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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 540

23 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956

**KLERASIENYWERHEID, KAAP.—
HOOFOOREENKOMS**

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

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

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

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

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 540

23 March 1979

INDUSTRIAL CONCILIATION ACT, 1956

**CLOTHING INDUSTRY, CAPE.—MAIN
AGREEMENT**

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

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

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

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

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

(d) kragtens artikel 48 (7) van genoemde Wet, dat die bepalings van klousule 28 van genoemde Ooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1981 eindig, bindend is vir die prinsipale of aannemers vermeld in genoemde klousule en vir die persone aan wie werk op kontrak uitgegee word deur sodanige prinsipale of aannemers in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan 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 nagekom word in die Klerasienywerheid—

(a) deur die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand en Worcester wat betrokke is by of deelneem aan die werksaamhede vermeld in paragrawe (a) en/of (b) van die omskrywing van "Klerasienywerheid" in klousule 3 van hierdie Ooreenkoms; en

(ii) Wynberg wat betrokke is by of deelneem aan die werksaamhede vermeld in paragrawe (a) en/of (b) en/of (c) van die omskrywing van "Klerasienywerheid" in klousule 3 van hierdie Ooreenkoms.

(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 op werknemers en werkende direkteure wie se lone minstens R4 800 per jaar bedra nie;

(c) nie van toepassing op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op 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;

"klerk graad A" 'n werknemer wat skryf-, tik- en liaseerwerk verrig, 'n reken- of ponskaartmasjien bedien of 'n ander vorm van klerklike werk verrig, en ook 'n kassier, versendingsklerk, mannekyn, pakhuisman en 'n telefonis, maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan dat klerklike werk deel van dié werknemer se werk mag uitmaak;

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 12 December 1981, upon such principals or contractors as are referred to in the said clause and upon persons to whom work is given out on contract by such principals or contractors in the areas specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

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 Clothing Industry—

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

(b) in the Magisterial Districts or District of—

(i) The Cape, Simonstown, Goodwood, Bellville, Somerset West, Strand and Worcester who are engaged or employed in the activities referred to in paragraphs (a) and/or (b) of the definition of "Clothing Industry" in clause 3 of this Agreement; and

(ii) Wynberg who are engaged or employed in the activities referred to in paragraphs (a) and/or (b) and/or (c) of the definition of "Clothing Industry" in clause 3 of this Agreement.

(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;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force until 12 December 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

(2) nasienwerk verrig of aantekeninge hou vir produksiebeheer;

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

(4) besonderhede van materiale of algemene voorrade wat verbruik is of verbruik gaan word, aanteken of voorrade-registers byhou;

(5) besonderhede van afval aanteken:

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

"Klerasienuwerheid" of "Nywerheid", wat uit die klerasie-, brei- en hemdesekse 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 nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, serpe, lap-gordels en gedeeltes van kledingstukke, slaapkler en ander nagklere; en

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

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

"klerasieseksie"—

(a) daardie seksie van die Klerasienuwerheid 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 grootmaat-snyersklere soos bestel deur 'n staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweg- en Hawensadministrasie of 'n plaaslike owerheid, maar uitgesonderd hemde, boordjies, dasse, slaapkler en ander nagklere, hoede en die maak van jasse en baadjiepakke vir dames of meisies of ander boklere wat volgens die maat van individuele persone gemaak word;

(c) die maak van dames- en/of manshandskoene;

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

"klerasiemasjienwerktuigkundige" 'n werknemer wat versiening, herstel- of regstelwerk 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 lousule 4 van hierdie Ooreenkoms voorgeskryf is.

"perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel sny deur 'n meganiese of hidrouliese pers te gebruik; "vervoertoestel" enige soort bewegende meganiese toestel wat die werk na werknemers aanvoer teen 'n vooraf bepaalde tempo of met 'n vooraf bepaalde tussenpose;

"Raad" die Nywerheidsraad vir die Klerasienuwerheid (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 dit nie snywerksaamhede 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 of persone wat 'n lisensie hou ooreenkomstig item 3 van die Eerste Bylae van die Ordonnansie op die Registrasie en Lisensiering van Besighede;

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

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

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

(2) checking or recording for production control;

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

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

(5) recording particulars of waste:

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

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

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

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

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

"clothing section" means—

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

(b) the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities; but shall not include shirts, collars, ties, pyjamas and other 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;

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

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

"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.

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

"conveyor" means any type of moving mechanical apparatus, which feeds work to employees at a pre-determined rate or at 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 clerk" means an employee who is responsible for the packing or the despatch of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of goods or packages;

"bedryfsinrigting" 'n plek waarin die Klerasienywerheid beoefen word;

"ondervinding"—

(i) ten opsigte van klerke, graad A en B, of handelsreisigers, die totale tydperk of tydperke wat sodanige werknemers as klerke graad A en B, of as handelsreisigers werksaam was, na gelang van die geval, afgesien van die bedryf waarin sodanige ondervinding opgedoen is;

(ii) ten opsigte van ander werknemers as klerke graad A en B, handelsreisigers, klerasiemasjienwerktuigkundiges, drywers van motorvoertuie en algemene werkers, die totale tydperk of tydperke, wat sodanige werknemers werksaam was in 'n vertakking van die Klerasienywerheid in 'n ander hoedanigheid as die van klerke graad A en B, handelsreisigers, klerasiemasjienwerktuigkundiges, drywers van motorvoertuie en algemene werkers;

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

(iv) dat, in gevalle waar kleinhandel- of private snyers of kleinhandel- of private kleremakers in die Klerasienywerheid werk soek in 'n ander hoedanigheid as die van klerke graad A en B, handelsreisiger, klerasiemasjienwerktuigkundige, drywer van motorvoertuig en algemene werker hul totale ondervinding moet tel vir die berekening van die minimum loon waarteen hulle diens kan aanvaar;

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

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

Met dien verstande dat, waar enige werknemer met minder as een jaar ondervinding nie weer in die Nywerheid in diens geneem is 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;

"vroulike parser (nie-outomatiese pers)" 'n vroulike werknemer wat klaar klere pars met 'n masjien wat nie ten volle outomaties is nie, maar nie klere stryk nie;

"vroulike parser (outomatiese pers)" 'n vroulike werknemer wat klaar klere met 'n ten volle outomatiese masjien pars, maar nie klere stryk nie;

"vroulike onderparser" 'n vroulike werknemer in die Klerasienseksie, uitgesonderd 'n vroulike parser (nie-outomatiese pers) of vroulike parser (outomatiese pers) wat parswerk doen, met inbegrip van die pars van sakke en nate van mikvoerings van klaar broeke, maar nie strykwark doen nie;

"voorman" of "toesighouer" of "voorvrou" of "toesighoudster" 'n werknemer wat verantwoordelik is vir die korrekte en doeltreffende uitvoering van die werk wat aan hom of haar toevertrou is in 'n fabriek of 'n afdeling van 'n fabriek;

"algemene werker" 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(1) Persele, installasie, masjinerie, voertuie, gereedskap en/of ander artikels skoonmaak en/of was;

(2) op- of aflaa;:

(3) artikels dra, verskuif of opstapel;

(4) deure oop- of toemaak; kiste, pakkette, bale of ander houers uitpak;

(5) briewe, boodskappe of goedere buite die fabriekspersiel 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 onder keelplaat verwyder;

(11) ketelbediener, d.w.s. 'n werknemer wat 'n stoomketel stook en die waterstand en stoomdruk in stand hou;

(12) pakkette of balé vir vervoer of aflewering opmaak;

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

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

"experience" means—

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

(ii) in relation to employees other than Grade A and B clerks, travellers, clothing machine mechanics, motor vehicle drivers and general workers, the total period or periods of employment of employees in the Clothing Industry in any capacity other than that of Grade A and B clerks, travellers, clothing machine mechanics, motor vehicle drivers and general workers;

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

(iv) that where retail or private tailors or retail or private dressmakers seek employment in the Clothing Industry in a capacity other than that of Grade A and B clerk, traveller, clothing machine mechanic, motor vehicle driver and general worker, their total experience shall be reckoned for the purpose of calculating the minimum wage at which they may commence service;

(v) that where ironers and/or folders and/or operators of a Hoffman press who have been employed in the Laundry Trade seek employment as ironers and/or folders 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 (non-automatic press)" means a female employee engaged in the pressing of finished garments by a pressing machine which is not fully automatic, but excluding the ironing of garments;

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

"female under-presser" means a female employee in the clothing section, other than a female presser (non-automatic press) or female presser (automatic press) employed in pressing processes, including the pressing of pockets and seams of crutch linings of completed trousers 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 outside the factory premises on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

(6) marking, branding, stencilling or affixing labels on boxes, bales or other containers by hand;

(7) general gardening work;

(8) binding, wiring or strapping boxes or bales or other containers;

(9) making tea or similar beverages and washing cups, saucers and kitchen utensils;

(10) fitting and mending machine belts; cleaning, oiling and greasing machines; moving tools, equipment and machines; changing needles; cleaning cotton and/or cloth from underneath throat plate;

(11) boiler attendant, i.e. an employee engaged in firing a boiler and maintaining the water level and steam pressure;

(12) making up parcels or bales in readiness for transport or delivery;

(13) folding and/or inserting mail, affixing post stamps or labels for posting;

(14) 'n afrol- en/of adresseer- en/of frankeermasjien bedien;
 (15) fakture, vragbriewe of dergelike dokumente sorteer;
 (16) boodskappe of kledingstukke of dele van kledingstukke van een werksaamheid na 'n ander binne die bedryfsinrigting dra;

(17) die handelsreisiger op sy reis vergesel en die handelsreisiger help om te dryf en om monsters in en uit te pak en te vertoon;

(18) wag of oppasser, d.w.s. 'n werknemer wat persele, geboue of ander eiendom bewaak;

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

(1) Masjienwerker, d.w.s. 'n werknemer wat met 'n naaimasjien werk in verband met die maak van klere verrig;

(2) nasiener, d.w.s. 'n werknemer wat die afgewerkte kledingstuk of dele daarvan ondersoek met die doel om gebreke te ontdek;

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

(4) pasmaker, d.w.s. 'n werknemer wat die buitekant van kledingstukke en die uitgesnyde voerings (tooisels) by mekaar laat pas sodat dié dele na die masjien kan gaan om reg aanmekeargewerk te word;

(5) ryger, met inbegrip van buiterygwerk, d.w.s. handnaaiwerk wanneer 'n baadjie of gedeeltes van 'n baadjie ter voorbereiding vir ander werksaamhede in posisie geplaas word, en/of binnerygwerk, d.w.s. met die hand die voerings van baadjies in posisie vaswerk ter voorbereiding van die aanmekeerwerk van die kantnate;

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

(7) herstel- en/of vervangstukke sny, met inbegrip van tyd bestee aan die soek na en passing van materiaal;

(8) kopiëring van moederpatrone (uitgesonderd die opstel daarvan) in 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 ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

(1) Materiaal tussen twee papierweefgetoue (vormers) plaas en voorberei vir stoomkas in hand- of weefgetouplooiproses;

(2) voorbereide vormers in stoomkas plaas en hulle weer uithaal in hand- of weefgetouplooiproses;

(3) materiaal van weefgetoue verwyder in hand- of weefgetouplooiproses;

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

(5) poeier op lae strooi deur middel van geperforeerde moederlae en lae met 'n kopieerwiel perforeer;

(6) dose inmeekaarsit, d.w.s. kartonhouers vir pakke klere en ander kledingstukke uit karton vou;

(7) skuinsband sny;

(8) voorparswerk 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 houthandroller daaroor te rol en (uitgedrukte stukkies) 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 ondergenoemde werksaamhede verrig of in een of meer van ondergenoemde hoedanighede werksaam is:

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

(2) ryger, 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. met die hand die voerings van baadjies op hul plek vasryg ter voorbereiding van die aanmekeerwerk van kantnate;

(3) patrone van lapelle en krae van baadjies fatsoeneer voordat voerings vasgeryg word;

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

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

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

(17) accompanying the traveller on his journey and assisting the traveller in driving and in packing, unpacking and displaying of samples;

(18) watchman or caretaker, i.e. an employee engaged in guarding premises, buildings or other property;

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

(1) Machinist, i.e. an employee who performs by sewing machine any operation in the making of clothing;

(2) passer, i.e. an employee who examines the finished off garment or parts thereof for flaws;

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

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

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

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

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

(8) 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) 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; moukappe omkap of gelyk maak; watte in moukappe insit; vaswerk van syvoorkante wat reeds in posisie geryg is; knoopsgate met die hand maak; vaswerk van moukappe terwyl dit met die vingers in posisie gehou word;

(5) kledingstukke in die hemdeseksie stryk en opvou of kledingstukke stryk, opvou en vasspeld asook rokke en/of onderklere vir dames; en gulpvoerings stryk;

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

(7) kant ople en sny volgens patroon;

(8) nasiener, d.w.s. 'n werknemer wat dele van kledingstukke of klaargemaakte kledingstukke ondersoek met die doel om gebreke te ontdek;

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

(10) strikke vir rokke maak;

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

(12) herstel- en/of vervangstukke sny, met inbegrip van die tyd wat bestee word aan die soek na en passing 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 pligte verrig of in een of meer van die volgende hoedanighede werksaam is:

(1) Optolling, d.w.s. tolle met 'n optoller optol;

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

(3) kledingstukke opvou en/of vasknoop;

