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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN AARBEID.

No. R.266.] [20 Februarie 1970.

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL

HOOFOOREENKOMS

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

(*a*) kragtens artikel 48 (1) (*a*) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(*b*) kragtens artikel 48 (1) (*b*) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (2) (*n*), 24, 25 en 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 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 provinsie Transvaal; en

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.266.] [20th February, 1970.

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL

MAIN AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

(*a*) in terms of section 48 (1) (*a*) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, upon the employers' organization and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organization or union;

(*b*) in terms of section 48 (1) (*b*) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 7 (2) (*n*), 24, 25 and 26, shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, 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 Province of Transvaal; and

(*c*) kragtens artikel 48 (3) (*a*) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (2) (*n*), 24, 25 en 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, in die gebied gespesifiseer in paragraaf (*b*) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIE-NYWERHEID (TRANSVAAL)

OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

(hieronder die „werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Union of South Africa

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

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

KLOUSULE 1 (TOEPASSINGSBESTEK VAN OOREENKOMS)

(1) Die bepalings van hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Klerasienywerheid uitoefen en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid in diens is.

(2) Ondanks die bepalings van subklousule (1)—

(*a*) is die bepalings van hierdie Ooreenkoms, behoudens paragrawe (*b*) en (*c*), slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word;

(*b*) is die bepalings van klousules 21 en 22, behoudens paragraaf (*c*), van toepassing op—

(i) werknemers wat eiendom bewaak en/of persele patrolleer, ondanks die feit dat geen lone vir sulke werknemers in klousule 4 voorgeskryf word nie; en

(ii) enige ander werknemer in die Nywerheid vir wie geen lone in klousule 4 voorgeskryf word nie, indien so 'n werknemer en sy werkgewer onderling skriftelik daaroor ooreengekom het;

(*c*) is die bepalings van klousule 21 slegs van toepassing op werkgewers en werknemers in die landdrosdistrikte Randfontein, Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Klerksdorp en Pretoria.

(3) By die toepassing van subklousule (2) (*b*) word enige verwysing na werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, geag werknemers in te sluit wat in daardie subklousule bedoel word, en enige verwysing na die loon wat vir 'n werknemer voorgeskryf word, word geag dié werknemer se werklike loon te bedoel.

KLOUSULE 2 (GELDIGHEIDSDUUR VAN OOREENKOMS)

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid bepaal, en bly van krag tot 30 Junie 1971, of vir 'n tydperk wat hy vasstel.

KLOUSULE 3 (WOORDOMSKRYWINGS)

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, alle verwysings na 'n wet omvat alle

(*c*) in terms of section 48 (3) (*a*) of the said Act, declare that in the area specified in paragraph (*b*) of this notice and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 7 (2) (*n*), 24, 25 and 26, shall, *mutatis mutandis*, be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter called the "employers" or "employers' organization")

of the one part, and the

Garment Workers' Union of South Africa

(hereinafter called the "employees" or "the trade union")

of the other part,

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

CLAUSE 1 (SCOPE OF APPLICATION OF AGREEMENT)

(1) The terms of this Agreement shall be observed in the Province of Transvaal by all employers who are members of the employers' organization and are engaged in the Clothing Industry, and by all employees who are members of the trade union and are employed in that Industry.

(2) Notwithstanding the provisions of sub-clause (1)—

(*a*) the terms of this Agreement shall, subject to paragraphs (*b*) and (*c*), apply only in respect of employees for whom wages are prescribed in Clause 4;

(*b*) the provisions of Clauses 21 and 22 shall, subject to paragraph (*c*), apply in respect of—

(i) employees employed on guarding property and/or patrolling premises notwithstanding the fact that no wages are prescribed in Clause 4 for such employees; and

(ii) any other employee in the Industry for whom no wages are prescribed in Clause 4 if such employee and his employer have mutually agreed thereto in writing;

(*c*) the provisions of Clause 21 shall apply only to employers and employees in the Magisterial Districts of Randfontein, Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Klerksdorp and Pretoria.

(3) For the purposes of sub-clause (2) (*b*) any reference to employees for whom wages are prescribed in Clause 4 of this Agreement shall be deemed to include employees referred to in that sub-clause and any reference to the wage prescribed for an employee shall be deemed to be a reference to such employee's actual wage.

CLAUSE 2 (PERIOD OF OPERATION OF AGREEMENT)

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in force until the 30th June, 1971, or such period as may be determined by him.

CLAUSE 3 (DEFINITIONS)

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amend-

wysigings van sodanige wet, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956;

„ambagsman" 'n werknemer wat werk doen wat normaalweg verrig word deur 'n geskoolde ambagsman, uitgesonderd klein herstelwerkies of verstellings aan masjinerie of installasies of klein herstelwerkies aan of opknapping van geboue en uitgesonderd 'n masjienbandbediener en onderhoudsassistent bedoel in klousule 4 (1) (*h*) van hierdie Ooreenkoms, en by die toepassing van hierdie omskrywing beteken „geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf aangewys of geag aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat aan hom deur die Registrateur van Vakleerlinge uitgereik kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat aan hom uitgereik deur genoemde registrateur kragtens òf artikel 2 (7) òf artikel 7 (3) van genoemde Wet;

„toesighouer se assistent" 'n werknemer wat 'n toesighouer behulpsaam is in die uitvoering van sy pligte maar wat nie verantwoordelik daarvoor is dat die werknemers in 'n fabriek hul pligte nakom nie;

„ryger" 'n werknemer wat handnaaldwerk verrig by die regsit van 'n baadjie of gedeeltes daarvan ter voorbereiding van ander werksaamhede, en/of voerings opryg, d.w.s. voerings van baadjies in hul plekke met die hand vaswerk ter voorbereiding van die aanmekaarwerk van kantsome, en dit omvat 'n werknemer wat buiterygwerk doen;

„ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat in sodanige stoomketel vuurmaak, vure aan die brand hou of dit uittrek;

„ondervoorman" 'n werknemer wat onder toesig van 'n voorman, voorvrou of toesighouer, aan die hoof staan van persers en/of algemene werkers;

„nasiener" 'n werknemer wat verantwoordelik is vir die nagaan of goedkeuring van voltooide rokke en/of damesjasse en -kostuums, baadjies van pakke, sportbaadjies en/of oorjasse;

„uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of 'n masjien uitsny;

„kleedkamerbediener" 'n werknemer wat in beheer is van 'n kleedkamer waarin 'n werknemer hom kan verklee of sy klere bêre, of in beheer van sluitkaste waarin 'n werknemer sy persoonlike besittings kan bêre, en wat toesig kan hou oor die skoonmaak van die kamer en die skoonmaak en gebruik van toilette;

„Klerasienywerheid" of „Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke op bestelling deur enige Staatsdepartement, Provinsiale Administrasie, die Suid-Afrikaanse Spoorweë en Hawens, of plaaslike besture, maar omvat nie kleremakery-op-maat en die vervaardiging van klere wat van pelssoorte en velle gemaak word nie;

„Raad" die Nywerheidsraad vir die Klerasienywerheid (Transvaal) wat ingevolge die bepalings van die Nijverheid Verzoenings Wet, 1924, geregistreer is en wat geag word geregistreer te wees ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956;

„versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of die verpakking van goedere vir vervoer of aflewering en wat toesig kan hou oor die bymekaarmaak, nagaan, weeg, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

„versendingsverpakker" 'n werknemer wat hoofsaaklik of gedeeltelik werksaam is by die opmaak van bestellings en/of pakkette en/of bale om dit gereed te hê vir versending;

„bestuurder van 'n afleweringsmotorvoertuig" 'n bestuurder van 'n vierwielmotorvoertuig wat gebruik word vir die aflewering van goedere maar dit sluit 'n deeltydse motorvoertuigbestuurder uit;

„inrigting" enige plek waarin enige werksaamheid in verband met die klerasienywerheid verrig word;

„ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Klerasienywerheid en/of die kleremakery-op-maat-nywerheid en/of 'n private kleremakery in diens was in enige hoedanigheid of hoedanighede ten opsigte waarvan lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word en sodanige ondervinding word ten opsigte van elke dienskontrak geag aaneenlopend te wees vanaf

ment of such Act and unless the contrary appears, words importing the masculine gender shall include female; further, unless inconsistent with the context:

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan other than minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings and other than a machine belt fixer and maintenance assistant referred to in Clause 4 (1) (*h*) of this Agreement, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of Section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either Section 2 (7) or Section 7 (3) of the said Act;

"assistant to supervisor" means an employee who assists a supervisor in the performance of his duties but is not responsible for the performance of the duties of the employees in a factory;

"baster" means an employee engaged in 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, and includes an employee engaged on outbasting;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who makes, maintains or draws the fire in such boiler;

"chargehand" means an employee who, under the supervision of a foreman, forewoman or supervisor, is in charge of pressers and/or general workers;

"checker" means an employee responsible for checking or passing completed dresses and/or ladies' coats and costumes, suit jackets, sports coats and/or overcoats;

"chopper out" means an employee engaged in cutting out garments or portions of garments by hand or machine from one or more layers of material;

"cloakroom supervisor" means an employee who is in charge of a change room in which an employee may change or store his clothing or of lockers in which an employee may store his effects, and who may supervise the cleaning of the room and the cleaning and use of toilets;

"Clothing Industry" or "Industry" means dressmaking, the making of all classes of outer and undergarments, including nightwear, and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to order of any department of state or provincial administration, the South African Railways and Harbours Administration or local authorities, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

"Council" means the Industrial Council for the Clothing Industry (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Industrial Conciliation Act, 1956;

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

"despatch packer" means an employee who is wholly or mainly engaged in the making up of orders and/or parcels and/or bales in readiness for despatch;

"driver of a delivery motor vehicle" means a driver of a four-wheeled motor vehicle used for the delivery of goods and excludes a part-time motor vehicle driver;

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in Clause 4 of this Agreement, and shall be deemed in each contract of service to have been continuous from

die tyd waarop die werknemer by sy werkgewer in diens getree het tot die tyd waarop sodanige diens beëindig word; met dien verstande dat, vir die berekening van 'n werknemer se ondervinding, 16 weke diens in enige halfjaar geag word diens vir die hele halfjaar te wees; en voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding gehad het op die laaste dag van sodanige halfjaar, geag word in diens te gewees het vir die hele halfjaar; en voorts met dien verstande dat die proeftydperk van 'n werknemer voorgeskryf by klousule 14 (1) (*e*) alleenlik geag word ondervinding te wees as die dienskontrak bekragtig word.

„fabriek" enige perseel wat geregistreer moet wees kragtens die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, waarin werkgewers die Klerasienywerheid uitoefen;

„fabrieksklerk" 'n werknemer in diens in die produksieafdeling van die fabriek en wat uitsluitlik of hoofsaaklik besig is met die aanteken van bywonings- en/of produksiegegewens, d.w.s. gegewens wat verdere verwerking deur kantoorpersoneel kan vereis;

„afwerker" 'n werknemer wat een of meer van die volgende werksaamhede met die hand verrig:

Stopsels of watte in die skouers van baadjies insit; die bo-ente van moue vaswerk of gelykmaak; watte in die bo-ente van moue sit; sybelegsels wat alreeds in posisie geryg is, onsigbaar insoom; knoopsgate met die hand maak; die voerings van die bo-ente van moue onsigbaar met die hand insoom;

„passer" 'n werknemer werksaam in die snykamer wat die buitekante van kledingstukke tesame met die uitgesnyde voerings (opmaaksels genoem), bymekaar pas, en die binne- en buitekante noukeurig aanmekaar pas, sodat die dele na die masjien kan gaan om reg aanmekaar gewerk te word;

„voorman" of „voorvrou" 'n werknemer wat toesig hou oor werknemers in 'n fabriek en wat beheer oor sulke werkers uitoefen; wat verantwoordelik is om werknemers in diens te neem of te ontstaan, en verantwoordelik daarvoor is dat sulke werknemers hul pligte deeglik uitvoer;

„algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Skoonmaak, d.w.s. ente van garingdrade afsny of afknip, en/of kolle of merke van materiaal of kledingstukke verwyder; opvou; sorteer; voltooide kledingstukke vasspeld; stempel- en merkwerk verrig; halse met die hand of met 'n masjien uitsny; patentomdraaiwerk doen; versiersels (wat nie uit stukgoedere bestaan nie) volgens 'n gegewe lengte of fatsoen met die hand sny; outomatiese rol- of vormperse voer of goedere daaruit verwyder; rygwerk uittrek; seepwerk verrig; moue of broeke binnekant buite toe draai; volgens patroon afmerk en volgens fatsoen sny, uitgesonderd die werksaamhede wat deur 'n „fatsoeneerder volgens patroon" verrig word; versiersels afmerk; garingdrade met masjien afsny of met die hand afknip; gelyksny; etikette aanbring met 'n ander masjien as 'n masjien wat 'n naald en garing gebruik en/of tee of dergelike dranke berei;

„halfjaar" die sesmaandetydperk wat op die eerste dag van Januarie of Julie begin;

„uurloon", in die geval van 'n werknemer, die weekloon gedeel deur die getal gewone werkure per week wat vir 'n werknemer van sy klas voorgeskryf word;

„arbeider" 'n werknemer in diens in een of meer van die volgende werksaamhede:

Persele, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels as kledingstukke, skoonmaak; goedere laai of aflaai; goedere dra, verskuif of opstapel; boodskappe of kledingstukke of dele van kledingstukke van een plek na 'n ander binne 'n inrigting dra; vuurmaak of vure aan die gang hou of afval of as verwyder; rubberoplossings meng;

„laemaker" 'n werknemer wat materiaal in een of meer lae op die snytafels rangskik, en dit kan ook die werk van ente oopsny insluit;

„leerling" in die geval van 'n werknemer bedoel in klousule 4 (1) (*a*), (*b*), (*d*) (1) en (*k*) (i), 'n werknemer met minder as vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (*d*) (2) 'n werknemer met minder as vier jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (*k*) (ii), 'n werknemer met minder as twee jaar ondervinding; en in die geval van alle ander werknemers 'n werknemer met minder as drie jaar ondervinding;

„langdienswerknemer" 'n werknemer in die klasse bedoel in klousule 4 (2) (*n*) tot (*s*) en omvat enige werknemer wat minstens die loon betaal word wat voorgeskryf word vir

the time the employee enters his employer's service until the time such service is terminated; provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year; and provided further that a learner in his first half-year of employment, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year shall be deemed to have been in employment for the whole half-year; and provided further that the trial period of an employee in terms of Clause 14 (1) (*e*) shall be deemed to be experience only if the contract of service is confirmed;

"factory" means any premises registrable in terms of the Factories, Machinery and Building Work Act, 1941, in which employers are engaged in the Clothing Industry;

"factory clerk" means an employee who is employed in the production area of the factory and who is wholly or mainly employed in the recording of attendance and/or production data which data may require further processing by office administration;

"finisher" means an employee who performs one or more of the following operations by hand:

Putting pads or wadding into shoulders of coats; fastening or serging sleeveheads; wadding sleeveheads; felling silk facings already basted into position; making buttonholes by hand; felling sleevehead linings by hand;

"fitter-up" means an employee engaged in the cutting room who takes the outsides of garments together with the cut out linings (called trimmings) and adjusts the outsides and the insides together accurately so that the parts may go forward to the machine to be put together correctly;

"foreman" or "forewoman" means an employee in charge of the employees in a factory, who exercises control over such employees, and who is charged with the responsibility for engaging or terminating the employment of such employees, and who is responsible for the efficient performance by them of their duties;

"general worker" means an employee engaged on one or more of the following operations:

Cleaning, i.e. cutting off, nipping of threads, and/or removing spots or marks from materials or garments; folding; sorting; pinning of finished garments; stamping; marking; sloping by hand or machine; patent turning; cutting by hand of any trimming (not being piece goods) to a given length or shape; feeding into or taking out of automatic roller or form presses; pulling out bastings; soaping; turning sleeves or trousers inside out; marking by template and cutting to shape excluding the operations performed by a "shaper by template"; marking of trimmings; nipping by machine or hand; labelling by machine other than a machine using needle and thread and/or the making of tea or similar beverages;

"half-year" means the six-monthly period commencing on the first day of January or July;

"hourly wage" means, in the case of an employee, the weekly wage divided by the number of ordinary hours of work per week prescribed for an employee of his class;

"labourer" means an employee who is engaged in one or more of the following activities:

Cleaning premises, plant, machines, vehicles, tools, utensils or articles other than garments; loading or unloading goods; carrying, moving or stacking goods; carrying messages or garments or parts of garments from one place to another within an establishment; making or maintaining fires or removing refuse or ashes; mixing rubber solutions;

"layer-up" means an employee who is engaged in the laying of material in one or more thicknesses on the cutting tables and may include the duty of slitting the ends;

"learner" means in the case of an employee referred to in Clause 4 (1) (*a*), (*b*), (*d*) (1) and (*k*) (i) an employee who has had less than five years' experience; in the case of an employee referred to in Clause 4 (1) (*d*) (2) an employee who has had less than four years' experience; in the case of an employee referred to in Clause 4 (1) (*k*) (ii) an employee who has had less than two years' experience; and in the case of all other employees an employee who has had less than three years' experience;

"long service employee" means an employee in the classes referred to in Clause 4 (2) (*n*) to (*s*) and shall include any employee who is paid not less than the wage prescribed

'n werknemer van sy klas soos voorgeskryf in klousule 4 (2) (*n*) tot (*s*);

„onderhoudsassistent" 'n werknemer wat naaimasjiene olie, smeer en skoonmaak en van wie vereis kan word om klein herstelwerkies aan installasie en masjiene onder toesig van 'n ambagsman of werktuigkundige uit te voer;

„merker" 'n werknemer wat patrone uitlê en/of die omtrekke van kledingstukke op uitsnypapier en/of 'n laag of lae materiaal afmerk of met kryt omlyn vanaf patrone wat die werkgewer verskaf (maar nie die plekke merk van sakke, knope, knoopsgate, lissies, drukknope, pylnate, some en omslae nie);

„merk" plekke vir sakke, knope, knoopsgate, lissies, drukknope, pylnate, some en omslae en soortgelyke plekke merk ter voorbereiding van verdere werksaamhede;

„werktuigkundige" 'n werknemer (uitgesonderd 'n ambagsman, masjienbandbediener en/of onderhoudsassistent) wat klein herstelwerkies doen of verstellings aan masjinerie of uitrusting aanbring wat regstreeks gebruik word in die vervaardiging van die produkte van die inrigting;

„okkupeerder" met betrekking tot enige perseel, die persoon wat enige besigheid wat op sodanige perseel uitgevoer word, bestuur of beheer, en as daar twee of meer sulke persone is, omvat dit alle sodanige persone;

„ander nasiener" 'n werknemer wat verantwoordelik is om kledingstukke na te sien, uitgesonderd klere deur 'n nasiener nagesien;

„deeltydse motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig hoogstens drie uur altesaam op 'n dag bestuur en by die toepassing van hierdie omskrywing omvat „'n motorvoertuig bestuur" alle bestuurtye asook tyd deur die bestuurder bestee terwyl hy vir die voertuig verantwoordelik is of werk in verband met die voertuig of die vrag verrig;

„patente omdraaiwerk" rande van kraagbelegsels, gordels, bande, mansjette, klappies, sakke en/of klappe met die hand of masjien omdraai, en kledingstukke of dele daarvan binnekant buite toe draai;

„stukwerk" enige stelsel, uitgesonderd taakwerk, waarby besoldiging bereken word volgens die hoeveelheid of omvang van gedane werk;

„gewone naaldwerker" 'n werknemer wat een of meer van die volgende doen:

Kruisvoerings in broeke onsigbaar insoom; broekspype onsigbaar insoom; vaste omslae vasheg; lyfbandvoerings of dele daarvan onsigbaar insoom; hakies in broekbande vaswerk en verskillende bykomstige naaldwerkies doen; krae, skouers of mousgate van onderbaadjies onsigbaar insoom; kraagomslae of lapelle opstop; soomkoorde met die hand vaswerk; randverstywers vaswerk en bykomstige naaldwerkies doen; knope met die hand aanwerk; onderente van voerings of nate daarvan wat reeds vasgeryg is, onsigbaar insoom; stootkante onsigbaar insoom; hanglissies maak en aanwerk; belegsels wat reeds ingeryg is, binne vaswerk; seildoekvoerings maak; rygwerk en enige ander naaldwerk wat nie elders gespesifiseer word nie;

„premie", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, enige vergoeding van watter aard ook wat in ruil vir die opleiding van 'n werknemer gegee word;

„gekwalifiseerde werknemer" in die geval van 'n werknemer bedoel in klousule 4 (1) (*a*), (*b*), (*d*) (1) en (*k*) (i), 'n werknemer met minstens vyf jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (*d*) (2), 'n werknemer met minstens vier jaar ondervinding; in die geval van 'n werknemer bedoel in klousule 4 (1) (*k*) (ii), 'n werknemer met minstens twee jaar ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minstens drie jaar ondervinding;

„prototipemaker-masjienwerker" 'n werknemer wat prototipekledingstukke volledig met 'n masjien maak, maar nie patente masjienwerk doen nie;

„groepleier" of „spanleier" 'n werknemer, uitgesonderd 'n ondervoorman, in 'n groep of span wat algemeen verantwoordelik is vir die werk uitgevoer deur die werknemers waaruit so 'n groep of span bestaan;

„groep of span" 'n groep van drie of meer werknemers wat werksaamhede stuksgewys verrig in verband met die opmaak van kledingstukke;

„naaimasjienwerker" 'n werknemer wat 'n naaimasjien bedien wat 'n naald en gare gebruik;

for an employee of his class as prescribed in Clause 4 (2) (*n*) to (*s*);

"maintenance assistant" means an employee who is engaged in the oiling, greasing and cleaning of sewing machines, and who may be required to do minor repairs to plant and machinery under the supervision of an artisan or mechanic;

"marker-in" means an employee who is engaged in the laying out of patterns and/or marking in or chalking in of the outlines of garments on cutting paper and/or a layer or layers of material from patterns provided by the employer (other than the marking of the position of pockets, buttons, buttonholes, loops, fasteners, darts, hems and turn-ups);

"marking" means the marking of the position of pockets, buttons, buttonholes, loop fasteners, darts, hems, turn-ups and the like, preparatory to further operations;

"mechanic" means an employee (other than an artisan, machine belt fixer and/or maintenance assistant) who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of the establishment;

"occupier" in relation to any premises, means the person having the management or control of any business conducted on such premises, and if there are two or more such persons, includes all such persons;

"other checker" means an employee responsible for checking garments other than garments checked by a checker;

"part-time motor vehicle driver" means an employee engaged in driving a motor vehicle for not more than three hours in the aggregate on any day and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver while in charge of the vehicle or in work connected with the vehicle or the load;

"patent turning" means the turning out or over of the edges of collar facings, belts, bands, cuffs, tabs, pockets and/or flaps by hand or machine and the turning of garments or parts thereof inside out;

"piecework" means any system other than task work by which remuneration is calculated by quantity or output of work done;

"plain sewer" means an employee performing one or more of the following operations:—

Felling crutch linings in trousers; felling bottoms; fastening permanent turn-ups; felling waist band linings or part thereof; fastening catch in tops of trousers and various odds and ends of sewing; felling necks, shoulders or armholes of waistcoats; padding collars or lapels; putting on bridles by hand; fastening edge-stays and odds and ends of sewing; sewing on buttons by hand; felling bottoms of linings or seams of same already basted into position; felling bindings; making and sewing on hangers; fastening facings inside already basted into position; making canvasses; tacking; and all hand sewing not elsewhere specified;

"premium" means without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee;

"qualified employee" means in the case of an employee referred to in Clause 4 (1) (*a*), (*b*), (*d*) (1) and (*k*) (i) an employee who has had not less than five years' experience; in the case of an employee referred to in Clause 4 (1) (*d*) (2) an employee who has had not less than four years' experience; in the case of an employee referred to in Clause 4 (1) (*k*) (ii) an employee who has had not less than two years' experience; and in the case of all other employees an employee who has had not less than three years' experience;

"sample machinist" means an employee who completely machines prototype garments, other than patent machining;

"set leader" or "team leader" means an employee, other than a chargehand, in a set or team who is generally responsible for the work executed by the employees comprising such set or team;

"set or team" means a group of employees numbering three or more engaged in performing sectional operations in the making up of garments;

"sewing machinist" means an employee engaged on operating a sewing machine using a needle and thread;

„fatsoeneerder" 'n werknemer wat patrone van lapelle en krae van baadjies met die hand fatsoeneer voordat voerings opgeryg word, maar omvat nie ook gelyksny met die hand nie;

„fatsoeneerder volgens patroon" 'n werknemer, uitgesonderd 'n „fatsoeneerder", wat boordjies, lapelle en/of die voorpante van baadjies en/of jasse vir dames, mans en kinders volgens 'n patroon afmerk en sny;

„korttyd" 'n tydelike vermindering van die getal werkure van 'n werknemer in enige bepaalde week wat minder is as die getal ure voorgeskryf vir 'n werknemer van sy klas of tydelike staking van werksaamhede omrede omstandighede wat eie aan die nywerheid is, bv. 'n tekort aan materiaal of bestellings of die noodsaaklikheid van voorraadopname;

„halse uitsny" die vorm van halse van hemde en onderklere merk en/of regsny;

„sorteer" kledingstukke of gedeeltes van kledingstukke soos dit vir verskillende werksaamhede nodig is, sorteer;

„stempel" grootes, uitken- en/of werknommers of ander besonderhede op kledingstukke of gedeeltes van kledingstukke en/of etikette stempel;

„toesighouer" 'n werknemer wat onder toesig daarvoor verantwoordelik is dat die werknemers of 'n afdeling van die werknemers in 'n fabriek hul werksaamhede op 'n deeglike wyse verrig, maar nie ook 'n ondervoorman, groep- of spanleier nie;

„taakwerk" die opdrag van die werkgewer of sy verteenwoordiger aan enige werknemer om 'n bepaalde getal kledingstukke of gedeeltes van kledingstukke binne 'n vasgestelde tydperk te maak;

„onderperser" 'n werknemer wat nate, voerings, onafgewerkte dele van kledingstukke en/of onafgewerkte kledingstukke pers, of wat enige perswerk kan doen wat nodig is voordat verdere masjienwerk daaraan gedoen word;

„onbelaste gewig" die gewig van enige motorvoertuig of -sleepwa soos aangeteken op enige lisensie of sertifikaat ten opsigte van sodanige motorvoertuig of -sleepwa uitgereik deur 'n lisensieowerheid wat by wet gemagtig word om lisensies vir motorvoertuie uit te reik;

„loon" dié gedeelte van die besoldiging, uitgesonderd bonusse verdien ingevolge klousule 5 van hierdie Ooreenkoms, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure in klousule 9 van hierdie Ooreenkoms voorgeskryf;

„week" 'n tydperk van vyf werkdae;

„werkdag" 'n dag waarop werk gewoonlik in die Nywerheid verrig word.

