



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2058

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE—POSVRY

REGULASIEKOERANT No. 2058

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 112]

PRETORIA, 18 OCTOBER 1974
18 OKTOBER

[No. 4450

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1850 18 October 1974
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 with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (2) (n), 24, 25 and 26, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, 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 the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, the provisions of the said 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.

28260—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1850 18 Oktober 1974
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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (2) (n), 24, 25 en 26, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (2) (n), 24, 25 en 26, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, in die provinsie Transvaal *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.

4450—1

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,

being 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 the Transvaal by all employers who are members of the employers' organisation 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 subclause (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, 22 and 29 shall, subject to paragraph (c), apply in respect of any 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, Pretoria and Rustenburg.

(3) For the purposes of subclause (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 subclause 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 30 June 1977 or for such period or periods 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 amendment of such Act and unless the contrary appears, words importing the masculine gender shall include females; further unless inconsistent with the context:

"Act" means the Industrial Conciliation Act, 1956;

"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 purposes 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;

BYLAWE

NYWERHEIDSRAAD VIR DIE KLERASIE-
NYWERHEID (TRANSVAAL)

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenning, 1956, gesluit deur en aangegaan tussen die

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

KLOUSULE 1.—TOEPASSINGSBESTEK VAN
OOREENKOMS

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

(2) Ondanks subklousule (1)—

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

(b) is klousules 21, 22 en 29, behoudens paragraaf (c), van toepassing op enige werknemer in die Nywerheid vir wie geen lone in klousule 4 voorgeskryf word nie, indien so 'n werknemer en sy werkgever onderling skriftelik daarvoor ooreengekom het;

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

(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 dié datum wat die Minister van Arbeid bepaal, en bly van krag tot 30 Junie 1977, of vir die tydperk of tydperke wat hy vasstel.

KLOUSULE 3.—WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoenning, 1956;

"ambagsman" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, uitgesonderd klein herstelwerkies of verstellings aan masjinerie of installasies of klein herstelwerkies aan of opknapping van geboue en uitgesonderd 'n masjienbandbediener en onderhoudsassistente 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 of artikel 2 (7) of 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 voordat ander werksaamhede verrig word; en/of voerings opbyg, d.w.s. voerings van baadjies in hul plekke met die hand vaswerk voor die aanmekeerwerk van kantnate, en omvat dit 'n werknemer wat buiterygerwerk doen;

"chopper out" means an employee engaged in cutting out garments or parts of garments by hand or machine from one or more layers of material and excludes a re-cutter and an interlining and/or trimming chopper-out;

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

"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 night-wear, 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, mass-measuring, 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- or more-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 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: 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: 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: Provided further that any learner sewing machinist who has successfully completed the sewing machinist training course at the Training College for the Clothing Industry (Tvl) shall be credited with six months' experience, on production of written evidence thereof, and that a learner pattern maker and/or pattern grader, who has successfully completed a two-year training course of the Training College for the Clothing Industry (Tvl), shall be credited with 12 months' experience on production of written evidence thereof;

"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;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal;

"onderbaas" 'n werknemer wat onder toesig van 'n voorman, voorvrou of toesighouer, aan die hoof staan van parsers 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, en omvat dit nie 'n hersnyer of 'n uitsnyer van tussenvoerings en/of versiersels nie;

"perssnyer" 'n werknemer wat dele van kledingstukke met 'n stempel sny deur 'n meganiese of hidrouliese pers te gebruik;

"kleedkamertoegighouer" 'n werknemer wat in beheer is van 'n kleedkamer waarin 'n werknemer hom kan verklee of sy kleres bêre, of in beheer is 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;

"Klerasiennywerheid" 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 van enige staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede, maar omvat dit nie kleremakery-op-maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en wat geag word kragtens die Wet op Nywerheidsversoening, 1956, geregistreer te wees;

"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, massameet, verpakking, merk, adresseer of versending van sodanige goedere of pakkette;

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

"drywer van 'n afleweringsmotorvoertuig" 'n drywer van 'n vier- of meerwielmotorvoertuig wat gebruik word vir die aflewering van goedere maar omvat dit nie 'n deelytse motorvoertuigdrywer nie;

"bedryfsinrigting" enige plek waarin enige werksaamheid in verband met die klerasiennywerheid verrig word;

"ondervinding" die totale dienstydperk of -tydperke van 'n werknemer in die Klerasiennywerheid en/of die kleremakery-op-maat-nywerheid en/of private kleremakery in enige hoedanigheid of hoedanighede ten opsigte waarvan lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word en sodanige ondervinding word in elke dienskontrak geag aaneenlopend te wees met ingang van die tyd waarop die werknemer by sy werkgever in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in enige halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van dié halfjaar gehad 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: Voorts met dien verstande dat enige leerlingnaaimasjienwerker wat die opleidingskursus vir naaimasjienwerkers by die Opleidingskollege vir die Klerasiennywerheid (Tvl.) met welslae voltooi het by voorlegging van skriftelike bewys daarvan met ses maande ondervinding gekrediteer word, en dat 'n leerlingpatroonmaker en/of -patroongradeerder wat 'n tweejaaropleidingskursus van die Opleidingskollege vir die Klerasiennywerheid (Tvl.) met welslae voltooi het, by voorlegging van skriftelike bewys daarvan met 12 maande ondervinding gekrediteer word;

"fabriek" enige perseel wat geregistreer moet wees kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, waarin werkgevers die Klerasiennywerheid uitoefen;

"fabrieksklerk" 'n werknemer in diens in die produksieafdeling van die fabriek en wat uitsluitlik of hoofsaaklik bywonings- en/of produksiegegewens aanteken; d.w.s. gegewens wat verdere verwerking deur kantoorpersoneel mag 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; moukoppe vaswerk of omkap; watte in die moukoppe sit; sybelegsels wat alreeds in posisie geryg is, onsigbaar insoom; knoopsgate met die hand maak; die voerings van die bo-ente van moukoppe met die hand onsigbaar insoom;

"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; making tea or similar beverages; or carrying garments or parts of garments from one place to another within an establishment;

"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; making or maintaining fires or removing refuse or ashes; mixing rubber solutions; delivering by means of a bicycle or tricycle;

"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 clauses 4 (1) (a), 4 (1) (b) and 4 (1) (k) (i), an employee who has had less than nine half-years' experience; in the case of an employee referred to in clause 4 (1) (k) (iii) an employee who has had not less than four half-years' experience; in the case of an employee referred to in clauses 4 (1) (c) and 4 (1) (d) (i) (A) and (B), an employee who has had less than six half-years' experience; in the case of an employee referred to in clause 4 (1) (i) and 4 (1) (k) (ii), an employee who has had less than three half-years' experience; and in the case of all other employees, an employee who has had less than five half-years' experience;

"maintenance assistant" means an employee who is engaged in the oiling, greasing and cleaning of sewing machines, and who may make adjustments or replace parts to sewing machines or other equipment used directly in the manufacture of the products of the establishment, such as chain hooks, bases, feed dogs, throat plates, tension controls, tension springs, presser feet, lifters, shuttles on bar-tack and button sew-on machines, and loopers on machines;

"maker-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, loops, 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 wholly or mainly engaged in making 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 and who may record bundles and materials in the cutting department;

"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;

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

"voorman" of "voorvrou" 'n werknemer wat aan die hoof staan van werknemers in 'n fabriek en beheer oor sulke werkers uitoefen, wat daarvoor verantwoordelik is om werknemers in diens te neem of te ontslaan en wat moet toesien dat werknemers hul werk deeglik doen;

"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; voltooië kledingstukke vasspeld; stempel- en merkwerk verrig; halse met die hand of met 'n masjien uitsny; patente-omdraaiwerk doen; versiersels (wat nie uit stukgoedere bestaan nie) volgens 'n bepaalde lengte of fatsoen met die hand sny; outomatiese rol- of vormperse voer of goedere daarvan 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; met 'n masjien afsny of met die hand afknip; etikette aanbring met 'n ander masjien as 'n masjien wat 'n naald en garing gebruik; tee of dergelike drank berei; of kledingstukke of dele van kledingstukke van een plek na 'n ander een in 'n bedryfsinrigting dra;

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

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

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Persele, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels as kledingstukke skoonmaak; goedere laai of aflaai; goedere dra, verskuif of opstapel; boodskappe dra; vuurmaak of vure aan die gang hou of afval of as verwyder; rubberoplossings meng; aflewering met 'n twee- of driewiel fiets; "laemaker" 'n werknemer wat materiaal in een of meer lae op die snytafels rangskik, en dit kan ook die werk insluit om ente oop te sny;

"leerling", in die geval van 'n werknemer in klousules 4 (1) (a), 4 (1) (b) en 4 (1) (k) (i) bedoel, 'n werknemer met minder as nege halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (k) (iii) bedoel, 'n werknemer met minstens vier halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (c) en 4 (1) (d) (i) (A) en (B) bedoel, 'n werknemer met minder as ses halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (i) en 4 (1) (k) (ii) bedoel, 'n werknemer met minder as drie halfjare ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minder as vyf halfjare ondervinding;

"onderhoudsassistente" 'n werknemer wat naaimasjiene olie, smeer en skoonmaak en wat verstellers kan doen of onderdele vervang van naaimasjiene of ander uitrusting wat regstreeks by die vervaardiging van die produkte van die bedryfsinrigting gebruik word, soos byvoorbeeld: Kettinghakkers, voetstukke, stofvoerders, naaldplate, spanningskontroles, spanningsvere, drukvoete, ligters, skoentjies van grendelbalkie- en knoopaanwerkmasjiene, en lusvormers op masjiene;

"afmerker" '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, lussies, drukknope, pylate, some en omslae nie);

"merk" plekke vir sakke, knope, knoopsgate, lussies, drukknope, pylate, some en omslae en soortgelyke plekke merk voordat verdere werksaamhede verrig word;

"werktuigkundige" 'n werknemer (uitgesonderd 'n ambagsman, masjienbandbediener en/of onderhoudsassistente) wat hoofsaaklik of uitsluitlik herstelwerk doen of verstellers aanbring aan masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van die bedryfsinrigting;

"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 sodanige persone is, omvat dit alle sodanige persone;

"ander nasiener" 'n werknemer wat daarvoor verantwoordelik is om kledingstukke na te sien, uitgesonderd kiere deur 'n nasiener nagesien, en wat bondels en materiaal in die snyafdeling opteken;

"deeltydse motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig hoogstens drie uur altesaam op 'n dag dryf en by die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tye wat daar gedryf word, asook tyd deur die drywer bestee terwyl hy vir die voertuig verantwoordelik is of werk in verband met die voertuig of die vrag verrig;

"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 catches 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; canvases; 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 clauses 4 (1) (a), 4 (1) (b) and 4 (1) (k) (i) an employee who has had not less than nine half-years' experience; in the case of an employee referred to in clauses 4 (1) (c) and 4 (1) (d) (i) (A) and (B) an employee who has had not less than six half-years' experience; in the case of an employee referred to in clause 4 (1) (k) (iii) an employee who has had not less than four half-years' experience; in the case of an employee referred to in clause 4 (1) (i) and 4 (1) (k) (ii) an employee who has had not less than three half-years' experience; and in the case of all other employees an employee who has had not less than five half-years' experience;

"re-cutter" means an employee, other than an interlining and trimming marker-in and/or chopper-out referred to in clause 4 (1) (e), who is engaged in the cutting out and/or remarking of materials other than linings, interlinings or trimmings for replacing damaged or missing parts of a garment;

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

"scooter driver" means a driver of a three- or two-wheeled motor vehicle used for the delivery of goods;

"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;

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

"patente-omdraaiwerk" rande van kraagbelegels, 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; halse, skouers of mousgate van onderbaadjies onsigbaar insoom; kraagomslae of lapelle opstop, houbande 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; omboorsels onsigbaar insoom; hanglussies maak en aanwerk; seilboekvoerings maak; rygwerk en enige ander naaldwerk wat nie elders gespesifiseer word nie;

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

"gekwalfiseerde werknemer" in die geval van 'n werknemer in klousule 4 (1) (a), 4 (1) (b), en 4 (1) (k) (i) bedoel, 'n werknemer met minstens nege halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (c) en 4 (1) (d) (i) A en (B) bedoel, 'n werknemer met minstens ses halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (k) (iii) bedoel, 'n werknemer met minstens vier halfjare ondervinding; in die geval van 'n werknemer in klousule 4 (1) (i) en 4 (1) (k) (ii) bedoel, 'n werknemer met minstens drie halfjare ondervinding; en in die geval van alle ander werknemers, 'n werknemer met minstens vyf halfjare ondervinding;

"hersnyer" 'n werknemer, uitgesonderd 'n afmerker en/of uitsnyer van tussenvoerings en versiersels in klousule 4 (1) (e) bedoel, wat materiaal, uitgesonderd voerings, tussenvoerings of versiersels, uitsny om beskadigde of vermiste dele van 'n kledingstuk te vervang;

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

"bromponiedrywer" 'n drywer van 'n drie- of tweewielmotorvoertuig wat gebruik word vir die aflewering van goedere;

"groepleier" of "spanleier" 'n werknemer, uitgesonderd 'n onderbaas in 'n groep of span wat in die 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;

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

"fatsoeneerder volgens patroon" 'n werknemer, uitgesonderd 'n "fatsoeneerder", wat boordjies, lapelle en/of die voerpante 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 weens die behoeftes van die nywerheid, 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" groottes, uitken- 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 omvat dit nie ook 'n onderbaas, groep- of spanleier nie;

"taakwerk" die opdrag van die werkgever of sy verteenwoordiger aan enige werknemer om 'n bepaalde gat kledingstukke of gedeeltes van kledingstukke binne 'n vastgestelde tydperk te maak;

"voorparser" 'n werknemer wat nate, voerings, onafgewerkte dele van kledingstukke en/of onafgewerkte kledingstukke pars, of wat enige parswerk kan doen wat gepaard gaan met verdere masjienwerk;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegeven op 'n lisensie of sertifikaat ten opsigte van sodanige motorvoertuig of sleepwa, uitgereik deur 'n lisensieowerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik;

"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;

"watchman" means an employee engaged in guarding property and/or patrolling premises;

"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 subclauses (2) (a), (3) and (5) of this clause and of clauses 6, 7 and 17, the following minimum wages shall be paid per week to the undermentioned classes of employees: Provided that any learner on a wage notch higher than the prescribed wage notch for an employee of his class, shall immediately on the coming into operation of this Agreement be placed on the next higher wage notch of an employee of his class: Provided further that, should the increase to the next higher wage notch be less than R1 per week for such learner, such learner shall be entitled to an increase of R1 except in the case where such increased wage shall be in excess of the qualified wage for an employee of his class in which case the increase shall be to the qualified wage of an employee of his class, and such increase shall not affect the actual experience of such learner: Provided further that any increase granted to such learner after 25 January 1974 and before 1 July 1974 may be offset against the amount of the said wage increase:

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

Qualified employee:	R
Up to 30 June 1975.....	42,50
For the period 1 July 1975 to 30 June 1976.....	45,00
Thereafter.....	50,00

Learners:

First half-year of experience.....	12,00
Second half-year of experience.....	14,00
Third half-year of experience.....	16,00
Fourth half-year of experience.....	18,80
Fifth half-year of experience.....	22,00
Sixth half-year of experience.....	24,80
Seventh half-year of experience.....	29,20
Eighth half-year of experience.....	33,20
Ninth half-year of experience.....	37,00
Thereafter as for qualified employee.	

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

Qualified employee:	R
Up to 30 June 1975.....	36,00
For the period 1 July 1975 to 30 June 1976.....	38,50
Thereafter.....	41,00

Leaners:

First half-year of experience.....	12,00
Second half-year of experience.....	14,00
Third half-year of experience.....	16,00
Fourth half-year of experience.....	18,00
Fifth half-year of experience.....	20,00
Sixth half-year of experience.....	22,80
Seventh half-year of experience.....	26,00
Eighth half-year of experience.....	29,20
Ninth half-year of experience.....	32,00
Thereafter as for qualified employee.	

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

Qualified employee:	R
Up to 30 June 1975.....	28,00
For the period 1 July 1975 to 30 June 1976.....	30,00
Thereafter.....	32,00

Learners:

First half-year of experience.....	12,00
Second half-year of experience.....	14,00
Third half-year of experience.....	16,00
Fourth half-year of experience.....	19,20
Fifth half-year of experience.....	22,00
Sixth half-year of experience.....	25,00
Thereafter as for qualified employee.	

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

(A) Qualified male employee:	R
Up to 30 June 1975.....	27,50
For the period 1 July 1975 to 30 June 1976.....	29,50
Thereafter.....	32,00

"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;

"wag" 'n werknemer wat eiendom bewaak en/of persele patroleer;

"week" 'n tydperk van vyf werkdag;

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

KLOUSULE 4.—LONE

(1) Behoudens subklousules 2 (a), (3) en (5) van hierdie klousule en klousules 6, 7 en 17, moet ondergenoemde minimum lone per week aan ondergenoemde klasse werknemers betaal word: Met dien verstande dat enige leerling op 'n loonkerf wat hoër is as die voorgeskrywe loonkerf vir 'n werknemer van sy klas, by die inwerkingtreding van hierdie Ooreenkoms onmiddellik op die volgende hoër kerf van 'n werknemer van sy klas geplaas moet word: Voorts met dien verstande dat indien die verhoging tot die volgende hoër kerf minder as R1 per week vir so 'n leerling is, so 'n leerling geregtig is op 'n verhoging van R1 behalwe in die geval waar sodanige verhoogde loon meer is as die loon vir 'n gekwalifiseerde werknemer van sy klas, in welke geval die verhoging moet wees tot die loon van 'n gekwalifiseerde werknemer van sy klas, en so 'n verhoging raak nie die werklike ondervinding van so 'n leerling nie: Voorts met dien verstande dat 'n verhoging wat na 25 Januarie 1974 en voor 1 Julie 1974 aan sodanige leerling toegestaan word teen die bedrag van genoemde loonsverhoging verreken mag word.

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

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	42,50
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	45,00
Daarna.....	50,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	14,00
Derde halfjaar ondervinding.....	16,00
Vierde halfjaar ondervinding.....	18,80
Vyfde halfjaar ondervinding.....	22,00
Sesde halfjaar ondervinding.....	24,80
Sewende halfjaar ondervinding.....	29,20
Agtste halfjaar ondervinding.....	33,20
Negende halfjaar ondervinding.....	37,00
Daarna soos vir gekwalifiseerde werknemer.	

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

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	36,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	38,50
Daarna.....	41,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	14,00
Derde halfjaar ondervinding.....	16,00
Vierde halfjaar ondervinding.....	18,00
Vyfde halfjaar ondervinding.....	20,00
Sesde halfjaar ondervinding.....	22,80
Sewende halfjaar ondervinding.....	26,00
Agtste halfjaar ondervinding.....	29,20
Negende halfjaar ondervinding.....	32,00
Daarna soos vir gekwalifiseerde werknemer.	

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

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	28,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	30,00
Daarna.....	32,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	14,00
Derde halfjaar ondervinding.....	16,00
Vierde halfjaar ondervinding.....	19,20
Vyfde halfjaar ondervinding.....	22,00
Sesde halfjaar ondervinding.....	25,00
Daarna soos vir gekwalifiseerde werknemer.	

(d) (i) Naaimasjienwerker wat moue insit, mans- en damesnyersbaadjies en oorjasse omstik; ryger; fatsoeneerder; passer:

(A) Gekwalifiseerde manlike werknemer:	R
Tot 30 Junie 1975.....	27,50
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	29,50
Daarna.....	32,00

Learners (male):

First half-year of experience.....	12,00
Second half-year of experience.....	14,00
Third half-year of experience.....	16,00
Fourth half-year of experience.....	18,00
Fifth half-year of experience.....	20,80
Sixth half-year of experience.....	24,00
Thereafter as for qualified employee.	

(B) Qualified female employee:**R**

Up to 30 June 1975.....	22,00
For the period 1 July 1975 to 30 June 1976.....	24,00
Thereafter.....	26,00

Learners (female):

First half-year of experience.....	12,00
Second half-year of experience.....	13,20
Third half-year of experience.....	14,00
Fourth half-year of experience.....	16,00
Fifth half-year of experience.....	18,00
Sixth half-year of experience.....	20,00
Thereafter as for qualified employee.	

(ii) Male sewing machinist other than a male sewing machinist referred to in paragraph (d) (i) of this subclause:

Qualified employee:**R**

Up to 30 June 1975.....	22,00
For the period 1 July 1975 to 30 June 1976.....	23,00
Thereafter.....	25,00

Learners:

First half-year of experience.....	12,00
Second half-year of experience.....	13,60
Third half-year of experience.....	15,20
Fourth half-year of experience.....	17,20
Fifth half-year of experience.....	19,00
Thereafter as for qualified employee.	

(e) Female sewing machinist, other than a female sewing machinist referred to in paragraph (d) (i) (B) of this subclause; interlining and trimming marker-in and/or chopper-out; re-cutter; finisher; operator of a linking, overlocking and/or seaming machine; an employee engaged on invisible mending, embroidering, fagotting, beading and/or pleating of skirts by hand; 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:

Qualified employee:**R**

Up to 30 June 1975.....	18,50
For the period 1 July 1975 to 30 June 1976.....	19,50
Thereafter.....	20,50

Learners:

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.....	14,00
Fifth half-year of experience.....	16,00
Thereafter as for qualified employee.	

(f) (i) Chopper-out, other than an interlining and/or trimming chopper-out:

Qualified employee:**R**

Up to 30 June 1975.....	23,00
For the period 1 July 1975 to 30 June 1976.....	25,00
Thereafter.....	27,00

Learners:

First half-year of experience.....	12,00
Second half-year of experience.....	14,00
Third half-year of experience.....	16,00
Fourth half-year of experience.....	18,00
Fifth half-year of experience.....	20,00
Thereafter as for qualified employee.	

(ii) Male presser by hand of women's overcoats and/or jackets of costumes:

Qualified employee:**R**

Up to 30 June 1975.....	21,00
For the period 1 July 1975 to 30 June 1976.....	23,00
Thereafter.....	25,00

Learners:

First half-year of experience.....	12,00
Second half-year of experience.....	13,60
Third half-year of experience.....	15,20
Fourth half-year of experience.....	16,80
Fifth half-year of experience.....	18,80

Leerlinge (manlik):**R**

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	14,00
Derde halfjaar ondervinding.....	16,00
Vierde halfjaar ondervinding.....	18,00
Vyfde halfjaar ondervinding.....	20,80
Sesde halfjaar ondervinding.....	24,00
Daarna soos vir gekwalifiseerde werknemer.	

(B) Gekwalifiseerde vroulike werknemer:**R**

Tot 30 Junie 1975.....	22,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	24,00
Daarna.....	26,00

Leerlinge (vroulik):

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	13,20
Derde halfjaar ondervinding.....	14,00
Vierde halfjaar ondervinding.....	16,00
Vyfde halfjaar ondervinding.....	18,00
Sesde halfjaar ondervinding.....	20,00
Daarna soos vir gekwalifiseerde werknemer.	

(ii) Manlike naaimasjienwerker, uitgesonderd 'n manlike naaimasjienwerker in paragraaf (d) (i) van hierdie subklousule bedoel:

Gekwalifiseerde werknemer:**R**

Tot 30 Junie 1975.....	22,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	23,00
Daarna.....	25,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	13,60
Derde halfjaar ondervinding.....	15,20
Vierde halfjaar ondervinding.....	17,20
Vyfde halfjaar ondervinding.....	19,00
Daarna soos vir gekwalifiseerde werknemer.	

(e) Vroulike naaimasjienwerker, uitgesonderd 'n vroulike naaimasjienwerker in paragraaf (d) (i) (B) van hierdie subklousule bedoel: merker en/of uitsnyer van tussenvoerings en versiersels, hersnyer: afwerker; bediener van 'n ketting-, omkap- en/of naastikmasjien: 'n werknemer werksaam aan fynstopwerk, borduurwerk, sierlassteekwerk, kraalwerk en/of plooiwerk aan rompe met die hand verrig; vroulike parser van kledingstukke uitgesonderd hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breiwerk, voorskote, oorklere en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooië:

Gekwalifiseerde werknemer:**R**

Tot 30 Junie 1975.....	18,50
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	19,50
Daarna.....	20,50

Leerlinge:

Eerste halfjaar ondervinding.....	10,00
Tweede halfjaar ondervinding.....	11,00
Derde halfjaar ondervinding.....	12,00
Vierde halfjaar ondervinding.....	14,00
Vyfde halfjaar ondervinding.....	16,00
Daarna soos vir gekwalifiseerde werknemer.	

(f) (i) Uitsnyer, uitgesonderd 'n uitsnyer van tussenvoerings en/of versiersels:

Gekwalifiseerde werknemer:**R**

Tot 30 Junie 1975.....	23,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	25,00
Daarna.....	27,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	14,00
Derde halfjaar ondervinding.....	16,00
Vierde halfjaar ondervinding.....	18,00
Vyfde halfjaar ondervinding.....	20,00
Daarna soos vir gekwalifiseerde werknemer.	

(ii) Manlike handparser van damesjasse en/of kostuumbaadjies:

Gekwalifiseerde werknemer:**R**

Tot 30 Junie 1975.....	21,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	23,00
Daarna.....	25,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	13,60
Derde halfjaar ondervinding.....	15,20
Vierde halfjaar ondervinding.....	16,80
Vyfde halfjaar ondervinding.....	18,80
Daarna soos vir gekwalifiseerde werknemer.	

Thereafter as for qualified employee.

(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:

Qualified employee:	R
Up to 30 June 1975.....	19,00
For the period 1 July 1975 to 30 June 1976.....	20,50
Thereafter.....	22,00

Learners:

First half-year of experience.....	12,00
Second half-year of experience.....	13,00
Third half-year of experience.....	14,00
Fourth half-year of experience.....	15,00
Fifth half-year of experience.....	17,00
Thereafter as for qualified employee.	

