



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1323 15 Julie 1977
WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL.— 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 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

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

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (2) (n), 24, 25 en 26, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1323 15 July 1977
INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding, with effect from the second Monday after the date of publication of this notice, and for the period ending 30 June 1979, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

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

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (2) (n), 24, 25 and 26, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

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BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIE-
NYWERHEID (TRANSVAAL)

OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

KLOUSULE 1.—TOEPASSINGSBESTEK VAN
OOREENKOMS

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

(2) Ondanks subklousule (1)—

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

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

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

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

KLOUSULE 2.—GELDIGHEIDSDUUR VAN
OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid bepaal, en bly van krag tot 30 Junie 1979, of vir die tydperk of tydperke wat hy vasstel.

KLOUSULE 3.—WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"Appliekknipper" 'n werknemer wat die los rande van stukke materiaal wat op kledingstukke of gedeeltes van kledingstukke geborduur is, afknip;

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

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

"ryger" 'n werknemer wat handnaaldwerk verrig by die regsit van 'n baadjie of gedeeltes daarvan voordat ander werksaamhede verrig word, en/of voerings opryg, d.w.s. voerings van baadjies in hul plekke met die hand vaswerk voor die aanmekeerwerk van kantnate, en omvat dit 'n werknemer wat buiterygwerk doen;

"kralerwerk" die aanwerk, met naald en garing, van krale, blinkers of ander soortgelyke artikels aan 'n kledingstuk vir die versiering van so 'n kledingstuk;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

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

CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1)—

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

(b) the provisions of clauses 21, 22 and 29 shall, subject to paragraph (c), apply in respect of any employee in the Industry for whom no wages are prescribed in clause 4 if such employee and his employer have mutually agreed thereto in writing;

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

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

CLAUSE 2.—PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in operation until 30 June 1979 or for such period or periods as may be determined by him.

CLAUSE 3.—DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"applique cutter" means an employee who cuts off the loose edges of pieces of material which have been embroidered onto garments or parts of garments;

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

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

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

"beading" means the application by means of needle and thread of beads, sequins or other similar articles to a garment for the ornamentation of such garment;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; "onderbaas" 'n werknemer wat onder toesig van 'n voorman, voorvrou of toesighouer, aan die hoof staan van parsers en/of algemene werkers;

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

"uitsnyer" 'n werknemer wat kledingstukke of dele van kledingstukke uit een of meer lae materiaal met die hand of 'n masjien uitsny, en omvat dit nie 'n hersnyer of 'n uitsnyer van tussenvoerings en/of versiersels nie;

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

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

"Klerasienywerheid" of "Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke op bestelling van enige staatsdepartement of provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Havens of plaaslike owerhede; maar omvat dit nie kleremakery op maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

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

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

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

"drywer van 'n afleweringmotorvoertuig" 'n drywer van 'n vier- of meerwielmotorvoertuig wat gebruik word vir die aflewering van goedere maar omvat dit nie 'n deelydse motorvoertuig-drywer nie;

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

"ondervinding" die totale tydperk of -tydperke wat 'n werknemer in die Klerasienywerheid en/of die kleremakery-opmaat-nywerheid en/of private kleremakery werksaam was in enige hoedanigheid of hoedanighede ten opsigte waarvan lône in kousule 4 van hierdie Ooreenkoms voorgeskryf word en sodanige ondervinding word in elke dienskontrak geag aaneenlopend te wees met ingang van die tyd waarop die werknemer by sy werkgever in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in enige halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van dié halfjaar gehad het, geag word die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge kousule 14 (1) (e) geag word ondervinding te wees slegs indien die dienskontrak bekragtig word: Voorts met dien verstande dat enige leerlingnaaimasjienwerker wat die opleidingskursus vir naaimasjienwerkers by die Opleidingskollege vir die Klerasienywerheid (Tvl.) met welslae voltooi het by voorlegging van skriftelike bewys daarvan met ses maande ondervinding gekrediteer word, en dat 'n leerlingpatroonmaker en/of -patroongradeerder wat 'n tweejaaropleidingskursus van die Opleidingskollege vir die Klerasienywerheid (Tvl.) met welslae voltooi het, by voorlegging van skriftelike bewys daarvan met 12 maande ondervinding gekrediteer word;

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

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

"sierlassteekwerk" die aaneenvoeging van twee stukke materiaal langs mekaar deur middel van siersteke;

"platstikwerk" die proses waardeur die een rand kant van die materiaal oor die ander een gevou word en op so 'n manier platgestik word dat die steke nie aan die ander kant sigbaar is nie;

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

Stopsels of watte in die skouers van baadjies sit; moukappe vaswerk of omkap; watte in die moukappe sit; sybelegsels wat alreeds in posisie geryg is, platstik; knoopsgate met die hand maak; die voerings van moukappe met die hand platstik;

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

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

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

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

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

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

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

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

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

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

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

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

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or bespoke tailoring industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in clause 4 of this Agreement, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated: Provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment, although having less than 16 weeks' but more than 13 weeks' experience on the last day of a half-year, shall be deemed to have been in employment for the whole half-year: Provided further that the trial period of an employee in terms of clause 14 (1) (e) shall be deemed to be experience only if the contract of service is confirmed: Provided further that any learner sewing machinist who has successfully completed the sewing machinist training course at the Training College for the Clothing Industry (Tvl) shall be credited with six months' experience, on production of written evidence thereof, and that a learner pattern maker and/or pattern grader, who has successfully completed a two-year training course of the Training College for the Clothing Industry (Tvl), shall be credited with 12 months' experience on production of written evidence thereof;

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

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

"fagotting" means the joining of two pieces of cloth side by side by means of ornamental stitches;

"felling" means the operation of folding one end of the fabric over the other and sewing it down in such a manner that the stitching does not appear in the other;

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

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

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

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

"ramer" 'n werknemer wat 'n stuk materiaal of 'n gedeelte van 'n kledingstuk in 'n raam sit voordat dit geborduur word;

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

Skoonmaak, d.w.s. ente van garingrade afsny of afknip, en/of kolle of merke van materiaal of kledingstukke verwyder; opvou; sorteer; voltooi kledingstukke vasspeld; stempel- en merkwark verrig; halse met die hand of met 'n masjien uitsny; patente-omdoopwerk doen; versiersels (wat nie uit stukgoedere bestaan nie) volgens 'n bepaalde lengte of fatsoen met die hand sny; outomatiese rol- of vormperse voer of goedere daarvan verwyder; rygwerk uittrek; seepwerk verrig; moue of broeke omdop; volgens patroon afmerk en volgens fatsoen sny, uitgesonderd die werksaamhede wat deur 'n fatsoeneerder volgens patroon verrig word; versiersels afmerk; met 'n masjien afsny of met die hand afknip; etikette aanbring met 'n ander masjien as 'n masjien wat 'n naald en garing gebruik; tee of dergelyke drank berei; of kledingstukke of dele van kledingstukke van een plek na 'n ander een in 'n bedryfsinrigting dra;

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

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

"fynstopper" 'n werknemer wat breifoute in kledingstukke of gedeeltes van kledingstukke herstel;

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

Persele, installasie, masjiene, voertuie, gereedskap, gerei of ander artikels as kledingstukke skoonmaak; goedere laai of aflaai; goedere dra, verskuif of opstapel; boodskappe dra; vuurmaak of vure aan die gang hou of afval of as verwyder; rubberoplossings meng; aflewering met 'n twee- of driewiel fiets;

"laemaker" 'n werknemer wat materiaal in een of meer lae op die snytafel rangskik, en dit kan ook die werk insluit om ente oop te sny;

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

"masjienbediener" 'n werknemer wat 'n meerkoppige masjien of masjiene bedien;

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

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

"Merk" plekke vir sakke, knope, knoopsgate, lussies, drukknoppe, pylinate, some en omslae en soortgelyke plekke merk voordat verdere werksaamhede verrig word;

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

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

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

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

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

"framer" means an employee who inserts a piece of cloth or part of a garment into a frame preparatory to the embroidering thereof;

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

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

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

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

"invisible mender" means an employee engaged in repairing knitting faults in garments or parts of garments;

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

Cleaning premises, plant, machines, vehicles, tools, utensils or articles other than garments; loading or unloading goods; carrying, moving or stacking goods; carrying messages; making or maintaining fires or removing refuse or ashes; mixing rubber solutions; delivering by means of a bicycle or tricycle;

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

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

"machine minder" means an employee who operates a multi-head machine or machines;

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

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

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

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

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

"other checker" means an employee responsible for checking garments other than garments checked by a checker and who may record bundles and materials in the cutting department;

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

"omdopwerk" rande van kraagbelegse, gordels, bande, mansjette, klappies, sakke en/of klappe met die hand of a masjien omdop, en kledingstukke of dele daarvan omdop;

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

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

Kruisvoerings in broeke platstik; some platstik; vaste omslae vasheg; lyfbandvoerings of dele daarvan platstik; hakies in broekbande vaswerk en verskillende bykomstige naaldwerkies doen; halse, skouers of mousgate van onderbaadjies platstik; kraagomslae of lapelle opstop; houbande vaswerk; randverstywers vaswerk en bykomstige naaldwerkies doen; knope aanwerk; onderente van voering of nate daarvan wat reeds vasgeryg is, platstik; omboorsels platstik, hanglusses maak en aanwerk; seilboekvoerings maak; rygwerk en enige ander naaldwerk wat nie elders gespesifiseer word nie;

"plooiwerk" die insit van plooi of permanente voue in die uitgesnyde dele van 'n romp of rompdeel van 'n rok;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"plain sewer" means an employee performing one or more of the following operations by hand;

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

"pleating" means the insertion of pleats or permanent folds into the cut-out parts of a skirt or skirt portion of a dress;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"natrekker en/of merker" 'n werknemer wat met poeierkryt of soortgelyke materiaal die belyning van 'n patroon op kledingstof afmerk of natrek met behulp van 'n geperforeerde laagmerker;

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

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

"loon" daardie gedeelte van die besoldiging, uitgesonderd die bywoningstoelae betaal ingevolge klousule 4 (6) en die bonus verdien ingevolge klousule 5 van hierdie Ooreenkoms wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 9 van hierdie Ooreenkoms bepaal;

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

"week" 'n tydperk van vyf werkdade;

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

KLOUSULE 4.—LONE

(1) Behoudens subklousules 2 (a), (3), (5) en (6) van hierdie klousule en klousules 6, 7 en 17, moet ondergenoemde minimum lone per week aan ondergenoemde klasse werknemers betaal word: Met dien verstande dat enige leerling op 'n loonkerf wat hoër is as die voorgeskrewe loonkerf vir 'n werknemer van sy klas, by die inwerkingtrede van hierdie Ooreenkoms onmiddellik op die volgende hoër kerf van 'n werknemer van sy klas geplaas moet word: Voorts met dien verstande dat indien die verhoging tot die volgende hoër kerf minder as R1 per week vir so 'n leerling is, so 'n leerling geregtig is op 'n verhoging van R1 behalwe in die geval waar sodanige verhoogde loon meer is as die loon vir 'n gekwalifiseerde werknemer van sy klas, in welke geval die verhoging moet wees tot die loon van 'n gekwalifiseerde werknemer van sy klas, en so 'n verhoging raak nie die werklike ondervinding van so 'n leerling nie: Voorts met dien verstande dat 'n verhoging wat na 1 Maart 1977 en voor 1 Julie 1977 aan sodanige leerling toegestaan word teen die bedrag van genoemde loonsverhoging verreken mag word, indien sodanige leerling skriftelik daartoe ingestem het:

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

Gekwalifiseerde werknemer:	Per week R
Tot 30 Junie 1978.....	55,00
Daarna.....	56,50
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,40
Derde halfjaar ondervinding.....	17,60
Vierde halfjaar ondervinding.....	20,70
Vyfde halfjaar ondervinding.....	24,20
Sesde halfjaar ondervinding.....	27,30
Sewende halfjaar ondervinding.....	32,00
Agtste halfjaar ondervinding.....	36,50
Negende halfjaar ondervinding.....	40,70
Daarna, soos vir gekwalifiseerde werknemer.	

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

Gekwalifiseerde werknemer:	Per week R
Tot 30 Junie 1978.....	45,10
Daarna.....	46,60
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,40
Derde halfjaar ondervinding.....	17,60
Vierde halfjaar ondervinding.....	19,80
Vyfde halfjaar ondervinding.....	22,00
Sesde halfjaar ondervinding.....	25,00
Sewende halfjaar ondervinding.....	28,60
Agtste halfjaar ondervinding.....	32,10
Negende halfjaar ondervinding.....	35,20
Daarna, soos vir gekwalifiseerde werknemer.	

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

Gekwalifiseerde werknemer:	Per week R
Tot 30 Junie 1978.....	35,20
Daarna.....	36,70

"tracer and/or marker" means an employee who, with powdered chalk or other similar material, marks or traces with the aid of a perforated marker-lay, the outlines of such pattern onto the cloth material;

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

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

"wage" means that portion of the remuneration, excluding the attendance allowance paid in terms of clause 4 (6) and the bonus earned in terms of clause 5 of this Agreement, payable in money to an employee in respect of the ordinary hours of work as laid down in clause 9 of this Agreement;

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

"week" means a period of five working days;

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

CLAUSE 4.—WAGES

(1) Subject to the provisions of subclauses (2) (a), (3), (5) and (6) of this clause and of clauses 6, 7 and 17, the following minimum wages shall be paid per week to the undermentioned classes of employees: Provided that any learner on a wage notch higher than the prescribed wage notch for an employee of his class, shall immediately on the coming into operation of this Agreement be placed on the next higher wage notch of an employee of his class: Provided further that, should the increase to the next higher wage notch be less than R1 per week for such learner, such learner shall be entitled to an increase of R1 except in the case where such increased wage shall be in excess of the qualified wage for an employee of his class in which case the increase shall be to the qualified wage of an employee of his class, and such increase shall not affect the actual experience of such learner: Provided further that any increase granted to such learner after 1 March 1977 and before 1 July 1977 may be offset, if such learner has agreed thereto in writing, against the amount of the said wage increase:

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

Qualified employee:	Per week R
Up to 30 June 1978.....	55,00
Thereafter.....	56,50
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	15,40
Third half-year of experience.....	17,60
Fourth half-year of experience.....	20,70
Fifth half-year of experience.....	24,20
Sixth half-year of experience.....	27,30
Seventh half-year of experience.....	32,00
Eighth half-year of experience.....	36,50
Ninth half-year of experience.....	40,70
Thereafter, as for qualified employee.	

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

Qualified employee:	Per week R
Up to 30 June 1978.....	45,10
Thereafter.....	46,60
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	15,40
Third half-year of experience.....	17,60
Fourth half-year of experience.....	19,80
Fifth half-year of experience.....	22,00
Sixth half-year of experience.....	25,00
Seventh half-year of experience.....	28,60
Eighth half-year of experience.....	32,10
Ninth half-year of experience.....	35,20
Thereafter, as for qualified employee.	

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

Qualified employee:	Per week R
Up to 30 June 1978.....	35,20
Thereafter.....	36,70

	Per week R
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,40
Derde halfjaar ondervinding.....	17,60
Vierde halfjaar ondervinding.....	21,10
Vyfde halfjaar ondervinding.....	24,20
Sesde halfjaar ondervinding.....	27,50
Daarna, soos vir gekwalifiseerde werknemer.	
(d) (i) Naaimasjienwerker wat moue insit, mans- en damesnyers- baadjies en oorjasse omstik; ryger; fatsoeneerder; passer:	
(aa) Gekwalifiseerde manlike werknemer:	Per week R
Tot 30 Junie 1978.....	35,20
Daarna.....	36,70
Leerlinge (manlik):	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,40
Derde halfjaar ondervinding.....	17,60
Vierde halfjaar ondervinding.....	19,80
Vyfde halfjaar ondervinding.....	22,90
Sesde halfjaar ondervinding.....	26,40
Daarna, soos vir gekwalifiseerde werknemer.	
(ab) Gekwalifiseerde vroulike werknemer:	Per week R
Tot 30 Junie 1978.....	30,00
Daarna.....	31,50
Leerlinge (vroulik):	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	14,50
Derde halfjaar ondervinding.....	15,40
Vierde halfjaar ondervinding.....	17,60
Vyfde halfjaar ondervinding.....	19,80
Sesde halfjaar ondervinding.....	22,00
Daarna, soos vir gekwalifiseerde werknemer.	
(ii) Manlike naaimasjienwerker, uitgesonderd 'n manlike naai- masjienwerker in paragraaf (d) (i) van hierdie subklousule bedoel:	
Gekwalifiseerde werknemer:	Per week R
Tot 30 Junie 1978.....	30,00
Daarna.....	31,50
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,00
Derde halfjaar ondervinding.....	16,70
Vierde halfjaar ondervinding.....	18,90
Vyfde halfjaar ondervinding.....	20,90
Daarna, soos vir gekwalifiseerde werknemer.	
(e) Vroulike naaimasjienwerker, uitgesonderd 'n vroulike naai- masjienwerker in paragraaf (d) (i) (ab) van hierdie subklousule bedoel; of merker en/of uitsnyer van tussenvoerings en versier- sels, hersnyer; afwerker; masjienbediener; bediener van 'n ket- ting-, omkap- en/of naastikmasjien; 'n werknemer wat fynstap- werk, borduurwerk, sierlassteekwerk- kraalwerk, en/of plooiwerk met die hand verrig; vroulike parser van kledingstukke uitgeson- derd hende, dasse, pajamas en ander nagklere, hoede, pette, onderklere, breiwerk, voorskote, oorklere en bloese sonder kant, borduurwerk, opnaaisels en handgemaakte plooi:	
Gekwalifiseerde werknemer:	Per week R
Tot 30 Junie 1978.....	23,00
Daarna.....	24,50
Leerlinge:	
Eerste halfjaar ondervinding.....	11,00
Tweede halfjaar ondervinding.....	12,10
Derde halfjaar ondervinding.....	13,20
Vierde halfjaar ondervinding.....	15,40
Vyfde halfjaar ondervinding.....	17,60
Daarna, soos vir gekwalifiseerde werknemer.	
(f) (i) Uitsnyer, uitgesonderd 'n uitsnyer van tussenvoerings en/of versiersels:	
Gekwalifiseerde werknemer:	Per week R
Tot 30 Junie 1978.....	29,70
Daarna.....	31,20
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,40
Derde halfjaar ondervinding.....	17,60
Vierde halfjaar ondervinding.....	19,80
Vyfde halfjaar ondervinding.....	22,00
Daarna, soos vir gekwalifiseerde werknemer.	

	Per week R
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	15,40
Third half-year of experience.....	17,60
Fourth half-year of experience.....	21,10
Fifth half-year of experience.....	24,20
Sixth half-year of experience.....	27,50
Thereafter, as for qualified employee.	
(d) (i) Sewing machinist engaged in setting in sleeves, sewing round men's and ladies' tailored coats and overcoats; baster; shaper; fitter-up:	
(aa) Qualified male employee:	Per week R
Up to 30 June 1978.....	35,20
Thereafter.....	36,70
Learners (male):	
First half-year of experience.....	13,20
Second half-year of experience.....	15,40
Third half-year of experience.....	17,60
Fourth half-year of experience.....	19,80
Fifth half-year of experience.....	22,90
Sixth half-year of experience.....	26,40
Thereafter, as for qualified employee.	
(ab) Qualified female employee:	Per week R
Up to 30 June 1978.....	30,00
Thereafter.....	31,50
Learners (female):	
First half-year of experience.....	13,20
Second half-year of experience.....	14,50
Third half-year of experience.....	15,40
Fourth half-year of experience.....	17,60
Fifth half-year of experience.....	19,80
Sixth half-year of experience.....	22,00
Thereafter, as for qualified employee.	
(ii) Male sewing machinist other than a male sewing machinist referred to in paragraph (d) (i) of this subclause:	
Qualified employee:	Per week R
Up to 30 June 1978.....	30,00
Thereafter.....	31,50
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	15,00
Third half-year of experience.....	16,70
Fourth half-year of experience.....	18,90
Fifth half-year of experience.....	20,90
Thereafter, as for qualified employee.	
(e) Female sewing machinist, other than a female sewing machinist referred to in paragraph (d) (i) (ab) of this subclause; interlining and trimming marker-in and/or chopper-out; re-cutter; finisher; machine minder; operator of a linking, overlocking and/or seaming machine; an employee engaged on invisible mending, embroidering, fagotting, beading and/or pleating by hand; female presser of garments other than shirts, ties, pyjamas and other nightwear, hats, caps, underwear, knitwear, aprons, overalls and blouses without lace, embroidery, tucks and hand-made pleats:	
Qualified employee:	Per week R
Up to 30 June 1978.....	23,00
Thereafter.....	24,50
Learners:	
First half-year of experience.....	11,00
Second half-year of experience.....	12,10
Third half-year of experience.....	13,20
Fourth half-year of experience.....	15,40
Fifth half-year of experience.....	17,60
Thereafter, as for qualified employee.	
(f) (i) Chopper-out, other than an interlining and/or trimming chopper-out:	
Qualified employee:	Per week R
Up to 30 June 1978.....	29,70
Thereafter.....	31,20
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	15,40
Third half-year of experience.....	17,60
Fourth half-year of experience.....	19,80
Fifth half-year of experience.....	22,00
Thereafter, as for qualified employee.	

