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GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 543

23 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956

**KLERASIENYWERHEID, KAAP.—OOREENKOMS
VIR DIE PLATTELANDSE GEBIEDE**

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 31 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 klousule 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 31 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 landdrostdistrik George;

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 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 31 Desember 1981 eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 543

23 March 1979

INDUSTRIAL CONCILIATION ACT, 1956

**CLOTHING INDUSTRY, CAPE.—AGREEMENT
FOR THE COUNTRY AREAS**

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 31 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 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 31 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 Magisterial District of George;

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in paragraph (b) of this notice and with effect from the Second Monday after the date of publication of this notice and for the period ending 31 December 1981, the provisions of the said Agreement, excluding those contained in clauses 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

bepalings ten opsigte van werkgewers 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 31 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 gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry 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 in die landdrosdistrik George nagekom word deur die werkgewers en werknemers in die Klerasienywerheid: Met dien verstande dat vir die toepassing van hierdie klousule die uitdrukking "Klerasienywerheid" nie ook die "Brei-afdeling" soos hieronder omskryf, omvat nie.

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

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

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone minstens R4 800 per jaar bedra.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Desember 1981 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"ketelbediener" 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk handhaaf;

"klerk" 'n werknemer wat—

(a) in diens is om lone te bereken, aan te teken en te betaal, en ook bedieners van rekenmasjiene en ander meganiese hulpmiddels en persone wat aansporingsbonus-betalings uit die fabrieksregisters bereken, maar uitgesonderd persone wat betaalkoeverte met die hand of 'n masjien uitskryf;

(b) in diens is om skryf-, tik- of liasseerwerk in verband met korrespondensie te doen;

(c) in diens is om boek te hou, en ook rekeningmasjiene-bedieners, kosteberekenings- en statistiekklerke en bedieners van rekenmasjiene;

(d) in diens is om te werk met die registers wat ingevolge die Ooreenkoms vereis word, d.w.s. om fabrieksregister-kaarte, werknemers se blou dienskaarte, tydstate, X-straal-ondersoek- en Voorsorgfondsregisters by te hou;

upon whom any of the said provisions are binding in respect of employees and 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 31 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 area specified in paragraph (b) of this notice.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry 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 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 Magisterial District of George by the employers and employees in the Clothing Industry: Provided that for the purposes of this clause the expression "Clothing Industry" shall not include the "Knitting Division" as hereinafter defined.

(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 31 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 meaning as in the 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;

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

"clerical employee" means an employee—

(a) employed in the calculation, recording and payment of wages, including operators of calculating machines and other mechanical aids, with the exception of the making out of pay envelopes by hand or machine but including calculations of incentive bonus payments from factory records;

(b) employed in the writing, typing or filing of correspondence;

(c) employed in bookkeeping, including accounting machine operators, costing and statistical clerks, and operators of calculating machines;

(d) employed in dealing with records required in terms of the Agreement, i.e. maintaining of factory record cards, employees' blue service cards, time-sheets, X-ray examinations and provident fund records;

- (e) in diens is as verskeppingsklerk;
- (f) in diens is as faktuurklerk;
- (g) in diens is as mannekyn;
- (h) in diens is as kassier of telefonis;
- (i) in diens is om die hoofvoorraadregisters te hou, en sluit ook 'n magasynman in;
- (j) verantwoordelik is vir die ontvangs en/of versending van goedere in 'n bedryfsinrigting of in 'n ander perseel wat deel uitmaak van of wat grens of verbonde is aan die bedryfsinrigting waarin die werksaamhede van die werk-gewer uitgeoefen word;

"Klerasiennywerheid" of "Nywerheid", wat uit die klerasie-, brei- en hemdeseksie bestaan, ook die volgende:

(a) Die maak 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 nagklere, met inbegrip van hemde, boordjies, dasse, sokkies, serpe, lapgordels en gedeeltes van kledingstukke, slaapkler en ander nagklere; en

(b) die maak van alle soorte kledingstukke, met inbegrip van maatkledingstukke by die grootmaat soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike owerhede; maar omvat nie die maak van hoede of jasse en kostuums vir dames en meisies of enige ander boklere wat vir individuele persone volgens maat gemaak word nie;

"klerasieseksie"—

(a) daardie seksie van die Klerasiennywerheid waarin alle soorte mans- en seunshoede en -pette van tweed en linne en alle soorte bo- en onderklere gemaak word;

(b) die maak van alle soorte kledingstukke, met inbegrip van maatkledingstukke by die grootmaat soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike owerhede; maar omvat nie hemde, boordjies, dasse, slaapkler en ander nagklere, hoede en die maak van jasse en kostuums vir dames of meisies of enige ander boklere wat vir individuele persone volgens maat gemaak word, nie;

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

"klerasiemasjienwerktuigkundige" 'n werknemer wat versiening, herstel of verstelwerk aan masjinerie, uitrusting of installasies in enige bedryfsinrigting verrig;

"klerasietegnikus" '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; "vervoertoestel" enige soort bewegende meganiese toestel wat die werk teen 'n vooraf bepaalde tempo of met vooraf bepaalde tussenposes aanvoer na werknemers;

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

"snyer" 'n werknemer, uitgesonderd 'n binnevoeringsnyer, opmaker, leersnyer of dassnyer, wat materiaal met 'n krag-aangedrewe snymasjien, mes of skêr sny, maar sluit nie sny-werksaamhede in wat in die omskrywing van werknemer graad A en B, man of vrou, en werknemer graad C, vrou, genoem word nie;

"handelaar" of "algemene handelaar", 'n persoon wat 'n lisensie ooreenkomstig item 3 van die Eerste Bylae van die Ordonnansie op die Registrasie en Lisensiering van Besighede hou;

"versendingsverpakker" 'n werknemer wat uitsluitlik of hoofsaaklik pakkette of bale opmaak vir vervoer of aflewering; "bedryfsinrigting" 'n plek waarin die Klerasiennywerheid beoefen word;

"ondervinding"—

(a) met betrekking tot—

(i) 'n klerk, die totale tydperk of tydperke wat sodanige werknemer as klerk werksaam was, afgesien van die bedryf waarin sodanige ondervinding opgedoen is;

(ii) 'n handelsreisiger, die totale tydperk of tydperke wat sodanige werknemer as handelsreisiger werksaam was;

(iii) 'n klerasiemasjienwerktuigkundige, die totale tydperk of tydperke wat sodanige werknemer as klerasiemasjienwerktuigkundige werksaam was;

- (e) employed as a shipping clerk;
- (f) employed as an invoice clerk;
- (g) employed as a mannequin;
- (h) employed as a cashier or telephone operator;
- (i) employed in the keeping of main stock records and including a storeman;
- (j) who is responsible for receipt and/or despatch of goods in an establishment, or in any other premises which may form part of, or are adjacent to, or are connected with the establishment in which the activity of the employer is carried on;

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

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

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

"clothing section" means—

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

(b) the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities; but shall not include shirts, collars, ties, pajamas and other night-wear, millinery and the making of ladies' or girls' coats and costumes or any other outer garments made to the measurement of individual persons;

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

"clothing machine mechanic" means an employee who is engaged in servicing, repairing or adjusting machinery, equipment or installations in any establishment;

"clothing 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;

"conveyor" means any type of moving mechanical apparatus, which feeds work to employees at a pre-determined rate or a pre-determined interval;

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

"cutter" means an employee, other than an interlining cutter, trimmer, leather cutter or tie cutter, engaged in cutting material with any power-driven cutting machine, knife or shears, but excluding any cutting operations referred to in the definitions of Grade A and B employee, male or female, and Grade C employee, female;

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

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

"experience" means—

(a) in relation to—

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

(ii) a traveller, the total period or periods of employment which such employee has had as a traveller;

(iii) a clothing machine mechanic, the total period or periods of employment which such employee has had as a clothing machine mechanic;

(b) met betrekking tot ander werknemers as klerke, handelsreisigers, klerasiemasjienwerktuigkundiges, ketelbedieners, drywers van motorvoertuie, versendingsverpakkers, wagte en algemene werkers, die totale tydperk of tydperke wat 'n werknemer in enige vertakking van die Klerasienywerheid werksaam was in enige ander hoedanigheid as dié van klerk, handelsreisiger, klerasiemasjienwerktuigkundige, ketelbediener, drywer van 'n motorvoertuig, versendingsverpakker, oppasser (of wag) en algemene werker;

(c) vir die berekening van die minimum aanvangsloon van kleinhandel- of private snyers of kleinhandel- of private kleremaaksters wat in die Klerasienywerheid werk verlang in enige hoedanigheid, uitgesonderd dié van klerk, handelsreisiger, klerasiemasjienwerktuigkundige, ketelbediener, drywer van 'n motorvoertuig, versendingsverpakker, oppasser (of wag) en algemene werker, hul totale ondervinding;

(d) vir die berekening van die minimum aanvangsloon van strykers en/of opvouers en/of bedieners van 'n Hoffmanpers wat in die wasserybedryf werksaam was en in die Klerasienywerheid werk verlang as strykers en/of opvouers en/of parsers, hul totale ondervinding;

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

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

"parser, vrou," 'n vroulike werknemer wat klaargemaakte kledingstukke met die hand of volkome outomatiese masjien pars, maar nie kledingstukke stryk nie;

"voorparser, vrou," 'n ander vroulike werknemer in die klerasienseksie as 'n parser, vrou, wat parswerk verrig, met inbegrip van die pars van sakke en nate van mikvoerings van voltooide broeke en die pars van kleefbare binnevoerings, maar geen strykwerk doen nie;

"voorman" of "opsigter" of "voorvrou" of "opsigster" '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 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; kiste, pakkette, bale of ander houers uitpak;

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

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

(7) algemene tuinwerk;

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

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

(10) masjiendryfbande aansit en herstel; masjinerie skoonmaak olie en smeer; gereedskap, uitrusting en masjinerie verskuif; naalde omruil; garing en/of kledingstof van onderkeelplaat verwyder;

(11) die versendingsverpakker help by die uitvoering van sy pligte en/of as wag op 'n voertuig optree;

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

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

(14) fakture, vraagbriewe of dergelike dokumente sorteer;

(15) kledingstukke of dele van kledingstukke van een werksaamheid na 'n ander binne die bedryfsinrigting dra;

"werknemer graad A, man," 'n manlike werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede werksaam is:

(1) Masjienwerker, dit wil sê 'n werknemer wat met 'n naaimasjien enige werksaamheid in verband met die maak van klere verrig;

(2) nasiener, dit wil sê 'n werknemer wat gedeeltes van of klaargemaakte kledingstukke nagaan met die doel om defekte op te spoor;

(3) klaar kledingstukke met die hand of met 'n masjien pars;

(b) in relation to employees other than clerical employees, travellers, clothing machine mechanics, boiler attendants, motor vehicle drivers, despatch packers, watchmen and general workers, the total period or periods of employment of an employee in any branch of the Clothing Industry, in any capacity other than that of a clerical employee, traveller, clothing machine mechanic, boiler attendant, motor vehicle driver, despatch packer, caretaker (or watchman) and general worker;

(c) where retail or private tailors or retail or private dress-makers seek employment in the Clothing Industry in a capacity other than clerical employee, traveller, clothing machine mechanic, boiler attendant, motor vehicle driver, despatch packer, caretaker (or watchman) and general worker, their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

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

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

"female presser" means a female employee engaged in pressing of finished garments by hand or fully automatic machine but excluding the ironing of garments;

"female underpresser" means a female employee in the clothing section, other than a female presser, employed in pressing processes, including the pressing of pockets and seams of crutch linings of completed trousers and the pressing of fusible interlinings but excluding ironing processes;

"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 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) assisting the despatch packer in the performance of his duties and/or acting as a guard on a vehicle;

(12) folding and/or inserting mail, affixing postage stamps or labels for posting;

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

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

(15) carrying garments or parts of garments from one operation to another within the establishment;

"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 part of or the finished garments for flaws;

(3) pressing of finished garments by hand or machine;

(4) pasmaker, dit wil sê 'n werknemer wat die buitekant van kledingstukke en die uitgesnyde voerings (opmaaksels) presies bymekaar pas sodat dié gedeeltes na die masjien kan gaan om reg aanmekaar gewerk te word;

(5) ryger, naamlik 'n werknemer wat rygwerk verrig, met inbegrip van buiterygwerk, dit wil sê handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie in posisie geplaas word ter voorbereiding vir ander werksaamhede, en/of binnerygwerk, dit wil sê die voerings van baadjies met die hand in posisie vasryg ter voorbereiding vir die aanmekaarwerk van die kantsome;

(6) ontwerpe van lapelle en krae van baadjies fatsoeneer voordat die voering vasgeryg word;

(7) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die uitsoek en bymekaarpas van materiaal;

(8) kopiëring van moederpatrone (uitgesonderd die konstruksie daarvan) in die loop van die plooiproses;

(9) lyfbande sny, afwerk en vorm;

(10) 'n outomatiese plooiemasjien stel,

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

"werknemer graad B, man," 'n manlike werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede werksaam is:

(1) Materiaal in die pers tussen twee papiervormers plaas en dit volgens die hand- of persplooiproses vir die stoomkas voorberei;

(2) voorbereide vormers in 'n stoomkas plaas en hulle weer uithaal in die loop van die hand- of persplooiproses;

(3) materiaal uit perse verwyder in die loop van die hand- of persplooiproses;

(4) materiaal deur middel van papier deur 'n outomatiese plooiemasjien lei;

(5) poeier op meerlaagpakke strooi vanaf geperforeerde moederontwerpe en ontwerpe met 'n natrekwiel perforeer;

(6) dose maak, dit wil sê kartonhouers vir pakke klere en ander kledingstukke van karton vou;

(7) skuinsband sny;

(8) voorsparwerk aan melton- en linnepette vir mans en seuns verrig;

(9) 'n krimppers bedien;

(10) monsterboekies vir handelsreisigers sny;

(11) gulpvoerings stryk;

(12) knippe aan pette heg;

(13) etikette druk;

(14) tafelwerkers, d.w.s. 'n werknemer wat werk in verband met waterdigtingsprosesse, verrig deur nate of rande met 'n rubberoplossing te bestryk en dan 'n klein houthand-roller daaroor te rol en uitgedrukte stukkie rubberlym verwyder; nate van oliejasse en waterdigte hoede bestryk;

(15) leerkerwer, d.w.s. 'n werknemer wat 'n leerkerfmasjien bedien wat die dikte van leer verminder;

(16) kledingstukke opvou en/of vasknoop;

(17) bediener van 'n meet- en deurlaatmasjien;

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

(1) Masjienwerker, d.w.s. 'n werknemer wat enige werksaamheid met 'n naaimasjien verrig;

(2) ryger, naamlik 'n werknemer wat rygwerk verrig, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie in posisie geplaas word ter voorbereiding vir ander werksaamhede, en/of binnerygwerk, d.w.s. die voerings van baadjies met die hand in posisie vasryg ter voorbereiding vir die aanmekaarwerk van die kantsome;

(3) ontwerpe van lapelle en krae van baadjies fatsoeneer voordat die voering vasgeryg word;

(4) afwerker, d.w.s. 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig: Stopsels of watte in die skouers van baadjies insit; die moukoppe vaswerk of gelykmaak; watte in die bo-ente van moue insit; soomafwerking van syvoorkante wat reeds op hul plekke vasgeryg is; knoopsgate met die hand maak; naatafwerking van die voerings van die moukoppe terwyl dit met die vingers in posisie gehou word;

(5) kledingstukke stryk en opvou, of kledingstukke stryk, opvou en vasspeld in die hemdeseksie en vir damesrokke en/of onderklere en die stryk van gulpvoerings;

(6) patentthandomkeerders wat die rande van boordjies, bande, mansjette, stroke of sakke omkeer met behulp van 'n handyster;

(4) fitter-up, i.e. an employee who takes the outside of garments together with the cut out linings (called trimmings) and adjusts the outside and inside together accurately so that the parts may go forward to the machine to be put together correctly;

(5) baster including outbasting, i.e. hand-sewing in setting a coat or parts of a coat into position preparatory to other operations; and/or underbasting, i.e. hand-sewing linings of coats into position preparatory to sewing the edge seams;

(6) shaping designs of lapels and collars of coats preparatory to underbasting;

(7) cutting of repairs and/or replacements, including time spent in searching for and matching up cloth;

(8) copying of master patterns (excluding the construction thereof) in pleating process;

(9) cutting, trimming and shaping belts;

(10) setting automatic pleating machine;

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) Putting material between two paper looms (formers) and preparing for steambox in hand or loom pleating process;

(2) putting prepared formers in steambox and taking them out again in hand or loom pleating process;

(3) taking material out of looms in hand or loom pleating process;

(4) guiding material with paper through automatic pleating machine;

(5) powdering lays from perforated master lays and perforating lays with a tracing wheel;

(6) assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;

(7) cutting of bias binding;

(8) underpressing of men's and boys' melton and linen caps;

(9) operating a shrinking press;

(10) cutting of travellers' swatches;

(11) ironing fly-linings;

(12) putting fasteners on caps;

(13) label printing;

(14) table-hand, i.e. an employee engaged in waterproofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller; cleaning off any rubber solution; painting seams of oilskins and waterproof hats;

(15) skiver, i.e. an employee engaged in operating a skiving machine which reduces the thickness of leather;

(16) folding and/or buttoning up garments;

(17) operator of measuring and passing machine;

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

(3) shaping designs of lapels and collars of coats preparatory to underbasting;

(4) finisher, i.e. an employee who performs one or more of the following operations by hand:

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

(5) ironing and folding or ironing, folding and pinning garments in the shirt section and ladies' dresses and/or underwear, and ironing of fly-linings;

(6) hand "patent" turners engaged in turning out or turning over the edges of collars, bands, cuffs, tabs or pockets with the use of a hand-iron;

(7) kant ople en sny volgens patroon;
 (8) nasieser, d.w.s. 'n werknemer wat gedeeltes van kledingstukke of klaargemaakte kledingstukke nagaan met die doel om defekte op te spoor;

(9) voerder van 'n vervoertoestel, d.w.s. 'n werknemer wat daarvoor verantwoordelik is om voorbereide gedeeltes van kledingstukke in 'n vervoertoestel te voer vir verdere werksaamhede en wat deur een of meer sorteerders bygestaan kan word;

(10) strikke vir rokke maak;

(11) kraai- en/of borduurwerk met die hand verrig;

(12) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die uitsoek en bymekaarpas van materiaal;

(13) outomatiese kantnaai- en/of borduurmasjiene bedien;

(14) bediener van 'n meet- en deurlaatmasjien;

(15) individuele dasse met die hand sny;

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 die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede werksaam is:

(1) Spoele opdraai, d.w.s. spoel met 'n spoelopdraaitoestel opdraai;

(2) skoonmaak, d.w.s. los entjies garing wat deur vorige werkers aan kledingstukke gelaat is, afsny of afknip;

(3) kledingstukke opvou en/of vasknoop;

(4) los boordjies stryk of kledingstukke wat alreeds gevou of gestryk is, in die hemdesekse oorstrik; dasnate stryk, met inbegrip van strikdasse; kreukels in mansjette van hemde en voulyne in die borsstukke van hemde stryk en tussenvoering wat vasgesmelt kan word, met 'n handyster vasstryk en tussenvoering wat vasgesmelt kan word, in posisie plaas en met 'n spesiale masjien op sekere punte vassmelt;

