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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 542 23 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956 KLERASIENYWERHEID, KAAP.—OOREENKOMS VIR DIE BREI-AFDELING

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1981 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 en 28, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms;

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 en 28, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1981, eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 542 23 March 1979

INDUSTRIAL CONCILIATION ACT, 1956 CLOTHING INDUSTRY, CAPE.—AGREEMENT FOR THE KNITTING DIVISION

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1981, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 and 28, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement;

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (h), 14 (3), 23, 24, 27 and 28, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and

enigeeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens; en

(d) kragtens artikel 48 (7) van genoemde Wet, dat die bepalings van klousule 28 van genoemde Ooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1981 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP) OOREENKOMS

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

Cape Knitting Industry Association
en die

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Western Province

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Breifafdeling van die Klerasienywerheid—

(a) deur die werkgewers en werknemers at onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is;
(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Worcester en George.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;
(b) nie van toepassing op werknemers en werkende direkteure wat lone van minstens R4 800 per jaar ontvang nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 12 Desember 1981 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; 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 samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"klerk graad A" 'n werknemer wat skryf-, tik- en liasseerwerk verrig, 'n reken- of ponskaartmasjien bedien of enige ander soort klerklike werk verrig en omvat dit 'n kassier, 'n versendingsklerk, pakhuisman en 'n telefonis, maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan dat klerklike werk deel van sodanige werknemer se werk, mag uitmaak;

"klerk graad B" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Bywoningsregisters nagaan of besonderhede aanteken van werknemers wat by die werk is of van die werk afwesig is; loonkaarte of -koeverte voorberei vir lateré gebruik deur 'n ander werknemer;

(b) nasienwerk verrig of aantekening hou vir produksiebeheer;

(c) fakture of ander dokumente met die hand of 'n masjien kopieer;

upon those employers in respect of Blacks in their employ; and

(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, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1981, 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 areas specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE) ARGEEMENT

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' organisations"), of the one part, and the

Garment Workers' Union of the Western Province

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall—

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

(b) not apply to employees and working directors whose wages are not less than R4 800 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 section 48 (1) of the Act, and shall remain in force until 12 December 1981 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;

"Grade A clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work and includes a cashier, despatch clerk, storeman and a telephone switchboard operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work;

"Grade B clerk" means an employee who is engaged in any one or more of the following duties:

(a) Checking attendance records or recording particulars of employees at work or absent from work; preparing wage cards or envelopes for subsequent use by another employee;

(b) checking or recording for production control;

(c) copying invoices or other documents by machine or hand;

(d) besonderhede van materiale of algemene voorrade wat verbruik is of verbruik gaan word, aanteken, of voorraderegisters byhou;

(e) besonderhede van afval aanteken;

Met dien verstande dat 'n rekenmasjien gebruik kan word om een of meer van bogenoemde werksaamhede te verrig;

"Klerasiennywerheid" of "Nywerheid", wat uit die klerasie-, brei- en hemdeseksies 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, slaapkleren en ander nagklere; en

(b) die vervaardiging van alle soort kledingstukke, met inbegrip van grootmaat-snyersklere 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 baadjiepakke vir dames of meisies of ander boklere wat vir individuele persone volgens maat gemaak word;

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

(b) die vervaardiging van alle soorte kledingstukke, met inbegrip van grootmaat-snyersklere soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawens-administrasie of 'n plaaslike owerheid, maar uitgesonderd hemde, boordjies, dasse, slaapkleren en ander nagklere, hoede en die vervaardiging van jasse en baadjiepakke vir dames of meisies of ander boklere wat volgens die maat van individuele persone gemaak word;

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

"breiseksie" daardie seksie waarin werkgewers en werknemers met mekaar geassosieer is met die doel om klederstof en/of kouse en/of kledingstukke op ronde, plat of vol-vorm-masjinerie te brei, en ook die maak van kledingstukke uit gebreide klederstof in die bedryfsinrigting waarin bedoelde klederstof 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 of persone wat 'n lisensie hou ooreenkomstig item 3 van die Eerste Bylae van die Ordonnansie op die Registrasie en Lisensiering van Besighede;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die verpakking of versending van goedere vir vervoer of aflewering en wat toesig mag hou oor die bymeakaarmaak, nasien, massameet, verpakking, merk, adresseer of versending van goedere of pakkette;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Brei-afdeling werksaam is;

"ondervinding"—

(a) met betrekking tot klerke graad A en B of handelsreisigers, die totale tydperk of tydperke diens wat sodanige werknemers as klerke graad A en B of as handelsreisigers gehad het, na gelang van die geval, afgesien van die bedryf waarin sodanige ondervinding opgedoen is;

(b) met betrekking tot werknemers graad A, man; werknemers graad B, man en vrou; werknemers graad C, vrou, die totale tydperk of tydperke diens wat so 'n werknemer in enige van bogenoemde hoedanighede in die Brei-afdeling gehad het;

(c) met betrekking tot 'n voorman, voorvrou, toesighouer, toesighoudster, patroongradeerder en patroonmaker, die totale tydperk of tydperke diens wat so 'n werknemer onderskeidelik as voorman, voorvrou, toesighouer, toesighoudster, patroongradeerder en patroonmaker in die Klerasiennywerheid en/of die Brei-afdeling gehad het;

(d) dat waar strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die Wasserybedryf werksaam was, in die Brei-afdeling werk soek as strykers en/of opvouers, hul totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;

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

(e) recording particulars of waste;

Provided that a calculator may be used in carrying out one or more of the above duties;

"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 and caps, and all classes of outer and undergarments (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;

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

"clothing section" means—

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

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

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

"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 or persons holding a licence under item 3 of the First Schedule to the Registration and Licensing of Businesses Ordinance;

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

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

"experience" means—

(a) in relation to grade A and B clerks, or travellers, the total period or periods of employment which such employees have had as grade A and B clerks, or travellers, as the case may be, irrespective of the trade in which such experience was gained;

(b) in relation to grade A employees, male; grade B employees, male and female; grade C employees, female; the total period or periods of employment which such employees have had in the Knitting Division in any of the above capacities;

(c) in relation to a foreman, forewoman, male and female supervisor, pattern grader and pattern maker, the total period or periods of employment which such employees have had as a foreman, forewoman, male and female supervisor, pattern grader and pattern maker respectively in the Clothing Industry and/or Knitting Division;

(d) that where ironers and/or folders and/or operators of a Hoffman Press who have been employed in the Laundry Trade seek employment as ironers and/or folders in the Knitting Division, their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

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

Met dien verstande dat, waar enige werknemer met minder as een jaar ondervinding nie binne 'n tydperk van vyf jaar vanaf die datum waarop hy laas in die Nywerheid in diens was weer in die Nywerheid in diens getree het nie, enige ondervinding opgedoen buite rekening gelaat moet word by die berekening van die minimum loon waarteen hy diens kan aanvaar;

“voorman” of “toesighouer” of “voorvrou” of “toesighoudster” ’n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan hom of haar toevertrou is in ’n fabriek of ’n afdeling van ’n fabriek; “algemene werker” ’n werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

- (1) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak en/of was;
- (2) op- of aflaai;
- (3) artikels dra, verskuif of opstapel;
- (4) deure oop- of toemaak; kaste, pakkette bale of ander houers uitpak;
- (5) briewe, boodskappe of goedere buite die fabriekspersoneel te voet of deur middel van ’n fiets, driewiel of handvoertuig, aflewer;
- (6) met die hand kaste, bale of ander houers merk, brandmerk, sjabloneer of etikette daarop plak;
- (7) algemene tuinwerk;
- (8) kaste of bale of ander houers vasbind of met draad of bande vasmaak;
- (9) tee of dergelike drank berei en koppies, pierings en kombuisgerei was;
- (10) masjiendryfbande aansit en herstel; masjinerie skoonmaak, olie en smeer; gereedskap, toerusting en masjinerie verskuif; naalde omruil; garing en/of kledingstof van onder keelplaat verwyder;
- (11) ketelbediener, d.w.s. ’n werknemer wat ’n stoomketel stook en die waterstand en stoomdruk in stand hou;
- (12) pakkette of bale vir vervoer of aflewering opmaak;
- (13) pos vou en/of in koeverte steek; posseëls of etikette op posstukke plak;
- (14) ’n afrol- en/of adresseer- en/of frankeermasjien bedien;
- (15) fakture, vragbriewe of dergelike dokumente sorteer;
- (16) boodskappe of kledingstukke of dele van kledingstukke van een werksaamheid na ’n ander binne die bedryfsinrigting dra;
- (17) die handelsreisiger op sy reis vergesel en die handelsreisiger help om te dryf en om monsters in en uit te pak en te vertoon;
- (18) wag of oppasser, d.w.s. ’n werknemer wat persele, geboue of ander eiendom bewaak;

“werknemer graad A, man,” ’n manlike werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

- (1) Masjienwerker, d.w.s. ’n werknemer wat met ’n naaimasjien werk in verband met die maak van klere verrig;
- (2) nasiener, d.w.s. ’n werknemer wat die afgewerkte kledingstof en/of kledingstuk vir gebreke nagaan;
- (3) klaar kledingstukke met die hand of met ’n masjien pars;
- (4) herstel- en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na en passing van materiaal;
- (5) masjienbreier, d.w.s. ’n werknemer wat een of ’n stel breimasjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein regstellings aan iets soos garingspanning te doen wanneer dit nodig is;
- (6) breiwerkster, d.w.s. ’n werknemer wat halfvormkledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
- (7) kleurstowwe massameet;
- (8) laboratoriumassistent, d.w.s. ’n werknemer wat monsters voorberei en wat aanvangs- en roetine-toetse kan uitvoer en die resultate daarvan kan aanteken;
- (9) werktuigkundige, d.w.s. ’n werknemer wat herstelwerk of regstellings aanbring 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 aanwysing van ’n ontwerper of gekwalifiseerde patroongraadeerder patrone van ’n kontrolepatroon af uit materiaal sny;

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

Provided that where any employee with less than one year's experience has not been re-employed in the Industry within a period of five years from the date on which he was last employed in the Industry, any experience gained shall be ignored for the purpose of calculating the minimum wage at which he may commence service;

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

- (1) Cleaning and/or washing premises, plant, machinery, vehicles, tools and/or other articles;
 - (2) loading or unloading;
 - (3) carrying, moving or stacking articles;
 - (4) opening or closing doors; unpacking boxes, packages, bales or other containers;
 - (5) delivering letters, messages or goods outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
 - (6) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;
 - (7) general gardening work;
 - (8) binding, wiring or strapping boxes or bales or other containers;
 - (9) making tea or similar beverages and washing cups, saucers and kitchen utensils;
 - (10) fitting and mending machine belts; cleaning, oiling and greasing machines; moving tools, equipment and machines; changing needles; cleaning cotton and/or cloth from underneath throat plate;
 - (11) boiler attendant, i.e. an employee engaged in firing a boiler and maintaining the water level and steam pressure;
 - (12) making up parcels or bales in readiness for transport or delivery;
 - (13) folding and/or inserting mail; affixing post stamps or labels for posting;
 - (14) operating a duplicating and/or addressograph machine and/or franking machine;
 - (15) sorting invoices, consignment notes or similar documents;
 - (16) carrying messages or garments or parts of garments from one operation to another within the establishment;
 - (17) accompanying the traveller on his journey and assisting the traveller in driving and in packing, unpacking and displaying of samples;
 - (18) watchman or caretaker, i.e. an employee engaged in guarding premises, buildings or other property;
- “Grade A 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 of 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, 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;
 - (6) knitting shaper, i.e. an employee who cuts semi-fashioned garments (body or sleeve blanks) individually or collectively;
 - (7) colour mass-measuring;
 - (8) laboratory assistant, i.e. an employee who prepares samples and who may make initial and routine tests and record the results thereof;
 - (9) mechanic, i.e. 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, i.e. 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) hoofskeringbereier, d.w.s. 'n werknemer wat beheer en toesig uitoefen oor twee of meer skeringbereiers;

(12) skeringbreier, d.w.s. 'n werknemer wat een skeringbrei-masjien of 'n stel sodanige masjiene bedien en wat gebreke kan verbeter, naalde kan vervang en/of reguit maak, bande kan vul en klein regstellings kan maak, en dit omvat 'n garing-instecker en naaldmonteur;

(13) kleurstapelmاسjienebediener, d.w.s. 'n werknemer wat kleeidstof teen die korrekte spanning om roller rol ter voorbereiding van kleurproses deur hoëtemperatuurdrukmasjiene;

(14) vulmasjienebediener, d.w.s. 'n werknemer wat 'n vul-masjiene bedien (afwerking van kleeidstof—die hard- of sagmaak van kleeidstof deur die byvoeging van chemikalieë);

(15) spandroogmasjienebediener, d.w.s. 'n werknemer wat 'n spandroogmasjiene bedien (droogmaak en set van kleeidstof);

(16) bosseleermاسjienebediener, d.w.s. 'n werknemer wat 'n bosseleermاسjiene bedien;

(17) faktotum, d.w.s. 'n werknemer wat klein herstelwerkies aan meubels, uitrusting en geboue verrig;

(18) bindmasjienebediener, d.w.s. 'n werknemer wat 'n bind-masjiene bedien (materiaal bind deur twee of meer stukke materiaal te laat ineensmelt);

en ook 'n manlike werknemer wat nie elders in hierdie Oor-eenkoms vermeld word nie;

“werknemer graad B, man,” 'n manlike werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(1) Fatsoeneer (met inbegrip van vormpars-, kalandeer- en setwerk);

(2) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjiene bedien;

(3) skakelmاسjienebediener, d.w.s. 'n werknemer wat 'n skakel-masjiene bedien;

(4) wasringe maak;

(5) met die hand of masjiene aftrek of sjabloneer;

(6) trekdraadbediener;

(7) skeringbereier, d.w.s. 'n werknemer wat kettingdrade van keëltolte of spintolte vir 'n skeringbrei-masjiene of soortgelyke masjiene voorberei en wat die flensroller voorberei;

(8) borselaar, d.w.s. 'n werknemer wat een of meer kaard-of pluismاسjiene bedien;

(9) bande vul;

(10) bande afmerk;

(11) sokkies afwerk;

(12) setmasjienebediener;

(13) dose inmekaarsit, d.w.s. kanton in kantonhouers vou;

(14) werktuigkundige se assistent;

(15) skuinsband sny;

(16) 'n kleurmاسjiene bedien;

(17) toonsluiting met masjiene;

(18) monsterboekies vir handelsreisigers sny;

(19) herstelwerk met trekdrade;

(20) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kleeidstof van die masjiene afhaal, garing van die masjiene afhaal of terugsit en wat 'n masjiene kan af- en aanskakel, alles onder die algemene toesig van 'n breier;

(21) merker, d.w.s. 'n werknemer wat groottes met garing aan sokkies merk;

(22) vlekuitthaler, d.w.s. 'n werknemer wat kolle en vlekke verwyder;

(23) 'n krimppers of -masjiene bedien;

(24) knipwerk, d.w.s. die gekaarde vesel wegknip om 'n flu-weelagtige of viltagtige afwerking te verleen aan 'n baret of aan kleeidstof van deurlopende lengte;

(25) ringe insit, d.w.s. 'n ring in 'n baret insit voordat dit in 'n stoomkas gedroog word;

(26) faktotum se assistent;

(27) skeringbreier se assistent, d.w.s. 'n werknemer wat kleeid-stof nasien vir gebreke, garingdraad in masjiene voer, kleeid-stof van die masjiene afhaal, en wat 'n masjiene kan af- en aanskakel, alles onder die algemene toesig van 'n breier, en dit omvat 'n garinginstecker- en uitrekker;