(4) los boordjies stryk of kledingstukke in die hemdeseksie wat alreeds gevou of gestryk is, oorstrik; nate van dasse stryk met inbegrip van strikdasse; kreukels aan mansjette en voulyne vooraan hemde stryk en smeltbare tussenvoerings met 'n handstrykyster aanstryk en smeltbare tussenvoerings op die regte plekke sit en dit met 'n spesiale masjien op sekere punte vasmelt;

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

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

(7) hemde vasspeld;

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

(9) skuinssnywerk, d.w.s. die fatsoen van die krae merk of regny voortdat ander werksaamhede verrig word;

(10) sorteerwerk, d.w.s. sorteerwerk vir verskillende werksaamhede verrig, of afvalstukke kouse sorteer en losryg voortdat dit heropgerol word;

(11) verpakking, d.w.s. kledingstukke in dose of ander geskikte omhulsel verpak of kledingstukke in bondels of volgens bestellings bymekaarmaak voortdat dit na die versendingsafdeling gestuur word;

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

Plastik van mikvoerings in broeke; plastik van sitvlakke; permanente omslae vassit; platstik van gordelvoerings of dele daarvan; hakies in broekbande vaswerk en verskillende bykomstige naaiwerk verrig; platstik van krae of mousgate van onderbaadjies; krae of lapelle opstop; naatkoorde met die hand vaswerk; randverstywers vaswerk en bykomstige naaiwerk verrig; knope met die hand vaswerk; plastik van onderente van voerings of nate daarvan wat alreeds in posisie geryg is; platstik van omboorsels; hanglissies maak en vaswerk; oplegels wat reeds vasgeryg is, van binne vaswerk; seilboekvoerings maak; hakies en ogies aan krae vaswerk;

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

(14) stempelwerker, d.w.s. groottes en/of identifiserende werknommers op kledingstukke of gedeeltes van kledingstukke afstempel;

(4) finisher, i.e. an employee who performs on 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-facing 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 edge of collars, bands, cuffs, tabs or pockets with the use of a hand-iron;

(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 interlining with hand-iron and positioning and spot-fusing of fusible interlining with 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 of points of collars, bands, cuffs, tabs, pockets, including the semi-automatic machine making collar tabs;

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

(7) pinning shirts;

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

(9) slopig, 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) packing 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 part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks or armholes of vests; padding collars or lapels; putting on bridles by hand; fastening edgestays 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 canvases; sewing hooks and eyes on to 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 number on garments or parts of garments;

- (15) plooiër;
 (16) bediener van 'n halfoutomatiese drukknopmasjien; hakies en balkies bo aan die gulpe van broeke en die verlengklappe van broeke werk;
 (17) boordjies of mansjette met 'n skêr, 'n mes of 'n kontoermasjien regknip;
 (18) bediener van 'n knoopoortrekmasjien wat met die hand gewerk word;
 (19) 'n krimppers bedien;
 (20) kledingstukke deur 'n stoompers stuur en dit aan die ander kant afneem;
 (21) kussinkies in rokke en/of nie-uitgevoerde kortjasse vaswerk;
 (22) kledingstukke aan modelle pas maar nie materiaal afmerk, meet of afsny nie;
 (23) voorsparswerk aan melton- of linnepette vir mans en seuns verrig;
 (24) lynvoerders;
 (25) 'n ritssluitermasjien bedien;
 (26) 'n elektriese rubberlasmasjien bedien;
 (27) materiaal van uitskulping afsny;
 (28) etikette uitskryf;
 (29) lyfbande afwerk en skoonmaak nadat die voering en die lyfband aanmekaar gestik is;
 (30) vetergaatjies pons en inlaai;
 (31) gespes met die hand of 'n masjien oortrek;
 (32) groottes afstempel;
 (33) gespes vasklink; lyfbandgespes buig; gaatjies vir gespe en tong pons; die tong van die gespe aan die gespe vasdruk; gespes aan lyfbande vaskram;
 (34) die maak van lissies volgens masjienpatent;
 (35) dose inmeekaarsit, d.w.s. kartonhouers vir pakke kleren en ander kledingstukke uit karton vou;
 (36) skuinsband sny;
 (37) gesnyde en/of ongesnyde gedeeltes van lae ondersoek;
 (38) monsterboekies vir handelsreisigers sny;
 (39) handnaaiwerk aan dasse verrig;
 (40) kant, borduursel, galon, lint, omboorsel en rek opdraai of afdraai;
 (41) by die vervaardiging van vormdrag: Balein of draad met die hand insit; die binne- en die buitekant van die kelke van buustelyfies met die hand monteer; staal, balein of draad sny en puntoppies daarop aanbring; hakies en ogies vasklink en gespes en drukknop vasdruk; rek of skouerbande met die hand of deur middel van outomatiese masjiene sny; kousophouers en skouerbande met die hand monteer; individuele blindestukke vir gordels uitsny; panele aan blindestukke vir gordels plak, vassteek of vasspeld; gedeeltelik gemonteerde kelke vir buustelyfies en panele vir gordels of korsette stryk; skuinsband deur middel van outomatiese masjiene vou en rol;
 (42) kan, skouerbande en lint volgens vereiste lengtes sny (maar nie snywerk van lae af of volgens 'n patroon nie);
 (43) die druk van etikette;
 (44) bediener van 'n halfoutomatiese of outomatiese vassmeltmasjien;
 (45) leerkerwer, d.w.s. 'n werknemer wat 'n leerkerfmasjien bedien wat die dikte van leer verminder;
 (46) kantbrander, d.w.s. 'n werknemer wat kant in twee dele skei deur middel van 'n warm naald;

"hoofsnier" 'n gekwalifiseerde snier soos in die Ooreenkoms omskryf, wat aan die hoof staan van en aktief toesig hou oor die snyafdeling van 'n bedryfsinrigting;

"uurloop" die weekloon in klousule 4 (1) voorgeskryf, gedeel deur—

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

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

42½ in die geval van alle ander werknemers;

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

"binnevoeringsnier" in die hemdeseksie 'n werknemer wat uitsluitlik voerings vir hemde, boordjies, slaappakke en ander klerke sny;

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

(a) die opmaak van vol-vormkledingstukke;

(b) die opmaak van half-vormkledingstukke;

(c) die opmaak van sokkies vir mans, dames en kinders, maar nie die opmaak van gebreide kledingstukke uit brei-stofstuklengtes van 'n eenvormige breedte nie;

- (15) crimper;
 (16) operator of semi-automatic press-studs machine; putting on of hooks and bars on the top of the flies of trousers and the extension flaps of trousers;
 (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) fitting garments on models but excluding marking, measuring or cutting off of material;
 (23) underpressing of men's and boys' melton or 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 belts 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 machines;
 (42) cutting of lace, shoulder straps and ribbons into required lengths (excluding the cutting from lays or according to pattern);
 (43) printing labels;
 (44) operator of a semi-automatic or automatic fusing machine;
 (45) skiver, i.e. an employee engaged in operating a skiving machine which reduces the thickness of leather;
 (46) 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) divided by—

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

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

42½ in the case of all other employees;

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

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

"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;

"laagpatroonopsteller" 'n werknemer, uitgesonderd 'n binnevoeringsnyer, opmaker of dassnyer, wat patrone op lae rangskik;

"leersnyer" 'n werknemer, uitgesonderd 'n laagpatroonopsteller, wat dele van leerklledingstukke sny;

"laemaker" 'n werknemer wat materiaal in lae rangskik (wat die sny van ente en kante kan insluit) en/of wat dele uit die gesnyde lae sorteer;

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

"manlike voorparser" in die klerasieseksie, 'n manlike werknemer, uitgesonderd 'n manlike parser, wat pars werk doen, met inbegrip van die pars van sakke en nate van mikvoerings van klaar broeke en die pars van smeltbare tussenvoerings, maar wat nie strykwerk doen nie;

"maandloon" die weekloon vermenigvuldig met 4 $\frac{1}{2}$;

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

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

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

"patentmasjien" 'n knoop-, knoopsgat-, opstop- of naat-afwerkingsmasjien;

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

"gekwalfiseer" 'n werknemer uitgesonderd 'n leerling of 'n klerasiesjienwerktuigkundige, drywer van 'n motorvoertuig, hoofsnier of algemene werker wat sy tydperk van leerling-skap 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. wat 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 in die werksaamhede van 'n span speel;

"werkspan" (somsyds 'n "span" genoem) 'n span van drie of meer werknemers wat deelwerk verrig in verband met die opmaak 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 werkeure in 'n bedryfsinrigting weens 'n werkslapte of ander vereistes van die handel;

"magasynman" 'n werknemer wat in die algemeen verantwoordelik is vir voorrade en/of afgewerkte produkte en wat verantwoordelik is vir die ontvangs, opberging, verpakking of uitpak van goedere in 'n magasyn of pakhuis en/of die aflewering van goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings van '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 natrek rondom patrone wat alreeds deur die laagpatroonopsteller uitgelê is;

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

"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 lisensieowerheid wat regtens gemagtig is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of outofiets of fiets uitgerus met 'n hulpmotor, die onbelaste massa geag word hoogstens 1 360 kg te wees;

"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;

"male under-presser" 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 one third;

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

"pattern grader" means an employee who grades patterns to various sizes and makes ancillary patterns to a master pattern and includes an employee engaged in making master patterns for pleating process and in making copies from the master pattern;

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

"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 a clothing machine mechanic, motor vehicle driver, head cutter or general worker who has completed his learnership in terms of this Agreement;

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

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

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

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

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

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

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

"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, canvases or solicits orders from persons for the sale and/or supply to them of goods;

"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: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or auto-cycle or a cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 1 360 kg;

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

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

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

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

4. LONE

(1) Die minimum lone wat betaal moet word aan en aangeneem mag word deur ondergenoemde klasse werknemers is soos volg:

DEEL A

Snyafdeling:

	Vanaf datum van inwer- king- treking van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80
	Per week R	Per week R	Per week R
Hoofsnyer.....	71,55	78,05	82,60
Patroonmaker:			
(a) Gekwalifiseer.....	71,55	78,05	82,60
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60
Tweede ses maande ondervinding..	22,30	24,30	25,70
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	29,30	31,95	33,85
Tweede ses maande ondervinding..	36,35	39,65	41,95
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	43,35	47,30	50,05
Tweede ses maande ondervinding..	50,40	55,00	58,20
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	57,45	62,70	66,30
Tweede ses maande ondervinding..	64,45	70,35	74,45
Daarna, die loon in (a) voorgeskryf, d.w.s.....	71,55	78,05	82,60
Patroongradeerder:			
(a) Gekwalifiseer.....	55,25	60,30	63,80
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60
Tweede ses maande ondervinding..	20,25	22,10	23,35
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	25,25	27,55	29,15
Tweede ses maande ondervinding..	30,25	33,00	34,90
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	35,25	38,45	40,65
Tweede ses maande ondervinding..	40,25	43,90	46,45
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	45,25	49,40	52,20
Tweede ses maande ondervinding..	50,25	54,85	58,00
Daarna, die loon in (a) voorgeskryf, d.w.s.....	55,25	60,30	63,80
Snyer, laagpatroonopsteller:			
(a) Gekwalifiseer.....	52,70	57,50	60,85
(b) Leerling:			
<i>Eerste jaar</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60
Tweede ses maande ondervinding..	19,90	21,75	23,00
<i>Tweede jaar</i>			
Eerste ses maande ondervinding...	24,60	26,85	28,40
Tweede ses maande ondervinding..	29,30	31,95	33,80
<i>Derde jaar</i>			
Eerste ses maande ondervinding...	33,95	37,05	39,20
Tweede ses maande ondervinding..	38,65	42,15	44,60

"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) 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.