(5) patentmasjienomkering, d.w.s. enige soort outomatiese of halfoutomatiese masjien bedien wat die kante of punte van boordjies, bande, mansjette, stroke of sakke omkeer, met inbegrip van die halfoutomatiese masjien wat boordjiesstroke maak;

(6) die posisie van sakke, knope of knoopsgate in die hemdesekse merk; die bekke van agtersakke sny;

(7) hemde vasspeld;

(8) motiewe en versiersels op onderklere vasspeld; strikke vir onderklere maak en vasspeld;

(9) skuinsnywerk, d.w.s. die fatsoen van die krae afmerk of regsnit ter voorbereiding vir ander werksaamhede;

(10) sorteerwerk, d.w.s. sorteerwerk vir verskillende werksaamhede verrig of die sorteer en losstoring van afvalstukke kouse voordat hulle weer opgedraai word;

(11) verpakker, d.w.s. 'n werknemer wat kledingstukke in dose of ander geskikte omhulsels verpak of kledingstukke in bondels of volgens bestellings bymekaarmaak voordat hulle na die versendingsafdeling gestuur word;

(12) gewone naaiwerk, d.w.s. een of meer van die volgende werksaamhede met die hand verrig:

Naatafwerking van mikvoerings in broeke; naatafwerking van sitvlakke; permanente omslae vaswerk; naatafwerking van lyfbandvoerings of gedeeltes daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerkies verrig; naatafwerking van krae of mousgate van onderbaadjies; kraag-omslae of lapelle opstop; naatkoorde met die hand vaswerk; randverstywers vaswerk en verskillende bykomstige naaiwerkies verrig; knope met die hand aanwerk; naatafwerking van die onderende van voerings of nate daarvan wat alreeds in posisie vasgeryg is; omboorsels platstik; hanglussies maak en aanwerk; oplegsels wat reeds in posisie vasgeryg is, binne vaswerk; seilboekvoerings maak; hakies en ogies aan krae vaswerk;

(13) tafelfwerker, d.w.s. 'n werknemer wat werk in verband met waterdigtingsprosesse verrig deur nate of rande met 'n rubberoplossing te bestryk en dan 'n klein houthandroller daaroor te rol en uitgedrukte stukkie rubberlym verwyder; en nate van oliejasse en waterdigte hoede bestryk;

(14) stempelwerker, d.w.s. 'n werknemer wat groottes en/of identifiserende werknommers op kledingstukke of gedeeltes van kledingstukke stempel;

(15) kartelaar;

(16) bediener van 'n halfoutomatiese drukknopmasjien;

(17) boordjies of mansjette met 'n mes, 'n skêr of 'n kontoermasjien afwerk;

(18) bediener van 'n handtipe knoopoortrekmasjien;

(19) 'n krimppers bedien;

(20) kledingstukke deur 'n stoompers stuur en hulle aan die ander kant afneem;

(21) kussinkies in rokke en/of nie-uitgevoerde kortjasse vaswerk;

(7) laying up and cutting of lace according to pattern;

(8) passer, i.e. an employee who examines parts of or the finished garments for flaws;

(9) conveyor-feeder, i.e. an employee responsible for feeding prepared parts of garments onto a conveyor for further operations and who may be assisted by one or more sorters;

(10) making bows for dresses;

(11) beading and/or embroidering by hand;

(12) cutting of repairs and/or replacements including time spent in searching for and matching up cloth;

(13) operating automatic lace sewing and/or embroidery machines;

(14) operator of measuring and passing machine;

(15) cutting individual ties by hand;

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) cleaning, i.e. cutting or trimming off loose ends of cotton left on garments by previous operators;

(3) folding and/or buttoning up garments;

(4) ironing loose collars or re-ironing in the shirt section garments which have already been folded and ironed; ironing seams of ties, including bow ties; ironing of creases on cuffs of shirts and crease lines in front of shirts and ironing on of fusible inter-lining with hand iron and positioning and spot-fusing of fusible interlining with a special machine;

(5) machine patent turning, i.e. operating any form of automatic or semi-automatic machine which turns out or turns over the edges or points of collars, bands, cuffs, tabs or pockets, including the semi-automatic machine making collar tabs;

(6) marking the position of pockets, buttons or buttonholes in the shirt section; cutting the mouth of hip pockets;

(7) pinning shirts;

(8) pinning underwear motifs and trimmings; making and pinning underwear bows;

(9) sloping, i.e. marking or trimming the shape of the necks preparatory to other operations;

(10) sorting, i.e. sorting out for various operations or sorting out and unravelling waste pieces of hose prior to back-winding;

(11) packer, i.e. packing garments into boxes or other suitable wrapping or assembling garments into bundles or orders prior to their being sent to the despatch department;

(12) plain-sewing, i.e. performing by hand one or more of the following operations:

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

(13) table-hand, i.e. an employee engaged in waterproofing processes on the work of smearing rubber solution upon seams or edges and rolling them over with a small wooden hand roller; cleaning off any rubber solution; painting seams of oilskins and waterproof hats;

(14) stamper, i.e. stamping sizes and/or identifying work numbers on garments or parts of garments;

(15) crimper;

(16) operator of semi-automatic press-studs machine;

(17) trimming of collars or cuffs by knife, scissors or contour machine;

(18) operator of hand-operated button covering machine;

(19) operating shrinking press;

(20) passing garments through steam press and receiving out at the other end;

(21) sewing shoulder pads into dresses and/or unlined coats;

(22) kledingstukke aan modelle pas maar nie materiaal afmerk, meet of afsny nie;

(23) voorparswerk aan melton- en linnepette vir mans en seuns verrig;

(24) lynvoerders;

(25) 'n ritsmasjiën bedien;

(26) 'n elektriese rubberlasmasjiën bedien;

(27) materiaal van uitskulpings afsny;

(28) etikette uitskryf;

(29) lyfbande aanwerk en skoonmaak nadat die voering en lyfband aanmeakaargestik is;

(30) vetergaatjies pons en inlaat;

(31) gespes met die hand of 'n masjiën oortrek;

(32) groottes afstempel;

(33) gespes vasklink; lyfbandgespes buig; gaatjies vir gespes en tong pons; die tong van die gespe aan die gespe vasdruk; gespes aan lyfbande vasklink;

(34) patentmasjiënromkering van lussies;

(35) dose inmeakaarsit, d.w.s. kartonhouers vir pakke klere en ander kledingstukke van karton vou;

(36) skuinsomboorsel sny;

(37) gesnyde en/of ongesnyde gedeeltes van lae nagaan;

(38) monsterboekies vir handelsreisigers sny;

(39) handnaaiwerk aan dasse verrig;

(40) kant, borduursel, galon, lint, omboorsel en rek opdraai of afdraai;

(41) by die maak van vormdrag: Balein of draad met die hand insit binne- en buitekant van die kelke van buustelyfies met die hand monteër; stroke staal, balein of draad sny en puntoppies daarvoor aangebring; hakies en ogies vasklink en gespes en drukknoppe vasklamp; rek of skouerbande met die hand of deur middel van outomatiese masjiene sny; kousop-houers en skouerbande met die hand aanmeakaarsit; individuele blindestukke vir gordels uitsny; panele aan blindestukke vir gordels plak, vassteek of vasspeld; gedeeltelik aanmeakaargesitte kelke vir buustelyfies en panele vir gordels of korsette stryk; skuinsomboorsel deur middel van 'n outomatiese masjiën vou en rol;

(42) kant, skouerbande en lint in vereiste lengtes sny (maar nie die sny vanaf ontwerpe of volgens 'n patroon nie);

(43) etikette druk;

(44) bediener van 'n halfoutomatiese of outomatiese vasmeltemasjiën;

(45) kantbrander, d.w.s. 'n werknemer wat kant in twee dele skei deur middel van 'n warm naald;

“hoofsnyer” 'n gekwalifiseerde snyer soos in die Ooreenkoms omskryf, wat aan die hoof staan van en toesig hou oor die snyafdeling van 'n bedryfsinrigting;

“uurloon” die weekloon wat vir die onderskeie klasse in klousule 4 (1) van hierdie Ooreenkoms voorgeskryf word, gedeel deur 43;

“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 werkgewer help om 'n opleidingsprogram om die produktiwiteit van sy werknemers te verbeter, uit te voer;

“binne voeringsnyer” in die hemdeseksie, 'n werknemer wat uitsluitlik voerings vir hemde boordjies, slaappakke en ander nagklere sny;

“Brei-afdeling” daardie afdeling van die breiseksie waarin werkgewers en werknemers met mekaar geassosieer is met die doel om kledingstof en/of kledingstukke te brei en ook—

(a) die opmaak van ten volle gefatsoeneerde kledingstukke;

(b) die opmaak van halfgefattoeneerde kledingstukke;

(c) die opmaak van sokkies vir mans, dames en kinders, maar nie die opmaak van gebreide kledingstukke van gebreide eenstukstowwe van eenvormige wydte nie;

“laagpatroonopsteller” 'n werknemer, uitgesonderd 'n binnevoeringsnyer, opmaker of dassnyer, wat patrone in lae rangskik;

“leersnyer” 'n werknemer, uitgesonderd 'n laagpatroonopsteller, wat dele van leer-kledingstukke sny;

“laemaker” 'n werknemer wat materiaal in lae rangskik, en ook die sny van die ente en kante, en/of wat dele uit die gesnyde meerlaagpakke sorteer;

“leerling” 'n werknemer wie se dienstydpark of dienstydpark hom nie daarop geregtig maak om die loon van 'n gekwalifiseerde werker soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, te ontvang nie;

(22) fitting garments on models, but excluding marking, measuring or cutting off of material;

(23) underpressing of men's and boys' melton and linen caps;

(24) line feeders;

(25) operating a zip machine;

(26) operating an electric rubber welding machine;

(27) cutting cloth from scallops;

(28) writing of labels;

(29) trimming and cleaning of belts after lining and belt have been machined together;

(30) eyelet punching and letting;

(31) covering buckles by hand or machine;

(32) stamping on of sizes;

(33) rivetting buckles; bending belt buckle; punching holes for buckle and prong; pressing buckle prong onto buckle; stapling buckle onto belt;

(34) machine patent turning of loops;

(35) assembling boxes, i.e. folding cardboard into cardboard containers for suits and other articles of clothing;

(36) cutting of bias binding;

(37) examining of cut and/or uncut parts of lays;

(38) cutting of travellers' swatches;

(39) hand-sewing operations on ties;

(40) winding or unwinding of lace, embroidery, braids, ribbons, binding and elastic;

(41) in the manufacture of foundation garments: Inserting bones or wires by hand; assembling inner and outer brassiere cups by hand; cutting and capping of steels, bones or wires; rivetting of hooks and eyes and swedging of buckles and press studs; cutting of elastic or shoulder straps by hand or by means of automatic machines; assembling suspenders and shoulder straps by hand; cutting individual girdle blanks; pasting, sticking or pinning panels on girdle blanks; ironing of partly-assembled brassiere cups and girdle or corset panels; folding and rolling of bias binding by means of automatic machine;

(42) cutting of lace, shoulder straps and ribbons into required lengths (excluding the cutting from lays or according to pattern);

(43) label printing;

(44) operator of a semi-automatic or automatic fusing machine;

(45) lace burner, i.e. an employee separating lace into two sections by means of a hot needle;

“head cutter” means a qualified cutter as defined in the Agreement who is in charge of and actively supervises the cutting department of an establishment;

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

“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;

“interlining cutter” in the shirt section, means an employee employed solely in cutting linings for shirts, collars, pyjamas and other night-wear;

“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;

“lay-maker” means an employee, other than an interlining cutter, trimmer or tie cutter, who positions patterns for a lay;

“leather cutter” means an employee, other than a lay-maker, engaged in cutting parts of leather garments;

“layer-up” means an employee engaged in laying up material and may include slitting the ends and sides and/or who sorts parts from the cut lay;

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

"voorparser, man," in die klerasieseksie, 'n ander manlike werknemer as 'n parser, man, wat parswerk verrig, met inbegrip van die pars van sakke en nate van mikvoerings van voltooide broeke en die pars van kleefbare binnevoerings, maar nie strykwerk doen 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 vraag 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 'n werknemer wat moederpatrone vir die plooiproses maak en kopieë van die moederpatroon maak;

"patentmasjien" 'n knoop-, knoopsgat-, opstop- of naatafwerkingsmasjien;

"stukwerk" 'n stelsel waarvolgens die verdienste bereken word volgens die hoeveelheid of omvang van die werk wat verrig is;

"gekwalfiseer", 'n werknemer, uitgesonderd 'n leerling of klerasieasjienwerktuigkundige, oppasser, algemene werker, drywer van 'n motorvoertuig of wag wat sy tydperk van leerlingenskap soos voorgeskryf 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 werkgever 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 speel in die werksaamhede van 'n span;

"werkspan" (soms bekend as "span") 'n span van drie of meer werknemers, wat werksaamhede stuksgewys verrig in verband met die maak van kledingstukke, gewoonlik onder die toesig van 'n leier;

"hemdeseksie" daardie seksie van die Klerasienywerheid waarin hemde, boordjies, dasse, slaapklere en ander nagklere gemaak word;

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

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

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

"dassnyer" 'n werknemer wat dasse afmerk en/of met die hand of 'n masjien sny;

"natrekker" 'n werknemer wat moederlae natrek of wat rondom patrone wat alreeds deur die laagpatroonopsteller aangewys is, natrek;

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

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

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

"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 lisensieoowerheid wat regtens gemagtig is om lisensies vir motorvoertuie uit te reik;

"loon" die bedrag betaalbaar aan 'n werknemer ingevolge klousule 4 (1) ten opsigte van sy gewone werke soos in klousule 9 voorgeskryf: Met dien verstande dat—

"male underpresser" in the clothing section means a male employee, other than a male presser, employed in pressing processes, including the pressing of pockets and seams of crutch linings of completed trousers and the pressing of fusible interlinings, but excluding ironing processes;

"monthly wage" means the weekly wage multiplied by four and a 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;

"patent machine" means a button, buttonhole, padding or felling machine;

"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 learner or clothing machine mechanic, caretaker, general worker, motor vehicle driver or watchman 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, 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, in a factory or any department of a factory;

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

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

"shirt section" means that section of the Clothing Industry in which are made shirts, collars, ties, pyjamas and other night-wear;

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

"tie cutter" means an employee engaged in marking-in and/or cutting ties by hand or machine;

"tracer" means an employee who traces master lays or traces around patterns which have already been positioned by the lay-maker;

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

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

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

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

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 9: Provided that—

(i) as 'n werkgewer 'n werknemer ten opsigte van sodanige werkkure gereeld 'n hoër bedrag betaal as wat in klousule 4 (1) voorgeskryf word, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word nie dat dit besoldiging bedoel of insluit wat 'n werknemer wat in diens is op enige grondslag in klousule 7 bepaal, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"wag" of "oppasser" 'n werknemer wat persele, geboue of ander eiendom bewaak.

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

4. LONE

(1) Die minimum weekloon/maandloon wat betaal moet word aan en aangeneem moet word deur ondergenoemde klasse werknemers, is soos volg:

DEEL A

Snyafdeling:

	Vanaf datum van inwer- king- trekking van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81
	Per week R	Per week R	Per week R
Hoofsnyer.....	52,05	56,75	60,05
Patroongradeerder:			
(a) Gekwalifiseer.....	35,60	38,80	41,05
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00
Tweede ses maande ondervinding..	13,20	14,45	15,65
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	16,40	17,95	19,25
Tweede ses maande ondervinding..	19,60	21,40	22,90
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	22,80	24,90	26,50
Tweede ses maande ondervinding..	26,00	28,35	30,15
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	29,20	31,80	33,80
Tweede ses maande ondervinding..	32,40	35,30	37,40
Daarna, die loon voorgeskryf in (a), d.w.s.....	35,60	38,80	41,05
Snyer, laagpatroonopsteller:			
(a) Gekwalifiseer.....	35,60	38,80	41,05
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00
Tweede ses maande ondervinding..	13,20	14,45	15,65
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	16,40	17,95	19,25
Tweede ses maande ondervinding..	19,60	21,40	22,90
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	22,80	24,90	26,50
Tweede ses maande ondervinding..	26,00	28,35	30,15
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	29,20	31,80	33,80
Tweede ses maande ondervinding..	32,40	35,30	37,40
Daarna, die loon voorgeskryf in (a), d.w.s.....	35,60	38,80	41,05

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause (4) (1), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 7, received over and above the amount which he would have received if he had not been employed on such a basis;

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

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

4. WAGES

(1) The minimum weekly/monthly wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

PART A

Cutting department:

	From date of coming into operation of this Agree- ment to 31/12/79	From 1/1/80 to 31/12/80	From 1/1/81
	Per week R	Per week R	Per week R
Head cutter.....	52,05	56,75	60,05
Pattern grader:			
(a) Qualified.....	35,60	38,80	41,05
(b) Learner:			
<i>First year</i>			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience...	13,20	14,45	15,65
<i>Second year</i>			
First six months of experience.....	16,40	17,95	19,25
Second six months of experience...	19,60	21,40	22,90
<i>Third year</i>			
First six months of experience.....	22,80	24,90	26,50
Second six months of experience...	26,00	28,35	30,15
<i>Fourth year</i>			
First six months of experience.....	29,20	31,80	33,80
Second six months of experience...	32,40	35,30	37,40
Thereafter, the wage specified in (a), i.e.....	35,60	38,80	41,05
Cutter, Lay-maker:			
(a) Qualified.....	35,60	38,80	41,05
(b) Learner:			
<i>First year</i>			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience...	13,20	14,45	15,65
<i>Second year</i>			
First six months of experience.....	16,40	17,95	19,25
Second six months of experience...	19,60	21,40	22,90
<i>Third year</i>			
First six months of experience.....	22,80	24,90	26,50
Second six months of experience...	26,00	28,35	30,15
<i>Fourth year</i>			
First six months of experience.....	29,20	31,80	33,80
Second six months of experience...	32,40	35,30	37,40
Thereafter, the wage specified in (a), i.e.....	35,60	38,80	41,05

