



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 379

18 Maart 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND.—HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat die Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 7 (3) (f), 24, 25 en 26, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 7 (3) (f), 24, 25 en 26, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms *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.

S. P. BOTHA, Minister van Arbeid.

57771—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 379

18 March 1977

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE.—MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appear in the Schedule hereto and which relate to the Clothing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, upon the employers' organisation and the trade union which entered into the 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 Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (3) (f), 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 31 October 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, the provisions of the Agreement, excluding those contained in clauses 1 (1) (a), 2, 7 (3) (f), 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.

S. P. BOTHA, Minister of Labour.

5440—1

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID,
ORANJE-VRYSTAAT EN NOORD-KAAPLAND

OOREENKOMS

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

Orange Free State and Northern Cape 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, Oranje-Vrystaat en Noord-Kaapland.

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrikte Kimberley, Parys, Kroonstad, Frankfort en Bloemfontein.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel en bly van krag tot 31 Oktober 1979, of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet 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 bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel: voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"ketelbediener" 'n werknemer wat onder toesig van 'n voorman of fabrieksbestuurder daarvoor verantwoordelik is om die waterstand en stoomdruk van 'n stoomketel in 'n bedryfsinrigting in stand te hou en wat die vuur in die ketel kan stook, hark, oprakel en uitkrap;

"nasiener, ondersoeker en/of keurder" 'n werknemer wat voltooide kledingstukke nasien en/of ondersoek vir foute of defekte;

"snyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of 'n masjien sny uit een of meer lae materiaal wat reeds gemerk is;

"skoonmaak" vlekke, merke of vreemde stowwe van materiaal en kledingstukke verwyder en/of draadjes verwyder en afknip;

"kleedkamertoetsighouer" 'n werknemer wat beheer uitoefen oor 'n kleedkamer waarin 'n werknemer hom kan verkleed of sy klere kan bêre of oor sluitkaste waarin 'n werknemer sy besittings kan bêre, en wat toesig kan hou oor die skoonmaak van kleedkamers, toilette en/of kombuispersele;

"Klerasienywerheid", sonder om die gewone betekenis van die woord enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of geregistreer moet word kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, met die doel om, ongeag die proses of metode wat daarvoor aangewend word, een of meer van die volgende klasse klerasie te maak:

(a) Boklere, onderklere of nagklere;

(b) dasse;

(c) mans- of seunshoede of -pette van tweed of linne;

maar dit sluit nie in die brei van sodanige artikel of die maak van—

(i) kledingstukke volgens die mate van individuele persone, uitgesonderd in die uitvoering van bestellings van enige Staatsdepartement, Provinsiale Administrasie plaaslike owerheid of die Suid-Afrikaanse Spoorweg- en Hawensadministrasie nie;

(ii) kledingstukke van pelse of pelsvelle nie;

(iii) vroue- of meisieshoede; en

(iv) kouse of sokkies nie;

"Raad" die Nywerheidsraad vir die Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland, soos ingevolge die Wet op Nywerheidsversoenig, Wet 28 van 1956, geregistreer;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
ORANGE FREE STATE AND NORTHERN CAPE

AGREEMENT

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

Orange Free State and Northern Cape 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 parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Kimberley, Parys, Kroonstad, Frankfort and Bloemfontein.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4.

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 operation until 31 October 1979, or for such period as may be determined by him.

3. DEFINITIONS

Any terms in this Agreement which are defined in the Act, shall have the same meaning as in that Act.

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;

"boiler attendant" means an employee who under the supervision of a foreman or factory manager is responsible for maintaining the water level and steam pressure of a boiler in an establishment and who may stoke, rake, slice and draw the fire in such boiler;

"checker, examiner and/or passer" means an employee who checks and/or examines finished garments for faults or defects;

"chopper-out" means an employee engaged in cutting out garments or portions of garments by hand or machine from one or more layers of materials that have already been marked;

"cleaning" means the removal of spots, marks or foreign matter from materials and garments and/or the removal and nipping off of threads;

"cloakroom supervisor" means an employee who is in charge of a changeroom 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 change-rooms, toilets and/or kitchen premises;

"Clothing Industry" means, without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated in establishments which are registered or liable to registration under the Factories, Machinery and Building Work Act, 1941, for the purpose of making, irrespective of the process or method used in such making, any one or more of the following classes of wearing apparel:

(a) Outer garments, underwear or nightwear;

(b) ties;

(c) men's or boys' tweed or linen hats or caps;

but does not include the knitting of any such article or the making of—

(i) garments to the measurement of individual persons, except in the execution of orders from any Government Department, Provincial Administration and Local Authority or the South African Railways and Harbours Administration;

(ii) wearing apparel from furs or pelts;

(iii) women's or girls' hats; and

(iv) stockings or socks;

"Council" means the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape, as registered in terms of the Industrial Conciliation Act, No. 28 of 1956;

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

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

"ondervinding" die totale dienstydperk of -tydperke van 'n werknemer in die Klerasiynerwerheid en/of Kleremakery-op-maatnwyerheid en/of private modemakery in enige hoedanigheid of hoedanighede: Met dien verstande dat om 'n werknemer se ondervinding te bereken, 16 weke diens in 'n halfjaar geag moet word diens te wees vir die volle halfjaar: Voorts met dien verstande dat 'n leerling in sy eerste halfjaar diens, al het hy minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van die halfjaar, geag moet word vir die volle halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van die werknemer ingevolge klousule 14 (1) (e) geag moet word ondervinding te wees slegs as die dienskontrak bekragtig is;

"fabrieksklerk" 'n werknemer wat in die produksieafdeling van die fabriek werk en gedeeltelik of uitsluitlik in diens is om rekord te hou van aanwesigheds- en/of produksiegegewens of om werk in te skryf of af te teken;

"afwerker" 'n werknemer wat kussinkies of watte in skouers van baadjies sit, moukoppe vaswerk of omkap, moukoppe van watekussinkies voorsien, sybelegsels wat reeds in posisie geryg is, plat stik, knoopsgate met die hand maak of moukopvoerings met die hand plat stik;

"passer" 'n werknemer wat die buitenste dele van kledingstukke en die uitgesnyde voerings aanmekeer ryg en die buitenste gedeelte en die voering presies opmekeer pas sodat die dele verder na die masjien kan gaan om reg aanmekeer gesit te word;

"voorman" of "voorvrou" 'n werknemer aan die hoof van die werknemers in 'n fabriek, wat beheer uitoefen oor sodanige werknemers en verantwoordelik is vir die indiensneming of diensbeëindiging van sodanige werknemers, en wat moet toesien dat hulle hul pligte doeltreffend verrig;

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

(a) Masjienbande heelmaak, masjiene olie, oliekanne vul of soortgelyke werk verrig, of 'n werktuigkundige, uitgesonderd 'n leerlingwerktuigkundige, help;

(b) motorvoertuie olie en/of smeer;

(c) gare uittrek;

(d) tolle opdraai;

(e) kledingstukke opvou;

(f) belegsels van baadjies omdraai nadat dit gestik is;

(g) die posisie van sakke, knope, knoopsgate, lussies, drukknopies, pylate, some van omslae merk en/of met seepsteentjie merk;

(h) kledingstukke in dose of ander gestikte omhulsels of in bondels verpak voordat dit na die versendingsafdeling gestuur word;

(i) die rande van krae, belegsels, stroke, mouboordjies, sakke of klappe met die hand of 'n masjien, uitgesonderd 'n kragaan-gedrewe masjien, omdraai of omkeer;

(j) hemde of ander kledingstukke vasspeld of dele van kledingstukke aanmekeer vasspeld sodat dit gestik kan word;

(k) gewone naaiwerk met die hand doen;

(l) die lapelle van baadjies of oorjasse volgens 'n patroonplaat vorm ter voorbereiding vir binnerygwerk (uitgesonderd 'n "fatsoeneerder");

(m) halse van hemde, onderklere of nagklere merk of afwerk;

(n) sorteer of draadjies afknip of vlekke of merke van materiaal of kledingstukke verwyder;

(o) kledingstukke of dele van kledingstukke sorteer;

(p) die groottes of identiteitswerknommers op kledingstukke of dele van kledingstukke stempel;

(q) briewe, boodskappe of goedere te voet of met 'n voet- of handvoertuig aflewer;

(r) tooisel (uitgesonderd stukgoedere) volgens 'n bepaalde lengte of fatsoen met die hand sny;

(s) gordels, gespes, knoop-en-stamvormpies met 'n handmasjien maak (uitgesonderd gordels met 'n naaimasjien maak);

(t) bondels opmaak;

(u) die posisie van knoopsgate, knope, sakke, klappe, ens., afmerk;

(v) rygdrade uittrek;

(w) fatsoeneer;

(x) met seepsteentjie merk;

(y) moue of broeke omkeer.

(z) draadjies afbind;

(aa) dele van onvoltooide kledingstukke pars;

(bb) tee of dergelyke drank berei;

"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 and folds and/or packs garments in readiness for despatch;

"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: 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 the 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;

"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 or checking of work in and out;

"finisher" means an employee who is engaged in putting in pads or wadding into shoulders of coats, fastening or serging sleeveheads, wadding sleeveheads, felling silk facings already basted into position, making button-holes by hand or felling sleevehead linings by hand;

"fitter-up" means an employee who tacks the outside of garments together with the cut-out linings (called trimmings) and adjusts the outside and the inside 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:

(a) Fixing machine belts, oiling machines, filling oil cans or similar work, or in assisting a mechanic other than a learner mechanic;

(b) oiling and/or greasing of motor vehicles;

(c) issuing cottons;

(d) winding bobbins;

(e) folding garments;

(f) turning coat facings out after machining;

(g) marking and/or soaping the position of pockets, buttons, buttonholes, loops, fasteners, darts, hems of turn-ups;

(h) packing garments into boxes or into other suitable wrappings or into bundles prior to their being sent to the despatch department;

(i) turning out or over the edges of collars, facings, bands, cuffs, pockets or flaps whether by hand or machine, other than a power-driven machine;

(j) pinning shirts or other garments or pinning together portions of garments in preparation for machining;

(k) plain sewing by hand;

(l) shaping by template the lapels or collars of jackets or overcoats preparatory to underbasting, other than a "shaper";

(m) marking or trimming the shape of the necks of shirts, underwear or nightwear;

(n) sorting or snipping off threads or removing spots or marks from materials or garments;

(o) sorting out garments or parts of garments;

(p) stamping the sizes or identity work numbers on garments or parts of garments;

(q) delivering letters, messages or goods, on foot or by means of a foot or hand-propelled vehicle;

(r) cutting by hand of any trimming (not being piece goods) to a given length or shape;

(s) making of belts, buckles, button and shank moulds by machines operated by hand (excluding making of belts by sewing machine);

(t) making up bundles;

(u) marking positions of button-holes, buttons, pockets, flaps, etc.;

(v) pulling of bastings;

(w) sloping;

(x) soaping;

(y) turning sleeves or trousers inside out;

(z) tying off threads;

(aa) pressing of parts of unfinished garments;

(bb) making tea or similar beverages;

(cc) knope volgens grootte of kleur sorteer;
 (dd) boodskappe of kledingstukke of dele van kledingstukke van een plek na 'n ander binne die bedryfsinrigting dra, maar nie werk onder die werknemers verdeel nie;
 "halfjaar" die sesmaandelike tydperke wat op die eerste dag van Mei en November begin;
 "uurloon" die weekloon gedeel deur die getal ure in klousule 9 van hierdie Ooreenkoms voorgeskryf;

"fynstopper" 'n werknemer wat kledingstukke of ander artikels, bestaande uit geweeftde of gebreide materiaal, met die hand of 'n masjien heelmaak of herstel deur middel van fynlaswerk, fyntrekwerk of fyn stopwerk, volgens die soort skeur of beskadiging aan die materiaal, en dit sluit in die heelmaak van sy deurbreekte drade deur te trek;
 "faktuurklerk" 'n werknemer wat 'n faktuur of 'n bestelvorm uitskryf, totale oordra en optel en daarna opsommings of ander statistiese rekords voorberei of voorraderegisters byhou;
 "gebreide kledingstukke" die vervaardiging van gebreide kledingstukke, of die vervaardiging van kledingstukke van gebreide materiale;

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

- (a) Perselle, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels skoonmaak;
- (b) goedere laai of aflaai;
- (c) goedere dra, verskuif of opstapel;
- (d) kartonne of ander houers oopmaak of toemaak of met bande vasmaak, pakkiste toespyker of bale toewerk of met bande vasmaak of, onder die toesig van 'n versendingsverpakker of -klerk, goedere in pakkies oopmaak;
- (e) vuurmaak of aan die gang hou, of afval of as verwyder;
- (f) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (g) tuinmaak, d.w.s. plant of spit, gras sny, onkruid verwyder, hark of water gee of tuingrond of materiaal meng of strooi of heinings of bome of plante snoei of regsn;

"laemaker" 'n werknemer wat materiaal in een of meer diktes of lae rangskik voordat dit gesny word;

"ongekwalifiseerde werknemer" 'n werknemer wie se dienstrydperk of -tydperke hom nie geregtig maak op die hoogste loon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word nie;

"masjienwerker" 'n werknemer wat enige werk met 'n naai-masjien verrig;

"onderhoudsassistent" 'n werknemer wat geringe herstelwerk of verstellings aan masjinerie of installasies of geringe herstelwerk of opknappings aan geboue uitvoer;

"afmerker" 'n werknemer wat die patroon op 'n laag of lae materiaal afmerk voordat dit gesny word;

"toebehoorsels afmerk" die afmerk van die posisie van sakke, knope, knoopgate, lussies, drukknopies, pylinate, some, omslae en dergelike voorbereidingswerk vir verdere werksaamhede;

"werktuigkundige" 'n werknemer wat werk doen wat gewoonlik deur 'n geskoolde ambagsman gedoen word (maar nie geringe herstelwerk of verstellings aan masjinerie of installasies of geringe herstelwerk of opknappings aan geboue nie) en vir toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag aangewys of geag aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n vaardigheidsertifikaat kragtens artikel 6 of 'n bedryfsertifikaat kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;

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

"keurder of nasiener of ondersoeker" 'n werknemer wat verantwoordelik is daarvoor om voltooide of onvoltooide kledingstukke vir foute te keur of na te sien, maar wat nie verantwoordelik is vir die finale gehaltebeheer van die kledingstuk nie;
 "patroongradeerder" 'n werknemer wat patrone van enige soort materiaal gradeer volgens grootte ooreenkomstig vereistes of instruksies wat aan hom gegee word;
 "gewone naaldwerk" die verrigting van een of meer van die volgende werksaamhede met die hand:

Permanente omslae ryg, broeksbandvoerings ryg, hakies en ogies, etikette of drukknopies aanwerk, knippe bo in broeke vasheg, knope aanwerk, hanglussies maak en vaswerk, mikvoerings in broeke plat stik, knope of broeksbandvoerings plat stik, halslyne van onderhemde plat stik, randverstywers aanheg, onderkante van voerings of hul some wat reeds in posisie geryg is, platstik, omboorsel vasstik, belegsels wat reeds in posisie geryg is, vasheg;

"parser" 'n werknemer wat voltooide kledingstukke met die hand of 'n masjien pars;

(cc) sorting buttons according to size or colour;
 (dd) carrying messages or garments or parts of garments from one place to another within an establishment, other than a person who distributes work among the employees;

"half-year" means the six-monthly periods commencing on the first day of May and November;

"hourly wages" means the weekly wage divided by the number of hours prescribed in clause 9 of this Agreement;

"invisible mender" means an employee engaged in mending or repairing a garment or other article composed of woven or knitted material, by hand or machine, using the stoating, fine drawing or reentering processes according to the kind of tear or damage to the material and includes the mending of silk by drawing through the broken threads;

"invoice clerk" means an employee who writes out an invoice from an order form, extends and casts totals and thereafter prepares summaries or other statistical records or maintains stock records;

"knitted garments" means the making of knitted garments, or the making of garments of knitted materials;

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

- (a) Cleaning premises, plant, machines, vehicles, tools, utensils or other articles;
- (b) loading or unloading goods;
- (c) carrying, moving or stacking goods;
- (d) opening or closing or strapping cartons or other containers, nailing packing cases or sewing up or strapping bales or, under the supervision of a despatch packer or clerk, parcelling goods;
- (e) making or maintaining fires, or removing refuse or ashes;
- (f) oiling or greasing vehicles, other than motor vehicles;
- (g) gardening, i.e. planting or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges or trees or plants;

"layer-up" means an employee who is engaged in the laying of material in one or more thicknesses or layers preparatory to cutting;

"unqualified employee" means an employee whose period or periods of experience does not entitle him to be paid the highest wage prescribed in clause 4 (1) for an employee of his class;

"machinist" means an employee who performs any operation by sewing machine;

"maintenance assistant" means an employee who is engaged in minor repairs or adjustments to machinery or installations or minor repairs or renovations to buildings;

"marker-in" means an employee who marks out the pattern on a layer or layers of material, preparatory to cutting out;

"marking of trimmings" means the marking of the position of pockets, buttons, button-holes, loops, fasteners, darts, hems, turn-ups and the like, preparatory to further operations;

"mechanic" 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 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 under section 6 or a trade diploma under section 7 of the Training of Artisans Act, 1951;

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

"passer or checker or examiner" means an employee who is responsible for passing or checking completed or uncompleted garments for faults but is not responsible for the final quality control of the garment;

"pattern grader" means an employee who grades patterns from any material to various sizes according to requirements or directions given to him;

"plain sewing" means the performing by hand of one or more of the following operations:

Tacking permanent turn-ups, tacking waistband linings, sewing on hooks and eyes, tickets or press studs, fastening catch in top of trousers, sewing on buttons, making and sewing on hangers, felling crutch linings in trousers, felling buttons or waistband linings, felling necks of vests, fastening edge stays, felling bottoms of linings or seams of same already basted into position, felling binding, fastening facings inside that have already been basted into position;

"presser" means an employee who is engaged in pressing finished garments by hand or machine;

"gekwalifiseerde werknemer" 'n werknemer wie se tydperk of tydperke van ondervinding hom geregtig maak op die hoogste loon wat in klousule 4 (1) vir sy klas werk voorgeskryf word;

"gehaltebeheerder" 'n werknemer wat die finale verantwoordelikheid het vir die gehalte van kledingstukke wat aan klante gestuur word;

"groepleier" of "spanleier" 'n werknemer in 'n groep of span wat algemeen verantwoordelik is vir die werk wat deur die werknemers in sodanige groep of span verrig word;

"fatsoeneerder" 'n werknemer wat met die hand ontwerpe van baadjelapelle of -krae fatsoeneer voordat dit geryg word, maar dit sluit nie regnsy met die hand in nie;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure te wyte aan bedryfslaptes, 'n tekort aan voorrade, 'n algemene onklaarraaking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"naaimasjienwerker" 'n werknemer wat moue insit en/of mans- en damesnyersbaadjies en oorjasse omstik;

"toesighouer" 'n werknemer wat onder toesig van 'n voorman of voorvrou in bevel is van 'n groep werknemers in 'n bedryfsinrigting of 'n afdeling daarvan en wat verantwoordelik daarvoor is dat hulle hul pligte doeltreffend verrig, en wat toesig mag hou oor groep- of spanleiers, maar wat nie die bevoegdheid het om werknemers in diens te neem of die ontslaan nie;

"taakwerk" 'n bepaalde getal kledingstukke of dele van kledingstukke wat 'n werknemer in opdrag van sy werkgever of sy verteenwoordigers binne 'n vasgestelde tyd moet klaarmaak;

"voeringsnyer" 'n werknemer wat voerings en tussenvoerings afmerk of sny;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik word deur 'n owerheid wat regiens gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat die onbelaste massa in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of fiets met 'n hulpenjin, geag word hoogstens 453 kg te wees;

"loon" die bedrag betaalbaar aan 'n werknemer kragtens klousule 4 (1) vir sy gewone werkeure soos voorgeskryf in klousule 9: Met dien verstande dat as 'n werkgever 'n werknemer gereeld vir sodanige gewone werkeure 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dié dié hoër bedrag beteken;

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

4. BESOLDIGING

(1) Behoudens subklousules (2), (3) en (4) van hierdie klousule, moet 'n werkgever die volgende minimum weeklikse loon aan elke werknemer in ondergenoemde klasse betaal: Met dien verstande dat 'n werknemer wat werk in meer as een klas verrig in die klas waarvoor die hoogste loon voorgeskryf word, ingedeel moet word;

(A) IN ALLE GEBIEDE

"qualified employee" means an employee whose period or periods or experience entitles him to be paid the highest wage prescribed in clause 4 (1) for an employee of his class;

"quality controller" means an employee who has ultimate responsibility for the quality of a garment sent to customers;

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

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

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"sewing machinist" means an employee engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats;

"supervisor" means an employee who, under the supervision of a foreman or forewoman, is in charge of a group of employees in an establishment or a department thereof and who is responsible for the efficient performance by them of their duties, and who may supervise set leaders or team leaders, but who shall not have the power to engage or dismiss employees;

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

"trimmer" means an employee who is engaged on marking-in or cutting linings or interlinings;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 453 kg;

"wage" means the amount payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 9: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1) it means such higher amount;

"watchman" means an employee who is engaged in guarding premises or other property.