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

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	29,00
Daarna.....	30,50
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	15,00
Derde halfjaar ondervinding.....	16,70
Vierde halfjaar ondervinding.....	18,50
Vyfde halfjaar ondervinding.....	20,70
Daarna, soos vir gekwalifiseerde werknemer.	

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

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	25,50
Daarna.....	27,00
Leerlinge:	
Eerste halfjaar ondervinding.....	13,20
Tweede halfjaar ondervinding.....	14,30
Derde halfjaar ondervinding.....	15,40
Vierde halfjaar ondervinding.....	16,50
Vyfde halfjaar ondervinding.....	18,70
Daarna, soos vir gekwalifiseerde werknemer.	

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

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	19,50
Daarna.....	21,00
Leerlinge:	
Eerste halfjaar ondervinding.....	11,00
Tweede halfjaar ondervinding.....	12,00
Derde halfjaar ondervinding.....	13,20
Vierde halfjaar ondervinding.....	14,00
Vyfde halfjaar ondervinding.....	15,00
Daarna, soos vir gekwalifiseerde werknemer.	

(ii) Fatsoeneerder volgens patroon:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	19,50
Daarna.....	21,00
Leerlinge:	
Eerste halfjaar ondervinding.....	11,00
Tweede halfjaar ondervinding.....	12,00
Derde halfjaar ondervinding.....	13,20
Vierde halfjaar ondervinding.....	14,50
Vyfde halfjaar ondervinding.....	15,40
Daarna, soos vir gekwalifiseerde werknemer.	

(i) Algemene werker:

Gekwalifiseerde werknemer; appliekknipper; natrekker en/of merker; en/of rammer:

	Per week R
Tot 30 Junie 1978.....	17,50
Daarna.....	19,00
Leerlinge:	
Eerste halfjaar ondervinding.....	11,00
Tweede halfjaar ondervinding.....	12,00
Derde halfjaar ondervinding.....	13,20
Daarna, soos vir gekwalifiseerde werknemer.	

(j) Ander werknemers:

	Per week Tot 30/6/78 R	Daarna R
(i) Voorman.....	66,00	67,50
(ii) Voorvrou.....	48,40	49,90
(iii) Toesighouer.....	38,50	40,00
(iv) Nasiener.....	29,00	30,50
(v) Toesighouer se assistent.....	29,00	30,50
(vi) Ambagsman.....	87,00	88,50
(vii) Ketelbediener.....	20,00	21,50
(viii) Kleedkamertoesighouer.....	23,30	24,80
(ix) Wag.....	20,00	21,50
(x) Arbeider.....	19,00	20,50

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

	Per week R
Qualified employee:	
Up to 30 June 1978.....	29,00
Thereafter.....	30,50
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	15,00
Third half-year of experience.....	16,70
Fourth half-year of experience.....	18,50
Fifth half-year of experience.....	20,70
Thereafter, as for qualified employee.	

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

	Per week R
Qualified employee:	
Up to 30 June 1978.....	25,50
Thereafter.....	27,00
Learners:	
First half-year of experience.....	13,20
Second half-year of experience.....	14,30
Third half-year of experience.....	15,40
Fourth half-year of experience.....	16,50
Fifth half-year of experience.....	18,70
Thereafter, as for qualified employee.	

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

	Per week R
Qualified employee:	
Up to 30 June 1978.....	19,50
Thereafter.....	21,00
Learners:	
First half-year of experience.....	11,00
Second half-year of experience.....	12,00
Third half-year of experience.....	13,20
Fourth half-year of experience.....	14,00
Fifth half-year of experience.....	15,00
Thereafter, as for qualified employee.	

(ii) Shaper by template:

	Per week R
Qualified employee:	
Up to 30 June 1978.....	19,50
Thereafter.....	21,00
Learners:	
First half-year of experience.....	11,00
Second half-year of experience.....	12,00
Third half-year of experience.....	13,20
Fourth half-year of experience.....	14,50
Fifth half-year of experience.....	15,40
Thereafter, as for qualified employee.	

(i) General worker:

Qualified employee: applique cutter; tracer and/or marker; and/or framer:

	Per week R
Up to 30 June 1978.....	17,50
Thereafter.....	19,00
Learners:	
First half-year of experience.....	11,00
Second half-year of experience.....	12,00
Third half-year of experience.....	13,20
Thereafter, as for qualified employee.	

(j) Other employees:

	Per week Up to 30/6/78 R	There- after R
(i) Foreman.....	66,00	67,50
(ii) Forewoman.....	48,40	49,90
(iii) Supervisor.....	38,50	40,00
(iv) Checker.....	29,00	30,50
(v) Assistant to supervisor.....	29,00	30,50
(vi) Artisan.....	87,00	88,50
(vii) Boiler attendant.....	20,00	21,50
(viii) Cloakroom supervisor.....	23,30	24,80
(ix) Watchman.....	20,00	21,50
(x) Labourer.....	19,00	20,50

	Per week	
	Tot 30/6/78 R	Daarna R
(xi) Drywer van 'n afleweringsmotorvoertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(aa) hoogstens 2 722 kg is.....	24,00	25,50
(ab) meer as 2 722 kg is.....	27,00	28,50
(xii) Deeltydse motorvoertuigdrywer.....	19,00	20,50
(xiii) Bromponledrywer.....	19,00	20,50

(k) (i) Werktuigkundige:

	Per week R
Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	42,90
Daarna.....	44,40

Leerlinge:

Eerste halfjaar ondervinding.....	15,40
Tweede halfjaar ondervinding.....	17,60
Derde halfjaar ondervinding.....	19,80
Vierde halfjaar ondervinding.....	22,00
Vyfde halfjaar ondervinding.....	24,20
Sesde halfjaar ondervinding.....	26,40
Sewende halfjaar ondervinding.....	28,60
Agtste halfjaar ondervinding.....	31,90
Negende halfjaar ondervinding.....	35,20
Daarna, soos vir gekwalifiseerde werknemer.	

(ii) Versendingsklerk en/of fabrieksklerk:

Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	30,00
Daarna.....	31,50

Leerlinge:

Eerste halfjaar ondervinding.....	17,60
Tweede halfjaar ondervinding.....	19,80
Derde halfjaar ondervinding.....	22,00
Daarna, soos vir gekwalifiseerde werknemer.	

(iii) Versendingsverpakker:

Gekwalifiseerde werknemer:	
Tot 30 Junie 1978.....	22,00
Daarna.....	23,50

Leerlinge:

Eerste halfjaar ondervinding.....	15,40
Tweede halfjaar ondervinding.....	16,20
Derde halfjaar ondervinding.....	17,00
Vierde halfjaar ondervinding.....	17,90
Daarna, soos vir gekwalifiseerde werknemer.	

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

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

(ii) *Prototipemaker-masjienwerker*.—Wanneer daar van 'n werknemer vereis word om die werk van 'n prototipemaker-masjienwerker te verrig, moet hy, terwyl hy aldus in diens is, benewens die loon vir 'n gekwalifiseerde naaimasjienwerker soos in hierdie klousule bepaal, 'n bykomende bedrag gelyk aan 15 persent van die loon vir gekwalifiseerde werknemers betaal word: Met dien verstande dat sodanige bykomende bedrag nie aan klousule 4 (2) (a) van hierdie Ooreenkoms onderworpe is nie.

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

	Per week	
	Up to 30/6/78 R	There- after R
(xi) Driver of a delivery motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—		
(aa) does not exceed 2 722 kg.....	24,00	25,50
(ab) exceeds 2 722 kg.....	27,00	28,50
(xii) Part-time motor vehicle driver.....	19,00	20,50
(xiii) Scooter driver.....	19,00	20,50

(k) (i) Mechanic:

	Per week R
Qualified employee:	
Up to 30 June 1978.....	42,90
Thereafter.....	44,40

Learners:

First half-year of experience.....	15,40
Second half-year of experience.....	17,60
Third half-year of experience.....	19,80
Fourth half-year of experience.....	22,00
Fifth half-year of experience.....	24,20
Sixth half-year of experience.....	26,40
Seventh half-year of experience.....	28,60
Eighth half-year of experience.....	31,90
Ninth half-year of experience.....	35,20
Thereafter, as for qualified employee.	

(ii) Despatch clerk and/or factory clerk:

Qualified employee:	
Up to 30 June 1978.....	30,00
Thereafter.....	31,50

Learners:

First half-year of experience.....	17,60
Second half-year of experience.....	19,80
Third half-year of experience.....	22,00
Thereafter, as for qualified employee.	

(iii) Despatch packer:

Qualified employee:	
Up to 30 June 1978.....	22,00
Thereafter.....	23,50

Learners:

First half-year of experience.....	15,40
Second half-year of experience.....	16,20
Third half-year of experience.....	17,00
Fourth half-year of experience.....	17,90
Thereafter, as for qualified employee.	

(1) *Set leader or team leader*.—Any employee when called upon to perform the duties of a set or team leader shall, whilst so employed, be paid in addition to the qualified wage for an employee of his class as provided for in this clause an amount equal to 7½ per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(m) (i) *Chargehand*.—Any employee when called upon to perform the duties of a chargehand shall, whilst so employed, be paid in addition to the qualified wage for an employee of his class as provided for in this clause an amount equal to 7½ per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

(ii) *Sample machinist*.—Any employee when called upon to perform the duties of a sample machinist shall, whilst so employed, be paid in addition to the qualified wage for a sewing machinist as provided for in this clause an additional amount equal to 15 per cent of such qualified wage: Provided that such additional amount shall not be subject to the provisions of clause 4 (2) (a) of this Agreement.

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

(2) (a) (i) Behoudens paragrafe (b) en (c) hieronder en subklousule (3) van hierdie klousule, mag niks in hierdie Ooreenkoms die uitwerking hê dat dit die loon van 'n werknemer in die Nywerheid verminder nie: Met dien verstande dat 'n werknemer wat op 30 Junie 1977 'n hoër loon ontvang het as die totale loon wat vir 'n gekwalifiseerde werknemer op daardie datum voorgeskryf was, daarop geregtig is om, as 'n verhoging, die addisionele bedrag in kolom 1 vermeld bo en behalwe sodanige werklike totale loon ten opsigte van sy klas werknemer te ontvang, en sodanige addisionele bedrag plus die werklike totale loon wat op 30 Junie 1977 betaal is vanaf die datum van inwerkingtreding van hierdie Ooreenkoms as die voorgeskrewe weekloon van sodanige werknemer vir die tydperk 1 Julie 1977 tot 30 Junie 1978 beskou word, en sodanige weeklikse voorgeskrewe loon moet op 1 Julie 1978 verder verhoog word met die bedrag genoem in kolom 2 ten einde die weeklikse voorgeskrewe loon van sodanige werknemer te bepaal vir die tydperk 1 Julie 1977 tot 30 Junie 1979: Voorts met dien verstande dat, indien sodanige werknemer skriftelik daartoe ingestem het, enige verhoging wat na 1 Maart 1977 toegestaan word aan 'n werknemer in hierdie subparagraaf bedoel, verreken mag word teen die bedrag van die loonsverhoging in kolomme 1 en 2 hieronder gemeld.

Klas werknemer	Kolom 1 R	Kolom 2 R
4 (1) (a).....	5,00	1,50
4 (1) (b).....	4,10	1,50
4 (1) (c).....	3,20	1,50
4 (1) (d) (i) (aa).....	3,20	1,50
4 (1) (d) (i) (ab).....	4,00	1,50
4 (1) (d) (ii).....	5,00	1,50
4 (1) (e).....	2,50	1,50
4 (1) (f) (i).....	2,70	1,50
4 (1) (f) (ii).....	4,00	1,50
4 (1) (g).....	3,50	1,50
4 (1) (h) (i).....	3,00	1,50
4 (1) (h) (ii).....	2,40	1,50
4 (1) (i).....	2,00	1,50
4 (1) (j) (i).....	6,00	1,50
4 (1) (j) (ii).....	4,40	1,50
4 (1) (j) (iii).....	3,50	1,50
4 (1) (j) (iv).....	3,00	1,50
4 (1) (j) (v).....	3,00	1,50
4 (1) (j) (vi).....	7,00	1,50
4 (1) (j) (vii).....	3,00	1,50
4 (1) (j) (viii).....	2,10	1,50
4 (1) (j) (ix).....	3,00	1,50
4 (1) (j) (x).....	3,00	1,50
4 (1) (j) (xi) (aa).....	2,80	1,50
4 (1) (j) (xi) (ab).....	3,00	1,50
4 (1) (j) (xii).....	2,00	1,50
4 (1) (j) (xiii).....	2,00	1,50
4 (1) (k) (i).....	3,90	1,50
4 (1) (k) (ii).....	3,00	1,50
4 (1) (k) (iii).....	2,50	1,50

(ii) Subparagraaf (i) is nie van toepassing op 'n werknemer wat R130 of meer per week verdien nie: Met dien verstande dat niks in hierdie Ooreenkoms die uitwerking mag hê dat die loon van sodanige werknemer verminder nie.

(b) Ondanks paragraaf (a), kan 'n werkgewer toegelaat word om op skriftelike versoek van sy werknemer en deur die goedkeuring van die Raad wat vooraf te verkry, sy werknemer 'n loon te betaal wat nie minder is nie as die voorgeskrewe minimum loon vir 'n werknemer van sy klas: Met dien verstande dat wanneer hy sy werkgewer se diens verlaat die werknemer, by kennisgewing aan die Raad, na sy werklike loon kan terugkeer.

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

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

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

Voorts met dien verstande dat—

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werknemer wat oorgeplaas word na 'n beroep in die Nywerheid waarvoor 'n hoër loon voorgeskryf is en waarin hy nie voorheen werkzaam was nie, die loon wat voor sodanige indiensneming of oorpasing aan hom betaalbaar was, moet bly ontvang totdat sy ondervinding in die nuwe beroep hom op 'n verhoging geregtig maak. Op elke betaaldag in die betrokke halfjaar daarna moet hy 'n loon ontvang van minstens die eersvolgende hoër bedrag as die loon wat hy ontvang het soos bepaal

(2) (a) (i) Save as provided in paragraphs (b) and (c) below and subclause (3) of this clause, nothing in this Agreement shall operate to reduce the wage of an employee in the Industry: Provided that an employee who on 30 June 1977 was in receipt of a wage in excess of the prescribed qualified total wage as at that date, shall be entitled to receive as an increase the additional amount, specified in column 1, in addition to such actual total wage, in respect of his class of employee, and such additional amount plus the actual total wage paid on 30 June 1977 shall from the date of coming into operation of this Agreement be regarded as the weekly prescribed wage of such employee for the period 1 July 1977 to 30 June 1978 and such weekly prescribed wage must be further increased by the amount specified in column 2 on 1 July 1978 in order to determine the weekly prescribed wage of any such employee for the period 1 July 1978 to 30 June 1979: Provided further that any increase granted to an employee, referred to in this subparagraph, after 1 March 1977 may be offset, if such employee agreed thereto in writing, against the amount of the wage increase listed in columns 1 and 2 below:

Class of employee	Column 1 R	Column 2 R
4 (1) (a).....	5,00	1,50
4 (1) (b).....	4,10	1,50
4 (1) (c).....	3,20	1,50
4 (1) (d) (i) (aa).....	3,20	1,50
4 (1) (d) (i) (ab).....	4,00	1,50
4 (1) (d) (ii).....	5,00	1,50
4 (1) (e).....	2,50	1,50
4 (1) (f) (i).....	2,70	1,50
4 (1) (f) (ii).....	4,00	1,50
4 (1) (g).....	3,50	1,50
4 (1) (h) (i).....	3,00	1,50
4 (1) (h) (ii).....	2,40	1,50
4 (1) (i).....	2,00	1,50
4 (1) (j) (i).....	6,00	1,50
4 (1) (j) (ii).....	4,40	1,50
4 (1) (j) (iii).....	3,50	1,50
4 (1) (j) (iv).....	3,00	1,50
4 (1) (j) (v).....	3,00	1,50
4 (1) (j) (vi).....	7,00	1,50
4 (1) (j) (vii).....	3,00	1,50
4 (1) (j) (viii).....	2,10	1,50
4 (1) (j) (ix).....	3,00	1,50
4 (1) (j) (x).....	3,00	1,50
4 (1) (j) (xi) (aa).....	2,80	1,50
4 (1) (j) (xi) (ab).....	3,00	1,50
4 (1) (j) (xii).....	2,00	1,50
4 (1) (j) (xiii).....	2,00	1,50
4 (1) (k) (i).....	3,90	1,50
4 (1) (k) (ii).....	3,00	1,50
4 (1) (k) (iii).....	2,50	1,50

(ii) The provisions of subparagraph (i) shall not be applicable to any employee earning R130 or more per week: Provided that nothing in this Agreement shall operate to reduce the wage of any such employee.

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

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

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

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

Provided further that—

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

(3) Notwithstanding anything to the contrary contained in this Agreement, an employee who is transferred to an occupation in the Industry for which a higher wage is prescribed and in which he was not previously employed shall continue to receive his wage prior to such employment or transfer until his experience in the new occupation entitled him to an increase. On each pay-day in the relevant half-year thereafter, he shall receive a wage of not less than the wage next higher than the wage he was receiving as

in subklousule (1) betreffende sy nuwe beroep; op die eerste betaaldag van daardie halfjaar word sodanige werknemer, uitsluitlik vir die doel om sy loon te bepaal, geag 'n leerling te wees wat net begin werk met slegs daardie tydperk ondervinding wat hom in staat sou stel om dieselfde loon te verdien: Met dien verstande dat 'n werknemer in diens as 'n afwerker, gewone naaldwerker, parser, voorparser en/of algemene werker wat na die klas naaimasjienwerker klas (e) oorgeplaas word, 'n loon moet ontvang wat nie minder is nie as dié voorgeskryf in die tweede kerf vir naaimasjienwerkersklas (e); en so 'n werknemer moet geag word 'n halfjaar ondervinding as 'n naaimasjienwerker klas (e) te hê en moet daarna gereelde halfjaarlikse verhogings ontvang totdat hy gekwalifiseerd is: Voorts met dien verstande dat 'n werknemer wat as 'n uitsnyer in diens is en na die klas "afwerker" oorgeplaas word, en 'n naaimasjienwerker in klousule 4 (1) (e) of klousule 4 (1) (d) (ii) bedoel wat oorgeplaas word na die naaimasjienwerkersberoep in klousule 4 (1) (d) (i) (aa) of (ab) bedoel, na gelang van die geval, tot aan die einde van die halfjaar waarin hy oorgeplaas is, die loon moet bly ontvang wat hy voor sodanige oorpasing ontvang het en op die eerste betaaldag van die halfjaar wat volg op die halfjaar waarin hy oorgeplaas is, 'n verhoging moet ontvang tot die kerf naaste aan sy eie loon op die voorgeskrewe loonskaal vir 'n afwerker en naaimasjienwerker, en sy ondervinding moet dan geag word gelyk te wees aan die getal halfjare ondervinding wat hom op die loon geregtig sou maak het. Indien so 'n werknemer na sy vorige beroep terugkeer, moet sy totale ondervinding weer eens as sy ondervinding geag word, en mag sy loon nie minder wees nie as wat hy in daardie beroep ontvang het.

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

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet die aanvangsloon van 'n werknemer wat ondervinding van slegs kleremakery op maat vir vroue opgedoen het ná 'n proeftyd van hoogstens twee weke deur die betrokke werkgever en werknemer in ooreenstemming met die Raad vasgestel word. Dié werknemer moet dan geag word 'n leerling te wees wat begin met slegs daardie tydperk ondervinding wat hom in staat kan stel om die loon te verdien waarvoor die werkgever, die werknemer en die Raad ooreengekom het.