(28) bale kleeidstof of breiwool sorteer, massameet, merk en in voorraad hou, alles onder die algemene toesig van 'n klerk;

(29) spandroogmasjienebediener se assistent, d.w.s. 'n werk-nemer wat 'n spandroogmasjienebediener help;

(30) voumasjienebediener, d.w.s. 'n werknemer wat 'n vou-masjiene bedien;

(31) assistent-vulmasjienebediener, d.w.s. 'n werknemer wat 'n vulmasjienebediener help;

(32) assistent-bindmasjienebediener, d.w.s. 'n werknemer wat 'n bindmasjienebediener help;

(33) bediener van 'n droogskoonmaakmasjiene, d.w.s. 'n werk-nemer wat 'n droogskoonmaakmasjiene bedien;

(11) head warper, i.e. an employee who exercises control and supervision over two or more warpers;

(12) warp knitter, i.e. 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, i.e. an employee who is engaged in making minor repairs to furniture, equipment and buildings;

(18) bonding machine operator, i.e. an employee who operates a bonding machine (bonding fabric by fusing two or more pieces of fabric);

and shall include a male employee not elsewhere specified in this Agreement;

“Grade B employee, male,” means a male employee engaged in one or more of the following duties or capacities:

(1) Forming (including boarding, calendering and setting);

(2) winder, i.e. an employee engaged in operating a yarn winding machine;

(3) linker, i.e. an employee engaged in operating a linking machine;

(4) wax-ring making;

(5) transferring or stencilling by hand or machine;

(6) draw-thread operator;

(7) warper, i.e. an employee who prepares warps from cones or bobbins for a warp knitting or similar machine and prepares the beam;

(8) brusher, i.e. an employee who operates one or more raising or teasing machines;

(9) bar filling;

(10) bar transferring;

(11) sock trimmer;

(12) setting machine operator;

(13) assembling boxes, i.e. folding cardboard into cardboard containers;

(14) assistant to mechanic;

(15) cutting of bias binding;

(16) operating a dye-house machine;

(17) toe-closing by machine;

(18) cutting of travellers' swatches;

(19) drawn-thread mending;

(20) knitter's assistant, i.e. employee who brings yarn to and from the machines, removes fabric from the machines, unloads and reloads yarn onto the machine and can stop and start a machine, all under the general supervision of a knitter;

(21) tagger, i.e. an employee who marks with a thread on socks for size;

(22) spotter, i.e. an employee who removes spots and stains;

(23) operating shrinking press or machine;

(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, i.e. 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 threader-hand and doffer;

(28) sorting, mass-measuring, 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;

(31) assistant padder machine operator, i.e. an employee who assists a padder machine operator;

(32) assistant bonding machine operator, i.e. an employee who assists a bonding machine operator;

(33) dry-cleaning machine operator, i.e. an employee who operates a dry-cleaning machine;

"werknemer graad B, vrou," 'n vroulike werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

- (1) Masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;
- (2) masjienbreier, d.w.s. 'n werknemer wat een of 'n stel breimasjiene bedien en in staat is om foute uit te ken, slegte naalde te vervang en klein regstellings aan iets soos garingspanning te doen wanneer dit nodig is;
- (3) breiwerksnyer, d.w.s. 'n werknemer wat half-vormkledingstukke (ru-stukke vir lyfies of moue) een vir een of saam sny;
- (4) nasiener, d.w.s. 'n werknemer wat die afgewerkte kleedstof en/of kledingstuk vir gebreke nasien;
- (5) kleurstowwe massameet;
- (6) laboratoriumassistent, d.w.s. 'n werknemer wat monsters voorberei en wat die aanvangs- en roetinetotse kan uitvoer en die resultate daarvan kan aanteken;
- (7) skakelmasjienbediener, d.w.s. 'n werknemer wat 'n skakelmasjien bedien;
- (8) stopwerk, d.w.s. die ondersoek van gebreide kledingstukke, met uitsondering van barette, vir defekte en die herstel van sodanige defekte;
- (9) herstel- en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na en passing van materiaal;
- (10) patroonsnyer, d.w.s. 'n werknemer wat onder leiding en aanwysing van 'n ontwerper of gekwalifiseerde patroongraaierder patrone van 'n kontrolepatroon af uit materiaal sny;
- (11) soommaker, d.w.s. 'n werknemer wat met 'n soommasjien materiaal aanmekaarwerk;

en ook 'n vroulike werknemer wat nie elders in hierdie Ooreenkoms vermeld word nie;

"werknemer graad C, vrou," 'n vroulike werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

- (1) Optolling, d.w.s. tolle met 'n optoller optol;
- (2) etikette uitskryf;
- (3) groottenommers stempel;
- (4) dose inmekaarsit, d.w.s. karton in kartonhouers vou;
- (5) skuinsband sny;
- (6) monsterboekies vir handelsreisigers sny;
- (7) fatsoeneer (met inbegrip van vormpars-, kalandeer- en setwerk);
- (8) optoller, d.w.s. 'n werknemer wat 'n garingoptolmasjien bedien;
- (9) 'n kleurmasjien bedien;
- (10) breier se assistent, d.w.s. 'n werknemer wat garing na en van die masjiene neem, kleedstof van die masjiene afhaal, garing van masjiene afhaal en terugsit en wat 'n masjien kan af- en aanskakel, alles onder die algemene toesig van 'n breier;
- (11) herstelwerk met trekdraade;
- (12) toonsluiting met 'n masjien;
- (13) wasringe maak;
- (14) met die hand of masjien aftrek of sjabloneer;
- (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) 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 vooraf bepaalde lyn oopsplyt;
- (29) herstelwerk aan barette, d.w.s. gate in barette stop;

"uurloon" die weekloon in klousule 4 voorgeskryf, gedeel deur—

72 in die geval van 'n algemene werker wat as 'n wag of oppasser werksaam is;

46 in die geval van 'n algemene werker wat as 'n ketelbediener werksaam is;

42½ in die geval van alle ander werknemers;

"instrukteur" 'n werknemer wat verantwoordelik is vir die opleiding van werknemers in 'n bedryfsinrigting of wat op enige wyse hoegenaamd in of naby 'n fabriek 'n werkgever help om 'n opleidingsprogram om die produktiwiteit van sy werknemers te verbeter, uit te voer;

"Grade B 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 mass-measuring;
- (6) laboratory assistant, i.e. an employee who prepares samples and who may make initial and routine tests and record the results thereof;
- (7) linker, i.e. an employee engaged in operating a linking machine;
- (8) mending, i.e. the examination of knitted garments, other than berets, 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, i.e. 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, i.e. 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 C 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) drawn-thread operator;
- (16) warper;
- (17) brusher;
- (18) bar filling;
- (19) bar transferring;
- (20) sock trimmer;
- (21) packing, other than despatch packing;
- (22) cleaners, folders, folders and turners;
- (23) hand sewer;
- (24) tagger, i.e. an employee who marks with a thread on socks for size;
- (25) spotter, i.e. an employee who removes spots and stains;
- (26) re-ironing ribbons and light pressing of bulky knits;
- (27) line feeder;
- (28) fabric splitter, i.e. an employee engaged in slitting open continuous lengths of fabric on a pre-determined line;
- (29) mending berets, i.e. darning holes in berets;

"hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 divided by—

72 in the case of a general worker engaged as a watchman or caretaker;

46 in the case of general worker engaged as a boiler attendant;

42½ in the case of all other employees;

"instructor" means an employee who is responsible for training employees in any establishment or who in any manner whatsoever assists an employer in or about a factory in carrying out training programmes to improve the productivity of his employees;

"Brei-afdeling" daardie afdeling van die breiseksie waarin werkgewers en werknemers met mekaar geassosieer is vir die brei van klederstof en/of kledingstukke en ook—

(a) die opmaak van vol-vormkledingstukke;

(b) die opmaak van half-vormkledingstukke;

(c) die opmaak van sokkies vir mans, dames en kinders, maar nie die opmaak van gebreide kledingstukke uit brei-stofstuklengtes van 'n eenvormige breedte nie. Met "brei-stofstuklengtes" word bedoel rolle breistof van deurlopende lengte;

"breitegnikus" 'n werknemer wat in diens is vir die doel om opgelei te word in alle fasette van die Nywerheid, wat as sodanig by die Raad geregistreer is en wat alle pligte mag verrig van die verskillende klasse werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf is;

"leerling" 'n werknemer wie se dienstydperk of -perke hom nie geregtig maak op die loon van 'n gekwalifiseerde werker wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word nie;

"maandloon" die weekloon vermenigvuldig met vier en 'n derde;

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

"patroongradeerder" 'n werknemer wat patrone volgens verskillende groottes gradeer en bykomstige patrone volgens 'n moederpatroon maak, en ook werknemers wat moederpatrone vir die plooiproses en kopieë van die moederpatroon af maak;

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

"stukwerk" 'n stelsel waarvolgens verdienste bereken word volgens die hoeveelheid werk verrig of produksie gelewer;

"gekwalfiseer" 'n werknemer uitgesonderd 'n algemene werker of 'n motorvoertuigdrywer wat sy tydperk van leerlingkap ingevolge hierdie Ooreenkoms voltooi het;

"gehaltebeheerder" 'n werknemer, uitgesonderd 'n nasiener, wat verantwoordelik is vir gehaltebeheer in 'n fabriek of enige afdeling van 'n fabriek, d.w.s. seker maak dat die gehalte van enige kledingstuk of gedeelte van enige kledingstuk, hetsy voltooi of onvoltooi, voldoen aan die peil van gehalte deur die werkgewer bepaal;

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

"korttyd" 'n tydelike vermindering van die getal gewone weeklikse werke in 'n bedryfsinrigting weens werkslapte of ander vereistes van die handel;

"magasynman" 'n werknemer wat in die algemeen verantwoordelik is vir voorrade en/of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n magasyn of pakhuis en/of goedere uit 'n magasyn of pakhuis aflewer aan die verbruiksafdelings van 'n bedryfsinrigting of vir versending;

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

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n lisensieowerheid wat regtens gemagtig is om lisensies vir motorvoertuie uit te reik; Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of outofiets of fiets uitgerus met 'n hulpmotor, die onbelaste massa geag word hoogstens 1 360 kg te wees;

"loon" dié gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werke soos in hierdie Ooreenkoms voorgeskryf.

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 werksaam is.

"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;

"knitting technician" means an employee who is employed for the purpose of being trained in all aspects of the Industry, who is registered as such with the Council and who may perform any of the duties of the different classes of employees for whom wages are prescribed in clause 4 of this Agreement;

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

"monthly wage" means the weekly wage multiplied by four and one-third;

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purposes 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 to various sizes and makes ancillary patterns to a master pattern and includes an employee engaged in making master patterns for the pleating process and in making copies from the master pattern;

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

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

"qualified" means an employee other than a general worker or a motor vehicle driver, who has completed his period of learnership as prescribed in terms of this Agreement;

"quality controller" means an employee, other than a passer, who carries responsibility for quality control in a factory or any department of a factory, i.e. ensuring that the quality of any garment or part of any garment whether in a finished or unfinished state meets the standard of quality determined by the employer;

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

"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 portions of garments to be completed by such employee within a specified time;

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1 360 kg;

"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.

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

4. BESOLDIGING

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

DEEL A

Klerke en handelsreisigers:

| | Vanaf datum van in- werking- treding van hierdie Ooreen- koms tot 12/12/79 | Vanaf 13/12/79 tot 12/12/80 | Vanaf 13/12/80 |
|-------------------------------|---|--------------------------------------|-------------------|
| | Per week R | Per week R | Per week R |
| Klerk graad A, man: | | | |
| Eerste jaar ondervinding..... | 20,70 | 22,60 | 23,90 |
| Tweede jaar ondervinding..... | 25,70 | 28,05 | 29,65 |
| Derde jaar ondervinding..... | 30,70 | 33,50 | 35,45 |
| Vierde jaar ondervinding..... | 35,65 | 38,90 | 41,15 |
| Daarna..... | 45,75 | 49,90 | 52,80 |
| Klerk graad A, vrou: | | | |
| Eerste jaar ondervinding..... | 18,85 | 20,55 | 21,75 |
| Tweede jaar ondervinding..... | 21,85 | 23,80 | 25,20 |
| Derde jaar ondervinding..... | 24,90 | 27,15 | 28,75 |
| Vierde jaar ondervinding..... | 28,00 | 30,55 | 32,35 |
| Daarna..... | 31,75 | 34,65 | 36,65 |
| Klerk graad B, man: | | | |
| Eerste jaar ondervinding..... | 15,25 | 16,60 | 17,60 |
| Tweede jaar ondervinding..... | 19,60 | 21,40 | 22,60 |
| Derde jaar ondervinding..... | 23,80 | 25,95 | 27,45 |
| Vierde jaar ondervinding..... | 28,00 | 30,55 | 32,35 |
| Daarna..... | 39,90 | 43,50 | 46,05 |
| Klerk graad B, vrou: | | | |
| Eerste jaar ondervinding..... | 15,25 | 16,60 | 17,60 |
| Tweede jaar ondervinding..... | 18,35 | 20,05 | 21,20 |
| Derde jaar ondervinding..... | 21,55 | 23,50 | 24,85 |
| Vierde jaar ondervinding..... | 24,90 | 27,15 | 28,75 |
| Daarna..... | 28,50 | 31,10 | 32,90 |
| | Per maand R | Per maand R | Per maand R |
| Handelsreisiger, man: | | | |
| Eerste jaar ondervinding..... | 233,75 | 255,00 | 269,90 |
| Tweede jaar ondervinding..... | 256,65 | 279,95 | 296,30 |
| Derde jaar ondervinding..... | 273,15 | 298,00 | 315,35 |
| Vierde jaar ondervinding..... | 297,30 | 324,30 | 343,20 |
| Daarna..... | 321,45 | 350,65 | 371,10 |
| Handelsreisiger, vrou: | | | |
| Eerste jaar ondervinding..... | 152,45 | 166,30 | 176,00 |
| Tweede jaar ondervinding..... | 177,85 | 194,05 | 205,35 |
| Derde jaar ondervinding..... | 200,75 | 218,95 | 231,75 |
| Vierde jaar ondervinding..... | 226,15 | 246,70 | 261,10 |
| Daarna..... | 254,10 | 277,20 | 293,35 |

DEEL B

Algemeen:

| | Vanaf datum van in- werking- treding van hierdie Ooreen- koms tot 12/12/79 | Vanaf 13/12/79 tot 12/12/80 | Vanaf 13/12/80 |
|--|---|--------------------------------------|-------------------|
| | Per week R | Per week R | Per week R |
| Voorman of toesighouer, gehaltebe- heerder en instruksie: | | | |
| (a) Gekwalifiseer..... | 54,95 | 59,95 | 63,45 |
| (b) Leerling: | | | |
| Eerste ses maande ondervin- ding..... | 40,15 | 43,75 | 46,30 |

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:

PART A

Clerical employees and travellers:

| | From date of coming into opera- tion of this Agree- ment to 12/12/79 | From 13/12/79 to 12/12/80 | From 13/12/80 |
|--------------------------------|---|------------------------------------|-------------------|
| | Per week R | Per week R | Per week R |
| Grade A clerk, male: | | | |
| First year of experience..... | 20,70 | 22,60 | 23,90 |
| Second year of experience..... | 25,70 | 28,05 | 29,65 |
| Third year of experience..... | 30,70 | 33,50 | 35,45 |
| Fourth year of experience..... | 35,65 | 38,90 | 41,15 |
| Thereafter..... | 45,75 | 49,90 | 52,80 |
| Grade A clerk, female: | | | |
| First year of experience..... | 18,85 | 20,55 | 21,75 |
| Second year of experience..... | 21,85 | 23,80 | 25,20 |
| Third year of experience..... | 24,90 | 27,15 | 28,75 |
| Fourth year of experience..... | 28,00 | 30,55 | 32,35 |
| Thereafter..... | 31,75 | 34,65 | 36,65 |
| Grade B clerk, male: | | | |
| First year of experience..... | 15,25 | 16,60 | 17,60 |
| Second year of experience..... | 19,60 | 21,40 | 22,60 |
| Third year of experience..... | 23,80 | 25,95 | 27,45 |
| Fourth year of experience..... | 28,00 | 30,55 | 32,35 |
| Thereafter..... | 39,90 | 43,50 | 46,05 |
| Grade B clerk, female: | | | |
| First year of experience..... | 15,25 | 16,60 | 17,60 |
| Second year of experience..... | 18,35 | 20,05 | 21,20 |
| Third year of experience..... | 21,55 | 23,50 | 24,85 |
| Fourth year of experience..... | 24,90 | 27,15 | 28,75 |
| Thereafter..... | 28,50 | 31,10 | 32,90 |
| | Per month R | Per month R | Per month R |
| Traveller, male: | | | |
| First year of experience..... | 233,75 | 255,00 | 269,90 |
| Second year of experience..... | 256,65 | 279,95 | 296,30 |
| Third year of experience..... | 273,15 | 298,00 | 315,35 |
| Fourth year of experience..... | 297,30 | 324,30 | 343,20 |
| Thereafter..... | 321,45 | 350,65 | 371,10 |
| Traveller, female: | | | |
| First year of experience..... | 152,45 | 166,30 | 176,00 |
| Second year of experience..... | 177,85 | 194,05 | 205,35 |
| Third year of experience..... | 200,75 | 218,95 | 231,75 |
| Fourth year of experience..... | 226,15 | 246,70 | 261,10 |
| Thereafter..... | 254,10 | 277,20 | 293,35 |

PART B

General:

| | From date of coming into opera- tion of this Agree- ment to 12/12/79 | From 13/12/79 to 12/12/80 | From 13/12/80 |
|---|---|------------------------------------|------------------|
| | Per week R | Per week R | Per week R |
| Foreman or male supervisor, quality controller and instructor: | | | |
| (a) Qualified..... | 54,95 | 59,95 | 63,45 |
| (b) Learner: | | | |
| First six months of experience | 40,15 | 43,75 | 46,30 |

| | Vanaf datum van in- werking- trekking van hierdie Ooreen- koms tot 12/12/79 | Vanaf 13/12/79 tot 12/12/80 | Vanaf 13/12/80 | | From date of coming into opera- tion of this Agree- ment to 12/12/79 | From 13/12/79 to 12/12/80 | From 13/12/80 |
|---|--|--------------------------------------|-------------------|--|---|------------------------------------|------------------|
| | Per week R | Per week R | Per week R | | Per week R | Per week R | Per week R |
| Tweede ses maande ondervinding..... | 47,55 | 51,85 | 54,85 | Second six months of experience..... | 47,55 | 51,85 | 54,85 |
| Daarna, die loon in (a) voorgeskrif, d.w.s..... | 54,95 | 59,95 | 63,45 | Thereafter, the wage specified in (a), i.e..... | 54,95 | 59,95 | 63,45 |
| Voorvrou of toesighoudster, gehaltebeheerder en instruksie: | | | | Forewoman or female supervisor, quality controller and instructor: | | | |
| (a) Gekwalifiseer..... | 36,80 | 40,10 | 42,45 | (a) Qualified..... | 36,80 | 40,10 | 42,45 |
| (b) Leerling: | | | | (b) Learner: | | | |
| Eerste ses maande ondervinding..... | 26,00 | 28,50 | 30,00 | First six months of experience..... | 26,00 | 28,50 | 30,00 |
| Tweede ses maande ondervinding..... | 31,15 | 33,95 | 35,95 | Second six months of experience..... | 31,15 | 33,95 | 35,95 |
| Daarna, die loon in (a) voorgeskrif, d.w.s..... | 36,80 | 40,10 | 42,45 | Thereafter, the wage specified in (a), i.e..... | 36,80 | 40,10 | 42,45 |
| Algemene werker: | | | | General worker: | | | |
| Man, 18 jaar en ouer..... | 25,40 | 27,70 | 30,00 | Male, 18 years of age and over.. | 25,40 | 27,70 | 30,00 |
| Man, onder 18 jaar..... | 21,30 | 23,20 | 25,20 | Male, under 18 years..... | 21,30 | 23,20 | 25,20 |
| Vrou..... | 21,30 | 23,20 | 25,20 | Female..... | 21,30 | 23,20 | 25,20 |
| Werknemer graad A, man: | | | | Grade A employee, male: | | | |
| (a) Gekwalifiseer..... | 40,15 | 43,75 | 46,30 | (a) Qualified..... | 40,15 | 43,75 | 46,30 |
| (b) Leerling: | | | | (b) Learner: | | | |
| Eerste jaar | | | | First year | | | |
| Eerste ses maande ondervinding..... | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding..... | 18,35 | 20,00 | 21,15 | Second six months of experience..... | 18,35 | 20,00 | 21,15 |
| Tweede jaar | | | | Second year | | | |
| Eerste ses maande ondervinding..... | 21,45 | 23,40 | 24,75 | First six months of experience... | 21,45 | 23,40 | 24,75 |
| Tweede ses maande ondervinding..... | 24,55 | 26,80 | 28,35 | Second six months of experience..... | 24,55 | 26,80 | 28,35 |
| Derde jaar | | | | Third year | | | |
| Eerste ses maande ondervinding..... | 27,70 | 30,20 | 31,90 | First six months of experience... | 27,70 | 30,20 | 31,90 |
| Tweede ses maande ondervinding..... | 30,80 | 33,55 | 35,50 | Second six months of experience..... | 30,80 | 33,55 | 35,50 |
| Vierde jaar | | | | Fourth year | | | |
| Eerste ses maande ondervinding..... | 33,90 | 36,95 | 39,05 | First six months of experience... | 33,90 | 36,95 | 39,05 |
| Tweede ses maande ondervinding..... | 37,00 | 40,35 | 42,65 | Second six months of experience..... | 37,00 | 40,35 | 42,65 |
| Daarna, die loon in (a) voorgeskrif, d.w.s..... | 40,15 | 43,75 | 46,30 | Thereafter, the wage specified in (a), i.e..... | 40,15 | 43,75 | 46,30 |
| Werknemer graad B, man: | | | | Grade B employee, male: | | | |
| (a) Gekwalifiseer..... | 26,00 | 28,50 | 30,00 | (a) Qualified..... | 26,00 | 28,50 | 30,00 |
| (b) Leerling: | | | | (b) Learner: | | | |
| Eerste jaar | | | | First year | | | |
| Eerste ses maande ondervinding..... | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding..... | 17,05 | 18,60 | 19,65 | Second six months of experience..... | 17,05 | 18,60 | 19,65 |
| Tweede jaar | | | | Second year | | | |
| Eerste ses maande ondervinding..... | 18,80 | 20,60 | 21,70 | First six months of experience... | 18,80 | 20,60 | 21,70 |
| Tweede ses maande ondervinding..... | 20,60 | 22,55 | 23,75 | Second six months of experience..... | 20,60 | 22,55 | 23,75 |
| Derde jaar | | | | Third year | | | |
| Eerste ses maande ondervinding..... | 22,40 | 24,55 | 25,85 | First six months of experience... | 22,40 | 24,55 | 25,85 |
| Tweede ses maande ondervinding..... | 24,20 | 26,50 | 27,90 | Second six months of experience..... | 24,20 | 26,50 | 27,90 |
| Daarna, die loon in (a) voorgeskrif, d.w.s..... | 26,00 | 28,50 | 30,00 | Thereafter, the wage specified in (a), i.e..... | 26,00 | 28,50 | 30,00 |
| (c) Indien bevorder tot werknemer graad A, man: | | | | (c) If advanced to Grade A employee, male: | | | |
| Eerste ses maande vanaf datum van bevordering... | 26,00 | 28,50 | 30,00 | First six months from date of advancement..... | 26,00 | 28,50 | 30,00 |
| Tweede ses maande vanaf datum van bevordering... | 33,90 | 36,95 | 39,05 | Second six months from date of advancement.... | 33,90 | 36,95 | 39,05 |
| Derde ses maande vanaf datum van bevordering... | 37,00 | 40,35 | 42,65 | Third six months from date of advancement..... | 37,00 | 40,35 | 42,65 |
| Daarna..... | 40,15 | 43,75 | 46,30 | Thereafter..... | 40,15 | 43,75 | 46,30 |
| Werknemer graad B, vrou: | | | | Grade B employee, female: | | | |
| (a) Gekwalifiseer..... | 26,00 | 28,50 | 30,00 | (a) Qualified..... | 26,00 | 28,50 | 30,00 |
| (b) Leerling: | | | | (b) Learner: | | | |
| Eerste jaar | | | | First year | | | |
| Eerste ses maande ondervinding..... | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding..... | 17,05 | 18,60 | 19,65 | Second six months of experience..... | 17,05 | 18,60 | 19,65 |
| Tweede jaar | | | | Second year | | | |
| Eerste ses maande ondervinding..... | 18,80 | 20,60 | 21,70 | First six months of experience... | 18,80 | 20,60 | 21,70 |
| Tweede ses maande ondervinding..... | 20,60 | 22,55 | 23,75 | Second six months of experience..... | 20,60 | 22,55 | 23,75 |
| Derde jaar | | | | Third year | | | |
| Eerste ses maande ondervinding..... | 22,40 | 24,55 | 25,85 | First six months of experience... | 22,40 | 24,55 | 25,85 |
| Tweede ses maande ondervinding..... | 24,20 | 26,50 | 27,90 | Second six months of experience..... | 24,20 | 26,50 | 27,90 |
| Daarna, die loon in (a) voorgeskrif, d.w.s..... | 26,00 | 28,50 | 30,00 | Thereafter, the wage specified in (a), i.e..... | 26,00 | 28,50 | 30,00 |
| Werknemer graad C, vrou: | | | | Grade C employee, female: | | | |
| (a) Gekwalifiseer..... | 19,20 | 20,95 | 22,15 | (a) Qualified..... | 19,20 | 20,95 | 22,15 |

| | Vanaf datum van in- werking- trekking van hierdie Ooreen- koms tot 12/12/79 | Vanaf 13/12/79 tot 12/12/80 | Vanaf 13/12/80 | | From date of coming into opera- tion of this Agree- ment to 12/12/79 | From 13/12/79 to 12/12/80 | From 13/12/80 |
|--|--|--------------------------------------|-------------------|--|---|------------------------------------|------------------|
| | Per week R | Per week R | Per week R | | Per week R | Per week R | Per week R |
| (b) Leerling: | | | | (b) Learner: | | | |
| <i>Eerste jaar</i> | | | | <i>First year</i> | | | |
| Eerste ses maande ondervinding. | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding | 15,90 | 17,35 | 18,35 | Second six months of experience | 15,90 | 17,35 | 18,35 |
| <i>Tweede jaar</i> | | | | <i>Second year</i> | | | |
| Eerste ses maande ondervinding. | 16,55 | 18,05 | 19,10 | First six months of experience... | 16,55 | 18,05 | 19,10 |
| Tweede ses maande ondervinding | 17,20 | 18,80 | 19,85 | Second six months of experience | 17,20 | 18,80 | 19,85 |
| <i>Derde jaar</i> | | | | <i>Third year</i> | | | |
| Eerste ses maande ondervinding. | 17,85 | 19,50 | 20,60 | First six months of experience... | 17,85 | 19,50 | 20,60 |
| Tweede ses maande ondervinding | 18,50 | 20,20 | 21,35 | Second six months of experience | 18,50 | 20,20 | 21,35 |
| Daarna, die loon in (a) voorge- skryf, d.w.s. | 19,20 | 20,95 | 22,15 | Thereafter, the wage specified in (a) | 19,20 | 20,95 | 22,15 |
| (c) Indien bevorder tot werknemer graad B, vrou: | | | | (c) If advanced to Grade B em- ployee, female: | | | |
| Eerste ses maande vanaf datum van bevordering.. | 19,20 | 20,95 | 22,15 | First six months from date of advancement..... | 19,20 | 20,95 | 22,15 |
| Tweede ses maande vanaf datum van bevordering.. | 22,60 | 24,70 | 26,05 | Second six months from date of advancement.... | 22,60 | 24,70 | 26,05 |
| Daarna..... | 26,00 | 28,50 | 30,00 | Thereafter..... | 26,00 | 28,50 | 30,00 |
| Breitegnikus: | | | | Knitting Technician: | | | |
| (a) Gekwalifiseer..... | 71,55 | 78,05 | 82,60 | (a) Qualified..... | 71,55 | 78,05 | 82,60 |
| (b) Leerling: | | | | (b) Learner: | | | |
| <i>Eerste jaar</i> | | | | <i>First year</i> | | | |
| Eerste ses maande ondervinding. | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding | 22,30 | 24,30 | 25,70 | Second six months of experience | 22,30 | 24,30 | 25,70 |
| <i>Tweede jaar</i> | | | | <i>Second year</i> | | | |
| Eerste ses maande ondervinding. | 29,30 | 31,95 | 33,85 | First six months of experience... | 29,30 | 31,95 | 33,85 |
| Tweede ses maande ondervinding | 36,35 | 39,65 | 41,95 | Second six months of experience | 36,35 | 39,65 | 41,95 |
| <i>Derde jaar</i> | | | | <i>Third year</i> | | | |
| Eerste ses maande ondervinding. | 43,35 | 47,30 | 50,05 | First six months of experience... | 43,35 | 47,30 | 50,05 |
| Tweede ses maande ondervinding | 50,40 | 55,00 | 58,20 | Second six months of experience | 50,40 | 55,00 | 58,20 |
| <i>Vierde jaar</i> | | | | <i>Fourth year</i> | | | |
| Eerste ses maande ondervinding. | 57,45 | 62,70 | 66,30 | First six months of experience... | 57,45 | 62,70 | 66,30 |
| Tweede ses maande ondervinding | 64,45 | 70,35 | 74,45 | Second six months of experience | 64,45 | 70,35 | 74,45 |
| Daarna, die loon in (a) voorge- skryf, d.w.s. | 71,55 | 78,05 | 82,60 | Thereafter, the wage specified in (a), i.e. | 71,55 | 78,05 | 82,60 |
| Drywer van motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van 'n sleepwa of -waens wat deur so- danige voertuig getrek word— | | | | Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle— | | | |
| (a) hoogstens 1 360 kg is..... | 25,40 | 27,70 | 30,00 | (a) does not exceed 1 360 kg..... | 25,40 | 27,70 | 30,00 |
| (b) meer as 1 360 kg maar hoog- stens 2 720 kg is..... | 28,20 | 30,75 | 32,55 | (b) exceeds 1 360 kg but not 2 720 kg..... | 28,20 | 30,75 | 32,55 |
| (c) meer as 2 720 kg is..... | 39,05 | 42,60 | 45,10 | (c) exceeds 2 720 kg..... | 39,05 | 42,60 | 45,10 |
| Patroongradeerder: | | | | Pattern grader: | | | |
| (a) Gekwalifiseer..... | 55,25 | 60,30 | 63,80 | (a) Qualified..... | 55,25 | 60,30 | 63,80 |
| (b) Leerling: | | | | (b) Learner: | | | |
| <i>Eerste jaar</i> | | | | <i>First year</i> | | | |
| Eerste ses maande ondervinding. | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding | 20,25 | 22,10 | 23,35 | Second six months of experience | 20,25 | 22,10 | 23,35 |
| <i>Tweede jaar</i> | | | | <i>Second year</i> | | | |
| Eerste ses maande ondervinding. | 25,25 | 27,55 | 29,15 | First six months of experience... | 25,25 | 27,55 | 29,15 |
| Tweede ses maande ondervinding | 30,25 | 33,00 | 34,90 | Second six months of experience | 30,25 | 33,00 | 34,90 |
| <i>Derde jaar</i> | | | | <i>Third year</i> | | | |
| Eerste ses maande ondervinding. | 35,25 | 38,45 | 40,65 | First six months of experience... | 35,25 | 38,45 | 40,65 |
| Tweede ses maande ondervinding | 40,25 | 43,90 | 46,45 | Second six months of experience | 40,25 | 43,90 | 46,45 |
| <i>Vierde jaar</i> | | | | <i>Fourth year</i> | | | |
| Eerste ses maande ondervinding. | 45,25 | 49,40 | 52,20 | First six months of experience.. | 45,25 | 49,40 | 52,20 |
| Tweede ses maande ondervinding | 50,25 | 54,85 | 58,00 | Second six months of experience | 50,25 | 54,85 | 58,00 |
| Daarna, die loon in (a) voorge- skryf, d.w.s. | 55,25 | 60,30 | 63,80 | Thereafter, the wage specified in (a), i.e. | 55,25 | 60,30 | 63,80 |
| Patroonmaker: | | | | Pattern maker: | | | |
| (a) Gekwalifiseer..... | 71,55 | 78,05 | 82,60 | (a) Qualified..... | 71,55 | 78,05 | 82,60 |
| (b) Leerling: | | | | (b) Learner: | | | |
| <i>Eerste jaar</i> | | | | <i>First year</i> | | | |
| Eerste ses maande ondervinding. | 15,25 | 16,60 | 17,60 | First six months of experience... | 15,25 | 16,60 | 17,60 |
| Tweede ses maande ondervinding | 22,30 | 24,30 | 25,70 | Second six months of experience | 22,30 | 24,30 | 25,70 |
| <i>Tweede jaar</i> | | | | <i>Second year</i> | | | |
| Eerste ses maande ondervinding. | 29,30 | 31,95 | 33,85 | First six months of experience.... | 29,30 | 31,95 | 33,85 |
| Tweede ses maande ondervinding | 36,35 | 39,65 | 41,95 | Second six months of experience | 36,35 | 39,65 | 41,95 |
| <i>Derde jaar</i> | | | | <i>Third year</i> | | | |
| Eerste ses maande ondervinding. | 43,35 | 47,30 | 50,05 | First six months of experience... | 43,35 | 47,30 | 50,05 |
| Tweede ses maande ondervinding | 50,40 | 55,00 | 58,20 | Second six months of experience | 50,40 | 55,00 | 58,20 |