4. REMUNERATION

(1) Subject to subclauses (2), (3) and (4) of this clause, the minimum weekly wage to be paid by an employer to each employee of the undermentioned classes shall be as set out hereunder: Provided that if an employee performs work in more than one category, he shall be classified in the grade for which the highest wage is prescribed.

	Vanaf die datum van inwerking-treding van hierdie Ooreenkoms tot 31/10/77	Vanaf 1/11/77 tot 31/10/78	Daarna
	R	R	R
(i) (a) Voorman/Voorvrou.....	75,00	80,00	85,00
(b) Toesighouer/Gehaltebeheerder—			
eerste ses maande ondervinding.....	20,00	22,50	25,00
tweede ses maande ondervinding.....	25,00	27,50	30,00
daarna.....	30,00	32,50	35,00
(c) Kleedkamertoesighouer.....	20,50	22,00	24,00
(d) Werktuigkundige.....	70,00	75,00	80,00
(e) Wag.....	22,00	23,00	24,00
(f) Arbeider.....	16,80	17,50	18,50
(g) Ketelbediener.....	18,00	19,25	20,50
(ii) Patroongradeerder:			
Eerste ses maande ondervinding.....	15,00	16,50	18,00
Tweede ses maande ondervinding.....	18,00	19,50	21,00
Derde ses maande ondervinding.....	21,00	22,50	24,00
Vierde ses maande ondervinding.....	24,00	25,50	27,50
Vyfde ses maande ondervinding.....	27,00	28,50	31,00
Sesde ses maande ondervinding.....	30,00	32,00	34,50
Sewende ses maande ondervinding.....	33,00	35,50	38,00
Agste ses maande ondervinding.....	36,50	39,00	41,50
Daarna.....	40,00	42,50	45,00
(iii) Afmerker:			
(a) Mans:			
Eerste ses maande ondervinding.....	15,00	16,50	18,00
Tweede ses maande ondervinding.....	16,50	18,00	19,50
Derde ses maande ondervinding.....	18,00	19,50	21,00

	Vanaf die datum van inwerking- treding van hierdie Ooreen- koms tot 31/10/77	Vanaf 1/11/77 tot 31/10/78	Daarna
	R	R	R
Vierde ses maande ondervinding.....	19,50	21,00	22,50
Vyfde ses maande ondervinding.....	21,00	22,50	24,00
Sesde ses maande ondervinding.....	22,50	24,00	25,50
Sewende ses maande ondervinding.....	24,00	25,50	27,00
Agtste ses maande ondervinding.....	25,50	27,00	29,00
Negende ses maande ondervinding.....	27,00	28,50	31,00
Tiende ses maande ondervinding.....	28,50	30,50	33,00
Daarna.....	30,50	32,50	35,00
(b) Vroue:			
Eerste ses maande ondervinding.....	14,00	15,50	17,00
Tweede ses maande ondervinding.....	15,50	17,00	19,00
Derde ses maande ondervinding.....	17,00	18,50	21,00
Vierde ses maande ondervinding.....	18,50	20,50	23,00
Vyfde ses maande ondervinding.....	20,50	22,50	25,00
Sesde ses maande ondervinding.....	22,50	24,50	27,00
Daarna.....	24,50	26,50	29,00
(iv) Fatsoeneerder en snyer, uitgesonderd tussenvoering- en/of voeringsnyer:			
Eerste ses maande ondervinding.....	13,00	14,00	15,00
Tweede ses maande ondervinding.....	14,00	15,50	16,50
Derde ses maande ondervinding.....	15,00	17,00	18,00
Vierde ses maande ondervinding.....	16,50	18,50	19,50
Vyfde ses maande ondervinding.....	18,00	20,00	21,00
Sesde ses maande ondervinding.....	19,50	21,50	22,50
Sewende ses maande ondervinding.....	21,00	23,00	24,00
Agtste ses maande ondervinding.....	22,50	24,50	26,00
Daarna.....	24,00	26,00	28,00
(v) Nasiener, ondersoeker en/of keurder:			
Eerste ses maande ondervinding.....	11,00	12,00	13,00
Tweede ses maande ondervinding.....	12,50	14,00	15,00
Derde ses maande ondervinding.....	14,50	16,00	17,00
Vierde ses maande ondervinding.....	16,50	18,00	19,00
Vyfde ses maande ondervinding.....	18,50	20,00	21,00
Daarna.....	20,50	22,00	24,00
(vi) (a) Faktuurklerk:			
Eerste ses maande ondervinding.....	20,00	22,50	25,00
Tweede ses maande ondervinding.....	25,00	27,50	30,00
Daarna.....	30,00	32,50	35,00
(b) Versendingsklerk en/of fabrieksklerk:			
Eerste ses maande ondervinding.....	15,00	16,50	18,00
Tweede ses maande ondervinding.....	17,00	18,50	20,50
Derde ses maande ondervinding.....	19,00	21,00	23,00
Daarna.....	21,50	23,50	25,50
(vii) Naaimasjienwerker wat moue insit en/of mans en damesnyersbaadjies en oorjasse omstik:			
Eerste ses maande ondervinding.....	12,60	13,80	15,00
Tweede ses maande ondervinding.....	14,10	15,30	17,00
Derde ses maande ondervinding.....	15,60	17,30	19,00
Vierde ses maande ondervinding.....	17,60	19,30	21,00
Vyfde ses maande ondervinding.....	19,60	21,30	23,00
Sesde ses maande ondervinding.....	21,60	23,30	25,00
Daarna.....	23,60	25,30	27,60

(B) IN DIE LANDDROSDISTRIKTE KIMBERLEY EN BLOEMFONTEIN

(i) Masjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voering en tooisel en onderhoudsassistent:			
(a) Mans:	R	R	R
Eerste ses maande ondervinding.....	12,00	13,00	14,00
Tweede ses maande ondervinding.....	13,00	14,50	15,50
Derde ses maande ondervinding.....	14,50	16,00	17,00
Vierde ses maande ondervinding.....	16,00	17,50	18,50
Vyfde ses maande ondervinding.....	17,50	19,00	20,00
Sesde ses maande ondervinding.....	19,00	20,50	21,50
Sewende ses maande ondervinding.....	20,50	22,00	23,00
Agtste ses maande ondervinding.....	22,00	23,50	24,50
Daarna.....	23,50	25,00	26,50
Groep- en/of spanleier.....	24,00	25,50	27,00
(b) Vroue:			
Eerste ses maande ondervinding.....	11,00	12,00	13,00
Tweede ses maande ondervinding.....	12,50	13,50	14,50
Derde ses maande ondervinding.....	14,00	15,00	16,00
Vierde ses maande ondervinding.....	15,50	16,50	18,00
Vyfde ses maande ondervinding.....	17,00	18,00	20,00
Sesde ses maande ondervinding.....	18,50	20,00	22,00
Daarna.....	20,50	22,00	24,00
Groep- en/of spanleier.....	21,00	22,50	24,50
(ii) Algemene werker:			
Eerste ses maande ondervinding.....	11,00	12,00	13,00
Tweede ses maande ondervinding.....	13,00	14,00	15,00
Daarna.....	15,00	16,25	17,50

	Vanaf die datum van inwerking- treding van hierdie Ooreen- koms tot 31/10/77	Vanaf 1/11/77 tot 31/10/78	Daarna
	R	R	R
(iii) Versendingsverpakker:			
Eerste ses maande ondervinding.....	12,50	13,75	15,00
Tweede ses maande ondervinding.....	13,50	14,75	16,00
Derde ses maande ondervinding.....	14,50	15,75	17,00
Daarna.....	16,00	17,25	18,50
(iv) Drywer van 'n motorvoertuig, waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(a) hoogstens 2 722 kg is.....	25,00	27,50	30,00
(b) meer as 2 722 kg is.....	30,00	32,50	35,00
(v) Laemaker:			
Eerste ses maande ondervinding.....	11,75	12,75	13,75
Tweede ses maande ondervinding.....	13,75	14,75	15,75
Daarna.....	15,75	17,00	18,25

(C) IN DIE LANDDROSDISTRIK KROONSTAD

(i) Masjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voering en tooisel en onderhoudsassistent:			
(a) Mans:	R	R	R
Eerste ses maande ondervinding.....	11,00	12,00	13,00
Tweede ses maande ondervinding.....	12,00	13,00	14,00
Derde ses maande ondervinding.....	13,00	14,00	15,00
Vierde ses maande ondervinding.....	14,00	15,00	16,00
Vyfde ses maande ondervinding.....	15,00	16,00	17,00
Sesde ses maande ondervinding.....	16,00	17,00	18,50
Sewende ses maande ondervinding.....	17,00	18,50	20,00
Agtste ses maande ondervinding.....	18,50	20,00	21,50
Daarna.....	20,00	21,50	23,00
Groep- en/of spanleier.....	20,50	22,00	23,50
(b) Vroue:			
Eerste ses maande ondervinding.....	11,00	12,00	13,00
Tweede ses maande ondervinding.....	12,00	13,00	14,50
Derde ses maande ondervinding.....	13,00	14,00	16,00
Vierde ses maande ondervinding.....	14,00	15,50	17,50
Vyfde ses maande ondervinding.....	15,50	17,00	19,00
Sesde ses maande ondervinding.....	17,00	18,50	20,50
Daarna.....	18,75	20,25	22,00
Groep- en/of spanleier.....	19,25	20,75	22,50
(ii) Algemene werker:			
Eerste ses maande ondervinding.....	11,00	12,00	13,00
Tweede ses maande ondervinding.....	13,00	14,00	15,00
Daarna.....	15,00	16,25	17,50
(iii) Versendingsverpakker:			
Eerste ses maande ondervinding.....	12,50	13,75	15,00
Tweede ses maande ondervinding.....	13,50	14,75	16,00
Derde ses maande ondervinding.....	14,50	15,75	17,00
Daarna.....	16,00	17,25	18,50
(iv) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(a) hoogstens 2 722 kg is.....	25,00	27,50	30,00
(b) meer as 2 722 kg is.....	30,00	32,50	35,00
(v) Laemaker:			
Eerste ses maande ondervinding.....	11,75	12,75	13,75
Tweede ses maande ondervinding.....	13,75	14,75	15,75
Daarna.....	15,75	17,00	18,25

(D) IN DIE LANDDROSDISTRIKTE PARYS EN FRANKFORT

(i) Masjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voering en tooisel en onderhoudsassistent:			
(a) Mans:	R	R	R
Eerste ses maande ondervinding.....	9,00	9,90	10,90
Tweede ses maande ondervinding.....	10,00	11,00	12,00
Derde ses maande ondervinding.....	11,00	12,00	13,00
Vierde ses maande ondervinding.....	12,00	13,00	14,00
Vyfde ses maande ondervinding.....	13,00	14,00	15,50
Sesde ses maande ondervinding.....	14,00	15,50	17,00
Sewende ses maande ondervinding.....	15,50	17,00	18,50
Daarna.....	17,00	18,70	20,00
Groep- en/of spanleier.....	17,50	19,20	20,50
(b) Vroue:			
Eerste ses maande ondervinding.....	9,00	9,35	10,90
Tweede ses maande ondervinding.....	10,00	10,50	12,00
Derde ses maande ondervinding.....	11,00	11,50	13,00
Vierde ses maande ondervinding.....	12,00	12,50	14,00
Vyfde ses maande ondervinding.....	13,00	13,50	15,50
Sesde ses maande ondervinding.....	14,00	15,00	17,00

	Vanaf die datum van inwerking- treding van hierdie Ooreen- koms tot 31/10/77	Vanaf 1/11/77 tot 31/10/78	Daarna
	R	R	R
Sewende ses maande ondervinding.....	15,00	16,50	18,50
Daarna.....	16,50	18,15	20,00
Groep- en/of spanleier.....	17,00	18,65	20,50
(ii) Versendingsverpakker:			
Eerste ses maande ondervinding.....	11,50	12,75	14,00
Tweede ses maande ondervinding.....	12,50	13,75	15,00
Derde ses maande ondervinding.....	13,50	14,75	16,00
Daarna.....	15,00	16,25	17,50
(iii) Algemene werker:			
Eerste ses maande ondervinding.....	8,25	9,00	9,90
Tweede ses maande ondervinding.....	9,75	10,50	11,50
Derde ses maande ondervinding.....	11,25	12,00	13,50
Daarna.....	13,00	14,30	15,75
(iv) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(a) hoogstens 2 722 kg is.....	20,00	22,50	25,00
(b) meer as 2 722 kg is.....	25,00	27,50	30,00
(v) Laemaker:			
Eerste ses maande ondervinding.....	10,00	11,00	12,00
Tweede ses maande ondervinding.....	11,50	12,50	13,50
Derde ses maande ondervinding.....	13,00	14,00	15,00
Daarna.....	14,50	15,75	17,00

(A) IN ALL AREAS

	From the date of coming into operation of this Agreement until 31/10/77	From 1/11/77 to 31/10/78	Thereafter
	R	R	R
(i) (a) Foreman/Forewoman.....	75,00	80,00	85,00
(b) Supervisor/Quality controller:			
First six months of experience.....	20,00	22,50	25,00
Second six months of experience.....	25,00	27,50	30,00
Thereafter.....	30,00	32,50	35,00
(c) Cloakroom supervisor.....	20,50	22,00	24,00
(d) Mechanic.....	70,00	75,00	80,00
(e) Watchman.....	22,00	23,00	24,00
(f) Labourer.....	16,80	17,50	18,50
(g) Boiler attendant.....	18,00	19,25	20,50
(ii) Pattern grader:			
First six months of experience.....	15,00	16,50	18,00
Second six months of experience.....	18,00	19,50	21,00
Third six months of experience.....	21,00	22,50	24,00
Fourth six months of experience.....	24,00	25,50	27,50
Fifth six months of experience.....	27,00	28,50	31,00
Sixth six months of experience.....	30,00	32,00	34,50
Seventh six months of experience.....	33,00	35,50	38,00
Eighth six months of experience.....	36,50	39,00	41,50
Thereafter.....	40,00	42,50	45,00
(iii) Marker-in:			
(a) Male:			
First six months of experience.....	15,00	16,50	18,00
Second six months of experience.....	16,50	18,00	19,50
Third six months of experience.....	18,00	19,50	21,00
Fourth six months of experience.....	19,50	21,00	22,50
Fifth six months of experience.....	21,00	22,50	24,00
Sixth six months of experience.....	22,50	24,00	25,50
Seventh six months of experience.....	24,00	25,50	27,00
Eighth six months of experience.....	25,50	27,00	29,00
Ninth six months of experience.....	27,00	28,50	31,00
Tenth six months of experience.....	28,50	30,50	33,00
Thereafter.....	30,50	32,50	35,00
(b) Female:			
First six months of experience.....	14,00	15,50	17,00
Second six months of experience.....	15,50	17,00	19,00
Third six months of experience.....	17,00	18,50	21,00
Fourth six months of experience.....	18,50	20,50	23,00
Fifth six months of experience.....	20,50	22,50	25,00
Sixth six months of experience.....	22,50	24,50	27,00
Thereafter.....	24,50	26,50	29,00
(iv) Shaper and chopper-out, other than an interlining and/or trimming chopper-out:			
First six months of experience.....	13,00	14,00	15,00
Second six months of experience.....	14,00	15,50	16,50
Third six months of experience.....	15,00	17,00	18,00
Fourth six months of experience.....	16,50	18,50	19,50
Fifth six months of experience.....	18,00	20,00	21,00
Sixth six months of experience.....	19,50	21,50	22,50
Seventh six months of experience.....	21,00	23,00	24,00
Eighth six months of experience.....	22,50	24,50	26,00
Thereafter.....	24,00	26,00	28,00

	From the date of coming into operation of this Agreement until 31/10/77	From 1/11/77 to 31/10/78	Thereafter
	R	R	R
(v) Checker, examiner and/or passer:			
First six months of experience.....	11,00	12,00	13,00
Second six months of experience.....	12,50	14,00	15,00
Third six months of experience.....	14,50	16,00	17,00
Fourth six months of experience.....	16,50	18,00	19,00
Fifth six months of experience.....	18,50	20,00	21,00
Thereafter.....	20,50	22,00	24,00
(vi) (a) Invoice clerk:			
First six months of experience.....	20,00	22,50	25,00
Second six months of experience.....	25,00	27,50	30,00
Thereafter.....	30,00	32,50	35,00
(b) Despatch clerk and/or factory clerk:			
First six months of experience.....	15,00	16,50	18,00
Second six months of experience.....	17,00	18,50	20,50
Third six months of experience.....	19,00	21,00	23,00
Thereafter.....	21,50	23,50	25,50
(vii) Sewing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:			
First six months of experience.....	12,60	13,80	15,00
Second six months of experience.....	14,10	15,30	17,00
Third six months of experience.....	15,60	17,30	19,00
Fourth six months of experience.....	17,60	19,30	21,00
Fifth six months of experience.....	19,60	21,30	23,00
Sixth six months of experience.....	21,60	23,30	25,00
Thereafter.....	23,60	25,30	27,60

