 'n drywer van 'n drie- of tweewielmotorvoertuig wat vir die aflewering van goedere gebruik word;

"groepleier" of "spanleier" 'n werknemer, uitgesonderd 'n onderbaas, in 'n groep of span wat in die algemeen verantwoordelik is vir die werk uitgevoer deur die werknemers waaruit so 'n groep of span bestaan;

"groep" of "span" 'n groep van drie of meer werknemers wat werksaamhede stuksegewys verrig in verband met die opmaak van kledingstukke;

"naaimasjienwerker" 'n werknemer wat 'n naaimasjien bedien wat 'n naald en gare gebruik;

"fatsoeneerder" 'n werknemer wat ontwerpe van lapelle en krae van baadjies met die hand fatsoeneer voordat die voerings vooropgerig word, maar omvat dit nie ook uitsny met die hand nie;

"fatsoeneerder volgens patroonplaat" 'n werknemer, uitgesonderd 'n "fatsoeneerder", wat krae, lapelle en/of die voorpante van baadjies en/of jasse vir dames, mans en kinders volgens 'n patroonplaat afmerk en dan sny;

"korttyd" 'n tydelike vermindering van die getal werkure van 'n werknemer in 'n bepaalde week wat minder is as die getal ure voorgeskryf vir 'n werknemer van sy klas of die tydelike staking van werksaamhede, weens die vereistes van die bedryfsinrigting, bv. 'n tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;

"halsfatsoenering" die vorm van halse van hemde en onderklere merk en/of uitknip;

"sorteer" kledingstukke of dele van kledingstukke soos dit vir verskillende werksaamhede nodig is, sorteer;

"stempel" die groottes, uitken- of werknommers of ander besonderhede op kledingstukke of dele van kledingstukke en/of etikette stempel;

"toesighouer" 'n werknemer wat onder toesig daarvoor verantwoordelik is dat die werknemers of 'n seksie van die werknemers in 'n fabriek hul werksaamhede op 'n deeglike wyse verrig, maar omvat dit nie ook 'n onderbaas, groep- of spanleier nie;

"taakwerk" die opdrag van die werkgever of sy verteenwoordiger aan 'n werknemer om 'n bepaalde getal kledingstukke of dele van kledingstukke binne 'n vasgestelde tydperk te maak;

"natrekker en/of merker" 'n werknemer wat met poeierkryt of soortgelyke materiaal die belyning van 'n patroon op kledingstof afmerk of natrek met behulp van 'n geperforeerde snylaagmerker;

"voorparser" 'n werknemer wat nate, voerings, onafgewerkte gedeeltes van kledingstukke en/of onafgewerkte kledingstukke pars, of wat parswerk kan doen wat gepaard gaan met verdere masjienwerk;

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

"loon" daardie gedeelte van die besoldiging, uitgesonderd die bywoningstoelae betaal ingevolge klousule 4 (6) en die bonus verdien ingevolge klousule 5 van hierdie Ooreenkoms, wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 9 van hierdie Ooreenkoms bepaal;

"wag" 'n werknemer wat eiendom bewaak en/of persele patrolleer;

"week" 'n tydperk van vyf werkdag;

"werkdag" 'n dag waarop werk gewoonlik in die Nywerheid verrig word.

"pleating" means the insertion of pleats or permanent folds into the cut-out parts of a skirt or skirt portion of a dress;

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

"qualified employee" means, in the case of an employee referred to in clause 4 (1) (a), (b) and (k) (i), an employee who has had not less than nine half-years' experience; in the case of an employee referred to in clause 4 (1) (d), an employee who has had not less than six half-years' experience; in the case of an employee referred to in clause 4 (1) (c) and (f), an employee who has had not less than five half-years' experience; in the case of an employee referred to in clause 4 (1) (k) (ii), an employee who has had not less than three half-years' experience; in the case of an employee referred to in clause 4 (1) (i), an employee who has had not less than two half-years' experience; and in the case of all other employees, an employee who has had not less than four half-years' experience;

"re-cutter" means an employee who is engaged in the cutting out and/or marking-in of materials for replacing damaged or missing parts of a garment;

"sample machinist" means an employee who completely machines prototype garments, other than patent machining;

"scooter driver" means a driver of a three- or two-wheeled motor vehicle used for the delivery of goods;

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

"set" or "team" means a group of employees numbering three or more engaged in performing sectional operations in the making up of garments;

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

"shaper" means an employee engaged on shaping by hand designs of lapels and collars of coats preparatory to underbasting, but does not include trimming by hand;

"shaper by template" means an employee, other than a "shaper", engaged on marking by template and cutting to shape of collars, lapels and/or fronts of ladies', men's and children's jackets and/or coats;

"short-time" means a temporary reduction in the number of working hours of any employee in any one week below the number of hours prescribed for an employee of his class or temporary cessation of work by reason of the exigencies of the business, e.g. shortage of material or orders or the necessities of stock-taking;

"sloping" means the marking and/or trimming of the shapes of the necks of shirts and underwear;

"sorting" means the sorting out of garments or parts of garments as required for various operations;

"stamping" means the stamping of sizes, identity or work numbers or other details on garments or parts of garments and/or labels;

"supervisor" means an employee who under supervision is responsible for the efficient performance of the duties of the employees or a section of the employees in a factory, but does not include a chargehand, set or team leader;

"task-work" means the setting by an employer or his representatives to any employee of a definite number of garments or portions of garments, to be made by such employee in a specified time;

"tracer and/or marker" means an employee who, with powdered chalk or other similar material, marks or traces with the aid of a perforated lay marker the outlines of a pattern onto the cloth material;

"under-presser" means an employee who is engaged in pressing seams, linings, unfinished parts of garments and/or unfinished garments, or who may be engaged in any pressing operations incidental to further machining operations;

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

"wage" means the portion of the remuneration, excluding the attendance allowance paid in terms of clause 4 (6) and the bonus earned in terms of clause 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in clause 9 of this Agreement.

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

"week" means a period of five working days;

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

4. LONE

(1) Behoudens subklousules (2) (a), (3), (5) en (6) van hierdie klousule en klousules 6, 7 en 17, moet ondergenoemde minimum lone per week aan ondergenoemde klasse werknemers betaal word:

(a) Werknemers wat patrone maak en/of gradeer:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	114,10
Vanaf 1 Julie 1984 tot 31 Desember 1984	121,70
Vanaf 1 Januarie 1985 tot 30 Junie 1985	129,30
Daarna	136,90

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	43,60
Derde halfjaar ondervinding	51,20
Vierde halfjaar ondervinding	58,80
Vyfde halfjaar ondervinding	66,40
Sesde halfjaar ondervinding	74,00
Sewende halfjaar ondervinding	81,60
Agtste halfjaar ondervinding	89,20
Negende halfjaar ondervinding	96,80

Daarna, soos vir gekwalifiseerde werknemer.

(b) Afmerker:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	94,30
Vanaf 1 Julie 1984 tot 31 Desember 1984	100,60
Vanaf 1 Januarie 1985 tot 30 Junie 1985	106,90
Daarna	113,20

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	42,30
Derde halfjaar ondervinding	48,60
Vierde halfjaar ondervinding	54,90
Vyfde halfjaar ondervinding	61,20
Sesde halfjaar ondervinding	67,50
Sewende halfjaar ondervinding	73,80
Agtste halfjaar ondervinding	80,10
Negende halfjaar ondervinding	86,40

Daarna, soos vir gekwalifiseerde werknemer.

(c) Handparser van damesjasse en/of -kostuumbaadjies:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	62,15
Vanaf 1 Julie 1984 tot 31 Desember 1984	66,30
Vanaf 1 Januarie 1985 tot 30 Junie 1985	70,45
Daarna	74,60

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	40,15
Derde halfjaar ondervinding	44,30
Vierde halfjaar ondervinding	48,45
Vyfde halfjaar ondervinding	52,60

Daarna, soos vir gekwalifiseerde werknemer.

(d) Naaimasjienwerker wat moue insit, mans- en damesnyersbaadjies en -oorjasse omstik; ryger; fatsoeneerder; saampasser:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	74,45
Vanaf 1 Julie 1984 tot 31 Desember 1984	79,40
Vanaf 1 Januarie 1985 tot 30 Junie 1985	84,35
Daarna	89,30

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	40,95
Derde halfjaar ondervinding	45,90
Vierde halfjaar ondervinding	50,85
Vyfde halfjaar ondervinding	55,80
Sesde halfjaar ondervinding	60,75

Daarna, soos vir gekwalifiseerde werknemer.

4. WAGES

(1) Subject to the provisions of subclauses (2) (a), (3), (5) and (6) of this clause and of clauses 6, 7 and 17, the following minimum weekly wages shall be paid to the undermentioned classes of employees:

(a) Employees engaged on making and/or grading patterns:

	Per week R
Qualified employee:	
Up to 30 June 1984	114,10
From 1 July 1984 to 31 December 1984	121,70
From 1 January 1985 to 30 June 1985	129,30
Thereafter	136,90

Learners:

First half-year of experience	36,00
Second half-year of experience	43,60
Third half-year of experience	51,20
Fourth half-year of experience	58,80
Fifth half-year of experience	66,40
Sixth half-year of experience	74,00
Seventh half-year of experience	81,60
Eighth half-year of experience	89,20
Ninth half-year of experience	96,80

Thereafter, as for qualified employee.

(b) Marker-in:

	Per week R
Qualified employee:	
Up to 30 June 1984	94,30
From 1 July 1984 to 31 December 1984	100,60
From 1 January 1985 to 30 June 1985	106,90
Thereafter	113,20

Learners:

First half-year of experience	36,00
Second half-year of experience	42,30
Third half-year of experience	48,60
Fourth half-year of experience	54,90
Fifth half-year of experience	61,20
Sixth half-year of experience	67,50
Seventh half-year of experience	73,80
Eighth half-year of experience	80,10
Ninth half-year of experience	86,40

Thereafter, as for qualified employee.

(c) Presser by hand of women's overcoats and/or jackets of costumes:

	Per week R
Qualified employee:	
Up to 30 June 1984	62,15
From 1 July 1984 to 31 December 1984	66,30
From 1 January 1985 to 30 June 1985	70,45
Thereafter	74,60

Learners:

First half-year of experience	36,00
Second half-year of experience	40,15
Third half-year of experience	44,30
Fourth half-year of experience	48,45
Fifth half-year of experience	52,60

Thereafter, as for qualified employee.

(d) Sewing machinist engaged in setting in sleeves, sewing round men's and ladies' tailored coats and overcoats, baster, shaper, fitter-up:

	Per week R
Qualified employee:	
Up to 30 June 1984	74,45
From 1 July 1984 to 31 December 1984	79,40
From 1 January 1985 to 30 June 1985	84,35
Thereafter	89,30

Learners:

First half-year of experience	36,00
Second half-year of experience	40,95
Third half-year of experience	45,90
Fourth half-year of experience	50,85
Fifth half-year of experience	55,80
Sixth half-year of experience	60,75

Thereafter, as for qualified employee.

(e) Naaimasjienwerker, uitgesonderd 'n naaimasjienwerker in paragraaf (d) van hierdie klousule bedoel; afwerker; masjienwagter; bediener van 'n kettel-, omkap-en/of naaststikmasjien; 'n werknemer wat fynstopwerk, borduurwerk, sierlaswerk, kraalwerk en/of plooiwerk met die hand verrig:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	52,50
Vanaf 1 Julie 1984 tot 31 Desember 1984	56,00
Vanaf 1 Januarie 1985 tot 30 Junie 1985	59,50
Daarna	63,00

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	39,50
Derde halfjaar ondervinding	43,00
Vierde halfjaar ondervinding	46,50

Daarna soos vir gekwalifiseerde werknemer.

(f) Uitsnyer, snyer en/of hersnyer:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	66,45
Vanaf 1 Julie 1984 tot 31 Desember 1984	70,90
Vanaf 1 Januarie 1985 tot 30 Junie 1985	75,35
Daarna	79,80

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	42,10
Derde halfjaar ondervinding	48,20
Vierde halfjaar ondervinding	54,30
Vyfde halfjaar ondervinding	60,40

Daarna, soos vir gekwalifiseerde werknemer.

(g) Parser van klere, uitgesonderd 'n handparser van damesjasse en/of -kostuumbaadjies; en uitgesonderd 'n parser van hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breiware, voorskote, oorklere en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooi:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	56,25
Vanaf 1 Julie 1984 tot 31 Desember 1984	60,00
Vanaf 1 Januarie 1985 tot 30 Junie 1985	63,75
Daarna	67,50

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	39,75
Derde halfjaar ondervinding	43,50
Vierde halfjaar ondervinding	47,25

Daarna, soos vir gekwalifiseerde werknemer.

(h) Ander parsers nie elders in hierdie klousule genoem nie; voorparser; masjien-dryfbandbevestigter; onderhoudsassistent; laagopleër; gewone naaldwerker; bediener van 'n knoopoortrek-, ritsvasstik- en/of plooi-masjien; 'n werknemer wat boordjies trubeniseer en/of 'n perssnyer; en 'n fatsoeneerder volgens patroonplaat:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	43,95
Vanaf 1 Julie 1984 tot 31 Desember 1984	46,90
Vanaf 1 Januarie 1985 tot 30 Junie 1985	49,85
Daarna	52,80

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	38,00
Derde halfjaar ondervinding	40,00
Vierde halfjaar ondervinding	42,00

Daarna, soos vir gekwalifiseerde werknemer.

