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CAPE TOWN, 13TH OCTOBER, 1967.
KAAPSTAD, 13 OKTOBER 1967.

[No. 1872.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.1614.]

[13th October, 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, CAPE.

KNITTING DIVISION.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1969, upon the employers' organizations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organizations or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (h), 14 (3), 24, 27 and 28, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George;
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George and from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1969, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.1614.]

[13 Oktober 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, KAAP.

BREI-AFDELING.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1969 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (h), 14 (3), 24, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George;
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1969 eindig, in die landdrostdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en

- (d) in terms of section 48 (7) of the said Act, declare that the provisions of clause 28 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 12th December, 1969, upon such principals or contractors as are referred to in the said clause and upon persons to whom work is given out on contract by such principals or contractors in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

AGREEMENT

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

Cape Clothing Manufacturers' Association
(hereinafter referred to as "the employers" or "the employers' organizations") of the one part and the
Garment Workers' Union of the Western Province
(hereinafter referred to as "the employees" or "the Trade Union") of the other part, being the parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

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

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall—

- (i) only apply in respect of employees for whom wages are prescribed in this Agreement;
- (ii) not apply to employees and working directors whose wages are not less than R3,120 per annum.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section 48 of the Act, and shall remain in force until the 12th December, 1969, or for such period as may be determined by him.

3. DEFINITIONS.

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

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

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

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

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

"Clerical employee" means an employee—

- (i) employed in the calculation, recording and payment of wages including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;
- (ii) employed in the writing, typing or filing of correspondence;
- (iii) employed in bookkeeping, including accounting machine operators, cost and statistical clerks, operators of calculating machines;

- (d) kragtens artikel 48 (7) van genoemde Wet dat die bepalings van klousule 28 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1969 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousule en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die—
Cape Knitting Industry Association
en die

Cape Clothing Manufacturers' Association
(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die
Garment Workers' Union of the Western Province
(hieronder die „werknemers” of die „Vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

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

(b) Nieteenstaande die bepalings van subklousule (a), is die voorwaardes van hierdie Ooreenkoms—

- (i) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;
- (ii) nie van toepassing op werknemers en werkende direkteure wat lone van minstens R3,120 per jaar ontvang nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel 48 van die Wet mag vasstel en bly van krag tot 12 Desember 1969 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

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

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

„Loon” daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in hierdie Ooreenkoms voorgeskryf;

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

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

„Klerk” 'n werknemer wat—

- (i) in diens geneem is om lone te bereken, aan te teken, en te betaal, en ook die bediener van rekenmasjiene en ander meganiese hulpmiddels en die persoon wat aansporingsbonusbetalings uit die fabrieksregisters bereken, maar uitgesonderd 'n persoon wat loonkoevert met die hand of 'n masjien uitskryf;
- (ii) in diens geneem is om skryf-, tik- of liaseerwerk in verband met korrespondensie te doen;
- (iii) in diens geneem is om boek te hou, en ook 'n boekhoumasjienbediener, kosteberekenings- en statistiek-klerk en die bediener van 'n rekenmasjien;

- (iv) employed in dealing with records required in terms of the Agreement, i.e. maintaining of factory record cards, employees' blue service cards, time sheets, X-ray examinations and Provident Fund records;
- (v) employed as a shipping clerk;
- (vi) employed as an invoice clerk;
- (vii) employed as a cashier or telephone operator;
- (viii) employed in the keeping of main stock records;
- (ix) who is responsible for receipt and/or despatch of goods, in an establishment, or in any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on;

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

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

"Clothing Section" means—

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

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

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

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

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

"Errand boy" means an employee under the age of 21 years who delivers letters, messages and parcels outside the factory on foot or by means of a bicycle, tricycle or hand-propelled vehicle; folds and/or inserts mail; affixes postage stamps or labels for posting; operates a duplicating and/or addressograph machine and/or franking machine; sorts invoices, consignment notes or similar documents;

"Establishment" means any premises in or in connection with which one or more employees are employed in the Knitting Division;

"Experience" means in relation to—

- (a) a clerical employee, the total period or periods of employment which such employee has had as a clerical employee, irrespective of the trade in which such experience, was gained;
- (b) a traveller, the total period or periods of employment which such employee has had as a traveller, in the Clothing Industry and/or Knitting Division;
- (c) a Grade I Employee, Male, Grade I Employee, Female, Grade II Employee, Male, Grade II Employee, Female, the total period or periods of employment which an employee has had in the Knitting Division in any of the above capacities;
- (d) an errand boy and/or messenger, the total period or periods of employment which such employee has had as an errand boy and/or messenger, as the case may be, in the Clothing Industry and/or Knitting Division;
- (e) a foreman, forewoman, male and female supervisor, and pattern grader, the total period or periods of employment which such employees have had as a foreman, forewoman, male and female supervisor and pattern grader respectively in the Clothing Industry and/or Knitting Division;

Where ironers and/or folders and/or operators of a Hoffman Press who have been employed in the

- (iv) in diens geneem is om te werk met die registers wat ingevolge die Ooreenkoms vereis word, d.w.s. om fabrieksregisterkaarte, werknemers se blou verslag-kaarte, werkuurregisters, X-straalondersoek- en Voorzorgsfondsregisters by te hou;
- (v) in diens is as 'n verskepingsklerk;
- (vi) in diens geneem is as 'n faktuurklerk;
- (vii) in diens geneem is as 'n kassier of telefonis;
- (viii) in diens geneem is om die hoofvoorraadregisters te hou;
- (ix) verantwoordelik is vir die ontvangs en/of versending van goedere in 'n bedryfsinrigting of in 'n ander perseel wat deel mag uitmaak van of wat grens of verbonder is aan die bedryfsinrigting waarin die werk-saamhede van die werkgewer uitgeoefen word;

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

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

"Klerasieseksie"—

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

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

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (Kaap) wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

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

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

"Loopjong" 'n werknemer onder die leeftyd van 21 jaar wat briewe, boodskappe en pakkette te voet of met behulp van 'n trapfiets, driewiel of handvoertuig buite die fabriek aflewer; pos opvou en in koeverte steek; posseëls of etikette op posstukke plak; 'n afrol- en/of adresseermasjien en/of frankeermasjien bedien; fakture, vragbriewe of soortgelyke dokumente sorteer;

"Bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Brei-afdeling in diens geneem word;

"Ondervinding" in verband met—

- (a) 'n klerk, die totale tydperk of tydperke diens wat sodanige werknemer as 'n klerk gehad het, ongeag die bedryf waarin sodanige ondervinding opgedoen is;
- (b) 'n handelsreisiger, die totale tydperk of tydperke diens wat sodanige werknemer as 'n handelsreisiger gehad het in die Klerasiennywerheid en/of Brei-afdeling;
- (c) 'n werknemer, graad I, man; werknemer, graad I, vrou; werknemer, graad II, man; werknemer, graad II, vrou, die totale tydperk of tydperke diens wat 'n werknemer in enige van bogenoemde hoedanighede in die Brei-afdeling gehad het;
- (d) 'n loopjong en/of bode, die totale tydperk of tydperke diens wat sodanige werknemer gehad het as loopjong en/of bode, na gelang van die geval, in die Klerasiennywerheid en/of Brei-afdeling;
- (e) 'n voorman, voorvrou, opsigter (man en vrou), en patroongradeerder, die totale tydperk of tydperke diens wat so 'n werknemer onderskeidelik as voorman, voorvrou, opsigter (man en vrou) en patroongradeerder in die Klerasiennywerheid en/of Brei-afdeling gehad het.

Waar strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die wasserybedryf werkzaam

Laundry trade seek employment as ironers and/or folders in the Knitting Division, their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

Where employees, who have been employed in the Clothing Industry seek employment in the Knitting Division in any of the occupations listed below, their total experience in such occupations shall be reckoned for the purpose of calculating the minimum wage at which they may commence service:

- (i) Assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;
- (ii) Assistant to Mechanic;
- (iii) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (iv) Cleaning, i.e. cutting or trimming off loose-ends of cotton left in garments by previous operators;
- (v) Conveyor-Feeder, i.e. an employee responsible for feeding prepared parts of garments into a conveyor for further operations and who may be assisted by one or more sorters;
- (vi) Cutting of bias binding;
- (vii) Cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
- (viii) Cutting of travellers' swatches;
- (ix) Examining of cut and/or uncut parts of lays;
- (x) Female employees not elsewhere specified;
- (xi) Folding garments;
- (xii) Folders and turners; stamping and/or transferring by hand or machine;
- (xiii) Ironing and Folding or Ironing, Folding and Pinning garments;
- (xiv) Line Feeders;
- (xv) Machinist, i.e. an employee who performs any operation by sewing machine;
- (xvi) Male employees not elsewhere specified;
- (xvii) Marking the position of pockets, buttons or buttonholes, cutting the mouth of hip pockets;
- (xviii) Mechanic;
- (xix) Mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
- (xx) Operator of Shrinking Press or Machine;
- (xxi) Operating a Zip Machine;
- (xxii) Packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles, prior to their being sent to the despatch department;
- (xxiii) Passer, i.e. an employee who examines parts of or the finished garments for flaws;
- (xxiv) Plain-sewing, i.e. performing by hand one or more of the following operations:—

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

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

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

was, in die Brei-afdeling werk soek as strykers en/of opvouers, moet hul totale ondervinding tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;

Waar werknemers wat in die Klerasienywerheid werksaam was, in die Brei-afdeling werk soek in enigeen van die beroepe in die lys hieronder gemeld, moet hul totale ondervinding in sodanige beroepe tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar:

- (i) Dose inmekaarsit, d.w.s. kartonhouers vir pakke en ander kledingstukke uit karton vou;
- (ii) assistent vir werktuigkundige;
- (iii) spoel opdraai, d.w.s. spoel met 'n spoelopdraai-toestel opdraai;
- (iv) skoonmaak, d.w.s. los entjies garing wat deur vorige werkers aan kledingstukke gelaat is, afsny of afknip;
- (v) voerder van 'n vervoertoestel, d.w.s. 'n werknemer wat daarvoor verantwoordelik is om voorbereide dele van kledingstukke in 'n vervoertoestel te voer vir verdere werksaamhede en wat deur een of meer sorteerdery bygestaan mag word;
- (vi) skuinsomboorsel sny;
- (vii) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek en patroonpassing van materiaal;
- (viii) monsterboekies vir handelsreisigers sny;
- (ix) gesnyde en/of ongesnyde gedeeltes van lae ondersoek;
- (x) vroulike werknemers nie elders gemeld nie;
- (xi) kledingstukke opvou;
- (xii) opvouers en omdraaiers: stempel en/of kalkeer met die hand of 'n masjien;
- (xiii) kledingstukke stryk en opvou of stryk, opvou en vasspeld;
- (xiv) lynvoerders;
- (xv) masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;
- (xvi) manlike werknemers nie elders gemeld nie;
- (xvii) die posisie van sakke, knope of knoopsgate merk, en die bek van agtersakke sny;
- (xviii) werktuigkundige;
- (xix) herstelwerk, d.w.s. die ondersoek van gebreide kledingstukke om defekte te ontdek en die verhelping van sodanige defekte;
- (xx) bediener van 'n krimppers of -masjien;
- (xxi) bediening van 'n ritssluiters;
- (xxii) verpakker, d.w.s. die verpakking van kledingstukke in dose of ander geskikte omslae of die byme-kaarmaak van kledingstukke in bondels voordat dit na die versendingsafdeling gestuur word;
- (xxiii) nasiener, d.w.s. 'n werknemer wat gedeeltes van 'n kledingstuk of die afgewerkte kledingstukke ondersoek met die doel om gebreke te ontdek;
- (xxiv) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:
Soomafwerking van mikvoerings in broeke; soomafwerking van sitvlakke; permanente omslae vaswerk; soomafwerking van lyfbandvoerings of gedeeltes daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerk verrig; soomafwerking van krae of armsgate van onderbaadjies; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en verskillende bykomstige naaiwerk verrig; knope met die hand aanwerk; soomafwerking van die onderente van voerings of nate daarvan wat alreeds in posisie vasgeryg is; soomafwerking van omboorsels; hanglissies maak en aanwerk; opleg sels wat reeds in posisie vasgeryg is, binne vaswerk; seilboekvoerings maak;
- (xxv) klaargemaakte kledingstukke met die hand of met 'n masjien pers;
- (xxvi) skuinsnywerk, d.w.s. die fatsoen van die krae af merk of regsny as voorbereiding vir ander werksaamhede;
- (xxvii) sorteerwerk, d.w.s. sorteerwerk in verband met verskillende werksaamhede of die sorteer en losryg van afvalstukke kouse voordat dit weer opgedraai word;
- (xxviii) stempelwerker, d.w.s. groottes en/of identifiserend werknemers op kledingstukke of gedeeltes van kledingstukke afstempel;
- (xxix) boordjies of mansjette met 'n mes, 'n skêr of 'n kontoermasjien afwerk;
- (xxx) etikette uitskryf;

„Voorman" of „opsigter" of „voervrou" of „opsigster" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan sy of haar sor-toevertrou is in 'n fabriek of 'n afdeling van 'n fabriek

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

- (1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;
- (2) Passer, i.e. an employee who examines the finished-off fabric and/or garment for flaws;
- (3) Pressing off finished garments by hand or machine;
- (4) Cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;
- (5) Machine knitter, means an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;
- (6) Knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
- (7) Colour weighing;
- (8) Laboratory assistant means an employee who prepares samples and who may make initial and routine tests and record the results thereof;
- (9) Mechanic means an employee who is engaged in making repairs or adjustments to machinery or equipment used directly in the manufacture of products of an establishment;
- (10) Pattern shaper means an employee who cuts patterns from any material under the direction and instruction of a designer or qualified pattern grader from a control pattern;
- (11) Head Warper, i.e. an employee who exercises control and supervision over two or more Warpers;
- (12) Warp Knitter means an employee operating one or a set of warp knitting machines and capable of correcting faults, changing and/or straightening needles, filling bars, making minor adjustments and shall include a threader and needle fixer;
- (13) Batching Machine Operator, i.e. an employee who rolls fabric onto roller at correct tension in preparation for dyeing by high temperature pressure machine;
- (14) Padder Machine Operator, i.e. an employee who operates a padding machine (finishing fabric—hardening or softening by addition of chemicals);
- (15) Stenter Machine Operator, i.e. an employee who operates a stenter machine (drying and setting of fabric);
- (16) Embossing Machine Operator, i.e. an employee who operates an embossing machine;
- (17) Handyman means an employee who is engaged in making minor repairs to furniture, equipment and buildings; and shall include a male employee not elsewhere specified in this Agreement;

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

- (1) Forming (including boarding, calendering and setting);
- (2) Winder, i.e. an employee engaged in operating a yarn winding machine;
- (3) Linker, i.e. an employee engaged in operating a linking machine;
- (4) Wax-ring making;
- (5) Transferring or stencilling by hand or machine;
- (6) Draw-thread operator;
- (7) Warper, i.e. an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;
- (8) Brusher, i.e. an employee who operates one or more raising or teasing machines;
- (9) Bar filling;
- (10) Bar transferring;
- (11) Sock trimmer;
- (12) Setting machine operator;
- (13) Assembling boxes, i.e. folding cardboard into cardboard containers;
- (14) Assistant to mechanic;
- (15) Cutting of bias binding;
- (16) Operating a dye-house machine;
- (17) Toe-closing by machine;
- (18) Cutting of travellers' swatches;
- (19) Draw-thread mending;
- (20) Knitter's assistant, i.e. an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;

"Werknemer, graad I, man" 'n manlike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen:

- (1) Masjienwerker, d.w.s. 'n werknemer wat met 'n naai-masjien werk in verband met kleremaak verrig;
- (2) nasiener, d.w.s. 'n werknemer wat die afgewerkte kledstof en/of kledingstuk vir foute nagaan;
- (3) klaar kledingstukke met die hand of met 'n masjien pars;
- (4) herstelwerk en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na bypassende kledstof;
- (5) masjienbreier, wat 'n werknemer beteken wat een of 'n stel breimasjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein herstelwerkies aan sulke dinge soos garingspanning te doen wanneer dit nodig is;
- (6) breiwerksnyer, d.w.s. 'n werknemer wat half-gepasseerde kledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
- (7) kleurstowwe afweeg;
- (8) laboratoriumassistent, d.w.s. 'n werknemer wat monsters voorberei en wat aanvangs- en roetine-toets uitvoer en die resultate daarvan aanteken;
- (9) werktuigkundige, d.w.s. 'n werknemer wat in diens geneem is om herstelwerk of verstellings aan te bring aan masjinerie of uitrusting wat regstreeks vir die vervaardiging van produkte van 'n bedryfsinrigting gebruik word;
- (10) patroonsnyer, d.w.s. 'n werknemer wat onder die leiding en bevel van 'n ontwerper of gekwalifiseerde patroongradeerder vanaf 'n kontrolepatroon uit enige materiaal patrone sny;
- (11) hoofskeringbereier, d.w.s. 'n werknemer wat beheer en toesig uitoefen oor twee of meer skeringbereiers;
- (12) skeringbereier, d.w.s. 'n werknemer wat een skeringbreimasjien of 'n stel sodanige masjiene bedien en wat foute kan verbeter, naalde kan vervang of reguit maak, bande kan vul en klein verstellings kan maak, en dit omvat 'n garinginsteeker en naaldmonteur;
- (13) kleurstapelmasjienbediener, d.w.s. 'n werknemer wat kledstof teen die korrekte spanning om roller rol ter voorbereiding vir kleurproses deur hoëtemperatuur-drukmasjiene;
- (14) vulmasjienbediener, d.w.s. 'n werknemer wat 'n vul-masjien bedien (afwerking van kledstof—die hard of sagmaak van kledstof deur die byvoeging van chemikalieë);
- (15) spandroogmasjienbediener, d.w.s. 'n werknemer wat 'n spandroogmasjien bedien (droogmaak en set van kledstof);
- (16) bosseleermasjienbediener, d.w.s. 'n werknemer wat 'n bosseleermasjien bedien;
- (17) faktotum, d.w.s. 'n werknemer wat in diens geneem word om klein herstelwerkies aan meubels, uitrusting en geboue te doen; en omvat 'n manlike werknemer nie elders in hierdie Ooreenkoms genoem nie.