(h) (i) 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; and employee engaged on the tribenizing of collars and/or clicker:

Qualified employee:	R
Up to 30 June 1975.....	14,50
For the period 1 July 1975 to 30 June 1976.....	15,50
Thereafter.....	16,50

Learners:

First half-year of experience.....	10,00
Second half-year of experience.....	10,80
Third half-year of experience.....	12,00
Fourth half-year of experience.....	12,80
Fifth half-year of experience.....	13,60
Thereafter as for qualified employee.	

(ii) Shaper by template:

Qualified employee:	R
Up to 30 June 1975.....	15,10
For the period 1 July 1975 to 30 June 1976.....	16,10
Thereafter.....	17,10

Learners:

First half-year of experience.....	10,00
Second half-year of experience.....	10,80
Third half-year of experience.....	12,00
Fourth half-year of experience.....	13,20
Fifth half-year of experience.....	14,00
Thereafter as for qualified employee.	

(i) General worker:

Qualified employee:	R
Up to 30 June 1975.....	14,25
For the period 1 July 1975 to 30 June 1976.....	15,00
Thereafter.....	15,50

Learners:

First half-year of experience.....	10,00
Second half-year of experience.....	10,80
Third half-year of experience.....	12,00
Thereafter as for qualified employee.	

(j) Other employees:

	Up to 30 June 1975	For period 1 July 1975 to 30 June 1976	There- after
	R	R	R
(i) Foreman.....	50,00	55,00	60,00
(ii) Forewoman.....	36,00	40,00	44,00
(iii) Supervisor.....	29,00	31,00	35,00
(iv) Checker.....	22,00	24,00	26,00
(v) Assistant to supervisor....	22,00	24,00	26,00
(vi) Artisan.....	70,00	75,00	80,00
(vii) Boiler attendant.....	15,00	16,00	17,00
(viii) Cloakroom supervisor....	18,00	19,60	21,20
(ix) Watchman.....	15,00	16,00	17,00
(x) Labourer.....	14,50	15,25	16,00
(xi) Driver of a delivery motor vehicle, the unladen mass of which together with the un- laden mass of any trailer or trailers drawn by such vehicle—			
(aa) does not exceed 2 722 kg.....	18,00	19,60	21,20
(bb) exceeds 2 722 kg....	20,00	22,00	24,00
(xii) Part-time motor vehicle driver.....	15,00	16,00	17,00
(xiii) Scooter driver.....	15,00	16,00	17,00

(g) Manlike klereparser, uitgesonderd 'n manlike handparser van damesjasse en/of kostuumbaadjes en uitgesonderd 'n parser van hemde, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breiware, voorskote, oorklere en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooië:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	19,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	20,50
Daarna.....	22,00

Leerlinge:

Eerste halfjaar ondervinding.....	12,00
Tweede halfjaar ondervinding.....	13,00
Derde halfjaar ondervinding.....	14,00
Vierde halfjaar ondervinding.....	15,00
Vyfde halfjaar ondervinding.....	17,00
Daarna soos vir gekwalifiseerde werknemer.	

(h) (i) Ander parsers nie elders in hierdie klousule genoem nie; voorparser; masjienbandbediener; onderhoudassistent; laemaker; gewone naaldwerker; bediener van 'n knoopoortrek-, ritsvasstik- en/of plooiemasjien; ander nassener; 'n werknemer wat boordjies trubeniseer; en/of perssnyer:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	14,50
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	15,50
Daarna.....	16,50

Leerlinge:

Eerste halfjaar ondervinding.....	10,00
Tweede halfjaar ondervinding.....	10,80
Derde halfjaar ondervinding.....	12,00
Vierde halfjaar ondervinding.....	12,80
Vyfde halfjaar ondervinding.....	13,60
Daarna soos vir gekwalifiseerde werknemer.	

(ii) Fatsoeneerder volgens patroon:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	15,10
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	16,10
Daarna.....	17,10

Leerlinge:

Eerste halfjaar ondervinding.....	10,00
Tweede halfjaar ondervinding.....	10,80
Derde halfjaar ondervinding.....	12,00
Vierde halfjaar ondervinding.....	13,20
Vyfde halfjaar ondervinding.....	14,00
Daarna soos vir gekwalifiseerde werknemer.	

(i) Algemene werker:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	14,25
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	15,00
Daarna.....	15,50

Leerlinge:

Eerste halfjaar ondervinding.....	10,00
Tweede halfjaar ondervinding.....	10,80
Derde halfjaar ondervinding.....	12,00
Daarna soos vir gekwalifiseerde werknemer.	

(j) Ander werknemers:

	Tot 30 Junie 1975	Vir tydperk 1 Julie 1975 tot 30 Junie 1976	Daarna
	R	R	R
(i) Voorman.....	50,00	55,00	60,00
(ii) Voorvrou.....	36,00	40,00	44,00
(iii) Toesighouer.....	29,00	31,00	35,00
(iv) Nasiener.....	22,00	24,00	26,00
(v) Toesighouer se assistent...	22,00	24,00	26,00
(vi) Ambagsman.....	70,00	75,00	80,00
(vii) Ketelbediener.....	15,00	16,00	17,00
(viii) Kleedkameropsigter.....	18,00	19,60	21,20
(ix) Wag.....	15,00	16,00	17,00
(x) Arbeider.....	14,50	15,25	16,00
(xi) Drywer van 'n aflewering- motorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig ge- trek word—			
(aa) hoogstens 2 722 kg is	18,00	19,60	21,20
(bb) meer as 2 722 kg is..	20,00	22,00	24,00
(xii) Deeltydse motorvoertuig- drywer.....	15,00	16,00	17,00
(xiii) Bromponiedrywer.....	15,00	16,00	17,00

(k) (i) Mechanic:

Qualified employee:	R
Up to 30 June 1975.....	35,00
For the period 1 July 1975 to 30 June 1976.....	37,00
Thereafter.....	39,00

Learners:

First half-year of experience.....	14,00
Second half-year of experience.....	16,00
Third half-year of experience.....	18,00
Fourth half-year of experience.....	20,00
Fifth half-year of experience.....	22,00
Sixth half-year of experience.....	24,00
Seventh half-year of experience.....	26,00
Eighth half-year of experience.....	29,00
Ninth half-year of experience.....	32,00
Thereafter as for qualified employee.	

(ii) Despatch clerk and/or factory clerk:

Qualified employee:	R
Up to 30 June 1975.....	23,00
For the period 1 July 1975 to 30 June 1976.....	25,00
Thereafter.....	27,00

Learners:

First half-year of experience.....	16,00
Second half-year of experience.....	18,00
Third half-year of experience.....	20,00
Thereafter as for qualified employee.	

(iii) Despatch packer:

Qualified employee:	R
Up to 30 June 1975.....	17,00
For the period 1 July 1975 to 30 June 1976.....	18,25
Thereafter.....	19,50

Learners:

First half-year of experience.....	14,00
Second half-year of experience.....	14,75
Third half-year of experience.....	15,50
Fourth half-year of experience.....	16,25
Thereafter as for qualified employee.	

(1) *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 7½ per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (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 7½ per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (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 15 per cent of such qualified wage, provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(iii) *Person in charge of the first-aid box.*—Any employee who is placed in charge of the first-aid box provided for in Chapter III B 12 (6) of the regulations published under the provisions of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), shall, in addition to the prescribed minimum wage of that employee, as determined in subclause (2) of this clause, be paid a further amount of not less than R1 per week: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(2) (a) (i) Save as provided in paragraphs (2) (b) and (c) and subclause (3) of this clause, nothing in this Agreement shall operate to reduce the wage of an employee in the Industry: Provided that an employee who, on 25 January 1974, was in receipt of a wage in excess of the prescribed qualified total wage as at that date, shall be entitled to receive as an increase the additional amount, specified in column 1, in addition to such actual total wage, in respect of his class of employee, and such additional amount plus the actual total wage paid on 25 January 1974 shall from the date of coming into operation of this Agreement be regarded as the weekly prescribed wage of such employee

(k) (i) Werktuigkundige:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	35,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	37,00
Daarna.....	39,00

Leerlinge:

Eerste halfjaar ondervinding.....	14,00
Tweede halfjaar ondervinding.....	16,00
Derde halfjaar ondervinding.....	18,00
Vierde halfjaar ondervinding.....	20,00
Vyfde halfjaar ondervinding.....	22,00
Sesde halfjaar ondervinding.....	24,00
Sewende halfjaar ondervinding.....	26,00
Agtste halfjaar ondervinding.....	29,00
Negende halfjaar ondervinding.....	32,00
Daarna soos vir gekwalifiseerde werknemer.	

(ii) Versendingsklerk en/of fabrieksklerk:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	23,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976.....	25,00
Daarna.....	27,00

Leerlinge:

Eerste halfjaar ondervinding.....	16,00
Tweede halfjaar ondervinding.....	18,00
Derde halfjaar ondervinding.....	20,00
Daarna soos vir gekwalifiseerde werknemer.	

(iii) Versendingsverpakker:

Gekwalifiseerde werknemer:	R
Tot 30 Junie 1975.....	17,00
Vir die tydperk 1 Julie 1975 tot 30 Junie 1976....	18,25
Daarna.....	19,50

Leerlinge:

Eerste halfjaar ondervinding.....	14,00
Tweede halfjaar ondervinding.....	14,75
Derde halfjaar ondervinding.....	15,50
Vierde halfjaar ondervinding.....	16,25
Daarna soos vir gekwalifiseerde werknemer.	

(1) *Groepleier of spanleier.*—Wanneer daar van 'n werknemer vereis word om die werk 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 klousule bepaal, 'n bedrag gelyk aan 7½ persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(m) (i) *Onderbaas.*—Wanneer daar van 'n werknemer vereis word om die werk van 'n onderbaas te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde werknemer van sy klas soos in hierdie klousule bepaal, 'n bedrag gelyk aan 7½ persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (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 15 persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan die bepaling van klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(iii) *Persoon in beheer van die eerstehulpkissie.*—'n Werknemer wat in beheer geplaas word van die eerstehulpkissie waarvoor voorsiening gemaak word in Hoofstuk IIIB 12 (6) van die regulasies gepubliseer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), moet benewens die voorgeskrewe minimum loon vir daardie werknemer, soos in subklousule (2) van hierdie klousule bepaal, 'n verdere bedrag van minstens R1 per week betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

(2) (a) (i) Behoudens subklousule (2) (b) en (c) en subklousule (3) van hierdie klousule, moet niks in hierdie Ooreenkoms die uitwerking hê dat dit die loon van 'n werknemer in die Nywerheid verminder nie: Met dien verstande dat 'n werknemer wat op 25 Januarie 1974 'n hoër loon ontvang as die totale loon wat vir 'n gekwalifiseerde werknemer op daardie datum voorgeskryf is, daarop geregtig is om, as 'n verhoging, die addisionele bedrag in kolom 1 vermeld bo en behalwe sodanige werklike totale loon ten opsigte van sy klas werknemer te ontvang, en sodanige addisionele bedrag plus die werklike totale loon wat op 25 Januarie 1974 betaal is vanaf die datum van inwerkingtreding van hierdie Ooreenkoms as die voorgeskrewe weekloon van sodanige werknemer vir die tydperk 1 Julie 1974

for the period 1 July 1974 to 30 June 1975, and such weekly prescribed wage must be further increased by the amounts specified in columns 2 and 3 on 1 July 1975 and 1 July 1976 respectively in order to determine the weekly prescribed wage of any such employee for the periods 1 July 1975 to 30 June 1976 and 1 July 1976 to 30 June 1977 respectively:

Class of employee	Column 1	Column 2	Column 3
	R	R	R
4 (1) (a).....	4,55	2,50	5,00
4 (1) (b).....	4,20	2,50	2,50
4 (1) (c).....	3,40	2,00	2,00
4 (1) (d) (i) (A).....	3,08	2,00	2,50
4 (1) (a) (i) (B).....	4,17	2,00	2,00
4 (1) (d) (ii).....	3,55	1,00	2,00
4 (1) (e).....	3,13	1,00	1,00
4 (1) (f) (i).....	2,50	2,00	2,00
4 (1) (f) (ii).....	2,55	2,00	2,00
4 (1) (g).....	2,76	1,50	1,50
4 (1) (h) (i).....	2,50	1,00	1,00
4 (1) (h) (ii).....	2,49	1,00	1,00
4 (1) (i).....	2,87	0,75	0,50
4 (1) (j) (i).....	5,98	5,00	5,00
4 (1) (j) (ii).....	4,07	4,00	4,00
4 (1) (j) (iii).....	4,58	2,00	4,00
4 (1) (j) (iv).....	2,52	2,00	2,00
4 (1) (j) (v).....	1,50	2,00	2,00
4 (1) (j) (vi).....	20,00	5,00	5,00
4 (1) (j) (vii).....	2,18	1,00	1,00
4 (1) (j) (viii).....	1,20	1,60	1,60
4 (1) (j) (ix).....	2,45	1,00	1,00
4 (1) (j) (x).....	2,95	0,75	0,75
4 (1) (j) (xi) (aa).....	2,11	1,60	1,60
4 (1) (j) (xi) (bb).....	2,15	2,00	2,00
4 (1) (j) (xii).....	2,70	1,00	1,00
4 (1) (j) (xiii).....	1,00	1,00	1,00
4 (1) (k) (i).....	4,25	2,00	2,00
4 (1) (k) (ii).....	2,50	2,00	2,00
4 (1) (k) (iii).....	1,93	1,25	1,25

(ii) The provisions of subparagraph (i) shall not be applicable to any employee earning R82 or more per week: Provided that nothing in this Agreement shall operate to reduce the wage of any such employee.

(b) Notwithstanding the provisions of paragraph (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 this actual wage by notifying the Council.

(c) Notwithstanding the provisions of paragraphs (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) application to the Council for the approval of the agreed wage be made during the first five working days of such employee's service:

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.

(3) 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 subclause (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, plain sewer, presser, underpresser and/or general worker who is transferred to the class of sewing machinist class (e) shall receive a wage not less than that prescribed in the second notch for the sewing machinist class (e); and such worker shall be regarded as having had one half-year's experience as a sewing machinist class (e) and shall receive regular half-yearly increases thereafter until qualified: Provided further that an employee

tot 30 Junie 1975 beskou word, en sodanige weeklikse voorgeskrywe loon moet verder verhoog word met die bedrae genoem in kolom 2 en 3 op onderskeidelik 1 Julie 1975 en 1 Julie 1976 ten einde die weeklikse voorgeskrywe loon van sodanige werknemer vir onderskeidelik die tydperke 1 Julie 1975 tot 30 Junie 1976 en 1 Julie 1976 tot 30 Junie 1977 te bepaal:

Klas werknemer	Kolom 1	Kolom 2	Kolom 3
	R	R	R
4 (1) (a).....	4,55	2,50	5,00
4 (1) (b).....	4,20	2,50	2,50
4 (1) (c).....	3,40	2,00	2,00
4 (1) (d) (i) (A).....	3,08	2,00	2,50
4 (1) (a) (i) (B).....	4,17	2,00	2,00
4 (1) (d) (ii).....	3,55	1,00	2,00
4 (1) (e).....	3,13	1,00	1,00
4 (1) (f) (i).....	2,50	2,00	2,00
4 (1) (f) (ii).....	2,55	2,00	2,00
4 (1) (g).....	2,76	1,50	1,50
4 (1) (h) (i).....	2,50	1,00	1,00
4 (1) (h) (ii).....	2,49	1,00	1,00
4 (1) (i).....	2,87	0,75	0,50
4 (1) (j) (i).....	5,98	5,00	5,00
4 (1) (j) (ii).....	4,07	4,00	4,00
4 (1) (j) (iii).....	4,58	2,00	4,00
4 (1) (j) (iv).....	2,52	2,00	2,00
4 (1) (j) (v).....	1,50	2,00	2,00
4 (1) (j) (vi).....	20,00	5,00	5,00
4 (1) (j) (vii).....	2,18	1,00	1,00
4 (1) (j) (viii).....	1,20	1,60	1,60
4 (1) (j) (ix).....	2,45	1,00	1,00
4 (1) (j) (x).....	2,95	0,75	0,75
4 (1) (j) (xi) (aa).....	2,11	1,60	1,60
4 (1) (j) (xi) (bb).....	2,15	2,00	2,00
4 (1) (j) (xii).....	2,70	1,00	1,00
4 (1) (j) (xiii).....	1,00	1,00	1,00
4 (1) (k) (i).....	4,25	2,00	2,00
4 (1) (k) (ii).....	2,50	2,00	2,00
4 (1) (k) (iii).....	1,93	1,25	1,25

(ii) Subparagraaf (i) van hierdie kousule is nie van toepassing op 'n werknemer wat R82 of meer per week verdien nie: Met dien verstande dat niks in hierdie Ooreenkoms die uitwerking moet hê dat dit die loon van sodanige werknemer verminder nie.

(b) Ondanks paragraaf (a), kan 'n werkgever 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 nie minder is nie as die voorgeskrywe minimum loon vir 'n werknemer van sy klas: Met dien verstande dat wanneer hy sy werkgever se diens verlaat die werknemer, by kennisgewing aan die Raad, na sy werklike loon kan terugkeer.

(c) Ondanks paragrawe (a) en (b), kan 'n werkgever 'n werknemer wat vir 'n tydperk van minstens 13 weke werkloos was, in diens neem teen 'n loon waarvoor sodanige werkgever en werknemer ooreenkoms: Met dien verstande dat—

(i) die ooreengekome loon nie minder is nie as die loon vir 'n werknemer van sy klas voorgeskryf;

(ii) daar gedurende die eerste vyf werkdade van sodanige werknemer se diens, by die Raad aansoek gedoen word om goedkeuring van die ooreengekome loon:

Voorts met dien verstande dat—

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

(3) 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 oorpasing 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 subkousule (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 ondervinding wat hom in staat sou stel om dieselfde loon te verdien: Met dien verstande dat 'n werknemer in diens as 'n afwerker, gewone naaldwerker, parser, voorparser en/of algemene werker wat na die klas naaimasjienwerker klas (e) oorgeplaas word, 'n loon moet ontvang wat nie minder is nie as dié voorgeskryf in die tweede kerf vir die naaimasjienwerker klas (e); en so 'n werknemer moet geag word 'n halfjaar ondervinding as 'n naaimasjienwerker klas (e) te hê en moet daarna gereelde halfjaarlikse verhogings ontvang totdat hy gekwalifiseerd is: Voorts

employed as a chopper-out and who is transferred to the class of marker-in and a sewing machinist referred to in clause 4 (1) (e) or clause 4 (1) (d) (ii) who is transferred to the sewing machinist occupation referred to in clause 4 (1) (d) (i) (A) or (B), as the case may be, shall till the end of the half-year in which he was transferred continue to receive his wage prior to such transfer and shall on the first pay-day of the half-year following the half-year in which he was transferred be granted an increase to the next nearest notch to his own wage on the scale of wages prescribed for a marker-in and sewing machinist and his experience shall then be regarded as equivalent to the number of half-years' experience that would have entitled him to that wage. 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.

(4) Notwithstanding any thing to the contrary contained in this Agreement, the increase to which a learner may become entitled in terms of subclause (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.

(5) 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 employees 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: Provided further that such bonus system shall enable an employee to earn a bonus amounting to at least 10 percent 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 subclause (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 subclause (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) 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 clause 14 (5) 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

met dien verstande dat 'n werknemer wat as 'n uitsnyer in diens is en na die klas afmerker oorgeplaas word, en 'n naaimasjienwerker in kousule 4 (1) (e) of kousule 4 (1) (d) (ii) bedoel wat oorgeplaas word na die naaimasjienuitvoerersberoep in kousule 4 (1) (d) (i) (A) of (B) bedoel, na gelang van die geval, tot aan die einde van die halfjaar waarin hy oorgeplaas is, steeds die loon moet ontvang wat hy voor sodanige oorspanning ontvang het en op die eerste betaaldag van die halfjaar wat volg op die halfjaar waarin hy oorgeplaas is, 'n verhoging moet ontvang tot die kerf naaste aan sy eie loon op die voorgeskrewe loonskaal vir 'n afmerker en naaimasjienwerker, en sy ondervinding word dan geag gelyk te wees aan die getal halfjare ondervinding wat hom op dié loon geregtig sou gemaak het. 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 nie daardie beroep ontvang het.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die verhoging waarop 'n leerling kragtens subkousule (1) van hierdie kousule 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.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die beginloon van 'n werknemer wat ondervinding van slegs dameskleremakery-op-maat opgedoen het ná 'n proeftyd van hoogstens twee weke, deur die betrokke werkgever 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 ondervinding wat hom in staat kan stel om die loon te verdien waarvoor die werkgever, 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 werkgever 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 werkgever en die werknemer of werknemers, behoudens kousule 9, onderling oor die gewone dag of week se werk ooreengekom het: Voorts met dien verstande dat sodanige bonussstelsel '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 Werkgever wat 'n bonussstelsel in sy bedryfsinrigting wil instel of wysigings wil aanbring aan een wat reeds in werking is, moet, voor die instelling of wysigings daarvan, ondergenoemde inligting aan die Sekretaris van die Raad verstrek en die Raad se goedkeuring vir sodanige stelsel of wysiging verkry, en geen bonussstelsel mag ingestel of gewysig word voordat die Raad se goedkeuring vooraf verkry is nie:

(a) Die bonusskaal en berekeningsmetode van die bedrag wat as bonus betaalbaar is;

(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) Subkousule (2) hiervan maak dit nie vir 'n werkgever onwettig om voort te gaan met 'n bonussstelsel, waarvan hy die Raad kragtens 'n vorige ooreenkoms vir die Nywerheid in kennis gestel het nie.

KLOUSULE 6.—KORTTYD

(1) As korttyd in 'n bedryfsinrigting ingevoer is of ingevoer word, moet 'n werknemer van wie nie vereis word om op 'n bepaalde dag te werk nie, kennis van dié 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 bedryfsinrigting aanwesig is, moet minstens vier uur lank werk of in plaas daarvan besoldig word, tensy hy kragtens subkousule (1) van hierdie kousule in kennis gestel is dat sy dienste op sodanige dag nie nodig sal wees nie.

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

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

KLOUSULE 7.—BETALING VAN BEDRAE AAN WERKNEMERS VERSKULDIG

(1) Behoudens kousule 14 (5) 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

amounts due to him shall be paid immediately upon such termination: Provided further that when an employee is working short-time or the ordinary pay-day is a holiday, payment in terms of this subclause 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 a deduction not exceeding the amount of the employee's hourly wage in respect of each hour not worked;

(c) where an employer closes his establishment during the month of December and/or January due to the holiday recess and his employees have been paid holiday pay in terms of the provisions of clause 13, wages may be deducted for the actual period of the holiday recess but not exceeding a period of four weeks;

(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 Benefit 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 the 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;

(p) contributions to the Sick Pay Fund shall be deducted in terms of clause 29 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) 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 two qualified employees and for every two qualified employees not more than three 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 purpose of this clause.

as 'n Vrydag eindig, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word: 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 bedrae van welke aard ook al, mag afgetrek word van bedrae wat aan 'n werknemer verskuldig is nie: Met dien verstande dat—

(a) indien 'n werknemer van die werk afwesig is, maar nie op versoek of in opdrag van sy werkgever nie, 'n *pro rata*-bedrag vir werklik verlore tyd van sy totale besoldiging afgetrek mag word;

(b) behoudens klousule 6 (1) van hierdie Ooreenkoms, waar korttyd ingevoer is, mag 'n bedrag van hoogstens die werknemer se uurloon ten opsigte van elke uur wat nie gewerk is nie, afgetrek word;

(c) waar 'n werkgever sy bedryfsinrigting gedurende Desember en/of Januarie weens die vakansiereses sluit en sy werknemers vakansiebesoldiging ingevolge klousule 13 betaal het, mag lone vir die werklike tydperk van die vakansiereses afgetrek word maar nie vir 'n tydperk van meer as vier weke nie;

(d) wanneer 'n werkgever tee aan 'n werknemer verskaf, hy 7c per week van sy loon kan aftrek;

(e) met die toestemming van die werknemer, bedrae deur die werkgever afgetrek 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 Bystandsvereniging kragtens die bepaling van klousule 21 van hierdie Ooreenkoms afgetrek moet word;

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

(i) indien daar weens stilstand van masjinerie geen werk vir 'n werknemer is nie, die werkgever van die loon van sodanige werknemer slegs bedrae vir verlore tyd van meer as twee uur kan aftrek;

(j) enige bedrag afgetrek kan word wat 'n werkgever ten behoeve van 'n werknemer ter nakoming van 'n wet of hofbevel betaal het;

(k) met die skriftelike toestemming van 'n werknemer, bedrae afgetrek kan word van die loon en/of verlofbesoldiging vir bedrae wat aan die werkgever verskuldig is vir geld wat deur die werknemer van die werkgever geleen of vir goedere wat deur hom van die werkgever gekoop is: Met dien verstande dat die bedrae aldus afgetrek vir sodanige goedere gekoop, nie meer mag wees nie as een-derde van die bedrag wat aan die werknemer as loon of verlofbesoldiging verskuldig is;

(l) bydraes tot die Slaptesbesoldigingsfonds kragtens klousule 22 van hierdie Ooreenkoms afgetrek kan word;

(m) bydraes tot die Raad se Voorsorgfonds afgetrek kan word;

(n) 'n werkgever, met die skriftelike toestemming van sy werknemer, bydraes tot die fondse van die vakvereniging kan aftrek;

(o) bydraes tot die Opleidingsfonds kragtens klousule 32 van hierdie Ooreenkoms afgetrek moet word;

(p) bydraes tot die Siektebesoldigingsfonds kragtens klousule 29 van hierdie Ooreenkoms afgetrek moet word.

(3) Alle betalings aan werknemers moet gedoen word in verskeide koeferte wat deur die werknemers gehou word en wat die volgende besonderhede op die omslag moet toon:

Naam en fabrieksnommer van die werknemer, die weekloon, 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 koefert is en die week ten opsigte waarvan lone betaal word.

(4) Besonderhede van alle bedrae wat afgetrek word, moet in die loonregister verskyn.