(6) (a) Benewens die loon wat betaal word aan 'n werknemer vir wie lone in subklousule (1) voorgeskryf word, moet die werkgever die volgende bywoningstoelae betaal:

(i) In die geval van alle leerlinge—R1 per week; en
(ii) in die geval van alle ander werknemers, R1 per week vir die tydperk eindigende 30 Junie 1978 en daarna R1,50 per week; behoudens paragrawe (b) en (c) van hierdie subklousule,

(b) Die bywoningstoelae in paragraaf (a) van hierdie subklousule voorgeskryf, moet ten volle betaal word aan—

(i) alle werknemers wat hul volle normale werkure gewerk het in enige werkweek soos deur hul werkgever vereis, maar hoogstens die werkure in klousule 9 van hierdie Ooreenkoms voorgeskryf;

(ii) alle werknemers wat minder as hul volle normale werkure gewerk het, indien die verlore tyd die gevolg was van 'n versoek van die werkgever ingevolge klousule 6 of klousule 7 (2) (i) van hierdie Ooreenkoms.

(c) Die bywoningstoelae in paragraaf (a) van hierdie subklousule voorgeskryf, kan in enige week verminder word soos hieronder aangedui, en wel om die volgende redes:

(i) Met een vyfde vir elke dag se afwesigheid wat veroorsaak is deur siekte en wat deur 'n doktersertifikaat gestaaf word;

(ii) met een vyfde vir elke dag se afwesigheid of gedeelte van 'n dag indien die werknemer 'n verduideliking aangebied het vir die werkgever aanvaarbaar is, of met die hele weeklikse bedrag indien geen verduideliking aangebied word wat vir die werkgever aanvaarbaar is nie.

KLOUSULE 5.—BONUSSKEMAS, TAAKWERK EN STUKWERK

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

(2) 'n Werkgever wat 'n bonusstelsel in sy bedryfsinrigting wil instel of wysigings wil aanbring aan een wat reeds in werking is, moet, voor die instelling of wysiging daarvan, ondergenoemde inligting aan die Sekretaris van die Raad verstrek en die Raad se

laid down in subclause (1) relating to his new occupation; on the first pay-day of that half-year such employee shall solely for the purpose of calculating his wages, be deemed to be a learner starting with only that period of experience which would enable him to earn the same wage: Provided that an employee employed as a finisher, plain sewer, presser, underpresser and/or general worker who is transferred to the class of sewing machinist class (e) shall receive a wage not less than that prescribed in the second notch for the sewing machinist class (e); and such worker shall be regarded as having had one half-year's experience as a sewing machinist class (e) and shall receive regular half-yearly increases thereafter until qualified: Provided further than an employee employed as a chopper-out and who is transferred to the class of marker-in and a sewing machinist referred to in clause 4 (1) (e) or clause 4 (1) (d) (ii) who is transferred to the sewing machinist occupation referred to in clause 4 (1) (d) (i) such transfer and shall on the first pay-day of the half-year in which he was transferred continue to receive his wage prior to such transfer and shall on the first pay-day of the half-year following the half-year in which he was transferred be granted an increase to the next nearest notch to his own wage on the scale of wages prescribed for a marker-in and sewing machinist and his experience shall then be regarded as equivalent to the number of half-years' experience that would have entitled him to that wage. Should such an employee revert to his previous occupation, his total experience shall again be regarded as his experience, and his wage shall not be less than that which he received in that occupation.

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

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

(6) (a) In addition to the wage paid to any employee for whom wages are prescribed in subclause (1), the employer shall pay an attendance allowance amounting to—

(i) in the case of all learners R1 per week; and
(ii) in the case of all other employees, R1 per week for the period up to the 30 June 1978 and thereafter R1,50 per week; subject to the provisions set out in paragraphs (b) and (c) of this subclause.

(b) The attendance allowance prescribed in paragraph (a) of this subclause shall be paid in full to—

(i) all workers who have worked their full normal working hours for any working week as required by their employer but not exceeding the hours of work prescribed in clause 9 of this Agreement;

(ii) all workers who have worked less than their full normal working hours, if the time lost was at the request of the employer in terms of the provisions of clause 6 or clause 7 (2) (i) of this Agreement.

(c) The attendance allowance prescribed in paragraph (a) of this subclause may be reduced as indicated below in any week for the following reasons:

(i) By one-fifth for each day of absence caused by illness, supported by a medical certificate;

(ii) by one-fifth for each day or part of a day's absence, if the worker offers an explanation which is acceptable to the employer, or by the whole weekly amount if no explanation acceptable to the employer is offered.

CLAUSE 5.—BONUS SCHEMES, TASK-WORK AND PIECE-WORK

(1) No employees shall be employed on task-work or piece-work in any establishment: Provided that an employer may agree with any one or more of his employees for the payment of bonuses for any work performed by such employee or employees in excess of the normal day's or week's work, the normal day's or week's work subject to clause 9 having been mutually agreed upon between the employer and the employee or employees: Provided further that such bonus system shall enable an employee to earn a bonus amounting to at least 10 per cent of the relative prescribed wage for an employee of his class.

(2) Any employer who wishes to introduce a bonus system in his establishment or to effect alterations in one already operating, shall, prior to the introduction or alteration thereof, furnish the undermentioned information to the Secretary of the Council and

goedkeuring vir sodanige stelsel of wysiging verkry, en geen bonusselsel mag ingestel of gewysig word voordat die Raad se goedkeuring vooraf verkry is nie:

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

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

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

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

KLOUSULE 6.—KORTTYD

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

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

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

(4) Voor of op die eerste dag waarop korttyd gewerk word, moet die werkgewer, ingeval die korttyd langer as vyf agtereenvolgende dae duur, of op die vyfde dag van die korttyd, ingeval die korttyd korter as tydperke van vyf agtereenvolgende dae geduur het, 'n staat in die vorm van Aanhangsel E aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, stuur.

KLOUSULE 7.—BETALING VAN BEDRAE AAN WERKNEMERS VERSKULDIG

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

(2) Geen bedrae van welke aard ook al mag afgetrek word van bedrae wat aan 'n werknemer verskuldig is nie: Met dien verstande dat—

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

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

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

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

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

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

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

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

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

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

(k) met die skriftelike toestemming van 'n werknemer, bedrae afgetrek kan word van die loon en/of verlofsoldigende vir bedrae wat aan die werkgewer verskuldig is vir geld wat deur die werknemer van die werkgewer geleen of vir goedere wat deur hom van die werkgewer gekoop is: Met dien

obtain, the Council's approval of such system or alteration and no bonus system shall be introduced or altered without the Council's prior approval:

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

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

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

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

CLAUSE 6.—SHORT-TIME

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

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

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

(4) Every employer shall, not later than the first day on which short-time is worked, in case the short-time is for longer than five consecutive days' duration, or on the fifth day of short-time, in case the short-time was worked for periods of less than five consecutive days, forward to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, 2000, a statement in the form of Annexure E.

CLAUSE 7.—PAYMENTS OF AMOUNTS DUE TO EMPLOYEES

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

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

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

(b) subject to the provisions of clause 6 (1) of this Agreement where short-time has been introduced a deduction not exceeding the amount of the employee's hourly wage in respect of each hour not worked;

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

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

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

(f) contributions to Council funds shall be deducted in terms of clause 20 of this Agreement;

(g) contribution to the Medical Benefit Society shall be deducted in terms of clause 21 of this Agreement;

(h) the cost of scissors supplied to employees may be deducted in terms of clause 16 of this Agreement;

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

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

(k) with the written consent of an employee, deductions may be made from the wages and/or holiday pay for amounts owing to an employer in respect of money borrowed and in respect of goods purchased by the employee from the employer: Provided

verstande dat die bedrae aldus afgetrek vir sodanige goedere gekoop, hoogstens een derde mag wees van die bedrag wat aan die werknemer as loon of verlofbesoldiging verskuldig is;

(l) bydraes tot die Slaptesoldigingsfonds kragtens klousule 22 van hierdie Ooreenkoms afgetrek moet word;

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

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

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

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

(3) Alle betalings aan werknemers moet gedoen word in verskeide koerte wat deur die werknemers behou moet word en wat die volgende besonderhede op die omslag moet toon of moet bevat:

Die naam en fabrieksnommer van die werknemer, die weekloon, getal ure gewerk, bedrag verdien vir die tyd gewerk, bedrag aan bonusse verdien, bedrag van verlofbesoldiging (as daar is), besonderhede van alle aftrekkings van sodanige bedrag, die bedrag wat in die koert is en die week ten opsigte waarvan lone betaal word.

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

KLOUSULE 8.—GETALSVIRHOUDING VAN WERKNEMERS

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

KLOUSULE 9.—WERKURE

(1) Geen werkgever mag van 'n werknemer, uitgesonderd 'n werknemer in subklousules (5), (6) en (8) bedoel, vereis of hom toelaat om behalwe ingevolge klousule 10 van hierdie Ooreenkoms, soos volg te werk nie:

- (a) Meer as 40 uur, uitgesonderd etenspouses, in 'n week; of
- (b) meer as vyf dae in 'n week;
- (c) op Saterdag of Sondag;
- (d) meer as agt uur, uitgesonderd etenspouses, op 'n dag;
- (e) voor 07h30 of later as 16h45 of gedurende die ruspouses in subklousule (3) van hierdie klousule bepaal, of tussen 12h30 en 13h30 op 'n dag van Maandag tot en met Vrydag;
- (f) meer as vyf uur sonder 'n etenspouse van minstens een uur;

(2) Ondanks subklousule (1) van hierdie klousule, kan 'n werkgever, behoudens klousule 10, van sy werknemer vereis of hom toelaat om oortyd te werk: Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortydwerk soos volg te verrig nie:

- (a) Meer as twee uur op 'n werkdag;
- (b) op meer as drie agtereenvolgende dae;
- (c) meer as 10 uur in 'n kalenderweek;
- (d) op meer as 60 dae in 'n jaar;
- (e) ná voltooiing van haar gewone werkure, meer as een uur op 'n dag, tensy hy—

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

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

(iii) sodanige werknemer betyds 'n toelae van 25c betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

(3) Ruspouses van minstens 10 minute waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word en wel nie later nie as twee uur ná die aanvang van die werkdagperk in die oggend en so na as doenlik aan die middel van die werkdagperk in die namiddag en dié ruspouses moet as tyd gewerk beskou word. Die nodige gerei en kookwater om tee te maak, moet deur die werkgever verskaf en aan die begin van elke ruspouse, asook om 12h30 op elke dag van Maandag tot en met Vrydag, tot beskikking van die werknemers gestel word.

(4) Benewens die ruspouses wat in subklousule (3) van hierdie klousule vasgestel is, moet 'n ruspouse van vyf minute, wat as werkdagperk beskou moet word, na voltooiing van elke uur se werk toegestaan word aan werknemers wat werk by 'n vervoerbandstelsel verrig.

that the amounts so deducted in respect of such goods purchased shall not exceed one-third of the amount due to the employee as wages or holiday pay;

(l) contributions to the Slack Pay Fund shall be deducted in terms of clause 22 of this Agreement;

(m) contributions to the Council's Provident Fund shall be deducted;

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

(o) contributions to the Training Fund shall be deducted in terms of clause 32 of this Agreement;

(p) contributions to the Sick Pay Fund shall be deducted in terms of clause 29 of this Agreement;

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

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

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

CLAUSE 8.—PROPORTION OR RATIO OF EMPLOYEES

An employer shall not employ an unqualified employee unless he has in his employ two qualified employees and for every two qualified employees not more than three unqualified employees shall be employed: Provided that for the 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: Provided further that employees for whom a flat rate of payment is prescribed, shall not be included for the purposes of this clause.

CLAUSE 9.—HOURS OF WORK

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

- (a) to work for more than 40 hours, excluding meal intervals, in any one week; or
- (b) to work for more than five days in any one week;
- (c) to work on Saturdays or Sundays;
- (d) to work for more than eight hours, excluding meal intervals, on any one day;
- (e) to work before 07h30 or later than 16h45 or during the rest intervals provided in subclause (3) of this clause or between 12h30 and 13h30 on any day from Monday to Friday inclusive;
- (f) to work for longer than five hours without a meal interval of at least one hour;

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

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

- (a) for more than two hours on any working day;
- (b) on more than three consecutive days;
- (c) for more than 10 hours in any calendar week;
- (d) on more than 60 days in any year;
- (e) after completion of her ordinary working hours, for more than one hour on any day, unless he has—

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

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

(iii) paid such employee an allowance of 25c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Rest intervals of not less than 10 minutes, during which no work shall be performed, shall be allowed to each employee not later than two hours after the commencement of the morning work period and as nearly as practicable in the middle of the afternoon work period, and such intervals shall be regarded as time worked. Utensils and boiling water for making tea shall be provided by the employer and be made available to 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 the completion of each hour's work.

(5) Behoudens klousule 10 van hierdie Ooreenkoms, mag geen werkgewer van 'n ketelbediener vereis of hom toelaat om soos volg te werk nie:

- (a) Meer as 46 uur, uitgesonderd etenspouses, in 'n week; of
- (b) meer as vyf dae in 'n week;
- (c) meer as nege uur en 15 minute, uitgesonderd etenspouses, op 'n dag;
- (d) gedurende die ruspouses wat in hierdie klousule bepaal word;

(e) meer as vyf uur sonder 'n etenspouse van minstens een uur;

(6) Behoudens subklousule (7) van hierdie klousule en klousule 10 van hierdie Ooreenkoms, mag geen werkgewer van 'n drywer van 'n afleweringmotorvoertuig of 'n versendingsverpakker vereis of hom toelaat om soos volg te werk nie:

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

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

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

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

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

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

KLOUSULE 10.—OORTYD- EN SONDAGWERK

(1) Oortyd, dit wil sê tyd gewerk benewens die ure wat in klousule 9 (1) (a) en (d), 9 (5) (a) en (c), 9 (6) (a) en (d), 9 (7) en 9 (8) van hierdie Ooreenkoms voorgeskryf is, mag nie sonder die skriftelike toestemming van die Raad gewerk word nie.

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

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

- (i) die werknemer soos volg betaal:

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

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

(ii) die werknemer besoldiging betaal van minstens een en een derde maal sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op dié dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

(4) Geen werknemer mag ontslaan of in sy werk benadeel word omdat hy weier om oortyd te werk nie.

(5) Daar mag nie van 'n vroulike werknemer vereis word of sy mag nie toegelaat word om tussen 18h00 en 06h00 te werk nie.

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

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

(5) Subject to the provisions of clause 10 of this Agreement, no employer shall require or permit a boiler attendant—

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

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

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

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

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

(6) Subject to the provisions of subclause (7) of this clause and clause 10 of this Agreement, no employer shall require or permit a driver of a delivery motor vehicle or a despatch packer—

(a) to work for more than 43 hours, excluding meal intervals, in any one week; or

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

(c) to work on Saturdays or Sundays;

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

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

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

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

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

(a) to work for more than 12 hours per day;

(b) to work for more than 72 hours per week;

(c) to work on more than six days in any one week:

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

CLAUSE 10.—OVERTIME AND SUNDAY WORK

(1) Overtime, that is time worked in excess of the hours prescribed in clause 9 (1) (a) and (d), 9 (5) (a) and (c), 9 (6) (a) and (d), 9 (7) and 9 (8) of this Agreement, may not be worked except with the written permission of the Council.

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

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

- (i) pay to the employee—

(aa) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

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

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

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

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

(5) No female shall be required or permitted to work overtime between the hours 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 on a Sunday, prior or subsequent to such public holiday at ordinary rates of pay: Provided that permission has previously been obtained from the Council.

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

KLOUSULE 11.—BUITEWERK

Geen werkgewer in die Nywerheid mag werk vir vervaardiging uitgee nie, uitgesonderd in 'n fabriek wat geregistreer is kragtens klousule 12 van hierdie Ooreenkoms; ook mag hy nie van 'n werknemer vereis of hom toelaat om werk in die Klerasierywerheid te verrig nie, uitgesonderd in 'n inrigting wat deur die werkgewer verskaf, uitgerus, onderhou en beheer word, tensy dit gedoen word in ooreenstemming met die bepalings van 'n gepubliseerde buitewerkooreenkoms van die Raad.

KLOUSULE 12.—REGISTRASIE VAN FABRIEK

Elke okkupeerder van 'n fabriek waarin enige werksaamhede in verband met die Klerasierywerheid uitgevoer word, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, en elke persoon wat 'n werkgewer na dié datum word, moet binne een maand na die datum waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waarop sodanige fabriek geleë is, die naam of name van die okkupeerder en/of vennoot van die onderneming of, indien dit 'n maatskappy met beperkte aanspreeklikheid is, die name van die sekretaris en direkteure. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat, deur hom onderteken, aan die okkupeerder uitreik. Geen vervaardiging van klerasie mag elders geskied as in 'n fabriek wat ingevolge hierdie klousule geregistreer is nie. In die geval van 'n verandering in die lede van die vennootskap of firma, of verandering van adres van die fabriek of die oordrag of oorgawe daarvan, moet die Sekretaris van die Raad binne twee weke na die datum van die verandering of veranderinge, daarvan in kennis gestel word.

KLOUSULE 13.—VAKANSIEVERLOF

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

(2) 'n Werknemer—

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

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

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

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

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

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

(c) kragtens klousule 29 met siekteverlof is;

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

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

(5) In die geval van 'n werkgewer wat ingevolge subklousule (1) van hierdie klousule sy fabriek sluit vir 'n tydperk wat Geloftedag, Kersdag of Nuwejaarsdag insluit, moet sodanige werkgewer 'n

CLAUSE 11.—OUTWORK

No employer in the Industry shall give out work to be manufactured except in a factory registered in terms of clause 12 of this Agreement, nor shall he require or permit any employee to perform any work in the Clothing Industry other than in an establishment provided, equipped, maintained and controlled by the employer unless this is done in accordance with the provisions of a published out-work agreement of the Council.

CLAUSE 12.—REGISTRATION OF FACTORY

Every occupier of a factory in which any operations in the Clothing Industry are carried on shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous agreement, and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify the Secretary of the Council, in writing, of the address of the premises in which such factory is located, the name(s) of the occupier and/or partner of the concern, or, if a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the occupier a registration certificate signed by him. No manufacture of clothing shall be performed elsewhere than in a factory registered in terms of this clause. In the event of a change in the personnel of the partnership or firm or the change of address of the factory or its transfer or abandonment, the Secretary of the Council shall be notified, in writing, of such change of address within two weeks from the date of the change.

CLAUSE 13.—HOLIDAY LEAVE

(1) Every employer shall, subject to the provisions of sub-clause (2) of this clause, in the month of December of each year, and not later than the 24th of that month, grant to each of his employees who has been in his employ from any date prior to the first day of February of the same year, and whose services have not been terminated before 1 December, three weeks' holiday leave on full pay: Provided that an employee who, during any year has been absent from work for a continuous period of 12 weeks or more shall be paid holiday pay in terms of subclause (2) of this clause. The holiday pay due in terms of this subclause shall be paid by the employer not later than the last working day of the employee before commencement of the period of holiday leave.

(2) An employee—

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

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

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

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

(a) undergoes military training in pursuance of the Defence Act, 1957 (Act 44 of 1957);

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

(c) is on sick leave in terms of clause 29;

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

(4) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday following Ascension Day, Republic Day, the Day of the Covenant and Christmas Day as paid holidays, and no employer shall employ an employee and no employee shall work on these eight days, and in addition each employer shall grant to all of his employees who have worked the whole morning period of the Thursday preceding Good Friday, time off from the commencement of the normal meal interval until the normal closing time and such time lost shall be regarded as time worked.

(5) In the event of an employer closing his factory in terms of subclause (1) of this clause, for a period which includes the Day of the Covenant, Christmas Day or New Year's Day, such

volle dag se besoldiging vir elke sodanige dag betaal aan elkeen van sy werknemers wat by hom in diens is op die datum waarop hy sy fabriek aldus sluit. Daarbenewens moet hy 'n volle dag se besoldiging vir hierdie drie openbare vakansiedae met besoldiging betaal aan elke werknemer wie se dienskontrak beëindig word op of na die 15de dag van November maar voor die datum waarop hy sy fabriek sluit: Met dien verstande dat sodanige werknemer onmiddellik voor die 15de dag van November vir 'n tydperk van minstens ses maande ononderbroke in diens van sy werkgewer was: Voorts met dien verstande dat die kontrak nie deur die betrokke werknemer beëindig word nie of dat hy nie om 'n regsgeldige rede summiar ontslaan word nie.