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81		From date of coming into opera- tion of this Agree- ment to 31/12/79	From 1/1/80 to 31/12/80	From 1/1/81
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
Binnevoeringsnyer, opmaker, leer- snyer en dassnyer:				Interlining cutter, trimmer, leather cutter and tie cutter:			
(a) Gekwalifiseer.....	21,25	23,15	24,50	(a) Qualified.....	21,25	23,15	24,50
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding..	11,40	12,50	13,55	Second six months of experience...	11,40	12,50	13,55
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	12,80	14,00	15,10	First six months of experience....	12,80	14,00	15,10
Tweede ses maande ondervinding..	14,20	15,55	16,70	Second six months of experience...	14,20	15,55	16,70
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	15,60	17,05	18,25	First six months of experience....	15,60	17,05	18,25
Tweede ses maande ondervinding..	17,00	18,55	19,80	Second six months of experience...	17,00	18,55	19,80
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	18,40	20,05	21,35	First six months of experience....	18,40	20,05	21,35
Tweede ses maande ondervinding..	19,80	21,55	22,90	Second six months of experience...	19,80	21,55	22,90
Daarna, die loon voorgeskryf in (a), d.w.s.....	21,25	23,15	24,50	Thereafter, the wage specified in (a), i.e.....	21,25	23,15	24,50
(c) Indien bevorder tot leerling- snyer:				(c) If advanced to learner cutter:			
Eerste ses maande vanaf datum van bevordering..	29,20	31,80	33,80	First six months from date of advancement.....	29,20	31,80	33,80
Tweede ses maande vanaf datum van bevordering..	32,40	35,30	37,40	Second six months from date of advancement....	32,40	35,30	37,40
Daarna, die loon voorge- skryf vir 'n snyer, gekwa- lifiseer, d.w.s.....	35,60	38,80	41,05	Thereafter, the wage speci- fied for a cutter, qualified, i.e.....	35,60	38,80	41,05
Laemaker:				Layer-up:			
(a) Gekwalifiseer.....	14,65	15,95	16,90	(a) Qualified.....	14,65	15,95	16,90
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding..	10,75	11,80	12,80	Second six months of experience...	10,75	11,80	12,80
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	11,55	12,65	13,60	First six months of experience....	11,55	12,65	13,60
Tweede ses maande ondervinding..	12,30	13,45	14,45	Second six months of experience...	12,30	13,45	14,45
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	13,10	14,30	15,25	First six months of experience....	13,10	14,30	15,25
Tweede ses maande ondervinding..	13,85	15,10	16,05	Second six months of experience...	13,85	15,10	16,05
Daarna, die loon voorgeskryf in (a), d.w.s.....	14,65	15,95	16,90	Thereafter, the wage specified in (a), i.e.....	14,65	15,95	16,90
(c) Indien bevorder tot leerling- snyer:				(c) If advanced to learner cutter:			
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande vanaf datum van bevordering.....	17,05	18,60	19,70	First six months from date of advancement.....	17,05	18,60	19,70
Tweede ses maande vanaf datum van bevordering.....	21,70	23,65	25,00	Second six months from date of advancement.....	21,70	23,65	25,00
<i>Vyfde jaar</i>				<i>Fifth year</i>			
Eerste ses maande vanaf datum van bevordering.....	26,30	28,70	30,35	First six months from date of advancement.....	26,30	28,70	30,35
Tweede ses maande vanaf datum van bevordering.....	30,95	33,75	35,65	Second six months from date of advancement.....	30,95	33,75	35,65
Daarna, die loon voorgeskryf vir 'n snyer, laagpatroonopsteller, ge- kwalifiseer, d.w.s.....	35,60	38,80	41,05	Thereafter, the wage specified for a cutter, lay-maker, qualified, i.e....	35,60	38,80	41,05
Natrekker:				Tracer:			
(a) Gekwalifiseer.....	21,25	23,15	24,50	(a) Qualified.....	21,25	23,15	24,50
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding..	11,40	12,50	13,55	Second six months of experience...	11,40	12,50	13,55
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	12,80	14,00	15,10	First six months of experience....	12,80	14,00	15,10
Tweede ses maande ondervinding..	14,20	15,55	16,70	Second six months of experience...	14,20	15,55	16,70
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	15,60	17,05	18,25	First six months of experience....	15,60	17,05	18,25
Tweede ses maande ondervinding..	17,00	18,55	19,80	Second six months of experience...	17,00	18,55	19,80
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	18,40	20,05	21,35	First six months of experience....	18,40	20,05	21,35
Tweede ses maande ondervinding..	19,80	21,55	22,90	Second six months of experience...	19,80	21,55	22,90
Daarna, die loon in (a) voorgeskryf, d.w.s.....	21,25	23,15	24,50	Thereafter, the wage specified in (a), i.e.....	21,25	23,15	24,50

DEEL B

Fabriekswerkers:

	Vanaf datum van inwer- king- trekking van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81
	Per week R	Per week R	Per week R
Klerasiemasjienwerktuigkundige:			
(a) Gekwalifiseer.....	35,60	38,80	41,05
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00
Tweede ses maande ondervinding...	13,20	14,45	15,65
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	16,40	17,95	19,25
Tweede ses maande ondervinding...	19,60	21,40	22,90
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	22,80	24,90	26,50
Tweede ses maande ondervinding...	26,00	28,35	30,15
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	29,20	31,80	33,80
Tweede ses maande ondervinding...	32,40	35,30	37,40
Daarna, die loon in (a) voorgeskryf, d.w.s.....	35,60	38,80	41,05
Klerasietegnikus:			
(a) Gekwalifiseer.....	35,60	38,80	41,05
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00
Tweede ses maande ondervinding...	13,20	14,45	15,65
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	16,40	17,95	19,25
Tweede ses maande ondervinding...	19,60	21,40	22,90
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	22,80	24,90	26,50
Tweede ses maande ondervinding...	26,00	28,35	30,15
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	29,20	31,80	33,80
Tweede ses maande ondervinding...	32,40	35,30	37,40
Daarna, die loon in (a) voorgeskryf, d.w.s.....	35,60	38,80	41,05
Parser, vrou:			
(a) Gekwalifiseer.....	19,15	20,90	22,10
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00
Tweede ses maande ondervinding...	11,50	12,65	13,70
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	13,05	14,30	15,35
Tweede ses maande ondervinding...	14,55	15,95	17,05
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	16,10	17,60	18,70
Tweede ses maande ondervinding...	17,60	19,25	20,40
Daarna, die loon in (a) voorgeskryf, d.w.s.....	19,15	20,90	22,10
Voorparser, vrou:			
(a) Gekwalifiseer.....	14,35	15,65	16,55
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00
Tweede ses maande ondervinding...	10,70	11,75	12,75
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	11,45	12,55	13,50
Tweede ses maande ondervinding...	12,15	13,30	14,25
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	12,90	14,10	15,00
Tweede ses maande ondervinding...	13,60	14,85	15,75
Daarna, die loon in (a) voorgeskryf, d.w.s.....	14,35	15,65	16,55
(c) Indien bevorder tot parser, leerling, vrou:			
Eerste ses maande vanaf datum van bevordering...	14,35	15,65	16,55
Tweede ses maande vanaf datum van bevordering...	16,75	18,25	19,30

PART B

Factory operatives leading:

	From date of coming into operation of this Agree- ment to 31/12/79	From 1/1/80 to 31/12/80	From 1/1/81
	Per week R	Per week R	Per week R
Clothing machine mechanic:			
(a) Qualified.....	35,60	38,80	41,05
(b) Learner:			
<i>First year</i>			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience...	13,20	14,45	15,65
<i>Second year</i>			
First six months of experience.....	16,40	17,95	19,25
Second six months of experience...	19,60	21,40	22,90
<i>Third year</i>			
First six months of experience.....	22,80	24,90	26,50
Second six months of experience...	26,00	28,35	30,15
<i>Fourth year</i>			
First six months of experience.....	29,20	31,80	33,80
Second six months of experience...	32,40	35,30	37,40
Thereafter, the wage specified in (a), i.e.....	35,60	38,80	41,05
Clothing technician:			
(a) Qualified.....	35,60	38,80	41,05
(b) Learner:			
<i>First year</i>			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience...	13,20	14,45	15,65
<i>Second year</i>			
First six months of experience.....	16,40	17,95	19,25
Second six months of experience...	19,60	21,40	22,90
<i>Third year</i>			
First six months of experience.....	22,80	24,90	26,50
Second six months of experience...	26,00	28,35	30,15
<i>Fourth year</i>			
First six months of experience.....	29,20	31,80	33,80
Second six months of experience...	32,40	35,30	37,40
Thereafter, the wage specified in (a), i.e.....	35,60	38,80	41,05
Female presser:			
(a) Qualified.....	19,15	20,90	22,10
(b) Learner:			
<i>First year</i>			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience...	11,50	12,65	13,70
<i>Second year</i>			
First six months of experience.....	13,05	14,30	15,35
Second six months of experience...	14,55	15,95	17,05
<i>Third year</i>			
First six months of experience.....	16,10	17,60	18,70
Second six months of experience...	17,60	19,25	20,40
Thereafter, the wage specified in (a), i.e.....	19,15	20,90	22,10
Female underpresser:			
(a) Qualified.....	14,35	15,65	16,55
(b) Learner:			
<i>First year</i>			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience...	10,70	11,75	12,75
<i>Second year</i>			
First six months of experience.....	11,45	12,55	13,50
Second six months of experience...	12,15	13,30	14,25
<i>Third year</i>			
First six months of experience.....	12,90	14,10	15,00
Second six months of experience...	13,60	14,85	15,75
Thereafter, the wage specified in (a), i.e.....	14,35	15,65	16,55
(c) If advanced to learner female presser:			
First six months from date of advancement.....	14,35	15,65	16,55
Second six months from date of advancement...	16,75	18,25	19,30

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81		From date of coming into opera- tion of this Agree- ment to 31/12/79	From 1/1/80 to 31/12/80	From 1/1/81
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
Daarna, die loon voorge- skryf vir 'n parser, vrou, gekwalfiseer, d.w.s.....	19,15	20,90	22,10	Thereafter, the wage speci- fied for a qualified female presser, i.e.....	19,15	20,90	22,10
Werknemer graad A, man:				Grade A employee, male:			
(a) Gekwalfiseer.....	27,85	30,35	32,15	(a) Qualified.....	27,85	30,35	32,15
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding..	12,25	13,40	14,50	Second six months of experience...	12,25	13,40	14,50
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	14,45	15,80	17,00	First six months of experience....	14,45	15,80	17,00
Tweede ses maande ondervinding..	16,70	18,25	19,55	Second six months of experience...	16,70	18,25	19,55
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	18,90	20,65	22,05	First six months of experience....	18,90	20,65	22,05
Tweede ses maande ondervinding..	21,15	23,05	24,55	Second six months of experience...	21,15	23,05	24,55
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	23,40	25,45	27,05	First six months of experience....	23,40	25,45	27,05
Tweede ses maande ondervinding..	25,60	27,85	29,55	Second six months of experience...	25,60	27,85	29,55
Daarna, die loon in (a) voorgeskryf, d.w.s.....	27,85	30,35	32,15	Thereafter, the wage specified in (a), i.e.....	27,85	30,35	32,15
(c) Indien bevorder tot leerling- voorman of leerling toesig- houer:				(c) If advanced to learner foreman or male supervisor:			
Eerste ses maande vanaf datum van bevordering...	37,65	41,10	43,50	First six months from date of advancement.....	37,65	41,10	43,50
Tweede ses maande vanaf datum van bevordering..	45,50	48,50	50,60	Second six months from date of advancement....	45,50	48,50	50,60
Daarna, die loon voorge- skryf vir 'n voorman of toesighouer, gekwalfi- seer, d.w.s.....	53,40	55,95	57,70	Thereafter, the wage speci- fied for a qualified fore- man or male supervisor, i.e.....	53,40	55,95	57,70
Werknemer graad B, man:				Grade B employee, male:			
(a) Gekwalfiseer.....	17,05	18,60	20,00	(a) Qualified.....	17,05	18,60	20,00
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding..	11,15	12,25	13,35	Second six months of experience...	11,15	12,25	13,35
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	12,35	13,50	14,65	First six months of experience....	12,35	13,50	14,65
Tweede ses maande ondervinding..	13,50	14,80	16,00	Second six months of experience...	13,50	14,80	16,00
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	14,70	16,05	17,30	First six months of experience....	14,70	16,05	17,30
Tweede ses maande ondervinding..	15,85	17,30	18,65	Second six months of experience...	15,85	17,30	18,65
Daarna, die loon in (a) voorgeskryf, d.w.s.....	17,05	18,60	20,00	Thereafter, the wage specified in (a), i.e.....	17,05	18,60	20,00
(c) Indien bevorder tot werk- nemer graad A, man:				(c) If advanced to Grade A employee, male:			
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande vanaf datum van bevordering.....	17,05	18,60	20,00	First six months from date of advancement.....	17,05	18,60	20,00
Tweede ses maande vanaf datum van bevordering.....	21,15	23,05	24,55	Second six months from date of advancement.....	21,15	23,05	24,55
<i>Vyfde jaar</i>				<i>Fifth year</i>			
Eerste ses maande vanaf datum van bevordering.....	23,40	25,45	27,05	First six months from date of advancement.....	23,40	25,45	27,05
Tweede ses maande vanaf datum van bevordering.....	25,60	27,85	29,55	Second six months from date of advancement.....	25,60	27,85	29,55
Daarna, die loon voorgeskryf vir 'n werknemer graad A, man, gekwa- lificeer, d.w.s.....	27,85	30,35	32,15	Thereafter, the wage specified for a Grade A employee, male, quali- fied, i.e.....	27,85	30,35	32,15
Werknemer graad B, vrou:				Grade B employee, female:			
(a) Gekwalfiseer.....	17,05	18,60	20,00	(a) Qualified.....	17,05	18,60	20,00
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding..	11,15	12,25	13,35	Second six months of experience...	11,15	12,25	13,35
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	12,35	13,50	14,65	First six months of experience....	12,35	13,50	14,65
Tweede ses maande ondervinding..	13,50	14,80	16,00	Second six months of experience...	13,50	14,80	16,00

	Vanaf datum van inwer- king- trekking van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81		From date of coming into operation of this Agree- ment to 31/12/79	From 1/1/80 to 31/12/80	From 1/1/81
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
Derde jaar				Third year			
Eerste ses maande ondervinding...	14,70	16,05	17,30	First six months of experience....	14,70	16,05	17,30
Tweede ses maande ondervinding...	15,85	17,30	18,65	Second six months of experience...	15,85	17,30	18,65
Daarna, die loon in (a) voorgeskryf, d.w.s.....	17,05	18,60	20,00	Thereafter, the wage specified in (a), i.e.....	17,05	18,60	20,00
(c) Indien bevorder tot leerling- voorgewoon of leerlingtoesig- houdster:				(c) If advanced to learner fore- woman or female supervisor:			
Eerste ses maande vanaf datum van bevordering...	28,10	30,65	32,45	First six months from date of advancement.....	28,10	30,65	32,45
Tweede ses maande vanaf datum van bevordering...	32,05	34,15	35,50	Second six months from date of advancement.....	32,05	34,15	35,50
Daarna, die loon voorge- skryf vir 'n voorvrou of toesighoudster, gekwalifi- seer, d.w.s.....	36,00	37,70	38,55	Thereafter, the wage speci- fied for a qualified fore- woman or female super- visor, i.e.....	36,00	37,70	38,55
Werknemer graad C, vrou:				Grade C employee, female:			
(a) Gekwalifiseer.....	12,80	13,95	14,80	(a) Qualified.....	12,80	13,95	14,80
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding...	10,45	11,50	12,45	Second six months of experience...	10,45	11,50	12,45
Tweede jaar				Second year			
Eerste ses maande ondervinding...	10,90	12,00	12,90	First six months of experience....	10,90	12,00	12,90
Tweede ses maande ondervinding...	11,40	12,45	13,40	Second six months of experience...	11,40	12,45	13,40
Derde jaar				Third year			
Eerste ses maande ondervinding...	11,85	12,95	13,85	First six months of experience....	11,85	12,95	13,85
Tweede ses maande ondervinding...	12,30	13,45	14,30	Second six months of experience...	12,30	13,45	14,30
Daarna, die loon in (a) voorgeskryf, d.w.s.....	12,80	13,95	14,80	Thereafter, the wage specified in (a), i.e.....	12,80	13,95	14,80
(c) Indien bevorder tot werkne- mer graad B, vrou:				(c) If advanced to Grade B em- ployee, female:			
Vierde jaar				Fourth year			
Eerste ses maande vanaf datum van bevordering.....	12,80	13,95	14,80	First six months from date of advancement.....	12,80	13,95	14,80
Tweede ses maande vanaf datum van bevordering.....	15,85	17,30	18,65	Second six months from date of advancement.....	15,85	17,30	18,65
Daarna, die loon voorgeskryf vir 'n werknemer graad B, vrou, gekwa- lifiseer, d.w.s.....	17,05	18,60	20,00	Thereafter, the wage specified for a Grade B employee, female, quali- fied, i.e.....	17,05	18,60	20,00
Voorparser, man:				Male underpresser:			
(a) Gekwalifiseer.....	21,25	23,15	24,50	(a) Qualified.....	21,25	23,15	24,50
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	10,00	11,00	12,00	First six months of experience....	10,00	11,00	12,00
Tweede ses maande ondervinding...	11,40	12,50	13,55	Second six months of experience...	11,40	12,50	13,55
Tweede jaar				Second year			
Eerste ses maande ondervinding...	12,80	14,00	15,10	First six months of experience....	12,80	14,00	15,10
Tweede ses maande ondervinding...	14,20	15,55	16,70	Second six months of experience...	14,20	15,55	16,70
Derde jaar				Third year			
Eerste ses maande ondervinding...	15,60	17,05	18,25	First six months of experience....	15,60	17,05	18,25
Tweede ses maande ondervinding...	17,00	18,55	19,80	Second six months of experience...	17,00	18,55	19,80
Vierde jaar				Fourth year			
Eerste ses maande ondervinding...	18,40	20,05	21,35	First six months of experience....	18,40	20,05	21,35
Tweede ses maande ondervinding...	19,80	21,55	22,90	Second six months of experience...	19,80	21,55	22,90
Daarna, die loon in (a) voorgeskryf, d.w.s.....	21,25	23,15	24,50	Thereafter, the wage specified in (a), i.e.....	21,25	23,15	24,50
(c) Indien bevorder tot leerling- parser:				(c) If advanced to learner presser:			
Eerste ses maande vanaf datum van bevordering...	21,25	23,15	24,50	First six months from date of advancement.....	21,25	23,15	24,50
Tweede ses maande vanaf datum van bevordering...	25,60	27,85	29,55	Second six months from date of advancement.....	25,60	27,85	29,55
Daarna, die loon voorge- skryf vir 'n werknemer graad A, man, gekwali- fiseer, d.w.s.....	27,85	30,35	32,15	Thereafter, the wage speci- fied for a Grade A employee, male, quali- fied, i.e.....	27,85	30,35	32,15

DEEL C

Klerke en handelsreisigers:

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81
	Per week R	Per week R	Per week R
Klerke (mans):			
Eerste jaar ondervinding.....	18,35	20,05	21,20
Tweede jaar ondervinding.....	22,80	24,90	26,35
Derde jaar ondervinding.....	27,30	29,75	31,50
Vierde jaar ondervinding.....	31,70	34,55	36,55
Daarna.....	40,65	44,35	46,90
Klerke (vroue):			
Eerste jaar ondervinding.....	16,70	18,25	19,30
Tweede jaar ondervinding.....	19,40	21,15	22,40
Derde jaar ondervinding.....	22,25	24,30	25,70
Vierde jaar ondervinding.....	24,90	27,15	28,75
Daarna.....	27,50	30,00	31,75
	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.....	162,00	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 D

Algemeen:

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81
	Per week R	Per week R	Per week R
Ketelbediener.....	19,85	21,65	22,90
Versendingsverpakker.....	17,05	18,60	19,70
Voorman of toesighouer, gehalte- beheerder en instrukteur:			
Eerste ses maande ondervinding.....	37,65	41,10	43,50
Tweede ses maande ondervinding.....	45,50	48,50	50,60
Daarna.....	53,40	55,95	57,70
Voorvrou of toesighoudster, gehalte- beheerder en instruktrise:			
Eerste ses maande ondervinding.....	28,10	30,65	32,45
Tweede ses maande ondervinding.....	32,05	34,15	35,50
Daarna.....	36,00	37,70	38,55
Drywer van 'n motorvoertuig waar- van die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur so- danige voertuig getrek word soos volg is:			
Minder as 2 720 kg.....	22,75	24,85	26,30
2 720 kg en meer.....	24,80	27,05	28,60
Handelsreisiger se drywer.....	22,15	24,15	25,60
Wag.....	20,00	21,85	23,10
Algemene werker.....	15,25	16,60	17,55

PART C

Clerk and travellers:

	From date of coming into operation of this Agree- ment to 31/12/79	From 1/1/80 to 31/12/80	From 1/1/81
	Per week R	Per week R	Per week R
Clerical employees (male):			
First year of experience.....	18,35	20,05	21,20
Second year of experience.....	22,80	24,90	26,35
Third year of experience.....	27,30	29,75	31,50
Fourth year of experience.....	31,70	34,55	36,55
Thereafter.....	40,65	44,35	46,90
Clerical employees (female):			
First year of experience.....	16,70	18,25	19,30
Second year of experience.....	19,40	21,15	22,40
Third year of experience.....	22,25	24,30	25,70
Fourth year of experience.....	24,90	27,15	28,75
Thereafter.....	27,50	30,00	31,75
	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.....	162,00	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 D

General:

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 31/12/79	Vanaf 1/1/80 tot 31/12/80	Vanaf 1/1/81
	Per week R	Per week R	Per week R
Boiler attendant.....	19,85	21,65	22,90
Despatch packer.....	17,05	18,60	19,70
Foreman or male supervisor, quality controller and instructor:			
First six months of experience...	37,65	41,10	43,50
Second six months of experience.....	45,50	48,50	50,60
Thereafter.....	53,40	55,95	57,70
Forewoman or female supervisor, quality controller and instruc- tress:			
First six months of experience...	28,10	30,65	32,45
Second six months of experience.....	32,05	34,15	35,50
Thereafter.....	36,00	37,70	38,55
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, is as follows:			
Under 2 720 kg.....	22,75	24,85	26,30
2 720 kg and over.....	24,80	27,05	28,60
Traveller's driver.....	22,15	24,15	25,60
Watchman.....	20,00	21,85	23,10
General worker.....	15,25	16,60	17,55

(2) *Spanleiers*.—Benewens die loon bereken ingevolge subklousule (1) van hierdie klousule, moet 'n werknemer van wie vereis word om die pligte van 'n spanleier te onderneem, 'n addisionele R1,30 per week ontvang en betaal word terwyl hy aldus werksaam is.