KLOUSULE 8.—GETALSVIRHOUDING VAN WERKNEMERS

'n Werkgever mag nie 'n ongekwalifiseerde werknemer in diens hê nie tensy hy twee gekwalifiseerde werknemers in sy diens het, en vir elke twee gekwalifiseerde werknemers mag hy hoogstens drie ongekwalifiseerde werknemers in diens hê: Met dien verstande dat vir die toepassing van hierdie klousule, 'n ongekwalifiseerde werknemer wat minstens die totale loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer beskou word: Voorts met dien verstande dat werknemers, vir wie 'n vaste loonskaal voorgeskryf word, nie vir die toepassing van hierdie klousule ingesluit word nie.

CLAUSE 9.—HOURS OF WORK

(1) No employer shall require or permit an employee other than an employee referred to in subclauses (5), (6) and (8)—

- (a) to work for more than 40 hours, excluding meal intervals 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 eight hours, excluding meal intervals 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 subclause (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 interval of at least one hour;

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

(2) Notwithstanding the provisions of subclause (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 10 hours in any calendar week;
- (d) on more than 60 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 25c 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 10 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 subclause (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 intervals, in any one week; or
- (b) to work for more than five days in any one week;
- (c) to work for more than nine hours and 15 minutes, excluding meal intervals 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 interval 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 43 hours, excluding meal intervals, 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 nine hours, excluding meal intervals 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 subclause (7) of this clause and clause 10 of this Agreement.

(7) Notwithstanding the provisions of subclause (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 that he shall not be required to work more than five hours on such Saturday.

KLOUSULE 9.—WERKURE

(1) Geen werkgewer mag van 'n werknemer, uitgesonderd 'n werknemer in subklousules (5), (6) en (8) bedoel, vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 40 uur, uitgesonderd etenspouses, in 'n week; of
- (b) meer as vyf dae in 'n week;
- (c) op Saterdag of Sondag;
- (d) meer as agt uur, uitgesonderd etenspouses, op 'n dag;
- (e) voor 7.30 vm. of later as 4.45 nm. of gedurende die ruspouses in subklousule (3) van hierdie klousule bepaal, of tussen 12.30 nm. en 1.30 nm. op 'n dag van Maandag tot en met Vrydag;
- (f) meer as vyf uur sonder 'n etenspouse van minstens een uur;

behalwe ingevolge klousule 10 van hierdie Ooreenkoms.

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werkgewer, behoudens klousule 10, van sy werknemer, vereis of hom toelaat om oortyd te werk: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar 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 10 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) sodanige werknemer vóór middag daarvan in kennis gestel het; of

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

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

(3) Ruspouses van minstens 10 minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word en wel nie later nie as twee uur ná die aanvang van die oggendwerkdagperk en so na as doenlik aan die middel van die namiddagwerkdagperk en dié ruspouses 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 ruspouse gestel word, asook om 12.30 nm. op elke dag van Maandag tot en met Vrydag.

(4) Benewens die ruspouses wat in subklousule (3) van hierdie klousule vasgestel is, moet 'n ruspouse van vyf minute, wat as werkdag beskou moet word, na voltooiing van elke uur se werk aan werknemers toegestaan word wat by 'n bandvervoertoeistel 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 etenspouses, in 'n week; of
- (b) meer as vyf dae in 'n week;
- (c) meer as nege uur en 15 minute, uitgesonderd etenspouses, op 'n dag;
- (d) gedurende die ruspouses wat in hierdie klousule bepaal word;
- (e) meer as vyf uur sonder 'n etenspouse van minstens een uur;

behalwe ingevolge klousule 10 van hierdie Ooreenkoms.

(6) Geen werkgewer mag van 'n drywer van 'n afleweringsmotorvoertuig of 'n versendingsverpakker vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 43 uur in 'n week, uitgesonderd etenspouses; of
- (b) meer as vyf dae in 'n week;
- (c) op Saterdag of Sondag;
- (d) meer as nege uur, uitgesonderd etenspouses, op 'n dag;
- (e) gedurende die ruspouses wat in hierdie klousule bepaal word;
- (f) meer as vyf uur sonder 'n etenspouse van minstens een uur;

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

(7) Ondanks 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: Met dien verstande dat daar nie van hom vereis mag word om meer as vyf uur op sodanige Saterdag te werk nie.

(8) *Savings*.—The provisions of this clause shall not apply to a watchman: Provided that the watchman shall not be required—

- (a) to work for more than 12 hours per day;
- (b) to work for more than 72 hours per week;
- (c) to work on more than six days in any one week:

Provided further that the employer may require his watchman to work on the seventh day of the week and pay the watchman in addition to his weekly wage an amount equal to two-sixths of such weekly wage, in respect of work done on such seventh day.

CLAUSE 10.—OVERTIME AND SUNDAY WORK

(1) Overtime, that is time worked in excess of the hours prescribed in clauses 9 (1) (a) and (d), 9 (5) (a) and (c), 9 (6) (a) and (d), 9 (7) and 9 (8) 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—

(i) pay to the employee—

(aa) 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

(ab) 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

(ii) 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 leave and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day 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 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 or ordinary rates of pay: Provided that permission has previously been obtained from the Council.

(7) *Savings*.—The provisions of subclauses (2) (b), (3) and (4) of this clause shall not apply to a watchman.

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 unless this is done in accordance with the provisions of a published out-work agreement of the Council.

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 partner of the concern, or, 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 manufacture 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 of address within two weeks from the date of the change.

(8) *Voorbehoudsbepalings*.—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat daar nie van 'n wag vereis mag word—

- (a) om vir meer as 12 uur per dag te werk nie;
- (b) om vir meer as 72 uur per week te werk nie;
- (c) om op meer as ses dae in 'n week te werk nie:

Voorts met dien verstande dat die werkgewer van 'n wag kan vereis om op die sewende dag van 'n week te werk en hom, benewens sy weeklikse loon, 'n bedrag gelyk aan twee sesdes van sodanige weekloon betaal ten opsigte van werk op dié sewende dag verrig.

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), 9 (7) en 9 (8) 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: 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 of—

(i) die werknemer soos volg betaal:

(aa) 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

(ab) 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 so 'n 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 grootste bedrag; of

(ii) die werknemer besoldiging betaal van minstens een en een-derde maal sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op dié dag 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 omdat hy weier om oortyd te werk nie.

(5) Daar mag nie van 'n vroulike werknemer vereis word of sy mag nie toegelaat word om tussen 6 nm. en 6 vm. te werk nie.

(6) Ondanks 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.

(7) *Voorbehoudsbepalings*.—Subklousules 2 (b), (3) en (4) van hierdie klousule is nie op 'n wag van toepassing nie.

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 werk in die Klerasiennywerheid te verrig nie, uitgesonderd in 'n inrigting wat deur die werkgewer verskaf, uitgerus, onderhou en beheer word, tensy dit gedoen word in ooreenstemming met die bepalinge van 'n gepubliseerde Buitewerkooreenkoms van die Raad.

KLOUSULE 12.—REGISTRASIE VAN FABRIEK

Elke okkupeerder van 'n fabriek waarin enige werksaamhede in verband met die Klerasiennywerheid uitgevoer word, moet binne een maand na die datum 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 na die datum waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige fabriek geleë is, die naam of name van die okkupeerder en/of vennote van die onderneming of, indien dit 'n maatskappy met beperkte 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 lede 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 na die datum van die verandering of veranderinge, daarvan in kennis gestel word.

CLAUSE 13.—HOLIDAY LEAVE

(1) Every employer shall, subject to the provisions of subclause (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 1 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 12 weeks or more shall be paid holiday pay in terms of subclause (2) of this clause. The holiday pay due in terms of this subclause 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 1 February in any year; or

(b) who commenced work with an employer before 1 February in any year and whose employment has terminated before 1 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 subclause 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 subclause (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 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 29;

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 four months of any period of military training referred to in paragraph (a) undergone in any year commencing 1 January.

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday following Ascension Day, Republic Day, 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 eight days, and in addition each employer shall grant to all of his employees who have worked the whole morning period of the Thursday preceding Good Friday, time off from the commencement of the normal meal interval until the normal closing time and such time lost shall be regarded as time worked.

(5) In the event of an employer closing his factory, in terms of subclause (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; and, in addition, he shall pay a full day's pay in respect of these three paid public holidays to each employee whose contract of service is terminated on or after the 15th day of November but before the date he closes his factory: Provided that such employee has been in the continuous employment of his employer for a period of not less than six months immediately prior to the 15th day of November: Provided further that the contract is not terminated by the employee concerned or that he is not summarily dismissed for any good cause recognised by law as sufficient.

The provisions of this subclause shall not apply to cases where the reason for the employer closing his factory is his intention forthwith to discontinue business in the Industry. For the purposes of this subclause, the expression "employment" shall have the same meaning as in subclause (3) of this clause.

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

(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 subclause (5) of this clause.

KLOUSULE 13.—VAKANSIEVERLOF

(1) Behoudens subklausule (2) van hierdie klausule, moet elke werkgewer elke jaar gedurende die maand Desember en wel voor of op die 24ste van dié maand, aan elkeen van sy werknemers wat van 'n datum voor die eerste dag van Februarie van dieselfde jaar in sy diens is en wie se dienste nie voor 1 Desember beëindig is nie, drie weke vakansieverlof met volle besoldiging toestaan: Met dien verstande dat vakansiebesoldiging kragtens subklausule (2) van hierdie klausule betaal moet word aan 'n werknemer wat gedurende enige jaar vir 'n aaneenlopende tydperk van 12 weke of langer van sy werk afwesig was. Die vakansiebesoldiging wat ingevolge hierdie subklausule 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 'n jaar by 'n werkgewer begin werk het; of

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

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 dienstdag betaal word gelyk aan 6 persent van die som van die bedrae wat hy ontvang het ten opsigte van sodanige diens, met uitsondering van bedrae wat hy ontvang het as bonus ingevolge klausule 5 of as oortyd ingevolge klausule 10 van hierdie Ooreenkoms. Die vakansiebesoldiging wat ingevolge hierdie klausule 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 beëindig is op die dag waarop hy die werkgewer se diens verlaat.

(3) By die bepaling van die bedrag waarop die 6 persent-verlofbesoldiging kragtens subklausule (2) van hierdie klausule bereken moet word, word die uitdrukking "diens" geag enige tydperk in te sluit waarin 'n werknemer—

(a) militêre opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957), ondergaan;

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

(c) kragtens klausule 29 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 vier maande van die militêre opleiding bedoel in paragraaf (a) wat hy in enige jaar, beginnende op 1 Januarie, ondergaan het.

(4) Elke werkgewer moet Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag wat volg op Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag aan elkeen van sy werknemers as vakansiedae met besoldiging toestaan, en op hierdie agt dae mag geen werkgewer 'n werknemer laat werk en mag geen werknemer werk nie, en daarbenewens moet elke werkgewer aan elkeen van sy werknemers wat die hele Donderdagoggend voor Goeie Vrydag gewerk het, tyd afgee van die aanvang van die gewone etenspouse tot die gewone sluitingstyd, en dié verlore tyd moet beskou word as tyd wat gewerk is.

(5) In die geval van 'n werkgewer wat ingevolge subklausule (1) van hierdie klausule sy fabriek sluit vir 'n tydperk wat Geloftedag, Kersdag of Nuwejaarsdag insluit, moet sodanige werkgewer 'n volle dag se besoldiging vir elke sodanige dag betaal aan elkeen van sy werknemers wat by hom in diens is op die datum waarop hy sy fabriek aldus sluit; en daarbenewens moet hy 'n volle dag se besoldiging vir hierdie drie openbare vakansiedae met besoldiging betaal 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 sodanige werknemer onmiddellik voor die 15de dag van November vir 'n tydperk van minstens ses maande ononderbroke in diens was van sy werkgewer: Met dien verstande voorts dat die kontrak nie deur die betrokke werknemer beëindig word nie of dat hy nie om 'n regsgeldige rede summier ontslaan word nie.

Die bepalings van hierdie subklausule is nie van toepassing nie in gevalle waar die werkgewer sy fabriek sluit met die doel om onmiddellik werk in die Nywerheid te staak. Vir die toepassing van hierdie subklausule, het die uitdrukking "diens" dieselfde betekenis as in subklausule (3) van hierdie klausule.

(6) Vir die toepassing van hierdie klausule beteken "dag se loon" die "weekloon" gedeel deur vyf.

(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 klausule betaalbaar is, behalwe soos bepaal in subklausule (5) van hierdie klausule.

(8) Notwithstanding the provisions of clause 7 (2), an employer may close his establishment on any statutory public holiday not mentioned in subclause (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: 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.

(9) *Savings.*—The provisions of this clause shall not apply to a watchman: Provided that a watchman shall be granted four weeks holiday leave on full pay, plus payment of an amount equal to one quarter of his weekly wage, during each period of 12 months employment: Provided further that should such watchman's employment be terminated before such leave is granted he shall be paid in lieu of such leave two and one-fifth of his daily wage in respect of each complete month of employment calculated from the date of commencement of his employment or from the first day after the last 12 months' period in respect of which he was granted four weeks holiday leave, as prescribed in this subclause. For the purposes of this subclause, the daily wage of a watchman shall be one-sixth of his weekly wages.

CLAUSE 14.—TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (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 that this shall not affect—

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

(b) any agreement between the employer and employee providing for a longer period of notice than one week: 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 subclause (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 subclause (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 that 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) 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 subclause (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 subclause (1).

(8) Ondanks klousule 7 (2), mag 'n werkgewer sy bedryfsinrigting op enige statutêre 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 bedryfsinrigting aan te bring: 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.

(9) *Voorbehoudsbepalings.*—Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat 'n wag vier weke vakansieverlof met volle besoldiging, plus betaling van 'n bedrag gelyk aan 'n kwart van sy weekloon, gedurende elke tydperk van 12 maande moet ontvang: Voorts met dien verstande dat indien so 'n wag se diens beëindig word voordat sodanige verlof toegestaan is, hy, in plaas van sodanige verlof, 'n bedrag betaal moet word wat gelyk is aan twee en een-vyfde van sy dagloon vir elke voltooide maand diens gereken vanaf die datum van sy indiensneming of vanaf die eerste dag na die laaste tydperk van 12 maande ten opsigte waarvan vier weke vakansieverlof aan hom toegestaan is, soos in hierdie subklousule voorgeskryf. Vir die toepassing van hierdie subklousule is die dagloon van 'n wag een-sesde van sy weekloon.

KLOUSULE 14.—DIENSBEEINDIGING

(1) Behoudens subklousule (1) (d), (e) en (f) van hierdie klousule, moet skriftelike kennis van minstens vyf werkdade, 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 regsgeldige rede;

(b) 'n 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 kennisgewingstydperk 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 werkdade van die diens tyd van 'n werknemer by 'n werkgewer (tensy andersins in 'n skriftelike ooreenkoms aangedui) geag word 'n proeftydperk te wees en sodanige diens of deur die werkgewer of deur die werknemer op enige tydstop binne die proeftydperk 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 dié waarin kennis gegee is.

(2) 'n Werknemer wat afgedank word gedurende enige kennisgewingstydperk kragtens 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 kennisgewingstydperk.

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

(a) naderende bevalling: Met dien verstande dat die werknemer hoogstens twee maande ná die datum van bevalling na haar werk terugkeer;

(b) afwesigheid van werk weens siekte nie: Met dien verstande dat—

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

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

(iii) die tydperk van afwesigheid van werk hoogstens 30 dae is;

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

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

(5) Whenever an employer terminates the services of an employee in terms of subclause (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 subclause shall *mutatis mutandis* apply to any termination of employment in terms of subclause (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 11th 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 subclause (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 10c.

(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 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 subclause (4) of this clause.

(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.

(5) Wanneer 'n werkgever 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.

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 werkgever sy dienskaart nie voor die sesde en nie later nie as die 11de dag van sodanige afwesigheid aan die Nywerheidsraad stuur.

(7) Die kennisgewingtydperk mag nie saamval en kennisgewing mag ook nie geskied nie 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.

(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 Werkgever mag geen premies vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgever regtens moet bydra.

KLOUSULE 16.—GEREEDSKAP

(1) Elke werkgever moet 'n skêr verskaf aan elkeen van sy werknemers wat dit vir sy werk nodig het, teen die prys wat die werkgever daarvoor betaal het.

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

(3) Die werkgever moet gratis die skêre skerp en in 'n goeie toestand hou.

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 hierdie Ooreenkoms onderworpe: Met dien verstande dat die werke van ketelbedieners, drywers van afleveringsmotorvoertuie en versendingsverpakkers, indien dié ure kragtens sodanige dienskontrak minder is as die daaglikse of weeklikse ure wat in klousule 9 voorgeskrif word, nie tot die voorgeskrewe ure vermeerder mag word nie.

KLOUSULE 18.—INDIENSNEMING EN DIENSBEËINDIGING

(1) 'n Werkgever moet, voordat hy 'n aansoeker om werk in diens neem, van sodanige aansoeker vereis om 'n dienskaart voor te lê wat deur die Raad uitgereik en in die vorm is soos in Aanhangsel A van hierdie Ooreenkoms voorgeskrif: 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 proeftydperk ingevolge klousule 14 (1) (e), bekragtig word, moet die werkgever 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.

(3) Alle inligting wat die Raad nodig het, moet so gou as wat redelik moontlik is van die dienskaart verkry word, en daarna moet die kaart teruggestuur word aan die werkgever, wat dit moet bewaar totdat die werknemer sy diens verlaat, en wanneer dit gebeur, moet die werkgever 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 werkgever die dienskaart onmiddellik aan die kantoor van die Raad moet stuur, waar die werknemer aansoek om die dienskaart kan doen.

(4) Wanneer die dienskontrak van 'n werknemer gedurende of by voltooiing van die proeftydperk bekragtig word, moet die werkgever binne drie dae na sodanige 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 werkgever onmiddellik by dié oorpasing, die nuwe beroep van die werknemer, die datum van die oorpasing en die loon wat aan die werknemer op die datum van sy oorpasing betaal word, op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur, sodat dit nagegaan kan word.

CLAUSE 19.—EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, 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.

(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 subclause (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 four cents, except that on the first pay-day of February, May, August and November of each year, three cents shall be deducted 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 20 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 fall due.

CLAUSE 21.—MEDICAL BENEFIT SOCIETY

(1) There is hereby continued a medical benefit society to be known as the Medical Benefit Society for the Clothing Industry (Transvaal), in this clause referred to as the "Society".

(2) Each employer shall on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct from the wages of each of his employees, for whom minimum wages are prescribed in this Agreement, other than employees referred to in subclauses (8) (a) (iv) of this clause—

- (a) an amount of 17c from all employees earning less than R13,50 per week;
- (b) an amount of 18c from all employees earning R13,50 or more per week;

Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fell due. The employer shall forward the amounts so deducted together with an amount added by the employer equal to the aggregate of the deductions so made, within seven days from the end of the week in which the deductions fell due to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure B to this Agreement.

(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, and medicines in case of illness and shall be administered by a management committee appointed by the Council and consisting of five representatives of the employers' organisation 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

KLOUSULE 19.—VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling by klausule 51 (3) van die Wet, kan die Raad vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen op grond van hoë ouderdom of swakheid of om 'n afdoende rede.

(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 kennisgewing 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 hierdie klausule verleen word, 'n sertifikaat uitreik, deur hom onderteken, waarop die volgende voorkom:

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes wat ooreenkomstig subklausule (2) van hierdie klausule vasgestel is waarop sodanige vrystelling verleen word; en

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

(4) Die Sekretaris van die Raad moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n kopie van elke uitgereikte sertifikaat behou; en
- (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings nakom van enige vrystellingsertifikaat wat kragtens hierdie klausule uitgereik word.

KLOUSULE 20.—FONDSE VAN DIE RAAD

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, maar op die eerste betaaldag in Februarie, Mei, Augustus en November van elke jaar moet 3c afgetrek word: Met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word.

(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 na die einde van die week waarin die bedrae afgetrek moes word.

KLOUSULE 21.—MEDIËSE BYSTANDSVERENIGING

(1) Hierby word 'n mediese bystandsvereniging voortgesit wat bekend sal staan as die Mediese Bystandsvereniging van die Kle-riensynerheid (Transvaal), in hierdie klausule die "Vereniging" genoem.

(2) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, die volgende bedrae aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd werknemers in subklausule (8) (a) (iv) van hierdie klausule bedoel:

- (a) 'n Bedrag van 17c van alle werknemers wat minder as R13,50 per week verdien;
- (b) 'n bedrag van 18c van alle werknemers wat R13,50 of meer per week verdien;

Met dien verstande dat geen bedrag afgetrek moet word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word. Die werkgewer moet die bedrae wat aldus afgetrek is, tesame met 'n bedrag bygevoeg deur die werkgewer wat gelyk is aan die totale bedrae aldus afgetrek, binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(3) Behoudens hierdie klausule, moet die fondse van die Vereniging aangewend word vir geneeskundige behandeling en medisyne aan lede van die Vereniging ingeval van siekte, en moet die fondse deur 'n Bestuurskomitee geadministreer word wat deur die Raad aangestel is, en wat uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakvereniging bestaan, ooreenkomstig die konstitusie van die Vereniging.

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee te eniger tyd die konstitusie van die Vereniging wysig. As daar te eniger tyd 'n geskil ontstaan oor die bepalings van die konstitusie of die administrasie van die Vereniging of 'n

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 31 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) employers 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 subclause (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 membership of the Society and/or employment in the Industrial 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 10 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 of Rules of the Society: Provided further that such benefits are obtained only through the Society's appointed medical officers.

(a) *bis* Notwithstanding the provisions of paragraph (a), no person who is the dependant of a member of a medical scheme in terms of the provisions of the Medical Schemes Act (Act 72 of 1967), shall be eligible for membership.

(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.

(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 subclause (8) (a) (iii) of this clause, and/or takes up employment in any other industry, trade or occupation;

(v) when a member becomes the dependant of a member of a medical scheme, in terms of the provisions of the Medical Schemes Act (Act 72 of 1967).

(e) A member whose membership has ceased under (d) and who has returned to the Industry shall after payment of 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.

ander aangeleentheid waaroor daar 'n staking van stemme in die Bestuurskomitee is, moet die aangeleentheid na die Nywerheidsraad verwys word, en ingeval die Raad nie tot 'n vergelyk kan kom nie, moet dié geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by ontstentenis van so 'n ooreenstemming, na 'n arbiter deur die Nywerheidsregistrator aangestel. Die arbiter se beslissing is finaal.

(5) 'n Eksemplaar van die konstitusie, reëls en lysie van voordele en enige wysigings daarvan moet by die kantoor van die Sekretaris van Arbeid, Pretoria, ingedien word.

(6) 'n Eksemplaar van die konstitusie, reëls en lysie van voordele en wysigings daarvan moet in die kantoor van die Vereniging gedurende gewone kantoorure vir enige geregistreerde werkgewer of werknemer in die Nywerheid ter 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 ter insae by die kantoor van die Nywerheidsraad lê en die kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(8) (a) (i) Alle werknemers deur hierdie Ooreenkoms gedek;

(ii) werknemers van die Raad, Garment Workers' Union of South Africa en die Transvaal Clothing Manufacturers' Association, op voorwaarde 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 sewe dae na die einde van die maand waarin die afrekkings 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 lidmaatskap van die Vereniging vervel het en/of hul diens geëindig het by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) en/of die Garment Workers' Union of South Africa en/of die Transvaal Clothing Manufacturers' Association, en wat 10 jaar lidmaatskap van die Vereniging voltooi het en ledegeld van 80c per maand vooruitbetaal;

kom in aanmerking vir lidmaatskap van die Vereniging: Met dien verstande dat voortsettingslede geregtig is op al die voordele voorgeskryf in hierdie klousule en die konstitusie of reëls van die Vereniging: Voorts met dien verstande dat sodanige voordele slegs verkry word deur bemiddeling van die Vereniging se aangestelde mediese beamptes.

(a) *bis* Ondanks paragraaf (a), kom iemand wat die afhanklike is van 'n lid van 'n mediese skema ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967) nie vir lidmaatskap in aanmerking nie.

(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 dokterskaart voorsien.

(c) By betaling van R2,10 (twee rand tien sent) per jaar, kan werkgewers in die Klerasiennywerheid (Transvaal) lede van die Vereniging word.

(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 Klerasiennywerheid (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) (iii) van hierdie klousule, en/of diens aanvaar in enige ander nywerheid, bedryf of beroep;

(v) wanneer 'n lid die afhanklike word van 'n lid van 'n mediese skema, ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967).

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

(9) Alle lede van wie se lone bedrae vir minder as 13 agtereenvolgende weke afgetrek is, is slegs geregtig op—

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

(b) medisyne deur sodanige algemene praktisyn voorgeskryf.

(10) All members from whose wages 13 or more consecutive weekly deductions have been made in terms of subclause (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 officer") 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.

(11) 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 subclauses (9) and (10) of this clause, be entitled to the following:

(a) Operations and treatment free of charge by specialists appointed by the Management Committee;

(b) free hospitalisation for such operations and treatment in nursing homes or hospitals approved by the Management Committee.

(12) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered by the Management Committee 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 Society is entered into within one year after the expiration of this Agreement or the Society not being transferred as aforesaid within such period, the Society shall be liquidated in the manner set out in subclause (14).

(13) 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 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 impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Society 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 subclause (14) 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 shall be distributed provided for in section 34 (4) of the Act as if it formed part of the general fund of the Council.

(14) Upon liquidation of the Society in terms of subclauses (12) and (13) of this clause, the moneys remaining to the credit of the Society after payment of all claims against the Society including administration and liquidation expenses, shall be paid into the funds of the Council.

(15) All administrative and liquidation charges shall be a charge against the funds of the Society.

(16) (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

(10) Alle lede van wie se lone bedrae vir 13 of meer agtereenvolgende weke afgetrek is ingevolge subklousule (2) van hierdie klousule, is geregtig op die volgende voordele:

(a) Die dienste van 'n algemene praktisyn en tandarts (hierna "mediese beamptes" genoem) 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.