"Werknemer, graad II, man" 'n manlike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen:

- (1) fatsoeneer (met inbegrip van vormpars-, kalandeer- en setwerk);
- (2) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjien bedien;
- (3) skakelmasjienbediener, d.w.s. 'n werknemer wat 'n skakelmasjien bedien;
- (4) wasringe maak;
- (5) met die hand of masjien aftrek of stensil;
- (6) trekdraadbediener;
- (7) skeringbereier, d.w.s. 'n werknemer wat kettinggrade van keëltolle of spintolle vir 'n skeringbreimasjien of soortgelyke masjiene voorberei en wat die fleusroller voorberei;
- (8) borselaar, d.w.s. 'n werknemer wat een of meer kaart- of pluismasjiene bedien;
- (9) bande vul;
- (10) bande afmerk;
- (11) sokkies afwerk;
- (12) setmasjienbediener;
- (13) dose inmeekaarsit, d.w.s. karton in kartonhouers vou;
- (14) werktuigkundige se assistent;
- (15) skuinsomboorsel sny;
- (16) 'n kleurmasjien bedien;
- (17) toonsluiting met masjien;
- (18) monsterboekies vir handelsreisigers sny;
- (19) trekdraadstopwerk;
- (20) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kledstof van die masjiene afhaal, garing van die masjiene afhaal of terugsit en wat 'n masjien kan afskakel en aanskakel, alles onder die algemene toesig van 'n breier;

- (21) Tagger, i.e. an employee who marks with a thread on socks for size;
- (22) Spotter, i.e. an employee who removes spots and stains;
- (23) Operating shrinking press or machine;
- (24) Shearing, i.e. shearing away the teased fibre to give a velvet or felt finish to a beret or to a continuous length of fabric;
- (25) Ringing, i.e. placing a ring into a beret preparatory to drying in a steambox;
- (26) Assistant to Handyman;
- (27) Assistant Warp Knitter means an employee who watches fabric for flaws, feeds machines with yarn, removes fabric from machines, and can stop and start a machine, all under the general supervision of a Knitter and shall include a Threaderhand and Doffer;
- (28) Sorting, Weighing, marking, stocking bales of fabric or knitting yarn, all under the general supervision of a clerical employee;
- (29) Assistant Stenter Machine Operator, i.e. an employee who assists a stenter machine operator;
- (30) Folding Machine Operator, i.e. an employee who operates a folding machine;

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

- (1) Machinist, i.e. an employee who performs any operation by sewing machine;
 - (2) Machine knitter, i.e. an employee operating one or a set of knitting machines and capable of identifying faults, changing bad needles and making minor adjustments to such items as yarn tensions when necessary;
 - (3) Knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
 - (4) Passer, i.e. an employee who examines the finished-off fabric and/or garment for flaws;
 - (5) Colour weighing;
 - (6) Laboratory assistant means an employee who prepares samples and who may make initial and routine tests and record results thereof;
 - (7) Linker, i.e. an employee engaged in operating a linking machine;
 - (8) Mending, i.e. the examination of knitted garments for defects and the rectification of such defects;
 - (9) Cutting of repairs and/or replacements including time spent in searching for and matching up cloth;
 - (10) Pattern shaper means an employee who cuts patterns from any material under the direction and instruction of a designer or qualified pattern grader from a control pattern;
 - (11) Seamer means an employee engaged in joining material by means of a seaming machine;
- and shall include a female employee not elsewhere specified in this Agreement;

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

- (1) Bobbin-winding, i.e. winding bobbins with a bobbin winder;
- (2) Writing of labels;
- (3) Stamping on of sizes;
- (4) Assembling boxes, i.e. folding cardboard into cardboard containers;
- (5) Cutting of bias binding;
- (6) Cutting of travellers' swatches;
- (7) Forming (including boarding, calendering and setting);
- (8) Winder, i.e. an employee engaged in operating a yarn winding machine;
- (9) Operating a dye-house machine;
- (10) Knitter's assistant, i.e. an employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;
- (11) Drawn-thread mending;
- (12) Toe-closing by machine;
- (13) Wax-ring making;
- (14) Transferring or stencilling by hand or machine;
- (15) Draw-thread operator;
- (16) Warper;
- (17) Brusher;
- (18) Bar filling;
- (19) Bar transferring;
- (20) Sock trimmer;
- (21) Packing, other than despatch packing;
- (22) Cleaners, folders, folders and turners;
- (23) Hand sewer;
- (24) Tagger, i.e. an employee who marks with a thread on socks for size;

- (21) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;
- (22) vlekuihtaler, d.w.s. 'n werknemer wat kolle en vlekke verwyder;
- (23) krimppars of -masjiën bedien;
- (24) knipwerk, d.w.s. die gekaarde vesel wegknip om 'n fluweelagtige of viltagtige afwerking te verleen aan 'n pet of aan 'n kleedstof van deurlopende lengte;
- (25) ringe insit, d.w.s. 'n ring in 'n pet insit voordat dit in 'n stoomkassie gedroog word;
- (26) faktotum se assistent;
- (27) skeringbereier se assistent, d.w.s. 'n werknemer wat kleedstof nasien vir foute, garingdraad in masjiene voer, kleedstof van die masjiene afhaal, en wat 'n masjiën kan afskakel en aanskakel, alles onder die algemene toesig van 'n breier, en dit omvat 'n garing-insteker en -uittrekker;
- (28) bale kleedstof of breiwool sorteer, weeg, merk en in voorraad hou, alles onder die algemene toesig van 'n klerk;
- (29) spandroogmasjiënbediener se assistent, d.w.s. 'n werknemer wat 'n spandroogmasjiënbediener help;
- (30) voumasjiënbediener, d.w.s. 'n werknemer wat 'n voumasjiën bedien;

"Werknemer, graad I, vrou" 'n vroulike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen:

- (1) masjiënwerker, d.w.s. 'n werknemer wat werk deur middel van 'n naaimasjiën doen;
 - (2) masjiënbreier, d.w.s. 'n werknemer wat een of 'n stel breimasjiëne bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein herstelwerkies aan sulke dinge soos garingspanning te doen wanneer dit nodig is;
 - (3) breiwerkshyner, d.w.s. 'n werknemer wat half-gepasweefde kledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
 - (4) nasien, d.w.s. 'n werknemer wat die klaar kleedstof en/of kledingstuk vir foute nasien;
 - (5) Kleurstowwe afweeg;
 - (6) laboratoriumassistent, d.w.s. 'n werknemer wat monsters voorberei en wat die aanvangs- en roetine-toetse uitvoer en die resultate daarvan aanteken;
 - (7) Skakelmasjiënbediener, d.w.s. 'n werknemer wat 'n skakelmasjiën bedien;
 - (8) stopwerk, d.w.s. die ondersoek van gebreide kledingstukke vir foute en die verbetering van sulke foute;
 - (9) herstelwerk en/of vervangstukke uitsny, insluitende tyd bestee aan die soek na bypassende kleedstowwe;
 - (10) patroonshyner, d.w.s. 'n werknemer wat onder leiding en bevel van 'n ontwerper of gekwalifiseerde patroongradeerder van 'n kontrolepatroon af uit enige materiaal patrone sny;
 - (11) soommaker, d.w.s. 'n werknemer wat met 'n soommasjiën materiaal aanmekaar werk;
- en omvat 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms genoem word nie;

"Werknemer, graad II, vrou" 'n vroulike werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen:

- (1) optolling, d.w.s. spintolle met 'n optoller optol;
- (2) etikette uitskryf;
- (3) groottenommers stempel;
- (4) dose inmekaarsit, d.w.s. karton in kartonhouers vou;
- (5) skuinsomboorsel sny;
- (6) monsterboekies vir handelsreisigers sny;
- (7) fatsoener (met inbegrip van vormpars-, kalandeer- en setwerk);
- (8) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjiën bedien;
- (9) Kleurmasjiën bedien;
- (10) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiëne neem, kleedstof van die masjiëne afhaal, garing van masjiëne afhaal en terugsit en wat 'n masjiën kan aan- en afskakel, alles onder die algemene toesig van 'n breier;
- (11) herstelwerk met trekdrade;
- (12) toonsluiting met masjiën;
- (13) wasringe maak;
- (14) met die hand of masjiën aftrek of stensil;
- (15) trekdraadbediener;
- (16) skeringbereier;
- (17) borselaar;
- (18) bande vul;
- (19) bande afmerk;
- (20) sokkies afwerk;
- (21) verpakking, uitgesonderd versendingsverpakking;
- (22) skoonmakers, vouers, vouers en omdraaiers;
- (23) handstikker;
- (24) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;

- (25) Spotter, i.e. an employee who removes spots and stains;
- (26) Re-ironing ribbons and light pressing of bulky knits;
- (27) Line feeder;
- (28) Fabric slitter, i.e. an employee engaged in slitting open continuous lengths of fabric on a pre-determined line;

"Hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 divided by 46 in the case of boiler attendants, by 72 in the case of watchmen or caretakers and by 42½ in the case of all other employees;

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

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

"Learner" means an employee whose period or periods of employment does not entitle him to be paid the qualified wage prescribed in this Agreement for an employee of his class;

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

"Monthly wage" means the weekly wage multiplied by 4½;

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

"Pattern Grader" means an employee who grades patterns from any material to various sizes according to requirements or directions given to him and shall include an employee engaged in making master patterns for looms or formers in hand or loom pleating process;

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

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

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

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

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

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

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

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

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

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

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

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

- (25) vlekuihtaler, d.w.s. 'n werknemer wat kolle en vlekke verwyder;

- (26) linte weer stryk en lywige breiwerk saggies pars;

- (27) lynvoerder;

- (28) kleedstofsplyter, d.w.s. 'n werknemer wat deurlopende lengtes kleedstof op 'n voorafbepaalde lyn oopsplyt;

"Uurskaal" of "uurloon" die weekloon wat in klousule 4 voorgeskryf word, gedeel deur 46 in die geval van ketelbedieners, deur 72 in die geval van wagte en opsigters en deur 42½ in die geval van alle ander werknemers;

"Brei-afdeling" daardie afdeling van die breiseksie waarin werkgewers en werknemers geassosieer is vir die brei van kleedstof en/of kledingstukke en omvat—

- (a) die opmaak van gepasweefde kledingstukke;
- (b) die opmaak van half-gepasweefde kledingstukke;
- (c) die opmaak van mans-, dames- en kinderkouse; maar omvat nie die opmaak van gebreide kledingstukke van gebreide stukkleedstowwe van eenvormige wydte nie. Met „gebreide stukkleedstowwe" word bedoel rolle gebreide kleedstof van deurlopende lengte;

"Leerling" 'n werknemer wie se dienstyd of dienstye hom nie geregtig maak op die loon vir gekwalifiseerdes wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word nie;

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

"Maandloon" die weekloon vermenigvuldig met 4½;

"Motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordomskriving omvat „'n motorvoertuig bestuur" alle tydperke waarin hy die voertuig bestuur het en alle tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly in gereedheid om die voertuig te bestuur;

"Patroongradeerder" 'n werknemer wat patrone uit enige materiaal in verskeie groottes gradeer volgens die vereistes of bevele aan hom gegee en omvat dit 'n werknemer wat moederpatrone voorberei vir weefgetoue of fatsoeneerders in hand- of weefplooi-prosesse;

"Stukwerk" enige stelsel waarby verdienste bereken word op die hoeveelheid of omvang van werk wat verrig is;

"Gekwalifiseer", met betrekking tot 'n werknemer in die nywerheid, 'n ander werknemer as 'n voorman of manlike toesighouer, 'n voorvrou of vroulike toesighouer, 'n leerling of 'n ongeskoolde arbeider, werktuigkundige, opsigter, assistent-versendingsverpakker, motorvoertuigbestuurder of 'n wag;

"Korttyd" 'n tydelike vermindering in die getal gewone weeklikse werke in 'n bedryfsinrigting weens werkslapte of ander gebeurlikhede in die bedryf;

"Pakhuisman" 'n werknemer in algemene beheer van voorraad en/of afgewerkte produkte en wat verantwoordelik is vir die ontvang, stoor, verpakking of uitpak van goedere in 'n pakhuis of 'n stoor en/of goedere uit 'n stoor of pakhuis aflewer aan die verbruiksafdelings van 'n bedryfsinrigting of vir versending;

"Taakwerk" die opdra deur 'n werkgewer (of sy verteenwoordiger) aan 'n werknemer van 'n bepaalde getal kledingstukke of gedeelte van kledingstukke wat deur so 'n werknemer binne 'n bepaalde tyd voltooi moet word;

"Teemeisie" 'n werknemer wat tee of soortgelyke drankie maak en wat koppies, pierings en kombuisgerei kan was en wat verantwoordelik kan wees vir die skoonmaak van die kombuis en/of eet- en/of ruskamers;

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

"Handelsreisiger se motorvoertuigbestuurder" 'n werknemer wat die handelsreisiger op sy reis vergesel en hom help om die voertuig te bestuur en om monsters te verpak, uit te pak en te vertoon;

"Ongeskoolde arbeider" 'n werknemer wat in een of meer van ondergenoemde werksaamhede of hoedanighede diens doen:

- (i) persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak en/of was;
- (ii) laai of aflaai;
- (iii) artikels dra, verskuif of opstapel;
- (iv) deure oop- of toemaak, kaste, pakkies, bale of ander houers uitpak;
- (v) briewe, boodskappe of goedere buitekant die fabriekseperseel te voet of deur middel van 'n trapfiets, driewiel of handvoertuig aflewer;
- (vi) kaste, bale of ander houers met die hand merk, brandmerk, stensil of van etikette voorsien;
- (vii) kaste of bale of ander houers verbind, met drade of bande vasmaak of vasgord, en dit sluit in 'n werknemer van 21 jaar of ouer wat die pligte van 'n loopjong uitvoer;

"Wag" of "opsigter" 'n werknemer wat persele, geboue of ander eiendom bewaak.