| | Vanaf datum van in- werking- trekking van hierdie Ooreen- koms tot 12/12/79 | Vanaf 13/12/79 tot 12/12/80 | Vanaf 13/12/80 |
|---|--|--------------------------------------|-------------------|
| | Per week R | Per week R | Per week R |
| <i>Vierde jaar</i> | | | |
| Eerste ses maande ondervinding. | 57,45 | 62,70 | 66,30 |
| Tweede ses maande ondervinding | 64,45 | 70,35 | 74,45 |
| Daarna, die loon in (a) voorge- skryf, d.w.s. | 71,55 | 78,05 | 82,60 |

(2) *Spanleiers*.—Benewens die lone bereken ingevolge subklousule (1), moet 'n werknemer van wie daar vereis word om die werksaamhede van 'n spanleier te verrig, 'n bykomende R2 per week ontvang en betaal word terwyl hy aldus werksaam is.

(3) *Kontrakgrondslag*.—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 (5), vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 9 op hom van toepassing is, of minder, gewerk het.

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

(a) Alle werknemers wat gedurende die tydperk 1 Januarie tot 31 Maart van die kalenderjaar vir 'n verhoging in aanmerking kom, moet dié verhogings toegestaan word met ingang van die betaalweek waarin 15 Februarie van die jaar val.

Wanneer 'n werknemer gedurende genoemde betaalweek nie in diens is nie, word hy op die verhoging geregtig met ingang van die datum waarop hy in diens geneem word.

(b) Net so 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 van elke kalenderjaar verskuldig word, aan die werknemers toegestaan word met ingang van die betaalweek waarin 15 Mei, 15 Augustus en 15 November binne die onderskeie tydperke val.

(c) Wanneer bereken word of 'n werknemer vir 'n verhoging in aanmerking kom, moet alle tydperke van afwesigheid van die werk bygereken word, uitgesonderd afwesigheid sonder betaling vir 'n ononderbroke tydperk van meer as vier agtereenvolgende betaalweke en ten opsigte waarvan volledige besonderhede omtrent 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 verstrekk is.

(5) *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, of bo en behalwe sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor—

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

(b) of 'n stygende loonskaal wat 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 die volgende betaal:

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

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

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

(6) *Nagskofbesoldiging*.—Benewens die besoldiging in subklousule (1) voorgeskryf, moet 'n werknemer ten opsigte van elke nagskof wat in 'n 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.

| | From date of coming into operation of this Agreement to 12/12/79 | From 13/12/79 to 12/12/80 | From 13/12/80 |
|---|--|------------------------------------|------------------|
| | Per week R | Per week R | Per week R |
| <i>Fourth year</i> | | | |
| First six months of experience... | 57,45 | 62,70 | 66,30 |
| Second six months of experience | 64,45 | 70,35 | 74,45 |
| Thereafter, the wage specified in (a), i.e. | 71,55 | 78,05 | 82,60 |

(2) *Set leaders*.—In addition to the wages computed in terms of subclause (1), any employee when called upon to perform the duties of a set leader, shall receive and be paid an additional R2 per week whilst so employed.

(3) *Basis of contract*.—For the purposes 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 subclause (1) read with subclause (5) 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 1 January to 31 March of the calendar year shall be granted such increases with effect from the pay week in which 15 February of such year falls. When an employee is not in employment during the said pay week he shall become entitled to the increase with effect from the date he is employed.

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

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

(5) *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,

as prescribed in subclause (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 subclause (1) for the higher class:

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

(6) *Night-shift remuneration*.—In addition to the remuneration prescribed in subclause (1), an employee shall in respect of each night-shift worked in any week be paid an additional 10 per cent on such remuneration in respect of any hours falling outside the ordinary daily hours of the establishment.

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

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

(a) vir minstens die aantal gewone weeklikse werkure in klousule 9 (1) vir 'n werknemer van sy klas voorgeskryf; of

(b) vir minstens die aantal gewone werkure wat sy werkgewer vereis waar sodanige aantal gewone werkure minder is as die ure in klousule 9 (1) voorgeskryf:

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

5. BETALING VAN BESOLDIGING

(1) Geen bepaling in hierdie Ooreenkoms mag die loon verminder nie wat onmiddellik voor die datum van inwerkintreding van hierdie Ooreenkoms aan 'n werknemer betaal is of waarop 'n werknemer op sodanige datum geregtig was terwyl dié werknemer by dieselfde werkgewer in diens is. Hierdie subklousule is ook van toepassing op 'n werknemer wie se diens deur sodanige werkgewer beëindig word na die datum van die inwerkintreding van hierdie Ooreenkoms en wat weer deur dié werkgewer in diens geneem word.

Vir die toepassing hiervan omvat "Ooreenkoms" alle wysings van die Ooreenkoms.

(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 wat opgeplak is ooreenkomstig regulasie 7 (5) kragtens die Wet, maar nie later as 17h30 nie. Alle tyd wat verloop ná die gewone werkure en die tyd waarop betaling gedoen word, word geag oortyd te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling geskied gedurende die 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 werkgewer ooreengekom het, en dié tyd moet gedurende die gewone kantoorure van die bedryfsinrigting val, maar hoogstens 24 uur na die gewone betaaldag.

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

(c) Ingeval die dienskontrak beëindig word op 'n ander werkdag as die gewone betaaldag van die bedryfsinrigting, moet alle lone of ander geld 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 totdat hy betaal word.

(3) *Loonkoeverte*.—Alle lone moet aan die werknemers oorhandig word in verseëlde koeverte waarop die volgende voorkom: Die naam van die werknemer, sy fabrieksnummer, die naam van die werkgewer, die getal ure deur die werknemer gewerk, asook sy voorgeskrewe weeklikse loonskaal, aftrekkings gedoen ingevolge subklousule (4) en klousule 12 (d.w.s. korttyd), en die tydperk waarvoor betaling geskied.

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

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is anders as op versoek of op las van sy werkgewer, 'n pro rata-bedrag vir tyd wat werklik verlore gegaan het;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir 'n spaar- en/of vakansiefonds: Met dien verstande dat die aanvang of voortsetting van 'n spaar- en/of vakansiefonds onderworpe is aan die goedkeuring van die Raad, nadat die werkgewer daartoe ingestem het om sodanige geld wat van sy werknemer se loon afgetrek is, in 'n trustfonds te stort wat onder toesig van die Raad staan;

(c) heffings ingevolge klousule 22 en bydraes tot die siektebystandfonds ingevolge klousule 26 van hierdie Ooreenkoms;

(d) enige bedrag wat 'n werkgewer ingevolge 'n ordonansie of regsproses namens 'n werknemer moet betaal;

(7) 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 subclause (1) for a supervisor.

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

(a) not less than the ordinary weekly numbers of hours prescribed in clause 9 (1) for an employee of his class; or

(b) not less than the number of ordinary hours of work required by his employer where such number of ordinary hours is less than that prescribed in clause 9 (1):

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

5. 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 subclause 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 purposes 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 17h30. 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 pay-day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

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

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

(c) 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, the name of the employer, the number of hours worked by the employee, his prescribed weekly wage rate, deductions made in terms of subclause (4) and of clause 12 (i.e. short-time), and the period in respect of which payment is made.

(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;

(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 Council, after the employer has agreed to deposit such moneys deducted from his employee's wages in a trust fund under the supervision of the Council;

(c) levies in terms of clause 22 and sick 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) waar 'n werkgewer 'n skêr aan sy werknemer verskaf het, kan 'n weeklikse paalement van hoogstens 30c afgetrek word totdat die koste wat die werkgewer aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgewer terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;

(f) aftrekkings ten opsigte van tee (of ander drank) ooreenkomstig klousule 13 van hierdie Ooreenkoms;

(g) waar daar weens 'n onklaarraking van masjinerie of weens 'n ander oorsaak buite beheer van die bestuur geen werk vir 'n werknemer beskikbaar is nie, kan 'n werkgewer 'n pro rata-bedrag aftrek vir tyd van meer as twee uur wat velore 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;

(i) bedrae ten opsigte van geld wat teen die werknemer se loon voorgeskiet is;

(j) bedrae ten opsigte van terugbetalings op behuisinglenings waarvoor voorsiening gemaak word in klousule 8 (5) van die Voorsorgfondsooreenkoms van die Raad;

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

(l) bedrae ten opsigte van bydraes tot pensioenfondse goedgekeur deur die Registrateur van Pensioenfondse.

(5) Werkgewers wat hul werknemers van goedere van welke 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) en klousule 12, en geen aftrekkings mag gedoen word ten opsigte van goedere wat gedurende die vervaardigingsproses per ongeluk beskadig mag word nie.

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

(7) Geen werkgewer mag 'n premie, geldelike of ander vergoeding vra of aanneem vir die opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema ten opsigte waarvan daar reghens van die werkgewer vereis word om by te dra nie.

(8) Wanneer werk tot 'n stilstand kom of onderbreek word in die hele of 'n gedeelte van 'n bedryfsinrigting weens skade veroorsaak deur 'n brand, storm of oorstrooming, moet 'n werkgewer aan alle werknemers wat daardeur geraak word, lone tot 'n maksimum van twee weke betaal: Met dien verstande dat sodanige betaling moet insluit ten opsigte van diensopsegging wat ingevolge klousule 18 van hierdie Ooreenkoms verskuldig mag wees: Voorts met dien verstande 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 verlore gegaan het vir die werknemers wat daardeur geraak word. Hierdie subklousule is ook van toepassing op 'n werknemer wat op die datum van sodanige brand, storm of oorstrooming ingevolge klousule 18 (8) van hierdie Ooreenkoms op proef in diens was.

6. TYDREGISTERS

(1) Elke werkgewer moet tot tevredeheid van die Raad 'n halfoutomatiese tydregistreerklok of 'n ander tydregistreerstelsel verskaf, en moet bo redelike twyfel die werklike tyd vasstel waarin 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) Elke werknemer moet persoonlik registreer ooreenkomstig die metode wat in die bedryfsinrigting gevolg word, en geen werknemer mag vir 'n ander werknemer in dié bedryfsinrigting registreer nie.

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

7. LOONAANSPORING, STUKWERK EN TAAKWERK

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

(e) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding 30c 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) deductions in respect of tea (or other beverage) in terms of 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;

(i) deductions for cash advanced against wages;

(j) deductions in respect of repayments on housing loans provided for in clause 8 (5) of the Provident Fund Agreement of the Council;

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

(l) deductions for contributions to pension funds approved by the Registrar of Pension Funds.

(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 subclause (4), and clause 12 and no deduction shall be made in respect of goods that may have been accidentally spoiled during the manufacturing process.

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

(7) No employer shall charge, nor shall he accept, any premium, monetary or other compensation for the training of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(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 subclause shall also apply to any employee who as at the date of such fire, storm or flood is employed on trial in terms of clause 18 (8) of this Agreement.

6. TIME RECORDS

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

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

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

(4) All time cards, or other types of records, shall in accordance with the requirements of section 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) Geen werkgewer mag 'n werknemer vir stukwerk of 'n ander vorm van loonaansporing in diens neem nie, uitgesonderd op ondergenoemde voorwaardes:

(a) Geen werknemer mag in 'n week minder betaal word nie as die minimum loon waarop hy ooreenkomstig klousule 4 van hierdie Ooreenkoms geregtig sou gewees het as hy bloot as tydwerker in diens was;

(b) die Sekretaris van die Raad moet binne sewe dae vanaf die invoering van stukwerk of 'n ander vorm van loonaansporing, in kennis gestel word van die invoering daarvan;

(c) 'n lys van die stukwerksskale en, in die geval van 'n ander vorm van loonaansporing, 'n staat wat duidelik uiteensit hoe bonusbetalings bereken sal word, moet onverwyld vertoon en opgeplak gehou word op 'n opvallende plek waartoe die werknemers gereedelik toegang het en dié lys en/of staat moet op die plek deur 'n agent van die Raad onderteken word;

(d) die werknemers wat deur 'n loonaansporingskema, uitgesonderd gewone stukwerk, geraak word, het die reg om 'n werkkomitee van twee te kies (of dié addisionele getal waartoe die werkgewer instem) en ingeval 'n werkkomitee aangestel word, moet volle besonderhede van die werklike werking van die skema aan die komitee beskikbaar gestel word;

(e) volle besonderhede van die loonaansporingskema, met vermelding van die werksaamhede wat geraak word, die werkwaardes en die punte waarmee daar by die berekening van die werkwaardes rekening gehou word, moet deur die werkgewer bygehou word, en waar veranderings aangebring word, moet die registers van die vorige stelsel vir 'n tydperk van een jaar ná sodanige verandering bewaar word;

(f) geen besonderhede van die loonaansporingskema mag verander word met die doel om die verdienste van die betrokke werknemers sonder toestemming van die werkkomitee (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 veranderings wat gedurende 'n proeftydperk van drie maande ná die inwerking-treding van die skema aangebring word nie.

