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PRYS 5c. [No. 143.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1292.] [29 December 1961.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

CLOTHING INDUSTRY.

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

- (a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the 11th January, 1962, and for the period ending the 31st March, 1963, upon the employer and the employees who entered into the said Agreement;
- (b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 18, shall be binding from the 11th January, 1962, and for the period ending the 31st March, 1963, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial District of George; and
- (c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the Magisterial District of George and from the 11th January, 1962, and for the period ending the 31st March, 1963, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (4) (c) and 18, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1292.] [29 Desember 1961.
WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

KLERASIENYWERHEID.

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

- (a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf 11 Januarie 1962 en vir die tydperk wat op 31 Maart 1963 eindig, bindend is op die werkgever en die werknemers wat genoemde Ooreenkoms aangegaan het;
- (b) kragtens paragraaf (b) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 18, vanaf 11 Januarie 1962 en vir die tydperk wat op 31 Maart 1963 eindig, bindend is vir alle ander werkgevers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik George; en
- (c) kragtens paragraaf (a) van subartikel (3) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (4) (c) en 18, vanaf 11 Januarie 1962 en vir die tydperk wat op 31 Maart 1963 eindig, in die landdrosdistrik George, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgevers vir wie enigeen van genoemde bepalings bindend is ten opsigte van werknemers en vir daardie werkgevers ten opsigte van Naturelle in hulle diens.

A. E. TROLLIP,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1956.

CONCILIATION BOARD AGREEMENT FOR THE CLOTHING INDUSTRY, GEORGE.

AGREEMENT

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

Sherleys Products (Proprietary), Limited,

of the one part (hereinafter referred to as the "employer"), and

A. da Silva, T. Williams, M. Tamboer, L. Fortuin, E. Davids, R. Terblanche, T. Sauer, L. Laws, D. Apples, G. Simpson, R. van Niekerk, F. Hector, M. Thomson, F. April, E. Thoreson, L. Davids, A. Phillips, M. Laws, H. Ohlson, N. Cunningham, E. Prins, G. Crowley, H. Williams, S. van Wyk, M. Fortuin, E. Smith, C. Dixon, S. Arends, S. Lamont, J. Eksteen, A. Stoffels, L. Phillips, M. Meyer, J. Jacobs, G. Dondos, E. Cherry, C. Potts, M. Figland, S. Fortuin, J. Cook, K. Janson, A. Plaatjies, E. Witbooi, C. Witbooi, E. Stripp, J. Lamont, E. Titus, S. Appollis, M. Nomdoe, L. Titus, L. Claassens, C. Cherry, M. Leven-dal, H. Harker, I. Wesso, L. Stoffels, R. Mingo, E. Motha, M. Pedro, R. Kirkwood, S. Witbooi, M. Pieterse, M. Tam-boer, S. da Silva, A. Campher, M. Cherry, S. Lamont, A. Saaiman, E. Motha, S. Williams, J. Bestenbier, G. Deyce, C. Jacobs, L. Deyce, M. J. Hendricks, E. Rhode, M. Giewelaar, C. Delo, F. Parker, M. Solomons, C. Buys, S. Laws,

of the other part (hereinafter referred to as the "employees").

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Clothing Industry in the Magisterial District of George by Messrs. Sherleys Products (Proprietary), Limited, and the employees who entered into the said Agreement, and for whom wages are prescribed in clause 4 (1) hereof.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in operation until the 31st March, 1963, or for such period as the Minister may determine.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"basic-wage" or "wage" means that portion of the remuneration excluding cost of living allowance payable in money to an employee in respect of the ordinary hours of work laid down in clause 8: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed, it means such higher amount;

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

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

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

"clerical employee" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman and a telephone switch-board operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

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

(a) the making of all classes of men's and boy's tweed and linen hats, caps, and all classes of outer and under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, pyjamas and other nightwear; and

(b) wholesale bespoke tailoring and the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons, or the making of ladies' dresses manufactured for sale by retail by the manufacturers;

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

VERSOENINGSRAADOOREENKOMS VIR DIE KLERASIENYWERHEID, GEORGE.

OOREENKOMS

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

Sherleys Products (Proprietary), Limited,

aan die een kant (hieronder die „werkgever” genoem), en

A. da Silva, T. Williams, M. Tamboer, L. Fortuin, E. Davids, R. Terblanche, T. Sauer, L. Laws, D. Apples, G. Simpson, R. van Niekerk, F. Hector, M. Thomson, F. April, E. Thoreson, L. Davids, A. Phillips, M. Laws, H. Ohlson, N. Cunningham, E. Prins, G. Crowley, H. Williams, S. van Wyk, M. Fortuin, E. Smith, C. Dixon, S. Arends, S. Lamont, J. Eksteen, A. Stoffels, L. Phillips, M. Meyer, J. Jacobs, G. Dondos, E. Cherry, C. Potts, M. Figland, S. Fortuin, J. Cook, K. Janson, A. Plaatjies, E. Witbooi, C. Witbooi, E. Stripp, J. Lamont, E. Titus, S. Appollis, M. Nomdoe, L. Titus, L. Claassens, C. Cherry, M. Leven-dal, H. Harker, I. Wesso, L. Stoffels, R. Mingo, E. Motha, M. Pedro, R. Kirkwood, S. Witbooi, M. Pieterse, M. Tam-boer, S. da Silva, A. Campher, M. Cherry, S. Lamont, A. Saaiman, E. Motha, S. Williams, J. Bestenbier, G. Deyce, C. Jacobs, L. Deyce, M. J. Hendricks, E. Rhode, M. Giewelaar, C. Delo, F. Parker, M. Solomons, C. Buys, S. Laws,

aan die ander kant (hieronder die „werknemers” genoem).

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van die Ooreenkoms moet in die Klerasienywerheid in die landdrostdistrik George nagekom word deur mnr. Sherleys Products (Proprietary) Limited en die werknemers wat genoemde Ooreenkoms aangegaan het, en vir wie lone in klousule 4 (1) hiervan voorgeskryf word.

2. GELDIGHEIDSDUUR.

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid ooreenkomstig artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag tot 31 Maart 1963 of vir 'n tydperk wat die Minister bepaal.

3. WOORDOMSKRYWINGS.

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, bepaal is, het dieselfde betekenis as in daardie Wet; enige verwysings na 'n Wet sluit ook enige wysigings van die Wet in en behalwe waar die teendeel blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; verder, tensy dit in stryd is met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;

„basiese loon” of „loon” die gedeelte van die besoldiging, uitgesonderd lewenskostetoelae, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werke in artikel 8 bepaal: Met dien verstande dat as 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werke 'n hoër loon betaal as dié wat voorgeskryf word, dit sodanige hoër loon beteken;

„dryfbandhersheller” 'n werknemer wat gebreke masjien-bande regmaak en/of die werktuigkundige van die inrigting help;

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

„ketelbediener” 'n werknemer wat vuur in 'n stoomketel maak en die waterstand en stoomdruk in sodanige stoomketel op peil hou;

„Klerklike werknemer” 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en omvat 'n kassier, 'n stoomman en 'n telefonis, maar omvat nie enige ander klas werknemer wat elders in dié klousule omskryf word nie, ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se werk kan uitmaak;

„Klerasienywerheid” of „Nywerheid” wat uit die klerasie-en hemdeafdeling bestaan, omvat ook die volgende:—

(a) Die vervaardiging van alle soorte mans- en seuns-tweed- en linnehoede, pette en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke), vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, pyjamas en ander nagklere; en

(b) groothandel-op-maat-klere-makery en die vervaardiging van alle soorte kledingstukke met inbegrip van hoeveelheidsprodukte van klerasie wat op bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word, maar sluit nie hoedemakery of die vervaardiging van dames- of meisiesjasse en -kostuums of enige boklere in nie wat op maat van individuele persone gemaak is, of die maak van damesrokke wat vir verkoop in die kleinhandel deur die vervaardigers vervaardig is;

"clothing section" means—

- (a) that section of the Clothing Industry in which are made all classes of men's and boy's tweed and linen hats, caps and all classes of outer and under garments;
- (b) wholesale bespoke tailoring and the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities;

but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurement of individual persons or the making of ladies' dresses manufactured for sale by retail by the manufacturer;

"wholesale bespoke tailoring" means the making from materials supplied by the maker of tailored outer-garments, including ladies' and girls' tailored outer-garments to the measurement of individual persons for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers or from measurements supplied by any Department of State, Provincial Administration, the South African Railways and Harbour Administration, or any local authority by a clothing factory;

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

"cutter" means an employee engaged in one or more of the following operations—

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

"dealer" or "general dealer" means a person holding a licence under item 11 of the Second Schedule of the Licences Consolidation Act, 1925;

"despatch packer" means an employee who is wholly or mainly engaged in making up parcels or bales in readiness for transport or delivery;

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

"establishment" means any place in which the clothing industry is carried on;

"experience" means—

(i) in relation to—

- (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience was gained;
- (b) a traveller, the period or periods of employment which such employee has had as a traveller, in the Clothing Industry;

(ii) in relation to employees other than clerical, travellers, labourers, belt-boys, mechanics, boiler attendants, drivers, watchmen, messengers, errand boys and tea-girls—

- (a) the total period or periods of employment of an employee in any branch of the Clothing Industry, in any capacity other than that of a clerk, traveller, labourer, mechanic, belt-boy, messenger or errand boy, boiler attendant, tea-girl, driver of a vehicle, caretaker (or watchman);

(iii) in relation to a belt-boy, an errand boy and/or messenger and a tea-girl—

- (a) the total period or periods of employment which such employee has had as a belt-boy, errand boy and/or messenger and tea-girl, as the case may be, in the Clothing Industry;

(iv) where retail or private tailors or retail or private dress-makers seek employment in the Clothing Industry in a capacity other than clerk, traveller, labourer, mechanic, belt-boy, messenger, or errand boy, boiler attendant, tea-girl, driver of a vehicle, caretaker (or watchman), their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

„klerasieafdeling” —

- (a) daardie afdeling van die Klerasierywerheid waarin alle soorte mans- en seuns-tweed- en linnehoede, pette en alle soorte bo- en onderklere gemaak word;
- (b) groothandel-op-maat-klere-makery en die vervaardiging van alle soorte kledingstukke, met inbegrip van hoeveelheidsprodukte van klere wat volgens bestelling van enige Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word;

maar sluit nie hemde, boordjies, dasse, pijamas en ander nagklere, hoedemakery en die vervaardiging van dames- en meisiesjasse en -kostuums in nie, of enige ander boklere wat op maat van individuele persone gemaak is, of die maak van damesrokke wat vir verkoop in die kleinhandel deur die vervaardiger vervaardig is nie;

„groothandel-op-maat-klere-makery” die vervaardiging, uit materiaal wat deur die vervaardiger verskaf is, van snyers-gemaakte boklere, met inbegrip van snyersgemaakte dames- en meisiesboklere volgens die mate van individuele persone ter uitvoering van spesiale maatbestellings van handelaars wie se klante se mate deur, of op verantwoordelijkheid van, sodanige handelaars geneem is, of van mate voorsien deur enige Staatsdepartement, Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of enige plaaslike bestuur deur 'n klerasiefabriek;

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

„snyer” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Die vorm van kledingstukke of „lae” kledingstukke met behulp van patrone met kryt of andersins afmerk;
- (b) kledingstukke of „lae” kledingstukke met 'n elektriese, hand- of bandmes of 'n skêr uitsny;
- (c) monsterkledingstukke sny;
- (d) gebreide kledingstukke uit „lae” sny;
- (e) halfbroekies en frokkies met 'n skêr fatsoeneer;
- (f) insetsels met 'n masjien sny;
- (g) patroonsortering;

„handelaar” of „algemene handelaar” 'n persoon wat 'n lisensie ingevolge item 11 van die Tweede Bylae van die Licenties Konsolidatie Wet hou;

„versendingsverpakker” 'n werknemer wat pakkette of bale gereed vir vervoer of aflewering opmaak;

„bode” 'n werknemer onder 21 jaar wat briewe, boodskappe en pakkette buitekant die fabriek te voet of deur middel van 'n trapfiets, driewieler of handvoertuig aflewer;

„inrigting” enige plek waar die Klerasierywerheid uitgeoefen word;

„ondervinding” —

(i) met betrekking tot—

- (a) 'n klerklike werknemer, die totale dienstyd of -tye wat dié werknemer as 'n klerklike werknemer gehad het, ongeag die bedryf waarin die ondervinding opgedoen is;
- (b) 'n handelsreisiger, die dienstyd of -tye wat dié werknemer as handelsreisiger in die Klerasierywerheid gehad het;

(ii) met betrekking tot werknemers, uitgesonderd klerklike werknemers, handelsreisigers, arbeiders, dryfbandherstellers, werktuigkundiges, ketelbedieners, drywers, wagt, bodes, boodskappers en teemaaksters—

- (a) 'n werknemer se totale dienstyd of -tye in enige tak van die Klerasierywerheid in enige hoedanigheid, uitgesonderd klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, drywer van 'n voertuig, opsigter (of nagwag); en

(iii) met betrekking tot 'n dryfbandhersteller, 'n boodskapper en/of bode en 'n teemaakster—

- (a) die totale dienstyd of -tye wat dié werknemer in die Klerasierywerheid gehad het as 'n dryfbandhersteller, boodskapper en/of bode en teemaakster, al na gelang van die geval;

(iv) dat indien kleinhandel- of private klere-makers of kleinhandel- of private kostuummakers, in die Klerasierywerheid werk soek in enige hoedanigheid, uitgesonderd in dié van klerk, handelsreisiger, arbeider, werktuigkundige, dryfbandhersteller, bode of boodskapper, ketelbediener, teemaakster, drywer van 'n voertuig, opsigter (of wag), hul totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;

- (v) where ironers and/or folders and/or operators of a Hoffman press who have been employed in the laundry trade seek employment as ironers and/or folders, and/or pressers in the Clothing Industry their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

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

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

"grade I employee, male," means a male employee engaged in one or more of the following duties or capacities:—

- (1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;
- (2) passer, i.e. an employee who examines the finished-off garment for flaws;
- (3) pressing off finished garments by hand or machine;
- (4) fitter-up, i.e. an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outsides and insides together accurately so that the parts may go forward to the machine to be put together correctly;
- (5) baster including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (6) shaping designs of lapels and collars of coats preparatory to underbasting;
- (7) cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;
- (8) calendar, i.e. an employee who operates a calendar;
- (9) machine knitter, i.e. an employee who operates a knitting machine or a set of knitting machines;
- (10) mechanic;
- (11) wetting, ironing and shaping in knitting section;

"grade II employee, male," means a male employee engaged in one or more of the following duties or capacities in the knitting section:—