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 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 opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R
Head cutter.....	71,55	78,05	82,60
Pattern maker:			
(a) Qualified.....	71,55	78,05	82,60
(b) Learner:			
<i>First year</i>			
First six months of experience....	15,25	16,60	17,60
Second six months of experience...	22,30	24,30	25,70
<i>Second year</i>			
First six months of experience....	29,30	31,95	33,85
Second six months of experience...	36,35	39,65	41,95
<i>Third year</i>			
First six months of experience....	43,35	47,30	50,05
Second six months of experience...	50,40	55,00	58,20
<i>Fourth year</i>			
First six months of experience....	57,45	62,70	66,30
Second six months of experience...	64,45	70,35	74,45
Thereafter, the wage specified in (a), i.e.....	71,55	78,05	82,60
Pattern grader:			
(a) Qualified.....	55,25	60,30	63,80
(b) Learner:			
<i>First year</i>			
First six months of experience....	15,25	16,60	17,60
Second six months of experience...	20,25	22,10	23,35
<i>Second year</i>			
First six months of experience....	25,25	27,55	29,15
Second six months of experience...	30,25	33,00	34,90
<i>Third year</i>			
First six months of experience....	35,25	38,45	40,65
Second six months of experience...	40,25	43,90	46,45
<i>Fourth year</i>			
First six months of experience....	45,25	49,40	52,20
Second six months of experience...	50,25	54,85	58,00
Thereafter, the wage specified in (a), i.e.....	55,25	60,30	63,80
Cutter, lay-maker:			
(a) Qualified.....	52,70	57,50	60,85
(b) Learner:			
<i>First year</i>			
First six months of experience....	15,25	16,60	17,60
Second six months of experience...	19,90	21,75	23,00
<i>Second year</i>			
First six months of experience....	24,60	26,85	28,40
Second six months of experience...	29,30	31,95	33,80
<i>Third year</i>			
First six months of experience....	33,95	37,05	39,20
Second six months of experience...	38,65	42,15	44,60

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80		From date of coming into opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	43,30	47,30	50,00	First six months of experience....	43,30	47,30	50,00
Tweede ses maande ondervinding..	48,00	52,40	55,40	Second six months of experience...	48,00	52,40	55,40
Daarna, die loon in (a) voorgeskryf, d.w.s.....	52,70	57,50	60,85	Thereafter, the wage specified in (a), i.e.....	52,70	57,50	60,85
Binnevoeringsnyer, opmaker, leer- snyer en dassnyer:				Interlining cutter, trimmer, leather cutter and tie cutter:			
(a) Gekwalifiseer.....	33,65	36,75	38,85	(a) Qualified.....	33,65	36,75	38,85
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	17,55	19,15	20,25	Second six months of experience...	17,55	19,15	20,25
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	19,85	21,65	22,90	First six months of experience....	19,85	21,65	22,90
Tweede ses maande ondervinding..	22,15	24,15	25,55	Second six months of experience...	22,15	24,15	25,55
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	24,45	26,65	28,20	First six months of experience....	24,45	26,65	28,20
Tweede ses maande ondervinding..	26,75	29,15	30,85	Second six months of experience...	26,75	29,15	30,85
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	29,05	31,70	33,50	First six months of experience....	29,05	31,70	33,50
Tweede ses maande ondervinding..	31,35	34,20	36,15	Second six months of experience...	31,35	34,20	36,15
Daarna, die loon in (a) voorgeskryf, d.w.s.....	33,65	36,75	38,85	Thereafter, the wage specified in (a), i.e.....	33,65	36,75	38,85
(c) Indien bevorder tot leerling- snyer:				(c) If advanced to learner cutter:			
Eerste ses maande na datum van bevordering.....	43,30	47,30	50,00	First six months from date of advancement.....	43,30	47,30	50,00
Tweede ses maande na datum van bevordering..	48,00	52,40	55,40	Second six months from date of advancement....	48,00	52,40	55,40
Daarna, die loon vir 'n ge- kwalifiseerde snyer voor- geskryf, d.w.s.....	52,70	57,50	60,85	Thereafter, the wage speci- fied for qualified cutter, i.e.....	52,70	57,50	60,85
Laemaker:				Layer-up:			
(a) Gekwalifiseer.....	21,90	23,90	25,30	(a) Qualified.....	21,90	23,90	25,30
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	16,35	17,85	18,85	Second six months of experience...	16,35	17,85	18,85
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	17,45	19,05	20,15	First six months of experience....	17,45	19,05	20,15
Tweede ses maande ondervinding..	18,55	20,25	21,45	Second six months of experience...	18,55	20,25	21,45
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	19,65	21,45	22,70	First six months of experience....	19,65	21,45	22,70
Tweede ses maande ondervinding..	20,75	22,65	24,00	Second six months of experience...	20,75	22,65	24,00
Daarna, die loon in (a) voorgeskryf, d.w.s.....	21,90	23,90	25,30	Thereafter, the wage specified in (a), i.e.....	21,90	23,90	25,30
(c) Indien bevorder tot leerling- snyer:				(c) If advanced to learner cutter:			
Eerste ses maande na datum van bevordering.....	21,90	23,90	25,30	First six months from date of advancement.....	21,90	23,90	25,30
Tweede ses maande na datum van bevordering..	29,60	32,30	34,20	Second six months from date of advancement....	29,60	32,30	34,20
Derde ses maande na datum van bevordering.....	37,30	40,70	43,05	Third six months from date of advancement....	37,30	40,70	43,05
Vierde ses maande na datum van bevordering.....	45,00	49,10	51,95	Fourth six months from date of advancement....	45,00	49,10	51,95
Daarna, die loon vir 'n ge- kwalifiseerde snyer voor- geskryf, d.w.s.....	52,70	57,50	60,85	Thereafter, the wage speci- fied for qualified cutter, i.e.....	52,70	57,50	60,85
(d) Indien bevorder tot leerling- binnevoeringsnyer, -opmaker, -leersnyer en -dassnyer:				(d) If advanced to learner inter- lining cutter, trimmer, leather cutter or tie cutter:			
Eerste ses maande na datum van bevordering.....	21,90	23,90	25,30	First six months from date of advancement.....	21,90	23,90	25,30
Tweede ses maande na datum van bevordering..	27,80	30,30	32,10	Second six months from date of advancement....	27,80	30,30	32,10
Daarna, die loon voorge- skryf vir 'n gekwalifi- seerde binnevoeringsnyer, opmaker, leersnyer en dassnyer, d.w.s.....	33,65	36,75	38,85	Thereafter, the wage speci- fied for qualified inter- lining cutter, trimmer, leather cutter or tie cutter, i.e.....	33,65	36,75	38,85

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80		From date of coming into opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
(e) Indien bevorder tot pasmaker:				(e) If advanced to fitter-up:			
Eerste ses maande na datum				First six months from date			
van bevordering.....	21,90	23,90	25,30	of advancement.....	21,90	23,90	25,30
Tweede ses maande na				Second six months from			
datum van bevordering...	27,70	30,20	31,90	date of advancement...	27,70	30,20	31,90
Derde ses maande na datum				Third six months from date			
van bevordering.....	30,80	33,55	35,50	of advancement.....	30,80	33,55	35,50
Vierde ses maande na datum				Fourth six months from			
van bevordering.....	33,90	36,95	39,05	date of advancement....	33,90	36,95	39,05
Vyfde ses maande na datum				Fifth six months from date			
van bevordering.....	37,00	40,35	42,65	of advancement.....	37,00	40,35	42,65
Daarna, die loon vir 'n pas-				Thereafter, the wage speci-			
maker voorgeskryf, d.w.s.	40,15	43,75	46,30	fied for fitter-up, i.e.....	40,15	43,75	46,30
Perssnyer:				Clicker:			
(a) Gekwalifiseer.....	35,55	38,80	41,05	(a) Qualified.....	35,55	38,80	41,05
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience.....	15,25	16,60	17,60
Tweede ses maande ondervinding..	19,30	21,05	22,30	Second six months of experience...	19,30	21,05	22,30
Tweede jaar ondervinding.....	23,35	25,50	26,95	Second year of experience.....	23,35	25,50	26,95
Derde jaar ondervinding.....	27,40	29,95	31,65	Third year of experience.....	27,40	29,95	31,65
Vierde jaar ondervinding.....	31,50	34,40	36,35	Fourth year of experience.....	31,50	34,40	36,35
Daarna, die loon in (a) voorgeskryf,				Thereafter, the wage specified in (a),			
d.w.s.....	35,55	38,80	41,05	i.e.....	35,55	38,80	41,05
Natrekker:				Tracer:			
(a) Gekwalifiseer.....	33,65	36,75	38,85	(a) Qualified.....	33,65	36,75	38,85
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience.....	15,25	16,60	17,60
Tweede ses maande ondervinding..	17,55	19,15	20,25	Second six months of experience....	17,55	19,15	20,25
Tweede jaar				Second year			
Eerste ses maande ondervinding...	19,85	21,65	22,90	First six months of experience.....	19,85	21,65	22,90
Tweede ses maande ondervinding..	22,15	24,15	25,55	Second six months of experience...	22,15	24,15	25,55
Derde jaar				Third year			
Eerste ses maande ondervinding...	24,45	26,65	28,20	First six months of experience.....	24,45	26,65	28,20
Tweede ses maande ondervinding..	26,75	29,15	30,85	Second six months of experience...	26,75	29,15	30,85
Vierde jaar				Fourth year			
Eerste ses maande ondervinding...	29,05	31,70	33,50	First six months of experience.....	29,05	31,70	33,50
Tweede ses maande ondervinding..	31,35	34,20	36,15	Second six months of experience...	31,35	34,20	36,15
Daarna, die loon in (a) voorgeskryf,				Thereafter, the wage specified in (a),			
d.w.s.....	33,65	36,75	38,85	i.e.....	33,65	36,75	38,85

DEEL B

Fabriekswerkers:

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80
	Per week R	Per week R	Per week R
Klerasiemasjienwerktuigkundige:			
(a) Gekwalifiseer.....	71,55	78,05	82,60
(b) Leerling:			
Eerste jaar			
Eerste ses maande ondervinding...	15,25	16,60	17,60
Tweede ses maande ondervinding..	22,30	24,30	25,70
Tweede jaar			
Eerste ses maande ondervinding...	29,30	31,95	33,85
Tweede ses maande ondervinding..	36,35	39,65	41,95

PART B

Factory operatives:

	From date of coming into opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R
Clothing machine mechanic:			
(a) Qualified.....	71,55	78,05	82,60
(b) Learner:			
First year			
First six months of experience.....	15,25	16,60	17,60
Second six months of experience...	22,30	24,30	25,70
Second year			
First six months of experience.....	29,30	31,95	33,85
Second six months of experience...	36,35	39,65	41,95

	Vanaf datum van inwer- king- trekking van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80		From date of coming into opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	43,35	47,30	50,05	First six months of experience....	43,35	47,30	50,05
Tweede ses maande ondervinding..	50,40	55,00	58,20	Second six months of experience...	50,40	55,00	58,20
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	57,45	62,70	66,30	First six months of experience....	57,45	62,70	66,30
Tweede ses maande ondervinding..	64,45	70,35	74,45	Second six months of experience...	64,45	70,35	74,45
Daarna, die loon in (a) voorgeskryf, d.w.s.....	71,55	78,05	82,60	Thereafter, the wage specified in (a), i.e.....	71,55	78,05	82,60
Klerasetegnikus:				Clothing technician:			
(a) Gekwalifiseer.....	71,55	78,05	82,60	(a) Qualified.....	71,55	78,05	82,60
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	22,30	24,30	25,70	Second six months of experience...	22,30	24,30	25,70
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	29,30	31,95	33,85	First six months of experience....	29,30	31,95	33,85
Tweede ses maande ondervinding..	36,35	39,65	41,95	Second six months of experience...	36,35	39,65	41,95
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	43,35	47,30	50,05	First six months of experience....	43,35	47,30	50,05
Tweede ses maande ondervinding..	50,40	55,00	58,20	Second six months of experience...	50,40	55,00	58,20
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	57,45	62,70	66,30	First six months of experience....	57,45	62,70	66,30
Tweede ses maande ondervinding..	64,45	70,35	74,45	Second six months of experience...	64,45	70,35	74,45
Daarna, die loon in (a) voorgeskryf, d.w.s.....	71,55	78,05	82,60	Thereafter, the wage specified in (a), i.e.....	71,55	78,05	82,60
Vroulike parser (nie-outomatiese pers):				Female presser (non-automatic press):			
(a) Gekwalifiseer.....	40,15	43,75	46,30	(a) Qualified.....	40,15	43,75	46,30
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	18,35	20,00	21,15	Second six months of experience...	18,35	20,00	21,15
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	21,45	23,40	24,75	First six months of experience....	21,45	23,40	24,75
Tweede ses maande ondervinding..	24,55	26,80	28,35	Second six months of experience...	24,55	26,80	28,35
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	27,70	30,20	31,90	First six months of experience....	27,70	30,20	31,90
Tweede ses maande ondervinding..	30,80	33,55	35,50	Second six months of experience...	30,80	33,55	35,50
<i>Vierde jaar</i>				<i>Fourth year</i>			
Eerste ses maande ondervinding...	33,90	36,95	39,05	First six months of experience....	33,90	36,95	39,05
Tweede ses maande ondervinding..	37,00	40,35	42,65	Second six months of experience...	37,00	40,35	42,65
Daarna, die loon in (a) voorgeskryf, d.w.s.....	40,15	43,75	46,30	Thereafter, the wage specified in (a), i.e.....	40,15	43,75	46,30
Vroulike parser (outomatiese pers):				Female presser (automatic press):			
(a) Gekwalifiseer.....	28,20	30,75	32,55	(a) Qualified.....	28,20	30,75	32,55
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	17,40	18,95	20,10	Second six months of experience...	17,40	18,95	20,10
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	19,55	21,30	22,55	First six months of experience....	19,55	21,30	22,55
Tweede ses maande ondervinding..	21,70	23,65	25,05	Second six months of experience...	21,70	23,65	25,05
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	23,85	26,00	27,55	First six months of experience....	23,85	26,00	27,55
Tweede ses maande ondervinding..	26,00	28,35	30,05	Second six months of experience...	26,00	28,35	30,05
Daarna, die loon in (a) voorgeskryf, d.w.s.....	28,20	30,75	32,55	Thereafter, the wage specified in (a), i.e.....	28,20	30,75	32,55
Vroulike voorparser:				Female under-presser:			
(a) Gekwalifiseer.....	22,25	24,25	25,65	(a) Qualified.....	22,25	24,25	25,65
(b) Leerling:				(b) Learner:			
<i>Eerste jaar</i>				<i>First year</i>			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	16,40	17,90	18,95	Second six months of experience...	16,40	17,90	18,95
<i>Tweede jaar</i>				<i>Second year</i>			
Eerste ses maande ondervinding...	17,55	19,15	20,25	First six months of experience....	17,55	19,15	20,25
Tweede ses maande ondervinding..	18,70	20,45	21,60	Second six months of experience...	18,70	20,45	21,60
<i>Derde jaar</i>				<i>Third year</i>			
Eerste ses maande ondervinding...	19,90	21,70	22,95	First six months of experience....	19,90	21,70	22,95
Tweede ses maande ondervinding..	21,05	22,95	24,30	Second six months of experience...	21,05	22,95	24,30
Daarna, die loon in (a) voorgeskryf, d.w.s.....	22,25	24,25	25,65	Thereafter, the wage specified in (a), i.e.....	22,25	24,25	25,65