KLOUSULE 4 (LONE)

(1) Behoudens die bepalings van subklousules (2), (3) (*a*), (4) en (6) van hierdie klousule en van klousules 6, 7, 17 en 29 moet ondergenoemde minimum lone per week aan ondergenoemde klasse werknemers betaal word:

(*a*) Werknemers wat patrone maak en/of gradeer:

	R	c
Gekwalifiseerde werknemer	30	85
Leerlinge:		
Eerste halfjaar ondervinding	7	00
Tweede halfjaar ondervinding	9	00
Derde halfjaar ondervinding	11	50
Vierde halfjaar ondervinding	14	20
Vyfde halfjaar ondervinding	16	60
Sesde halfjaar ondervinding	19	00
Sewende halfjaar ondervinding	21	40
Agtste halfjaar ondervinding	23	80
Negende halfjaar ondervinding	26	20
Tiende halfjaar ondervinding	28	60
Daarna	30	85

(*b*) Manlike merker, uitgesonderd 'n merker van tussenvoerings en versiersels:

	R	c
Gekwalifiseerde werknemer	25	85
Leerlinge:		
Eerste halfjaar ondervinding	7	00
Tweede halfjaar ondervinding	8	50
Derde halfjaar ondervinding	11	00
Vierde halfjaar ondervinding	13	05
Vyfde halfjaar ondervinding	14	90
Sesde halfjaar ondervinding	16	75
Sewende halfjaar ondervinding	18	60
Agtste halfjaar ondervinding	20	45
Negende halfjaar ondervinding	22	30
Tiende halfjaar ondervinding	24	15
Daarna	25	85

"shaper" means an employee engaged on shaping by hand designs of lapels and collars of coats preparatory to underbasting, but does not include trimming by hand;

"shaper by template" means an employee, other than a "shaper", engaged on marking by template and cutting to shape of collars, lapels and/or fronts of ladies', men's and children's jackets and/or coats;

"short-time" means a temporary reduction of the number of working hours of any employee in any one week below the number of hours prescribed for an employee of his class or temporary cessation of work by reason of the exigencies of the business, e.g. shortage of material or orders or the necessities of stock-taking;

"sloping" means the marking and/or trimming of the shapes of the necks of shirts and underwear;

"sorting" means the sorting out of garments or parts of garments as required for various operations;

"stamping" means the stamping of sizes, identity or work numbers or other details on garments or parts of garments and/or labels;

"supervisor" means an employee who under supervision is responsible for the efficient performance of the duties of the employees or a section of the employees in a factory, but does not include a chargehand, set or team leader;

"task work" means the setting by an employer or his representatives to any employee of a definite number of garments or portions of garments, to be made by such employee in a specified time;

"under-presser" means an employee who is engaged in pressing seams, linings, unfinished parts of garments and/or unfinished garments, or who may be engaged in any pressing operations incidental to further machining operations;

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

"wage" means that portion of the remuneration, excluding bonus earned in terms of Clause 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in Clause 9 of this Agreement;

"week" means a period of five working days;

"working day" means any day on which work is usually performed in the Industry.

CLAUSE 4 (WAGES)

(1) Subject to the provisions of sub-clauses (2), (3) (*a*), (4) and (6) of this clause and of Clauses 6, 7, 17 and 29, the following minimum wages shall be paid *per week* to the undermentioned classes of employees:

(*a*) Employees engaged on making and/or grading patterns:

	R	c
Qualified employee	30	85
Learners:		
First half-year of experience	7	00
Second half-year of experience	9	00
Third half-year of experience	11	50
Fourth half-year of experience	14	20
Fifth half-year of experience	16	60
Sixth half-year of experience	19	00
Seventh half-year of experience	21	40
Eighth half-year of experience	23	80
Ninth half-year of experience	26	20
Tenth half-year of experience	28	60
Thereafter	30	85

(*b*) Male marker-in other than a marker-in of interlinings and trimmings:

	R	c
Qualified employee	25	85
Learners:		
First half-year of experience	7	00
Second half-year of experience	8	50
Third half-year of experience	11	00
Fourth half-year of experience	13	05
Fifth half-year of experience	14	90
Sixth half-year of experience	16	75
Seventh half-year of experience	18	60
Eighth half-year of experience	20	45
Ninth half-year of experience	22	30
Tenth half-year of experience	24	15
Thereafter	25	85

(*c*) Vroulike merker, uitgesonderd 'n merker van tussenvoerings en versiersels:

	R c
Gekwalifiseerde werknemer	16 85
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	7 00
Derde halfjaar ondervinding	9 00
Vierde halfjaar ondervinding	11 00
Vyfde halfjaar ondervinding	13 00
Sesde halfjaar ondervinding	15 00
Daarna	16 85

(*d*) (1) Manlike naaimasjienwerker wat moue insit, mans- en damessnyersbaadjies en oorjasse omstik; manlike ryger; manlike fatsoeneerder; manlike passer:

	R c
Gekwalifiseerde werknemer	19 85
Leerlinge:	
Eerste halfjaar ondervinding	7 00
Tweede halfjaar ondervinding	8 25
Derde halfjaar ondervinding	9 50
Vierde halfjaar ondervinding	11 25
Vyfde halfjaar ondervinding	12 50
Sesde halfjaar ondervinding	13 75
Sewende halfjaar ondervinding	15 00
Agtste halfjaar ondervinding	16 25
Negende halfjaar ondervinding	17 50
Tiende halfjaar ondervinding	18 75
Daarna	19 85

(2) Manlike naaimasjienwerker, uitgesonderd 'n manlike naaimasjienwerker bedoel in paragraaf (*d*) (1) van hierdie subklousule:

	R c
Gekwalifiseerde werknemer	15 85
Leerlinge:	
Eerste halfjaar ondervinding	7 00
Tweede halfjaar ondervinding	8 00
Derde halfjaar ondervinding	9 00
Vierde halfjaar ondervinding	10 50
Vyfde halfjaar ondervinding	11 60
Sesde halfjaar ondervinding	12 70
Sewende halfjaar ondervinding	13 80
Agtste halfjaar ondervinding	14 90
Daarna	15 85

(*e*) Vroulike naaimasjienwerker; merker en/of uitsnyer van tussenvoerings en versiersels; afwerker; 'n werknemer werksaam aan fynstopwerk, borduurwerk, sierlassteekwerk, kraalwerk en/of plooiwerk aan rompe met die hand verrig; vroulike ryger; vroulike passer; vroulike fatsoeneerder; vroulike perser van kledingstukke uitgesonderd hemde, dasse, pijamas en ander nagdrag, hoede, pette, onderklere, breiwerk, voorskote, oorpakke en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooie; bediener van 'n ketting-, „overlocking"- en/of soommasjien:

	R c
Gekwalifiseerde werknemer	12 25
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	6 75
Derde halfjaar ondervinding	7 50
Vierde halfjaar ondervinding	8 95
Vyfde halfjaar ondervinding	10 05
Sesde halfjaar ondervinding	11 15
Daarna	12 25

(*f*) Uitsnyer, uitgesonderd 'n uitsnyer van tussenvoerings en/of versiersels; manlike handperser van damesjasse en/of kostuumbaadjies:

	R c
Gekwalifiseerde werknemer	15 85
Leerlinge:	
Eerste halfjaar ondervinding	7 00
Tweede halfjaar ondervinding	8 25
Derde halfjaar ondervinding	9 50
Vierde halfjaar ondervinding	11 20
Vyfde halfjaar ondervinding	12 80
Sesde halfjaar ondervinding	14 40
Daarna	15 85

(*g*) Manlike klerepersers, uitgesonderd 'n manlike handperser van damesjasse en/of kostuumbaadjies en uitgesonderd 'n perser van hemde, dasse, pijamas en ander nagdrag, hoede, pette, onderklere, breiware, voorskote, oorklere en bloese sonder kant, borduursel, opnaaisels en handgemaakte plooie:

(*c*) Female marker-in, other than a marker-in of interlinings and trimmings:

	R c
Qualified employee	16 85
Learners:	
First half-year of experience	6 00
Second half-year of experience	7 00
Third half-year of experience	9 00
Fourth half-year of experience	11 00
Fifth half-year of experience	13 00
Sixth half-year of experience	15 00
Thereafter	16 85

(*d*) (1) Male sewing machinist engaged in setting in sleeves, sewing round men's and ladies' tailored coats and overcoats; male baster; male shaper; male fitter-up:

	R c
Qualified employee	19 85
Learners:	
First half-year of experience	7 00
Second half-year of experience	8 25
Third half-year of experience	9 50
Fourth half-year of experience	11 25
Fifth half-year of experience	12 50
Sixth half-year of experience	13 75
Seventh half-year of experience	15 00
Eighth half-year of experience	16 25
Ninth half-year of experience	17 50
Tenth half-year of experience	18 75
Thereafter	19 85

(2) Male sewing machinist other than a male sewing machinist referred to in paragraph (*d*) (1) of this sub-clause:

	R c
Qualified employee	15 85
Learners:	
First half-year of experience	7 00
Second half-year of experience	8 00
Third half-year of experience	9 00
Fourth half-year of experience	10 50
Fifth half-year of experience	11 60
Sixth half-year of experience	12 70
Seventh half-year of experience	13 80
Eighth half-year of experience	14 90
Thereafter	15 85

(*e*) Female sewing machinist; interlining and trimming marker-in and/or chopper-out; finisher; an employee engaged on invisible mending, embroidering, fagotting, beading and/or pleating of skirts by hand; female baster; female fitter-up; female shaper; female presser of garments other than shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats; operator of a linking, overlocking and/or seaming machine:

	R c
Qualified employee	12 25
Learners:	
First half-year of experience	6 00
Second half-year of experience	6 75
Third half-year of experience	7 50
Fourth half-year of experience	8 95
Fifth half-year of experience	10 05
Sixth half-year of experience	11 15
Thereafter	12 25

(*f*) Chopper-out, other than an interlining and/or trimming chopper-out, a male presser by hand of women's overcoats and/or jackets of costumes:

	R c
Qualified employee	15 85
Learners:	
First half-year of experience	7 00
Second half-year of experience	8 25
Third half-year of experience	9 50
Fourth half-year of experience	11 20
Fifth half-year of experience	12 30
Sixth half-year of experience	14 40
Thereafter	15 85

(*g*) Male presser of garments other than a male presser by hand of women's overcoats and/or jackets of costumes; and other than presser of shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats:

	R c
Gekwalifiseerde werknemer	13 20
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	7 00
Derde halfjaar ondervinding	8 00
Vierde halfjaar ondervinding	9 45
Vyfde halfjaar ondervinding	10 70
Sesde halfjaar ondervinding	11 95
Daarna	13 20

(*h*) Ander persers nie elders in hierdie klousule genoem nie; onderperser; dryfbandhersteller; onderhoudsassistent; laemaker; gewone naaldwerker; bediener van 'n ritsvasstik-, knoopoortrek- en/of plooimasjien; ander nasiener; fatsoeneerder volgens patroon; en/of 'n werknemer wat boordjies trubeniseer:

	R c
Gekwalifiseerde werknemer, uitgesonderd fatsoeneerder volgens patroon	9 75
Gekwalifiseerde fatsoeneerder volgens patroon	10 25
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	6 50
Derde halfjaar ondervinding	7 00
Vierde halfjaar ondervinding	7 95
Vyfde halfjaar ondervinding	8 55
Sesde halfjaar ondervinding	9 15
Daarna, almal behalwe fatsoeneerder volgens patroon	9 75
Daarna, 'n fatsoeneerder volgens patroon	10 25

(*i*) Algemene werker:

	R c
Gekwalifiseerde werknemer	9 25
Leerlinge:	
Eerste halfjaar ondervinding	6 00
Tweede halfjaar ondervinding	6 50
Derde halfjaar ondervinding	7 00
Vierde halfjaar ondervinding	7 75
Vyfde halfjaar ondervinding	8 25
Sesde halfjaar ondervinding	8 75
Daarna	9 25

(*j*) Ander werknemers:

	R c
(i) Voorman	35 85
(ii) Voorvrou	23 35
(iii) Toesighouer	19 85
(iv) Nasiener	16 35
(v) Opsigter se assistent	17 50
(vi) Ambagsman	42 00
(vii) Ketelbediener	10 75
(viii) Kleedkamerbediener	15 00
(ix) Versendingsverpakker:	
Gekwalifiseer	12 25
Eerste halfjaar ondervinding	9 50
Tweede halfjaar ondervinding	9 95
Derde halfjaar ondervinding	10 40
Vierde halfjaar ondervinding	10 85
Vyfde halfjaar ondervinding	11 30
Sesde halfjaar ondervinding	11 75
Daarna	12 25
(x) Arbeider:	
Vanaf datum van inwerkingtreding van hierdie Ooreenkoms	9 50
Vanaf 1 Januarie 1971	10 00
(xi) Bestuurder van 'n afleweringsmotorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
nie 6,000 lb. oorskry nie	14 15
6,000 lb. oorskry	16 00
(xii) Deeltydse motorvoertuigbestuurder	10 00

(*k*) (i) Werktuigkundige:

	R c
Gekwalifiseer	25 00
Leerlinge:	
Eerste halfjaar ondervinding	10 00
Tweede halfjaar ondervinding	11 00
Derde halfjaar ondervinding	12 00
Vierde halfjaar ondervinding	13 00
Vyfde halfjaar ondervinding	14 00
Sesde halfjaar ondervinding	15 00
Sewende halfjaar ondervinding	17 00
Agtste halfjaar ondervinding	19 00
Negende halfjaar ondervinding	21 00
Tiende halfjaar ondervinding	23 00
Daarna	25 00

	R c
Qualified employee	13 20
Learners:	
First half-year of experience	6 00
Second half-year of experience	7 00
Third half-year of experience	8 00
Fourth half-year of experience	9 45
Fifth half-year of experience	10 70
Sixth half-year of experience	11 95
Thereafter	13 20

(*h*) Other pressers not provided for elsewhere in this clause; under-presser; machine belt fixer; maintenance assistant; layer-up; plain sewer; machine operator of a button covering, zip tacking and/or pleating machine; other checker; shaper by template and/or an employee engaged on the trubenizing of collars:

	R c
Qualified employee, except shaper by template	9 75
Qualified shaper by template	10 25
Learners:	
First half-year of experience	6 00
Second half-year of experience	6 50
Third half-year of experience	7 00
Fourth half-year of experience	7 95
Fifth half-year of experience	8 55
Sixth half-year of experience	9 15
Thereafter, all except shaper by template	9 75
Thereafter, a shaper by template	10 25

(*i*) General Worker:

	R c
Qualified employee	9 25
Learners:	
First half-year of experience	6 00
Second half-year of experience	6 50
Third half-year of experience	7 00
Fourth half-year of experience	7 75
Fifth half-year of experience	8 25
Sixth half-year of experience	8 75
Thereafter	9 25

(*j*) Other employees:

	R c
(i) Foreman	35 85
(ii) Forewoman	23 35
(iii) Supervisor	19 85
(iv) Checker	16 35
(v) Assistant to Supervisor	17 50
(vi) Artisan	42 00
(vii) Boiler attendant	10 75
(viii) Cloakroom supervisor	15 00
(ix) Despatch packer:	
Qualified	12 25
First half-year of experience	9 50
Second half-year of experience	9 95
Third half-year of experience	10 40
Fourth half-year of experience	10 85
Fifth half-year of experience	11 30
Sixth half-year of experience	11 75
Thereafter	12 25
(x) Labourer:	
As from the date of coming into operation of this Agreement	9 50
As from 1st January 1971	10 00
(xi) Driver of a delivery motor vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
does not exceed 6,000 lbs.	14 15
exceeds 6,000 lbs.	16 00
(xii) Part-time motor vehicle driver	10 00

(*k*) (i) Mechanic:

	R c
Qualified	25 00
Learner:	
First half-year of experience	10 00
Second half-year of experience	11 00
Third half-year of experience	12 00
Fourth half-year of experience	13 00
Fifth half-year of experience	14 00
Sixth half-year of experience	15 00
Seventh half-year of experience	17 00
Eighth half-year of experience	19 00
Ninth half-year of experience	21 00
Tenth half-year of experience	23 00
Thereafter	25 00

(ii) Versendingsklerk en/of fabrieksklerk:

	R c
Gekwalifiseer	17 50
Leerlinge:	
Eerste 2 halfjaar ondervinding	12 25
Tweede 2 halfjaar ondervinding	15 00
Daarna	17 50

(*l*) *Groeipleier of spanleier.*—Wanneer daar van 'n werknemer vereis word om die werksaamhede van 'n groep- of spanleier te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie subklousule bepaal, 'n bedrag gelyk aan 5 persent van sodanige loon vir gekwalifiseerdes, betaal word, met dien verstande dat sodanige bykomende bedrag nie aan die bepalings van klousule 4 (3) (*a*) van hierdie Ooreenkoms onderworpe is nie.

(*m*) (i) *Ondervoorman.*—Waar daar van 'n werknemer vereis word om die werksaamhede van 'n ondervoorman te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir gekwalifiseerdes vir 'n werknemer van sy klas soos in hierdie klousule bepaal, 'n bedrag gelyk aan 5 persent van sodanige loon vir gekwalifiseerdes betaal word, met dien verstande dat sodanige bykomende bedrag nie aan die bepalings van klousule 4 (3) (*a*) van hierdie Ooreenkoms onderworpe is nie.

(ii) *Prototipemaker-masjienwerker.*—Wanneer daar van 'n werknemer vereis word om die werk van 'n prototipemaker-masjienwerker te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde naaimasjienwerker soos in hierdie klousule bepaal, 'n bykomende bedrag gelyk aan 10 persent van sodanige loon vir gekwalifiseerdes betaal word, met dien verstande dat sodanige bykomende bedrag nie aan die bepalings van klousule 4 (3) (*a*) van hierdie Ooreenkoms onderworpe is nie.

(2) Behoudens die bepalings van subklousule (3) (*a*) en (4) van hierdie klousule en van klousules 6 en 7 moet ondergenoemde minimum lone per week betaal word aan ondergenoemde klasse werknemers wat 24 maande ondervinding vir 'n werknemer van sy klas op 30 November 1956 voltooi het, en die volle tydperk van ondervinding, voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas, op 30 November 1965:

	R c
(*n*) Werknemers van die klas bedoel in subklousule 4 (1) (*a*)	40 85
(*o*) Werknemers van die klas bedoel in subklousule 4 (1) (*b*)	33 85
(*p*) Werknemers van die klas bedoel in subklousule 4 (1) (*c*)	20 60
(*q*) (i) Werknemers van die klas bedoel in subklousule 4 (1) (*d*) (1)	33 85
(ii) Werknemers van die klas bedoel in subklousule 4 (1) (*d*) (2)	18 85
(*r*) Werknemers van die klas bedoel in subklousule 4 (1) (*e*)	15 00
(*s*) Werknemers van die klas bedoel in subklousule 4 (1) (*f*)	19 10

(3) (*a*) Behalwe soos bepaal in subklousule (3) (*b*) en (*c*) en subklousule (4) van hierdie klousule, kan niks in hierdie Ooreenkoms die loon van 'n werknemer in die Nywerheid verminder nie; voorts met dien verstande dat 'n werknemer wat 'n loon ontvang gelyk aan of meer as die voorgeskrewe totale loon vir gekwalifiseerdes bedoel in subparagrawe (*j*) (ix) en (*k*) wat betaal was op 1 Januarie 1969 of op datum van indiensneming daarna, maar vóór 1 Junie 1969, en in die geval van 'n werknemer wat 'n loon ontvang gelyk aan of meer as die voorgeskrewe totale loon bedoel in subparagrawe (*j*) (v) tot (viii) en (*j*) (x) en (*j*) (xi) wat betaal was op 1 Januarie 1969 of op datum van indiensneming daarna, maar vóór 1 Junie 1969, geregtig is op 'n bykomende bedrag, as verhoging, gelyk aan 5 persent van sy loon wat betaal was op 1 Januarie 1969, maar hoogstens 75c benewens sodanige werklike totale loon, en sodanige bykomende bedrag plus die werklike totale bedrag wat betaal was op 1 Januarie 1969 of op datum van indiensneming daarna, vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, as die voorgeskrewe loon van sodanige werknemer geag moet word.

(*b*) Ondanks die bepalings van klousule 4 (3) (*a*) kan 'n werkgewer toegelaat word om op skriftelike versoek van sy werknemer en met die goedkeuring van die Raad wat vooraf verkry is, sy werknemer 'n loon te betaal wat minstens so groot is as die voorgeskrewe minimum loon vir 'n werknemer van sy klas; met dien verstande dat wanneer hy sy werkgewer se diens verlaat die werknemer, by kennisgewing aan die Raad, na sy werklike loon kan terugkeer.

(*c*) Ondanks die bepalings van klousule 4 (3) (*a*) en (*b*) mag 'n werkgewer 'n werknemer wat vir 'n tydperk van minstens 13 weke werkloos was, in diens neem teen 'n loon waaroor sodanige werkgewer en werknemer ooreenkom; met dien verstande dat—

(i) die ooreengekome loon minstens so groot moet wees as die loon voorgeskryf vir 'n werknemer van sy klas;

(ii) Despatch clerk and/or factory clerk:

	R c
Qualified	17 50
Learner:	
First two half-years of experience	12 25
Second two half-years of experience	15 00
Thereafter	17 50

(*l*) *Set leader or team leader.*—Any employee when called upon to perform the duties of a set or team leader shall, whilst so employed, be paid in addition to the qualified wage for an employee of his class as provided for in this clause an amount equal to 5 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (3) (*a*) of this Agreement.

(*m*) (i) *Chargehand.*—Any employee when called upon to perform the duties of a chargehand shall, whilst so employed, be paid in addition to the qualified wage for an employee of his class as provided for in this clause an amount equal to 5 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (3) (*a*) of this Agreement.

(ii) *Sample machinist.*—Any employee when called upon to perform the duties of a sample machinist shall, whilst so employed, be paid in addition to the qualified wage for a sewing machinist as provided for in this clause an additional amount equal to 10 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (3) (*a*) of this Agreement.

(2) Subject to the provisions of sub-clause (3) (*a*) and (4) of this clause and of clauses 6 and 7, the following minimum wages shall be paid per week to the undermentioned classes of employees who had completed 24 months' experience for an employee of his class as at 30th November, 1956, and the full period of experience laid down for a qualified employee of his class as at 30th November, 1965:

	R c
(*n*) Employees of the class referred to in sub-clause 4 (1) (*a*)	40 85
(*o*) Employees of the class referred to in sub-clause 4 (1) (*b*)	33 85
(*p*) Employees of the class referred to in sub-clause 4 (1) (*c*)	20 60
(*q*) (i) Employees of the class referred to in sub-clause 4 (1) (*d*) (1)	33 85
(ii) Employees of the class referred to in sub-clause 4 (1) (*d*) (2)	18 85
(*r*) Employees of the class referred to in sub-clause 4 (1) (*e*)	15 00
(*s*) Employees of the class referred to in sub-clause 4 (1) (*f*)	19 10

(3) (*a*) Save as provided in sub-clause (3) (*b*) and (*c*) and sub-clause (4) of this clause nothing in this Agreement shall operate to reduce the wage of an employee in the Industry; provided further that an employee in receipt of a wage equal to or exceeding the prescribed qualified total wage referred to in sub-paragraphs (*j*) (ix) and (*k*) as at the 1st January, 1969, or on date of engagement thereafter but before 1st June, 1969, and in the case of an employee in receipt of a wage equal to or exceeding the prescribed total wage referred to in sub-paragraphs (*j*) (v) to (viii) and (*j*) (x) and (*j*) (xi) as at the 1st January, 1969, or on date of engagement thereafter, but before 1st June, 1969, shall be entitled to receive as an increase an additional amount equal to 5 per cent of his wage as at 1st January, 1969, but not exceeding 75 cents in addition to such actual total wage and such additional amount plus the actual total wage paid on the 1st January, 1969, or on date of engagement thereafter, shall from the date of coming into operation of this Agreement be regarded as the prescribed wage of such employee.

(*b*) Notwithstanding the provisions of clause 4 (3) (*a*) an employer may be permitted, upon the written request of his employee and with the prior approval of the Council, to pay his employee a wage which is not less than the minimum prescribed wage for an employee of his class; provided that on leaving his employer's service the employee may revert to his actual wage by notifying the Council.

(*c*) Notwithstanding the provisions of clause 4 (3) (*a*) and (*b*) an employer may employ an employee who has been unemployed for a period of not less than 13 weeks at a wage agreed upon between such employer and employee: Provided that—

(i) the agreed wage shall be not less than the prescribed wage for an employee of his class;

(ii) aansoek gedurende die eerste vyf werkdae van sodanige werknemer se diens by die Raad gedoen word om goedkeuring van die ooreengekome loon;

en voorts met dien verstande dat—

(iii) die ooreengekome loon die loon moet wees wat verskuldig is aan sodanige werknemer totdat die werkgewer deur die Raad verwittig word dat die aansoek toegestaan of geweier is.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet 'n werknemer wat oorgeplaas word na 'n beroep in die Nywerheid waarvoor 'n hoër loon voorgeskryf is en waarin hy nie voorheen werksaam was nie, steeds die loon wat voor sodanige indiensneming of oorplasing aan hom betaalbaar was, ontvang totdat sy ondervinding in die nuwe beroep hom op 'n verhoging geregtig maak. Op elke betaaldag in die betrokke halfjaar daarna moet hy 'n loon ontvang van minstens die eersvolgende hoër bedrag as die loon wat hy ontvang het soos bepaal in subklousule (1) betreffende sy nuwe beroep; op die eerste betaaldag van daardie halfjaar word sodanige werknemer, uitsluitlik vir die doel om sy loon te bepaal, geag 'n leerling te wees wat net begin werk met slegs daardie tydperk van ondervinding wat hom in staat sou stel om dieselfde loon te verdien; met dien verstande dat 'n werknemer in diens as 'n afwerker, ryger, gewone naaldwerker, perser, onderperser en/of algemene werker wat na die klas naaimasjienwerker oorgeplaas word, 'n loon moet ontvang wat minstens so groot is as dié voorgeskryf in die tweede kerf vir die naaimasjienwerker. Indien so 'n werknemer na sy vorige beroep terugkeer, moet sy totale ondervinding weer eens as sy ondervinding geag word, en mag sy loon nie minder wees nie as wat hy in daardie beroep ontvang het.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die verhoging waarop 'n leerling kragtens subklousule (1) van hierdie klousule geregtig mag word op die eerste betaaldag van elke halfjaar betaal word op grondslag van die leerling se ondervinding op die laaste werkdag van die vorige halfjaar.

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die beginloon van 'n werknemer wat ondervinding slegs van kleremakery-op-maat opgedoen het, ná 'n proeftyd van hoogstens twee weke, deur die betrokke werkgewer en werknemer in oorleg met die Raad vasgestel word. Dié werknemer word dan geag 'n leerling te wees wat net begin met slegs daardie tydperk van ondervinding wat hom in staat kan stel om die loon te verdien waaroor die werkgewer, die werknemer en die Raad ooreengekom het.