- (1) Former, i.e. forming hose to size on a steam press;
- (2) winder, i.e. an employee engaged in operating a yarn-winding machine;
- (3) linker, i.e. operating a linking machine;
- (4) wax ring making, transferring or stencilling by hand or machine, draw-thread operator, warper, packer or brusher;
- (5) operator of shrinking press;
- (6) assembling boxes, i.e. folding cardboard into cardboard containers for suites and other articles of clothing;
- (7) assistant to maintenance mechanic;
- (8) cutting of bias binding;
- (9) underpressing of men's and boys' melton and linen caps;
- (10) operating a shrinking press;
- (11) cutting of travellers' swatches;

"grade I employee, female," means a female employee engaged in one or more of the following duties or capacities:—

- (1) Machinist, i.e. an employee who performs any operations by sewing machine;
- (2) baster, including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;
- (3) shaping designs of lapels and collars of coats preparatory to underbasting;
- (4) finisher, i.e. an employee who performs one or more of the following operations by hand:—

Putting pads or wadding into shoulders of coats; fastening or "serging" sleeve-heads; wadding sleeve-heads; felling silk-facings already basted in position; making buttonholes by hand; felling sleeve-head linings, holding such in position with the fingers;

- (v) dat indien strykers en/of opvouers en/of bedieners van 'n Hoffman-pers wat in die wasnywerheid werksaam was, in die Klerasienywerheid werk soek as strykers en/of opvouers en/of persers, hulle totale ondervinding moet tel vir die betrekking van die minimum loon waarteen hulle diens kan aanvaar;

en, behoudens die bepalinge van klousule 4 (4) van hierdie Ooreenkoms, moet elke dienskontrak as ononderbroke beskou word van die tyd af waarop die werknemer by die werkgever in diens getree het, totdat dié diens wetlik beëindig word;

"voorman", "manlike opsigter", "voorvrou" of vroulike opsigter "n werknemer wat verantwoordelik is vir die regte en deeglike uitvoering van die werk wat in 'n fabriek of 'n afdeling van 'n fabriek aan sy of haar sorg toevertrou is;

"graad I-werknemer, manlik," 'n manlike werknemer in diens in een of meer van ondergenoemde pligte of hoedanighede:—

- (1) Masjienmerker, 'n werknemer wat met 'n naaimasjien enige werk in verband met kleremaak verrig;
- (2) nasiener, 'n werknemer wat die klaargemaakte kledingstukke vir gebreke nagaan;
- (3) klaargemaakte kledingstukke met die hand of met 'n masjien pers;
- (4) pasmaker, 'n werknemer wat die buitekant van kledingstukke tesame met die uitgesnyde voerings (opmaaksels genoem) bymekaar pas, en die binne- en buitekante noukeurig aanmekaar pas, sodat dié dele na die masjien kan gaan om reg aanmekaar gewerk te word;
- (5) ryger met inbegrip van opryg, d.w.s. handnaaiwerk by die regsit van 'n baadjie of gedeeltes daarvan ter voorbereiding van ander werksaamhede en/of voerings opryg, d.w.s. voerings van baadjies op hul plekke met die hand vaswerk ter voorbereiding van die aanmekaarwerk van kantsome;
- (6) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings opgeryg word;
- (7) herstellings en/of veranderings sny, met inbegrip van die tyd bestee aan die soek na en patroonpassing van materiaal;
- (8) kalenderbediener, 'n werknemer wat 'n kalender bedien;
- (9) masjienbreier, 'n werknemer wat 'n breimasjien of 'n stel breimasjiene bedien;
- (10) werktuigkundige;
- (11) omsoom, stryk en fatsoeneer in die brei-afdeling;

"graad II-werknemer, manlik," 'n werknemer in diens in enige een van die volgende pligte of hoedanighede in die brei-afdeling:—

- (1) Fatsoeneerder, d.w.s. 'n werknemer wat kouse in groottes op 'n stoompers fatsoeneer;
- (2) wenner, 'n werknemer wat 'n garingopwenmasjien bedien;
- (3) skakelmasjienbediener, 'n werknemer wat 'n skakelmasjien bedien;
- (4) wasringvervaardiging, kalkeer of sjabloneer, met die hand of masjien; draadtrekbediener, kettinggaringwerker, verpakker of borselaar;
- (5) bediener van 'n krimppers;
- (6) dose inmeekaarsit, d.w.s. kartonhouers vir pakke en ander klerasiartikels uit karton vou;
- (7) assistent vir 'n onderhoudswerktuigkundige;
- (8) skuinsomboorsel sny;
- (9) melton- en linnette vir mans en seuns onderpers;
- (10) 'n krimppers bedien;
- (11) monsterboekies vir handelsreisigers sny;

"graad I-werknemers, vroulik," 'n vroulike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—

- (1) Masjienwerker, 'n werknemer wat enige werk deur middel van 'n naaimasjien verrig;
- (2) ryg, met inbegrip van opryg, d.w.s. handnaaiwerk by die regstel van 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding van ander werk daaraan en/of voerings opryg, d.w.s. voerings van baadjies met die hand op hul plekke vaswerk ter voorbereiding van die naai van kantsome;
- (3) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings opgeryg word;
- (4) afwerker, 'n werknemer wat een of meer van onderstaande werksaamhede met die hand verrig:—

Stopsel of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue insit; syvoorkante wat reeds in posisie geryg is, onsigbaar insoom; knoopsgate met die hand maak; die voerings van die bo-ente van moue onsigbaar insoom en dit met die vingers in posisie hou;

- (5) ironing and folding or ironing, folding and pinning garments in the shirt section and for ladies' dresses and/or underwear;
 - (6) hand "patent" turners engaged in turning out or turning over the edges of collars, bands, cuffs, tabs or pockets with the use of a hand-iron;
 - (7) calendar, i.e. an employee who operates a calendar;
 - (8) machine knitter, i.e. an employee who operates a knitting machine or a set of knitting machines;
 - (9) passer, i.e. an employee who examines parts of or the finished garments for flaws;
 - (10) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;
 - (11) linker, i.e. operating a linking machine;
 - (12) mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
 - (13) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
 - (14) welting, shaping and ironing in knitting section;
- "grade II employee, female," means a female employee engaged in one or more of the following duties or capacities:—
- (1) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
 - (2) cleaning, i.e. cutting or trimming off loose-ends of cotton left on garments by previous operators;
 - (3) folding garments;
 - (4) ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed;
 - (5) machine patent turning, i.e. operating any form of automatic or semi-automatic machine which turns out or turns over the edges of points of collars, bands, cuffs, tabs, pockets, including the semi-automatic machine making collar tabs;
 - (6) marking the position of pockets, buttons or buttonholes in the shirt section; cutting the mouth of hip pockets;
 - (7) pinning shirts;
 - (8) pinning underwear motifs;
 - (9) sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;
 - (10) sorting, i.e. sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;
 - (11) packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;
 - (12) plain-sewing, i.e. performing by hand one or more of the following operations:—
Felling crutch linings in trousers; felling bottoms; fastening permanent turn-up; felling waistband linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses;
 - (13) table-hand, a female employee engaged in water-proofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller;
 - (14) stamper, i.e. stamping sizes and/or identifying work-numbers on garments or parts of garments;
 - (15) crimper;
 - (16) performing any of the following operations in the knitting section:—
Wax ring makers; draw-thread operators; cleaners; folders; folders and turners; forming; stencilling or transferring by hand or machine; packing, other than despatch packing; winding and warping;
 - (17) operator of semi-automatic press-stud machine;
 - (18) trimming of collars or cuffs by knife, scissors or contour machine;
 - (19) operators of hand-operated button covering machine;
 - (20) operating shrinking press;
 - (21) passing garments through steam press and receiving out at other end;

- (5) kledingstukke in die hemdeafdeling en in die afdeling vir damesrokke en/of onderklere stryk en vou of stryk, vou en aanmeekaarspeld;
 - (6) hand-patentomdraaier, 'n werknemer wat die rande van boortjies, bande, mansjette, oorklappies of sakke met behulp van 'n handstrykyster indraai of omvou;
 - (7) kalenderbediener, 'n werknemer wat 'n kalender bedien;
 - (8) masjienbreier, 'n werknemer wat 'n breimasjien of 'n stel breimasjiene bedien;
 - (9) nasiener, 'n werknemer wat gedeeltes van 'n kledingstuk of die afgewerkte klere vir gebreke nasien;
 - (10) voerder van 'n vervoermasjien, 'n werknemer verantwoordelik vir die voer van voorbereide onderdele van kledingstukke aan 'n vervoermasjien vir verdere werksaamhede en wat deur een of meer sorteerderys bygestaan kan word;
 - (11) skakelmasjienbediener, 'n werknemer wat 'n skakelmasjien bedien;
 - (12) heelmakers, werknemers wat gebreide kledingstukke vir gebreke ondersoek en sulke gebreke heelmaak;
 - (13) herstellings en/of vervangings sny, met inbegrip van die tyd bestee aan die soek en patroonpassing van materiaal;
 - (14) omsoom, fatsoeneer en stryk in die brei-afdeling;
- "graad II-werknemer, vroulik," 'n vroulike werknemer in diens in een of meer van die volgende pligte of hoedanighede:—
- (1) Spoele opwen, spoele met 'n spoelopwentoestel opwen;
 - (2) skoonmaak, d.w.s. los entjies garing wat deur vorige werknemers daar gelaat is, van kledingstukke afsny of afknip;
 - (3) kledingstukke vou;
 - (4) los boordjies stryk of kledingstukke wat reeds opgevou en gestryk is in die klerasieafdeling weer stryk;
 - (5) masjienpatentomdraai, enige soort outomatiese of half-outomatiese masjien bedien wat die rande van die punte van boordjies, bande, mansjette, lissies of sakke omkeer of omvou, met inbegrip van die half-outomatiese masjienvervaardiging van boordjieslissies;
 - (6) die plekke vir die sakke, knope of knoopsgate in die hemdeafdeling afmerk; die bek van heupsakke oopsny;
 - (7) hemde vasspeld;
 - (8) patrone op onderklere vasspeld;
 - (9) afsny, d.w.s. die fatsoen van halse afmerk of regsny ter voorbereiding van ander bewerkings daarvan;
 - (10) sorteer, d.w.s. vir verskillende werksaamhede uitsorteer of afvalstukkies kouse sorteer en losryg om weer opgewen te word;
 - (11) verpak, d.w.s. kledingstukke in dose of ander geskikte houers verpak of kledingstukke in bondels bymeekaarmaak voordat dit na die versendingsafdeling gaan;
 - (12) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:—
Mikvoerings onsigbaar in broeke omsoom; sitvlakke omsoom; permanente omslae omsoom; lyfbandvoerings of dele daarvan onsigbaar omsoom; hakies in broekbande vaswerk, en verskillende bykomstige naaiwerkies; halse of mousgate van onderbaadjies onsigbaar omsoom; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers en bykomstige naaiwerkies vaswerk; knope met die hand aanwerk; onderende van voerings of nate daarvan wat reeds vasgeryg is, onsigbaar omsoom; stootkante onsigbaar vassoom; hanglissies maak en aanwerk; oplegsels wat reeds ingeryg is, binne vaswerk; seidoekvoerings maak;
 - (13) tafelwerker, 'n vroulike werknemer wat werk verrig i.v.m. waterdigtingsprosesse deur nate en rande met rubberlym toe te smeer en dit dan met 'n klein hout-handroller plat te rol;
 - (14) stempel, d.w.s. die groottes en/of uitkenningswerknommers op kledingstukke of gedeeltes van kledingstukke stempel;
 - (15) krimper;
 - (16) enigeen van die volgende werksaamhede in die brei-afdeling verrig:—
Wasringvervaardiging; draadtrekbedieners; skoonmaak; opvou; opvou en omdraai; fatsoeneer; sjabloneer of kalkeer, met die hand of masjien; verpak, uitgesonderd versendingsverpakking; opwen en kettinggarings insit;
 - (17) bediener van halfoutomatiese drukknoopmasjien;
 - (18) kragies of mansjette met mes, skêr of kontoermasjien afwerk;
 - (19) bedieners van handmasjiene om knope oor te trek;
 - (20) krimppersbedieners;
 - (21) kledingstukke deur 'n stoompers stuur en dit aan die ander kant ontvang;

- (22) sewing shoulder pads into dresses;
- (23) fitting garments on models but excluding marking, measuring or cutting off of material;
- (24) underpressing of men's and boys' melton or linen caps;
- (25) line feeders;
- (26) operating a zipp machine;
- (27) operating an electric rubber welding machine;
- (28) cutting cloth from scallops;
- (29) writing of labels;
- (30) trimming and cleaning of belts after lining and belt have been machined together;
- (31) eyelet punching and letting;
- (32) covering buckles by hand or machine;
- (33) stamping on of sizes;
- (34) riveting buckles;
- (35) machine patent turning of loops;
- (36) assembling boxes, i.e. folding carboard into cardboard containers for suits and other articles of clothing;
- (37) cutting of bias binding;
- (38) ironing of creases on cuffs of shirts and crease lines in front of shirts;
- (39) examining of cut and/or uncut parts of lays;
- (40) cutting of travellers' swatches;

"head-cutter" means a qualified cutter as defined in the Agreement who is in charge of the cutting department of an establishment;

"hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 (1) of this Agreement, for the respective classes, divided by 43;

"interlining cutter" in the shirt section, means an employee employed solely in cutting linings for shirts, collars, pyjamas and other nightwear;

"law" includes the common law;

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

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

"mechanic" means an employee who is engaged in and responsible for maintaining machines or boilers in good repair;

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

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"monthly wage" means the weekly wage multiplied by 43;

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

"patent machine" means a button, button-hole, padding or felling machine;

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

"qualified" means in relating to an employee in the industry, an employee other than a foreman or male supervisor, a forewoman or female supervisor, a learner or an unskilled labourer, mechanic, caretaker, assistant despatch packer, driver of a motor vehicle or watchman;

"set-leader" means an employee who is responsible for the work executed by the employees composing a set or team under his charge;

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

"shirt-section" means that section of the clothing industry in which are made shirts, collars, ties, pyjamas and other nightwear;

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

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

- (22) skouerussinkies in rokke inwerk;
- (23) kledingstukke aan modelle pas, maar uitgesonderd die afmerk, meet of afsny van materiaal;
- (24) melton- of linnepette vir mans en seuns onderpers;
- (25) lynvoerder;
- (26) 'n ritsluitermasjiën bedien;
- (27) 'n elektriese rubberlasmasjiën bedien;
- (28) materiaal van uitskulpings afsny;
- (29) etikette uitskryf;
- (30) lyfbande afwerk en skoonmaak nadat die voering en die lyfbande aanmekeer gestik is;
- (31) vetergaatjies pons en inlaat;
- (32) gespes met die hand of masjiën oortrek;
- (33) groottes opstempel;
- (34) gespes vasklink;
- (35) die maak van lissies volgens masjiënpatent;
- (36) dose inmekearsit, d.w.s. kartonhouers vir pakke en ander klerasieartikels uit karton vou;
- (37) skuinsomboorsel sny;
- (38) kreukels op hempmansjette en voulyne in hemsborse stryk;
- (39) gesnyde en/of ongesnyde gedeeltes van „lae" ondersoek;
- (40) monsterboekies vir handelsreisigers sny;