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

4. REMUNERATION.

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

	Per Week Rand Cents	
Assistant Despatch Packer	9	42
Boiler Attendant	10	62
Clerical employee (male):		
First year of experience	6	45
Second year of experience	8	85
Third year of experience	12	67
Fourth year of experience	16	60
Fifth year of experience	21	39
Thereafter	24	07
Clerical employee (female):		
First year of experience	6	45
Second year of experience	7	61
Third year of experience	8	85
Fourth year of experience	9	87
Thereafter	12	67
Despatch Packer	10	62
Foreman or male supervisor:		
(a) Qualified	26	69
(b) Learner—First six months of experience	19	61
Second six months of experience	22	60
Thereafter the wage specified in (a).		
Forewoman or female supervisor:		
(a) Qualified	17	33
(b) Learner—First six months of experience	12	00
Second six months of experience	14	53
Grade I employee (male):		
(a) Qualified	19	61
(b) Learner—First Year		
First six months of experience	5	21
Second six months of experience	6	09
Second Year		
First six months of experience	7	05
Second six months of experience	8	07
Third Year		
First six months of experience	9	34
Second six months of experience	10	40
Fourth Year		
First six months of experience	11	56
Second six months of experience	13	38
Fifth Year		
First six months of experience	14	53
Second six months of experience	16	01
Thereafter the wage specified in (a).		
Grade II employee (male):		
(a) Qualified	12	00
(b) Learner—First Year		
First six months of experience	5	21
Second six months of experience	6	09
Second Year		
First six months of experience	7	05
Second six months of experience	8	07
Third Year		
First six months of experience	9	34
Second six months of experience	10	40
Thereafter the wage specified in (a).		
(c) If advanced to Grade I employee (male):		
First six months from date of advancement	11	81
Second six months from date of advancement	13	38
Third six months from date of advancement	14	53
Fourth six months from date of advancement	16	01
Thereafter	19	61
Grade I employee (female):		
(a) Qualified	12	00
(b) Learner—First Year		
First six months of experience	5	21
Second six months of experience	6	09
Second Year		
First six months of experience	7	05
Second six months of experience	8	07
Third Year		
First six months of experience	9	34
Second six months of experience	10	40
Thereafter the wage specified in (a), i.e.		
Grade II employee (female):		
(a) Qualified	9	12
(b) Unqualified—First Year		
First six months of experience	5	21
Second six months of experience	6	09

4. BESOLDIGING.

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

	Per week Rand Sent	
Assistent-versendingsverpakker	9	42
Ketelbediener	10	62
Klerklike werknemer, man:		
Eerste jaar ondervinding	6	45
Tweede jaar ondervinding	8	85
Derde jaar ondervinding	12	67
Vierde jaar ondervinding	16	60
Vyfde jaar ondervinding	21	39
Daarna	24	07
Klerlike werknemer, vrou:		
Eerste jaar ondervinding	6	45
Tweede jaar ondervinding	7	61
Derde jaar ondervinding	8	85
Vierde jaar ondervinding	9	87
Daarna	12	67
Versendingsverpakker	10	62
Voorman of manlike toesighouer:		
(a) Gekwalifiseer	26	69
(b) Leerling—Eerste ses maande ondervinding	19	61
Tweede ses maande ondervinding	22	60
Daarna die loon in (a) genoem.		
Voorvrou of vroulike toesighouer:		
(a) Gekwalifiseer	17	33
(b) Leerling—Eerste ses maande ondervinding	12	00
Tweede ses maande ondervinding	14	53
Werknemer, graad I, man:		
(a) Gekwalifiseer	19	61
(b) Leerling—Eerste jaar		
Eerste ses maande ondervinding	5	21
Tweede ses maande ondervinding	6	09
Tweede jaar		
Eerste ses maande ondervinding	7	05
Tweede ses maande ondervinding	8	07
Derde jaar		
Eerste ses maande ondervinding	9	34
Tweede ses maande ondervinding	10	40
Vierde jaar		
Eerste ses maande ondervinding	11	56
Tweede ses maande ondervinding	13	38
Vyfde jaar		
Eerste ses maande ondervinding	14	53
Tweede ses maande ondervinding	16	01
Daarna die loon in (a) genoem.		
Werknemer, graad II, man:		
(a) Gekwalifiseer	12	00
(b) Leerling—Eerste jaar		
Eerste ses maande ondervinding	5	21
Tweede ses maande ondervinding	6	09
Tweede jaar		
Eerste ses maande ondervinding	7	05
Tweede ses maande ondervinding	8	07
Derde jaar		
Eerste ses maande ondervinding	9	34
Tweede ses maande ondervinding	10	40
Daarna die loon in (a) genoem.		
(c) Indien bevorder tot werknemer, graad I, man:		
Eerste ses maande na datum van bevordering	11	81
Tweede ses maande na datum van bevordering	13	38
Derde ses maande na datum van bevordering	14	53
Vierde ses maande na datum van bevordering	16	01
Daarna	19	61
Werknemer, graad I, vrou:		
(a) Gekwalifiseer	12	00
(b) Leerling—Eerste jaar		
Eerste ses maande ondervinding	5	21
Tweede ses maande ondervinding	6	09
Tweede jaar		
Eerste ses maande ondervinding	7	05
Tweede ses maande ondervinding	8	07
Derde jaar		
Eerste ses maande ondervinding	9	34
Tweede ses maande ondervinding	10	40
Daarna die loon in (a) genoem, d.w.s.		
12	00	
Werknemer, graad II, vrou:		
(a) Gekwalifiseer	9	12
(b) Ongekwalfiseer—Eerste jaar		
Eerste ses maande ondervinding	5	21
Tweede ses maande ondervinding	6	09

	Per Week Rand Cents	
<i>Second Year</i>		
First six months of experience ...	7	05
Second six months of experience ...	7	61
<i>Third Year</i>		
First six months of experience ...	8	07
Second six months of experience ...	8	52
Thereafter the wage specified in (a).		
(c) <i>If advanced to Grade I employee (female):</i>		
First six months from date of advancement ...	9	34
Second six months from date of advancement ...	10	40
Thereafter the wage specified in (a), i.e. ...	12	00
<i>Messenger and/or Errand Boy:</i>		
(a) Qualified ...	8	07
(b) <i>Learner—First Year</i>		
First six months of experience ...	5	21
Second six months of experience ...	6	09
<i>Second Year</i>		
First six months of experience ...	7	05
Second six months of experience ...	7	61
Thereafter the wage specified in (a).		
<i>Motor Vehicle Driver of a vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle:</i>		
(a) Does not exceed 3,000 lbs. ...	12	00
(b) Exceeds 3,000 lbs. but not 6,000 lbs. ...	13	45
(c) Exceeds 6,000 lbs. ...	18	68
<i>Pattern Grader</i>		
(a) Qualified ...	26	97
(b) <i>Learner—First Year</i>		
First six months of experience ...	5	21
Second six months of experience ...	6	09
<i>Second Year</i>		
First six months of experience ...	7	05
Second six months of experience ...	7	61
<i>Third Year</i>		
First six months of experience ...	8	07
Second six months of experience ...	9	34
<i>Fourth Year</i>		
First six months of experience ...	13	38
Second six months of experience ...	16	01
<i>Fifth Year</i>		
First six months of experience ...	18	96
Second six months of experience ...	22	60
Thereafter the wage specified in (a).		
<i>Tea Girl</i> ...	8	12
<i>Traveller (male) Qualified</i> ...	28	86
<i>Traveller (male) unqualified:</i>		
During first six months of experience ...	18	27
During second six months of experience ...	19	96
During third six months of experience ...	21	94
During fourth six months of experience ...	23	09
During fifth six months of experience ...	24	24
During sixth six months of experience ...	25	40
During seventh six months of experience ...	26	55
During eighth six months of experience ...	27	71
<i>Traveller (female) qualified</i> ...	24	94
<i>Traveller (female) unqualified:</i>		
During first six months of experience ...	14	96
During second six months of experience ...	16	39
During third six months of experience ...	17	87
During fourth six months of experience ...	19	35
During fifth six months of experience ...	21	13
During sixth six months of experience ...	22	08
During seventh six months of experience ...	23	03
During eighth six months of experience ...	23	98
<i>Traveller's Driver</i> ...	10	00
<i>Unskilled Labourer</i> ...	10	00
<i>Watchman or Caretaker</i> ...	10	62

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

(3) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee shall be on a weekly basis and an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) read with sub-clause (6), for an employee of his class whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 9 or less.

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

(a) All employees who qualify for an increase during the period 1st January to 31st March of the calendar year

	Per week Rand Sent	
<i>Tweede jaar</i>		
Eerste ses maande ondervinding ...	7	05
Tweede ses maande ondervinding ...	7	61
<i>Derde jaar</i>		
Eerste ses maande ondervinding ...	8	07
Tweede ses maande ondervinding ...	8	52
Daarna die loon in (a) genoem.		
(c) <i>Indien bevorder tot werknemer, graad I, vrou:</i>		
Eerste ses maande vanaf datum van bevordering ...	9	34
Tweede ses maande vanaf datum van bevordering ...	10	40
Daarna die loon in (a) genoem, d.w.s. ...	12	00
<i>Bode en/of loopjong:</i>		
(a) Gekwalifiseer ...	8	07
(b) <i>Leerling—Eerste jaar</i>		
Eerste ses maande ondervinding ...	5	21
Tweede ses maande ondervinding ...	6	09
<i>Tweede jaar</i>		
Eerste ses maande ondervinding ...	7	05
Tweede ses maande ondervinding ...	7	61
Daarna die loon in (a) genoem.		
<i>Motorvoertuigbestuurder van 'n voertuig waarvan die onbelaste gewig saam met die onbelaste gewig 'n sleepwa of -waens deur dié voertuig getrek:</i>		
(a) Hoogstens 3,000 lb. is ...	12	00
(b) Meer as 3,000 lb. is, maar nie meer as 6,000 lb. nie ...	13	45
(c) Meer as 6,000 lb. is ...	18	68
<i>Patroongradeerder</i>		
(a) Gekwalifiseer ...	26	97
(b) <i>Leerling—Eerste jaar</i>		
Eerste ses maande ondervinding ...	5	21
Tweede ses maande ondervinding ...	6	09
<i>Tweede jaar</i>		
Eerste ses maande ondervinding ...	7	05
Tweede ses maande ondervinding ...	7	61
<i>Derde jaar</i>		
Eerste ses maande ondervinding ...	8	07
Tweede ses maande ondervinding ...	9	34
<i>Vierde jaar</i>		
Eerste ses maande ondervinding ...	13	38
Tweede ses maande ondervinding ...	16	01
<i>Vyfde jaar</i>		
Eerste ses maande ondervinding ...	18	96
Tweede ses maande ondervinding ...	22	60
Daarna die loon in (a) genoem.		
<i>Teemeisie</i> ...	8	12
<i>Handelsreisiger, man, gekwalifiseer</i> ...	28	86
<i>Handelsreisiger, man, ongekwalifiseer:</i>		
Gedurende eerste ses maande ondervinding ...	18	27
Gedurende tweede ses maande ondervinding ...	19	96
Gedurende derde ses maande ondervinding ...	21	94
Gedurende vierde ses maande ondervinding ...	23	09
Gedurende vyfde ses maande ondervinding ...	24	24
Gedurende sesde ses maande ondervinding ...	25	40
Gedurende sewende ses maande ondervinding ...	26	55
Gedurende agste ses maande ondervinding ...	27	71
<i>Handelsreisiger, vrou, gekwalifiseer</i> ...	24	94
<i>Handelsreisiger, vrou, ongekwalifiseer:</i>		
Gedurende eerste ses maande ondervinding ...	14	96
Gedurende tweede ses maande ondervinding ...	16	39
Gedurende derde ses maande ondervinding ...	17	87
Gedurende vierde ses maande ondervinding ...	19	35
Gedurende vyfde ses maande ondervinding ...	21	13
Gedurende sesde ses maande ondervinding ...	22	08
Gedurende sewende ses maande ondervinding ...	23	03
Gedurende agste ses maande ondervinding ...	23	98
<i>Handelsreisiger se motorvoertuigbestuurder</i> ...	10	00
<i>Ongeskoolde arbeider</i> ...	10	00
<i>Wag of opsigter</i> ...	10	62

(2) *Spanleiers.*—Benewens die lone bereken ingevolge subklousule (1) van hierdie klousule, moet elke werknemer van wie vereis word om die pligte van 'n spanleier uit te voer, 'n bykomende 65 sent per week, terwyl hy aldus diens doen, betaal word en dit ontvang.

(3) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer op 'n weeklikse grondslag en 'n werknemer moet ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (6), vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werkure wat op hom ingevolge klousule 9 van toepassing is, of minder gewerk het.

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

(a) Alle werknemers wat in aanmerking kom vir 'n verhoging gedurende die tydperk 1 Januarie tot 31 Maart van die

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 period.

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

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

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

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

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

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

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

(ii) in the case referred to in paragraph (b) not less than the daily wage calculated on the basis of the highest weekly wage prescribed in sub-clause (1) for the higher class:

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

(7) *Night-Shift Remuneration.*—In addition to the remuneration prescribed in sub-clause (1), an employee shall in respect of each night-shift worked in any week be paid an additional 10% on such remuneration in respect of any hours falling outside the ordinary daily hours of the establishment.

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

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

5. PAYMENT OF REMUNERATION.

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

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

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

In the case of a shift worker remuneration due to an employee shall be paid at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay day.

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

kalenderjaar, moet dié verhogings toegestaan word met ingang van en met inbegrip van die eerste betaalweek ná 15 Februarie van dié jaar. Wanneer 'n werknemer gedurende genoemde betaalweek nie diens doen nie, word hy geregtig op die verhoging met ingang van die datum waarop hy in diens geneem word.

(b) Desgelyks en op dieselfde wyse moet alle verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September, en 1 Oktober tot 31 Desember in elke kalenderjaar verskuldig word, vir werknemers betaalbaar wees op 15 Mei, 15 Augustus, en 15 November wat binne die betrokke tydperk val.

(c) Wanneer bereken word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van werk bygereken word, uitgesonderd afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as vier opeenvolgende betaalweke en ten opsigte waarvan volle besonderhede van die naam van die werknemer en die tydperk van afwesigheid binne 14 dae vanaf die datum waarop die werknemer sy werk hervat het, aan die Raad meegedeel is.

(5) Tensy die toestemming van die Raad vooraf verkry word, mag geen gekwalifiseerde manlike werknemer wat in die nywerheid in diens is op die datum waarop hierdie Ooreenkoms in werking tree, afgedank word nie, tensy, wanneer hy vervang word, 'n ander gekwalifiseerde manlike werknemer in dieselfde beroep geplaas word.

(6) *Differensiële skale.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur altesaam op 'n dag, hetsy bo en behalwe sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor of—

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

(b) 'n stygende loonskaal wat eindig in 'n loon wat hoër as dié van sy eie klas is,

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

(i) in die geval in paragraaf (a) genoem, minstens die dagloon betaal bereken op die hoër weeklikse skaal; en

(ii) in die geval in paragraaf (b) genoem, minstens die dagloon betaal, bereken op die grondslag van die hoogste weekloon wat in subklousule (1) vir dié hoër klas voorgeskryf word:

Met dien verstande dat indien die verskil tussen klasse, kragtens subklousule (1), gegrond is op ondervinding, geslag of ouderdom, die bepaling van hierdie subklousule nie van toepassing is nie.

(7) *Nagskofbesoldiging.*—Benewens die besoldiging in subklousule (1) voorgeskryf, moet 'n werknemer ten opsigte van elke nagskof wat in enige bepaalde week gewerk word, 'n bykomende 10 persent op sodanige besoldiging betaal word ten opsigte van alle ure wat buite die gewone daaglikse ure van die bedryfsinrigting val.

(8) In 'n bedryfsinrigting waar geen voorman of voorvrou in diens is nie, moet enige werknemer (uitgesonderd 'n spanleier) wat verantwoordelik is vir die werk wat ander werknemers verrig, geregtig wees op en moet hy minstens die loon betaal word wat in subklousule (1) van hierdie klousule vir 'n toesighouer voorgeskryf word.

(9) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat kragtens Oorlogsmaat-reël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat kragtens genoemde Oorlogsmaat-reël of enige vervangende maat-reël betaalbaar is, in so 'n mate verhoog word dat 'n werknemer op meer besoldiging geregtig word as dié wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens so groot is as die bedrag wat meer as sy vorige loon is.

5. BETALING VAN BESOLDIGING.

(1) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer betaal is onmiddellik voor die datum, of waarop 'n werknemer geregtig was op die datum van die inwerking-trede van hierdie Ooreenkoms terwyl dié werknemer by dieselfde werkgever in diens is nie. Die bepaling van hierdie subklousule is ook van toepassing in die geval van enige werknemer wie se dienste deur sodanige werkgever beëindig word ná die datum van die inwerking-trede van hierdie Ooreenkoms en wat weer deur dié werkgever in diens geneem word.

Vir die toepassing hiervan omvat hierdie Ooreenkoms alle wysigings daarvan.

(2) (a) Besoldiging verskuldig aan 'n werknemer, uitgesonderd 'n skofwerker, moet elke Vrydag gedurende werkure in kontant betaal word op die plek en tyd genoem in die kennisgewing opgeplak ooreenkomstig regulasie 7 (5) kragtens die Wet, maar nie later as 5.30 nm. nie. Enige tyd wat mag verloop ná die gewone werkure en die tyd waarop betaling gedoen word, moet as oortyd geag word. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling gedoen word gedurende werkure op die dag wat dié vakansiedag voorafgaan.