Klousule 5 (Bonusskemas, taakwerk en stukwerk)

(1) Geen werknemer mag in enige bedryfsinrigting taakwerk of stukwerk verrig nie; met dien verstande dat 'n werkgewer met een of meer van sy werknemers kan ooreenkom dat bonusse betaal word vir enige werk wat sodanige werknemer of werknemers bo en behalwe die gewone dag of week se werk verrig, nadat die werkgewer en die werknemer of werknemers ooreenkomstig klousule 9 onderling oor die gewone dag of week se werk ooreengekom het, en met dien verstande dat sodanige bonusstelsel, 'n werknemer in staat moet stel om 'n bonus te verdien wat minstens 10 persent van die betrokke voorgeskrewe loon vir 'n werknemer van sy klas bedra.

(2) 'n Werkgewer wat 'n bonusstelsel in sy inrigting wil instel of wysigings aanbring in een wat reeds in werking is, moet, voor die instelling of wysiging daarvan, ondergenoemde inligting aan die Sekretaris van die Raad verstrek en die Raad se goedkeuring vir sodanige stelsel of wysiging verkry, en geen bonusstelsel mag sonder om eers die Raad se goedkeuring te verkry, ingestel of gewysig word nie:

(*a*) Die skaal van die bonus en die metode om die bedrag wat as bonus betaalbaar is, te bereken;

(*b*) die tydperk ten opsigte waarvan die bonus van tyd tot tyd bereken word;

(*c*) die dag waarop die bedrag van die bonus wat deur 'n werknemer gedurende elke sodanige tydperk verdien is, betaalbaar is.

(3) Die bepalings van subklousule (2) hiervan mag dit nie vir 'n werkgewer onwettig maak om voort te gaan om 'n bonusstelsel, waarvan hy die Raad kragtens 'n vorige ooreenkoms vir die Nywerheid in kennis gestel het, in stand te hou nie.

Klousule 6 (Korttyd)

(1) As korttyd in 'n inrigting ingevoer is of ingevoer word, moet 'n werknemer van wie nie vereis word om op enige dag te werk nie, kennis van die feit gegee word voor of op die ophoutyd op die werkdag voor die dag waarop sy dienste nie nodig is nie.

(2) 'n Werknemer wat op enige dag in die inrigting aanwesig is, moet minstens vier uur lank werk of in plaas daarvan besoldig word, tensy hy kragtens subklousule (1) van hierdie klousule in kennis gestel is dat sy dienste op sodanige dag nie nodig sal wees nie.

(ii) application to the Council for the approval of the agreed wage be made during the first five working days of such employee's service;

and provided further that—

(iii) the agreed wage shall be the wage due to such employee until the employer has been notified by the Council that the application has been granted or refused.

(4) Notwithstanding anything to the contrary contained in this Agreement an employee who is transferred to an occupation in the Industry for which a higher wage is prescribed and in which he was not previously employed shall continue to receive his wage prior to such employment or transfer until his experience in the new occupation entitles him to an increase. On each pay day in the relevant half-year thereafter, he shall receive a wage of not less than the wage next higher than the wage he was receiving as laid down in sub-clause (1) relating to his new occupation; on the first pay day of that half-year such employee shall solely for the purpose of calculating his wages, be deemed to be a learner starting with only that period of experience which would enable him to earn the same wage; provided that an employee employed as a finisher, baster, plain sewer, presser, underpresser and/or general worker who is transferred to the class of sewing machinist shall receive a wage not less than that prescribed in the second notch for the sewing machinist. Should such an employee revert to his previous occupation, his total experience shall again be regarded as his experience, and his wage shall not be less than that which he received in that occupation.

(5) Notwithstanding anything to the contrary contained in this Agreement, the increase to which a learner may become entitled in terms of sub-clause (1) of this clause shall be paid on the first pay day of each half-year, on the basis of the learner's experience on the last working day of the previous half-year.

(6) Notwithstanding anything to the contrary contained in this Agreement, the commencing wage of an employee who has had only bespoke dressmaking experience shall be determined, after a trial period not exceeding two weeks, by the employer and employee concerned in conjunction with the Council. That employee shall then be deemed to be a learner starting with only that period of experience which could enable him to earn the wage agreed to by the employer, the employee and the Council.

Clause 5 (Bonus Schemes, Task-work and Piece-work)

(1) No employee shall be employed on task-work or piece-work in any establishment; provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work subject to Clause 9 having been mutually agreed upon between the employer and the employee or employees, and provided that such bonus system shall enable an employee to earn a bonus amounting to at least ten per cent of the relative prescribed wage for an employee of his class.

(2) Any employer who wishes to introduce a bonus system in his establishment or to effect alterations in one already operating, shall, prior to the introduction or alteration thereof, furnish the undermentioned information to the Secretary of the Council and obtain the Council's approval of such system or alteration and no bonus system shall be introduced or altered without the Council's prior approval—

(*a*) the rate of the bonus and the method of calculating the amount payable as a bonus;

(*b*) the period in respect of which the bonus is calculated from time to time;

(*c*) the day upon which the amount of the bonus earned by an employee during each such period is payable.

(3) The provisions of sub-clause (2) hereof shall not have the effect of rendering it unlawful for any employer to continue to operate a bonus system of which he has notified the Council under any previous agreement for the Industry.

Clause 6 (Short-time)

(1) Where short-time has been or is being introduced in any establishment, an employee who is not required to work on any day must be given notice of that fact not later than closing time of the working day prior to the day on which his services are not required.

(2) An employee who attends the establishment on any day shall, unless he has received notice in terms of sub-clause (1) of this clause that his services will not be required on such day, be employed for at least four hours or be paid wages in lieu thereof.

(3) Indien daar nie voltyds in 'n inrigting gewerk word nie, moet die werk gelykop tussen die werknemers in elkeen van die betrokke seksies of afdelings verdeel word.

(4) Op of voor die eerste dag waarop korttyd gewerk word, moet die werkgewer, ingeval die korttyd langer as vyf opeenvolgende dae duur, of op die vyfde dag van die korttyd ingeval die korttyd korter as tydperke van vyf opeenvolgende dae geduur het, 'n staat in die vorm van Aanhangsel E stuur aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg.

KLOUSULE 7 (BETALING VAN BEDRAE AAN WERKNEMERS VERSKULDIG)

(1) Behoudens die bepalings van subklousule (5) van klousule 14 van hierdie Ooreenkoms moet lone en ander bedrae wat aan werknemers verskuldig is, weekliks gedurende werkure op Vrydag in kontant betaal word; met dien verstande dat as 'n werknemer se dienste op 'n ander dag as 'n Vrydag eindig, enige bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word; en voorts met dien verstande dat as die werknemer korttyd werk, of die gewone betaaldag 'n vakansiedag is, besoldiging kragtens hierdie subklousule moet geskied voordat die werknemer vir die week ophou werk.

(2) Geen aftrekking van watter aard ook al, mag van bedrae wat aan 'n werknemer verskuldig is, gemaak word nie; met dien verstande dat—

(*a*) indien 'n werknemer van die werk afwesig is, maar nie op versoek of op las van sy werkgewer nie, 'n eweredige bedrag vir werklik verlore tyd, van sy totale besoldiging afgetrek mag word;

(*b*) behoudens die bepalings van klousule 6 (1) van hierdie Ooreenkoms, waar korttyd ingevoer is, die werknemer besoldig kan word vir die tyd wat hy werklik gewerk het;

(*c*) behoudens die bepalings van klousule 13 van hierdie Ooreenkoms in gevalle waar 'n werkgewer 'n inrigting gedurende die maand Desember en/of Januarie vir 'n tydperk van hoogstens vier weke weens die vakansiereses sluit, die werkgewer nie verplig moet wees om lone vir verlore tyd te betaal nie;

(*d*) wanneer 'n werkgewer tee aan 'n werknemer verskaf, hy 7 sent per week van sy loon mag aftrek;

(*e*) met die toestemming van die werknemer, aftrekkings deur die werkgewer gemaak kan word vir versekerings- of pensioenfondse of vir kunstande of ander tandheelkundige werk waarvoor andersins geen voorsiening gemaak is nie;

(*f*) bydraes tot die fondse van die Raad kragtens klousule 20 van hierdie Ooreenkoms afgetrek moet word;

(*g*) bydraes tot die Mediese Hulpvereniging kragtens die bepalings van klousule 21 van hierdie Ooreenkoms afgetrek moet word;

(*h*) die koste van skêre wat aan werknemers verskaf word, ingevolge die bepalings van klousule 16 van hierdie Ooreenkoms afgetrek mag word;

(*i*) indien daar weens stilstand van masjinerie geen werk vir 'n werknemer is nie, aftrekkings deur die werkgewer van die loon van sodanige werknemer slegs vir verlore tyd bo twee uur gemaak mag word;

(*j*) enige bedrag afgetrek kan word wat 'n werkgewer ten behoewe van 'n werknemer ter nakoming van 'n wet of hofbevel betaal;

(*k*) met die skriftelike toestemming van 'n werknemer, aftrekkings gemaak kan word van lone en/of verlofbesoldiging vir bedrae wat aan die werkgewer verskuldig is ten opsigte van geld wat deur die werknemer van die werkgewer geleen of van goedere wat deur hom van die werkgewer gekoop is met dien verstande dat die bedrae aldus afgetrek ten opsigte van sulke goed gekoop, nie een derde mag oorskry van die bedrag wat aan die werknemer as loon of verlofbesoldiging verskuldig is nie;

(*l*) bydraes tot die Slaptetydfonds kragtens klousule 22 van hierdie Ooreenkoms afgetrek mag word.

(*m*) bydraes tot die Raad se Voorsorgfonds;

(*n*) 'n werkgewer, met die toesteming van sy werknemer, bydraes tot die fondse van die vakvereniging mag aftrek;

(*o*) bydraes tot die Opleidingsfonds kragtens klousule 32 van hierdie Ooreenkoms afgetrek mag word.

(3) Alle betalings aan werknemers moet gedoen word in verseëlde koeverte wat deur die werknemers bewaar moet word en wat die volgende besonderhede op die omslag moet toon:

Naam en fabrieksnommer van werknemer, basiese loon, lewenskostetoelae, getal ure gewerk, bedrag verdien vir die tyd gewerk, bedrag aan bonusse verdien, bedrag van verlofbesoldiging (as daar is), besonderhede van alle aftrekkings van sodanige bedrag, die bedrag wat in die koevert is en die week ten opsigte waarvan lone betaal word.

(3) Where full-time is not being worked in any establishment, the work shall be distributed evenly amongst the employees in each of the sections or departments concerned.

(4) Every employer shall, not later than the first day on which short-time is worked, in case the short-time is for longer than five consecutive days duration, or on the fifth day of short-time, in case the short-time was worked for periods of less than five consecutive days, forward to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, a statement in the form of Annexure E.

CLAUSE 7 (PAYMENTS OF AMOUNTS DUE TO EMPLOYEES)

(1) Subject to the provisions of sub-clause (5) of clause 14 of this Agreement, wages and other amounts due to employees shall be paid in cash weekly, during working hours on Friday; provided that where an employee's services terminate on a day other than a Friday, any amounts due to him shall be paid immediately upon such termination and provided further that when an employee is working short-time or the ordinary pay day is a holiday, payment in terms of this sub-clause shall be made before the employee finishes work for the week.

(2) No deduction of any description shall be made from amounts due to an employee except as provided below:

(*a*) Where an employee is absent from work other than at the request of or on the instruction of the employer a *pro rata* amount for the actual time lost may be deducted from his total remuneration;

(*b*) Subject to the provisions of Clause 6 (1) of this Agreement, where short-time has been introduced, the employee may be paid for the actual time worked;

(*c*) Subject to the provisions of Clause 13 of this Agreement, where an employer closes an establishment during the months of December and/or January due to holiday recess, for a period not exceeding four weeks, the employer shall not be obliged to pay wages for the time lost;

(*d*) Where an employer supplies an employee with tea, he may deduct seven cents per week from his wages;

(*e*) With the consent of the employee, deductions may be made by an employer for insurance or pension funds, or for dental plates and other dental work not otherwise provided for;

(*f*) Contributions to Council funds shall be deducted in terms of Clause 20 of this Agreement;

(*g*) Contributions to the Medical Aid Society shall be deducted in terms of Clause 21 of this Agreement;

(*h*) The cost of scissors supplied to employees may be deducted in terms of Clause 16 of this Agreement;

(*i*) If, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wages of such employee only for the time lost in excess of two hours;

(*j*) Any amount paid by an employer on behalf of an employee in order to comply with any law or order of Court, may be deducted;

(*k*) With the written consent of an employee, deductions may be made from wages and/or holiday pay for amounts owing to an employer in respect of money borrowed and in respect of goods purchased by the employee from the employer; provided that the amounts so deducted in respect of such goods purchased shall not exceed one-third of the amount due to the employee as wages or holiday pay;

(*l*) Contributions to the Slack Pay Fund shall be deducted in terms of Clause 22 of this Agreement;

(*m*) Contributions to the Council's Provident Fund;

(*n*) An employer may, with the written consent of his employee, deduct contributions to the funds of the trade union;

(*o*) Contributions to the Training Fund shall be deducted in terms of Clause 32 of this Agreement.

(3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall carry on the cover or shall contain the following information:

Name and factory, number of the employee, the weekly wage, number of hours worked, amount earned for the time worked, amount of any bonuses earned, amount of holiday pay (if any), details of all deductions made from such amount, the amount contained in the envelope and the week in respect of which wages are paid.

(4) Besonderhede van alle aftrekkings wat gemaak word, moet in die loonregister verskyn.

KLOUSULE 8 (GETALSVERHOUDING VAN WERKNEMERS)

'n Werkgewer mag nie 'n ongekwalifiseerde werknemer in diens neem nie tensy hy 'n gekwalifiseerde werknemer in sy diens het, en vir elke gekwalifiseerde werknemer mag hy nie meer as twee ongekwalifiseerde werknemers in diens hê nie, met dien verstande dat vir die doel van hierdie klousule 'n ongekwalifiseerde werknemer wat minstens die totale loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer beskou moet word; voorts met dien verstande dat werknemers, vir wie 'n eenvormige loonskaal voorgeskryf word, nie vir die toepassing van hierdie klousule ingesluit moet word nie.

KLOUSULE 9 (WERKURE)

(1) Geen werkgewer mag van 'n werknemer, uitgesonderd 'n werknemer bedoel in subklousules (5) en (6), vereis of hom toelaat om soos volg te werk nie:

(*a*) Meer as 40 uur, uitgesonderd etensure, in enige enkele week; of

(*b*) meer as vyf dae in enige enkele week;

(*c*) op Saterdae of Sondae;

(*d*) meer as agt uur, uitgesonderd etensure, op enige enkele dag;

(*e*) voor 7.30 vm. of later as 4.45 nm. of gedurende die rustye in subklousule (3) van hierdie klousule bepaal, of tussen 12.30 nm. en 1.30 nm. op enige dag van Maandag tot en met Vrydag;

(*f*) meer as vyf uur sonder 'n maaltyd van minstens 1 uur;

behalwe ingevolge die bepalings van klousule 10 van hierdie Ooreenkoms.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule kan 'n werkgewer, behoudens die bepalings van artikel 10, sy werknemer verplig of toelaat om oortyd te werk; met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om oortyd soos volg te werk nie:

(*a*) Meer as twee uur op 'n werkdag;

(*b*) op meer as drie agtereenvolgende dae;

(*c*) meer as tien uur in 'n kalenderweek;

(*d*) op meer as 60 dae in 'n jaar;

(*e*) ná voltooiing van haar gewone werkure, meer as een uur op 'n dag, tensy hy—

(i) die werknemer vóór middag daarvan in kennis gestel het; of

(ii) die werknemer van 'n toereikende ete voorsien het voordat sy met oortydwerk moet begin; of

(iii) die werknemer betyds 'n toelae van 15c betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk gaan begin.

(3) Rustye van minstens tien minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word en wel nie later as twee uur ná die aanvang van die oggendwerktydperk nie, en so na as doenlik aan die middel van die namiddagwerktydperk en dié rustye moet as tyd gewerk beskou word. Die nodige gerei en kookwater om tee te maak, moet deur die werkgewer verskaf en tot beskikking van die werknemers aan die begin van elke rustyd gestel word, asook om 12.30 nm. op elke dag van Maandag tot en met Vrydag.

(4) Bo en behalwe die rustye wat in subklousule (3) van hierdie klousule vasgestel is, moet 'n rustyd van vyf minute, wat as werktyd beskou moet word, na voltooiing van elke uur se werk aan werknemers toegestaan word wat by 'n bandvervoertoestel in diens is.

(5) Geen werkgewer mag van 'n ketelbediener vereis of hom toelaat om soos volg te werk nie:

(*a*) Meer as 46 uur, uitgesonderd maaltye, in 'n week; of

(*b*) meer as 5 dae in 'n week;

(*c*) meer as 9 uur en 15 minute, uitgesonderd maaltye, op 'n dag;

(*d*) gedurende die ruspouses wat in hierdie klousule bepaal word;

(*e*) meer as 5 uur sonder 'n maaltyd van minstens 1 uur;

behalwe ingevolge die bepalings van klousule 10 van hierdie Ooreenkoms.

(6) Geen werkgewer mag van 'n bestuurder van 'n aflewerings-motorvoertuig of van 'n versendingsverpakker vereis of hom toelaat om soos volg te werk nie:

(*a*) Meer as 43 en 'n halfuur, uitgesonderd maaltye, in 'n week tot 31 Desember 1970 en meer as 43 uur in 'n week, uitgesonderd maaltye, vanaf 1 Januarie 1971; of

(4) Particulars of all deductions made shall be entered in the wage register.

CLAUSE 8 (PROPORTION OR RATIO OF EMPLOYEES)

An employer shall not employ an unqualified employee unless he has in his employ a qualified employee and for each qualified employee not more than two unqualified employees shall be employed; provided that for the purpose of this clause an unqualified employee receiving not less than the total wage of a qualified employee of his class shall be reckoned as a qualified employee, provided further that employees, for whom a flat rate of payment is prescribed, shall not be included for the purposes of this clause.

CLAUSE 9 (HOURS OF WORK)

(1) No employer shall require or permit an employee other than an employee referred to in sub-clauses (5) and (6)—

(*a*) to work for more than 40 hours, excluding meal times in any one week; or

(*b*) to work for more than five days in any one week;

(*c*) to work on Saturdays or Sundays;

(*d*) to work for more than 8 hours, excluding meal times, on any one day;

(*e*) to work before 7.30 a.m. or later than 4.45 p.m. or during the rest intervals provided in sub-clause (3) of this clause or between 12.30 p.m. and 1.30 p.m. on any day from Monday to Friday inclusive;

(*f*) to work for longer than five hours without a meal time of at least one hour;

except in accordance with the provisions of Clause 10 of this Agreement.

(2) Notwithstanding the provisions of sub-clause (1) of this clause, an employer may require or permit an employee to work overtime, subject to the provisions of Clause 10 provided that no employer shall require or permit a female employee to work overtime—

(*a*) for more than two hours on any working day;

(*b*) on more than three consecutive days;

(*c*) for more than ten hours in any calendar week;

(*d*) on more than sixty days in any year;

(*e*) after completion of her ordinary working hours, for more than one hour on any day, unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of fifteen cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Rest intervals of not less than ten minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as nearly as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available for the employees at the commencement of each rest interval and also at 12.30 p.m. every day from Monday to Friday inclusive.

(4) In addition to the rest intervals stipulated in sub-clause (3) of this clause, the employees engaged on work on a conveyor belt system shall be given a rest interval of five minutes, which shall be regarded as time worked, after the completion of each hour's work.

(5) No employer shall require or permit a boiler attendant—

(*a*) to work for more than 46 hours, excluding meal times, in any one week; or

(*b*) to work for more than five days in any one week;

(*c*) to work for more than 9 hours and 15 minutes, excluding meal times, on any one day;

(*d*) to work during the rest intervals provided in this clause;

(*e*) to work for longer than five hours without a meal time of at least one hour;

except in accordance with the provisions of Clause 10 of this Agreement.

(6) No employer shall require or permit a driver of a delivery motor vehicle or a despatch packer—

(*a*) to work for more than 43½ hours, excluding meal times, in any one week until 31st December, 1970, and to work for more than 43 hours in any one week, excluding meal times, from the 1st January, 1971; or

(*b*) meer as 5 dae in 'n week;

(*c*) op Saterdae of Sondae;

(*d*) meer as 9 uur, uitgesonderd maaltye, op 'n dag;

(*e*) gedurende die ruspouses wat in hierdie klousule bepaal word;

(*f*) meer as 5 uur sonder 'n maaltyd van minstens 1 uur;

behalwe ingevolge die bepalings van subklousule (7) van hierdie klousule en klousule 10 van hierdie Ooreenkoms.

(7) Ondanks die bepalings van subklousule (6) kan van 'n werknemer wat minder as die voorgeskrewe weeklikse ure gedurende enige tydperk bereken vanaf Maandag tot Vrydag, in 'n week gewerk het, vereis word om die oorblywende ure op die Saterdag van dié week te werk, net met dien verstande dat daar nie van hom vereis mag word om meer as 5 uur op die Saterdag te werk nie.

KLOUSULE 10 (OORTYD- EN SONDAGWERK)

(1) Oortyd, dit wil sê tyd gewerk benewens die ure wat in klousule 9 (1) (*a*) en (*d*), 9 (5) (*a*) en (*c*), 9 (6) (*a*) en (*d*) en 9 (7) van hierdie Ooreenkoms voorgeskryf is, mag nie sonder die skriftelike toestemming van die Raad gewerk word nie.

(2) (*a*) Besoldiging vir oortydwerk moet teen die volgende minimum skaal geskied: Teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur aldus van Maandag tot Saterdag gewerk.

(*b*) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer òf—

(*aa*) dié werknemer soos volg betaal:

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

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

(*bb*) die werknemer 'n besoldiging betaal van minstens een en een derde maal sy gewone besoldiging ten opsigte van die totale tydperk op die Sondag gewerk en hom binne sewe dae vanaf die Sondag een dag vakansie verleen en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op die vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Van geen werknemer mag vereis word om sonder sy toestemming oortyd te werk nie.

(4) Geen werknemer mag ontslaan of in sy werk benadeel word omrede sy weiering om oortyd te werk nie.

(5) Van geen vroulike werknemer mag vereis of mag sy toegelaat word om oortyd tussen 6 nm. en 6 vm. te werk nie.

(6) Ondanks die bepalings van hierdie klousule, kan 'n werkgewer, ten einde tyd in te haal wat verloor is omdat daar nie op 'n openbare vakansiedag (uitgesonderd dié genoem in klousule 13 van hierdie Ooreenkoms) gewerk is nie, sy werknemers toelaat om op enige dag, uitgesonderd 'n Sondag, voor of na die openbare vakansiedag oortyd teen gewone loonskale te werk; met dien verstande dat die goedkeuring van die Raad vooraf verkry word.

KLOUSULE 11 (BUITEWERK)

Geen werkgewer in die Nywerheid mag werk vir vervaardiging uitgee nie, uitgesonderd in 'n fabriek wat geregistreer is kragtens klousule 12 van hierdie Ooreenkoms; ook mag hy nie van 'n werknemer vereis of hom toelaat om in die Klerasienywerheid te werk nie, behalwe in 'n inrigting wat deur die werkgewer verskaf, toegerus, onderhou en beheer word.

KLOUSULE 12 (REGISTRASIE VAN FABRIEK)

Elke okkupeerder van 'n fabriek waarin enige werksaamhede in verband met die Klerasienywerheid uitgevoer word, moet binne een maand van die datum af waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge 'n vorige Ooreenkoms gedoen het nie, en elke persoon wat 'n werkgewer na dié datum word, moet binne een maand van die datum af waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die persele waar sodanige fabriek geleë is, die naam of name van die okkupeerder en/of vennote van die besigheid, of, indien dit 'n maatskappy met beperkte

(*b*) to work for more than five days in any one week;

(*c*) to work on Saturdays or Sundays;

(*d*) to work for more than 9 hours, excluding meal times, on any one day;

(*e*) to work during the rest intervals provided for in this clause;

(*f*) to work for longer than five hours without a meal time of at least one hour;

except in accordance with the provisions of sub-clause (7) of this clause and clause 10 of this Agreement.

(7) Notwithstanding the provisions of sub-clause (6), an employee who has worked less than the prescribed weekly hours during any period calculated from Monday to Friday in any week may be required to work the remaining hours on the Saturday of such week, provided only that he shall not be required to work more than five hours on such Saturday.

CLAUSE 10 (OVERTIME AND SUNDAY WORK)

(1) Overtime, that is time worked in excess of the hours prescribed in Clause 9 (1) (*a*) and (*d*), 9 (5) (*a*) and (*c*), 9 (6) (*a*) and (*d*) and 9 (7) of this Agreement, may not be worked except with the written permission of the Council.

(2) (*a*) Payment for overtime worked shall be made at the following minimum rate: At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked from Monday to Saturday.

(*b*) Whenever an employee works on a Sunday, his employer shall either—

(*aa*) 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 weekday; or

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

(*bb*) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he has on such holiday worked his average ordinary working hours for that day of the week.

(3) No employee shall be required to work overtime without his consent.

(4) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(5) No female shall be required or permitted to work overtime between the hours of 6 p.m. and 6 a.m.

(6) Notwithstanding the provisions of this clause, an employer may, in order to make up time lost through not working on a public holiday (other than those referred to in Clause 13 of this Agreement), permit his employees to work overtime on any day except on a Sunday, prior or subsequent to such public holiday at ordinary rates of pay provided that permission has previously been obtained from the Council.

CLAUSE 11 (OUTWORK)

No employer in the Industry shall give out work to be manufactured except in a factory registered in terms of Clause 12 of this Agreement, nor shall he require or permit any employee to perform any work in the Clothing Industry other than in an establishment provided, equipped, maintained and controlled by the employer.

CLAUSE 12 (REGISTRATION OF FACTORY)

Every occupier of a factory in which any operations in the Clothing Industry are carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify the Secretary of the Council in writing of the address of the premises in which such factory is located, the name(s) of the occupier and/or partners of the concern, or,

aanspreeklikheid is, die name van die sekretaris en direkteure. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat, deur hom onderteken, aan die okkupeerder uitreik. Geen vervaardiging van klerasie mag elders geskied as in 'n fabriek wat ingevolge hierdie klousule geregistreer is nie. In die geval van 'n verandering in die personeel van die vennootskap of firma, of verandering van adres van die fabriek of die oordrag of opgee daarvan, moet die Sekretaris van die Raad binne twee weke van die datum van die verandering of veranderings in kennis gestel word.

KLOUSULE 13 (VAKANSIEVERLOF)

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet elke werkgewer elke jaar gedurende die maand Desember en voor of op die 24ste van dié maand, aan elkeen van sy werknemers wat vanaf enige datum voor die eerste dag van Februarie van dieselfde jaar in sy diens was en wie se dienste nie voor 1 Desember beëindig is nie, drie weke vakansieverlof met volle besoldiging gee; met dien verstande dat vakansiebesoldiging kragtens subklousule (2) van hierdie klousule aan 'n werknemer betaal moet word wat gedurende enige jaar vir 'n aaneenlopende tydperk van 12 weke of langer van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subklousule verskuldig is, moet deur die werkgewer voor of op die werknemer se laaste werkdag voor die aanvang van die tydperk van vakansieverlof betaal word.