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

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

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

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

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

KLOUSULE 14.—DIENSBEÏNDIGING

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

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

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

Voorts met dien verstande dat—

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

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

(e) die eerste vyf werkdade van die dienstyd van 'n werknemer by 'n werkgewer (tensy andersins in 'n skriftelike ooreenkoms aangedui) geag word 'n proeftydperk te wees en sodanige diens of deur die werkgewer of deur die werknemer op enige tyd-stip binne die proeftydperk sonder kennisgewing beëindig kan word;

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

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

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

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

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

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

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

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

CLAUSE 14.—TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclause (1) (d), (e) and (f) of this clause, written notice of not less than five working days which for the 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 an in lieu of the period of notice prescribed in this clause or agreed upon in terms of subclause (1) (b) of this clause;

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

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

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

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

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

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

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

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

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

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

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

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

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

Hierdie subklousule is *mutatis mutandis* van toepassing op enige diensbeëindiging ingevolge subklousule (1) (a).

(6) As 'n werknemer sonder kennisgewing weggaan of om onverklaarbare redes afwesig is, moet die werkgewer sy dienskaart nie voor die sesde en nie later nie as die 11de dag van sodanige afwesigheid aan die Nywerheidsraad stuur.

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

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

KLOUSULE 15.—PREMIES

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

KLOUSULE 16.—GEREEDSKAP

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

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

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

KLOUSULE 17.—BESTAANDE KONTRAKTE

Enige dienskontrak wat op die aanvangsdatum van hierdie Ooreenkoms in werking is of wat ná sodanige datum aangegaan word, is aan hierdie Ooreenkoms onderworpe: Met dien verstande dat die werke van ketelbedieners, drywers van afleweringsmotorvoertuie en versendingsverpakkers, indien dié ure kragtens sodanige dienskontrak minder is as die daaglikse of weeklikse ure wat in klousule 9 voorgeskryf word, nie tot die voorgeskrewe ure vermeerder mag word nie.

KLOUSULE 18.—INDIENSNEMING EN DIENSBEEÏNDIGING

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

(2) Indien die dienskontrak, gedurende of by voltooiing van die proeftydperk ingevolge klousule 14 (1) (e), bekragtig word, moet die werkgewer onmiddellik by sodanige bekragtiging die naam van sy fabriek, die beroep van die werknemer, die datum van diensaanvaarding en die voorgeskrewe loon van sodanige werknemer op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, soos bepaal in subklousule (4) van hierdie klousule.

(3) Alle inligting wat die Raad nodig het, moet so gou as wat redelik moontlik is van die dienskaart verkry word, en daarna moet die kaart aan die werkgewer teruggestuur word

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

(a) approaching confinement: Provided that the employee returns not later than two months after the date of confinement;

(b) absence from work through illness: Provided that—

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

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

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

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

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

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

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

(6) If an employee leaves without notice or is unaccountably absent, the employer shall send his service card to the Industrial Council not earlier than the sixth nor later than the 11th day of such absence.

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

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

CLAUSE 15.—PREMIUMS

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

CLAUSE 16.—TOOLS

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

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

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

CLAUSE 17.—EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement: Provided that the hours of work of boiler attendants, drivers of delivery motor vehicles and despatch packers, if in terms of such contract of service are less than the daily or weekly hours prescribed in clause 9, shall not be increased to the hours prescribed.

CLAUSE 18.—ENGAGEMENTS AND TERMINATIONS OF EMPLOYMENT

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

(2) If, during or on the completion of the trial period in terms of clause 14 (1) (e), the contract of service is confirmed, the employer shall immediately on such confirmation enter in the service card the name of his factory, occupation of employee, date of commencement of employment and the prescribed wage of such employee and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, as provided in subclause (4) of this clause.

(3) Such information as is required by the Council shall be taken from the service card as soon as reasonably possible after which the card shall be returned to the employer who shall

wat dit moet bewaar totdat die werknemer sy diens verlaat, en wanneer dit gebeur, moet die werkgever die datum van diensbeëindiging en die voorgeskrewe loon by diensbeëindiging op die kaart invul en die kaart aan die werknemer terugbesorg. Die werknemer moet daarop sy dokterskaart oorhandig in ruil vir sy dienskaart: Met dien verstande dat, indien die werknemer nie sy dokterskaart kan oorhandig nie, die werkgever die dienskaart onmiddellik aan die kantoor van die Raad moet stuur, waar die werknemer aansoek om die dienskaart kan doen.

(4) Wanneer die dienskontrak van 'n werknemer gedurende of by voltooiing van die proeftydperk bekragtig word, moet die werkgever binne drie dae na sodanige bekragtiging die werknemer se dienskaart, tesame met 'n staat in die vorm van Aanhangsel D, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, sodat dit nagegaan kan word.

(5) Wanneer 'n werknemer gedurende 'n diensydperk van een beroep na 'n ander oorgeplaas word, moet die werkgever onmiddellik by dié oorpasing, die nuwe beroep van die werknemer, die datum van die oorpasing en die loon wat aan die werknemer op die datum van sy oorpasing betaal word, op die dienskaart invul en die kaart aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, sodat dit nagegaan kan word.

KLOUSULE 19.—VRYSTELLINGS

(1) Behoudens die voorbehoudbepaling van klousule 51 (3) van die Wet, kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms, aan of ten opsigte van enige persoon verleen op grond van hoë ouderdom of swaakheid of om 'n afdoende rede.

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik, deur hom onderteken, waarop die volgende voorkom:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule vasgestel is waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n kopie van elke uitgereikte sertifikaat behou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

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

KLOUSULE 20.—FONDSE VAN DIE RAAD

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

(1) Elke werkgever moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, 7c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, maar op die eerste betaaldag in Februarie, Mei, Augustus en November van elke jaar moet 6c afgetrek word: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie.

(2) Die werkgever moet die totale bedrae aldens afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat hy moet bydra, saam met 'n staat in die vorm van Aanhangsel B, binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

KLOUSULE 21.—MEDIËSE BYSTANDSVERENIGING

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

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

- (a) 'n Bedrag van 32c van alle werknemers wat minder as R16 per week verdien;
- (b) 'n bedrag van 33c van alle werknemers wat R16 of meer per week verdien;

retain it until the employee leaves his employ, whereupon the employer shall enter on the card the date of termination of employment and prescribed wage on termination and return the card to the employee. The employee shall thereupon surrender his doctor's card in exchange for his service card: Provided that if the employee is unable to surrender his doctor's card the employer shall immediately forward the service card to the Council's office, where the employee may make application for the service card.

(4) When during or on completion of the trial period, the contract of service of an employee is confirmed, the employer shall within three days of such confirmation submit the employee's service card for checking to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure D.

(5) If during a period of employment, an employee is transferred from one occupation to another, the employer shall, immediately on such transfer, enter in the service card the new occupation of the employee, the date of such transfer and the wage paid to such employee on the date of transfer and forward the card to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, for checking.

CLAUSE 19.—EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may on account of old age, or infirmity or for any other good or sufficient reason, grant to or in respect of any person, exemption from any of the provisions of this Agreement.

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

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—

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

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

CLAUSE 20.—COUNCIL FUNDS

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

(1) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct 7c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, except that on the first pay-day of February, May, August and November of each year, 6c shall be deducted: Provided that no deduction shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(2) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him and a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.

CLAUSE 21.—MEDICAL BENEFIT SOCIETY

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

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

- (a) an amount of 32c from all employees earning less than R16 per week;
- (b) an amount of 33c from all employees earning R16 or more per week;

Met dien verstande dat geen bedrag afgetrek moet word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bydraes afgetrek moet word nie. Die werkgever moet die bedrae wat aldus afgetrek is, tesame met 'n bedrag bygevoeg deur die werkgever wat gelyk is aan die totale bedrae aldus afgetrek, binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms.

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

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

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

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

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

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

(ii) werknemers van die Raad, die Garment Workers' Union of South Africa en die Transvaal Clothing Manufacturers' Association, op voorwaarde dat die werkgever van sodanige werknemers die bedrag in subklousule (2) (a) van hierdie klousule voorgeskryf van die werknemer se loon aftrek en die totale bedrae aldus afgetrek, tesame met 'n gelyke bedrag, binne sewe dae na die einde van die maand waarin die aftrekkings gedoen moes word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur; en

(iii) voortsettingslede wat, by die toepassing van hierdie klousule, beteken lede wat aansoek om voortgesette lidmaatskap van die Vereniging doen binne 30 dae nadat hul lidmaatskap van die Vereniging vervel het en/of hul diens geëindig het by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) en/of die Garment Workers' Union of South Africa en/of die Transvaal Clothing Manufacturers' Association, en wat 10 jaar lidmaatskap van die Vereniging voltooi het en ledigheid van R1 per maand vooruit betaal;

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

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

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

(c) By betaling van R36 per jaar, kan werkgewers in die Klerasiennywerheid (Transvaal) lede van die Vereniging word.

(d) Lidmaatskap van die Vereniging eindig—

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

Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fall due. The employer shall forward the amounts so deducted, together with an amount added by the employer equal to the aggregate of the deductions so made, within seven days from the end of the week in which the deductions fall due to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement.

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

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

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

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

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

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

(ii) employers of the Council, the Garment Workers' Union of South Africa and the Transvaal Clothing Manufacturers' Association, provided the employer of such employee deducts the amount prescribed in subclause (2) (a) of this clause from such employee's wage and forwards the total amounts so deducted together with an equal amount to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the month in which the deductions fall due; and

(iii) continuation members, which for the purposes of this clause shall mean members who apply for continued membership of the Society within 30 days of ceasing membership of the Society and/or employment in the Industrial Council for the Clothing Industry (Transvaal) and/or the Garment Workers' Union of South Africa and/or the Transvaal Clothing Manufacturers' Association and who have completed 10 years of membership with the Society and who pay a subscription of R1 per month in advance;

shall be eligible for membership of the Society: Provided that continuation members shall be entitled to all the benefits prescribed in this clause and the Constitution of Rules of the Society: Provided further that such benefits are obtained only through the Society's appointed medical officers.

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

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

(c) On payment of R36 per annum, employers in the Clothing Industry (Transvaal) may become members of the Society.

(d) Membership of the Society shall cease—

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

(ii) ná 'n tydperk van 13 weke ononderbroke werkloosheid;
 (iii) ná 'n tydperk van 26 weke ononderbroke siekte gesertifiseer deur een van die Vereniging se mediese beamptes;
 (iv) in die geval van 'n voortsettingslid, wanneer sodanige voortsettingslid versuim het om die bydraes te betaal ten opsigte van enige maand soos voorgeskryf in subklousule (8) (a) (iii) van hierdie klousule, en/of diens aanvaar in enige ander nywerheid, bedryf of beroep;
 (v) wanneer 'n lid die afhanklike word van 'n lid van 'n mediese skema, ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967).

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

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

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

(b) medisyne deur sodanige algemene praktisyn voorgeskryf,

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

(a) Die dienste van 'n algemene praktisyn en tandarts (hierna "mediese beamptes" genoem), deur die Bestuurskomitee aangestel;

(b) konsultasie met spesialiste deur die Bestuurskomitee aangestel;

(c) medisyne voorgeskryf deur die mediese beamptes of spesialiste van die Vereniging;

(d) betaling van gelde vir ambulansie bestel deur die mediese beamptes of spesialiste van die Vereniging.

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

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

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

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

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

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

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

(ii) after a period of 13 weeks continued unemployment;
 (iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers;

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

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

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

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

(a) the services of a general practitioner appointed by the Management Committee;

(b) medicines prescribed by such general practitioner.

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

(a) The services of a general practitioner and dentist (hereinafter referred to as "medical officer") appointed by the Management Committee;

(b) consultations with such specialists as are appointed by the Management Committee;

(c) medicines prescribed by the medical officers or specialists of the Society;

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

(11) Members of the Society from whose wages deductions have been made regularly for a period of three years (144 deductions) shall, in addition to the benefits mentioned in subclauses (9) and (10) of this clause, be entitled to the following:

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

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

(12) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal): Provided that if no new agreement providing for the continuation of the Society is entered into within one year after the expiration of this Agreement or the Society not being transferred as aforesaid within such period, the Society shall be liquidated in the manner set out in subclause (14).

(13) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Society and the members of the Committee existing at the date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Society shall, upon the expiration of this Agreement, be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (14) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the funds of the Society shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

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

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

(b) Alle werk-gewers moet op versoek van die Sekretaris hul werknemers toelaat om (wanneer 'n grootskaalse X-straalonder-soek deur die Vereniging onderneem word) gedurende hul werk-ure aan 'n X-straalondersoek onderwerp te word, en geen bedrag mag vir tyd wat hierdeur verloor word, van die loon van die werknemer afgetrek word nie.

(c) Voorts is dit 'n diensvoorwaarde dat 'n werknemer hom op skriftelike versoek van die Vereniging binne 'n tydperk van twee weke na die datum van sodanige versoek aan 'n X-straalonder-soek moet onderwerp. 'n Werknemer wat versuim om aan dié versoek te voldoen, mag nie vir indiensneming in die Klerasie-nywerheid in aanmerking geneem word nie, en geen werk-gewer mag sodanige werknemer in diens neem nie.

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

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

(19) Die fondse van die Vereniging bestaan uit—

(a) die bydraes wat ooreenkomstig hierdie Ooreenkoms in die Vereniging gestort word;

(b) rente wat van die belegging van geld van die Vereniging verkry word;

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

KLOUSULE 22.—SLAPTEBESOLDIGINGSFONDS

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

(2) Die Fonds bestaan uit—

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

(b) rente wat van die belegging van geld van die Fonds verkry word;

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

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

(b) Die werk-gewer moet die totale bedrag wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, binne sewe dae na die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(4) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en opvragings uit die Fonds geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig word. Alle geld wat nie nodig is om lopende uitgawes te dek nie, moet by 'n bou-vereniging belê word of soos bepaal in artikel 21 (3) van die Wet, na goedgekeurde van die Raad, wat sodanige beleggings kan wysig soos hy van tyd tot tyd bepaal.

(5) Die Raad moet 'n openbare rekenmeester as ouditeur aan-stel en sy besoldiging moet uit die Fonds betaal word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperke

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

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

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

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

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

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

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

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

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

CLAUSE 22.—SLACK PAY FUND

(1) There is hereby continued a fund known as the Transvaal Clothing Industry Slack Pay Fund, in this clause referred to as the "Fund", the administration of which shall be vested in the Industrial Council for the Clothing Industry (Transvaal), and the purpose of which shall be the payment of benefits to employees who lose earnings as a result of being put on short-time in terms of clause 6 of this Agreement, and, in addition, the payment of benefits in respect of absences through illness to contributors who contributed the additional amounts specified in clause 22 (3) (a) (ii) of the Agreement, dated 6 May 1971, as published under Government Notice 1326, dated 30 July 1971. Benefits shall be paid at such rates and under such conditions as may be laid down in the rules adopted by the Council for the admini-stration of the Fund. A copy of such rules and any amendments thereof shall be lodged with the Secretary for Labour within two weeks of the adoption thereof.

(2) The Fund shall consist of—

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

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

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

(3) (a) Every employer shall, on the first pay-day of February, May, August and November of each year and from the first relevant pay-day after this Agreement comes into operation, deduct 1c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that no deductions shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(b) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him, to the Secretary of the Council, P.O. Box 5101, Johannes-burg, 2000, within seven days of the end of the week in which the deductions fall due.

(4) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may from time to time be authorised by the Industrial Council. All moneys not required to meet current payments shall be invested in a building society or as provided for in section 21 (3) of the Act in the discretion of the Council, which may vary such investments as it may from time to time determine.

(5) The Council shall appoint a public accountant as auditor, whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 31

wat op 31 Desember eindig. Die geouditeerde staat en balans-staat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, die Transvaal Clothing Manufacturers' Association en die Garment Workers' Union of South Africa gestuur word.

(6) Ingeval hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwyder is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerk uitsluitlik is om die werknemers van die Klerasiennywerheid (Transvaal) te bevoordeel: Met dien verstande dat indien geen nuwe ooreenkoms wat bepaal dat die Fonds voortgesit word, binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan is of die Fonds nie soos voornoem binne sodanige tydperk oorgedra is nie, die Fonds gelikwyder moet word op die wyse in subklousule (8) uiteengesit.

(7) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds geadmistreer word deur 'n komitee bestaande uit vyf verteenwoordigers van die Transvaal Clothing Manufacturers' Association en vyf verteenwoordigers van die Garment Workers' Union of South Africa en hierdie komitee moet voortgaan om die sake van die Fonds te administreer. Ingeval sodanige komitee nie in staat is of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee vir dié doel uit te voer. As daar geen raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms deur die komitee of die trustees, na gelang van die geval, gelikwyder word op die wyse in subklousule (8) van hierdie klousule uiteengesit: Met dien verstande dat indien die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die saldo van hierdie Fonds verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(8) By likwidasië van die Fonds ingevolge subklousules (6) en (7) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, in die Raad se fondse gestort word.

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

KLOUSULE 23.—UITTREKSELS UIT LOONREGISTERS

Elke werkgewer moet ten opsigte van elke kalendermaand 'n opgawe in die vorm van Aanhangsel C aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur wat ten opsigte van elke werknemer die volgende aantoon: Die Nywerheidsraadnommer, kloknommer (as daar een is), die weeklikse bedrae wat afgetrek is ooreenkomstig die geldende gepubliseerde Voorsorgfondsooreenkoms van die Raad en die getal bedrae wat afgetrek is ten opsigte van die fondse van die Nywerheidsraad, die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptesoldigingsfonds van die Transvaalse Klerasiennywerheid en die Opleidingsfonds van die Klerasiennywerheid (Transvaal), die datum van indiensneming (as die werknemer in diens geneem is gedurende die kalendermaand waarop die opgawe betrekking het), die beroep, die datum van diensbeëindiging (as die werknemer se diens gedurende die kalendermaand waarop die vorm betrekking het, beëindig is), en die weekloon aan elke werknemer betaal.

Hierdie vorm moet voor of op die 10de dag van die maand wat volg op die kalendermaand waarop die opgawe betrekking het by die Raad ingedien word.

KLOUSULE 24.—INDIENSNEMING VAN LEDE VAN DIE VAKVERENIGING

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

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

December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, the Transvaal Clothing Manufacturers' Association and the Garment Workers' Union of South Africa.

(6) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal): Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated in the manner set out in subclause (8).

(7) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall be administered by a committee consisting of five representatives appointed by the Transvaal Clothing Manufacturers' Association and five representatives appointed by the Garment Workers' Union of South Africa, which committee shall continue to administer the affairs of the Fund. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiration of this Agreement, be liquidated by the committee or the trustees, as the case may be, in the manner set forth in subclause (8) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(8) Upon liquidation of the Fund in terms of subclauses (6) and (7) of this clause, the moneys remaining to the credit of the Fund, after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid into the funds of the Council.

(9) All administration and liquidation charges shall be charges against the Fund.

CLAUSE 23.—EXTRACTS FROM WAGE REGISTERS

Every employer shall, in respect of each calendar month, forward a return in the form of Annexure C to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, showing, in respect of each employee, the Industrial Council number, clock number (if any), the weekly amounts deducted in accordance with the current published Provident Fund Agreement of the Council and the number of deductions made in respect of the funds of the Industrial Council, the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Transvaal Clothing Industry Sack Pay Fund and the Training Fund for the Clothing Industry (Transvaal), the date of engagement (if the employee was engaged during the calendar month to which the return relates), the occupation, the date of termination (if the employee's services were terminated during the calendar month to which the form relates), and the weekly wage paid to each employee.

This form shall be submitted to the Council not later than the 10th day of the month following the calendar month to which the return relates.

CLAUSE 24.—EMPLOYMENT OF TRADE UNION LABOUR

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

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

(3) Hierdie klousule is nie van toepassing nie—

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

(b) ten opsigte van 'n werknemer bedoel in klousule (4) (1) (j) (v) tot (xi) en (4) (1) (k): Met dien verstande dat 'n werknemer op die skriftelike versoek van dié werknemer, bydraes tot die fondse van die vakvereniging moet aftrek.

KLOUSULE 25.—ORGANISASIE VAN WERKNEMERS

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

(a) onderhoude met werknemers oor vakverenigingsake te voer;

(b) nuwe lede in te skryf;

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

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

(2) Die gemagtigde persoon of persone moet die werkgever of sy verteenwoordigers kennis gee van sy of haar voorneme om die bedryfsinrigting te besoek.