(3) *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 verhoudings 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 verstrek is.

(4) Behalwe met die goedkeuring van die Raad of tensy hiër-in anders bepaal word, moet 'n werknemer wat van die een beroep oorgeplaas word na 'n ander waarvoor lone in hierdie Ooreenkoms voorgeskryf word, of terwyl hy in die diens van dieselfde werkgewer bly of wanneer hy diens by 'n ander werkgewer aanvaar, die loon betaal word wat voorgeskryf word ten opsigte van die ondervinding wat sodanige werknemer in die Nywerheid gehad het, afgesien van die beroep waarin sodanige ondervinding opgedoen is.

(5) *Differensiële lone*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n bepaalde dag of benewens 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 uitloop op 'n hoër loon as dié van sy eie klas;

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

(i) In die geval bedoel in paragraaf (a), minstens een vyfde van die hoër weekloon in subklousule (1) voorgeskryf; en

(ii) in die geval bedoel in paragraaf (b), minstens een vyfde van die hoogste weekloon in subklousule (1) van sodanige hoër klas voorgeskryf.

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

(6) Behoudens klousules 5 (4) en 12 moet 'n werknemer die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf is, ongeag of hy die volle tyd of minder gewerk het.

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

5. BETALING VAN LONE

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

For the purposes hereof, "Agreement" shall include any amendment thereto.

(2) (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet elke Vrydag gedurende werkure en wel op die plek en tyd gespesifiseer in die kennisgewing wat opgeplak is ooreenkomstig regulasie 8 (5) van die regulasies wat kragtens die Wet uitgevaardig is, maar nie later nie as 17h30 in konstant betaal word. Alle tyd wat verloop na die gewone werk-

(2) *Set leaders*.—In addition to the wages computed in terms of subclause (1) of this clause, any employee when called upon to perform the duties of a set leader, shall receive and be paid an additional R1,30 per week whilst so employed.

(3) *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 has been advised to the Council within 14 days of the employee's resuming work.

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

(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;

is 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 one-fifth of the higher weekly wage prescribed in subclause (1); and

(ii) in the case referred to in paragraph (b), not less than one-fifth 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) Subject to the provisions of clauses 5 (4) and 12, an employee shall be paid the full weekly wage prescribed in subclause (1) for an employee of his class whether he has worked full time or less.

(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) of this clause for a supervisor.

5. PAYMENT OF WAGES

(1) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this 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.

Vir die toepassing van hierdie klousule omvat "Ooreenkoms" alle wysigings van die Ooreenkoms.

(2) (a) Remuneration due to an employee shall be paid in cash each Friday during working hours at the place and time specified in the notice posted up in accordance with regulation 8 (5) of the regulations promulgated 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

ure en die tyd waarop die loon betaal word, word geag oortydwerk te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling geskied gedurende die werkure op die dag voor sodanige vakansiedag.

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

(c) Waar 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 vir enige tydperk tot op die tyd waarop betaling geskied.

(3) *Loonkoevertes*.—Alle lone moet aan die werknemers oorhandig word in verseelde koevertes waarop die volgende moet voorkom: Die naam van die werknemer, sy fabrieksnummer en die naam van die werkgewer, die getal ure deur die werknemer gewerk, sy voorgeskrewe weekloon, aftrekkings ingevolge subklousule (4) en klousule 12 (1) (2) en (3) (dit wil sê 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 bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is sonder dat hy op versoek of op las van sy werkgewer aldus afwesig is, 'n pro rata-bedrag vir die werklike tyd wat verloor is;

(b) met die skriftelike toestemming van die werknemer, bedrae 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 Nywerheidsraad nadat die werkgewer daartoe ingestem het om sodanige geld wat van sy werknemer se loon afgetrek is, te deponeer in 'n trust onder toesig van die Nywerheidsraad; en vir konstantbedrae wat op die loon voorgesket is;

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

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

(e) waar 'n werkgewer 'n skêr aan sy werknemer verskaf het, mag 'n weeklikse paaient van hoogstens 30c afgetrek word totdat die koste wat die werkgewer aangegaan het, terugbetaal is, maar indien die werknemer die skêr aan sy werkgewer terugbesorg, is hy geregtig op 'n 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 ander oorsaak wat buite die beheer van die bestuur is, geen werk vir 'n werknemer beskikbaar is nie, mag die werkgewer 'n pro rata-bedrag aftrek vir enige tyd wat verloor is wat meer as twee uur beloop;

(h) met die skriftelike toestemming van sy werknemer, mag bydraes tot die fondse van die vakvereniging afgetrek word;

(i) aftrekkings ten opsigte van geld wat teen die werknemer se loon voorgesket is;

(j) aftrekkings 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, kan 'n paaient van hoogstens 50c per week afgetrek word totdat die koste van die oorpak aan die werkgewer terugbetaal is.

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

(5) Werkgewers wat goedere, van welke aard ook al, aan hul werknemers verskaf, mag nie die bedrae wat daarvoor verskuldig is, van die besoldiging van sodanige werknemers aftrek nie. Besoldiging moet te alle tye, behoudens subklousule (4) hiervan en klousule 12, ten volle betaal word, en geen bedrag mag ten opsigte van goedere wat gedurende die vervaardigingsproses per ongeluk bederf is, afgetrek 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 betaal word deur die werkgewer of sy verteenwoordiger in die bedryfsinrigting waarin die werk verrig word.

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

made shall be deemed to be overtime. If a pay-day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

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

(3) *Wage envelopes*.—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number and the name of the employer. The envelope shall reflect the number of hours worked by the employee, his prescribed weekly wage rate, deductions made in terms of subclause (4) and clause 12 (1), (2) and (3) (i.e. short-time), and the period in respect of which payment is made.

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

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

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

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

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

(e) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding 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;

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

(6) Where work of any nature whatsoever is performed in an establishment by employees 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) Wanneer werk in die hele bedryfsinrigting of in 'n gedeelte daarvan tot stilstand kom of onderbreek word weens skade wat veroorsaak is deur 'n brand, storm of oorstrooming, moet 'n werkgever aan alle werknemers wat daardeur geraak word, lone vir 'n tydperk van hoogstens twee weke betaal: Met dien verstande dat sodanige betaling enige betaling ten opsigte van diensbeëindiging insluit wat ingevolge klousule 18 van hierdie Ooreenkoms verskuldig is: Voorts met dien verstande dat, waar werk in die hele bedryfsinrigting of in 'n gedeelte daarvan hervat word binne twee weke vanaf die datum waarop die werk aldus tot stilstand gekom het of onderbreek is, betaling slegs verskuldig is ten opsigte van die werklike tyd wat verlore gegaan het vir die werknemers wat daardeur geraak word. Die bepaling van hierdie subklousule is ook van toepassing op 'n werknemer wat op die datum van sodanige brand, storm of oorstrooming ooreenkomstig klousule 18 (8) van hierdie Ooreenkoms op proef in diens was.

6. TYDREGISTERS

(1) Elke werkgever moet tot tevredenheid van die Raad 'n halfoutomatiese tydregistreerklok of ander registreerstelsel verskaf en moet die werklike tyd waarin elke individuele werknemer in die bedryfsinrigting aanwesig was, buite alle redelike twyfel bereken.

(2) Elke werknemer moet, tensy deur siekte of 'n ander onvermydelike oorsaak verhinder, dag na dag die werklike tydperk registreer wat hy in die bedryfsinrigting aanwesig was.

(3) Elke werknemer moet sy aankoms en vertrek persoonlik registreer ooreenkomstig die metode wat in die bedryfsinrigting gevolg word, en geen werknemer mag sodanige tye vir 'n ander werknemer in sodanige bedryfsinrigting registreer nie.

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

7. LOONAANSPOURING, STUKWERK EN TAAKWERK

(1) Taakwerk word verbied, en werknemers van wie daar vereis word om 'n bepaalde getal produksie-eenhede te produseer, moet in diens geneem word volgens 'n stukwerk- of aanspooringstelsel soos dié waarvoor daar in hierdie klousule voorsiening gemaak word.

(2) Geen werkgever mag 'n werknemer vir stukwerk of enige ander vorm van loonaanspooring in diens neem nie, behalwe ooreenkomstig die volgende voorwaardes:

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

(b) Die Sekretaris van die Raad moet binne sewe dae na die invoering van stukwerk of 'n ander vorm van loonaanspooring daarvan in kennis gestel word.

(c) 'n Lys van die stukwerk tariewe en, in die geval van enige ander vorm van loonaanspooring, 'n staat wat duidelik toon hoe die bonusbetalings bereken sal word, moet onverwyld vertoon en opgeplak gehou word op 'n opvallende plek wat gereedlik toeganklik is vir die werknemers, en sodanige lys en/of staat moet *in situ* deur 'n agent van die Raad onderteken word.

(d) Die werknemers wat deur 'n loonaanspooringsskema, uitgesonderd 'n gewone stukwerksskema, geraak word, het die reg om 'n werkkomitee van twee (of die addisionale getal waarmee die werkgever instem) te kies, en waar daar 'n werkkomitee aangestel word, moet volledige besonderhede omtrent die manier waarop die skema sal funksioneer, vir die komitee beskikbaar gestel word.

(e) Volledige besonderhede van die loonaanspooringsskema, met vermelding van die werksaamhede wat geraak word, die werkwaardes en die punte waarmee daar by die berekening van die werkwaardes rekening gehou sal word, moet deur die werkgever bygehou word, en waar daar veranderinge aangebring word, moet die registers van die vorige stelsel vir 'n tydperk van een jaar na sodanige verandering bewaar word.

(f) Geen besonderhede van die loonaanspooringsskema mag so verander word dat die verdienste van die werknemers wat daardeur geraak word, verlaag word nie, tensy die werkkomitee (as daar een is), toestemming daartoe verleen het, en ingeval 'n geskil ontstaan, moet die aangeleentheid na die Raad verwys word: Met dien verstande dat hierdie bepaling nie van toepassing is op veranderinge wat aangebring word gedurende 'n proeftydperk van drie maande na die inwerkingtreding van die skema nie.

(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 a piece-work or incentive system as provided for in this clause.

(2) No employer shall employ any employee 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 a trial period of three months after the coming into operation of the scheme.

Stukwerk tariewe mag nie sonder die toestemming van die Raad verlaag word nie.

(g) Geen loonaansparingstelsel mag vir 'n tydperk van langer as een maand na 'n proeftydperk van drie maande voortgesit word nie tensy 'n sertifikaat waarin toestemming daartoe verleen word van die Nywerheidsraad verkry is.

8. GETALSVERHOUDING VAN WERKNEMERS

(1) *Snykamer*.—(a) Waar 'n werkgever vier of meer snyers in 'n bedryfsinrigting in diens het, moet hy een hoofsnier teen minstens die loon voorgeskryf in klousule 4 (1), Deel A, in diens hê.

(b) Die getal leerlinge wat vir snykamerwerkzaamhede in diens geneem is, mag altesaam hoogstens twee maal die getal gekwalifiseerde snyers, passers, binnevoeringsnyers en opmakers wees.

(2) (a) 'n Werkgever moet een gekwalifiseerde manlike masjienwerker of gekwalifiseerde manlike parser of gekwalifiseerde nasiener, binneryger, buiteryger of fatsoeneerder in diens hê voordat hy in enige werkzaamheid 'n manlike leerling, uitgesonderd 'n manlike leerlingwerknemer, in snykamerwerkzaamhede soos voorgeskryf in subklousule (1) in diens mag neem.

(b) Die getal manlike leerlinge aldus in diens, mag hoogstens twee maal die getal gekwalifiseerde manlike masjienwerkers, parsers, nasieners, binnerygers, buiterygers of fatsoeneerders wees.

(3) By die berekening van die getalsverhouding van werknemers soos voorgeskryf in subklousule (1) mag geen werknemer geag word 'n gekwalifiseerde werknemer te wees nie tensy hy 'n loon ontvang wat minstens die volgende bedra:

R29,20 per week—vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Desember 1979.

R31,80 per week—vanaf 1 Januarie 1980 tot 31 Desember 1980.

R33,80 per week—vanaf 1 Januarie 1981.

(4) Waar 'n werkgever 'n maatskappy met beperkte aansprekbaarheid of 'n vennootskap is, word geen direkteur of ander ampsdraer van sodanige maatskappy of vennootskap vir die berekening van die getalsverhouding geag 'n werknemer te wees nie.

(5) 'n Werkgever moet, ten opsigte van vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd diene wat werkzaam is in die beroep in subklousule (1) bedoel—

(a) vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Desember 1979—

(i) minstens 30 persent van die werknemers 'n loon van R17,05 of meer per week betaal;

(ii) minstens 25 persent van die werknemers 'n loon van R12,80 of meer per week betaal;

(iii) hoogstens 45 persent van die werknemers 'n loon van minder as R12,80 per week betaal;

(b) vanaf 1 Januarie 1980 tot 31 Desember 1980—

(i) minstens 30 persent van die werknemers 'n loon van R18,60 of meer per week betaal;

(ii) minstens 25 persent van die werknemers 'n loon van R13,95 of meer per week betaal;

(iii) hoogstens 45 persent van die werknemers 'n loon van minder as R13,95 per week betaal;

(c) vanaf 1 Januarie 1981—

(i) minstens 30 persent van die werknemers 'n loon van R20 per week of meer per week betaal;

(ii) minstens 25 persent van die werknemers 'n loon van R14,80 of meer per week betaal;

(iii) hoogstens 45 persent van die werknemers 'n loon van minder as R14,80 per week betaal.

(6) Ingeval die voorgeskrewe getalsverhouding van werknemers in 'n bedryfsinrigting te enige tyd nie aan die bepalings van hierdie klousule voldoen nie, moet die werkgever—

(a) onmiddellik ander werknemers teen die vereiste voorgeskrewe basiese loon in diens neem of, as sodanige werknemers nie beskikbaar is nie;

(b) die voorgeskrewe lone van genoeg werknemers in die geleedere van sy laer besoldigde werknemers permanent en in volgorde van hul ondervinding verhoog ten einde die getalsverhouding van die werknemers wat ingevolge hierdie klousule vereis word, te verkry en te handhaaf; en

(c) as alternatief en as 'n tydelike maatregel, die lone van genoeg werknemers in die geleedere van sy laer besoldigde werknemers in volgorde van hul ondervinding verhoog, en sodanige werknemers moet teen die hoër lone in diens gehou

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 Industrial Council.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) *Cutting room*.—(a) Where an employer employs four or more cutters in any establishment he shall employ one head cutter at a wage of not less than the wage prescribed in clause 4 (1), Part A.

(b) The number of learners employed in cutting room operations shall collectively not exceed twice the number of qualified cutters, fitters-up, interlining cutters and trimmers.

(2) (a) An employer shall employ one qualified male machinist or qualified male presser, or qualified passer, under-baster, out-baster or shaper, before he may employ in any operation any male learner, other than a male learner employee in cutting room operations as prescribed in subclause (1).

(b) The number of male learners so employed shall not exceed twice the number of qualified male machinists, pressers, passers, under-basters, out-basters or shapers.

(3) For the purpose of computing the ratio or proportion of employees prescribed in subclause (1) no employee shall be deemed to be a qualified employee unless he is in receipt of a wage of not less than the following:

R29,20 per week—from the date of coming into operation of this Agreement to 31 December 1979.

R31,80 per week—from 1 January 1980 to 31 December 1980.

R33,80 per week—from 1 January 1981.

(4) Where an employer is a limited liability company, or is a partnership, no director or other officer of such company or partnership shall be deemed to be an employee for ratio purposes.

(5) An employer shall in respect of female employees in his establishment for whom wages are prescribed in this Agreement, other than those employed in the occupation referred to in subclause (1), pay—

(a) from the date of coming into operation of this Agreement to 31 December 1979—

(i) not less than 30 per cent of such employees a wage of R17,05 per week or more;

(ii) not less than 25 per cent of such employees a wage of R12,80 per week or more;

(iii) not more than 45 per cent of such employees a wage lower than R12,80 per week;

(b) from 1 January 1980 to 31 December 1980—

(i) not less than 30 per cent of such employees a wage of R18,60 per week or more;

(ii) not less than 25 per cent of such employees a wage of R13,95 per week or more;

(iii) not more than 45 per cent of such employees a wage lower than R13,95 per week;

(c) from 1 January 1981—

(i) not less than 30 per cent of such employees a wage of R20 per week or more;

(ii) not less than 25 per cent of such employees a wage of R14,80 per week or more;

(iii) not more than 45 per cent of such employees a wage lower than R14,80 per week.