(2) 'n Werknemer—

(*a*) wat op of na 1 Februarie in enige jaar by 'n werkgewer begin werk het; of

(*b*) wat vóór 1 Februarie in enige jaar by 'n werkgewer begin werk het en wie se diens voor 1 Desember van dieselfde jaar geëindig het;

moet, indien sy dienskontrak met dieselfde werkgewer vir 'n tydperk van minstens vier weke in dié jaar geduur het, 'n bedrag in plaas van vakansieverlof vir daardie jaar betaal word gelyk aan 6% van die som van die bedrae wat hy ontvang het ten opsigte van sodanige diens, met uitsondering van enige bedrae wat hy ontvang het as bonus ingevolge klousule 5, of as oortyd ingevolge klousule 10 van hierdie Ooreenkoms. Die vakansiebesoldiging wat ingevolge hierdie klousule verskuldig is, moet voor of op die laaste werkdag van daardie jaar deur die werkgewer betaal word of, indien die werknemer se diens voor daardie dag eindig, op dié dag waarop hy die werkgewer se diens verlaat.

(3) By die berekening van die bedrag waarop die 6%-verlofbesoldiging kragtens subklousule (2) van hierdie klousule vasgestel moet word, word die uitdrukking „diens" geag enige tydperk in te sluit waarin 'n werknemer—

(*a*) militêre opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957) ondergaan;

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

(*c*) kragtens klousule 21 met siekteverlof is;

en wat in 'n jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke in paragrawe (*b*) en (*c*) bedoel, plus tot 4 maande van die militêre opleiding bedoel in paragraaf (*a*) wat hy in enige bepaalde jaar, beginnende op 1 Januarie, ondergaan het.

(4) Elke werkgewer moet Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Geloftedag en Kersdag aan elkeen van sy werknemers as vakansiedae met besoldiging gee, en op hierdie vyf dae mag geen werkgewer 'n werknemer laat werk en mag geen werknemer werk nie, en daarbenewens moet elke werkgewer aan al sy werknemers een volle dag verlof met volle besoldiging gee op enige dag waarop werk toegelaat word, uitgesonderd 'n werkdag in Januarie, Februarie of op 1 Mei in elke kalenderjaar; met dien verstande dat die werkgewer minstens 30 dae vooraf aan die Sekretaris van die Nywerheidsraad en aan die werknemers kennis moet gee van die dag waarop sodanige verlof met betaling gegee sal word.

(5) Indien 'n werkgewer sy fabriek kragtens subklousule (1) van hierdie klousule sluit vir 'n tydperk wat Geloftedag, Kersdag of Nuwejaarsdag insluit, moet die werkgewer ten opsigte van elke sodanige dag 'n volle dag se loon aan elkeen van sy werknemers in sy diens betaal op die datum waarop hy sy fabriek aldus sluit en ook aan elke werknemer wie se dienskontrak op of na die 15de dag van November beëindig word, maar voor die datum waarop hy sy fabriek sluit; met dien verstande dat die betrokke werknemer onmiddellik voor die 15de dag van November vir 'n tydperk van minstens ses maande ononderbroke in sy werkgewer se diens was; voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word of dat hy nie om enige goeie rede wat by wet as genoegsaam erken word, op staande voet ontslaan word nie.

Met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is in gevalle waarin die werkgewer sy fabriek

if a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the occupier a registration certificate signed by him. No manufacturer of clothing shall be performed elsewhere than in a factory registered in terms of this clause. In the event of a change in the personnel of the partnership or firm or the change of address of the factory or its transfer or abandonment, the Secretary of the Council shall be notified in writing of such change or changes within two weeks from the date of the change.

CLAUSE 13 (HOLIDAY LEAVE)

(1) Every employer shall, subject to the provisions of sub-clause (2) of this clause, in the month of December of each year, and not later than the 24th of that month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before the 1st December, three weeks' holiday leave on full pay; provided that an employee who, during any year, has been absent from work for a continuous period of twelve weeks or more shall be paid holiday pay in terms of sub-clause (2) of this clause. The holiday pay due in terms of this sub-clause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) An employee—

(*a*) who commenced work with an employer on or after the 1st February in any year; or

(*b*) who commenced work with an employer before the 1st February in any year and whose employment has terminated before the 1st December of that year;

shall, if his contract of employment with the same employer has endured for a period of not less than four weeks in that year, be paid in lieu of holiday leave for that period of employment, an amount equal to 6 per cent of the aggregate of the amounts received by him in respect of such employment excluding any amounts received by him as a bonus in terms of Clause 5 or as overtime in terms of Clause 10 of this Agreement. The holiday pay due in terms of this sub-clause shall be paid by the employer not later than the last working day of that year or, if the employee's employment terminates before that day, on the day he leaves the employer's service.

(3) In computing the amount upon which the 6 per cent holiday pay is to be calculated in terms of sub-clause (2) of this clause, the expression "employment" shall be deemed to include any period during which an employee—

(*a*) undergoes military training in pursuance of the Defence Act 1957 (Act No. 44 of 1957);

(*b*) is absent from work on the instructions or at the request of the employer;

(*c*) is on sick leave in terms of Clause 21;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (*b*) and (*c*) plus up to 4 months of any period of military training referred to in paragraph (*a*) undergone in any year commencing from 1st January.

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, the Day of the Covenant and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on these five days, and in addition each employer shall grant to all of his employees a day's leave on full pay on any working day, excepting on any working day in January, February or on the 1st May, in each calendar year, provided that not less than 30 days' prior notice is given by the employer to the Secretary of the Industrial Council and to the employees of the day on which such paid leave shall be granted.

(5) In the event of an employer closing his factory, in terms of sub-clause (1) of this clause, for a period which includes the Day of the Covenant, Christmas Day or New Year's Day such employer shall pay a full day's pay in respect of each such day to each of his employees in his employ on the date he so closes his factory or to each employee whose contract of service is terminated on or after the fifteenth day of November but before the date he closes his factory; provided that the employee concerned has been in the continuous employment of his employer for a period of not less than six months immediately prior to the fifteenth day of November and provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognized by law as sufficient.

Provided that the provisions of this sub-clause shall not apply to cases where the reason for the employer closing his factory

sluit met die doel om onmiddellik werk in die nywerheid te staak nie.

(6) Vir die toepassing van hierdie klousule beteken „dag se loon" die „weekloon" gedeel deur 5.

(7) Ingeval Nuwejaarsdag, Geloftedag en Kersdag op 'n Saterdag of Sondag val, moet die werkgewer aan elkeen van sy werknemers 'n ekstra dag se loon op die eerste betaaldag ná sodanige dag betaal of wanneer besoldiging vir hierdie dae ingevolge hierdie klousule betaalbaar is, behalwe soos bepaal in subklousule (5) van hierdie klousule.

(8) (*a*) As 'n werknemer nie op Hemelvaartdag of op Republiekdag in 1971 werk nie, moet sy werkgewer hom ten opsigte van sodanige dag 'n loon wat minstens gelyk is aan sy gewone totale loon, betaal asof hy sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(*b*) Wanneer 'n werknemer op Hemelvaartdag of op Republiekdag in 1971 werk, moet sy werkgewer hom, benewens die loon waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, 'n loon wat minstens gelyk is aan sy gewone totale loon betaal ten opsigte van die totale tydperk op sodanige dag gewerk.

(9) Ondanks die bepalings van subklousule (2) van klousule 7, mag 'n werkgewer sy inrigting op enige wetteregtelike openbare vakansiedag wat nie in subklousule (4) of (8) van hierdie klousule genoem word nie en op drie dae in September en Oktober sluit, en wanneer dit gebeur, is hy nie verplig om lone ten opsigte van sodanige dag te betaal nie; met dien verstande dat hy sy werknemers van sy voorneme om die inrigting op so 'n dag te sluit, in kennis moet stel deur 'n kennisgewing minstens 24 uur voor die gewone begintyd op 'n opvallende plek in sy inrigting aan te bring; en voorts met dien verstande dat hy sy werknemers in die geleentheid moet stel om die tyd wat ten opsigte van die bedoelde drie dae verloor is, teen die gewone loon in te werk ingeval die meerderheid van sy werknemers instem om sodanige tyd aldus in te werk.

KLOUSULE 14 (DIENSBEËINDIGING)

(1) Behoudens die bepalings van klousules (1) (*d*), (*e*) en (*f*) van hierdie klousule, moet skriftelike kennis van minstens vyf werkdae, wat by die toepassing van hierdie klousule vakansiedae met besoldiging moet insluit, om in werking te tree op die werkdag wat volg op die dag waarop dit gegee word, deur 'n werkgewer of 'n werknemer gegee word om 'n dienskontrak te beëindig; met dien verstande dat dit nie inbreuk op onderstaande maak nie:

(*a*) Die werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as genoegsaam beskou word;

(*b*) enige ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer tydperk van kennisgewing as een week;

voorts met dien verstande dat—

(*c*) 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van die tydperk van kennisgewing wat in hierdie klousule voorgeskryf word of waaroor kragtens subklousule (1) (*b*) van hierdie klousule ooreengekom is;

(*d*) 'n werknemer wat korttyd werk, sy diens kan beëindig sonder om kennis te gee;

(*e*) die eerste vyf werkdae van die dienstyd van 'n werknemer by 'n werkgewer (tensy andersins in 'n skriftelike ooreenkoms aangedui) as 'n proeftyd beskou moet word en sodanige diens òf deur die werkgewer òf deur die werknemer op enige tydstip binne die proeftyd sonder kennisgewing beëindig kan word;

(*f*) werknemers wat maandeliks betaal word, minstens een kalendermaand skriftelik kennis moet gee of gegee moet word wat in werking tree op die eerste dag van die maand wat volg op die waarin kennis gegee word;

(2) 'n Werknemer wat afgedank word in die loop van enige tydperk van kennis gegee kragtens die bepalings van subklousule (1) van hierdie klousule moet volle besoldiging vir sodanige week ontvang, of in die geval van 'n werknemer wat maandeliks betaal word, volle besoldiging vir die onverstreke tydperk van die kennisgewing.

(3) Geen werkgewer mag die diens van 'n werknemer beëindig weens sodanige werknemer se—

(*a*) naderende bevalling, mits die werknemer nie later as twee maande ná die datum van bevalling na werk terugkeer nie;

(*b*) afwesigheid van werk weens siekte nie; met dien verstande dat—

(i) die werkgewer binne drie werkdae ná die aanvang van die siekte daarvan in kennis gestel is;

is his intention forthwith to discontinue business in the Industry. For the purpose of this sub-clause, the term "employment" shall have the same meaning as in sub-clause (3) of this clause.

(6) For the purpose of this clause "day's pay" means the "weekly wage" divided by 5.

(7) In the event of New Year's Day, the Day of the Covenant and Christmas Day falling on a Saturday or Sunday, the employer shall pay to each of his employees an extra day's pay on the first pay day after such day or when payment for these days is payable in terms of this clause, except as is provided for in sub-clause (5) of this clause.

(8) (*a*) If an employee does not work on Ascension Day or on Republic Day in 1971, his employer shall pay him in respect of such day a wage at a rate not less than his ordinary rate of total wage as if he had worked his average ordinary working hours for that day of the week.

(*b*) Whenever an employee works on Ascension Day or on Republic Day in 1971, his employer shall pay him a wage at a rate not less than his ordinary rate of total wage in respect of the total period worked on such day, in addition to the wage to which he would have been entitled had he not so worked.

(9) Notwithstanding the provisions of sub-clause (2) of Clause 7, an employer may close his establishment on any statutory public holiday not mentioned in sub-clause (4) or (8) of this clause and on three days in September and October, and in that event shall not be obliged to pay wages in respect of such day; provided that he has notified his employees of his intention to close the establishment on such day, by a notice which shall be posted in a prominent place in his establishment, at least 24 hours before the usual starting time; and provided further that he shall afford his employees an opportunity of working in the time lost in respect of the three days referred to at ordinary rates of pay should a majority of his employees agree to so work in the time lost.

CLAUSE 14 (TERMINATION OF EMPLOYMENT)

(1) Subject to the provisions of sub-clause (1) (*d*), (*e*) and (*f*) of this clause, written notice of not less than five working days which for the purpose of this clause shall include paid holidays, to take effect from the working day following that on which it is given, shall be given by an employer or an employee to terminate a contract of service; provided this shall not affect—

(*a*) the right of an employer or employee to terminate the contract of service without notice for any good cause recognized by law as sufficient;

(*b*) any agreement between the employer and employee providing for a longer period of notice than one week;

and provided further that—

(*c*) an employer may pay an employee wages for and in lieu of the period of notice prescribed in this clause or agreed upon in terms of sub-clause (1) (*b*) of this clause;

(*d*) an employee who is working short-time may terminate his employment without giving notice;

(*e*) the first five working days of the period of employment of an employee by an employer shall (unless otherwise stated in a written agreement) be deemed to be a trial period and such employment may be terminated either by the employer or the employee at any time within such trial period without notice;

(*f*) monthly paid employees shall give or be given not less than one calendar month's notice, in writing, to take effect from the first day of the month following that in which the notice is given.

(2) An employee put off during the currency of any period of notice given in terms of sub-clause (1) of this clause shall receive full pay for such week, or in the case of a monthly paid employee full pay for the unexpired period of such notice.

(3) No employer shall terminate the services of any employee by reason of such employee's—

(*a*) approaching confinement, provided the employee returns not later than two months after the date of confinement;

(*b*) absence from work through illness, provided that—

(i) the employer is notified within three working days of the commencement of such illness;

(ii) 'n doktersertifikaat vir die tydperk van afwesigheid by die werknemer se terugkeer na werk ingedien word;

(iii) die tydperk van afwesigheid van werk nie 30 dae te bowe gaan nie;

(*c*) afwesigheid met verlof nadat die skriftelike toestemming van die werkgewer vir dié verlof verkry is nie.

(4) Behoudens die bepalings van subklousule (3) van hierdie klousule, kan die diens van 'n werknemer wat vir 'n tydperk van vyf agtereenvolgende werkdae van die werk wegbly sonder om sy werkgewer daarvan skriftelik in kennis te stel, deur die werkgewer sonder kennisgewing, soos by subklousule (1) vereis, beëindig word.

(5) Wanneer 'n werkgewer die diens van 'n werknemer ingevolge subklousule (4) beëindig, moet kennis van sodanige beëindiging gegee word deur die Sekretaris van die Raad skriftelik te verwittig. So 'n kennisgewing aan die Raad moet van die werknemer se dienskaart vergesel wees, asook van lone of ander bedrae wat by beëindiging aan die werknemer verskuldig is, om op aansoek aan die werknemer oorhandig te word.

Die bepalings van hierdie subklousule is *mutatis mutandis* van toepassing op diensbeëindiging ingevolge subklousule (1) (*a*).

(6) As 'n werknemer sonder kennisgewing weggaan of om onverklaarbare redes afwesig is, moet die werkgewer sy dienskaart nie voor die sesde en nie later as die elfde dag van sodanige afwesigheid aan die Nywerheidsraad stuur nie.

(7) Die tydperk van kennisgewing mag nie saamval en kennisgewing mag ook nie geskied gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 13 gegee word of gedurende 'n tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan nie.

(8) Geen kennis mag gegee word gedurende afwesigheid met siekteverlof nie, uitgesonderd soos in subklousule (3) (*b*) van hierdie klousule bepaal.

Klousule 15 (Premies)

'n Werkgewer mag geen premies vir die opleiding van 'n werknemer vorder of aanneem nie, met dien verstande dat hierdie klousule nie van toepassing is op 'n opleidingskema waartoe van die werkgewer by wet vereis word om by te dra nie.

Klousule 16 (Gereedskap)

(1) Elke werkgewer moet skêre aan sy werknemers wat dit vir die doel van hul werk nodig het, verskaf teen die prys wat die werkgewer daarvoor betaal het.

(2) Die prys van die skêre kan van die loon van 'n werknemer in weeklikse paaiemente van hoogstens 10c afgetrek word.

(3) Die skêre moet deur die werkgewer gratis geslyp en in goeie toestand gehou word.

Klousule 17 (Bestaande kontrakte)

Enige dienskontrak wat op die aanvangsdatum van hierdie Ooreenkoms in werking is of wat ná sodanige datum aangegaan word, is aan die bepalings van hierdie Ooreenkoms onderworpe, met dien verstande dat 'n werknemer wat in klas 4 (1) (*e*) van hierdie Ooreenkoms bedoel word en wat in diens was volgens 'n kontrak wat bepaal dat sodanige werknemer besoldig word volgens die skaal wat in klousule 4 (1) (*e*) (i) van die Ooreenkoms, by Goewermentskennisgewing No. 591 van 26 April 1963 gepubliseer, steeds volgens daardie skaal besoldig moet word en 'n verdere verhoging van R14.15 per week moet ontvang nadat hy nóg 'n tydperk van ses maande ondervinding voltooi het na hy die loon wat op daardie skaal vir 'n gekwalifiseerde werknemer voorgeskryf is, bereik het, en voorts met dien verstande dat die werkure van ketelbedieners, bestuurders van aflewerings-motorvoertuie en versendingsverpakkers, indien dié ure kragtens sodanige dienskontrak minder is as die daaglikse of weeklikse ure wat in klousule 9 voorgeskryf word, nie tot die voorgeskrewe ure vermeerder moet word nie.

Klousule 18 (Indiensneming en Diensbeëindiging)

(1) 'n Werkgewer moet, voordat hy 'n applikant vir werk in diens neem van sodanige applikant vereis om 'n dienskaart voor te lê wat deur die Raad uitgereik en in die vorm is soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf; met dien verstande dat, in die geval van persone wat nie voorheen in die Nywerheid in Transvaal werksaam was nie, 'n tydperk van sewe dae mag verloop voordat die voorlegging van die dienskaart vereis word.

(2) Indien die dienskontrak gedurende of by voltooiing van die proeftyd ingevolge klousule 14 (1) (*e*), bekragtig word, moet die werkgewer onmiddellik by sodanige bekragtiging die naam van sy fabriek, die beroep van die werknemer, die datum van diensaanvaarding en die voorgeskrewe loon van sodanige werknemer op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur soos bepaal in subklousule (4) van hierdie klousule.

(ii) a medical certificate for the period of absence is provided on the employee's return to work;

(iii) the period of absence from work does not exceed 30 days;

(*c*) absence on leave, the written permission of the employer for such leave having been obtained.

(4) Subject to the provisions of sub-clause (3) of this clause, the employment of an employee who absents himself from work for a period of five consecutive working days without notifying his employer in writing, may be terminated by the employer without notice as required in sub-clause (1).

(5) Whenever an employer terminates the services of an employee in terms of sub-clause (4) notice of such termination shall be given by notifying the Secretary of the Council, in writing. Any such notification to the Council shall be accompanied by the employee's service card and wages or other amounts due to the employee on such termination, for transmission to the employee on application.

The provisions of this sub-clause shall *mutatis mutandis* apply to any termination of employment in terms of sub-clause (1) (*a*).

(6) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Industrial Council not earlier than the sixth nor later than the eleventh day of such absence.

(7) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of Clause 13 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957.

(8) No notice shall be given during absence on sick leave except as provided for in sub-clause (3) (*b*) of this clause.

Clause 15 (Premiums)

No premium shall be charged or accepted by an employer for the training of an employee provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

Clause 16 (Tools)

(1) Every employer shall supply scissors to his employees, who need them for the purpose of their employment, at the price paid therefor by the employer.

(2) The cost of such scissors may be deducted from the employee's wages in weekly instalments of not more than 10 cents.

(3) The employer shall keep the scissors sharpened and in good order free of charge.

Clause 17 (Existing Contracts)

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement, provided that an employee of the class referred to in Clause 4 (1) (*e*) of the Agreement, who has been employed on a contract providing for such employee to be paid on the scale set out in Clause 4 (1) (*e*) (i) of the Agreement published under Government Notice No. 591, dated 26th April, 1963, shall continue to be paid on that scale and shall receive a further increase to R14-15 per week after completing a further period of six months' experience after reaching the wage on that scale for a qualified employee, and provided further that the hours of work of boiler attendants, drivers of delivery motor vehicles and despatch packers, if in terms of such contract of service are less than the daily or weekly hours prescribed in Clause 9 shall not be increased to the hours prescribed.

Clause 18 (Engagements and Terminations of Employment)

(1) An employer shall, before engaging an applicant for work, require such applicant to produce a service card issued by the Council, which shall be in the form of Annexure A to this Agreement, provided that in the case of persons who have not previously been employed in the Industry in the Transvaal, a period of seven days may elapse before production of the service card shall be requisite.

(2) If, during or on the completion of the trial period in terms of Clause 14 (1) (*e*) the contract of service is confirmed, the employer shall immediately on such confirmation, enter in the service card the name of his factory, occupation of employee, date of commencement of employment and the prescribed wage of such employee and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, as provided in sub-clause (4) of this clause.

(3) Alle inligting wat die Raad nodig mag hê, moet so gou as wat redelik moontlik is, van die dienskaart verkry word, en daarna moet die kaart teruggestuur word aan die werkgewer, wat dit moet bewaar totdat die werknemer sy diens verlaat, en wanneer dit gebeur, moet die werkgewer die datum van diensbeëindiging en die voorgeskrewe loon by diensbeëindiging op die kaart invul en die kaart aan die werknemer terugbesorg. Die werknemer moet daarop sy dokterskaart oorhandig in ruil vir sy dienskaart; met dien verstande dat, indien die werknemer nie sy dokterskaart kan oorhandig nie, die werkgewer die dienskaart onmiddellik aan die kantoor van die Raad moet stuur, waar die werknemer aansoek om dié dienskaart mag doen.

(4) Wanneer die dienskontrak van 'n werknemer gedurende of by voltooiing van die proeftyd bekragtig word, moet die werkgewer binne drie dae vanaf bekragtiging die werknemer se dienskaart, tesame met 'n staat in die vorm van Aanhangsel D, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur sodat dit nagegaan kan word.

(5) Wanneer 'n werknemer gedurende 'n dienstydperk, van een beroep na 'n ander oorgeplaas word, moet die werkgewer onmiddellik by dié oorplasing, die nuwe beroep van die werknemer, die datum van die oorplasing en die loon wat aan die werknemer op die datum van sy oorplasing betaal word, op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur sodat dit gekontroleer kan word.

KLOUSULE 19 (VRYSTELLING)

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen op grond van hoë ouderdom of swakheid of om enige ander goeie of genoegsame rede; met dien verstande dat geen vrystelling van die bepalings van subklousule 10 (5) verleen word nie tensy die werk deur 'n noodtoestand vereis word.

(2) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly en kan, na een week skriftelike kennis aan die betrokke persone, sodanige vrystelling herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen word, 'n lisensie deur hom onderteken, uitreik, waarin vermeld word—

(*a*) die naam van die betrokke persoon voluit;
(*b*) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
(*c*) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is waarop vrystelling verleen word; en
(*d*) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(*a*) alle uitgereikte lisensies in volgorde nommer;
(*b*) van elke uitgereikte lisensie 'n kopie hou; en
(*c*) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die lisensie aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingslisensie wat kragtens hierdie klousule uitgereik word, nakom.

KLOUSULE 20 (RAADSFONDSE)

Die fondse van die Raad wat by die Raad berus en deur hom geadministreer moet word, word op ondergemelde wyse verkry:

(1) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het, 4c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat geen bedrag van die loon van 'n werknemer wat vir minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word, afgetrek mag word nie.

(2) Die werkgewer moet die totale bedrag aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat hy moet bydra, saam met 'n staat in die vorm van Aanhangsel B aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur binne sewe dae vanaf die einde van die week waarin die bedrae afgetrek moet word.

KLOUSULE 21 (MEDIESE HULPVERENIGING)

(1) Hierby word 'n mediese hulpvereniging voortgesit wat ingevolge 'n vorige ooreenkoms van die Raad ingestel is, en bekend staan as die Mediese Hulpvereniging vir die Transvaalse Klerasienywerheid, in hierdie klousule „die Vereniging" bedoel.

(3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible after which the card shall be returned to the employer who shall retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and prescribed wage on termination and return the card to the employee. The employee shall thereupon surrender his doctor's card in exchange for his service card, provided that if the employee is unable to surrender his doctor's card the employer shall immediately forward the service card to the Council's office, where the employee may make application for the service card.

(4) When during or on completion of the trial period, the contract of service of an employee is confirmed the employer shall within three days of such confirmation submit the employee's service card for checking to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure D.

(5) If during a period of employment, an employee is transferred from one occupation to another, the employer shall, immediately on such transfer, enter in the service card the new occupation of the employee, the date of such transfer and the wage paid to such employee on the date of transfer and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, for checking.

CLAUSE 19 (EXEMPTIONS)

(1) The Council may on account of old age, or infirmity or for any other good or sufficient reason, grant to or in respect of any person, exemption from any of the provisions of this Agreement, provided that no exemption shall be granted from the provisions of sub-clause 10 (5) unless such work is necessitated by an emergency.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may after one week's notice in writing to the persons concerned, withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause 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 fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
(*d*) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(*a*) number consecutively all licences issued;
(*b*) retain a copy of each licence issued; and
(*c*) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

CLAUSE 20 (COUNCIL FUNDS)

The funds of the Council which shall be vested in and administered by the Council, shall be provided in the following manner:

(1) Each employer shall, on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct 4 cents from the wages of each of his employees for whom minimum wages are prescribed in this Agreement; provided that no deduction shall be made from the wages of an employee who has worked for less than twenty hours in the week in which the deductions fall due.

(2) The employer shall forward the total amounts so deducted together with an equal amount which shall be contributed by him and a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days of the end of the week in which the deductions fell due.

CLAUSE 21 (MEDICAL AID SOCIETY)

(1) There is hereby continued a medical aid society established under a previous Agreement of the Council and known as the Transvaal Clothing Industry Medical Aid Society, in this clause referred to as "the Society".

(2) Elke werkgewer moet op die betaaldag van elke week en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het, die bedrae van die loon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word, aftrek, soos hieronder uiteengesit, met dien verstande dat geen bedrag van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bydraes afgetrek moet word, afgetrek mag word nie:

(*a*) Twintig sent in die geval van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(*b*) benewens die bedrag genoem in paragraaf (*a*) van hierdie subklousule moet die werkgewer die volgende bykomende bedrae van die weeklone van sy werknemers aftrek—

(i) 1c in die geval van alle werknemers wat minder as R11.51 per week verdien;

(ii) 6c in die geval van alle werknemers wat R11.51 per week of meer verdien, uitgesonderd manlike werknemers wat R19 per week of meer verdien; en

(iii) 16c in die geval van alle manlike werknemers wat R19 per week of meer verdien.

Die bedrae afgetrek ingevolge hierdie paragraaf moet in 'n „Spesiale Siektebesoldigingsfonds" gestort word.