(B) IN THE MAGISTERIAL DISTRICTS OF KIMBERLEY AND BLOEMFONTEIN

	R	R	R
(i) Machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings and maintenance assistant:			
(a) Males:			
First six months of experience.....	12,00	13,00	14,00
Second six months of experience.....	13,00	14,50	15,50
Third six months of experience.....	14,50	16,00	17,00
Fourth six months of experience.....	16,00	17,50	18,50
Fifth six months of experience.....	17,50	19,00	20,00
Sixth six months of experience.....	19,00	20,50	21,50
Seventh six months of experience.....	20,50	22,00	23,00
Eighth six months of experience.....	22,00	23,50	24,50
Thereafter.....	23,50	25,00	26,50
Set leader and/or team leader.....	24,00	25,50	27,00
(b) Females:			
First six months of experience.....	11,00	12,00	13,00
Second six months of experience.....	12,50	13,50	14,50
Third six months of experience.....	14,00	15,00	16,00
Fourth six months of experience.....	15,50	16,50	18,00
Fifth six months of experience.....	17,00	18,00	20,00
Sixth six months of experience.....	18,50	20,00	22,00
Thereafter.....	20,50	22,00	24,00
Set leader and/or team leader.....	21,00	22,50	24,50
(ii) General worker:			
First six months of experience.....	11,00	12,00	13,00
Second six months of experience.....	13,00	14,00	15,00
Thereafter.....	15,00	16,25	17,50
(iii) Despatch packer:			
First six months of experience.....	12,50	13,75	15,00
Second six months of experience.....	13,50	14,75	16,00
Third six months of experience.....	14,50	15,75	17,00
Thereafter.....	16,00	17,25	18,50
(iv) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—			
(a) does not exceed 2 722 kg.....	25,00	27,50	30,00
(b) exceeds 2 722 kg.....	30,00	32,50	35,00
(v) Layer-up:			
First six months of experience.....	11,75	12,75	13,75
Second six months of experience.....	13,75	14,75	15,75
Thereafter.....	15,75	17,00	18,25

(C) IN THE MAGISTERIAL DISTRICT OF KROONSTAD

	R	R	R
(i) Machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings and maintenance assistant:			
(a) Males:			
First six months of experience.....	11,00	12,00	13,00
Second six months of experience.....	12,00	13,00	14,00
Third six months of experience.....	13,00	14,00	15,00
Fourth six months of experience.....	14,00	15,00	16,00

	From the date of coming into operation of this Agreement until 31/10/77	From 1/11/77 to 31/10/78	Thereafter
	R	R	R
Fifth six months of experience.....	15,00	16,00	17,00
Sixth six months of experience.....	16,00	17,00	18,50
Seventh six months of experience.....	17,00	18,50	20,00
Eighth six months of experience.....	18,50	20,00	21,50
Thereafter.....	20,00	21,50	23,00
Set leader and/or team leader.....	20,50	22,00	23,50
(b) Females:			
First six months of experience.....	11,00	12,00	13,00
Second six months of experience.....	12,00	13,00	14,50
Third six months of experience.....	13,00	14,00	16,00
Fourth six months of experience.....	14,00	15,50	17,50
Fifth six months of experience.....	15,50	17,00	19,00
Sixth six months of experience.....	17,00	18,50	20,50
Thereafter.....	18,75	20,25	22,00
Set leader and/or team leader.....	19,25	20,75	22,50
(ii) General worker:			
First six months of experience.....	11,00	12,00	13,00
Second six months of experience.....	13,00	14,00	15,00
Thereafter.....	15,00	16,25	17,50
(iii) Despatch packer:			
First six months of experience.....	12,50	13,75	15,00
Second six months of experience.....	13,50	14,75	16,00
Third six months of experience.....	14,50	15,75	17,00
Thereafter.....	16,00	17,25	18,50
(iv) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—			
(a) does not exceed 2 722 kg.....	25,00	27,50	30,00
(b) exceeds 2 722 kg.....	30,00	32,50	35,00
(v) Layer-up:			
First six months of experience.....	11,75	12,75	13,75
Second six months of experience.....	13,75	14,75	15,75
Thereafter.....	15,75	17,00	18,25

(D) IN THE MAGISTERIAL DISTRICTS OF PARYS AND FRANKFORT

(i) Machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper- out of linings and trimmings and maintenance assistant:			
(a) Males:	R	R	R
First six months of experience.....	9,00	9,90	10,90
Second six months of experience.....	10,00	11,00	12,00
Third six months of experience.....	11,00	12,00	13,00
Fourth six months of experience.....	12,00	13,00	14,00
Fifth six months of experience.....	13,00	14,00	15,50
Sixth six months of experience.....	14,00	15,50	17,00
Seventh six months of experience.....	15,50	17,00	18,50
Thereafter.....	17,00	18,70	20,00
Set leader and/or team leader.....	17,50	19,20	20,50
(b) Females:			
First six months of experience.....	9,00	9,35	10,90
Second six months of experience.....	10,00	10,50	12,00
Third six months of experience.....	11,00	11,50	13,00
Fourth six months of experience.....	12,00	12,50	14,00
Fifth six months of experience.....	13,00	13,50	15,50
Sixth six months of experience.....	14,00	15,00	17,00
Seventh six months of experience.....	15,00	16,50	18,50
Thereafter.....	16,50	18,15	20,00
Set leader and/or team leader.....	17,00	18,65	20,50
(ii) Despatch packer:			
First six months of experience.....	11,50	12,75	14,00
Second six months of experience.....	12,50	13,75	15,00
Third six months of experience.....	13,50	14,75	16,00
Thereafter.....	15,00	16,25	17,50
(iii) General worker:			
First six months of experience.....	8,25	9,00	9,90
Second six months of experience.....	9,75	10,50	11,50
Third six months of experience.....	11,25	12,00	13,50
Thereafter.....	13,00	14,30	15,75
(iv) Driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—			
(a) does not exceed 2 722 kg.....	20,00	22,50	25,00
(b) exceeds 2 722 kg.....	25,00	27,50	30,00
(v) Layer-up:			
First six months of experience.....	10,00	11,00	12,00
Second six months of experience.....	11,50	12,50	13,50
Third six months of experience.....	13,00	14,00	15,00
Thereafter.....	14,50	15,75	17,00

(2) *Oorplasing*.—(a) Waar 'n werknemer van een beroep oorgeplaas word na 'n ander waar hy nog nie voorheen gewerk het nie, moet hy steeds die loon ontvang wat in die vorige beroep betaal is tot tyd en wyl hy op 'n hoër loon in die nuwe beroep geregtig word op grond van werklike ondervinding in die nuwe beroep, plus een jaar se gekrediteerde ondervinding, behalwe waar 'n werknemer na die toesighouerklas oorgeplaas word, in welke geval sodanige werknemer met ses maande se ondervinding gekrediteer moet word: Met dien verstande dat 'n werknemer wat van een beroep na 'n ander oorgeplaas word en minder as 12 maande ondervinding in die Nywerheid het, nie met een jaar se ondervinding gekrediteer moet word nie: Voorts met dien verstande dat as 'n werknemer na 'n vorige beroep teruggeplaas word, hy gekrediteer moet word met die totale werklike ondervinding in die Nywerheid wanneer sy verskuldigde loon bereken word.

(b) 'n Werkgewer moet die Raad binne 14 dae nadat hy sy werknemer na ander werk oorplaas, daarvan in kennis stel deur 'n oorplasingvorm, nl. Aanhangsel A, in te vul.

(3) *Loonsverminderinge nie toegelaat nie*.—Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon van 'n werknemer wat op enige tydskop voor of na die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon in die Nywerheid betaal is of word as die minimum in hierdie klousule bepaal, verminder word nie, en behoudens andersluidende bepalinge in hierdie Ooreenkoms, moet sodanige werknemer steeds sodanige hoër loon betaal word en is hy steeds geregtig om dit te ontvang, asof sodanige hoër loon die minimum vir daardie werknemer is.

(4) 'n Werknemer wat onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié vir 'n werknemer vir sy klas voorgeskryf, moet 'n verhoging ontvang gelyk aan die verskil tussen die loon wat vir 'n gekwalifiseerde werknemer van sy klas in die Ooreenkoms voorgeskryf word en die voorgeskrewe loon wat op sodanige werknemer van toepassing is onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms: Met dien verstande dat, in die geval van 'n gekwalifiseerde toesighouer wat 'n weekloon van R40 of meer verdien, 'n minimum verhoging van R5 per week betaal moet word: Voorts met dien verstande dat, in die geval van 'n voorvrou, sodanige werknemer se loon nie verhoog hoef te word tot meer as die wat vir 'n voorman voorgeskryf is nie.

5. AANSPORINGSLOONSKEMA

(1) 'n Aansporingsloonskema kan by onderlinge ooreenkoms tussen die bestuur, vakverenigingsvertegenwoordigers en die betrokke werknemers in 'n bedryfsinrigting ingestel word, en kan slegs by onderlinge ooreenkoms tussen hierdie partye gewysig word. 'n Skema kan deur die werkgewer of die vakvereniging, na kennisgewing van minstens een week, beëindig word.

(2) 'n Aansporingskema kan ingevoer word vir werknemers wat in 'n bepaalde afdeling van 'n bedryfsinrigting werksaam is: Met dien verstande dat dit binne 'n redelike tydperk nadat dit ingevoer is, toegepas moet word op alle werknemers wat in diens is vir die vervaardiging van 'n besondere kledingstuk ten opsigte waarvan die skema ingevoer is.

(3) Behoudens klousules 6 (1) en 7 (3), moet so 'n aansporingsloonskema 'n werknemer in staat stel om minstens 10 persent meer as sy gewone loon vir addisionele produksie te verdien.

(4) 'n Kopie van die aansporingsbonusskema en latere wysigings daarvan, waaroor daar ooreengekom is en wat behoorlik deur die werkgewer en die Sekretaris van die vakvereniging onderteken is, moet by die Sekretaris van die Raad ingedien word, en die werkgewer moet 'n kopie daarvan behou en dit vertoon op 'n prominente plek wat gereedelik vir sy werknemers toeganklik is.

6. KORTTYD

(1) Waar korttyd in 'n bedryfsinrigting ingevoer is of word, moet 'n werknemer van wie daar nie vereis word om op 'n sekere dag te werk nie, daarvan in kennis gestel word voor of met sluitingstyd die dag voor die dag waarop sy dienste nie vereis word nie.

(2) 'n Werknemer wat hom op enige dag by die bedryfsinrigting aanmeld, moet, tensy hy vooraf ingeвоelge subklousule (1) van hierdie klousule in kennis gestel is dat sy dienste nie op sodanige dag vereis word nie, vir minstens vier uur werk gegee of loon in plaas daarvan betaal word.

(3) Waar daar nie voltyds in 'n bedryfsinrigting gewerk word nie, moet die werk eweredig tussen die werknemers in elk van die betrokke seksies of afdelings verdeel word.

(4) (a) Waar korttyd in 'n bedryfsinrigting ingevoer is, moet die werkgewer die Sekretaris van die Raad in kennis stel deur Aanhangsel B te voltooi en dit binne sewe dae na die aanvang van die korttydwerk per geregistreerde pos te stuur aan Posbus 4866, Johannesburg, 2000.

(2) *Transfer*.—(a) Where an employee is transferred from one occupation to another occupation, in which such employee was not previously employed, the employee shall continue to receive the wages paid in the previous occupation, until such time that the employee is entitled to a higher wage in the new occupation, on the actual experience in the new occupation, plus one year's credited experience except where an employee is transferred to the category of supervisor, in which case such employee shall be credited with six months' experience: Provided that an employee who is transferred from one occupation to another occupation and has had less than 12 months' experience in the Industry, he shall not be credited with one year's experience: Provided further that should an employee be transferred back to a previous occupation such employee shall be credited with the total actual experience in the Industry, for the purpose of calculating such employee's due wage.

(b) An employer shall inform the Council within 14 days of transferring his employee to other employment, by completing a Transfer Form as per Annexure A.

(3) *Reduction in wages not permitted*.—Nothing in this Agreement shall operate to reduce the wage of an employee who, at any time prior or subsequent to the date of this Agreement coming into operation, was or may be paid wages in the Industry at a higher rate than the minimum provided in this clause, and such employee shall continue to be paid and be entitled to receive wages at such higher rate as if such higher rates were the minimum in respect of that employee, except where otherwise stated in this Agreement.

(4) An employee who immediately prior to the coming into operation of this Agreement was in receipt of a higher wage than that prescribed for an employee of his class, shall receive an increment equal to the difference between the wage prescribed for a qualified employee of his class in the Agreement and the prescribed wage applicable to such employee immediately prior to the date of coming into operation of this Agreement: Provided that in the case of a qualified supervisor earning R40 per week or more, a minimum increase of R5 per week shall be paid: Provided further that in the case of a forewoman, such employee's wage need not be increased to more than that prescribed for a foreman.

5. INCENTIVE BONUS SCHEME

(1) A wage incentive scheme may be worked in any establishment by mutual agreement between the management, representatives of the trade union and the employees concerned, and may be altered only by mutual agreement between these parties. Such scheme may be terminated by either the employer or the trade union, giving not less than one week's notice.

(2) An incentive scheme may be introduced in respect of such employees employed in a particular section of an establishment: Provided that it shall be applied within a reasonable period after its commencement to all employees engaged on the production of a particular garment, in respect of which the scheme has been introduced.

(3) Subject to the provisions of clauses 6 (1) and 7 (3), such incentive wage scheme shall enable an employee to earn at least 10 per cent in excess of his ordinary rate of pay for any additional output.

(4) A copy of the incentive bonus rates and subsequent alterations thereto, agreed upon and duly signed by the employer and secretary of the trade union, shall be filed with the Secretary of the Council and the employer shall retain a copy thereof and display it in a prominent place easily accessible to his employees.

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) (a) Where short-time has been introduced in any establishment, the employer shall inform the Secretary of the Council by completing a copy of Annexure B and posting (by registered post) to P.O. Box 4866, Johannesburg, 2000, within seven days of the commencement of such short-time.

(b) Indien 'n werkgewer in gebreke bly om hierdie subklousule na te kom, is die werkgewer aanspreeklik vir die betaling van slaptebesoldiging aan die werknemers wat korttydwerk verrig op die grondslag soos in klousule 23 (3) van die Ooreenkoms voorgeskryf.

7. BETALING VAN LONE WAT AAN WERKNEMERS VERSKULDIG IS

(1) (a) 'n Werkgewer moet lone en ander besoldiging betaal in verskeide koerte wat die naam van die werknemer, sy loon, die totale getal ure gewerk en alle bedrae wat afgetrek is, meld. Besoldiging moet in kontant weekliks op Vrydae gedurende werktid geskied: Met dien verstande dat waar 'n werknemer se dienste op 'n ander dag as die gewone betaaldag van die bedryfs- inrigting beëindig word, alle bedrae wat aan hom verskuldig is onmiddellik by diensbeëindiging betaal moet word. Waar 'n vakansiedag met besoldiging op 'n Vrydag val, moet sodanige betalings op die laaste werkdag wat sodanige vakansiedag onmiddellik voorafgaan, geskied.

(b) Werknemers wat maandeliks besoldig word, moet voor of op die laaste betaaldag van die maand besoldig word of by diensbeëindiging indien dit nie op die gewone betaaldag van die werknemer plaasvind nie.

(2) 'n Werkgewer moet 'n werknemer wat gedurende 'n gedeelte van 'n enkele week in diens is in meer as een klas werk waarvoor verskillende weeklone hierin voorgeskryf word, die maksimum van sodanige ander weekloon vir daardie hele week betaal.

(3) Geen bedrae hoegenaamd, uitgesonderd die volgende, mag van die bedrae wat aan 'n werknemer verskuldig is, afgetrek word nie en elke bedrag en die doel waarvoor dit afgetrek is, moet afsonderlik op die betaalboekert gemeld word:

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer wat weekliks besoldig word, van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tyd wat werklik verlore is;

(b) behoudens klousule 6 van hierdie Ooreenkoms, wanneer korttyd gewerk word 'n bedrag vir die werklike tyd wat nie gewerk is nie;

(c) met die skriftelike toestemming van die werknemer, bedrae vir versekerings- en pensioenfonds;

(d) bydraes tot die Raad ingevolge klousule 20 van hierdie Ooreenkoms;

(e) bydraes tot die mediese hulpverenigings ingevolge klousule 21 van hierdie Ooreenkoms en klousule 5 van die Ooreenkoms van die Raad se Mediese Hulpvereniging;

(f) met die skriftelike toestemming van die werknemer bydraes tot die vakverenigingsfondse;

(g) die werklike koste van skere wat deur die werkgewer verskaf word;

(h) alle bedrae wat 'n werkgewer regtens of kragtens bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(i) bydraes tot die Voorsorgfonds ingevolge klousule 32 van hierdie Ooreenkoms;

(j) bydraes tot die Slaptebesoldigingsfonds ingevolge klousule 23 van hierdie Ooreenkoms;

(k) bedrae vir oorpakke ingevolge klousule 30 (3).

(4) Indien daar weens 'n toevallige stopsetting van masjinerie geen werk vir 'n werknemer beskikbaar is nie, kan bedrae van die loon van sodanige werknemer afgetrek word slegs indien die werklike tyd wat verlore is, langer as twee uur duur.

8. GETALVERHOUDING VAN WERKNEMERS

'n Werkgewer mag nie 'n ongekwalifiseerde werknemer in diens neem nie, tensy hy 'n gekwalifiseerde werknemer van dieselfde klas in diens het, en vir elke sodanige gekwalifiseerde werknemer mag hoogstens drie ongekwalifiseerde werknemers in diens geneem word: Met dien verstande dat, by die toepassing van hierdie klousule, 'n ongekwalifiseerde werknemer wat minstens die volle loon van 'n gekwalifiseerde werknemer van sy klas ontvang, geag moet word 'n gekwalifiseerde werknemer te wees.

9. WERKURE

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om—

(a) meer as 42 uur per week te werk nie, behalwe in die geval van 'n wag wie se gewone werkure hoogstens 72 uur per week mag wees;

(b) meer as vyf dae in 'n bepaalde week te werk nie;

(c) op Saterdag en Sondae te werk nie;

(d) meer as nege uur, uitgesonderd etenspouses, op 'n bepaalde dag te werk nie;

(e) voor 07h00 of na 17h30 of gedurende ruspouses wat in hierdie klousule bepaal word te werk nie en ook nie gedurende die etenspouse op enige dag van Maandag tot en met Vrydag nie;

(f) meer as vyf uur sonder 'n etenspouse van minstens een uur te werk nie.

(b) Should an employer fail to observe the provisions of this subclause, the employer shall be liable for payment of slack pay to those employees on short-time on the basis prescribed in clause 23 (3) of the Agreement.