KLOUSULE 26.—AGENTE

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

KLOUSULE 27.—INDIENSNEMING VAN MINDERJARIGES

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

KLOUSULE 28.—VERTONING VAN OOREENKOMS

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

KLOUSULE 29.—SIEKEBESOLDIGINGSFONDS

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

(2) (a) Elke werkgever moet op die betaaldag van elke week die bedrae soos hieronder uiteengesit, aftrek van die loon van elkeen van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie, en die werkgever moet die totale bedrae wat aldus afgetrek is, tesame met 'n bedrag gelyk aan die bedrae afgetrek ingevolge subparagrafe (i) en (ii) van hierdie subklousule wat deur hom bygedra moet word, saam met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, binne sewe dae vanaf die einde van die week waarin die aftrekkings gedoen moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur:

(i) Werknemers wat minder as R16 per week verdien—22c;

(ii) werknemers wat R16 of meer per week verdien—23c; en daarbenewens

(iii) (aa) 9c in die geval van alle werknemers wat minder as R16 per week verdien;

(ab) 16c in die geval van alle werknemers wat R16 of meer per week verdien, uitgesonderd manlike werknemers wat R24 of meer per week verdien; en

(ac) 26c in die geval van alle manlike werknemers wat R24 of meer per week verdien.

(b) Die bedrae wat ingevolge paragrafe (a) (i) en (ii) afgetrek word, tesame met die gelyke bedrag wat deur die werkgever bygevoeg word, moet gekrediteer word aan die Gewone Siekebesoldigingsrekening en die bedrae wat ingevolge paragraaf (a) (iii) afgetrek word, aan die Spesiale Siekebesoldigingsrekening.

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

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

(3) This clause shall not apply—

(a) to the employment in the Industry of any employee who has been suspended or expelled from membership of the trade union, or who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union;

(b) in respect of an employee referred to in clause 4 (1) (j) (v) to (xi) and 4 (1) (k): Provided that an employer shall, on the written request of such an employee, deduct contributions to the funds of the trade union.

CLAUSE 25.—ORGANISATION OF EMPLOYEES

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

(a) interviewing employees on trade union matters;

(b) enrolling new members;

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

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

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

CLAUSE 26.—AGENTS

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

CLAUSE 27.—EMPLOYMENT OF MINORS

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

CLAUSE 28.—EXHIBITION OF AGREEMENT

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

CLAUSE 29.—SICK PAY FUND

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

(2) (a) Every employer shall on the pay-day of each week deduct the amounts specified below from the wages of each of his employees for whom minimum wages are prescribed in the Agreement: Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fell due, and the employer shall forward the amounts so deducted, together with an amount added by the employer equal to the aggregate of the deductions made in terms of subparagraphs (i) and (ii) of this subclause, within seven days from the end of the week in which the deductions fall due, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement:

(i) Employees earning less than R16 per week—22c;

(ii) Employees earning R16 per week or more—23c; and in addition

(iii) (aa) 9c in the case of all employees earning less than R16 per week;

(ab) 16c in the case of all employees earning R16 per week or more, excluding male employees earning R24 per week or more; and

(ac) 26c in the case of all male employees earning R24 per week or more.

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

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

(4) The Constitution of the Fund may be amended at any time by the Management Committee subject to the approval of the Council. Should a dispute arise at any time as to the

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

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

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

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

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

(a) Siekebesoldiging moet betaal word vir tydperke van afwesigheid van werk van drie dae of langer weens siekte: Met dien verstande dat 'n sertifikaat wat sodanige tydperk dek van 'n mediese beoefenaar of spesialis van die Vereniging, of in die geval van werknemers wat nie lede van die Vereniging is nie, van 'n dokter of spesialis wat hulle gedurende so 'n siekte behandel het, ingedien word;

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

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

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

(ii) Ondanks die beperkings in paragraaf (a) (i) van hierdie subklousule vervat, moet 'n manlike lid wat 'n weekloon van R24 of meer ontvang, benewens die bedrag in paragraaf (a) (i) gespesifiseer, 'n verdere bedrag van R1 betaal word vir elke dag wat hy weens siekte van die werk afwesig is.

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

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

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

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

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

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

provisions of the Constitution or the administration of the Fund or any other matter in regard to which the members of the Management Committee are equally divided, the matter shall be referred to the Industrial Council, and in the event of no agreement being reached by the Council, such dispute shall be referred to an arbitrator agreed upon by them or failing such agreement, nominated by the Industrial Registrar. The arbitrator's decision shall be final.

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

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

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

(8) All employees from whose wages at least 13 consecutive weekly deductions have been made in terms of subclause (2) of this clause shall be entitled to sick pay from the Ordinary Sick Pay Account on the following conditions:

(a) Sick pay shall be paid for periods of absence from work of three days or longer duration owing to illness: Provided that a certificate covering such period is produced from a medical officer or specialist of the Society, or in the case of employees who are not members of the Society from a doctor or specialist who had attended to them during such illness;

(b) members shall be entitled to sick pay for not more than 12 weeks in any period of 12 months: Provided that in case of illness arising from pregnancy not more than eight weeks' sick pay shall be paid. The Management Committee may in its discretion authorise payment for an additional number of weeks not exceeding three in any one period;

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

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

(ii) Notwithstanding the limitations contained in paragraph (a) (i) of this subclause, a male member receiving a weekly wage of R24 or more shall receive in addition to the amount specified in paragraph (a) (i) a further amount of R1 in respect of each day of absence owing to illness.

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

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

(b) For the purposes of subclauses (8) and (9) of this clause, a period of 12 months shall be reckoned from the first day of illness for which sick pay is payable; further periods of 12 months shall be reckoned from the first day of illness for which sick pay is payable after the expiration of the previous period of 12 months.

(c) No sick pay shall be paid in terms of subclauses (8) and (9) of this clause for any period for which holiday pay is payable and/or the period of three weeks calculated from the last day of work of an establishment closing for annual leave at the end of each year.

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

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

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

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

(15) Die Fonds bestaan uit—

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

(b) rente wat van die belegging van geld van die Fonds verkry word;

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

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

KLOUSULE 30.—OORPAKKE

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

(a) 1 April to 30 September van elke jaar, twee nuwe oorpakke uitreik;

(b) 1 Oktober tot 30 Maart van elke jaar, een nuwe oorpak uitreik;

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

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

(3) Alle oorpakke of beskermende kledingstukke wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgewer en moet deur die werknemer aan sy werkgewer by beëindiging van sy diens terugbesorg word. Die werkgewer kan van sy werknemer die bedrag van R2,50 per oorpak of beskermende kledingstuk by sy diensbeëindiging invorder ingeval die werknemer nie 'n oorpak of beskermende kledingstuk wat aan hom uitgereik is, terugbesorg het nie, en die bedrag is, ondanks klousule 7 (2) van hierdie Ooreenkoms verhaalbaar deur dit af te trek van geld wat aan sodanige werknemer verskuldig is.

KLOUSULE 31.—STABILISASIEVERSEKERINGSFONDS

(1) Hierby word 'n Stabilisasieversekeringsfonds voortgesit, in hierdie klousule die "Fonds" genoem, met die doel om—

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

(b) aan die Mediese Bystandsvereniging van die Klerasienywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasienywerheid (Transvaal), die Slaptesoldigingsfonds van die Klerasienywerheid (Transvaal) en die Voorsorgfonds van die Klerasienywerheid (Transvaal), by sessie aan die Fonds van enige eis wat die Mediese Bystandsvereniging van die Klerasienywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasienywerheid (Transvaal), die Slaptesoldigingsfonds van die Klerasienywerheid (Transvaal) en/of die Voorsorgfonds van die Klerasienywerheid (Transvaal), teen die insolvente boedel van enige werkgewer mag hê ten opsigte van voorkeurbedraes verskuldig ingevolge artikel 99 van die Insolvensiewet, No. 24 van 1936, 'n bedrag gelyk aan die bedrag van dié eis te betaal.

(2) Die Fonds bestaan uit—

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

(b) rente gekweek op geld wat belê is;

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

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

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

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

(15) The Fund shall consist of—

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

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

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

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

CLAUSE 30.—OVERALLS

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

(a) 1 April to 30 September of each year two new overalls; and

(b) 1 October to 30 March of each year one new overall; and shall annually on or before 1 July issue two new overalls to each and every female employee in his employment, other than employees referred to in paragraph (a) who have not completed three months of employment. An employee to whom such overalls have been issued in terms hereof shall be required to wear such overalls during all working hours, and shall be responsible for the good condition and laundering, away from the establishment where she is employed, of such overalls: Provided that an employer may launder his overalls and withdraw the right of an employee to take such overalls away from the establishment where she is employed: Provided further that nothing contained in his subclause shall be construed to reduce the obligations imposed on any employer in regard to protective clothing and appliances as laid down in the Factories, Machinery and Building Work Act, 1941, or the regulations published under that Act.

(2) An employer shall issue to all male employees such protective garments as may be required for the occupation in which such male employee is employed, subject to the Council having approved of the nature of such protective clothing.

(3) All overalls or protective garments issued in terms of this clause shall remain the property of the employer and shall be returned by the employee to his employer at the termination of his service. The employer may collect from his employee the sum of R2,50 per overall or protective garment at the termination of his service in the event of the employee not having returned any overall or protective garment issued to him, which sum shall be recoverable by way of being set-off out of any moneys due to such employee, notwithstanding the provisions of clause 7 (2) of this Agreement.

CLAUSE 31.—STABILISATION INSURANCE FUND

(1) There is hereby continued a Stabilisation Insurance Fund, in this clause referred to as the "Fund", for the purpose of paying to—

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

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

(2) The Fund shall consist of—

(a) contributions paid in terms of subclause (3) of this clause;

(b) interest earned on moneys invested;

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

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

(3) Elke werkgewer in die Nywerheid moet 'n bedrag gelyk aan 25c per werknemer per week bydra en dié bedrag binne sewe dae na die einde van die week waarin die bydraes verskuldig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

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

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

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

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

(b) Die totale bedrag ingevolge paragraaf (a) hierbo uitbetaal, moet gedebiteer word pro rata teen die bedrag wat op elke grootboekvel van elke werkgewer ingeskryf is.

(6) Elke werkgewer moet in Februarie elke jaar 'n lys van alle werknemers in sy diens op die eerste Vrydag van Februarie elke jaar aan die Raad voorleë en as daar gevind word dat die bedrag in die krediet van daardie werkgewer op 1 Januarie daardie jaar, indien gedeel deur die getal werknemers op sy lys, R20 per werknemer te bowe gaan, moet dié oorbedrag aan die werkgewer terugbetaal word en moet dié oorbedrag wat terugbetaal is, teen die werkgewer se grootboekrekening gedebiteer word.

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

(b) Wanneer eise teen die insolvente boedel van 'n werkgewer ingestel word ten opsigte van eise ingevolge subklousule (1) aan die Fonds gesedeer, moet die bedrag in die krediet van die werkgewer van dié insolvente boedel afgetrek word van die bedrag van die eise wat ingevolge subklousule (1) aan die Fonds gesedeer is: Met dien verstande dat dié bedrag meer is as die totale bedrag van die eise wat aan die Fonds gesedeer is, die saldo of deel van die saldo in die insolvente boedel van sodanige werkgewer gestort moet word.

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

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

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

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

(3) Every employer in the Industry shall contribute an amount equal to 25 cents per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days after the end of the week in which the contributions fall due.

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

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

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

(ii) the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Provident Fund for the Clothing Industry (Transvaal) and the Slack Pay Fund for the Clothing Industry (Transvaal) an amount equal to the amount of the claim ceded to the Fund, in terms of subclause (1) (b) of this clause.

(b) The total amount as paid out in terms of paragraph (a) above shall be debited pro rata to the amount entered on each ledger sheet of each employer.

(6) Every employer shall submit to the Council in the month of February of each year a list of all employees in his employment on the first Friday of February of each year and if it is found that the amount standing to the credit of that employer as at the first day of January of that year, if divided by the number of employees listed, exceeds R20 per employee, such employer shall be refunded such excess amount and such excess amount refunded shall be debited against the employer's ledger sheet.

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

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

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

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

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

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

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

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

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

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

(b) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Uitvoerende Komitee voortgaan om die Fonds te administreer totdat dit of gelikwider is, of deur die Raad ingevolge subklousule (11) van hierdie klousule, na 'n ander fonds oorgedra is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan word nie, of die Fonds nie soos voornoem binne sodanige tydperk oorgedra word nie, die Fonds deur die Raad gelikwider moet word op die wyse in paragraaf (a) van hierdie subklousule en in subklousule (13) uiteengesit.

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

KLOUSULE 32.—OPLEIDINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSSVAAL)

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

(2) Die Opleidingsfonds bestaan uit—

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

(b) rente gekweek op geld belê;

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

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

(d) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited into a savings bank account, named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may from time to time be authorised by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in the No. 2 account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

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

(12) (a) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of such dissolution of the Council and the Fund shall then be liquidated by a committee of four representatives appointed by the Transvaal Clothing Manufacturers' Association and four representatives appointed by the Garment Workers' Union of South Africa. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon as a result of which the committee is unable to effect liquidation of the Fund, the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. The assets of the Fund, after payment of all claims against the Fund including the administration and liquidation expenses, shall be paid, pro rata to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer, to the employers who had contributed to the Fund.

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

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

CLAUSE 32.—TRAINING FUND FOR THE CLOTHING INDUSTRY (TRANSSVAAL)

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

(2) The Training Fund shall consist of—

(a) contributions paid in terms of subclause (3) of this clause;

(b) interest earned on moneys invested;

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

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

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

(b) Die werkgewer moet die totale bydrae wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur hom bygedra moet word, saam met 'n staat in die vorm van Aanhangsel B, binne sewe dae na die einde van die week waarin die aftrekkings gedoen moet word aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(4) Die Opleidingsfonds word geadminestreer deur 'n Bestuursraad bestaande uit vier verteenwoordigers van die werkgewers-organisatie en vier verteenwoordigers van die vakvereniging, deur die Raad aangestel.

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

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

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

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

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

(e) aandaag te skenk aan enige ander saak wat in verband staan met die bedryf van 'n opleidingskollege, soos die uitreiking van sertifikate van bevoegdheid aan suksesvolle studente, die bevordering van openbare betrekkings, die huur of verkryging deur aankoop van geskikte uitrusting en persele en enige ander saak wat na die mening van die Bestuursraad noodsaaklik is vir die suksesvolle bestuur van die opleidingskollege en/of die werwing van werknemers en/of ander personeel vir die Klerasiennywerheid in Transvaal en die onderneming van navorsing;

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

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

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

(8) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstrik, of wanneer betaling van bydraes ooreenkomstig subklousule (12) gestaak word moet die bestuursraad voortgaan om die Opleidingsfonds te administreer totdat dit of gelikwider of oorgedra word deur die Raad na 'n ander fonds of fondse of ander liggaam wat in die lewe geroep is vir hoofsaaklik dieselfde doeleindes waarvoor hierdie Opleidingsfonds ingestel is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, binne een jaar na verstrikking van hierdie Ooreenkoms aangegaan word, of die Fonds nie, soos voornoem, binne die tydperk oorgedra word nie, die Fonds gelikwider moet word op die wyse in subklousule (10) uiteengesit.

(9) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Fonds geadminestreer word deur 'n komitee bestaande uit vier verteenwoordigers van die Transvaal Clothing Manufacturers' Association deur dié organisasie benoem en vier

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

(3) (a) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct 6c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement: Provided that no deduction shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(b) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him, together with a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.

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

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

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

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

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

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

(e) attend to any other matter incidental to the operation of a training college, such as the issuing of certificates of competency to successful students, the promotion of public relations, the hiring or acquisition by purchase of suitable equipment and premises and any other matters which, in the opinion of the Board of Management, are essential for the successful conduct of the training college and/or the recruiting of employees and/or other personnel for the Clothing Industry in the Transvaal and the undertaking of research;

(f) co-opt in an advisory capacity such other persons as it may deem fit.

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

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

(8) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, or on the cessation of payment of contributions in terms of subclause (12), the Training Fund shall continue to be administered by the Board of Management until it be either liquidated or transferred by the Council to any other fund or funds or other body constituted for substantially the same purposes for which this Training Fund was created: Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated in the manner set out in subclause (10).

(9) In the event of the dissolution of the Council, or in the event of its ceasing to function during any period in which this Agreement is binding, the Fund shall be administered by a committee consisting of four representatives of the Transvaal Clothing Manufacturers' Association appointed by the Association

verteenwoordigers van die Garment Workers' Union of South Africa deur die vereniging benoem, welke komitee moet voortgaan om die sake van die Opleidingsfonds te administreer. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige komitee uit te voer, en sodanige trustee of trustees beskik vir dié doel oor al die bevoegdhede van die komitee. Ingeval hierdie Ooreenkoms na die ontbinding van die Raad verstryk, moet die Opleidingsfonds gelikwider word deur die komitee wat ingevolge hierdie subklousule aangestel is of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is, na gelang van die geval, op die wyse in subklousule (10) uiteengesit: Met dien verstande dat indien die sake van die Raad by sodanige verstryking alreeds gelikwider en sy bates verdeel is, die saldo van die Opleidingsfonds se bates ooreenkomstig artikel 34 (4) van die Wet verdeel moet word as dit deel van die algemene fondse van die Raad uitmaak.

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

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

(12) Bydraes ingevolge subklousule (3) moet net tot 30 September 1977 betaal word. Daarna moet die Fonds gelikwdeer word soos in subklousule (8) van hierdie klousule bepaal.

Namens die partye op hede die 14de dag van April 1977 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

T. KINNEAR, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

and four representatives of the Garment Workers' Union of South Africa appointed by the Union, which committee shall continue to administer the affairs of the Training Fund. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising 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 who shall possess all the powers of the committee for such purposes. In the event of the expiration of this Agreement after the dissolution of the Council, the Training Fund shall be liquidated by the committee appointed in terms of this subclause or by the trustee or trustees appointed by the Industrial Registrar, as the case may be, in the manner set out in subclause (10); Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the assets of the Training Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(10) Upon liquidation of the Fund in terms of subclauses (8) and (9) of this clause, or for any other reason provided that the funds of the Training Fund have not been transferred to another body, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid into the general funds of the Council.

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

(12) Contributions in terms of the provisions of subclause (3) shall be paid only until 30 September 1977. The Fund shall thereafter be liquidated as provided for in subclause (8) of this clause.

Signed at Johannesburg, on behalf of the parties, this 14th day of April 1977.

M. FESTENSTEIN, Chairman.

T. KINNEAR, Vice-Chairman.

J. H. THOMAS. Secretary.

AANHANGSEL A

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

Familiënaam	Voornaam	Registrasie No.
-------------	----------	-----------------

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

ONDERVINDINGSTAAT

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

Minimum loon..... Beroep.....

[illegible]

By die indiensneming moet hierdie kaart aan die werkgever gegee word, en hy moet die eerste vier kolomme daarvan invul en dit dan aan die Raad stuur, saam met die vorm in Aanhangsel D (Verslag van Indiensnemings). Die loon sal in die kantoor van die Raad nagegaan en die kaart aan die werkgever teruggestuur word. Wanneer diens beëindig word, moet die werkgever die laaste twee kolomme invul en die kaart dan aan die werknemer terugbesorg in ruil vir die werknemer se dokterskaart.

"Voorgeskrewe loon" beteken die loon verskuldig ingevolge klousule 4 (1), gelees met klousule 4 (2), van die Ooreenkoms.

Handtekening van werknemer:.....

ANNEXURE A

[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.C.I. check	Date of termination	Prescribed wage	Clock card 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 (Annexure D). At the Council the wage rate will be checked and the card returned to the employer. When employment is terminated, the employer must fill in the last two columns and return the card to the employee, in exchange for the employee's doctor's card.

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

Signature of employee

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)
Garment Centre, hoek van Kerk- en Endstraat, Johannesburg, 2001

Telefoon: 37-1250
Posbus 5101
Johannesburg, 2000

WEEKLIKSE OPGAWE

[Vorm wat ingevul moet word ingevolge klousules 20 (2), 21 (2), 29 (2) en 32 (3) (b) van die Hoofdooreenkomms.]
Hierdie vorm moet ingevul en teruggestuur word binne sewe dae na die maand waarin die bedrae afgetrek moes word

NAAM VAN FABRIEK

ADRES

BYDRAES VIR DIE WEEK EINDIGENDE 19

SIEKEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)		R	c	R	c
Getal bydraes gedurende die week afgetrek—	Tarief				
(a) van manlike werknemers wat R24 per week of meer verdien.....	(teen 49c elk)				
(b) van sowel manlike as vroulike werknemers wat R16 per week of meer verdien, maar uitgesonderd (a) hierbo	(teen 39c elk)				
(c) van sowel manlike as vroulike werknemers wat minder as R16 per week verdien, maar uitgesonderd (a) en (b) hierbo	(teen 31c elk)				
Werkgewer se bydrae: Getal bydraes afgetrek van alle werknemers onder (a) en (b) hierbo	(teen 23c elk)				
Werkgewer se bydrae: Getal bydraes afgetrek van alle werknemers onder (c) hierbo.....	(teen 22c elk)				
Voeg by tekortbetaling op vorige opgawe/s—S.B.F.....					
Voeg by tekortbetaling op vorige opgawe/s—S.S.B.F.R.....					
Totale bydrae vir S.B.F.....					
MEDIËSE BYSTANDSVERENIGING VAN DIE KLERASIENYWERHEID (TRANSVAAL)					
Getal bydraes gedurende die week afgetrek—	Tarief				
van alle werknemers wat minder as R16 per week verdien.....	(teen 32c elk)				
van alle werknemers wat R16 per week of meer verdien.....	(teen 33c elk)				
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....					
Voeg by tekortbetaling op vorige opgawe/s.....					
Totale bydrae vir M.B.V.....					