(*c*) Die totale bedrae wat ingevolge paragrawe (*a*) en (*b*) van hierdie subklousule afgetrek word, moet weekliks deur die werkgewer, tesame met 'n bedrag gelyk aan die bedrae afgetrek ingevolge paragraaf (*a*) van hierdie subklousule, wat deur hom bygedra moet word, saam met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, gestuur word aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, binne sewe dae vanaf die end van die week waarin die aftrekkings gedoen moet word.

(3) Behoudens die bepalings van hierdie klousule moet die fondse van die Vereniging aangewend word vir geneeskundige behandeling, medisyne en siektebesoldiging aan lede van die Vereniging in geval van siekte, en dit moet deur 'n bestuurskomitee geadministreer word wat deur die Raad aangestel is, en uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakvereniging ooreenkomstig die konstitusie van die Vereniging bestaan.

(4) Die konstitusie van die Vereniging kan te eniger tyd deur die Bestuurskomitee, behoudens die goedkeuring van die Raad, gewysig word. As 'n geskil te eniger tyd ontstaan aangaande die bepalings van die konstitusie of die administrasie van die Vereniging of enige ander saak in verband waarmee die lede van die Bestuurskomitee gelyk op verdeel is, moet die saak na die Nywerheidsraad verwys word, en ingeval geen ooreenstemming deur die Raad verkry kan word nie, moet sodanige geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by ontstentenis van so 'n ooreenstemming, 'n arbiter aangestel deur die Nywerheidsregistrateur. Die arbiter se beslissing is afdoende.

(5) 'n Eksemplaar van die konstitusie, reëls en lyste van voordele en enige wysigings daarvan moet in die kantoor van die Pretoria, ingedien word.

(6) 'n Eksemplaar aan die konstitusie, reëls en lyste van voordele en enige wysigings daarvan moet in die kantoor van die Vereniging gedurende gewone kantoorure vir enige geregistreerde werkgewer of werknemer in die Nywerheid vir insae beskikbaar wees.

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Vereniging jaarliks vir die tydperk eindigende 31 Desember elke jaar ouditeer. Die geouditeerde staat en balansstaat moet daarna vir insae by die kantoor van die Nywerheidsraad lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretroia, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(8) (*a*) (i) Alle werknemers deur die bepalings van hierdie Ooreenkoms gedek;

(ii) werknemers van die Raad, Garment Workers' Union of South Africa en die Transvaal Clothing Manufacturers Association, met dien verstande dat die werkgewer van sodanige werknemers die bedrag, in subklousule (2) (*a*) van hierdie klousule voorgeskryf, van die werknemer se loon aftrek en die totale bedrae aldus afgetrek, tesame met 'n gelyke bedrag, binne 7 dae van die einde van die maand waarin die aftrekkings gedoen moes word, aan die Sekretaris van die Raad, posbus 5101, Johannesburg stuur; en

(iii) voortsettingslede wat, by die toepassing van hierdie klousule, lede beteken wat aansoek om voortgesette lidmaatskap van die Vereniging doen binne 30 dae nadat hul diens geëindig het in die Klerasienywerheid in Transvaal en/of die Nywerheidsraad vir die Klerasienywerheid (Transvaal), en/of

(2) Each employer shall on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct the amounts, as set out hereunder, from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, provided that no deductions shall be made from the wages of an employee who has worked less than 20 hours in the week in which the deductions fall due:

(*a*) Twenty cents in the case of all employees for whom wages are prescribed in this Agreement.

(*b*) In addition to the amount specified in paragraph (*a*) of this sub-clause, the employer shall deduct the following additional amounts from the weekly wages of his employees—

(i) one cent in the case of all employees earning less than R11.51 per week;

(ii) six cents in the case of all employees earning R11.51 per week or more, excluding male employees earning R19.00 per week or more; and

(iii) sixteen cents in the case of all male employees earning R19.00 per week or more.

The amounts deducted in terms of this paragraph shall be paid into a "Special Sick Pay Fund".

(*c*) The employer shall forward weekly the total amounts deducted under paragraphs (*a*) and (*b*) of this sub-clause together with an amount equal to the amounts deducted under paragraph (*a*) of this sub-clause which shall be contributed by him and a statement in the form of Annexure B of this Agreement to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days of the end of the week in which the deductions fall due.

(3) The funds of the Society shall, subject to the provisions of this clause, be applied to provide members of the Society with medical treatment, medicines and sick pay in case of illness and shall be administered by a management committee appointed by the Council and consisting of five representatives of the employers' organization and five representatives of the trade union in accordance with the Constitution of the Society.

(4) The Constitution of the Society may be amended at any time by the management committee subject to the approval of the Council. Should a dispute arise at any time as to the provisions of the Constitution or the administration of the Society or any other matter in regard to which the members of the management committee are equally divided, the matter shall be referred to the Industrial Council, and in the event of no agreement being reached by the Council, such dispute shall be referred to an arbitrator agreed upon by them or failing such agreement, nominated by the Industrial Registrar. The arbitrator's decision shall be final.

(5) A copy of the Constitution, Rules and lists of benefits and amendments thereof shall be lodged with the Secretary for Labour, Pretoria.

(6) A copy of the Constitution, Rules and lists of benefits and any amendments thereof shall be available for inspection by any registered employer or employee in the Industry, at the office of the Society, during ordinary office hours.

(7) A public accountant or accountants appointed by the Industrial Council shall audit the accounts of the Society annually for the period ending 31st December of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(8) (*a*) (i) All employees covered by the provisions of this Agreement;

(ii) employees of the Council, Garment Workers' Union of South Africa and the Transvaal Clothing Manufacturers' Association provided the employer of such employee deducts the amount prescribed in sub-clause (2) (*a*) of this clause from such employee's wage and forwards the total amounts so deducted together with an equal amount to the Secretary of the Council, P.O. Box 5101, Johannesburg within seven days of the end of the month in which the deductions fall due; and

(iii) continuation members, which for the purposes of this clause shall mean members who apply for continued membership of the Society within 30 days of ceasing employment in the Clothing Industry in the Transvaal and/or the Industrial

die Garment Workers' Union of South Africa en/of die Transvaal Clothing Manufacturers' Association, en wat 10 jaar lidmaatskap met die Vereniging voltooi het en ledegeld van 80c per maand vooruit betaal,

kom in aanmerking vir lidmaatskap van die Vereniging, met dien verstande dat voortsettingslede geregtig is op al die voordele voorgeskryf in hierdie klousule, die konstitusie of reëls van die Vereniging, behalwe siektebesoldigingsvoordele soos voorgeskryf in subklousules (10 (*e*), (11) en (13) van hierdie klousule, en verder met dien verstande dat sodanige voordele slegs verkry word deur bemiddeling van die Vereniging se aangestelde mediese beamptes.

(*b*) Behoudens die bepalings van die konstitusie van die Vereniging word 'n persoon geag lid van die Vereniging te wees by betaling van een week se bydraes soos in hierdie Ooreenkoms bepaal en word hy van 'n mediese hulpkaart voorsien.

(*c*) By betaling van R2.10 (twee rand tien sent) per jaar, kan werkgewers in die Klerasienywerheid (Transvaal) lede van die Vereniging word, maar is nie geregtig op siektebesoldiging nie.

(*d*) Lidmaatskap van die Vereniging eindig—

(i) wanneer 'n lid die Nywerheid verlaat, 'n Lid wat werkloos word en nie vir werk registreer nie, word geag die Nywerheid te verlaat het. „Vir werk registreer" beteken vir werk registreer by die Garment Workers' Union of South Africa, die Nywerheidsraad vir die Klerasienywerheid (Transvaal) of die Departement van Arbeid;

(ii) ná 'n tydperk van 13 weke ononderbroke werkloosheid;

(iii) ná 'n tydperk van 26 weke ononderbroke siekte gesertifiseer deur een van die Vereniging se mediese beamptes;

(iv) in die geval van 'n voortsettingslid, wanneer sodanige voortsettingslid versuim het om die bydraes te betaal ten opsigte van enige maand soos voorgeskryf in subklousule (8) (*a*) (ii) van hierdie klousule, en/of diens aanvaar in enige ander nywerheid, bedryf of beroep.

(*e*) 'n Lid wie se lidmaatskap ingevolge (*d*) geëindig het en wat na die Nywerheid terugkeer, moet ná betaling van dertien (13) opeenvolgende weeklikse bydraes geag word lid van die Vereniging te gewees het vir die tydperk van sy diens in die Nywerheid.

(9) Alle lede van wie se loon minder as 13 opeenvolgende weeklikse aftrekkings gemaak is, is geregtig slegs op—

(*a*) dienste van 'n algemene praktisyn aangestel deur die Bestuurskomitee;

(*b*) medisyne deur sodanige algemene praktisyn voorgeskryf.

(10) Alle lede van wie se lone 13 of meer opeenvolgende weeklikse aftrekkings ingevolge subklousule (2) van hierdie klousule gemaak is, is geregtig op die volgende voordele:

(*a*) Die dienste van 'n algemene praktisyn en tandarts (hieronder „mediese beamptes" bedoel) deur die Bestuurskomitee aangestel.

(*b*) Konsultasies met spesialiste deur die Bestuurskomitee aangestel.

(*c*) Medisyne voorgeskryf deur die mediese beamptes of spesialiste van die Vereniging.

(*d*) Betaling van gelde vir ambulanse bestel deur die mediese beamptes of spesialiste van die Vereniging.

(*e*) Siektebesoldiging op die volgende voorwaardes:

(i) Siektebesoldiging vir tydperke van afwesigheid van werk van drie dae of langer weens siekte, met dien verstande dat 'n sertifikaat wat sodanige tydperk dek, van 'n mediese beampte of spesialis van die Vereniging, ingedien word.

(ii) Lede is geregtig op siektebesoldiging vir hoogstens 12 weke in enige bepaalde tydperk van 12 maande, met dien verstande dat ingeval van siekte weens swangerskap hoogstens agt weke siektebesoldiging betaal word. Die Bestuurskomitee kan na goeddunke besoldiging vir 'n bykomende getal weke van hoogstens drie in enige bepaalde tydperk magtig.

(iii) Vir alle lede wat ondergenoemde getal bydraes gemaak het, word siektebesoldiging op die volgende grondslag betaal:

(*aa*) Ten opsigte van ononderbroke tydperke van afwesigheid weens siekte minstens drie maar hoogstens sewe werkdae, die bedrae hieronder gespesifiseer:

Council for the Clothing Industry (Transvaal), and/or the Garment Workers' Union of South Africa and/or the Transvaal Clothing Manufacturers' Association and who have completed ten years of membership with the Society and who pay a subscription of 80 cents per month in advance,

shall be eligible for membership of the Society, provided that continuation members shall be entitled to all the benefits prescribed in this clause and the Constitution or Rules of the Society, except sick pay benefits as prescribed in sub-clauses 10 (*e*), (11) and (13) of this clause, and provided further that such benefits are obtained only through the Society's appointed medical officers.

(*b*) Subject to the provisions of the Constitution of the Society, a person shall be deemed to be a member of the Society on payment of one week's contributions as provided for in this Agreement and shall be issued with a doctor's card.

(*c*) On payment of R2.10 (two rand ten cents) per annum, employers in the Clothing Industry (Transvaal) may become members of the Society, but shall not be entitled to receive sick pay.

(*d*) Membership of the Society shall cease—

(i) when a member leaves the Industry. A member who becomes unemployed and who does not register for employment shall be deemed to have left the Industry. Registering for employment shall mean registering for employment with the Garment Workers' Union of South Africa, the Industrial Council for the Clothing Industry (Transvaal) or the Department of Labour;

(ii) after a period of 13 weeks continued unemployment;

(iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers;

(iv) in the case of a continuation member, if such continuation member has failed to pay the contributions in respect of any month as prescribed in sub-clause (8) (*a*) (ii) of this clause, and/or takes up employment in any other industry, trade or occupation.

(*e*) A member whose membership has ceased under (*d*) and who has returned to the Industry shall after payment of thirteen (13) consecutive weekly contributions be deemed to have been a member of the Society for the period of his employment in the Industry.

(9) All members from whose wages less than 13 consecutive weekly deductions have been made shall be entitled only to:

(*a*) The services of a general practitioner appointed by the management committee.

(*b*) Medicines prescribed by such general practitioner.

(10) All members from whose wages 13 or more consecutive weekly deductions have been made in terms of sub-clause (2) of this clause shall be entitled to the following benefits:

(*a*) The services of a general practitioner and dentist (hereinafter referred to as "medical officers") appointed by the management committee.

(*b*) Consultations with such specialists as are appointed by the management committee.

(*c*) Medicines prescribed by the medical officers or specialists of the Society.

(*d*) Payment of fees for ambulances ordered by the medical officers or specialists of the Society.

(*e*) Sick pay under the following conditions:

(i) Sick pay for periods of absence from work of three days or longer duration due to illness provided that a certificate covering such period is produced from a medical officer or specialist of the Society.

(ii) Members shall be entitled to sick pay for not more than 12 weeks in any period of 12 months provided that in case of illness arising from pregnancy not more than 8 weeks sick pay shall be paid. The management committee may in its discretion authorize payment for an additional number of weeks not exceeding three in any one period.

(iii) For all members who have made the number of contributions stated below, sick pay shall be paid on the following basis:

(*aa*) In respect of continuous periods of absence due to illness of not less than three but not more than seven working days' duration, the amounts specified below:

Getal bydraes	3 werkdae alleen	4 werkdae alleen	5 werkdae maar hoogstens 7 werkdae
	R	R	R
13–25. . .	0.40	1.00	1.50
26–51. . .	0.50	1.30	1.90
52–77. . .	0.55	1.50	2.20
78–103 . .	0.60	1.70	2.50
104–129 . .	0.70	2.00	3.00
130–155 . .	0.80	2.30	3.40
156–259 . .	0.90	2.50	3.70
260–519 . .	1.10	2.80	4.10
520 of meer .	1.50	3.00	4.40

(*bb*) Ten opsigte van ononderbroke tydperke van afwesigheid weens siekte van meer as sewe werkdae, die bedrae hieronder gespesifiseer ten opsigte van elke voltooide tydperk van vyf werkdae:

Getal bydraes	8 werkdae tot 15 werkdae vir elke 5 werkdae	16 werkdae tot 30 werkdae vir elke 5 werkdae	31 werkdae tot 60 werkdae vir elke 5 werkdae
	R	R	R
13–25. . .	1.80	1.50	1.80
26–51. . .	2.20	1.80	2.20
52–77. . .	2.60	2.10	2.60
78–103 . .	2.95	2.40	2.95
104–129 . .	3.45	2.85	3.45
130–155 . .	3.90	3.25	3.90
156–259 . .	4.35	3.60	4.35
260–519 . .	4.85	4.00	4.85
520 of meer .	5.15	4.25	5.15

(iv) Ondanks die bepalings van paragraaf (*e*) (iii) (*bb*) moet betaling van siektebesoldiging teen helfte van die koers voorgeskryf vir die voorafgaande vyf voltooide dae gedoen word ten opsigte van enige verdere tydperk van siekte van minstens drie opeenvolgende werkdae wat volg op die eerste, tweede, derde, vierde, vyfde, sesde, sewende, agste, negende, tiende en eldfe tydperk van vyf dae siekte ten opsigte waarvan betaling gedoen is.

(11) (*a*) As 'n lid op siektebesoldigingsvoordele geregtig is ingevolge subklousule (10) van hierdie klousule, is dié lid geregtig op die bykomende voordeel in hierdie subklousule gespesifiseer vir elke dag afwesigheid weens siekte:

(i) In die geval van 'n lid van wie se loon 1c ingevolge subklousule (2) (*b*) (i) afgetrek is, met dien verstande dat minstens 96 aftrekkings van sy loon gemaak is, 'n bedrag van 5c vir elke voltooide dag;

(ii) in die geval van 'n lid van wie se loon 6c ingevolge subklousule (2) (*b*) (ii) afgetrek is, met dien verstande dat minstens 24 aftrekkings van sy loon gemaak is, 'n bedrag van 36c vir elke voltooide dag, behalwe dat 'n bedrag van 28c betaal moet word ten opsigte van die 16de tot en met die 30ste werkdag; en

(iii) in die geval van 'n lid van wie se loon 16c ingevolge subklousule (2) (*b*) (iii); afgetrek is, met dien verstande dat minstens 24 aftrekkings van sy loon gemaak is, 'n bedrag van 75c vir elke voltooide dag, behalwe dat 'n bedrag van 68c betaal moet word ten opsigte van die 16de tot en met die 30ste dag.

(*b*) Alle voordele ingevolge hierdie subklousule moet slegs betaal word as daar 'n bedrag van minstens R2,000 (twee duisend rand) in die Spesiale Siektebesoldigingsfonds beskikbaar is.

(12) Lede van die Vereniging van wie se loon aftrekkings gereeld gedoen is vir 'n tydperk van drie jaar (144 aftrekkings) is, benewens die voordele in subklousules (10 en (11) van hierdie klousule genoem, geregtig op die volgende:

(*a*) Kostelose operasies en behandeling deur spesialiste deur die Bestuurskomitee aangestel.

(*b*) Vry hospitalisasie vir sulke operasies en behandeling in verpleeginrigtings of hospitale wat deur die Bestuurskomitee goedgekeur is.

(13) (*a*) Ten einde siektebesoldiging te bereken, beteken een volle week vyf agtereenvolgende werkdae.

(*b*) By die toepassing van subklousules (10) en (11) van hierdie klousule word 'n tydperk van 12 maande gereken vanaf die

No. of contributions	3 working days only	4 working days only	5 working days but not more than 7 working days
	R	R	R
13–25. . .	0.40	1.00	1.50
26–51. . .	0.50	1.30	1.90
52–77. . .	0.55	1.50	2.20
78–103 . .	0.60	1.70	2.50
104–129 . .	0.70	2.00	3.00
130–155 . .	0.80	2.30	3.40
156–259 . .	0.90	2.50	3.70
260–519 . .	1.10	2.80	4.10
520 or more .	1.50	3.00	4.40

(*bb*) In respect of continuous periods of absence due to illness of more than 7 working days' duration, the amounts specified below in respect of each completed period of 5 working days:

No. of contributions	8 working days to 15 working days for each 5 working days	16 working days to 30 working days for each 5 working days	31 working days to 60 working days for each 5 working days
	R	R	R
13–25. . .	1.80	1.50	1.80
26–51. . .	2.20	1.80	2.20
52–77. . .	2.60	2.10	2.60
78–103 . .	2.95	2.40	2.95
104–129 . .	3.45	2.85	3.45
130–155 . .	3.90	3.25	3.90
156–259 . .	4.35	3.60	4.35
260–519 . .	4.85	4.00	4.85
520 or more .	5.15	4.25	5.15

(iv) Notwithstanding the provisions of paragraph (*e*) (iii) (*bb*), payment of sick pay at half the rate prescribed for the preceding five completed days shall be made in respect of any further period of illness of not less than 3 continuous working days following on the first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh period of five days' illness in respect of which payment was made.

(11) (*a*) If any member is entitled to sick pay benefits in terms of the provisions of sub-clause (10) of this clause, such member shall be entitled to receive the additional benefit specified in this sub-clause for each day of absence due to illness:

(i) In the case of a member from whose wages 1 cent has been deducted in terms of the provisions of sub-clause (2) (*b*) (i), provided that not less than 96 deductions have been made from his wages, an amount of 5 cents for each complete day;

(ii) in the case of a member from whose wages 6 cents have been deducted in terms of the provisions of sub-clause (2) (*b*) (ii), provided that not less than 24 deductions have been made from his wages, an amount of 36 cents for each complete day, except that an amount of 28 cents shall be paid in respect of the 16th to 30th working day inclusive; and

(iii) in the case of a member from whose wages 16 cents have been deducted in terms of the provisions of sub-clause (2) (b) (iii) provided that not less than 24 deductions have been made from his wages, an amount of 75 cents for each complete day, except that an amount of 68 cents shall be paid in respect of the 16th to 30th day inclusive.

(*b*) All benefits under this sub-clause shall be paid only if there is an amount of not less than R2,000 (two thousand rand) available in the Special Sick Pay Fund.

(12) Members of the Society from whose wages deductions have been made regularly for a period of three years (144 deductions) shall, in addition to the benefits mentioned in sub-clauses (10) and (11) of this clause, be entitled to the following:

(*a*) Operations and treatment free of charge by specialists appointed by the management committee.

(*b*) Free hospitalization for such operations and treatment in nursing homes or hospitals approved by the management committee.

(13) (*a*) For the purpose of calculating sick pay one complete week shall mean five consecutive working days.

(*b*) For the purpose of sub-clauses (10) and (11) of this clause, a period of 12 months shall be reckoned from the first day of

eerste dag van die siekte waarvoor siektebesoldiging betaalbaar is; verdere tydperke van 12 maande word gereken vanaf die eerste dag van die siekte waarvoor siektebesoldiging betaalbaar is ná die verstryking van die vorige tydperk van 12 maande.

(c) Geen siektebesoldiging word betaal ingevolge subklousules (10) en (11) van hierdie klousule vir enige tydperk waarvoor verlofbesoldiging betaalbaar is en/of die tydperk van drie weke bereken vanaf die laaste werkdag van 'n bedryfsinrigting wat vir die jaarlikse vakansietyd aan die einde van die jaar sluit.

(14) Ingeval hierdie Ooreenkoms deur verloop van tyd of om enige ander rede nie langer geldig is nie, moet die Vereniging en die Spesiale Siektebesoldigingsfonds steeds deur die bestuurskomitee geadministreer word totdat dit òf gelikwideer is òf deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasienywerheid (Transvaal) is; met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Vereniging en die Spesiale Siektebesoldigingsfonds binne een jaar ná die verstryking van hierdie Ooreenkoms aangegaan is nie of die Vereniging en die Spesiale Siektebesoldigingsfonds nie soos voornoem binne sodanige tydperk oorgeplaas is nie, word die Vereniging en die Spesiale Siektebesoldigingsfonds gelikwideer.

(15) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Vereniging en die Spesiale Siektebesoldigingsfonds te administreer, en die lede van die Komitee wat op die datum bestaan waarop die Raad sy werksaamhede staak of hy ontbind word, moet vir sodanige doeleindes as lede daarvan beskou word; met dien verstande egter dat enige vakature wat in die Komitee ontstaan, deur die Registrateur gevul kan word uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, om aldus 'n gelyke getal werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die lidmaatskap van die Komitee te verseker. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat, na die mening van die Registrateur, die administrasie van die Vereniging en die Spesiale Siektebesoldigingsfonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en wat al die bevoegdhede van die Komitee vir hierdie doel moet besit. As daar geen Raad bestaan nie, moet die Vereniging en die Spesiale Siektebesoldigingsfonds by verstryking van hierdie Ooreenkoms gelikwideer word deur die Komitee of die trustees, na gelang van die geval, op die wyse uiteengesit in subklousule (16) van hierdie klousule; met dien verstande dat as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die balans van die fondse van die Vereniging en die Spesiale Siektebesoldigingsfonds verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(16) By likwidasie van die Vereniging en die Spesiale Siektebesoldigingsfonds ingevolge subklousule (14) van hierdie klousule moet die geld wat in die kredit van die Vereniging en die Spesiale Siektebesoldigingsfonds oorbly nadat al die eise teen die Vereniging en die Spesiale Siektebesoldigingsfonds met inbegrip van administrasie- en likwidasiekoste, betaal is, in die Raad se fondse inbetaal word.

(17) Alle administrasie- en likwidasiekoste is 'n las teen die fondse van die Vereniging en die Spesiale Siektebesoldigingsfonds.

(18) (*a*) Niemand wat nie voorheen in die Nywerheid werksaam was of wat nie gedurende die 12 maande onmiddellik voor die eerste dag diens in die Nywerheid gewerk het nie, mag ná die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werkgewer in diens geneem word nie tensy 'n sertifikaat waarin gemeld word dat sodanige persoon gedurende die vorige 12 maande aan 'n X-straal-ondersoek onderwerp en vry van tuberkulose in 'n aansteeklike vorm gevind is, en verkry is òf voor indiensneming òf binne twee weke vanaf die datum van indiensneming.

(*b*) Alle werkgewers moet op versoek van die Sekretaris hul werknemers toelaat om (wanneer 'n grootskaalse X-straal-ondersoek deur die Vereniging onderneem word) gedurende hul werkure aan 'n X-straal-ondersoek onderwerp word, en geen bedrag mag vir tyd wat hierdeur verloor word, van die loon van die werknemer afgetrek word nie.

(*c*) Voorts is dit 'n diensvoorwaarde dat 'n werknemer hom op skriftelike versoek van die Vereniging aan 'n X-straal-ondersoek moet onderwerp binne 'n tydperk van twee weke vanaf die datum van sodanige versoek. 'n Werknemer wat versuim om aan dié versoek te voldoen mag nie vir indiensneming in die Klerasienywerheid in aanmerking geneem word en mag geen werkgewer sodanige werknemer in diens neem nie.

(19) Die Bestuurskomitee het die bevoegdheid om die bedrag aan siektebesoldiging of ander voordele wat aan lede toegestaan moet word, en die desbetreffende voorwaardes, te bepaal, en om

illness for which sick pay is payable; further periods of 12 months shall be reckoned from the first day of illness for which sick pay is payable after the expiration of the previous period of 12 months.

(c) No sick pay shall be paid in terms of sub-clauses (10) and (11) of this clause for any period for which holiday pay is payable and/or the period of three weeks calculated from the last day of work of an establishment closing for annual leave at the end of each year.

(14) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Society and the special Sick Pay Fund shall continue to be administered by the management committee until they be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal); provided that if no new agreement providing for the continuation of the Society and the Special Sick Pay Fund is entered into within one year after the expiry of this Agreement or the Society and the Special Sick Pay Fund not being transferred as aforesaid within such period, the Society and the Special Sick Pay Fund shall be liquidated.

(15) In the event of the dissolution of the Council or in the event of it 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 Society and the Special Sick Pay 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 purposes; 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 Society and the Special Sick Pay Fund impracticable or undesirable in the opinion of the Registrar, he may oppoint 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. If there is no Council in existence, the Society and the Special Sick Pay Fund shall, upon the expiration of this Agreement, be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (16) of this clause; provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the funds of the Society and the Special Sick Pay Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(16) Upon liquidation of the Society and the Special Sick Pay Fund in terms of sub-clause (14) of this clause, the moneys remaining to the credit of the Society and the Special Sick Pay Fund after payment of all claims against the Society and the Special Sick Pay Fund, including administration and liquidation expenses, shall be paid into the funds of the Council.

(17) All administrative and liquidation charges shall be a charge against the funds of the Society and the Special Sick Pay Fund.

(18) (*a*) No person, who has not previously been employed in the Industry, or has not worked in the Industry during the 12 months preceding the first day of employment, shall be employed by an employer after the date of coming into operation of this Agreement unless a certificate showing that such person has been X-rayed during the preceding 12 months and found to be free from T.B. in an infectious form has been obtained either prior to engagement or within two weeks from the date of engagement.