(11) Lede van die Vereniging van wie se lone gereeld bedrae afgetrek is vir 'n tydperk van drie jaar (144 aftrekkings) is, benewens die voordele in subklousules (9) en (10) van hierdie klousule genoem, geregtig op die volgende:

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

(b) vry hospitalisasie vir sodanige operasies en behandeling in verpleeginrigtings of hospitale wat deur die Bestuurskomitee goedgekeur is.

(12) Ingeval hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk, moet die Vereniging steeds deur die Bestuurskomitee geadminestreer word totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasiennywerheid (Transvaal) is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Vereniging binne een jaar ná die verstryking van hierdie Ooreenkoms aangegaan is nie of die Vereniging nie soos voornoem binne sodanige tydperk oorgedra is nie, die Vereniging gelikwider word op die wyse in subklousule (14) uiteengesit.

(13) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Vereniging te administreer, en diegene wat lede van die Komitee is op die datum waarop die Raad sy werksaamhede staak of hy ontbind word, word vir sodanige doeleindes as lede daarvan beskou: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrateur gevul kan word uit die geledere van 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 ontstaan wat, na die mening van die Registrateur, die administrasie van die Vereniging ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van die Komitee vir hierdie doel. As daar geen Raad bestaan nie, moet die Vereniging by verstryking van hierdie Ooreenkoms gelikwider word deur die Komitee of die trustees, na gelang van die geval, op die wyse uiteengesit in subklousule (14) van hierdie klousule: Met dien verstande dat as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die saldo van die fondse van die Vereniging verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(14) By likwidasië van die Vereniging ingevolge subklousules (12) en (13) van hierdie klousule, moet die geld wat in die krediet van die Vereniging oorbly nadat al die eise teen die Vereniging, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die Raad se fondse gestort word.

(15) Alle administrasie- en likwidasiëkoste is 'n las teen die fondse van die Vereniging.

(16) (a) Niemand wat nie voorheen in die Nywerheid werksaam was nie of wat nie in die Nywerheid gewerk het gedurende die 12 maande onmiddellik voor die eerste dag diens nie, mag na die datum van inwerkingtreding van hierdie Ooreenkoms deur 'n werkgewer in diens geneem word, tensy 'n sertifikaat of voorindiensneming of binne twee weke na die datum van indiënsneming verkry is; welke sertifikaat aantoon dat sodanige persoon gedurende die vorige 12 maande aan 'n X-straalondersoek onderwerp en vry van tuberkulose in 'n aansteeklike vorm bevind is.

(b) Alle werkgewers moet op versoek van die Sekretaris hul werknemers toelaat om (wanneer 'n grootskaalse X-straalondersoek deur die Vereniging onderneem word) gedurende hul werke aan 'n X-straalondersoek 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-straalondersoek moet onderwerp binne 'n tydperk van twee weke na die datum van sodanige versoek. 'n Werknemer wat versuim om aan

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.

(17) The Management Committee shall have the power to determine the amount of benefits to be granted to members and the conditions attached thereto and to vary such amounts and conditions: Provided that benefits shall be not less favourable than those provided for in this clause.

(18) All funds surplus to the requirements of the Society shall be invested in terms of the provisions of section 21 (3) of the Act.

(19) The funds of the Society shall consist of—

(a) contributions paid into the Society in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the Society;

(c) any other funds to which the Society may become entitled.

CLAUSE 22.—SLACK PAY FUND

(1) There is hereby continued a fund known as the Transvaal Clothing Industry Slack Pay Fund, in this clause referred to as the "Fund", the administration of which shall be vested in the Industrial Council for the Clothing Industry (Transvaal), and the purpose of which 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, and, in addition, the payment of benefits in respect of absences through illness to contributors who contributed the additional amounts specified in clause 22 (3) (a) (ii) of the Agreement, dated 6 May 1971, as published under Government Notice 1326, dated 30 July 1971. 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. A copy of such rules and any amendments thereof shall be lodged with the Secretary for Labour within two weeks of the adoption thereof.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other funds to which the Fund may become entitled.

(3) (a) Every employer shall, on the first pay-day of February, May, August and November of each year and from the first relevant pay-day after this Agreement comes into operation, deduct 1c 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.

(b) The employer shall forward the total amounts so deducted together with an equal amount which shall be contributed by him 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.

(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 authorised by the Industrial Council. All moneys not required to meet current payments shall be invested in a building society or as provided for in section 21 (3) of the Act 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 31 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 expiration of this Agreement by effluxion of time or cessation for 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 expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated in the manner set out in subclause (8).

dié versoek te voldoen, mag nie vir indiensneming in die Klerasiënwerheid in aanmerking geneem word nie, en geen werk-gewer mag sodanige werknemer in diens neem nie.

(17) Die Bestuurskomitee het die bevoegdheid om die bedrag aan voordele wat aan lede toegestaan moet word, en die des-betreffende voorwaardes, te bepaal, en om sodanige bedrae en voorwaardes te wysig: Met dien verstande dat voordele nie minder gunstig mag wees nie as dié wat in hierdie klousule bepaal word.

(18) Alle geld wat meer is as wat die Vereniging nodig het, moet kragtens artikel 21 (3) van die Wet belê word.

(19) Die fondse van die Vereniging bestaan uit—

(a) bydraes wat ooreenkomstig die bepalings van hierdie Ooreenkoms in die Vereniging gestort is;

(b) rente wat van die belegging van gelde van die Vereni-ging verkry is;

(c) alle ander fondse waarop die Vereniging geregtig mag word.

KLOUSULE 22.—SLAPTEBESOLDIGINGSFONDS

(1) Hierby word 'n fonds voortgesit, bekend as die Slapte-besoldigingsfonds van die Transvaalse Klerasiënwerheid, in hierdie klousule die "Fonds" genoem, waarvan die administrasie by die Nywerheidsraad vir die Klerasiënwerheid (Transvaal) berus, en waarvan die doelstellings is om bystand te betaal aan werknemers wat verdienste verloor omdat hulle ingevolge klou-sule 6 van hierdie Ooreenkoms op korttyd geplaas is, en daar-benewens om bystand ten opsigte van afwesigheid weens siekte aan bydraers te betaal wat die bykomende bedrae bygedra het soos vermeld in klousule 22 (3) (a) (ii) van die Ooreenkoms van 6 Mei 1971 en gepubliseer by Goewermentskennisgewing 1326 van 30 Julie 1971. Voordele moet betaal word teen die skale en op sodanige voorwaardes as wat die reëls, wat deur die Raad vir die administrasie van die Fonds aanvaar is, voor-geskryf. 'n Kopie van die reëls en wysigings daarvan moet binne twee weke na die aanvaarding daarvan by die Sekretaris van Arbeid ingedien word.

(2) Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort is;

(b) rente wat van die belegging van gelde van die Fonds verkry is;

(c) alle ander fondse waarop die Fonds geregtig mag word.

(3) (a) Elke werkgewer moet op die eerste betaaldag van Februarie, Mei, Augustus en November van elke jaar en vanaf die eerste betrokke betaaldag na die inwerkingtreding van hierdie Ooreenkoms, 1c aftrek van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voor-geskryf word: Met dien verstande dat geen bedrae afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie.

(b) Die werkgewer moet die totale bedrag wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, binne sewe dae na die einde van die week waarin die bedrae afgetrek 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 kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en opvragings uit die Fonds geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig word. Alle geld wat nie nodig is om lopende uitgawes te dek nie, moet by 'n bouwer-eniging belê word of soos bepaal in artikel 21 (3) van die Wet, na goeë dunks van die Raad, wat sodanige beleggings kan wysig soos hy van tyd tot tyd bepaal.

(5) Die Raad moet 'n openbare rekenmeester as ouditeur aan-stel en sy besoldiging moet uit die Fonds betaal word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperke wat op 31 Desember eindig. Die geouditeerde staat en balans-staat moet daarna by die kantoor van die Nywerheidsraad ter 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 of om enige ander rede verstryk, moet die Fonds steeds deur die Raad geadministreer word, totdat dit of gelikwider of deur die Raad na 'n ander fonds of fondse oorgedra word waarvan die oog-merk uitersluitlik is om die werknemers van die Klerasiënwerheid (Transvaal) te bevoordeel: Met dien verstande dat indien geen nuwe ooreenkoms wat bepaal dat die Fonds voortgesit word, binne een jaar ná verstryking van hierdie Ooreenkoms gesluit word of die Fonds nie soos voornoem, binne sodanige tydperk oorgedra word nie, die Fonds gelikwider moet word op die wyse in subklousule (8) uiteengesit.

(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 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 subclause (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 subclauses (6) and (7) 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 charges against the funds of the Fund.

CLAUSE 23.—EXTRACTS FROM WAGE REGISTERS

Every 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 accordance with the current published Provident Fund Agreement of the Council and the number of deductions made in respect of the funds of the Industrial Council, the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), 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 10th day of the month following the calendar month to which the return relates.

CLAUSE 24.—EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer shall employ any person who is not a member of the trade union, and no member of the trade union shall work for any employer who is not a member of the employers' organisation: 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' organisation, as the case may be.

(2) 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.

(3) This clause shall not apply—

(a) 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;

(b) 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.

(7) In die geval van die ontbinding van die Raad of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die 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 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, gelikwedeer 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 saldo 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 likwidasië van die Fonds ingevolge subklousules (6) en (7) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, in die Raad se fondse gestort word.

(9) Alle administrasie- en likwidasiëkoste 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 ooreenkomstig die geldende gepubliseerde Voor-sorgfondsooreenkoms van die Raad en die getal bedrae wat afgetrek is ten opsigte van die fondse van die Nywerheidsraad, die Mediese Bystandsvereniging van die Klerasiënywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiënywerheid (Transvaal), die Slaptebesoldigingsfonds van die Transvaalse Klerasiënywerheid en die Opleidingsfonds van die Klerasiënywerheid (Transvaal), die datum van indiensneming (as die werknemer in diens geneem is gedurende die kalendermaand waarop die opgawe betrekking het), die beroep, die datum van diensbeëindiging (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 10de 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

(1) Geen werknemer 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 werkgewers-organisasie is nie: Met dien verstande dat iemand wat benadeel is of sal word omdat lidmaatskap aan hom geweier is, sy saak aan die Raad kan stel, wat kan verklaar dat, ondanks dié weiering, die bepaling van hierdie klousule hom nie mag verbied om lede van die vakvereniging in diens te neem of om deur lede van die werkgewersorganisasie in diens geneem te word nie, na gelang van die geval.

(2) Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika: 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, hierdie klousule onmiddellik van toepassing word.

(3) Hierdie klousule is nie van toepassing nie—

(a) op die indiensneming in die Nywerheid van 'n werknemer wat as lid van die vakvereniging geskors of verban is, of wat, na die mening van die Minister, goeie gronde het om beswaar daarteen te hê om lid van die vakvereniging te word of te bly.

(b) Ten opsigte van 'n werknemer bedoel in klousule (4) (i) (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.

CLAUSE 25.—ORGANISATION OF EMPLOYEES

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

- (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 authorised 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 15 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.—SICK PAY FUND

(1) There is hereby continued a sick pay fund to be known as the Sick Pay Fund for the Clothing Industry (Transvaal), in this clause referred to as the "Fund".

(2) (a) Every employer shall on the pay-day of each week deduct the amounts specified below from the wages of each of his employees for whom minimum wages are prescribed in the Agreement: Provided that no deductions shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fell due, and the employer shall forward the amounts so deducted, together with an amount added by the employer equal to the aggregate of the deductions made in terms of subparagraphs (i) and (ii) of this subclause, within seven days from the end of the week in which the deductions fall due, to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure B to this Agreement:

- (i) Employees earning less than R13,50 per week—11c;
- (ii) employees earning R13,50 per week or more—12c;
- and in addition
- (iii) (aa) 6c in the case of all employees earning less than R13,50 per week;

(ab) 13c in the case of all employees earning R13,50 per week or more, excluding male employees earning R21 per week or more; and

(ac) 23c in the case of all male employees earning R21 per week or more.

(b) The amounts deducted in terms of subclause (2) (a) (i) and (ii) of this clause, together with the equal amount added by the employer shall be credited to the Ordinary Sick Pay Account and the amounts deducted in terms of subclause (2) (a) (iii) of this clause shall be credited to the Special Sick Pay Account.

(3) The funds of the Fund shall, subject to the provisions of this clause, be applied to provide members of the Fund with sick pay in case of illness and shall be administered by the Management Committee of the Medical Benefit Society of the Clothing Industry (Tvl), hereinafter referred to as the Management Committee, as appointed by the Council in terms of clause 21 (3) of this Agreement.

(4) The Constitution of the Fund 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 Fund 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.

KLOUSULE 25.—ORGANISASIE VAN WERKNEMERS

(1) Elke werkgever moet 'n persoon of persone wat skriftelik deur die vakvereniging en deur die Raad daartoe gemagtig is, toelaat om van tyd tot tyd sy bedryfsinrigting gedurende die etenspouse te betree met die doel om—

- (a) onderhoude met werknemers oor die vakverenigingsake te voer;
- (b) nuwe lede in te skryf;
- (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 werkgever of sy verteenwoordigers kennis gee van sy of haar voorneme om die bedryfsinrigting te besoek.

KLOUSULE 26.—AGENTE

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

KLOUSULE 27.—INDIENSNEMING VAN MINDERJARIGES

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

KLOUSULE 28.—VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale, in die vorm voorgeskryf in die regulasies ingevolge die Wet, op 'n plek wat maklik vir sy werknemers toeganklik is, in sy bedryfsinrigting vertoon.

KLOUSULE 29.—SIEKEBESOLDIGINGSFONDS

(1) Hierby word 'n Siekebesoldigingsfonds voortgesit wat bekend staan as die Siekebesoldigingsfonds van die Klerasierywerheid (Transvaal), in hierdie klousule die "Fonds" genoem.

(2) (a) Elke werkgever moet op die betaaldag van elke week die bedrae soos hieronder uiteengesit aftrek van die loon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word, en die totale bedrae wat aldus afgetrek is, moet deur die werkgever, tesame met 'n bedrag gelyk aan die bedrae afgetrek ingevolge subparagrafe (i) en (ii) 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 einde van die week waarin die aftrekkings gedoen moet word:

- (i) Werknemers wat minder as R13,50 per week verdien—11c;
- (ii) werknemers wat R13,50 of meer per week verdien—12c;
- en daarbenewens
- (iii) (aa) 6c in die geval van alle werknemers wat minder as R13,50 per week verdien;

(ab) 13c in die geval van alle werknemers wat R13,50 of meer per week verdien, uitgesonderd manlike werknemers wat R21 of meer per week verdien; en

(ac) 23c in die geval van alle manlike werknemers wat R21 of meer per week verdien.

(b) Die bedrae wat ingevolge subklousule (2) (a) (i) en (ii) van hierdie klousule afgetrek word, tesame met die gelyke bedrag wat deur die werkgever bygevoeg word, moet gekrediteer word aan die Gewone Siekebesoldigingsrekening en die bedrae wat ingevolge subklousule 2 (a) (iii) van hierdie klousule afgetrek word, aan die Speciale Siekebesoldigingsrekening.

(3) Behoudens hierdie klousule, moet die fondse van die Fonds aangewend word vir siekebesoldiging aan lede van die Fonds in geval van siekte, en moet dit deur die Bestuurskomitee van die Mediese Bystandsvereniging van die Klerasierywerheid (Transvaal), hierna die Bestuurskomitee genoem, soos aangestel deur die Raad ingevolge klousule 21 (3) van hierdie Ooreenkoms, geadmistreer word.

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee te eniger tyd die konstitusie van die Fonds wysig. As daar te eniger tyd 'n geskil ontstaan oor die bepalinge van die konstitusie of die administrasie van die Fonds of 'n ander saak waaroor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak na die Nywerheidsraad verwys word, en ingeval die Raad nie tot 'n vergelyk kan kom nie, moet dié geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by onstentenis van so 'n ooreenstemming, na 'n arbiter deur die Nywerheidsregistrateur aangestel. Die arbiter se beslissing is finaal.

(5) 'n Eksemplaar van die konstitusie, reëls en lys van voordele en wysigings daarvan moet by die kantoor van die Sekretaris van Arbeid, Pretoria, ingedien word.

(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 Fund, during ordinary office hours.

(7) A public accountant or accountants appointed by the Industrial Council shall audit the accounts of the Fund annually for the period ending 31 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) All employees from whose wages at least 13 consecutive weekly deductions have been made in terms of subclause (2) of this clause shall be entitled to sick pay from the Ordinary Sick Pay Account under the following conditions:

(a) sick pay shall be paid 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, or in the case of employees who are not members of the Society from a doctor or specialist who had attended to them during such illness;

(b) 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 eight weeks' sick pay shall be paid. The Management Committee may in its discretion authorise payment for an additional number of weeks not exceeding three in any one period;

(c) a member shall be paid an amount equal to 43 per cent of his weekly wage, divided by five, in respect of each day of absence due to illness: Provided that where the amount so calculated exceeds R2,40, R2,40 only shall be paid in respect of each day of absence due to illness.

(9) (a) (i) If a member is entitled to sick pay benefits in terms of subclause (8) of this clause, such member shall be entitled to receive from the Special Sick Pay Account in addition to the amount paid in terms of subclause (8) of this clause in respect of each day of absence due to illness, an amount equal to 22 per cent of his weekly wage, divided by five, calculated to the nearest unit of 5c below: Provided that where the amount so calculated exceeds R1,60, R1,60 only shall be paid in respect of each day of absence due to illness.

(ii) Notwithstanding the limitations contained in paragraph (a) (i) of this subclause, a male member receiving a weekly wage of R21,00 or more shall receive in addition to the amount specified in paragraph (a) (i) a further amount of R1 in respect of each day of absence due to illness.

(b) All benefits under this subclause shall be paid only if there is an amount of not less than R2 000 available in the Special Sick Pay Account.

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

(b) For the purposes of subclauses (8) and (9) of this clause, a period of 12 months shall be reckoned from the first day of 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 subclauses (8) and (9) 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.

(11) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal).

(12) The provisions of clause 21 (13) and (14) of this Agreement shall *mutatis mutandis* apply to this clause.

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

(14) The Management Committee shall have the power to determine the amount of sick pay to be granted to members and the conditions attached thereto and to vary such conditions: Provided that the amount of sick pay paid to any employee shall not be less favourable than those prescribed in this clause.

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

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Fonds jaarliks vir die tydperk eindigende 31 Desember elke jaar auditeer. Die geauditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter 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.

(8) Alle werknemers van wie se lone bedrae vir minstens 13 agtereenvolgende weke afgetrek is ingevolge subklousule (2) van hierdie klousule, is geregtig op siekebesoldiging uit die Gewone Siekebesoldigingsrekening, onderworpe aan die volgende voorwaardes:

(a) Siekebesoldiging moet betaal word 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 beamppte of spesialis van die Vereniging, of in die geval van werknemers wat nie lede van die Vereniging is nie, van 'n dokter of spesialis wat hulle gedurende so 'n siekte behandel het, ingedien word;

(b) lede is geregtig op siekebesoldiging vir hoogstens 12 weke in enige tydperk van 12 maande: Met dien verstande dat ingeval van siekte weens swangerskap siekebesoldiging vir hoogstens agt weke betaal word. Die Bestuurskomitee kan na goeddunke besoldiging vir 'n bykomende getal weke van hoogstens drie in enige bepaalde tydperk magtig;

(c) 'n lid moet vir elke dag wat hy weens siekte van die werk afwesig is 'n bedrag betaal word gelyk aan 43 persent van sy weekloon, gedeel deur vyf: Met dien verstande dat, indien die bedrag wat aldus bereken is, meer is as R2,40, die lid net R2,40 betaal moet word vir elke dag wat hy weens siekte van die werk afwesig is.

(9) (a) (i) Indien 'n lid ooreenkomstig subklousule (8) van hierdie klousule op siekebesoldigingvoordele geregtig is, is hy daarop geregtig om benewens die bedrag wat ooreenkomstig subklousule (8) van hierdie klousule aan hom betaal word, uit die Spesiale Siekebesoldigingsrekening vir elke dag wat hy weens siekte van die werk afwesig is, 'n bedrag te ontvang gelyk aan 22 persent van sy weekloon, gedeel deur vyf, bereken tot die naaste eenheid van 5c daaronder: Met dien verstande dat, indien die bedrag wat aldus bereken is, meer is as R1,60, die lid net R1,60 betaal moet word vir elke dag wat hy weens siekte van die werk afwesig is.

(ii) Ondanks die beperkings in paragraaf (a) (i) van hierdie subklousule vervat, moet 'n manlike lid wat 'n weekloon van R21 of meer ontvang, benewens die bedrag in paragraaf (a) (i) gespesifiseer, 'n verdere bedrag van R1 betaal word vir elke dag wat hy weens siekte van die werk afwesig is.

(b) Alle voordele ingevolge hierdie subklousule moet betaal word slegs as daar 'n bedrag van minstens R2 000 in die Spesiale Siekebesoldigingsrekening beskikbaar is.

(10) (a) Ten einde siekebesoldiging te bereken, beteken een volle week vyf agtereenvolgende werkdade.

(b) By die toepassing van subklousules (8) en (9) van hierdie klousule, word 'n tydperk van 12 maande gereken met ingang van die eerste dag van die siekte waarvoor siekebesoldiging betaalbaar is; verdere tydperke van 12 maande word gereken met ingang van die eerste dag van die siekte waarvoor siekebesoldiging betaalbaar is ná die verstryking van die vorige tydperk van 12 maande.

(c) Geen siekebesoldiging word ingevolge subklousules (8) en (9) van hierdie klousule betaal nie vir enige tydperk waarvoor vakansiebesoldiging betaalbaar is en/of die tydperk van drie weke gereken met ingang van die laaste werkdag van 'n bedryfsinrigting wat vir die jaarlikse verlof aan die einde van die jaar sluit.

(11) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of om enige ander rede ophou om te bestaan, moet die Fonds steeds deur die Bestuurskomitee geadminestreer word totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasiennywerheid (Transvaal) is.

(12) Klousule 21 (13) en (14) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie klousule.

(13) Alle administrasie- en likwidasielaste is 'n las teen die fondse van die Fonds.

(14) Die Bestuurskomitee beskik oor die bevoegdheid om die bedrag aan siekebesoldiging wat aan lede toegestaan moet word, en die desbetreffende voorwaardes, te bepaal, en om sodanige voorwaardes te wysig: Met dien verstande dat die bedrag aan siekebesoldiging wat aan 'n werknemer betaal word, nie minder gunstig mag wees nie as dié wat in hierdie klousule bepaal word.

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

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

(16) All funds surplus to the requirements of the Fund shall be invested in terms of the provisions of section 21 (3) of the Act.

CLAUSE 30.—OVERALLS

(1) An employer shall issue, within three months of the commencement of employment of a female employee who commenced working in the period—

- (a) 1 April to 30 September of each year two new overalls; and
- (b) 1 October to 30 March of each year one new overall;

and shall annually on or before 1 July issue two new overalls to each and every female employee in his employment, other than employees referred to in paragraph (a) who have not completed three months of employment. 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 of an employee to take such overalls away from the establishment where she is employed: Provided further that nothing contained in this subclause shall 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) An employer shall issue to all male employees such protective garments as may be required for the occupation in which such male employee is employed, subject to the Council having approved of the nature of such protective clothing.

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

CLAUSE 31.—STABILIZATION INSURANCE FUND

(1) There is hereby continued a Stabilization Insurance Fund, in this clause 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 Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), 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 Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal) 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 subclause (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.

(15) Die fondse van die Fonds bestaan uit—

- (a) bydraes wat ooreenkomstig die bepalings van hierdie Ooreenkoms in die Fonds gestort is;
- (b) rente wat van die belegging van gelde van die Fonds verkry is;
- (c) alle ander fondse waarop die Fonds geregtig mag word.

(16) Alle geld wat meer is as wat vir die onmiddellike behoeftes van die Fonds nodig is, moet ingevolge artikel 21 (3) van die Wet belê word.

KLOUSULE 30.—OORPAKKE

(1) 'n Werkgewer moet aan elkeen van sy vroulike werknemers binne drie maande nadat sy begin werk het gedurende die tydperk—

- (a) 1 April tot 30 September van elke jaar, twee nuwe oorpakke uitreik;
- (b) 1 Oktober tot 30 Maart van elke jaar, een nuwe oorpak uitreik;

en moet jaarliks voor of op 1 Julie twee nuwe oorpakke uitreik aan elk en iedere vroulike werknemer in sy diens, uitgesonderd werknemers in paragraaf (a) bedoel, wat nog nie drie maande diens voltooi het nie. 'n Werknemer aan wie sodanige oorpakke hierkragtens uitgereik is, moet sodanige 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 en die reg aan 'n werknemer kan intrek om sulke oorpakke weg van die bedryfsinrigting af te neem waar sy werk: Voorts met dien verstande dat niks in hierdie subklousule so uitgelê mag word nie dat dit die verpligtings verminder wat op enige werkgewer gelê word met betrekking tot beskermende klere en toestelle soos bepaal in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of die regulasies ingevolge daardie Wet gepubliseer.

(2) 'n Werkgewer moet aan alle manlike werknemers dié beskermende kledingstukke uitreik wat nodig mag wees vir die beroep waarin so 'n manlike werknemer in diens is, onderworpe aan die Raad se goedkeuring van die aard van sodanige beskermende klere.

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

KLOUSULE 31.—STABILISASIEVERSEKERINGSFONDS

(1) Hierby word 'n Stabilisasieversekeringsfonds voortgesit, in hierdie klousule die "Fonds" genoem, 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 voorkeureis 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 Bystandsvereniging van die Klerasiemyerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiemyerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiemyerheid (Transvaal) en die Voorsorgfonds van die Klerasiemyerheid (Transvaal), by sessie aan die Fonds van enige eis wat die Mediese Bystandsvereniging van die Klerasiemyerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiemyerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiemyerheid (Transvaal) en/of die Voorsorgfonds van die Klerasiemyerheid (Transvaal), teen die insolvente boedel van enige werkgewer mag hê ten opsigte van voorkeurbidraes verskuldig ingevolge 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 25 sent per werknemer per week bydra en dié bedrag binne sewe dae na die einde van die week waarin die bydraes verskuldig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

(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 subclause (3), less the amounts paid out by the Fund in terms of subclauses (5) and (6), plus the amount referred to in subclause (7).