Stukwerksskale mag nie sonder die toestemming van die Raad verminder word nie;

(g) geen loonaansporingskema mag vir 'n tydperk van meer as een maand ná 'n proeftydperk van drie maande voortgesit word sonder dat 'n vergunningcertifikaat eers van die Raad verkry is nie.

8. GETALVERHOUDING

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

(2) *Breisters*.—'n Werkgewer mag nie 'n ongekwalifiseerde breister in diens neem nie tensy hy 'n gekwalifiseerde breister in sy diens het, en vir elke gekwalifiseerde breister mag daar hoogstens twee ongekwalifiseerde breisters in diens wees.

(3) *Breier se assistent*.—'n Werkgewer mag nie 'n breier se assistent in diens hê nie, tensy hy 'n gekwalifiseerde breier of breister in sy diens het.

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

(5) Vir die toepassing van subklousules (1) en (2), 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 in meer as een bedryfsinrigting aldus geag mag word nie.

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

(a) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 12 Desember 1979—

(i) minstens 30 persent van dié werknemers 'n loon van R26 of meer per week betaal;

(ii) minstens 25 persent van dié werknemers 'n loon van R19,20 of meer per week betaal; en

(iii) hoogstens 45 persent van dié werknemers 'n loon van minder as R19,20 per week betaal;

(b) vanaf 13 Desember 1979 tot 12 Desember 1980—

(i) minstens 30 persent van dié werknemers 'n loon van R28,50 of meer per week betaal;

(ii) minstens 25 persent van dié werknemers 'n loon van R20,95 of meer per week betaal; en

(iii) hoogstens 45 persent van dié werknemers 'n loon van minder as R20,95 per week betaal;

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

(a) 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;

(b) the Secretary of the Council must within seven days of the introduction of any piece-work or other form of wage incentive be notified of the introduction thereof;

(c) 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;

(d) the employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a works committee of two (or such additional numbers as may be agreed to by the employer), and in the event of a works committee being appointed, full details of the actual operation of the scheme shall be made available to the committee;

(e) 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;

(f) 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 three months after the coming into operation of the scheme.

Piece-work rates shall not be reduced without the consent of the Council;

(g) 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 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 purposes of subclauses (1) and (2), an unqualified knitter receiving not less than the wage of a qualified knitter shall be deemed to be a qualified knitter.

(5) For the purposes of subclauses (1) and (2), 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)—

(a) from the date of coming into operation of this Agreement to 12 December 1979—

(i) not less than 30 per cent of such employees a wage of R26 per week or more;

(ii) not less than 25 per cent of such employees a wage of R19,20 per week or more;

(iii) not more than 45 per cent of such employees a wage lower than R19,20 per week;

(b) from 13 December 1979 to 12 December 1980—

(i) not less than 30 per cent of such employees a wage of R28,50 per week or more;

(ii) not less than 25 per cent of such employees a wage of R20,95 per week or more;

(iii) not more than 45 per cent of such employees a wage lower than R20,95 per week;

(c) vanaf 13 Desember 1980—

- (i) minstens 30 persent van dié werknemers 'n loon van R30 of meer per week betaal;
- (ii) minstens 25 persent van dié werknemers 'n loon van R22,15 of meer per week betaal; en
- (iii) hoogstens 45 persent van dié werknemers 'n loon van minder as R22,15 per week betaal.

(7) Ingeval die getelsverhouding van werknemers in 'n bedryfsinrigting te eniger tyd nie aan die bepalinge van subklousule (6) voldoen nie, moet die werkgever onmiddellik ander werknemers teen die vereiste voorgeskrewe loon in diens neem of, indien sodanige werknemers nie beskikbaar is nie—

(a) die voorgeskrewe lone van genoeg werknemers in die gelede van sy laer besoldigde werknemers permanent en in volgorde van hul ondervinding verhoog ten einde die getelsverhouding van die werknemers wat ingevolge subklousule (6) vereis word, te verkry en te handhaaf; en

(b) as alternatief en as 'n tydelike maatregel, die lone van genoeg werknemers in die gelede van sy laer besoldigde werknemers in volgorde van hul ondervinding verhoog, en sodanige werknemers moet teen die hoër lone in diens gehou word solank hy dit nodig vind om die voorgeskrewe getelsverhouding van sy werknemers te verkry en te handhaaf, en sodanige tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

(8) Vir die toepassing van hierdie klousule word algemene werkers, handelsreisigers, klerke graad A en B, drywers van motorvoertuie en werktuigkundiges uitgesluit.

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—

(a) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, 'n algemene werker wat as 'n ketelbediener en 'n wag of oppasser in diens is:

(i) 4½ uur, uitgesonderd etenspouses, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt en 'n half uur op 'n dag tussen die ure 07h30 en 18h00;

(b) in die geval van 'n skofwerker:

(i) 4½ uur, uitgesonderd etenspouses, maar met inbegrip van ruspouses, in 'n week vanaf Sondag tot en met Saterdag;

(ii) nege uur op 'n dag waar twee skofte daaglik, en agt uur op 'n dag waar drie skofte daaglik in 'n bedryfsinrigting gewerk word;

(c) in die geval van 'n algemene werker wat as 'n ketelbediener in diens is:

(i) 46 uur, uitgesonderd etenspouses, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag;

(ii) nege en 'n kwart uur op 'n dag;

(d) in die geval van 'n algemene werker wat as 'n wag of oppasser in diens is:

(i) 72 uur in 'n week;

(ii) 12 uur op 'n dag.

(2) *Werkure moet agtereenvolgend wees.*—Alle werkure op 'n dag, uitgesonderd etenspouses en ruspouses soos in hierdie klousule bepaal, moet agtereenvolgend wees.

(3) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspouse toestaan van minstens—

(a) 15 minute so na doenlik aan die middel van elke werktydperk in die voormiddag;

(b) 10 minute so na doenlik aan die middel van elke werktydperk in die namiddag;

waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en dié pouse word geag deel van die gewone werkure te wees: Met dien verstande dat hierdie klousule nie van toepassing is op 'n handelsreisiger, 'n algemene werker wat 'n handelsreisiger bystaan, 'n drywer van 'n motorvoertuig, 'n algemene werker wat as 'n wag of oppasser in diens is en 'n algemene werker wat goedere of boodskappe buitekant die bedryfsinrigting van sy werkgever aflewer nie: Voorts met dien verstande dat waar daar daaglik drie skofte in 'n bedryfsinrigting gewerk word, sodanige ruspouses nie aan 'n skofwerker toegestaan hoef te word nie, mits hy gratis voorsien word van 'n koppie tee so na doenlik aan die middel van elke skof, en dié tee genuttig word terwyl hy op sy pos is.

(c) from 13 December 1980—

- (i) not less than 30 per cent of such employees a wage of R30 per week or more;
- (ii) not less than 25 per cent of such employees a wage of R22,15 per week or more;
- (iii) not more than 45 per cent of such employees a wage lower than R22,15 per week.

(7) In the event of the ratio of employees in terms of subclause (6) 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 subclause (6); 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 purposes of this clause, general workers, travellers, Grade A and B clerks, motor vehicle drivers and mechanics 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—

(a) in the case of an employee other than a shift worker, a general worker engaged as a boiler attendant and a watchman or caretaker:

(i) 4½ hours, excluding meal breaks, but including rest intervals, in any week from Monday to Friday inclusive;

(ii) eight and a half hours on any day between the hours 07h30 and 18h00;

(b) in the case of a shift worker:

(i) 4½ hours, excluding meal breaks, but including rest intervals, in any week from Sunday to Saturday inclusive;

(ii) nine hours on any day where two shifts are employed daily and eight hours on any day where three shifts are employed daily in any establishment;

(c) in the case of a general worker engaged as a boiler attendant:

(i) 46 hours, excluding meal breaks, but including rest intervals, in any week from Monday to Friday, inclusive;

(ii) nine and one quarter hours on any day;

(d) in the case of a general worker engaged as a watchman or caretaker:

(i) 72 hours in any week;

(ii) 12 hours on any day.

(2) *Hours of work to be consecutive.*—All working hours in any day shall, except for meal breaks 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—

(a) 15 minutes as near as practicable to the middle of each morning work period;

(b) 10 minutes as near as practicable to 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 general worker assisting a traveller, a motor vehicle driver, a general worker engaged as a watchman or caretaker and a general worker 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) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur nie, en in die pouse mag nie van dié werknemer vereis of mag hy nie toegelaat word om te werk nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneen te loop;

(ii) as sodanige pouse langer as een uur duur, die tydperk langer as een uur geag word werkure te wees;

(iii) waar twee of drie skofte daagliks in 'n bedryfsinrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute per skof toegestaan moet word of een etenspouse van minstens 30 minute per skof en daar gedurende dié pouses nie van die werknemer vereis of hy nie toegelaat mag word om te werk nie.

(5) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing op handelsreisigers en algemene werkers wat handelsreisigers bystaan nie: Met dien verstande dat in die geval van 'n algemene werker wat as 'n wag of oppasser in diens is daar nie van hom vereis of hy nie toegelaat mag word om meer as ses dae aaneen te werk sonder 'n diensvrye dag met volle besoldiging nie: Voorts met dien verstande dat die werkgewer, in plaas van sy algemene werker wat as 'n wag of oppasser in diens is so 'n dag vry van diens toe te staan, die betrokke werknemer die loon kan betaal wat hy sou ontvang het indien hy nie op so 'n dag gewerk het nie, plus 'n bedrag minstens gelyk aan sy dagloon ten opsigte van so 'n dag wat nie toegestaan was nie. Subklousules (2), (3) en (4) is nie van toepassing op 'n werknemer wat noodwerk verrig of masjinerie opknop en herstel wat nie gedurende die gewone werkure gedoen kan word nie.

10. OORTYDWERK

(1) *Oortydwerk.*—(a) *Werknemers, uitgesonderd skofwerkers.*—Alle tyd gewerk wat meer is as die gewone daaglikse of weeklikse ure voorgeskryf in klousule (9) (1) (a), (c) en (d) of voor 07h30 en na 18h00 op Maandag tot Vrydag, uitgesonderd in die geval van 'n algemene werker wat as 'n ketelbediener of as 'n wag of oppasser in diens is, word geag oortydwerk te wees.

(b) *Skofwerkers.*—Alle tyd gewerk wat meer is as die gewone daaglikse of weeklikse werkure in klousule 9 (1) (b) voorgeskryf, word geag oortydwerk te wees.

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

(b) *Vroulike werknemers:*

(i) *Daaglikse, weeklikse en jaarlikse beperkings.*—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om vóór 06h00 of na 18h00 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) 10 uur in 'n week;
- (ab) twee uur op 'n dag;
- (ac) drie agtereenvolgende dae;
- (ad) 60 dae in 'n jaar.

(ii) *Kennis van oortydwerk moet aan werknemers gegee word.*—Geen oortydwerk 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—

- (aa) die vorige dag kennis daarvan aan sodanige werknemer gee; of
- (ab) sodanige werknemer van 'n voldoende ete voorsien voordat sy met oortydwerk moet begin; of
- (ac) sodanige werknemer 'n toelae van 50c betaal om haar in staat te stel om 'n ete te bekom voordat die oortydwerk begin.

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

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

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

(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 that—

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

(ii) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work;

(iii) where two or three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than 15 minutes per shift or one meals interval of not less than 30 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 and general workers assisting travellers: Provided that in the case of a general worker engaged as a watchman or caretaker, he shall not be required or permitted to work for more than six days consecutively without being granted a day off duty on full pay: Provided further that the employer may, in lieu of granting his general worker engaged as a watchman or caretaker any such day off, pay the employee concerned the wage which he would have received if he had not worked on such day plus an amount of not less than his daily wage in respect of such day not granted. The provisions of subclauses (2), (3) and (4) shall not apply to an employee engaged on emergency work or in the overhauling and repair of machinery which cannot be performed during the regular working hours.

10. OVERTIME

(1) *Overtime.*—(a) *Employees other than shift workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (a), (c) and (d) or before 07h30 and after 18h00 on Monday to Friday, except in the case of a general worker engaged as a boiler attendant or as a watchman or caretaker, shall be deemed to be overtime.

(b) *Shift workers.*—All time worked in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (b) shall be deemed to be overtime.

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

(b) *Female employees:*

(i) *Daily, weekly and annual limits.*—No employer shall require or permit a female employee to work before 06h00 or later than 18h00 on any day, nor shall he require or permit such employee to work overtime for more than—

- (aa) 10 hours in any week;
- (ab) two hours on any day;
- (ac) three consecutive days;
- (ad) 60 days in any year.

(ii) *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—

- (aa) has given notice thereof to such employee the previous day; or
- (ab) provides such employee with an adequate meal before she has to commence overtime; or
- (ac) pays such employee an allowance of 50c 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 that during any portion of any such period as is referred to in paragraph (b) or (c) any such employee did not actually work in his employment, the presumption established by this subclause shall not apply in respect of that employee in relation to that period.

(4) Oortyd loop daagliks op en moet dag vir dag bereken word as tyd gewerk ná voltooiing van die gewone daaglikse werke van 'n bedryfsinrigting. Vir alle oortydwerk van korter duur as 15 minute wat 'n werknemer moet werk, moet as 'n kwartier se oortydwerk betaal word.

(5) *Rusdag*.—'n Werkgewer moet aan elkeen 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 word nie deel van die gewone werke te wees wat in klousule 9 (1) (b) voorgeskryf word nie.

(6) Oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd handelsreisigers en algemene werkers wat handelsreisigers bystaan.

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

(1) *Oortydwerk*.—'n Werkgewer moet sy werknemer wat 'n loon van minder as R3 600 per jaar ontvang ten opsigte van alle oortyd wat hy gewerk het, minstens die volgende betaal:

(a) As hy 'n tydwerker is, een en 'n half maal sy minimum weekloon soos in klousule 4 (1) voorgeskryf, gedeel deur 42½, vir elke uur of gedeelte van 'n uur aldus gewerk;

(b) as hy 'n stukwerker is, een en 'n half maal sy stukwerkloon;

(c) as hy 'n algemene werker is wat as 'n ketelbediener in diens is, een en 'n half maal sy minimum weekloon, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;

(d) as hy 'n algemene werker is wat as 'n wag of oppasser in diens is, een en 'n half maal sy minimum weekloon, gedeel deur 72, vir elke uur of gedeelte van 'n uur aldus gewerk;

Met dien verstande dat waar 'n werknemer 'n loon van R3 600 per jaar of meer ontvang, sy werkgewer hom ten opsigte van alle oortyd wat hy gewerk het, moet betaal teen 'n skaal van een en 'n derde maal sy minimum voorgeskrewe uurloon vir elke uur of gedeelte van 'n uur aldus gewerk en in die geval van 'n stukwerker teen 'n skaal van een en 'n derde maal sy stukwerkloon.

(2) *Werk op Saterdag*.—(a) Geen werk mag op Saterdag verrig word sonder dat die toestemming van die Raad vooraf verkry is nie. Die Raad kan dié voorwaardes neerlê wat hy goedgevind.

(b) Behoudens paragraaf (c) van hierdie subklousule, moet alle tyd wat op Saterdag gewerk word geag word oortydwerk te wees waarvoor daar ooreenkomstig subklousule (1) betaal moet word.

(c) In die geval van onderhoudspersoneel moet vir oortyd wat op Saterdag gewerk word soos volg betaal word:

Werknemers wat minder as R3 600 per jaar verdien.—Een en 'n half maal die werknemer se voorgeskrewe minimum uurloon vir elke uur of gedeelte van 'n uur aldus gewerk tot 12h00 en dubbel 'n werknemer se voorgeskrewe minimum uurloon vir elke uur of gedeelte van 'n uur aldus gewerk na 12h00.

Werknemers wat R3 600 en meer per jaar verdien.—Een en 'n derde maal die werknemer se voorgeskrewe minimum uurloon vir elke uur of gedeelte van 'n uur aldus gewerk.