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

	R	c	R	c
Getal bydraes gedurende die week afgetrek—				
van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is.....				
Tarief (teen 7c elk)				

Werkgewer sy bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....				
Voeg by tekortbetaling op vorige opgawe/s.....				

Totale bydrae vir N.R.K.N.....				
--------------------------------	--	--	--	--

VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Werknemers se bydraes, soos per Aanhangsels.....				
--	--	--	--	--

Werkgewer se bydrae, soos per Aanhangsels.....				
--	--	--	--	--

Voeg by tekortbetaling op vorige opgawe/s.....				
--	--	--	--	--

Totale bydrae vir V.F.K.N. (Transvaal).....				
---	--	--	--	--

STABILIASIEVERSEKERINGSFONDS

Getal werknemers.....				
Tarief				

Werkgewer se bydrae.....				
(teen 25c elk)				

Voeg by tekortbetaling op vorige opgawe/s.....				
--	--	--	--	--

Totale bydrae vir Stabiliasiefonds.....				
---	--	--	--	--

OPLEIDINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Getal bydrae gedurende die week afgetrek—				
Tarief				

van alle werknemers vir wie lone in die Ooreenkoms voorgeskryf word.....				
(Teen 6c elk)				

Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....				
Voeg by tekortbetaling op vorige opgawe/s.....				

Totale bydrae vir O.F.K.N.....				
--------------------------------	--	--	--	--

TOTALE BYDRAES BETAALBAAR AAN ALLE FONDSE.....

Trek af oorbetalings op vorige opgawe/s:				
--	--	--	--	--

S.B.F.....				
------------	--	--	--	--

S.S.B.F.R.....				
----------------	--	--	--	--

M.B.V.....				
------------	--	--	--	--

Raad.....				
-----------	--	--	--	--

V.F.....				
----------	--	--	--	--

S.V.F.....				
------------	--	--	--	--

O.F.....				
----------	--	--	--	--

Totale bedrag oorbetaal.....				
------------------------------	--	--	--	--

GROOTTOTAAL.....				
------------------	--	--	--	--

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, Johannesburg, 2001

Phone 37-1250

P.O. Box 5101

Johannesburg, 2000

WEEKLY RETURN

[Form to be completed in terms of clauses 20 (2), 21 (2), 29 (2) and 32 (3) (b) of the Main Agreement.]

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

NAME OF FACTORY.....

ADDRESS.....

CONTRIBUTION FOR THE WEEK ENDING.....19.....

SICK PAY FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

	R	c	R	c
Number of deductions made during the week—				
(a) from male employees earning R24 per week or more.....				
Rates (at 49c each)				
(b) from both male and female employees earning R16 per week or more, but excluding (a) above.....				
Rates (at 39c each)				
(c) from both male and female employees earning less than R16 per week, but excluding (a) and (b) above.....				
Rates (at 31c each)				

Employer's contribution: Number of deductions made from all employees under (a) and (b) above	(at 23c each)	R	c	R	c
Employer's contribution: Number of deductions made from all employees under (c) above	(at 22c each)				
Add underpayment on previous return/s—S.P.F.....					
Add underpayment on previous return/s—S.S.P.F.A.....					
Total contributions for S.P.F.....					
MEDICAL BENEFIT SOCIETY FOR THE CLOTHING INDUSTRY (TRANSVAAL)					
Number of deductions made during the week—	Rates				
from all employees earning less than R16 per week.....	(at 32c each)				
from all employees earning R16 per week or more.....	(at 33c each)				
Employer's contribution: An amount equal to the amount above.....					
Add underpayment on previous return/s.....					
Total contributions for the M.B.S.....					
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)					
Number of deductions made during the week—	Rates				
from all employees for whom wages are prescribed in the Agreement.....	(at 7c each)				
Employer's contribution: An amount equal to the amount above.....					
Add underpayment on previous return/s.....					
Total contribution for the I.C.C.I.....					
PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)					
Employee's contribution, as per Annexures.....					
Employer's contribution, as per Annexures.....					
Add underpayment on previous return/s.....					
Total contribution P.F. for the C.L. (Transvaal).....					
STABILISATION INSURANCE FUND					
Number of employees.....	Rates				
Employer's contribution.....	(at 25c each)				
Add underpayment on previous return/s.....					
Total contribution for Stabilisation Fund.....					
TRAINING FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)					
Number of deductions made during the week—	Rates				
from all employees for whom wages are prescribed in the Agreement.....	(at 6c each)				
Employer's contribution: An amount equal to the amount above.....					
Add underpayment on previous return/s.....					
Total contribution for the T.F.C.I.....					
TOTAL CONTRIBUTIONS PAYABLE TO ALL FUNDS.....					
Deduct overpayment on previous return/s:					
S.P.F.....					
S.S.P.F.A.....					
M.M.B.S.....					
Council.....					
P.F.....					
S.I.F.....					
T.F.....					
Total amount overpaid.....					
GRAND TOTAL.....					

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID

[Vorm wat ingevul moet word ingevolge klousule 23 van die Hooffooreenkoms]

BYDRAÆLYS

Maand

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

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

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

[illegible]

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, P.O. Box 5101, Johannesburg, 2001. Phone 37-1250

[Form to be completed in terms of clause 23 of the Main Agreement]

THE PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TVL)

CONTRIBUTION LIST

Factory -----

Month.....

Checking for receipting.....	.....
Receipting.....	.....
Statistics.....	.....
Provident record check.....	.....
Adds.....	.....
Lefts.....	.....
Preparing for posting.....	.....
Posting.....	.....
Filing.....	.....

Before filing, check that list has been through all departments

PROVIDENT FUND'S OFFICE USE ONLY

Members' contributions..... R.....

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

Employers contributions.....	R.....
Total.....	R.....

Receipt No. _____ R _____

Date.....

[illegible]

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Garment Centre
Hoek van Kerk- en Endstraat
Johannesburg
2001

[Vorm wat ingevul moet word ingevolge klousule 18 (4) van die Hoofdooreenkoms]

Aan die Sekretaris, Nywerheidsraad vir die Klerasienywerheid (Transvaal), Posbus 5101, Johannesburg, 2000. Gaan asseblief ingeslote dienskaarte na en stuur hulle aan my terug.

Fabriek Datum

Besonderhede met betrekking tot ingeslote dienskaarte

[illegible]

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

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre
Cor. of Kerk and End Streets
Johannesburg
2001

REPORT OF ENGAGEMENTS

[Form to be completed in terms of clause 18 (4) of the Main Agreement]

To the Secretary, Industrial Council for the Clothing Industry (Transvaal), P.O. Box 5101, Johannesburg, 2000. Please check the enclosed service cards and return them to me.

Factory _____ Date _____

Particulars relating to service cards enclosed

[illegible]

This form, together with the relevant service card or cards, must be submitted within three days of the confirmation of the employment of each new employee.

Posbus 5101
Johannesburg
2000
Telefoon 37-1250

AANHANGSEL E
SLAPTEBESOLDIGINGSFONDS VAN DIE TRANSVAALSE KLERASIENYWERHEID

AANSOEKE OM VOORDELE

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

Garment Centre
Hoek van Kerk- en Endstraat
Johannesburg
2001

NAAM VAN FABRIEK.....

ADRES.....

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

Let wel.—Verstrek asb. al die vereiste besonderhede in blokletters aangesien dit die betaling van voordele sal bespoedig en onnodige navrae sal uitskakel

Slegs vir kantoorgebruik

Datum.....

Moet deur fabriek ingevul word.

Opmerkings—

Werknemers ontvang voordele vir elke volledige vyf dae korttyd.

Hierdie vorm moet ten opsigte van hoogstens vyf dae korttyd ingevul word.

Werknemers met minder as 13 weke ondervinding in die Klerasienywerheid is nie op voordele geregtig nie.

Handtekening van fabrieksverteenvoordiger

Slegs vir kantoorgebruik

Vel No.....

Datum ontvang.....

Datum ingevul.....

Getal werknemers.....

Getal dae.....

Bedrag betaal..... R.....c

Klok- kaart No.	Naam van werknemer		Diens kaart No.	Vermeld datums waarop werk- nemer korttyd sal werk					Meld huidige weekloon (totaal)		Aan- vangs- datum	Getal dae slaptebe- soldiging tot op datum betaal	Totale bedrag slaptebe- soldiging verskuldig		Op- merkings	Netto bedrag uit Slaptebe- soldigings- fonds ver- skuldig		Bereken deur	Nage- gaan deur	Tjek No.	Hierby sertifiseer ek dat ek op genoemde dae korttyd gewerk het en dat ek geen siektebesoldiging t.o.v. daardie dae getrek het nie	Datum van betaling	Betaal deur
	Voor- letters	Familienaam		1ste dag	2de dag	3de dag	4de dag	5de dag	R	c			R	c		R	c						
1																							
2																							
3																							
4																							
5																							
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P.O. Box 5101
Johannesburg
2000
Phone 37-1250

ANNEXURE E
TRANSVAAL CLOTHING INDUSTRY SLACK PAY FUND

APPLICATION FOR BENEFITS

[Form to be completed in terms of clause 6 (4) of the Main Agreement]

Garment Centre
Cor. of Kerk and End Streets
Johannesburg
2001

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.

For Office use only

.....
Date
To be completed by the factory

Notes—

Employees receive benefits for every complete five days of short-time.

This form must be completed in respect of not more than five days' short-time.

Employees with less than 13 weeks' experience in the Clothing Industry are not entitled to benefits.

Signature of factory representative

For office use only

Sheet No.....

Date received.....

Date completed.....

No. of employees.....

No. of days.....

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

Clock card No.	Name of employee		Service card No.	Give the dates on which the employee will be on short-time					State present total weekly wage		Date of commencement	No. of days slack pay paid to date	Total amount of slack pay due		Remarks	Net amount due from the Slack Pay Fund		Calculated by	Checked by	Cheque No.	I hereby certify that I was on short-time on the days stated and that I have not drawn sick pay in respect of those days	Date of payment	Paid by
	Initials	Surname		1st day	2nd day	3rd day	4th day	5th day	R	c			R	c		R	c						
1																							
2																							
3																							
4																							
5																							
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No. R. 1324

15 Julie 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

KLERASIENYWERHEID, TRANSVAAL

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Klerasienywerheid, gepubliseer by Goewermentskennisgewing R. 1323 van 15 Julie 1977, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

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

S. P. BOTHERA, Minister van Arbeid.

No. 1325

15 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL.—INTREK-
KING VAN GOEWERMENTSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R. 1071 van 17 Junie 1977 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHERA, Minister van Arbeid.

No. 1326

15 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL.—
BUITEWERKOOREENKOMS

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 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 provinsie Transvaal;

No. R. 1324

15 July 1977

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

CLOTHING INDUSTRY, TRANSVAAL

I, Stephanus Petrus Botha, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Clothing Industry published under Government Notice R. 1323 of 15 July 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; and

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

S. P. BOTHERA, Minister of Labour.

No. R. 1325

15 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—CANCEL-
LATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 1071 of 17 June 1977, with effect from the second Monday after the date of publication of this Notice.

S. P. BOTHERA, Minister of Labour.

No. R. 1326

15 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—OUTWORK
AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

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

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 en 5, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en

(d) kragtens artikel 48 (7) van genoemde Wet dat die bepalings van klousules 3, 4 en 5 van genoemde Ooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir die prinsipale en aannemers soos omskryf in klousule 3 van die Ooreenkoms.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSSVAAL)

BUITEWERKOOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Klerasienywerheid en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid werksaam is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid bepaal, en bly van krag tot 30 Junie 1979 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

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

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"Klerasienywerheid" of "Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans' en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke op bestelling van enige staatsdepartement of provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede, maar omvat dit nie kleremakery op maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

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

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

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

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 4 and 5, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and

(d) in terms of section 48 (7) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, the provisions of clauses 3, 4 and 5 of the said Agreement shall be binding upon the principals and contractors as defined in clause 3 of the Agreement.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSSVAAL)

OUTWORK AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

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

1. SCOPE OF APPLICATION OF THE AGREEMENT

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in operation until 30 June 1979, or such period or periods as may be determined by him.

3. DEFINITIONS

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

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

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

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

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

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

4. VERGOEDINGSTARIEWE

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

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

	Tot 30 Junie 1978 R	Daarna R
(i) <i>Baakostuums:</i>		
(a) Bikini.....	1,57	1,70
(b) Eenstuk.....	1,57	1,70
(c) Tweestuk.....	1,57	1,70
(ii) <i>Kleurbaadjies (vir mans, vroue, seuns en meisies).—Soos voorgeskryf vir baadjies, sportbaadjies en slenterbaadjies (vir mans en seuns).</i>		
<i>Bykomend.—Galonwerk, per kleurbaadjie.....</i>	0,26	0,29
(iii) <i>Bloeses. Soos voorgeskryf in die Bloesebylae (vergelyk Aanhangsel A).</i>		
(iv) <i>Ketelpakke:</i>		
(a) Geriste voorkant, met twee sakke, om te begin.....	1,12	1,21
(b) Toegeknoopte voorkant, met twee sakke, om te begin.....	1,48	1,60
<i>Bykomend.—Ekstra sakke, per sak.....</i>	0,10	0,11
(v) <i>Kniebroeke, kortbroeke, langbroeke en kruip-pakke vir seuns:</i>		
(a) Kniebroeke, gevoer, sonder gordellussies, met twee sakke, om te begin.....	0,96	1,04
(b) Kniebroeke, gevoer, met gordellussies, met twee sakke, om te begin.....	1,02	1,10
(c) Kuitbroeke.....	0,78	0,85
(d) Langbroeke, uitgesonderd die boksertipe.....	1,06	1,15
(e) Boksertipe, lank of kort.....	0,72	0,79
(f) Borslappie- en kruisbandkruippakke.....	0,72	0,79
<i>Bykomend.—Ekstra sakke, per sak.....</i>	0,10	0,11
(vi) <i>Buustelyfies:</i>		
(a) Kelk alleen, per kelk.....	0,15	0,17
(b) Onopgestop, kort.....	0,61	0,67
(c) Onopgestop, lank.....	0,87	0,95
(d) Opgestop, kort.....	0,72	0,79
(e) Opgestop, lank.....	0,87	0,95
(f) Bandloos, kort, onopgestop.....	0,52	0,57
(g) Bandloos, lank, onopgestop.....	0,76	0,82
(h) Bandloos, kort, opgestop.....	0,87	0,95
(i) Bandloos, lank, opgestop.....	1,06	1,15
(vii) <i>Bruids-, skemer- en aandrokke:</i>		
(a) Per bruidsrak.....	35,00	38,00
(b) Per skemer- of aandrok, die tarief voorgeskryf in paragraaf (xi) van hierdie subklousule, plus 'n bykomende 15 persent.		
(viii) <i>Kinderklere:</i>		
Kruippakke, per pak.....	0,71	0,78
(ix) <i>Jasse (vir vroue, meisies en kinders):</i>		
(a) Halfjas, sonder voering.....	1,73	1,89
(b) Halfjas, met halwe voering.....	2,63	2,86
(c) Halfjas, met volle voering.....	3,47	3,78
(d) Driekwartjas, sonder voering.....	2,63	2,86
(e) Driekwartjas, met halwe voering.....	3,08	3,35
(f) Driekwartjas, met volle voering.....	3,47	3,78
(g) Vollelengtejas, sonder voering.....	3,25	3,53
(h) Vollelengtejas, met halwe voering.....	3,70	4,02
(i) Vollelengtejas, met volle voering.....	4,37	4,75
(j) Omkeerbare.....	5,60	6,09

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

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

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

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

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

4. RATES OF PAYMENT

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

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

	Up to 30 June 1978 R	There- after R
(i) <i>Bathing costumes:</i>		
(a) Bikini.....	1,57	1,70
(b) One-piece.....	1,57	1,70
(c) Two-piece.....	1,57	1,70
(ii) <i>Blazers (men's, women's, boys' and girls').—As prescribed for jackets, sports coats and leisure jackets (men's and boys').</i>		
<i>Additional.—Braiding, per blazer.....</i>	0,26	0,29
(iii) <i>Blouses.—As prescribed in Blouse Schedule (see Annexure A).</i>		
(iv) <i>Boiler suits:</i>		
(a) Zipped front, with two pockets, to start.....	1,12	1,21
(b) Buttoned-up front, with two pockets, to start.....	1,48	1,60
<i>Additional.—Extra pockets, per pocket.....</i>	0,10	0,11
(v) <i>Boys' knickers, shorts, longs and crawlers:</i>		
(a) Knickers, lined, without belt loops, with two pockets, to start.....	0,96	1,04
(b) Knickers, lined, with belt loops, with two pockets, to start.....	1,02	1,10
(c) Jeans.....	0,78	0,85
(d) Longs, other than boxer type.....	1,06	1,15
(e) Boxer type, long or short.....	0,72	0,79
(f) Bib and brace crawlers.....	0,72	0,79
<i>Additional.—Extra pockets, per pocket.....</i>	0,10	0,11
(vi) <i>Brassieres:</i>		
(a) Cups only, per cup.....	0,15	0,17
(b) Unpadded, short.....	0,61	0,67
(c) Unpadded, long.....	0,87	0,95
(d) Padded, short.....	0,72	0,79
(e) Padded, long.....	0,87	0,95
(f) Strapless, short, unpadded.....	0,52	0,57
(g) Strapless, long, unpadded.....	0,76	0,82
(h) Strapless, short, padded.....	0,87	0,95
(i) Strapless, long, padded.....	1,06	1,15
(vii) <i>Bridal, cocktail and evening dresses:</i>		
(a) Per bridal dress.....	35,00	38,00
(b) Per cocktail or evening dress, the rate prescribed in paragraph (xi) of this subclause, plus an additional 15 per cent.		
(viii) <i>Children's clothing:</i>		
Crawler suits, per suit.....	0,71	0,78
(ix) <i>Coats (women's, girls' and infants'):</i>		
(a) Half coat, unlined.....	1,73	1,89
(b) Half coat, half-lined.....	2,63	2,86
(c) Half coat, fully lined.....	3,47	3,78
(d) Three-quarter coat, unlined.....	2,63	2,86
(e) Three-quarter coat, half-lined.....	3,08	3,35
(f) Three-quarter coat, fully-lined.....	3,47	3,78
(g) Full length coat, unlined.....	3,25	3,53
(h) Full length coat, half-lined.....	3,70	4,02
(i) Full length coat, fully-lined.....	4,37	4,75
(j) Reversible.....	5,60	6,09