(5) (a) In the month of December of each year the Fund shall pay to—

(i) an employee who has ceded his claim to the Fund in terms of subclause (1) (a) an amount equal to such claim;

(ii) the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), 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 subclause (1) (b) of this clause;

(b) The total amount as paid out in terms of paragraph (a) 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 the number of employees listed, exceeds R15 per employee, such employer shall be refunded such excess amount and such excess amount refunded 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 employer's ledger sheet pro rata to the amount standing to the credit of each remaining employer as at 31 December of the calendar year preceding the year in which such amounts were paid.

(b) Where claims are made against the insolvent estate of any employer in respect of claims ceded to the Fund in terms of subclause (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 subclause (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 subclause (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 Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), 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 Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), 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 Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal) or the Provident Fund for the Clothing Industry (Transvaal).

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

(b) 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 1 January to 31 December of each year, to the Council.

(c) 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 31 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.

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

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

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

(ii) aan die Mediese Bystandvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal) die Voorsorgfonds van die Klerasiennywerheid (Transvaal) en die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal), 'n bedrag gelyk aan die bedrag van die eis wat aan die Fonds ingevolge subklousule (1) (b) van hierdie klousule gesedeer is.

(b) Die totale bedrag ingevolge paragraaf (a) hierbo uitbetaal, moet gedebiteer word pro rata volgens die bedrag wat op elke grootboekvel van elke werkgewer ingeskrif 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 krediet van daardie werkgewer op 1 Januarie daardie jaar, indien gedeel deur die getal werknemers op sy lys, R15 per werknemer te bowe gaan, moet dié oorbedrag aan die werkgewer terugbetaal word en moet dié oorbedrag wat terugbetaal is, teen die werkgewer se grootboekrekening gedebiteer word.

(7) (a) Die totale bedrag betaal ten opsigte van 'n eis deur die Fonds gedurende 'n bepaalde kalenderjaar teen 'n insolvente boedel van 'n werkgewer ingestel, moet in elke oorblywende werkgewer se grootboekrekening gekrediteer word, pro rata volgens die bedrag in die krediet van elke oorblywende werkgewer op 31 Desember van die kalenderjaar wat die jaar voorafgaan waarin sodanige bedrag betaal is.

(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 krediet 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 meer is as die totale bedrag van die eise wat aan die Fonds gesedeer is, die saldo of deel van die saldo in die insolvente boedel van sodanige werkgewer gestort moet word.

(8) Wanneer 'n werkgewer werksaamhede as 'n kleriefabrikant staak of by vrystelling, verleen ingevolge subklousule (9), is 'n werkgewer geregtig op 'n terugbetaling van die bedrag in sy krediet, min alle bedrae verskuldig as lone of vakansiebesoldiging aan enigen van sy werknemers, die Mediese Bystandvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Voorsorgfonds van die Klerasiennywerheid (Transvaal) of die Nywerheidsraad vir die Klerasiennywerheid (Transvaal).

(9) 'n Werkgewer wat 'n waarborg gee by wyse van 'n bankierswaarborg of ander waarborg wat vir die Raad aanvaarbaar is, wat in die geval van insolvensie van sy firma alle laste dek aan sy werknemers ten opsigte van lone en vakansiebesoldiging van hoogstens R600 aan elke werknemer, die Mediese Bystandvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal) en die Voorsorgfonds van die Klerasiennywerheid (Transvaal) op voorwaarde dat sodanige waarborg nie enige laste hoef te dek wat meer as 12 maande voor die finale likwidasië van sy firma aangegaan is nie, word van hierdie klousule vrygestel en in dié geval is hierdie klousule nie van toepassing nie ten opsigte van regte of voorregte verleen aan die werknemers van dié werkgewer of ten opsigte van die Mediese Bystandvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptebesoldigingsfonds van die Klerasiennywerheid (Transvaal) of die Voorsorgfonds van die Klerasiennywerheid (Transvaal).

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

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

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

(d) 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 authorised 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 No. 2 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) (a) 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 against the Fund including the administration and liquidation expenses 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.

(b) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause the Fund shall continue to be administered by the Executive Committee until it be either liquidated or transferred by the Council to another fund in terms of subclause (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 expiration 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 forth in paragraph (a) of this subclause and in subclause (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 (TRANSSVAAL)

(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 subclause (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 6c 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.

(d) Alle geld deur die Sekretaris van die Raad ontvang, moet binne sewe dae na ontvangs gestort word in 'n spaarbankrekening deur die Uitvoerende Komitee van die Raad aangewys. Opvragings uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad daartoe gemagtig word. Alle geld wat nodig is om die verpligtinge van die Fonds na te kom, moet uit die spaarbankrekening getrek en in rekening No. 2 van die Raad gestort word en alle verpligtinge van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

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

(12) (a) Ondanks andersluidende bepalings in hierdie Ooreenkoms, ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan ontbind word, hou bydraes tot die Fonds op met ingang van die dag wat volg op die datum van sodanige ontbinding van die Raad en die Fonds moet dan gelikwider 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 ontstaan as gevolg waarvan die komitee nie in staat is om die likwidasië van die Fonds uit te voer nie, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en beskik dié komitee vir dié doel oor al die bevoegdhede van die komitee. Die bates van die Fonds moet ná betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, aan die werkgevers wat tot die Fonds bygedra het, betaal word pro rata volgens die bedrag in die krediet van elke werkgever soos dit bestaan het op die datum waarop die werkgever laas 'n bydrae betaal het.

(b) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Fonds steeds deur die Uitvoerende Komitee geadminestreer word totdat dit of gelikwider of oorgedra 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, binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan word nie, of die Fonds nie soos voornoem binne sodanige tydperk oorgedra word nie, die Fonds deur die Raad gelikwider moet word op die wyse in paragraaf (a) van hierdie subklousule en in subklousule (13) uiteengesit.

(13) Alle likwidasiëkoste is 'n las teen die Fonds en moet toegewys word pro rata volgens die bedrag wat in die krediet van elke werkgever staan op die datum waarop die werkgever sy laaste bydrae betaal het.

KLOUSULE 32.—OPLEIDINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSSVAAL)

(1) Hierby word 'n Fonds voortgesit wat bekend staan as die Opleidingsfonds van die Klerasienywerheid (Transvaal), hierna die "Opleidingsfonds" genoem, met 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/of werknemers wat alreeds in die Klerasienywerheid in diens is en/of ander personeel en met die doel om geskikte persone vir indiensneming in die Klerasienywerheid te werf en/of om navorsing te doen.

(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/of skenkings en/of geld ontvang van donateurs of enige ander bron;
- (d) geld betaal vir die bywoning van opleidings- of ontwikkelingskursusse.

(3) (a) Elke werkgever moet, op die betaaldag van elke week en met ingang van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, 6c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek moet word van die loon van 'n werknemer wat minder as 20 uur gewerk het gedurende die week waarin die bedrag afgetrek moet word nie.

(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' organisation 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 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) 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 moneys 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 authorised 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 31 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 expiration 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 expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated in the manner set out in subclause (10).

(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 subclause or the trustee or trustees appointed by the Industrial Registrar as the case may be, in the manner set out in subclause (10): Provided that if upon such expiration

(b) Die werkgewer moet die totale bedrae wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, saam met 'n staat in die vorm van Aanhangsel B, binne sewe dae na 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 geadminestreer 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 van die Klerasiennywerheid (Tvl.)" en ook die bevoegdheid om—

(a) 'n hoof en dié ander personelelede aan te stel, wat nodig is vir die suksesvolle bestuur van 'n opleidingskollege;

(b) in oorlegpleging met en op 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 is 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 saak 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 saak wat na die mening van die Bestuursraad noodsaaklik is vir die suksesvolle bestuur van die opleidingskollege en/of die werwing van werknemers en/of ander personeel vir die Klerasiennywerheid in Transvaal en die onderneming van navorsing;

(f) sodanige ander persone as wat hy raadsaam ag, in 'n raadgewende hoedanigheid te koöpteer.

(6) Alle geld wat deur die Sekretaris van die Raad namens die Opleidingsfonds ontvang word, moet in 'n bankrekening gestort word. 'n Amptelike kwitansie moet, wanneer by wet vereis, uitgereik word ten opsigte van alle geld wat deur die Opleidingsfonds ontvang word en opvragings uit die Fonds moet 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 nodig is om lopende uitgawes mee te dek nie, moet deur die Bestuursraad belê word ingevolge 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 op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet 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 geadminestreer word deur die Bestuursraad totdat dit of gelikwider of oorgedra 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 ingestel is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, binne een jaar na verstryking van hierdie Ooreenkoms aangegaan word, of die Fonds nie, soos voornoem, binne die tydperk oorgedra word nie, die Fonds gelikwider moet word op die wyse in subklousule (10) uiteengesit.

(9) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Fonds geadminestreer word deur 'n komitee bestaande uit vier verteenwoordigers van die Transvaal Clothing Manufacturers' Association deur dié organisasie benoem en vier verteenwoordigers van die Garment Workers' Union of South Africa deur dié 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 ontstaan wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige komitee uit te voer, en sodanige trustee of trustees beskik vir dié doel oor al die bevoegdhede van die komitee. Ingeval hierdie Ooreenkoms na die ontbinding van die Raad verstryk, moet die Opleidingsfonds gelikwider word deur die komitee wat ingevolge hierdie subklousule aangestel is of die trustee of trustees wat deur die Nywerheidsregistrator aangestel is, na gelang van die geval, op die wyse in subklousule (10) uiteengesit: Met dien verstande dat indien die

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 subclauses (8) and (9) 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 19th day of June 1974.

M. FESTENSTEIN, Chairman.

N. LAZARUS, Vice-Chairman.

J. H. THOMAS, Secretary.

sake van die Raad by sodanige verstryking alreeds gelikwedeer en sy bates verdeel is, die saldo van die Opleidingsfonds se bates ooreenkomstig artikel 34 (4) van die Wet verdeel moet word asof dit deel van die algemene fondse van die Raad uitmaak.

(10) By likwidasië van die Fonds kragtens subklousules (8) en (9) van hierdie klousule of om enige ander rede, moet die geld wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word, mits die fondse van die Opleidingsfonds nie na 'n ander liggaam oorgedra is nie.

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

Namens die partye op hede die 19de dag van Junie 1974 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

N. LAZARUS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

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 employee's Doctor's card.

Prescribed wage means the wage due in terms of clause 4 (1) read with clause 4 (2) of the Agreement.

Signature of employee.....

AANHANGSEL A

Familienaam	Voornaam	Gereg. No.
-------------	----------	------------

Adres..... Nuwe adres.....

ONDERVINDINGSTAAT

Op.....19.....:jaar.....maande by die volgende fabriek:

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 die vorm in Aanhangsel D. 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 (2), van die Ooreenkoms.

Handtekening van werknemer.....

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, Johannesburg.

Phones: 23-8321/2/3/4/5

P.O. Box 5101

Johannesburg.

(WEEKLY RETURN)

This form must be completed and returned within seven days of the month in which the deductions fell due

NAME OF FACTORY.....

ADDRESS.....

CONTRIBUTION FOR THE MONTH OF..... 19.....

SICK PAY FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

	R	c	R	c
Number of deductions made during the month—				
(a) from male employees earning R21 per week or more.....				
(b) from both male and female employees earning R13,50 per week or more, but excluding (a) above.....				
(c) from both male and female employees earning less than R13,50 per week, but excluding (a) and (b) above.....				
Employer's contribution: Number of deductions made from all employees under (a) and (b) above.....				
Employer's contributions: Number of deductions made from all employees under (c) above.....				
Add underpayment on previous returns—S.P.F.....				
Add underpayment on previous returns—S.S.P.F.A.....				
Total contributions for S.P.F.....				

MEDICAL BENEFIT SOCIETY FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Number of deductions made during the month—	Rates		
from all employees earning less than R13,50 per week.....	(at 17c each)		
from all employees earning R13,50 per week or more.....	(at 18c each)		
Employer's contribution: An amount equal to the amount above.....			
Add underpayment on previous return/s.....			
Total contributions for the M.B.S.....			

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Number of deductions made during the month—	Rates		
from all employees for whom wages are prescribed in the Agreement.....	(at 4c each)		
Employer's contribution: An amount equal to the amount above.....			
Add underpayment on previous return/s.....			
Total contribution for the I.C.C.I.....			

PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Employee's contributions, as per Annexures.....			
Employer's contribution, as per Annexures.....			
Add underpayment on previous return/s.....			
Total contribution P.F. for the C.I. (Transvaal).....			

STABILISATION INSURANCE FUND (Not applicable to members of T.C.M.A.)		R	c	R	c
Number of employees.....	Rates				
Employer's contribution.....	(at 25c each)				
Add underpayment on previous return/s.....					
Total contribution for Stabilisation Fund.....					
TRAINING FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)					
Number of deductions made during the month—	Rates				
from all employees, for whom wages are prescribed in the Agreement.....	(at 6c each)				
Employer's contribution: An amount equal to the amount above.....					
Add underpayment on previous return/s.....					
Total contribution for the T.F.C.I.....					
TOTAL CONTRIBUTIONS PAYABLE TO ALL FUNDS.....					
Deduct overpayment on previous return/s: S.P.F.....					
S.S.P.F.A.....					
T.C.I.S.P.F.....					
Council.....					
P.F.....					
S.I.F.....					
T.F.....					
Total amount overpaid.....					
GRAND TOTAL.....					

Cheque/Postal order/Cash enclosed for.....
 Please note.—Post-dated cheques will not be accepted.

AANHANGSEL B
 NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)
 Garment Centre, hoek van Kerk- en Endstraat, Johannesburg

Telephone: 23-8321/2/3/4/5
 Posbus 5101
 Johannesburg.

(WEEKLIKSE OPGAWE)

Hierdie vorm moet ingevul en teruggestuur word binne sewe dae na die maand waarin die bedrae afgetrek moet word

NAAM VAN FABRIEK.....
 ADRES.....
 BYDRAES VIR DIE MAAND.....19.....

SIEKEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)		R	c	R	c
Getal bydraes gedurende die maand afgetrek—	Tarief				
(a) van manlike werknemers wat R21 per week of meer verdien.....	(teen 35c elk)				
(b) van sowel manlike as vroulike werknemers wat R13,50 per week of meer verdien, maar uitgesonderd (a) hierbo.....	(teen 25c elk)				
(c) van sowel manlike as vroulike werknemers wat minder as R13,50 per week verdien, maar uitgesonderd (a) en (b) hierbo.....	(teen 17c elk)				
Werkgewer se bydrae: Getal bydraes afgetrek van alle werknemers onder (a) en (b) hierbo.....	(teen 12c elk)				
Werkgewer se bydrae: Getal bydraes afgetrek van alle werknemers onder (c) hierbo....	(teen 11c elk)				
Voeg by tekortbetaling op vorige opgawe/s—S.B.F.....					
Voeg by tekortbetaling op vorige opgawe/s—S.S.B.F.R.....					
Totale bydrae vir S.B.F.....					

MEDIËSE BYSTANDSVERENIGING VAN DIE KLERASIENYWERHEID (TRANSVAAL)

	R	c	R	c
Getal bydraes gedurende die maand afgetrek—				
van alle werknemers wat minder as R13,50 per week verdien.....				
van alle werknemers wat R13,50 per week of meer verdien.....				
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....				
Voeg by tekortbetaling op vorige opgawe/s.....				
Totale bydrae vir M.B.V.....				

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Getal bydraes gedurende die maand afgetrek—	Tarief		
van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is.....	(teen 4c elk)		
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....			
Voeg by tekortbetaling op vorige opgawe/s.....			
Totale bydrae vir N.R.K.N.....			

VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Werknemers se bydraes, soos per Aanhangsels.....		
Werkgewer se bydrae, soos per Aanhangsels.....		
Voeg by tekortbetaling op vorige opgawe/s.....		
Totale bydrae vir V.F.K.N. (Transvaal).....		

STABILISASIEVERSEKERINGSFONDS (Nie van toepassing nie op lede van die T.E.M.A.)

Getal werknemers.....	Tarief		
Werkgewer se bydrae.....	(teen 25c elk)		
Voeg by tekortbetaling op vorige opgawe/s.....			
Total bydrae vir Stabilisasiefonds.....			

OPLEIDINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Getal bedrae gedurende die maand afgetrek—	Tarief		
van alle werknemers vir wie lone in die Ooreenkoms voorgeskryf word.....	(Teen 6c elk)		
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....			
Voeg by tekortbetaling op vorige opgawe/s.....			
Totale bydrae vir O.F.K.N.....			

TOTALE BYDRAES BETAALBAAR AAN ALLE FONDSE.....

Trek af oorbetalings op vorige opgawe/s: S.B.F.....		
S.S.B.F.R.....		
M.B.V.....		
S.K.T.....		
Raad.....		
V.F.....		
S.V.F.....		
O.F.....		
Totale bedrag oorbetaal.....		

GROOTTOTAAL.....

Tjek/Posorder/Kontant ingesluit vir.....
 Let wel.—Vooruitgedaarde tjeks sal nie aangeneem word nie.

No. 4450	33
----------	----

33

PROVIDENT FUND'S OFFICE USE ONLY

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		

Members' contributions.....	R.....
Employers' contributions.....	R.....
Total.....	R.....

Receipt No. R.
Date R.

Months.....

[illegible]

Garment Centre, hoek van Kerk- en Endstraat, Posbus 5101, Johannesburg. Telefoon: 23-8321/2/3/4/5

VOORSORGFONDS VAN DIE
KLERASIENYWERHEID (TVL)

BYDRAELYS

Fabriek.....

Maand.....

Nagegaan vir kwitering.....			
Kwitering.....			
Statistieke.....			
Nagaan van voorsorgeregister.....			
Byvoegings.....			
Weglatings.....			
Voorberei vir pos.....			
Pos.....			
Liassering.....			
Voor liassering, gaan eers na of			
lys deur alle afdelings was			

SLEGS VIR GEBRUIK DEUR VOORSORGFONDS-
KANTOOR

Lede se bydraes.....	R.....
Werkgewers se bydraes.....	R.....
Totaal.....	R.....

Kwitansienommer..... R.....
Datum..... R.....

[illegible]

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSCAAL)

Phones: 23-8321/2/3/4/5
P.O. Box 5101
Johannesburg

Garment Centre
cor. of Kerk and 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 D

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSCAAL)

Telefoon: 23-8321/2/3/4/5
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 dienskaart na en stuur hulle aan my terug.

Fabriek..... Datum.....

Besonderhede met betrekking tot ingeslote dienskaart

Naam	Dienskaartno.	Klokkaartno.	Datum van indiensneming	Loon by indiensneming	Beroeps-kategorie
.....					
.....					
.....					
.....					
.....					
.....					
.....					

Hierdie vorm moet saam met die betrokke dienskaart of -kaarte, binne drie dae na bevestiging van die indiensneming van elke nuwe werknemer ingestuur word.

APPLICATION FOR BENEFITS

Garment Centre
cor. of Kerk and End Streets
Johannesburg

NAME OF FACTORY..... ADDRESS.....

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

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.

Sheet No.....

Date received.....

Date completed.....

No. of employees.....

No. of days.....

Amount paid..... R.....c

[illegible]

Posbus 5101
Telefoon 23-8321

AANHANGSEL E
SLAPTEBESOLDIGINGSFONDS VAN DIE TRANSVAALSE KLERASIENYWERHEID
AANSOEKE OM VOORDELE

Garment Centre,
hoek van Kerk- en Endstraat
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.

Slegs vir kantoorgebruik

Datum
Moet deur fabriek ingevul word.

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.

Handtekening van fabrieksverteenvoordiger

Slegs vir kantoorgebruik

Velno.....

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 (totaal)		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	Nage- gaan deur	Tjek- no.	Hierby sertifiseer ek dat ek op genoemde dae korttyd gewerk het en dat ek geen siektebesoldiging t.o.v. daardie dae getrek het nie	Datum van betaling	Betaal deur
	Voor- letters	Familienaam		1ste dag	2de dag	3de adg	4de dag	5de dag	R	c			R	c		R	c						
1.....																							
2.....																							
3.....																							
4.....																							
5.....																							
6.....																							
7.....																							
8.....																							
9.....																							
10.....																							
11.....																							
12.....																							
13.....																							
14.....																							
15.....																							
16.....																							
17.....																							
18.....																							
19.....																							
20.....																							
21.....																							
22.....																							
23.....																							
24.....																							
25.....																							

No. R. 1851

18 October 1974

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. 1850 of 18 October 1974 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

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

M. VILJOEN, Minister of Labour.

No. R. 1852

18 October 1974

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—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 which appear in the Schedule hereto and which relates to the Clothing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, upon the employer's organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 4 and 5, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, 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 the Transvaal;

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 4 and 5, 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 Province of the Transvaal and with effect from the second Monday after the date of publication

No. R. 1851

18 Oktober 1974

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 Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing R. 1850 van 18 Oktober 1974 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

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

M. VILJOEN, Minister van Arbeid.

No. R. 1852

18 Oktober 1974

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL.— BUTEWERKOOOREENKOMS

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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigen 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 klousules 3, 4 en 5 van genoemde Ooreenkoms met ingang van die tweede Maandag na

of this notice and for the period ending 30 June 1977, the provisions of clauses 3, 4 and 5 of the said Agreement shall be binding upon the principals and contractors as defined in clause 3 of the Agreement.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

OUTWORK 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 referred to as the "employers" or "employers organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

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

1. SCOPE OF APPLICATION OF THE AGREEMENT

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employer's organisation 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. 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 30 June 1977, or such period or periods as may be determined by him.

3. DEFINITIONS

Any terms in this Agreement which are defined in the Industrial Conciliation Act, 1956, or in the Agreement of the Council, published in terms of that Act, which prescribes wages for employees in the Industry (hereinafter referred to as the Main Agreement), shall have the same meaning as in that Act or that Agreement.

A reference to an act shall include any amendment of such act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

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

"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 the order of any department of state, or provincial administration, the South African Railways and Harbours administration or local authorities, but excluding bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

"contractor" means any person, other than an employer in the Clothing Industry, who accepts work in connection with the making-up of a garment, in whole or in part on contract rates;

"cutting" means the cutting out of a garment or the component parts of a garment by hand or machine from one or more layers of material and includes laying up and/or marking-in;

"garment" means any garment or article of wearing apparel covered by the definition of "Clothing Industry" as defined in this Agreement, and includes a portion of a garment or article of wearing apparel;

"machining" means any machine sewing in connection with the making of a garment, excluding any of the machining operations specifically provided for in clause 4 (3) of this Agreement;

"needlework" means any work done by hand with a needle and thread, excluding any needlework operations specifically provided for in clause 4 (3) of this Agreement;

"nipping and cleaning" means any of the duties performed by a general worker as defined in the Main Agreement excluding operations referred to under clause 4 (2) (iv) of this Agreement;

"pressing" means any pressing of a garment other than pressing incidental to further machining;

"principal" means any person who gives out work in connection with the making of a garment, in whole or in part, on contract rates,

die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, in die provinsie Transvaal bindend is vir die prinsipale en aannemers soos omskryf in klousule 3 van die Ooreenkoms.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

BUITEWERKOORENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OORENKOMS

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. GELDIGHEDSDUUR VAN OORENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid bepaal, en bly van krag tot 30 Junie 1977 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoening, 1956, of in die Ooreenkoms van die Raad gepubliseer ingevolge daardie Wet wat lone vir werknemers in die Nywerheid voorskryf (hierna die hoofooreenkoms genoem) omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms.

Waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "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 van enige staatsdepartement of provinsiale administrasie, die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede, maar omvat nie kleremakery-op-maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

"aannemer" enigiemand, uitgesonderd 'n werkgewer in die Klerasienywerheid, wat werk in verband met die klaarmaak van 'n kledingstuk, hetsy in sy geheel of gedeeltelik, teen kontraktariewe aanvaar;

"uitsnywerk" die uitsny met die hand of 'n masjien van 'n kledingstuk, of samestellende dele van 'n kledingstuk, uit een of meer lae materiaal, en ook die laevorming van materiaal en/of die afmerk daarvan;

"kledingstuk" enige kledingstuk of klerasie-artikel wat gedek word deur die omskrywing van "Klerasienywerheid", soos in hierdie Ooreenkoms omskryf, en omvat dit ook 'n gedeelte van 'n kledingstuk of klerasie-artikel;

"masjienwerk" alle naaimasjienwerk in verband met die maak van 'n kledingstuk, uitgesonderd dié masjienwerk waarvoor daar spesiaal voorsiening gemaak word in klousule 4 (3) van hierdie Ooreenkoms;

"naaldwerk" alle werk wat met die hand met naald en gare verrig word, uitgesonderd dié naaldwerk waarvoor daar spesiaal voorsiening gemaak word in klousule 4 (3) van hierdie Ooreenkoms;

"skoonknip- en skoonmaakwerk" alle werk verrig deur 'n algemene werker soos omskryf in die hoofooreenkoms, uitgesonderd die werksaamhede wat in klousule 4 (2) (iv) van hierdie Ooreenkoms bedoel word;

"parswerk" alle parswerk van 'n kledingstuk uitgesonderd dié parswerk wat uit verdere masjienwerk voortspruit;

"prinsipaal" enigiemand wat werk in verband met die maak van 'n kledingstuk, hetsy in sy geheel of gedeeltelik, volgens kontraktariewe uitbestede,

4. RATES OF PAYMENT

No principal shall pay to a contractor and no contractor shall accept rates lower than the following:

(1) Machining and pressing incidental to further machining but excluding the operations referred to in subclauses (2), (3) and (4) of this clause:

	Up to 30 June 1975	For period 1 July 1975 to 30 June 1976	There- after
	R	R	R
(i) <i>Bathing costumes:</i>			
(a) Bikini.....	1,30	1,35	1,40
(b) One-piece.....	1,30	1,35	1,40
(c) Two-piece.....	1,30	1,35	1,40
(ii) <i>Blazers (men's women's boys' and girls').—As prescribed for jackets, sports coats and leisure jackets (men's and boys').</i>			
<i>Additional.—Braiding, per blazer.....</i>	0,22	0,23	0,24
(iii) <i>Blouses.—As prescribed in Blouse Schedule (see Annexure A).</i>			
(iv) <i>Boiler suits:</i>			
(a) Zipped front, with two pockets, to start.....	0,94	0,97	1,00
(b) Buttoned-up front, with two pockets, to start.....	1,22	1,27	1,32
<i>Additional.—Extra pockets, per pocket..</i>	0,07	0,08	0,09
(v) <i>Boys' knickers, shorts, longs and crawlers:</i>			
(a) Knickers, lined, without belt loops, with two pockets, to start.....	0,80	0,83	0,86
(b) Knickers, lined, with belt loops, with two pockets, to start.....	0,85	0,88	0,91
(c) Jeans.....	0,65	0,67	0,70
(d) Longs, other than boxer type.....	0,85	0,90	0,95
(e) Boxer type, long or short.....	0,60	0,63	0,65
(f) Bib and brace crawlers.....	0,60	0,63	0,65
<i>Additional.—Extra pockets, per pocket</i>	0,07	0,08	0,09
(vi) <i>Brassières:</i>			
(a) Cups only, per cup.....	0,12	0,13	0,14
(b) Unpadded, short.....	0,50	0,53	0,55
(c) Unpadded, long.....	0,70	0,74	0,78
(d) Padded, short.....	0,60	0,63	0,65
(e) Padded, long.....	0,70	0,74	0,78
(f) Strapless, short, unpadded.....	0,45	0,46	0,47
(g) Strapless, long, unpadded.....	0,60	0,63	0,68
(h) Strapless, short, padded.....	0,70	0,74	0,78
(i) Strapless, long, padded.....	0,85	0,90	0,95
(vii) <i>Bridal, cocktail and evening dresses:</i>			
(a) Per bridal dress.....	28,80	30,00	31,20
(b) Per cocktail or evening dress, the rate prescribed in paragraph (xi) of this sub-clause, plus an additional 15 per cent.			
(viii) <i>Children's clothing:</i>			
Crawler suits, per suit.....	0,60	0,62	0,64
(ix) <i>Coats (women's, girls' and infants):</i>			
(a) Half coat, unlined.....	1,45	1,50	1,55
(b) Half coat, half-lined.....	2,15	2,25	2,35
(c) Half coat, fully lined.....	2,90	3,00	3,10
(d) Three-quarter coat, unlined.....	2,15	2,25	2,35
(e) Three-quarter coat, half-lined.....	2,50	2,60	2,75
(f) Three-quarter coat, fully lined.....	2,90	3,00	3,10
(g) Full length coat, unlined.....	2,65	2,77	2,90
(h) Full length coat, half-lined.....	3,05	3,17	3,30
(i) Full length coat, fully lined.....	3,60	3,75	3,90
(j) Reversible.....	4,60	4,80	5,00
(x) <i>Costumes and suits:</i>			
(a) Tailored, jacket, unlined.....	1,45	1,50	1,55
(b) Tailored jacket, half-lined.....	2,15	2,25	2,35
(c) Tailored jacket, fully lined.....	2,90	3,00	3,10
(d) Jumper top, unlined.....	1,10	1,13	1,17
(e) Jumper top, lined.....	1,30	1,35	1,40
(f) Shirt top, sleeves without cuffs....	0,95	0,98	1,00
(g) Shirt top, sleeves with cuffs.....	1,10	1,13	1,17
(h) Shirt top, lined.....	1,45	1,50	1,55
(i) Skirt, as prescribed in Skirt Schedule (see Annexure B).			

4. VERGOEDINGSTARIEWE

Geen tariewe wat laer is as die hieronder genoem, mag deur 'n prinsipaal betaal en deur 'n aannemer aanvaar word nie:

(1) Masjien- en parswerk wat uit verdere masjienwerk voortspuit, maar uitgesonderd die werksaamhede wat in subklousules (2), (3) en (4) van hierdie klousule bedoel word:

	Tot 30 Junie 1975	Vir die tydperk 1 Julie 1975 tot 30 Junie 1976	Daarna
	R	R	R
(i) <i>Baai kostuums:</i>			
(a) Bikini.....	1,30	1,35	1,40
(b) Eenstuk.....	1,30	1,35	1,40
(c) Tweestuk.....	1,30	1,35	1,40
(ii) <i>Kleurbaadjies (vir mans, vroue, seuns en meisies).—Soos voorgeskryf vir baadjies, sportbaadjies en slenterbaadjies (vir mans en seuns).</i>			
<i>Bykomend.—Galonwerk, per kleurbaadjie.....</i>	0,22	0,23	0,24
(iii) <i>Bloeses. Soos voorgeskryf in die Bloesebylae (vergelyk Aanhangsel A).</i>			
(iv) <i>Ketelpakke:</i>			
(a) Geritste voorkant, met twee sakke, om te begin.....	0,94	0,97	1,00
(b) Toegeknopte voorkant, met twee sakke, om te begin.....	1,22	1,27	1,32
<i>Bykomend.—Ekstra sakke, per sak....</i>	0,07	0,08	0,09
(v) <i>Kniebroeke, kortbroeke, langbroeke en kruippakke vir seuns:</i>			
(a) Kniebroeke, gevoer, sonder gordel-lussies, met twee sakke, om te begin....	0,80	0,83	0,86
(b) Kniebroeke, gevoer, met gordel-lussies, met twee sakke, om te begin....	0,85	0,88	0,91
(c) Kuitbroeke.....	0,65	0,67	0,70
(d) Langbroeke, uitgesonderd die boksertipe.....	0,85	0,90	0,95
(e) Boksertipe, lank of kort.....	0,60	0,63	0,65
(f) Borslappie- en kruisbandkruippakke	0,60	0,63	0,65
<i>Bykomend.—Ekstra sakke, per sak....</i>	0,07	0,08	0,09
(vi) <i>Buustelyfies:</i>			
(a) Kelk alleen, per kelk.....	0,12	0,13	0,14
(b) Onopgestop, kort.....	0,50	0,53	0,55
(c) Onopgestop, lank.....	0,70	0,74	0,78
(d) Opgestop, kort.....	0,60	0,63	0,65
(e) Opgestop, lank.....	0,70	0,74	0,78
(f) Bandloos, kort, onopgestop.....	0,45	0,46	0,47
(g) Bandloos, lank, onopgestop.....	0,60	0,63	0,68
(h) Bandloos, kort, opgestop.....	0,70	0,74	0,78
(i) Bandloos, lank, opgestop.....	0,85	0,90	0,95
(vii) <i>Bruids-, skemer- en aandrokke:</i>			
(a) Per bruidsrrok.....	28,30	30,00	31,20
(b) Per skemer- of aandrok, die tarief voorgeskryf in paragraaf (xi) van hierdie subklousule, plus 'n bykomende 15 persent.			
(viii) <i>Kinderklere:</i>			
Kruippakke, per pak.....	0,60	0,62	0,64
(ix) <i>Jasse (vir vroue, meisies en kinders):</i>			
(a) Halfjas, sonder voering.....	1,45	1,50	1,55
(b) Halfjas, met halwe voering.....	2,15	2,25	2,35
(c) Halfjas, met volle voering.....	2,90	3,00	3,10
(d) Driekwartjas, sonder voering.....	2,15	2,25	2,35
(e) Driekwartjas, met halwe voering..	2,50	2,60	2,75
(f) Driekwartjas, met volle voering....	2,90	3,00	3,10
(g) Vollengtejas, sonder voering.....	2,65	2,77	2,90
(h) Vollengtejas, met halwe voering....	3,00	3,17	3,30
(i) Vollengtejas, met volle voering....	3,60	3,75	3,90
(j) Omkeerbare.....	4,60	4,80	5,00
(x) <i>Kostuums en pakke:</i>			
(a) Snyersbaadjie, sonder voering.....	1,45	1,50	1,55
(b) Snyersbaadjie, met halwe voering..	2,15	2,25	2,35
(c) Snyersbaadjie, met volle voering..	2,90	3,00	3,10
(d) Bodeel van oorbloese, sonder voering	1,10	1,13	1,17
(e) Bodeel van oorbloese, met voering..	1,30	1,35	1,40
(f) Bodeel van hemp, moue sonder mansjette.....	0,95	0,98	1,00
(g) Bodeel van hemp, moue met mansjette.....	1,10	1,13	1,17
(h) Bodeel van hemp, met voering.....	1,45	1,50	1,55
(i) Romp, soos voorgeskryf in Rompbylae (vergelyk Aanhangsel B).			

	Up to 30 June 1975	For period 1 July 1975 to 30 June 1976	There- after		Tot 30 Junie 1975	Vir die tydperk 1 Julie 1975 tot 30 Junie 1976	Daarna
	R	R	R		R	R	R
(xi) <i>Dresses (women's, girls' and infants') excluding bridal, cocktail and evening dresses.</i> —As prescribed in Dress Schedule: Provided that where no overlocking is done the rates laid down shall be 10 per cent lower than prescribed (see Annexure C).				(xi) <i>Rokke (vir vroue, meisies en kinders), uitgesonderd bruids-, skemer- en aand-rokke.</i> —Soos voorgeskryf in Rokbylae: Met dien verstande dat waar geen omkapwerk gedoen word nie, die vereiste tariewe 10 persent laer as die voorgeskrewe tariewe is. (Vergelyk Aanhangsel C).			
(xii) <i>Dressing gowns (men's and boys'):</i>				(xii) <i>Kamerjaponne (vir mans en seuns):</i>			
(a) Men's.....	1,10	1,13	1,17	(a) Mans.....	1,10	1,13	1,17
(b) Boys'.....	0,95	0,98	1,00	(b) Seuns.....	0,95	0,98	1,00
(xiii) <i>Dressing gowns and housecoats (women's, girls' and infants'):</i>				(xiii) <i>Kamerjaponne en huisjasse (vir vroue, meisies en kinders):</i>			
(a) Dressing gown, long.....	1,35	1,43	1,50	(a) Kamerjapon, lank.....	1,35	1,43	1,50
(b) Dressing gown, three-quarter.....	1,30	1,35	1,40	(b) Kamerjapon, driekwart.....	1,30	1,35	1,40
(c) Housecoat.....	1,10	1,13	1,17	(c) Huisjas.....	1,10	1,13	1,17
<i>Additional.</i> —With lace or other trimming, add.....	0,22	0,23	0,24	<i>Bykomend.</i> —Met kant of ander sierwerk, tel by.....	0,22	0,23	0,24
(xiv) <i>Jackets, sports coats and leisure jackets (men's and boys'):</i>				(xiv) <i>Baadjies, sportbaadjies en slenterbaadjies (vir mans en seuns):</i>			
(a) Unlined, with tapes, and bridles and with up to five pockets, to start.....	2,50	2,60	2,75	(a) Sonder voering, met omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	2,50	2,60	2,75
(b) Half-lined, with tapes and bridles and with up to five pockets, to start.....	3,00	3,15	3,30	(b) Met halwe voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,00	3,15	3,30
(c) Fully-lined, with tapes and bridles and with up to five pockets, to start....	2,75	2,85	2,95	(c) Met volle voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	2,75	2,85	2,95
(d) Unlined, without tapes and bridles and with up to five pockets, to start....	1,30	1,35	1,40	(d) Sonder voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	1,30	1,35	1,40
(e) Half-lined, without tapes and bridles and with up to five.....	1,60	1,65	1,70	(e) Met halwe voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	1,60	1,65	1,70
(f) Fully-lined, without tapes and bridles and with up to five pockets, to start.....	1,45	1,50	1,55	(f) Met volle voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	1,45	1,50	1,55
(g) Collarless, all rates as above, less..	0,22	0,23	0,24	(g) Kraagloos, al die bovermelde tariewe, min.....	0,22	0,23	0,24
<i>Additional.</i> —Extra pockets, per pocket..	0,15	0,16	0,17	<i>Bykomend.</i> —Ekstra sakke, per sak....	0,15	0,16	0,17
Back and side vents, per vent.....	0,15	0,16	0,17	Slippe agter en aan die kant, per slip—	0,15	0,16	0,17
(xv) <i>Jackets (women's, girls' and infants') jeeps and toppers.</i> —As prescribed for costumes and suits.				(xv) <i>Baadjies (vir vroue, meisies en kinders), driekwartbaadjies en heupbaadjies.</i> —Soos voorgeskryf vir kostuums en pakke.			
(xvi) <i>Lumber jackets:</i>				(xvi) <i>Bosbaadjies:</i>			
(a) Leather, short.....	3,60	3,75	3,90	(a) Leer, kort.....	3,60	3,75	3,90
(b) Leather, three-quarter.....	4,30	4,50	4,70	(b) Leer, driekwart.....	4,30	4,50	4,70
(c) Other material, unlined.....	2,15	2,25	2,35	(c) Ander materiaal, sonder voering....	2,15	2,25	2,35
(d) Other material, lined.....	2,85	3,00	3,10	(d) Ander materiaal, met voering.....	2,85	3,00	3,10
(xvii) <i>Overalls (men's), including dust coats and medical coats:</i>				(xvii) <i>Oorpakke (vir mans) met inbegrip van stoffjasse en doktersjasse:</i>			
(a) Short.....	1,30	1,35	1,40	(a) Kort.....	1,30	1,35	1,40
(b) Long.....	1,35	1,40	1,50	(b) Lank.....	1,35	1,40	1,50
(xviii) <i>Overalls (women's, girls' and infants'):</i> Provided that the rates for infants' garments shall be 33½% less than the rates laid down below:				(xviii) <i>Oorpakke (vir vroue, meisies en kinders):</i> Met dien verstande dat die tariewe vir kinderklere 33½ persent minder moet wees as die tariewe hieronder neergelê:			
(a) Raglan sleeved, with yoke.....	1,45	1,50	1,55	(a) Met raglanmoue en skouerstuk....	1,45	1,50	1,55
(b) Raglan sleeved, without yoke.....	1,45	1,50	1,55	(b) Met raglanmoue, sonder skouerstuk	1,45	1,50	1,55
(c) Plain sleeved, without yoke, without pleats.....	0,95	1,00	1,05	(c) Met gewone moue, sonder skouerstuk, sonder plooi.....	0,95	1,00	1,05
(d) Plain sleeved, without yoke, with pleats.....	1,05	1,10	1,15	(d) Met gewone moue, sonder skouerstuk, met plooi.....	1,05	1,10	1,15
(e) Apron or wrap around, without sleeves.....	0,45	0,47	0,50	(e) Voorskoot- of oorslaantipe, sonder moue.....	0,45	0,47	0,50
(f) Apron or wrap around, with sleeves	0,55	0,58	0,60	(f) Voorskoot- of oorslaantipe, met moue.....	0,55	0,58	0,60
(xix) <i>Overcoats (men's and boys'):</i>				(xix) <i>Oorjasse (vir mans en seuns):</i>			
(a) Unlined, with tapes and bridles and with up to five pockets, to start.....	4,90	5,10	5,30	(a) Sonder voering, met omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	4,90	5,10	5,30
(b) Half-lined, with tapes and bridles and with up to five pockets, to start.....	6,05	6,30	6,55	(b) Met halwe voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	6,05	6,30	6,55
(c) Fully lined, with tapes and bridles and with up to five pockets, to start.....	5,45	5,70	5,90	(c) Met volle voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	5,45	5,70	5,90
(d) Unlined, without tapes and bridles and with up to five pockets, to start....	2,60	2,70	2,80	(d) Sonder voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	2,60	2,70	2,80

	Up to 30 June 1975	For period 1 July 1975 to 30 June 1976	There- after		Tot 30 Junie 1975	Vir die tydperk 1 Julie 1975 tot 30 Junie 1976	Daarna
	R	R	R		R	R	R
(e) Half-lined, without tapes and bridles and with up to five pockets, to start....	3,75	3,90	4,05	(e) Met halwe voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,75	3,90	4,05
(f) Fully-lined, without tapes and bridles and with up to five pockets, to start.....	3,15	3,30	3,45	(f) Met volle voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,15	3,30	3,45
(g) Collarless, all rates as above, less..	0,22	0,23	0,24	(g) Kraagloos, alle tariewe soos hierbo genoem, min.....	0,22	0,23	0,24
<i>Additional:</i>				<i>Bykomend:</i>			
Extra pockets, per pocket.....	0,15	0,16	0,17	Ekstra sakke, per sak.....	0,15	0,16	0,17
Back and side vents, per vent.....	0,15	0,16	0,17	Slippe agter en voor, per slip.....	0,15	0,16	0,17
(xx) <i>Pyjamas (men's and boys')</i> :				(xx) <i>Slaappakke (vir mans en seuns)</i> :			
(a) Men's jackets, without collar.....	0,85	0,90	0,95	(a) Mansbaadjie, sonder kraag.....	0,85	0,90	0,95
(b) Men's jackets, with collar.....	1,00	1,05	1,10	(b) Mansbaadjie, meg kraag.....	1,00	1,05	1,10
(c) Men's trousers, long with corded waist.....	0,50	0,52	0,55	(c) Mansbroek, lank en met 'n bindkoord.....	0,50	0,52	0,55
(d) Men's trousers, short with corded waist.....	0,45	0,47	0,50	(d) Mansbroek, kort en met 'n bindkoord.....	0,45	0,47	0,50
(e) Men's trousers, long with elasticised waist.....	0,50	0,52	0,55	(e) Mansbroek, lank en met middel van rek.....	0,50	0,52	0,55
(f) Men's trousers, short with elasticised waist.....	0,50	0,52	0,55	(f) Mansbroek, kort en met middel van rek.....	0,50	0,52	0,55
(g) Boys' jacket, without collar.....	0,50	0,52	0,55	(g) Seunsbaadjie, sonder kraag.....	0,50	0,52	0,55
(h) Boys' jacket, with collar.....	0,95	1,00	1,05	(h) Seunsbaadjie, met kraag.....	0,95	1,00	1,05
(i) Boys' trousers, long, with corded waist.....	0,45	0,47	0,50	(i) Seunsbroek, lank en met 'n bindkoord.....	0,45	0,47	0,50
(j) Boys' trousers, short, with corded waist.....	0,35	0,37	0,40	(j) Seunsbroek, kort en met 'n bindkoord.....	0,35	0,37	0,40
(k) Boys' trousers, long, with elasticised waist.....	0,45	0,47	0,50	(k) Seunsbroek, lank, met middel van rek.....	0,45	0,47	0,50
(l) Boys' trousers, short, with elasticised waist.....	0,35	0,37	0,40	(l) Seunsbroek, kort, met middel van rek.....	0,35	0,37	0,40
(xxi) <i>Pyjamas and nightgowns (women's, girls' and infants)</i> :				(xxi) <i>Slaapkler en nagrokke (vir vroue, meisies en kinders)</i> :			
(a) Winter pyjama top.....	0,85	0,90	0,95	(a) Bostuk van winterslaappak.....	0,85	0,90	0,95
(b) Winter pyjama pants.....	0,50	0,52	0,55	(b) Broek van winterslaappak.....	0,50	0,52	0,55
(c) Winter nightgown, without lace....	0,80	0,85	0,90	(c) Winternagrok, sonder kant.....	0,80	0,85	0,90
(d) Winter nightgown, with lace.....	1,00	1,05	1,10	(d) Winternagrok, met kant.....	1,00	1,05	1,10
(e) Summer pyjama top, without lace....	0,85	0,90	0,95	(e) Bostuk van somerslaappak, sonder kant.....	0,85	0,90	0,95
(f) Summer pyjama top, with lace....	1,20	1,25	1,30	(f) Bostuk van somerslaappak, met kant.....	1,20	1,25	1,30
(g) Summer pyjama pants, long.....	0,50	0,52	0,55	(g) Broek van somerslaappak, lank....	0,50	0,52	0,55
(h) Summer pyjama pants, short.....	0,35	0,37	0,40	(h) Broek van somerslaappak, kort....	0,35	0,37	0,40
(i) Summer nightgown, without lace....	0,80	0,85	0,90	(i) Somernagrok, sonder kant.....	0,80	0,85	0,90
(j) Summer nightgown, with lace.....	1,00	1,05	1,10	(j) Somernagrok, met kant.....	1,00	1,05	1,10
(xxii) <i>Shirts</i> :				(xxii) <i>Hemde</i> :			
(a) With soft collar and short sleeves..	1,00	1,05	1,10	(a) Met sagte boordjie en kort moue..	1,00	1,05	1,10
(b) With soft collar and long sleeves..	1,15	1,20	1,25	(b) Met sagte boordjie en lang moue..	1,15	1,20	1,25
(c) Without collar.....	1,30	1,35	1,40	(c) Sonder boordjie.....	1,30	1,35	1,40
<i>Additional</i> .—Loose collars, per collar	0,22	0,23	0,24	<i>Bykomend</i> .—Los boordjies, per boordjie	0,22	0,23	0,24
(xxiii) <i>Skirts</i> .—As prescribed in Skirt Schedule (see Annexure B).				(xxiii) <i>Rompe</i> .—Soos voorgeskryf in Romphyllae (vergelyk Aanhangsel B).			
(xxiv) <i>Slacks, tights and shorts (women's, girls' and infants)</i> :				(xxiv) <i>Slenterbroeke, spanbroeke en kortbroeke (vir vroue, meisies en kinders)</i> :			
(a) Slacks and tights.....	1,10	1,15	1,20	(a) Slenterbroeke en spanbroeke.....	1,10	1,15	1,20
(b) Shorts.....	0,85	0,90	0,95	(b) Kortbroeke.....	0,85	0,90	0,95
(xxv) <i>Ties, bow-ties and cravats</i> :				(xxv) <i>Dasse, strikdasse en krawatte</i> :			
(a) Tie.....	0,22	0,23	0,24	(a) Das.....	0,22	0,23	0,24
(b) Bow-tie.....	0,22	0,23	0,24	(b) Strikdas.....	0,22	0,23	0,24
(c) Cravats.....	0,22	0,23	0,24	(c) Krawat.....	0,22	0,23	0,24
(xxvi) <i>Trousers, riding breeches and shorts (men's and boys')</i> :				(xxvi) <i>Broeke, rybroeke en kortbroeke (vir mans en seuns)</i> :			
(a) Trousers, without split waistband and with up to five pockets, to start....	0,85	0,90	0,95	(a) Broeke, sonder gesplete broekband en met hoogstens vyf sakke, om te begin..	0,85	0,90	0,95
(b) Trousers, with split waistband and with up to five pockets, to start.....	1,30	1,35	1,40	(b) Broeke, met gesplete broekband en met hoogstens vyf sakke, om te begin...	1,30	1,35	1,40
(c) Shorts, boxer type, with up to two pockets, to start.....	0,60	0,63	0,65	(c) Kortbroeke, boksertipe, met hoogstens twee sakke, om te begin.....	0,60	0,63	0,65
(d) Shorts, other, with up to five pockets, to start.....	0,85	0,90	0,95	(d) Kortbroeke, ander soorte, met hoogstens vyf sakke, om te begin.....	0,85	0,90	0,95
(e) Riding breeches.....	3,60	3,75	3,90	(e) Rybroeke.....	3,60	3,75	3,90
<i>Additional:</i>				<i>Bykomend:</i>			
Extra pockets, per pocket.....	0,14	0,15	0,16	Ekstra sakke, per sak.....	0,14	0,15	0,16
Turn-ups, per turn up.....	0,07	0,08	0,09	Omslae, per omslag.....	0,07	0,08	0,09
(xxvii) <i>Underpants</i> :				(xxvii) <i>Onderbroeke</i> :			
(a) Long, with elastic top.....	0,50	0,52	0,55	(a) Lank, met middel van rek.....	0,50	0,52	0,55
(b) Long, with button top.....	0,65	0,68	0,70	(b) Lank, met middel wat toeknoop... ..	0,65	0,68	0,70
(c) Short, with elastic top.....	0,45	0,47	0,50	(c) Kort, met middel van rek.....	0,45	0,47	0,50
(d) Jockey type.....	0,45	0,47	0,50	(d) "Jockey"-tipe.....	0,45	0,47	0,50
(xxviii) <i>Underwear (panties and slips)</i> :				(xxviii) <i>Onderklere (broekies en onderrokke)</i> :			
(a) Panties, without lace trimming.....	0,35	0,37	0,40	(a) Broekies, sonder kantsierwerk.....	0,35	0,37	0,40
(b) Panties, with lace trimming.....	0,45	0,47	0,50	(b) Broekies, met kantsierwerk.....	0,45	0,47	0,50