(d) Waar daar van 'n werknemer vereis of hy toegelaat word om op 'n Saterdag te werk, moet die werkgewer die betrokke werknemer 'n reistoelae van minstens 40c betaal. Hierdie subklousule is nie van toepassing op skofwerkers nie.

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

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

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

(b) minstens een en 'n half maal sy gewone uurloon ten opsigte van elke uur op sodanige Sondag gewerk, en hom dan binne sewe dae vanaf sodanige Sondag een werkdag, en wel 'n ander dag as 'n Saterdag of 'n Sondag, as 'n vakansiedag toe-

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

(5) *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) (b).

(6) Overtime shall apply to all employees in an establishment, except travellers and general workers assisting travellers.

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

(1) *Overtime*.—An employer shall pay to his employee in receipt of a wage of less than R3 600 per annum in respect of all overtime worked by him not less than—

(a) if a time worker, one and one-half times his minimum weekly wage as prescribed in clause (4) (1) divided by 42½ for each hour or part of an hour so worked;

(b) if a piece-worker, one and one-half times his piece-work rates;

(c) if a general worker employed as a boiler attendant, one and one-half times his minimum weekly wage divided by 46 for each hour or part of an hour so worked;

(d) if a general worker employed as a watchman or caretaker, one and one-half times his minimum weekly wage divided by 72 for each hour or part of an hour so worked;

Provided that where an employee is in receipt of a wage of R3 600 per annum or more, his employer shall pay him in respect of all overtime worked by him at the rate of one and one-third times his minimum prescribed hourly wage for each hour or part of an hour so worked and in the case of a piece-worker at the rate of one and one-third times his piece-work rate.

(2) *Saturday work*.—(a) No work shall be performed on any Saturday without the prior permission of the Council which may impose such conditions as it may deem fit.

(b) Subject to paragraph (c) of this subclause, any time worked on a Saturday shall be deemed to be overtime and paid for in accordance with subclause (1).

(c) In the case of maintenance personnel, overtime worked on a Saturday shall be paid for as follows:

Employees earning less than R3 600 per annum.—One and one-half times the employee's prescribed minimum hourly wage for each hour or part of an hour so worked up to 12h00 and double the employee's prescribed minimum hourly wage for each hour or part of an hour so worked after 12h00.

Employees earning R3 600 per annum and over.—One and one-third times the employee's prescribed minimum hourly wage for each hour or part of an hour so worked.

(d) Where an employee is required or permitted to work on a Saturday, his employer shall pay the employee concerned a travelling allowance of not less than 40c.

The provisions of this subclause shall not apply to shift-workers.

(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 to the employee—

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

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

(b) pay the employee not less than one and one-half 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

staan en hom ten opsigte daarvan minstens agt en 'n half uur se besoldiging betaal: Met dien verstande dat, vir die toepassing van hierdie subklousule, 'n stukwerker minstens die ekwivalente bedrag betaal moet word waarop hy geregtig sou gewees het as hy as 'n tydwerker werksaam was.

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

Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartsdag, Geloftedag, Kersdag, Gesinsdag, Nuwejaarsdag, Setlaarsdag en Krugerdag.

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

(6) *Paasnaweek*.—Geen werk mag ná 13h00 op die dag onmiddellik voor Goeie Vrydag verrig word nie, en die werknemers moet die namiddag vry gegee word as 'n vakansiehalfdag met besoldiging.

Die werknemer moet vir sodanige namiddag volle betaling ontvang ten opsigte van die ure wat gewoonlik op Donderdagmiddag gewerk word. Waar daar op sodanige vakansiehalfdag met besoldiging gewerk word, moet die werknemers, benewens betaling vir sodanige vakansiehalfdag, ook oortydbetaling ontvang vir tyd ná 13h00 gewerk.

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

(8) Die bepalinge ten opsigte van oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd handelsreisigers en algemene werkers wat handelsreisigers bestaan.

12. KORTTYD

(1) 'n Werkgewer moet voor die dag waarop en met ingang waarvan hy voornemens is om korttyd te laat werk al die betrokke werknemers daarvan in kennis stel deur 'n kennisgewing of kennisgewings op te plak op 'n opvallende plek wat aan werknemers in alle seksies of afdelings van die betrokke bedryfsinrigting goed bekend en geredelik vir hulle toeganklik is.

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

(3) 'n Werknemer, afgesien daarvan of hy op 'n tyd- of stukwerkgrondslag werksaam is, wat hom op 'n bepaalde dag by die bedryfsinrigting aanmeld, op las van die werkgewer of sy verteenwoordiger, is daarop geregtig om minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig klousule 4 (1) te ontvang.

13. VERSKAFFING VAN TEE EN ANDER DRANKE

(1) Waar tee (of ander drank) deur die werkgewer verskaf word, kan hoogstens een sent per koppie van die loon van die werknemers afgetrek word: Met dien verstande dat die meerderheid van die werknemers in enige bedryfsinrigting ingestem het om tee (of ander drank) te neem.

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

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

14. INDIENSNEMING VAN SEKERE PERSONE

VERBODE

(1) *Persones onder die ouderdom van 15 jaar*.—Geen werkgewer mag iemand onder die ouderdom van 15 jaar in diens neem nie.

(2) *Vroue in sekere beroepe*.—(a) Van 'n vroulike algemene werknemer mag nie vereis word of sy mag nie toegelaat word om 'n pakket of baal met 'n massa van meer as 10 kg te verskuif nie.

(b) Van 'n vrou mag nie vereis word en sy mag nie toegelaat word om 'n strykster met 'n massa van meer as 4 kg te gebruik nie.

thereof not less than eight and one-half hours' remuneration: Provided that for the purposes of this subclause, a piece worker shall be paid not less than the equivalent amount to which he would have been entitled had he been employed as a time-worker.

(4) *Public holidays*.—An employee shall be entitled to leave on full pay in respect of the following public holiday, 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, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Settlers' Day and Kruger Day.

(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 13h00 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-holiday, the employee shall, in addition to payment for such half-holiday, receive payment for time worked after 13h00 at overtime rates.

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

(8) Overtime shall apply to all employees in an establishment, except travellers and general workers assisting travellers.

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

13. PROVISION OF TEA AND OTHER BEVERAGES

(1) Where tea (or other beverage) is provided by the employer, a deduction of not more than one cent per cup may be made from the wages of the employees: Provided that the majority of employees in any establishment has agreed to accept tea (or other beverage).

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

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

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 occupation*.—(a) A female general worker shall not be required or permitted to move any parcel or bale of more than 10 kg in mass.

(b) A female shall not be required or permitted to use an iron of more than 4 kg in mass.

(3) *Nie-lede van vakvereniging*.—'n Werknemer wat nie 'n lid van die vakvereniging is nie, mag nie langer as een maand deur 'n lid van die werkgewersorganisasies in diens geneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op—

(a) klerke; of

(b) 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van die vakvereniging sonder 'n afdoende rede geweier is en wat binne 30 dae ná sodanige weiering by die Raad aansoek gedoen het om vrystelling van hierdie klousule;

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

(d) 'n immigrant gedurende die eerste jaar ná die datum van sy aankoms 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, hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) *Jaarlikse verlof*.—Behoudens subklousule (7) moet elke werknemer tussen 15 Desember elke jaar en 14 Januarie die volgende jaar, minstens drie agtereenvolgende weke en een werkdag jaarlikse verlof toegestaan word wat uit onderstaande bestaan en moet hy ten opsigte van sodanige verlof soos volg betaal word:

(a) In die geval van 'n werknemer wat op die laaste dag waarop sy verlof kan begin, minstens een jaar ononderbroke diens by sy werkgewer voltooi het—

(i) 13 gewone werkdade teen volle besoldiging;

(ii) Kersdag, Gesinsdag en Nuwejaarsdag as openbare vakansiedae met besoldiging ooreenkomstig klousule 11 (4) van hierdie Ooreenkoms;

(iii) wanneer Geloftedag binne die jaarlikse verloftydperk val moet dit ingevolge klousule 11 (4) van hierdie Ooreenkoms ook as 'n openbare vakansiedag met besoldiging gevier word, wat die jaarlikse verloftydperk aldus met een dag verleng;

(b) in die geval van 'n werknemer wat op die sluitingsdatum van die bedryfsinrigting vir die voorgeskrewe jaarlikse verloftydperk nie een jaar ononderbroke diens by sy werkgewer voltooi het nie en wie se diens nie beëindig is nie—

(i) vir elke voltooide maand diens in daardie jaar 'n bedrag gelyk aan een dag se loon; plus

(ii) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse verloftydperk gesluit is—Geloftedag, Kersdag, Gesinsdag en Nuwejaarsdag—'n bedrag gelyk aan een dag se loon ten opsigte van elke sodanige vakansiedag:

Met dien verstande dat by diensbeëindiging 'n werknemer besoldiging in plaas van verlof moet ontvang wat soos volg bereken word:

Een dag se loon ten opsigte van elke voltooide maand diens bereken vanaf 15 Desember in die vorige jaar of vanaf die datum van indiensneming, naamlik die kortste tydperk: Voorts met dien verstande dat 'n werkgewer nie enige dag verlof met besoldiging wat aan sodanige werknemer toegestaan is bo en behalwe die getal dae verlof met besoldiging wat hy ingevolge hierdie subklousule aan die werknemer moes betaal, van sodanige dae verlof met besoldiging mag aftrek nie.

(2) *Openbare vakansiedae met besoldiging*.—(a) Benewens die openbare vakansiedae met besoldiging wat gewoonlik binne die jaarlikse verloftydperk val, naamlik Kersdag, Gesinsdag en Nuwejaarsdag, is elke werknemer geregtig op en moet verlof met vollebesoldiging en moet dit aan hom toegestaan word op Geloftedag, Goëie Vrydag, Paasmaandag, Republiekdag, Hemelvaartsdag, Setlaarsdag en Krugerdag.

(b) Waar 'n werknemer se diens eindig onmiddellik voor enigeen van die openbare vakansiedae met besoldiging wat in subklousule (2) (a) genoem word, is hy geregtig op besoldiging vir sodanige openbare vakansiedag mits dit binne 'n verlangde 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, naamlik die kortste tydperk) moet gevoeg word by die datum

(3) *Non-members of trade union*.—No members of the employers' organisations shall give employment for a period of longer than one month to any employee who is not a member of the trade union: Provided that the provisions of this subclause shall not apply to—

(a) clerical employees; or

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

(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*.—Subject to the provisions of subclause (7), every employee shall between 15 December of each year and 14 January of the following year be granted at least three consecutive weeks' and one working day's annual leave made up as follows and shall in respect of such leave be paid:

(a) In the case of an employee who on the latest day on which he can commence leave has completed at least one year's continuous employment with his employer—

(i) 13 ordinary working days at full wage;

(ii) Christmas Day, Boxing Day and New Year's Day as paid public holidays in accordance with clause 11 (4) of this Agreement;

(iii) 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.

(b) in the case of an employee who on the date of closing of the establishment for the prescribed annual leave period has not completed one year's continuous employment with his employer and whose employment has not been terminated—

(i) for each completed month of employment in that year an amount equal to one day's pay; plus

(ii) 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:

Provided that 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 employment calculated from 15 December of the previous year or from the date of engagement, whichever is the shorter period: Provided further that an employer shall not set off against such days of paid leave any days of paid leave granted such employee in excess of the number of days' paid leave he was required to pay the employee in terms of this subclause.

(2) *Paid public holidays*.—(a) 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, Settlers' Day and Kruger Day.

(b) Where an employee's employment terminates immediately before any of the paid public holidays mentioned in subclause (2) (a), 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 employment (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

waarop die werknemer se diens eindig, en indien 'n openbare vakansiedag met besoldiging binne sodanige bygevoegde tydperk val, moet daarvoor betaal word: Met dien verstande dat—

(i) waar die diens van 'n werknemer op 'n tydstip gedurende Desember in 'n jaar deur sy werkgever beëindig word om redes uitgesonderd ontslag sonder kennisgewing, om 'n regsgeldige rede soos in klousule 18 (1) (a) bedoel, sodanige werknemer een dag se loon betaal moet word ten opsigte van elkeen van die openbare vakansiedae in subklousule (1) (a) bedoel wat na die datum van diensbeëindiging val;

(ii) waar 'n werknemer sy werkgever kennis gee dat hy voornemens is om sy diens te enige tyd gedurende Desember in 'n jaar te beëindig, dié werknemer nie geregtig is op betaling ten opsigte van die openbare vakansiedae met besoldiging in subklousule (1) (a) genoem nie, tensy dié openbare vakansiedae met besoldiging binne 'n verlengde tydperk val wat bereken is op die wyse hierin uiteengesit.

(c) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartsdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Gesinsdag 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.

(d) Ingeval 'n openbare vakansiedag met besoldiging op 'n Sondag val, moet dit die volgende dag gevier word.

(e) Ingeval enigeen van die vakansiedae met besoldiging in subklousule (1) (a) (ii) en in paragraaf (a) hiervan bedoel, op 'n Saterdag val, moet 'n werkgever sy werknemer wat nie op sodanige dag werk nie, vyf en 'n half uur se loon betaal, benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk vanaf die Maandag tot die Vrydag wat sodanige Saterdag onmiddellik voorafgaan.

(f) Wanneer 'n werknemer werk op 'n openbare vakansiedag met besoldiging wat op 'n Saterdag val, moet betaling vir sodanige dag ooreenkomstig subklousule (2) (c) geskied, plus, daarbenewens, een en 'n half maal sy uurloon vir elke uur op sodanige Saterdag gewerk.

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

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

(a) die datum waarop die werknemer in sy werkgever se diens getree het; of

(b) die datum waarop 'n werknemer wat ooreenkomstig die vorige Ooreenkoms verlof met volle besoldiging toegestaan is, op sodanige verlof ooreenkomstig sodanige Ooreenkoms geregtig geword het, naamlik die jongste datum.

(5) 'n Werkgever mag nie korttyd aftrek wanneer hy die tydperk van diens bereken wat 'n werknemer vir jaarlikse verlof ooreenkomstig subklousule (1) in aanmerking laat kom nie.

(6) Waar 'n werknemer van die werk weggeby het om 'n ander rede as dié in subklousule (9) bedoel, moet sodanige tydperk van afwesigheid nie as diens ingevolge subklousule (1) geag word nie.

(7) *Klerke, graad A en B, onderhoudspersoneel en algemene werkers wat as wagte of oppassers in diens is.*—'n Werkgever kan onderling met sy klerke graad A en B, onderhoudspersoneel en algemene werkers wat as wagte of oppassers in diens is reëlings tref om hul jaarlikse verlof te neem gedurende 'n ander tydperk as dié tussen 15 Desember en die daaropvolgende 14 Januarie, soos in subklousule (1) in hierdie klousule bepaal, en in so geval is sodanige werknemer geregtig op minstens drie agtereenvolgende weke verlof wat toegestaan moet word binne drie maande na die einde van die jaar diens waarop dit betrekking het.

which the employee's employment terminates and if any paid public holiday falls within such added period it shall be paid for: Provided that—

(i) where the employment of an employee is terminated by his employer at any time during December of any year for reasons other than dismissal without notice for any good cause recognised by law as sufficient, as referred to in clause 18 (1) (a), such employee shall be paid one day's pay in respect of each of the public holidays referred to in subclause (1) (a) which falls after the date of termination of employment;

(ii) 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 subclause (1) (a) unless such paid public holidays fall within an extended period calculated in the manner set out herein.

(c) Whenever an employee works on Good Friday, Easter Monday, Republic Day, Ascension 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.