(6) In the event of the prescribed ratio or proportion of employees in terms of this clause being defective in any establishment at any time, then the employer shall—

(a) immediately engage other employees at the necessary prescribed basic wage or, if such employees are not then available;

(b) 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 or proportion of employees required in terms of this clause; and

(c) alternately, 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

word solank hy dit nodig vind om die voorgeskrewe getalsverhouding van sy werknemers te verkry en te handhaaf, en sodanige tydlike verhoging moet aan elke betrokke werknemer verdiedelik word.

(7) Vir die bepaling van die getalsverhouding van werknemers word enigeen wat kragtens 'n vrystelling in 'n bedryfsinrigting in diens is, geag 'n "leerling"-werknemer te wees.

(8) Vir die toepassing van hierdie klousule word algemene werkers, ketelbedieners, oppassers, versendingsverpakkers, handelsreisigers, handelsreisigers se drywers, klerke, drywers van motorvoertuie, klerasiesmasjienwerktuigkundiges en wagte uitgesluit.

9. GEWONE WERKURE, ETENS- EN RUSPOUSES

(1) *Gewone werkure.*—Daar moet vyf dae per week gewerk word, en wel vanaf Maandag tot en met Vrydag, en die gewone werkure van 'n werknemer mag hoogstens—

(a) 43 uur, uitgesonderd etenspouses, maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Vrydag wees;

(b) agt en 'n driekwart uur op enige dag tussen 07h30 en 18h00 wees;

behalwe in die geval van ketelbedieners, wie se weeklikse en daaglikse werkure onderskeidelik 46 en 9½ mag beloop, en wagte of oppassers, wie se weeklikse en daaglikse werkure onderskeidelik 72 en 12 mag beloop.

(2) *Werkure moet aaneenlopend wees.*—Alle werkure op 'n bepaalde dag, met uitsondering van etenspouses en ruspouses soos in hierdie klousule bepaal, moet aaneenlopend wees.

(3) *Ruspouses.*—(a) *Werknemers wat nie met 'n vervoertoestel werk nie.*—Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n handelsreisiger, 'n wag, 'n drywer van 'n motorvoertuig of 'n werknemer wat goedere en boodskappe buite die bedryfsinrigting van sy werkgever aflewer, 'n rus-pouse van minstens 10 minute toestaan, so na doenlik aan—

(i) die middel van elke oggendskof;

(ii) die middel van elke middagskof;

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

(b) *Werknemers wat met 'n vervoertoestel werk.*—Aan werknemers wat werk verrig waarby 'n vervoertoestel gebruik word, moet daar geskikte ruspouses gedurende werkure verleen word, en sodanige ruspouses moet altesaam minstens 30 minute per dag beloop. Al sodanige ruspouses moet gereken word as deel van die werknemer se werkure, maar geen werk hoegenaamd mag gedurende sodanige ruspouses gedoen word deur 'n werknemer wat hierdie tipe werkzaamheid verrig nie.

(4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir meer as vyf uur aaneen sonder 'n pouse van minstens een uur te werk nie: Met dien verstande dat—

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

(ii) 'n werknemer van wie daar vereis word of wat toegelaat word om vir twee of meer tydperke wat onderbreek word deur pouses van minder as een uur [uitgesonderd die ruspouses voorgeskryf in subklousule (3)] te werk en wie se werktydperke altesaam meer as vyf uur beloop, geag word werkzaam te gewees het vir 'n ononderbroke tydperk van meer as vyf uur.

(5) *Skofwerk.*—Ongeag hierdie klousule, mag werknemers wat borduurwerk, rekwerk en plooiwerk in enige bedryfsinrigting verrig of wat een of meer werkzaamhede in verband met 'n gerekenariseerde stelsel van patroongradering in enige bedryfsinrigting verrig, toegelaat word om twee of meer skofte te werk: Met dien verstande dat die Raad sodanige voorwaardes mag neerlê wat hy goeëndink.

'n Werkgever mag nie 'n werknemer skofte laat werk nie tensy die voorwaardes wat deur die Raad ingevolge hierdie klousule bepaal is, nagekom word.

(6) *Voorbehoudsbepaling.*—Hierdie klousule is nie op handelsreisigers, handelsreisigers se drywers en wagte of oppassers van toepassing nie:

Met dien verstande dat in die geval van 'n wag of oppasser daar nie van hom vereis of hy nie toegelaat mag word om meer as ses dae aaneen onder 'n diensvrye dag met volle besoldiging te werk nie: Voorts met dien verstande dat die werkgever, in plaas daarvan om sy wag of oppasser dié dag vry te gee, die betrokke werknemer die loon betaal wat hy sou ontvang het al het hy nie op sodanige dag gewerk nie, plus 'n bedrag van minstens sy dagloon vir die dag wat nie toegestaan was nie. Subklousules (2), (3) en (4) is nie van toe-

establish and maintain his prescribed ratio or proportion of employees, and such temporary advancement must be explained to each employee concerned.

(7) Any person employed in an establishment under exemption shall be deemed to rank as a "learner" employee for the purpose of the ratio of employees.

(8) For the purposes of this clause, general workers, boiler attendants, caretakers, despatch packers, travellers, travellers' drivers, clerical workers, motor vehicle drivers, clothing machine mechanics and watchmen shall be excluded.

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

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

(a) 43 hours, excluding meal intervals, but including rest intervals, in any week from Monday to Friday, inclusive;

(b) eight and three quarter hours on any day between the hours of 07h30 and 18h00;

except that in the case of boiler attendants the weekly hours may be 46 and the daily hours 9½ and in the case of watchmen or caretakers the weekly hours may be 72 and the daily hours 12.

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

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

(i) the middle of each morning work period;

(ii) the middle of each afternoon work period;

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

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

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

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

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

(5) *Shift work.*—Notwithstanding the provisions of this clause, employees engaged in embroidery, elasticating and pleating operations in any establishment or who perform any one or more duties in connection with a pattern grading computerised system in any establishment, shall be permitted to work two or more shifts subject to such conditions as the Council may deem fit.

No employer shall employ any employee on shift work except in accordance with the conditions determined by the Council in terms of this Clause.

(6) *Savings.*—The provisions of this clause shall not apply to travellers, travellers' drivers, and watchmen or caretakers: Provided that in the case of 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 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

passing nie op 'n werknemer wat noodwerk verrig of werk doen in verband met die opknapping en herstel van masjinerie wat nie gedurende die gewone werkure onderneem kan word nie.

10. OORTYDWERK

(1) *Oortydwerk*.—Alle tyd wat buite die gewone daaglikse ure soos voorgeskryf in klousule 9 of voor 07h30 en na 18h00 van Maandag tot Vrydag gewerk word, word geag oortydwerk te wees.

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

(b) *Vroulike werknemers*.—(i) *Daaglikse, weeklikse en jaarlikse perke*.—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om voor 06h00 of na 18h00 op enige dag te werk nie en hy mag ook nie sodanige werknemer toelaat of van haar vereis om langer as—

- (aa) 10 uur in 'n week;
- (ab) twee uur op 'n dag;
- (ac) drie agtereenvolgende dae;
- (ad) 60 dae in 'n jaar;

oortyd te werk nie.

(ii) *Werknemers moet kennis gegee word van oortydwerk*.—Daar mag nie van 'n werknemer vereis of sy mag nie toegelaat word om langer as een uur 'n dag oortyd te werk nie tensy die werkgewer—

- (aa) voor die middag kennis daarvan aan sodanige werknemer gegee het; of
- (ab) sodanige werknemer voorsien van 'n toereikende ete voordat sy met haar oortydwerk moet begin; of
- (ac) sodanige werknemer 'n toelae van 40c betaal het ten einde haar in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

'n Etenspouse van minstens een uur moet tussen die einde van die gewone werkure en die begin van die oortydwerk aan vroulike werknemers, toegestaan word wanneer sodanige oortydwerk langer as een uur duur: Met dien verstande dat geen tydskof langer as vyf uur sonder 'n etenspouse mag wees nie.

(3) *Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag in die diens van 'n werkgewer aan die werk te wees—*

- (a) gedurende enige tydperk waarin hy ooreenkomstig die vereistes van sy werkgewer aanwesig is in of op persele waarin of waarop die Nywerheid beoefen word;
- (b) gedurende enige tydperk wat hy in of op sodanige persele teenwoordig is; en
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, ongeag of sodanige voertuig gedryf word of nie;

Met dien verstande dat as daar bewys word dat sodanige werknemer vir 'n bepaalde gedeelte van die tydperk bedoel in paragraaf (b) of (c) werklik diens verrig het, die veronderstelling ingevolge hierdie subklousule nie ten opsigte van dié tydperk op sodanige werknemer van toepassing is nie.

(4) *Oortydbesoldiging word daaglik verdien en moet van dag tot dag bereken word as tyd gewerk na voltooiing van die gewone daaglikse werkure van 'n bedryfsinrigting. Waar daar van 'n werknemer vereis word om oortyd vir 'n korter tydperk as 15 minute te werk, moet daar vir al sodanige oortydwerk betaal word as 'n kwart van 'n uur se oortydwerk.*

(5) *Die bepalings in verband met oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd handelsreisigers en handelsreisigers se drywers.*

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, soos volg betaal:

- (a) As hy 'n tydwerker is, minstens een en 'n half maal sy minimum weekloon, soos voorgeskryf in klousule 4 (1), gedeel deur 43 vir elke uur of gedeelte van 'n uur aldus gewerk;
- (b) as hy 'n stukwerker is, minstens een en 'n half maal sy stukweekloon;
- (c) as hy 'n ketelbediener is, minstens 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 wag of 'n oppasser is, minstens een en 'n half maal sy minimum weekloon, gedeel deur 72 vir elke uur of gedeelte van 'n uur aldus gewerk;

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*.—All time worked in excess of the ordinary daily hours prescribed in clause 9 or before 07h30 and after 18h00 on Monday to Friday, 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) gives notice thereof to such employee before midday; or
- (ab) provides such employee with an adequate meal before she has to commence overtime; or
- (ac) pays such employee an allowance of 40c to enable the employee to obtain a meal before the overtime is due to commence.

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

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

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

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

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

(5) The provisions in connection with overtime shall apply to all employees in an establishment, except travellers and travellers' drivers.

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

(1) *Overtime*.—An employer shall pay to his employee in 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 43 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 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 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:

Met dien verstande dat waar 'n werknemer 'n loon van R3 600 per jaar of meer ontvang, sy werkgever 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 mag dié voorwaardes neerlê wat hy goeëndink.

(b) Behoudens paragraaf (c) van hierdie subklousule, moet alle tyd wat op Saterdag gewerk word, geag word oortyd 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 'n 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 'n werknemer se voorgeskrewe minimum uurloon vir elke uur of gedeelte van 'n uur aldus gewerk.

(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 vereis word of hy toegelaat word om op 'n Sondag te werk, moet sy werkgever sodanige werknemer 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;

(ii) as hy vir 'n tydperk van langer as vier uur aldus werk, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging minstens gelyk aan dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik per 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 binne sewe dae vanaf sodanige Sondag een werkdag, d.w.s. 'n ander dag as 'n Saterdag of 'n Sondag, as 'n vakansiedag toestaan en hom ten opsigte daarvan minstens agt en 'n driekwart uur se besoldiging betaal: Met dien verstande dat, vir die toepassing van hierdie subklousule, 'n stukwerker minstens die ekwivalente bedrag waarop hy geregtig sou gewees het as hy as tydwerker werksaam was, betaal moet word.

(4) *Openbare vakansiedae.*—'n Werknemer is ten opsigte van ondergenoemde openbare vakansiedae geregtig op verlof met volle besoldiging, en waar daar van hom vereis 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 geword het.

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

Die werknemer moet vir sodanige namiddag volle betaling ontvang ten opsigte van die ure wat gewoonlik op Donderdagnamiddag gewerk word. Waar daar op sodanige halfdag vakansie met besoldiging gewerk word, moet die werknemers, benewens betaling vir sodanige vakansiehalfdag ook betaling teen die oortydtarief ontvang vir tyd na 13h00 gewerk.

(7) Die bepalinge in verband met oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd handelsreisigers en handelsreisigers se drywers.

Provided that where an employee is in receipt of a wage of R3 600 per annum or over, his employer shall pay 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.

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

(a) pay to the employee—

(i) if he so worked 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 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 a 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 thereof not less than eight and three-quarter hour's 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 holidays, and where he is required or permitted to work on such holiday he shall be paid in addition to his normal wage in respect of such holiday wages at straight time in respect of the hours so worked:

Good Friday, Easter Monday, Republic Day, Ascension Day, 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-holidays, the employees shall, in addition to payment for such half-holiday, receive payment for time worked after 13h00 at overtime rates.

(7) The provisions in connection with overtime shall apply to all employees in an establishment, except travellers and travellers' drivers.

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 vir minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig klousule 4 (1) hiervan te ontvang.

13. VERSKAFFING VAN TEE EN ANDER DRANKE

(1) Waar tee (of ander drank) deur die werkgewer verskaf word, kan hoogstens 1c per koppie afgetrek word van die loon van die werknemers: Met dien verstande dat 'n meerderheid van 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 rus-pouse en ook gedurende die middagete.

14. INDIENSNEMING VAN SEKERE PERSONE
VERBODE

(1) *Persones onder die ouderdom van 15 jaar.*—Geen werk-gewer mag enigeen onder die ouderdom van 15 jaar in diens neem nie.

(2) *Verbod ten opsigte van sekere vroue.*—(a) Daar mag nie van 'n vrou vereis of sy mag nie toegelaat word om 'n stryk-yster met 'n massa van meer as 4 kg te gebruik nie.

(b) Daar mag nie van 'n vroulike versendingsverpakker vereis of sy mag nie toegelaat word om 'n pakket of baal met 'n massa van meer as 10 kg te verskuif nie.

(3) *Nie-lede van vakvereniging.*—'n Werknemer wat nie lid is nie van die vakvereniging wat geregistreer is vir die Klerasie-nywerheid in die landdrosdistrik waarin hierdie Ooreenkoms van krag is, mag nie deur 'n lid van die werkgeversorganisasies vir 'n langer tydperk as een maand in diens geneem word nie: Met dien verstande dat hierdie subklousule nie van toe-passing is nie op—

(a) klerke; of

(b) 'n werknemer aan wie, na die mening van die Raad, lidmaatskap van die vakvereniging geweier is sonder 'n regs-geldige rede, as die applikant binne 30 dae na sodanige weiering by die Raad aansoek gedoen het om vrystelling van hierdie klousule;

(c) enige 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 na sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum van sy indiensneming in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE
VAKANSIEDAE

(1) *Jaarlikse verlof.*—Behoudens subklousule (7) van hierdie klousule, moet daar aan elke werknemer tussen 15 Desember van elke jaar en 14 Januarie van die daaropvolgende jaar, jaarlikse verlof vir minstens drie agtereenvolgende weke en een dag verleen word wat uit die volgende bestaan en waar-voor daar soos volg betaal moet word:

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

(i) 13 gewone werksdae teen volle besoldiging;

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

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) *Prohibition in respect of certain females.*—(a) A female shall not be required or permitted to use an iron of more than 4 kg in mass.

(b) A female despatch packer shall not be required or permitted to move any parcel or bale with a mass exceeding 10 kg.

(3) *Non-members of trade union.*—No member 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 registered for the Clothing Industry for the Magisterial District in which this Agreement is operative: Provided that the provisions of this subclause shall not apply to—

(a) clerical employees; or

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

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

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

15. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) *Annual leave.*—Subject to the provisions of subclause (7) of this clause, 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 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) wanneer Gelofte-dag binne die tydperk van die jaarlikse verlof val, moet dit ook ooreenkomstig klousule 11 (4) van hierdie Ooreenkoms as 'n openbare vakansiedag met besoldiging beskou word en moet die jaarlikse vakansieverloftydperk gevolglik met een dag verleng word;

(b) in die geval van 'n werknemer wat op 15 Desember van 'n jaar nie een jaar aaneenlopende diens by sy werkgever voltooi het nie en wic se diens nie beëindig is nie—

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

(ii) vir enigeen van die openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse verloftydperk gesluit is, naamlik Gelofte-dag, Kersdag, Gesinsdag en Nuwejaarsdag, 'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag;

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

Een dag se besoldiging ten opsigte van elke voltooiide maand diens, bereken vanaf 15 Desember van die vorige jaar of vanaf die datum van indiensneming, naamlik die tydperk wat die kortste is:

Voorts met dien verstande dat 'n werkgever nie enige dae verlof met besoldiging wat aan sodanige werknemer toegestaan is bo en behalwe die getal dae verlof met besoldiging waarop hy geregtig is 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 tydperk van jaarlikse verlof val, d.w.s. Kersdag, Gesinsdag en Nuwejaarsdag, is alle werknemers geregtig op en moet hulle verlof met volle besoldiging verleen word op Gelofte-dag, Goeie 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 paragraaf (a) van hierdie subklousule gemeld word, is hy geregtig op betaling vir sodanige openbare vakansiedag mits sodanige vakansiedag binne 'n verlengde tydperk val wat soos volg bereken word:

Een werksdag ten opsigte van elke voltooiide 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) word gevoeg by die datum waarop die werknemer se diens eindig, en indien 'n openbare vakansiedag met besoldiging binne sodanige verlengde tydperk val, moet daarvoor betaal word:

Voorts met dien verstande dat—

(i) waar 'n werkgever om 'n ander rede as ontslag sonder kennisgewing die diens van sy werknemer te eniger tyd gedurende Desember van 'n jaar beëindig om 'n regsgeldige rede soos in klousule 18 (1) (a) bedoel, sodanige werknemer een dag se besoldiging betaal moet word ten opsigte van elkeen van die openbare vakansiedae soos in subklousule (1) (a) (ii) bedoel, wat na die datum van diensbeëindiging val;

(ii) waar 'n werknemer aan sy werkgever kennis gee van sy voorneme om sy diens te eniger tyd gedurende Desember van 'n jaar te beëindig, sodanige werknemer nie op betaling ten opsigte van die openbare vakansiedae met besoldiging wat in subklousule (1) (a) (ii) bedoel word, geregtig is nie tensy sodanige openbare vakansiedae met besoldiging binne 'n verlengde tydperk val soos ooreenkomstig hierdie klousule bereken.

(c) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Krugerdag, Setlaarsdag, Kersdag, Gesinsdag, Nuwejaarsdag of Republiekdag 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 nie.

(d) Ingeval 'n vakansiedag met besoldiging op 'n Sondag val, word die dag daarna geag sodanige vakansiedag te wees,

(e) Ingeval enigeen van die vakansiedae met besoldiging soos in subklousule (1) 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 onmiddellik voor sodanige Saterdag.

(f) Wanneer 'n werknemer werk op 'n vakansiedag met besoldiging wat op 'n Saterdag val, moet hy vir sodanige dag betaal word ooreenkomstig subklousule (2) (e) en daarbenewens een en 'n half maal sy uurloon ontvang vir elke uur op sodanige Saterdag gewerk.

(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 15 December of any year has not completed one year's continuous employment with his employer and whose employment has not been terminated—

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

(ii) for any of the public holidays falling within the period during which the establishment is closed for the annual leave period; namely 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 service 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 to 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 service terminates immediately before any of the paid public holidays mentioned in paragraph (a) of this subclause, he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:

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

Provided further that—

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

(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) (ii) 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, Ascension Day, the Day of the Covenant, Kruger Day, Settlers' Day, Christmas Day, Boxing Day, New Year's Day or Republic 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 day following.