In die geval van 'n skofwerker moet besoldiging wat aan 'n werknemer verskuldig is, betaal word op 'n tyd waarvoor dié werknemer en sy werkgever ooreengekom het, 'n tyd wat gedurende die gewone kantooreure van die bedryfsinrigting moet val, maar nie later nie as 24 uur ná die gewone betaaldag.

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

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

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

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

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

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

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

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

(e) Where scissors have been provided by an employer to his employee, a weekly instalment not exceeding 3 cents may be deducted until the cost incurred by the employer has been repaid but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid.

(f) No employee shall be compelled to take tea (or other beverage), but where an employee has agreed to accept tea (or other beverage) provided by the employer, a deduction of not more than one half cent per cup may be made in accordance with clause 13 of this Agreement.

(g) Where no work is available to an employee on account of a breakdown of machinery, or other cause beyond the control of the management, the employer may make a pro rata deduction for any time lost in excess of two hours.

(h) With the written consent of his employee, deductions for contributions to the funds of the trade union in terms of clause 27 of the Agreement.

(5) Employers who supply their employees with goods of any kind whatsoever, shall not deduct the amounts owing thereon from the remuneration of such employees. Remuneration must at all times be paid in full except as is provided in sub-clause (4) hereof, and sub-clauses (1), (2) and (3) of clause 12 and no deduction shall be made in respect of goods that may have been accidentally spoilt during the manufacturing process.

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

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

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

6. TIME RECORDS.

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

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

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

(3) *Loonkoeferte*.—Alle lone moet aan werknemers oorhandig word in verskeide koeferte waarop die naam van die werknemer, sy fabrieksnommer en die naam van die werkgewer moet verskyn. Die koefert moet die getal ure aantoon wat deur die werknemer gewerk is, asook sy voorgeskrewe weeklikse loonskaal of skaal per uur, aftrekkings gedoen ingevolge subklousule (4) van hierdie klousule en subklousules (1), (2) en (3) van klousule 12 (d.w.s. korttyd), en die datum tot wanneer die loon of skale wat op die koefert aangetoon word, betaal word.

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

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, kan 'n eweredige aftrekking gedoen word vir tyd wat werklik verloor is wanneer 'n werknemer van die werk afwesig is en hy nie op versoek of op las van sy werkgewer afwesig is nie;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir spaar- en/of verlofondse: Met dien verstande dat die instelling of voortsetting van 'n spaar- en/of verlofondse onderworpe is aan die goedkeuring van die Nywerheidsraad, nadat die werkgewer toegestem het om sodanige gelde wat van sy werknemer se loon afgetrek is, in 'n trustfonds te stort wat onder toesig van die Nywerheidsraad staan; en vir kontant voorgeskiet op waarborg van lone;

(c) heffings ingevolge klousule 22 en siektebystandfondsbydraes ingevolge klousule 26 van hierdie Ooreenkoms;

(d) enige bedrag wat betaal word deur 'n werkgewer wat by wet, ordonnansie of geregtelike proses verplig is om betaling namens 'n werknemer te doen;

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

(f) geen werknemer mag verplig word om tee (of ander drank) te neem nie, maar waar 'n werknemer ingestem het om tee (of ander drank) wat deur die werkgewer verskaf word, aan te neem, mag 'n aftrekking van hoogstens ½ sent per koppie gedoen word ooreenkomstig klousule 13 van hierdie Ooreenkoms;

(g) waar daar weens 'n onklaarraking van masjinerie of weens enige ander oorsaak buite die beheer van die bestuur geen werk aan 'n werknemer beskikbaar is nie, mag 'n werkgewer 'n eweredige aftrekking doen vir enige tyd van meer as twee uur wat verlore gegaan het;

(h) met die skriftelike toestemming van sy werknemer, aftrekkings vir bydraes tot die fondse van die vakvereniging ingevolge klousule 27 van die Ooreenkoms.

(5) Werkgewers wat hul werknemers van goedere van watter aard ook al voorsien, mag nie die bedrae wat daarop verskuldig is, van die besoldiging van dié werknemers aftrek nie. Besoldiging moet te alle tye ten volle betaal word, uitgesonderd soos bepaal in subklousule (4) hiervan en subklousules (1), (2) en (3) van klousule 12, en geen aftrekking mag gedoen word ten opsigte van goedere wat per ongeluk gedurende die vervaardigingsproses beskadig mag word nie.

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

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

(8) Wanneer werk tot stilstand kom of onderbreek word in die hele of 'n gedeelte van 'n bedryfsinrigting weens skade veroorsaak deur 'n brand, storm of oorstroming, moet 'n werkgewer aan alle werknemers wat daardeur geraak word, lone tot en met 'n maksimum van twee weke betaal: Met dien verstande dat sodanige betaling alle betaling moet insluit ten opsigte van diensopsegging wat verskuldig mag wees ingevolge klousule 18 van hierdie Ooreenkoms; met dien verstande voorts dat waar werk in 'n gedeelte van of in die hele bedryfsinrigting hervat word binne twee weke vanaf die datum waarop werk aldus tot stilstand gekom het of onderbreek is, die verskuldigde betaling slegs moet wees ten opsigte van die werklike tyd wat deur die betrokke werknemers verloor is. Die bepalings van hierdie subklousule is ook van toepassing op 'n werknemer wat op die datum van sodanige brand, storm of oorstroming op proef in diens was ingevolge subklousule (8) van klousule 18 van hierdie Ooreenkoms.

6. TYDREGISTREERERS.

(1) Elke werkgewer moet tot tevreidenheid van die Raad 'n half-automatiese tyd klok of enige ander tydregistreerstelsel verskaf, en moet buite redelike twyfel die werklike tyd vasstel gedurende welke elke individuele werknemer in die bedryfsinrigting aanwesig was.

(2) Elke werknemer moet, tensy hy deur siekte of ander onvermydelike oorsaak verhinder is, dag vir dag die werklike tydperke van sy aanwesigheid in die bedryfsinrigting registreer.

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

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

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

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

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

- (i) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker;
- (ii) the Secretary of the Council must within 7 days of the introduction of any piece-work or other form of wages incentive be notified of the introduction thereof;
- (iii) a schedule of the piece-work rates and, in the case of any other form of wage incentive, a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed in situ by an Agent of the Council;
- (iv) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a work's committee of two (or such additional numbers as may be agreed to by the employer), and in the event of a work's committee being appointed, full details of the actual operation of the scheme shall be made available to the committee;
- (v) full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the records of the previous system must be retained for a period of one year after such change;
- (vi) no details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any), and in the event of any dispute arising, the matter shall be referred to the Council: Provided that this shall not apply to any changes effected during the trial period of 3 months after the coming into operation of the scheme.
Piece-work rates shall not be reduced without the consent of the Council;
- (vii) no wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the Industrial Council.

8. RATIO OF EMPLOYEES.

(1) *Male Knitters.*—An employer shall not employ an unqualified male knitter unless he has in his employ a qualified male knitter and for each qualified male knitter not more than three unqualified male knitters shall be employed.

(2) *Female Knitters.*—An employer shall not employ an unqualified female knitter unless he has in his employ a qualified female knitter and for each qualified female knitter not more than two unqualified female knitters shall be employed.

(3) *Knitter's Assistant.*—An employer shall not employ a knitter's assistant unless he has in his employ a qualified knitter (male or female).

(4) For the purpose of sub-clauses (1) and (2) of this clause, an unqualified knitter receiving not less than the wage of a qualified knitter shall be deemed to be a qualified knitter.

(5) For the purpose of sub-clauses (1) and (2) of this clause, an employer who is wholly or mainly engaged in the work of a knitter may be deemed to be a qualified knitter provided that an employer may not be so deemed in more than one establishment.

(6) *Female Employees (other than Knitters).*—An employer shall pay in respect of the female employees in his establishment for whom wages are prescribed in this Agreement (other than female knitters)—

- (i) Not less than 30 per cent of such employees a wage of R12.00 per week or more;
- (ii) not less than 25 per cent of such employees a wage of R9.12 per week or more; and
- (iii) not more than 45 per cent of such employees a wage lower than R9.12 per week.

(3) Elke werknemer moet persoonlik, ooreenkomstig die metode wat in die bedryfsinrigting in swang is, registreer, en geen werknemer mag vir enige ander werknemer in dié inrigting registreer nie.

(4) Alle tydkaarte, of ander soorte registers, moet ooreenkomstig die vereistes van artikel 57 (4) van die Wet op Nywerheidsversoeniging, 1956, vir 'n tydperk van drie jaar gehou word ná die datum van die registrering en moet op versoek beskikbaar wees vir insae deur die aangewese agent van die Raad.

7. LOONAANSPORING, STUKWERK EN TAAKWERK.

(1) Taakwerk is verbode en werknemers van wie vereis word om 'n gegewe aantal produksie-eenhede te lewer, moet ooreenkomstig 'n stukwerk- of aansporingstelsel, soos in hierdie klousule bepaal, te werk gestel word.

(2) Geen werkgewer mag werknemers op stukwerk of enige ander vorm van loonaansporing in diens hê nie, uitgesonderd op ondergenoemde voorwaardes:

- (i) Geen werknemer mag in 'n week minder betaal word as die minimum loon waarop hy ooreenkomstig klousule 4 van hierdie Ooreenkoms geregtig sou gewees het as hy suiwer as 'n tydwerker in diens was nie;
- (ii) die Sekretaris van die Raad moet binne 7 dae vanaf die invoering van enige stukwerk- of ander vorm van loonaansporingstelsel in kennis gestel word van die invoering daarvan;
- (iii) 'n lys van die stukwerkskale en, in die geval van enige ander vorm van loonaansporing, 'n staat wat duidelik uiteensit hoe bonusbetalings bereken sal word, moet onmiddellik vertoon en op 'n opvallende plek opgeplak gehou word wat maklik deur die werknemers bekombaar is en dié lys en/of staat moet op dié plek deur 'n agent van die Raad geteken word;
- (iv) die werknemers wat deur enige ander loonaansporingskema as gewone stukwerk geraak word, het die reg om 'n werkekomitee van twee te kies (of sodanige bykomende lede as dié waartoe die werkgewer toestem) en ingeval 'n werkekomitee aangestel word, moet volle besonderhede van die werklike werking van die skema aan die komitee beskikbaar gestel word;
- (v) volledige besonderhede van die loonaansporingskema wat die werksaamhede wat gedek word, aantoon, asook taakwaardes en toelatings gedoen by die berekening van taakwaardes, moet deur die werkgewer bygehou word en waar enige veranderings aangebring word, moet die aantekeninge van die vorige stelsel vir 'n tydperk van een jaar ná sodanige verandering bewaar word;
- (vi) geen besonderhede van die loonaansporingskema mag verander word met die doel om die verdienste van die betrokke werknemers sonder toestemming van die werkekomitee (as daar een is) te verminder nie, en ingeval daar 'n geskil ontstaan, moet die saak na die Raad verwys word: Met dien verstande dat dit nie van toepassing is op enige veranderings wat gedurende 'n proeftyd van drie maande ná die inwerkingtreding van die skema aangebring word nie.
Stukwerkskale mag nie sonder die toestemming van die Raad verminder word nie;
- (vii) geen loonaansporingskema mag vir 'n tydperk van langer as 'n maand ná 'n proeftyd van drie maande voortgesit word sonder dat 'n vergunningstifikaat eers van die Nywerheidsraad verkry is nie.

8. GETALSVERHOUDING.

(1) *Manlike Breiers.*—'n Werkgewer mag nie 'n ongekwalifiseerde manlike breier in diens hê nie tensy hy in sy diens 'n gekwalifiseerde manlike breier het, en vir elke gekwalifiseerde manlike breier mag daar hoogstens drie ongekwalifiseerde manlike breiers in diens wees.

(2) *Vroulike Breiers.*—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike breier in diens hê nie tensy hy in sy diens 'n gekwalifiseerde vroulike breier het, en vir elke gekwalifiseerde vroulike breier mag daar hoogstens twee ongekwalifiseerde vroulike breiers in diens wees.

(3) *Breiersassistent.*—'n Werkgewer mag nie 'n breiersassistent in diens hê nie, tensy hy 'n gekwalifiseerde breier (man of vrou) in sy diens het.

(4) Vir die toepassing van subklousules (1) en (2) van hierdie klousule moet 'n ongekwalifiseerde breier wat minstens die loon van 'n gekwalifiseerde breier ontvang, as 'n gekwalifiseerde breier geag word.

(5) Vir die toepassing van subklousules (1) en (2) van hierdie klousule, kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n breier doen, as 'n gekwalifiseerde breier geag word, met dien verstande dat 'n werkgewer nie aldus in meer as een bedryfsinrigting geag mag word nie.

(6) *Vroulike Werknemers (uitgesonderd Breiers).*—'n Werkgewer moet ten opsigte van die vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word (uitgesonderd vroulike breiers) die volgende betaal—

- (i) minstens 30 persent van sodanige werknemers, 'n loon van R12.00 per week of meer;
- (ii) minstens 25 persent van sodanige werknemers, 'n loon van R9.12 per week of meer; en
- (iii) hoogstens 45 persent van sodanige werknemers, 'n laer loon as R9.12 per week.

(7) In the event of the ratio of employees in terms of sub-clause (6) of this clause being defective in any establishment at any time, then the employer shall immediately engage other employees at the necessary prescribed wage or if such employees are not available—

- (a) raise permanently and in priority of experience, the prescribed wages of a sufficient number of his lower-paid employees to establish and maintain the ratio of employees required in terms of sub-clause (6) of this clause; and
- (b) alternatively, and as a temporary measure, raise the wages of a sufficient number of his lower-paid employees in priority of experience, who shall be retained at such higher wages for so long as he may find it necessary to establish and maintain his prescribed ratio of employees, and such temporary advancement must be explained to each employee concerned.

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

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

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

- (i) In the case of an employee other than a shift worker, a boiler attendant and a watchman or caretaker:
 - (a) 42½ hours, excluding meal times but including rest intervals, in any week Monday to Friday inclusive;
 - (b) 8½ hours on any day between the hours of 7.30 a.m. and 6 p.m.
- (ii) In the case of a shift worker:
 - (a) 42½ hours excluding mealtimes but including rest intervals, in any week from Sunday to Saturday, inclusive;
 - (b) 9 hours on any day where two shifts are employed daily and 8 hours on any day where three shifts are employed daily in any establishment.
- (iii) In the case of a boiler attendant:
 - (a) 46 hours excluding mealtimes but including rest intervals, in any week from Monday to Friday, inclusive;
 - (b) 9½ hours on any day.
- (iv) In the case of a watchman or caretaker:
 - (a) 72 hours in any week;
 - (b) 12 hours on any day.

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

(3) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable to—

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

during which such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work: Provided that this clause shall not apply to a traveller, a motor vehicle driver, and an employee engaged in delivering goods or messages outside the establishment of his employer; provided further that where three shifts are employed daily in any establishment, such rest intervals need not be granted to a shift worker provided he is supplied free of charge with one cup of tea as near as practicable to the middle of each shift, such tea to be taken while at his post.

(4) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work: Provided—

- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) that if such interval be longer than one hour, the period in excess of one hour shall be deemed to be hours of work;
- (iii) that where three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than fifteen minutes per shift during which intervals such employee shall not be required or permitted to perform any work.

(5) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers, and employees in receipt of R2,400 per annum or over: Provided that in the case of a watchman or caretaker he shall not be required or permitted to work for more than 6 days consecutively without being granted a day off duty on full pay; provided further that the employer may, in lieu of granting his watchman or caretaker any such day off, pay the employee concerned the wage which he would have received if he had worked on such day plus an amount of not less than his daily wage in respect of such day not granted. 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.

(7) Ingeval die getalsverhouding van werknemers ingevolge subklousule (6) van hierdie klousule te eniger tyd in enige bedryfsinrigting foutief raak, moet die werkgever onmiddellik ander werknemers teen die nodige voorgeskrewe loon in diens neem of indien sulke werknemers nie beskikbaar is nie—

- (a) permanent en met voorrang gebaseer op ondervinding, die voorgeskrewe lone van 'n voldoende aantal van sy laer besoldigde werknemers verhoog ten einde die getalsverhouding van werknemers soos vereis ingevolge subklousule (6) van hierdie klousule, vas te stel en in stand te hou; en
- (b) as alternatief, en as 'n tydelike maatregel, die lone van 'n voldoende aantal van sy laer besoldigde werknemers volgens voorrang gebaseer op ondervinding, verhoog, en dié werknemers moet teen sodanige hoër lone behou word solank hy dit nodig mag vind om sy voorgeskrewe getalsverhoudings van werknemers vas te stel en in stand te hou, en sodanige tydelike bevordering moet aan elke betrokke werknemer verduidelik word.