„hoofsnyer" 'n gekwalifiseerde snyer soos in die Ooreenkoms omskryf, wat verantwoordelik is vir die snyafdeling van 'n inrigting;

„uurloon" die weekloon wat by klousule 4 (1) van die Ooreenkoms voorgeskryf word, vir die onderskeie klasse, gedeel deur 43;

„binnevoeringsnyer", in die hemde-afdeling, 'n werknemer wat uitsluitlik voerings vir hemde, boordjies, pijamas en ander nagklere uitsny;

„wet" omvat die gemeenereg;

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

„leerling" 'n werknemer wie se dienstryd of -tye hom nie in aanmerking bring om die loon te ontvang wat in artikel 4 (1) voorgeskryf word vir gekwalifiseerde werknemers van sy klas nie;

„werktuigkundige" 'n werknemer wat gebruik word en verantwoordelik is om masjiene en stoomketels in werkende orde te hou;

„boodskapper" 'n vroulike werknemer in diens om boodskappe of kledingstukke of onderdele van kledingstukke van een bewerking na 'n ander in die inrigting te dra;

„militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge die bepalings van artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat nie opleiding wat hy ooreenkomstig die bepalings van artikel drie-en-twintig van genoemde Wet verkies om te ondergaan en ook nie opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

„maandloon" die weekloon vermenigvuldig deur 43;

„motorvoertuigdrywer" 'n werknemer in diens om 'n motorvoertuig te dryf en vir die toepassing van hierdie woord-omskrywings sluit „'n motorvoertuig" dryf, alle dryf-tye in asook enige tyd deur die drywer bestee aan werk i.v.m. die voertuig of die vrag en alle tye waarin daar van hom vereis word om op sy pos te te wees, gereed om te dryf;

„patente masjiën" 'n knoop-, knoopsgat-, opstop- of omsoommasjiën;

„stukwerk" enige stelsel waarvolgens verdienste en hoeveelheid of omvang van gedane werk bereken word;

„gekwalfiseer", t.o.v. 'n werknemer in die Nywerheid, 'n werknemer uitgesonderd 'n voorman of manlike toesighouer, 'n voorvrou of vroulike toesighouer, 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, opsigter, assistent-verzendingsverpakker, drywer van 'n voertuig of wag;

„spanleier" 'n werknemer wat verantwoordelik is vir die werk verrig deur die werknemers wat 'n groep of span onder sy toesig uitmaak;

„werkspan" (soms ook 'n „span" genoem), 'n span werknemers van 3 of meer in getal wat werksaamhede stuksgewys verrig in verband met die maak van kledingstukke, gewoonlik onder toesig van 'n leier;

„hemdeafdeling" dié afdeling van die Klerasiennywerheid waar hemde, boordjies, dasse, pijamas en ander nagklere gemaak word;

„korttyd" 'n tydelike vermindering van die getal gewone weeklikse werkeure in 'n inrigting as gevolg van werkslapte of ander vereistes van die handel;

„stoorman" 'n werknemer algemeen verantwoordelik vir goedere en/of afgewerkte produkte en wat verantwoordelik is vir goedere in 'n stoor of pakhuis ontvang, verpak en uitpak en/of goedere van 'n stoor of pakhuis aan die verbruiksafdelings van 'n inrigting of vir versending lewer;

"task-work" means the setting by an employer (or his representative) to an employee of a stated number of garments or portion of garments to be made up by such employee within a specified time;

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

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

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

"trimmer" in the clothing section means an employee employed in marking in linings and/or cutting linings;

"under-presser" in the clothing section, means an employee other than a presser, employed in pressing processes, including the pressing of pockets and crutch linings of completed trousers and the pressing of fusable interlinings;

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

- Cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
- loading or unloading;
- carrying, moving or stacking articles;
- opening or closing doors; unpacking boxes, packages, bales or other containers;
- delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
- binding, wiring or strapping boxes or bales or other containers, and shall include an employee of the age of 21 years or over who performs the duties of an errand boy;

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

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

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) Subject to the provision of sub-clause (10) the minimum weekly wages and cost of living allowances that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:—

PART A.—CUTTING DEPARTMENT.

	Basic Wage.	Cost of Living Allowance.	Total.
	R	R	R
(i) Head cutter.....	16.85	7.15	24.00
(ii) Cutter—			
(a) Qualified.....	9.65	6.10	15.75
(b) Learner—			
First year—			
First six months.....	2.35	1.30	3.65
Second six months.....	3.00	1.65	4.65
Second year—			
First six months.....	3.57	2.08	5.65
Second six months.....	4.42	2.23	6.65
Third year—			
First six months.....	5.00	2.65	7.65
Second six months.....	5.55	3.10	8.65
Fourth year—			
First six months.....	6.15	3.50	9.65
Second six months.....	7.00	3.65	10.65
Fifth year—			
First six months.....	7.65	4.35	12.00
Second six months.....	8.85	4.65	13.50
Thereafter the wage specified in (a), i.e.	9.65	6.10	15.75
(iii) Interlining cutter, trimmer—			
(a) Qualified.....	6.10	3.50	9.60
(b) Learner—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.00	1.90	4.90
Third year—			
First six months.....	3.42	1.98	5.40
Second six months.....	3.82	2.08	5.90
Fourth year—			
First six months.....	4.17	2.23	6.40
Second six months.....	4.60	2.40	7.00

"taakwerk" die opdrag van 'n werkgewer (of sy verteenwoordiger) aan 'n werknemer om 'n bepaalde getal kledingstukke of dele van kledingstukke binne 'n gespesifiseerde tyd klaar te maak;

"teemaakster" 'n werknemer wat tee of dergelike drankte maak en wat koppies, pierings en kombuisgerei kan was en wat verantwoordelik kan wees vir die skoonmaak van die kombuis en/of eetkamers en/of ruskamers;

"handelsreisiger" 'n werknemer wat, as die reisende verteenwoordiger van 'n inrigting, namens dié inrigting bestellings van persone inwag, werf of solisiteer vir die verkoop en/of lewering van goedere aan hulle;

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

"opmaker" in die klerasieafdeling, 'n werknemer wat voerings afmerk en/of sny;

"onderperser" in die klerasieafdeling, 'n werknemer, uitgesonderd 'n perser, wat perswerk verrig, met inbegrip van die pers van sakke en voue van voltooide broeke en die pers van kleefbare binnevoerings;

"ongeskoolde arbeider" 'n werknemer wat een of meer van die volgende pligte of hoedanighede verrig:—

- Persele, installasie, masjinerie, voertuie, gereedskap of ander artikels skoonmaak en/of was;
- laai of aflaai;
- goedere dra, verskuif of opstapel;
- deure oop- of toemaak; kiste, pakkies, bale of ander houers uitpak;
- briewe, boodskappe of goedere buite die fabriekspersseel te voet of deur middel van 'n fiets, driewieler of handvoertuig aflewer;
- met die hand kiste, bale of ander houers merk, brandmerk, sjabloneer of van etikette voorsien;
- kiste of bale of ander houers vasbind, met drade vasmaak of vasgord, en dit omvat 'n werknemer van 21 jaar of ouer wat die pligte van 'n bode verrig;

"wag" 'n werknemer in diens om persele, geboue of ander eiendom te bewaak.

By die indeling van 'n werknemer, vir die toepassing van die Ooreenkoms, word dit beskou dat hy in dié klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE EN LEWENSKOSTETOELAES.

(1) Behoudens die bepalinge van subklousule (10) moet ondergenoemde minimum weeklone en lewenskostetoelaes aan ondergenoemde klasse werknemers betaal en deur hulle aangegaan word:—

DEEL A.—SNYAFDELING.

	Basiese loon.	Lewenskostetoelaes.	Totaal.
	R	R	R
(i) Hoofsnyer.....	16.85	7.15	24.00
(ii) Snyer—			
(a) Gekwalifiseer.....	9.65	6.10	15.75
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.35	1.30	3.65
Tweede ses maande.....	3.00	1.65	4.65
Tweede jaar—			
Eerste ses maande.....	3.57	2.08	5.65
Tweede ses maande.....	4.42	2.23	6.65
Derde jaar—			
Eerste ses maande.....	5.00	2.65	7.65
Tweede ses maande.....	5.55	3.10	8.65
Vierde jaar—			
Eerste ses maande.....	6.15	3.50	9.65
Tweede ses maande.....	7.00	3.65	10.65
Vyfde jaar—			
Eerste ses maande.....	7.65	4.35	12.00
Tweede ses maande.....	8.85	4.65	13.50
Daarna die loon voorgeskrif in (a), nl.	9.65	6.10	15.75
(iii) Binnevoeringsnyer, opmaker—			
(a) Gekwalifiseer.....	6.10	3.50	9.60
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.00	1.90	4.90
Derde jaar—			
Eerste ses maande.....	3.42	1.98	5.40
Tweede ses maande.....	3.82	2.08	5.90
Vierde jaar—			
Eerste ses maande.....	4.17	2.23	6.40
Tweede ses maande.....	4.60	2.40	7.00

	Basic Wage.	Cost of Living Allowance.	Total.
	R	R	R
Fifth year—			
First six months.....	5.00	3.00	8.00
Second six months.....	6.10	3.50	9.60
Thereafter the wage specified in (a), i.e.....	6.10	3.50	9.60
(c) If advanced to learner cutter—			
Sixth year—			
First six months.....	7.65	4.35	12.00
Second six months.....	8.85	4.65	13.50
Thereafter the wage specified in (ii) (a), i.e.....	9.65	6.10	15.75
(iv) Layer-up—			
(a) Qualified.....	4.00	2.25	6.25
(b) Learner—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.00	1.90	4.90
Third year—			
First six months.....	3.42	1.98	5.40
Second six months.....	3.43	2.08	5.51
Thereafter the wage specified in (a), i.e.....	4.00	2.25	6.25
(c) If advanced to learner cutter—			
Fourth year—			
First six months.....	5.00	3.00	8.00
Second six months.....	6.50	3.50	10.00
Fifth year—			
First six months.....	7.65	4.35	12.00
Second six months.....	8.85	4.65	13.50
Thereafter the wage specified in (ii) (a), i.e.....	9.65	6.10	15.75

PART B.—FACTORY OPERATIVES.

	Basic Wage.	Cost of Living Allowance.	Total.
	R	R	R
Grade I employee, male—			
(a) Qualified.....	7.65	4.35	12.00
(b) Learner—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.03	1.98	5.01
Third year—			
First six months.....	3.43	2.08	5.51
Second six months.....	4.00	2.25	6.25
Fourth year—			
First six months.....	4.60	2.40	7.00
Second six months.....	5.00	3.00	8.00
Fifth year—			
First six months.....	5.88	3.13	9.01
Second six months.....	6.50	3.50	10.00
Thereafter the wage specified in (a), i.e.....	7.65	4.35	12.00
Grade II employee, male—			
(a) Qualified.....	4.60	2.40	7.00
(b) Learner—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.03	1.98	5.01
Third year—			
First six months.....	3.43	2.08	5.51
Second six months.....	4.00	2.25	6.25
Thereafter the wage specified in (a), i.e.....	4.60	2.40	7.00
(c) If advanced to Grade I employee, male—			
Fourth year—			
First six months.....	4.60	2.40	7.00
Second six months.....	5.00	3.00	8.00
Fifth year—			
First six months.....	5.88	3.13	9.01
Second six months.....	6.50	3.50	10.00
Thereafter the wage specified in (a), i.e.....	7.65	4.35	12.00

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	R	R	R
Vyfde jaar—			
Eerste ses maande.....	5.00	3.00	8.00
Tweede ses maande.....	6.10	3.50	9.60
Daarna die loon voorgeskryf in (a), nl.....	6.10	3.50	9.60
(c) Indien bevorder tot leerling-snyer—			
Sesde jaar—			
Eerste ses maande.....	7.65	4.35	12.00
Tweede ses maande.....	8.85	4.65	13.50
Daarna die loon voorgeskryf in (ii) (a), nl.....	9.65	6.10	15.75
(iv) Laemaker—			
(a) Gekwalifiseer.....	4.00	2.25	6.25
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.00	1.90	4.90
Derde jaar—			
Eerste ses maande.....	3.42	1.98	5.40
Tweede ses maande.....	3.43	2.08	5.51
Daarna die loon voorgeskryf in (a) nl.....	4.00	2.25	6.25
(c) Indien tot leerlingsnyer bevorder—			
Vierde jaar—			
Eerste ses maande.....	5.00	3.00	8.00
Tweede ses maande.....	6.50	3.50	10.00
Vyfde jaar—			
Eerste ses maande.....	7.65	4.35	12.00
Tweede ses maande.....	8.85	4.65	13.50
Daarna die loon voorgeskryf in (ii) (a), nl.....	9.65	6.10	15.75

DEEL B.—FABRIEKSWERKERS.