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

(e) In the event of any of the paid holidays referred to in subclause (1) (a) (ii) and in paragraph (a) hereof falling on 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.

(f) Whenever an employee works upon a paid holiday falling upon a Saturday, payment for any such day shall be in terms of subclause (2) (e), plus, in addition, one and one-half 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 subclause (1) hereof, his pay in respect of leave not later than the last working day before the commencement of the said period and any amount paid to an employee in terms of subclause (1) or subclause (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 purposes 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 this 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 purposes 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 an employee for annual leave in terms of subclause (1).

(6) Where an employee has absented himself from work for any reason other than that referred to in subclause (9), such period of absence shall not be considered as employment in terms of subclause (1).

(7) *Grade A and B clerks, maintenance personnel and general workers engaged as watchmen or caretakers.*—An employer may make mutual arrangements with his Grade A and B clerks, maintenance personnel and general workers engaged as watchmen or caretakers to take their annual leave at a period other than between 15 December and the ensuing 14 January, as provided for in subclause (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) *Verlof en diensopsegging mag nie saamval nie.*—Behalwe in die geval van maandeliks besoldigde werknemers gedurende die maande Desember en Januarie, mag die tydperk van jaarlikse verlof van 'n werknemer nie saamval met 'n tydperk waarin 'n werknemer onder diensopsegging is of hy militêre diens verrig nie.

(9) 'n Tydperk waarin 'n werknemer—

(a) ingevolge subklousule (1) met verlof is; of

(b) afwesig is vir militêre diens van hoogstens vier maande, wat in daardie jaar verrig word;

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

(d) van die werk afwesig is weens siekte, of weens die feit dat geen vrou in 'n bedryfsinrigting mag werk en geen werkgever van 'n vrou mag vereis of haar mag toelaat om in sy bedryfsinrigting te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke ná geboorte eindig nie (indien die kind doodgebore word of sterf vóór die verstrikking van agt weke ná die geboorte hou hierdie subklousule op om van toepassing te wees vanaf 'n datum wat deur die Raad vasgestel word);

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

(i) paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae, as die werknemer wat nie 'n werknemer is soos in subparagraaf (ii) bedoel nie, versuim om op versoek van die werkgever aan die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê met die strekking dat hy weens siekte verhinder is om sy werk te verrig, of nie van toepassing is nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae is;

(ii) van 'n werknemer van wie se werkgever ingevolge 'n 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 om 'n sertifikaat van 'n mediese praktisyn voor te lê ten opsigte van 'n tydperk van afwesigheid in subparagraaf (i) bedoel nie.

(10) *Jaarlikse verloftydperk moet vooraf bekend gemaak word.*—Minstens een kalendermaand kennis van die werklike datum waarop die jaarlikse verloftydperk aan die einde van die jaar begin, moet deur die werkgever gegee word deur 'n toepaslike kennisgewing in die fabriek op te plak op 'n opvallende plek wat gereedlik vir sy werknemers toeganklik is.

(11) *Verlenging van jaarlikse verloftydperk.*—'n Werkgever is nie daarop geregtig om die jaarlikse verloftydperk in subklousule (1) van hierdie klousule bedoel te verleng sonder dat die toestemming van die Raad vooraf verkry is nie en die Raad kan dié voorwaardes neerlê wat hy goeëndink.

16. INDIENSNEMING, OORPLASING EN DIENSBEEÏNDIGING

(1) *Dienskaart moet by indiensneming getoon word.*—Behoudens subklousule (7), moet 'n werkgever, voordat hy iemand wat om werk aansoek doen in diens neem, van die aansoeker vereis om 'n dienskaart te toon wat deur die Raad uitgereik is in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms.

Die werkgever moet by indiensneming die naam van sy fabriek, die datum van indiensneming, die beroep en die loon by indiensneming dadelik inskryf in die ruimte wat verskaf word vir "latere ondervinding", en hy moet die kaart veilig bewaar sodat daarmee te bestemder tyd ooreenkomstig subklousule (2) gehandel kan word wanneer die diens van die werknemer beëindig word.

Geen werkgever mag 'n werknemer wat kragtens hierdie Ooreenkoms daarop geregtig is om 'n siekefondskartaat te besit nie in diens neem nie, tensy sodanige werknemer aan die werkgever dié lidmaatskapkaart toon wat deur die Siekefonds van die Kaapse Klerasienerwerheid uitgereik is, as bewys dat sodanige werknemer lid van daardie Fonds is.

By die ondiensneming van sodanige werknemer moet die werkgever onverwyld die naam van die fabriek en die datum van indiensneming inskryf in die ruimte wat daarvoor in 'n sodanige kaart verskaf word en die kaart onmiddellik daarna aan die werknemer terugbesorg.

By die beëindiging van sodanige werknemer se diens moet die werknemer op die dag van sodanige beëindiging genoemde lidmaatskapkaart wat deur die Siekefonds uitgereik is, aan die werkgever oorhandig, en die werkgever moet in die ruimte wat daarvoor verskaf word, die datum van diensbeëindiging inskryf en sodanige datum parafereer.

Indien die dienskaart toon dat die werknemer weer tot die Nywerheid toetree na 'n bevalling, mag die werkgever nie die werknemer toelaat om te begin werk voordat 'n nageborte sertifikaat ingevolge subklousule (7) ingedien is nie.

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

(9) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) is absent on military service 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 the birth, the provisions of this subclause shall cease to apply as from the date fixed by the Council)—

shall be deemed to be employment for the purposes of subclauses (1) and (2): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in subparagraph (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 12 months of employment which is in excess of 30 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 subparagraph (i).

(10) *Advance notice of annual leave period.*—At least one calendar month's notice of the actual date of the end of the year leave 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.

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

16. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

(1) *Service cards to be produced on engagement.*—Subject to the provisions of subclause (7), an employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form of Annexure A to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, occupation and wage on engagement and shall retain the card in safe-keeping so that it can in due course be dealt with in terms of subclause (2) 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 card unless such employee has produced to the employer such membership card 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 card the name of the factory and the date of engagement, and shall immediately thereafter hand the card 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 card issued by the Sick Fund and the employer shall in the space provided enter the date of termination and shall initial such date in the space provided.

If the service card shows that the employee is re-entering the Industry after confinement, the employer shall not permit the employee to commence work until a post-natal certificate has been produced in terms of subclause (7).

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

(3) *Prosedure wanneer werknemer nie 'n dienskaart indien nie.*—Die werkgever moet onmiddellik by indiensneming 'n aansoek vorm soos in Aanhangsel B van hierdie Ooreenkoms voorgeskryf, deur die voornemende werknemer laat invul en dit heg aan die weeklikse opgawe van indiensneming soos in subklousule (4) hieronder bedoel.

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

(5) *Kennis van oorplasinge moet gegee word.*—Elke werkgever moet die Raad binne vyf dae na die einde van elke kalendermaand in kennis stel van alle gevalle waar werknemers van die een beroep na 'n ander oorgeplaas is, en die kennisgewings moet wees in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. As daar geen oorplasinge was nie, moet 'n "Nul"-opgawe ingedien word.

Die werkgever moet ingeslyks oorplasinge aanteken op die onderskeie diensverslagkaarte van alle werknemers wat daardeur geraak word.

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

(7) *Prosedure wanneer werknemer diens verlaat weens 'n bevalling en daarna diens hervat.*—Waar 'n werknemer se diensbeëindig word weens 'n bevalling, moet hierdie feit op haar dienskaart aangeteken word soos in subklousule (2) hierbo bepaal.

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

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

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

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

(8) *Prosedure waar 'n werknemer kennis terugtrek.*—Waar 'n werknemer kennis van sy voorneme om sy dienskontrak te beëindig, terugtrek nadat hy sodanige kennis ingedien het, moet die werkgever die betrokke werknemer verplig om sodanige terugtrekking te erken en te bevestig in die vorm van Aanhangsel F van hierdie Ooreenkoms.

17. REGISTERKAARTE EN OOREENKOMS

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

- (a) Fabrieksnommer van werknemer.
- (b) Naam.
- (c) Geslag.
- (d) Adres.
- (e) Ouderdom.
- (f) Beroep.
- (g) Datum van diensaanvaarding.
- (h) Vorige ondervinding.
- (i) Nommer van dienssertifikaat of diensverslagkaart.
- (j) Aanvangsloon.
- (k) Verhogingsdatums.

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

(3) *Procedure when employee does not produce a service card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall attach same to the weekly return of engagements referred to in subclause (4) hereunder.

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

(5) *Transfer 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 service record cards of each employee affected.

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

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

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

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

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

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

(8) *Procedure where an employee withdraws notice.*—Where an employee withdraws notice of his intention to terminate his contract of employment after having tendered such notice, the employer shall require the employee concerned to acknowledge and confirm such withdrawal in the form of Annexure F to this Agreement.

17. RECORD CARDS 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.

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

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

18. DIENSBEËINDIGING

(1) Kennisgewingstermyn.—Behoudens—

(a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(b) 'n skriftelike ooreenkoms tussen die werkgever en sy werknemers waarin voorsiening gemaak word vir 'n kennisgewingstermyn van gelyke duur aan albei kante en langer as een week of een maand, na gelang van die geval; en

(c) subklousule (8);

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 gee van sy voorneme om die dienskontrak te beëindig.

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

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

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

bereken 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 agtereenvolgende kalenderdae, beëindiging van die dienskontrak, tensy die werknemer binne sodanige ses dae die werkgever voorsien het van 'n doktersertifikaat wat sy onvermoë bevestig, om sy gewone werk te verrig, en in dié geval moet die werkgever binne drie dae na ontvangs van sodanige sertifikaat die werknemer in kennis stel dat hy sy betrekking oop sal hou totdat die werknemer in staat is om te werk of aan sodanige werknemer skriftelik kennis gee van diensbeëindiging. Van 'n werkgever wat versuim om die werknemer se betrekking oop te hou of om binne sodanige drie dae kennis van diensbeëindiging te gee, word vereis dat hy die 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 wat op 'n Vrydag by sy werk aanwesig is, vanaf die eersvolgende Maandag, d.w.s. die Saterdag en Sondag tussenin word buite rekening gelaat by die berekening van die tydperk van afwesigheid van ses agtereenvolgende kalenderdae.

(3) Indien die geld wat 'n werkgever aan 'n werknemer by wyse van lone skuld onvoldoende is om die volle bedrag te betaal van die verbeuring in subklousule (2), bedoel, is die werkgever daarop geregtig om, ondanks andersluidende bepalings in hierdie Ooreenkoms, sodanige bedrag af te trek van ander voordele (as daar is) wat vir sodanige werknemer ten tyde van die beëindiging van sy dienskontrak aan die ophoop was.

Vir die toepassing van hierdie subklousule word besoldiging wat ingevolge klousule 15 (1), (2) en (3) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook beskou as 'n voordeel wat aan die ophoop is.

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

(5) Datum van inwerkingtreding van kennisgewing:

(a) *Weekliks besoldigde werknemers.*—Kennis moet gegee word voor of op die dag waarop die werkweek van die bedryfsinrigting eindig, en sodanige kennisgewing loop vanaf sodanige dag, afgesien daarvan of sodanige dag die gereelde betaaldag van die bedryfsinrigting is of nie.

(b) *Maandeliks besoldigde werknemers.*—Kennis moet gegee word te eniger tyd vóór die gewone sluitingstyd van die bedryfsinrigting op die laaste werkdag van die kalendermaand en sodanige kennis loop vanaf die eerste dag van die daaropvolgende maand.

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

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

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 cause recognised by law as sufficient;

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

(c) the provisions of subclause (8);

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

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

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

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

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

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

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be sufficient to meet the full amount of forfeiture referred to in subclause (2) 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 purposes of this subclause any payment which may be due to an employee in terms of clause 15 (1), (2) and (3) of this Agreement shall also be regarded as a benefit in the process of accrual.

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

(5) Date of coming into operation of notice:

(a) *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.

(b) *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) Vir die toepassing van hierdie klousule beteken 'n week kennisgewing 'n werkweek van 46 uur in die geval van 'n ketelbediener, 72 uur in die geval van 'n wag of oppasser, en 42½ uur in die geval van alle ander werknemers, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoudsbepaling is van toepassing op die tydperk van kennisgewing soos voorgeskryf of waaroor onderling ooreengekom is ingevolge subklousule (4).

(7) Waar korttyd in 'n bedryfsinrigting gewerk word, moet kennis van diensbeëindiging ooreenkomstig (a) of (b) hiervan gegee word:

(a) 'n Werknemer kan sy dienskontrak beëindig deur aan sy werkgever dieselfde getal dae kennis te gee as wat in die week voor die kennisgewingweek gewerk is; en

(b) 'n werkgever wat korttyd werk, moet insgelyks kennis aan 'n werknemer gee om sy dienskontrak te beëindig.

(8) Proeftydperke:

(a) *Weeklikse werknemers.*—Hierdie klousule is nie van toepassing ten opsigte van die eerste week nadat diens aanvaar is nie. Sodanige week word geag 'n proeftydperk te wees waarin die diens deur die werkgever of die werknemer beëindig kan word deur vier uur kennis te gee.

(b) *Maandelikse werknemers.*—Hierdie klousule is nie gedurende die eerste vier weke diens van toepassing nie. Sodanige vier weke word geag 'n proeftydperk te wees waarin die diens deur die werkgever of die werknemer beëindig kan word deur 24 uur kennis te gee.

19. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet en subklousule (2), kan die Raad om 'n afdoende rede aan of ten opsigte van enige persoon vrystelling verleen van enigen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigen aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag bly: Met dien verstande dat die Raad na goeie dink, nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word 'n sertifikaat, deur hom onderteken, uitreik waarin vermeld word—

(a) die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop dié vrystelling verleen word; en

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

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

(5) 'n Werknemer wat werk 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 wat deur die Raad goedgekeur is, moet vir alle vroulike werknemers verskaf word.

21. GEREEDSKAP EN MATERIAAL

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

22. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever weekliks drie sent aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 14de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, 8000, stuur.

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

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

(6) For the purposes 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 subclause (4).

(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 worked in the week preceding the notice week; and

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

(8) Trial periods:

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

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

19. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act and the provisions of subclause (2), 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.

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

(a) the full name of the person concerned;

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

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

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

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

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

20. SEATING ACCOMMODATION

Seats with suitable back rests, approved 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 making clothing.

22. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct three 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 14th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, 8000.

(2) Every 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 UNION REPRESENTATIVES ON THE COUNCIL

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

24. AGENTE

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

(a) 'n perseel of plek waar die Klerasienywerheid uitgeoefen word, te eniger tyd te betree, te inspekteer en te ondersoek, wanneer hy redelike gronde het om te glo dat iemand daarin in diens is;

(b) elke werkgewer of werknemer wat hy in of by die perseel of plek aantref, na goeddunke, of alleen of in teenwoordigheid van ander persone, mondeling te ondervra met betrekking tot aangeleenthede aangaande hierdie Ooreenkoms, en hulle moet die vrae beantwoord wat deur genoemde agent gestel word;

(c) te eis dat 'n kennisgewing, boek, lys of ander dokumente wat gehou, vertoon of gemaak moet word vir doeleindes van registers wat nodig is vir die nakoming van die bepalings van hierdie Ooreenkoms, getoon word en om dit te ondersoek, na te gaan en afskrifte daarvan te maak op 'n wyse wat hy ter uitvoering van sy pligte nodig mag ag;

(d) te eis dat alle betaalstate, stukwerkregisters of 'n ander boek of boeke waarin aantekening gehou word van die werklike lone wat betaal is aan 'n werknemer wie se lone in hierdie Ooreenkoms bepaal word, getoon moet word en om dit te ondersoek, na te gaan en 'n afskrif daarvan te maak.