	Up to 30 June 1975	For period 1 July 1975 to 30 June 1976	There- after
	R	R	R
(c) Half-slips, without lace trimming...	0,45	0,47	0,50
(d) Half-slips, with lace trimming....	0,60	0,63	0,65
(e) Full-length slips, without lace trim- ming.....	0,65	0,68	0,70
(f) Full-length slips with lace trimming	0,85	0,90	0,95
(g) Knee-length knickers.....	0,80	0,85	0,90
(xxix) <i>Vests:</i>			
(a) Long sleeved, without buttons....	0,35	0,37	0,40
(b) Long sleeved, with buttons.....	0,45	0,47	0,50
(c) Short sleeved, without buttons....	0,30	0,32	0,35
(d) Short sleeved, with buttons.....	0,35	0,37	0,40
(e) Sleeveless.....	0,22	0,23	0,24
(xxx) <i>Uniforms (school tunics):</i>			
(a) Box pleated, with yoke.....	1,00	1,05	1,10
(b) Dress type.....	1,30	1,35	1,40
(xxxi) <i>Miscellaneous garments:</i>			
(a) Dentist's jacket, per jacket.....	0,65	0,68	0,70
(b) Long pinafore with brace and bib, per pinafore.....	0,50	0,52	0,55
(c) Men's apron, with two tapes and bib and tapes, per apron.....	0,17	0,18	0,19
(d) Nurses' caps, per cap.....	0,10	0,11	0,12
(e) Sister's operating gowns, with sleeves, per gown.....	0,60	0,63	0,65
(f) Sisters' operating gowns, without sleeves, per gown.....	0,45	0,47	0,50
(g) Square cotton aprons with two tapes, per apron.....	0,07	0,08	0,09
(h) Theatre suits, per jacket.....	0,70	0,75	0,80
(i) Theatre suits, per trouser.....	0,65	0,68	0,70
(j) Theatre suits, per cap.....	0,07	0,08	0,09
(k) White cotton, theatre boots, per pair	0,35	0,37	0,40
(xxxii) <i>Other garments not referred to above:</i>			
(a) Females, per hour.....	1,45	1,50	1,55
(b) Males, per hour.....	2,15	2,25	2,35
(2) Percentage of the rate prescribed in subclause (1) of this clause in respect of the following operations:			
(i) Cutting, per garment.....	25%	—	—
(ii) Pressing, per garment.....	20%	—	—
(iii) Nipping and cleaning, per garment	15%	—	—
(iv) Folding and packing per garment..	15%	—	—
(3) In respect of the following opera- tions:			
	R		
(i) Belts, making by machine, per belt	0,35	0,37	0,40
(ii) Buttons, attaching by hand, per button.....	0,07	0,08	0,09
(iii) Buttons, attaching by machine, per button.....	0,03	0,03	0,03
(iv) Buttonholes, tailored, making by hand, per buttonhole.....	0,30	0,31	0,32
(v) Buttonholes, bound, making by hand, per buttonhole.....	0,22	0,23	0,24
(vi) Buttonholes, miscellaneous, making by machine, per buttonhole.....	0,07	0,08	0,09
(vii) Embroidery done by machine:			
(a) Per pocket, belt or collar.....	2,90	3,00	3,15
(b) Per bodice.....	7,20	7,50	7,80
(c) Per skirt.....	7,20	7,50	7,80
(d) Per pair of sleeves.....	7,20	7,50	7,80
(e) Any other embroidering, not referred to in (a) to (d) above, per hour.....	1,45	1,50	1,55
(viii) Embroidering done by hand or any ornamentation done by hand or machine, per hour.....	1,45	1,50	1,55
(ix) Hemming by hand, per yard....	0,45	0,47	0,50
(x) Hemming by machine, per yard....	0,07	0,08	0,09
(xi) Hooks and eyes, attaching per pair	0,07	0,08	0,09
(xii) Loops, made by hand, each....	0,15	0,16	0,17
(xiii) Loops or shanks, made by machine, per yard.....	0,07	0,08	0,09
(xiv) Loops, attaching by bartack or other machine.....	0,18	0,19	0,20
(xv) Press studs, attaching, per item..	0,03	0,03	0,03
(4) Needlework not referred to in sub- clause (3) (i) to (xv), per hour.....			
	1,20	1,25	1,30

	For 30 June 1975	Vir die tydperk 1 Julie 1975 tot 30 Junie 1976	Daarna
	R	R	R
(c) Halfonderrokke, sonder kantsierwerk	0,45	0,47	0,50
(d) Halfonderrokke, met kantsierwerk..	0,60	0,63	0,65
(e) Vollengte-onderrokke, sonder kant- sierwerk.....	0,65	0,68	0,70
(f) Vollengte-onderrokke, met kantsier- werk.....	0,85	0,90	0,95
(g) Kniebroeke.....	0,80	0,85	0,90
(xxix) <i>Onderhemde:</i>			
(a) Met lang moue, sonder knope.....	0,35	0,37	0,40
(b) Met lang moue, met knope.....	0,45	0,47	0,50
(c) Met kort moue, sonder knope.....	0,30	0,32	0,35
(d) Met kort moue, met knope.....	0,35	0,37	0,40
(e) Mouloos.....	0,22	0,23	0,24
(xxx) <i>Uniforms (skooldrag):</i>			
(a) Met platplooie, met skouerstuk....	1,00	1,05	1,10
(b) Roktipe.....	1,30	1,35	1,40
(xxxi) <i>Diverse kledingstukke:</i>			
(a) Tandartsbaadjies, per baadjie.....	0,65	0,68	0,70
(b) Lang voorskoot, met skouerband en borslap, per voorskoot.....	0,50	0,52	0,55
(c) Mansvoorskoot, met twee bande en borslap en omboersels, per voorskoot....	0,17	0,18	0,19
(d) Verpleegstersmus, per mus.....	0,10	0,11	0,12
(e) Operasiejasse vir teatersusters, met moue, per jas.....	0,60	0,63	0,65
(f) Operasiejasse vir teatersusters, sonder moue, per jas.....	0,45	0,47	0,50
(g) Vierkantige katoenvoorskote, met twee bande, per voorskoot.....	0,07	0,08	0,09
(h) Teaterpakke, per baadjie.....	0,70	0,75	0,80
(i) Teaterpakke, per broek.....	0,65	0,68	0,70
(j) Teaterpakke, per mus.....	0,07	0,08	0,09
(k) Teaterstewels van wit katoen, per paar.....	0,35	0,37	0,40
(xxxii) <i>Ander kledingstukke wat nie hier- bo gemeld word nie:</i>			
(a) Vroue, per uur.....	1,45	1,50	1,55
(b) Mans, per uur.....	2,15	2,25	2,35
(2) Persentasie van die tarief in subklou- sule (1) van hierdie klousule voorgeskryf vir die volgende werksaamhede:			
(i) Uitsny, per kledingstuk.....	25%	—	—
(ii) Pars, per kledingstuk.....	20%	—	—
(iii) Skoonknip en skoonmaak, per kle- dingstuk.....	15%	—	—
(iv) Vou en verpak, per kledingstuk..	15%	—	—
(3) Ten opsigte van die volgende werk- saamhede:			
	R		
(i) Gordels, masjienvervaardig, per gordel.....	0,35	0,37	0,40
(ii) Knope, met hand aangewerk, per knoop.....	0,07	0,08	0,09
(iii) Knope, met masjien aangewerk, per knoop.....	0,03	0,03	0,03
(iv) Snyersknoopsgate met die hand ge- maak, per knoopsgat.....	0,30	0,31	0,32
(v) Knoopsgate, omgeboor, met die hand gemaak, per knoopsgat.....	0,22	0,23	0,24
(vi) Knoopsgate, diverse, masjienv- vaardig, per knoopsgat.....	0,07	0,08	0,09
(vii) Borduurwerk met 'n masjien verrig:			
(a) Per sak, gordel of kraag.....	2,90	3,00	3,15
(b) Per bolyf.....	7,20	7,50	7,80
(c) Per romp.....	7,20	7,50	7,80
(d) Per stel moue.....	7,20	7,50	7,80
(e) Enige ander borduurwerk, nie in (a) tot (d) hierbo vermeld nie, per uur.....	1,45	1,50	1,55
(viii) Borduurwerk met die hand gedoen of ander versiersel met die hand of masjien gedoen, per uur.....	1,45	1,50	1,55
(ix) Soomwerk met die hand gedoen, per jaart.....	0,45	0,47	0,50
(x) Soomwerk met 'n masjien gedoen, per jaart.....	0,07	0,08	0,09
(xi) Hakies en ogies, aanhegting per paar	0,07	0,08	0,09
(xii) Lussies met die hand gemaak, elk..	0,15	0,16	0,17
(xiii) Lussies of stele, met 'n masjien ge- gemaak, per jaart.....	0,07	0,08	0,09
(xiv) Lussies, aangeheg met 'n knoop- aanwerk- of ander masjien.....	0,18	0,19	0,20
(xv) Aanheg van drukknoopies, per item	0,03	0,03	0,03
(4) Naaldwerk, nie in subklousule (3) (i) tot (xv) vermeld nie, per uur.....	1,20	1,25	1,30

5. RECORDS TO BE KEPT

(1) A principal shall maintain in respect of each contractor a record, in the form of Annexure D to this Agreement, reflecting the following details:

- Full name, race, sex and address of the contractor;
- date of giving work to the contractor;
- full description of the work given to the contractor and quantity given;
- the contract rate;
- date of receipt of completed work;
- full description of completed work and quantity completed;
- amount paid for completed work;
- date of payment for completed work.

(2) A contractor shall maintain in respect of each principal a record in the form of Annexure E to this Agreement reflecting the following details:

- Full name and address of the principal;
- date of receiving work from the principal;
- full description of the work received from the principal and quantity;
- the contract rate;
- date of delivery of completed work;
- full description of completed work and quantity completed;
- amount paid for completed work;
- date of payment for completed work.

(3) The records referred to in subclauses (1) and (2) above shall be retained for a period of three years after the date mentioned in subclauses (1) (b) and (2) (b) above.

6. RETURNS TO BE RENDERED

Every principal shall not later than the 15th day of each month render a return in the form of Annexure F to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, reflecting the following details:

- Full name and address of the principal;
- full name and address of the contractor;
- details of the work completed by the contractor during the preceding month;
- amount paid for work completed during the preceding month.

7. PROHIBITIONS

(a) No employer in the Industry shall require or permit any employee to perform any work or process in connection with the actual assembling, making up and/or manufacturing of a garment other than in an establishment provided, equipped, maintained and controlled by the employer.

(b) No employee employed in the Industry shall on behalf of his employer or a contractor, as defined in clause 3 of this Agreement, undertake any work or process in connection with the actual assembling, making-up and/or manufacturing of a garment other than in an establishment provided, equipped, maintained and controlled by his employer.

Signed at Johannesburg, on behalf of the parties, this 19th day of June 1974.

M. FESTENSTEIN, Chairman.

N. LAZARUS, Vice-Chairman.

J. H. THOMAS, Secretary.

ANNEXURE A
BLOUSE SCHEDULE

Per blouse	Column	With cuffed or filled sleeve	With plain sleeve long or short	Without sleeve
With body, with lace, tucks and/or pleats	A	R 1,15	R 1,10	R 0,85
	B	1,20	1,15	0,90
	C	1,25	1,20	0,95
With plain body....	A	1,00	0,85	0,60
	B	1,05	0,90	0,63
	C	1,20	0,95	0,65

The rates appearing in Column A shall be paid from the date of coming into operation of this Agreement up to 30 June 1975; the rates appearing in Column B shall be paid for the period 1 July 1975 to 30 June 1976, and thereafter the rates appearing in Column C.

5. REKORDS WAT BYGEHOUD MOET WORD

(1) 'n Prinsipaal moet 'n rekord wat die volgende besonderhede aangee, in die vorm van Aanhangsel D van hierdie Ooreenkoms, ten opsigte van elke aannemer byhou:

- Volle naam, ras, geslag en adres van die aannemer;
- datum waarop die werk aan die aannemer gegee is;
- 'n volledige beskrywing van die werk wat aan die aannemer gegee is en die hoeveelheid daarvan;
- die kontraktarief;
- datum waarop die voltooide werk ontvang is;
- volledige beskrywing van die voltooide werk en die hoeveelheid voltooi;
- bedrag wat vir die voltooide werk betaal is;
- datum waarop vir die voltooide werk betaal is.

(2) 'n Aannemer moet 'n rekord wat die volgende besonderhede aangegee, in die vorm van Aanhangsel E van hierdie Ooreenkoms, ten opsigte van elke prinsipaal byhou:

- Volle naam en adres van die prinsipaal;
- datum waarop die werk van die prinsipaal ontvang is;
- 'n volledige beskrywing van die werk wat van die prinsipaal ontvang is en die hoeveelheid daarvan;
- die kontraktarief;
- datum van aflewering van die voltooide werk;
- 'n volledige beskrywing van die voltooide werk en die hoeveelheid voltooi;
- bedrag wat vir die voltooide werk betaal is;
- datum waarop vir die voltooide werk betaal is.

(3) Die rekords wat in subklousules (1) en (2) hierbo gemeld word, moet bewaar word vir 'n tydperk van drie jaar na die datum wat in subklousules (1) (b) en (2) (b) hierbo gemeld word.

6. OPGAWES WAT VOORGELE MOET WORD

Elke prinsipaal moet voor of op die 15de dag van elke maand 'n opgawe waarin die volgende besonderhede weergegee word, in die vorm van Aanhangsel F, by die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, indien:

- Volle naam en adres van die prinsipaal;
- volle naam en adres van die aannemer;
- besonderhede van die werk wat die aannemer gedurende die vorige maand voltooi het;
- die bedrag wat betaal is vir werk wat gedurende die vorige maand voltooi is.

7. VERBODSBEPALINGS

(a) Geen werkgever in die Nywerheid mag van 'n werknemer vereis of hom toelaat om enige werk of proses in verband met die wesenlike aanmekearsit, klaarmaak en/of vervaardiging van 'n kledingstuk in 'n ander bedryfsinrigting te verrig nie as dié wat deur die werkgever verskaf, uitgerus, in stand gehou en beheer word.

(b) Geen werknemer wat in die Nywerheid werksaam is, mag namens sy werkgever of aannemer, soos in klousule 3 van hierdie Ooreenkoms omskryf, enige werk of proses in verband met die wesenlike aanmekearsit, klaarmaak en/of vervaardiging van 'n kledingstuk in 'n ander bedryfsinrigting verrig nie as dié wat deur sy werkgever verskaf, uitgerus, in stand gehou en beheer word.

Namens die partye op hede die 19de dag van Junie 1974 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

N. LAZARUS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

AANHANGSEL A
BLOESEBYLAE

Per bloese	Kolom	Mou met mansjette of met valletjies	Met gewone mou, lank of kort	Sonder mou
Met lyfie, met kant, opnaaisels en/of plooië	A	R 1,15	R 1,10	R 0,85
	B	1,20	1,15	0,90
	C	1,25	1,20	0,95
Met gewone lyfie....	A	1,00	0,85	0,60
	B	1,05	0,90	0,63
	C	1,10	0,95	0,65

Die tariewe wat in Kolom A voorkom, moet met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 Junie 1975 betaal word; die tariewe wat in Kolom B voorkom moet vir die tydperk 1 Julie 1975 tot 30 Junie 1976 betaal word en daarna die tariewe wat in Kolom C voorkom.

ANNEXURE B
SKIRT SCHEDULE

Per skirt	Column	Lined	Unlined
Pre-pleated.....	A	R	R
	B	0,80	0,60
	C	0,85	0,63
With pleats to be made.....	A	0,90	0,65
	B	0,95	0,70
	C	1,00	0,73
Fully gathered.....	A	1,05	0,75
	B	—	0,60
	C	—	0,63
Partially gathered.....	A	—	0,65
	B	—	0,50
	C	—	0,53
Flared.....	A	—	0,55
	B	0,85	0,65
	C	0,90	0,68
Straight.....	A	0,95	0,70
	B	0,80	0,60
	C	0,85	0,63
		0,90	0,65

The rates appearing in Column A shall be paid from the date of coming into operation of this Agreement up to 30 June 1975; the rates appearing in Column B shall be paid for the period 1 July 1975 to 30 June 1976, and thereafter the rates appearing in Column C.

AANHANGSEL B
ROMPBYLAE

Per romp	Kolom	Met voering	Sonder voering
Reeds geplooi.....	A	R	R
	B	0,80	0,60
	C	0,85	0,63
Met plooi wat nog gemaak moet word.....	A	0,90	0,65
	B	0,95	0,70
	C	1,00	0,73
Ten volle ingeryg.....	A	1,05	0,75
	B	—	0,60
	C	—	0,63
Gedeeltelik ingeryg.....	A	—	0,65
	B	—	0,50
	C	—	0,53
Geklok.....	A	—	0,55
	B	0,85	0,65
	C	0,90	0,68
Reguit.....	A	0,95	0,70
	B	0,80	0,60
	C	0,85	0,63
		0,90	0,65

Die tariewe wat in Kolom A voorkom, moet met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 Junie 1975 betaal word; die tariewe wat in Kolom B voorkom, moet vir die tydperk 1 Julie 1975 tot 30 Junie 1976 betaal word en daarna die tariewe wat in Kolom C voorkom.

ANNEXURE C
DRESS SCHEDULE

Per dress	Column	With sleeves						Without sleeves					
		With collar			Without collar			With collar			Without collar		
		Fully lined	Half-lined	Un-lined	Fully lined	Half lined	Un-lined	Fully lined	Half lined	Un-lined	Fully lined	Half lined	Un-lined
With straight skirt.....	A	R	R	R	R	R	R	R	R	R	R	R	R
	B	1,35	1,10	0,85	1,30	1,00	0,80	1,30	1,00	0,80	1,20	0,95	0,70
	C	1,40	1,15	0,90	1,35	1,05	0,85	1,35	1,05	0,85	1,25	1,00	0,73
With flared skirt.....	A	1,45	1,20	0,95	1,40	1,10	0,90	1,40	1,10	0,90	1,30	1,05	0,75
	B	1,60	1,30	1,10	1,50	1,20	1,00	1,50	1,20	1,00	1,45	1,15	0,95
	C	1,65	1,35	1,15	1,55	1,25	1,05	1,55	1,25	1,05	1,50	1,20	1,00
With gathered skirt.....	A	1,70	1,40	1,20	1,60	1,30	1,10	1,60	1,30	1,10	1,55	1,25	1,05
	B	1,60	1,30	1,10	1,50	1,20	1,00	1,50	1,20	1,00	1,45	1,15	0,95
	C	1,65	1,35	1,15	1,55	1,25	1,05	1,55	1,25	1,05	1,50	1,20	1,00
With pleats to be made.....	A	1,70	1,40	1,20	1,60	1,30	1,10	1,60	1,30	1,10	1,55	1,25	1,05
	B	1,50	1,20	1,00	1,45	1,15	0,95	1,45	1,15	0,95	1,35	1,15	0,85
	C	1,55	1,25	1,05	1,50	1,20	1,00	1,50	1,20	1,00	1,40	1,20	0,90
With pre-pleated skirt.....	A	1,60	1,30	1,10	1,55	1,25	1,05	1,55	1,25	1,05	1,45	1,25	0,95
	B	1,35	1,10	0,90	1,30	1,00	0,80	1,30	1,00	0,80	1,20	0,95	0,70
	C	1,40	1,15	0,95	1,35	1,05	0,85	1,35	1,05	0,85	1,25	1,00	0,73
Princess and shift.....	A	1,45	1,20	1,00	1,40	1,10	0,90	1,40	1,10	0,90	1,30	1,05	0,75
	B	Lined	Lined	Lined	Lined	Lined	Lined	Lined	Lined	Lined	Lined	Lined	Lined
	C	1,30	1,20	1,10	1,20	1,10	1,00	1,20	1,10	1,00	1,10	1,00	0,90
		1,35	1,25	1,15	1,25	1,15	1,05	1,25	1,15	1,05	1,15	1,05	0,95
		1,40	1,30	1,20	1,30	1,20	1,10	1,30	1,20	1,10	1,20	1,10	0,95

The rates appearing in Column A shall be paid from the date of coming into operation of this Agreement up to 30 June 1975; the rates appearing in Column B shall be paid for the period 1 July 1975 to 30 June 1976, and thereafter the rates appearing in Column C.

Die tariewe wat in Kolom A voorkom, moet met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 Junie 1975 betaal word; die tariewe wat in Kolom B voorkom, moet vir die tydperk 1 Julie 1975 tot 30 Junie 1976 betaal word en daarna die tariewe wat in Kolom C voorkom.

RECORD TO BE KEPT BY PRINCIPAL

[illegible]

REKORD WAT DEUR DIE PRINSIPAAL BYGEHOU MOET WORD

[illegible]

Volle naam en adres van aannemer	Besonderhede van die werk wat gedurende die laaste maand voltooi is		Bedrag betaal
	Beskrywing	Hoeveelheid	

No. R. 1892

18 October 1974

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—
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 which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 (1) and 14, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, 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 the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1977, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 (1) and 14, 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 referred to as the "employers" or the "employers organisation"), of the one part and the

Garment Workers' Union of South Africa

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

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

1. SCOPE OF APPLICATION

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

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in an Agreement of the Council published in terms of the Industrial Conciliation Act, 1956 (hereinafter referred to as the Main Agreement).

2. PERIOD OF OPERATION

(1) This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force until 30 June 1977, or for such period or periods as may be determined by him.

(2) Upon the expiration of this Agreement or any extension thereof and in the event of a subsequent agreement not being negotiated within a period of two years from the expiration of this Agreement or any extension thereof, the Fund shall be liquidated, as though the employees had left the Industry.

No. R. 1892

18 Oktober 1974

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL.—
VOORSORGFONDSOOREENKOMS

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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 (1) en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 (1) en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1977 eindig, in die provinsie Transvaal *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 Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK

(1) 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 subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone voorgeskryf is in 'n Ooreenkoms van die Raad gepubliseer ingevolge die Wet op Nywerheidsversoening, 1956 (hierna die Hofooreenkoms genoem).

2. GELDIGHEIDSDUUR

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel 48 (1) van die Wet bepaal, en bly van krag tot 30 Junie 1977 of vir dié tydperke wat hy bepaal.

(2) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, en ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan is nie, moet die Fonds gelikwdeer word asof die werknemers uit die diens van die Nywerheid getree het.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, shall have the same meanings as in that Act and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

"Clothing Industry" or "Industry" means dressmaking, the making of all classes of outer and under garments, including nightwear and all classes of men's and boy's tweed and linen hats and caps, ties, and the making of all classes of garments to the 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;

"contributor" means any employee for whom minimum wages are prescribed in the Main Agreement, 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 24 of 1956, and has been approved by the Secretary for Inland Revenue, in terms of the provisions of the Income Tax Act, Act 58 of 1962, as amended, and the Industrial Council for the Clothing Industry (Transvaal);

"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;

"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 Main Agreement, 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: Provided further that a learner in his first half-year of employment, although having less than 16 weeks', but not 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: Provided further that the trial period of an employee in terms of clause 14 (1) (e) of the Main Agreement shall be deemed to be experience only if the contract of service is confirmed;

"Fund" means the Provident Fund for the Clothing Industry (Transvaal), established in the agreement published under Government Notice 1172, dated 2 August 1957, and continued under this Agreement;

"Provident Fund for the Clothing Industry" means the Provident Fund established in 1951 by the Garment Workers' Union of South Africa and known as the Garment Workers' Union Provident Fund up to 20 October 1956;

"Secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary;

"total weekly wage" means the amount payable in money to a contributor in respect of the ordinary hours of work;

"week" means a period of five working days;

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

4. CONTINUATION OF THE FUND

(1) There is hereby continued a provident fund known as the Provident Fund for the Clothing Industry (Transvaal) the purpose of which shall be the provision of benefits to contributors as provided in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any moneys credited to individual contributors in terms of clause 12 of this Agreement;

(d) any other sums to which the Fund may become entitled or which may be donated to the Fund.

5. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in an Administrative Committee consisting of four employers' representatives and four employees' representatives appointed by the Industrial Council for the Clothing Industry (Transvaal). For each representative an alternate shall be appointed.

(b) The rules of the Fund as adopted by the Industrial Council for the Clothing Industry (Transvaal) may be amended at any time by the Administrative Committee subject to the approval of the Council and to the provisions of subclause (7).

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig is en in die Wet op Nywerheidsversoenig omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk omvat woorde wat die manlike geslag aandui, ook vroue; voorts tensy dit onbestaanbaar met die samehang is, beteken—

"Klerasiennywerheid" 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 van enige staatsdepartement, provinsiale administrasie, die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede, maar omvat nie kleremakery-op-maat en die vervaardiging van klere wat van pelssoorde en velle gemaak word nie;

"bydraer" 'n werknemer vir wie 'n minimum loon voorgeskryf word in die hoofooreenkoms met minstens ses maande ondervinding en omvat enigiemand 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 pensioen- of voorsorgfonds geregistreer deur die Registrateur van Pensioenfonde ingevolge artikel 4 van Wet 24 van 1956, en goedgekeur is deur die Sekretaris van Binnelandse Inkomste ingevolge die Inkomstebelastingwet, Wet 58 van 1962, soos gewysig, en die Nywerheidsraad vir die Klerasiennywerheid (Transvaal);

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en wat kragtens die Wet op Nywerheidsversoenig, 1956, geag word geregistreer te wees;

"Ondervinding" die totale diens tydperk of -tydperke van 'n werknemer in die Klerasiennywerheid en/of kleremakery-op-maatnywerheid en/of private kleremakery in enige hoedanigheid of hoedanighede ten opsigte waarvan lone in klousule 4 van die Hoofooreenkoms voorgeskryf word, en sodanige ondervinding word in elke dienskontrak geag aaneenlopend te wees met ingang van die tyd waarop die werknemer by sy werkgever in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in enige halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van die halfjaar gehad 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) van die Hoofooreenkoms geag word ondervinding te wees slegs indien die dienskontrak bekragtig word;

"Fonds" die Voorsorgfonds van die Klerasiennywerheid (Transvaal), ingestel by die Ooreenkoms gepubliseer by Goewermentskennisgewing 1172 van 2 Augustus 1957, en by hierdie Ooreenkoms voortgesit;

"Voorsorgfonds van die Klerasiennywerheid" die Voorsorgfonds in 1951 ingestel deur die Garment Workers' Union of South Africa en wat tot 20 Oktober 1956 as die Voorsorgfonds van die Garment Workers' Union bekendgestaan het;

"Sekretaris" die Sekretaris van die Raad, en omvat enige amptenaar wat aangestel is om die Sekretaris hulp te verleen;

"totale weekloon" die bedrag wat in geld betaalbaar is aan die bydraer ten opsigte van die gewone werkure;

"week" 'n tydperk van vyf werkdag;

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

4. VOORTSETTING VAN DIE FONDS

(1) Hierby word 'n voorsorgfonds voortgesit wat bekend staan as die Voorsorgfonds van die Klerasiennywerheid (Transvaal), met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds inbetaal is;

(b) rente op die belegging van geld van die Fonds;

(c) geld wat aan individuele bydraers kragtens klousule 12 van hierdie Ooreenkoms gekrediteer word;

(d) enige ander bedrae waarop die Fonds geregtig word of wat aan die Fonds geskenk word.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Administratiewe Komitee bestaande uit vier werkgeververtegenwoordigers en vier werknemervertegenwoordigers aangestel deur die Nywerheidsraad vir die Klerasiennywerheid (Transvaal). Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word.