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80		From date of coming into opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
(c) Indien bevorder tot leerling- parser, vrou (nie-outomatiese pers):				(c) If advanced to learner female presser (non-automatic press):			
Eerste ses maande vanaf datum van bevordering...	22,25	24,25	25,65	First six months from date of advancement.....	22,25	24,25	25,65
Tweede ses maande vanaf datum van bevordering...	31,20	34,00	35,95	Second six months from date of advancement....	31,20	34,00	35,95
Daarna, die loon vir 'n ge- kwalifiseerde vroulike parser (nie-outomatiese pers) voorgeskryf, d.w.s....	40,15	43,75	46,30	Thereafter, the wage speci- fied for qualified female presser (non-automatic press), i.e.....	40,15	43,75	46,30
(d) Indien bevorder tot leerling- parser, vrou (outomatiese pers):				(d) If advanced to learner female presser (automatic press):			
Eerste ses maande vanaf datum van bevordering...	22,25	24,25	25,65	First six months from date of advancement.....	22,25	24,25	25,65
Tweede ses maande vanaf datum van bevordering...	25,20	27,50	29,10	Second six months from date of advancement....	25,20	27,50	29,10
Daarna, die loon vir 'n ge- kwalifiseerde vroulike parser (outomatiese pers) voorgeskryf, d.w.s.....	28,20	30,75	32,55	Thereafter, the wage speci- fied for qualified female presser (automatic press), i.e.....	28,20	30,75	32,55
Werknemer, graad A, man:				Grade A employee (male):			
(a) Gekwalifiseer.....	40,15	43,75	46,30	(a) Qualified.....	40,15	43,75	46,30
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience.....	15,25	16,60	17,60
Tweede ses maande ondervinding...	18,35	20,00	21,15	Second six months of experience...	18,35	20,00	21,15
Tweede jaar				Second year			
Eerste ses maande ondervinding...	21,45	23,40	24,75	First six months of experience.....	21,45	23,40	24,75
Tweede ses maande ondervinding...	24,55	26,80	28,35	Second six months of experience...	24,55	26,80	28,35
Derde jaar				Third year			
Eerste ses maande ondervinding...	27,70	30,20	31,90	First six months of experience.....	27,70	30,20	31,90
Tweede ses maande ondervinding...	30,80	33,55	35,50	Second six months of experience...	30,80	33,55	35,50
Vierde jaar				Fourth year			
Eerste ses maande ondervinding...	33,90	36,95	39,05	First six months of experience.....	33,90	36,95	39,05
Tweede ses maande ondervinding...	37,00	40,35	42,65	Second six months of experience...	37,00	40,35	42,65
Daarna, die loon in (a) voorgeskryf, d.w.s.....	40,15	43,75	46,30	Thereafter, the wage specified in (a), i.e.....	40,15	43,75	46,30
(c) Indien bevorder tot leerling- toesighouer:				(c) If advanced to learner super- visor:			
Eerste ses maande na datum van bevordering.....	40,15	43,75	46,30	First six months from date of advancement.....	40,15	43,75	46,30
Tweede ses maande na datum van bevordering...	47,55	51,85	54,85	Second six months from date of advancement....	47,55	51,85	54,85
Daarna, die loon vir 'n ge- kwalifiseerde manlike toesighouer voorgeskryf, d.w.s.....	54,95	59,95	63,45	Thereafter, the wage speci- fied for qualified male supervisor, i.e.....	54,95	59,95	63,45
(d) Indien bevorder van spanleier tot leerlingtoesighouer:				(d) If advanced to learner super- visor from set learner:			
Eerste ses maande na datum van bevordering.....	42,70	46,55	49,25	First six months from date of advancement.....	42,70	46,55	49,25
Tweede ses maande na datum van bevordering...	48,80	53,25	56,35	Second six months from date of advancement....	48,80	53,25	56,35
Daarna, die loon vir 'n ge- kwalifiseerde manlike toesighouer voorgeskryf, d.w.s.....	54,95	59,95	63,45	Thereafter, the wage speci- fied for qualified male supervisor, i.e.....	54,95	59,95	63,45
Werknemer graad B, man:				Grade B employee (male):			
(a) Gekwalifiseer.....	26,00	28,50	30,00	(a) Qualified.....	26,00	28,50	30,00
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience.....	15,25	16,60	17,60
Tweede ses maande ondervinding...	17,05	18,60	19,65	Second six months of experience...	17,05	18,60	19,65
Tweede jaar				Second year			
Eerste ses maande ondervinding...	18,80	20,60	21,70	First six months of experience.....	18,80	20,60	21,70
Tweede ses maande ondervinding...	20,60	22,55	23,75	Second six months of experience...	20,60	22,55	23,75
Derde jaar				Third year			
Eerste ses maande ondervinding...	22,40	24,55	25,85	First six months of experience.....	22,40	24,55	25,85
Tweede ses maande ondervinding...	24,20	26,50	27,90	Second six months of experience...	24,20	26,50	27,90
Daarna, die loon in (a) voorgeskryf, d.w.s.....	26,00	28,50	30,00	Thereafter, the wage specified in (a), i.e.....	26,00	28,50	30,00

	Vanaf datum van inwer- king- trekking van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80		From date of coming into opera- tion of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R		Per week R	Per week R	Per week R
(c) Indien bevorder tot werk- nemer graad A, man:				(c) If advanced to Grade A em- ployee (male):			
Eerste ses maande vanaf datum van bevordering...	26,00	28,50	30,00	First six months from date of advancement.....	26,00	28,50	30,00
Tweede ses maande vanaf datum van bevordering...	33,90	36,95	39,05	Second six months from date of advancement....	33,90	36,95	39,05
Derde ses maande vanaf datum van bevordering...	37,00	40,35	42,65	Third six months from date of advancement.....	37,00	40,35	42,65
Daarna.....	40,15	43,75	46,30	Thereafter.....	40,15	43,75	46,30
Werknemer graad B, vrou:				Grade B employee (female):			
(a) Gekwalifiseer.....	26,00	28,50	30,00	(a) Qualified.....	26,00	28,50	30,00
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	17,05	18,60	19,65	Second six months of experience...	17,05	18,60	19,65
Tweede jaar				Second year			
Eerste ses maande ondervinding...	18,80	20,60	21,70	First six months of experience....	18,80	20,60	21,70
Tweede ses maande ondervinding..	20,60	22,55	23,75	Second six months of experience...	20,60	22,55	23,75
Derde jaar				Third year			
Eerste ses maande ondervinding...	22,40	24,55	25,85	First six months of experience....	22,40	24,55	25,85
Tweede ses maande ondervinding..	24,20	26,50	27,90	Second six months of experience...	24,20	26,50	27,90
Daarna, die loon in (a) voorgeskryf, d.w.s.....	26,00	28,50	30,00	Thereafter, the wage specified in (a), i.e.....	26,00	28,50	30,00
(c) Indien bevorder tot leerling- toesighoudster:				(c) If advanced to learner super- visor:			
Eerste ses maande na datum van bevordering.....	26,00	28,50	30,00	First six months from date of advancement.....	26,00	28,50	30,00
Tweede ses maande na datum van bevordering...	31,15	33,95	35,95	Second six months from date of advancement....	31,15	33,95	35,95
Daarna, die loon vir 'n ge- kwalifiseerde toesighoud- ster voorgeskryf, d.w.s....	36,80	40,10	42,45	Thereafter, the wage speci- fied for qualified, female supervisor, i.e.....	36,80	40,10	42,45
(d) Indien bevorder van spanleier tot leerlingtoesighoudster:				(d) If advanced from set leader to learner supervisor:			
Eerste ses maande na datum van bevordering.....	28,60	31,15	33,00	First six months from date of advancement.....	28,60	31,15	33,00
Tweede ses maande na datum van bevordering...	31,15	33,95	35,95	Second six months from date of advancement....	31,15	33,95	35,95
Daarna, die loon vir 'n ge- kwalifiseerde toesighoud- ster voorgeskryf, d.w.s....	36,80	40,10	42,45	Thereafter, the wage speci- fied for qualified female supervisor, i.e.....	36,80	40,10	42,45
Werknemer graad C, vrou:				Grade C employee (female):			
(a) Gekwalifiseer.....	19,20	20,95	22,15	(a) Qualified.....	19,20	20,95	22,15
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	15,90	17,35	18,35	Second six months of experience...	15,90	17,35	18,35
Tweede jaar				Second year			
Eerste ses maande ondervinding...	16,55	18,05	19,10	First six months of experience....	16,55	18,05	19,10
Tweede ses maande ondervinding..	17,20	18,80	19,85	Second six months of experience...	17,20	18,80	19,85
Derde jaar				Third year			
Eerste ses maande ondervinding...	17,85	19,50	20,60	First six months of experience....	17,85	19,50	20,60
Tweede ses maande ondervinding..	18,50	20,20	21,35	Second six months of experience...	18,50	20,20	21,35
Daarna, die loon in (a) voorgeskryf, d.w.s.....	19,20	20,95	22,15	Thereafter, the wage specified in (a), i.e.....	19,20	20,95	22,15
(c) Indien bevorder tot werk- nemer graad B, vrou:				(c) If advanced to Grade B em- ployee, female:			
Eerste ses maande vanaf datum van bevordering...	19,20	20,95	22,15	First six months from date of advancement.....	19,20	20,95	22,15
Tweede ses maande vanaf datum van bevordering...	22,60	24,70	26,05	Second six months from date of advancement....	22,60	24,70	26,05
Daarna.....	26,00	28,50	30,00	Thereafter.....	26,00	28,50	30,00
Manlike voorparser:				Male under-presser:			
(a) Gekwalifiseer.....	33,65	36,75	38,85	(a) Qualified.....	33,65	36,75	38,85
(b) Leerling:				(b) Learner:			
Eerste jaar				First year			
Eerste ses maande ondervinding...	15,25	16,60	17,60	First six months of experience....	15,25	16,60	17,60
Tweede ses maande ondervinding..	17,55	19,15	20,25	Second six months of experience...	17,55	19,15	20,25
Tweede jaar				Second year			
Eerste ses maande ondervinding...	19,85	21,65	22,90	First six months of experience....	19,85	21,65	22,90
Tweede ses maande ondervinding..	22,15	24,15	25,55	Second six months of experience...	22,15	24,15	25,55
Derde jaar				Third year			
Eerste ses maande ondervinding...	24,45	26,65	28,20	First six months of experience....	24,45	26,65	28,20
Tweede ses maande ondervinding..	26,75	29,15	30,85	Second six months of experience...	26,75	29,15	30,85

	Vanaf datum van inwer- king- treding van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80
	Per week R	Per week R	Per week R
<i>Vierde jaar</i>			
Eerste ses maande ondervinding...	29,05	31,70	33,50
Tweede ses maande ondervinding...	31,35	34,20	36,15
Daarna, die loon in (a) voorgeskryf, d.w.s.	33,65	36,75	38,85
(c) Indien bevorder tot leerling- parser, man:			
Eerste ses maande na datum van bevordering.....	33,65	36,75	38,85
Tweede ses maande na datum van bevordering...	36,90	40,25	42,55
Daarna, die loon vir 'n ge- kwalifiseerde werknemer graad A, man, voorge- skryf, d.w.s.	40,15	43,75	46,30

DEEL C

Klerke en Handelsreisigers:

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

	From date of coming into operation of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R
<i>Fourth year</i>			
First six months of experience.....	29,05	31,70	33,50
Second six months of experience...	31,35	34,20	36,15
Thereafter, the wage specified in (a), i.e.	33,65	36,75	38,85
(c) If advanced to learner male presser:			
First six months from date of advancement.....	33,65	36,75	38,85
Second six months from date of advancement....	36,90	40,25	42,55
Thereafter, the wage speci- fied for qualified Grade A employee, male, i.e.	40,15	43,7	546,30

PART C

Clerical and Travellers:

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

DEEL D

Algemeen:

	Vanaf datum van inwer- king- trekking van hierdie Ooreen- koms tot 12/12/79	Vanaf 13/12/79 tot 12/12/80	Vanaf 13/12/80
	Per week R	Per week R	Per week R
Voorman of toesighouer, gehalte- beheerder en instrukteur:			
(a) Gekwalifiseer.....	54,95	59,95	63,45
(b) Leerling:			
Eerste ses maande onder- vinding.....	40,15	43,75	46,30
Tweede ses maande onder- vinding.....	47,55	51,85	54,85
Daarna, die loon in (a) voorgeskrif, d.w.s.....	54,95	59,95	63,45
Voorvrou of toesighoudster, gehalte- beheerder en instruktrise:			
(a) Gekwalifiseer.....	36,80	40,10	42,45
(b) Leerling:			
Eerste ses maande onder- vinding.....	26,00	28,50	30,00
Tweede ses maande onder- vinding.....	31,15	33,95	35,95
Daarna, die loon in (a) voorgeskrif, d.w.s.....	36,80	40,10	42,45
Algemene werker:			
Man, 18 jaar en ouer.....	25,40	27,70	30,00
Man, onder 18 jaar.....	21,30	23,20	25,20
Vrou.....	21,30	23,20	25,20
Drywer van motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van 'n sleep- wa of -waens wat deur sodanige voertuig getrek word—			
(a) hoogstens 1 360 kg is.....	25,40	27,70	30,00
(b) meer as 1 360 kg maar hoog- stens 2 720 kg is.....	28,20	30,75	32,55
(c) meer as 2 720 kg is.....	39,05	42,60	45,10

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

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

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

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

(b) Net so en op dieselfde wyse moet alle verhogings wat gedurende die tydperke 1 April tot 30 Junie, 1 Julie tot 30 September en 1 Oktober tot 31 Desember van elke kalenderjaar verskuldig word, aan die werknemers toegestaan word met ingang van die betaalweek waarin 15 Mei, 15 Augustus en 15 November binne die onderskeie tydperke val.