(i) Algemene werker; appliekknipper; natrekker en/of merker; en/of ramer:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1984	39,65
Vanaf 1 Julie 1984 tot 31 Desember 1984	42,30
Vanaf 1 Januarie 1985 tot 30 Junie 1985	44,95
Daarna	47,60

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	37,85

Daarna, soos vir gekwalifiseerde werknemer.

(e) Sewing machinist, other than a sewing machinist referred to in paragraph (d) of this subclause; finisher, machine minder, operator of a linking, overlooking and/or seaming machine; an invisible mender, embroidering, fagotting, beading and/or pleating by hand:

	Per week R
Qualified employee:	
Up to 30 June 1984	52,50
From 1 July 1984 to 31 December 1984	56,00
From 1 January 1985 to 30 June 1985	59,50
Thereafter	63,00

Learners:

First half-year of experience	36,00
Second half-year of experience	39,50
Third half-year of experience	43,00
Fourth half-year of experience	46,50
Thereafter, as for qualified employee.	

(f) Chopper-out, cutter and/or re-cutter:

	Per week R
Qualified employee:	
Up to 30 June 1984	66,45
From 1 July 1984 to 31 December 1984	70,90
From 1 January 1985 to 30 June 1985	75,35
Thereafter	79,80

Learners:

First half-year of experience	36,00
Second half-year of experience	42,10
Third half-year of experience	48,20
Fourth half-year of experience	54,30
Fifth half-year of experience	60,40
Thereafter, as for qualified employee.	

(g) Presser of garments, other than a presser by hand of women's overcoats and/or jackets of costumes, and other than presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and handmade pleats:

	Per week R
Qualified employee:	
Up to 30 June 1984	56,25
From 1 July 1984 to 31 December 1984	60,00
From 1 January 1985 to 30 June 1985	63,75
Thereafter	67,50

Learners:

First half-year of experience	36,00
Second half-year of experience	39,75
Third half-year of experience	43,50
Fourth half-year of experience	47,25
Thereafter, as for qualified employee.	

(h) Other pressers not provided for elsewhere in this clause; underpresser; machine belt fixer; maintenance assistant; layer-up; plain sewer; operator of a button covering, zip tacking and/or pleating machine; and an employee engaged on the trubenizing of collars and/or clicker, and a shaper by template:

	Per week R
Qualified employee:	
Up to 30 June 1984	43,95
From 1 July 1984 to 31 December 1984	46,90
From 1 January 1985 to 30 June 1985	49,85
Thereafter	52,80

Learners:

First half-year of experience	36,00
Second half-year of experience	38,00
Third half-year of experience	40,00
Fourth half-year of experience	42,00
Thereafter, as for qualified employee.	

(i) General worker; applique cutter; tracer and/or marker; and/or framer:

	Per week R
Qualified employee:	
Up to 30 June 1984	39,65
From 1 July 1984 to 31 December 1984	42,30
From 1 January 1985 to 30 June 1985	44,95
Thereafter	47,60

Learners:

First half-year of experience	36,00
Second half-year of experience	37,85
Thereafter, as for qualified employee.	

(j) Ander werknemers:

	Tot 30/6/84	Vanaf 1/7/84 tot 31/12/84	Vanaf 1/1/85 tot 30/6/85	Daarna
	Per week R	Per week R	Per week R	Per week R
(i) Voorman	160,70	171,40	183,10	192,80
(ii) Toesighouer	83,55	89,10	94,65	100,20
(iii) Bromponiedrywer	48,20	51,40	54,60	57,80
(iv) Ambagsman	178,95	190,90	202,85	214,80
(v) Ketelbediener	48,20	51,40	54,60	57,80
(vi) Kleedkamertoesighouer	50,35	53,70	57,05	60,40
(vii) Wag	48,20	51,40	54,60	57,80
(viii) Arbeider	48,20	51,40	54,60	57,80
(ix) Drywer van 'n afleweringsmotorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n skeepwa of sleepwaens wat deur sodanige voertuig getrek word—				
(aa) hoogstens 2 722 kg is	58,95	62,90	66,85	70,80
(ab) meer as 2 722 kg is	64,30	68,60	72,90	77,20
(x) Deeltydse motorvoertuig-drywer	48,20	51,40	54,60	57,80
(k) (i) Werktuigkundige:				Per week R

Gekwalifiseerde werknemer:

Tot 30 Junie 1984	91,05
Vanaf 1 Julie 1984 tot 31 Desember 1984	97,10
Vanaf 1 Januarie 1985 tot 30 Junie 1985	103,15
Daarna	109,20

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	42,05
Derde halfjaar ondervinding	48,10
Vierde halfjaar ondervinding	54,15
Vyfde halfjaar ondervinding	60,20
Sesde halfjaar ondervinding	66,25
Sewende halfjaar ondervinding	72,30
Agtste halfjaar ondervinding	78,35
Negende halfjaar ondervinding	84,00
Daarna, soos vir gekwalifiseerde werknemer	
(ii) Versendingsklerk en/of fabrieksklerk:	Per week R

Gekwalifiseerde werknemer:

Tot 30 Junie 1984	69,65
Vanaf 1 Julie 1984 tot 31 Desember 1984	74,30
Vanaf 1 Januarie 1985 tot 30 Junie 1985	78,95
Daarna	83,60

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	47,20
Derde halfjaar ondervinding	58,45
Daarna, soos vir gekwalifiseerde werknemer.	
(iii) Versendingsverpakker:	Per week R

Gekwalifiseerde werknemer:

Tot 30 Junie 1984	53,55
Vanaf 1 Julie 1984 tot 31 Desember 1984	57,10
Vanaf 1 Januarie 1985 tot 30 Junie 1985	60,65
Daarna	64,20

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	39,55
Derde halfjaar ondervinding	43,10
Vierde halfjaar ondervinding	46,65
Daarna, soos vir gekwalifiseerde werknemer.	
(iv) Nasiener:	Per week R

Gekwalifiseerde werknemer:

Tot 30 Junie 1984	64,30
Vanaf 1 Julie 1984 tot 31 Desember 1984	68,60
Vanaf 1 Januarie 1985 tot 30 Junie 1985	72,80
Daarna	77,20

Leerlinge:

Eerste halfjaar ondervinding	36,00
Tweede halfjaar ondervinding	43,10
Derde halfjaar ondervinding	50,20
Vierde halfjaar ondervinding	57,30
Daarna, soos vir gekwalifiseerde werknemer.	

(j) Other employees:

	Up to 30/6/84	From 1/7/84 to 31/12/84	From 1/1/85 to 30/6/85	There- after
	Per week R	Per week R	Per week R	Per week R
(i) Foreman	160,70	171,40	183,10	192,80
(ii) Supervisor	83,55	89,10	94,65	100,20
(iii) Scooter driver	48,20	51,40	54,60	57,80
(iv) Artisan	178,95	190,90	202,85	214,80
(v) Boiler attendant	48,20	51,40	54,60	57,80
(vi) Cloakroom Supervisor	50,35	53,70	57,05	60,40
(vii) Watchman	48,20	51,40	54,60	57,80
(viii) Labourer	48,20	51,40	54,60	57,80
(ix) Driver of a delivery motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—				
(aa) does not exceed 2 722 kg	58,95	62,90	66,85	70,80
(ab) exceeds 2 722 kg	64,30	68,60	72,90	77,20
(x) Part-time motor vehicle driver	48,20	51,40	54,60	57,80

(k) (i) Mechanic:

	Per week R
--	---------------

Qualified employee:

Up to 30 June 1984	91,05
From 1 July 1984 to 31 December 1984	97,10
From 1 January 1985 to 30 June 1985	103,15
Thereafter	109,20

Learners:

First half-year of experience	36,00
Second half-year of experience	42,05
Third half-year of experience	48,10
Fourth half-year of experience	54,15
Fifth half-year of experience	60,20
Sixth half-year of experience	66,25
Seventh half-year of experience	72,30
Eighth half-year of experience	78,35
Ninth half-year of experience	84,00
Thereafter, as for qualified employee.	

(ii) Despatch clerk and/or factory clerk:

	Per week R
--	---------------

Qualified employee:

Up to 30 June 1984	69,65
From 1 July 1984 to 31 December 1984	74,30
From 1 January 1985 to 30 June 1985	78,95
Thereafter	83,60

Learners:

First half-year of experience	36,00
Second half-year of experience	47,20
Third half-year of experience	58,45
Thereafter, as for qualified employee.	

(iii) Despatch packer:

	Per week R
--	---------------

Qualified employee:

Up to 30 June 1984	53,55
From 1 July 1984 to 31 December 1984	57,10
From 1 January 1985 to 30 June 1985	60,65
Thereafter	64,20

Learners:

First half-year of experience	36,00
Second half-year of experience	39,55
Third half-year of experience	43,10
Fourth half-year of experience	46,65
Thereafter, as for qualified employee.	

(iv) Checker:

	Per week R
--	---------------

Qualified employee:

Up to 30 June 1984	64,30
From 1 July 1984 to 31 December 1984	68,60
From 1 January 1985 to 30 June 1985	72,80
Thereafter	77,20

Learners:

First half-year of experience	36,00
Second half-year of experience	43,10
Third half-year of experience	50,20
Fourth half-year of experience	57,30
Thereafter, as for qualified employee.	

(1) *Groepleier of spanleier*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n groep- of spanleier te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie klousule bepaal, 'n bedrag gelyk aan 7½ persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(m) (i) *Onderbaas*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n onderbaas te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie klousule bepaal, 'n bedrag gelyk aan 7½ persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(ii) *Monstermasjienwerker*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n monstermasjienwerker te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde naaimasjienwerker soos in hierdie klousule bepaal, 'n bykomende bedrag gelyk aan 15 persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(iii) *Persoon in beheer van die eerstehulpkissie*.—'n Werknemer wat in beheer geplaas word van die eerstehulpkissie wat 'n werkgever vir sy werknemers in stand hou, moet, benewens die minimum loon vir daardie werknemer soos in subklousule (1) van hierdie klousule bepaal, 'n verdere bedrag van minstens R3 per week betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(2) (a) (i) Behoudens paragrawe (b) en (c) hieronder en subklousule (3) van hierdie klousule mag niks in hierdie Ooreenkoms die uitwerking hê dat dit die loon van 'n werknemer in die Nywerheid verminder nie: Met dien verstande dat 'n werknemer wat op 21 Oktober 1983 'n hoër loon ontvang het as wat in kolom 1 vir 'n werknemer van sy klas aangetoon word, daarop geregtig is om as verhoging, vanaf die inwerkingtrede van hierdie Ooreenkoms en op die eerste betaaldag in Julie 1984, Januarie 1985 en Julie 1985, die bedrag te ontvang wat in kolom 2 hieronder gespesifiseer word ten opsigte van 'n werknemer van sy klas, en die werklike totale loon op 21 Oktober 1983 betaal en verhoog soos hier bepaal, moet dan geag word die voorgeskrewe weekloon vir sodanige werknemer te wees:

Klas werknemer (soos uiteengesit in die klousules hieronder)	Kolom 1 Kolom 2	
	R	R
4 (1) (a).....	106,50	7,60
4 (1) (b).....	88,00	6,30
4 (1) (c).....	58,00	4,15
4 (1) (d).....	69,50	4,95
4 (1) (e).....	49,00	3,50
4 (1) (f).....	62,00	4,45
4 (1) (g).....	52,50	3,75
4 (1) (h).....	41,00	2,95
4 (1) (i).....	37,00	2,65
4 (1) (j) (i).....	150,00	10,70
4 (1) (j) (ii).....	78,00	5,55
4 (1) (j) (iii).....	45,00	3,20
4 (1) (j) (iv).....	167,00	11,95
4 (1) (j) (v).....	45,00	3,20
4 (1) (j) (vi).....	47,00	3,35
4 (1) (j) (vii).....	45,00	3,20
4 (1) (j) (viii).....	45,00	3,20
4 (1) (j) (ix) (aa).....	55,00	3,95
4 (1) (j) (ix) (ab).....	60,00	4,30
4 (1) (j) (x).....	45,00	3,20
4 (1) (k) (i).....	85,00	6,05
4 (1) (k) (ii).....	65,00	4,65
4 (1) (k) (iii).....	50,00	3,55
4 (1) (k) (iv).....	60,00	4,30

(ii) Subparagraaf (i) is nie van toepassing op 'n werknemer wat R300,00 of meer per week verdien nie: Met dien verstande dat niks in hierdie Ooreenkoms die uitwerking mag hê dat dit die loon van sodanige werknemer verminder nie.

(b) Ondanks paragraaf (a) kan 'n werkgever toegelaat word om op skriftelike versoek van sy werknemer en deur die goedkeuring van die Raad vooraf te verkry, sy werknemer 'n loon te betaal wat nie minder is as die voorgeskrewe minimum loon vir 'n werknemer van sy klas nie: Met dien verstande dat wanneer hy sy werkgever se diens verlaat die werknemer, by kennisgewing aan die Raad, na sy werklike loon kan terugkeer.