7. PAYMENT OF WAGES DUE TO EMPLOYEES

(1) (a) An employer shall pay wages and other remuneration in sealed envelopes, showing the name of the employee, rate of pay, the total number of hours worked and any deductions made. Such payments shall be made weekly, in cash, on Fridays, during working time: Provided that where an employee's service is terminated other than on the usual pay-day of the establishment, any amounts due to him shall be paid immediately on termination. Where a paid public holiday falls on a Friday, such payments shall be made on the last working day immediately preceding such holiday.

(b) Monthly paid employees shall be paid not later than the last pay-day of the month, or on termination of employment if this should not take place on the ordinary pay-day of the employee.

(2) An employer shall pay to an employee who, during any portion of any one week, is employed on more than one class of work for which different weekly wages are hereby prescribed, the maximum of such different weekly wages for the whole of that week.

(3) No deductions whatsoever shall be made from the amounts due to an employee, except as provided hereunder and each amount and the purposes for which it is deducted shall be shown separately on the pay envelope:

(a) Except where otherwise provided in this Agreement, whenever a weekly paid employee is absent from work, other than on the instructions or at the request of his employer, a pro rata amount for the actual time lost may be deducted;

(b) subject to the provisions of clause 6 of this Agreement, where short-time has been introduced, a deduction may be made for the actual time not worked;

(c) with the written consent of the employee, deductions may be made for insurance or pension funds;

(d) contributions to the Council in terms of clause 20 of this Agreement;

(e) contributions to the Medical Benefit Societies in terms of clause 21 of this Agreement and clause 5 of the Council's Medical Benefit Society Agreement;

(f) with the written consent of the employee, contributions to the funds of the trade union;

(g) the actual cost of scissors supplied by the employer may be deducted;

(h) any amount which an employer is legally or by order of any competent court required or permitted to make;

(i) contributions to the Provident Fund in terms of clause 32 of this Agreement;

(j) contributions to the Slack Pay Fund in terms of clause 23 of this Agreement;

(k) deductions for overalls in terms of clause 30 (3).

(4) If, due to the accidental stoppage of machinery, no work is available for an employee, deductions may only be made from the wage of such employee for the actual time lost in excess of two hours.

8. PROPORTION OF RATIO OF EMPLOYEES

An employer shall not employ an unqualified employee unless he has in his employ a qualified employee of the same class and for each such qualified employee not more than three unqualified employees shall be employed: Provided that for the purposes 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.

9. HOURS OF WORK

(1) No employer shall require or permit an employee—

(a) to work for more than 42 hours per week, except in the case of a watchman whose ordinary hours of work shall not exceed 72 hours per week;

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

(c) to work on Saturdays and Sundays;

(d) to work for more than nine hours, excluding meal hours in any one day;

(e) to work before 07h00 or later than 17h30, or during the rest intervals provided in this clause or during the lunch hour on any day from Monday to Friday inclusive;

(f) to work for more than five hours without a meal time of at least an hour.

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om, behoudens klousule 10, oortyd te werk: Met dien verstande dat geen werkgewer van 'n manlike werknemer mag vereis om meer as 13 uur per week oortyd in die landroosdistrikte Bloemfontein, Kimberley en Kroonstad en 12 uur per week oortyd in die landroosdistrikte Parys en Frankfort te werk nie: Voorts met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om—

- (a) langer as twee uur op 'n werkdag oortyd te werk nie;
- (b) op meer as drie agtereenvolgende dae oortyd te werk nie;
- (c) langer as 10 uur in 'n kalenderjaar oortyd te werk nie;
- (d) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (e) na voltooiing van haar gewone werkure, langer as een uur op 'n dag oortyd te werk nie, tensy hy—
- (i) voor die middag kennis daarvan aan haar gegee het;
- (ii) haar van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
- (iii) haar 'n toelae van 15c betyds betaal het om haar in staat te stel om 'n ete te bekom voordat sy met die oortyd moet begin.

(3) Ruspouses van minstens 10 minute waarin geen werk gedoen mag word nie, moet hoogstens twee en 'n half uur na die aanvang van die oggendwerktydperk en so na as doenlik in die middel van die namiddagwerktydperk aan elke werknemer toegestaan word, en sodanige pouses word geag tyd gewerk te wees. Gerei en kookwater waarmee tee gemaak kan word, moet deur die werkgewer verskaf en aan die werknemers beskikbaar gestel word by die aanvang van elke ruspouse en ook om 12h30 elke dag vanaf Maandag tot en met Vrydag.

(4) Benewens die ruspouses in subklousule (3) van hierdie klousule voorgeskryf, moet werknemers wat werk in verband met 'n vervoerbandstelsel doen, na afloop van 'n uur se werk 'n ruspouse van vyf minute gegee word wat geag moet word tyd gewerk te wees.

10. OORTYDWERK EN WERK OP SONDAG

(1) Oortydwerk wat langer duur as die ure voorgeskryf in klousule 9 (1) van hierdie Ooreenkoms, mag nie sonder die skriftelike toestemming van die Raad verrig word nie.

(2) (a) Betaling vir oortydwerk moet bereken word op die totale minimum weekloon teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur wat aldus op weekdae met inbegrip van Saterdag gewerk word behalwe in die geval van 'n wag wie se loon bereken moet word teen dubbel sy gewone besoldiging.

(b) As 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet die werkgewer die werknemer—

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

(ii) een en een derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie met volle besoldiging toestaan.

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

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

(5) Geen vroulike werknemer mag tussen 18h00 en 06h00 oortyd werk nie.

(6) Ondanks hierdie klousule, kan 'n werkgewer, ten einde tyd in te haal wat verloor is deurdat daar nie op 'n openbare vakansiedag (uitgesonderd dié in klousule 13 van hierdie Ooreenkoms vermeld) gewerk is nie, sy werknemers toelaat om op enige dag, buiten Sondag, voor of na sodanige openbare vakansiedag teen gewone lone te werk: Met dien verstande dat verlof vooraf van die Raad verkry is.

11. BUITEWERK

Geen werkgewer in die Nywerheid mag buitewerk uitbestede wat elders verrig moet word as in 'n bedryfsinrigting, wat ingevolge klousule 12 van hierdie Ooreenkoms geregistreer is nie; ook mag hy nie van 'n werknemer vereis of hom toelaat om werk in die Klerasierywerheid elders te verrig nie as in 'n bedryfsinrigting wat deur die werkgewer verskaf, uitgerus, in stand gehou en beheer word.

12. REGISTRASIE VAN BEDRYFSINRIGTINGS

Elke okkupeerder van 'n bedryfsinrigting waar werksaamhede in verband met die Klerasierywerheid verrig word, moet, as hy dit nog nie ingevolge 'n vorige ooreenkoms gedoen het nie, binne

(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 male employee to work more than 13 hours per week overtime in the Magisterial Districts of Bloemfontein, Kimberley and Kroonstad and 12 hours per week in the Magisterial Districts of Parys and Frankfort: Provided further 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;
- (ii) provided such employee with an adequate meal before commencing overtime; or
- (iii) paid such employee an allowance of 15c within 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 and a half 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 12h30 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 completion of each hour's work.

10. OVERTIME AND SUNDAY WORK

(1) Overtime that is time worked in excess of the hours prescribed in clause 9 (1) of this Agreement, may not be worked without the written permission of the Council.

(2) (a) Payment for overtime shall be calculated on the minimum total weekly wage at one and one-half times the hourly wage for each hour or part of an hour so worked on weekdays, including Saturdays, except in the case of a watchman when the rate shall be calculated at double the ordinary remuneration.

(b) Whenever an employee other than a watchman works on Sunday, his employer shall pay to the employee—

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

(ii) pay the employee at the rate of one and one-third times his ordinary remuneration in respect of the total period worked on such Sunday, and grant him within seven days of such Sunday, one day's holiday on full pay.

(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 employee may work overtime between the hours of 18h00 and 06h00.

(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 Sunday, prior or subsequent to such public holiday at ordinary rates of pay: Provided that permission has already been previously obtained from the Council.

11. OUTWORK

No employer in the Industry shall give outwork to be manufactured other than in an establishment 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.

12. REGISTRATION OF ESTABLISHMENT

Every occupier of a factory in which operations in the Clothing Industry are carried on shall, if he has not already done so in terms of a previous agreement, within one month from the date on

een maand vanaf die datum waarop hierdie Ooreenkoms gepubliseer word, en elke persoon wat na daardie datum 'n werkgewer word, moet binne een maand na die datum waarop hy met werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar sodanige bedryfsinrigting geleë is, die naam/namen van die okkuperder en/of vennote van die onderneming, of, indien 'n maatskappy met beperkte aanspreeklikheid, die name van die sekretaris en direkteure. Die Sekretaris van die Raad moet dan aan die okkuperder 'n registrasiesertifikaat wat hy onderteken het, uitreik. Die vervaardiging van klere mag nie elders as in 'n bedryfsinrigting, wat ingevolge hierdie klousule geregistreer is, onderneem word nie. In geval van adresverandering, of as die adres oorgeplaas of laat vaar word, moet die Sekretaris van die Raad binne twee weke vanaf die datum van die verandering of veranderinge skriftelik daarvan in kennis gestel word.

13. VAKANSIEDAE MET BESOLDIGING EN JAARLIKSE VERLOF

(1) (a) 'n Werkgewer moet aan elkeen van sy werknemers gedurende Desember/Januarie elke jaar jaarlikse verlof op die volgende grondslag toestaan:

(i) In die geval van 'n werknemer (uitgesonderd 'n wag) wat, voor die begin van die jaarlikse verloftydperk, voor of op 1 Februarie in enige jaar een jaar of langer in die firma se diens was, en teen 1 Desember van daardie jaar nog in sy diens is—13 werkdag met volle besoldiging;

(ii) In die geval van 'n wag geld die bepalings in (a) hierbo ook, behalwe dat 21 werkdag verlof toegestaan moet word:

Met dien verstande dat 'n werknemer wat vir 'n ononderbroke tydperk van langer as 12 weke van sy werk afwesig was, vakansiebesoldiging ingevolge subklousule (2) van hierdie klousule betaal moet word.

(b) Die werkgewer moet die vakansiebesoldiging wat ingevolge hierdie subklousule betaalbaar is, voor of op die werknemer se laaste werkdag voordat die verloftydperk begin, aan hom betaal.

(2) (a) 'n Werknemer wat minder as een jaar in die werkgewer se diens was vanaf die datum waarop die vorige jaarlikse verloftydperk begin het of wie se diens voor die begin van die jaarlikse verloftydperk beëindig word en mits sy diens by die werkgewer minstens vier weke geduur het, moet ses persent van die totale verdienste gedurende die jaar as verlofbesoldiging betaal word.

Totale verdienste beteken, vir die toepassing van hierdie subklousule, alle verdienste wat ontvang is, uitgesonderd bonusse en besoldiging vir oortydwerk.

(b) Die werkgewer moet die verlofbesoldiging verskuldig ingevolge paragraaf (a), betaal voor of op die laaste werkdag van die werknemer voor die begin van die verloftydperk, of as die werknemer se diens voor daardie datum beëindig word, op die dag wat hy die werkgewer se diens verlaat.

(3) By die berekening van die bedrag waarvolgens die presentasie vakansiebesoldiging ingevolge subklousule (2) vasgestel moet word, word afwesigheid van minder as een week geag tyd gewerk te wees asook afwesigheid van langer as een week weens—

(a) korttyd;

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, van tot vier maande; of

(c) siekte ten opsigte waarvan 'n doktersertifikaat getoon word;

en alle bedrae wat aan 'n werknemer betaalbaar sou gewees het as hy nie gedurende sodanige tydperk afwesig was nie, moet by die berekening van sy vakansiebesoldiging geag word bedrae te wees wat hy werklik ontvang het.

(4) (a) Elke werkgewer moet aan elk van sy werknemers Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gesinsdag, die Vrydag na Hemelvaartsdag, Republiekdag, Gelofte-dag en Kersdag as vakansiedae met besoldiging toestaan, en geen werkgewer mag 'n werknemer op enigiens van hierdie dae laat werk nie en geen werknemer mag op enigiens van hierdie dae werk nie.

(b) Elke werkgewer moet aan elkeen van sy werknemers wat die hele Donderdagoggend voor Goeie Vrydag gewerk het, tyd afgee vanaf die aanvang van die gewone etenspouse tot die gewone sluitingstyd, en dié verlore tyd moet beskou word as tyd wat gewerk is.

(5) Ingeval 'n werkgewer sy werknemers ingevolge subklousule (1) van hierdie klousule 'n verloftydperk toestaan wat enigiens van hierdie vakansiedae met besoldiging insluit, moet sodanige werkgewer aan elk van die werknemers in sy diens by die begin van die verlof, en daarbenewens aan elke werknemer wie se dienskontrak binne 14 dae voor die aanvang van die verloftydperk beëindig word, vir elke sodanige dag 'n volle dag se besoldiging betaal: Met dien verstande dat die betrokke werknemer minstens ses maande onmiddellik voor die verloftydperk ononderbroke by sy werkgewer in diens was: Voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word of dat hy nie summiër om 'n regsgeldige rede ontslaan word nie.

which this Agreement is published, 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 the partners of the concern, or if a 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 of address or its transfer or abandonment, the Secretary of the Council shall be notified, in writing, of such change or changes within two weeks from the date of the change.

13. PAID HOLIDAYS AND ANNUAL LEAVE

(1) (a) An employer shall grant to each of his employees, during the month of December/January of each year, annual leave on the following basis:

(i) In the case of an employee (other than a watchman) who has, prior to the commencement of the annual leave, been in the firm's employ for one year or longer, on or before 1 February of any year, and who remained in his employ by 1 December of that year—13 working days on full pay.

(ii) In the case of a watchman, the same provisions shall apply as contained in (a) above, except that 21 working days leave shall be granted:

Provided that an employee who has been absent from work for a continuous period in excess of 12 weeks shall be paid holiday pay in terms of subclause (2) of this clause.

(b) 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 commencing the period of leave;

(2) (a) An employee who has been in the employer's employ for less than one year from the date of commencement of the previous annual leave period or whose employment terminates before commencement of the annual leave period and provided his employment with the employer has endured for a period of not less than four weeks, shall be paid holiday pay at the rate of six per cent of the aggregate earnings during the year.

Aggregate earnings shall for the purposes of this subclause mean all earnings, excluding bonuses and overtime, received.

(b) The holiday pay due in terms of paragraph (a) shall be paid by the employer not later than the last working day of the employee before the commencement of the period of leave, or if the employee's employment terminates before that date, on the day he leaves the employer's service.

(3) In computing the amount upon which the percentage holiday pay is to be calculated, in terms of subclause (2), periods of absence of less than one week shall be considered as time worked, and also where absenteeism of longer than one week had been caused by—

(a) short-time;

(b) military training in terms of the Defence Act, 1957, up to a period of four months; or

(c) illness in respect of which a doctor's certificate is produced;

and such amounts as would have been payable to an employee had he not been absent during such period, shall be deemed to be amounts actually received by him for the purpose of calculating his holiday pay.

(4) (a) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, Ascension Day, Boxing 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 days.

(b) An 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 granting to his employees in terms of subclause (1) of this clause, a leave period which includes any of these paid holidays, 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 commencement of the leave, and, in addition, to each employee whose contract of service is terminated within 14 days prior to the commencement of the leave period: Provided that the employee concerned has been in the continuous employment of his employer for a period of not less than six months immediately prior to the leave period: 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.

(6) Ingeval 'n vakansiedag met besoldiging op 'n Saterdag of 'n Sondag val, moet die werkgewer die volgende Maandag as 'n vakansiedag met besoldiging aan elkeen van sy werknemers toestaan.

(7) By die toepassing van hierdie klousule beteken "dag se besoldiging" een vyfde van die weekloon.

14. DIENSBEEÏNDIGING

(1) Behoudens subklousule (1) (d), (e) en (f) van hierdie klousule, moet 'n werkgewer of 'n werknemer skriftelike kennis van minstens vyf werkdag, wat by die toepassing van hierdie klousule vakansiedag met besoldiging insluit, gee om die dienskontrak te beëindig, en dié kennisgewing tree in werking op die werkdag wat volg op dié waarop dit gegee is: Met dien verstande dat dit nie—

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

(b) 'n ooreenkoms tussen die werkgewer en werknemer wat 'n kennisgewingtydperk van langer as een week bepaal, raak nie: Voorts met dien verstande dat—

(c) 'n werkgewer 'n werknemer vir en in plaas van die voorgeskrewe kennisgewingstydperk loon kan betaal;

(d) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing kan beëindig;

(e) die eerste vyf werkdag van 'n werknemer se diens tydperk by 'n werkgewer geag word 'n proeftydperk te wees (tensy in 'n skriftelike ooreenkoms anders bepaal), en sodanige diens kan te eniger tyd binne sodanige proeftydperk deur die werkgewer of die werknemer sonder kennisgewing beëindig word.

(f) werknemers wat maandeliks besoldig word, moet minstens een kalendermaand skriftelik kennis gee of gegee word, en dié kennisgewing tree in werking op die eerste betaaldag van die maand wat volg op dié waarin kennis gegee is.

(2) 'n Werknemer wat gedurende 'n diensopseggingstermyn ingevolge subklousule (1) van hierdie klousule ontslaan word, moet volle besoldiging ontvang vir die gedeelte van sodanige opseggingstermyn wat nog nie verstryk het nie.

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

(a) weens siekte van die werk afwesig is nie: Met dien verstande dat—

(i) die werkgewer binne drie werkdag vanaf die begin van sodanige siekte daarvan in kennis gestel word;

(ii) mediese sertifikaat vir die tydperk van afwesigheid verstrek word wanneer die werknemer na sy werk terugkeer;

(iii) die ononderbroke tydperk wat hy van sy werk afwesig is hoogstens 30 dae duur;

(b) se tyd van bevalling nader: Met dien verstande dat die werknemer hoogstens twee maande na die datum van die bevalling na die werk terugkeer. Sodanige werknemer moet, behoudens klousule 13 (1) (a) van hierdie Ooreenkoms afwesigheidsverlof sonder besoldiging vir 'n tydperk van vier weke voor en agt weke na die datum van die bevalling toegestaan word.

15. PREMIES

'n Werkgewer 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 'n werkgewer regtens verplig is om by te dra.

16. GEREEDSKAP

(1) Elke werkgewer kan op versoek van sy werknemers skêre teen die prys wat hy daarvoor betaal het, vir hul gebruik aan hulle verskaf.

(2) Die prys van die skêre kan in weeklikse paalemente van hoogstens 10c van die werknemer se loon afgetrek word.

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

17. BESTAANDE KONTRAKTE

Alle dienskontrakte wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is aan hierdie Ooreenkoms onderworpe.

18. VORMS VIR INDIENSNEMING, OORPLASING EN DIENSBEEÏNDIGING

(1) 'n Werkgewer moet, wanneer hy 'n aansoeker in diens neem van sodanige aansoeker vereis om 'n dienskaart, in die vorm van Aanhangsel C, wat deur die Raad uitgereik is, te verstrek. As 'n werknemer nie 'n dienskaart besit nie, moet die werkgewer 'n aansoekvorm om 'n dienskaart in die vorm van Aanhangsel D invul.