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

(4) Behalwe met die goedkeuring van die Raad of tensy hierin anders bepaal word, moet 'n werknemer wat van die een beroep oorgeplaas word na 'n ander waarvoor lone

PART D

General:

	From date of coming into oper- ation of this Agree- ment to 12/12/79	From 13/12/79 to 12/12/80	From 13/12/80
	Per week R	Per week R	Per week R
Foreman or male supervisor, quality controller and instructor:			
(a) Qualified.....	54,95	59,95	63,45
(b) Learner:			
First six months of experi- ence.....	40,15	43,75	46,30
Second six months of ex- perience.....	47,55	51,85	54,85
Thereafter, the wage speci- fied in (a), i.e.....	54,95	59,95	63,45
Forewoman or female supervisor, quality controller and instruc- tress:			
(a) Qualified.....	36,80	40,10	42,45
(b) Learner:			
First six months of experi- ence.....	26,00	28,50	30,00
Second six months of ex- perience.....	31,15	33,95	35,95
Thereafter, the wage speci- fied in (a), i.e.....	36,80	40,10	42,45
General worker:			
Male, 18 years of age and over..	25,40	27,70	30,00
Male, under 18 years.....	21,30	23,20	25,20
Female.....	21,30	23,20	25,20
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—			
(a) does not exceed 1 360 kg... ..	25,40	27,70	30,00
(b) Exceeds 1 360 kg but not 2 720 kg.....	28,20	30,75	32,55
(c) exceeds 2 720 kg.....	39,05	42,60	45,10

(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 R2 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 have been advised to the Council within 14 days of the employee 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

in hierdie Ooreenkoms voorgeskryf word, of terwyl hy in die diens van dieselfde werkgever bly of wanneer hy diens by 'n ander werkgever 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 skale.*—'n Werkgever 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 in paragraaf (a) bedoel, minstens een vyfde van die hoër weekloon wat in subklousule (1) voorgeskryf word; en

(ii) in die geval in paragraaf (b) bedoel, minstens een vyfde van die hoogste weekloon wat in subklousule (1) vir die hoër klas voorgeskryf word:

Met dien verstande dat, waar die verskil tussen klasse ingevolge subklousule (1) op ondervinding, geslag of ouderdom gebaseer 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 word, afgesien daarvan 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) vir 'n toesighouer voorgeskryf word en moet hy sodanige loon betaal word.

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

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

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

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

5. BETALING VAN LONE

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

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

(2) (a) Die besoldiging wat aan 'n werknemer verskuldig is, moet elke Vrydag gedurende werkure in kontant betaal word en wel op die plek en tyd gespesifiseer in die kennisgewing wat opgeplak is ooreenkomstig regulasie 7 (5) van die regulasies wat kragtens die Wet uitgevaardig is, maar nie later as 17h30 nie. Alle tyd wat verloop tussen die gewone werkure en die tyd waarop die loon betaal word, word geag oortyd 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 werk, moet betaal word voor of op die laaste dag van elke kalendermaand of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

(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 totdat hy betaal word.

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) for a supervisor.

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

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

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

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

5. PAYMENT OF 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.

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

(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 7 (5) under the Act but not later than 17h30. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay-day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

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

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

(3) *Loonkoevert*.—Alle lone moet aan die werknemers oordringend word in verseelde koevert waarop die volgende voorkom: Die naam van die werknemer, sy fabrieksnummer, die naam van die werkgewer, die getal ure deur die werknemer gewerk, sy voorgeskrewe weekloon, aftrekking ingevolge subklousule (4) en klousule 12 (d.w.s. korttyd) en die tydperk waarvoor betaling geskied.

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

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

(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 Raad nadat die werkgewer daartoe ingestem het om sodanige geld wat van sy werknemer se loon afgetrek is, te deponeer in 'n trustfonds wat onder die toesig van die Raad staan;

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

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

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

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

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

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

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

(j) bedrae ten opsigte van terugbetalings op behuisingsslenings 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 paalement van hoogstens 50c per week afgetrek word totdat die koste van die oorpak aan die werkgewer terugbetaal is;

(l) bedrae ten opsigte van bydraes tot pensioenfondse goedkeur 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 die bepalinge van subklousule (4) en klousule 12, ten volle betaal word, en geen bedrag mag ten opsigte van goedere wat gedurende die vervaardigingsproses per ongeluk beskadig 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 die werkgewer of sy verteenwoordiger elke individuele werknemer in genoemde span sy besoldiging betaal in die bedryfsinrigting waarin die werk verrig word.

(7) Geen werkgewer mag 'n premie gedeeltelik 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 regens van die werkgewer vereis word om by te dra nie.

(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 oorstroming, moet 'n werkgewer aan alle werknemers wat daardeur geraak word, lone vir 'n tydperk van hoogstens twee weke betaal: Met dien verstande dat sodanige betaling betaling moet insluit ten opsigte van kennisgewing van diensbeëindiging wat ingevolge klousule 18 van hierdie Ooreenkoms verskuldig is: Voort 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 verskuldig is slegs ten opsigte van die werklike tyd wat verlore gegaan het vir die werknemers wat daardeur geraak word. Hierdie subklousule is ook van toepassing op 'n werknemer wat op die datum van sodanige brand, storm of oorstroming ooreenkomstig klousule 18 (8) van hierdie Ooreenkoms op proef in diens was.

(3) *Wage envelopes*.—All wages must be handed to employees in sealed envelopes which shall bear the name of the employee, his factory number, the name of the employer, the number of hours worked by the employee, his prescribed weekly wage rate, deductions made in terms of subclause (4) and clause 12 (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, whenever an employee is absent from work and such absence is not at the request or on the instructions of his employer, a pro rata deduction for actual time lost;

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

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

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

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

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

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

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

6. TYDREGISTERS

(1) Elke werkgewer 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 hy deur siekte of 'n ander onvermydelike oorsaak verhinder is, 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 Nywerheidsversoening, 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. LOONAANSPORINGS, STUKWERK EN TAAKWERK

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

(2) Geen werkgewer mag 'n werknemer vir stukwerk of volgens 'n ander vorm van loonaansporing in diens neem nie, tensy daar aan die volgende voorwaardes voldoen word:

(i) 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 tydwerker in diens was.

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

(iii) 'n Lys van die stukwerkskale en, in die geval van 'n ander vorm van loonaansporing, 'n staat wat duidelik aantoon hoe die bonusbetalings bereken sal word, moet onverwyld vertoon en opgeplak gehou word op 'n opvallende plek wat gereedlik vir die werknemers toeganklik is, en die lys en/of staat moet op die plek deur 'n agent van die Raad onderteken word.

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

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

(vi) Geen besonderhede van die loonaansporingskema mag verander word met die doel om die verdienste van die werknemers wat daardeur geraak word, te verminder nie, tensy die werkkomitee (as daar een is) toestemming daartoe verleen het, en ingeval daar 'n geskil ontstaan, moet die saak na die Raad verwys word: Met dien verstande dat hierdie bepaling nie van toepassing is op veranderings wat gedurende 'n proeftydperk van drie maande na die inwerkingtreding van die skema aangebring word nie.

Stukwerkskale mag nie sonder die toestemming van die Raad verlaag word nie.

(vii) Geen loonaansporingstelsel mag vir 'n tydperk van meer as een maand na 'n proeftydperk van drie maande voortgesit word nie, tensy 'n sertifikaat waarby toestemming daartoe verleen word, van die Raad verkry is.

8. GETALSVERHOUDING VAN WERKNEMERS

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

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

(2) (a) 'n Werkgewer moet een gekwalifiseerde manlike masjienwerker of gekwalifiseerde manlike parser of gekwalifiseerde nasiener, binneriger, buiteriger of fatsoeneerder in diens hê voordat hy 'n manlike leerling, uitgesonderd 'n manlike leerlingwerknemer in snykamerwerksaamhede soos in subklousule (1) voorgeskryf in 'n werksaamheid in diens mag neem.

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, 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:

(i) No employee shall be paid in any week less than the minimum wage to which he would have been entitled in terms of clause 4 of this Agreement if he had been employed purely as a time worker.

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

(iii) A schedule of the piece-work rates and, in the case of any other form of wage incentive, a statement clearly illustrating how bonus payments will be calculated, must forthwith be exhibited and kept posted in a conspicuous place readily accessible to the employees and such schedule and/or statement shall be signed *in situ* by an agent of the Council.

(iv) The employees affected by any wage incentive scheme other than straight piece-work shall have the right to elect a 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.

(v) Full details of the wage incentive scheme showing the operations covered, work values and allowances made in calculating work values, must be maintained by the employer and where any changes are effected the record of the previous system must be retained for a period of one year after such change.

(vi) No details of the wage incentive scheme may be changed to reduce the earnings of the employees affected without the consent of the works committee (if any), and in the event of any dispute arising, the matter shall be referred to the Council: Provided that this shall not apply to any changes effected during the trial period of three months after the coming into operation of the scheme.

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

(vii) No wage incentive system may be continued for a period exceeding one month after a trial period of three months without a certificate of permission having been obtained from the 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, underbaster, 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) 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 in subklousule (1) voorgeskryf, word geen werknemer wat 'n loon van minder as—

R43,30 per week—vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 12 Desember 1979;

R47,30 per week—vanaf 13 Desember 1979 tot 12 Desember 1980;

R50 per week—vanaf 13 Desember 1980;

ontvang, geag 'n "gekwalifiseerde werknemer" te wees nie.

(4) Waar 'n werkgever 'n maatskappy met beperkte aanspreeklikheid 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 die vroulike werknemers in sy bedryfsinrigting vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd diegene werksaam in die beroepe bedoel in subklousule (1)—

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

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

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

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

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

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

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

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

(c) vanaf 13 Desember 1980—

(i) minstens 30 persent van dié werknemers 'n loon van R30 per week of meer per week betaal;

(ii) minstens 25 persent van dié werknemers 'n loon van R22,15 of meer per week betaal; en

(iii) hoogstens 45 persent van dié werknemers 'n loon van minder as R22,15 per week betaal.

(6) Ingeval die voorgeskrewe getalsverhouding van werknemers ingevolge hierdie klousule in 'n bedryfsinrigting te eniger 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 dan 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 maatreël, 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 word solank hy dit nodig vind om die voorgeskrewe getalsverhouding van sy werknemers te verkry en te handhaaf, en sodanige tydelike verhoging moet aan elke betrokke werknemer verduidelik word.

(7) Vir die bepaling van die getalsverhouding van werknemers word engeen 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, handelsreisigers, klerke graad A en B, drywers van motorvoertuie en klerasiemasjienwerktuigkundiges uitgesluit.

9. GEWONE WERKURE, ETENSPOUSES EN RUSPOUSES

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

(i) 42½ uur, uitgesonderd etenspouses, maar met inbegrip van ruspouses, in 'n bepaalde week van Maandag tot en met Vrydag;

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

uitgesonderd algemene werkers in diens as ketelbedieners, wie se weeklikse ure 46 en daaglikse werkure 9½ kan wees, en algemene werkers in diens as wagte of opassers wie se weeklikse ure 72 en daaglikse ure 12 kan wees.

(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 in receipt of a wage of less than—

R43,30 per week—from the date of coming into operation of this Agreement to 12 December 1979;

R47,30 per week—from 13 December 1979 to 12 December 1980;

R50 per week—from 13 December 1980;

shall be deemed to be a "qualified employee".

(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 12 December 1979—

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

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

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

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

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

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

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

(c) from 13 December 1980—

(i) not less than 30 per cent of such employees a wage of R30 per week or more;

(ii) not less than 25 per cent of such employees a wage of R22,15 per week or more;

(iii) not more than 45 per cent of such employees a wage lower than R22,15 per week.

(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, 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 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, travellers, grade A and B clerks, motor vehicle drivers and clothing machine mechanics 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—

(i) 42½ hours, excluding meal times, but including rest intervals, in any week from Monday to Friday inclusive;

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

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

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

(3) *Ruspouses: (i) Werknemers wat nie in verband met 'n vervoertoestel werk saam is nie.*—Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd 'n handelsreisiger, handelsreisiger se drywer, wag of oppasser, drywer van 'n motorvoertuig of 'n werknemer wat goedere of boodskappe buite die bedryfsinrigting van sy werkgever aflewer, 'n rus-pouse toestaan van minstens—

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

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

en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word 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.

(ii) *Werkgewers wat in verband met 'n vervoertoestel werk saam is.*—Aan werknemers wat werk in verband met 'n vervoertoestel verrig, moet daar geskikte ruspouses gedurende werkure toegestaan word, en sodanige ruspouses moet altesaam minstens 30 minute per dag beloop. Alle sodanige ruspouses moet as deel van die werknemer se werkure gereken word, maar geen werk hoegenaamd mag gedurende sodanige ruspouses deur 'n werknemer wat hierdie tipe werk saamheid verrig, gedoen word nie.