(c) Ondanks paragrawe (a) en (b) kan 'n werkgever 'n werknemer wat vir 'n tydperk van minstens 13 weke werkloos was, in diens neem teen 'n loon waaroor sodanige werkgever en werknemer ooreenkoms: Met dien verstande dat—

(i) die ooreengekome loon nie minder is as die loon vir 'n werknemer van sy klas voorgeskryf nie;

(l) *Set leader or team leader*.—Any employee when called upon to perform the duties of a set or team leader shall, whilst so employed, be paid, in addition to the qualified wage for an employee of his class as provided for in this clause, an amount equal to 7½ per cent of such qualified wage. Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(m) (i) *Chargehand*.—Any employee when called upon to perform the duties of a chargehand shall, whilst so employed, be paid, in addition to the qualified wage for an employee of his class as provided for in this clause, an amount equal to 7½ per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(ii) *Sample machinist*.—Any employee when called upon to perform the duties of a sample machinist shall, whilst so employed, be paid, in addition to the qualified wage for a sewing machinist as provided for in this clause, an additional amount equal to 15 per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(iii) *Person in charge of the first-aid box*.—Any employee who is placed in charge of the first-aid box maintained by the employer for his employees shall, in addition to the prescribed minimum wage of that employee as determined in subclause (1) of this clause, be paid a further amount of not less than R3 per week: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(2) (a) (i) Save as provided in paragraphs (b) and (c) below and subclause (3) of this clause, nothing in this Agreement shall operate to reduce the wage of an employee in the Industry: Provided that an employee who on 21 October 1983 was in receipt of a wage in excess of the amount shown in Column 1 for an employee of his class, shall be entitled to receive as an increase, on the coming into operation of this Agreement and on the first pay-day in July 1984, January 1985 and July 1985, the amount specified in Column 2 in respect of an employee of his class, and the actual total wage paid on 21 October 1983 and increased as here provided shall then be regarded as the weekly prescribed wage of such employee:

Class of employee (as set out in the undermentioned clauses)	Column 1 Column 2	
	R	R
4 (1) (a).....	106,50	7,60
4 (1) (b).....	88,00	6,30
4 (1) (c).....	58,00	4,15
4 (1) (d).....	69,50	4,95
4 (1) (e).....	49,00	3,50
4 (1) (f).....	62,00	4,45
4 (1) (g).....	52,50	3,75
4 (1) (h).....	41,00	2,95
4 (1) (i).....	37,00	2,65
4 (1) (j) (i).....	150,00	10,70
4 (1) (j) (ii).....	78,00	5,55
4 (1) (j) (iii).....	45,00	3,20
4 (1) (j) (iv).....	167,00	11,95
4 (1) (j) (v).....	45,00	3,20
4 (1) (j) (vi).....	47,00	3,35
4 (1) (j) (vii).....	45,00	3,20
4 (1) (j) (viii).....	45,00	3,20
4 (1) (j) (ix) (aa).....	55,00	3,95
4 (1) (j) (ix) (ab).....	60,00	4,30
4 (1) (j) (x).....	45,00	3,20
4 (1) (k) (i).....	85,00	6,05
4 (1) (k) (ii).....	65,00	4,65
4 (1) (k) (iii).....	50,00	3,55
4 (1) (k) (iv).....	60,00	4,30

(ii) The provisions of subparagraph (i) shall not be applicable to any employee earning R300,00 or more per week: Provided that nothing in this Agreement shall operate to reduce the wage of any such employee.

(b) Notwithstanding the provisions of paragraph (a), an employer may be permitted, upon the written request of his employee and with the prior approval of the Council, to pay his employee a wage which is not less than the minimum prescribed wage for an employee of his class: Provided that on leaving his employer's service the employee may revert to his actual wage by notifying the Council.

(c) Notwithstanding the provisions of paragraph (a) and (b), an employer may employ an employee who has been unemployed for a period of not less than 13 weeks at a wage agreed upon between such employer and employee: Provided that—

(i) the agreed wage shall be not less than the prescribed wage for an employee of his class;

(ii) daar gedurende die eerste vyf werkdag van sodanige werknemer se diens by die Raad aansoek gedoen moet word om goedkeuring van die ooreengekome loon;

(iii) die ooreengekome loon die loon moet wees wat aan sodanige werknemer verskuldig is totdat die werkgever deur die Raad verwittig word dat die aansoek toegestaan of geweier is.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet 'n werknemer wat oorgeplaas word na 'n beroep in die Nywerheid waarvoor daar 'n hoër loon voorgeskryf is en waarin hy nie voorheen werksaam was nie, die loon wat voor sodanige indiensneming of oorpasing aan hom betaalbaar was, bly ontvang totdat sy ondervinding in die nuwe beroep hom op 'n verhoging geregtig maak. Op elke betaaldag in die betrokke halfjaar daarna moet hy 'n loon ontvang van minstens die eersvolgende hoër bedrag as die loon wat hy ontvang het soos bepaal in subklousule (1) betreffende sy nuwe beroep; op die eerste betaaldag van daardie halfjaar moet sodanige werknemer, uitsluitlik vir die doel om sy loon te bepaal, geag word 'n leerling te wees wat net begin werk met slegs daardie tydperk ondervinding wat hom in staat sou stel om dieselfde loon te verdien. Met dien verstande dat 'n werknemer in diens in 'n ander beroep wat onder klousule 4 (1) (e) ingedeel is of 'n beroep in hierdie Ooreenkoms gelys waarvoor 'n laer loon of kwalifiserende loon voorgeskryf is en wat na die klas naaimasjienwerker klas (e) oorgeplaas word, 'n loon moet ontvang wat nie minder is as dié in die tweede kerf vir naaimasjienwerkers klas (e) voorgeskryf nie; en so 'n werknemer moet geag word 'n halfjaar ondervinding as 'n naaimasjienwerker klas (e) te hê en moet daarna gereeld halfjaarlikse verhogings ontvang totdat hy gekwalifiseer is: Voorts met dien verstande dat 'n werknemer wat as 'n uitsnyer in diens is en na die klas afmerker oorgeplaas word, en 'n naaimasjienwerker in klousule 4 (1) (e) bedoel wat oorgeplaas word na die naaimasjienwerkersberoep in klousule 4 (1) (d) bedoel, tot aan die einde van die halfjaar waarin hy oorgeplaas is die loon moet bly ontvang wat hy voor sodanige oorpasing ontvang het en op die eerste betaaldag van die halfjaar wat volg op die halfjaar waarin hy oorgeplaas is, 'n verhoging moet ontvang tot die kerf naaste aan sy eie loon op die voorgeskrewe loonskaal vir 'n afmerker en naaimasjienwerker, en sy ondervinding moet dan geag word gelyk te wees aan die getal halfjaar ondervinding wat hom op die loon geregtig sou gemaak het. Indien so 'n werknemer na sy vorige beroep terugkeer, moet sy totale ondervinding weer eens as sy ondervinding geag word, en mag sy loon nie minder wees as wat hy in daardie beroep ontvang het nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die verhoging waarop 'n leerling kragtens subklousule (1) geregtig word, op die eerste betaaldag van elke halfjaar betaal word op grondslag van die leerling se ondervinding op die laaste werkdag van die vorige halfjaar.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die aanvangsloon van 'n werknemer wat ondervinding van slegs kleremaakery op maat vir vroue opgedoen het ná 'n proeftyd van hoogstens twee weke deur die betrokke werkgever en werknemer in ooreenstemming met die Raad vasgestel word. Dié werknemer moet dan geag word 'n leerling te wees wat begin met slegs daardie tydperk ondervinding wat hom in staat kan stel om die loon te verdien waarvoor die werkgever, die werknemer en die Raad ooreengekom het.

(6) (a) Benewens die loon wat betaal word aan 'n werknemer vir wie lone in subklousule (1) voorgeskryf word, moet die werkgever behoudens paragrawe (b) en (c) van hierdie subklousule die volgende bywoningstoelae betaal:

(i) in die geval van alle leerlinge, R2 per week; en

(ii) in die geval van alle ander werknemers, R3 per week.

(b) Die bywoningstoelae in paragraaf (a) van hierdie subklousule voorgeskryf, moet ten volle betaal word aan—

(i) alle werknemers wat minstens 39 ure en 30 minute in 'n werkweek gewerk het, soos deur hul werkgever vereis;

(ii) alle werknemers wat minder as 39 ure en 30 minute gewerk het, indien die verlore tyd die gevolg was van 'n versoek van die werkgever ingevolge klousule 6 of klousule 7 (2) (i) van hierdie Ooreenkoms.

(c) Die bywoningstoelae in paragraaf (a) van hierdie subklousule voorgeskryf, kan in 'n week verminder word soos hieronder aangedui, en wel om die volgende redes:

(i) Met een vyfde vir elke dag se afwesigheid wat veroorsaak is deur siekte en wat deur 'n doktersertifikaat gestaaf word;

(ii) met een vyfde vir elke dag of gedeelte van 'n dag se afwesigheid as die afwesigheid daardeur veroorsaak is dat die werknemer hom moes aanmeld by 'n behuising- of regeringsowerheid en skriftelike bewys voorgelê word, of die gevolg was van onderbreking van openbare vervoer of van 'n ander oorsaak wat vir die werkgever aanvaarbaar is; of

(iii) met die hele weeklikse bedrag indien geen verduideliking aangebied word wat vir die werkgever aanvaarbaar is nie.

(d) Paragrawe (a), (b) en (c) is *mutatis mutandis* van toepassing op werknemers in klousule 9 (5), (6) en (7) bedoel, indien hulle onderskeidelik 45 uur 30 minute, 42 uur 30 minute en 71 uur en 30 minute, gewerk het.

(ii) application to the Council for the approval of the agreed wage be made during the first five working days of such employee's service;

(iii) the agreed wage shall be the wage due to such employee until the employer has been notified by the Council that the application has been granted or refused.

(3) Notwithstanding anything to the contrary contained in this Agreement, an employee who is transferred to an occupation in the Industry for which a higher wage is prescribed and in which he was not previously employed shall continue to receive his wage prior to such employment or transfer until his experience in the new occupation entitles him to an increase. On each pay-day in the relevant half-year thereafter, he shall receive a wage of not less than the wage next higher than the wage he was receiving as laid down in subclause (1) relating to his new occupation; on the first pay-day of that half-year such employee shall, solely for the purpose of calculating his wages, be deemed to be a learner starting with only that period of experience which would enable him to earn the same wage: Provided that an employee employed in any other occupation listed under clause 4 (1) (e) or any occupation listed in this Agreement for which a lower wage or qualifying wage is prescribed, and who is transferred to the class of sewing machinist class (e) shall receive a wage of not less than that prescribed in the second notch for the sewing machinist class (e); and such worker shall be regarded as having had one half-year's experience as a sewing machinist class (e) and shall receive regular half-yearly increases thereafter until qualified: Provided further that an employee employed as a chopper-out and who is transferred to the class of marker-in and a sewing machinist referred to in clause 4 (1) (e) who is transferred to the sewing machinist occupation referred to in clause 4 (1) (d) shall, till the end of the half-year in which he was transferred, continue to receive his wage prior to such transfer and shall on the first pay-day of the half-year following the half-year in which he was transferred be granted an increase to the next nearest notch to his own wage on the scale of wages prescribed for a marker-in and sewing machinist and his experience shall then be regarded as equivalent to the number of half-years' experience that would have entitled him to that wage. Should such an employee revert to his previous occupation, his total experience shall again be regarded as his experience, and his wage shall not be less than that which he received in that occupation.

(4) Notwithstanding anything to the contrary contained in this Agreement, the increase to which a learner may become entitled in terms of subclause (1) shall be paid on the first pay-day of each half-year, on the basis of the learner's experience on the last working day of the previous half-year.

(5) Notwithstanding anything to the contrary contained in this Agreement, the commencing wage of an employee who has had only bespoken dressmaking experience shall be determined, after a trial period not exceeding two weeks, by the employer and employee concerned in conjunction with the Council. That employee shall then be deemed to be a learner starting with only that period of experience which could enable him to earn the wage agreed to by the employer, the employee and the Council.

(6) (a) In addition to the wage paid to any employee for whom wages are prescribed in subclause (1), the employer shall, subject to the provisions set out in paragraphs (b) and (c) of this subclause, pay an attendance allowance amounting to—

(i) in the case of all learners, R2 per week; and

(ii) in the case of all other employees, R3 per week.

(b) The attendance allowance prescribed in paragraph (a) of this subclause shall be paid in full to—

(i) all workers who have worked at least 39 hours and 30 minutes in any working week as required by their employer;

(ii) all workers who have worked less than 39 hours and 30 minutes, if the time lost was at the request of the employer in terms of the provisions of clause 6 or clause 7 (2) (i) of this Agreement.

(c) The attendance allowance prescribed in paragraph (a) of this subclause may be reduced as indicated below in any week for the following reasons:

(i) By one fifth for each day of absence caused by illness, supported by a medical certificate;

(ii) by one-fifth for each day or part of a day's absence, if the absence was caused because of the need to report to a housing or government authority and written evidence is supplied, or resulted from the failure of public transport or for any other reason which is acceptable to the employer; or

(iii) by the whole weekly amount, if no explanation acceptable to the employer is offered.