(2) Indien die dienskontrak gedurende of na afloop van die proeftydperk ingevolge klousule 14 (1) (e) bekragtig word, moet die werkgewer onmiddellik by sodanige bekragtiging die naam

(6) In the event of a paid holiday falling on a Saturday or a Sunday, the employer shall grant to each of his employees the following Monday as a paid holiday.

(7) For the purposes of this clause "day's pay" means one-fifth of the weekly wage.

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 purposes 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 prescribed period of notice;

(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 be deemed to be a trial period (unless otherwise stated in a written agreement), 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 pay-day of the month following that in which 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 the unexpired portion of such notice period.

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

(a) 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 produced on the employee's return to work;

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

(b) approaching confinement: Provided that the employee returns not later than two months after the date of confinement. Such employee shall, subject to clause 13 (1) (a) of this Agreement, be granted unpaid leave of absence for a period of four weeks before and eight weeks after the date of confinement.

15. PREMIUMS

No premiums 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.

16. TOOLS

(1) Every employer may, at the request of his employees, supply scissors for the purpose of their employment at the price paid therefor by the employer.

(2) The cost of the 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.

17. EXISTING CONTRACTS

Any contracts 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.

18. ENGAGEMENT, TRANSFER AND TERMINATION FORMS

(1) An employer shall on 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 C. In the case of an employee who does not possess a service card, the employer shall fill in application for service card form as per Annexure D.

(2) If during, or on 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 on the

van sy fabriek, beroep van werknemer en aanvangsdatum van diens op die dienskaart of aansoekvorm invul en die kaart binne sewe dae na indienneming soos in subklousule (4) van hierdie klousule bepaal, aan die Sekretaris van die Raad stuur.

(3) Die Raad moet die nodige inligting uit die dienskaart haal en dit so gou moontlik aan die werkgewer terugstuur. In die geval van 'n aansoekvorm, reik die Raad 'n dienskaart uit ten opsigte van die nuwe toetreders tot die Nywerheid en stuur dit aan die werkgewer. Die werkgewer moet die dienskaart behou totdat sy werknemer sy diens verlaat.

(4) Wanneer die werkgewer sy werknemer ingevolge klousule 4 (2) na 'n ander graad oorplaas, moet hy binne 14 dae vanaf die oorplasingdatum 'n oorplasingvorm in die vorm van Aanhangsel A invul en dit aan die Raad stuur. Die Raad moet die werkgewer so gou moontlik verwittig van ontvangs van sodanige kennisgewing van oorplasing.

(5) By diensbeëindiging van 'n werknemer, uitgesonderd ingevolge klousule 14 (1) (e), moet 'n werkgewer die werknemer van sy dienskaart, behoorlik deur die werkgewer ingevul, voorsien; dit moet die graad of grade waarin die werknemer by die firma in diens was, die totale weekloon wat vóór diensbeëindiging betaal is en die datum van diensbeëindiging meld.

19. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raads weens 'n persoon se ouderdom, swaakheid of 'n ander afdoende rede vrystelling aan of ten opsigte van hom verleen van enige van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarvoor dit van krag is, vaststel en kan na skriftelike kennisgewing van een week aan die betrokke persoon sodanige vrystelling intrek, afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen wat ooreenkomsstig hierdie klousule vrystel, 'n sertifikaat uitreik wat deur hom onderteken is en die volgende meld:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
 - (c) die voorwaardes, vasgestel ooreenkomsstig subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen is; 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) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die sertifikaat aan sowel die werkgewer as die betrokke werknemer stuur.

(5) Elke werkgewer en werknemer moet die bepalings nakom van alle sertifikate wat ingevolge hierdie klousule uitgereik is.

20. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word op die volgende manier verskaf:

(1) Elke werkgewer moet op die betaaldag van elke week en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, 8c 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 mag word nie van die loon van 'n werknemer wat minder as drie dae gewerk het in die week waarin die bedrae afgetrek moet word: Voorts met dien verstande dat geen bedrae van die vakansiebesoldiging wat aan elke werknemer betaal word wanneer die bedryfsinrigting ingevolge klousule 13 (1) van hierdie Ooreenkoms sluit, afgetrek mag word nie.

(2) (a) Die werkgewer moet die volle bedrae aldus afgetrek, saam met 'n gelyke bedrag wat hy moet bydra, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur binne sewe dae na die einde van die maand waarin die aftrekkings verskuldig word, en dit moet vergesel gaan van 'n ingevulde kopie van Aanhangsels E en F in die geval van werkgewers in die landdrosdistrikte Kroonstad, Bloemfontein, Frankfort en Parys, en Aanhangsels Ei en Fi, in die geval van die landdrosdistrik Kimberley.

(b) Wanneer 'n werkgewer versuim het om bydraes van die lone van lede af te trek, word hy nie toegelaat om agterstallige bydraes af te trek nie maar moet hy sodanige bydraes self betaal.

21. MEDIESE HULPVERENIGING

(1) Hierby word die mediese hulpvereniging voortgesit wat as die Mediese Hulpvereniging van die Klerasiennywerheid, Oranje-Vrystaat en Noord-Kaapland, bekend staan en wat in hierdie klousule die "Vereniging" genoem word,

service card or application form, the name of his factory, occupation of employee, date of commencement of employment, and send the card to the Secretary of the Council, within seven days of engagement as provided in subclause (4) of this clause.

(3) The Council shall extract such information as may be required from the service card, and return it to the employer with the least possible delay. In the case of an application form, the Council shall issue a service card in respect of the new entrant to the Industry and forward it to the employer. The employer shall retain the service card until his employee leaves his employ.

(4) Whenever an employer transfers his employee to another grade, in terms of clause 4 (2), he shall, within 14 days from the date of transfer, complete a transfer form as per Annexure A and forward it to the Council. The Council shall, with the least possible delay, acknowledge such transfer to the employer.

(5) On termination of service of an employee, except in terms of clause 14 (1) (e), an employer shall supply the employee with his service card, duly completed by the employer, stating the grade or grades in which the employee was employed by the firm, the total weekly wage paid prior to termination and the date of termination.

19. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, on account of old age, 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 both the employer and the employee concerned.

(5) Every employer and employee shall observe the provisions of any licence issued in terms of this 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 every pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct 8c 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 three days in the week in which the deductions fall due: Provided further that no deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of clause 13 (1) of this Agreement.

(2) (a) The employer shall forward the total amounts so deducted together with an equal amount to be contributed by him, to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, which shall be within seven days from the end of the month in which the deductions fall due and be accompanied by a completed copy of Annexures E, and F, in the case of employers in the Magisterial Districts of Kroonstad, Bloemfontein, Frankfort and Parys, and Annexures Ei and Fi in the case of the Magisterial District of Kimberley.

(b) Where an employer has failed to deduct contributions from the wages of employees, he shall not be permitted to deduct arrears contributions but shall make good these contributions himself.

21. MEDICAL BENEFIT SOCIETY

(1) There is hereby continued a medical benefit society, known as the Orange Free State and Northern Cape Clothing Industry Medical Benefit Society, in this clause referred to as "the Society".

(2) (a) Elke werkgewer in die landdrosdistrikte Parys, Bloemfontein, Kroonstad en Frankfort moet op die betaaldag van elke week die bedrae soos in paragraaf (b) van hierdie subklousule uiteengesit, aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en ten opsigte van sodanige werknemers die bedrae in paragraaf (c) van hierdie subklousule uiteengesit daarby voeg: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as drie dae gewerk het in die week waarin die bedrae afgetrek moet word nie: Voorts met dien verstande dat geen bedrae van die vakansiebesoldiging wat aan elke werknemer betaal word wanneer die bedryfsinrigting ingevolge klousule 13 (1) van hierdie Ooreenkoms sluit, afgetrek mag word nie.

(b) Die bedrae wat deur die werkgewers ooreenkomstig paragraaf (a) afgetrek moet word, is soos volg:

	<i>Sent</i>
(i) Werknemers wat 'n weekloon van hoogstens R14,99 ontvang.....	25
(ii) Werknemers wat 'n weekloon van meer as R14,99 maar hoogstens R24,99 ontvang.....	35
(iii) Werknemers wat 'n weekloon van meer as R24,99 maar hoogstens R49,99 ontvang.....	50
(iv) Werknemers wat 'n weekloon van R50 of meer ontvang 100	

(c) By die totale bedrag wat aldus ingevolge paragraaf (b) van hierdie subklousule afgetrek word, moet elke werkgewer 'n gelyke bedrag voeg.

(d) Die totale bedrae in paragrawe (b) en (c) van hierdie subklousule genoem moet binne sewe dae na die einde van die maand waarin die bedrae afgetrek moes word, saam met 'n staat in die vorm van Aanhangsels E en F van hierdie Ooreenkoms, deur die werkgewer aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, gestuur word.

(e) Wanneer 'n werkgewer versuim het om bydraes van die lone van lede af te trek, word hy nie toegelaat om agterstallige bydraes af te trek nie maar moet hy sodanige bydraes self betaal.

(3) Die fondse van die Vereniging moet, behoudens hierdie klousule, aangewend word om mediese behandeling en siektebesoldiging in geval van siekte aan lede van die Vereniging te verskaf, en dit word geadmistreer deur 'n Bestuurskomitee wat deur die Raad aangestel is en bestaan uit twee verteenwoordigers van die werkgewersorganisasie en twee verteenwoordigers van die vakvereniging.

(4) Al die geld wat die Fonds ontvang, moet gestort word in 'n bankrekening wat deur die Raad geopen moet word op naam van die Vereniging: Met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging kan verleen dat surplus fondse ingevolge artikel 21 (3) van die Wet belê word.

(5) 'n Openbare rekenmeester, deur die Nywerheidsraad aangestel, moet jaarliks voor of gedurende Junie elke jaar die rekenings van die Vereniging auditeer. Die geauditeerde staat en balansstaat moet daarna ter insae op die kantoor van die Nywerheidsraad lê en afskrifte moet aan die Sekretaris van Arbeid, die Orange Free State and Northern Cape Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(6) (a) Alle werknemers in die landdrosdistrikte Parys, Bloemfontein, Kroonstad en Frankfort wat deur hierdie Ooreenkoms gedek word, kom in aanmerking vir lidmaatskap van die Vereniging.

(b) Lidmaatskap van die Vereniging word beëindig wanneer 'n lid die Nywerheid verlaat: Met dien verstande egter dat lidmaatskap vir nog 13 weke voortduur in die geval van werklose lede wat behoorlik by die Werkverskaffingsburo van die Werkloosheidsversekeringsfonds geregistreer is: Voorts met dien verstande dat iemand wat die Nywerheid verlaat het of langer as 13 agtereenvolgende weke werkloos was, geag word, nadat hy 13 bydraes betaal het nadat hy na die Nywerheid teruggekeer het, ononderbroke lidmaatskap van die Vereniging te gehad het, en op bystand op daardie grondslag geregig is.

(c) Die Vereniging kan aan werknemers lidmaatskapkaarte uitreik in die vorm van Aanhangsel I. By ontvangs van sodanige kaart is lede verplig om sodanige kaart te toon voordat 'n mediese praktisyn hulle behandel.

(7) (a) Alle lede is geregig op die volgende bystand:

(i) Die dienste van en medisyne voorgeskryf deur 'n algemene mediese praktisyn, deur die Vereniging aangestel, by hoogstens ses geleenthede in enige bepaalde kalenderjaar: Met dien verstande dat die Vereniging nie vir daarde gedeelte van die konsultasiegeld wat meer is as dié uiteengesit in die tarief van gelde gepubliseer ingevolge die Wet op Mediese Skemas, 1967, aanspreeklik is nie;

(2) (a) Every employer in the Magisterial Districts of Parys, Bloemfontein, Kroonstad and Frankfort shall, on the pay-day of each week, deduct the amounts as set out in paragraph (b) of this subclause from the wage of each of his employees for whom minimum wages are prescribed in this Agreement and shall contribute the amounts in respect of such employees as set out in paragraph (c) of this subclause: Provided that no deduction shall be made from the wages of an employee who has worked for less than three days in the week in which the deductions fall due: Provided further that no deductions shall be made from the holiday pay paid to each employee when the establishment closes in terms of clause 13 (1) of this Agreement.

(b) The amounts to be deducted by employers in terms of paragraph (a) shall be as follows:

	<i>Cents</i>
(i) Employees in receipt of a weekly wage up to and including R14,99.....	25
(ii) Employees in receipt of a weekly wage in excess of R14,99 and up to and including R24,99.....	35
(iii) Employees in receipt of a weekly wage in excess of R24,99 and up to and including R49,99.....	50
(iv) Employees in receipt of a weekly wage of R50 or more..	100

(c) To the aggregate amount so deducted under paragraph (b) an equal amount shall be contributed by the employer.

(d) The total amounts under paragraphs (b) and (c) of this subclause shall, within seven days from the end of the month in which the deductions fall due, be forwarded by the employer to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, together with a statement in the form of Annexures E and F of this Agreement.

(e) Where an employer has failed to deduct contributions from the wages of employees, he shall not be permitted to deduct arrears contributions but shall make good these contributions himself.

(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 sick pay in case of illness and shall be administered by a Management Committee appointed by the Council and consisting of two representatives of the employers' organisation and two representatives of the trade union.

(4) All moneys received by the Society shall be deposited to a banking account which shall be opened by the Council in the name of the Society: Provided that the Management Committee may from time to time authorise investment of surplus funds in terms of section 21 (3) of the Act.

(5) A public accountant appointed by the Industrial Council shall audit the accounts of the Society annually, but not later than June of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies shall be transmitted to the Secretary for Labour, the Orange Free State and Northern Cape Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(6) (a) All employees covered by this Agreement in the Magisterial Districts of Parys, Bloemfontein, Kroonstad and Frankfort are eligible for membership of the Society.

(b) A person shall cease to be a member of the Society upon leaving the Industry: Provided, however, that membership shall continue for 13 weeks in the case of unemployed members duly registered at the Employment Bureau of the Unemployment Insurance Fund: Provided further that a person who has left the Industry or has been unemployed for more than 13 consecutive weeks, shall after paying 13 contributions on returning to the Industry, be deemed to have had continuous membership of the Society and shall be entitled to benefits on that basis.

(c) The Society may issue employees with membership cards in the form of Annexure I. Upon receipt of such cards members shall be obliged to produce such cards before receiving attention from a medical practitioner.

(7) (a) All members shall be entitled to the following benefits:

(i) The services of and medicines prescribed by a general medical practitioner, appointed by the Society, on not more than six occasions in any one calendar year: Provided that the Society shall not be liable in respect of that portion of the consultation fee which is in excess of that specified in the tariff of fees published in terms of the Medical Schemes Act, 1967;

(ii) siekebesoldiging word, by voorlegging van 'n doktersertifikaat, na siekte wat minstens twee agtereenvolgende werkdade duur, op die volgende grondslag aan 'n lid betaal:

(aa) Gedurende die eerste 12 agtereenvolgende maande diens is 'n werknemer met 'n werkweek van vyf dae net geregtig op siekteverlof van een werkdag met volle besoldiging vir elke voltooid tydsperk van vyf weke diens, en in die geval van alle ander werknemers op een dag siekteverlof met volle besoldiging vir elke voltooid maand diens;

(ab) na voltooiing van 12 agtereenvolgende maande diens is 'n werknemer geregtig op siekteverlof van 10 werkdade met volle besoldiging per jaar;

(ac) na die siekebesoldiging in subparagraaf (ii) hierbo gemeld, is 'n werknemer geregtig op die helfte van sy besoldiging vir 'n verdere tydsperk van siekte. Met dien verstande dat die maksimum bedrag wat betaal word hoogstens R8 per week mag wees en dat die totale tydsperk van afwesigheid met siekteverlof hoogstens agt weke in 'n bepaalde jaar mag beloop.

(b) Die Vereniging is nie vir die koste van voorbehoedsmiddels of verslankingsmiddels verantwoordelik nie.

(8) 'n Afskrif van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word en een afskrif van genoemde reëls en wysigings daarvan moet deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien word.

(9) Uitbetalings deur die Vereniging moet gestaak word wanneer die bedrag in die krediet van die Vereniging tot minder as R100 daal.

(10) As hierdie Ooreenkoms met verloop van tyd verstryk of om 'n ander rede verval, moet die Bestuurskomitee voortgaan om die Vereniging te administreer en as 'n daaropvolgende ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak nie binne een jaar na verstryking van hierdie Ooreenkoms aangegaan word nie, of as die Fonds nie binne sodanige tydsperk oorgeleë word na 'n fonds wat vir dieselfde of 'n dergelike doel ingestel is nie, moet die Bestuurskomitee die Fonds likwideer.

(11) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydsperk waarin hierdie Ooreenkoms ooreenkomstig artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee, behoudens die goedkeuring van die Registrateur, ingevolge die eerste voorbehoedsbepaling van genoemde artikel, nog die Vereniging administreer en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan vir sodanige doel te wees. Met dien verstande egter dat enige vakature in die Komitee deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal verteenwoordigers van die werkgewers en die werknemers en van hul plaasvervangers in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Vereniging na die mening van die Registrateur 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 het vir sodanige doel al die bevoegdhede van die Komitee. As daar by verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Vereniging deur die Komitee of die trustees, na gelang van die geval, gelikwideer word op die manier voorgeskryf in subklousule (12) van hierdie klousule, en indien die sake van die Raad by sodanige verstryking alreeds gelikwideer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

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

22. UITTREKSELS UIT LOONREGISTERS

Elke werkgewer moet voor of gedurende die week na die eerste betaaldag in elke kwartaal afskrifte van sy loonregister ooreenkomstig Aanhangsel G in driefvoud stuur aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000.

23. SLAPTEBESOLDIGINGSFONDSE

(1) (a) Hierby word die fonds voortgesit wat bekend staan as die Slaptesbesoldigingsfonds vir die Klerasiennywerheid van die Oranje-Vrystaat en Noord-Kaapland, hierna die "Fonds" genoem, waarvan die administrasie by die Nywerheidsraad vir die Klerasiennywerheid, Oranje-Vrystaat en Noord-Kaapland, berus. Die doel met die Fonds is om bystand te betaal aan werknemers wat verdienste verloor as gevolg van korttyd ingevolge klousule 6 van hierdie Ooreenkoms. Bystand word betaal

(ii) sick pay shall be paid to a member after an illness of not less than two consecutive working days and on production of a medical certificate, on the following basis:

(aa) During the first 12 consecutive months of employment, an employee who works a five-day week shall only be entitled to one working day's sick leave on full pay, in respect of each completed period of five weeks of employment, and in the case of every other employee one working day's sick leave on full pay in respect of each completed month of employment;

(ab) after completion of 12 consecutive months of employment, an employee shall be entitled to 10 working days' sick leave per annum on full pay;

(ac) following the sick pay specified in subparagraph (ii) above, an employee shall be entitled to half pay for any further period of illness: Provided that the maximum amount paid is not more than R8 per week and the total period of absence on sick leave does not exceed a period of eight weeks in any one year.

(b) The Society is not responsible for contraceptives and slimming preparations.