(8) Vir die toepassing van hierdie klousule word die volgende werknemers uitgesluit: Teemeisies, ketelbedieners, opsigters, versendingsverpakkers, assistent-versendingsverpakkers, handelsreisigers, handelsreisigers se motorvoertuigbestuurders, klerklike werknemers, bestuurders van voertuie, loopjongens, arbeiders, werktuigkundiges, bodes en wagte.

9. GEWONE WERKURE, RUSPOUSES EN ETENSPOUSES.

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as:

- (i) In die geval van 'n werknemer, uitgesonderd 'n skofwerker, 'n ketelbediener en 'n wag of opsigter—
 - (a) 42½ uur, uitgesonderd etenstye maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;
 - (b) 8½ uur op 'n dag tussen die ure 7.30 vm. en 6 nm.
- (ii) In die geval van 'n skofwerker—
 - (a) 42½ uur, uitgesonderd etenstye maar met inbegrip van ruspouses, in 'n week vanaf Sondag tot en met Saterdag;
 - (b) 9 uur op 'n dag waar twee skofte daaglik werk, en 8 uur op 'n dag waar drie skofte daaglik in 'n bedryfsinrigting gewerk word.
- (iii) In die geval van 'n ketelbediener—
 - (a) 46 uur, uitgesonderd etenstye, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;
 - (b) 9½ uur op 'n dag.
- (iv) In die geval van 'n wag of opsigter—
 - (a) 72 uur in 'n week;
 - (b) 12 uur op 'n dag.

(2) *Werkure moet opeenvolgend wees.*—Alle werkure op 'n dag moet, behalwe vir etenstye en ruspouses soos in hierdie klousule bepaal, opeenvolgend wees.

(3) *Ruspouses.*—'n Werkgever moet aan elk van sy werknemers 'n ruspouse van minstens 10 minute toestaan so naby moontlik aan—

- (a) die middel van elke oggendwerktydperk;
- (b) die middel van elke namiddagwerktydperk;

waarin daar nie van sodanige werknemer vereis en hy nie toegelaat mag word om enige werk te verrig nie, en dié pouse moet deel van die gewone werkure geag word: Met dien verstande dat hierdie klousule nie van toepassing is op 'n handelsreisiger, 'n motorvoertuigbestuurder, 'n werknemer wat goedere of boodskappe buitekant die bedryfsinrigting van sy werkgever aflewer nie; en voorts met dien verstande dat waar drie skofte daaglik in 'n bedryfsinrigting gewerk word, sulke ruspouses nie toegestaan hoef te word aan 'n skofwerker nie, mits hy gratis voorsien word van 'n koppie tee so naby as prakties moontlik aan die middel van elke skof, en dié tee genuttig word terwyl hy op sy pos is.

(4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en in dié pouse mag nie van dié werknemer vereis en mag hy nie toegelaat word om werk te verrig nie: Met dien verstande dat—

- (i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag moet word aaneen te loop;
- (ii) as sodanige pouse langer as een uur duur, die tydperk óór een uur geag moet word as ure gewerk;
- (iii) waar drie skofte daaglik in 'n bedryfsinrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute per skof toegestaan moet word en daar gedurende dié pouses nie van die werknemer vereis en hy nie toegelaat mag word om te werk nie.

(5) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule is nie van toepassing op handelsreisigers, handelsreisigers se motorvoertuigbestuurders en op werknemers wat R2,400,00 per jaar of meer ontvang nie: Met dien verstande dat in die geval van 'n wag of opsigter daar nie van hom vereis en hy nie toegelaat mag word om vir meer as 6 (ses) dae aaneen te werk sonder om 'n dag diensvry met volle besoldiging toegestaan te word nie; met dien verstande voorts dat die werkgever, in plaas van sy wag of opsigter so 'n dag diensvry toe te staan, die betrokke werknemer die loon kan betaal wat hy sou ontvang het indien hy op so 'n dag gewerk het, plus 'n bedrag minstens gelyk aan sy dagloon ten opsigte van so 'n dag wat nie toegestaan was nie. Die bepalinge van subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat diens doen op noodwerk of die opknapping en herstel van masjinerie wat nie gedurende die gereelde werkure gedoen kan word nie.

10. OVERTIME.

(1) *Overtime:*

- (i) *Employees other than shift workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (i) or before 7.30 a.m. and after 6 p.m. on Monday to Friday, shall be deemed to be overtime.
- (ii) *Shift Workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (ii) shall be deemed to be overtime.

(2) *Limitation of Overtime:*

- (i) *Male Employees.*—No employer shall require or permit a male employee to work more than 10 hours overtime in any week.
- (ii) *Female Employees.*—
- (a) *Daily, Weekly and Annual Limits.*—No employer shall require or permit a female employee to work before 6 a.m. or later than 6 p.m. on any day, nor shall he require or permit such employee to work overtime for more than—
- (aa) ten hours in any week;
- (bb) two hours on any day;
- (cc) three consecutive days;
- (dd) sixty days in any year.
- (b) *Notice of Working of Overtime to be given to Employees.*—No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer—
- (i) gives notice thereof to such employee before midday; or
- (ii) provides such employee with an adequate meal before she has to commence overtime; or
- (iii) pays such employee an allowance of 15 cents to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

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

(5) *Day of Rest.*—An employer shall grant to each of his shift workers one full day of rest in any week, provided that if an employer requires or permits such an employee to work on his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in clause 9 (1) (ii).

(6) Overtime shall apply to all employees in an establishment, except employees in receipt of R2,400 per annum or over, employees employed as travellers, and travellers' drivers.

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

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

- (a) if a time worker, not less than one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week;
- (b) if a piece-worker, not less than one and one-third times his piecework rates;
- (c) if a boiler attendant, one and one-third times his minimum weekly wage divided by 46 for each hour or part of an hour so worked.
- (d) if a watchman or caretaker, one and one-third times his minimum weekly wage divided by 72 for each hour or part of an hour so worked.

(2) *Saturday Work.*—No work shall be performed on any Saturday without the permission of the Council and any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with sub-clause (1): Provided that this shall not apply in the case of a shift worker.

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

- (a) pay the employee not less than double his daily wage; or
- (b) pay the employees not less than one and one-third times his ordinary hourly wage in respect of each hour worked on such Sunday and grant him within seven days of such Sunday, one work day, i.e. a day other than a Saturday or Sunday as a holiday, and pay him in respect thereof not less than his daily wage: Provided that for the purpose of this sub-clause, a piece-worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

10. OORTYD.

(1) *Oortyd:*

- (i) *Werknemers, uitgesonderd skofwerkers.*—Alle tyd gewerk bo en behalwe die gewone daaglikse of weeklikse werkure wat in klousule 9 (1) (i) voorgeskryf word of vóór 7.30 vm. en ná 6 nm. op Maandae tot Vrydae, is oortyd.
- (ii) *Skofwerkers.*—Alle tyd gewerk bo en behalwe die gewone daaglikse of weeklikse werkure wat in klousule 9 (1) (ii) voorgeskryf word, is oortyd.

(2) *Beperking van oortyd:*

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

(ii) *Vroulike werknemers:*

- (a) *Daaglikse, weeklikse en jaarlikse beperkings.*—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om vóór 6 vm. of ná 6 nm. op 'n dag te werk nie; ook mag hy nie van so 'n werknemer vereis of haar toelaat om langer oortyd te werk nie as—
- (aa) tien uur in 'n week;
- (bb) twee uur op 'n dag;
- (cc) drie opeenvolgende dae;
- (dd) 60 dae in 'n jaar.

(b) *Kennis van oortydwerk moet aan werknemers gegee word.*—Geen oortyd van meer as 'n uur op 'n dag mag van 'n werknemer vereis word nie en sy mag nie toegelaat word om dit te verrig nie, tensy die werkgewer—

- (i) vóór 12-uur die dag kennis daarvan aan dié werknemer gegee het; of
- (ii) dié werknemer van 'n voldoende ete voorsien het voordat sy met oortyd moet begin; of
- (iii) dié werknemer 'n toelae van 15 sent betaal het om haar in staat te stel om 'n ete te bekom voordat die oortyd moet begin.

(3) 'n Werknemer word geag in die diens van 'n werkgewer te wees, bo en behalwe enige tydperk waarin hy werklik werk—

- (a) gedurende enige tydperk waarin hy, ooreenkomstig die vereistes van sy werkgewer, aanwesig is op of in 'n perseel waarin die nywerheid uitgeoefen word;
- (b) gedurende enige tydperk waarin hy op of in sodanige persele aanwesig is; en
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die nywerheid gebruik word, hetsy dit gedryf word of nie:

Met dien verstande dat indien bewys word in watter gedeelte van enige sodanige tydperk in paragraaf (b) of (c) genoem, enige sodanige werknemer werklik in sy diens gewerk het, die veronderstelling vasgestel by hierdie subklousule nie van toepassing is ten opsigte van daardie werknemer met betrekking tot daardie tydperk nie.

(4) Oortyd hoop daaglik op en moet dag vir dag bereken word as tyd gewerk ná die voltooiing van die gewone daaglikse werkure van 'n bedryfsinrigting. Vir alle oortyd van korter duur as 15 minute, wat van 'n werknemer vereis mag word om te werk, moet betaal word as een kwart van elke uur oortyd.

(5) *Rusdag.*—'n Werkgewer moet aan elk van sy skofwerkers een volle rusdag in 'n week toestaan; met dien verstande dat as 'n werkgewer van 'n werknemer vereis of hom toelaat om op sy rusdag te werk, die ure aldus gewerk geag moet word nie deel van die gewone werkure te wees wat in klousule 9 (1) (ii) voorgeskryf word nie.

(6) Oortyd is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd werknemers wat R2,400.00 per jaar of meer ontvang, werknemers in diens as handelsreisigers, en handelsreisigers se motorvoertuigbestuurders.

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

(1) *Oortyd.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd deur hom gewerk, minstens die volgende betaal—

- (a) as hy 'n tydwerker is, minstens een en een derde maal sy gewone loon ten opsigte van die totale tydwerk aldus deur dié werknemer in 'n week gewerk;
- (b) as hy 'n stukwerker is, minstens een en een derde maal sy stukwerkskale;
- (c) as hy 'n ketelbediener is, een en een derde maal sy minimum weekloon gedeel deur 46 vir elke uur of deel van 'n uur aldus gewerk;
- (d) as hy 'n wag of opsigter is, een en een derde maal sy minimum weekloon gedeel deur 72 vir elke uur of deel van 'n uur aldus gewerk.

(2) *Werk op Saterdag.*—Geen werk mag sonder toestemming van die Raad op 'n Saterdag verrig word nie en alle tyd op 'n Saterdag gewerk, moet as oortyd geag en daarvoor ooreenkomstig subklousule (1) betaal word: Met dien verstande dat dit nie van toepassing is in die geval van 'n skofwerker nie.

(3) *Werk op Sondag.*—Geen werk mag sonder toestemming van die Raad op 'n Sondag verrig word nie en wanneer van 'n ander werknemer as 'n skofwerker vereis of hy toegelaat word om op 'n Sondag te werk, moet sy werkgewer of—

- (a) die werknemer minstens twee maal sy dagloon betaal; of
- (b) die werknemer minstens een en een derde maal sy gewone uurloon betaal ten opsigte van elke uur of sodanige Sondag gewerk en hom binne sewe dae van dié Sondag een werk-dag, d.w.s. 'n ander dag as 'n Saterdag of 'n Sondag, as 'n verlofdag toestaan, en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat vir die toepassing van hierdie subklousule 'n stukwerker minstens 'n bedrag betaal moet word gelyk aan dié waarop hy geregtig sou gewees het as hy as tydwerker in diens was.

(4) *Public Holidays.*

(a) *Public Holidays other than Van Riebeeck Day.*—An employee shall be entitled to leave on full pay in respect of the following Public Holidays, and where he is required or permitted to work on such holiday he shall be paid in addition to his normal wage in respect of such holiday wages at straight time in respect of the hours so worked: Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Settlers' Day and Kruger Day.

(b) *Van Riebeeck Day.*—Where an employee is instructed not to report for work on Van Riebeeck Day he shall be paid in respect of such day three hours pay at his normal rate of remuneration. Where, however, an employee is required or permitted to work on such day, he shall in addition to such three hours pay receive payment for time worked at the rate of time and a third calculated in accordance with sub-clause (1) of this clause.

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

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

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

(7) The provisions of sub-clause (3) shall *mutatis mutandis* apply to a shift worker who works on his day of rest.

(8) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers and to employees in receipt of over R2,400 per annum.

12. SHORT TIME.

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

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

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

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

13. PROVISION OF TEA AND OTHER BEVERAGES.

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

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

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

14. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

(2) *Females in Certain Occupations.*

(a) The employment of females as despatch packers and assistant despatch packers is expressly prohibited: Provided that this provision shall not apply to—
despatch packers and assistant despatch packers, employed as such prior to the date of coming into force of this Agreement.

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

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

(4) *Openbare Vakansiedae:*

(a) *Openbare vakansiedae, uitgesonderd Van Riebeeck-dag.*—'n Werknemer is geregtig op verlof met volle betaling ten opsigte van ondergenoemde openbare vakansiedae en waar van hom vereis of hy toegelaat word om op sodanige vakansiedag te werk, moet hy bo en behalwe sy gewone loon teen opsigte van sodanige vakansiedag 'n loon teen gewone skale betaal word ten opsigte van die ure aldus gewerk:

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

(b) *Van Riebeeck-dag.*—Waar 'n werknemer gelas word om hom nie vir werk op Van Riebeeck-dag aan te meld nie, moet hy ten opsigte van dié dag drie uur se loon teen sy gewone skaal van besoldiging betaal word.

Waar daar egter van 'n werknemer vereis of hy toegelaat word om op dié dag te werk, moet hy bo en behalwe dié drie uur se loon besoldiging ontvang vir tyd gewerk teen die skaal van een en een derde maal sy loon bereken ooreenkomstig subklousule (1) van hierdie klousule.

(5) Besoldiging betaalbaar ingevolge enigeen van die bepalinge van hierdie klousule moet aan die betrokke werknemer betaal word voor of op die betaaldag wat eerste volg op die tydperk ten opsigte waarvan sodanige besoldiging betaalbaar word.

(6) *Paasnaweek.*—Geen werk moet ná 1 nm. op die dag onmiddellik vóór Goeie Vrydag verrig word nie en die werknemers moet die namiddag vry gegee word as 'n vakansiehalfdag met besoldiging.

Die werknemer moet vir so 'n namiddag volle betaling ontvang ten opsigte van die ure wat normaalweg op Donderdagnamiddae gewerk word. Waar werk op sodanige vakansiehalfdae met besoldiging verrig word, moet die werknemers bo en behalwe die betaling vir sodanige vakansiehalfdag, betaling teen oortydskale ontvang vir tyd ná 1 nm. gewerk.

(7) Die bepalinge van subklousule (3) is *mutatis mutandis* van toepassing op 'n skofwerker wat op sy rusdag werk.

(8) *Voorbehoudsbepalinge.*—Die bepalinge van hierdie klousule is nie van toepassing op handelsreisigers, handelsreisigers se motorvoertuigbestuurders en werknemers wat meer as R2,400.00 per jaar ontvang nie.

12. KORTTYD.

(1) Vóór die dag waarop en vanaf wanneer hy voornemens is om korttyd te werk, moet 'n werkgever alle betrokke werknemers in kennis stel deur 'n kennisgewing of kennisgewings op 'n opvallende plek wat goed bekend is en maklik vir die werknemers bekombaar is, in enige seksie of afdeling van die betrokke bedryfsinrigting op te plak.

(2) Elke werknemer wat nie ingevolge subklousule (1) hiervan kennis gegee is nie is, wanneer hy hom by die bedryfsinrigting aanmeld, daarop geregtig om vir 'n volle werkdag te werk gestel te word, of om volle loon in plaas daarvan betaal te word.

(3) (a) 'n Werknemer wat kennis gegee is om hom weens korttyd nie op 'n dag aan te meld nie, moet ten opsigte van elke sodanige dag minstens drie uur se loon teen sy gewone loonskaal betaal word.

(b) 'n Werknemer wat, hetsy op tyd- of stukwerk, hom op 'n dag by die bedryfsinrigting aanmeld op las van die werkgever of sy verteenwoordiger, is geregtig om te werk gestel te word vir minstens vier uur op so 'n dag of om vier uur se loon te ontvang teen sy gewone loonskaal ingevolge klousule 4 (1).