(*b*) All employers shall, at the request of the Secretary, allow their employees to take time off during their working hours to be X-rayed (whenever a mass X-ray is undertaken by the Society), and no deduction shall be made from the employees' wages for the time lost.

(*c*) It shall furthermore be a condition of employment that an employee shall, at the written request of the Society, be X-rayed within a period of two weeks from the date of such request. Any employee who fails to comply with such request shall not be eligible for employment in the Clothing Industry and no employer shall employ such employee.

(19) The Management Committee shall have the power to determine the amount of sick pay or other benefits to be granted to members and the conditions attached thereto and

sodanige bedrae en voorwaardes te wysig, met dien verstande dat siektebesoldiging en ander voordele nie minder gunstig mag wees as dié wat in hierdie klousule bepaal word nie.

(20) Alle geld wat meer is as wat deur die Vereniging en die Spesiale Siektebesoldigingsfonds benodig word, moet kragtens artikel 21 (3) van die Wet belê word.

KLOUSULE 22 (SLAPTETYDFONDS)

(1) Hierby word 'n fonds voortgesit bekend as die Slaptetydfonds van die Transvaalse Klerasienywerheid, hieronder „die Fonds" genoem, waarvan die administrasie by die Nywerheidsraad vir die Klerasienywerheid (Transvaal) moet berus, wie se doelwit dit moet wees om bystand aan werknemers te betaal wat verdienste verloor as gevolg daarvan dat hulle ingevolge klousule 6 van hierdie Ooreenkoms op korttyd geplaas is. Voordele moet betaal word teen sodnige skale en op sodanige voorwaardes as wat vasgestel kan word in die reëls wat deur die Raad vir die administrasie van die Fonds aangeneem is, en 'n kopie van sodanige reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid binne twee weke na die aanname daarvan ingedien word.

(2) Die Fonds bestaan uit—

(i) Bydraes wat ooreenkomstig die bepalings van hierdie Ooreenkoms in die Fonds gestort is;
(ii) rente wat van die belegging van enige gelde van die Fonds verkry is;
(iii) alle ander fondse waarop die Fonds geregtig mag word.

(3) (*a*) Elke werkgewer moet op die betaaldag van elke week en vanaf die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, die ondergenoemde bedrae aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat geen aftrekkings gemaak mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die aftrekkings gemaak moet word nie:

(i) 2c in die geval van werknemers wat minder as R13.42 per week verdien.
(ii) 4c in die geval van werknemers wat R13.42 per week of meer verdien.
(iii) Benewens die bedrae gespesifiseer in paragrawe (i) en (ii) van hierdie subklousule, moet van die weekloon van elke werknemer wat nie 'n bydraer is nie tot die Werkloosheidsversekeringsfonds ingestel ingevolge die Werkloosheidsversekeringswet, 1946, 'n bedrag van 2c afgetrek word in die geval van 'n werknemer wat minder as R6 per week verdien, en 3c in die geval van elke ander werknemer.

(*b*) Die werkgewer moet die totale bedrae ingevolge subparagrawe (i), (ii) en (iii) van paragraaf (*a*) saam met 'n bedrag gelyk aan die bedrae afgetrek ingevolge subparagrawe (i) en (ii) van paragraaf (*a*), wat deur hom bygedra moet word, en saam met 'n staat in die vorm van Aanhangsel „B" van hierdie Ooreenkoms binne sewe dae van die einde van die week waarin die aftrekkings gedoen moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

(4) Alle geld wat deur die Fonds ontvang word, moet in 'n bankrekening wat op naam van die Fonds geopen is, gestort word. 'n Amptelike bewys moet uitgereik word vir alle geld wat deur die Fonds ontvang word en opvragings uit die Fonds moet per tjek geskied, geteken deur die persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig is. Alle geld wat nie nodig is om lopende uitgawes te dek nie, moet in 'n bougenootskap belê word, na goeddunke van die Raad wat sulke beleggings kan wysig soos hy van tyd tot tyd kan bepaal.

(5) Die Raad moet 'n openbare rekenmeester as ouditeur aanstel wie se besoldiging uit die Fonds betaal moet word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperk wat op 31 Desember eindig. Die geouditeerde staat en balansstaat moet daarna by die kantoor van die Nywerheidsraad vir insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word

(6) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of om enige ander rede nie langer in werking is nie, moet die Fonds steeds deur die Raad geadministreer word, totdat dit òf gelikwideer of deur die Raad na enige ander fonds of fondse oorgedra word waarvan die oogmerk uitsluitlik is om die werknemers van die Klerasienywerheid (Transvaal) te bevoordeel, met dien verstande dat indien geen nuwe Ooreenkoms wat bepaal dat die Fonds voortgesit word, binne een jaar na verstryking van hierdie Ooreenkoms gesluit word of die Fonds nie soos voornoem, binne sodanige tydperk oorgedra word nie, die Fonds gelikwideer moet word.

(7) In geval van die ontbinding van die Raad of ingeval hy sy werksaamhede staak gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel 34 (2) van die

to vary such amounts and conditions, provided that sick pay and other benefits shall be not less favourable than those provided for in this clause.

(20) All funds surplus to the requirements of the Society and the Special Sick Pay Fund shall be invested in terms of the provisions of section 21 (3) of the Act.

CLAUSE 22 (SLACK PAY FUND)

(1) There is hereby continued a fund known as the Transvaal Clothing Industry Slack Pay Fund, hereinafter referred to as "the Fund" the administration of which shall be vested in the Industrial Council for the Clothing Industry (Transvaal), whose purpose shall be the payment of benefits to employees who lose earnings as a result of being put on short-time in terms of Clause 6 of this Agreement. Benefits shall be paid at such rates and under such conditions as may be laid down in the rules adopted by the Council for the administration of the Fund, and a copy of such rules and any amendments thereto shall be lodged with the Secretary for Labour within two weeks of the adoption thereof.

(2) The Fund shall consist of—

(i) contributions paid into the Fund in accordance with the provisions of this Agreement;
(ii) interest derived from the investment of any moneys of the Fund;
(iii) any other funds to which the Fund may become entitled.

(3) (*a*) Each employer shall, on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct the amounts as set out hereunder, from the wages of each of his employees for whom minimum wages are prescribed in this Agreement; provided that no deductions shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due:

(i) 2 cents in the case of employees earning less than R13.42 per week.
(ii) 4 cents in the case of employees earning R13.42 per week or more.
(iii) In addition to the amounts specified in paragraphs (i) and (ii) of this sub-clause, from the weekly wages of each employee who is not a contributor to the Unemployment Insurance Fund established under the Unemployment Insurance Act, 1946, an amount of 2 cents shall be deducted in the case of an employee earning less than R6.00 per week and 3 cents in the case of any other employee.

(*b*) The employer shall forward the total amounts deducted under sub-paragraphs (1), (ii) and (iii) of paragraph (*a*), together with an amount equal to the amounts deducted under sub-paragraphs (i) and (ii) of paragraph (*a*), which shall be contributed by him, and a statement in the form of Annexure B of this Agreement, to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days of the end of the week in which the deductions fall due.

(4) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorized by the Industrial Council. All moneys not required to meet current payments shall be invested in a building society in the discretion of the Council, which may vary such investments as it may from time to time determine.

(5) The Council shall appoint a public accountant as auditor, whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 31st December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(6) In the event of the expiry of this Agreement by effluxion of time or cessation or any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal), provided that if no new Agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated.

(7) In the event of the 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

Wet bindend is moet die Fonds geadministreer word deur 'n komitee bestaande uit vyf verteenwoordigers van die Transvaal Clothing Manufacturers' Association en vyf verteenwoordigers van die Garment Workers' Union of South Africa en hierdie komitee moet voortgaan om die sake van die Fonds te administreer. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die Registrateur se mening, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee vir dié doel uit te voer. As daar geen Raad bestaan nie, moet die fonds by verstryking van hierdie Ooreenkoms deur die komitee of die trustees, na gelang van die geval, gelikwideer word op die wyse in subklousule (8) van hierdie klousule uiteengesit; met dien verstande dat indien die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die balans van hierdie Fonds verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(8) By likwidasie van die Fonds ingevolge subklousule (6) van hierdie klousule, moet die geld wat in die kredit van die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, in die Raad se fondse inbetaal word.

(9) Alle administrasie- en likwidasiekoste is 'n las teen die Fonds.

KLOUSULE 23 (UITTREKSELS UIT LOONREGISTERS)

Elke werkgewer moet ten opsigte van elke kalendermaand 'n opgawe in die vorm van Aanhangsel C aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur wat ten opsigte van elke werknemer die volgende aantoon: Die Nywerheidsraadnommer, kloknommer (as daar een is), die weeklikse bedrae wat afgetrek is ten opsigte van die Voorsorgsfonds van die Klerasienywerheid (Tvl.), soos ingestel ingevolge die Ooreenkoms wat by Goewermentskennisgewing No. 1172 van 2 Augustus 1957 ingestel is, en die getal aftrekkings wat ten opsigte van die Fonds van die Nywerheidsraad, die Mediese Hulpfonds van die Transvaalse Klerasienywerheid, die Slaptetydfonds van die Transvaalse Klerasienywerheid en die Opleidingsfonds van die Klerasienywerheid (Transvaal), gedoen is, die datum van indiensneming (as die werknemer in diens was gedurende die kalendermaand waarop die opgawe betrekking het), die beroep, die datum van diensbeeindiging (as die werknemer se diens gedurende die kalendermaand waarop die vorm betrekking het, beëindig is), en die weekloon aan elke werknemer betaal.

Hierdie vorm moet voor of op die 15de dag van die maand wat volg op die kalendermaand waarop die opgawe betrekking het, by die Raad ingedien word.

KLOUSULE 24 (INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING)

(*a*) Geen werkgewer mag iemand in diens neem wat nie lid van die vakvereniging is nie, en geen lid van die vakvereniging mag vir 'n werkgewer werk wat nie lid van die werkgewersorganisasie is nie; met dien verstande dat iemand wat deur 'n weiering om lidmaatskap te verkry, benadeel is of sal word, sy saak voor die Raad kan lê wat kan verklaar dat die bepalings van hierdie klousule, ondanks dié weiering, hom nie mag verbied om lede van die vakvereniging in diens te neem of om deur lede van die werkgewersorganisasie, na gelang van die geval, in diens geneem te word nie.

(*b*) Die bepalings van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika nie; met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande wanneer hy in die nywerheid begin werk het, geweier het, om op 'n uitnodiging van die betrokke vakvereniging, lid van die vakvereniging te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

(*c*) Voorts met dien verstande dat hierdie klousule nie van toepassing is op die indiensneming in die nywerheid van 'n werknemer wat as lid van die vakvereniging geskors of verban is nie, of wat, na die mening van die Minister, goeie rede het om beswaar daarteen te hê om lid van die vakvereniging te word of te bly.

(*d*) Voorts met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer bedoel in klousule 4 (1) (*j*) (v) tot (xi) en 4 (1) (*k*), met dien verstande dat 'n werkgewer op die skriftelike versoek van dié werknemer, bydraes tot die fondse van die vakvereniging moet aftrek.

KLOUSULE 25 (ORGANISASIE VAN WERKNEMERS)

(1) Elke werkgewer moet enige persoon of persone wat skriftelik deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om van tyd tot tyd sy inrigting gedurende die etensuur te betree met die doel om—

Fund shall be administered by a committee consisting of five representatives appointed by the Transvaal Clothing Manufacturers' Association and five representatives appointed by the Garment Workers' Union of South Africa, which committee shall continue to administer the affairs of the Fund. 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 for such purpose. If there is no Council in existence, the Fund shall, upon the expiration of this Agreement, be liquidated by the committee or the trustees, as the case may be, in the manner set forth in sub-clause (8) of this clause; provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(8) Upon liquidation of the Fund in terms of sub-clause (6) of this clause, the moneys remaining to the credit of the Fund, after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid into the funds of the Council.

(9) All administration and liquidation charges shall be a charge against the funds of the Fund.

CLAUSE 23 (EXTRACTS FROM WAGE REGISTERS)

Each employer shall, in respect of each calendar month, forward a return in the form of Annexure C to the Secretary of the Council, P.O. Box 5101, Johannesburg, showing, in respect of each employee, the Industrial Council number, clock number (if any), the weekly amounts deducted in respect of the Provident Fund for the Clothing Industry (Transvaal), as established in terms of the Agreement published under Government Notice No. 1172, dated 2nd August, 1957, and the number of deductions made in respect of the funds of the Industrial Council, the Transvaal Clothing Industry Medical Aid Society, the Transvaal Clothing Industry Slack Pay Fund and the Training Fund for the Clothing Industry (Transvaal), the date of engagement (if the employee was engaged during the calendar month to which the return relates), the occupation, the date of termination (if the employee's services were terminated during the calendar month to which the form relates), and the weekly wage paid to each employee.

This form shall be submitted to the Council not later than the 15th day of the month following the calendar month to which the return relates.

CLAUSE 24 (EMPLOYMENT OF TRADE UNION LABOUR)

(*a*) No employer shall employ any person who is not a member of the trade union, and no members of the trade union shall work for any employer who is not a member of the employers' organization; provided that any person who is or will be adversely affected by a refusal of membership may place his case before the Council, which may declare that, notwithstanding such refusal, the provisions of this clause shall not preclude him from employing members of the trade union or being employed by members of the employers' organization, as the case may be.

(*b*) The provisions of this clause shall not apply in respect of 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 from the commencement of his employment in the Industry, refused an invitation from the trade union concerned to apply for membership of it, the provisions of this clause shall immediately come into operation.

(*c*) Provided, further, that this clause shall not apply to the employment in the Industry of any employee who has been suspended or expelled from membership of the trade union, or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union.

(*d*) Provided, further, that this clause shall not apply in respect of an employee referred to in Clause 4 (1) (*j*) (v to xi) and 4 (1) (*k*), provided that an employer shall, on the written request of such an employee, deduct contributions to the funds of the trade union.

CLAUSE 25 (ORGANIZATION OF EMPLOYEES)

(1) Every employer shall permit any person or persons authorized in writing by the trade union and by the Council to enter his establishment from time to time during the lunch hour for the purpose of—

(*a*) onderhoude met werknemers oor die aangeleenthede van die vakvereniging te hê;

(*b*) nuwe lede te werf;

(*c*) kennisgewings van die vakvereniging op te plak en uit te deel;

(*d*) lede se bydraes tot die vakvereniging in te vorder.

(2) Die gemagtigde persoon of persone moet die werkgewer of sy verteenwoordiger kennis gee van sy of haar voorneme om die inrigting te besoek.

KLOUSULE 26 (AGENTE)

Die Raad moet een of meer bepaalde persone as agente aanstel om hom behulpsaam te wees met die toepassing van die bepalings van hierdie Ooreenkoms. Elke werkgewer en werknemer is verplig om dié agente toe te laat om die navrae te doen en die persone te ondervra wat vir hierdie doel nodig kan wees.

KLOUSULE 27 (INDIENSNEMING VAN MINDERJARIGES)

Niemand onder die ouderdom van 15 jaar mag in die Klerasienywerheid in diens geneem word nie.

KLOUSULE 28 (VERTONING VAN OOREENKOMS)

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, in die vorm voorgeskryf in die regulasies ingevolge die bepalings van die Wet, op 'n plek wat maklik vir sy werknemers toeganklik is, in sy inrigting aangeplak hou.

KLOUSULE 29 (LANGDIENSWERKNEMERS)

Op skriftelike kennisgewing deur die Sekretaris van die Raad moet 'n werkgewer binne 14 dae nadat hy sodanige kennisgewing ontvang het, die loon van die getal werknemers wat in die kennisgewing genoem word en wat val binne die klasse werknemers in subklousule 4 (1) (*a*) tot (*d*) en 4 (1) (*f*) bedoel, verhoog tot minstens die loon van 'n werknemer van sy klas soos voorgeskryf in klousule 4 (2) (*n*) tot (*s*) of in die geval van 'n werknemer werksaam in 'n beroep bedoel in klousule 4 (1) (*e*), tot minstens R13.50 per week, met dien verstande dat—

(i) die Sekretaris van die Raad dié kennisgewing slegs moet uitstuur ná 'n besluit met dié strekking by 'n vergadering van die Raad aangeneem is;

(ii) die Raad slegs gemagtig word om sodanige besluit te neem as dit uit die inligting verskaf op die opgawes ingedien ingevolge klousule 23 van hierdie Ooreenkoms vir die maande Februarie, Mei, Augustus en/of November of van elke jaar, blyk dat die getal langdienswerknemers, soos omskryf en met inbegrip van die werknemers bedoel in klousule 4 (1) (*j*) (i) tot (iv) en met inbegrip van enige werknemer in 'n beroep bedoel in klousule 4 (1) (*e*) wat 'n weekloon van minstens R13.50 betaal word, benede 30 persent van die totale getal werknemers saam in die Nywerheid in die beroepe gespesifiseer in klousule 4 (1) (*a*) tot (*f*) en 4 (2) (*n*) tot (*s*), gedaal het;

(iii) die getal werknemers in dié kennisgewing genoem, deur die Sekretaris moet bepaal word ooreenkomstig die onderstaande formule:

Die totale getal werknemers minder as die 30 persent bedoel in subparagraaf (ii) hierbo, vermenigvuldig met die getal werknemers in diens in die beroepe gespesifiseer in klousule 4 (1) (*a*) tot (*f*) en 4 (2) (*n*) tot (*s*) en by die werkgewer in diens, gedeel deur die totale getal werknemers in die Nywerheid in die beroepe gespesifiseer in klousule 4 (1) (*a*) tot (*f*) en 4 (2) (*n*) tot (*s*);

en voorts met dien verstande dat—

(iv) as al die werknemers wat in die klasse werknemers val vir wie lone in klousule 4 (1) (*a*) tot (*d*) en 4 (1) (*f*) van 'n besondere werkgewer voorgeskryf is, minstens die loon betaal word vir 'n werknemer van sy klas soos voorgeskryf in klousule 4 (2) (*n*) tot (*s*), of in die geval van 'n werknemer werksaam in 'n beroep bedoel in klousule 4 (1) (*e*), minstens R13.50 per week, dié werkgewer uit die bepalings van hierdie klousule uitgesluit word.

KLOUSULE 30 (OORPAKKE)

(1) 'n Werkgewer moet aan elkeen van sy vroulike werknemers twee gratis oorpakke tegelykertyd per jaar uitreik, pakke wat van die oorslaantipe mag wees, binne vier weke nadat sy begin werk het of binne vier weke vanaf die inwerkingtreding van hierdie Ooreenkoms. 'n Werknemer aan wie sulke oorpakke ingevolge hiervan uitgereik is, moet sulke oorpakke gedurende alle werkure dra, en is verantwoordelik vir die goeie toestand en die was en stryk daarvan weg van die bedryfsinrigting af waar sy werk; met dien verstande dat 'n werkgewer sy oorpakke kan was en stryk

(*a*) interviewing employees on trade union matters;

(*b*) enrolling new members;

(*c*) posting and distributing notices issued by the trade union.

(*d*) collecting members' contributions to the trade union.

(2) The authorized person or persons shall notify the employer or his representatives of his or her intention to visit the establishment.

CLAUSE 26 (AGENTS)

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. It shall be the duty of every employer and employee to permit such agents to institute such enquiries, and to interrogate such persons as may be necessary for this purpose.

CLAUSE 27 (EMPLOYMENT OF MINORS)

No person under the age of fifteen years shall be employed in the Clothing Industry.

CLAUSE 28 (EXHIBITION OF AGREEMENT)

Every employer shall keep exhibited in his establishment, in a place readily accessible to his employees, a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act.

CLAUSE 29 (LONG SERVICE EMPLOYEES)

On written notification by the Secretary of the Council, an employer shall, within 14 days after receipt of such notification, increase the wage of the number of employees stated in the notification, and falling in the classes of employees referred to in Clause 4 (1) (*a*) to (*d*) and 4 (1) (*f*) to not less than the wage for an employee of his class as prescribed in Clause 4 (2) (*n*) to (*s*) or in the case of an employee employed in any occupation referred to in Clause 4 (1) (*e*) to not less than R13.50 per week, provided that—

(i) the Secretary of the Council shall only send out such notification after a resolution has been passed to that effect at a meeting of the Council;

(ii) the Council shall only be empowered to pass such resolution if it has been established from the information supplied on the returns rendered in terms of Clause 23 of this Agreement for the months of February, May, August and/or November of each year that the number of long service employees, as defined and including the employees referred to in Clause 4 (1) (*j*) (i) to (iv) and including any occupation referred to in Clause 4 (1) (*e*) who is paid a weekly wage of not less than R13.50, has dropped below 30 per cent of the total number of employees employed in the Industry in the occupations specified in Clause 4 (1) (*a*) to (*f*) and 4 (2) (*n*) to (*s*);

(iii) the number of employees mentioned in such notification shall be determined by the Secretary in accordance with the following formula:

The total number of employees less than 30 per cent referred to in sub-paragraph (ii) above, multiplied by the number of employees employed in the occupations specified in Clause 4 (1) (*a*) to (*f*) and 4 (2) (*n*) to (*s*) and employed by the employer, divided by the total number of employees in the Industry employed in the occupations specified in Clause 4 (1) (*a*) to (*f*) and 4 (2) (*n*) to (*s*);

and provided further that—

(iv) should all the employees falling into the classes of employees for whom wages are prescribed in Clause 4 (1) (*a*) to (*d*) and 4 (1) (*f*) of a particular employer be paid not less than the wage for an employee of his class as prescribed in Clause 4 (2) (*n*) to (*s*), or in the case of an employee employed in an occupation referred to in Clause 4 (1) (*e*) not less than R13.50 per week, such employer shall be excluded from the provisions of this clause.

CLAUSE 30 (OVERALLS)

(1) An employer shall grant free of charge to each of his female employees two overalls simultaneously per annum, which may be of the wrap-over type, within four weeks of the commencement of her employment or within four weeks from the coming into operation of this Agreement. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the establishment where she is employed, of such overalls; provided that an employer may launder his overalls and withdraw the right

en die reg aan 'n werknemer mag intrek om sulke oorpakke weg van die bedryfsinrigting af te neem waar sy werk, en voorts met dien verstande dat niks in hierdie subklousule so uitgelê mag word dat dit die verpligtings verminder wat op enige werkgewer gelê word met betrekking tot beskermende klere en toestelle soos bepaal in die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, of die regulasies ingevolge daardie Wet gepubliseer.

(2) Alle oorpakke wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgewer en moet deur die werknemer aan haar werkgewer by beëindiging van haar diens terugbesorg word. Die werkgewer mag van sy werknemer die bedrag van R1 per oorpak by haar diensbeëindiging invorder ingeval die werknemer nie 'n oorpak terugbesorg het wat aan haar uitgereik was nie, en die bedrag is verhaalbaar deur dit af te trek van enige geld aan sodanige werknemer verskuldig, ondanks die bepalings van subklousule (2) van klousule 7 van hierdie Ooreenkoms.

KLOUSULE 31 (STABILISASIEVERSEKERINGSFONDS)

(1) Hierby word 'n Stabilisasieversekeringsfonds voortgesit, hieronder „die Fonds" bedoel, met die doel om—

(*a*) aan enige werknemer vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word, by sessie aan die Fonds van enige eis wat sodanige werknemer teen die insolvente boedel van sy werkgewer het ten opsigte van enige preferensiële eis ingevolge artikel 100 van die Insolvensiewet, No. 24 van 1936, soos gewysig, 'n bedrag gelyk aan die bedrag van dié eis te betaal;

(*b*) aan die Mediese Hulpvereniging van die Transvaalse Klerasienywerheid, die Slaptetydfonds vir die Klerasienywerheid (Transvaal) en die Voorsorgfonds vir die Klerasienywerheid (Transvaal), by sessie aan die Fonds van enige eis wat die Mediese Hulpvereniging van die Klerasienywerheid, die Slaptetydfonds van die Klerasienywerheid en/of die Voorsorgfonds van die Klerasienywerheid (Transvaal), teen die insolvente boedel van enige werkgewer mag hê ten opsigte van preferensiële bydraes ingevolge die bepalings van artikel 99 van die Insolvensiewet, No. 24 van 1936, soos gewysig, 'n bedrag gelyk aan die bedrag van dié eis te betaal.

(2) Die Fonds bestaan uit—

(*a*) bydraes betaal ingevolge subklousule (3) van hierdie klousule;

(*b*) rente gekweek op geld belê;

(*c*) geld van insolvente boedels geëis en betaal; en

(*d*) enige ander bedrag wat die Fonds toeval.

(3) Elke werkgewer in die Nywerheid moet 'n bedrag gelyk aan 25c per werknemer per week bydra en dié bedrag binne sewe dae ná die end van die week waarin die bydraes verskuldig is, aan die Sekretaris van die Raad, Posbu 5101, Johannesburg, stuur.

(4) 'n Aparte grootboekvel moet deur die Sekretaris van die Raad bygehou word ten opsigte van elke en iedere werkgewer in die Nywerheid en sodanige vel moet die totale bedrag deur sodanige werkgewer ingevolge subklousule (3) in die Fonds inbetaal, weergee, min die bedrae deur die Fonds uitbetaal ingevolge subklousules (5) en (6), plus die bedrag bedoel in subklousule (7).

(5) (i) In Desember elke jaar moet die Fonds die volgende betaal:

(*a*) Aan 'n werknemer wat sy eis aan die Fonds ingevolge subklousule (1) (*a*) gesedeer het, 'n bedrag gelyk aan dié eis;

(*b*) aan die Mediese Hulpvereniging van die Transvaalse Klerasienywerheid, die Voorsorgfonds van die Klerasienywerheid (Transvaal) en die Slaptetydfonds vir die Klerasienywerheid (Transvaal), 'n bedrag gelyk aan die bedrag van die eis wat aan die Fonds ingevolge subklousule (1) (*b*) van hierdie klousule gesedeer is.

(ii) Die totale bedrag uitbetaal ingevolge subparagraaf (i) hierbo moet eweredig gedebiteer word aan die bedrag wat op elke grootboekvel van elke werkgewer ingeskryf is.

(6) Elke werkgewer moet in Februarie elke jaar 'n lys van alle werknemers in sy diens op die eerste Vrydag van Februarie elke jaar aan die Raad voorlê en as daar gevind word dat die bedrag in die kredit van daardie werkgewer op die 1ste dag van Januarie daardie jaar, indien gedeel deur die getal werknemers op sy lys, R15 per werknemer oorskry, moet dié oorbedrag aan die werkgewer terugbetaal en moet die oorbedrag wat terugbetaalbaar is, teen die werkgewer se grootboekvel gedebiteer word.

(7) (*a*) Die totale bedrag betaal ten opsigte van enige eis deur die Fonds ingestel teen die insolvente boedel van 'n werkgewer gedurende enige bepaalde kalenderjaar, moet gekrediteer word aan elke oorblywende werkgewer se grootboekvel eweredig aan die bedrag in die kredit van elke oorblywende werkgewer soos op 31 Desember van die kalenderjaar wat die jaar voorafgaan waarin sodanige bedrae betaal is.

of an employee to take such overalls away from the establishment where she is employed, and provided further that nothing contained in this sub-clause must be construed to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Factories, Machinery and Building Work Act, 1941, or the regulations published under that Act.