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	R	R	R
Graad I-werknemer, manlik—			
(a) Gekwalifiseer.....	7.65	4.35	12.00
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.03	1.98	5.01
Derde jaar—			
Eerste ses maande.....	3.43	2.08	5.51
Tweede ses maande.....	4.00	2.25	6.25
Vierde jaar—			
Eerste ses maande.....	4.60	2.40	7.00
Tweede ses maande.....	5.00	3.00	8.00
Vyfde jaar—			
Eerste ses maande.....	5.88	3.13	9.01
Tweede ses maande.....	6.50	3.50	10.00
Daarna die loon voorgeskryf in (a), nl.....	7.65	4.35	12.00
Graad II-werknemer, manlik—			
(a) Gekwalifiseer.....	4.60	2.40	7.00
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.03	1.98	5.01
Derde jaar—			
Eerste ses maande.....	3.43	2.08	5.51
Tweede ses maande.....	4.00	2.25	6.25
Daarna die loon voorgeskryf in (a), nl.....	4.60	2.40	7.00
(c) Indien bevorder tot Graad I-werknemer, manlik—			
Vierde jaar—			
Eerste ses maande.....	4.60	2.40	7.00
Tweede ses maande.....	5.00	3.00	8.00
Vyfde jaar—			
Eerste ses maande.....	5.88	3.13	9.01
Tweede ses maande.....	6.50	3.50	10.00
Daarna die loon voorgeskryf in (a), nl.....	7.65	4.35	12.00

	Basic Wage.	Cost of Living Allowance.	Total.
	R	R	R
Grade I employee, female—			
(a) Qualified.....	5.00	2.50	7.50
(b) Learner—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.03	1.98	5.01
Third year—			
First six months.....	3.43	2.08	5.51
Second six months.....	4.00	2.25	6.25
Thereafter the wage specified in (a), i.e.....	5.00	2.50	7.50
Grade II employee, female—			
(a) Qualified.....	3.43	2.08	5.51
(b) Unqualified—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.00	1.90	4.90
Third year—			
First six months.....	3.42	1.98	5.40
Thereafter the wage specified in (a), i.e.....	3.43	2.08	5.51
(c) If advanced to Grade I employee, female—			
Fourth year—			
First six months.....	3.43	2.08	5.51
Second six months.....	4.00	2.25	6.25
Thereafter the wage specified in (a), i.e.....	5.00	2.50	7.50
Messenger—			
(a) Qualified.....	3.03	1.98	5.01
(b) Learner—			
First year—			
First six months.....	2.30	1.30	3.60
Second six months.....	2.50	1.30	3.80
Second year—			
First six months.....	2.73	1.53	4.26
Second six months.....	3.00	1.75	4.75
Thereafter the wage specified in (a), i.e.....	3.03	1.98	5.01
Errand boy—			
(a) Qualified.....	3.03	1.98	5.01
(b) Learner—			
First year—			
First six months.....	2.20	1.30	3.50
Second six months.....	2.50	1.30	3.80
Second year—			
First six months.....	2.73	1.53	4.26
Second six months.....	3.00	1.75	4.75
Thereafter the wage specified in (a), i.e.....	3.03	1.98	5.01
Under presser—			
(a) Qualified.....	6.10	3.50	9.60
(b) Learner—			
First year—			
First six months.....	2.10	1.30	3.40
Second six months.....	2.50	1.40	3.90
Second year—			
First six months.....	2.87	1.53	4.40
Second six months.....	3.00	1.90	4.90
Third year—			
First six months.....	3.42	1.98	5.40
Second six months.....	3.43	2.08	5.51
Fourth year—			
First six months.....	4.00	2.25	6.25
Second six months.....	4.60	2.40	7.00
Fifth year—			
First six months.....	5.00	3.00	8.00
Second six months.....	5.88	3.13	9.01
Thereafter the wage specified in (a), i.e.....	6.10	3.50	9.60
(c) If advanced to learner presser—			
Sixth year—			
First six months.....	6.10	3.50	9.60
Second six months.....	7.15	4.35	11.50
Thereafter the wage specified for a qualified Grade I employee (male), i.e.....	7.65	4.35	12.00

	Basiese loon.	Lewens-koste-toelac.	Totaal.
	R	R	R
Graad I-werknemer, vroulik—			
(a) Gekwalifiseer.....	5.00	2.50	7.50
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.03	1.98	5.01
Derde jaar—			
Eerste ses maande.....	3.43	2.08	5.51
Tweede ses maande.....	4.00	2.25	6.25
Daarna die loon voorgeskryf in (a), nl.....	5.00	2.50	7.50
Graad II-werknemer, vroulik—			
(a) Gekwalifiseer.....	3.43	2.08	5.51
(b) Ongekwalfiseer—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.00	1.90	4.90
Derde jaar.....	3.42	1.98	5.40
Daarna die loon voorgeskryf in (a), nl.....	3.43	2.08	5.51
(c) Indien bevorder tot Graad I-werknemer, vroulik—			
Vierde jaar—			
Eerste ses maande.....	3.43	2.08	5.51
Tweede ses maande.....	4.00	2.25	6.25
Daarna die loon voorgeskryf in (a), nl.....	5.00	2.50	7.50
Boodskapper—			
(a) Gekwalifiseer.....	3.03	1.98	5.01
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.30	1.30	3.60
Tweede ses maande.....	2.50	1.30	3.80
Tweede jaar—			
Eerste ses maande.....	2.73	1.53	4.26
Tweede ses maande.....	3.00	1.75	4.75
Daarna die loon voorgeskryf in (a), nl.....	3.03	1.98	5.01
Bode—			
(a) Gekwalifiseer.....	3.03	1.98	5.01
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.20	1.30	3.50
Tweede ses maande.....	2.50	1.30	3.80
Tweede jaar—			
Eerste ses maande.....	2.73	1.53	4.26
Tweede ses maande.....	3.00	1.75	4.75
Daarna die loon voorgeskryf in (a), nl.....	3.03	1.98	5.01
Onderperser—			
(a) Gekwalifiseer.....	6.10	3.50	9.60
(b) Leerling—			
Eerste jaar—			
Eerste ses maande.....	2.10	1.30	3.40
Tweede ses maande.....	2.50	1.40	3.90
Tweede jaar—			
Eerste ses maande.....	2.87	1.53	4.40
Tweede ses maande.....	3.00	1.90	4.90
Derde jaar—			
Eerste ses maande.....	3.42	1.98	5.40
Tweede ses maande.....	3.43	2.08	5.51
Vierde jaar—			
Eerste ses maande.....	4.00	2.25	6.25
Tweede ses maande.....	4.60	2.40	7.00
Vyfe jaar—			
Eerste ses maande.....	5.00	3.00	8.00
Tweede ses maande.....	5.88	3.13	9.01
Daarna die loon voorgeskryf vir 'n gekwalifiseerde graad I-werknemer (manlik), nl.....	6.10	3.50	9.60
(c) Indien tot leerlingperser bevorder—			
Sesde jaar—			
Eerste ses maande.....	6.10	3.50	9.60
Tweede ses maande.....	7.15	4.35	11.50
Daarna die loon voorgeskryf vir 'n gekwalifiseerde graad I-werknemer (manlik), nl.....	7.65	4.35	12.00

PART C.—CLERICAL AND TRAVELLERS.

	Basic Wage.	Cost of Living Allowance.	Total.
	R	R	R
Clerical employees (male)—			
First year of experience.....	4.62	2.38	7.00
Second year of experience.....	5.90	3.10	9.00
Third year of experience.....	7.16	4.35	11.51
Fourth year of experience.....	9.70	5.58	15.28
Fifth year of experience.....	12.30	7.08	19.38
Thereafter.....	14.79	7.15	21.94
Clerical employees (female)—			
First year of experience.....	4.62	2.38	7.00
Second year of experience.....	5.50	3.00	8.50
Third year of experience.....	6.50	3.50	10.00
Fourth year of experience.....	7.15	4.35	11.50
Thereafter.....	8.35	4.65	13.00
Traveller, male, qualified.....	25.15	7.15	32.30
Traveller, male, unqualified—			
During first year of experience.....	15.90	7.15	23.05
During second year of experience.....	18.25	7.15	25.40
During third year of experience.....	20.55	7.15	27.70
During fourth year of experience.....	22.85	7.15	30.00
Traveller, female, qualified.....	25.15	7.15	32.30
Traveller, female, unqualified—			
During first year of experience.....	15.90	7.15	23.05
During second year of experience.....	18.25	7.15	25.40
During third year of experience.....	20.55	7.15	27.70
During fourth year of experience.....	22.85	7.15	30.00

PART D.—GENERAL.

	Basic Wage.	Cost of Living Allowance.	Total.
	R	R	R
Boiler attendant.....	3.93	2.08	6.01
Belt boy, qualified.....	3.93	2.08	6.01
Belt boy, unqualified—			
First six months of experience.....	2.10	1.30	3.40
Second six months of experience.....	2.50	1.40	3.90
Third six months of experience.....	2.87	1.53	4.40
Fourth six months of experience.....	3.00	1.90	4.90
Fifth six months of experience.....	3.42	1.98	5.40
Sixth six months of experience.....	3.43	2.08	5.51
Thereafter.....	3.93	2.08	6.01
Despatch packers.....	4.25	2.25	6.50
Assistant despatch packers.....	3.42	1.98	5.40
Foreman or male supervisor.....	17.65	7.15	24.80
Forewoman or female supervisor.....	10.10	6.10	16.20
Unskilled labourer—			
(i) 18 years of age and over.....	3.93	2.08	6.01
(ii) Under 18 years of age.....	3.03	1.98	5.01
Driver of a motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 6,000 lb.....	6.50	3.50	10.00
(ii) exceeds 6,000 lb.....	7.00	3.50	10.50
Traveller's assistant.....	6.00	3.50	9.50
Watchman.....	5.10	2.90	8.00
Tea-girl.....	3.03	1.98	5.01

COST OF LIVING ALLOWANCES.

N.B.—The above allowances are payable to all employees in respect of the minimum wages prescribed.

Persons paid wages in excess of those prescribed are entitled to the following scale of allowances subject to the following conditions:—

- In no case can the total amount of wages and allowances paid as at the date of coming into operation of this Agreement be reduced.
- In no case can the total paid in basic wages and cost of living allowances be less than the corresponding total shown elsewhere in this clause for an employee of the class and experience concerned.

Basic Wage per Week.		C.O.L.A. per Week.	Basic Wage per Week.		C.O.L.A. per Week.
Over.	To.		Over.	To.	
R	R	R	R	R	R
—	2.00	1.25	6.50	7.00	3.50
2.00	2.50	1.30	7.00	7.50	4.35
2.50	3.00	1.53	7.50	8.00	4.35
3.00	3.50	1.98	8.00	9.00	4.65
3.50	4.00	2.08	9.00	10.00	5.05
4.00	4.50	2.23	10.00	11.00	6.10
4.50	5.00	2.38	11.00	12.00	6.10
5.00	5.50	2.90	12.00	13.00	7.00
5.50	6.00	3.10	13.00	—	7.15
6.00	6.50	3.50	—	—	—

DEEL C.—KLERKLIKE WERKNEMERS EN HANDELSREISIGERS.

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	R	R	R
Klerklike werknemers (manlik)—			
Eerste jaar ondervinding.....	4.62	2.38	7.00
Tweede jaar ondervinding.....	5.90	3.10	9.00
Derde jaar ondervinding.....	7.16	4.35	11.51
Vierde jaar ondervinding.....	9.70	5.58	15.28
Vyfde jaar ondervinding.....	12.30	7.08	19.38
Daarna.....	14.79	7.15	21.94
Klerklike werknemers (vroulik)—			
Eerste jaar ondervinding.....	4.62	2.38	7.00
Tweede jaar ondervinding.....	5.50	3.00	8.50
Derde jaar ondervinding.....	6.50	3.50	10.00
Vierde jaar ondervinding.....	7.15	4.35	11.50
Daarna.....	8.35	4.65	13.00
Handelsreisiger, manlik, gekwalifiseer.....	25.15	7.15	32.30
Handelsreisiger, manlik, ongekwalifiseer—			
Gedurende eerste jaar ondervinding.....	15.90	7.15	23.05
Gedurende tweede jaar ondervinding.....	18.25	7.15	25.40
Gedurende derde jaar ondervinding.....	20.55	7.15	27.70
Gedurende vierde jaar ondervinding.....	22.85	7.15	30.00
Handelsreisiger, vroulik, gekwalifiseer.....	25.15	7.15	32.30
Handelsreisiger, vroulik, ongekwalifiseer—			
Gedurende eerste jaar ondervinding.....	15.90	7.15	23.05
Gedurende tweede jaar ondervinding.....	18.25	7.15	25.40
Gedurende derde jaar ondervinding.....	20.55	7.15	27.70
Gedurende vierde jaar ondervinding.....	22.85	7.15	30.00

DEEL D.—ALGEMEEN.

	Basiese loon.	Lewens-koste-toelae.	Totaal.
	R	R	R
Ketelbediener.....	3.93	2.08	6.01
Dryfbandhersteller, gekwalifiseer.....	3.93	2.08	6.01
Dryfbandhersteller, ongekwalifiseer—			
Eerste ses maande ondervinding.....	2.10	1.30	3.40
Tweede ses maande ondervinding.....	2.50	1.40	3.90
Derde ses maande ondervinding.....	2.87	1.53	4.40
Vierde ses maande ondervinding.....	3.00	1.90	4.90
Vyfde ses maande ondervinding.....	3.42	1.98	5.40
Sesde ses maande ondervinding.....	3.43	2.08	5.51
Daarna.....	3.93	2.08	6.01
Versendingsverpakker.....	4.25	2.25	6.50
Assistent-versendingsverpakker.....	3.42	1.98	5.40
Voorman of manlike toesighouer.....	17.65	7.15	24.80
Voortvrou of vroulike toesighouer.....	10.10	6.10	16.20
Ongekoelde arbeider—			
(i) 18 jaar en ouer.....	3.93	2.08	6.01
(ii) Onder 18 jaar.....	3.03	1.98	5.01
Motorvoertuigdrywer van 'n voertuig waarvan onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur so 'n voertuig getrek word—			
(i) hoogstens 6,000 lb. is.....	6.50	3.50	10.00
(ii) meer is as 6,000 lb.....	7.00	3.50	10.50
Handelsreisiger se helper.....	6.00	3.50	9.50
Wag.....	5.10	2.90	8.00
Teemaakster.....	3.03	1.98	5.01

LEWENSKOSTETOELAES.

L.W.—Bostaande toelae is betaalbaar aan alle werknemers wat die minimum voorgeskrewe lone ontvang

Persone aan wie meer as die voorgeskrewe lone betaal word, is, behoudens die volgende voorwaardes, geregtig op onderstaande toelae:—

- In geen geval kan die totale bedrag aan lone en toelae wat op die datum van die inwerkingtreding van die Ooreenkomst betaalbaar is, verminder word nie.
- In geen geval kan die totaal wat aan basiese lone en lewenskostetoelae betaal is, minder wees as die ooreenstemmende totaal wat elders in dié artikel aangetoon word vir 'n werknemer van die betrokke klas en ondervinding nie.

Basiese loon per week.		L.K.T. per week.	Basiese loon per week.		L.K.T. per week.
Meer as.	Tot.		Meer as.	Tot.	
R	R	R	R	R	R
—	2.00	1.25	6.50	7.00	3.50
2.00	2.50	1.30	7.00	7.50	4.35
2.50	3.00	1.53	7.50	8.00	4.35
3.00	3.50	1.98	8.00	9.00	4.65
3.50	4.00	2.08	9.00	10.00	5.05
4.00	4.50	2.23	10.00	11.00	6.10
4.50	5.00	2.38	11.00	12.00	6.10
5.00	5.50	2.90	12.00	13.00	7.00
5.50	6.00	3.10	13.00	—	7.15
6.00	6.50	3.50	—	—	—

(2) *Set-leaders*.—In addition to the wage plus cost of living allowance computed in terms of sub-clause (1) of this clause, any employee when called upon to perform the duties of a set-leader, shall receive and be paid an additional 65 cents per week, with no extra cost of living payable thereon whilst so employed.

(3) *Bespoke Work*.—In addition to the wage plus cost of living allowance payable in terms of sub-clause (1) of this clause, any employee (other than one exclusively employed in cutting out marked-in garments) who is employed in the clothing section upon the production of garments made to the measurement of individual persons, shall for the time he is so employed be paid an amount of 10 per cent of the wage prescribed in sub-clause (1) of this clause for the class of work on which he is employed.

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

(a) All employees who qualify for an increase during the period 1st January to 31st March of the calendar year shall be granted such increases with effect from and including the first pay week after the 15th February of such year. When an employee is not in employment during the said pay week he shall become entitled to the increase with effect from the date he is employed.