13. VERSKAFFING VAN TEE EN ANDER DRANKE.

(1) Waar tee (of ander drank) deur die werkgever verskaf word, kan 'n aftrekking van hoogstens 'n ½ sent per koppie gedoen word van die loon van die werknemer wat die tee (of dergelike drank) ontvang: Met dien verstande dat geen werknemer verplig mag word om tee (of ander drank) te neem nie en dat die aftrekking slegs toelaatbaar is waar die werknemer ingestem het om die tee (of ander drank) te neem.

Verwysings na „tee" in hierdie subklousule sluit die verskaffing van melk en suiker in om met dié tee (of ander drank) te meng.

(2) Waar tee of ander drank nie verskaf word nie, moet die werkgever op eie koste 'n voldoende voorraad kookwater en die nodige gerei om tee te maak, verskaf en dit onmiddellik vir sy werknemers beskikbaar hê by die aanvang van elke ruspouse, asook op die middagete.

14. INDIENSNEMING VAN SEKERE PERSONE VERBODE.

(1) *Personen onder die ouderdom van vyftien jaar.*—Geen werkgever mag iemand onder die ouderdom van 15 jaar in diens hê nie.

(2) *Vroue in sekere beroepe:*

(a) Die indiensneming van vroue as versendingsverpakkers en assistent-versendingsverpakkers is uitdruklik verbode: Met dien verstande dat hierdie bepalinge nie van toepassing is nie op—

Versendingsverpakkers en assistent-versendingsverpakkers, wat op die datum vóór die inwerkingtreding van hierdie Ooreenkoms as sodanig in diens was.

(b) Van 'n vrou mag nie vereis word en sy mag nie toegelaat word om 'n strykster te gebruik wat swaarder as nege pond weeg nie.

(3) *Nie-lede van Vakvereniging.*—Geen lid van die werkgevers-organisatie mag vir 'n langer tyd as een maand werk gee aan enige werknemer wat nie lid is nie van die vakvereniging wat vir die kleriasienywerheid geregistreer is vir die landdrosdistrikte waarin hierdie Ooreenkoms van krag is: Met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is nie op:

- (a) Clerical employees; or
- (b) any employee to whom, in the opinion of the Council, membership of the union has been refused without good and sufficient cause and the applicant has applied to the Council within thirty days of such refusal for exemption from the operation of this section;
- (c) any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union;
- (d) an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

15. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS.

(1) Annual Leave:

- (i) Every employee who, on the latest day on which he can commence his leave, shall have completed at least one year's continuous service with his employer shall, between the 15th December of each year and the 14th January of the following year, be granted at least three consecutive weeks' annual leave made up as follows:
 - (a) 12 ordinary working days at full wage;
 - (b) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with clause 11 (4) of this Agreement;
 - (c) when the Day of the Covenant falls within the period of annual leave it shall, in accordance with clause 11 (4) of this Agreement, also be observed as a paid public holiday thus extending the annual leave period by one day.
- (ii) Any employee who, on the 15th December of any year, has not completed 12 months' continuous service with his employer and whose employment has not been terminated shall be paid—
 - (a) for each completed month of service in that year an amount equal to one day's pay plus—
 - (b) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period—Day of the Covenant, Christmas Day, Boxing Day and New Year's Day—an amount equal to one day's pay in respect of each such holiday.
- (iii) Upon termination of employment an employee shall receive payment in lieu of leave calculated as follows:

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

(2) Paid Public Holidays:

- (i) In addition to the paid public holidays normally falling within the period of annual leave, i.e. Christmas Day, Boxing Day and New Year's Day, each employee shall be entitled to and be granted leave on full pay on the Day of the Covenant, Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day and Kruger Day.
- (ii) Where an employee's service terminates immediately before any of the paid public holidays mentioned in sub-clause (2) (i), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:

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

 - (a) where the service of an employee is terminated by his employer, for reasons other than dismissal without notice for any good cause recognized by law as sufficient as referred to in paragraph (a) of sub-clause (1) of clause 18, at any time during December of any year such employee shall be paid one day's pay in respect of each of the public holidays referred to in paragraph (i) of sub-clause (1) of this clause which falls after the date of termination of service;
 - (b) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in sub-clause (1) (i) of this clause unless such paid public holidays fall within an extended period calculated in the manner set out herein.
- (iii) Whenever an employee works on Good Friday, Easter Monday, Republic Day, Ascension Day, Family Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer, shall pay him not less than his ordinary hourly wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

- (a) klerklike werknemers; of
- (b) enige werknemer aan wie, na die mening van die Raad, lidmaatskap van die vakvereniging sonder goeie en voldoende rede geweier is en wat binne 30 dae van sodanige weiering by die Raad aansoek gedoen het om vrystelling van die werking van hierdie klousule;
- (c) enige werknemer wat, na die mening van die Minister, goeie rede het om beswaar te maak om lid van die vakvereniging te word of te bly;
- (d) 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande nadat hy in die nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, van die hand gewys het, die bepalings van hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN BETAALDE OPENBARE VAKANSIEDAE.

(1) Jaarlikse verlof:

- (i) Elke werknemer wat, op die laaste dag waarop sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgever voltooi het, moet tussen 15 Desember van elke jaar en 14 Januarie van die volgende jaar, minstens drie opeenvolgende weke jaarlikse verlof toegestaan word wat uit die volgende bestaan:
 - (a) 12 gewone werkdade teen volle besoldiging;
 - (b) Kersdag, Tweede Kersdag en Nuwejaarsdag as betaalde openbare vakansiedae ooreenkomstig klousule 11 (4) van hierdie Ooreenkoms;
 - (c) wanneer Gelofte dag binne die tydperk van jaarlikse verlof val, moet dit ooreenkomstig klousule 11 (4) van hierdie Ooreenkoms ook as 'n betaalde openbare vakansiedag nagekom word, wat die tydperk van jaarlikse verlof dus met een dag verleng.
- (ii) Elke werknemer wat op 15 Desember van enige jaar nie 12 maande ononderbroke diens by sy werkgever voltooi het en wie se diens nie beëindig is nie, moet die volgende betaal word:
 - (a) vir elke voltooide maand diens in daardie jaar 'n bedrag gelyk aan een dag se loon plus—
 - (b) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse vakansietydperk gesluit is—Gelofte dag, Kersdag, Tweede Kersdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se loon ten opsigte van elke sodanige vakansiedag.
- (iii) By diensbeëindiging moet 'n werknemer besoldiging in plaas van verlof ontvang wat soos volg bereken word:

Een dag se loon ten opsigte van elke voltooide maand diens bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, na gelang van watter die kortste tydperk is.

(2) Betaalde Openbare Vakansiedae:

- (i) Benewens die betaalde openbare vakansiedae wat gewoonlik binne die tydperk van jaarlikse verlof val, naamlik Kersdag, Tweede Kersdag en Nuwejaarsdag, is elke werknemer geregtig op en moet verlof met volle besoldiging aan hom toegestaan word op Gelofte dag, Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartdag, Gesinsdag, Setlaarsdag en Krugerdag.
- (ii) Waar 'n werknemer se diens beëindig word onmiddellik vóór enigeen van die betaalde openbare vakansiedae wat in subklousule (2) (i) genoem word, is hy geregtig op besoldiging vir sodanige openbare vakansiedae mits hulle binne 'n verlengde tydperk val wat soos volg bereken word:

Een werkdag ten opsigte van elke voltooide maand diens (bereken vanaf die dag waarop die werknemer laas op verlof geregtig geword het of vanaf die datum van indiensneming, na gelang van watter die kortste tydperk is) moet gevoeg word by die datum waarop die werknemer se diens eindig en indien enige betaalde openbare vakansiedag binne sodanige bygevoegde tydperk val, moet daarvoor betaal word; en voorts met dien verstande—

 - (a) dat waar die diens van 'n werknemer op enige tydstop gedurende Desember van enige jaar deur sy werkgever beëindig word om ander redes, as ontslag sonder kennisgewing om enige goeie rede wat regtens as voldoende erken word, soos in paragraaf (a) van subklousule (1) van klousule 18 vermeld, sodanige werknemer een dag se loon betaal moet word ten opsigte van elk van die openbare vakansiedae genoem in paragraaf (i) van subklousule (1) van hierdie klousule wat ná die datum van diensbeëindiging val;
 - (b) dat waar 'n werknemer sy werkgever in kennis stel dat hy voornemens is om sy diens te eniger tyd gedurende Desember in enige jaar te beëindig, dié werknemer nie geregtig is op betaling ten opsigte van die betaalde openbare vakansiedae in subklousule (1) (i) van hierdie klousule genoem nie, tensy dié betaalde openbare vakansiedae binne 'n verlengde tydperk val wat bereken is op die wyse hierin uiteengesit.

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

- (iv) In the event of a paid holiday falling upon a Sunday it shall be observed the day following.
- (v) In the event of any of the paid holidays referred to in sub-clauses (1) and (2) of this clause falling on a Saturday, an employer shall pay his employee who does not work on such day five and one-half hours' wage in addition to the remuneration which is due to him for time worked from the Monday to the Friday, immediately preceding such Saturday.
- (vi) Whenever an employee works upon a paid holiday falling upon a Saturday, payment for any such day shall be in terms of sub-clause (2) (v), plus, in addition, one and one-third times his hourly rate of wage for each hour worked on such Saturday.

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

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

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

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

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

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

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

(9) Any period during which an employee—

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

shall be deemed to be employment for the purpose of sub-clauses

(i) 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).

(iv) Ingeval 'n betaalde openbare vakansiedag op 'n Sondag val, moet dit die volgende dag nagekom word.

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

(vi) Wanneer 'n werknemer werk op 'n betaalde openbare vakansiedag wat op 'n Saterdag val, moet betaling vir enige sodanige dag ooreenkomstig subklousule (2) (v) geskied, plus, daarbenewens, een en 'n derde maal sy uurloon vir elke uur op sodanige Saterdag gewerk.

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

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

- (a) die datum waarop die werknemer in sy werkgewer se diens gekom het; of
- (b) die datum waarop 'n werknemer wat ooreenkomstig die vorige Ooreenkoms verlof met volle betaling toegestaan is, op sodanige verlof ooreenkomstig sodanige Ooreenkoms geregtig geword het, na gelang van watter die jongste datum is.

(5) 'n Werkgewer mag nie korttyd aftrek wanneer hy die tydperk van diens bereken wat 'n werknemer vir jaarlikse verlof ooreenkomstig subklousule (1) van hierdie klousule laat kwalifiseer nie.

(6) Waar 'n werknemer van die werk weggegly het (om enige ander rede as dié genoem in subklousule (9) om 'n rede wat vir die werkgewer bevredigend is) moet sodanige tydperk van afwesigheid nie as diens ingevolge subklousule (1) van hierdie klousule geag word nie.

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

(8) *Verlof en diensopsegging mag nie saamval nie.*—Behalwe in die geval van maandeliks besoldigde werknemers gedurende die maande Desember en Januarie, moet die tydperk van jaarlikse verlof van 'n werknemer nie saamval met enige tydperk waarin 'n werknemer onder diensopsegging staan of daar van hom vereis word om militêre opleiding te ondergaan nie.

(9) Enige tydperk waarin 'n werknemer:

- (a) met verlof ingevolge subklousule (1) is; of
- (b) afwesig is vir militêre opleiding van hoogstens vier maande, wat in daardie jaar ondergaan word;
- (c) van die werk afwesig is op las of op versoek van die werkgewer; of
- (d) van die werk afwesig is weens siekte, of omrede die feit dat geen vrou in 'n bedryfsinrigting mag werk en geen werkgewer van 'n vrou mag vereis of haar mag toelaat om in sy bedryfsinrigting te werk gedurende die tydperk wat vier weke vóór die verwagte datum van haar bevalling begin en agt weke ná geboorte eindig nie; indien die kind doodgebore word of sterf vóór die verstryking van agt weke ná die geboorte, hou die bepalings van hierdie subklousule op om van toepassing te wees vanaf 'n datum wat deur die Nywerheidsraad vasgestel moet word;

moet vir die toepassing van subklousules (1) en (2) as diens geag word: Met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van meer as drie opeenvolgende dae, as die werknemer, wat nie 'n werknemer is in subparagraaf (ii) genoem nie, versuim om, na 'n versoek om sodanige sertifikaat deur die werkgewer, aan die werkgewer 'n sertifikaat deur 'n mediese praktisyen voor te lê dat hy deur siekte verhinder was om sy werk te verrig, of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae is;

- (ii) van 'n werknemer van wie se werkgewer ingevolge enige wet van die Parlement vereis word om voorsiening te maak vir die sorg en behandeling van sodanige werknemer wanneer hy siek of beseer is, nie vereis mag word dat hy 'n sertifikaat van 'n mediese praktisyen moet voorlê ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem nie.

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

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) *Procedure where Employee Leaves Employment due to Confinement and on Re-employment Thereafter.*—Where an em-

(10) *Kennis van jaarlikse verloftydperk moet vooruit gegee word.*—Minstens één kalendermaand kennis van die werklake datum waarop die jaarlikse verloftydperk aan die einde van die jaar begin, moet deur die werkgewer gegee word deur 'n toepaslike kennisgewing in die fabriek op 'n opvallende plek wat maklik deur sy werknemers bekombaar is, op te plak.

16. INDIENSNEMINGS, OORPLASINGS EN DIENSBEÏNDIGING.

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

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

Geen werkgewer moet enige werknemer in diens neem wat ingevolge hierdie Ooreenkoms geregtig is op besit van 'n siekte-fondsboek nie, tensy dié werknemer aan die werkgewer sodanige lidmaatskapboek voorgelê het wat deur die Siektefonds van die Cape Clothing Industry uitgereik is as bewys van lidmaatskap van daardie fonds deur die werknemer.

Die werkgewer moet onmiddellik by indiensneming van sodanige werknemer in die ruimte wat in die boek verskaf word, die naam van die fabriek en die datum van indiensneming inskryf, en daarna die boek onmiddellik aan die werknemer teruggee.

By beëindiging van sodanige werknemer se diens moet die werknemer op die datum waarop die beëindiging plaasvind, aan die werkgewer die genoemde lidmaatskapboek wat deur die siekte-fonds uitgereik is, voorlê, en die werkgewer moet in die ruimte wat verskaf is, die datum van diensbeëindiging inskryf en die datum in die verskafte ruimte parafeer.

As die dienskaart toon dat die werknemer ná haar bevalling weer in die nywerheid begin werk, moet die werkgewer nie die werknemer toelaat om te begin werk totdat 'n „sertifikaat na geboorte” ingevolge subklousule (8) van hierdie klousule ingedien is nie.

(2) *Dienskaart moet aan werknemer by diensbeëindiging terug-gegee word.*—By beëindiging van die diens van 'n werknemer moet die werkgewer onmiddellik die oorblywende besonderhede op die werknemer se dienskaart invul, d.w.s. datum van vertrek, loon op datum van vertrek, en duur van diens. Die ingevulde kaart moet daarna geparafeer en aan die werknemer by diensbeëindiging oorhandig word. As die werknemer weens bevalling ophou om te werk, moet dit op die kaart aangeteken word deur die woorde „weens bevalling” te skryf op die streep onder dié waarop die datum van diensbeëindiging aangeteken is.

(3) *Handelwyse wanneer werknemer nie 'n dienskaart voorlê nie.*—Die werkgewer moet onmiddellik by indiensneming 'n aan-soek in die vorm van Aanhangsel B van hierdie Ooreenkoms deur die voornemende werknemer laat invul en dit aanheg aan die weeklikse opgawe van indiensnemings in subklousule (4) hieronder vermeld. Waar die voornemende werknemer nie voorheen in die klerasiennywerheid in diens was nie, moet die werkgewer die applikant of nie in diens neem totdat 'n doktersertifikaat ooreenkomstig subklousule (7) hieronder voorgelê is nie, of, as hy die applikant sonder so 'n sertifikaat in diens neem, moet hy die diens van die werknemer nie langer as vier weke behou nie tensy, gedurende daardie tydperk, 'n doktersertifikaat ooreenkomstig subklousule (7) voorgelê is.

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

(5) *Oorplasinge moet aangemeld word.*—Elke werkgewer moet binne vyf dae na die einde van elke kalendermaand die Raad in kennis stel van alle oorplasinge in beroepe van sy werknemers in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. Ingeval daar geen oorplasinge plaasgevind het nie, moet 'n „NIL”-opgawe voorgelê word.

Die werkgewer moet insgelyks oorplasinge op die onderskeie kaarte van elke betrokke werknemer aanteken.