(4) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer 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 twee of meer tydperke te werk 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 werk saam te gewees het vir 'n ononderbroke tydperk van meer as vyf uur.

(5) *Skofwerk.*—Ongeag hierdie klousule, moet werknemers wat borduurwerk, rekwerk en plooiwerk in enige bedryfsinrigting verrig of wat een of meer werk saamhede in verband met 'n gerekenariseerde stelsel van patroongradering in enige bedryfsinrigting verrig, toegelaat word om twee of meer skofte te werk onderworpe aan sodanige voorwaardes as wat die Raad goeddink.

Geen werkgever mag 'n werknemer skofte laat werk nie, tensy dit geskied in ooreenstemming met die voorwaardes wat die Raad ingevolge hierdie klousule bepaal.

(6) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing op handelsreisigers en algemene werkers wat handelsreisigers vergesel nie: Met dien verstande dat, in die geval van 'n algemene werker wat as 'n wag of oppasser in diens is, daar nie van hom vereis of hy nie toegelaat mag word om meer as ses dae aaneen sonder '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 kan betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie plus minstens sy dagloon vir dié dag wat nie toegestaan was nie. Subklousules (2), (3) en (4) is nie van toepassing 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 gedoen kan word nie.

10. OORTYDWERK

(1) *Oortydwerk.*—Alle tyd wat daar—

(a) meer as die gewone daaglikse ure in klousule 9 voorgeskryf, gewerk word;

(b) voor 07h30 en na 18h00 op Maandag tot Vrydag, uitgesonderd in die geval van ketelbedieners, wagte of oppassers, gewerk word;

word geag oortydwerk te wees.

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

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

(3) *Rest intervals: (i) Employees not engaged upon a conveyor apparatus.*—Every employer shall grant to each of his employees, other than a traveller, traveller's driver, a watchman or caretaker, 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—

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

(b) 10 minutes as near as practicable to the middle of each afternoon work period;

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

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

(4) *Meal breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal 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 periods of work totalling more than five hours, shall be deemed to have, been employed for more than five hours continuously.

(3), the said periods of work totalling more than five hours, shall be deemed to have, been employed for more than five hours continuously.

(5) *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 and general workers accompanying travellers: Provided that in the case of a general worker engaged as watchman or caretaker, he shall not be required or permitted to work for more than six days consecutively without being granted a day of 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 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—

(a) in excess of the ordinary daily hours prescribed in clause 9; or

(b) before 07h30 and after 18h00 on Monday to Friday, except in the case of boiler attendants, watchmen or caretakers;

shall be deemed to be overtime.

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

(ii) *Vroulike werknemers: (a) Daaglikse, weeklikse en jaarlikse beperkings.*—Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om vóór 06h00 of na 18h00 op 'n bepaalde dag te werk nie, en hy mag ook nie van sodanige werknemer vereis of haar toelaat om langer oortyd te werk nie as—

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

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

- (i) die vorige dag kennis daarvan aan sodanige werknemer gegee het; of
- (ii) sodanige werknemer van 'n toereikende ete voorsien voordat sy met haar oortydwerk moet begin; of
- (iii) sodanige werknemer 'n toelae van 50c betaal het ten einde haar in staat te stel om 'n ete te bekom voordat die oortydwerk begin.

'n Etenspouse van minstens een uur moet tussen die einde van die gewone werkeure 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 tydperke 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 'n perseel waarin die Nywerheid beoefen word;
- (b) gedurende enige tydperk wat hy in of op sodanige perseel aanwesig is; en
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir 'n voertuig wat in die Nywerheid gebruik word, afgesien daarvan 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 in paragraaf (b) of (c) bedoel, nie werklik in die uitvoering van sy diens gewerk het nie, die vermoede wat by hierdie subartikel geskep word, nie in verband met daardie tydperk op daardie werknemer van toepassing is nie.

(4) Oortyd loop daagliks op en moet dag vir dag bereken word as tyd gewerk na voltooiing van die gewone daaglikse werkeure van 'n bedryfsinrigting. Waar daar van 'n werknemer vereis word om minder as 15 minute oortyd te werk, moet daar vir alle sodanige oortydwerk 'n kwartier se oortyd betaal word.

(5) Die bepalings omtrent oortydwerk is van toepassing op alle werknemers in 'n bedryfsinrigting, uitgesonderd handelsreisigers en algemene werkers wat handelsreisigers bystaan.

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

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

- (a) As hy 'n tydwerker is, een en 'n half maal sy minimum weekloon soos in klousule 4 (1) voorgeskryf, gedeel deur 42½, vir elke uur of gedeelte van 'n uur aldus gewerk;
- (b) as hy 'n stukwerker is, een en 'n half maal sy stukwerkloon;
- (c) as hy 'n algemene werker is wat as 'n ketelbediener in diens is, een en 'n half maal sy minimum weekloon, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;
- (d) as hy 'n algemene werker is wat as 'n wag of oppasser in diens is, een en 'n half maal sy minimum weekloon, gedeel deur 72, vir elke uur of gedeelte van 'n uur aldus gewerk.

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

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

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

(ii) *Female employees: (a) 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—

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

(b) *Notice of working of overtime to be given to employees.*—No overtime in excess of one hour in any day may be required or permitted of an employee unless the employer—

- (i) has given notice thereof to such employee the previous day; or
- (ii) provides such employee with an adequate meal before she has to commence overtime; or
- (iii) pays such employee an allowance of 50c 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 did not actually work in his employment, the presumption established by this subclause shall not apply in respect of that employee in relation to that period.

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

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

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

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

- (a) if a time worker, one and one-half times his minimum weekly wage as prescribed in clause (4) (1), divided by 42½, for each hour or part of an hour so worked;
- (b) if a piece-worker, one and one-half times his piece-work rates;
- (c) if a general worker employed as a boiler attendant, one and one-half times his minimum weekly wage, divided by 46, for each hour or part of an hour so worked;
- (d) if a general worker employed as a watchman or caretaker, one and one-half times his minimum weekly wage, divided by 72, for each hour or part of an hour so worked.

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

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

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

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

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

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

(d) Waar daar van 'n werknemer vereis of hy toegelaat word om op 'n Saterdag te werk, moet die werkgever die betrokke werknemer 'n reistoelae van minstens 40c betaal.

(3) *Werk op Sondae.*—Geen werk mag sonder die toestemming van die Raad op 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; of

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

(b) minstens een en 'n half maal sy gewone uurloon ten opsigte van elke uur op sodanige Sondag gewerk, en hom dan binne sewe dae vanaf sodanige Sondag een werkdag, en wel 'n ander dag as 'n Saterdag of 'n Sondag, as 'n vakansiedag toestaan en hom ten opsigte daarvan minstens agt en 'n half uur se besoldiging betaal: Met dien verstande dat, vir die toepassing van hierdie subklousule, 'n stukwerker minstens die ekwivalente bedrag betaal moet word waarop hy geregtig sou gewees het as hy as 'n tydwerker werksaam was.

(4) *Openbare vakansiedae.*—'n Werknemer is ten opsigte van ondergenoemde openbare vakansiedae geregtig op verlof met volle besoldiging, en waar daar van hom vereis word of hy toegelaat word om op sodanige vakansiedag 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, Gelofte-dag, Kersdag, Gesinsdag, Nuwejaarsdag, Setlaarsdag en Krugerdag.

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

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

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

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

12. KORTTYD

(1) 'n Werkgever 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 op las van die werkgever of sy verteenwoordiger by die bedryfsinrigting aanmeld, is daarop geregtig om minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig klousule 4 (1) te ontvang.

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

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

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

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

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

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

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

(4) *Public holidays.*—An employee shall be entitled to leave on full pay in respect of the following public 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 holiday.

The employee shall receive for such afternoon full pay in respect of the hours normally worked on Thursday afternoons. Where work is performed on such paid half-holiday, the employee shall, in addition to payment for such half-holiday, receive payment for time worked after 13h00 at overtime rates.

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

12. SHORT-TIME

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

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

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

13. VERSKAFFING VAN TEE EN ANDER DRANKE

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

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

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

14. INDIENSNEMING VAN SEKERE PERSONE
VERBODE

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

(2) *Verbod ten opsigte van sekere vroue.*—(a) Van 'n vrou mag nie vereis en sy mag nie toegelaat word om 'n strykyster te gebruik met 'n massa van meer as 4 kg nie.

(b) Van 'n vroulike algemene werker mag nie 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 van die vakvereniging is nie, mag nie langer as een maand deur 'n lid van die werkgewersorganisasie in diens geneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op—

(a) klerke graad A en B; of

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

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

(d) 'n immigrant gedurende die eerste jaar 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, geweier het, hierdie klousule onmiddellik in werking tree.

15. JAARLIKSE VERLOF EN OPENBARE
VAKANSIEDAE

(1) *Jaarlikse verlof.*—Behoudens subklousule (7) moet elke werknemer tussen 15 Desember elke jaar en 14 Januarie van die daaropvolgende jaar jaarliks minstens drie agtereenvolgende weke en een werkdag verlof toegestaan word wat soos volg saamgestel is en waarvoor hy soos volg betaal moet word:

(a) In die geval van 'n werknemer wat op die laatste dag waarop sy verlof kan begin, minstens een jaar ononderbroke in diens van sy werkgewer was—

(i) 13 gewone werkdade teen volle besoldiging;

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

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

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

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

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 general worker shall not be required or permitted to move any parcel or bale of more than 10 kg in mass.

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

(a) clerks, Grade A and B; or

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

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

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

(i) 13 ordinary working days at full wage;

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

(iii) when the Day of the Covenant falls within the period of annual leave it shall in accordance with clause 11 (4) of this Agreement also be observed as a paid public holiday, thus extending the annual leave period by one day;

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

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

(ii) vir enigeen van die volgende openbare vakansiedae wat binne die tydperk val waarin die bedryfsinrigting vir die jaarlikse verloftydperk gesluit is:

Geloftedag, Kersdag, Gesinsdag en Nuwejaarsdag, 'n bedrag gelyk aan een dag se besoldiging ten opsigte van elke sodanige vakansiedag:

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

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

Voorts met dien verstande dat 'n werkgewer nie enige dae verlof met besoldiging wat aan sodanige werknemer toegestaan is bo en behalwe die getal dae verlof met besoldiging wat hy ingevolge hierdie subklousule aan die werknemer moes betaal, van sodanige dae verlof met besoldiging mag aftrek nie.

(2) *Openbare vakansiedae met besoldiging.*—(a) Benewens die openbare vakansiedae met besoldiging wat gewoonlik binne die jaarlikse verloftydperk val, d.w.s. Kersdag, Gesinsdag, Nuwejaarsdag, is 'n werknemer geregtig op en moet hy verlof met volle besoldiging verleen word op Geloftedag, Goeie Vrydag, Paasmaandag, Republiekdag, Hemelvaartdag, Setlaarsdag en Krugerdag.

(b) Waar 'n werknemer se diens eindig onmiddellik voor enigeen van die openbare vakansiedae met besoldiging wat in subklousule (2) (a) gemeld word, is hy geregtig op betaling vir sodanige openbare vakansiedae, mits sodanige vakansiedae binne 'n verlengde tydperk val wat soos volg bereken is:

Een werkdag ten opsigte van elke voltooidde 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 as 'n openbare vakansiedag met besoldiging binne sodanige bygevoegde tydperk val, moet daarvoor betaal word: Voorts met dien verstande dat—

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

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

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

(d) Ingeval 'n 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 (i) hiervan bedoel, op 'n Saterdag val, moet 'n werkgewer sy werknemer wat nie op sodanige dag werk nie vyf en 'n half uur se loon betaal benewens die besoldiging wat aan hom verskuldig is vir tyd gewerk 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) (v) en daarbenevens een en 'n half maal sy uurloon ontvang vir elke uur op sodanige Saterdag gewerk.

(3) *Verlofbesoldiging.*—Die werkgewer moet aan sy werknemer aan wie verlof ingevolge subklousule (1) toegestaan word, sy besoldiging ten opsigte van sodanige verlof voor of op die laaste werkdag voor die begin van genoemde tydperk betaal, en 'n bedrag wat ingevolge subklousule (1) of (2) aan 'n werknemer betaal word, moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of waarop sy diens geëindig het, na gelang van die geval; en wanneer

(ii) for any of the following public holidays falling within the period during which the establishment is closed for the annual holiday period:

Day of the Covenant, Christmas Day, Boxing Day and New Year's Day, an amount equal to one day's pay in respect of each such holiday:

Provided that, upon termination of employment, an employee shall receive payment in lieu of leave calculated as follows:

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

Provided further than an employer shall not set off against such days of paid leave any days of paid leave granted such employee in excess of the number of days paid leave he was required to pay the employee in terms of this subclause.

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

(b) Where an employee's employment terminates immediately before any of the paid public holidays mentioned in subclause (2) (a), he shall be entitled to payment for such public holidays, provided they fall within an extended period calculated as follows:

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

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

(ii) where an employee gives notice to his employer of his intention to terminate employment at any time during December of any year, such employee shall not be entitled to payment in respect of the paid public holidays mentioned in subclause (1) (a) unless such paid public holidays fall within an extended period calculated in the manner set out herein.