(b) Likewise and in the same manner all increases which become due during the periods 1st April to 30th June, 1st July to 30th September, and 1st October to 31st December of each calendar year shall accrue to employees on the 15th May, 15th August and 15th November which falls within the respective periods.

(c) In calculating whether an employee qualifies for an increment all periods of absence from work shall be counted as employment except any absence without pay for a continuous period in excess of four consecutive pay weeks.

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

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

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

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

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

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

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

(8) Subject to the provisions of sub-clause (4) of clause 5, sub-clauses (1), (2) and (3) of clause 11 and sub-clause (3) (b) of clause 10, an employee shall be paid the full weekly wage and cost of living allowance prescribed in sub-clause (1) of this clause for an employee of his class whether he has worked full time or less.

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

(10) *Cost of Living Allowance*.—The cost of living allowances payable shall be as provided in sub-clause (1) of this clause subject to the following conditions:—

- (a) If the allowances prescribed by War Measure No. 43 of 1942 (as amended), or any measure replacing same, are at any time varied during the period of operation of this Agreement then the allowances set forth in sub-clause (1)

(2) *Spanleiers*.—Bo en behalwe die loon plus lewenskostetoelae wat kragtens subklousule (1) van dié klousule bereken word, moet 'n werknemer van wie dit vereis word om die werk van 'n spanleier te verrig, 'n ekstra 65c per week, sonder ekstra lewenskostetoelae daarop, ontvang en betaal word vir solank hy aldus in diens is.

(3) *Op-maat-werk*.—Bo en behalwe die loon plus lewenskostetoelae wat kragtens subklousule (1) van dié klousule aan 'n werknemer (uitgesonderd 'n werknemer wat uitsluitlik afgemerkte kledingstukke uitsny) wat in die klerasieafdeling in diens is vir die produksie van kledingstukke wat op maat van individuele persone gemaak word, betaalbaar is, moet aan hom vir die tyd wat hy in diens is, 'n bedrag betaal word wat 10 persent van die loon is wat in subklousule (1) van dié klousule voorgeskryf word vir die klas werk waarvoor hy in diens is.

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

(a) Aan alle werknemers wat kwalifiseer vir 'n verhoging gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar, moet sodanige verhogings toegestaan word met ingang van, en met inbegrip van, die eerste betaalweek na 15 Februarie van sodanige jaar. Indien 'n werkgewer nie gedurende genoemde betaalweek in diens is nie, is hy geregtig op die verhoging met ingang van die datum waarop hy in diens is.

(b) Insgelyks en op dieselfde manier moet alle verhogings waarop werknemers gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar geregtig word, hulle toekom op die 15de Mei, die 15de Augustus en die 15de November wat in die onderskeie tydperke val.

(c) Wanneer daar bereken word of 'n werknemer vir 'n verhoging kwalifiseer, word alle tydperke van afwesigheid van werk as diens getel, uitgesonderd waar 'n werknemer sonder betaling van werk afwesig was vir 'n onafgebroke tydperk van meer as vier agtereenvolgende betaalweke.

(5) Tensy anders hierin bepaal, moet aan 'n werknemer wat van een werk na 'n ander oorgeplaas word waarvoor lone in die Ooreenkoms voorgeskryf word, hetsy by dieselfde werkgewer, of as hy by 'n ander werkgewer diens aanvaar, die loon betaal word wat voorgeskryf is ten opsigte van die ondervinding wat dié werknemer in die Nywerheid het, afgesien van die werk waarin genoemde ondervinding opgedoen is.

(6) *Differensiële lone*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir meer as een uur altesaam op enige dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

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

met dien verstande dat as die verskil tussen klasse kragtens subklousule (1) berus op ondervinding, geslag of ouderdom, die subklousule nie van toepassing is nie.

(7) Aan 'n werknemer wat met 'n patentemasjien werk, mag nie minder betaal word nie as wat aan haar voorganger betaal is toe laasgenoemde opgehou het om met sodanige masjien te werk nie; met dien verstande dat dié beperking nie in die geval van 'n werknemer wat uit eie beweging uit diens van die betrokke werkgewer tree, van toepassing is nie.

(8) Behoudens die bepalings van subklousule (4) van klousule 5, subklousules (1), (2) en (3) van klousule 11 en subklousule 3 (b) van klousule 10, moet aan 'n werknemer die volle weekloon betaal word wat in subklousule (1) van dié klousule vir 'n werknemer van sy klas voorgeskryf is, of hy die volle tyd gewerk het, of minder.

(9) In 'n inrigting waar geen voorman of voorvrou in diens is nie, is enige werknemer (uitgesonderd 'n spanleier) wat vir die werk van ander werknemers verantwoordelik gehou word, geregtig op en moet betaal word teen minstens die opsigter se loonskaal en lewenskostetoelae voorgeskryf in subklousule (1) van dié klousule.

(10) *Lewenskostetoelae*.—Die lewenskostetoelae wat betaalbaar is, is soos voorgeskryf in subklousule (1) van dié klousule, behoudens die volgende voorwaardes:—

- (a) Indien die toelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942 (soos gewysig) of enige maatreël wat dit vervang, te eniger tyd gewysig word gedurende die geldigheidsduur van hierdie Ooreenkoms, moet die toelae uiteengesit in subklousule (1) ook gewysig word in elke loongroep deur

shall also be varied in each wage group by the same amount by which the allowances for the corresponding wage group under the said War Measure (or any measure replacing same) has been varied, plus 10 per cent of such variation.

- (b) The allowances payable in terms of sub-clause (1) shall at no time be less than the corresponding allowance payable in terms of the said War Measure (or any measure replacing same).
- (c) No deduction whatever shall be made from the cost of living allowance payable in terms of sub-clause (1); provided that whenever a deduction from the wages of an employee is permitted by this Agreement in respect of any failure of such employee to fulfil the terms of his contract, a corresponding *pro rata* deduction may be made from the cost of living allowance payable in respect of the same period.
- (d) The requirements of this sub-clause shall not apply to any employee whose remuneration is in excess of R36 per week or R156 per month (or such other amounts as may from time to time be prescribed as the "ceiling" under the said War Measure or any measure replacing same).

5. PAYMENT OF WAGES.

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

(2) (a) Remuneration due to an employee shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 8 (5) under the Act but not later than 5.30 p.m. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

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

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

(3) *Wage Envelopes.*—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate or rate per hour, deductions made in terms of sub-clause (4) of this clause and sub-clauses (1), (2) and (3) of clause 11 (i.e. short time), and the date up to which the wage or rates shown on the envelope are paid.

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

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, a *pro rata* amount for actual time lost may be deducted;
- (b) with the written consent of the employee, deductions for holiday, savings and/or sick benefit funds that may be agreed upon between the employer and his employees;
- (c) with the written consent of the employee, deductions in respect of trade union subscriptions in accordance with the provisions of clause 18 of this Agreement;
- (d) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee;
- (e) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- (f) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding fifteen cents may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid;
- (g) no employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than five cents per week may be made in accordance with clause 12 of this Agreement;

dieselfde bedrag waardeur die toelae vir die ooreenstemmende loongroep by die Oorlogsmaatreël (of enige maatreël wat dit vervang) gewysig is, plus 10 persent van sodanige wysiging.

- (b) Die toelae betaalbaar kragtens subklousule (1) moet nooit minder wees as die ooreenstemmende toelae betaalbaar kragtens dié Oorlogsmaatreël (of enige maatreël wat dit vervang) nie.
- (c) Van die lewenskostoelae wat ingevolge subklousule (1) betaalbaar is, hoegenaamd geen attrekkings gemaak word nie; met dien verstande dat wanneer dit kragtens hierdie Ooreenkoms toegestaan word om van die loon van 'n werknemer 'n aftrekking te maak ten opsigte van enige versuim van sodanige werknemer om die voorwaardes van sy kontrak na te kom, 'n ooreenkomstige *pro rata* aftrekking van die lewenskostoelae wat ten opsigte van dieselfde tydperk betaalbaar is, gemaak kan word.
- (d) Die vereistes van hierdie subklousule is nie van toepassing op 'n werknemer wie se besoldiging meer as R36 per week of R156 per maand is nie (of sulke ander bedrae wat van tyd tot tyd ooreenkomstig die Oorlogsmaatreël, of enige maatreël wat dit vervang, as die hoogste bedrag voorgeskryf kan word).

5. BETALING VAN LONE.

(1) Niks in hierdie Ooreenkoms vervat, kan die loon wat aan enige werknemer betaal is onmiddellik voor of op die datum waarop hierdie Ooreenkoms van krag geword het, of waarop hy geregtig was, verminder terwyl sodanige werknemer by dieselfde werkgewer in diens is nie. Die bepalinge van dié subklousule is ook van toepassing in die geval van enige werknemer wie se dienste beëindig word deur sodanige werkgewer na die aanvangsdatum van hierdie Ooreenkoms en wat weer deur sodanige werkgewer in diens geneem word.

(2) (a) Besoldiging aan 'n werknemer verskuldig moet wekeliks elke Vrydag in kontant betaal word op die plek en tyd genoem in die kennisgewing wat ooreenkomstig regulasie 8 (5) ingevolge die Wet vertoon word, maar nie later as 5.30 nm. nie, en alle tyd wat verloop na die gewone werkeure en die tyd wanneer betaling gedoen word, word as oortyd beskou. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling op die dag voor dié vakansiedag gedoen word.

(b) Werknemer in diens op 'n maandelikse basis, moet op of voor die laaste dag van elke kalendermaand, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer val, betaal word.

(c) Met dien verstande dat as die dienskontrak op enige ander werkdag as die gewone betaaldag van die inrigting beëindig word, alle lone, of ander gelde aan die werknemer verskuldig, onmiddellik by diensbeëindiging betaal moet word, en as dit nie gedoen word nie, is die werknemer ook geregtig op sy gewone loon en lewenskostoelae vir enige tydperk tot op die tydstip wanneer hy betaal word.

(3) *Loonkoeverte.*—Alle lone moet aan werknemers oorhandig word in verskeide koeverte waarop die naam van die werknemer, sy fabrieksnummer en die naam van die werkgewer aangegee is. Die loonkoevert moet die volgende vermeld: Die getal ure wat deur die werknemer gewerk is, sy voorgeskrewe weekloon of skaal per uur, aftrekkings gemaak ingevolge subklousule (4) van hierdie klousule en subklousules (1), (2) en (3) van klousule 11 (d.w.s. korttyd), en die datum tot waarop lone of skale wat op die koevert aangegeen is, betaal word.

(4) Geen aftrekkings, van watter aard ook al mag van die bedrag aan 'n werknemer verskuldig gemaak word nie, uitgesonderd ondergenoemde:—

- (a) Behalwe waar dit anders in die Ooreenkoms bepaal word, wanneer 'n werknemer van sy werk afwesig is, kan 'n *pro rata*-bedrag vir tyd wat werklik verloor is, afgetrek word;
- (b) met die skriftelike toestemming van die werknemer, aftrekkings ten opsigte van vakansie-, spaar- en/of siektebystandfondse waarvoor deur die werkgewer en sy werknemers ooreengekom is;
- (c) met die skriftelike toestemming van die werknemer, aftrekkings ten opsigte van vakverenigingsgedeelte ooreenkomstig die bepalinge van klousule 18 van die Ooreenkoms;
- (d) enige bedrag wat deur 'n werkgewer betaal word wat by 'n wet, ordonansie of regsgeeding verplig word om betaling ten behoeve van 'n werknemer te doen;
- (e) 'n aftrekking van enige bedrag wat 'n werkgewer by wet of bevel van 'n bevoegde hof, verplig of toegelaat word om te doen;
- (f) as 'n werkgewer 'n werknemer van 'n skêr voorsien, kan hy as betaling daarvoor 'n bedrag van hoogstens 15c per week aftrek totdat die prys waarteen die werkgewer die skêr gekoop het, terugbetaal is; maar ingeval die werknemer die skêr aan die werkgewer terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;
- (g) geen werknemer is verplig om tee (of ander drank) te neem nie, maar wanneer 'n werknemer ingestem het om tee (of ander drank) aan te neem wat deur die werkgewer verskaf word, kan 'n bedrag van hoogstens 5c per week ingevolge klousule 12 van die Ooreenkoms afgetrek word;

- (h) where no work is available to an employee on account of a breakdown of machinery, or other cause beyond the control of the management, the employer may make a pro rata deduction for any time lost in excess of two hours;
- (i) when an employer, at the request of any employee, agrees to the purchase from him of any goods by such employee, a deduction in any week of not more than 25 per cent of the employee's total earnings for that week may be made until the full amount of the purchase price of such goods has been collected.

(5) Remuneration must at all times be paid in full, except as is provided in sub-clause (4) hereof and in sub-clauses (1), (2) and (3) of clause 11 of this Agreement, and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.

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

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

(8) Whenever work ceases or is interrupted in the whole or part of an establishment owing to damage caused by fire, storm or flooding an employer shall pay to all employees affected thereby, wages plus cost of living allowances up to a maximum of two weeks; provided that such payment shall include any payment in respect of notice of termination of service which may be due in terms of clause 15 of this Agreement; provided that where work in a part or the whole of the establishment is resumed within two weeks from the date on which work was so ceased or interrupted, the payment due shall be only in respect of actual time lost by the employees affected. The provisions of this sub-clause shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of sub-clause (8) of clause 15 of this Agreement.

6. TIME RECORDS.

(1) Every employer shall provide in his establishment a suitable semi-automatic time recording clock or other time recording system in accordance with the provisions of section nine (1) of the Factories, Machinery and Building Work Act, 1941, as amended, and shall establish beyond reasonable doubt the actual time each individual employee has attended at the establishment.

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

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

(4) All time cards, or other types of records, shall in accordance with the requirements of section fifty-seven (3) of the Industrial Conciliation Act, 1956, be kept for a period of three years subsequent to the date of the record and shall on demand by an inspector made at any time during the said period of three years, be made available for inspection.

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

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

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

- (i) No employee shall be paid in any week less than the minimum wage and cost of living allowance to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker;
- (ii) the inspector defined by regulation must within seven days of the introduction of any piece-work or other form of wage incentive scheme be notified of the introduction thereof;
- (iii) a schedule of the piece-work rates and in the case of any other form of wage incentive system, a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees;
- (iv) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer) and in the event of a works committee being appointed full details of the actual operation of the scheme shall be made available to the committee;

(h) wanneer geen werk vir 'n werknemer beskikbaar is nie weens 'n defek aan masjinerie of ander oorsaak buite beheer van die bestuur, kan die werkgever 'n pro rata bedrag aftrek vir alle verlore tyd bo twee uur;

(i) wanneer 'n werkgever, op versoek van 'n werknemer, instem dat goedere deur sodanige werknemer van hom gekoop word, kan 'n aftrekking in 'n enkele week van hoogstens 25 persent van die werknemer se totale verdienste van dié week gemaak word totdat die volle bedrag van die koopprys van die goedere ingevorder is.