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

(9) The disbursements from the Society shall cease whenever the amount to the credit of the Society falls below R100.

(10) Upon expiry of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered by the Management Committee and in the event of a subsequent agreement providing for the continuation of the Fund, not being negotiated within one year from the date of expiry of this Agreement, or the Fund not being transferred within such period to a fund constituted for the same or similar purpose, the Fund shall be liquidated by the Management Committee.

(11) 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 Management Committee shall, subject to the approval of the Registrar in terms of the first proviso to the said section, 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 to 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 upon expiry of this Agreement, the Society shall be liquidated by the Committee or trustees, as the case may be, in the manner set forth in subclause (12) of this clause, and if upon such expiry 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.

(12) Upon liquidation of the Society in terms of subclause (10) 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 general funds of the Council.

22. EXTRACTS FROM WAGE REGISTERS

Every employer shall forward to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, copies, in triplicate, of his wage register as per Annexure G, not later than one week after the first pay-day in every quarter.

23. SLACK PAY FUND

(1) (a) There is hereby continued a fund known as the Orange Free State and Northern Cape Clothing Industry Slack Pay Fund, hereinafter referred to as the "Fund", the administration of which shall be vested in the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape. The purpose of the Fund shall be the payment of benefits to employees who lose earnings as a result of being on short-time in terms of clause 6 of this Agreement. Benefits shall be paid at the rates and under the

teen die skale en op die voorwaardes in subklousule (3) van hierdie Ooreenkoms voorgeskryf. Die Raad kan reëls vir die administrasie van die Fonds opstel en 'n kopie van die reëls en alle wysigings daarvan moet binne twee weke vanaf die aanname daarvan by die Sekretaris van Arbeid ingedien word. Die reëls van die Fonds kan te eniger tyd deur die Raad gewysig word. Die reëls of alle wysigings daarvan, mag nie met die bepalings van die Ooreenkoms of 'n Wet onbestaanbaar wees nie.

(b) Die Fonds bestaan uit—

(i) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;

(ii) rente verkry uit die belegging van geld van die Fonds;

(iii) alle ander fondse waarop die Fonds geregtig word.

(2) (a) Elke werkgewer moet met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, elke week op betaaldag die bedrae hieronder gemeld, aftrek van die loon van elkeen van sy werknemers vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word, en 'n bedrag wat daaraan gelyk is, ten opsigte van sodanige werknemers bydra: Met dien verstande dat daar in die geval van 'n werknemer wat in die week waarin die aftrekking verskuldig word, minder as drie dae gewerk het, geen bedrag afgetrek mag word nie:

(i) Op elke betaaldag moet 4c afgetrek word van die loon van elke werknemer wie se weekloon minder as R11,50 is.

(ii) Op elke betaaldag moet 7c afgetrek word van die loon van elke werknemer wie se weekloon R11,50 of meer is.

(iii) Die werkgewer moet binne sewe dae na die einde van die maand waarin die aftrekkings verskuldig word, die totale bedrae ingevolge paragrawe (i) en (ii) afgetrek, saam met 'n bedrag wat daaraan gelyk is en deur hom bygedra word, asook 'n opgaaf in die vorm van Aanhangsels E en F of Ei en Fi van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, stuur.

(b) Wanneer 'n werkgewer versuim het om bydraes van die lone van lede af te trek, word hy nie toegelaat om agterstallige bydraes af te trek nie maar moet hy sodanige bydraes self betaal.

(3) (a) Behoudens klousule 6 (4) van die Ooreenkoms en die bepalings van hierdie klousule, word bystand ooreenkomstig hierdie Ooreenkoms soos volg betaal aan werknemers wat op korttydwerk geplaas word:

Na betaling van 13 weeklikse bydraes, die helfte van die totale weekloon, miets die maksimum bedrag wat betaal word hoogstens R6 per week is.

(b) Behoudens paragraaf (c), word slaptbesoldiging met ingang van die eerste dag waarop korttyd gewerk word, betaal vir elke voltooië vyf werkdag korttyd wat in 'n tydperk van drie agtereenvolgende maande gewerk word: Met dien verstande dat korttyd van minder as een volle dag nie by die berekening van bystand ooreenkomstig hierdie klousule as korttyd gereken word nie.

(c) 'n Werknemer is vir 'n maksimum van 30 dae in 'n kalenderjaar op bystand geregtig.

(4) (a) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. Opvragings uit die Fonds geskied per tjek onderteken deur 'n persoon of persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig word. Alle geld wat nie vir lopende betalings nodig is nie, moet in ooreenstemming met artikel 21 (3) van die Wet op Nywerheidsversoening, 1956, belê word.

(b) Die Raad moet 'n openbare rekenmeester as ouditeur aanstel wie se besoldiging uit die Fonds betaal moet word. Die rekenings moet jaarliks vir die tydperk van 'n jaar wat eindig op 30 Junie, geouditeer word. Daarna moet die geouditeerde staat en balansstaat op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Orange Free State and Northern Cape Clothing Manufacturers' Association en die vakvereniging gestuur word.

(c) Uitbetalings deur die Vereniging moet gestaak word wanneer die bedrag in die krediet van die Vereniging tot minder as R100 daal.

(5) (a) Ingeval hierdie Ooreenkoms of enige verlenging of hernuwing daarvan verstryk en 'n ander ooreenkoms om die Fonds voort te sit, nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie, of indien die Fonds nie binne sodanige tydperk deur die Raad oorgedra word nie na 'n ander fonds wat ingestel is vir dieselfde of 'n soortgelyke doel as dié waarvoor die oorspronklike Fonds in die lewe geroep is, moet die Fonds gelikwider word soos in subklousule 5 (c) en (d) van hierdie klousule bepaal. Gedurende sodanige tydperk van 12 maande, of tot tyd en wyl dit na 'n ander fonds hierbo genoem, oorgedra word, moet die Fonds deur die Raad geadministreer word.

(b) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, ontbind word of ophou om te funksioneer, kan die Registrateur op grondslag van gelyke verteenwoordiging van albei partye

conditions set out in subclause (3) of this clause. The Council may draft rules for the administration of the Fund and a copy of such rules and any amendments thereto shall be lodged with the Secretary for Labour within two weeks of the adoption thereof. The rules of the Fund may be amended at any time by the Council. The rules or any amendment thereof shall not be inconsistent with the provisions of the Agreement or any Act.

(b) The Fund shall consist of—

(i) contributions paid into the Fund in accordance with the provisions of this clause;

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

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

(2) (a) 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 of his employees for whom wages are prescribed in this Agreement and contribute an equal amount in respect of such employees as are set out hereunder: Provided that no deductions shall be made from the wages of an employee who has worked for less than three days in the week in which deductions fall due:

(i) Each employee whose weekly wage is less than R11,50 shall on each pay-day have 4c deducted from his wages.

(ii) Each employee whose weekly wage is R11,50 or more shall on each pay-day have 7c deducted from his wages.

(iii) The employer shall forward the total amounts deducted under paragraphs (i) and (ii) together with an equal amount which shall be contributed by him and a statement in the form of Annexures E and F or Ei and Fi of this Agreement, to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within seven days of the end of the month, in which the deductions fall due.

(b) Where an employer has failed to deduct contributions from the wages of employees, he shall not be permitted to deduct arrear contributions but shall make good these contributions himself.

(3) (a) Subject to the provisions of this clause and clause 6 (4) benefits shall be paid to employees put off on short-time in accordance with the provisions of this Agreement as follows:

After payment of 13 weekly contributions, half of the total weekly wage, providing that the maximum amount paid shall not be more than R6 per week.

(b) Subject to the provisions of paragraph (c) slack pay will be paid for each complete five working days of short-time which have been worked in any period of three consecutive months, commencing from the first day of which short-time has been worked: Provided that periods of short-time of less than one complete day shall not be reckoned as short-time for the calculation of benefit payments in terms of this clause.

(c) An employee shall be entitled to benefits for a maximum of 30 working days in any calendar year.

(4) (a) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. Withdrawals from the Fund shall be by cheque signed by such person or 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 any manner which is in accordance with section 21 (3) of the Industrial Conciliation Act, 1956.

(b) 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 30 June. The audited statement and balance sheets 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 Orange Free State and Northern Cape Clothing Manufacturers' Association and the trade union.

(c) The disbursements from the Society shall cease whenever the amount to the credit of the Society falls below R100.

(5) (a) In the event of the expiry of this Agreement or any extension or renewal thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same or a similar purpose as that for which the original Fund was created, the Fund shall be liquidated as provided for in subclause 5 (c) and (d) of this clause. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Council.

(b) 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 Registrar may appoint a committee from employers and employees

'n komitee uit die geledere van werkgewers en werknemers in die Nywerheid aanstel, en sodanige komitee moet voortgaan om die Fonds te administreer. Vakatures wat in die komitee ontstaan kan deur die Nywerheidsregistrator uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat die getal werkgewer- en werknemerverteenwoordigers in die komitee ewe groot is. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom 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 die komitee uit te voer, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdhede van die komitee. As daar by verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Fonds gelikwider word deur die komitee wat kragtens hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, op die wyse in paragraaf (c) van hierdie klousule vermeld, en indien die sake van die komitee by die verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitgemaak het.

(c) By likwidasië van die Fonds ingevolge paragraaf (b) van hierdie klousule, moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

(d) Alle administrasie- en likwidasiëkoste van die Fonds moet teen die Fonds in rekening gebring word.

24. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Geen werkgewer, wat lid van die werkgewersorganisasie is, mag iemand wat nie lid van 'n vakvereniging is, in diens neem nie: Met dien verstande dat 'n persoon wat, deur weiering van lidmaatskap nadelig geraak word of geraak sal word, sy saak voor die Raad kan stel, wat kan verklaar dat, ondanks sodanige weiering, hierdie klousule nie mag verhinder dat hy deur 'n werkgewer wat 'n party by hierdie Ooreenkoms is, in diens geneem word nie.

(2) Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika nie: Met dien verstande dat, as 'n immigrant te eniger tyd ná die eerste drie maande diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

(3) Hierdie klousule is ook nie van toepassing op die indiensneming in die Nywerheid van iemand wat na die mening van die Minister, grondige rede het om te weier om lid van die vakvereniging te word of lid te bly nie, en is ook nie van toepassing nie op 'n werknemer wat, na die mening van die Minister, nie belet moet word om in die Nywerheid te werk nie vanweë die feit dat hy as lid van die vakvereniging geskors of uitgesluit is.

25. ORGANISASIE VAN WERKNEMERS

(1) Elke werkgewer moet enigeen wat skriftelik deur die vakvereniging en die Raad daartoe gemagtig is, toelaat om sy bedryfsinrigting van tyd tot tyd gedurende die etensuur binne te gaan met die doel om—

- (a) werknemers oor sake rakende die vakvereniging te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, op te plak en te versprei;
- (d) lede se bydraes tot die vakvereniging in te vorder.

(2) Die gemagtigde persoon of persone moet die werkgewer of sy verteenwoordiger van sy voorneme om die bedryfsinrigting te besoek, in kennis stel.

26. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om hom te help om uitvoering aan hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om die navrae te doen en die persone te ondervra wat vir sy doel nodig is.

27. JAARLIKSE X-STRAALDIENS

'n Werkgewer moet in medewerking met die Nywerheidsraad reëlings tref dat elke werknemer elke jaar 'n X-straalondersoek vir tuberkulose ondergaan teen 'n koste, vir die werkgewer, van hoogstens 50c per werknemer.

28. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die leeftyd van 15 jaar mag in die Klerasie-nywerheid in diens geneem word nie.

in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representative on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. If there is no Council in existence upon expiry of this Agreement, the Fund shall be liquidated by the committee functioning in terms of this subclause or the trustee or trustees as the case may be in the manner set forth in paragraph (c) of this clause and if upon expiry of the Agreement, the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Fund in terms of paragraph (b) of this 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 general funds of the Council.

(d) All costs of administration and liquidation of the Fund shall be a charge upon the Fund.

24. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employers' organisation shall employ any person who is not a member of the trade union: 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 being employed by an employer who is a party to this Agreement.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has, at any time after the first three months from the commencement of his employment in the Industry, refused an invitation from the trade union concerned to apply for membership of it, the provisions of this clause shall immediately come into operation.

(3) This clause shall also not apply to the employment in the Industry of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union, nor to an employee who, in the opinion of the Minister, should not be debarred from working in the Industry owing to being suspended or expelled from membership of the trade union.

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 lunch 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 representative of his or her intention to visit the establishment.

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.

27. ANNUAL X-RAY SERVICE

An employer shall, at a cost to the employer of an amount not exceeding 50c per employee, arrange with the Industrial Council for each employee to be X-rayed for tuberculosis each year.

28. EMPLOYMENT OF MINORS

No person under the age of 15 years shall be employed in the Clothing Industry.

29. VERTONING VAN OOREENKOMS

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

KLOUSULE 30.—OORPAKKE

(1) 'n Werkgever moet aan elkeen van sy vroulike werknemers twee nuwe oorpakke uitreik binne vier weke nadat sy begin werk het en moet, met ingang van 1 Januarie 1977, elke 18 maande voor of op 1 Januarie of 1 Julie, na gelang van die geval, twee nuwe oorpakke aan elke vroulike werknemer in sy diens uitreik.

'n Werknemer aan wie sodanige oorpakke hierkragtig 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 werkgever sy oorpakke kan laat was en stryk en die reg aan 'n werknemer kan intrek om sulke oorpakke weg te neem van die bedryfsinrigting af 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 werkgever 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) Eienaarskap van enige oorpak wat aan 'n vroulike werknemer uitgereik is, moet oorgaan op so 'n vroulike werknemer 12 maande na die datum van uitreiking van sodanige oorpak.

(3) 'n Werkgever is geregtig om die volgende bedrae ten opsigte van oorpakke af te trek van 'n werknemer wie se diens beëindig word:

(i) R2,50 per oorpak indien die werknemer se diens beëindig word binne die eerste ses maande na die datum van uitreiking van so 'n oorpak;

(ii) R1,50 per oorpak indien die werknemer se diens beëindig word binne sewe tot 12 maande na die datum van uitreiking van so 'n oorpak.

31. WAARBORG VIR WERKNEMERS SE VERDIENSTE

Elke werkgever moet binne twee maande na die datum van publikasie van die Ooreenkoms of binne twee maande na die stigting van 'n nuwe fabriek 'n waarborg gee wat vir die Raad aanvaarbaar is, wat sy verpligtinge dek teenoor sy werknemers ten opsigte van lone en vakansiebesoldiging wat aan sy werknemers verskuldig is aan die einde van elke jaar of ingeval die fabriek te eniger tyd sluit weens die insolvensie van die werkgever of andersins: Met dien verstande dat die waarborg wat aldus gegee word, net drie weke se loon vir elke werknemer in sy diens hoef te dek.

32. VOORSORGFONDS

(1) Die Voorsorgfonds vir die Klerasienerwerheid van die Oranje-Vrystaat en Noord-Kaapland (in hierdie klousule die "Fonds" genoem), wat voorheen bekend gestaan het as die Voorsorgfonds vir die Klerasienerwerheid (Kimberley), word hierby voortgesit.

Die doel met die Fonds is om bystand aan die werknemers te betaal soos in subklousules (6) en (8) van hierdie klousule bepaal.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge subklousule (5) van hierdie klousule aan die Fonds betaal word;

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

(c) alle ander bedrae waarop die Fonds geregtig word of wat aan die Fonds geskenk word;

(d) alle geld wat deur die Raad in trust gehou was vir die doeleindes van die Fonds.

(3) *Administrasie van die Fonds.*—(a) Die administrasie van die Fonds berus by 'n Administratiewe Komitee bestaande uit drie werkgewersverteenwoordigers en drie werknemersverteenwoordigers deur die onderskeie partye benoem en deur die Raad aangestel. 'n Plaasvervanger moet vir elke verteenwoordiger aangestel word.

(b) Twee werkgewersverteenwoordigers en twee werknemersverteenwoordigers wat in die Administratiewe Komitee dien, vorm 'n kworum en alle sake word deur 'n meerderheidstem beslis.

(c) Die Administratiewe Komitee kies jaarliks vanuit sy geledere 'n voorsitter wat oor 'n gewone stem beskik en die amp vir 'n tydperk van een jaar beklee. Die voorsitter is herkiesbaar.

(d) Alle administrasiekoste word teen die Fonds in rekening gebring.

29. EXHIBITION OF AGREEMENT

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

CLAUSE 30.—OVERALLS

(1) An employer shall issue within four weeks of the commencement of employment of a female employee, two new overalls to such female employee and shall issue to each and every female employee in his employment two new overalls every 18 months on or before 1 January or 1 July, as the case may be, commencing from 1 January 1977.

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 so construed as 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) Ownership of any overall issued to any female employee shall be ceded to such female employee 12 months after the date of issue of such overall.

(3) The employer shall be entitled to deduct the following amounts in respect of overalls from an employee on termination of her employment:

(i) R2,50 per overall if such termination occurs within six months after the date of issue of overalls;

(ii) R1,50 per overall if such termination occurs within seven to 12 months after the date of issue of the overalls.

31. SAFEGUARD OF WORKERS' EARNINGS

Every employer shall within two months of the date of publication of the Agreement or within two months of the establishment of a new factory, give a guarantee, acceptable to the Council covering his liabilities to his employees, in respect of wages and holiday pay due to his employees at the end of each year or in the event of the factory closing down at any time owing to the insolvency or otherwise of the employer: Provided that the guarantee so given need not exceed an amount equal to three weeks' wages for each and every employee in his employ.

32. PROVIDENT FUND

(1) The Provident Fund for the Clothing Industry (O.F.S. and N. Cape) (in this clause referred to as the "Fund"), previously known as the Provident Fund for the Clothing Industry (Kimberley), is hereby continued.

The purpose of the Fund shall be the provision of benefits to employees as provided for in subclauses (6) and (8) of this clause.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in terms of subclause (5) of this clause;

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

(c) any other sums to which the Fund may become entitled or which may be donated to the Fund;

(d) any moneys held in trust by the Council for the purposes of the Fund.

(3) *Administration of the Fund.*—(a) The Administration of the Fund shall be vested in an Administrative Committee consisting of three employers' representatives and three employees' representatives appointed by the Council as nominated by the respective parties. For each representative an alternate shall be appointed.

(b) Two employers' representatives and two employees' representatives of the Administrative Committee shall constitute a quorum and all matters shall be determined by a majority vote.

(c) The Administrative Committee shall annually elect a chairman from amongst its members, who shall possess a deliberative vote and shall hold office for a period of one year. The chairman shall be eligible for re-election.

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

(e) Die Raad moet 'n openbare rekenmeester of openbare rekenmeesters aanstel en sy/hul besoldiging moet deur die Fonds betaal word. Die rekeninge van die Fonds moet jaarliks geouditeer word vir die jaarlikse tydperk wat op 30 Junie eindig. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad en op die kantoor van die Mediese Hulpvereniging van die Klerasiënwyerheid, Kimberley, ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Garment Workers' Union of South Africa en die Orange Free State and Northern Cape Clothing Manufacturers' Association gestuur word.