(d) The provisions of paragraphs (a), (b) and (c) shall *mutatis mutandis* apply to employees referred to in clause 9 (5), (6) and (7) if they worked 45 hours and 30 minutes, 42 hours and 30 minutes and 71 hours and 30 minutes, respectively.

5. BONUSSKEMAS, TAAKWERK EN STUKWERK

(1) Geen werknemer mag in 'n bedryfsinrigting taakwerk of stukwerk verrig nie: Met dien verstande dat 'n werkgever met een of meer van sy werknemers kan ooreenkom dat bonusse betaal word vir werk wat sodanige werknemer of werknemers bo en behalwe die gewone dag of week se werk verrig, nadat die werkgever en die werknemer of werknemers behoudens klousule 9 onderling oor die gewone dag of week se werk ooreengekom het: Voorts met dien verstande dat sodanige bonussstelsel 'n werknemer in staat moet stel om 'n bonus te verdien wat minstens 10 persent van die betrokke voorgeskrewe loon vir 'n werknemer van sy klas bedra.

(2) 'n Werkgever wat 'n bonussstelsel in sy bedryfsinrigting wil instel of wysigings wil aanbring aan een wat reeds in werking is, moet, voor die instelling of wysiging daarvan, ondergenoemde inligting aan die Sekretaris van die Raad verstrek en die Raad se goedkeuring vir sodanige stelsel of wysiging verkry, en geen bonussstelsel mag ingestel of gewysig word tensy die Raad se goedkeuring vooraf verkry is nie:

(a) Die bonusskaal en die berekeningsmetode van die bedrag wat as bonus betaalbaar is;

(b) die tydperk ten opsigte waarvan die bonus van tyd tot tyd bereken word;

(c) die dag waarop die bedrag van die bonus wat deur 'n werknemer gedurende elke sodanige tydperk verdien is, betaalbaar is.

(3) Subklousule (2) hiervan mag nie die uitwerking hê dat dit vir 'n werkgever onwettig is om voort te gaan met 'n bonussstelsel waarvan hy die Raad kragtens 'n vorige ooreenkoms vir die Nywerheid in kennis gestel het nie.

6. KORTTYD

(1) As korttyd in 'n bedryfsinrigting ingestel is of ingestel word, moet 'n werknemer van wie daar nie vereis word om op 'n bepaalde dag te werk nie, kennis daarvan gegee word voor of met uitskeiding op die werkdag voor die dag waarop sy dienste nie nodig is nie, behalwe dat waar korttyd op 'n Maandag ingestel gaan word, 'n werknemer van wie daar nie vereis word om te werk nie, kennis daarvan gegee moet word voor die middagetenspouse op die voorafgaande Vrydag. Indien 'n werkgever versuim om voor die etenspouse kennis te gee, kan hy na die etenspouse kennis gee, maar in daardie geval moet hy sy werknemer benewens alle ander bedrae wat ingevolge hierdie Ooreenkomms aan hom verskuldig is, R1 betaal vir elke dag waarop korttyd in die volgende week gewerk word.

(2) 'n Werknemer wat op 'n dag in die bedryfsinrigting aanwesig is, moet minstens vier uur lank werk of in plaas daarvan besoldig word, tensy hy kragtens subklousule (1) in kennis gestel is dat sy dienste op sodanige dag nie nodig sal wees nie.

(3) Indien daar nie heeltyds in 'n bedryfsinrigting gewerk word nie, moet die werk gelykop tussen die werknemers in elkeen van die betrokke seksies of afdelings verdeel word.

(4) Voor of op die eerste dag waarop korttyd gewerk word, moet die werkgever, ingeval die korttyd langer as vyf agtereenvolgende dae duur, of op die vyfde dag van die korttyd, ingeval die korttyd korter as tydperke van vyf agtereenvolgende dae geduur het, 'n staat in die vorm van Aanhangel C aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000 stuur.

7. BETALING VAN BEDRAE AAN WERKNEMERS VERSKULDIG

(1) Behoudens klousule 14 (5), en (6) van hierdie Ooreenkomms, moet lone en ander bedrae wat aan werknemers verskuldig is weekliks gedurende werke op Vrydag in kontant betaal word: Met dien verstande dat as 'n werknemer se dienste op 'n ander dag as 'n Vrydag eindig, alle bedrae wat aan hom verskuldig is onmiddellik by sodanige beëindiging betaal moet word: Voorts met dien verstande dat as die werknemer korttyd werk, of as die gewone betaaldag 'n vakansiedag is, besoldiging kragtens hierdie subklousule betaal moet word voordat die werknemer vir die week ophou werk.

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

(a) indien 'n werknemer van die werk afwesig is, behalwe op versoek of in opdrag van sy werkgever, 'n pro rata-bedrag vir werklik verlore tyd van sy totale besoldiging afgetrek kan word;

(b) behoudens klousule 6 (1) van hierdie Ooreenkomms, waar korttyd ingestel is, 'n bedrag van hoogstens die werknemer se uurloon ten opsigte van elke uur wat nie gewerk is nie afgetrek kan word;

(c) waar 'n werkgever sy bedryfsinrigting gedurende Desember en/of Januarie weens die vakansiereses sluit en hy sy werknemers vakansiebesoldiging ingevolge klousule 13 betaal het, lone vir die werklike tydperk van die vakansiereses afgetrek kan word maar hoogstens vir 'n tydperk van vier weke;

(d) wanneer 'n werkgever tee aan 'n werknemer verskaf, hy 20c per week van sy loon kan aftrek;

(e) met die toestemming van die werknemer, bedrae deur die werkgever afgetrek kan word vir versekerings- of pensiofondse of vir kunstande of ander tandheelkundige werk waarvoor daar andersins geen voorsiening gemaak is nie, of vir die doel om geld wat verskuldig is aan die Raad se fondse of ander bystandsfondse deur die Raad beheer, terug te betaal.

5. BONUS SCHEMES, TASK-WORK AND PIECE-WORK

(1) No employees shall be employed on task-work or piece-work in any establishment: Provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work, subject to clause 9, having been mutually agreed upon between the employer and the employee or employees: Provided further that such bonus system shall enable an employee to earn a bonus amounting to at least 10 per cent of the relative prescribed wage for an employee of his class.

(2) Any employer who wishes to introduce a bonus system in his establishment or to effect alterations in one already operating, shall, prior to the introduction or alteration thereof, furnish the undermentioned information to the Secretary of the Council and obtain the Council's approval of such system or alteration, and no bonus system shall be introduced or altered without the Council's prior approval:

(a) The rate of the bonus and the method of calculating the amount payable as a bonus;

(b) the period in respect of which the bonus is calculated from time to time;

(c) the day upon which the amount of the bonus earned by an employee during each such period is payable.

(3) The provisions of subclause (2) hereof shall not have the effect of rendering it unlawful for any employer to continue to operate a bonus system of which he has notified the Council under any previous agreement for the Industry.

6. SHORT-TIME

(1) Where short-time has been or is being introduced in any establishment, an employee who is not required to work on any day must be given notice of that fact not later than closing time on the working day prior to the day on which his services are not required, except that where short-time is to be introduced on a Monday, an employee who is not required to work must then be given notice thereof not later than lunch-time on the prior Friday. Where an employer fails to give notice prior to the lunch interval, notice may be given after the lunch interval, but in that case the employer shall pay the employee R1 for each day of short-time worked in the following week, in addition to any other amounts that may be due to him in terms of this Agreement.

(2) An employee who attends the establishment on any day shall, unless he has received notice in terms of subclause (1) that his services will not be required on such day, be employed for at least four hours or be paid wages in lieu thereof.

(3) Where full-time is not being worked in any establishment, the work shall be distributed evenly amongst the employees in each of the sections or departments concerned.

(4) Every employer shall, not later than the first day on which short-time is worked, in case the short-time is for longer than five consecutive days' duration, or on the fifth day of short-time, in case the short-time was worked for periods of less than five consecutive days, forward to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, 2000, a statement in the form of Annexure C.

7. PAYMENT OF AMOUNTS DUE TO EMPLOYEES

(1) Subject to the provisions of clause 14 (5) and (6) of the Agreement, wages and other amounts due to employees shall be paid in cash weekly, during working hours on Friday: Provided that where an employee's services terminate on a day other than a Friday, any amounts due to him shall be paid immediately upon such termination: Provided further that when an employee is working short-time or the ordinary pay-day is a holiday, payment in terms of this subclause shall be made before the employee finishes work for the week.

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

(a) Where an employee is absent from work other than at the request or on the instructions of the employer, a pro rata amount for the actual time lost may be deducted from his total remuneration;

(b) subject to the provisions of clause 6 (1) of this Agreement, where short-time has been introduced, a deduction not exceeding the amount of the employee's hourly wage in respect of each hour not worked;

(c) where an employer closes his establishment during the month of December and/or January owing to the holiday recess and his employees have been paid holiday pay in terms of the provisions of clause 13, wages may be deducted for the actual period of the holiday recess but not exceeding a period of four weeks;

(d) where an employer supplies an employee with tea, he may deduct 20c per week from his wages;

(e) with the consent of the employee, deductions may be made by an employer for insurance or pension funds, or for dental plates and other dental work not otherwise provided for, or for purposes of repaying any money owing to Council funds or other benefit funds operated by the Council;

- (f) bydraes tot die fonsse van die Raad, afgetrek moet word;
- (g) bydraes tot die Mediese Bystandsvereniging afgetrek moet word;
- (h) die koste van skêre wat aan werknemers verskaf word, ingevolge klousule 16 van hierdie Ooreenkoms afgetrek kan word;
- (i) indien daar weens stilstand van masjinerie geen werk vir 'n werknemer is nie, die werkgewer van die loon van sodanige werknemer slegs bedrae vir verlore tyd van meer as twee uur kan aftrek;
- (j) bedrae afgetrek kan word wat 'n werkgewer ten behoeve van 'n werknemer ter nakoming van 'n wet of hofbevel betaal het;
- (k) met die skriftelike toestemming van 'n werknemer, bedrae afgetrek kan word van die loon en/of verlofbesoldiging vir bedrae wat aan die werkgewer verskuldig is vir geld wat deur die werknemer van die werkgewer geleen of vir goedere wat deur hom van die werkgewer gekoop is: Met dien verstande dat die bedrae aldus afgetrek vir sodanige goedere gekoop, hoogstens een derde mag wees van die bedrag wat aan die werknemer as loon of verlofbesoldiging verskuldig is;
- (l) bydraes tot die Slaptesoldigingsfonds afgetrek moet word;
- (m) bydraes tot die Raad se Voorsorgfonds afgetrek moet word;
- (n) 'n werkgewer, met die skriftelike toestemming van sy werknemer, bydraes tot die fondse van die vakvereniging kan aftrek;
- (o) bydraes tot die Siekebesoldigingsfonds afgetrek moet word;
- (p) 'n bedrag afgetrek kan word ten opsigte van die koste van 'n oorpak wat ooreenkomstig klousule 25 (2) van hierdie Ooreenkoms verskaf is;
- (3) Alle betalings aan werknemers moet geskied in verseëlde koevertes wat deur die werknemer behou moet word en wat die volgende besonderhede op die omslag moet toon of moet bevat:

Die naam en fabrieksnommer van die werknemer, die weekloon, getal ure gewerk, bedrag verdien vir die tyd gewerk, bedrag aan bonusse verdien, bedrag van verlofbesoldiging (as daar is), besonderhede van alle afrekkings van sodanige bedrag, die bedrag wat in die koevert is en die week ten opsigte waarvan die lone betaal word.

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

8. GETALVERHOUDING VAN WERKNEMERS

'n Werkgewer mag nie 'n ongekwalifiseerde werknemer in diens neem nie tensy hy twee gekwalifiseerde werknemers in sy diens het, en vir elke twee gekwalifiseerde werknemers mag hy hoogstens drie ongekwalifiseerde werknemers in diens neem. Met dien verstande dat vir die toepassing van hierdie klousule 'n ongekwalifiseerde werknemer wat minstens die totale loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer beskou moet word: Voorts met dien verstande dat werknemers vir wie 'n uniforme loonskaal voorgeskryf word, nie vir die toepassing van hierdie klousule ingesluit moet word nie.