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

(7) *Verpligte X-straalondersoek van nuwelinge in die Nywerheid.*—Niemand wat nie voorheen in die nywerheid in diens was nie, of wat voorheen ondervinding ooreenkomstig hierdie ooreenkoms gehad het, maar een jaar of meer nie in die nywerheid in diens was, sedert die datum waarop sodanige persoon laas in die nywerheid in diens was, mag deur 'n werkgewer in diens geneem word na die datum van inwerkingtreding van hierdie Ooreenkoms nie, tensy 'n doktersertifikaat van geskiktheid vir diens verkry is van die tuberkuloseklyniek van die Kaapstadse Munisipaliteit of onmiddellik vóór indiensneming of binne vier (4) weke vanaf die datum van indiensneming. Die doktersertifikaat moet in die vorm wees wat in Aanhangsel F van hierdie Ooreenkoms voorgeskryf is en moet aan die sekretaris van die siektefonds gestuur word ingeval die werknemer deur die werkgewer in diens geneem word.

(8) *Prosedure waar werknemer diens verlaat weens bevalling en by herindiensneming daarna.*—Waar 'n werknemer se diens

ployee's services are terminated due to confinement this fact must be recorded on her Blue Service Card as provided for in sub-clause (2) above.

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

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

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

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

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

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

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

17. RECORD CARDS, ACT AND AGREEMENT.

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

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

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

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

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

18. TERMINATION OF EMPLOYMENT.

(1) *Period of Notice.*—Subject to—

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

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

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

In the above regard absence from work without prior permission for a period of six consecutive calendar days shall constitute a termination of contract of service unless within such six days

weens bevaling beëindig word, moet hierdie feit op haar blou dienskaart aangeteken word, soos in subklousule (2) hierbo bepaal.

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

Voor of op die datum waarop die werknemer se diens beëindig word of sy ophou werk, na gelang van die geval, moet die werkgever die werknemer voorsien van 'n oningevulde „sertifikaat insake ondersoek ná geboorte” en nog dieselfde werkgever nog enige nuwe werkgever mag die werknemer toelaat om weer te begin werk of opnuut te begin werk nie, tensy die werknemer 'n behoorlik ingevulde „sertifikaat insake ondersoek ná geboorte” van geskiktheid vir diens voorlê.

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

Voorrade van oningevulde „sertifikaat vir ondersoek ná geboorte” kan van die sekretaris van die fonds verkry word.

(9) *Bewys van ouderdom moet by indiensneming voorgelê word.*—'n Werknemer moet vereis dat 'n werknemer wat nie voorheen in die Nywerheid in diens was nie binne veertien dae na die datum waarop hy diens aanvaar het, dokumentêre bewys van sy ouderdom moet lewer in die vorm van 'n geboorte-, doop- of inentingsertifikaat (of sodanige ander dokumentêre bewys wat deur die Raad erken word), en indien die werknemer versuim om sodanige bewys van ouderdom te lewer, moet die werkgever namens sy werknemer by die owerhede aansoek doen om die nodige dokumentêre bewys.

In hierdie verband is die werknemer daartoe geregtig om 'n bedrag van 25 sent van sy werknemer se besoldiging af te trek om die koste van so 'n aansoek te dek.

By ontvangs van dokumentêre bewys van die werknemer se ouderdom moet die werkgever dit aan die Sekretaris van die Raad voorlê.

17. VERSLAGKAARTE, WET EN OOREENKOMS.

(1) *Verslagkarte.*—Elke werkgever moet 'n verslagkaart ten opsigte van elk van sy werknemers byhou waarop ondergenoemde besonderhede voorkom:

- (a) Fabrieksnummer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Beroep.
- (g) Begindatum.
- (h) Vorige ondervinding.
- (i) Nummer van dienssertifikaat of dienskaart.
- (j) Beginloon.
- (k) Verhogingsdatums.
- (l) Voorsorgfondsgroep.
- (m) Datum van aansluiting by Voorsorgfonds.
- (n) Datum waarop Raad verwittig is van eerste aftrekking vir Voorsorgfonds.
- (o) Naam en adres van Voorsorgfondsbenoemde.
- (p) Datum waarop benoemingsvorm aan Raad gestuur is.

(2) *Vertoning van Ooreenkoms.*—Elke werkgever moet in sy bedryfsinrigting op 'n opvallende plek wat maklik deur sy werknemers bekombaar is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike landstale in die vorm voorgeskryf in die regulasie ingevolge die Wet, opklak en opgeklak hou.

(3) *Toepassing van Ooreenkoms.*—Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms, en kan vir die leiding van werkgevers en werknemers meningsuitings uitreik wat nie in stryd met die bepalings daarvan is nie.

(4) *Vertoning van Wet op Fabriek en Regulasies.*—Ooreenkomsstig die vereistes van die Wet op Fabriek, is dit noodsaaklik dat elke werkgever in sy bedryfsinrigting 'n kopie van die Wet en die regulasies daarkragtens gemaak, op 'n opvallende plek wat goed bekend is en wat maklik bekombaar is deur werknemers wat in sy bedryfsinrigting werk, opklak en opgeklak hou.

18. DIENSBEËINDIGING.

(1) *Opseggingstermyn.*—Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder opsegging om enige regsgeldige rede te beëindig;
 - (b) die bepalings van enige skriftelike ooreenkoms tussen die werkgever en sy werknemers waarin voorsiening gemaak word vir 'n opseggingstermyn van gelyke duur aan albei kante en vir langer as een week of een maand, na gelang van die geval; en
 - (c) die bepalings van subklousule (8) van hierdie klousule;
- moet 'n werkgever en sy werknemer, in die geval van 'n weekliks besoldigde werknemer, minstens een week kennis, en in die geval van 'n maandeliks besoldigde werknemer, minstens een maand kennis van sy voorneme om die dienskontrak te beëindig.

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

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

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

Met betrekking tot bostaande beteken afwesigheid van werk, sonder dat verlof vooraf verkry is, vir 'n tydperk van ses opeen-

the employee has furnished to his employer a medical certificate certifying his inability to perform his usual work, in which case the employer must, within three days of receipt of such certificate advise the employee that he will keep his employment open until the employee is able to work or tender to such employee written notice of termination of service. Any employer who fails to keep the employee's employment open or to tender notice within such three days shall be required to pay the employee in lieu of such notice.

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

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

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

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

(5) *Date of Operation of Notice:*

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

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

(6) For the purpose of this clause, a week's notice shall mean a working week of 46 hours in the case of boiler attendants, 72 hours in the case of watchmen or caretakers and 42½ hours in the case of all other employees, or a full week's pay in lieu thereof, and the same proviso shall apply to the period of notice prescribed or mutually agreed upon in terms of sub-clause (3).

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

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

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

(8) *Trial Periods:*

(a) *Weekly Employees.*—The provisions of this clause shall not apply in respect of the first week after commencing employment. Such week shall be deemed to be a period of trial during which the employment may be terminated by the employer or the employee at 4 hours' notice.

(b) *Monthly Employees.*—The provisions of this clause shall not apply during the first four 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.

19. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the condition subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

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

volgende kalenderdae, beëindiging van die dienskontrak, tensy di werknemer binne sodanige ses dae die werkgewer voorsien het van 'n doktersertifikaat wat sy onvermoë om sy gewone werk te verrig bevestig, en in dié geval moet die werkgewer binne drie dae n ontvangs van sodanige sertifikaat die werknemer in kennis stel da hy sy betrekking vakant sal hou totdat die werknemer in staat i om te werk of aan sodanige werknemer skriftelik kennis gee va beëindiging van diens. Van enige werkgewer wat versuim om di werknemer se betrekking vakant te hou of om kennis van diens beëindiging binne sodanige drie dae te gee, word vereis dat hy di werknemer, in plaas van sodanige kennisgewing, moet betaal.

Vir die toepassing van hierdie subklousule begin die tydperk van afwesigheid van sy werk in die geval van 'n werknemer wa op 'n Vrydag werk, vanaf die eersvolgende Maandag, d.w.s. di tussenkommende Saterdag en Sondag moet buite rekening gela word by die berekening van die tydperk van afwesigheid van se opeenvolgende kalenderdae.

(3) Indien enige geld wat 'n werkgewer aan 'n werknemer b wyse van lone skuld, onvoldoende is om die volle bedrag te betaa van die verbeuring genoem in subklousule (2) van hierdie klousule is die werkgewer, ondanks andersluidende bepalings in hierdi Ooreenkoms, daarop geregtig om sodanige bedrag van ander voor dele (as daar is) wat vir sodanige werknemer ten tyde van di beëindiging van sy dienskontrak aan die ophoop was, agterwe te hou.

Vir die toepassing van hierdie subklousule moet enige betalin wat aan 'n werknemer ingevolge subklousules (1), (2) en (3) va klousule 15 van hierdie Ooreenkoms verskuldig mag wees, oo beskou word as 'n voordeel wat aan die ophoop is.

(4) Wanneer 'n ooreenkoms ingevolge subklousule (1) van hier die klousule aangaan word, moet die betaling of verbeuring i plaas van diensopsegging eweredig wees aan die tydperk van diens opsegging waarvoor ooreengekom is.

(5) *Datum van inwerkingtreding van diensopsegging:*

(i) *Weekliks besoldigde werknemers.*—Kennis van diensopsegging moet gegee word voor of op en moet van krag wor vanaf die dag waarop die werkweek van die bedryfsinrigting eindig, ondanks die feit dat sodanige dag nie die gereede betaaldag van die bedryfsinrigting mag wees nie.

(ii) *Maandeliks besoldigde werknemers.*—Kennis van diensopsegging moet gegee word op enige tyd vóór die gewon sluitingstyd van die bedryfsinrigting op die laaste werkda van die kalendermaand en tree in werking met ingang va die eerste dag van die daaropvolgende maand.

(6) Vir die toepassing van hierdie klousule beteken 'n wee diensopsegging 'n werkweek van 46 uur in die geval van 'n ketelbediener, 72 uur in die geval van 'n wag of opsiger, en 42 uur in die geval van alle ander werknemers, of 'n volle week s loon in plaas daarvan, en dieselfde voorbehoudsbepaling is va toepassing op die diensopseggingstermyn voorgeskryf, of waaroc onderling ooreengekom is, ingevolge subklousule (3).

(7) Waar korttyd in 'n bedryfsinrigting gewerk word, moe kennis van diensopsegging ingevolge (a) of (b) hiervan gegee wor

(a) 'n Werknemer mag sy dienskontrak beëindig deur aan s werkgewer kennis van diensopsegging te gee gelyk aan di getal dae wat in die week vóór die opseggingsweek gewer is; en

(b) 'n werkgewer wat korttyd werk, moet insgelyks diensopsegging aan 'n werknemer gee om sy dienskontrak te beëindig

(8) *Proeftydperke:*

(a) *Weeklikse werknemers.*—Die bepalings van hierdie klousule is nie van toepassing ten opsigte van die eerste wee nadat met diens begin is nie. Sodanige week moet gea word 'n proeftydperk te wees waarin die diens deur di werkgewer of die werknemer beëindig kan word deur vie ur kennis van diensopsegging te gee.

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

19. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousule (2) van hierdi klousule kan die Raad om enige regsgeldige rede vrystelling va enigeen van die bepalings van hierdie Ooreenkoms aan of te opsigte van enige persoon verleen.

(2) Die Raad moet ten opsigte van enigiemand aan wie ' vrystellingsertifikaat toegestaan word, die voorwaardes vasst waarop dié vrystelling verleen word en die termyn waarvoor di vrystelling van krag bly: Met dien verstande dat die Raad n goeiddunke, nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan herroep, of die ty perk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vry stelling verleen word, 'n sertifikaat deur hom onderteken, uitrei waarin vermeld word:

(a) die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling ve leen word;

(c) die voorwaardes waarop die vrystelling verleen word; e

(d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet 'n kopie van elke ui gereikte sertifikaat bewaar en waar vrystelling aan 'n werknem verleen word, 'n kopie van die sertifikaat aan die betrokke werl gewer stuur.

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

20. SEATING ACCOMMODATION.

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

21. TOOLS AND MATERIALS.

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

22. EXPENSES OF THE COUNCIL.

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

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

23. TRADE UNIONS REPRESENTATIVES ON THE COUNCIL.

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

24. AGENTS.

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

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

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

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

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

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

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

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

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

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

(5) 'n Werknemer wat diens doen kragtens vrystelling van een of meer van die bepalings van klousule 4 (1), word vir die doel van getalsverhouding van werknemers wat in klousule 8 van hierdie Ooreenkoms bepaal word, as 'n „leerling"-werknemer geag.

20. SITPLEKKE.

Sitplekke met geskikte rugleunings, deur die Raad goedgekeur, moet vir alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL.

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

22. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever weekliks van die verdienste van elkeen van sy werknemers, vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, twee sent aftrek. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks en uiterlik op die 7de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgever moet vir elke week van elke kalendermaand op die vorm deur die Raad in die vorm van Aanhangsel G van hierdie Ooreenkoms verskaf, 'n opgawe by die Raad indien van die getal werknemers by hom in diens.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Elke werkgever moet aan elk van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

24. AGENTE.

(1) Die Raad moet een of meer aangewese persone aanstel as sy agent of agente om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—

- Enige perseel of plek waar die Klerasiennywerheid uitgeoefen word, te betree, te inspekteer en te ondersoek, te eniger tyd wanneer hy rede het om te glo dat 'n persoon daarin in diens is;
- elke werkgever of werknemer wat hy in of by die perseel of plek aantref, na goeddunke, hetsy alleen, of in teenwoordigheid van ander persone, mondelings te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en hulle moet die vrae wat deur genoemde agent gestel word, beantwoord;
- te eis dat enige kennisgewing, boek, lys of ander stuk wat gehou, vertoon of gemaak moet word vir doeleindes van registers wat nodig is vir die nakoming van die bepalings van hierdie Ooreenkoms, vertoon word en om dit te inspekteer, na te gaan en afskrifte daarvan te maak op enige wyse wat hy ter uitvoering van sy pligte nodig mag ag;
- te eis dat alle betaalstate, stukwerkregisters of enige ander boek of boeke waarin aantekening gehou word van die werklike lone wat betaal is aan enige werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon moet word en om dit te inspekteer, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent enige sodanige plek betree, of so 'n plek of boeke inspekteer of nagaan, soos hierbo in hierdie klousule vermeld, kan hy 'n tolk of 'n assistent, deur die Raad aangestel, met hom saamneem.

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

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

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

- as 'n werknemer van daardie werkgever, in welke geval alle werk wat deur die werknemer verrig moet word, in die bedryfsinrigting van die werkgever uitgevoer moet word; of
- as 'n werknemer van 'n ander werkgever in die Nywerheid aan wie werk ooreenkomstig klousule 28 van hierdie Ooreenkoms betreffende sny, maak en opmaak, uitbestee is.

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

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

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

26. SICK BENEFIT FUND.

The provisions of clause 26 of the Agreement published under Government Notice No. R651 of the 5th May, 1967, or the corresponding provisions of an agreement superseding the latter Agreement, shall *mutatis mutandis* apply to the employers and the employees.

27. TRADE UNION SUBSCRIPTIONS.

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

28. CUT, MAKE AND TRIM.

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

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

(2) For the purpose of this clause—

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

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

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

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

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

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

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section 57 of the Industrial Conciliation Act, 1956, and in regulation 7 under that Act.

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

29. REGISTRATION OF EMPLOYERS.

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

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

Signed at CAPE TOWN on behalf of the Parties on this 2nd day of June, 1967.

B. ROY,
Chairman of the Council.

J. KERAAN,
Vice-Chairman of the Council.

G. J. NEL,
Secretary.

26. SIEKTEBYSTANDSFONDS.

Die bepalinge van klousule 26 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 651 van 5 Mei 1967, of di ooreenstemmende bepalinge van enige ooreenkoms wat laasge noemde Ooreenkoms vervang, is *mutatis mutandis* op die werk gewers en die werknemers van toepassing.

27. LEDEGELD VAN VAKVERENIGING.

'n Werkgewer moet, op die skriftelike versoek van sy werk nemer, weekliks aftrekkings doen van die werknemer se besoldi ging van enige bedrag of bedrae aan ledegeld, wat in genoemd skriftelike versoek genoem word, aan die fondse van die vak vereniging, en moet die bedrag of bedrae aldus afgetrek, voor o op die 15de van elke maand onmiddellik ná die maand waari die aftrekkings gedoen is, aan die sekretaris van die genoemd vakvereniging stuur.

28. SNY, OPMAAK EN VERSIER.

Die skale waarteen en die grondslag of die beginsels waaro betaling moet geskied vir werk op kontrak uitbestee.

(1) As materiaal uitbestee word om deur enigiemand wat in di gebied werksaam is wat deur die Hoofdooreenkoms gedek worc tot kledingstukke vervaardig te word, dan is die minimum skal en voorwaardes voorgeskryf in hierdie klousule bindend vir di prinsipaal of kontrakteur.