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

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

(e) In the event of any of the paid holidays referred to in subclause (1) and in paragraph (i) 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 the 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) (v) plus, in addition, one and one-half times his hourly rate of wage for each hour worked on such Saturday.

(3) *Payment for leave.*—The employer shall pay to his employee to whom leave is granted in terms of subclause (1), 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

'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 'n gegewe datum bereken word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum of gedurende die totale tydperk van sy diens by die betrokke 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 die vorige ooreenkoms 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 ooreenkomstig subklousule (1) geregtig maak mag korttyd nie deur 'n werkgewer afgetrek word nie.

(6) Waar 'n werknemer van sy werk af wegbly om 'n ander rede as dié in subklousule (9) bedoel, word sodanige afwesigheid ingevolge subklousule (1) nie as diens gereken nie.

(7) *Klerke, graad A en B, onderhoudspersoneel en algemene werkers wat as wagte of oppassers in diens is.*—'n Werkgewer kan onderling met sy klerke, graad A en B, onderhoudspersoneel en algemene werkers wat as wagte of oppassers in diens is reëlins 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 so 'n geval is sodanige werknemer geregtig op minstens drie agtereenvolgende weke verlof wat toegestaan moet word binne drie maande na die einde van die jaar diens waarop dit betrekking het.

“Onderhoudspersoneel” beteken werknemers wat herstel- of verstelwerk aan masjinerie of uitrusting verrig, met inbegrip van die installering van sodanige masjinerie of uitrusting, en wat skoonmaak-, herstel- of opknappingswerk aan geboue kan verrig.

(8) *Verlof en diensopsegging 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 nie met 'n tydperk waarin 'n werknemer kennis van diensbeëindiging gegee het of gegee is of waarin hy militêre diens ingevolge die Verdedigingswet, 1957 verrig.

(9) 'n Tydsperk waarin 'n werknemer—

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

(b) weens militêre diens hoogstens vier maande lank in 'n bepaalde jaar afwesig is; of

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

(d) van die werk afwesig is weens siekte of weens die feit dat geen vrou gedurende die tydperk van vier weke wat voor die verwagte datum van haar bevalling begin en agt weke na 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 binne agt weke na geboorte, is hierdie subklousule met ingang van die datum wat die Raad 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 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae, as die werknemer [maar nie 'n werknemer wat in subparagraaf (ii) bedoel word nie] versuim om, nadat die werkgewer hom daarom 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 12 maande diens wat meer as 30 dae beloop;

(ii) van 'n werknemer van wie se werkgewer daar vereis word om ingevolge 'n wet van die parlement 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 'n tydperk van afwesigheid soos in subparagraaf (i) bedoel, voor te lê nie.

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 services; or

(b) the date on which an employee who has, in accordance with the previous Agreement, been granted leave of absence on full pay, became entitled to such leave in terms of such Agreement, whichever may be the later.

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

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

(7) *Grade A and B Clerks, maintenance personnel and general workers engaged as watchmen or caretakers.*—An employer may make mutual arrangements with his Grade A and B clerks, maintenance personnel and general workers engaged as watchmen or caretakers to take their annual leave at a period other than between 15 December and the ensuing 14 January, as provided for in subclause (1), 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.

“Maintenance personnel” means employees who are engaged in making repairs or adjustments to machinery or equipment, including the installation of such machinery or equipment, and who may effect cleaning, repairs or renovations to buildings.

(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 stillborn 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 Council);

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

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in subparagraph (ii), fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days;

(ii) an employee whose employer is required in terms of any Act of Parliament to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i).

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

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

16. INDIENSNEMING, OORPLASING EN DIENSBEEÏNDIGING

(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 onmiddellik 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 te bestemder tyd ooreenkomstig subklousule (2) gehandel kan word wanneer die diens van die werknemer beëindig word.

Geen werkgewer mag 'n werknemer in diens neem, kragtens hierdie Ooreenkoms daarop geregtig is om 'n siekefondskkaart te besit nie, tensy sodanige werknemer aan die werkgewer dié lidmaatskapkaart toon wat deur die Siekefonds van die Kaapse Klerasierywerheid uitgereik is, 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 parafer.

Indien die dienskaart toon dat die werknemer weer tot die Nywerheid toetree na 'n bevalling, mag die werkgewer nie die werknemer toelaat om te begin werk nie voordat 'n nageboortesertifikaat 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 duur van sy diens, op die werknemer se dienskaart invul. Die ingevulde kaart moet daarna geparafer en by diensbeëindiging aan die werknemer oorhandig word. As die werknemer ophou werk weens 'n bevalling, moet die woorde "Weens bevalling" ingeskryf word op die reël onderkant dié waarop die datum van diensbeëindiging aange-teken 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 personeelveranderinge 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.

Die werkgewer moet insgelyks oorplasinge aanteken op die onderskeie diensverslagkaarte van alle werknemers wat daar-deur geraak word.

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

(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 and wage on engagement and shall retain the card in safe-keeping so that it can in due course be dealt with in terms of subclause (2) upon termination of service of the employee.

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

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

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

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

(2) *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 to this Agreement. In the event of no transfers having occurred a "Nil" return shall be submitted.

The employer shall likewise record transfer 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 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 diensbeëindiging nie word nie, moet die werkgewer nogtans die datum aanteken waarop sy weens haar bevalling opgehou het om te werk.

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

Vorrade oningevulde "na-geboorte-onderzoeksertifikate" 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 werkgewer die betrokke werknemer verplig om sodanige terugtrekking te erken en te bevestig in die vorm van Aanhangsel F van hierdie Ooreenkoms.

17. REGISTERKAARTE EN OOREENKOMS

(1) *Registerkaarte.*—Elke werkgewer moet 'n registerkaart wat ondergenoemde besonderhede bevat, ten opsigte van elke van sy werknemers byhou:

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

(2) *Vertoning van Ooreenkoms.*—Elke werkgewer 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 opklap en opgeplak hou op 'n opvallende plek wat gereedelik vir sy werknemers toeganklik is.

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

18. DIENSBEËINDIGING

(1) *Kennisgewingstermyn.*—Behoudens—

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

(b) 'n skriftelike Ooreenkoms tussen die werkgewer en sy werknemers waarin daar voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer is as een week of een maand, na gelang van die geval;

(c) subklousule (8);

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

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

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

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

(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) Starting date.
- (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 provisions for the guidance of employers and employees.

18. TERMINATION OF EMPLOYMENT

(1) *Period of notice.*—Subject to—

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

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

(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 for in subclause (1), he shall pay or forfeit respectively—

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

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

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

In verband met bostaande bepalings word afwesigheid van werk, sonder dat goedkeuring vooraf verkry is, vir 'n tydperk van ses agtereenvolgende kalenderdae geag 'n beëindiging van die dienskontrak te wees, tensy die werknemer binne sodanige ses dae sy werkgever voorsien het van 'n doktersertifikaat waarin verklaar word dat hy nie daartoe in staat is om sy gewone werk te verrig nie, en in so 'n geval moet die werkgever binne drie dae na ontvangs van sodanige sertifikaat die werknemer verwittig dat hy die betrekking van sodanige werknemer sal oophou totdat die werknemer in staat is om te werk, of moet hy sodanige werknemer skriftelik kennis gee van die beëindiging van sy diens. 'n Werkgever wat versuim om sy werknemer se werk oop te hou of om hom binne dié drie dae kennis te gee, moet die werknemer dan betaal in plaas van 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 aan 'n werknemer verskuldig is minder is as die volle bedrag van die verbeuring soos in subklousule (2) bedoel, is die werkgever, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig 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 'n 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 kragtens subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(5) *Datum van inwerkingtrede van kennisgewing:* (i) *Weekliks besoldigde werknemers.*—Daar moet voor of op die dag waarop die werkweek van die bedryfsinrigting eindig, kennis gegee word, en sodanige kennisgewing loop vanaf sodanige dag, afgesien daarvan of sodanige dag die gereelde betaaldag van die bedryfsinrigting is of nie.

(ii) *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 loop 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 (a) en (b) hiervan:

(a) 'n Werknemer kan sy dienskontrak beëindig deur sy werkgever kennis te gee vir 'n tydperk gelyk 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 insgelyks 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.

19. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigen aan wie 'n vrystellingertifikaat verleen word, die voorwaardes stel waarop sodanig vrystelling verleen word, en ook die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien

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 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 coming into operation of notice:* (i) *Weekly paid employees.*—Notice shall be given not later than and shall take effect from the day which concludes the working week of the establishment notwithstanding that such day may not be the regular pay-day of the establishment.

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

(6) For the purposes of this clause, a week's notice shall mean a working week or 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 (a) and (b) hereof.

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

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

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

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

19. EXEMPTIONS

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

verstande dat as die Raad dit goedgevind, hy na een week skriftelike kennisgewing aan die betrokke persoon, in vrystellingsertifikaat kan intrek.

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin 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 werkgewer stuur.

(5) 'n Werknemer wat werk ooreenkomstig 'n vrystelling van een of meer van die bepalinge van klousule 4 (1), word geag 'n "leerling"-werknemer 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 werkgewer moet alle gereedskap (uitgesonderd skêre), materiaal en benodigdhede vir die vervaardiging van klerasie gratis aan die werknemers verskaf.

22. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer drie sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskrif word. By die bedrag aldus 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, Posbus 1536, Kaapstad, 8000, stuur.

(2) Elke werkgewer 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 voorgeskrif.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

24. AGENTE

(1) Die Raad moet een of meer aangewese persone as sy agent of agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee.

'n Agent het die reg om—

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

(b) elke werkgewer of werknemer wat hy in of by die perseel of plek vind of alleen of in die teenwoordigheid van 'n ander persoon, soos hy goedgevind, 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 'n kennisgewing, boek, lys of ander dokument wat vir rekorddoeleindes gehou, vertoon of opgestel moet word met die doel om die bepalinge van hierdie Ooreenkoms na te kom, getoon word, en om sodanige kennisgewing, boek, lys of ander dokument te ondersoek, na te gaan en 'n afskrif daarvan te maak op 'n wyse wat hy by die uitvoering van sy plig nodig ag;

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

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

deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence.

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

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

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

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

20. SEATING ACCOMMODATION

Seats with suitable back rests, approved 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, every employer shall deduct three cents per week from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 14th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, 8000.

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

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

24. 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 to be necessary in the discharge of his duties;

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

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

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

(1) Geen werkgewer in die Nywerheid mag werk vir vervaardiging uitbestee nie, uitgesonderd in 'n fabriek soos omskryf in die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, en hy mag ook nie van enigen versois of hom toelaat om werk in die Klerasiennywerheid namens hom te verrig nie, behalwe—

(a) as 'n werknemer van daardie werkgewer en in so 'n geval moet al die werk wat deur so 'n werknemer verrig moet word, 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 in verband met die sny, maak en afwerk van klere.

(2) Vir die toepassing van hierdie klousule beteken "werkgewer in die Nywerheid" ook 'n persoon wat nie self 'n vervaardiger 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 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 snypatrone of lei-patrone wat deur sy werkgewer gebruik word aan 'n ander werkgewer of persoon openbaar maak nie.

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

26. SIEKEFONDS

(1) Die Fonds wat by Goewermmentskennisgewing 43 van 9 Januarie 1948 gestig is en bekend staan as die "Siektebystand-fonds 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 behoorlik 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 sekondus aangestel word op die wyse 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 subklousule (14), elke week 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, die bedrag van 23c aftrek.

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

(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 van 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 beampde van die Fonds onderteken het, aan die bydraer oorhandig word) of die kaart aan die werkgewer stuur vir oorhandiging aan die

(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 Work 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, every 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) 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, in which event it shall be

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 (Kaa) geopen moet word op die 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 die kredit 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 in vier of meer agtereenvolgende betaalweke afwesig was.

(5) (a) Gedurende tydperke waarin bydraers tot die Fonds weens siekte van hul werk afwesig is, moet ondergenoemde bystand aan hulle 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 aansoeker se weeklikse loongroep en die getal agtereenvolgende werkdade wat hy afwesig was.

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	R Per dag
1.....	Minder as R16,01...	2,50	4,20	5,90	1,40
2.....	Van R16,01 tot R20...	3,30	5,40	7,90	1,80
3.....	Van R20,01 tot R24...	4,10	6,60	9,50	2,20
4.....	Van R24,01 tot R28...	4,80	8,40	11,40	2,60
5.....	Van R28,01 tot R32...	5,40	9,60	13,20	3,00
6.....	Van R32,01 tot R36...	6,30	10,20	14,90	3,40
7.....	Van R36,01 tot R40...	7,10	12,50	16,80	3,80
8.....	Van R40,01 tot R44...	8,40	13,60	18,90	4,20
9.....	Van R44,01 of meer...	9,40	15,60	20,70	4,60

Met dien verstande dat bogenoemde bystand vir afwesigheid van hoogstens 40 werkdade 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 Ongevallewet-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 aanbieders, ongeskiktheid 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 beamppte wat deur die Fonds aangestel is.

(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 na afwesigheid van meer as agt weke weer tot die Nywerheid toetree, moet hy weer vir 'n tydperk van 13 weke tot die Fonds bydra voordat bystand ingevolge hierdie subklousule geëis kan word.

(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 paragraaf (a) voorgeskryf nie.

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 in 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 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 applicant's appropriate weekly wage group and the number of consecutive working days' absence.