9. WERKURE

(1) Geen werkgewer mag van 'n werknemer, uitgesonderd 'n werknemer in subklousule (5), (6) en (8) bedoel, vereis of hom toelaat om, behalwe ingevolge klousule 10 van hierdie Ooreenkoms, soos volg te werk nie:

- (a) Meer as 40 uur, uitgesonderd etenspouses, in 'n week;
- (b) meer as vyf dae 'n week;
- (c) op Saterdag of Sondag;
- (d) meer as agt uur, uitgesonderd etenspouses, op 'n dag;
- (e) voor 07h30 of later as 16h45 of gedurende die ruspouses in subklousule (3) van hierdie klousule bepaal, of tussen 12h30 en 13h30 op 'n dag van Maandag tot en met Vrydag;
- (f) meer as vyf uur sonder 'n etenspouse van minstens een uur.
- (2) Ondanks subklousule (1) kan 'n werkgewer behoudens klousule 10 van sy werknemer vereis of hom toelaat om oortyd te werk: Met dien verstande dat geen werkgewer van 'n werknemer mag vereis of hom mag toelaat om oortydwerk soos volg te verrig nie:
- (a) Meer as twee uur op 'n werkdag;
- (b) op meer as drie agtereenvolgende dae;
- (c) meer as 10 uur in 'n kalenderweek;
- (d) op meer as 60 dae in 'n jaar;
- (e) op meer as een uur op 'n dag ná voltooiing van sy gewone werkure, tensy hy—
 - (i) sodanige werknemer vóór middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat hy met oortydwerk moet begin; of
 - (iii) sodanige werknemer betyds 'n toelae van R1 betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

- (f) contributions to Council funds shall be deducted;
- (g) contributions to the Medical Benefit Society shall be deducted;
- (h) the cost of scissors supplied to employees may be deducted in terms of clause 16 of this Agreement;
- (i) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;
- (j) any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;
- (k) with the written consent of an employee, deductions may be made from the wages and/or holiday pay for amounts owing to an employer in respect of money borrowed and in respect of goods purchased by the employee from the employer: Provided that the amounts so deducted in respect of such goods purchased shall not exceed one third of the amount due to the employee as wages or holiday pay;
- (l) contributions to the Slack Pay Fund shall be deducted;
- (m) contributions to the Council's Provident Fund shall be deducted;
- (n) an employer may, with the written consent of his employee, deduct contributions to the funds of the trade unions;
- (o) contributions to the Sick Pay Fund shall be deducted;
- (p) An amount may be deducted in respect of the cost of an overall supplied as provided in clause 25 (2) of this Agreement;
- (3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall carry on the cover or shall contain the following information:
 - Name and factory number of the employee, the weekly wage, number of hours worked, amount earned for the time worked, amount of any bonuses earned, amount of holiday pay (if any), details of all deductions made from such amount, the amount contained in the envelope and the week in respect of which the wages are paid.
- (4) Particulars of all deductions made shall be entered in the wage register.

8. PROPORTION OR RATIO OF EMPLOYEES

An employer shall not employ an unqualified employee unless he has in his employ two qualified employees, and for every two qualified employees not more than three unqualified employees shall be employed: Provided that for the purposes of this clause an unqualified employee receiving not less than the total wage of a qualified employee of his class shall be reckoned as a qualified employee: Provided further that employees, for whom a flat rate of payment is prescribed, shall not be included for the purposes of this clause.

9. HOURS OF WORK

- (1) No employer shall require or permit an employee, other than an employee referred to in subclauses (5), (6) and (8)—
 - (a) to work for more than 40 hours, excluding meal intervals, in any one week;
 - (b) to work for more than five days in any one week;
 - (c) to work on Saturdays or Sundays;
 - (d) to work for more than eight hours, excluding meal intervals, on any one day;
 - (e) to work before 07h30 or later than 16h45 or during the rest intervals provided in subclause (3) of this clause or between 12h30 and 13h30 on any day from Monday to Friday inclusive;
 - (f) to work for longer than five hours without a meal interval of at least one hour;
- except in accordance with the provisions of clause 10 of this Agreement.
- (2) Notwithstanding the provisions of subclause (1), an employer may, subject to the provisions of clause 10, require or permit an employee to work overtime: Provided that no employer shall require or permit any employee to work overtime—

- (a) for more than two hours on any working day;
- (b) on more than three consecutive days;
- (c) for more than 10 hours in any calendar week;
- (d) on more than 60 days in any year;
- (e) after completion of his ordinary working hours, for more than one hour on any day, unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before he has to commence overtime; or
 - (iii) paid such employee an allowance of R1 in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Ruspouses van minstens 10 minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word en wel nie later nie as twee uur ná die aanvang van die werkdag in die oggend en so na doenlik aan die middel van die werkdag in die namiddag, en dié ruspouses moet as tyd gewerk beskou word. Die nodige gerei en kookwater om tee te maak, moet deur die werkgever verskaf en aan die begin van elke ruspouse, asook om 12h30 op elke dag van Maandag tot en met Vrydag, tot beskikking van die werknemers gestel word.

(4) Benewens die ruspouses wat in subklousule (3) van hierdie klousule bepaal word, moet 'n ruspouse van vyf minute, wat as werkdag beskou moet word, na voltooiing van elke uur se werk toegestaan word aan werknemers wat werk by 'n vervoerbandstelsel verrig.

(5) Behoudens klousule 10 van hierdie Ooreenkoms, mag geen werkgever van 'n ketelbediener vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 46 uur, uitgesonderd etenspouses, in 'n week;
- (b) meer as vyf dae in 'n week;
- (c) meer as nege uur en 15 minute, uitgesonderd etenspouses, op 'n dag;
- (d) gedurende die ruspouses wat in hierdie klousule bepaal word;
- (e) meer as vyf uur sonder 'n etenspouse van minstens een uur.

(6) Behoudens subklousule (7) van hierdie klousule en klousule 10 van hierdie Ooreenkoms, mag geen werkgever van 'n drywer van 'n afleweringmotorvoertuig of 'n versendingsverpakker vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 43 uur, uitgesonderd etenspouses, in 'n week;
- (b) meer as vyf dae in 'n week;
- (c) op Saterdag of Sondag;
- (d) meer as nege uur, uitgesonderd etenspouses, op 'n dag;
- (e) gedurende die ruspouses wat in hierdie klousule bepaal word;
- (f) meer as vyf uur sonder 'n etenspouse van minstens een uur.

(7) Ondanks subklousule (6) kan daar van 'n drywer van 'n afleweringmotorvoertuig of 'n versendingsverpakker wat minder as die voorgeskrewe ure gedurende 'n tydperk, bereken vanaf Maandag tot Vrydag, in 'n week gewerk het, vereis word om die oorblywende ure op die Saterdag van dié week te werk: Met dien verstande dat daar nie van hom vereis mag word om meer as vyf uur op sodanige Saterdag te werk nie.

(8) *Voorbehoudsbepaling.*—Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat daar nie van 'n wag vereis mag word—

- (a) om meer as 12 uur per dag te werk nie;
- (b) om meer as 72 uur per week te werk nie;
- (c) om op meer as ses dae in 'n week te werk nie.

Voorts met dien verstande dat die werkgever van 'n wag kan vereis om op die sewende dag van die week te werk en hom, benewens sy weekloon, 'n bedrag gelyk aan twee sesdes van sodanige weekloon kan betaal ten opsigte van werk op dié sewende dag verrig.

10. OORTYD- EN SONDAGWERK

(1) Oortyd, dit wil sê tyd gewerk benewens die ure wat in klousule 9 (1) (a) en (d), 9 (5) (a) en (c), 9 (6) (a) en (d), 9 (7) en 9 (8) van hierdie Ooreenkoms voorgeskryf is, mag nie sonder die skriftelike toestemming van die Raad gewerk word nie.

(2) (a) Besoldiging vir oortydwerk moet geskied teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur aldus van Maandag tot Saterdag gewerk.

(b) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(i) die werknemer soos volg betaal:

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

(ab) as hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk; of besoldiging van minstens dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(ii) die werknemer besoldiging betaal van minstens een en 'n derde maal sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy dié dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Van geen wernemer mag daar vereis word om sonder sy toestemming oortydwerk te verrig nie.

(4) Geen werknemer mag ontslaan of in sy werk benadeel word omdat hy weier om oortyd te werk nie.

(5) Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om tussen 18h00 en 06h00 te werk nie.

(3) Rest intervals of not less than 10 minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as near as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available to the employees at the commencement of each rest interval and also at 12h30 every day from Monday to Friday inclusive.

(4) In addition on the rest intervals stipulated in subclause (3) of this clause, the employees engaged on work on a conveyor belt system shall be given a rest interval of five minutes, which shall be regarded as time worked, after the completion of each hour's work.

(5) Subject to the provisions of clause 10 of this Agreement, no employer shall require or permit a boiler attendant—

(a) to work for more than 46 hours, excluding meal intervals, in any one week;

(b) to work for more than five days in any one week;

(c) to work for more than nine hours and 15 minutes, excluding meal intervals, on any one day;

(d) to work during the rest intervals provided in this clause;

(e) to work for longer than five hours without a meal interval of at least one hour.

(6) Subject to the provisions of subclause (7) of this clause and clause 10 of this Agreement, no employer shall require or permit a driver of a delivery motor vehicle or a despatch packer—

(a) to work for more than 43 hours, excluding meal intervals, in any one week;

(b) to work for more than five days in any one week;

(c) to work on Saturdays or Sundays;

(d) to work for more than nine hours, excluding meal intervals, on any one day;

(e) to work during the rest intervals provided for in this clause;

(f) to work for longer than five hours without a meal interval of at least one hour.

(7) Notwithstanding the provisions of subclause (6), a driver of a delivery motor vehicle or a despatch packer who has worked less than the prescribed hours during any period calculated from Monday to Friday in any week may be required to work the remaining hours on the Saturday of such week: Provided that he shall not be required to work more than five hours on such Saturday.

(8) *Savings.*—The provisions of this clause shall not apply to a watchman: Provided that the watchman shall not be required—

(a) to work for more than 12 hours per day;

(b) to work for more than 72 hours per week;

(c) to work on more than six days in any one week.

Provided further that the employer may require his watchman to work on the seventh day of the week and pay the watchman in addition to his weekly wage an amount equal to two sixths of such weekly wage in respect of work done on such seventh day.

10. OVERTIME AND SUNDAY WORK

(1) Overtime, that is time worked in excess of the hours prescribed in clause 9 (1) (a) and (d), 9 (5) (a) and (c), 9 (6) (a) and (d), 9 (7) and 9 (8) of this Agreement, may not be worked except with the written permission of the Council.

(2) (a) Payment for overtime worked shall be made at the rate of one and a half times the hourly wage for each hour or part of an hour so worked from Monday to Saturday.

(b) Whenever an employee works on a Sunday, his employer shall either—

(i) pay to the employee—

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

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

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

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

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

(5) No employee shall be required or permitted to work overtime between the hours 18h00 and 06h00.

(6) Ondanks hierdie klousule, kan 'n werkgever, ten einde tyd in te haal wat verloor is omdat daar nie op 'n openbare vakansiedag (uitgesonderd dié genoem in klousule 13 van hierdie Ooreenkoms) gewerk is nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor of na sodanige openbare vakansiedag oortydwerk teen gewone loonskale te verrig: Met dien verstande dat die goedkeuring van die Raad vooraf verkry word.

(7) Voorbehoudsbepaling.—Subklousule (2) (b), (3) en (4) is nie op 'n wag van toepassing nie.

11. BUITEWERK

Geen werkgever in die Nywerheid mag werk vir vervaardiging uitgegee nie, behalwe in 'n fabriek wat geregistreer is kragtens klousule 12 van hierdie Ooreenkoms; ook mag hy nie van 'n werknemer vereis of hom toelaat om werk in die Klerasiennywerheid te verrig nie, behalwe in 'n bedryfsinrigting wat deur die werkgever verskaf, uitgerus, onderhou en beheer word, tensy dit gedoen word in ooreenstemming met die bepalings van 'n gepubliseerde buitewerkooreenkoms van die Raad.

12. REGISTRASIE VAN FABRIEK

(1) Elke werkgever vir wie hierdie Ooreenkoms bindend is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne sewe dae na die datum waarop hierdie Ooreenkoms vir hom bindend word, die Sekretaris van die Raad voorsien van die besonderhede gemeld in Aanhangsel D van hierdie Ooreenkoms.

(2) In geval van 'n verandering in die naam waaronder of die adres of adresse waar die sakeonderneming gedryf word of wat die vennote betref of, as die werkgever 'n maatskappy is, in die naam van sy sekretaris of sy direkteur of bestuurders, of in geval van die sekwestrasie van die werkgever se boedel of, as die werkgever 'n maatskappy is, van die likwidasie van die maatskappy, of as die sakeonderneming oorgedra of laat vaar word of as 'n ander sakeonderneming verkry of begin word wat aan hierdie Ooreenkoms onderworpe is, moet elke werkgever die Sekretaris van die Raad binne sewe dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, prysgewing, verkryging of begin daarvan in kennis stel deur middel van 'n skriftelike verklaring waarin volledige besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, prysgewing, verkryging of begin, na gelang van die geval, verstrek moet word.

13. VAKANSIEVERLOF

(1) Behoudens subklousule (2), moet elke werkgever elke jaar gedurende die maand Desember, en wel voor of op die 24ste van dié maand, aan elkeen van sy werknemers wat van 'n datum voor die eerste dag van Februarie van dieselfde jaar in sy diens is en wie se dienste nie voor 1 Desember beëindig is nie, drie weke vakansieverlof met volle besoldiging toestaan: Met dien verstande dat vakansiebesoldiging kragtens subklousule (2) betaal moet word aan 'n werknemer wat gedurende die jaar vir 'n aaneenlopende tydperk van 16 weke of langer vir 'n bevalling of vir 'n aaneenlopende tydperk van 12 weke of langer om 'n ander rede van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subklousule verskuldig is, moet deur die werkgever voor of op die werknemer se laaste werkdag voor die aanvang van die tydperk van vakansieverlof betaal word.