(f) Alle geld wat die Fonds ontvang, moet in die bankrekening van die Raad gestort word. Geld wat nodig is, moet uitbetaal word per tjek wat onderteken is deur die persone wat die tjeks van die Raad onderteken. Afsonderlike rekeninge moet in die Raad se boeke vir die Fonds gehou word.

(g) Alle geld wat nie vir onmiddellike uitgawes nodig is nie, moet na goedvinde van die Administratiewe Komitee op naam van die Fonds belê word op die wyse in artikel 21 (3) van die Wet op Nywerheidsversoening, 1956, uiteengesit.

(h) Die Administratiewe Komitee kan reëls opstel wat nie in stryd is met die bepalings van hierdie klousule nie en 'n afskrif daarvan, en van enige wysiging daarvan, moet aan die Sekretaris van Arbeid gestuur word.

(4) *Lidmaatskap.*—(a) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie daar in hierdie Ooreenkoms lone voorgeskryf word maar is nie verpligtend nie vir 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer is aan en 'n lid is van (of dit daarna word) 'n ander fonds wat op genoemde datum pensioen- of voorsorgbystand verskaf het, wat op genoemde datum reeds bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was, of vir die werkgewer van sodanige werknemer, slegs gedurende dié tydperk wat sodanige ander fonds funksioneer en sowel die werkgewer as die werknemer daaraan deelneem, as die bystand van dié ander fonds, na die mening van die Administratiewe Komitee, oor die algemeen minstens net so gunstig is as die bystand wat hierdie Fonds verskaf.

(b) Ondanks paragraaf (2) van hierdie subklousule, kan ander werknemers in diens van die werkgewer wat lede van die vakvereniging is en wat verkies om bydraers tot die Fonds te word, na goedvinde van die Administratiewe Komitee tot die Fonds bydra, en hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van sodanige werknemers en op die werkgewer van sodanige werknemers.

(5) *Bydraes.*—(a) Elke werkgewer moet op die betaaldag van elke week 'n bedrag van 25c aftrek van die loon van elke werknemer (hierna die "bydraer" genoem) op wie hierdie klousule van toepassing is en wat minstens 20 uur gewerk het in die week waarin die aftrekking verskuldig word en moet daarby 'n gelyke bedrag voeg wat die werkgewer se bydrae ten opsigte van sy werknemer is. Die totale bedrag aldus van die lone van sy werknemers afgetrek, tesame met die bedrag deur die werkgewer bygedra, moet binne sewe dae na die einde van die maand waarin die aftrekkings verskuldig word, aan die Sekretaris van die Raad, Posbus 4866, Johannesburg, 2000, gestuur word en dit moet vergesel gaan van 'n ingevulde opgawe in die vorm van Aanhangsels E en F of Aanhangsels Ei en Fi van hierdie Ooreenkoms, na gelang van die geval.

(b) Elke bydraer het die reg om groter bedrae by te dra as dié wat as 'n verpligte aftrekking in paragraaf (a) hierbo voorgeskryf word: Met dien verstande dat sodanige groter bedrae in veelvoute van 25c per week moet wees.

As 'n bydraer hierdie reg wil uitoefen, moet hy 'n aansoek in die vorm van Aanhangel H van hierdie Ooreenkoms, in tweevoud ingevul, aan sy werkgewer voorlê. Sy werkgewer moet by ontvangs van so 'n aansoek, met ingang van die datum in die aansoek vermeld, die nodige bedrag aftrek en die bykomende bedrag aldus afgetrek, tesame met die bedrae in paragraaf (a) hierbo vermeld, aan die Raad stuur.

Die werkgewer moet een kopie van die bydraer se aansoek aan die Sekretaris van die Raad stuur en moet die tweede kopie aan die werknemer se dienskaart (Aanhangel C van hierdie Ooreenkoms) heg.

(6) *Bystand.*—(a) Die minimum bystand wat betaal moet word aan 'n bydraer wat die Nywerheid verlaat is die totale bedrag deur sodanige bydraer bygedra, plus rente bereken soos in subklousule (7) bepaal, plus, in die geval van 'n bydraer wat—

(i) 49 of meer maar minder as 98 bydraes gemaak het, 'n bedrag gelyk aan 10 persent;

(ii) 98 of meer maar minder as 147 bydraes gemaak het, 'n bedrag gelyk aan 20 persent;

(e) The Council shall appoint a public accountant or accountants whose remuneration shall be paid by the Fund. The accounts shall be audited annually for the annual period ending 30 June. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and at the office of the Kimberley Medical Benefit Society and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Garment Workers' Union of South Africa, and the Orange Free State and Northern Cape Clothing Manufacturers' Association.

(f) All moneys received by the Fund shall be deposited in the banking account of the Council. Moneys required shall be paid out by cheques signed by the signatories who sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the Fund.

(g) Any moneys not required to meet current payments shall be invested in the name of the Fund in the manner set forth in section 21 (3) of the Industrial Conciliation Act, 1956, at the discretion of the Administrative Committee.

(h) The Administrative Committee may draft rules not inconsistent with the provisions of this clause and a copy thereof, and of any amendment thereto, shall be lodged with the Secretary for Labour.

(4) *Membership.*—(a) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in this Agreement but shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is, or thereafter becomes a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other Fund continues to operate and both employer and employee participate therein, if in the opinion of the Administrative Committee the benefits of such other Fund are, on the whole, not less favourable than the benefits provided by this Fund.

(b) Notwithstanding the provisions of paragraph (a) of this subclause other employees in the employ of the employer who are members of the trade union and who elect to become contributors may at the discretion of the Administrative Committee contribute to the Fund and the provisions of this clause shall *mutatis mutandis* apply in respect of such employees and the employer of such employees.

(5) *Contributions.*—(a) Every employer shall on the pay-day of each week deduct from the wage of each employee (hereinafter referred to as "contributor") to whom this clause applies and who has worked for at least 20 hours in the week in which the deduction fell due, an amount of 25c and shall add thereto an equal amount, being the employer's contribution in respect of his employee. The total amount so deducted from the wages of his employees together with the amount contributed by the employer shall be forwarded to the Secretary of the Council, P.O. Box 4866, Johannesburg, 2000, within seven days from the end of the month in which the deductions fall due, accompanied by a completed return in the form of Annexures E and F or Annexures Ei and Fi to this Agreement, as the case may be.

(b) Every contributor shall have the right to contribute higher amounts than those prescribed in paragraph (a) above: Provided that such higher amounts shall be in multiples of 25c per week.

Should any contributor wish to exercise this right, the contributor must submit to his employer an application in the form of Annexure H to this Agreement, completed in duplicate. His employer shall, on receipt of such application, commence from the date stated in the application to make the required deduction and shall forward the additional amount so deducted together with the amounts referred to in paragraph (a) above, to the Council.

The employer shall forward one copy of the application made by the contributor to the Secretary of the Council and shall attach the second copy to the employee's Service Card (Annexure C to this Agreement).

(6) *Benefits.*—(a) The minimum benefits which shall be paid to a contributor who leaves the Industry shall be the total amount contributed by such contributor plus interest calculated as provided for in subclause (7), plus, in the case of a contributor who has made—

(i) 49 or more but less than 98 contributions, an amount equal to 10 per cent;

(ii) 98 or more but less than 147 contributions, an amount equal to 20 per cent;

- (iii) 147 of meer maar minder as 196 bydraes gemaak het, 'n bedrag gelyk aan 30 persent;
- (iv) 196 of meer maar minder as 245 bydraes gemaak het, 'n bedrag gelyk aan 40 persent;
- (v) 245 of meer maar minder as 294 bydraes gemaak het, 'n bedrag gelyk aan 50 persent;
- (vi) 294 of meer maar minder as 343 bydraes gemaak het, 'n bedrag gelyk aan 60 persent;
- (vii) 343 of meer maar minder as 392 bydraes gemaak het, 'n bedrag gelyk aan 70 persent;
- (viii) 392 of meer maar minder as 441 bydraes gemaak het, 'n bedrag gelyk aan 80 persent;
- (ix) 441 of meer maar minder as 490 bydraes gemaak het, 'n bedrag gelyk aan 90 persent;
- (x) 490 of meer bydraes gemaak het, 'n bedrag gelyk aan 100 persent;

van die bedrag deur sy werkgever namens hom bygedra.

(b) Ondanks paragraaf (a) van hierdie subklousule moet 100 persent van die bedrag namens 'n lid deur sy werkgever inbetaal, betaal word aan die boedel van die afgestorwene of sy bevoordecdees.

(c) Ondanks paragraaf (a) van subklousule 6, moet 'n lid wat by die aanvang van die Fonds reeds 10 jaar diens in die Nywerheid het, beskou word as 'n bydraer wat reeds 490 bydraes gemaak het.

(7) *Rente*.—Die rentekoers wat ingevolge subklousule (6) betaal moet word, moet deur die Administratiewe Komitee vasgestel word, maar dit mag nie minder wees nie as die heersende koers wat deur die Poskantoor spaarrekenings betaal word: Met dien verstande dat—

- (a) geen rente 'n lid toeval nie voordat minstens een volle jaar met ingang van die datum van die eerste bydrae verstryk het;
- (b) rente nie vir 'n tydperk van minder as drie maande oploop nie;
- (c) rente net op volle rande oploop;
- (d) rente bereken word op 'n lid se eie bydrae tesame met die rente waarmee sy rekening voorheen gekrediteer was;
- (e) 'n lid se rekening jaarliks gekrediteer word met die rente wat aan die lid toeval.

(8) *Bykomende bystand*.—(a) Die Administratiewe Komitee kan van tyd tot tyd die bystand hierin vermeld, vermeerder deur 'n bonus te verklaar: Met dien verstande dat so 'n bonus slegs bepaal kan word nadat 'n openbare rekenmeester 'n ondersoek na die bates en laste van die Fonds ingestel het: Voorts met dien verstande dat so 'n bonus nie hoër mag wees nie as 'n bedrag wat deur sodanige rekenmeester aanbeveel word. Die lede se rekenings moet met sodanige bonus gekrediteer word en dit is aan so 'n lid betaalbaar terselfdertyd as en benewens die bystand in subklousule (6) hierbo voorgeskryf.

(b) Die Administratiewe Komitee kan na eie goeddunke en behoudens paragraaf (a) hierbo uit enige opgelope fondse bystand verhoog vir bydraers wat verplig is om die Klerasiywerheid permanent te verlaat weens swak gesondheid of ongeskiktheid, of kan spesiale bystand in die geval van die dood van 'n lid verleen.

(9) *Bystand mag nie gesedeer of afgestaan word nie*.—Bystand of die reg op bystand mag nie afgestaan of oorgedra of andersins gesedeer of verpand of verhipotekeer word nie, en geen bydraes deur of namens 'n lid mag in beslag geneem word of onderworpe wees aan enige vorm van uitwinning ingevolge die uitspraak of bevel van 'n geregshof nie, en as 'n lid probeer om bystand of die reg op bystand af te staan, oor te dra, of andersins te sedeer of te verpand of te verhipotekeer, kan betaling van bystand teruggehou, opgeskort of geheel en al gestaak word as die Administratiewe Komitee so besluit.

(10) *Oordrag van die Fonds*.—Ondanks andersluidende bepalings hierin vervat, kan die Raad die Fonds soos gestig, formeel ontbind en alle fondse, bates en laste van hierdie Fonds oordra na 'n ander fonds of vereniging wat ingestel is vir wesenlik dieselfde doel as dié waarvoor hierdie Fonds geskep is. As daar só besluit word, moet alle bedrae waarmee lede van die Fonds persoonlik gekrediteer is, oorgedra word na hul krediet in die nuwe fonds of vereniging en die bystand wat aan lede verskuldig is op die datum van sodanige oordrag mag geensins as gevolg van sodanige oordrag verminder word nie.

- (iii) 147 or more but less than 196 contributions, an amount equal to 30 per cent;
- (iv) 196 or more but less than 245 contributions, an amount equal to 40 per cent;
- (v) 245 or more but less than 294 contributions, an amount equal to 50 per cent;
- (vi) 294 or more but less than 343 contributions, an amount equal to 60 per cent;
- (vii) 343 or more but less than 392 contributions, an amount equal to 70 per cent;
- (viii) 392 or more but less than 441 contributions, an amount equal to 80 per cent;
- (ix) 441 or more but less than 490 contributions, an amount equal to 90 per cent;
- (x) 490 or more contributions, an amount equal to 100 per cent;

of the amount contributed on his behalf by his employer.

(b) Notwithstanding the provisions of paragraph (a) of this subclause, 100 per cent of the amount contributed on behalf of a member by his employer shall be paid to the estate of a deceased member, or his beneficiary/ies.

(c) Notwithstanding the provisions of paragraph (a) of subclause 6, a member who at the commencement of this Fund had completed 10 years' service in this Industry, shall be regarded as having been a contributor who has made 490 or more contributions.

(7) *Interest*.—The rate of interest to be paid in terms of subclause (6) shall be determined by the Administrative Committee but shall be not less than the current rate payable by the Post Office Open Savings Account; Provided that—

- (a) no interest shall accrue to a member before at least one full year has expired from the date of the first contribution;
- (b) interest shall not accrue for any period of less than three months;
- (c) interest shall accrue on completed rands only;
- (d) interest shall be calculated on a member's own contribution together with the interest previously credited to his account;
- (e) the interest accruing to members shall be credited to the members' accounts annually.

(8) *Additional benefits*.—(a) The Administrative Committee may, from time to time, increase the benefits stated herein by declaration of a bonus: 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 member's account and shall be payable to the member at the same time as and in addition to the benefits prescribed in subclause (6) above.

(b) The Administrative Committee may at its discretion, and subject to the provisions of paragraph (a) above, from any accumulated funds, augment benefits to contributors who are compelled to leave the Clothing Industry permanently on account of ill-health or incapacity, or may grant special benefits in the case of the death of a member.

(9) *Benefits not to be ceded or assigned*.—No benefit or the right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf, be liable to be attached or subject to any form of execution under the judgement or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the Administrative Committee so decides.

(10) *Transfer of the Fund*.—Notwithstanding anything to the contrary herein contained, the Council may formally dissolve the Fund as constituted and transfer to another fund or society duly constituted for substantially the same purpose for which this Fund was created, all funds, assets and liabilities of this Fund. In the event of such decision, all amounts standing to the credit of members of the Fund shall be transferred to their credit under the new fund or 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.

(11) *Ontbinding van die Fonds.*—(a) As die Raad ontbind word gedurende die geldigheidstermyn van hierdie Ooreenkoms of enige verlenging daarvan, moet bydraes tot die Fonds, ondanks andersluidende bepalings in hierdie Ooreenkoms, gestaak word vanaf die dag na die datum van publikasie van die kennisgewing van ontbinding van die Raad in die *Staatskoerant* ingevolge artikel 34 (2) van die Wet, en die Fonds moet geadminestreer word deur 'n komitee bestaande uit drie verteenwoordigers van die Orange Free State and Northern Cape Clothing Manufacturers' Association en drie Verteenwoordigers aangestel deur die Garment Workers' Union of South Africa. As sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom 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 die Komitee na te kom. Indien daar by die verstryking van hierdie Ooreenkoms weens tydsverloop of om enige ander rede geen raad bestaan nie, moet die Fonds deur die Komitee of trustee, na gelang van die geval, *mutatis mutandis* gelikwideer word asof die werknemers die Nywerheid verlaat het.

(b) As hierdie Ooreenkoms weens tydsverloop of om 'n ander rede verstryk, moet die Administratiewe Komitee voortgaan om die Fonds te administreer totdat dit ooreenkomstig subklousule (10) deur die Raad gelikwideer of na 'n ander fonds oorgedra word: Met dien verstande dat as geen nuwe ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne een jaar na verstryking van hierdie Ooreenkoms aangegaan word of die Fonds nie binne sodanige tydperk oorgedra word soos hierbo vermeld nie, die Fonds deur die Raad gelikwideer moet word op die wyse in paragraaf (a) van hierdie subklousule uiteengesit.

(12) *Likwidasie.*—As die Fonds ingevolge subklousule (11) van hierdie klousule gelikwideer en die geld betaal is wat ingevolge daardie subklousule aan lede verskuldig is, moet die geld wat in die Fonds se krediet bly na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, onder die oorblywende lede verdeel word op 'n pro rata-grondslag ooreenkomstig die duur van elkeen se lidmaatskap van die Fonds.

(13) *Betaling van bystand.*—(a) Elke bydraer moet, wanneer hy by die Fonds aansluit, 'n bevooroordeelde benoem en sy werkgewer van die adres van sodanige bevooroordeelde verwittig. Ingeval 'n bydraer sy bevooroordeelde op 'n later datum wil verander, moet hy sy werkgewer daarvan verwittig, en die werkgewer moet die Sekretaris van die Raad skriftelik van sodanige verandering van naam en adres verwittig. Elke bydraer moet ook die naam en adres van afhanklikes aan sy werkgewer verstrek en hom van enige adresverandering van afhanklikes of bevooroordeelde verwittig en elke werkgewer moet die Sekretaris van die Raad skriftelik daarvan in kennis stel.

(b) Ingeval 'n bydraer versuim om ingevolge paragraaf (a) hiervan 'n bevooroordeelde te benoem of indien die bevooroordeelde voor die bydraer sterf, moet die Administratiewe Komitee die bystand aan sodanige afhanklikes van die bydraer betaal as wat hy na eie goeddunke goed ag. Die Administratiewe Komitee het die bevoegdheid om na volgestrekte goedvinde te besluit of die lid meer as een afhanklike agtergelaat het en om, as hy meer as een afhanklike agtergelaat het, te besluit oor die toewysing van bystand aan die afhanklikes.

(c) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van die afsterwe van 'n bydraer in sy diens en die Sekretaris moet so gou doenlik nadat hy uit enige bron inligting van die afsterwe van 'n bydraer ontvang het, die afhanklike of bevooroordeelde, na gelang van die geval, per brief of omsendbrief in kennis stel met vermelding van die naam en jongsbekende werkplek van die oorlede bydraer en die feit dat bystand geëis kan word by 'n adres deur die Administratiewe Komitee gespesifiseer.

(d) Ingeval die Sekretaris nie van die jongste adres van 'n afhanklike of benoemde bevooroordeelde verwittig is nie en die Administratiewe Komitee nie in staat is om die afhanklike of benoemde bevooroordeelde by sy/haar jongsbekende adres op te spoor nie en geen eis om bystand verskuldig ingevolge hierdie klousule binne ses weke na die bewys van die afsterwe van 'n bydraer ingestel word nie, moet die Administratiewe Komitee 'n advertensie plaas in drie opeenvolgende uitgawes van twee koerante wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n koerant moet wees wat in omloop is in die distrik waar die oorlede bydraer normaalweg woonagtig was, met vermelding van die naam en jongsbekende werkplek van die oorlede bydraer en die feit dat bystand deur die afhanklike of bevooroordeelde geëis kan word by 'n adres deur die Administratiewe Komitee gespesifiseer. Die advertensiekoste, as daar is, moet afgetrek word van geld betaalbaar ingevolge hierdie klousule.