	Tot 30 June 1978 R	Daarna R
(x) <i>Kostuums en pakke:</i>		
(a) Snyersbaadjie, sonder voering.....	1,73	1,89
(b) Snyersbaadjie, met halwe voering.....	2,63	2,86
(c) Snyersbaadjie, met volle voering.....	3,47	3,78
(d) Bodeel van oorbloese, sonder voering.....	1,31	1,42
(e) Bodeel van oorbloese, met voering.....	1,57	1,70
(f) Bodeel van hemp, moue sonder mansjette.....	1,12	1,21
(g) Bodeel van hemp, moue met mansjette.....	1,31	1,42
(h) Bodeel van hemp, met voering.....	1,73	1,89
(i) Romp, soos voorgeskryf in Romphyllae (verge- lyk Aanhangsel B).		
(xi) <i>Rokke (vir vroue, meisies en kinders), uitge- sonderd bruids-, skemer- en aandrokke.</i> —Soos voor- geskryf in Rokbylae: Met dien verstande dat waar geen omkapwerk gedoen word nie, die vereiste tariewe 10 persent laer as die voorgeskrewe tariewe is. (Vergelyk Aanhangsel C).		
(xii) <i>Kamerjaponne (vir mans en seuns):</i>		
(a) Mans.....	1,31	1,42
(b) Seuns.....	1,12	1,21
(xiii) <i>Kamerjaponne en huisjasse (vir vroue, meisies en kinders):</i>		
(a) Kamerjapon, lank.....	1,68	1,82
(b) Kamerjapon, driekwart.....	1,57	1,70
(c) Huisjas.....	1,31	1,42
<i>Bykomend.</i> —Met kant of ander sierwerk, tel by ..	0,26	0,29
(xiv) <i>Baadjies, sportbaadjies en slenterbaadjies (vir mans en seuns):</i>		
(a) Sonder voering, met omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,08	3,35
(b) Met halwe voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,70	4,02
(c) Met volle voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,30	3,59
(d) Sonder voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	1,57	1,70
(e) Met halwe voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	1,90	2,07
(f) Met volle voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	1,73	1,89
(g) Kraagloos, al die bovermelde tariewe, min....	0,26	0,29
<i>Bykomend.</i> —Ekstra sakke, per sak.....	0,19	0,20
Slippe agter en aan die kant, per slip.....	0,19	0,20
(xv) <i>Baadjies (vir vroue, meisies en kinders), driekwartbaadjies en heupbaadjies.</i> —Soos voorge- skryf vir kostuums en pakke.		
(xvi) <i>Bosbaadjies:</i>		
(a) Leer, kort.....	4,37	4,75
(b) Leer, driekwart.....	5,27	5,73
(c) Ander materiaal, sonder voering.....	2,63	2,86
(d) Ander materiaal, met voering.....	3,47	3,78
(xvii) <i>Oorpakke (vir mans) met inbegrip van stoffsasse en doktersjasse:</i>		
(a) Kort.....	1,57	1,70
(b) Lank.....	1,68	1,82
(xviii) <i>Oorpakke (vir vroue, meisies en kinders):</i> Met dien verstande dat die tariewe vir kinderklere 33½ persent minder moet wees as die tariewe hier- onder neergelê:		
(a) Met raglanmoue en skouerstuk.....	1,73	1,89
(b) Met raglanmoue, sonder skouerstuk.....	1,73	1,89
(c) Met gewone moue, sonder skouerstuk, sonder plooi.....	1,17	1,28
(d) Met gewone moue, sonder skouerstuk, met plooi.....	1,29	1,40
(e) Voorskoot- of oorslaantipe, sonder moue.....	0,56	0,60
(f) Voorskoot- of oorslaantipe, met moue.....	0,67	0,73
(xix) <i>Oorjasse (vir mans en seuns):</i>		
(a) Sonder voering, met omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	5,94	6,46
(b) Met halwe voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	6,61	7,19
(c) Met volle voering, omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	7,34	7,98
(d) Sonder voering, sonder omboorsels en hou- stukke en met hoogstens vyf sakke, om te begin.....	3,14	3,41
(e) Met halwe voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	3,87	4,20

	Up to 30 June 1978 R	There- after R
(x) <i>Costumes and suits:</i>		
(a) Tailored jacket, unlined.....	1,73	1,89
(b) Tailored jacket, half-lined.....	2,63	2,86
(c) Tailored jacket, fully-lined.....	3,47	3,78
(d) Jumper top, unlined.....	1,31	1,42
(e) Jumper top, lined.....	1,57	1,70
(f) Shirt top, sleeves without cuffs.....	1,12	1,21
(g) Shirt top, sleeves with cuffs.....	1,31	1,42
(h) Shirt top, lined.....	1,73	1,89
(i) Skirt, as prescribed in Skirt Schedule (see Annexure B).		
(xi) <i>Dresses (women's, girls' and infants') ex- cluding bridal, cocktail and evening dresses.</i> —As prescribed in Dress Schedule: Provided that where no overlocking is done the rates laid down shall be 10 per cent lower than prescribed (see Annexure C).		
(xii) <i>Dressing gowns (men's and boys'):</i>		
(a) Men's.....	1,31	1,42
(b) Boys'.....	1,12	1,21
(xiii) <i>Dressing gowns and housecoats (women's, girls' and infants'):</i>		
(a) Dressing gown, long.....	1,68	1,82
(b) Dressing gown, three-quarter.....	1,57	1,70
(c) Housecoat.....	1,31	1,42
<i>Additional.</i> —With lace or other trimming, add ...	0,26	0,29
(xiv) <i>Jackets, sports coats and leisure jackets (men's and boys'):</i>		
(a) Unlined, with tapes and bridles and with up to five pockets, to start.....	3,08	3,35
(b) Half-lined, with tapes and bridles and with up to five pockets, to start.....	3,70	4,02
(c) Fully-lined, with tapes and bridles and with up to five pockets, to start.....	3,30	3,59
(d) Unlined, without tapes and bridles and with up to five pockets, to start.....	1,57	1,70
(e) Half-lined, without tapes and bridles and with up to five pockets, to start.....	1,90	2,07
(f) Fully-lined, without tapes and bridles and with up to five pockets, to start.....	1,73	1,89
(g) Collarless, all rates as above, less.....	0,26	0,29
<i>Additional.</i> —Extra pockets, per pocket.....	0,19	0,20
Back and side vents, per vent.....	0,19	0,20
(xv) <i>Jackets (women's, girls' and infants') jeeps and toppers.</i> —As prescribed for costumes and suits.		
(xvi) <i>Lumber jackets:</i>		
(a) Leather, short.....	4,37	4,75
(b) Leather, three-quarter.....	5,27	5,73
(c) Other material, unlined.....	2,63	2,86
(d) Other material, lined.....	3,47	3,78
(xvii) <i>Overalls (men's), including dust coats and medical coats:</i>		
(a) Short.....	1,57	1,70
(b) Long.....	1,68	1,82
(xviii) <i>Overalls (women's, girls' and infants'):</i> Provided that the rates for infants' garments shall be 33½ per cent less than the rates laid down below:		
(a) Raglan sleeved, with yoke.....	1,73	1,89
(b) Raglan sleeved, without yoke.....	1,73	1,89
(c) Plain sleeved, without yoke, without pleats....	1,17	1,28
(d) Plain sleeved, without yoke, with pleats.....	1,29	1,40
(e) Apron or wrap around, without sleeves.....	0,56	0,60
(f) Apron or wrap around, with sleeves.....	0,67	0,73
(xix) <i>Overcoats (men's and boys'):</i>		
(a) Unlined, with tapes and bridles and with up to five pockets, to start.....	5,94	6,46
(b) Half-lined, with tapes and bridles and with up to five pockets, to start.....	6,61	7,19
(c) Fully lined, with tapes and bridles and with up to five pockets, to start.....	7,34	7,98
(d) Unlined, without tapes and bridles and with up to five pockets, to start.....	3,14	3,41
(e) Half-lined, without tapes and bridles and with up to five pockets, to start.....	3,87	4,20

	Tot 30 Junie 1978 R	Daarna R		Up to 30 June 1978 R	There- after R
(f) Met volle voering, sonder omboorsels en houstukke en met hoogstens vyf sakke, om te begin.....	4,54	4,93	(f) Fully-lined, without tapes and bridles and with up to five pockets, to start.....	4,54	4,93
(g) Kraagloos, alle tariewe soos hierbo genoem, min.....	0,26	0,29	(g) Collarless, all rates as above, less.....	0,26	0,29
Bykomend:			Additional:		
Ekstra sakke, per sak.....	0,19	0,20	Extra pockets, per pocket.....	0,19	0,20
Slippe agter en voor, per slip.....	0,19	0,20	Back and side vents, per vent.....	0,19	0,20
(xx) Slaappakke (vir mans en seuns):			(xx) Pyjamas (men's and boys'):		
(a) Mansbaadjie, sonder kraag.....	1,06	1,15	(a) Men's jackets, without collar.....	1,06	1,15
(b) Mansbaadjie, met kraag.....	1,23	1,34	(b) Men's jackets, with collar.....	1,23	1,34
(c) Mansbroek, lank en met 'n bindkoord.....	0,61	0,67	(c) Men's trousers, long with corded waist.....	0,61	0,67
(d) Mansbroek, kort en met 'n bindkoord.....	0,56	0,60	(d) Men's trousers, short with corded waist.....	0,56	0,60
(e) Mansbroek, lank en met middel van rek.....	0,61	0,67	(e) Men's trousers, long with elasticised waist.....	0,61	0,67
(f) Mansbroek, kort en met middel van rek.....	0,61	0,67	(f) Men's trousers, short with elasticised waist.....	0,61	0,67
(g) Seunsbaadjie, sonder kraag.....	0,61	0,67	(g) Boys' jacket, without collar.....	0,61	0,67
(h) Seunsbaadjie, met kraag.....	1,17	1,28	(h) Boys' jacket, with collar.....	1,17	1,28
(i) Seunsbroek, lank en met 'n bindkoord.....	0,56	0,60	(i) Boys' trousers, long, with corded waist.....	0,56	0,60
(j) Seunsbroek, kort en met 'n bindkoord.....	0,44	0,48	(j) Boys' trousers, short, with corded waist.....	0,44	0,48
(k) Seunsbroek, lank, met middel van rek.....	0,56	0,60	(k) Boys' trousers, long, with elasticised waist.....	0,56	0,60
(l) Seunsbroek, kort, met middel van rek.....	0,44	0,48	(l) Boys' trousers, short, with elasticised waist.....	0,44	0,48
(xxi) Slaapklere en nagrokke (vir vroue, meisies en kinders):			(xxi) Pyjamas and nightgowns (women's, girls' and infants'):		
(a) Bostuk van winterslaappak.....	1,06	1,15	(a) Winter pyjama top.....	1,06	1,15
(b) Broek van winterslaappak.....	0,61	0,67	(b) Winter pyjama pants.....	0,61	0,67
(c) Winternagrok, sonder kant.....	1,00	1,09	(c) Winter nightgown, without lace.....	1,00	1,09
(d) Winternagrok, met kant.....	1,23	1,34	(d) Winter nightgown, with lace.....	1,23	1,34
(e) Bostuk van somerslaappak, sonder kant.....	1,06	1,15	(e) Summer pyjama top, without lace.....	1,06	1,15
(f) Bostuk van somerslaappak, met kant.....	1,45	1,58	(f) Summer pyjama top, with lace.....	1,45	1,58
(g) Broek van somerslaappak, lank.....	0,61	0,67	(g) Summer pyjama pants, long.....	0,61	0,67
(h) Broek van somerslaappak, kort.....	0,44	0,48	(h) Summer pyjama pants, short.....	0,44	0,48
(i) Somernagrok, sonder kant.....	1,00	1,09	(i) Summer nightgown, without lace.....	1,00	1,09
(j) Somernagrok, met kant.....	1,23	1,34	(j) Summer nightgown, with lace.....	1,23	1,34
(xxii) Hemde:			(xxii) Shirts:		
(a) Met sagte boordjie en kort moue.....	1,23	1,34	(a) With soft collar and short sleeves.....	1,23	1,34
(b) Met sagte boordjie en lang moue.....	1,40	1,52	(b) With soft collar and long sleeves.....	1,40	1,52
(c) Sonder boordjie.....	1,57	1,70	(c) Without collar.....	1,57	1,70
Bykomend.—Los boordjies, per boordjie.....	0,26	0,29	Additional.—Loose collars, per collar.....	0,26	0,29
(xxiii) Rompe.—Soos voorgeskryf in Rompbylae (vergelyk Aanhangel B).			(xxiii) Skirts.—As prescribed in Skirt Schedule (see Annexure B).		
(xxiv) Slenterbroeke, spanbroeke en kortbroeke (vir vroue, meisies en kinders):			(xxiv) Slacks, tights and shorts (women's, girls' and infants'):		
(a) Slenterbroeke en spanbroeke.....	1,34	1,46	(a) Slacks and tights.....	1,34	1,46
(b) Kortbroeke.....	1,06	1,15	(b) Shorts.....	1,06	1,15
(xxv) Dasse, strikdasse en krawatte:			(xxv) Ties, bow-ties and cravats:		
(a) Das.....	0,26	0,29	(a) Tie.....	0,26	0,29
(b) Strikdas.....	0,26	0,29	(b) Bow-tie.....	0,26	0,29
(c) Krawat.....	0,26	0,29	(c) Cravats.....	0,26	0,29
(xxvi) Broeke, rybroeke en kortbroeke (vir mans en seuns):			(xxvi) Trousers, riding breeches and shorts (men's and boys'):		
(a) Broeke, sonder gesplete broekbank en met hoogstens vyf sakke, om te begin.....	1,06	1,15	(a) Trousers, without split waistband and with up to five pockets, to start.....	1,06	1,15
(b) Broeke, met gesplete broekband en met hoogstens vyf sakke, om te begin.....	1,57	1,70	(b) Trousers, with split waistband and with up to five pockets, to start.....	1,57	1,70
(c) Kortbroeke, boksertipe, met hoogstens twee sakke, om te begin.....	0,72	0,79	(c) Shorts, boxer type, with up to two pockets, to start.....	0,72	0,79
(d) Kortbroeke, ander soorte, met hoogstens vyf sakke, om te begin.....	1,06	1,15	(d) Shorts, other, with up to five pockets, to start.....	1,06	1,15
(e) Rybroeke.....	4,37	4,75	(e) Riding breeches.....	4,37	4,75
Bykomend:			Additional:		
Ekstra sakke, per sak.....	0,17	0,19	Extra pockets, per pocket.....	0,17	0,19
Omslae, per omslag.....	0,10	0,11	Turn-ups, per turn up.....	0,10	0,11
(xxvii) Onderbroeke:			(xxvii) Underpants:		
(a) Lank, met middel van rek.....	0,61	0,67	(a) Long, with elastic top.....	0,61	0,67
(b) Lank, met middel wat toeknoop.....	0,78	0,85	(b) Long, with button top.....	0,78	0,85
(c) Kort met middel van rek.....	0,56	0,60	(c) Short, with elastic top.....	0,56	0,60
(d) "Jockey"-tipe.....	0,56	0,60	(d) Jockey type.....	0,56	0,60
(xxviii) Onderklere (broekies en onderrokke):			(xxviii) Underwear (panties and slips):		
(a) Broekies, sonder kantsierwerk.....	0,44	0,48	(a) Panties, without lace trimming.....	0,44	0,48
(b) Broekies, met kantsierwerk.....	0,56	0,60	(b) Panties, with lace trimming.....	0,56	0,60
(c) Halfonderrokke, sonder kantsierwerk.....	0,56	0,60	(c) Half-slips, without lace trimming.....	0,56	0,60
(d) Halfonderrokke, met kantsierwerk.....	0,72	0,79	(d) Half-slips, with lace trimming.....	0,72	0,79
(e) Vollengte-onderrokke, sonder kantsierwerk.....	0,78	0,85			
(f) Vollengte-onderrokke, met kantsierwerk.....	1,06	1,15			
(g) Kniebroeke.....	1,00	1,09			
(xxix) Onderhemde:					
(a) Met lang moue, sonder knope.....	0,44	0,48			
(b) Met lang moue, met knope.....	0,56	0,60			

	Up to 30 June 1978 R	There- after R
(c) Met kort moue, sonder knope.....	0,39	0,42
(d) Met kort moue, met knope.....	0,44	0,48
(e) Mouloos.....	0,26	0,29
(xxx) Uniforms (skooldrag):		
(a) Met platplooie, met skouerstuk.....	1,23	1,34
(b) Roktipte.....	1,57	1,70
(xxxi) Diverse kledingstukke:		
(a) Tandartsbaadjies, per baadjie.....	0,78	0,85
(b) Lang voorskoot, met skouerband en borslap, per voorskoot.....	0,61	0,67
(c) Mansvoorskoot, met twee bande en borslap en omboorsels, per voorskoot.....	0,21	0,23
(d) Verpleegstersmus, per mus.....	0,13	0,14
(e) Operasiejasse vir teatersusters, met moue, per jas.....	0,72	0,79
(f) Operasiejasse vir teatersusters, sonder moue, per jas.....	0,56	0,60
(g) Vierkantige katoenvoorskote, met twee bande, per voorskoot.....	0,10	0,11
(h) Teaterpakke, per baadjie.....	0,89	0,97
(i) Teaterpakke, per broek.....	0,78	0,85
(j) Teaterpakke, per mus.....	0,10	0,11
(k) Teaterstewels van wit katoen, per paar.....	0,44	0,48
(xxxii) Ander kledingstukke wat nie hierbo gemeld word nie:		
(a) Vroue, per uur.....	1,73	1,89
(b) Mans, per uur.....	2,63	2,86
(2) Persentasie van die tarief in subklousule (1) van hierdie klousule voorgeskryf vir die volgende werksaamhede:		
(i) Uitsny, per kledingstuk.....	25%	—
(ii) Pars, per kledingstuk.....	20%	—
(iii) Skoonknip en skoonmaak, per kledingstuk..	15%	—
(iv) Vou en verpak, per kledingstuk.....	15%	—
(3) Ten opsigte van die volgende werksaamhede:		
	R	
(i) Gordels, masjienvervaardig, per gordel.....	0,44	0,48
(ii) Knope, met hand aangewerk, per knoop...	0,10	0,11
(iii) Knope, met masjien aangewerk, per knoop..	0,04	0,04
(iv) Snyersknoopsgate met die hand gemaak, per knoopsgat.....	0,35	0,39
(v) Knoopsgate, omgeboor, met die hand ge- maak, per knoopsgat.....	0,26	0,29
(vi) Knoopsgate, diverse, masjienvervaardig, per knoopsgat.....	0,10	0,11
(vii) Borduurwerk met 'n masjien verrig:		
(a) Per sak, gordel of kraag.....	3,53	3,84
(b) Per bolyf.....	8,75	9,51
(c) Per romp.....	8,75	9,51
(d) Per stel moue.....	8,75	9,51
(e) Enige ander borduurwerk, nie in (a) tot (d) hierbo vermeld nie, per uur.....	1,73	1,89
(viii) Borduurwerk met die hand gedoen of ander versiersel met die hand of masjien gedoen, per uur.....		
(i) Soomwerk met die hand gedoen, per jaart...	0,56	0,60
(x) Soomwerk met 'n masjien gedoen, per jaart...	0,10	0,11
(xi) Hakies en ogies, aanhegting per paar.....	0,10	0,11
(xii) Lussies met die hand gemaak, elk.....	0,19	0,20
(xiii) Lussies of stele, met 'n masjien gemaak, per jaart.....	0,10	0,11
(xiv) Lussies, aangeheg met 'n knoopaanwerk- of ander masjien.....	0,22	0,24
(xv) Aanheg van drukknopies, per item.....	0,04	0,04
(4) Naaldwerk, nie in subklousule (3) (i) tot (xv) vermeld nie, per uur.....		
	1,45	1,58

5. REGISTERS WAT BYGEHOU MOET WORD

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

- Volle naam, ras, geslag en adres van die aannemer;
- datum waarop die werk aan die aannemer gegee is;

	Up to 30 June 1978 R	There- after R
(e) Full-length slips, without lace trimming.....	0,78	0,85
(f) Full-length slips with lace trimming.....	1,06	1,15
(g) Knee-length knickers.....	1,00	1,09
(xxix) Vests:		
(a) Long sleeved, without buttons.....	0,44	0,48
(b) Long sleeved, with buttons.....	0,56	0,60
(c) Short sleeved, without buttons.....	0,39	0,42
(d) Short sleeved, with buttons.....	0,44	0,48
(e) Sleeveless.....	0,26	0,29
(xxx) Uniforms (school tunics):		
(a) Box pleated, with yoke.....	1,23	1,34
(b) Dress type.....	1,57	1,70
(xxxi) Miscellaneous garments:		
(a) Dentists' jackets, per jacket.....	0,78	0,85
(b) Long pinafore with brace and bib, per pinafore	0,61	0,67
(c) Men's apron, with two tapes and bib and tapes, per apron.....	0,21	0,23
(d) Nurses' caps, per cap.....	0,13	0,14
(e) Sisters' operating gowns, with sleeves, per gown.....	0,72	0,79
(f) Sisters' operating gowns, without sleeves, per gown.....	0,56	0,60
(g) Square cotton aprons, with two tapes, per apron.....	0,10	0,11
(h) Theatre suits, per jacket.....	0,89	0,97
(i) Theatre suits, per trouser.....	0,78	0,85
(j) Theatre suits, per cap.....	0,10	0,11
(k) White cotton theatre boots, per pair.....	0,44	0,48
(xxxii) Other garments not referred to above:		
(a) Females, per hour.....	1,73	1,89
(b) Males, per hour.....	2,63	2,86
(2) Percentage of the rate prescribed in subclause (1) of this clause in respect of the following operations:		
(i) Cutting, per garment.....	25%	—
(ii) Pressing, per garment.....	20%	—
(iii) Nipping and cleaning, per garment.....	15%	—
(iv) Folding and packing per garment.....	15%	—
(3) In respect of the following operations:		
(i) Belts, making by machine, per belt.....	0,44	0,48
(ii) Buttons, attaching by hand, per button....	0,10	0,11
(iii) Buttons, attaching by machine, per button..	0,04	0,04
(iv) Buttonholes, tailored, making by hand, per buttonhole.....	0,35	0,39
(v) Buttonholes, bound, making by hand, per buttonhole.....	0,26	0,29
(vi) Buttonholes, miscellaneous, making by ma- chine, per buttonhole.....	0,10	0,11
(vii) Embroidery done by machine:		
(a) Per pocket, belt or collar.....	3,53	3,84
(b) Per bodice.....	8,75	9,51
(c) Per skirt.....	8,75	9,51
(d) Per pair of sleeves.....	8,75	9,51
(e) Any other embroidering, not referred to in (a) to (d) above, per hour.....	1,73	1,89
(viii) Embroidering done by hand or any orna- mentation done by hand or machine, per hour.....		
(ix) Hemming by hand, per yard.....	0,56	0,60
(x) Hemming by machine, per yard.....	0,10	0,11
(xi) Hooks and eyes, attaching per pair.....	0,10	0,11
(xii) Loops, made by hand, each.....	0,19	0,20
(xiii) Loops or shanks, made by machine, per yard	0,10	0,11
(xiv) Loops, attaching by bar-tack or other ma- chine.....	0,22	0,24
(xv) Press studs, attaching, per item.....	0,04	0,04
(4) Needlework not referred to in subclause 3 (i) to (xv), per hour.....		
	1,45	1,58

5. RECORDS TO BE KEPT

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

- Full name, race, sex and address of the contractor;
- date of giving work to the contractor;

- (c) 'n volledige beskrywing van die werk wat aan die aannemer gegee is en die hoeveelheid daarvan;
- (d) die kontraktarief;
- (e) datum waarop die voltooide werk ontvang is;
- (f) volledige beskrywing van die voltooide werk en die hoeveelheid voltooi;
- (g) bedrag wat vir die voltooide werk betaal is;
- (h) datum waarop vir die voltooide werk betaal is.