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	R Per day
1.....	Less than R16,01....	2,50	4,20	5,90	1,40
2.....	From R16,01 to R20	3,30	5,40	7,90	1,80
3.....	From R20,01 to R24	4,10	6,60	9,50	2,20
4.....	From R24,01 to R28	4,80	8,40	11,40	2,60
5.....	From R28,01 to R32	5,40	9,60	13,20	3,00
6.....	From R32,01 to R36	6,30	10,20	14,90	3,40
7.....	From R36,01 to R40	7,10	12,50	16,80	3,80
8.....	From R40,01 to R44	8,40	13,60	18,90	4,20
9.....	From R44,01 or more	9,40	15,60	20,70	4,60

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) 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 Klerasiennywerheid (Kaap) trek, en mits dié betaling geskied aan 'n werknemer wat die Nywerheid verlaat weens 'n ernstige siekte of ongeskiktheid voordat hy die aftreeouderdom van die Voorsorgfonds vir die Klerasiennywerheid (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 doktersertifikaat 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 ingevolge subklousule (4) (a) gemaak is, is geregtig op die volgende bystand:

(i) Die dienste van 'n mediese beampte of fisioterapeut deur die Fonds aangestel;

(ii) konsultasies met spesialiste deur die Fonds aangestel;

(iii) vry medisyne voorgeskryf en gerésepteer deur die mediese beamptes of spesialiste deur die Fonds aangestel;

(iv) die bystand wat in subklousules (7), (8) en (9) bepaal word.

Die bystand in hierdie subklousule bepaal moet beëindig word na verloop van agt weke vanaf die diensbeëindiging van 'n bydraer in die Nywerheid.

Die koste van mediese behandeling of farmaseutiese benodigdhede wat ten opsigte van 'n bydraer gelewer of verskaf is deur mediese beamptes 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 oogklyniek soos in subklousule (8) bedoel, die tandheelkundige spreekkamers in subklousule (9) bedoel en die fisioterapeut.

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

(7) *Ginekologiese klynieke.*—Daar moet aan vroulike werknemers redelike fasiliteite verleen word om die klyniek van die Siekefonds te besoek, en wanneer daar 'n sertifikaat van die suster van die Siekefonds getoon word waarin verklaar word dat 'n afspraak gereël is, moet die werkgewer vir tyd wat die werknemer verloor deur die klyniek te besoek, betaal en wel vir 'n tydperk van hoogstens twee uur in 'n week.

(8) *Oogklyniek.*—Die Fonds moet 'n oogklyniek 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 oorleg 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 klyniek te besoek en deur die afspraak met die oogarts na te kom, en wel vir 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 bydrae 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 spreekkamers.*—Die Fonds moet een of meer tandheelkundige spreekkamers verskaf en uitrus vir die voordeel van die bydraers.

'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 nie:

(i) Bydraers wat 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;

(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:

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

(ii) consultations with specialists appointed by the Fund;

(iii) free medicines prescribed and dispensed by the medical officers or specialists appointed by the Fund;

(iv) the benefits provided for in subclauses (7), (8) and (9).

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

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), the dental surgeries referred to in subclause (9) and the physiotherapist.

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) and shall be subject to such further conditions as may from time to time be decided by the Management Committee.

(7) *Gynaecological clinics.*—Reasonable facilities shall be afforded to female employees to attend the Sick Fund Clinic and upon production of a certificate from the Sick Fund Sister that an appointment has been made, the employer shall pay for time lost by the employee in attending the clinic up to a maximum of two hours in any week.

(8) *Optical clinic.*—The Fund shall provide and equip an optical clinic where employees may be tested by means of an orthorater 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 surgeries.*—The Fund shall provide and equip one or more dental surgeries for the benefit of contributors.

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:

(i) 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;

(ii) bydraers wat 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;

(iii) 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-straalplaat wat volgens die voorskrifte van die Fonds se tandheelkundige geneem word nie.

Die Fonds moet in oorleg met 'n bydraer 'n afspraak met die tandheelkundige reël vir behandeling en die werkgewer in kennis stel van die afspraak. Die werkgewer moet die werknemer betaal vir die tyd wat die werknemer verloor deur die tandheelkundige spreekkamer te besoek en deur die afspraak met die tandheelkundige na te kom, en wel vir 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 of gelikwider of deur die Raad oorgegedra 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 werkgewers- en werknemers-vertegenwoordigers en hul plaasvervangers in die Komitee ewe groot 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 dié Fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee te vervul, en sodanige 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 gelikwider word op die wyse in subklousule (12) voorgeskryf en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van die Fonds ooreenkomsig klousule 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

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

(13) (a) Subklousules (1) tot (12) is nie van toepassing nie op klerke wat maandeliks betaal word en op handelsreisigers. Die werkgewer moet die 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 afwesigheids tydperk 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) contributors who have completed five years' membership of the Fund: 80 per cent of the dental mechanician's charge for dentures, partial dentures or repairs to dentures;

(iii) 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, that 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 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) '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 praktisinier 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 wel dié gelde ten opsigte van ongeskiktheid betaal, die bedrag wat aldus betaal is, afgetrek kan 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 verrig ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957);

wat altesaam hoogstens 10 weke per jaar beloop ten opsigte van die tydperke bedoel in subparagrafe (aa) (ab) en (ac), plus tot vier maande van 'n tydperk van militêre diens bedoel in subparagraaf (ad), wat in daardie jaar verrig 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 'n vergoedingspligtige siekte waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevalwet, 1941 (Wet 30 van 1941), geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is.

(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 verleen het van die bepaling van artikel 38 (2) van genoemde Wet 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 ooreenkomstig 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, hoewel die indiensneming van sodanige agent of werknemer nie streng noodsaaklik was 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.

(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 the subparagraphs (aa), (ab) and (ac) plus up to four months of any period of military service referred to in the 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 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. VAKVERENIGINGLEDEGELD

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

28. SNY, MAAK EN AFWERK

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

(1) Waar materiaal aan iemand gegee word om dit tot kledingstukke te verwerk in 'n gebied waarop 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 vereniging van individue wat werk in die Klerasienywerheid soos in hierdie Ooreenkoms omskryf, op kontrak uitbestee, afgesien daarvan of sodanige persoon, firma, maatskappy of vereniging van individue 'n werkgewer is of nie; (die kort benaming "prinsipaal" in die eersvolgende subklousule word geag "prinsipaal" of "aannemer" in te sluit);

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

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

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

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

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

(7) Elke prinsipaal of aannemer en enigeen 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 waarteen die prinsipaal die verwerker moet betaal vir die verwerking van klere, is die gemeld in Aanhangel I van die Ooreenkoms wat by Goewermentskennisgewing 429 van 9 Maart 1956 gepubliseer is, en hoegenaamd geen verminderinge word toegelaat nie.

29. REGISTRASIE VAN WERKGEWERS

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

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

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 of each month immediately succeeding the month during which such deductions were made.

28. CUT, MAKE AND TRIM

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

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

(2) For the purposes of this clause—

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

(b) "maker-up" shall mean any person, firm, company 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) 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 and who has not already done so in terms of a previous agreement shall within seven days of the date on which this Agreement becomes binding on him furnish to the Secretary of the Council the particulars set out in Annexure H to this Agreement.

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

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

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

AANSOEK OM DIENSKAART VIR WERKNEMER

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

Ek, die ondergetekende, verklaar hierby dat ek 'n (ras).....
is en gebore is op (datum).....
Voorts verklaar ek dat onderstaande my totale ondervinding is vir doeelindes van die Klerasienywerheid (Kaap), met inbegrip van die
Breiseksie:

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

[illegible]

(a)	jaar	maande	dae as kleinhandel- of private snyer.
(b)	jaar	maande	dae as kleinhandel- of private kleremaakster.
(c)	jaar	maande	dae as stryker en/of 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.

Datum

Handtekening van aanvrager

(Slegs vir gebruik van kantoor van die Raad)

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

Bevestiging van totale observasieduur Jaar Maande Dae

No. van diensverslagkaart uitgereik. Datum

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

WEEKLIKSE OPGAWE VAN INDIENSNEMINGS EN DIENSBEËINDIGINGS

Week geëindig.....

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

.....
Werkgewer

Adres.....

DEEL I.—INDIENSNEMINGS

[illegible]

DEEL II.—DIENSBEËINDIGINGS

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

(Hierdie opgawe moet in TWEEVOUD voorgelê word.)

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

Indien die werknemer nie 'n dienskaart kan voorlê wat deur die Raad uitgereik is nie, moet 'n aansoekvorm vir die uitreiking daarvan aangeheg word. Indien daar gedurende die week geen indiensnemings of diensbeëindigings was nie, moet 'n "NUL"-opgawe voorgelê word. Ek sertifiseer hierby dat bogenoemde persone in diens geneem is en/of ontslaan is met ingang van die gespesifiseerde datum s.

Handtekening van werkgewer of gemagtigde agent

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

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

Naam van fabriek.....

MAANDELIKSE OPGAWE VAN OORPLASINGS IN BEROEP

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

Diens- verslag- kaart- nommer	Familienaam (in blokletters)	Voorname (eerste naam voluit)	Geslag	Nooiensvan	Vorige beroep	Loon	Datum van oorplasing	Nuwe beroep	Loon	Opmerkings

Datum.....19.....

Handtekening van werkgewer.....

AANHANGSEL E

KENNISGEWING OM DIENS TE BEËINDIG

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

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

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

Handtekening van werkgewer

Ontvangs erken deur.....

Handtekening van werknemer

Datum ontvang.....
Registrasienommer indien kennisgewing per pos gegee word.....
Datum gepos.....

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

WERKNEMER SE KOPIE

AANHANGSEL F

ERKENNING—TERUGTREKKING VAN KENNISGEWING

Naam van werkgewer.....
Adres.....

Werknemer se volle naam.....

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

Datum.....

Handtekening van werknemer

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

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

Aan:

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

Naam van firma.....

Adres.....

Werkgewers se bydraes	Getal werknemers gedurende week eindigende					Totaal	Tarief	Bedrag
Nywerheidsraadheffings.....								
Siektefondsybydraes.....								
Voorsorgfondsybydraes.....								
Gebeurlikheidsfondsybydraes, waar van toepassing.....								
Opleidingsfondsybydraes, waar van toepassing.....								
Werknemers se bydraes								
Nywerheidsraadheffings.....								
Siektefondsybydraes.....								
Voorsorgfondsybydraes.....								
Terugbetalings van behuisingslenings soos per aangehegte gegewens.....								
Vrywillige Voorsorgfondsybydraes soos per aangehegte bylae.....								
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 teruggestuur 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 werkgewer

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 Nywerheidsraadooreenkoms, verstrek ek u hierby die volgende besonderhede:

- (a) Naam van werkgewer.....
- (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) Lidmaatskap 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:

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

Provident Fund particulars

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

For Secretary

(ii) SUBSEQUENT EXPERIENCE

Factory	Date of engagement or transfer	Wage	Occupation	Date of leaving	Wage	Occupation	Length of employment			Initials of employer
							Years	Months	Days	

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

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

To:

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

Note.—This form must be completed by all new entrants to the Industry, i.e. by persons who have not previously been employed in the Cape Clothing Industry.

APPLICATION FOR EMPLOYEE'S SERVICE CARD

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

DECLARATION

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

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's area of jurisdiction or not): State "NIL" if no previous experience applicable.

Name of factory	Occupation	Period		Total
		From	To	

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

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

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

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

Witness

Date
 (For use of Council office only)

Signature of applicant

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

Checked by.....

No. of Service Record Card issued..... Date.....

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

Week ended.....

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

Employer.....

Address.....

PART I.—ENGAGEMENTS

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

PART II.—TERMINATIONS 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 Record 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=Asian, B=Black. † M=Male, F=Female. ‡ A=Adult, J=Juvenile.

If employee is not able to produce a service card issued by the Council, 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)

Name of factory.....

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

MONTHLY RETURN OF TRANSFERS IN OCCUPATION

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

Service Record Card No.	Surname (in block letters)	First names (first in full)	Sex	Maiden names	Previous 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 to you to terminate your employment, with 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)

To: RETURN FOR THE MONTH OF.....19.....
 The Secretary
 Industrial Council for the Clothing Industry (Cape)
 P.O. Box 142
 Salt River
 7925
 Telephone: 47-2000
 Name of Firm.....
 Address.....

Employers' contribution	Number of employees during week ending					Total	Rate	Amount
Industrial Council levies.....								
Sick Fund contributions.....								
Provident Fund contributions.....								
Contingency Fund contributions where applicable.....								
Training Fund contributions where applicable.....								

Employees' contributions

Industrial Council levies.....								
Sick Fund contributions.....								
Provident Fund contributions.....								

Housing loan repayments as per attached details.....
 Voluntary Provident Fund contributions as per attached schedule.....

We enclose our cheque for the total amount due.....R.....

This form must be returned to the Council not later than the 14th 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:

Name	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 Number.....

Yours faithfully,

Signature of employee

No. R. 541

23 Maart 1979

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

KLERASIENYWERHEID, KAAP

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewings R. 540, R. 542 en R. 543 van 23 Maart 1979 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkomste kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkomste vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat kragtens genoemde Ooreenkomste op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 541

23 March 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

CLOTHING INDUSTRY, CAPE

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

(a) in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreements and notices relating to the Clothing Industry, published under Government Notices R. 540, R. 542 and R. 543 of 23 March 1979 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreements may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreements from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sick benefits in terms of the said Agreements.

S. P. BOTHA, Minister of Labour.

Koop Nasionale Spaarsertifikate

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