(5) Loon moet te alle tye ten volle betaal word, behalwe soos bepaal by subklousule (4) hiervan en by subklousules (1), (2) en (3) van klousule 11 van die Ooreenkoms, en geen aftrekking mag gemaak word ten opsigte van goedere wat per ongeluk gedurende die vervaardigingsproses verknoei is nie.

(6) As werk van watter aard ook al in 'n inrigting verrig word deur werknemers wat in groepe of spanne georganiseer is, moet die loon of skaal van elke afsonderlike werknemer in genoemde groepe of spanne aan hom betaal word deur die werkgever of sy verteenwoordiger in die inrigting waar die werk verrig word.

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

(8) Wanneer werk in 'n hele inrigting of 'n gedeelte daarvan ophou of onderbreek word weens skade deur brand, storm of oorstroming, moet die werkgever aan alle werknemers wat daardeur geraak word, loon plus lewenskostoelae tot 'n maksimum van twee weke betaal; met dien verstande dat sodanige betaling, betaling t.o.v. diens opsegging sluit wat ingevolge klousule 15 van hierdie Ooreenkoms verskuldig mag wees, met dien verstande dat waar werk in 'n gedeelte of in die hele inrigting hervat word binne twee weke vanaf die datum waarop die werk so opgehou het of onderbreek was, die betaling slegs verskuldig is ten opsigte van werklike tyd deur die betrokke werknemers verloor. Die bepalinge van hierdie subklousule is van toepassing op enige werknemer wat op die datum van sodanige brand, storm of oorstroming op proef in diens is kragtens subklousule (8) van klousule 15 van die Ooreenkoms.

6. TYDSTATE.

(1) Elke werkgever moet 'n geskikte halfoutomatiese tyd-registrasieklok of ander tydregistrasieselsel in sy inrigting verskaf ooreenkomstig die bepalinge van artikel nege (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, en moet bo alle redelike twyfel die werklike tyd vasstel wat elke individuele werknemer in die inrigting aanwesig was.

(2) Elke werknemer moet, tensy deur siekte of ander onvermydelike oorsaak verhinder, elke dag die werklike tye wat hy in die inrigting gewerk het, aanteken.

(3) Elke werknemer moet persoonlik aanteken volgens die metode wat in die inrigting gevolg word en geen werknemer kan vir enige ander werknemer in dié inrigting aanteken nie.

(4) Alle tydkaarte of ander soorte aantekenings moet ooreenkomstig die vereistes van artikel sewe-en-veertig (3) van die Wet op Nywerheidsversoenig, 1956, vir 'n tydperk van drie jaar na die datum van die aantekening bewaar word en moet op versoek deur 'n inspekteur, op enige tydskied gedurende genoemde tydperk van drie jaar, vir insae beskikbaar gemaak word.

7. LOONAANSPORINGS, STUKWERK EN TAAKWERK.

(1) Taakwerk is verbode en werknemers van wie vereis word om 'n bepaalde getal produksie-eenhede te lewer, moet onder die stukwerk- of aanspooringstelsel geplaas word, soos bepaal in dié klousule.

(2) Geen werkgever mag 'n werknemer in diens neem op stukwerk of enige ander vorm van loonaanspoeringskema nie, behalwe in ooreenstemming met die volgende voorwaardes:—

- (i) Geen werknemer mag in enige week minder as die minimum loon en lewenskostoelae ontvang waarop hy geregtig sou wees kragtens klousule 4 van die Ooreenkoms indien hy uitsluitlik as 'n tydwerker in diens geneem sou gewees het nie;
- (ii) die inspekteur wat by regulasie omskryf word, moet binne sewe dae voor die toepassing van stukwerk of enige ander vorm van loonaanspoeringskema, in kennis gestel word van die toepassing daarvan;
- (iii) 'n bylae van stukwerkloonskale, en in die geval van enige ander vorm van loonaanpassingskale, 'n staat wat duidelik aantoon hoe bonusbetaling bereken word, moet onverwyld vertoon en vertoon gehou word op 'n opvallende plek maklik toeganklik vir die werknemers;
- (iv) die werknemers wat deur enige loonaanspoeringskema geraak word, direkte stukwerk uitgesonderd, het die reg om 'n Werkekomitee te kies bestaande uit twee lede (of sodanige addisionele getal as wat deur die werkgever toegestaan mag word) en in die geval waar 'n Werkekomitee aangestel word, moet volledige besonderhede van die werklike werking van die skema aan die komitee beskikbaar gestel word;

- (v) full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of one year after such change;
- (vi) no details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any) and in the event of any dispute arising the matter shall be referred to the inspector defined by regulation; provided that this shall not apply to any changes affected during a trial period of three months after the coming into operation of the scheme;
- (vii) an employer who intends to amend any piece-work system in operation or the rates payable thereunder, shall give his employees employed on such system not less than one week's notice of such intention; provided that an employer and his employees may agree on a longer period of notice, in which case the employer shall give notice of not less than the period agreed upon.

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

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

- (a) 43 hours, excluding meal times, but including rest intervals, in any week from Monday to Friday inclusive; and
- (b) eight and three quarter hours per day on any four days and eight hours on the remaining day between the hours of 7.30 a.m. and 6 p.m.;

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

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

(3) *Rest Intervals.*—(i) *Employees not engaged upon a conveyor apparatus.*—Every employer shall grant to each of his employees, other than a traveller, a watchman, a motor vehicle driver, or an employee engaged in delivering goods or messages outside the establishment of his employer, a rest interval of not less than 10 minutes as near as practicable to—

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

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

(ii) *Employees Engaged on a Conveyor Apparatus.*—Employees engaged on work in conjunction with a conveyor apparatus shall be given suitable rest intervals during working hours, amounting in all to not less than 30 minutes daily. All such rest periods shall be reckoned as part of the employee's working hours, but no work whatever shall be performed during such rest intervals by any employee engaged upon this type of operation.

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

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

(5) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers, caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-clause (1) of this clause, and employees in receipt of a wage amounting to R1,600 per annum or over, including cost of living allowance; provided that in the case of a watchman, he shall not be required or permitted to work for more than 13 (thirteen) nights consecutively without being granted a night off duty; the provisions of sub-clauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

9. OVERTIME.

(1) *Overtime.*—All time worked in excess of the ordinary daily hours prescribed in clause 8 or before 7.30 a.m. and after 6 p.m. on Monday to Friday, as well as any time worked on a Saturday, shall be deemed to be overtime.

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

(v) volledige besonderhede van die loonaansporingskema wat die werksaamhede aantoon wat gedek is, werkwaardes en toelaes gemaak in die berekening van werkwaardes, moet deur die werkgewer bygehou word en waar enige veranderings teweeggebring word, moet die registers van die vorige stelsel behou word vir 'n tydperk van een jaar na sodanige verandering;

(vi) geen besonderhede van die loonaansporingskema mag verander word om die inkomste van die betrokke werknemers te verminder nie sonder die toestemming van die Werkekomitee (as daar een is) en in die geval van enige geskil wat ontstaan, moet die saak verwys word na die inspekteur wat by regulasie omskryf word; met dien verstande dat dit nie van toepassing mag wees op enige veranderings teweeggebring gedurende die proeftydperk van drie maande na die inwerkingtreding van die skema nie;

(vii) 'n werkgewer wat 'n geldige stukwerkstelsel wil verander, of die lone wat daarkragtens betaalbaar is, moet sy werknemers wat op so 'n stelsel werk, minstens een week kennis gee van sodanige voorneme; met dien verstande dat 'n werkgewer en sy werknemers oor 'n langer tydperk van kennisgewing kan ooreenkom; en in dié geval moet die werkgewer minstens die tyd kennis gee waarvoor ooreengekom is.

8. GEWONE WERKURE, ETENSONDERBREKINGS EN RUSPOUSES.

(1) *Gewone werkure.*—'n Vyfdaagse week moet van Maandag tot en met Vrydag nagekom word en die gewone werkure van 'n werknemer mag nie meer as onderstaande wees nie:—

- (a) 43 uur, etenstye uitgesluit, maar met insluiting van rus-pouses, in 'n week van Maandag tot en met Vrydag;
- (b) agt en driekwart uur per dag op enige vier dae, en agt uur op die oorblywende dag tussen die ure 7.30 vm. en 6 nm.;

behalwe dat, in die geval van ketelbedieners, die weeklikse ure 46 en die daaglikse ure nege en 'n kwart mag wees.

(2) *Werkure moet aaneenlopend wees.*—Alle werkure op 'n dag moet aaneenlopend wees, behalwe vir maaltye en ruspouses wat in dié artikel bepaal word.

(3) *Ruspouses.*—(i) *Werknemers nie in diens i.v.m. 'n vervoertoestel nie.*—Elke werkgewer moet aan elkeen van sy werknemers, behalwe 'n handelsreisiger, 'n wag, 'n motorvoertuigdrywer, of 'n werknemer in diens om goedere of boodsappe buitekant die inrigting van sy werkgewer af te lewer, 'n ruspouse van minstens 10 minute so na as moontlik aan—

- (a) die middel van elke oggendwerktyd;
- (b) die middel van elke namiddagwerktyd;

toestaan waarin daar nie van die werknemer vereis of hy toegelaat mag word om enige soort werk te doen nie, en so 'n pouse moet as deel van die gewone werkure beskou word.

(ii) *Werknemers in diens i.v.m. 'n vervoertoestel.*—Werknemers in diens i.v.m. 'n vervoertoestel moet geskikte ruspouses gedurende werkure toegestaan word wat altesaam minstens 30 minute daaglikse moet beloop. Al hierdie russtye moet as deel van die werknemer se werkure beskou word, maar geen werk hoegenaamd mag gedurende dié ruspouses deur 'n werknemer wat op hierdie soort werk diens doen, verrig word nie.

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

- (i) indien dié pouse langer as een uur duur, die tyd óór 'n uur as werkure beskou moet word;
- (ii) dit beskou moet word dat 'n werknemer van wie daar vereis word of wat toegelaat word om twee of meer tydperke te werk wat deur tussenpouse van minder as een uur onderbroke word, uitgesonderd die ruspouses wat by subklousule (3) voorgeskryf word, en die betrokke werktye altesaam meer as vyf uur is, vir langer as vyf uur ononderbroke in diens was.

(5) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing op handelsreisigers, handelsreisigers se drywers, opsigters of wagte wat die persele en/of ander eiendom oppas nie, uitgesonderd gedurende die gewone werkure genoem in subklousule (1) van dié klousule, en werknemers wat R1,600 of meer per jaar ontvang, lewenskostetoelae ingesluit; met dien verstande dat in die geval van 'n wag, dit nie van hom vereis of hy nie toegelaat mag word om vir meer as 13 (dertien) agtereenvolgende nagte sonder 'n diensvrydag te werk nie; die bepalinge van subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig of masjinerie nasien en herstel wat nie gedurende die gewone werkure gedoen kan word nie.

9. OORTYD.

(1) *Oortyd.*—Alle tyd wat langer as die gewone daaglikse ure, in klousule 8 voorgeskryf, of voor 7.30 vm. en na 6 nm. op Maandag tot Vrydag gewerk word, asook tyd op 'n Saterdag gewerk, moet as oortyd geag word.

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

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

- (a) for more than 10 hours in any week;
- (b) for more than two hours on any day;
- (c) on more than three consecutive days;
- (d) on more than 60 days in any year.

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

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

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

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

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

provided that if it is proved that any such employee was not actually working and was free to leave such premises or vehicle during any portion of any period referred to in paragraph (b) or (c), the presumption provided for in this sub-clause shall not apply in respect of such employee with reference to that portion of such period.

(4) Overtime accrues daily and shall be reckoned day by day as time worked after the completion of the ordinary daily working hours of an establishment. All overtime of a lesser period than 15 minutes, which an employee may be required to work shall be paid for as one-quarter of any hour overtime.

(5) Overtime shall apply to all employees in an establishment, except employees in receipt of a wage amounting to R1,600 per annum or over, inclusive of cost of living allowance, employees employed as travellers, travellers' drivers, and caretakers or watchmen guarding premises and/or other property at times other than during the ordinary hours of work referred to in sub-clause (1) of clause 8.

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

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

- (a) if a time worker, not less than one and one-third times his minimum weekly wage inclusive of cost of living allowance as prescribed in clause 4 (1), divided by 43, for each hour or part of an hour so worked;
- (b) if a piece-worker, not less than one and one-third times his piece-work rates inclusive of cost of living allowance;
- (c) if a boiler attendant, one and one-third times his minimum weekly wage inclusive of cost of living allowance, divided by 46, for each hour or part of an hour so worked.

(2) *Sunday Work.*—Whenever an employee is required or permitted to work on a Sunday, his employer shall either—

- (a) pay to such employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration inclusive of cost of living allowance payable in respect of the period ordinarily worked by him on a week-day;
 - (ii) if he so works for a period exceeding four hours, not less than double his ordinary rate of remuneration inclusive of cost of living allowance for each hour or part of an hour in respect of the total period worked by him on such Sunday, or not less than double the ordinary remuneration inclusive of cost of living allowance payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay him not less than one and one-third times his ordinary rate of remuneration inclusive of cost of living allowance for each hour or part of an hour in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and

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

- (a) 10 uur in 'n week;
- (b) twee uur op 'n dag;
- (c) drie agtereenvolgende dae;
- (d) 60 dae in 'n jaar;

(b) *Kennis van oortyd wat gewerk moet word, moet aan werknemers gegee word.*—Van geen werknemer mag daar vereis word, of geen werknemer mag toegelaat word om langer as een uur op 'n dag oortyd te werk nie, tensy die werkgewer—

- (i) dié werknemer voor middag daarvan in kennis gestel het; of
- (ii) aan dié werknemer 'n toereikende ete verskaf het voor sy met oortydwerk moet begin; of
- (iii) aan dié werknemer 'n toelaat van 15c betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortydwerk moet begin.

'n Onderbreking vir ete van minstens een uur moet aan vroulike werknemers toegestaan word tussen die sluiting van die gewone werktid en die begin van oortydwerk as dié oortydwerk langer as een uur is; met dien verstande dat geen tydskof meer as vyf uur sonder 'n onderbreking vir ete mag wees nie.

(3) Dit word geag dat 'n werknemer, benewens enige tydperk wat hy werklik aldus werk, vir die werkgewer werk—

- (a) gedurende enige tydperk wat hy volgens die vereistes van sy werkgewer op of in enige perseel aanwesig is waarin die Nywerheid uitgeoefen word;
- (b) gedurende enige ander tydperk wat hy op of in enige sodanige perseel aanwesig is; en
- (c) gedurende enige tydperk wat hy in beheer is van enige voertuig wat in die Nywerheid gebruik word, of dit gedryf word of nie;

met dien verstande dat as dit bewys word dat sodanige werknemer nie werklik besig was om te werk nie en dit hom vrygestaan het om sodanige persele of voertuig te verlaat gedurende enige tydperk in paragraaf (b) of (c) genoem, die vooropstelling wat by dié subartikel aanvaar word, nie ten opsigte van daardie werknemer met betrekking tot daardie tydperk van toepassing is nie.