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

- (a) Volle naam en adres van die prinsipaal;
- (b) datum waarop die werk van die prinsipaal ontvang is;
- (c) 'n volledige beskrywing van die werk wat van die prinsipaal ontvang is en die hoeveelheid daarvan;
- (d) die kontraktarief;
- (e) datum van aflewering van die voltooide werk;
- (f) 'n volledige beskrywing van die voltooide werk en die hoeveelheid voltooi;
- (g) bedrag wat vir die voltooide werk betaal is;
- (h) datum waarop vir die voltooide werk betaal is.

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

6. OPGAWES WAT VOORGELEË MOET WORD

Elke prinsipaal moet voor of op die 15de dag van elke maand 'n opgawe waarin die volgende besonderhede weergegee word, in die vorm van Aanhangsel F, by die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, indien:

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

7. VERBODSBEPALINGS

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

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

Namens die partye op hede die 14de dag van April 1977 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

T. KINNEAR, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

AANHANGSEL A BLOESEBYLAE

Per bloese	Kolom	Mou met mansjette of met valletjies	Met gewone mou, lank of kort	Sonder mou
Met lyfie, met kant, opnaaisels en/of plooië	A	R 1,40	R 1,34	R 1,06
	B	1,52	1,46	1,15
Met gewone lyfie.....	A	1,34	1,06	0,72
	B	1,48	1,15	0,79

Die tariewe wat in Kolom A voorkom, moet met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 Junie 1978 betaal word, en daarna die tariewe wat in Kolom B voorkom.

(c) full description of the work given to the contractor and quantity given;

(d) the contract rate;

(e) date of receipt of completed work;

(f) full description of completed work and quantity completed;

(g) amount paid for completed work;

(h) date of payment for completed work.

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

(a) Full name and address of the principal;

(b) date of receiving work from the principal;

(c) full description of the work received from the principal and quantity;

(d) the contract rate;

(e) date of delivery of completed work;

(f) full description of completed work and quantity completed;

(g) amount paid for completed work;

(h) date of payment for completed work.

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

6. RETURNS TO BE RENDERED

Every principal shall not later than the 15th day of each month render a return in the form of Annexure F to the Secretary of the Industrial Council, P.O. Box 5101, Johannesburg, 2000, reflecting the following details:

(a) Full name and address of the principal;

(b) full name and address of the contractor;

(c) details of the work completed by the contractor during the preceding month;

(d) amount paid for work completed during the preceding month.

7. PROHIBITIONS

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

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

Signed at Johannesburg on behalf of the parties this 14th day of April 1977.

M. FESTENSTEIN, Chairman.

T. KINNEAR, Vice-Chairman.

J. H. THOMAS, Secretary.

ANNEXURE A BLOUSE SCHEDULE

Per blouse	Column	With cuffed or frilled sleeve	With plain sleeve long or short	Without sleeve
With body, with lace, tucks and/or pleats	A	R 1,40	R 1,34	R 1,06
	B	1,52	1,46	1,15
With plain body.....	A	1,34	1,06	0,72
	B	1,48	1,15	0,79

The rates appearing in Column A shall be paid from the date of coming into operation of this Agreement up to 30 June 1978; and thereafter the rates appearing in Column B.

AANHANGSEL B
ROMPBYLAE

Per romp	Kolom	Met voering	Sonder voering
		R	R
Reeds geplooi.....	A	1,00	0,72
	B	1,09	0,79
Met plooi wat nog gemaak moet word	A	1,17	0,84
	B	1,28	0,91
Ten volle ingeryg.....	A	—	0,72
	B	—	0,79
Gedeeltelik ingeryg.....	A	—	0,61
	B	—	0,67
Geklok.....	A	1,06	0,78
	B	1,15	0,85
Reguit.....	A	1,00	0,72
	B	1,09	0,79

Die tariewe wat in Kolom A voorkom, moet met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 Junie 1978 betaal word, en daarna die tariewe wat in Kolom B voorkom.

ANNEXURE B
SKIRT SCHEDULE

Per skirt	Column	Lined	Unlined
		R	R
Pre-pleated.....	A	1,00	0,72
	B	1,09	0,79
With pleats to be made.....	A	1,17	0,84
	B	1,28	0,91
Fully gathered.....	A	—	0,72
	B	—	0,79
Partially gathered.....	A	—	0,61
	B	—	0,67
Flared.....	A	1,06	0,78
	B	1,15	0,85
Straight.....	A	1,00	0,72
	B	1,09	0,79

The rates appearing in Column A shall be paid from the date of coming into operation of this Agreement up to 30 June 1978; and thereafter the rates appearing in Column B.

AANHANGSEL C
ROKBYLAE

Per rok	Kolom	Met moue						Sonder moue					
		Met kraag			Sonder kraag			Met kraag			Sonder kraag		
		Met volle voering	Met halwe voering	Sonder voering	Met volle voering	Met halwe voering	Sonder voering	Met volle voering	Met halwe voering	Sonder voering	Met volle voering	Met halwe voering	Sonder voering
		R	R	R	R	R	R	R	R	R	R	R	R
Met reguit romp.....	A	1,62	1,34	1,06	1,57	1,23	1,00	1,57	1,23	1,00	1,45	1,17	0,84
	B	1,76	1,46	1,15	1,70	1,34	1,09	1,70	1,34	1,09	1,58	1,28	0,91
Met geklokte romp.....	A	1,90	1,57	1,34	1,79	1,45	1,23	1,79	1,45	1,23	1,73	1,40	1,17
	B	2,07	1,70	1,46	1,95	1,58	1,34	1,95	1,58	1,34	1,89	1,52	1,28
Met ingerygde romp.....	A	1,90	1,57	1,34	1,79	1,45	1,23	1,79	1,45	1,23	1,73	1,40	1,17
	B	2,07	1,70	1,46	1,95	1,58	1,34	1,95	1,58	1,34	1,89	1,52	1,28
Met plooi wat gemaak moet	A	1,79	1,45	1,23	1,73	1,40	1,17	1,73	1,40	1,17	1,62	1,40	1,06
	B	1,95	1,58	1,34	1,89	1,52	1,28	1,89	1,52	1,28	1,76	1,52	1,15
Romp waarvan die plooi reeds gemaak is	A	1,62	1,34	1,12	1,57	1,23	1,00	1,57	1,23	1,00	1,45	1,17	0,84
	B	1,76	1,46	1,21	1,70	1,34	1,09	1,70	1,34	1,09	1,58	1,28	0,91
Prinses- en saktipe.....	A	Met voering		0,97	Met voering		0,95	Met voering		0,95	Met voering		0,78
	B	1,57	1,70		1,45	1,58	1,03	1,45	1,58	1,03	1,34	1,46	

Die tariewe wat in Kolom A voorkom, moet met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 Junie 1978 betaal word; die tariewe wat in Kolom B voorkom, moet vir die tydperk 1 Julie 1978 tot 30 Junie 1979 betaal word.

Per dress	Column	With sleeves						Without sleeves					
		With collar			Without collar			With collar			Without collar		
		Fully lined	Half-lined	Un-lined	Fully lined	Half-lined	Un-lined	Fully lined	Half-lined	Un-lined	Fully lined	Half-lined	Un-lined
With straight skirt.....	A B	R 1,62 1,76	R 1,34 1,46	R 1,06 1,15	R 1,57 1,70	R 1,23 1,34	R 1,00 1,09	R 1,57 1,70	R 1,23 1,34	R 1,00 1,09	R 1,45 1,58	R 1,17 1,28	R 0,84 0,91
With flared skirt.....	A B	1,90 2,07	1,57 1,70	1,34 1,46	1,79 1,95	1,45 1,58	1,23 1,34	1,79 1,95	1,45 1,58	1,23 1,34	1,73 1,89	1,40 1,52	1,17 1,28
With gathered skirt.....	A B	1,90 2,07	1,57 1,70	1,34 1,46	1,79 1,95	1,45 1,58	1,23 1,34	1,79 1,95	1,45 1,58	1,23 1,34	1,73 1,89	1,40 1,52	1,17 1,28
With pleats to be made.....	A B	1,79 1,95	1,45 1,58	1,23 1,34	1,73 1,89	1,40 1,52	1,17 1,28	1,73 1,89	1,40 1,52	1,17 1,28	1,62 1,76	1,40 1,52	1,06 1,15
With pre-pleated skirt.....	A B	1,62 1,76	1,34 1,46	1,12 1,21	1,57 1,70	1,23 1,34	1,00 1,09	1,57 1,70	1,23 1,34	1,00 1,09	1,45 1,58	1,17 1,28	0,84 0,91
Princess shift.....	A B	Lined 1,57 1,70		0,97 1,09	Lined 1,45 1,58		0,95 1,03	Lined 1,45 1,58		0,95 1,03	Lined 1,34 1,46		0,78 0,85

AANHANGSEL D

Volle naam van aannemer..... Volledige adres van aannemer.....

[illegible]

RECORD TO BE KEPT BY PRINCIPAL

RECORD TO BE KEPT BY PRINCIPAL
[Form to be completed in terms of clause 5 (1) of the Outwork Agreement]

Full name of contractor..... Full address of contractor.....

[illegible]

REGISTER WAT DEUR DIE AANNEMER BYGEHOU MOET WORD

[Vorm wat ingevul moet word ingevolge klousule 5 (2) van die Buitewerkoorenkoms]

Volle naam van prinsipaal..... Volledige adres van prinsipaal.....

[illegible]

ANNEXURE E

RECORD TO BE KEPT BY CONTRACTOR

[Form to be completed in terms of clause 5 (2) of the Outwork Agreement]

Full name of principal..... Full address of principal.....

Date work received	Full description of work received		Rate of payment R	Date of delivery of completed work	Full description of completed work		Amount paid for completed work R	Date of payment for completed work
	Description	Quantity			Description	Quantity		

AANHANGSEL F

MAANDELIKSE OPGAWE DEUR PRINSIPAAL

[Vorm wat ingevul moet word ingevolge klousule 6 van die Buitewerkoooreenkoms]

Volle naam van prinsipaal..... Volledige adres van prinsipaal.....

Aan: Die Sekretaris
Nywerheidsraad vir die Klerasiennywerheid (Transvaal)
Posbus 5101
Johannesburg
2000

Buitewerkopgawe vir die maand.....19.....

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

ANNEXURE F

MONTHLY RETURN BY PRINCIPAL

[Form to be completed in terms of clause 6 of the Outwork Agreement]

Full name of principal..... Full address of principal.....

To: The Secretary
Industrial Council for the Clothing Industry (Transvaal)
P.O. Box 5101
Johannesburg
2000

Outwork return for the month of.....19.....

Full name and address of contractor	Details of the work completed during the last month		Amount paid
	Description	Quantity	

No. R. 1327

15 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL. — WYSIGING VAN VOORSORGFONDSOOREENKOMS

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasiennywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

No. R. 1327

15 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—AMENDMENT OF PROVIDENT FUND 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie engeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1892 van 18 Oktober 1974 soos volg te wysig:

Vervang klousule 7 deur die volgende:

"7. BYDRAES

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

(a) Van elke bydraer wie se weekloon minder as R16 bedra, moet op elke betaaldag 27c van sy loon afgetrek word;

(b) van elke bydraer wie se weekloon R16 of meer bedra, moet op elke betaaldag 54c van sy loon afgetrek word: Met dien verstande dat enige bydraer, met die toestemming van sy werkgewer, 'n groter bedrag as dié hierbo genoem, kan bydra;

(c) by die totale bedrag afgetrek ingevolge paragrawe (a) en (b) van hierdie subklousule, moet elke werkgewer 'n bedrag van 30c per bydraer per week bydra, van welke bedrag een sesde gestort moet word in 'n "Spesiale Langdiensbonusfonds" wat jaarliks toegeken moet word aan bydraers met 15 jaar of langer diens in die Nywerheid in Transvaal, ingevolge die reëls opgestel deur die Administratiewe Komitee en deur die Nywerheidsraad goedgekeur.

Die werkgewer moet die totaal van die bedrae wat ingevolge paragrawe (a) en (b) afgetrek is, tesame met sy eie bydrae ingevolge paragraaf (c) van hierdie subklousule en 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, binne sewe dae na die datum waarop die bedrae afgetrek is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

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

Namens die partye op hede die 26ste dag van Mei 1977 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

T. KINNEAR, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

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

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or "employers' organisation), of the one part, and the

Garment Workers' Union of South Africa

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

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

to amend the Agreement published under Government Notice R. 1892 of 18 October 1974 as follows:

Substitute the following for clause 7:

"7. CONTRIBUTIONS

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

(a) Every contributor whose weekly wage is less than R16 shall on each pay-day have 27c deducted from his wages;

(b) every contributor whose weekly wage is R16 or more shall on each pay-day have 54c deducted from his wages: Provided that any contributor may, with the consent of his employer, contribute an amount in excess of that referred to above;

(c) to the aggregate amount deducted under paragraphs (a) and (b) of this subclause, every employer shall contribute an amount of 30c per contributor per week, of which amount one-sixth shall be paid into a "Special Long Service Bonus Fund" which shall be allocated out annually to contributors with 15 years' or more service in the Industry in the Transvaal, in terms of rules passed by the Administrative Committee and approved by the Industrial Council.

The employer shall forward the total amounts deducted under paragraphs (a) and (b) together with his own contribution in terms of paragraph (c) of this subclause to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement within seven days from the date of which the deductions were made.

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

Signed at Johannesburg, on behalf of the parties, this 26th day of May 1977.

M. FESTENSTEIN, Chairman.

T. KINNEAR, Vice-Chairman.

J. H. THOMAS, Secretary.

No. R. 1328

15 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, TRANSVAAL.—
OPLEIDINGSFONDSOOREENKOMS

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 30 Junie 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 49 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID
(TRANSVAAL)

OOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie Transvaal nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasienywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid werksaam is.

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid bepaal, en bly van krag tot 30 Junie 1980 of vir die tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, waar daar van 'n Wet melding

No. R. 1328

15 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—TRAINING
FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, upon the employers organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) and 2, 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.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)

AGREEMENT

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

Transvaal Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or "employers' organisation"), of the one part, and the

Garment workers' Union of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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 30 June 1980, or for such period or periods as may be determined by him.

3. DEFINITIONS

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

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“Klerasiennywerheid” of “Nywerheid” kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke op bestelling van enige staatsdepartement of provinsiale administrasie, die administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede, maar omvat dit nie kleremakery op maat en die vervaardiging van klere wat van pels of velle gemaak word nie;

“Opleidingsfonds van die Klerasiennywerheid” die Opleidingsfonds ingestel en geadminestreer ooreenkomstig reëls wat ingevolge die konstitusie van die Federasie gemaak is;

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

“Federasie” die National Clothing Federation of South Africa;

“Hoofooreenkoms” enige bestaande ooreenkoms vir die Klerasiennywerheid (Transvaal) wat ingevolge artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by afwesigheid van sodanige ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

“Opleidingsraad” die Opleidingsraad vir die Klerasiennywerheid ingestel ooreenkomstig die reëls van die Opleidingsfonds van die Klerasiennywerheid waarvan daar in klousule 4 van hierdie Ooreenkoms melding gemaak word.

4. OPLEIDINGSRAAD VIR DIE KLERASIENYWERHEID

(1) Nademaal die Raad in kennis gestel is van die toestand-koming van die Opleidingsraad vir die Klerasiennywerheid (wat deur die National Clothing Federation of South Africa ingestel is, en hierna die “Opleidingsraad” genoem word), magtig hy hierby die invordering van bydraes ooreenkomstig die prosedure in hierdie klousule uiteengesit, met die doel om die doelwitte uiteengesit in die reëls van die Opleidingsfonds van die Klerasiennywerheid te verwesenlik.

(2) (a) Behoudens paragraaf (b) van hierdie subklousule, moet elke werkgewer in die Nywerheid 'n bedrag gelykstaande met 10c per werknemer per week tot die Opleidingsfonds bydra, en hierdie bedrag moet binne 10 dae na die einde van die maand waarin die bydraes betaalbaar is aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, betaal word.

(b) Geen betaling moet gemaak word ten opsigte van 'n werknemer vir enige week waarin hy minder as 20 uur gewerk het nie.

(3) Die totale bedrag van bydraes wat deur die Raad ingevolge subklousule (2) ingevorder word, min die invorderingsfooi waarvoor die Raad en die National Clothing Federation of South Africa ooreengekom het, moet voor of op die 28ste dag van die maand wat volg op die maand waarin die bydraes ontvang word aan die National Clothing Federation of South Africa ten behoeve van die Opleidingsfonds, Posbus 8107, Johannesburg, 2000, betaal word.

(4) Kopieë van die reëls en alle geouditeerde jaarrekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule, sluit die uitdrukking “reëls” in alle wysigings van die reëls wat van tyd tot tyd aangeneem word.

Hierdie ooreenkoms is namens die partye op hede die 14de dag van April 1977 te Johannesburg onderteken.

M. FESTENSTEIN, Voorsitter.

T. KINNEAR, Ondervoorsitter.

J. S. THOMAS, Sekretaris.

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

“Act” means the Industrial Conciliation Act, 1956;

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

“Clothing Industry Training Fund” means the Training Fund established and administered in accordance with rules made in terms of the Constitution of the Federation;

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

“Federation” means the National Clothing Federation of South Africa;

“Main Agreement” means any current agreement for the Clothing Industry (Transvaal), published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

“Training Board” means the Clothing Industry Training Board established in terms of the Rules of the Clothing Industry Training Fund and referred to in clause 4 of the Agreement.

4. CLOTHING INDUSTRY TRAINING BOARD

(1) The Council, having been advised of the establishment of the Clothing Industry Training Board (established by the National Clothing Federation of South Africa and hereinafter referred to as the “Training Board”), hereby authorises, for the purposes of implementing the objects set forth in the Rules of the Clothing Industry Training Fund, the collection of contributions in accordance with the procedure detailed in this clause.

(2) (a) Subject to the provisions of paragraph (b) of this sub-clause, every employer in the Industry shall contribute to the Training Fund an amount equal to 10c per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within 10 days after the end of the month in which the contributions fall due.

(b) No payment shall be made in respect of an employee for any week in which he is employed for less than 20 hours.

(3) The total amount of contributions collected by the Council in accordance with the provisions of subclause (2), less such amount as shall be agreed upon by the Council and the National Clothing Federation of South Africa as a collection fee, shall be paid to the National Clothing Federation of South Africa on behalf of the Training Fund, P.O. Box 8107, Johannesburg, 2000, not later than the 28th day of the month following that during which the contributions are received.

(4) Copies of the Rules and all audited annual accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause, the term “Rules” shall include any amendment to the Rules adopted from time to time.

This Agreement signed on behalf of the parties at Johannesburg, this 14th day of April 1977.

M. FESTENSTEIN, Chairman.

T. KINNEAR, Vice-Chairman.

J. H. THOMAS, Secretary.

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