(11) *Dissolution of the Fund.*—(a) In the event of the Council being dissolved during the currency of this Agreement, or any extension thereof, 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 administered by a committee consisting of three representatives of the Orange Free State and Northern Cape Clothing Manufacturers' Association and three 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 thereon, 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. If there is no council in existence upon the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be liquidated by the Committee or the trustee, as the case may be, *mutatis mutandis* as though the employees had left the Industry.

(b) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Administrative Committee until it be either liquidated or transferred by the Council to another fund in terms of subclause (10): Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement, or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated by the Council in the manner set forth in paragraph (a) of this subclause.

(12) *Liquidation.*—Upon liquidation of the Fund in terms of subclause (11) of this clause and payment of money due to members in terms of that subclause, the moneys remaining to the credit of the Fund, after payment of all claims against the Fund, including administration and liquidation expenses, shall be distributed amongst the remaining members on a pro rata basis according to length of membership of the Fund.

(13) *Payment of benefits.*—(a) Every contributor shall, on joining the Fund, appoint a beneficiary and shall advise his employer of the address of such beneficiary. In the event of a contributor wishing to change his beneficiary at a later date, he shall advise his employer, who shall advise the Secretary of the Council in writing, of such change of name and address. Every contributor shall further furnish his employer with the name and address of dependants and any change of address of dependants or beneficiaries and every employer shall advise the Secretary of the Council thereof in writing.

(b) In the event of a contributor failing to appoint a beneficiary in terms of paragraph (a) hereof, or of the beneficiary predeceasing the contributor, the Administrative Committee shall pay the benefits to such dependants of the contributor as it, in its discretion, may deem fit. The Administrative Committee shall, in its absolute discretion, have the power to decide whether the contributor has left more than one dependant and, if he has left more than one dependant, upon the allocation of the benefits among such dependants.

(c) Every employer shall notify the Secretary of the Council of the death of any contributor in his employ and the Secretary shall, as soon as possible, upon receiving information from any source of the death of a contributor, notify the dependant or beneficiary, as the case may be, by letter or circular stating the name and last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Administrative Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant or appointed beneficiary and the Administrative Committee not being able to trace the dependant or appointed beneficiary at his/her last known address and no claim for benefits due in terms of this clause being made within six weeks of the proof of death of a contributor, the Administrative Committee shall insert an advertisement in three consecutive issues of two newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased contributor was normally resident, stating the name and last known place of work of the deceased contributor and the fact that benefits may be claimed by the dependant or beneficiary at an address specified by the Administrative Committee. From any moneys payable in terms of this clause shall be deducted from the cost of advertisement, if any.

(e) Indien daar binne ses maande na die dood van 'n bydraer nog geen eis deur 'n afhanklike of bevoordeelde ingestel is nie of die Administratiewe Komitee ingevolge paragrawe (b), (c) en (d) van hierdie subklousule geen afhanklikes of bevoordeeltes kon opspoor nie, moet daar aanvaar word dat daar geen afhanklikes of bevoordeeltes is nie en val die bystand aan die Fonds terug ten bate van die oorblywende bydraers en bestaan daar daarna geen eis teen die Fonds ten opsigte van daardie bydraer nie: Met dien verstande dat die Administratiewe Komitee geregtig is om ingeval 'n eis binne 'n tydperk van drie jaar na die dood van 'n bydraer ontvang word, na volgestrekte goedvinde betalings aan die betrokke afhanklikes of bevoordeeltes te doen uit die geld wat aan die Fonds teruggeval het.

33. ADMINISTRASIE EN UITLEG VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en hy kan menings vir die leiding van werknemers en werkgewers uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

Namens die partye op hede die 7de dag van Oktober 1976 te Johannesburg onderteken.

A. LAIRD SMITH, Voorsitter van die Raad.

A. SCHEEPERS, Lid van die Raad.

A. M. MARGOLIS, Sekretaris van die Raad.

(e) If within six months after the death of a contributor no claim is made by a dependant or beneficiary or the Administrative Committee has, in terms of paragraphs (b), (c) and (d) of this subclause been unable to trace any dependants or beneficiaries, it shall be assumed that there are no dependants or beneficiaries and the benefits shall revert to the Fund for the benefit of the remaining contributors and there shall thereafter be no further claim against the Fund in respect of that contributor: Provided that the Administrative Committee shall, in the event of a claim being received within a period of three years after the death of a contributor, be entitled in its entire and absolute discretion, to make payments to the dependants or beneficiaries concerned out of the moneys which have reverted to the Fund.

33. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and may give expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

Signed at Johannesburg on behalf of the parties this day the 7th October 1976.

A. LAIRD SMITH, Chairman of the Council.

A. SCHEEPERS, Member of the Council.

A. M. MARGOLIS, Secretary of the Council.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND OORPLASINGSVORM

[Vorm wat ingevul moet word ingevolge klousules 4 (2) (b) en 18 (4) van die Hoof-ooreenkoms]

Hierby word verklaar dat ondergenoemde werknemer na 'n ander beroep oorgeplaas is:

Naam van fabriek.....				Datum.....						
Naam van werknemer	Identiteits-kaartnummer	Dienskaart-nommer	Klokkaart-nommer	Voor oorplasing			Na oorplasing			Datum van oorplasing
				Beroep	Klas	Loon	Beroep	Klas	Loon	

Werkgewer se handtekening.....

Wanneer 'n werknemer oorgeplaas word, moet die werkgewer hierdie kaart invul en binne 14 dae ná die oorplasingdatum aan die Raad stuur.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE TRANSFER FORM

[Form to be completed in terms of clauses 4 (2) (b) and 18 (4) of the Main Agreement]

This is to report that the following employee has been transferred to another occupation:

Name of factory.....				Date.....						
Name of employee	Identity card No.	Service card No.	Clock card No.	Before transfer			After transfer			Date of transfer
				Occu- pation	Grade	Wage	Occu- pation	Grade	Wage	

Signed by employer.....

On transfer, this card must be completed by the employer and forwarded to the Council, within 14 days of the date of transfer.

AANHANGSEL B

SLAPTEBESOLDIGINGSFONDS VIR DIE KLERASIENYWERHEID VAN DIE ORANJE-VRYSTAAT EN NOORD-KAAPLAND

[Vorm wat ingevul moet word ingevolge klousule 6 (4) van die Hooffooreenkoms]

Posbus 4866, Johannesburg
Telefoon 22-0052/22-0418

Sesde Verdieping, Vogas House
Pritchardstraat 123
Johannesburg, 2001

AANSOEK OM BYSTAND

Naam van fabriek..... Adres.....

Die volgende.....werknemers werk korttyd ooreenkomstig klousule 6 van die Ooreenkoms.
(vermeld getal)

ANNEXURE B

O.F.S. AND NORTHERN CAPE CLOTHING INDUSTRY SLACK PAY FUND
[Form to be completed in terms of clause 6 (4) of the Main Agreement]P.O. Box 4866, Johannesburg
Phone 22-0052/22-0418Sixth Floor, Vogas House
123 Pritchard Street
Johannesburg, 2001

APPLICATION FOR BENEFITS

Name of factory..... Address.....

The following.....employees have been placed on short-time in terms of clause 6 of the Agreement.
(state number)*Note.*—Please give all required details in block capitals as this will expedite the payment of benefits and avoid unnecessary queries.

Official Stamp

Signature of factory representative

For office use only

Sheet No.....
Date received.....
Date completed.....
No. of employees.....
No. of days.....
Amount paid.....R.....c

Date

To be completed by the factory.

For office use only

Clock card No.	Name of employee		Service card No.	Give date on which the employee will be on short-time					State present total weekly wage		Date of commence- ment	No. of days slack pay paid to date	Total amount of slack pay		Remarks	Net amount due from the Slack Pay Fund		Calcu- lated by	Checked by	Che- que No.	I hereby certify that I was on short-time on the days stated and that I have not drawn sick pay in respect of those days	Date of payment	Paid
	Initials	Surname		1st day	2nd day	3rd day	4th day	5th day	R	c			R	c		R	c						
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							
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11																							
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13																							
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16																							
17																							
18																							
19																							
20																							

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

[Vorm moet ingevul moet word ingevolge klousule 18 (1) van die Hoofdooreenkoms]

Familienaam..... Voornaam..... Reg. No.....

Adres Nuwe adres

VERSLAG VAN DIENS

Op 19 jare maande by die volgende fabrieke:

Minimum loon Beroep

Naam van fabriek	Beroep	Datum van indiens- neming	Voorge- skrewe loon	N.R. nagegaan	Diens- verlating	Voorge- skrewe loon	Klok- nommer

By indiensneming moet hierdie kaart oorhandig word aan die werkgewer wat die eerste vier kolomme moet invul en dit aan die Raad moet stuur tesame met 'n Indiensnemingsverslagvorm. Die Raad sal die loonskaal nagaan en die kaart aan die werkgewer terugstuur. By diensbeëindiging moet die werkgewer die laaste twee kolomme invul en die kaart aan die werknemer terugbesorg in ruil vir die werknemer se dokterskaart.

"Voorgeskrewe loon" beteken die loon wat ingevolge klousule 4 van die Ooreenkoms betaal moet word.

Handtekening van werknemer.....

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

[Vorm wat ingevul moet word ingevolge klousule 18 (1) van die Hoofooreenkoms]

AANSOEK OM 'N DIENSKAART

Naam van fabriek.....

Familienaam van werknemer..... Voorname van werknemer.....

Adres van werknemer.....

Geboortedatum van werknemer..... Ras en geslag van werknemer.....

Identiteitskaartnummer	Klokkaartnummer
Bereik	Laat met bij indienname betaal waard
Datum van indienname	

Verstrekk besonderhede van vorige ondervinding in die Klerasie- Kleremakery-on-maat- en Private Modemakery-verreke:

Verstrek besondernede van voorge onderverdeling in die Klerastie-, Kleremakery-op-maat- en Private Modemakerylyne nede.

Werkgewer	Diensaanvaarding	Diensverlating	Beroep	Loon by diensbeëindiging

Ekertifiseer dat bostaande inligting korrek is.

Handtekening van werkgever

Voorbeeld van werknemer se handtekening wat aan dienskaart geheg moet word

Onmiddellik na voltooiing van 'n proeftydperk van een week moet die werkgever, indien hy besluit om die werknemer in diens te hou, hierdie Aansoek om 'n Dienskaart, behoorlik ingevul, aan die Raad stuur.

AANHANGSEL E

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

[Vorm wat ingevul moet word ingevolge klousules 20 (2), 21 (2) (d), 23 (2) (a) (iii) en 32 (5) (a) van die Hoofdooreenkoms]

BYDRAELYS

Naam van fabriek..... Maand eindigende.....

[illegible]

Totaal van lede se bydraes..... R.

Totaal van werkgewer se bydraes.....	R.
--------------------------------------	---------

Totaal op hierdie bladsy..... R.....

AANHANGSEL F (i)

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

[Vorm wat ingevul moet word ingevolge klousules 20 (2), 23 (2) (a) (iii) en 32 (5) (a) van die Hoofdooreenkoms]

Naam van firma.....

Bydraes: Opgawes vir die maand geëindig.....

	<i>Getal werknemers</i>	<i>Skaal</i>	R	R
Voorsorgfonds.....		teen 25c per week.....		
		Werkgewersbydraes.....		
Slaptebesoldigingsfonds.....		teen 4c per week.....		
		teen 7c per week.....		
		Werkgewersbydraes.....		
Raad.....		teen 8c per week.....		
		Werkgewersbydraes.....		
Totaal.....				
Plus onderbetalings op vorige opgawes.....				
Min oorbetalings op vorige opgawes.....				
Totaal.....				

NET VIR KANTOORGEBRUIK

Nagegaan deur.....
 Gebank deur.....

Hierdie samevatting moet altyd die pienk bydraelyste vergesel en moet in duplo ingevul word.

AANHANGSEL G

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

[Vorm wat ingevul moet word ingevolge klousule 22 van die Hoofdooreenkoms]

KOPIE VAN LOONREGISTER

Week geëindig.....19..... Naam van firma.....

Gewone werkure het omh..... begin en omh..... opgehou.

Klokaart- nommer	Raadsnommer	Identiteitskaart- nommer	Naam van werknemer: Familienaam en voornaam	Beroep	Ras: by B., K., A., Bn. Onderdom: V, vir bo 21; J. vir on- der 21	Totale weekloon	Gewone tyd gewerk					Totale getal ure gewerk	Bedrag verskuldig vir gewone tyd	Oortyd gewerk						Totale getal ure oortyd gewerk	Bedrag verskuldig vir oortyd	Totale bruto verdienste
							M.	D.	W.	D.	V.			M.	D.	W.	D.	V.	S.			

'n Kopie van die Loonregister soos op die eerste betaaldag in Maart, Junie, September en Desember van elke jaar moet binne sewe dae vanaf genoemde betaaldag aan die Raad gestuur word.

AANHANGSEL H

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND
[Vorm wat ingevul moet word ingevolge klousule 32 (5) (b) van die Hoofdooreenkoms]

AANSOEK OM BYDRAES TOT DIE VOORSORGFONDS TE VERGROOT

Ek,, 'n werknemer van
(volle naam) (amptelike rubberstempel van bedryfsinrigting)
wat 'n weekloon van R..... verdien, doen hiermee aansoek om my weeklikse bydrae tot die Voorsorgfonds vansent
na.....sent te vergroot.
Geteken.....
Identiteitskaartnommer..... Datum.....
Dienskaartnommer.....

AANHANGSEL I

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND
[Vorm wat ingevul moet word ingevolge klousule 21 (6) (c) van die Hoofdooreenkoms]

Familienaam..... Naam van dokter.....
Voornamen..... Dienskaart No.....
I.D. No..... Fabriek.....
Inligting aangaande datum van besoek wat deur die dokter ingevul moet word.
Die vereniging is nie verantwoordelik vir meer as ses besoeke in enige kalenderjaar nie.

Datum	Datum	Datum	Datum
..... 1ste besoek	 1ste besoek	 1ste besoek	 1ste besoek
..... 2de besoek	 2de besoek	 2de besoek	 2de besoek
..... 3de besoek	 3de besoek	 3de besoek	 3de besoek
..... 4de besoek	 4de besoek	 4de besoek	 4de besoek
..... 5de besoek	 5de besoek	 5de besoek	 5de besoek
..... 6de besoek	 6de besoek	 6de besoek	 6de besoek

Handtekening.....

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE

[Form to be completed in terms of clause 18 (1) of the Main Agreement]

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. 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 of the Agreement.

Signature of employee.....

APPLICATION FOR SERVICE CARD

Give details of previous experience in the Clothing, Bespoke Tailoring and Private Dressmaking Industries:

I certify that the above information is correct.

Signature of employer

Specimen signature of employee for attachment to service card

CONTRIBUTION LIST

Name of factory..... Month ending.....

Total on this page..... R.....

CONTRIBUTION LIST—KIMBERLEY

Name of factory..... Month ending.....

Total on this page..... R.....

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE

[Form to be completed in terms of clauses 20 (2), 21 (2) (d), 23 (2) (a) (iii) and 32 (5) (a) of the Main Agreement]

Name of firm.....
Contributions: Returns for the month ended.....

	No. of workers	Rate	R	R
Provident Fund.....		at 25c per week.....		
		Employers' Contributions.....		
Slack Pay Fund.....		at 4c per week.....		
		at 7c per week.....		
		Employers' contributions.....		
Council.....		at 8c per week.....		
		Employers' contributions.....		
Medical Benefit Society....		at 25c per week.....		
		at 35c per week.....		
		at 50c per week.....		
		at R1 per week.....		
		Employers' contributions.....		
Total.....				
Plus underpayments on previous returns.....				
Less overpayments on previous returns.....				
Total.....				

FOR OFFICE USE ONLY

Checked by.....
Banked by.....

This summary should always accompany the pink contribution lists, and should be completed in duplicate.

ANNEXURE F (i)

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE

[Form to be completed in terms of clauses 20 (2), 23 (2) (a) (iii) and 32 (5) (a) of the Main Agreement]

Name of firm.....
Contributions: Returns for the month ended.....

	No. of workers	Rate	R	R
Provident Fund.....		at 25c per week.....		
		Employers' contributions.....		
Slack Pay Fund.....		at 4c per week.....		
		at 7c per week.....		
		Employers' contributions.....		
Council.....		at 8c per week.....		
		Employers' contributions.....		
Total.....				
Plus underpayment on previous returns.....				
Less overpayments on previous returns.....				
Total.....				

FOR OFFICE USE ONLY

Checked by.....
Banked by.....

This summary should always accompany the pink contribution lists, and should be completed in duplicate.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE
[Form to be completed in terms of clause 22 of the Main Agreement]

Week ended.....19..... Name of firm.....
Ordinary hours of work commenced at.....h..... and ceased ath.....

[illegible]

A copy of the Wage Register as at the first pay-day in March, June, September and December of each year shall be submitted to the Council within seven days from the said pay-days.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE
[Form to be completed in terms of clause 32 (5) (b) of the Main Agreement]

I, _____, being an employee of _____,
(full name) (official rubber stamp of establishment)

and earning a weekly wage of R....., hereby make application to increase my weekly contribution to the Provident Fund from cents to cents.

Signed

I.D.C. No.

S.C. No.

Date.....

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE
[Form to be completed in terms of clause 21 (6) (c) of the Main Agreement]

Surname..... Name of doctor.....

First names..... Service card No.....

I.D. No. _____ Factory _____

Information regarding date of consultation to be completed by Doctor.

The Society is not responsible for more than six consultations in any calendar year.

Date	Date	Date	Date
..... 1st visit	 1st visit	 1st visit	 1st visit
..... 2nd visit	 2nd visit	 2nd visit	 2nd visit
..... 3rd visit	 3rd visit	 3rd visit	 3rd visit
..... 4th visit	 4th visit	 4th visit	 4th visit
..... 5th visit	 5th visit	 5th visit	 5th visit
..... 6th visit	 6th visit	 6th visit	 6th visit

Signature.....

18 Maart 1977

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND

Ek, Stephanus Petrus Botha, Minister van Arbeid, 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 Klerasiennywerheid, gepubliseer by Goewermentskennisgewing R. 379 van 18 Maart 1977, oor die algemeen vir die werknemers wi se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 380

18 March 1977

FACTORIES, MACHINERY AND BUILDING WORK
WORK ACT, 1941

CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE

I, Stephanus Petrus Botha, Minister of Labour, 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. 379 of 18 March 1977, 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.

S. P. BOTHA, Minister of Labour.

INHOUD

Arbeid, Departement van

Goewermentskennisgewings

- R. 379. Wet op Nywerheidsversoening, 1956: Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland: Hoofdooreenkoms 1 5440
- R. 380. Wet op Fabrieke, Masjinerie en Bouwerk, 1941 34 5440

CONTENTS

Labour, Department of

Government Notices

- R. 379. Industrial Conciliation Act, 1956: Clothing Industry, Orange Free State, and Northern Cape: Main Agreement 1 5440
- R. 380. Factories, Machinery and Building Work Act, 1941 34 5440