(4) Oortyd loop daeliks op en moet daeliks gereken word as tyd gewerk na voltooiing van die gewone daeliksse werkdure van 'n inrigting. Vir alle oortydwerk van 'n korter tydperk as 15 minute wat daar van 'n werknemer vereis kan word om te werk, moet betaal word as 'n kwartier oortyd.

(5) Oortyd is van toepassing op alle werknemers in 'n inrigting uitgesonderd werknemers wat R1,600 per jaar of meer ontvang, lewenskostoelae ingeslote, werknemers in diens as handelsreisigers, handelsreisigers se drywers en opsigters of wagte wat persele en/of ander eiendom bewaak op ander tye as gedurende die gewone werkdure in subklousule (1) van klousule 8 genoem.

10. BETALING VIR OORTYD EN VIR WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE.

(1) *Oortyd.*—'n Werkgewer moet aan sy werknemer vir alle oortyd wat deur hom gewerk word, minstens ondergenoemde betaal:—

- (a) As hy 'n tydwerker is, minstens 1½ maal sy minimum weekloon, met inbegrip van lewenskostoelae soos voorgeskryf in klousule 4 (1), gedeel deur 43 vir elke uur of deel van 'n uur aldus gewerk;
- (b) as hy 'n stukwerker is, minstens een en 'n derde maal sy stukwerkloon, met inbegrip van lewenskostoelae;
- (c) as hy 'n ketelbediener is, een en 'n derde maal sy minimum weekloon, met inbegrip van lewenskostoelae, gedeel deur 46 vir elke uur of deel van 'n uur aldus gewerk.

(2) *Werk op Sondag.*—Wanneer 'n werknemer verplig of toegelaat word om op Sondag te werk, moet sy werkgewer of—

- (a) dié werknemer betaal—
 - (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging, met inbegrip van lewenskostoelae, wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk;
 - (ii) as hy aldus langer as vier uur werk, minstens twee maal sy gewone besoldiging, met inbegrip van lewenskostoelae, vir elke uur of deel van 'n uur ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk, of minstens twee maal die gewone besoldiging, met inbegrip van lewenskostoelae, wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, na gelang van die grootste; of
- (b) hom minstens een en 'n derde maal sy gewone besoldiging betaal, met inbegrip van lewenskostoelae, vir elke uur of deel van 'n uur ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk, en hom binne sewe dae van sodanige Sondag een dag verlof toestaan en hom ten

pay him in respect thereof not less than his ordinary remuneration inclusive of cost of living allowance as if he had on such day worked his average ordinary working hours for that day of the week.

(3) *Public Holidays.*—(a) *Paid Public Holidays.*—An employee shall be entitled to leave on full wages and cost of living allowance in respect of the following public holidays and where he is required or permitted to work on any such holiday, he shall be paid, in addition to his normal wage and cost of living allowance in respect of such holiday, wages only at straight time in respect of the hours so worked:—

Good Friday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day.

(b) *Unpaid Public Holidays.*—Where an employee is instructed not to report for work on any of the following public holidays:—

Easter Monday, Van Riebeeck's Day, Republic Day, Family Day, Settler's Day and Kruger Day,

the normal cost of living allowance for that day shall be paid to the employee in respect of such day but the employer may deduct from the wage of the employee an amount equal to his basic wage in respect of the normal number of hours he would have worked on such day.

Where the employee is required or permitted to work on such day, however, he shall be paid his normal cost of living allowance for that day and shall, in addition, receive payment for time worked at the rate of not less than one and one-third times his basic wage if a time worker or one and one-third times his piece-work rates if employed as a piece-worker.

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

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

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

(6) *Savings.*—The provisions of this clause shall not apply to watchmen, travellers, travellers' drivers and to employees in receipt of a wage amounting to R1,600 per annum or over including cost of living allowance.

11. SHORT TIME.

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

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

(3) Where short time is being worked in any establishment, an employee, whether on time or piece-work, who on any day attends at the establishment on the instructions of the employer or his representative, shall be entitled to be employed for at least four hours on such day, or to receive four hours' pay at the prescribed wage or rate in lieu thereof.

(4) When short time is being worked no deduction shall on this account be made from the cost of living allowances payable.

12. PROVISION OF TEA AND OTHER BEVERAGES.

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

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

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

13. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.

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

opsigte daarvan minstens sy gewone besoldiging betaal, met inbegrip van lewenskostetoelae, asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) *Openbare vakansiedae.*—(a) *Betaalde openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging en lewenskostetoelae t.o.v. ondergenoemde openbare vakansiedae en ingeval dit van hom vereis of as hy toegelaat word om op enigen van dié vakansiedae te werk, moet aan hom, bo en behalwe sy gewone loon en lewenskostetoelae t.o.v. dié vakansiedag, slegs lone teen gewone tyd t.o.v. die ure aldus gewerk, betaal word:—

Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag, Tweede Kersdag, en Nuwejaarsdag.

(b) *Onbetaalde openbare vakansiedae.*—Wanneer 'n werknemer gelas word om hom nie vir werk op enigen van ondergenoemde openbare vakansiedae aan te meld nie:—

Paasmaandag, Van Riebeeckdag, Republiekdag, Gesinsdag, Setlaarsdag en Krugerdag,

moet die gewone lewenskostetoelae vir daardie dag aan die werknemer ten opsigte van sodanige dag betaal word, maar die werkgewer kan van die werknemer se loon 'n bedrag aftrek wat gelykstaan met sy basiese loon ten opsigte van die gewone getal ure wat hy op sodanige dag sou gewerk het.

As die werknemer egter verplig of toegelaat word om op sodanige dag te werk, moet hy sy gewone lewenskostetoelae vir daardie dag betaal word, en moet hy daarbenewens besoldiging ontvang vir tyd gewerk, teen minstens een en 'n derde maal sy basiese loon as hy 'n tydwerker is en een en 'n derde maal sy stukwerkloon as hy 'n stukwerker in diens is.

(4) Besoldiging wat kragtens enigen van die bepalings van dié klousule betaalbaar is, moet aan die betrokke werknemer betaal word op of voor die betaaldag wat eerste volg op die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar word.

(5) *Paasaweek.*—Geen werk mag na 1 nm. verrig word op die dag wat Goeie Vrydag onmiddellik voorafgaan nie, en die werknemers moet die agtermiddag as 'n betaalde vakansiehalfdag vrygegee word.

Vir sodanige agtermiddag moet die werknemer volle besoldiging ontvang ten opsigte van die ure wat gewoonlik op Dnderdag-agtermiddag gewerk word. Waar werk op sodanige betaalde vakansiehalfdae verrig word, moet die werknemers, benewens besoldiging vir sodanige vakansiehalfdag, betaling teen oortydskale ontvang vir werk wat na 1 nm. verrig word.

(6) *Voorbehoudsbepaling.*—Die bepalings van dié klousule is nie van toepassing nie op wagte, handelsreisigers, handelsreisigers se drywers en op werknemers wat 'n loon van meer as R1,600 per jaar of meer ontvang, met inbegrip van lewenskostetoelae.

11. KORTTYD.

(1) 'n Werkgewer moet voor die dag waarop en met ingang waarvan hy voornemens is om korttyd te werk, alle betrokke werknemers daarvan in kennis stel deur vertoning van 'n kennisgewing of kennisgewings op 'n opvallende, welbekende en vir sy werknemers gemaklike toeganklike plek in enige afdeling of departement van die betrokke inrigting.

(2) Enige werknemer aan wie nie kennis ingevolge subklousule (1) van die klousule gegee is nie, is geregtig om 'n volle dag te werk indien hy vir werk in die inrigting aanwesig is, of om in plaas daarvan volle loon te ontvang.

(3) Indien korttyd in 'n inrigting gewerk word, is 'n werknemer, hetsy op tyd- of stukwerk, wat op enige dag by die inrigting aanwesig is in opdrag van die werkgewer of sy vertenwoordiger, geregtig om vir minstens vier uur op dié dag te werk, of om in plaas daarvan vier uur se betaling teen die voorgeskrewe loon of skaal te ontvang.

(4) Wanneer korttyd gewerk word, mag geen aftrekking om hierdie rede van die betaalbare lewenskostetoelae gemaak word nie.

12. VERSKAFFING VAN TEE EN ANDER DRANK.

(1) Waar tee (of ander drank) deur die werkgewer verskaf word, mag 'n aftrekking van hoogstens 5c per week van die loon van die werknemer gemaak word wat dié tee (of ander drank) ontvang, op voorwaarde dat geen werknemer verplig mag word om tee (of ander drank) te neem nie en dat die aftrekking slegs toelaatbaar is indien die werknemer ingestem het om die tee (of ander drank) te ontvang.

Verwysings na „tee" in dié subklousule omvat melk en suiker vir gebruik met die tee (of ander drank).

(2) Waar geen tee (of ander drank) verskaf word nie, moet die werkgewer op eie koste by die aanvang van elke rusperiode, asook met etenstyd, 'n voldoende hoeveelheid kookwater en die nodige gerei om tee te maak; verskaf en dit onmiddellik beskikbaar hê.

13. INDIENSNEMING VAN BEPAALDE PESONE VERBODEN.

(1) *Persone onder die ouderdom van 15 jaar.*—Geen werkgewer mag 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

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

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

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

14. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

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

(a) 12 ordinary working days at full wage and cost of living allowance;

(b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with clause 10 (3) of this Agreement;

(c) when the Day of the Covenant falls within the period of annual leave, it shall in accordance with clause 10 (3) of this Agreement also be observed as a paid public holiday thus extending the annual leave period by one day.

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

(a) for each completed month of service in that year an amount equal to one day's pay (including cost of living allowance) plus—

(b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to one day's pay (including cost of living allowance) in respect of each such holiday.

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

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

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

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

One working day in respect of each completed month of service (calculated from the day on which the employee last became entitled to leave or from his date of engagement whichever is the shorter period) shall be added to the date on which the employee's service terminates and if any paid public holiday falls within such added period it shall be paid for, and provided further that where the service of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognised by law as sufficient as referred to in paragraph (a) of sub-clause (1) of clause 15, at any time during December of any year such employee shall be paid one day's pay, including cost of living allowance, in respect of each of the public holidays referred to in paragraph (i) of sub-clause (1) of this clause, which falls after the date of termination of service.

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

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

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

(2) *Vroulike werknemers in bepaalde bedrywe.*—(a) Die indiensneming van vroulike werknemers as persers, en onderpersers in die klerasieafdeling en as versendingsverpakkers en assistent-versendingsverpakkers is uitdruklik verbode; met dien verstande dat hierdie bepalings nie van toepassing op ondergenoemde is nie:—

Vroulike onderpersers, versendingsverpakkers en assistent-versendingsverpakkers wat voor die datum waarop hierdie Ooreenkoms in werking tree, in daardie hoedanighede in diens was.

(b) 'n Vroulike werknemer kan nie verplig of toegelaat word om 'n strykster van swaarder as nege pond te gebruik nie.

14. JAARLIKSE VERLOF EN BETAALDE OPENBARE VAKANSIEDAE.

(1) *Jaarlikse verlof.*—(i) Aan elke werknemer wat op die laaste dag waarop hy sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgever voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, minstens drie agtereenvolgende weke jaarlikse verlof toegestaan word wat bestaan uit die volgende:—

(a) 12 gewone werkdae met volle betaling en lewenskostoelae;

(b) Kersdag, Tweede Kersdag en Nuwejaarsdag as openbare vakansiedae met betaling ingevolge klousule 10 (3) van die Ooreenkoms;

(c) as Gelofte dag binne die tydperk van jaarlikse verlof val, moet dit ook ingevolge klousule 10 (3) van die Ooreenkoms as 'n openbare vakansiedag met betaling beskou word, wat dus die tydperk van jaarlikse verlof met een dag verleng.

(ii) Aan 'n werknemer wat op 15 Desember van 'n jaar nie 12 maande ononderbroke diens by sy werkgever voltooi het en wie se diens nie beëindig is nie, moet die volgende betaal word:—

(a) Vir elke volle maand diens in daardie jaar, 'n bedrag wat gelyk is aan een dag se betaling (met inbegrip van lewenskostoelae) plus—

(b) vir elkeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die inrigting gesluit is vir die jaarlikse verloftydperk: Gelofte dag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se betaling (met inbegrip van lewenskostoelae) ten opsigte van elke sodanige dag.

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

Een dag se betaling (met inbegrip van lewenskostoelae) ten opsigte van elke volle maand diens gereken vanaf 15 Desember van die voorafgaande jaar, of, na gelang van die korste tydperk, die datum van indiensneming.

(2) *Openbare vakansiedae met betaling.*—(i) Bo en behalwe die openbare vakansiedae met betaling wat gewoonlik binne die tydperk van jaarlikse verlof val, d.w.s. Kersdag, Tweede Kersdag en Nuwejaarsdag, is elke werknemer geregtig op verlof met volle betaling en lewenskostoelae t.o.v. Gelofte dag, Goeie Vrydag, en Hemelvaartsdag.

(ii) As 'n werknemer se diens eindig onmiddellik voor een van die openbare vakansiedae met betaling in subklousule (2) (i) genoem, is hy geregtig op betaling vir daardie openbare vakansiedae mits hulle binne 'n verlengde tydperk, wat soos volg bereken word, val:—

Een werkdag ten opsigte van elke volle maand diens (gereken van die dag waarop die werknemer laas op verlof geregtig geword het, of, na gelang van die kortste tydperk, van die datum van indiensneming) moet gevoeg word by die datum waarop die werknemer se diens eindig en indien 'n openbare vakansiedag binne sodanige toegevoegde tydperk val, moet daarvoor betaal word; en voorts met dien verstande dat waar die diens van 'n werknemer beëindig word deur 'n werkgever weens oorsake anders as ontslag sonder kennisgewing om enige goeie rede wat kragtens wet as voldoende beskou word, in paragraaf (a) van subklousule (1) van klousule 15 genoem, te eniger tyd gedurende Desember van enige jaar, moet aan sodanige werknemer met betrekking tot elk van die openbare vakansiedae in paragraaf (i) van subklousule (1) van dié klousule genoem wat na die datum van diensbeëindiging val, een dag se loon betaal word, met inbegrip van lewenskostoelae.

(iii) As 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Gelofte dag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk, moet sy werkgever hom t.o.v. die totale tydperk wat op sodanige dag gewerk word, besoldiging betaal teen 'n skaal van minstens sy gewone uurloon, bo en behalwe die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(iv) As 'n openbare vakansiedag met betaling op 'n Sondag val, moet dit op die daaropvolgende dag toegestaan word.