(b) Die reëls van die Fonds soos aangeneem deur die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) mag, onderworpe aan die goedkeuring van die Raad en subklousule (7), te eniger tyd deur die Administratiewe Komitee gewysig word.

(2) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority vote.

(3) All expenses of administration shall be a charge on the Fund.

(4) A copy of the rules and any amendments thereof shall be available for inspection by any employer or contributor, at the office of the Secretary, during ordinary office hours. A copy of such rules and any amendments thereof shall be furnished to the Secretary for Inland Revenue and the Secretary for Labour.

(5) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 31 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) 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 authorised by the Administrative Committee.

(7) Any moneys not required to meet current payments shall be invested by the Administrative Committee in accordance with the provisions of the rules relating to investment of funds as approved by the Council and the Industrial Registrar.

6. MEMBERSHIP

The membership of the Fund shall consist of—

(1) all employees for whom minimum wages are prescribed in the Main Agreement for the Clothing Industry (Transvaal).

(2) employees in the Industry or members of the staff of the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa, or the Industrial Council for the Clothing Industry (Transvaal) who become contributors to this Fund, with the consent of their employer.

7. CONTRIBUTIONS

(1) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct the amounts from the wages of each contributor in his employ, and contribute the amounts in respect of such contributions as are set out hereunder: Provided that no deduction shall be made from the wages of a contributor who has worked for less than 20 hours in the week in which the deductions fell due:

(a) Every contributor whose weekly wage is less than R12,50 shall on each pay-day have 27c deducted from his wages;

(b) every contributor whose weekly wage is R12,50 or more shall on each pay-day have 54c deducted from his wages: Provided that any contributor may, with the consent of his employer contribute an amount in excess of that referred to above;

(c) to the aggregate amount deducted under paragraphs (a) and (b) of this subclause, every employer shall contribute an amount of 15c per contributor per week, of which amount one-third shall be paid into a "Special Long Service Bonus Fund" which shall be allocated out annually to contributors with 15 years or more service in the Industry in the Transvaal, in terms of rules passed by the Administrative Committee and approved by the Industrial Council.

The employer shall forward the total amounts deducted under paragraphs (a) and (b) together with his own contribution in terms of paragraph (c) of this subclause to the Secretary of the Council, P.O. Box 5101, Johannesburg, together with a statement in the form of Annexure B to this Agreement within seven days from the date on which the deductions were made.

(2) Should an employer fail to make the required deductions from the remuneration of his employee he shall not be entitled to recover the amount claimed from him from his employee.

8. BENEFITS

(1) (a) Benefits shall be provided to contributors as may be prescribed in the rules of the Fund.

(b) Contributors who have left the Industry may apply for a withdrawal of all accumulated benefits. Payment shall not be made to a contributor until such contributor has been out of the Industry for three months (except at the discretion of the Administrative Committee).

Applications for benefits shall be made in writing, in the form prescribed in the rules of the Fund.

(2) Twee werkgewervertrewoordigers en twee werknemervertewoordigers vorm 'n kworum en alle sake word deur 'n meerderheid van stemme beslis.

(3) Alle administrasiekoste word deur die Fonds gedra.

(4) 'n Kopie van die reëls en alle wysigings daarvan moet op die kantoor van die Sekretaris gedurende gewone kantoorure vir enige werkgewer of bydraer ter insae lê. 'n Kopie van sodanige reëls en alle wysigings daarvan moet aan die Sekretaris van Binnelandse Inkomste en die Sekretaris van Arbeid verskaf word.

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

(6) Alle geld wat die Fonds ontvang, moet in 'n bankrekening wat op naam van die Fonds geopen is, gestort word. 'n Amptelike kwitansie moet gegee word vir alle geld wat die Fonds ontvang en trekkings uit die Fonds moet per tjek wees en geteken deur persone wat van tyd tot tyd deur die Administratiewe Komitee daartoe gemagtig word.

(7) Alle geld wat nie nodig is om lopende betalings te dek nie, moet deur die Administratiewe Komitee belê word ooreenkomstig die reëls betreffende die belegging van Fondse soos deur die Raad en die Nywerheidsregistrator goedgekeur.

6. LIDMAATSKAP

Lidmaatskap van die Fonds bestaan uit—

(1) alle werknemers vir wie minimum lone in die Hoof-ooreenkoms vir die Klerasiennywerheid (Transvaal) voorgeskryf word;

(2) werknemers in die Nywerheid of lede van die personeel van die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa of van die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) wat, met die toestemming van hul werkgewer, bydraers tot die Fonds word.

7. BYDRAES

(1) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag na die inwerkingtrede van hierdie Ooreenkoms die bedrae hieronder genoem, aftrek van die loon van elke bydraer in sy diens en die bedrae ten opsigte van sodanige bydraes bydra: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n bydraer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie:

(a) Van elke bydraer wie se weekloon minder as R12,50 bedra moet op elke betaaldag 27c van sy loon afgetrek word;

(b) van elke bydraer wie se weekloon R12,50 of meer bedra moet op elke betaaldag 54c van sy loon afgetrek word: Met dien verstande dat enige bydraer, met die toestemming van sy werkgewer, 'n groter bedrag as dié hierbo genoem, kan bydra;

(c) by die totale bedrag afgetrek ingevolge paragrawe (a) en (b) van hierdie subklousule, moet elke werkgewer 'n bedrag van 15c per bydraer per week bydra, van welke bedrag een derde gestort moet word in 'n "Spesiale Langdiensbonusfonds" wat jaarliks toegeken moet word aan bydraers met 15 jaar of langer diens in die Nywerheid in Transvaal, ingevolge die reëls opgestel deur die Administratiewe Komitee en deur die Nywerheidsraad goedgekeur.

Die werkgewer moet die totaal van die bedrae wat ingevolge paragrawe (a) en (b) afgetrek is, tesame met sy eie bydrae ingevolge paragraaf (c) van hierdie subklousule en 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms binne sewe dae na die datum waarop die bedrae afgetrek is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, stuur.

(2) Indien 'n werkgewer nalaat om die vereiste bedrae van sy werknemer se besoldiging af te trek, is hy nie geregtig om die bedrag wat van hom geëis word, van sy werknemer te verhaal nie.

8. BYSTAND

(1) (a) Bystand word aan bydraers verleen soos in die reëls van die Fonds voorgeskryf.

(b) Bydraers wat die Nywerheid verlaat het, kan aansoek doen om terugbetaling van al die opgelope bystand. Betaling aan 'n bydraer word nie gedoen voordat so 'n bydraer reeds drie maande uit die Nywerheid is nie (uitgesonderd na goeddunke van die Administratiewe Komitee).

Aansoeke om bystand moet skriftelik en in die vorm voorgeskryf in die reëls van die Fonds wees.

(2) Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor shall be paid. In the event of the Fund not being advised of such beneficiary, any benefits due at the time of a contributor's death shall be paid into the estate of such deceased contributor.

The nomination of a beneficiary shall be made in the form of Annexure A.

(3) When a contributor returns to the Industry before payment has been made on an application of withdrawal, the application shall automatically lapse and contributions forthwith be resumed.

(4) Any amount held to the credit of a contributor who has not been employed in the Industry for a continuous period of three years shall be disposed of as provided in the rules.

9. AMOUNT OF BENEFITS

(1) The minimum benefits that shall be paid to a contributor on withdrawal shall be the total amount contributed by such contributor plus—

(a) if the total number of weekly contributions is 288 or more, but less than 336, 20 per cent of the amount contributed on his behalf by the employer;

(b) if the total number of his contributions is 336 or more, but is less than 384, 40 per cent of the amount contributed on his behalf of his employer;

(c) for each succeeding 48 weekly contributions an additional 20 per cent of the amount contributed on his behalf by his employer shall be added in respect of a contributor whose total number of weekly contributions is 384 or more, but is less than 480.

(d) where the total number of weekly contributions is 480 or more, 100 per cent of the amount contributed on his behalf by his employer;

or in the case of death of the contributor which shall be paid to his beneficiary, shall be the total amount contributed by such contributor plus 100 per cent of the amount contributed on his behalf by his employer.

(2) For the purpose of calculating the percentage of the employer's contributions due to contributors referred to in clause 12, "period of contribution" shall mean the total number of weeks with which such member is credited in that clause and such number of weeks shall be regarded as additional weekly contributions, but the percentage of the employer's contributions shall be calculated only on the weekly contributions actually paid after 31 December 1956.

(3) A member who re-enters the Industry after withdrawing contributions shall be deemed to be a new contributor.

10. PAYMENT OF INTEREST

In addition to the refund of a contributor's own contributions and the payment of such benefits as may have accrued to him, a contributor shall be entitled to interest, the rate of which shall be determined by the Management Committee but which shall be not less than the rate paid by the Post Office Open Savings Accounts: Provided that—

(i) no interest shall be payable to a contributor before at least one full year has expired from the date of the first contribution;

(ii) interest shall not be payable for any odd period of less than three months;

(iii) interest shall be payable on completed amounts of two rand only;

(iv) contributors shall only be paid interest on their own contributions;

(v) the interest accruing to contributors shall be credited to the contributor's accounts and paid to them together with refund of contributions and any other benefits which may be due.

11. ADDITIONAL BENEFITS

(1) The Council may from time to time, increase the benefits stated in this Agreement by declaration of a bonus in the light of improvement in the finances of the Fund through—

(a) accrual of interest;

(b) contributors leaving the Industry before qualifying for the full 100 per cent of the employers' contribution:

Provided that any such bonus shall be determined only after an investigation by a public accountant into the assets and liabilities of the Fund: Provided further that such bonus shall not be in excess of any amount recommended by such accountant. Any such bonus shall be credited to the contributor's account, and shall be payable to such contributor at the same time and in addition to the benefits prescribed in clauses 8 and 9 of this Agreement.

(2) Van elke bydraer word vereis om 'n bevoordeelde te benoem aan wie, ingeval van die dood van die bydraer, alle bystand wat aan so 'n bydraer verskuldig is, betaal moet word. Ingeval die Fonds nie in kennis gestel is wie so 'n bevoordeelde is nie, moet alle bystand wat ten tyde van die bydraer se dood verskuldig is, in die boedel van sodanige gestorwe bydraer gestort word.

Die benoeming van 'n bevoordeelde moet in die vorm van Aanhangsel A gedoen word.

(3) Wanneer 'n bydraer na die Nywerheid terugkeer voordat betaling op 'n aansoek om terugbetaling gedoen is, vervall die aansoek outomaties en word bydraes onmiddellik weer hervat.

(4) Met enige bedrag in die krediet van 'n bydraer wat nie in die Nywerheid in diens was vir 'n ononderbroke tydperk van drie jaar nie, moet gehandel word soos in die reëls bepaal.

9. BEDRAG VAN BYSTAND

(1) Die minimum bystand wat aan 'n bydraer by terugbetaling betaal moet word is die totale bedrag deur sodanige bydraer bygedra, plus—

(a) indien die getal weeklikse bydraes altesaam 288 of meer maar minder as 336 is, 20 persent van die bedrag namens hom deur die werkgewer bygedra;

(b) indien die getal van sy bydraes altesaam 336 of meer maar minder as 384 is, 40 persent van die bedrag namens hom deur sy werkgewer bygedra;

(c) vir elke daaropvolgende 48 weeklikse bydraes, moet 'n bykomende 20 persent van die bedrag namens hom deur sy werkgewer bygedra, bygevoeg word ten opsigte van 'n bydraer wie se getal weeklikse bydraes altesaam 384 of meer maar minder as 480 is;

(d) indien die getal weeklikse bydraes altesaam 480 of meer is, 100 persent van die bedrag namens hom deur sy werkgewer bygedra;

of wat in die geval van die dood van die bydraer aan sy bevoordeelde betaal sal word is die totale bedrag deur sodanige bydraer bygedra, plus 100 persent van die bedrag namens hom deur sy werkgewer bygedra.

(2) Ten einde die persentasie van die werkgewer se bydraes te bereken wat verskuldig is aan bydraers in klousule 12 bedoel, beteken "tydperk van bydraes" die totale getal weke waarmee sodanige lid in daardie klousule gekrediteer is, en sodanige getal weke word beskou as bykomende weeklikse bydraes, maar die persentasie van die werkgewer se bydraes moet slegs bereken word op die weeklikse bydraes wat werklik na 31 Desember 1956 betaal is.

(3) 'n Lid wat na die Nywerheid terugkeer nadat sy bydraes aan hom terugbetaal is, word geag 'n nuwe bydraer te wees.

10. BETALING VAN RENTE

Benewens die terugbetaling van 'n bydraer se eie bydraes en die betaling van sodanige bystand wat in sy guns opgehoop het, is 'n bydraer geregtig op rente waarvan die koers deur die Bestuurskomitee bepaal word, maar wat minstens die koers moet wees wat deur die Poskantoor se Oop Spaarrekening betaal word: Met dien verstande dat—

(i) geen rente aan 'n bydraer betaalbaar is nie voordat minstens een volle jaar verloop het na die datum van die eerste bydrae;

(ii) rente nie betaalbaar is vir 'n los tydperk van minder as drie maande nie;

(iii) rente slegs betaal word op volle bedrae van R2;

(iv) bydraers rente op slegs hul eie bydraes ontvang;

(v) die rente wat in bydraers se guns ophoop, aan bydraers se rekenings gekrediteer en aan hulle betaal word saam met die terugbetaling van bydraes en ander bystand wat verskuldig mag wees.

11. BYKOMENDE BYSTAND

(1) Die Raad kan van tyd tot tyd die bystand vermeerder wat, in hierdie Ooreenkoms vermeld is, deur 'n bonus te verklaar, gelet op die verbetering van die geldelike toestand van die Fonds as gevolg van—

(a) die ophoop van rente;

(b) bydraers wat die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgewers se bydrae in aanmerking kom:

Met dien verstande dat sodanige bonus bepaal moet word slegs na 'n ondersoek deur 'n openbare rekenmeester i.s. die bates en laste van die Fonds: Voorts met dien verstande dat sodanige bonus nie 'n bedrag te bowe mag gaan nie wat deur so 'n rekenmeester aanbeveel is. Alle sodanige bonusse moet in die krediet van die bydraers se rekening geplaas word en is gelyktydig met en benewens die bystand wat by klousules 8 en 9 van hierdie Ooreenkoms voorgeskryf is aan sodanige bydraer betaalbaar.

(2) The Council may also use moneys arising out of subclause (1) (a) and (b) of this clause to augment benefits—

- (a) to contributors who are compelled to leave the Industry permanently on account of ill health or incapacity; or
- (b) to deceased contributors by the payment of a death benefit to the estate, the beneficiary or beneficiaries, or any person defraying the funeral expenses of such deceased contributors.

12. SPECIAL PROVISIONS FOR CONTRIBUTORS OF THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY WHO WERE CONTRIBUTORS PRIOR TO 31 DECEMBER 1956

In addition to any other benefits provided for in this agreement, members who were contributors to the Provident Fund for the Clothing Industry prior to 31 December 1956, shall be entitled to the amounts credited to their individual accounts in terms of clause 12 of the agreement published under Government Notice R. 1329 of 30 July 1971.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits shall not be—

- (a) capable of being ceded, assigned, transferred, or made over in any way, either generally, or as security for any debt or obligation due by the contributor. The Fund shall be under no obligation to recognise, acknowledge, or act on any such purported cession, assignment, transfer or making over;
- (b) attached by order or process of any court;
- (c) set off against any debt due by the person entitled to such benefits, except in the case of a loan granted to a contributor from his loan account and any interest due on such loan.

14. AGENTS

The Council may appoint one or more persons as agents to assist 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.

15. TRANSFER OF FUND

Notwithstanding anything to the contrary herein contained, the Industrial Council for the Clothing Industry (Tvl) may formally dissolve the Fund as constituted and transfer to a society 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 personal credit of members of the Fund shall be transferred to their credit under the new society and the benefits due to members, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

16. DISSOLUTION OF FUND

In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiration of the period of two years referred to in clause 2 (2), then, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice of dissolution of the Council in terms of section 34 (2) of the Act and the Fund shall be liquidated *mutatis mutandis* in the manner laid down in clause 2 (2) of this Agreement: Provided that the duties in connection with such liquidation shall be performed by such other body or persons as the Industrial Registrar may appoint.

17. LIQUIDATION

Upon liquidation of the Fund in terms of clause 16 and payment of money due to members in terms of that clause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council. If 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.

18. INDEMNITY

The members of the Industrial Council or the members of the Administrative Committee shall not be held responsible for any act which may result in loss to the Fund where such act was done in good faith.

Signed at Johannesburg, on behalf of the parties, this 19th day of June 1974.

M. FESTENSTEIN, Chairman.

N. LAZARUS, Vice-Chairman.

J. H. THOMAS, Secretary.

(2) Die Raad kan ook geld wat verkry word op die wyse in subklousule (1) (a) en (b) van hierdie klousule vermeld, gebruik vir die vergroting van die bystand—

- (a) aan bydraers wat verplig is om die Nywerheid vir goed te verlaat weens swak gesondheid of ongeskiktheid; of
- (b) aan afgestorwe bydraers, deur die betaling van bystand aan die boedel, die bevoordeelde of bevoordeeldes of enigeen wat die begrafniskoste van sodanige afgestorwe bydraers betaal.

12. SPESIALE BEPALINGS VIR BYDRAERS TOT DIE VOORSORGFONDS VAN DIE KLERASIENYWERHEID WAT VOOR 31 DESEMBER 1956 BYDRAERS WAS

Benewens enige ander bystand waarvoor daar in hierdie ooreenkoms voorsiening gemaak word, sal lede wat voor 31 Desember 1956 tot die Voorsorgfonds van die Klerasienywerheid bygedra het, geregtig wees op die bedrae wat tot hulle individuele rekenings gekrediteer is ingevolge klousule 12 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 30 Julie 1971.

13. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand mag—

- (a) op generlei wyse gesedeer, afgestaan, oorgeplaas of oorgegemaak word nie, nóg in die algemeen, nóg as sekuriteit vir skuld of verpligting van die bydraer. Die Fonds is onder geen verpligting om enige sodanige beweerde sedering, afstand, oorplasing of oormaking te erken of daarvolgens op te tree nie;
- (b) nie beslag op gelê word as gevolg van 'n hofbevel nie;
- (c) nie van skuld, aangegaan deur die persoon wat op sodanige bystand geregtig is, afgetrek word nie, behalwe in die geval van 'n lening aan 'n bydraer toegestaan uit sy leningsrekening en rente op sodanige lening verskuldig.

14. AGENTE

Die Raad kan een of meer persone as agente aanstel om hulp te verleen met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om dié agente toe te laat om dié ondersoeke te doen en dié persone te ondervra wat vir hierdie doel nodig mag wees.

15. OORDRAG VAN DIE FONDS

Ondanks andersluidende bepalinge hierin vervat, kan die Nywerheidsraad vir die Klerasienywerheid (Transvaal) die Fonds formeel ontbind soos bepaal en alle fondse, bates en laste oordra na 'n vereniging met hoofsaaklik dieselfde doelstellings as dié waarvoor die Fonds in die lewe geroep is. Indien daar so besluit word, moet alle bedrae in die persoonlike krediet van lede van die Fonds oorgeplaas word in hul krediet in die nuwe vereniging en die bystand verskuldig aan lede op die datum van oorplasing mag op generlei wyse deur sodanige oorplasing verminder word nie.

16. ONTBINDING VAN FONDS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, ingeval die Raad ontbind word gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstrikking van die tydperk van twee jaar in klousule 2 (2) bedoel, moet bydraes tot die Fonds gestaak word met ingang van die datum wat volg op die datum van publikasie in die *Staatskoerant* van die kennisgewing van ontbinding van die Raad kragtens artikel 34 (2) van die Wet, en moet die Fonds *mutatis mutandis* gelikwyder word op die wyse in klousule 2 (2) van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat die pligte in verband met sodanige likwidasië verrig moet word deur dié liggaam of persone wat die Nywerheidsregistrateur benoem.

17. LIKWIDASIE

By likwidasië van die Fonds kragtens klousule 16, en die uitbetaling van geld wat aan lede kragtens daardie klousule verskuldig is, moet die geld wat in die krediet van die Fonds oorbly na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die fondse van die Raad gestort word. Indien die sake van die Raad alreeds beredder en sy bates verdeel is, moet die saldo van hierdie Fonds, soos in artikel 34 (4) van die Wet bepaal, verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

18. VRYWARING

Die lede van die Nywerheidsraad of die lede van die Administratiewe Komitee mag nie aanspreeklik gehou word vir 'n handeling wat tot 'n verlies vir die Fonds kan lei nie, waar sodanige handeling te goeder trou gedoen is.

Namens die partye op hede die 19de dag van Junie 1974 in Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

N. LAZARUS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

ANNEXURE A

PLEASE COMPLETE AND RETURN TO:

PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Service Card No.

NOMINATION OF BENEFICIARY TO RECEIVE BENEFITS

1. I, Mr/Mrs/Miss (full name in block letters)

residing at
hereby appoint as my beneficiary/ies:

Full name/s and exact relationship of beneficiary/ies	Proportion to be paid	Present address/es of beneficiary/ies
.....		
.....		
.....		

in terms of clause 8 (2) of the Agreement and the rules of the Provident Fund to receive any benefit which may accrue from the said Fund by reason of my death, and I agree that no alteration in the nomination of the beneficiary/ies shall be recognised by the Provident Fund unless notification thereof shall have been given by me in writing to the Secretary of the Council, P.O. Box 5101, Johannesburg.

2. I indemnify the Council as represented by the Administrative Committee of the said Fund against any claim made by the representatives of my deceased estate or by any person whatsoever for payment of any benefits from the said Fund: Provided that payment is made to my beneficiary/ies in terms hereof.

3. In the event of the aforesaid beneficiary or any of the beneficiaries predeceasing me then I authorise that payment be made to the representative of my estate and the Provident Fund shall thereupon be discharged completely from liability to make payment of any such benefit to such beneficiary/ies or any other person whatsoever.

Dated at this day of 19.....

SIGNATURE OF CONTRIBUTOR

AS WITNESS:

1. 2.

VUL ASSEBLIEF IN EN STUUR TERUG AAN:

AANHANGSEL A

VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Dienskaartnommer

BENOEMING VAN BEVOORDEELDE OM BYSTAND TE ONTVANG

1. Ek, mnr./mev./mej. (volle naam in blokletters)

woonagtig te
stel hierby as my bevoordeelde/s aan:

Volle naam en juiste verwantskap van bevoordeelde/s	Gedeelte betaalbaar	Huidige adres/se van bevoordeelde/s
.....		
.....		
.....		

om ingevolge klousule 8 (2) van die Ooreenkoms en die reëls van die Voorsorgfonds, bystand in ontvangs te neem wat uit genoemde Fonds as gevolg van my dood mag voortspruit, en ek is daarmee eens dat geen wysiging in die benoeming van die bevoordeelde/s deur die Voorsorgfonds erken moet word nie, tensy ek die Sekretaris van die Raad, Posbus 5101, Johannesburg, skriftelik daarvan kennis gee.

2. Ek vrywaar die Raad, soos verteenwoordig deur die Administratiewe Komitee van genoemde Fonds, teen enige eis wat deur die verteenwoordiger van my bestorwe boedel of deur enige persoon hoegenaamd ingestel mag word vir die betaling uit genoemde Fonds van enige bystand: Met dien verstande dat die uitbetaling kragtens die bepaling hiervan aan my bevoordeelde/s gedoen word.

3. Ingeval voormelde bevoordeelde of enigen van die bevoordeeldes voor my te sterwe kom, verleen ek magtiging daarvoor dat uitbetaling aan 'n verteenwoordiger van my boedel gedoen word, en die Voorsorgfonds word daarna geheel en al van die aanspreeklikheid onthef om uitbetaling van enige sodanige bystand aan sodanige bevoordeelde/s of enige persoon hoegenaamd te doen.

Gedateer te op hede dag van 19.....

HANDTEKENING VAN BYDRAER

AS GETUIES:

1. 2.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, P.O. Box 5101, Johannesburg. Phones 23-8321/2/3/4/5

CONTRIBUTION LIST

Factory.....

Month.....

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

PROVIDENT FUND'S OFFICE USE ONLY

Members' contributions.....	R.....
Employers' contributions.....	R.....
Total.....	R.....

Receipt No..... R.....
Date..... R.....

[illegible]

No. 4450 55

DIE VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TVL.)

Fabriek.....

Maand.....

Nagaan vir kwttering.....		
Kwttering.....		
Statistieke.....		
Nagaan van voorsorgeregister		
Byvoegings.....		
Weglatings.....		
Voorberei vir pos.....		
Pos.....		
Liassering.....		

Voor liassering, gaan eers na of lys deur alle afdelings was

SLEGS VIR GEBRUIK DEUR VOORSORGFONDS-
KANTOOR

Lede se bydraes	R.....
Werkgewers se bydraes	R.....
Totaal	R.....

Kwitantienummer..... R.....
Datum..... R.....

[illegible]

CONTENTS

No.	Page
Labour, Department of	
Government Notices	
R.1850. Clothing Industry, Transvaal: Main Agreement	1
R.1851. Factories, Machinery and Building Work Act, 1941	38
R.1852. Clothing Industry, Transvaal: Outwork Agreement	38
R.1892. Clothing Industry, Transvaal: Provident Fund Agreement	48

INHOUD

No.	Bladsy
Arbeid, Departement van	
Goewermentskennisgewings	
R.1850. Klerasienywerheid, Transvaal: Hoofoor-eenkoms	1
R.1851. Wet op Fabrieke, Masjinerie en Bou-werk, 1941	38
R.1852. Klerasienywerheid, Transvaal: Buitewerk-ooreenkoms	38
R.1892. Klerasienywerheid, Transvaal: Voorsorg-fondsooreenkoms	48