(e) In the event of any of the paid holidays referred to in subclause (1) and in paragraph (a) hereof falling on a Saturday, an employer shall pay his employee who does not work on such day five and one-half hours' wage in addition to the remuneration which is due to him for time worked from Monday to the Friday immediately preceding such Saturday.

(f) Whenever an employee works on 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) *Verlofbesoldiging.*—Die werkgewer moet aan sy werknemer aan wie verlof ingevolge subklousule (1) hiervan verleen is, sy besoldiging ten opsigte van sodanige verlof voor of op die laaste werkdag voor die begin van genoemde tydperk betaal, en enige bedrag wat ingevolge subklousule (1) of (2) aan 'n werknemer betaal word, moet bereken word teen die besoldiging wat die werknemer onmiddellik voor die datum waarop die verlof verskuldig geword het of waarop sy diens beëindig is, na gelang van die geval, ontvang het, en wanneer 'n werknemer besoldig word op 'n ander grondslag as ooreenkomstig die tyd werklik deur hom gewerk, moet sy gewone besoldiging vir die toepassing van hierdie klousule bereken word asof hy per uur besoldig was en moet dit op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, 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 by die werkgewer in diens getree het; of

(b) die datum waarop 'n werknemer aan wie daar ooreenkomstig 'n ander ooreenkoms of loonreëlende maatregel afwesigheidsverlof met volle besoldiging toegestaan is, kragtens sodanige ooreenkoms op verlof geregtig geword het, naamlik die jongste datum.

(5) By die berekening van die dienstydsperk wat 'n werknemer op jaarlikse verlof geregtig maak ooreenkomstig die bepalings van subklousule (1), mag korttyd nie deur 'n werkgewer afgetrek word nie.

(6) Wanneer 'n werknemer van sy werk af wegbly [om 'n ander rede as dié bedoel in subklousule (9) of om 'n rede wat deur sy werkgewer nie as afdoende beskou word nie] word sodanige afwesigheid nie ingevolge subklousule (1) as diens gereken nie.

(7) *Klerke, onderhoudspersoneel en nagwagte.*—'n Werkgewer kan onderling met sy klerke, onderhoudspersoneel en nagwagte 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) bepaal, en in só 'n geval is sodanige werknemer geregtig op minstens drie agtereenvolgende weke verlof wat binne drie maande na die einde van die jaar diens waarop dit betrekking het, toegestaan moet word.

(8) *Verlof en kennisgewing van diensbeëindiging mag nie saamval nie.*—Behalwe in die geval van maandeliks besoldigde werknemers gedurende die maande Desember en Januarie, mag die jaarlikse verloftydsperk van 'n werknemer nie saamval met enige tydperk waarin 'n werknemer kennis van diensbeëindiging gegee het of gegee is of waarin hy militêre diens ingevolge die Verdedigingswet, 1957 verrig nie.

(9) Enige tydperk waarin 'n werknemer—

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

(b) weens militêre diens wat hy in daardie jaar ondergaan, hoogstens vier maande afwesig is; of

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

(d) van die werk afwesig is weens siekte of weens die feit dat geen vrou gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die geboorte eindig, in 'n bedryfsinrigting mag werk nie en geen werkgewer gedurende daardie tydperk van 'n vroulike werknemer mag vereis of haar mag toelaat om te werk nie (as die kind doodgebore word of te sterwe kom voor die verstrikking van agt weke na geboorte, is hierdie subklousule met ingang van die datum wat die Nywerheidsraad bepaal, nie meer van toepassing nie);

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 enige tydperk van afwesigheid weens siekte van langer as drie agtereenvolgende dae, as die werknemer [maar nie 'n werknemer in voorbehoudsbepaling (ii) bedoel nie] versuim om, nadat die werkgewer hom daartoe versoek het, aan die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê waarin verklaar word dat hy weens siekte verhinder was om sy werk te doen, of ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige 12 maande diens wat meer as 30 dae beloop;

(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 (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 his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

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

(a) the date on which the employee entered the employer's service; or

(b) the date on which an employee who has, in accordance with any other agreement or wage regulating measure, been granted leave of absence on full pay, became entitled to such leave in terms of such agreement, whichever may be the later.

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

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

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

(8) *Leave and notice not to be concurrent.*—Except in the case of monthly-paid employees during the months of December and January, the period of annual leave of an employee shall not be concurrent with any period during which an employee is under notice of termination of employment or is undergoing military service in terms of the Defence Act, 1957.

(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; or

(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 still-born or dies before the expiration of eight weeks after birth, the provisions of this subclause shall cease to apply as from the date fixed by the Industrial 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 proviso (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) van 'n werknemer van wie se werkgewer daar vereis word om ingevolge enige parlementêre wet voorsiening te maak vir die versorging en behandeling van sodanige werknemer wanneer hy siek of beseer is, daar nie vereis mag word om 'n sertifikaat van 'n mediese praktisyn ten opsigte van enige tydperk van afwesigheid soos in voorbehoudsbepaling (i) bedoel, voor te lê nie.

(10) *Jaarlikse verloftydperk vooraf bekendgemaak.*—Die werkgewer moet minstens een kalendermaand vooraf kennis gee van die werklike datum van die verloftydperk aan die einde van die jaar deur 'n gepaste kennisgewing in die fabriek te vertoon op 'n opvallende plek wat vir sy werknemers gereedlik toeganklik is.

(11) *Verlenging van jaarlikse verloftydperk.*—'n Werkgewer mag nie die jaarlikse verloftydperk in subklousule (1) vermeld, verleng nie tensy hy vooraf toestemming verkry het van die Raad wat sodanige voorwaardes kan opleë as wat hy goed ag.

16. INDIENSNEMING, OORPLASING EN DIENS-BEËINDIGING

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

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

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

By die indiensneming van sodanige werknemer moet die werkgewer onverwyld die naam van die fabriek en die datum van indiensneming inskryf in die ruimte wat daarvoor in 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 werkgewer oorhandig, en die werkgewer moet in die ruimte wat daarvoor verskaf word, die datum van diensbeëindiging inskryf en sodanige datum parafeer.

Indien die diensverslagkaart toon dat die werknemer weer tot die Nywerheid toetree na 'n bevalling, mag die werkgewer nie die werknemer toelaat om te begin werk nie totdat 'n na-geboortesertifikaat ingevolge subklousule (7) ingedien is.

(2) *Dienskaart moet by diensbeëindiging aan die werknemer terugbesorg word.*—By die diensbeëindiging van 'n werknemer moet die werkgewer 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 diensverslagkaart 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" op die kaart ingeskryf word op die reël onderkant dié waarop die datum van diensbeëindiging aangeteken word.

(3) *Prosedure wanneer werknemer nie 'n dienskaart indien nie.*—Die werkgewer moet onmiddellik by indiensneming 'n aansoekvorm 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 werkgewer 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 personeel veranderinge in 'n week plaasgevind het nie, 'n "Nul"-opgawe ingedien moet word.

(5) *Kennis van oorplasinge moet gegee word.*—Elke werkgewer 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.

(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 proviso (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) 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, 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) *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.

Die werkgever moet insgelyks oorplasinge aanteken op die onderskeie dienskaarte 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 Aanhangel E van hierdie Ooreenkoms (kyk klousule 18).

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

Waar 'n werknemer se diens nie beëindig 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 nog dieselfde werkgever nog '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) *Procedure 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 Aanhangel F van hierdie Ooreenkoms.

17. REGISTERKAARTE EN OOREENKOMS

(1) *Registerkaarte.*—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) aanvangsdatum van diens;
- (h) vorige ondervinding;
- (i) nommer van dienssertifikaat of dienskaart;
- (j) aanvangsloon;
- (k) verhogingsdatums;

(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 opklak en opgeklak 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 mag menings wat nie met die bepalings hiervan onbestaanbaar is nie, vir die leiding van die werkgewers 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 daar voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as een week of een maand, na gelang van die geval;

(c) subklousule (8);

moet 'n werkgever of sy werknemer in die geval van 'n weekliks besoldigde werknemer minstens een week vooraf en in die geval van 'n maandeliks besoldigde werknemer minstens een maand vooraf kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) *Betaling of verbeuring van betaling 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;

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 re-commence employment or to start fresh employment unless the employee produces a properly completed "post-natal examination certificate" of fitness for employment.

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

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

(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) date of commencement of service;
- (h) previous experience;
- (i) number of certificate of service or service card;
- (j) commencing wage;
- (k) dates of increments;

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

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

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;

(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 or 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 die geval van 'n maandelikse besoldigde werknemer, een maand se loon;

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

In verband met bostaande bepalings word afwesigheid van werk vir 'n tydperk van ses agtereenvolgende kalenderdae sonder dat toestemming vooraf verkry is, geag 'n beëindiging van die dienskontrak te wees, tensy die werknemer binne sodanige ses dae by sy werkgever 'n doktersertifikaat ingedien het waarin verklaar word dat hy ongeskik is om sy gewone werk te verrig; en in so 'n geval moet die werkgever binne drie dae na ontvangs van sodanige sertifikaat die werknemer daarvan in kennis stel dat hy die betrekking van sodanige werknemer sal oophou totdat die werknemer geskik is om te werk of moet hy sodanige werknemer skriftelik kennis gee van die beëindiging van sy diens. 'n Werkgever wat nalaat om sy werknemer se werk oop te hou of om binne sodanige drie dae kennis te gee, moet die werknemer dan betaal in plaas van hom kennis te gee.

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

(3) Indien die geld wat 'n werkgever aan lone verskuldig is aan 'n werknemer, minder is as die volle bedrag van die verbeuring soos in subklousule (2) bedoel, het die werkgever, ondanks andersluidende bepalings in hierdie Ooreenkoms, die reg om sodanige bedrag af te trek van ander voordele (as daar is) wat sodanige werknemer ten tyde van die beëindiging van sy dienskontrak toekom.

Vir die toepassing van hierdie subklousule word enige betaling wat ingevolge klousule 15 (1), (2) en (3) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag 'n voordeel te wees wat hom toekom.

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

(5) *Datum van inwerkingtreding van kennisgewing.*—(a) *Weekliks besoldigde werknemers.*—Daar moet voor of op die dag waarop die werkweek van die bedryfsinrigting eindig, kennis gegee word, en sodanige kennisgewing geld vanaf sodanige dag, ongeag of sodanige dag die gereelde betaaldag van die bedryfsinrigting is of nie.

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

(6) Vir die toepassing van hierdie klousule, beteken 'n week kennisgewing 'n werkweek van hoogstens die getal ure wat gewoonlik deur die werknemer gewerk word, of 'n volle week se loon in plaas daarvan, en dieselfde voorbehoudsbepaling is van toepassing op die tydperk van kennisgewing soos voorgeskryf of onderling ooreengekom ooreenkomstig subklousule (4).

(7) Waar korttyd in 'n bedryfsinrigting gewerk word, moet kennisgewing van diensbeëindiging geskied ooreenkomstig paragrawe (a) en (b) hiervan, nl.:

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

(b) 'n werkgever wat korttyd laat werk, moet 'n werknemer vir dieselfde tydperk kennis gee van die beëindiging van sy dienskontrak.

(8) *Proeftydperke.*—(a) *Weeklikse werknemers.*—Hierdie klousule is nie van toepassing ten opsigte van die eerste week nadat die werknemer begin werk het nie. Sodanige week word geag 'n proeftydperk te wees waarin die werkgever of die werknemer die dienskontrak kan beëindig deur vier uur vooraf 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 dienskontrak deur die werkgever of die werknemer beëindig kan word deur 24 uur vooraf kennis te gee.

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

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

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

For the 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 insufficient 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 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) For the purposes of this clause, a week's notice shall mean a working week of not more than the number of hours ordinarily worked by the employee, 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 paragraphs (a) and (b) hereof, viz:

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

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

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

(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. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigen aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en ook die tydperk bepaal waarvoor sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit goedvind, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

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

(5) 'n Werknemer wat werk ooreenkomstig 'n vrystelling van een of meer van die bepalings van klousule 4 (1), word geag 'n "leerling" te wees vir die doel van die getalsverhouding van werknemers waarvoor daar in klousule 8 van hierdie Ooreenkoms voorsiening gemaak word.

20. SITPLEKKE

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

21. GEREEDSKAP EN MATERIAAL

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

22. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 3c per week aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag elke maand, 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 vorm wat deur die Raad verskaf word soos in Aanhangsel G van hierdie Ooreenkoms voorgeskryf.

23. VERTEENWOORDIGERS VAN DIE VAKVERENIGING 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 te verrig.

24. AGENTE

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

(a) enige perseel of plek waarin die Klerasienywerheid beoefen word, te eniger tyd te betree, te inspekteer en te ondersoek wanneer hy rede het om te vermoed dat iemand daar werksaam is;

(b) elke werkgever of werknemer wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goedvind, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het, en hierdie persone moet antwoord op die vrae wat genoemde agent aan hulle stel;

(c) te vereis dat enige kennisgewing, boek, lys of ander dokument wat gehou, vertoon of gemaak moet word met dié doel om die bepalings van hierdie Ooreenkoms na te kom, getoon word, en om sodanige kennisgewing, boek, lys of ander dokument te inspekteer, te ondersoek en 'n afskrif daarvan te maak op enige manier wat hy vir die uitvoering van sy plig nodig ag;

19. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence.

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

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

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

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

20. SEATING ACCOMMODATION

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

21. TOOLS AND MATERIALS

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

22. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 3c per week from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 14th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, 8000.

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

23. TRADE 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. 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 or place in which the Clothing Industry is carried on, at any time when he has cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other person, as he 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 document which is required to be kept, exhibited or made for the purpose of record necessary to the observance of the terms of this Agreement, and inspect, examine and copy it in any way he may deem necessary in the discharge of his duties;

(d) te vereis dat alle betaalstate, stukwerkboeke of 'n ander boek of boeke waarin daar boek gehou word van die werklike lone wat betaal word aan werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, getoon word, en om al sodanige betaalstate, stukwerkboeke of ander boek of boeke te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Wanneer 'n agent enige sodanige plek betree of enige sodanige boeke inspekteer of ondersoek as wat in hierdie klousule bedoel word, kan hy 'n tolk of 'n assistent wat deur die Raad aangestel is, met hom saamneem.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet aan 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 vir vervaardiging uitbestee nie behalwe in 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en hy mag ook nie van enigeen vereis of hom toelaat om werk in die Klerasiennywerheid namens hom te verrig nie, behalwe—

(a) as werknemer vir daardie werkgewer, en in so 'n geval moet al die werk wat verrig moet word deur sodanige werknemer, verrig word in die bedryfsinrigting van die werkgewer; of

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

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

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

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

26. SIEKEFONDS

(1) Die Fonds wat by Goewermentskennisgewing 43 van 9 Januarie 1948 gestig is en bekend staan as die "Siektebystandsfonds van die Kaapse Klerasiennywerheid" (hieronder die "Fonds" genoem), word hierby voortgesit.

(2) Die Fonds moet ooreenkomstig en ingevolge die reëls van genoemde Fonds soos deur die Raad goedgekeur, geadministreer word deur 'n Bestuurskomitee (hieronder die "Komitee" genoem) wat deur die Raad aangestel is op 'n behoorlike gekonstitueerde vergadering van die Raad, en wat bestaan uit vyf verteenwoordigers van die werkgewers en vyf verteenwoordigers van die werknemers in die Raad, met die Voorsitter en die Ondervoorsitter van die Raad as *ex officio*-lede. Vir elke verteenwoordiger wat aangestel is, moet daar 'n plaasvervanger aangestel word op die manier voorgeskryf in klousule 11 van die konstitusie van die Raad, soos gewysig. 'n Besoldigde sekretaris, wat ook die sekretaris van die Fonds moet wees, moet ook deur die Komitee aangestel word.

(3) Een kopie van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word, en een kopie van genoemde reëls en alle wysigings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(4) (a) Vir die doel van sodanige Fonds moet elke werkgewer, behoudens die bepaling van subklousule (14), elke week die bedrag van 23c aftrek van die loon van elkeen van sy werknemers, uitgesonderd klerke wat maandeliks betaal word en handelsreisigers (hieronder 'n "bydraer" genoem), vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, afgesien van die tyd aldus gewerk.

(b) By die bedrag aldus in elke geval afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en die werkgewer moet die totale bedrag maand na maand, en wel voor of op die 14de dag van elke maand, aan die Sekretaris van die Raad stuur.

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

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

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

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

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

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

(b) as an employee of another employer in the Industry to whom 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 cutting patterns or templates used by his employer.

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

26. SICK FUND

(1) The Fund established under Government Notice 43 of 9 January 1948 and known as the "Cape Clothing Industry Sick Fund", hereinafter referred to as the Fund, is hereby continued.

(2) The Fund shall be administered according to and in terms of the rules of the said Fund as approved by the Council, by a Management Committee, hereinafter referred to as the Committee, appointed by the Council at a duly constituted meeting of the Council and consisting of five each of the employers' and employees' representatives on the Council, with the Chairman and the Vice-Chairman of the Council as *ex officio* members. For every representative appointed an alternate shall be appointed in the manner provided for in clause 11 of the constitution of the Council as amended. A paid secretary who shall also be the secretary of the Fund shall also be appointed by the Committee.

(3) One copy of the rules of the said Fund and any amendments thereof shall be kept by the Secretary of the Council, and one copy of the said rules and any amendment thereof shall be lodged by the Secretary of the Council with the Secretary for Labour.

(4) (a) For the purpose of such Fund, each employer shall save as provided in subclause (14), each week deduct from the wages of each of his employees, excluding monthly-paid clerical employees and travellers (hereinafter referred to as "contributor") for whom minimum wages are prescribed in this Agreement, and who has worked during any week, irrespective of the time so worked, the sum of 23c.

(b) To the amount so deducted in each case the employer shall add a like amount and forward month by month, but not later than the 14th day of each month, the total amount to the Secretary of the Council.

(c) Die totale bedrag wat maandeliks deur die werkgewer aangestuur word en wat sy betalings en die aftrekkings van die lone van bydraers verteenwoordig, moet voorgelê word in die vorm van Aanhangsel G van hierdie Ooreenkoms.

(d) By ontvangs van die eerste agt betalings aan die Fonds ten opsigte van elke bydraer, moet die sekretaris van die Fonds 'n Fondsnommer aan elke bydraer toeken en 'n lidmaatskapskaart opstel wat die volgende inligting verstrek:

- (a) Die volle naam van die werkgewer;
- (b) die volle naam van die bydraer;
- (c) die Fondsnommer van die bydraer.

Die sekretaris moet daarna of die bydraer in kennis stel om die kaart te gaan afhaal—en die kaart moet dan, nadat die bydraer dit in die teenwoordigheid van 'n beampte van die Fonds onderteken het, aan die bydraer oorhandig word—of die kaart aan die werkgewer stuur vir oorhandiging aan die bydraer, en in so 'n geval is dit die plig van die werkgewer om te verseker dat die bydraer die kaart onmiddellik by ontvangs daarvan onderteken en 'n ontvangsbewys daarvoor gee wat die werkgewer binne sewe dae daarna aan die sekretaris van die Fonds moet stuur.