(2) 'n Werknemer—

(a) wat op of na 1 Februarie in 'n jaar by 'n werkgever begin werk het; of

(b) wat voor 1 Februarie in 'n jaar by 'n werkgever begin werk het en wie se diens voor 1 Desember van dieselfde jaar geëindig het;

moet, indien sy dienskontrak met dieselfde werkgever vir 'n tydperk van minstens vier weke in dié jaar geduur het, in plaas van vakansieverlof vir daardie dienstryd 'n bedrag betaal word gelyk aan 6 persent van die som van die bedrae wat hy ontvang het ten opsigte van sodanige diens, uitgesonderd bedrae wat hy ontvang het as bonus ingevolge klousule 5 of as oortydbesoldiging ingevolge klousule 10 of as 'n bywoningstoelae ingevolge klousule 4 (6) van hierdie Ooreenkoms. Die vakansiebesoldiging wat ingevolge hierdie klousule verskuldig is, moet voor of op die laaste werkdag van daardie jaar deur die werkgever betaal word of, indien die werknemer se diens voor daardie dag eindig, op die dag waarop hy die werkgever se diens verlaat, behalwe soos in klousule 14 (5) en (6) van hierdie Ooreenkoms bepaal word.

(3) By die bepaling van die bedrag waarop die verlobbesoldiging van 6 persent kragtens subklousule (2) bereken moet word, word die uitdrukking "diens" geag 'n tydperk in te sluit waarin 'n werknemer—

(a) militêre diens kragtens die Verdedigingswet, 1957 (Wet 44 van 1957), verrig;

(b) op las of op versoek van die werkgever van die werk afwesig is;

(c) met siekteverlof is, mits 'n mediese sertifikaat vir die tydperk of tydperke van afwesigheid ingedien is;

en wat in 'n jaar altesaam hoogstens 10 weke beloof ten opsigte van die tydperke in paragrafe (b) en (c) bedoel, plus tot vier maande van die militêre diens in paragraaf (a) bedoel wat hy in 'n jaar, beginnende op 1 Januarie, verrig het.

(6) Notwithstanding the provisions of this clause, an employer may, in order to make up time lost through not working on a public holiday (other than those referred to in clause 13 of this Agreement), permit his employees to work overtime on any day except on a Sunday prior or subsequent to such public holiday at ordinary rates of pay: Provided that permission has previously been obtained from the Council.

(7) Savings.—The provisions of subclauses (2) (b), (3) and (4) shall not apply to a watchman.

11. OUTWORK

No employer in the Industry shall give out work to be manufactured except in a factory registered in terms of clause 12 of this Agreement; nor shall he require or permit any employee to perform any work in the Clothing Industry other than in an establishment provided, equipped, maintained and controlled by the employer unless this is done in accordance with the provisions of a published out-work agreement of the Council.

12. REGISTRATION OF A FACTORY

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

(2) 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, every employer shall furnish to the Secretary of the Council within seven days notice 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.

13. HOLIDAY LEAVE

(1) Every employer shall, subject to the provisions of subclause (2), in the month of December of each year and not later than the 24th of that month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before 1 December, three weeks' holiday leave on full pay: Provided that an employee who during any year has been absent from work for a continuous period of 16 weeks or more on confinement or 12 weeks or more for any other reason, shall be paid holiday pay in terms of subclause (2). The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) An employee—

(a) who commenced work with an employer on or after 1 February in any year; or

(b) who commenced work with an employer before 1 February in any year, and whose employment has terminated before 1 December of that year;

shall, if his contract of employment with the same employer has endured for a period of not less than four weeks in that year, be paid in lieu of holiday leave for that period of employment, an amount equal to 6 per cent of the aggregate of the amounts received by him in respect of such employment, excluding any amounts received by him as a bonus in terms of clause 5 or as overtime in terms of clause 10 or as an attendance allowance in terms of clause 4 (6), of this Agreement. The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of that year or, if the employee's employment terminates before that day, on the day he leaves the employer's service except as provided for in clause 14 (5) and (6) of this Agreement.

(3) In computing the amount upon which the 6 per cent holiday pay is to be calculated in terms of subclause (2), the expression "employment" shall be deemed to include any period during which an employee—

(a) renders military service in pursuance of the Defence Act, 1957 (Act 44 of 1957);

(b) is absent from work on the instructions or at the request of the employer;

(c) is on sick leave, provided a medical certificate for the period or periods of absence has been produced;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (b) and (c), plus up to four months of any period of military service referred to in paragraph (a) undergone in any year commencing 1 January.

(4) Elke werkgewer moet Nuwejaarsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, die Vrydag wat volg op Hemelvaartsdag, die Vrydag na Hemelvaartsdag, Republiekdag, Gelofte-dag en Kersdag aan elkeen van sy werknemers as vakansiedae met besoldiging toestaan, en op hierdie nege dae mag geen werkgewer 'n werknemer laat werk en mag geen werknemer werk nie, en daarbenewens moet elke werkgewer aan elkeen van sy werknemers wat die hele Donderdagoggend voor Goeie Vrydag gewerk het, tyd afgee vanaf die aanvang van die gewone etenspouse tot die gewone uitskeityd, en dié verlore tyd moet beskou word as tyd wat gewerk is.

(5) In die geval van 'n werkgewer wat ingevolge subklousule (1) sy fabriek sluit vir 'n tydperk wat Gelofte-dag, Kersdag of Nuwejaarsdag insluit, moet sodanige werkgewer 'n volle dag se loon vir elke sodanige dag betaal aan elkeen van sy werknemers wat by hom in diens is op die datum waarop hy sy fabriek aldus sluit. Daarbenewens moet hy 'n volle dag se loon vir hierdie drie openbare vakansiedae met besoldiging betaal aan elke werknemer wie se dienskontrak beëindig word op of na die 15de dag van November maar voor die datum waarop hy sy fabriek sluit. Met dien verstande dat sodanige werknemer onmiddellik voor die 15de dag van November vir 'n tydperk van minstens ses maande ononderbroke in diens van sy werkgewer was: Voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word nie of dat hy nie om 'n regsgeldige rede summier ontslaan word nie.

Hierdie subklousule is nie van toepassing in gevalle waar die werkgewer sy fabriek sluit met die doel om onmiddellik werk in die Nywerheid te staak nie. Vir die toepassing van hierdie subklousule, het die uitdrukking "diens" dieselfde betekenis as in subklousule (3).

(6) Vir die toepassing van hierdie klousule beteken "dag se loon" die weekloon gedeel deur vyf, en beteken "volle loon" die loon betaal onmiddellik voor die aanvang van die vakansieverlof in subklousule (1) voorgeskryf.

(7) Ingeval Nuwejaarsdag, Republiekdag, Krugerdag, Gelofte-dag en Kersdag op 'n Saterdag of Sondag val, moet die werkgewer, behoudens subklousule (5) van hierdie klousule, aan elkeen van sy werknemers 'n ekstra dag se loon betaal op die eerste betaaldag ná sodanige dag of wanneer besoldiging vir hierdie dae ingevolge hierdie klousule betaalbaar is, of anders moet hy die Maandag wat volg op so 'n openbare vakansiedag as vakansiedag toestaan en 'n dag se loon ten opsigte daarvan aan elk van sy werknemers betaal.

(8) Ondanks klousule 7 (2), kan 'n werkgewer sy bedryfsinrigting op 'n statutêre openbare vakansiedag wat nie in subklousule (4) of (7) bedoel word nie en op drie dae in September en Oktober sluit, en wanneer dit gebeur, is hy nie verplig om lone ten opsigte van sodanige dag te betaal nie: Met dien verstande dat hy sy werknemers van sy voorneme om die inrigting op so 'n dag te sluit, in kennis moet stel deur 'n kennisgewing minstens 24 uur voor die gewone aanvangstyd op 'n opvallende plek in sy bedryfsinrigting aan te bring: Voorts met dien verstande dat hy sy werknemers in die geleentheid moet stel om die tyd wat ten opsigte van die bedoelde drie dae verloor is, teen die gewone loon in te werk, ingeval die meerderheid van sy werknemers instem om sodanige tyd aldus in te werk.

(9) Voorbehoudsbepaling.—Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat 'n wag vier weke vakansieverlof met volle besoldiging, plus betaling van 'n bedrag gelyk aan 'n kwart van sy weekloon, gedurende elke tydperk van 12 maande diens toegestaan moet word: Voorts met dien verstande dat indien so 'n wag se diens beëindig word voordat sodanige verlof toegestaan is, hy in plaas van sodanige verlof, twee en 'n vyfde maal sy dagloon betaal moet word vir elke voltooië maand diens, bereken vanaf die datum van sy indiensneming of vanaf die eerste dag na die laaste tydperk van 12 maande ten opsigte waarvan vier weke vakansieverlof aan hom toegestaan is, soos in hierdie subklousule voorgeskryf. Vir die toepassing van hierdie subklousule is die dagloon van 'n wag een sesde van sy weekloon.

(10) 'n Werknemer is geregtig op vier maande bevallingsverlof sonder betaling wat hoogstens twee maande voor die verwagte bevallingsdatum moet begin mits 'n doktersertifikaat voorgelê word wat die aanbevole aanvangsdatum van sodanige bevallingsverlof vermeld.

14. DIENSBEEÏNDIGING

(1) Behoudens subklousule (1) (d), (e) en (f) van hierdie klousule, moet skriftelike kennis van minstens vyf werkdade, wat vir die toepassing van hierdie klousule vakansiedae met besoldiging moet insluit, en wat in werking moet tree op die werkdag wat volg op die dag waarop dit gegee word, deur 'n werkgewer of 'n werknemer gegee word om 'n dienskontrak te beëindig: Met dien verstande dat dit nie inbreuk op onderstaande mag maak nie:

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

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer tydperk van kennisgewing as een week:

Voorts met dien verstande dat—

(c) 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van die kennisgewingstermyn wat in hierdie klousule voorgeskryf word of waaroor daar kragtens subklousule (1) (b) ooreengekom is;

(d) 'n werknemer wat korttyd werk, sy diens kan beëindig sonder om kennis te gee;

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Family Day, Ascension Day, the Friday following Ascension Day, Republic Day, Kruger Day, Day of the Vow and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on these nine days, and in addition each employer shall grant to all of his employees who have worked the whole morning period of the Thursday preceding Good Friday, time off from the commencement of the normal meal interval until the normal closing time and such time lost shall be regarded as time worked.

(5) In the event of an employer closing his factory in terms of subclause (1) for a period which includes Day of the Vow, Christmas Day or New Year's Day, such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the date he so closes his factory. In addition, he shall pay a full day's pay in respect of these three paid public holidays to each employee whose contract of service is terminated on or after the 15th day of November but before the date he closes his factory: Provided that such employee has been in the continuous employment of his employer for a period of not less than six months immediately prior to the 15th day of November: Provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient.

The provisions of this subclause shall not apply to cases where the reason for the employer's closing his factory is his intention forthwith to discontinue business in the Industry. For the purposes of this subclause, the expression "employment" shall have the same meaning as in subclause (3).

(6) For the purposes of this clause, "day's pay" means the "weekly wage" divided by five, and "full pay" means the "wage" paid immediately prior to the commencement of the holiday leave prescribed in subclause (1).

(7) In the event of New Year's Day, Republic Day, Kruger Day, Day of the Vow and Christmas Day falling on a Saturday or Sunday, the employer shall, subject to subclause (5) of this clause, pay to each of his employees an extra day's pay on the first pay-day after such day or when payment for these days is payable in terms of this clause, or alternatively shall grant the Monday following such public holiday as a holiday and shall pay a day's pay to each of his employees in respect thereof.

(8) Notwithstanding the provisions of clause 7 (2), an employer may close his establishment on any statutory public holiday not referred to in subclause (4) or (7) and on three days in September and October, and in that event shall not be obliged to pay wages in respect of such day: Provided that he has notified his employees of his intention to close the establishment on such day by a notice which shall be posted in a prominent place in his establishment, at least 24 hours before the usual starting time: Provided further that he shall afford his employees an opportunity of working in the time lost in respect of the three days referred to at ordinary rates of pay should a majority of his employees agree to so work in the time lost.

(9) Savings.—The provisions of this clause shall not apply to a watchman: Provided that a watchman shall be granted four weeks' holiday leave on full pay, plus payment of an amount equal to one quarter of his weekly wage, during each period of 12 months' employment: Provided further that should such watchman's employment be terminated before such leave is granted he shall be paid in lieu of such leave two and a fifth times his daily wage in respect of each complete month of employment, calculated from the date of commencement of his employment or from the first day after the last 12 months' period in respect of which he was granted four weeks' holiday leave, as prescribed in this subclause. For the purposes of this subclause, the daily wage of a watchman shall be one sixth of his weekly wages.

(10) An employee shall be entitled to unpaid confinement leave of four months commencing not earlier than two months prior to the expected date of confinement, provided a doctor's certificate is submitted indicating the recommended commencement date of such confinement leave.

14. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (1) (d), (e) and (f) of this clause, written notice of not less than five working days, which for the purposes of this clause shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service: Provided that this shall not effect—

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

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

Provided further that—

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

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

(e) die eerste vyf werkdag van die diens van 'n werknemer by 'n werkgever (tensy andersins in 'n skriftelike ooreenkoms aangedui) geag word 'n proeftydperk te wees en sodanige diens of deur die werkgever of deur die werknemer op 'n tydstop binne die proeftydperk sonder kennisgewing beëindig kan word;

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

(2) 'n Werknemer wat afgedank word gedurende 'n kennisgewingstermyn kragtens subklousule (1), moet volle besoldiging vir sodanige week ontvang, of in die geval van 'n werknemer wat maandeliks betaal word, volle besoldiging vir die onverstrekte tydperk van die kennisgewingstermyn.

(3) Geen werkgever mag die diens van 'n werknemer beëindig nie weens sodanige werknemer se—

(a) naderende bevalling;

(b) afwesigheid van werk weens siekte: Met dien verstande dat—

(i) die werkgever binne drie werkdag ná die aanvang van die siekte daarvan in kennis gestel word;

(ii) 'n doktersertifikaat vir die tydperk van afwesigheid by die werknemer se terugkeer na werk ingedien word;

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

(c) afwesigheid met verlof nadat die skriftelike toestemming van die werkgever vir dié verlof verkry is.

(4) Behoudens subklousule (3) kan die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdag van die werk wegbly sonder om sy werkgever daarvan skriftelik in kennis te stel, deur die werkgever sonder kennisgewing, soos by subklousule (1) vereis, beëindig word.

(5) Wanneer 'n werkgever die diens van 'n werknemer ingevolge subklousule (4) beëindig, moet kennis van sodanige beëindiging gegee word deur die Sekretaris van die Raad skriftelik daarvan te verwittig. So 'n kennisgewing aan die Raad moet vergesel gaan van die werknemer se dienskaart asook van lome of ander bedrae wat by diensbeëindiging aan die werknemer verskuldig is, om op aansoek aan die werknemer oorhandig te word.

Hierdie subklousule is *mutatis mutandis* van toepassing op diensbeëindiging ingevolge subklousule (1) (a).

(6) As 'n werknemer sonder kennisgewing weggaan, kan die werkgever 'n bedrag van hoogstens sodanige werknemer se weekloon terughou, en dié werknemer se dienskaart, tesame met die verskuldigde saldo van lome en vakansiebesoldiging, moet nie voor die sesde en nie later nie as die 11de dag van sodanige afwesigheid aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, gestuur word. 'n Bedrag aldus deur die werkgever teruggehou, word deur die betrokke werknemer verbeur, tensy sodanige werknemer kan bewys dat hy nie sonder kennisgewing weggegaan het nie.

(7) Die kennisgewingstermyn mag nie saamval met en kennisgewing mag ook nie geskied gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 13 toegestaan word of gedurende 'n tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957 verrig nie.

(8) Behoudens subklousule (3) (b), mag geen kennis gegee word gedurende afwesigheid met siekteverlof of bevallingsverlof soos in klousule 13 (10) bepaal nie.

15. PREMIES

'n Werkgever mag geen premies vir die opleiding van 'n werknemer vra of aanneem nie.

16. GEREEDSKAP

(1) Elke werkgever moet 'n skêr verskaf aan elkeen van sy werknemers wat dit vir sy werk nodig het, teen die prys wat die werkgever daarvoor betaal het.

(2) Die prys van die skêr kan in weeklikse paaimente van hoogstens 10c van die loon van die werknemer afgetrek word.

(3) Die werkgever moet die skêre gratis skerp en in 'n goeie toestand hou.

17. BESTAANDE KONTRAKTE

'n Dienskontrak wat op die aanvangsdatum van hierdie Ooreenkoms in werking is of wat ná sodanige datum aangegaan word, is aan hierdie Ooreenkoms onderworpe.

18. INDIENSNEMING EN DIENSBEÏNDIGING

(1) 'n Werkgever moet, voordat hy 'n aansoeker om werk in diens neem, van sodanige aansoeker vereis om 'n dienskaart voor te lê wat deur die Raad uitgereik en in die vorm is soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat, in die geval van persone wat nie voorheen in die Nywerheid in Transvaal werksaam was nie, 'n tydperk van sewe dae kan verloop voordat die voorlegging van die dienskaart vereis word.

(2) Indien die dienskontrak gedurende of by voltooiing van die proeftydperk ingevolge klousule 14 (1) (e) bekragtig word, moet die werkgever onmiddellik by sodanige bekragtiging die naam van sy fabriek, die beroep van die werknemer, die datum van diensaanvaarding en die voorgeskrewe loon van sodanige werknemer op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000 stuur, soos in subklousule (4) van hierdie klousule bepaal.

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

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

(2) An employee put off during the currency of any period of notice given in terms of subclause (1) shall receive full pay for such week, or in the case of a monthly-paid employee, full pay for the unexpired period of such notice.

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

(a) approaching confinement;

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

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

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

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

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

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

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

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

(6) If an employee leaves without notice, the employer shall have the right to withhold an amount not exceeding the weekly wage of such employee, and the employee's service card, together with any balance of wages and holiday pay due, shall be forwarded to the Secretary of the Industrial Council, P.O. box 5101, Johannesburg, 2000, not earlier than the sixth day nor later than the 11th day of such absence. Any amount so withheld by the employer shall be forfeited by the employee concerned unless such employee can prove that he did not leave without notice.

(7) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 13 or any period of military service which an employee is rendering in pursuance of the Defence Act, 1957.

(8) Subject to the provisions of subclause (3) (b), no notice shall be given during absence on sick leave or confinement leave as provided for in clause 13 (10).

15. PREMIUMS

No premium shall be charged or accepted by an employer for the training of an employee.

16. TOOLS

(1) Every employer shall supply scissors to his employees who need them for the purpose of their employment, at the price paid therefor by the employer.

(2) The cost of such scissors may be deducted from the employee's wages in weekly instalments of not more than 10c.

(3) The employer shall keep the scissors sharpened and in good order free of charge.

17. EXISTING CONTRACTS

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

18. ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

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

(2) If, during or on the completion of the trial period in terms of clause 14 (1) (e), the contract of service is confirmed, the employer shall immediately on such confirmation enter in the service card the name of his factory, occupation of employee, date of commencement of employment and the prescribed wage of such employee and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, as provided in subclause (4) of this clause.

(3) Alle inligting wat die Raad nodig het, moet so gou as wat redelik moontlik is van die dienskaart verkry word, en daarna moet die kaart teruggestuur word aan die werkgever wat dit moet bewaar totdat die werknemer sy diens verlaat, en wanneer dit gebeur, moet die werkgever die datum van diensbeëindiging en die voorgeskrewe loon by diensbeëindiging op die kaart invul en die kaart aan die werknemer terugbesorg. Die werknemer moet daarop sy dokterskaart oorhandig in ruil vir sy dienskaart. Met dien verstande dat, indien die werknemer nie sy dokterskaart kan oorhandig nie, die werkgever die dienskaart onmiddellik aan die kantoor van die Raad moet stuur, waar die werknemer aansoek om die dienskaart kan doen.

(4) Wanneer die dienskontrak van 'n werknemer gedurende of by voltooiing van die proeftydperk bekragtig word, moet die werkgever binne drie dae na sodanige bekragtiging die werknemer se dienskaart, tesame met 'n staat in die vorm van Aanhangsel B aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, sodat dit nagegaan kan word.

(5) Wanneer 'n werknemer gedurende 'n dienstydperk van een beroep na 'n ander oorgeplaas word, moet die werkgever onmiddellik by dié oorplasing die nuwe beroep van die werknemer, die datum van die oorplasing en die loon wat aan die werknemer op die datum van sy oorplasing betaal word, op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, sodat dit nagegaan kan word, tesame met 'n staat in die vorm van Aanhangsel B.

19. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van klousule 51 (3) van die Wet, kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen op grond van hoë ouderdom of swaakheid of om 'n afdoende rede.

(2) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly en kan, na een week skriftelike kennisgewing aan die betrokke persone, sodanige vrystelling herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik, deur hom onderteken, waarop die volgende voorkom:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig subklousule (2) vasgestel is waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n kopie van elke uitgereikte sertifikaat behou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.
- (5) Elke werkgever en werknemer moet die bepalings nakom van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik word.

20. INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGINGS

(1) Geen werkgever wat lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van enigeen van die vakverenigings toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree lid van sodanige vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indiens-treding, waar die indiens-treding na die datum van inwerking-treding van die Ooreenkoms geskied, lid van sodanige vakvereniging word nie; en geen lid van enigeen van die vakverenigings mag in diens bly by 'n werkgever wat nie lid is van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer, waar sodanige indiensneming na die datum van inwerking-treding van hierdie Ooreenkoms geskied, lid van die werkgewersorganisasie word nie.

(2) Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika nie: Met dien verstande dat as die immigrant te eniger tyd na die eerste 90 dae vanaf die aanvang van sy diens in die Nywerheid geweier het om, op uitnodiging van die betrokke vakvereniging, lid daarvan te word, hierdie klousule onmiddellik van toepassing word.

(3) Hierdie klousule is nie van toepassing nie—

- (a) op die indiensneming in die Nywerheid van 'n werknemer wat as lid van sy vakvereniging geskors of verban is, of wat na die mening van die Minister goeie gronde het om beswaar daarteen te lê om lid van 'n vereniging te word of te bly;
- (b) ten opsigte van 'n werknemer in klousule 4 (1) (j) (iii) en (v) tot (x) en 4 (1) (k) (i) en (ii) bedoel: Met dien verstande dat 'n werkgever op die skriftelike versoek van die werknemer bydraes tot die fondse van die vakvereniging deur hom aangewys, kan aftrek.

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

(4) When during or on completion of the trial period, the contract of service of an employee is confirmed, the employer shall within three days of such confirmation submit the employee's service card for checking to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B.

(5) If during a period of employment, an employee is transferred from one occupation to another, the employer shall, immediately on such transfer, enter in the service card the new occupation of the employee, the date of such transfer and the wage paid to such employee on the date of transfer and forward the card the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for checking, together with a statement in the form of Annexure B.

19. EXEMPTIONS

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

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may, after one week's notice, in writing, to the persons concerned, withdraw such exemption.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

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

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of anyone of the trade unions, is not a member of such trade union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment, where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of anyone of the trade unions may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned, where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation.

(2) This clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has, at any time after the first 90 days from the commencement of his employment in the Industry, refused an invitation from the trade union concerned to apply for membership thereof, the provisions of this clause shall immediately come into operation.

(3) This clause shall not apply—

- (a) to the employment in the Industry of any employee who has been suspended or expelled from membership of his trade union, or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of a trade union;
- (b) in respect of an employee referred to in clause 4 (1) (j) (iii) and (v) to (x) and clause 4 (1) (k) (i) and (ii): Provided that an employer may, at the written request of such employee, deduct contributions for the funds of the trade union indicated by him;

21. ORGANISASIE VAN WERKNEMERS

(1) Elke werkgever moet 'n persoon of persone wat skriftelik deur enigeen van die vakverenigings en deur die Raad daartoe gemagtig is, toelaat om van tyd tot tyd sy bedryfsinrigting gedurende die etenspouse binne te gaan met die doel om—

- (a) onderhoude met werknemers oor vakverenigingsake te voer;
- (b) nuwe lede in te skryf;
- (c) kennisgewings van enigeen van die vakverenigings op te plak en uit te deel;
- (d) lede se bydraes tot die betrokke vakvereniging in te vorder.

(2) Die gemagtigde persoon of persone moet die werkgever of sy verteenwoordigers kennis gee van sy voorneme om die bedryfsinrigting te besoek.

22. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om hom behulpzaam te wees met die toepassing van hierdie Ooreenkoms. Elke werkgever en werknemer is verplig om dié agente toe te laat om dié navrae te doen en dié persone te ondervra wat vir hierdie doel nodig is.

23. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die ouderdom van 15 jaar mag in die Klerasiensynerheid in diens geneem word nie.

24. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, in die vorm voorgeskryf in die regulasies ingevolge die Wet, op 'n plek wat maklik vir sy werknemers toeganklik is, in sy bedryfsinrigting vertoon.

25. OORPAKKE

(1) 'n Werkgever moet aan elkeen van sy werknemers binne drie maande nadat hy begin werk het gedurende die tydperk—

- (a) 1 April tot 30 September van elke jaar, twee nuwe oorpakke en/of twee beskermende kledingstukke van die vereiste grootte, soos deur die Raad goedgekeur, uitreik;

(b) 1 Oktober tot 30 Maart van elke jaar, een nuwe oorpak uitreik; en moet daarna jaarliks voor of op 1 Julie twee nuwe oorpakke uitreik aan elke werknemer in sy diens, uitgesonderd werknemers in paragraaf (a) bedoel wat nog nie drie maande diens voltooi het nie. 'n Werknemer aan wie sodanige oorpakke hierkragtens uitgereik is, moet sodanige oorpakke gedurende alle werkure dra, en is verantwoordelik vir die goeie toestand en die was en stryk daarvan weg van die bedryfsinrigting af waar hy werk. Met dien verstande dat 'n werkgever self die oorpakke kan laat was en stryk en die reg aan 'n werknemer om sulke oorpakke weg te neem van die bedryfsinrigting af waar hy werk, kan intrek.