(2) All overalls issued in terms of this clause shall remain the property of the employer and shall be returned by the employee to her employer at the termination of her service. The employer may collect from his employee the sum of R1.00 per overall at the termination of her service in the event of the employee not having returned any overall issued to her, which sum shall be recoverable by way of being set off out of any moneys due to such employee, notwithstanding the provisions of sub-clause (2) of Clause 7 of this Agreement.

CLAUSE 31 (STABILIZATION INSURANCE FUND)

(1) There is hereby continued a Stabilization Insurance Fund, hereinafter referred to as the "Fund", for the purpose of paying to—

(*a*) any employee for whom wages are prescribed in this Agreement, on cession to the Fund of any claim which such employee has against the insolvent estate of his employer in respect of any preferential claim in terms of the provisions of Section 100 of the Insolvency Act, No. 24 of 1936, as amended, of an amount equal to the amount of such claim;

(*b*) the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal) and the Provident Fund for the Clothing Industry (Transvaal) on cession to the Fund of any claim which the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry and/or the Provident Fund for the Clothing Industry (Transvaal) may have against the insolvent estate of any employer in respect of preferential contributions owing in terms of the provisions of Section 99 of the Insolvency Act, No. 24 of 1936, as amended, of an amount equal to the amount of such claim.

(2) The funds of the Fund shall consist of—

(*a*) contributions paid in terms of sub-clause (3) of this clause;

(*b*) interest earned on moneys invested;

(*c*) moneys claimed and paid from insolvent estates; and

(*d*) any other amounts falling to the credit of the Fund.

(3) Every employer in the Industry shall contribute an amount equal to 25 cents per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days after the end of the week in which the contributions fall due.

(4) An individual ledger sheet shall be maintained by the Secretary of the Council in respect of each and every employer in the Industry and such sheet shall reflect the total amount paid into the Fund by the employer in terms of sub-clause (3), less the amounts paid out by the Fund in terms of sub-clauses (5) and (6), plus the amount referred to in sub-clause (7).

(5) (i) In the months of December of each year the Fund shall pay to—

(*a*) an employee who has ceded his claim to the Fund in terms of sub-clause (1) (*a*) an amount equal to such claim;

(*b*) the Transvaal Clothing Industry Medical Aid Society, the Provident Fund for the Clothing Industry (Transvaal) and the Slack Pay Fund for the Clothing Industry (Transvaal) an amount equal to the amount of the claim ceded to the Fund, in terms of sub-clause (1) (*b*) of this clause;

(ii) the total amount as paid out in terms of sub-paragraph (i) above shall be debited *pro rata* to the amount entered on each ledger sheet of each employer.

(6) Every employer shall submit to the Council in the month of February of each year a list of all employees in his employment on the first Friday of February of each year and if it is found that the amount standing to the credit of that employer as at the first day of January of that year, if divided by he number of employees listed, exceeds R15.00 per employee, such employer shall be refunded such excess amount and such excess amount refuned shall be debited against the employer's ledger sheet.

(7) (*a*) The total amount paid in respect of any claim made by the Fund against an insolvent estate of any employer during any calendar year shall be credited to each remaining employers' ledger sheet *pro rata* to the amount standing to the credit of each remaining employer as at the 31st December of the calendar year preceding the year in which such amounts were paid.

(*b*) Wanneer eise ingestel word teen die insolvente boedel van 'n werkgewer ten opsigte van eise aan die Fonds ingevolge subklousule (1) gesedeer, moet die bedrag in die kredit van die werkgewer van dié insolvente boedel afgetrek word van die bedrag van die eise wat aan die Fonds ingevolge subklousule (1) gesedeer is, met dien verstande dat as dié bedrag die totale bedrag van die eise oorskry wat aan die Fonds gesedeer is, moet die balans of deel van die balans in die insolvente boedel van sodanige werkgewer inbetaal word.

(8) Wanneer 'n werkgewer werksaamhede as 'n klerefabrikant staak of by vrystelling verleen ingevolge subklousule (9), is 'n werkgewer geregtig op 'n terugbetaling van die bedrag in sy kredit, min alle bedrae verskuldig as lone of verlofbesoldiging aan enigeen van sy werknemers, die Mediese Hulpfonds van die Transvaalse Klerasienywerheid, die Slaptetydfonds vir die Klerasienywerheid (Transvaal), die Voorsorgfonds van die Klerasienywerheid (Transvaal), die Voorsorgfonds van die Klerasienywerheid (Transvaal) of die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

(9) 'n Werkgewer wat 'n waarborg gee by wyse van 'n bankierswaarborg of ander waarborg deur die Raad aanvaarbaar, wat alle laste dek in die geval van insolvensie van sy firma, aan sy werknemers ten opsigte van lone en verlofbesoldiging van hoogstens R600 aan elke werknemer, die Mediese Hulpfonds van die Transvaalse Klerasienywerheid, die Slaptetydfonds vir die Klerasienywerheid (Transvaal), en die Voorsorgsfonds van die Klerasienywerheid (Transvaal), met dien verstande dat sodanige waarborg nie enige laste hoef te dek wat meer as 12 maande vóór die finale likwidasie van sy firma aangegaan is nie, word vrygestel van hierdie klousule en in dié geval is hierdie klousule nie van toepassing nie ten opsigte van enige regte of voorregte verleen aan die werknemers van dié werkgewers of ten opsigte van die Mediese Hulpfonds van die Transvaalse Klerasienywerheid, die Slaptetydfonds van die Klerasienywerheid (Transvaal) of die Voorsorgfonds van die Klerasienywerheid (Transvaal).

(10) (1) Die administrasie van die Fonds berus by die Uitvoerende Komitee van die Raad.

(ii) Alle administrasiekoste is 'n las teen die Fonds en die Fonds moet jaarliks aan die Raad administrasiegeld in Januarie elke jaar betaal wat gelykstaan aan die bedrag aan rente gekweek of geld belê van 1 Januarie tot 31 Desember elke jaar.

(iii) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging deur die Raad uit die Administrasiegelde betaal moet word. Die rekenings moet jaarliks vir die jaarlikse tydperke geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna vir insae aan die kantoor van die Raad lê en eksemplare daarvan moet gestuur word aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa.

(iv) Alle geld deur die Sekretaris van die Raad ontvang, moet binne sewe dae ná ontvangs gestort word in 'n spaarbankrekening deur die Uitvoerende Komitee van die Raad benoem. Aansoeke om trekking uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad gemagtig word. Alle geld benodig om die laste van die Fonds te dek moet uit die spaarbankrekening getrek en in rekening No. 2 van die Raad gestort word en alle laste van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

(11) Ondanks andersluidende bepalings in hierdie klousule mag die Raad formeel die Fonds soos gekonstitueer, ontbind, en alle geld, bates en laste oordra aan 'n fonds wat behoorlik gekonstitueer is vir verwesenlik dieselfde doeleindes as dié waarvoor hierdie Fonds ingestel was. In geval van sodanige besluit moet alle bedrae in die kredit van 'n werkgewer oorgeplaas word na die kredit van dié werkgewer ingevolge die nuwe Fonds en mag die regte van dié werkgewer, wat bestaan op die datum van sodanige oorplasing, op generlei wyse ingekort word uit hoofde van sodanige oorplasing.

(12) (i) Ingeval die Raad ontbind word gedurende die looptyd van hierdie Ooreenkoms of enige verlenging daarvan, hou bydraes tot die Fonds op, ondanks andersluidende bepalings in hierdie Ooreenkoms, vanaf die dag wat volg op die datum van sodanige ontbinding van die Raad en die Fonds moet dan gelikwideer word deur 'n komitee van vier verteenwoordigers aangestel deur die Transvaal Clothing Manufacturers' Association en vier verteenwoordigers aangestel deur die Garment Workers' Union of South Africa. Ingeval dié Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt daardeur ontstaan as gevolg waarvan die Komitee nie in staat is om die likwidasie van die Fonds uit te voer nie, kan die Nywerheidsregistrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en het dié Komitee vir dié doel al die bevoegdhede van die Komitee. Die bates van die Fonds moet ná betaling van alle eise teen die Fonds, insluitende die administrasie- en likwidasieuitgawes, aan die werkgewers wat tot die Fonds

(*b*) Where claims are made against the insolvent estate of any employer in respect of claims ceded to the Fund in terms of sub-clause (1) the amount standing to the credit of the employer of such insolvent estate shall be off-set against the amount of the claims ceded to the Fund in terms of sub-clause (1), provided that should such amount exceed the total amount of the claims ceded to the Fund the balance or part of the balance shall be paid into the insolvent estate of such employer.

(8) On ceasing operations as a clothing manufacturer or on exemption granted in terms of sub-clause (9), an employer shall be entitled to a refund of the amount shown standing to his credit less any amounts owing as wages or holiday pay to any of his employees, the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal), the Provident Fund for the Clothing Industry (Transvaal) or the Industrial Council for the Clothing Industry (Transvaal).

(9) Any employer giving a guarantee, by way of a banker's guarantee or other guarantee acceptable to the Council, covering all liabilities in the case of the insolvency of his firm, to his employees in respect of wages and holiday pay not exceeding an amount of R600 to each employee, to the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal) and the Provident Fund for the Clothing Industry (Transvaal), provided that such guarantee need not cover any liabilities which occurred more than 12 months prior to the final liquidation of his firm, shall be exempted from the provisions of this clause and in such case the provisions of this clause shall not apply in respect of any rights or privileges bestowed on the employees of such employer or in respect of the Transvaal Clothing Industry Medical Aid Society, the Slack Pay Fund for the Clothing Industry (Transvaal) or the Provident Fund for the Clothing Industry (Transvaal).

(10) (i) The administration of the Fund shall be vested in the Executive Committee of the Council.

(ii) All expenses of administration shall be a charge on the Fund and the Fund shall pay an annual administration fee in January of each year equal to the amount of interest earned on invested moneys from 1st January to 31st December of each year, to the Council.

(iii) The Council shall appoint a public accountant or accountants whose remuneration shall be paid by the Council out of the administration fee. The accounts shall be audited annually for the annual periods ending 31st December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(iv) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited into a savings bank account, named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may, from time to time, be authorized by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in the number two account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

(11) Notwithstanding anything to the contrary contained in this clause, the Council may formally dissolve the Fund as constituted and transfer to a fund duly constituted for substantially the same purposes for which this Fund was created, all funds, assets and liabilities. In the event of such decision all amounts standing to the credit of any employer shall be transferred to the credit of such employer under the new fund and the rights of such employer, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

(12) (i) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of such dissolution of the Council and the Fund shall then be liquidated by a committee of four representatives appointed by the Transvaal Clothing Manufacturers' Association and four representatives appointed by the Garment Workers' Union of South Africa. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising therefrom as a result of which the committee is unable to effect liquidation of the Fund the Industrial Registrar 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. The assets of the Fund, after payment of all claims aganist the Fund including the administration and liquidation expenses

bygedra het, betaal word eweredig aan die bedrag in die kredit van elke werkgewer soos dit bestaan het op die datum waarop die werkgewer laas 'n bydrae betaal het.

(ii) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Fonds steeds geadministreer word deur die Uitvoerende Komitee totdat dit òf gelikwideer òf oorgeplaas word deur die Raad na 'n ander fonds ingevolge subklousule (11) van hierdie klousule, met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, aangegaan word binne een jaar ná verstryking van hierdie Ooreenkoms, of die Fonds nie soos voornoem oorgeplaas word binne sodanige tydperk nie, moet die Fonds deur die Raad gelikwideer word op die wyse in paragraaf (i) van hierdie subklousule en in subklousule (13) uiteengesit.

(13) Alle likwidasiekoste is 'n las teen die fonds en moet toegewys word eweredig aan die bedrag wat in die kredit van elke werkgewer staan op die datum waarop die werkgewer laas 'n bydrae betaal het.

KLOUSULE 32 (OPLEIDINGSFONDS VIR DIE KLERASIENYWERHEID (TRANSVAAL))

(1) Hierby word 'n Fonds voortgesit wat bekend staan as die Opleidingsfonds vir die Klerasienywerheid (Transvaal), hieronder die „Opleidingsfonds" genoem, vir die doel om 'n opleidingskollege te finansier wat gestig moet word vir die doel van opleiding en ontwikkeling of heropleiding van voornemende werknemers en ander personeel en werknemers wat alreeds in die Klerasienywerheid in diens is en ander personeel en vir die doel om geskikte persone vir indiensneming in die Klerasienywerheid te werk en/of om navorsing te onderneem.

(2) Die Opleidingsfonds bestaan uit—

(*a*) bydraes betaal ingevolge subklousule (3) van hierdie klousule;

(*b*) rente ontvang op geld belê;

(*c*) skenkings gemaak deur die Garment Workers' Union of South Africa en die Transvaal Clothing Manufacturers' Association en skenking en geld ontvang van donateurs of enige ander bron;

(*d*) gelde betaal vir die bywoning van opleidings- of ontwikkelingskursusse.

(3) (*a*) Elke werkgewer moet, op die betaaldag van elke week en met ingang van die eerste betaaldag ná die inwerkingtreding van hierdie Ooreenkoms, 4c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word; met dien verstande dat geen aftrekking gedoen moet word van die loon van 'n werknemer wat minder as 20 uur gewerk het gedurende die week waarin die aftrekkings gedoen moet word nie.

(*b*) Die werkgewer moet die totale bedrae wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur hom moet bygedra word, saam met 'n staat in die vorm van Aanhangsel B, binne sewe dae van die einde van die week waarin die aftrekkings gedoen moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

(4) Die Opleidingsfonds word geadministreer deur 'n Bestuursraad bestaande uit vier verteenwoordigers van die werkgewersorganisasie en vier verteenwoordigers van die vakvereniging, deur die Raad aangestel.

(5) Behoudens goedkeuring van die Nywerheidsraad, het die Bestuursraad die bevoegdheid om 'n opleidingskollege te stig, bekend as die „Opleidingskollege vir die Klerasienywerheid (Tvl.)" en ook die bevoegdheid om—

(*a*) 'n hoof en dié ander personeellede aan te stel, wat nodig mag wees vir die suksesvolle bestuur van die opleidingskollege;

(*b*) in oorlegpleging met en op die aanbeveling van die hoof van die opleidingskollege, opleidings- en ontwikkelingsprogramme vir die studente wat die opleidingskollege bywoon, op te stel;

(*c*) dié reëls en regulasies op te stel wat nodig mag wees vir die suksesvolle bestuur van 'n opleidingskollege;

(*d*) die gelde vas te stel wat deur voornemende werknemers of werknemers in die Nywerheid of ander personeel of deur die werkgewers van sodanige werknemers betaal moet word ten opsigte van 'n opleidingskursus wat by die opleidingskollege bygewoon word;

(*e*) aandag te skenk aan enige ander aangeleentheid wat in verband staan met die bedryf van 'n opleidingskollege, soos die uitreiking van sertifikate van bevoegdheid aan suksesvolle studente, die bevordering van openbare betrekkings, die huur of verkryging deur aankoop van geskikte uitrusting en persele en enige ander aangeleenthede wat na die mening van die Bestuurskomitee noodsaaklik is vir die

shall be paid, *pro rata* to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer to the employers who had contributed to the Fund.

(ii) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause the Fund shall continue to be administered by the Executive Committee until it be either liquidated or transferred by the Council to another fund in terms of sub-clause (11) of this clause, provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period the Fund shall be liquidated by the Council in the manner set fourth in paragraph (i) of this sub-clause and in sub-clause (13).

(13) All liquidation charges shall be a charge against the funds of the Fund and shall be allocated out *pro rata* to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer.

CLAUSE 32 (TRAINING FUND FOR THE CLOTHING INDUSTRY (TVL.))

(1) There is hereby continued a Fund known as the Training Fund for the Clothing Industry (Transvaal), hereinafter referred to as the Training Fund, for the purpose of financing a training college which is to be established for the purpose of training and development or retraining prospective employees and other personnel and/or employees already employed in the Clothing Industry and/or other personnel and for the purpose of recruiting suitable persons for employment in the Clothing Industry and/or undertaking research.

(2) The funds of the Training Fund shall consist of—

(*a*) contributions paid in terms of sub-clause (3) of this clause;

(*b*) interest earned on moneys invested;

(*c*) any donations made by the Garment Workers' Union of South Africa and the Transvaal Clothing Manufacturers' Association and/or donations and/or moneys received from patrons or any other source;

(*d*) any fees paid for attending training or development courses.

(3) (*a*) Every employer shall, on the pay day of each week and from the first pay day after this Agreement comes into operation, deduct four cents from the wages of each of his employees for whom minimum wages are prescribed in this Agreement; provided that no deductions shall be made from the wages of an employee who has worked for less than twenty hours in the week in which the deductions fall due.

(*b*) The employer shall forward the total amounts so deducted together with an equal amount which shall be contributed by him together with a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, within seven days of the end of the week in which the deductions fall due.

(4) The Training Fund shall be administered by a Board of Management consisting of four representatives of the employers' organization and four representatives of the trade union appointed by the Council.

(5) The Board of Management shall, subject to the approval of the Council, have power to establish a training college, to be known as the "Training College for the Clothing Industry (Transvaal)", and shall have power to—

(*a*) appoint a principal and such other staff members as may be required for the successful conduct of a training college;

(*b*) draw up, in consultation with and on the recommendation of the principal of the training college, training and development programmes for the students attending the training college;

(*c*) draw up such rules and regulations as may be required for the successful conduct of a training college;

(*d*) determine the fees to be paid by prospective employees or employees in the Industry or other personnel or by the employers of such employees in respect of any training course attended at the training college;

(*e*) attend to any other matter incidental to the operation of a training college, such as the issuing of certificates of competency to successful students, the promotion of public relations, the hiring or acquisition by purchase of suitable equipment and premises and any other matters which, in the opinion of the Board of Management, is essential for

suksesvolle bestuur van die opleidingskollege en/of die werwing van werknemers en/of ander personeel vir die Klerasienywerheid in die Transvaal en die onderneming van navorsing;

(*f*) die Bestuursraad beskik oor die reg om dié ander persone in 'n raadgewende hoedanigheid te koöpteer, soos hy raadsaam ag.

(6) Alle geld wat deur die Sekretaris van die Raad namens die Opleidingsfonds ontvang word, moet in 'n bankrekening ingelê word. 'n Amptelike kwitansie moet, wanneer by wet vereis, uitgereik word ten opsigte van alle geld wat deur die Opleidingsfonds ontvang word en trekkings uit die Fonds geskied deur middel van 'n tjek wat deur dié persone onderteken is wat van tyd tot tyd deur die Raad daartoe gemagtig word. Alle geld wat nie benodig word om lopende uitgawes te dek nie, moet deur die Bestuursraad belê word ingevolge die bepalings van artikel 21 (3) van die Wet.

(7) Die Raad moet 'n openbare rekenmeester as ouditeur aanstel en sy besoldiging moet uit die geld van die Opleidingsfonds betaal word. Die rekenings moet jaarliks vir die jaarlikse tydperke geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna in die kantoor van die Nywerheidsraad vir insae lê en kopieë daarvan gestuur word aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa.

(8) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Opleidingsfonds steeds geadministreer word deur die Bestuursraad totdat dit òf gelikwideer òf oorgeplaas word deur die Raad na 'n ander fonds of fondse of ander liggaam wat in die lewe geroep is vir hoofsaaklik dieselfde doeleindes waarvoor hierdie opleidingsfonds gestig is, met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, aangegaan word binne een jaar na verstryking van hierdie Ooreenkoms, of die Fonds nie, soos voornoem, oorgeplaas word binne dié tydperk nie, die Fonds gelikwideer moet word.

(9) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Fonds geadministreer word deur 'n komitee bestaande uit vier verteenwoordigers van die Transvaal Clothing Manufacturers' Association deur die Organisasie benoem en vier verteenwoordigers van die Garment Workers' Union of South Africa deur die Vereniging benoem, welke komitee moet voortgaan om die sake van die Opleidingsfonds te administreer. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt daardeur ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van sodanige komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Komitee. Ingeval hierdie Ooreenkoms na die ontbinding van die Raad verstryk, moet die Opleidingsfonds gelikwideer word deur die komitee wat ingevolge hierdie subklousule aangestel is of die trustee of trustees wat deur die Nywerheidsregistrateur aangestel is, na gelang van die geval, met dien verstande dat indien die sake van die Raad by sodanige verstryking alreeds gelikwideer en sy bates verdeel is, die saldo van die Opleidingsfonds ooreenkomstig artikel 34 (4) van die Wet verdeel moet word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(10) By likwidasie van die Fonds kragtens subklousule (8) van hierdie klousule of om enige ander rede, moet die geld nog in die kredit van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word mits die fondse van die Opleidingsfonds nie na 'n ander liggaam oorgedra is nie.

(11) Alle administrasie- en likwidasiekoste is 'n las teen die Opleidingsfonds.

Namens die partye op hede die 11de dag van Junie, Eenduisend Negehonderd Nege-en-sestig in Johannesburg onderteken.

M. FESTENSTEIN,
Voorsitter.

A. HIRSOWITZ,
Ondervoorsitter.

J. H. THOMAS,
Sekretaris van die Raad.

the successful conduct of the training college and/or the recruiting of employees and/or other personnel for the Clothing Industry in the Transvaal and the undertaking of research;

(*f*) the Board of Management shall have the right to co-opt in an advisory capacity such other persons as it may deem fit.

(6) All moneys received by the Secretary of the Council on behalf of the Training Fund shall be deposited into a banking account. An official receipt, where required by law, shall be issued for all monies received into the Training Fund and withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorized by the Council. All moneys not required to meet current payments shall be invested by the Board of Management, in terms of the provisions of section 21 (3) of the Act.

(7) The Council shall appoint a public accountant as auditor whose remuneration shall be paid out of the funds of the Training Fund. The accounts shall be audited annually for the annual periods ending 31st December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(8) In the event of the expiry of this Agreement by effluxion of time or cessation or any other cause, the Training Fund shall continue to be administered by the Board of Management until it be either liquidated or transferred by the Council to any other fund or funds or other body constituted for substantially the same purposes for which this Training Fund was created, provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated.

(9) In the event of the dissolution of the Council, or in the event of its ceasing to function during any period in which this Agreement is binding, the Fund shall be administered by a committee consisting of four representatives of the Transvaal Clothing Manufacturers' Association appointed by the Association and four representatives of the Garment Workers' Union of South Africa appointed by the union, which committee shall continue to administer the affairs of the Training Fund. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising therefrom which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial 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 purposes. In the event of the expiration of this Agreement after the dissolution of the Council, the Training Fund shall be liquidated by the committee appointed in terms of this sub-clause or the trustee or trustees appointed by the Industrial Registrar as the case may be, provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the assets of the Training Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the Fund in terms of sub-clause (8) of this clause, or for any other reason, provided that the funds of the Training Fund have not been transferred to another body, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including the administration and liquidation expenses shall be paid into the general funds of the Council.

(11) All administration and liquidation charges shall be a charge against the funds of the Training Fund.

Signed at Johannesburg on behalf of the parties this 11th day of June, One thousand Nine hundred and Sixty-nine.

M. FESTENSTEIN,
Chairman.

A. HIRSOWITS,
Vice-Chairman.

J. H. THOMAS,
Secretary.

AANHANGSEL A.

Familienaam | Voornaam | Gereg. No.

Adres ..... Nuwe adres .....

.....

ONDERVINDINGREGISTER.

Soos op ..... 19 ..... : ..... jaar ..... maande by die volgende fabrieke:—

.....

.....

Minimum loon ..... Beroep .....

Naam van fabriek.	Beroep.	Datum van indiensneming.	Voorgeskrewe loon.	N.R.K.N.-kontrole.	Datum van beëindiging.	Voorgeskrewe loon.	Klokno.

By indiensneming moet hierdie kaart aan die werkgewer oorhandig word, en hy moet die eerste vier kolomme daarvan invul en dit dan aan die Raad stuur, saam met 'n indiensnemingskennisgewingvorm. Die loon sal in die kantoor van die Raad nagegaan en die kaart aan die werkgewer teruggestuur word. Wanneer diens beëindig word, moet die werkgewer die laaste twee kolomme invul en die kaart dan aan die werknemer terugbesorg in ruil vir die werknemer se dokterskaart.

Voorgeskrewe loon beteken die loon verskuldig ingevolge klousule 4 (1), gelees met klousule 4 (3) van die Ooreenkoms.

Handtekening van werknemer .....

ANNEXURE A.

Surname | First Name | Reg. No.

Address ..... New Address .....

.....

RECORD OF EXPERIENCE.

As at ..... 19 ..... : ..... years ..... months at the following factories:—

.....

.....

Minimum Wage ..... Occupation .....

Name of factory.	Occupation.	Date of engagement.	Prescribed wage.	I.C.C.I. check.	Date of termination.	Prescribed wage.	Clock No.

On engagement, this card must be handed to the employer, who must fill in the first four columns and forward it to the Council with a Report of Engagement Form. At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last two columns and return the card to the employee, in exchange for the employees' Doctor's card.

Prescribed wage means the wage due in terms of Clause 4 (1) read with Clause 4 (3) of the Agreement.

Signature of Employee .....

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID TRANSVAAL)
Telefone: 23-8321/2/3/4/5, Posbus 5101, Johannesburg.
Garment Centre, hoek van Kerk- en Endstraat, Johannesburg.

WEEKLIKSE OPGAWE)

(Hierdie vorm moet ingevul en teruggestuur word binne sewe dae vanaf die laaste dag van die week waarin die bedrae afgetrek moet word)

Naam van fabriek.....

Adres.....

Bydraes vir die week geëindig.....19.....