(e) Al die geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening vir die Fonds wat deur die Nywerheidsraad vir die Klerasierywerheid (Kaap) geopen moet word op naam van die "Cape Clothing Industry Sick Fund". Met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging mag verleen dat fondse ingevolge artikel 21 (3) van die Wet belê word.

(f) Die Komitee moet 'n ouditeur vir die Fonds aanstel wat 'n geregistreerde rekenmeester moet wees, en die Komitee moet sy besoldiging bepaal, wat uit die Fonds betaal moet word. Die rekeninge van die Fonds moet geouditeer word vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, en die ouditeursverslag moet onderskeidelik voor of op 30 September en 31 Maart beskikbaar gestel word. 'n Kopie van die rekeningstaat, tesame met die ouditeursverslag, moet aan die Sekretaris van Arbeid deurgestuurd word en 'n kopie daarvan moet ook op die kantoor van die Raad ter insae lê.

(g) Uitbetalings uit die Fonds moet gestaak word wanneer die bedrag wat in krediet van die Fonds staan, tot minder as R50 000 daal.

(h) Die werkgewer moet die Raad elke maand in kennis stel van alle bydraers wat sonder betaling vir vier of meer agtereenvolgende betaalweke afwesig was.

(5) (a) Gedurende tydperke waarin bydraers weens siekte van hul werk afwesig is, moet ondergenoemde bystand aan bydraers van die Fonds betaal word: Met dien verstande dat aansoeke om bystand aan die reëls moet voldoen en die bedrag van die bystand bereken word in ooreenstemming met die aansoekers se weeklikse loongroep en die getal agtereenvolgende werkdade van afwesigheid.

(c) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors shall be submitted in the form of Annexure G to this Agreement.

(d) Upon receipt of the first eight payments to the Fund in respect of each contributor, the secretary of the Fund shall allocate a Fund number to each contributor and prepare a membership card reflecting—

- (a) the full name of the employer;
- (b) the full name of the contributor;
- (c) the Fund number of the contributor.

The secretary shall thereafter either notify the contributor to call and the card shall be handed to the contributor after the contributor has signed the card in the presence of an official of the Fund or transmit the card to the employer for handing to the contributor and in which event it shall be the duty of such employer to ensure that the contributor signs the card immediately on receipt thereof and furnishes a receipt therefor which the employer shall, thereafter, transmit to the secretary of the Fund within seven days.

(e) All the moneys received by the Fund shall be deposited to a banking account for the Fund which shall be opened by the Industrial Council for the Clothing Industry (Cape), in the name of the "Cape Clothing Industry Sick Fund": Provided that the Management Committee may from time to time authorise investments of funds in terms of section 21 (3) of the Act.

(f) The Committee shall appoint an auditor for the Fund, who shall be a registered accountant and determine his remuneration, which shall be paid out of the Fund. The accounts of the Fund shall be audited for the periods ending 30 June and 31 December of each year, and the auditor's report shall be made available not later than 30 September and 31 March, respectively. A copy of the statement of accounts, together with the auditor's report, shall be transmitted to the Secretary for Labour, and a copy shall also lie for inspection at the office of the Council.

(g) Disbursements from the Fund shall cease whenever the amount to the credit of the Fund falls below R50 000.

(h) The employer shall each month notify the Fund of all contributors who have been absent without pay for four or more consecutive pay-weeks.

(5) (a) During periods of absence from work owing to sickness, the following benefits shall be paid to contributors to the Fund: Provided that applications for benefits shall comply with the rules and the amount of benefit is assessed according to the applicants' appropriate weekly wage group and the number of consecutive working days' absence.

Groep	Weeklikse loongroep	Bedrag van bystand met betrekking tot die getal agtereenvolgende werkdade van afwesigheid			
		3 dae	4 dae	5 dae	6 tot 40 dae
		R	R	R	per dag R
0	Minder as R12,01.....	1,50	3,00	4,50	1,00
1	Van R12,01 tot R16,00.....	2,50	4,20	5,90	1,40
2	Van R16,01 tot R20,00.....	3,30	5,40	7,90	1,80
3	Van R20,01 tot R24,00.....	4,10	6,60	9,50	2,20
4	Van R24,01 tot R28,00.....	4,80	8,40	11,40	2,60
5	Van R28,01 tot R32,00.....	5,40	9,60	13,20	3,00
6	Van R32,01 tot R36,00.....	6,30	10,20	14,90	3,40
7	Van R36,01 tot R40,00.....	7,10	12,50	16,80	3,80
8	Van R40,01 tot R44,00.....	8,40	13,60	18,90	4,20
9	Van R44,01 of meer.....	9,40	15,60	20,70	4,60

Group	Weekly wage group	Amount of benefit payable in respect of the number of consecutive working days' absence			
		3 days	4 days	5 days	6 to 40 days
		R	R	R	
0	Less than R12,01.....	1,50	3,00	4,50	R1,00 per day.
1	From R12,01 to R16,00.....	2,50	4,20	5,90	R1,40 per day.
2	From R16,01 to R20,00.....	3,30	5,40	7,90	R1,80 per day.
3	From R20,01 to R24,00.....	4,10	6,60	9,50	R2,20 per day.
4	From R24,01 to R28,00.....	4,80	8,40	11,40	R2,60 per day.
5	From R28,01 to R32,00.....	5,40	9,60	13,20	R3,00 per day.
6	From R32,01 to R36,00.....	6,30	10,20	14,90	R3,40 per day.
7	From R36,01 to R40,00.....	7,10	12,50	16,80	R3,80 per day.
8	From R40,01 to R44,00.....	8,40	13,60	18,90	R4,20 per day.
9	From R44,01 or more.....	9,40	15,60	20,70	R4,60 per day.

Met dien verstande dat bogenoemde bystand vir afwesigheid van hoogstens 40 werkdag teen bogenoemde skale betaal moet word.

Vir die doel van die betaling van sodanige bystand, beteken "siekte" 'n ongesteldheid, kwaal of siekte wat nie aan wangedrag of die buitensporige gebruik van sterk drank of dwelmmiddels te wyte is nie en wat nie 'n ongeluk, ongesteldheid of siekte is ten opsigte waarvan daar skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is nie, maar uitgesonderd 'n tydperk van afwesigheid as gevolg van sodanige ongeluk, ongesteldheid of siekte waarvoor daar geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

(b) (i) Geen bystand word betaal ten opsigte van afwesigheid van twee dae of minder nie, maar indien sodanige afwesigheid langer as twee agtereenvolgende dae duur, word bystand vir die volle tydperk van sodanige afwesigheid betaal by voorlegging van 'n mediese sertifikaat wat uitgereik is deur 'n mediese beampte, deur die Fonds aangestel.

(ii) 'n Bydraer is nie op bystand ingevolge hierdie subklousule geregtig nie, tensy hy vir 'n tydperk van minstens 13 weke tot die Fonds bygedra het. Indien so 'n bydraer weer tot die Nywerheid toetree, na afwesigheid van meer as agt weke, moet hy weer vir 'n tydperk van 13 weke tot die Fonds bydra voordat bystand geëis kan word ingevolge hierdie subklousule.

(iii) Bystand mag nie oploep nie en aan geen bydraer mag daar in 'n siklus van een jaar, gereken met ingang van 1 Maart, bystand betaal word vir 'n langer tydperk as dié in subklousule (a) voorgeskryf nie.

(iv) Indien 'n bydraer sy werk in die Nywerheid verlaat met die doel om werk buite die Nywerheid te aanvaar, verbeur hy alle aanspraak op die Fonds.

(v) Waar 'n bydraer die geld wat in sy krediet staan uit die Voorsorgfonds vir die Klerasierywerheid (Kaap) trek, en mits dié betaling geskied aan 'n werknemer wat die Nywerheid verlaat weens ernstige siekte of ongeskiktheid voordat hy die aftreouderdom van die Voorsorgfonds vir die Klerasierywerheid (Kaap) bereik (dit wil sê, die ouderdom van 60 jaar in die geval van mans en 55 jaar in die geval van vroue), is so 'n werknemer geregtig op gratis mediese behandeling deur enigeen van die Fonds se mediese beamptes en gratis medisyne wat deur so 'n mediese beampte verskaf word gedurende die tydperk van 26 weke, gereken vanaf die datum waarop dié werknemer die Nywerheid verlaat.

(vi) Vir die doel van bystand, word swangerskap nie as 'n "siekte" beskou nie en slegs een besoek aan die dokter op koste van die Fonds word toegelaat.

(vii) Geen eis vir siektebesoldiging word in aanmerking geneem na verloop van ses kalendermaande, gereken vanaf die datum van geskiktheid vir werk soos op die dokter-sertifikaat gemeld nie. In gevalle van permanente ongeskiktheid, word die tydperk van ses maande gereken vanaf die laaste dag ten opsigte waarvan siektebesoldiging verskuldig is.

(6) Alle bydraers van wie se lone aftrekkings vir agt of meer agtereenvolgende weke gemaak is ingevolge subklousule (4) (a) is geregtig op die volgende bystand:

(a) Die dienste van 'n mediese beampte deur die Fonds aangestel;

(b) konsultasies met spesialiste deur die Fonds aangestel;

(c) vry medisyne voorgeskryf en geresepteer deur die mediese beamptes deur die Fonds aangestel;

(d) die bystand wat in subklousules (8) en (9) bepaal word.

Die bystand in hierdie subklousule bepaal sal gestaak word agt weke nadat 'n bydraer in die Nywerheid sy bydraes gestaak het.

Provided that the above benefits shall not be paid for more than 40 working days' absence at the above rates.

For the purpose of payment of such benefits, "sickness" shall mean any illness, affliction or disease which is not attributable to misconduct or excessive indulgence in intoxicating liquors or drugs and which is not an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, but excluding any period of absence due to such accident, illness or disease in respect of which no disablement payment is payable in terms of that Act.

(b) (i) No benefits shall be paid in respect of any absence of two days or less, but if such absence continues for more than two consecutive days, benefits shall be paid for the full period of such absence upon production of a medical certificate issued by a medical officer appointed by the Fund.

(ii) A contributor shall not qualify for benefits in terms of this subclause unless he has contributed to the Fund for a period of not less than 13 weeks. Should a contributor re-enter the Industry after an absence of more than eight weeks he shall again contribute to the Fund for a period of 13 weeks before qualifying for benefits in terms of this subclause.

(iii) Benefits shall not be accumulative and no contributor shall in any cycle of one year, calculated from 1 March, be paid benefits for a longer period than that prescribed in paragraph (a).

(iv) If a contributor leaves his employment in the Industry for the purpose of taking employment outside the Industry, he shall forfeit all claims to the Fund.

(v) Where a contributor withdraws the money standing to his credit from the Cape Clothing Industry Provident Fund, and provided such payment is made due to the employee leaving the Industry as a result of serious ill-health or incapacity prior to reaching the age for retirement from the Cape Clothing Industry Provident Fund (i.e. 60 years of age in the case of males and 55 years of age in the case of females), such employee shall be entitled to free medical treatment from any one of the Fund's medical officers and free medicines supplied by such medical officer during the period of 26 weeks calculated from the date such employee leaves the Industry.

(vi) Pregnancy shall not be regarded as an "illness" for the purpose of benefits and only one visit to the doctor shall be allowed at the expense of the Fund.

(vii) No claim for sick pay shall be recognised after the expiry of six calendar months calculated from the date of fitness for work indicated on the medical certificate. In cases of permanent unfitness, the period of six months shall be calculated from the last day in respect of which sick pay is due.

(6) All contributors from whose wages eight or more consecutive weekly deductions have been made in terms of subclause (4) (a) shall be entitled to the following benefits:

(a) The services of a medical officer appointed by the Fund;

(b) consultations with specialists appointed by the Fund;

(c) free medicines prescribed and dispensed by the medical officers appointed by the Fund;

(d) the benefits provided for in subclauses (8) and (9).

The benefits provided for in this subclause shall cease eight weeks after the date of termination as a contributor in the Industry.

(7) Die koste van mediese behandeling of farmaseutiese benodighede wat ten opsigte van 'n bydraer gelewer of verskaf is deur mediese beaampptes wat deur die Bestuurskomitee aangestel is, moet deur die Fonds betaal word, en die Fonds moet ook die koste betaal wat verbonde is aan die bestuur van die oogkliniek soos in subklousule (8) bedoel, en die tandheelkundige skema soos in subklousule (9) bedoel.

Sodanige koste is betaalbaar ten opsigte van 'n tydperk van hoogstens drie weke in 'n siklus van een jaar, bereken op die manier voorgeskryf in subklousule 5 (b) (iii) van hierdie klousule, en is onderworpe aan dié verdere voorwaardes waarop die Bestuurskomitee van tyd tot tyd besluit.

(8) *Oogkliniek.*—Die Fonds moet 'n oogkliniek verskaf en uitrus waar die werknemer deur middel van 'n orthorater of soortgelyke masjien getoets kan word. Waar sodanige toets toon dat verdere behandeling nodig is, moet die Fonds, in ooreenleg met die werkgewer, 'n afspraak met 'n oogarts reël en die werknemer van sodanige afspraak in kennis stel. Die werkgewer moet betaal vir tyd wat die werknemer verloor deur die kliniek te besoek en deur die afspraak met die oogarts na te kom, en wel vir 'n tydperk van hoogstens twee uur in 'n week. Voordat 'n afspraak namens 'n werknemer met sodanige spesialis gereël word, moet die werknemer dié bedrag (hoogstens R5) wat die Bestuurskomitee van tyd tot tyd bepaal as die werknemer se bydrae tot die koste van 'n bril, by die Siekefonds deponeer. Sodanige bydraes is ten opsigte van rame van die standaardtipe soos deur die Bestuurskomitee goedgekeur. Waar 'n duurder raam verlang word, moet die addisionele koste daarby betrokke, deur die werknemer gedra word.

(9) *Tandheelkundige skema.*—Bydraes is geregtig op bystand as hulle die tandheelkundige wat deur die Fonds aangestel is, konsulteer.

'n Bydraer moet hoogstens 30c betaal vir 'n tand wat getrek word en hoogstens die volgende persentasies van wat 'n tandwerktuigkundige vra vir 'n stel valstande of gedeeltelike stel valstande of vir die herstel van valstande wat deur die Fonds se tandheelkundige voorgeskryf word:

(a) Bydraers van 10 jaar lidmaatskap van die Fonds voltooi het: 60 persent van wat 'n tandwerktuigkundige vra vir 'n stel valstande, 'n gedeeltelike stel valstande of vir die herstel van valstande;

(b) bydraers wat minder as vyf jaar lidmaatskap van die Fonds voltooi het: 80 persent van wat 'n tandwerktuigkundige vra vir 'n stel valstande of gedeeltelike stel valstande of vir die herstel van valstande;

(c) bydraers wat minder as vyf jaar lidmaatskap van die Fonds voltooi het: 100 persent van wat 'n tandwerktuigkundige vra vir 'n stel valstande, 'n gedeeltelike stel valstande of vir die herstel van valstande.

Die Bestuurskomitee kan bepaal hoeveel 'n bydraer moet betaal van die koste van enige ander tandheelkundige behandeling: Met dien verstande dat daar van geen bydraer vereis mag word om by te dra tot die koste vir die behandeling van tandbederf of X-straalplate wat volgens die voorskrifte van die Fonds se tandheelkundige geneem word nie.

Die Fonds moet, in ooreenleg met 'n bydraer, 'n afspraak met dié tandheelkundige reël vir behandeling en dié werkgewer in kennis stel van die afspraak. Die werkgewer moet die werknemer betaal vir die tyd wat die werknemer verloor deur die tandheelkundige spreekkamers te besoek en deur die afspraak met die tandheelkundige na te kom, en wel vir 'n tydperk van hoogstens twee uur in 'n week.

(10) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Fonds nog deur die Bestuurskomitee geadminestreer word totdat dit gelikwider of deur die Raad oorgedra word na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is: Met dien verstande dat die Fonds gelikwider moet word deur iemand wat die Raad aanstel, tensy 'n ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds of vir die oordrag van sy geld soos voornoem, binne 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word.

(11) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee aanhou om die Fonds te administreer en diegene wat lede van die Komitee is op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan vir hierdie doel te wees: Met dien verstande egter dat 'n vakature in die Komitee deur die Registrateur gevul kan word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewer- en werknemerverteenwoordigers en hul plaasvervangers in die Komitee ewe groot

(7) The cost of medical attention or pharmaceutical supplies rendered or dispensed by medical officers appointed by the Management Committee in respect of a contributor shall be paid by the Fund which shall also pay the cost of operating the Assisted Optical Scheme referred to in subclause (8), and the Dental Scheme referred to in subclause (9).

Such costs shall be in respect of a period not exceeding three weeks in any cycle of one year calculated in the manner as set out in subclause (5) (b) (iii) of this clause and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(8) *Optical clinic.*—The Fund shall provide and equip an optical clinic where employees may be tested by means of an ortho-rater or similar machine. Where such test shows that further attention is needed, the Fund shall, in consultation with the employer, arrange an appointment with an ophthalmologist and the employee shall be notified of such appointment. The employer shall pay for the time lost by the employee in attending the clinic and for the purpose of keeping the appointment with the ophthalmologist, up to a maximum of two hours in any week. Before an appointment is made with such specialist on behalf of an employee, the employee shall lodge with the Sick Fund such amount, not exceeding R5, as may from time to time be determined by the Management Committee as being the employee's contribution towards the cost of spectacles. Such contribution shall be, in respect of standard type frames, as approved by the Management Committee. Where a more expensive frame is desired the additional costs involved shall be borne by the employee.

(9) *Dental scheme.*—Contributors qualify for benefits if they consult a dental surgeon appointed by the Fund.

A contributor shall make a payment not exceeding 30c per tooth extracted and pay not more than the following percentages of the charge submitted by a dental mechanician for dentures, partial dentures or repairs to dentures which have been prescribed by the Fund's dental surgeon:

(a) Contributors who have completed 10 years' membership of the Fund: 60 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures;

(b) contributors who have completed five years' membership of the Fund: 80 per cent of the dental mechanician's charge for dentures, partial dentures of repairs to dentures;

(c) contributors who have completed less than five years' membership of the Fund: 100 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures.

The Management Committee may determine the contributor's payment towards the cost of any other dental treatment: Provided that no contributor shall be required to pay towards the cost of the treatment of dental caries, or X-rays taken, as prescribed by the Fund's dental surgeon.

The Fund shall, in consultation with a contributor, arrange an appointment with the dental surgeon for treatment and the employer shall be notified of the appointment. The employer shall pay the contributor for time lost by the contributor in attending the dental surgery for the purpose of keeping such appointment, up to a maximum of two hours in any week.

(10) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created: Provided that the Fund shall be liquidated by a person appointed by the Council unless an agreement providing for the continuation of the Fund or for the transfer of its moneys as aforesaid, is entered into within 12 months of the date of expiration of this Agreement.

(11) In the event of dissolution of the Council, or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, than any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be; so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event

is. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee te vervul, en sodanig trustee of trustees besit al die bevoegdhede van die Komitee vir dié doel. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms gelikwyder word op die manier voorgeskryf in subklousule (12), en as die sake van die Raad by dié verstryking van die Ooreenkoms alreeds gelikwyder en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig klousule 34 (4) van die Wet verdeel word asof dit deel van dié algemene fondse van die Raad uitmaak.