(v) As enige van die openbare vakansiedae in subklousule (1) en (2) van dié artikel genoem, op 'n Saterdag val, moet 'n werknemer sy werknemer wat nie op sodanige dag werk nie, sy gewone dagloon betaal bo en behalwe die besoldiging wat aan hom verskuldig is vir tyd wat van Maandag tot Vrydag, wat dié Saterdag onmiddellik voorafgaan, gewerk is.

(vi) Whenever an employee works upon a paid holiday falling upon a Saturday, payment for any such day shall be in terms of paragraph (v) hereof, plus, in addition, one and one-third times his hourly rate of wage inclusive of cost of living allowance for each hour or part of an hour worked on such Saturday.

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

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

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

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

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

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

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

(9) Any period during which an employee—

- (a) is on leave in terms of sub-clause (1); or
- (b) is required to undergo military training; or
- (c) is absent from work on the instructions of or at the request of the employer; or
- (d) is absent from work owing to illness, or by reason of the fact that no female shall work in an establishment and no employer shall require or permit any female to work in his establishment during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after birth; if the child is stillborn or dies before the expiration of eight weeks after birth, the provisions of this paragraph shall cease to apply as from a date fixed by an inspector;

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

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

(vi) As 'n werknemer op 'n betaalde vakansiedag werk wat op 'n Saterdag val, is die besoldiging vir elke sodanige dag dié soos bepaal in paragraaf (v) hiervan plus, daarbenewens, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur op sodanige Saterdag gewerk.

(3) *Betaling vir verlof.*—Die werkgever moet aan sy werknemer aan wie verlof kragtens subklousule (1) hiervan toegestaan is, sy besoldiging ten opsigte van verlof op of voor die laaste werkdag voor die aanvang van die genoemde tydperk betaal, en enige bedrag wat kragtens subklousule (1) of (2) aan 'n werknemer betaal word, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het, of, na gelang van die geval, sy diens geëindig het, en as 'n werknemer op 'n ander basis as dié ooreenkomstig die tyd wat hy werklik gewerk het, besoldig word, moet sy gewone skaal van besoldiging vir die toepassing van hierdie artikel bereken word asof hy by die uur betaal is en moet op enige datum bepaal word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of, na gelang van die kortste tydperk, die totale dienstydsperk by die betrokke werkgever, te deel deur die getal ure wat gedurende die tydperk waarvoor dié besoldiging betaal is, gewerk is.

(4) Vir die toepassing van dié klousule word dit beskou dat diens begin—

- (a) van die datum waarop die werknemer by die werkgever in diens getree het; of
- (b) van die datum waarop 'n werknemer, aan wie afwesigheidsverlof ooreenkomstig die bepalinge van enige ander wet met volle besoldiging toegestaan is, op sodanige verlof ooreenkomstig sodanige wet geregtig geword het, naamlik die jongste datum.

(5) Geen korttyd moet deur die werkgever by die berekening van die dienstydsperk vir kwalifisering vir jaarlikse verlof kragtens subklousule (1) van dié klousule afgetrek word nie.

(6) As 'n werknemer van die werk weggeby het om enige ander rede as dié in subartikel (9) genoem, om 'n rede wat vir sy werkgever onbevredigend is, moet dié tydperk van afwesigheid nie as diens kragtens subklousule (1) van dié klousule beskou word nie.

(7) *Klerklike werknemers, onderhoudspersoneel en nagwagte.*—'n Werkgever kan met sy klerklike werknemers, onderhoudspersoneel en nagwagte onderling ooreenkom om hul jaarlikse verlof op 'n ander tydperk te neem as tussen 15 Desember en die daaropvolgende 14de Januarie, soos bepaal in subklousule (1) van dié klousule, en in dié geval is sodanige werknemer op minstens drie agtereenvolgende weke verlof geregtig, wat toegestaan moet word binne drie maande van die werkjaar waarop dit betrekking het.

(8) *Verlof en opsegging mag nie saamval nie.*—Uitgesonderd in die geval van maandeliksbetaalde werknemers mag die tydperk van 'n werknemer se jaarlikse verlof gedurende die maande Desember en Januarie nie saamval met 'n tydperk van opsegging van 'n werknemer se diens of 'n tydperk waarin hy militêre diens ondergaan nie.

(9) Elke tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig subklousule (1); of
- (b) verplig word om militêre opleiding te ondergaan; of
- (c) op las of op versoek van sy werkgever van sy werk afwesig is; of
- (d) van sy werk afwesig is weens siekte of weens die feit dat geen vroulike werknemer in 'n inrigting werksaam mag wees en geen werkgever van 'n vroulike werknemer kan vereis of haar kan toelaat om in sy inrigting te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en wat agt weke na die geboorte eindig, nie; as die kindjie doodgebore word, of sterwe voor verloop van agt weke na die geboorte, hou die bepalinge van dié subklousule op om van krag te wees van die datum af wat deur 'n inspekteur vasgestel word;

word vir die toepassing van subklousules (1) en (2) as diens beskou; met dien verstande dat—

- (i) die bepalinge van paragraaf (d) nie t.o.v. 'n tydperk van afwesigheid weens siekte vir langer as drie agtereenvolgende dae van toepassing is nie, as die werknemer, wat nie 'n werknemer wat in subparagraaf (ii) genoem is nie, in gebreke bly, nadat sy werkgever om so 'n sertifikaat gevra het, om aan die werkgever 'n sertifikaat van 'n geneesheer voor te lê dat hy weens siekte verhinder was om te werk, of t.o.v. daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande, van meer as 30 dae;
- (ii) van 'n werknemer wie se werkgever kragtens 'n landswet verplig is om te voorsien in die versorging en behandeling van dié werknemer by siekte of besering, nie vereis kan word om ten opsigte van enige tydperk van afwesigheid waarna in subklousule (i) verwys word, 'n geneesheer se sertifikaat voor te lê nie.

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

15. TERMINATION OF EMPLOYMENT.

(1) *Period of Notice.*—Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient;
- (b) the provisions of any written Agreement between the employer and his employees which provides for a period of notice of equal duration on both sides and for longer that one week or one month as the case may be;
- (c) the provisions of sub-clause (8) of this clause;

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

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

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

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

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

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

For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (1), (2) and (3) of clause 14 of this Agreement shall also be regarded as a benefit in the process of accrual.

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

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

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

(6) For the purpose of this clause, a week's notice shall mean a working week of 43 hours, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon, in terms of sub-clause (1).

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

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

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

(10) *Vooruitkennisgewing van jaarlikse verloftydperk.*—Die werkgewer moet minstens een kalendermaand vooruit kennis gee van die werklike datum van die vakansietydperk aan die einde van die jaar deur 'n geskikte kennisgewing in die fabriek te vertoon op 'n opvallende plek wat maklik vir sy werknemers toeganklik is.

15. DIENSBEÏNDIGING.

(1) *Diensoopseggingstyd.*—Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak te beëindig sonder kennisgewing om enige goeie rede wat by wet as voldoende beskou word;
- (b) die bepalings van enige skriftelike Ooreenkoms tussen 'n werkgewer en sy werknemers wat voorsiening maak vir 'n diensopseggingstyd van gelyke duur aan albei kante en vir langer as een week of een maand, na gelang van die geval;
- (c) die bepalings van subklousule (8) van dié klousule;

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

(2) *Betaling of verbeuring in plaas van diensopsegging.*—Ingeval 'n werkgewer of 'n werknemer in gebreke bly om diens op te sê soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die volgende betaal of verbeur—

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

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

Ten opsigte van bogenoemde maak afwesigheid van werk sonder voorafgaande toestemming vir 'n tydperk van ses opeenvolgende kalenderdae 'n beëindiging van 'n dienskontrak uit, tensy die werknemer sy werkgewer binne sodanige ses dae van 'n doktersertifikaat voorsien het waarin sy ongeskiktheid vir die verrigting van sy gewone werk gesertifiseer word, in watter geval die werkgewer binne drie dae van die ontvangs van sodanige sertifikaat die werknemer moet mededeel dat hy sy werk sal oophou totdat die werknemer in staat is om te werk, of 'n skriftelike kennisgewing van diensbeëindiging van sodanige werknemer moet gee. Enige werkgewer wat versuim om die werknemer se werk oop te hou of om sodanige drie dae se kennisgewing te gee moet die werknemer betaal in plaas van sodanige kennisgewing te gee.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien enige bedrag wat hy 'n werknemer aan loon verskuldig is, onvoldoende is om die verbeurde bedrag te dek wat in subklousule (2) van dié klousule genoem word, die tekort aan te suiwer uit enige ander voordele (as daar voordele was) wat op sodanige werknemer se naam ten tyde van die beëindiging van sy dienskontrak aan die oploop was.

Vir die toepassing van dié subklousule word enige bedrag wat ingevolge subklousules (1), (2) en (3) van klousule 14 van die Ooreenkoms aan 'n werknemer betaalbaar mag wees, ook beskou as 'n voordeel wat aan die oploop was.

(4) As daar 'n ooreenkoms kragtens subklousule (1) van dié klousule aangegaan is, dan is die betaling of verbeuring in plaas van kennisgewing in verhouding tot die opseggingstyd waartoe ooreengekom is.

(5) *Datum waarop kennisgewing van krag word.*—(i) *Weekliks-betaalde werknemers.*—Kennisgewing mag nie later gegee word nie as, en word van krag vanaf, die dag waarop die werkweek van 'n inrigting eindig, al is sodanige dag nie die gewone betaaldag van die inrigting nie.

(ii) *Maandeliks-betaalde werknemers.*—Kennisgewing moet op enige tyd gegee word voor die gewone sluitingstyd van die inrigting op die laaste werkdag van die kalendermaand en tree in werking vanaf die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van dié klousule word met 'n week se kennisgewing bedoel 'n werkweek van 43 uur, of 'n volle weekloon in plaas daarvan, en dieselfde bepaling is van toepassing op die diensopseggingstermyn voorgeskryf ingevolge subklousule (1).

(7) Waar korttyd in 'n inrigting gewerk word, is kennisgewing van diensopsegging kragtens (a) en (b) hiervan soos volg:—

- (a) 'n Werknemer kan sy dienskontrak beëindig deur aan sy werkgewer kennis te gee gelykstaande aan die getal dae gewerk in die week wat die opseggingsweek voorafgaan; en
- (b) 'n werknemer wat korttyd werk, moet soortgelyke kennisgewing aan 'n werkgewer gee om sy dienskontrak te beëindig.

(8) *Proeftydperke.*—(a) *Weeklikse werknemers.*—Die bepalings van hierdie artikel is nie van toepassing t.o.v. die eerste week na diensaanvaarding nie. Sodanige week moet beskou word as 'n proeftydperk waartydens diens deur die werkgewer of die werknemer met kennisgewing van 4 uur beëindig kan word.

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

16. TOOLS AND MATERIALS.

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

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

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

(a) as an employee of that employer, in which event all work to be performed by such employee shall be performed in the establishment of the employer; or

(b) as an employee of another employer in the industry to whom he has given out work to be performed on his behalf.

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

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

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

18. TRADE UNION SUBSCRIPTIONS.

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

Signed at George on behalf of the parties this 21st day of July, 1961.

G. H. F. CROUS,
Chairman of the Board.

J. SHER,
Duly Authorised Representative
(Employer).

L. A. PETERSEN,
Duly Authorised Representative
(Employees).

J. G. KLEINGELD,
Secretary of the Board.

Witnesses:

(1) M. GREENBERG.

(2) J. G. SKENE.

No. 1293.] [29 December 1961.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

CLOTHING INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice No. 1292 of the 29th December, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

A. E. TROLLIP,
Minister of Labour.

(b) *Maandelikse werknemers*.—Die bepalings van hierdie artikel is nie van toepassing t.o.v. die eerste vier weke diens nie. Sodanige vier weke moet beskou word as 'n proeftydperk waartydens diens deur die werkgewer of die werknemer met kennisgewing van 24 uur beëindig kan word.

16. GEREEDSKAP EN MATERIAAL.

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

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

(1) Geen werkgewer in die Nywerheid mag werk uitgee om vervaardig te word nie, behalwe in 'n fabriek soos omskryf kragtens die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig; ook mag hy van niemand vereis of hom toelaat om werk in die Klerasiennywerheid ten behoeve van homself te verrig nie, behalwe of—

(a) as 'n werknemer van daardie werkgewer; in dié geval moet alle werk wat deur dié werknemer verrig word, in die inrigting van die werkgewer uitgevoer word; of

(b) as 'n werknemer van 'n ander werkgewer in die Nywerheid aan wie werk uitgegee is wat ten behoeve van hom verrig moet word.

(2) Vir die toepassing van dié klousule sluit 'n „werkgewer in die Nywerheid" 'n persoon in wat nie self 'n vervaardiger is nie maar wat werk uitgee aan ander wat, as dit uitgevoer word op die perseel van die persoon wat die werk uitgee, werk binne die Klerasiennywerheid, soos omskryf, sou uitmaak. Vir die toepassing van dié subklousule sluit „werk uitgee" die uitreiking van materiaal in vir die doel om dié materiaal in kledingstukke of gedeeltes van kledingstukke te laat opmaak.

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

(4) Geen werkgewer mag 'n werknemer van enige ander werkgewer oorreë om snypatrone of leipatrone wat deur dié werknemer se werkgewer gebruik word, openbaar te maak nie.

18. LEDEGELD VAN VAKVERENIGING.

'n Werkgewer moet op skriftelike versoek van sy werknemer weekliks aftrekkings maak van die werknemer se besoldiging van enige bedrag of bedrae aan ledegeld wat in die genoemde skriftelike versoek genoem word, aan die fonds van die Garment Workers' Union en moet die bedrag of bedrae aldus afgetrek op of voor die 15de van elke maand onmiddellik na die maand waarin dié aftrekkings gemaak is, aan die sekretaris van die genoemde vakvereniging stuur.

Namens die partye op hede die 21ste dag van Julie 1961 op George onderteken.

G. H. F. CROUS,
Voorsitter van die Raad.

J. SHER,
Behoorlik gemagtigde verteenwoordiger
(Werkgewer).

L. A. PETERSEN,
Behoorlik gemagtigde verteenwoordiger
(Werknemers).

J. G. KLEINGELD,
Sekretaris van die Raad.

Getuies:

(1) M. GREENBERG.

(2) J. G. SKENE.

No. 1293.] [29 Desember 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

KLERASIENYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasiennywerheid gepubliseer by Goewermentskennisgewing No. 1292 van 29 Desember 1961, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

A. E. TROLLIP,
Minister van Arbeid.

No. 1294.]

[29 December 1961.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

CLOTHING INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the Regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Clothing Industry published under Government Notice No. 1292 of the 29th December, 1961.

A. E. TROLLIP,
Minister of Labour.

No. 1294.]

[29 Desember 1961.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN LEWENSKOSTETOELAEREGU-
LASIES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

KLERASIENYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby, kragtens subregulasie (1) van regulasie 4 van die Regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Klerasienywerheid, wat by Goewermmentskeneniging No. 1292 van 29 Desember 1961, gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

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