(2) Wanneer die agent sodanige plek betree of so 'n plek of boeke ondersoek of nagaan, soos hierbo in hierdie klousule bedoel, 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 werkgewer in die Nywerheid mag werk uitbestee om vervaardig te word nie, uitgesonderd in 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en hy mag ook van niemand vereis of hom toelaat om werk in die Nywerheid ten behoeve van homself te verrig nie, uitgesonderd of—

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

(b) as 'n werknemer van 'n ander werkgewer in die Nywerheid aan wie werk ooreenkomstig klousule 28 van hierdie Ooreenkoms uitbestee is in verband met die sny, maak en afwerk van klere.

(2) Vir die toepassing van hierdie klousule beteken 'n "werkgewer in die Nywerheid" ook 'n persoon wat nie self 'n vervaardiger is nie maar wat werk uitbestee aan ander wat, as dit verrig word op die perseel van die persoon wat die werk uitbestee, werk binne die Klerasienywerheid soos omskryf sou uitmaak. Vir die toepassing van hierdie subklousule omvat "werk uitbestee" die uitreiking van materiaal met die doel om dié materiaal in kledingstukke of gedeeltes van kledingstukke te verwerk.

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

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

26. SIEKEFONDS

Klousule 26 van die Hofooreenkoms van die Raad of die ooreenstemmende bepalings van 'n ooreenkoms wat laasgenoemde Ooreenkoms vervang, is *mutatis mutandis* op die werkgewers en die werknemers van toepassing.

27. VAKVERENIGINGLEDEGELD

'n Werkgewer moet op die skriftelike versoek van sy werknemer 'n bedrag of bedrae soos in genoemde skriftelike versoek gemeld, weekliks van die werknemer se besoldiging aftrek as ledegeld van die vakvereniging en moet sodanige bedrag of bedrae wat aldus afgetrek is, aan die sekretaris van genoemde vakvereniging stuur voor of op die 14de dag van elke maand wat onmiddellik volg op die maand waarin sodanige bedrae afgetrek is.

24. AGENTS

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

(a) enter, inspect and examine any premises of place in which the Clothing Industry is carried on, at any time when he has cause to believe that any person is employed therein;

(b) orally examine either along or in the presence of any other person, as he deems fit, in respect of matters relating to this Agreement, every employer or employee whom he finds in or about the premises or place, and these persons shall answer the questions put to them by the said agent;

(c) require the production of any notice, book, list or other 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;

(d) require the production of, 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 afore-mentioned in this clause, may take with him an interpreter or assistant appointed by the Council.

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

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

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

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

(b) as an employee of another employer in the Industry to whom work has been given out in accordance with clause 28 of this Agreement relating to cut, make and trim.

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

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

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

26. SICK FUND

The provisions of clause 26 of the Main Agreement of the Council, 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 14th day of each month immediately succeeding the month during which such deductions were made.

28. SNY, MAAK EN AFWERK

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

(1) As materiaal uitbestee word om tot kledingstukke verwerk te word deur iemand wat werksaam is in die gebied wat deur hierdie Ooreenkoms gedek word, is die minimum skale en voorwaardes voorgeskryf in hierdie klousule bindend vir die prinsipaal of aannemer.

(2) Vir die toepassing van hierdie klousule beteken—

(a) "prinsipaal" of "aannemer" 'n persoon, firma, maatskappy of vereniging van individue wat in die Klerasienywerheid, soos in hierdie Ooreenkoms omskryf, werk op kontrak uitbestee, of dié persoon, firma, maatskappy of vereniging van persone 'n werkgewer is al dan nie; die kort benaming "prinsipaal" moet in onderstaande subklousule geag word "prinsipaal" of "aannemer" te beteken;

(b) "verwerker" 'n persoon, firma, maatskappy of vereniging van individue wat onderneem om materiaal wat aan hom of hulle uitbestee is deur 'n prinsipaal of aannemer, soos in hierdie klousule omskryf, tot kledingstukke te verwerk.

(3) Betaling vir die verwerking van kledingstukke uit materiaal teen die minimum voorgeskrewe skaal, is verskuldig en moet by voltooiing van elke bestelling gedoen word.

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

(5) Die skale wat hierin voorgeskryf word, is vir materiaal wat op kontrak uitbestee word vir die verwerking van kledingstukke van standaardgroottes deur engeen wat werksaam is in die gebied waarin hierdie Ooreenkoms van toepassing is.

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

(7) Elke prinsipaal of aannemer en engeen aan wie werk op kontrak uitbestee word, moet die registers byhou wat voorgeskryf is in artikel 57 van die Wet op Nywerheidsversoenings, 1956, en in regulasie 8 ingevolge daardie Wet.

(8) Die minimum skale waarteen die prinsipaal die verwerker moet betaal vir die verwerking van klere, is dié gemeld in Aanhangsel I van die Ooreenkoms wat by Goewermentskennisgewing 429 van 9 Maart 1956 gepubliseer is, en hoegenaamd geen verminderings word toegelaat nie.

29. REGISTRASIE VAN WERKGEWERS

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

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

30. LOONWAARBORG

(1) Elke werkgewer wat tot die Nywerheid toetree na die datum waarop hierdie Ooreenkoms in werking tree, moet binne sewe dae vanaf die datum waarop sodanige werkgewer met werksaamhede in die Nywerheid begin, aan die Raad 'n waarborg verskaf, wat vir die Raad aanneemlik is, om die betaling vir sy werknemers soos volg te dek:

(a) Vier weke se lone soos voorgeskryf in klousule 4 (1);

(b) vier weke se heffings en bydraes ten opsigte van—

(i) heffings aan die Raad ingevolge klousule 22;

(ii) Siekefondsbydraes ingevolge klousule 26;

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 this Agreement, the minimum rates and conditions prescribed in this clause shall be binding upon the principal or contractor.

(2) For the purposes 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 this Agreement, whether or not such person, firm, company or association of individuals is an employer; the short term "principal" in the following subclause shall be deemed to imply "principal" or "contractor";

(b) "maker-up" shall mean any person, firm, company 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 purposes 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 this Agreement.

(6) 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 8 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 I to the Agreement published under Government Notice 429 of 9 March 1956.

29. REGISTRATION OF EMPLOYERS

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

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

30. WAGE GUARANTEE

(1) Every employer who enters the Industry after the date of coming into operation of this Agreement shall, within seven days of the date on which such employer commences operations in the Industry, lodge with the Council a guarantee acceptable to the Council to cover the payment in respect of his employees as follows:

(a) Four weeks' wages as prescribed in clause 4 (1);

(b) four weeks' levies and contributions in respect of—

(i) levies to the Council in terms of clause 22;

(ii) Sick Fund contributions in terms of clause 26;

- G. J. NEL, Sekretaris van die Raad.

- G. J. NEL, Secretary of the Council.

VERSLAG VAN ONDERVINDING

Namens Sekretaris

Benoemde.....
Vormnummer.....
Datum.....

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.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

Die Sekretaris
Nywerheidsraad vir die Klerasiennywerheid (Kaa)
Posbus 142
Soutrivier
7925

AANSOEK OM DIENSKAART VIR WERKNEMER

Familienaam van aanvrager.....
 Voornaam (voluit).....
 Voorheen bekend als.....
 Woonadres.....
 Huidige werkgever.....

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

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

[illegible]

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

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

Handtekening van aanvrager

Berekening van totale ondervinding.....jaar.....maande.....dae.

Berekening van totale onderverdeling Nagesien deur: jaar: _____ maande: _____ dae: _____

No. van diensverslagkaart uitgereik. Datum.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

WEEKLIKSE OPGAWE VAN INDIENSNEMINGS EN DIENSBEËINDIGINGS

Die Sekretaris

Nywerheidsraad vir die Klerasienywerheid (Kaap)

Posbus 142
Soutirivier

Soutrivier
7925

DEEL I.—INDIENSNEMINGS

[illegible]

DEEL II.—DIENSBEEINDIGINGS

| Familie-naam (nooiens- van moet tussen hakies gemeld word) | Voorname (voluit) | Adres | * Ras | † Geslag | ‡ Volwas- sene of jeugdige | Datum waarop diens beëindig is | Ambag of beroep | Loon | Diens- verslag- kaart- nommer | Naam van vorige werkgewer (as daar is) | Sieke- fonds- nommer (as daar is) | Opmer- kings |
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(Hierdie opgawe moet in tweevoud voorgelê word)

* B=Blanke, K=Kleurling, A=Asiër, S=Swarte; †M=Manlik, V=Vroulik; ‡V=Volwassene, J=Jeugdige.

Indien werknemer nie 'n dienskaart 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 ingang van die gespesifiseerde datums.

Handtekening van werkgewer of gemagtide agent

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

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

Naam van fabriek

MAANDELIKSE OPGAWES VAN OORPLASINGS IN BEROEP

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

| Diens- verslag- kaart- nommer | Familienaam (in blokletters) | Voorname (eerste naam voluit) | Geslag | Nooiens- van | Vorige beroep | Loon | Datum van oor- plasing | Nuwe beroep | Loon | Opmer- kings |
|--|------------------------------------|-------------------------------------|--------|-----------------|------------------|------|---------------------------------|----------------|------|-----------------|
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Datum..... 19.....

Handtekening van werkgewer

AANHANGSEL E

KENNISGEWING OM DIENS TE BEËINDIG

Werkgewer se naam.....
Adres.....

Werknemer se volle naam.....

Fabrieksnummer.....

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

Datum.....

Handtekening van werkgewer

Ontvangs erken deur.....

Handtekening van werknemer

Datum ontvang.....

Registrasienuommer indien kennisgewing per pos gegee word.....

Datum gepos.....

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

WERKNEMER SE KOPIE

AANHANGSEL F

ERKENNING—TERUGTREKKING VAN KENNISGEWING

Naam van werkgewer.....
 Adres.....
 Werknemer se volle naam.....
 Ek, die ondergetekende, erken en bevestig hierby dat ek die kennisgewing van my voorneme om my dienskontrak op.....
 19..... te beëindig, teruggetrek het.
 Datum..... Handtekening van werknemer.....

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OPGAWE VIR DIE MAAND..... 19.....

Aan:
 Die Sekretaris
 Nywerheidsraad vir die Klerasienywerheid (Kaap)
 Posbus 142
 Soutrivier
 7925
 Telefoon: 47-2000

Naam van firma.....
 Adres.....

| Werkgewers se bydraes | Getal werknemers gedurende week geëindig | | | | | Totaal | Tarief | Bedrag |
|--|--|--|--|--|--|--------|--------|--------|
| | | | | | | | | |
| Nywerheidsraadheffings..... | | | | | | | | |
| Siekfondsybydraes..... | | | | | | | | |
| Voorsorgfondsybydraes..... | | | | | | | | |
| Gebeurlikheidsfondsybydraes, waar van toepassing..... | | | | | | | | |
| Opleidingsfondsybydraes, waar van toepassing..... | | | | | | | | |
| Werknemers se bydraes | | | | | | | | |
| Nywerheidsraadheffings..... | | | | | | | | |
| Siekfondsybydraes..... | | | | | | | | |
| Voorsorgfondsybydraes..... | | | | | | | | |
| Terugbetalings van behuisingslenings soos per aangehegte gegewens..... | | | | | | | | |
| Vrywillige Voorsorgfondsybydraes soos per aangehegte bylae..... | | | | | | | | |
| Ons sluit hierby ons tjek in vir die tofale bedrag verskuldig..... | | | | | | | R | |

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

AANHANGSEL H

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

REGISTRASIE VAN BESIGHEID

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

Meneer,

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

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

| Name | Adres | Meld: Eienaar, direkteur, bestuurder of sekretaris |
|-------|-------|--|
| | | |
| | | |
| | | |

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

Handtekening van werkgewer.....

Factory No. (i) As at No.

[illegible]

(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

ANNEXURE C

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

Week ended

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

Employer

Address

PART I.—ENGAGEMENTS

| Surname (maiden name to be given in brackets) | First names (in full) | Address | * Race | † Sex | ‡ Adult or juvenile | Date engaged | Trade or occu- pation | Wages | Service Record Card No. | Name of previous employer (if any) | Sick Fund No. (if any) | Remarks |
|--|-----------------------------|---------|-----------|----------|------------------------------|-----------------|-----------------------------|-------|----------------------------------|---|---------------------------------|---------|
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PART II.—TERMINATION OF SERVICE

| Surname (maiden name to be given in brackets) | First names (in full) | Address | * Race | † Sex | ‡ Adult or juvenile | Date termina- ted | Trade or occu- pation | Wages | Service Record Card No. | Name of previous employer (if any) | Sick Fund No. (if any) | Remarks |
|--|-----------------------------|---------|-----------|----------|------------------------------|-------------------------|-----------------------------|-------|----------------------------------|---|---------------------------------|---------|
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(This return is required in DUPLICATE)

*W=White, C=Coloured, A=Asian, B=Black; †M=Male, F=Female, ‡A=Adult, J=Juvenile.

If employee is not able to produce a service card issued by the Council, and 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 authorised agent

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

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

Name of factory

MONTHLY RETURN OF TRANSFERS IN OCCUPATION

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

| Service Record Card No. | Surname (in block letters) | First names (in full) | Sex | Maiden names | Previous occupation | Wage | Date of transfer | New occupation | Wage | Remarks |
|-------------------------------|----------------------------------|--------------------------|-----|-----------------|------------------------|------|---------------------|-------------------|------|---------|
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Date 19

Signature of employer

ANNEXURE E

NOTICE TO TERMINATE EMPLOYMENT

Employer's name.....
 Address.....
 Employee's name in full.....
 Factory No.....

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

Date.....

Receipt acknowledged by..... Signature of employer

Date received..... Signature of employee

Registration No. if postal notice given.....

Date posted.....

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

EMPLOYEE'S COPY

ANNEXURE F

ACKNOWLEDGEMENT—WITHDRAWAL OF NOTICE

Name of employer.....
 Address.....
 Full name of employee.....

I, the undersigned, hereby acknowledge and confirm that I have withdrawn my notice of intention to terminate my contract of employment on.....19.....

Date.....

Signature of employee

ANNEXURE G

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

RETURN FOR THE MONTH OF.....19.....

To:
 The Secretary
 Industrial Council for the Clothing Industry (Cape)
 P.O. Box 142,
 Salt River
 7925
 Telephone: 47-2000

Name of firm.....

Address.....

| Employers' contributions | Number of employees during week ending | | | | | Total | Rate | Amount |
|--|--|--|--|--|--|-------|------|--------|
| | | | | | | | | |
| Industrial Council levies..... | | | | | | | | |
| Sick Fund contributions..... | | | | | | | | |
| Provident Fund contributions..... | | | | | | | | |
| Contingency Fund contributions, where applicable..... | | | | | | | | |
| Training fund contributions, where applicable..... | | | | | | | | |
| Employees' contributions | | | | | | | | |
| Industrial Council levies..... | | | | | | | | |
| Sick Fund contributions..... | | | | | | | | |
| Provident Fund contributions..... | | | | | | | | |
| Housing loan repayments as per attached details..... | | | | | | | | |
| Voluntary Provident Fund contributions as per attached schedule..... | | | | | | | | |
| We enclose our cheque for the total amount due..... | | | | | | | R | |

This form must be returned to the Council not later than the 14th day of each month

ANNEXURE H

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

REGISTRATION OF BUSINESS

The Secretary
Industrial Council for the Clothing Industry (Cape)
P.O. Box 142
Salt River
1925

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:

| <i>Names</i> | <i>Address</i> | <i>State whether proprietor, director, manager or secretary</i> |
|--------------|----------------|---|
| | | |
| | | |
| | | |
| | | |

- (5) Date of commencement.....

.....
Signature of employer

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-egniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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