(12) By die likwidasië van die Fonds ooreenkomstig subklousule (10), moet geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

(13) (a) Subklousules (1) tot (12) is nie op klerke wat maandeliks betaal word en handelsreisigers van toepassing nie. Die werkgewer moet dié werknemers wat weens ongeskiktheid van die werk afwesig is—

(i) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdag; en

(ii) in die geval van alle ander werknemers, altesaam minstens 12 werkdag;

siekteverlof toestaan gedurende 'n tydperk van 12 agtereenvolgende maande diens by hom en hy moet aan so 'n werknemer ten opsigte van die afwesigheidstydperk kragtens hierdie subklousule, 'n bedrag betaal wat minstens gelyk is aan die besoldiging wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens geregtig is op siekteverlof met volle besoldiging van hoogstens, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat ingevolge hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van die werk af vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat te toon wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en as 'n werknemer gedurende 'n tydperk van tot agt weke op twee of meer geleenthede betaling ingevolge hierdie subklousule ontvang het sonder om so 'n sertifikaat te toon, kan sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom vereis om so 'n sertifikaat te toon ten opsigte van alle afwesigheid van die werk af;

(iii) waar daar regtens van 'n werkgewer vereis word om hospitaalgelde of gelde vir mediese behandeling ten opsigte van 'n werknemer te betaal, en hy dié gelde wel ten opsigte van ongeskiktheid betaal, die bedrag wat aldus betaal is, afgetrek word van die besoldiging wat ingevolge hierdie subklousule verskuldig is ten opsigte van afwesigheid met siekteverlof weens dié ongeskiktheid;

(iv) hierdie subklousule nie van toepassing is nie ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan die werkgewer ingevolge 'n ander wet verplig is om 'n bedrag aan die werknemer te betaal wat minstens aan sy besoldiging gelyk is.

(b) Vir die toepassing van hierdie subklousule—

(i) beteken "diens" ook 'n tydperk waarin 'n werknemer—

(aa) kragtens klousule 15 met verlof is;

(ab) kragtens paragraaf (a) van hierdie subklousule met siekteverlof is;

(ac) op las of versoek van sy werkgewer van die werk afwesig is;

(ad) militêre diens ondergaan ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957);

wat altesaam hoogstens 10 weke in 'n bepaalde jaar behoort ten opsigte van die tydperke bedoel in (aa), (ab), en (ac), plus tot vier maande van 'n tydperk van militêre diens bedoel in (ad), wat in daardie jaar ondergaan is; en

(ii) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk weens 'n ongeluk of

of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of this Agreement in the manner set forth in subclause (12) and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in clause 34 (4) of the Act as if it formed part of the general funds of the Council.

(12) Upon liquidation of the Fund in terms of subclause (10) the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(13) (a) The provisions of subclauses (1) to (12) shall not apply to monthly paid clerical employees and travellers; such an employee who is absent from work through incapacity shall be granted by the employer—

(i) in the case of an employee who works a five-day week, not less than 10 working days; and

(ii) in the case of every other employee, not less than 12 working days;

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the remuneration he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work;

(iii) where an employer is by law required to pay fees for hospital or medical treatment in respect of any employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the remuneration due in terms of this subclause in respect of absence on sick leave because of such incapacity;

(iv) the provisions of this subclause shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by any other law required to pay to the employee an amount of not less than his remuneration.

(b) For the purposes of this subclause—

(i) "employment" includes any period during which an employee—

(aa) is on leave in terms of clause 15;

(ab) is on sick leave in terms of paragraph (a) of this subclause;

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

(ad) is undergoing military service in pursuance of the Defence Act, 1957 (Act 44 of 1957);

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (aa), (ab) and (ac) plus up to four months of any period of military service referred to in subparagraph (ad) and undergone in that year; and

(ii) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such

'n vergoedingspligtige siekte waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941 (Wet 30 van 1941), betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

(14) Van 'n werknemer wat 'n afhanklike is van 'n lid van 'n ander mediese skema, soos omskryf in die Wet op Mediese Skemas, en ten opsigte van wie die Registrateur van Mediese Skemas nie vrystelling van die bepalings van artikel 38 (2) van genoemde Wet verleen het nie, word nie vereis om tot die Fonds by te dra nie, indien sodanige werknemer, ingevolge die reëls van sodanige ander skema, as 'n afhanklike van daardie lid erken word en geregtig is op die bystand waarop daardie lid geregtig is: Met dien verstande dat sodanige werknemer op siekteverlof en betaling in ooreenstemming met subklousule (13) (a) geregtig is.

Sodanige werknemer moet die besonderhede uiteengesit in Aanhangsel I van hierdie Ooreenkoms aan die sekretaris van die Fonds verstrek.

(15) *Vrywaring*.—Die lede van die Bestuurskomitee en hul plaasvervangers is nie aanspreeklik nie vir enige verlies wat die Fonds mag ly weens enige onbehoorlike belegging wat te goeder trou gemaak is of weens enige optrede in hul bona fide-administrasie van die Fonds of weens die nalatigheid of bedrog van enige agent of werknemer wat in die Fonds se diens is, afgesien daarvan of die indiensneming van sodanige agent of werknemer streng noodsaaklik was of nie, of weens enige bona fide-optrede of versuim van die kant van sodanige lede of plaasvervangers of van sodanige plaaslike verteenwoordigers, of weens enige ander saak of ding, uitgesonderd 'n individuele voorbedagte of bedrieglike onregmatige daad van die kant van sodanige lede of plaasvervangers of van die kant van sodanige plaaslike verteenwoordigers wat aanspreeklik gehou mag word. Enige sodanige lid of plaasvervanger en enige sodanige plaaslike verteenwoordiger moet deur die Fonds vergoed word vir enige koste wat deur hom aangegaan is as verweerder in 'n geding, hetsy siviël of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

27. VAKVERENIGINGLEDEGELD

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

28. SNY, MAAK EN AFWERK

Die skale waarteen, die grondslag waarop of die beginsels waarvolgens betaling moet geskied vir werk wat op kontrak uitbestee word, word hieronder uiteengesit:

(1) Indien materiaal aan iemand gegee word om dit tot kledingstukke te verwerk in 'n gebied waarin hierdie Ooreenkoms van toepassing is, is die minimum lone en voorwaardes wat in hierdie klousule voorgeskryf word, bindend vir die prinsipaal of aannemer.

(2) Vir die toepassing van hierdie klousule beteken—

(a) "prinsipaal" of "aannemer" 'n persoon, firma, maatskappy of assosiasie van individue wat werk in die Klerasienywerheid soos in die Hoof-ooreenkoms omskryf, op kontrak uitbestee, ongeag of sodanige persoon, firma, maatskappy of assosiasie van individue 'n werkgewer is of nie; die kort benaming "prinsipaal" in die eersvolgende subklousule word geag "prinsipaal" of "aannemer" in te sluit;

(b) "opmaker" enige persoon, firma, maatskappy of assosiasie van individue wat onderneem om materiaal wat deur 'n lasgewer of kontrakteur soos in hierdie klousule omskryf aan hom of hulle uitgereik word, tot kledingstukke te verwerk.

(3) Betaling vir die verwerking van materiaal tot kledingstukke teen die minimum tarief soos hierin voorgeskryf, is verskuldig en moet geskied by voltooiing van elke bestelling.

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

(5) Die skale wat hierin voorgeskryf word, is ten opsigte van materiaal wat op kontrak uitgereik word vir verwerking, tot kledingstukke van standaardgroottes deur enigenen wat werkzaam is in die gebied waarin hierdie Ooreenkoms van toepassing is.

inability to work caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(14) An employee who is a dependant of a member of any other medical scheme, as defined in the Medical Schemes Act, and in respect of whom exemption has not been granted by the Registrar of Medical Schemes from the provisions of section 38 (2) of the said Act, shall not be required to contribute to the Fund if under the rules of such other scheme that employee is recognised as a dependant of that member and is entitled to the benefits to which that member is entitled: Provided that such employee shall be entitled to sick leave and payment in accordance with subclause (13) (a).

Such employee shall furnish to the Secretary of the Fund the particulars set out in Annexure I to this Agreement.

(15) *Indemnity*.—The members of the Management Committee and their alternates shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed by the Fund although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by such local representatives or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates or on the part of such local representatives who are sought to be made liable. Any such member or alternate and any such local representative shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in favour or in which he is acquitted.

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 trade union not later than the 14th day of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM

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

(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 principle 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 or association of individuals who undertakes to make up into garments, material issued to him or them, by a principal or contractor as defined in this clause.

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

(4) The term "making-up" shall, for the 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) Hierdie klousule is nie van toepassing op die verwerking van kledingstukke, volgens kontrak, vir 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of plaaslike owerhede nie.

(7) Elke prinsipaal of aannemer en enigeer aan wie werk op kontrak uitbestee word, moet die registers hou soos voorgeskryf in artikel 57 van die Wet en in regulasie 7 wat kragtens die Wet uitgevaardig is.

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

29. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet binne sewe dae na die datum waarop hierdie Ooreenkoms vir hom bindend word die besonderhede in Aanhangsel H van hierdie Ooreenkoms vermeld aan die Sekretaris van die Raad verstrek.

(2) Elke werkgewer moet, in die geval van enige verandering in die naam waaronder, of die adres of adresse waarby, die saak gedryf word, of onder die vennote, of, as die werkgewer 'n maatskappy is, in die naam van sy sekretaris of onder sy direkteure of bestuurders, of, in die geval van die sekwestrasie van die werkgewer se boedel, of as die werkgewer 'n maatskappy is, in die geval 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, die Sekretaris van die Raad binne sewe dae na sodanige verandering, sekwestrasie, likwidasie, oordrag, prysgewing, verkryging of begin, daarvan in kennis stel by wyse van 'n skriftelike verklaring waarin volledige besonderhede van sodanige verandering, sekwestrasie, likwidasie, oordrag, prysgewing, verkryging of begin, na gelang van die geval, verstrek 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) Siekefondsbysdraes ingevolge klousule 26;
(iii) Gebeurlikheidsfondsbysdraes ingevolge klousule 6 van die Gebeurlikheidsfondsooreenkoms, indien van toepassing;
(iv) Voorsorgfondsbysdraes ingevolge klousule 6 van die Voorsorgfondsooreenkoms, indien van toepassing;

Met dien verstande dat die waarborg vir 'n bedrag van minstens R500 moet wees.

(2) Indien die waarborg wat deur 'n werkgewer ingedien word, ontoereikend is om die betaling te dek van lone en heffings/bydraes in subklousule (1) bedoel, moet die werkgewer, wanneer die Raad dit versoek, die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.

'n Werkgewer kan toegelaat word om die bedrag van sodanige waarborg te verminder wanneer 'n vermindering van die getal werknemers in diens van die werkgewer so 'n vermindering regverdig: Met dien verstande dat geen aanpassing (d.w.s. verhoging of vermindering) van die bedrag van die waarborg met tussenposes van minder as ses maande vereis of toegelaat mag word nie.

(3) Die Raad is daarop geregtig om enige waarborg wat 'n werkgewer ooreenkomstig subklousule (1) by hom indien, te gebruik om enige bedrag te betaal wat sodanige werkgewer aan die Raad verskuldig is ten opsigte van heffings en bydraes of om lone te betaal wat aan een of meer werknemers van sodanige werkgewer verskuldig is, indien die Raad oortuig is dat sodanige lone verskuldig is en aan sodanige werknemers deur die betrokke werkgewer betaalbaar is: Met dien verstande dat die totale eis ten opsigte van een of meer werknemers hoogstens die totale bedrag mag bedra van die waarborg wat by die Raad ingedien is.

Namens die partye op hede die 15de dag van Desember 1978 te Kaapstad onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

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

(7) Every principal or contractor and every person to whom work is given out on contract shall keep the records prescribed in section 57 of the Act and in regulation 7 under the 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 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) Every employer shall in the event of any change in the name under which or the address or addresses at which business is carried on, or among the partners, or, if the employer is a company, in the name of its secretary or among its directors or managers, or in the event of the sequestration of the employer's estate, or if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business which is subject to this Agreement, furnish to the Secretary of the Council within seven days full particulars 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;
(iii) Contingency Fund contributions in terms of clause 6 of the Contingency Fund Agreement, where applicable;
(iv) Provident Fund contributions in terms of clause 6 of the Provident Fund Agreement, where applicable;

Provided that the minimum guarantee shall be for an amount of R500.

(2) Where the guarantee lodged by any employer is insufficient to cover the payment of wages and levies/contributions referred to in subclause (1), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.

(3) The Council shall be entitled to utilise any guarantee lodged by an employer with the Council in terms of subclause (1), to pay any amount which may be due to the Council by such employer in respect of levies and contributions or to pay any wages which may be due to any one or more employees of such employer, where the Council is satisfied that such wages are due and payable to the employees concerned by the employer involved: Provided that the total claim in respect of any one or more employees shall not exceed the total amount of the guarantee lodged with the Council.

Signed at Cape Town on behalf of the parties this 15th day of December 1978.

A. M. ROSENBERG, Chairman of the Council.

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

G. J. NEL, Secretary of the Council.

[illegible]

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

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

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

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

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

AANHANGSEL C

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP) WEEKLIKSE OPGAWE VAN INDIENSNEMINGS EN DIENSBEEÏNDIGINGS

Week geëindig

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

Werkgewer

Adres

DEEL I.—INDIENSNEMINGS

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

DEEL II.—DIENSBEEÏNDIGINGS

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

(Hierdie opgawe moet in TWEEVOUD voorgelê word)

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

Indien 'n 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 diensbeeindigings 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 gemagtigde agent

Naam van fabriek.....

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

[illegible]

Handtekening van werkgever.....

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

Werknemer se volle naam.....
 Fabrieksnummer.....

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

Datum.....

Handtekening van werkgever

Ontvangs erken deur

Handtekening van werknemer

Datum ontvang

Registrasienommer (indien kennisgewing per pos gegee word).

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

WERKNEMER SE KOPIE

Naam van werkgever.....
Adres.....

Werknemer se volle naam.....

Ek, die ondergetekende, erken en bevestig hierby dat ek kennis van my voorneme om my dienskontrak op 197.....te beëindig, teruggetrek het.

Datum.....

Handtekening van werknemer

Aan: Die Sekretaris..... Naam van firma.....

Die Sekretaris
Nywerheidsraad vir die Klerasienywerheid (Kaap)

Naam van firma.....

Posbus 142

Adres.....

Soutrivier

7925

Telefoon: 47-2000

Werkgewers se bydraes	Getal werknemers gedurende week geëindig	Totaal	Tarief	Bedrag
Nywerheidsraadheffings.....				
Siekefondsbydraes.....				
Voorsorgfondsbydraes.....				
Gebeurlikheidsfondsbydraes waar van toepassing.....				

Werknemers se bydraes	Getal werknemers gedurende week geëindig	Totaal	Tarief	Bedrag
Nywerheidsraadheffings.....				
Siekefondsybydraes.....				
Voorsorgfondsybydraes.....				
Terugbetalings van behuisinglenings, soos per aangehegte gegewens.....				
Vrywillige voorsorgfondsybydraes, soos per aangehegte skedule.....				
Ons sluit hierby ons tjek in vir die totale bedrag verskuldig.....				R

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

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

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

Meneer,

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

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

Naam	Adres	Meld: Eienaar, direkteur, bestuurder of sekretaris
.....
.....
.....
.....

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

Handtekening van werkgever

AANHANGSEL I
SIEKEFONDS VAN DIE KLERASIENYWERHEID (KAAP)
LIDMAATSKAP VAN SIEKEFONDS

Die Sekretaris
Siekefonds van die Klerasienywerheid (Kaap)
Posbus 142
Soutrivier
7925

Meneer,

Ooreenkomstig klousule 26 (14) van die Nywerheidsraad se Ooreenkoms, verstrek ek u hierby die volgende besonderhede:

- (a) Naam van werkgever.....
- (b) Ek is 'n afhanklike van 'n lid van die..... siekefonds
of mediese hulpskema.....
- (c) Die naam van die lid is.....
- (d) Verwantskap—my man/vader/moeder—(skrap wat nie van toepassing is nie).....
- (e) Lid No.....

Die uwe,

Handtekening van werknemer

ANNEXURE A
RECORD OF EXPERIENCE

Factory No..... (i) as at..... No.....
This is to certify that according to the records of the Council.....
of.....
has had the following experience for incremental purposes:..... Provident Fund particulars

Occupations:

- (a) Clerical..... within Industry..... outside Industry..... y..... m..... d.....
- (b) Common to Clothing and Knitting Sections..... y..... m..... d.....
- (c) Exclusive to Clothing Section..... y..... m..... d.....
- (d) Exclusive to Knitting Section..... y..... m..... d.....
- (e) Other..... y..... m..... d.....

and may be employed at a wage of..... if employed as a.....
in the..... Section.
Counter-signature of employee accepting the above.....

Date.....

For Secretary

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

[illegible]

ANNEXURE B

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

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD

Surname of applicant.....
 First names (in full).....
 Formerly known as.....
 Residential address.....
 Present employer.....

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

I further declare that the following is my total experience for the purpose of the Clothing Industry (Cape) including the Knitting Section.

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

[illegible]

(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
(For use of Council office only)

Signature of applicant

(For use of Council office only)

Total assessment of experience.....years.....months.....days.

Total assessment of experience.....years.....months.....days.
Checked by.....
No. of service card issued..... Date.....

No. of service card issued..... Date.....

ANNEXURE C

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

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

Week ended

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 Card No.	Name of previous employer (if any)	Sick Fund No. (if any)	Remarks

PART II.—TERMINATION OF SERVICE

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

(This return is required in DUPLICATE)

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

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

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

Signature of employer or 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)	Christian names (first in full)	Sex	Maiden- names	Old occupation	Wage	Date of transfer	New occupation	Wage	Remarks

Date 19

Signature of employer

ANNEXURE E
NOTICE TO TERMINATE EMPLOYMENT

Employer's name.....
Address.....

Employee's name in full.....
Factory number.....

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

Date..... Signature of employer.....

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

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

N.B.—Vide 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	No. of employees during week ending	Total	Rate	Amount
Industrial Council levies.....				
Sick Fund contributions.....				
Provident Fund contributions.....				
Contingency Fund contributions where applicable.....				

Employees' contributions	No. of employees during week ending	Total	Rate	Amount
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 of each month.

ANNEXURE H

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)
REGISTRATION OF BUSINESS

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

Dear Sir,

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

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

Names

Address

State whether proprietor,
director, manager or
secretary

Names	Address	State whether proprietor, director, manager or secretary
.....
.....
.....

(5) Date of commencement.....

Signature of employer

ANNEXURE I

CAPE CLOTHING INDUSTRY SICK FUND
SICK FUND MEMBERSHIP

The Secretary
Cape Clothing Industry Sick Fund
P.O. Box 142
Salt River
7925

Dear Sir,

In accordance with clause 26 (14) of the Industrial Council Agreement, I hereby furnish you with the following particulars:

- (a) Name of employer.....
- (b) I am a dependant of a member of the..... Sick Fund or medical aid scheme.
- (c) The name of the principal member is.....
- (d) Relationship—my husband/father/mother (delete whichever is inapplicable).....
- (e) Membership No.....

Yours faithfully,

Signature of employee

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