Mediese Hulpfonds van die Transvaalse Klerasienywerheid					R	c
Getal bedrae gedurende die week afgetrek:		Tarief	R	c		
(*a*) Van manlike werknemers wat R19.00 per week of meer verdien	—	(teen 36c elk)				
(*b*) Van sowel manlike as vroulike werknemers wat R11.51 per week of meer verdien, maar uitgesonderd (*a*) hierbo	—	(teen 26c elk)				
(*c*) Van sowel manlike as vroulike werknemers wat minder as R11.51 per week verdien maar uitgesonderd (*a*) en (*b*) hierbo	—	(teen 21c elk)				
Werkgewer se bydrae: Groottotaal van getal aftrekkings van alle werknemers se lone	—	(teen 20c elk)				
Voeg by: Tekortbetaling op vorige opgawe/s—M.H.V.						
Voeg by: Kortbetaling op vorige opgawe/s—S.F.						
TOTALE BYDRAE VIR M.H.T.K.						
Slaptetydfonds van die Klerasienywerheid (Tvl.)						
Getal bedrae gedurende die week afgetrek:		Tarief				
(*a*) Van werknemers wat R13.42 per week of meer verdien	—	(teen 4c elk)				
(*b*) Van werknemers wat minder as R13.42 per week verdien	—	(teen 2c elk)				
(*c*) Voeg by dié van nie-bydraers tot W.V.F. wat minder as R6.00 per week verdien	—	(teen 2c elk)				
(*d*) Voeg by dié van nie-bydraes tot W.V.F. wat R6.00 of meer per week verdien	—	(teen 3c elk)				
Werkgewer se bydrae: Totaal van (*a*) en (*b*) hierbo						
Voeg by: Kortbetaling op vorige opgawe/s						
TOTALE BYDRAE VIR S.T.K.						
Nywerheidsraad vir die Klerasienywerheid (Tvl.)						
Getal bedrae gedurende die week afgetrek:		Tarief				
Van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is	—	(teen 4c elk)				
Werkgewers se bydrae: 'n Bedrag gelyk aan die bedrag hierbo						
Voeg by: Kortbetaling op vorige opgawe/s						
TOTALE BYDRAE VIR N.R.K.N.						
Voorsorgfonds van die Klerasienywerheid (Tvl.)						
Werknemers se bydraes, soos per aanhangsels						
Werkgewers se bydraes, soos per aanhangsels						
Voeg by: Kortbetaling op vorige opgawe/s						
TOTAAL VAN BYDRAE BETAALBAAR AAN V.F.K.N. (TVL.)						
Stabilisasieversekeringsfonds						
Getal werknemers:		Tarief				
Werkgewer se bydrae	—	(teen 25c elk)				
Voeg by: Kortbetaling op vorige opgawe/s						
TOTALE BYDRAE VIR STABILISASIEFONDS						
Opleidingsfonds vir die Klerasienywerheid (Tvl.)						
Getal bedrae gedurende die week afgetrek:		Tarief				
Van alle werknemers vir wie lone in die Ooreenkoms voorgeskryf word	—	(teen 4c elk)				
Werkgewers se bydrae: 'n Bedrag gelyk die bedrag hierbo						
Voeg by: Kortbetaling op vorige opgawe/s						
TOTALE BYDRAE VIR O.F.K.N.						
Totale bedrae betaalbaar aan alle Fondse						
Trek af: Oorbetaling op vorige opgawe/s: M.H.V.						
Trek af: Oorbetaling op vorige opgawe/s: S.F.						
Trek af: Oorbetaling op vorige opgawe/s: S.T.K.						
Trek af: Oorbetaling op vorige opgawe/s: Raad						
Trek af: Oorbetaling op vorige opgawe/s: V.F.						
TOTALE BEDRAG VAN OORBETALING						
TJEK/POSORDER/KONTANT ingesluit vir *Let Wel:* Vooruitgedateerde tjeks word nie aanvaar nie.						

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)
Phones: 23-8321/2/3/4/5, P.O. Box 5101, Johannesburg.
Garment Centre, cor. of Kerk en End Streets, Johannesburg.

(WEEKLY RETURN)

(This form must be completed and returned within seven days of the week in which the deductions fell due)

Name of Factory.....
Address.....
Contribution for the week of.....19.....

Transvaal Clothing Industry Medical Aid Society			R	c	R	c
Number of deductions made during the week:		Rates				
(*a*) from Male Employees earning R19.00 per week or more	—	(at 36c each)				
(*b*) from both Male and Female Employees earning R11.51 per week or more, but excluding (*a*) above	—	(at 26c each)				
(*c*) from both Male and Female employees earning less than R11.51 per week but excluding (*a*) and (*b*) above	—	(at 21c each)				
Employers' Contribution: Grand Total of Number of Deductions made from all Employees	—	(at 20c each)				
Add: Underpayment on previous return/s—M.A.S.						
Add: Underpayment on previous return/s—S.F.						
TOTAL CONTRIBUTION FOR T.C.I.M.A.S.						
The Slack Pay Fund or the Clothing Industry (Tvl.)						
Number of deductions made during the week:		Rates				
(*a*) from Employees earning R13.42 or more per week	—	(at 4c each)				
(*b*) from Employees earning less than R13.42 per week	—	(at 2c each)				
(*c*) Additional from Non-contributors to U.I.F. earning less than R6.00 per week	—	(at 2c each)				
(*d*) Additional from Non-contributors to U.I.F. earning R6.00 or more per week	—	(at 3c each)				
Employers' Contribution: Total of (*a*) and (*b*) above						
Add: Underpayment on previous return/s						
TOTAL CONTRIBUTION FOR T.C.I.S.P.F.						
Industrial Council for the Clothing Industry (Tvl.)						
Number of deductions made during the week:		Rates				
From all Employees, for whom wages are prescribed in the Agreement	—	(at 4c each)				
Employers' Contribution: An amount equal to the amount above						
Add: Underpayment on previous return/s						
TOTAL CONTRIBUTION FOR THE I.C.C.I.						
The Provident Fund for the Clothing Industry (Tvl.)						
Employees' Contribution, as per Annexures						
Employers' Contribution, as per Annexures						
Add: Underpayment on previous return/s						
TOTAL CONTRIBUTION P.F. FOR THE C.I. (TVL.)						
Stabilisation Insurance Fund						
Number of Employees:		Rates				
Employers' Contribution	—	(at 25c each)				
Add: Underpayment on previous return/s						
TOTAL CONTRIBUTION FOR STABILISATION FUND						
Training Fund for the Clothing Industry (Tvl.)						
Number of deductions made during the week:		Rates				
From all Employees, for whom wages are prescribed in the Agreement	—	(at 4c each)				
Employers' Contribution: An amount equal to the amount above						
Add: Underpayment on previous return/s						
TOTAL CONTRIBUTION FOR THE T.F.C.I.						
Total Contribution Payable to all Funds						
Deduct overpayment on previous return/s: M.A.S.						
Deduct overpayment on previous return/s: S.F.						
Deduct overpayment on previous return/s: S.P.F.						
Deduct overpayment on previous return/s: Council						
Deduct overpayment on previous return/s: P.F.						
TOTAL AMOUNT OVERPAID						
CHEQUE/POSTAL ORDER/CASH enclosed for						

Please Note: Post-dated Cheques will not be accepted.

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID

Telefone: 23-8321/2/3/4/5, Posbus 5101, Johannesburg

DIE VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TVL.)

BYDRAELYS

Fabriek .....

Maand .....

SLEGS VIR GEBRUIK DEUR VOORSORGFONDS-KANTOOR

Lid se bydraes . . . . . R.....
Werkgewer se bydraes . . . . R.....
TOTAAL . . . . R.....

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

Kwitansienommer . . . . . R.....
Datum . . . . . R.....

Nagaan vir kwitering . . .		
Kwitering		
Statistieke		
Nagaan van voorsorgregister		
Byvoegings		
Weglatings		
Voorberei vir pos . . .		
Pos		
Liassering		

Voor liassering, gaan eers na of lys deur alle afdelings was.

Diens-kaartno.	Familienaam	Voor-letters	Klok-no.	Voorsorgfonds vir die Klerasienywerheid (Tvl.) Week wat eindig op					Totaal R	Totaal c	Mediese Hulpvereniging 21c	26c	36c	Slapte besoldigingsfonds 2c	4c	Voeg by Nie-bydraers tot W.V.F. 2c	3c	N.R KN 4c	Opleidingsfonds 4c	Datum van indiensneming	Beroep	Loon per week soos op eerste betaaldag van maand	Datum van beëindiging		

Totale getal aftrekkings . . .

Totale bydraes van lede . . . . . R.....
Totale bydraes van werkgewers getal × 7c R.....

TOTAAL OP HIERDIE BLADSY . R.....

Totaal op hierdie bladsy

Totaal van vorige bladsy af oorgebring

Totaal oorgedra

Die dokterskaarte van werknemers wie se dienste beëindig is, moet saam hiermee teruggestuur word.
Hierdie vorm moet ingevul en binne twee weke vanaf die laaste dag van die maand waarin die aftrekkings gedoen is, teruggestuur word.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TVL.

Phones: 23-8321/2/3/4/5, P.O. Box 5101, Johannesburg

THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TVL.)

CONTRIBUTION LIST

Factory.....

Month.....

PROVIDENT FUND'S OFFICE USE ONLY

Members' Contribution . . . . R.....
Employer's Contributions . . . R.....
TOTAL . . . . R.....

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

Receipt No..... R.....
Date ..... R.....

Checking for receipting . .	.....	.....
Receipting	.....	.....
Statistics	.....	.....
Provident record check . .	.....	.....
Adds	.....	.....
Lefts	.....	.....
Preparing for posting . .	.....	.....
Posting	.....	.....
Filing	.....	.....

Before filing, check that list has been through all departments.

Service card No.	Surname	Initials	Clock No.	Provident Fund for the Clothing Industry (Transvaal)							Medical Aid Society			Slack Pay Fund				I.C.-C.I.	Training Fund	Date of engagement	Occupation	Wage per week as at first pay day of month		Date of termination		
				Week ending					Total							Additional from Non-contributors to U.I.F										
											Number of deductions															
									R	c	21c	26c	36c	2c	4c	2c	3c	4c	4c			R	c			

Total number of deductions .

Total Members Contributions . . . R.....
Total Employers' Cont. No... × 7c . . R.....

TOTAL ON THIS PAGE . . . R

Total on this page

Total from previous page

Total carried forward

The doctors' cards of workers whose services have been terminated must be returned herewith.
This form must be completed and returned within two weeks of the last day of the month in which the deductions were made.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL).

TELEFONE: 23-8321/2/3/4.
POSBUS 5101,
JOHANNESBURG.

GARMENT CENTRE,
H/V KERK- EN ENDSTRAAT,
JOHANNESBURG.

VERSLAG VAN INDIENSNEMINGS.

Aan die Sekretaris, Nywerheidsraad vir die Klerasienywerheid (Transvaal), Posbus 5101, Johannesburg. Gaan asseblief ingeslote dienskaarte na en stuur dit aan my terug.

Fabriek..... Datum.....

Besonderhede met betrekking tot dienskaarte ingesluit.

Naam.	Dienskaartno.	Klokkaartno.	Datum van indiensneming.	Loon by indiensneming.	Beroeps-kategorie.

Hierdie vorm moet, saam met die betrokke dienskaart of -kaarte, binne 3 dae ná bevestiging van die indiensneming van elke nuwe werknemer ingestuur word.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL).

PHONES: 23-8321/2/3/4/5.
P.O. BOX 5101,
JOHANNESBURG.

GARMENT CENTRE,
COR. KERK & END STREETS,
JOHANNESBURG.

REPORT OF ENGAGEMENTS.

To the Secretary, Industrial Council for the Clothing Industry, (Transvaal), P.O. Box 5101, Johannesburg. Please check the enclosed Service Cards and return them to me.

Factory..... Date.....

Particulars relating to service cards enclosed.

Name.	Service card number.	Clock card number.	Date of engagement.	Wage on engagement.	Occupational category.

This form, together with the relevant Service Card or Cards must be submitted within three days of the confirmation of the employment of each new employee.

AANHANGSEL E.

SLAPTEBESOLDIGINGSFONDS VAN TRANSVAALSE KLERASIENYWERHEID.

AANSOEKE OM VOORDELE.

Posbus 5101.
Telefoon 23-8321.

Garment Centre,
hoek van Kerk- en Endstr at,
Johannesburg.

NAAM VAN FABRIEK..... ADRES.....

Die volgende.....werknemers werk korttyd ooreenkomstig klousule 6 van die Ooreenkoms.
(vermeld getal)

LET WEL.—Verstrek asb. al die vereiste besonderhede in blokletters aangesien dit die betaling van voordele sal bespoedig en onnodige navrae sal uitskakel.

.....
Datum

Moet deur fabriek ingevul word.

SLEGS VIR KANTOORGEBRUIK.

.....
Handtekening van Fabrieksverteenwoordiger.

OPMERKINGS—
Werknemers ontvang voordele vir elke volledige vyf dae korttyd.
Hierdie vorm moet ten opsigte van hoogstens vyf dae korttyd ingevul word.
Werknemers met minder as 13 weke ondervinding in die Klerasienywerheid is nie op voordele geregtig nie.

SLEGS VIR KANTOORGEBRUIK.
Vel No.....
Datum ontvang.....
Datum ingevul.....
Getal werknemers.....
Getal dae.....
Bedrag betaal . . . . R.....c

Klok-kaartno.	Naam van werknemer.		Diens-kaart-no.	Vermeld datums waarop werk-nemer korttyd sal werk.					Meld huidige weekloon.		Aan-vangs-datum.	Getal dae slaptebe-soldiging tot op datum betaal.	Totale bedrag slaptebe-soldiging verskuldig.		Op-merkings.	Netto bedrag uit slaptebe-soldigings-fonds ver-skuldig.		Bereken deur.	Nagegaan deur.	Tjek-no.	Hierby sertifiseer ek dat ek op genoemde dae korttyd gewerk het en dat ek geen siektebesol-diging t.o.v. daardie dae getrek het nie.	Datum van betaling.	Betaal deur.
	Voor-letters.	Familienaam		1ste dag.	2de dag.	3de dag.	4de dag.	5de dag.	R	c			R	c		R	c							
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ANNEXURE E.

TRANSVAAL CLOTHING INDUSTRY SLACK PAY FUND.

APPLICATION FOR BENEFITS.

P.O. Box 5101.
Phone 23-8321.

Garment Centre,
Cor. Kerk and End Streets,
Johannesburg.

NAME OF FACTORY..... ADDRESS.....

The following.....employees have been placed on short-time in terms of clause 6 of the Agreement.
(state number)

NOTE.—Please give all required details in block capitals as this will expedite the payment of benefits and avoid unnecessary queries.

.....
Date
To be completed by the factory.

FOR OFFICE USE ONLY.

.....
Signature of Factory Representative.

NOTES—
Employees receive benefits for every complete five days of short-time.
This form must be completed in respect of not more than five days short-time.
Employees with less than 13 weeks experience in the Clothing Industry are not entitled to benefits.

FOR OFFICE USE ONLY.
Sheet No.....
Date received.....
Date completed.....
No. of employees.....
No. of days.....
Amount paid . . . . R.....c

Clock Card No.	Name of employee.		Service Card No.	Give the dates of which the Employee will be on short-time.					State Present Total Weekly Wage.		Date of Commencement.	No. of Days Slack Pay Paid to Date.	Total Amount of Slack Pay Due.		Remarks.	Nett Amt. Due from the Slack Pay Fund.		Calculated by.	Checked by.	Cheque No.	I hereby certify that I was on short-time on the days stated and that I have not drawn sick pay in respect of those days.	Date of Payment.	Paid by.
	Initials	Surname.		1st day	2nd day	3rd day	4th day	5th day	R	c			R	c		R	c						
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No. R.267.] [20 Februarie 1970.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KLERASIENYWERHEID, TRANSVAAL

Ek, MARAIS VILJOEN, Minister van Arbeid,—

(*a*) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing R.266 van 20 Februarie 1970, oor die algemeen, vir oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(*b*) stel hierby kragtens artikel 54 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening 1956, bindend mag wees, vry van die bepalings van artikel 21A van eersgenoemde Wet vir sover dit werknemers betref wat ingevolge klousule 21 van genoemde Ooreenkoms op siektevoordele geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R.267.] [20th February, 1970.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CLOTHING INDUSTRY, TRANSVAAL

I, MARAIS VILJOEN, Minister of Labour—

(*a*) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Clothing Industry, published under Government Notice R.266 of 20th February, 1970 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 Factories, Machinery and Building Work Act, 1941, hereby exempt all employers who are subject to the provisions of the said Agreement from the provisions of section 21A of the said Act as from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, in respect of employees who are entitled to sick benefits in terms of clause 21 of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R.268.] [20 Februarie 1970.

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R.1725 van 27 September 1968, R.2133 van 22 November 1968 en R.650 van 25 April 1969 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

No. R.268.] [20th February, 1970.

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL

CANCELLATION OF GOVERNMENT NOTICES

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R.1725 of 27th September, 1968, R.2133 of 22nd November, 1968, and R.650 of 25th April, 1969, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

No. R.269.] [20 Februarie 1970.

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL

WYSIGING VAN VOORSORGFONDS-OOREENKOMS

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

(*a*) kragtens artikel 48 (1) (*a*) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(*b*) kragtens artikel 48 (1) (*b*) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 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 provinsie Transvaal; en

(*c*) kragtens artikel 48 (3) (*a*) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, in die gebied gespesifiseer in paragraaf (*b*) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

(hieronder die „werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

Garment Workers' Union of South Africa

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

No. R.269.] [20th February, 1970.

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL

AMENDMENT OF PROVIDENT FUND AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

(*a*) in terms of section 48 (1) (*a*) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement), which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, upon the employers' organization and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organization or union;

(*b*) in terms of section 48 (1) (*b*) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, 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 Province of Transvaal; and

(*c*) in terms of section 48 (3) (*a*) of the said Act, declare that in the area specified in paragraph (*b*) of this notice and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, the provisions of the Amending Agreement shall, *mutatis mutandis*, be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

(hereinafter called "the employees" or the "trade union"), of the other part,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal), om die Ooreenkoms tussen genoemde partye, gedateer 10 Junie 1957 en gepubliseer by Goewermentskennisgewing No. 1172 van 2 Augustus 1957, soos gewysig by Goewermentskennisgewings Nos. 1338, 431, 664, R.561, R.1967 en R.2134 van onderskeidelik 28 Augustus 1959, 10 Maart 1961, 10 Mei 1963, 23 April 1965, 10 Desember 1965 en 23 November 1968, soos volg te wysig:—

KLOUSULE 1

Deur die omskrywings van „bydraer" en „ondervinding" in klousule 3 te skrap en deur die volgende omskrywings te vervang:

„Bydraer" 'n werknemer vir wie minimum lone voorgeskryf is in die Ooreenkoms vir die Klerasienywerheid (Transvaal), gepubliseer by Goewermentskennisgewing No. R.266 van 20 Februarie 1970, met minstens ses maande ondervinding, en omvat dit enigeen wat ingevolge klousule 6 (2) van hierdie Ooreenkoms tot die Fonds toegelaat word, maar nie ook 'n werknemer in die Nywerheid wat weens sy diensvoorwaardes 'n bydraer is tot 'n pensioenfonds of voorsorgfonds wat deur die Registrateur van Pensioenfondse ingevolge artikel 4 van Wet No. 24 van 1956 geregistreer is, en goedgekeur is deur die Sekretaris van Binnelandse Inkomste ingevolge die bepalings van die Inkomstebelastingwet, No. 58 van 1962, soos gewysig, en die Nywerheidsraad vir die Klerasienywerheid (Transvaal) nie;

„ondervinding" die totale dienstydperk of -tydperke van 'n werknemer in die Klerasienywerheid en/of kleremakery-op-maatnywerheid en/of private kleremakery in enige hoedanigheid of hoedanighede ten opsigte waarvan lone voorgeskryf word in klousule 4 van die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. R.266 van 20 Februarie 1970, en word geag in elke dienskontrak ononderbroke te wees vanaf die tyd wat die werknemer by sy werkgewer in diens tree tot die tyd wat dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in enige bepaalde halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling in sy eerste halfjaar diens, hoewel hy minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van 'n halfjaar het, geag word vir die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge klousule 14 (1) (*e*) geag word ondervinding te wees slegs indien die dienskontrak bekragtig word.

KLOUSULE 2

Deur klousule 6 (1) te skrap en deur die volgende subklousule te vervang:

„(1) alle werknemers vir wie minimum lone voorgeskryf word in die Ooreenkoms vir die Klerasienywerheid (Transvaal), gepubliseer by Goewermentskennisgewing No. R.266 van 20 Februarie 1970;"

KLOUSULE 3

Vervang in klousule 7 (1) die woorde „Aanhangsel A by hierdie Ooreenkoms" deur die woorde „Aanhangsel C by die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.266 van 20 Februarie 1970".

Namens die partye op hede die 11de dag van Junie 1969 te Johannesburg onderteken.

M. FESTENSTEIN,
Voorsitter.

A. HIRSOWITZ,
Ondervoorsitter.

J. H. THOMAS,
Sekretaris.

being the parties to the Industrial Council for the Clothing Industry (Transvaal), to amend the Agreement, between the said parties, dated 10th June 1957, and published under Government Notice No. 1172, dated 2nd August 1957, as amended by Government Notices Nos. 1338, 431, 664, R.561, R.1967 and R.2134, dated 28th August 1959, 10th March 1961, 10th May 1963, 23rd April 1965, 10th December 1965 and 22nd November 1968, respectively, as follows:—

CLAUSE 1

By the deletion of the definitions of "contributor" and "experience" in clause 3 and the substitution of the following definitions:

"contributor" means any employee for whom minimum wages are prescribed in the Agreement for the Clothing Industry (Transvaal), published under Government Notice No. R.266 dated 20th February, 1970, who has had not less than six months experience and includes any person admitted to the Fund in terms of clause 6 (2) of this Agreement; but shall not include any employee in the Industry who due to his conditions of employment is a contributor to a pension fund or provident fund which has been registered by the Registrar of Pension Funds in terms of section 4 of Act No. 24 of 1956, and has been approved by the Secretary for Inland Revenue in terms of the provisions of Income Tax Act, Act No. 58 of 1962, as amended, and the Industrial Council for the Clothing Industry (Transvaal);

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in Clause 4 of the Agreement, published under Government Notice No. R.266 dated 20th February, 1970, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated; provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year; and provided further that a learner in his first half-year of employment, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year shall be deemed to have been in employment for the whole half-year; and provided further that the trial period of an employee in terms of Clause 14 (1) (*e*) shall be deemed to be experience only if the contract of service is confirmed.

CLAUSE 2

By the deletion of clause 6 (1) and the substitution of the following sub-clause (1):—

"(1) all employees for whom minimum wages are prescribed in the Agreement for the Clothing Industry (Transvaal), published under Government Notice No. R.266 dated 20th February, 1970;"

CLAUSE 3

Substitute the words "Annexure C to the Agreement published under Government Notice No. R.266 dated 20th February, 1970", for the words "Annexure A to this Agreement" in clause 7 (1).

Signed at Johannesburg on behalf of the parties this 11th day of June, One thousand Nine hundred and Sixty-nine.

M. FESTENSTEIN,
Chairman.

A. HIRSOWITZ,
Vice-Chairman.

J. H. THOMAS,
Secretary.

No. R.270.] [20 Februarie 1970.

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL

WYSIGING VAN BUITEWERKOOREENKOMS

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

(*a*) kragtens artikel 48 (1) (*a*) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(*b*) kragtens artikel 48 (1) (*b*) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 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 Provinsie Transvaal;

(*c*) kragtens artikel 48 (3) (*a*) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie eindig, in die gebied gespesifiseer in paragraaf (*b*) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en

(*d*) kragtens artikel 48 (7) van genoemde Wet dat die bepalings van klousule 1 van die Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1971 eindig, in die gebied gespesifiseer in paragraaf (*b*) van hierdie kennisgewing bindend is vir die prinsipale en aannemers soos omskryf in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R.1279 van 26 Augustus 1966.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Transvaal Clothing Manufacturers' Association

(hieronder die „werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

No. R.270.] [20th February, 1970.

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL

AMENDMENT OF OUTWORK AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

(*a*) in terms of section 48 (1) (*a*) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement), which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, upon the employers' organization and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organization or union;

(*b*) in terms of section 48 (1) (*b*) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, 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 Province of Transvaal;

(*c*) in terms of section 48 (3) (*a*) of the said Act, declare that in the area specified in paragraph (*b*) of this notice and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, the provisions of the Amending Agreement shall, *mutatis mutandis*, be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

(*d*) in terms of section 48 (7) of the said Act, declare that in the area specified in paragraph (*b*) of this notice and from the second Monday after the date of publication of this notice and for the period ending 30th June, 1971, the provisions of clause 1 of the Amending Agreement shall be binding upon the principals and contractors as defined in clause 3 of the Agreement published under Government Notice R.1279 of 26th August, 1966.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal), om die Ooreenkoms tussen genoemde partye, gedateer 16 Februarie 1966 en gepubliseer by Goewermentskennisgewing No. R.1279 van 26 Augustus 1966, soos hernieu by Goewermentskennisgewing No. R.1649 van 20 Oktober 1967, gewysig by Goewermentskennisgewing No. R.1650 van 20 Oktober 1967 en soos verder hernieu by Goewermentskennisgewing No. R.1131 van 28 Junie 1968, soos volg te wysig:

KLOUSULE 1

(*a*) Deur die eerste paragraaf van die inleiding tot die woordomskrywing in klousule 3 te skrap en deur die volgende te vervang:

„Alle uitdrukkings in hierdie Ooreenkoms wat omskryf word in die Wet of in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R266 van 20 Februarie 1970, het dieselfde betekenis as in dié Wet of dié Ooreenkoms."

(*b*) Deur die omskrywing van „skoonknip- en skoonmaakwerk" in klousule 3 te skrap en deur die volgende omskrywing te vervang:

„skoonknip- en skoonmaakwerk alle werk verrig deur 'n algemene werker soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R266 van 20 Februarie 1970, uitgesonderd dié werksaamhede wat in klousule 4 (2) (iv) van hierdie Ooreenkoms bedoel word."

KLOUSULE 2

Deur subklousule 7 (c) te skrap en deur die volgende te vervang:

„Die bepalings van klousule 11 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R266 van 20 Februarie 1970, is nie van toepassing gedurende die tydperk waarin hierdie Ooreenkoms van krag is nie."

Namens die partye op hede die 11de dag van Junie 1969 te Johannesburg onderteken.

M. FESTENSTEIN,
Voorsitter.

A. HIRSOWITZ,
Ondervoorsitter,

J. H. THOMAS,
Sekretaris.

Garment Workers' Union of South Africa

(hereinafter called "the employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry (Transvaal), to amend the Agreement, between the said parties, dated 16th February 1966, and published under Government Notice No. R.1279, dated 26th August 1966, as renewed by Government Notice No. R.1649 of 20th October 1967, as amended by Government Notice No. R.1650 dated 20th October 1967, as further renewed by Government Notice No. R.1131 of 28th June 1968, as follows:—

CLAUSE 1

(*a*) By the deletion of the first paragraph of the preamble to the definitions obtained in clause 3 and the substitution of the following:

"Any terms in this Agreement which are defined in the Act or in the Agreement published under Government Notice No. R.266 of the 20th February, 1970, shall have the same meaning as in that Act or that Agreement."

(*b*) By the deletion of the definition of "nipping and cleaning" in clause 3 and the substitution of the following definition:

"nipping and cleaning means any of the duties performed by a general worker as defined in the Agreement published under Government Notice No. R.266 dated 20th February, 1970, excluding operations referred to under clause 4 (2) (iv) of this Agreement."

CLAUSE 2

By the deletion of sub-clause 7 (*c*) and the substitution therefor of the following:

"The provisions of clause 11 of the Agreement published under Government Notice No. R.266 of the 20th February, 1970, shall, during the period of operation of this Agreegent not apply."

Signed at Johannesburg on behalf of the parties this 11th day of June, One thousand Nine hundred and Sixty-nine.

M. FESTENSTEIN,
Chairman.

A. HIRSOWITZ,
Vice-Chairman.

J. H. THOMAS,
Secretary.

INHOUD.

Departement van Arbeid.

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