(2) Indien 'n werkgever in gebreke bly om sy werknemer binne 60 dae ná die vervaldatum van uitreiking te voorsien van 'n oorpak of oorpakke soos in subklousule (1) voorgeskryf, moet hy aan sy werknemer vir elke tydperk van 30 dae wat verstryk het vanaf die vervaldatum van uitreiking van sodanige oorpak of oorpakke 'n bedrag van R1 betaal vir elke oorpak wat nie uitgereik is nie.

(3) Elke werknemer aan wie 'n oorpak of oorpakke ingevolge subklousule (1) uitgereik is, is verplig om sodanige oorpak te dra terwyl hy werk, en die werkgever het die reg om 'n werknemer wat versuim om 'n oorpak by die werk te dra, te waarsku en hom skriftelik in kennis te stel dat hy op die werkdag na die dag waarop die kennisgewing aan hom gerig is in 'n oorpak by die werk moet aankom. Indien 'n werknemer versuim om vyf agtereenvolgende dae in 'n oorpak by die werk aan te kom nadat die werkgever hom behoorlik skriftelik kennis gegee het, kan die werkgever 'n oorpak aan hom uitreik en R4,50 aftrek van die loon van sodanige werknemer wat nie sy verpligtings nakom nie. Die aftrekkings in hierdie klousule bedoel, moet gemaak word van die loon aan die werknemer verskuldig op die eerste betaaldag nadat hy versuim het om in 'n oorpak by die werk aan te kom of op die eerste betaaldag nadat die nuwe oorpak aan hom uitgereik is.

(4) Alle oorpakke of beskermende kledingstukke wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgever en moet deur die werknemer aan sy werkgever by beëindiging van sy diens terugbesorg word. Die werkgever kan van sy werknemer die bedrag van R4,50 per oorpak of beskermende kledingstuk by sy diensbeëindiging invorder ingeval die werknemer nie 'n oorpak of beskermende kledingstuk wat aan hom uitgereik is, terugbesorg het nie, en die bedrag is verhaalbaar deur dit af te trek van geld wat aan sodanige werknemer verskuldig is.

(5) Vir die toepassing van hierdie klousule omvat die uitdrukking "oorpak of oorpakke" beskermende kledingstukke soos deur die Raad goedgekeur.

21. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any person or persons authorised in writing by any of the trade unions and by the Council to enter his establishment from time to time during the meal interval for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing notices issued by any of the trade unions;
- (d) collecting members' contributions to the trade union concerned.

(2) The authorised person or persons shall notify the employer or his representatives of his intention to visit the establishment.

22. AGENTS

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

23. EMPLOYMENT OF MINORS

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

24. EXHIBITION OF AGREEMENT

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

25. OVERALLS

(1) An employer shall issue, within three months of the commencement of employment of an employee who commenced working in the period—

- (a) 1 April to 30 September of each year, two new overalls and/or two protective garments of the required size, as may have been approved by the Council;

- (b) 1 October to 30 March of each year, one new overall;

and shall thereafter annually not later than 1 July issue two new overalls to each and every employee in his employment, other than employees referred to in paragraph (a) who have not completed three months of employment. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the establishment where he is employed, of such overalls: Provided that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the establishment where he is employed.

(2) Should an employer fail to provide his employee with an overall or overalls as prescribed in subclause (1) within 60 days of the due date of issue, such employer shall be liable to pay to his employee an amount equal to R1 per overall not issued in respect of each period of 30 days that has lapsed from the due date of issue of such overall or overalls.

(3) It shall be compulsory on any employee who has been issued with an overall or overalls in terms of subclause (1) of this clause to wear an overall whilst at work, and the employer shall have the right to warn any employee failing to wear an overall at work and to notify such employee, in writing, that he must appear at work wearing an overall on the working day following the day on which the notice was given. Should an employee fail to appear at work wearing an overall for five consecutive days, due notice in writing having been given to the employee, the employer shall have the right to issue such employee with an overall and deduct R4,50 from the wages of such defaulting employee. The deduction referred to in this clause shall be made from the due wages of the employee on the first pay-day following the failure to appear with an overall or first pay-day after the issue of the new overalls.

(4) All overalls or protective garments issued in terms of this clause shall remain the property of the employer and shall be returned by the employee to his employer at the termination of his service. The employer may collect from his employee the sum of R4,50 per overall or protective garment at the termination of his service in the event of the employee not having returned any overall or protective garment issued to him, which sum shall be recoverable by way of being set off out of any moneys due to such employee.

(5) For the purposes of this clause, the term "overall or overalls" shall include protective garments as may have been approved by the Council.

(6) Every employer shall, not later than the seventh day of September of each year, submit to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, a return in the form of Annexure E to this Agreement.

26. LONG SERVICE BONUS

(1) Where an employee's services are terminated, other than for a cause recognised by law as sufficient by his employer, or where an employee terminated his employment on account of old age or permanent disability, his employer shall pay him a bonus calculated on his weekly wage immediately prior to such termination in respect of his continuous length of service with that employer, calculated as follows:

- (a) 5 years' service but less than 10 years' service, a bonus equal to one week's wages;
- (b) 10 years' service but less than 15 years' service, a bonus equal to two weeks' wages;
- (c) 15 years' service but less than 20 years' service, a bonus equal to three weeks' wages; and
- (d) 20 years' service but less than 25 years' service, a bonus equal to four weeks' wages.

(2) For the purposes of this clause—

"old age" means 60 years of age;

"permanent disability", as certified by a medical practitioner, means being permanently unfit for further employment in the Clothing Industry;

"continuous length of service" shall not include any service prior to 1 January 1974.

(3) Notwithstanding the provisions of subclause (1), an employer shall not be required to pay the long-service bonus to an employee entitled thereto if such employee—

- (a) will receive a pension from a pension policy or fund established by his employer or a pension paid by his employer; or

- (b) receives a lump sum payment from a pension fund established by his employer, where such lump sum payment, excluding the employee's own contribution and interest thereon, exceeds the benefit to which the employee is entitled in terms of subclause (1) of this clause.

Signed at Johannesburg on behalf of the parties, this 27th day of October 1983.

T. KINNEAR, Chairman.

A. SCHEEPERS, Vice-Chairman.

J. H. THOMAS, Secretary.

[Vorm wat ingevul moet word ingevolge klousule 18 (1) van die Hoofdoorenkoms]

Familienaam	Voornaam	Registrasienummer
-------------	----------	-------------------

Adres Nuwe adres

Op.....19.....jaar.....maande by die volgende fabriek:

Minimum loon..... Beroep.....

[illegible]

“Voorgeskrewe loon” beteken die loon verskuldig ingevolge klousule 4 (1), gelees met klousule 4 (2) van die Ooreenkom.

ANNEXURE C
SLACK PAY FUND OF THE CLOTHING INDUSTRY (TRANSVAAL)
APPLICATION FOR BENEFITS
 [Form to be completed in terms of clause 6 (4) of the Main Agreement.]

P.O. Box 5101
 Johannesburg
 2000

Garment Centre
 Corner of Kerk and End Streets
 Johannesburg
 2001

Name of factory Address

The following employees have been placed on short-time in terms of clause 6 of the Agreement:
 (state number)

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

Date

To be completed by the factory.

Signature of factory representative

For office use only

Notes:

Employees receive benefits for every complete five days of short-time.

This form must be completed in respect of not more than five days' short-time.

Employees with less than 13 weeks' experience in the Clothing Industry are not entitled to benefits.

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

Clock card No.	Name of employee		Service card No.	Give the dates on which the employee will be on short-time					State present total weekly wage		Date of commencement	No. of days slack pay paid to date	Total amount of slack pay due		Remarks	Net amount due from the Slack Pay Fund		Calculated by	Checked by	Cheque No.	I hereby certify that I was on short-time on the days stated and that I have not drawn sick pay in respect of those days	Date of payment	Paid by	
	Initials	Surname		1st day	2nd day	3rd day	4th day	5th day	R	c			R	c		R	c							
1.....																								
2.....																								
3.....																								
4.....																								
5.....																								
6.....																								
7.....																								
8.....																								
9.....																								
10.....																								
11.....																								
12.....																								
13.....																								
14.....																								
15.....																								
16.....																								
17.....																								
18.....																								
19.....																								
20.....																								
21.....																								
22.....																								
23.....																								
24.....																								
25.....																								

AANHANGSEL D

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Posbus 5101
Johannesburg, 2000

REGISTRASIE VAN 'N FABRIEK

Aan: Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Transvaal)
Garment Centre
Kerkstraat 148
Johannesburg

L.W.—Hierdie vorm moet in duplo ingevul word.

Meneer

Ingevolge klousule 12 van die Ooreenkoms vir die Nywerheid doen ek/ons hierby aansoek om registrasie en lê ek/ons die volgende besonderhede voor:

- (a) Volle naam van besigheid.....
 (b) Besigheidsadres.....
 (c) Posadres..... Telefoonnommer.....
 (d) Indien 'n maatskappy met beperkte aanspreeklikheid, naam van Sekretaris.....
 (e) Name van eienaar/vennote/direkteurs: Woonadres(se) van eienaar/vennote/direkteurs:

Opmerking.—Indien besonderhede onder (a) tot (e) aangegee, verander word, moet die Nywerheidsraad daarvan in kennis gestel word.

- (f) Soort besigheid (Mansklerasie, Kleremakery, ens.).....
 (g) Meld getal werknemers in diens of wat in diens geneem sal word.....
 (h) Die handtekening van elke eienaar, vennoot of direkteur moet hier verskyn ter bevestiging van die posisie wat hy beklee:

Handtekening

(Meld of eienaar, vennoot of direkteur)

AANHANGSEL E

Naam van firma.....

Adres.....

Die Sekretaris
Posbus 5101
JOHANNESBURG
2000

Meneer

VERSLAG OOR JAARLIKSE UITREIKING VAN OORPAKKE

Twee oorpakke is op..... aan al die werknemers uitgereik.

Ons bevestig dat die vereistes van klousule 30 (1) van die Ooreenkoms nagekom is vir die tydperk 1/7/19..... tot 30/6/19.....

Handtekening van fabrieksverteenvoordiger

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

P.O. Box 5101
Johannesburg, 2000

REGISTRATION OF A FACTORY

To: The Secretary
Industrial Council for the Clothing Industry (Transvaal)
Garment Centre
148 Kerk Street
Johannesburg

N.B.—This form must be completed in duplicate.

Sir

In terms of section 12 of the Agreement for the Industry, I/we hereby apply for registration and submit the following particulars:

- (a) Full name and title of business.....
 (b) Business address.....
 (c) Postal address..... Telephone No.....

- (d) If limited liability company, name of Secretary
- (e) Names of proprietor/partners/directors: Residential address(es) of proprietor/partners/directors:
-
-
-
- Note.*—If any particulars supplied under items (a) to (e) are changed, the Industrial Council must be notified.
- (f) Class of business (state whether Men's Clothing, Dressmaking, etc.)
- (g) State number of employees employed or to be employed
- (h) The signature of each proprietor, partner or director must appear here, indicating his confirmation of the position held:

Signature

(State whether proprietor,
partner or director)

.....

.....

.....

.....

ANNEXURE E

Name of firm

Address

.....

.....

The Secretary
P.O. Box 5101
JOHANNESBURG
2000

Dear Sir

REPORT ON ANNUAL ISSUE OF OVERALLS

Two overalls were issued to all employees on

We confirm that the requirements of clause 30 (1) of the Agreement have been complied with for the period 1/7/19..... to 30/6/19.....

Signature of factory representative

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

Use it.

Don't abuse  it.

water is for everybody

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958–1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike 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 R1,60 (AVB ingesluit) per eksemplaar of R6,40 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958–1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. 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 R1,60 (GST included) per copy or R6,40 per annum, post free (Other countries R1,75 per copy or R7 per annum).

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958–1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike 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 R1,60 (AVB ingesluit) per eksemplaar of R6,40 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958–1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. 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 R1,60 (GST included) per copy or R6,40 per annum, post free (Other countries R1,75 per copy or R7 per annum).

BONUS **OBLIGASIES**

MEER AS 1 400

PRYSE

ELKE MAAND

oOo

MORE THAN 1 400

PRIZES

EVERY MONTH

BONUS **BONDS**

INHOUD			CONTENTS		
No.	Bladsy No.	Staats- koerant No.	No.	Page No.	Gazette No.
Mannekrag, Departement van			Manpower, Department of		
<i>Goewermentskennisgewings</i>			<i>Government Notices</i>		
R. 342	Wet op Arbeidsverhoudinge (28/1956): Kle- rasienywerheid, Transvaal: Intrekking van Goewermentskennisgewing	1 9100	R. 342	Labour Relations Act (28/1956): Clothing Industry, Transvaal: Cancellation of Govern- ment Notices	1 9100
R. 343	do.: do.: Hoofdooreenkoms	1 9100	R. 343	do.: do.: Main Agreement	1 9100