(2) Vir die toepassing van hierdie klousule beteken—

(a) „prinsipaal” of „kontrakteur” ’n persoon, firma, maatskapp of vereniging van individue wat in die klerasienywerheid soos in die Hoofdooreenkoms omskryf, werk op kontra uitbestee, hetsy dié persoon, firma, maatskappy of vereni ging van persone ’n werkgewer is of nie; die verkorte uit drukking „prinsipaal” moet in onderstaande subklousul geag word „prinsipaal” of „kontrakteur” te beteken;

(b) „opmaker” ’n persoon, firma, maatskappy of vereniging va individue wat onderneem om materiaal wat aan hom o hulle uitbestee is deur ’n prinsipaal of kontrakteur, soos i hierdie klousule omskryf, in kledingstukke op te maak.

(3) Betaling vir die opmaak van materiaal in kledingstukke tee die voorgeskrewe minimum skale is verskuldig en moet by voltooi ing van elke bestelling geskied.

(4) By die uitdrukking „opmaak” is daar vir die toepassing va hierdie Ooreenkoms inbegrepe: „sny, opmaak en die verskaffin van versierings”, „slegs sny en opmaak”, „slegs opmaak en di verskaffing van versierings”.

(5) Die skale wat hierin voorgeskryf word, is vir die opmaak uit materiaal op kontrak uitbestee, van kledingstukke van stan daardgroottes deur enige persoon werksaam in die gebied wat deu die Hoofdooreenkoms gedek word.

(6) Hierdie klousule is nie van toepassing op die vervaardigin van kledingstukke onder kontrak vir enige staatsdepartement o provinsiale administrasie, die Suid-Afrikaanse Spoorweg- e Hawens-administrasie of plaaslike owerhede nie.

(7) Elke prinsipaal of kontrakteur en elke persoon aan wie wer op kontrak uitbestee word, moet die registers byhou wat voorge skryf is in artikel 57 van die Wet op Nywerheidsversoenig, 1956 en in regulasie 7 ingevolge daardie Wet.

(8) Die minimum skale wat deur die prinsipaal vir opmaak aa die opmaker betaal moet word, sonder enige vermindering hoege naam, is soos aangetoon in Aanhangsel 1 van die Ooreenkom gepubliseer by Goewermentskennisgewing No. 429 van 9 Maai 1956.

29. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend i moet binne een maand ná die datum waarop die Ooreenkoms vi hom bindend word, die Sekretaris van die Raad voorsien van di besonderhede wat in Aanhangsel H van hierdie Ooreenkoms uit eengesit word.

(2) Ingeval van enige verandering in die naam waaronder o die adres of adresse waar sake gedoen word, of onder die vennote of, as die werkgewer ’n maatskappy is, in die naam van s sekretaris of onder die direkteure of bestuurders daarvan, o ingeval van sekwestrasie van die werkgewer se boedel, of, as di werkgewer ’n maatskappy is, van die likwidasie van die maai skappy, of in die geval van die oordrag of afstanddoening van di besigheid wat gedryf word, of die verkryging of aanvang van enig ander besigheid wat aan hierdie Ooreenkoms onderworpe is, moe elke werkgewer die Sekretaris van die Raad binne 14 dae in kenni stel van die verandering, sekwestrasie, likwidasie, oordrag, afstand doening, verkryging of aanvang, deur middel van ’n skriftelik verklaring wat volledige besonderhede bevat van die verandering sekwestrasie, likwidasie, oordrag, afstanddoening, verkryging o aanvang, na gelang van die geval.

Namens die partye op hede die 2de dag van Junie 1967 i KAAPSTAD onderteken.

B. ROY,
Voorsitter van die Raad.

J. KERAAN,
Ondervoorsitter van die Raad

G. J. NEL,
Sekretaris.

ANNEXURE A.
RECORD OF EXPERIENCE.

No.

Factory No. (i) As at

This is to certify that according to the records of the Council

Identity Card No. of

has had the following experience for incremental purposes:

Occupations:

(i) Clerical—within Industry—outside Industry .. years .. months .. days.
(ii) common to Clothing and Knitting Sections .. years .. months .. days.
(iii) exclusive to Clothing Section .. years .. months .. days.
(iv) exclusive to Knitting Section .. years .. months .. days.
(v) exclusive to Laides' Hosiery Section .. years .. months .. days.
(vi) other .. years .. months .. days.

and may be employed at a wage of if employed as a
in the Section.

Counter-signature of Employee accepting the above

Date

Providend Fund Particulars

Nominee
Form No.
Date

For Secretary.

(ii) SUBSEQUENT EXPERIENCE

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

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

AANHANGSEL A.
OPGAWE VAN ONDERVINDING.

No.

Fabrieknummer (i) Soos op

Hierby word gesertifiseer dat volgens die registers van die Raad,

Persoonskaart No., van

ondergemelde ondervinding vir verhogingsdoeleindes gehad het:

Beroepe:

(i) Klerklike werknemer in die Nywerheid .. jare .. maande .. dae.
Klerklike werknemer buite die Nywerheid .. jare .. maande .. dae.
(ii) gemeen met klerasie- en brei-afdelings .. jare .. maande .. dae.
(iii) uitsluitlik klerasie-afdeling .. jare .. maande .. dae.
(iv) uitsluitlik brei-afdeling .. jare .. maande .. dae.
(v) uitsluitlik dameskousafdeling .. jare .. maande .. dae.
(vi) ander .. jare .. maande .. dae.

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

Mede-ondertekening van werknemer wat bostaande aanvaar

Datum

Voorsorgfondsbesonderhede

Benoemde
Vorm No.
Datum

vir Sekretaris.

(ii) VERDERE ONDERVINDING.

Fabriek.	Datum van indiensneming of oorplasing.	Loon.	Beroep.	Datum van vertrek.	Loon.	Beroep.	Duur van diens.			Paraaf van werknemer.
							Jare.	Maande.	Dae.	

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

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

To: The Secretary,
P.O. Box 1536, Cape Town.

N.B.: This form must be completed by all new entrants to the industry and by all other persons who are unable to produce a certified Service Record Card from the Council.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Surname of Applicant:.....
First Names (in full):.....
Formerly Known as:.....
Residential Address:.....
Population Identity Card No.:.....
Present Employer:.....

DECLARATION.

I, the undersigned hereby declare that I am a
(race) and was born on as per Birth/Baptismal Certificate attached.

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

(i) Experience in the Clothing Industry (whether gained in Council area of jurisdiction or not):

Name of Factory	Occupation	Period		Total
		From	To	

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

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

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

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

Witness

Date

Signature of Applicant

(For use of Council Office only).

Total Assessment of Experience: years months days.

Checked by:

No. of Service Record Card issued: Date:

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Aan: Die Sekretaris,
Posbus 1536, Kaapstad.

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

AANSOEK OM WERKNEMER SE DIENSVERSLAGKAART.

Familienaam van applikant:.....
Voorname (voluit):.....
Voorheen bekend as:.....
Woonadres:
Persoonskaart No.:.....
Huidige werkgewer:.....

VERKLARING.

Ek, die ondergetekende,, verklaar hierby dat ek 'n (ras).....
is en gebore is op.....soos gestaaf per aangehegte geboorte-/doopsertifikaat.

Verder verklaar ek dat onderstaande my totale ondervinding is vir doeleindes van die Klerasienywerheid (Kaap), insluitende die Brei en Kousafdelings:—

(i) Ondervinding in die Klerasienywerheid (hetsy in die Raad se regsgebied opgedoen of nie):

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

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

- (a)jare.....maande.....dae as 'n kleinhandel- of private kleremaker;
(b)jare.....maande.....dae as 'n kleinhandel- of private kleremaakster;
(c)jare.....maande.....dae as 'n stryker en/of opvouer in die Wasserybedryf;
(d)jare.....maande.....dae as 'n klerk.

Dokumentêre bewys van ondervinding in die Klerasienywerheid opgedoen, moet aangeheg word.)
Tot die beste van my wete is bostaande verklaring waar en reg en ek weet en verstaan dat enige onjuiste verklaring 'n misdryf is.

Getuie.

Datum.

Handtekening van applikant.

(Slegs vir kantoorgebruik).

Berekening van totale ondervinding:.....jare.....maande.....dae.

Nagegaan deur:.....

No. van diensverslagkaart uitgereik:.....Datum:.....

ANNEXURE C.

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

Week ended.....

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

Employer

Address

PART I. ENGAGEMENTS.

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

PART II.—TERMINATION OF SERVICE.

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

(This return is required in DUPLICATE).

* W = Whites. C = Coloured. A = Asiatic. B = Bantu. † M = Male. F = Female. ‡ A = Adult. J = Juvenile.

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

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

Signature of Employer or Authorized Agent.

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).
WEEKLIKSE OPGAWES VAN INDIENSNEMINGS EN DIENSBEËINDIGINGS.

Week geëindig.....

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

Werkgewer.....

Adres.....

DEEL I.—INDIENSNEMINGS.

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

DEEL II.—DIENSBEËINDIGINGS.

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

(Hierdie opgawe moet in tweevoud voorgelê word.)

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

**Indien werknemer nie 'n Blou Diensverslagkaart kan voorlê wat deur die Raad uitgereik is nie, moet 'n aansoekvorm vir die uitreiking daarvan aangeheg word. Indien daar gedurende die week geen indiensnemings of diensbeëindigings was nie, moet 'n „NUL"-opgawe voorgelê word.

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

Handtekening van Werkgewer of Gemagtige agent.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

Name of Factory _____

CAPE TOWN.

MONTHLY RETURNS OF TRANSFERS IN OCCUPATION.

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

[illegible]

Date _____ 19 _____

Signature of firm.....

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

Naam van Fabriek.....

KAAPSTAD.

[MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEPE.]

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

[illegible]

Datum 19

Handtekening van firma.....

ANNEXURE E.

NOTICE TO TERMINATE EMPLOYMENT.

Employer's Name

Address

Employee's Name in full

Factory Number.....

You are hereby notified that one week's/one month's notice is given you to terminate your employment, taking effect from

..... Date Signature of Employer.

Receipt acknowledged by..... Date received..... Signature of Employee

(Registration number if postal notice given..... Date posted.....

N.B.—Vide Section 18 of Industrial Council Agreement. Notice must take effect from the day which concludes the working week/or in the case of monthly employees from the 1st of the next succeeding month.

EMPLOYEE'S COPY.

ANNEXURE F.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

RADIOGRAPHIC EXAMINATION OF ALL NEW ENTRANTS INTO THE INDUSTRY.

To:

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

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

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

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

Signature

Name of Firm

Date

STAMP OF MASS RADIOGRAPHY SERVICE.

NOTE.

- The upper portion of this form is to be completed by the employer and handed to the prospective employee.
- The employer should also insert on the lower portion of this form the name of the firm and the name of the prospective employee.
- On receipt of the completed medical certificate below, it is to be forwarded by the employer to the Cape Clothing Industry Sick Fund, 350 Victoria Road, Salt River.

(To be detached by Mass Radiography Service.)

MASS RADIOGRAPHY SERVICE,
CAPE TOWN.

CONFIDENTIAL.

Serial No.

Messrs. Name of Employee.....

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

Medical Officer.

AANHANGSEL E.

KENNISGEWING OM DIENS TE BEËINDIG.

Werkgewer se naam

Adress

Werknemer se volle naam

Fabrieksnommer

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

..... Datum Handtekening van Werkgewer

Ontvangs erken deur Datum Handtekening van Werknemer

(Registrasienommer indien kennisgewing per pos geskied

Datum gepos

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

WERKNEMER SE KOPIE.

AANHANGSEL F.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

RADIOGRAFIESE ONDERSOEK VAN ALLE NUWELINGE IN DIE NYWERHEID.

Aan:

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

Reëlins is getref sodat die Massa-radiografiediens u op.....

.....medies kan ondersoek.

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

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

Handtekening

Naam van firma

Datum

STEMPEL VAN MASSA-RADIOGRAFIEDIENS.

OPMERKINGS.

- Die boonste gedeelte van hierdie vorm moet deur die werkgever ingevul en aan die voornemende werknemer oorhandig word.
- Die werkgever moet ook die naam van die firma en dié van die voornemende werknemer op die onderste gedeelte van hierdie vorm invul.
- By ontvangs van die ingevulde doktersertifikaat hieronder, moet dit deur die werkgever aan die Siektefonds vir die Klerasienywerheid (Kaap), Victoriaweg 350, Soutrivier, gestuur word.

(Moet deur Massa-radiografiediens afgestuur word.)

MASSA-RADIOGRAFIEDIENS,
KAAPSTAD.

VERTROULIK.

Reeksnommer

Mnre. Naam van werknemer

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

Mediese Beampte.

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

.....19.....
Telephone 3-6631.

To The Secretary,
P.O. Box 1536, or
Fifth Floor,
Broadway Industries Centre,
Cor. Heerengracht & Hertzog Boulevard,
Foreshore, Cape Town.

Dear Sir,

Enclosed please find the sum of R..... representing contributions in terms of Clause 22 of the Clothing Agreement, as detailed below for the period ending.....

Name of Firm..... Address

RETURN OF EMPLOYEES.

No.	Date
..... for week ending	
..... " " " "	
..... " " " "	
..... " " " "	
..... " " " "	

Total No. employees at 2c. per week ... R.....
Add employer's contribution
of 2c. per week R.....
R.....

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

ANNEXURE H.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE).

REGISTRATION OF BUSINESS.

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

Dear Sir,

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

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

Names:	Address:	State whether Proprietor, Director, Manager or Secretary.
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.....
Signature of Employer.

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

.....19.....
Telefoon: 3-6631.

Die Sekretaris,
Posbus 1536, of
Vyfde Verdieping,
Broadway Industries-sentrum,
Hoek van Heerengracht en
Hertzog-boulevard,
Strand, Kaapstad.

Geagte Meneer,

Hierby ingeslote vind u die bedrag van R..... wat die bydraes is ingevolge klousule 22 van die Ooreenkoms vir die Klerasienywerheid vir die tydperk geëindig soos hieronder gemeld

Naam van firma Adres

OPGAAF VAN WERKNEMERS.

Getal Datum

..... vir die week geëindig

..... vir die week geëindig

..... vir die week geëindig

..... vir die week geëindig

Totale getal werknemers teen 2c per week R.....
Plus werkgever se bydrae van 2c per week R.....
R.....

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

AANHANGSEL H.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP).

REGISTRASIE VAN BESIGHEID.

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

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

- (1) Naam waaronder besigheid gedryf word
- (2) Adres waar besigheid gedryf word
- (3) Aard van besigheid (kort beskrywing bv. „mansklerie”, is voldoende.....)
- (4) Beskrywing, name en adresse van bestuurslede:

Naam.	Adres.	Meld: Eienaar, Direkteur, Bestuurder of Sekretaris.
-------	--------	--

.....
Handtekening van Werkgever.

No. R.1615.] [13th October, 1967.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE NO. 43 OF 1942.

CLOTHING INDUSTRY, CAPE.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) 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. R.1614 of the 13th October, 1967.

M. VILJOEN,
Minister of Labour.

No. R.1616.] [13th October, 1967.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CLOTHING INDUSTRY, CAPE.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice No. R.1614 of the 13th October, 1967, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R.1617.] [13th October, 1967.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

CLOTHING INDUSTRY, CAPE.

EXEMPTION FROM SICK LEAVE PROVISIONS.

I, MARAIS VILJOEN, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, hereby grant exemption from the provisions of section 21A of the said Act in respect of all employees who are entitled to sick benefits in terms of clause 26 of the Agreement for the Clothing Industry, published under Government Notice No. R.1614 of 13th October, 1967.

M. VILJOEN,
Minister of Labour.

No. R.1615.] [13 Oktober 1967.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP
LEWENSKOSTETOELAES GEPUBLISEER BY
OORLOGSMAATREËL NO. 43 VAN 1942.

KLERASIENYWERHEID, KAAP.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) 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 Goewermentskennisgewing No. R.1614 van 13 Oktober 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R.1616.] [13 Oktober 1967.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, KAAP.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing No. R.1614 van 13 Oktober 1967 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R.1617.] [13 Oktober 1967.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

KLERASIENYWERHEID, KAAP.

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verleen hierby, ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, vrystelling van die bepalings van artikel 21A van genoemde Wet ten opsigte van alle werknemers wat geregtig is op siektevoordele ingevolge klousule 26 van die Ooreenkoms vir die Klerasienywerheid wat by Goewermentskennisgewing No. R.1614 van 13 Oktober 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

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